AGENDA

All items are for discussion and possible action. Perquimans County Board of Commissioners Commissioners' Room - Courthouse Annex Building March 4, 2019 6:50 p.m.

I. Call to Order

ACTION TAKEN

LATER

ACTION

NO ACTION

REOUIRED

11. Prayer & Pledge Ш. **Public Hearing** А. To receive citizens' comments to consider Conditional Use Permit No. CUP-19-02, requested by \geq Marty & Sheryl Hurdle to operate a Special Events Venue as a Home Occupation at 305 Swing Gate Road, Tax Parcels #5-0041-0016, #55-0041-0017, and #5-0041-0017B. 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.) Approval of Minutes: February 4, 2019 Regular Meeting & February 18, 2019 Work Session Minutes A. ₿. Tax Refund Approvals C. Personnel Matters Removal from Roster. Part-Time/Fill-In EMT (2) 1. Promotion: Full-Time Certified Telecommunicator (1) 2. Reinstatement: Fill-In for Board of Elections 3. Salary Correction: Part-Time/Fill-In Paramedic 4. D. Step/Merit Increases Telecommunications (5) 1. Social Services (1) 2. Emergency Medical Services (1) 3. REQUIRED Register of Deeds (1) 4. 5. Sheriff's Department (2) E. Budget Amendment Nos. 11 - 12 F. Board Appointments/Resignation Appointment: Tourism Development Authority - Town of Hertford (1) 2. Resignation: Board of Adjustments (Member) G. Miscellaneous Documentation: Home & Community Care Block Grant (HCCBG) Amendment Documentation 1 Resolution: Surplus Vehicle 2. Memorandum of Participation - Cavanaugh Macdonald Consulting, LLC З. 4 Resolution: Removal of Certain Public Record Books from Register of Deeds' Office VI. Scheduled Appointments A. Tara Taylor, Albemarle Plantation Fireworks 7:00 p.m. Β. Nick Lolies, Water Supervisor 7:05 p.m. C. Beverly Gregory, Senior Center Coordinator 7:10 p.m. D. Susan Chaney, Social Services Director 7:20 p.m. VII. Commissioner's Concerns/Committee Reports A. Β. C.

VIII. **Old Business**

A.

Updates from County Manager



FOR INFORMATION ONLY:

DEPARTMENT HEAD REPORT:

- Plat Log
- Bill Jennings, Tax Administrator

COMMITTEE WRITTEN REPORTS:

EMS Peer Review Committee Minutes – 1/24/2019

NOTES FROM THE COUNTY MANAGER March 4, 2019 6:50 p.m.

- III.A. Enclosures: Public Hearing is being held regarding the following matter:
 - A. Conditional Use Permit No. CUP-19-02, requested by Marty & Sheryl Hurdle ------ 6:50 p.m.
 - To receive citizens' comments to consider Conditional Use Permit No. CUP-19-02. requested by Marty & Sheryl Hurdle to operate a Special Events Venue as a Home Occupation at 305 Swing Gate Road; tax parcels 5-0041-0016, 5-0041-0017 and 5-0041-0017B.
- V. Enclosures. Items included on the Consent Agenda are enclosed. If you wish to discuss any of these items, please make that request <u>during</u> the meeting.
- VI.A. Enclosure. Tara Tayor will present Albemarle Plantation's request for July 6th Fireworks. Board action is being requested.
- VI.B. Enclosure. Nick Lolies, Water Supervisor, will present a requesting from NCDOT for a Utility Construction Agreement. Board action is being requested.
- VI.C. Beverly Gregory, Senior Center Coordinator, will present a report on the activities at the Senior Center.
- VI.D. Susan Chaney, Social Services Director, will present her monthly report.
- VIII.A. County Manager Heath will present several updates to the Board.
- VIII.B. Enclosures. The Board will need to discuss and appoint, if possible, representatives on the following Boards:
 - Northern Regional Advisory Board for Trillium: The County still needs to appoint a new representative to the Northern Regional Advisory Board for Trillium. We have received an application from Freda Kaye Bonner who is interested in serving on this Board. A copy of her application is included in your Agenda Packet. Board action is being requested.
 - <u>Joint Community Advisory Committee</u>: With the resignation of Mary Vidaurri in January, this committee now has two
 vacancies. Notice has been posted on the website to receive applications for these seats but, to date, we still have not received any
 responses. Board action may be requested.
 - 3. <u>Board of Adjustment</u>: Earlier in the meeting, the Board accepted the resignation of Pam Hurdle who is serving on our Board of Adjustment as a voting member. I have attached the Volunteer Application listing. I am in the process of following up on applications that have expired. Currently, we have Dianne Layden, Lyn Winslow, III (already serving), Marshall Knight (already serving), Debbie Reed (already serving), and Benjamin Hobbs (serving as Alternate) on the list. Board direction is being requested.
- XI.A. Enclosures. Rhonda Money, GIS/County Planner, will present the following items for Board action & information:
 - <u>Conditional Use Permit No. CUP-19-02 requested by Marty & Sheryl Hurdle</u>: A Public Hearing was held to receive citizens' comments to consider Conditional Use Permit No. CUP-19-02, requested by Marty & Sheryl Hurdle to operate a Special Events Venue as a Home Occupation at 305 Swing Gate Road; tax parcels 5-0041-0016, 5-0041-0017 and 5-0041-0017B. Board action is being requested.
 - Lipdate & Extension Request for Alpha Value Solar, LLC's Large Scale Solar Power Generating Facility CUP-16-96: This is for information purposes only.
- IX.B. Enclosures. County Manager Heath will present the Golden Leaf Grant Documentation and Budget Amendment No. 13 for Board action.
- IX.C. Enclosures. At last month's meeting Commissioner Leigh explained that the Albemarle Commission Board of Trustees would be asking each County to adopt the enclosed Resolution modifying & amending the Albemarle Commission Charter. Board action is requested.
- IX.D. Enclosure. County Manager Heath and Finance Officer, Tracy Mathews, are recommending the FY 2018-19 Audit Contract with Donna Winborne in the amount of \$32,500. Last year the cost was \$35,000. The contract appears to be less than last year, but they are still waiting on the final guidelines from the State regarding FY 2019 Medicaid requirements. Thus, the initial contract is less but a revised/additional contract will be needed to include the additional Medicaid audit which will probably put us back to the contract amount last year. Board action is being requested.
- IX.E. Enclosure: The Board will need to consider the enclosed Janitorial Service Agreement between Rebecca T. Corprew and Perquimans County to provide janitorial services at the Perquimans County Cooperative Services Building. Board action is being requested.

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. Enclosure: Approval of Minutes February 4, 2019 Regular Meeting Minutes, February 18, 2019 Mini-Board Retreat Minutes, & February 18, 2019 Work Session Minutes (meeting cancelled).
- B. Enclosure: Tax Refund Approvals see attached list

C. Enclosures: Personnel Matters

Employee Name	Employee Job Title	Action Required	Grade/ Step	New Salary	Effective Date
Wilford Forbes	Part-Time/Fill-In EMT-B	Remove from Roster	10.248666876	Descoulout	02/01/2019
Bernard Joyce	Part-Time/Fill-In EMT-B	Remove from Roster	1.2.2.2.2.2.	1.12.55.00.32.1	02/01/2019
Andrea Stoner	Full-Time Certified Telecommunicator	Promotion	62/1	\$28,584	03/01/2019
Carlie Spear	Fill-In at Board of Elections	Reinstatement	94.993.58248	BONKARANA	02/06/2019
Gary Wayne Jordan	Part-Time/Fill-In Paramedic	Salary Correction	68/3	\$18.79/hr.	10/01/2019

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

Employee Name	Employee Job Title	Grade/	New Salary	Effective Date
Agosto, Krystal	Certified E-911 Shift Supervisor []	64/6	\$35.272	03/01/2019
Cartwright, Keely	Certified Telecommunicator	62/4	\$30,761	03/01/2019
Crystal M. Wright	Certified Telecommunicator	62/6	\$32,301	03/01/2019
Emily Harrell	Certified Telecommunicator	62/6	\$15.52/hr.	03/01/2019
Vivian Long	Certified Telecommunicator	62/12	\$37,392	03/01/2019
Kristin Gordon	Human Res. Place. Special.	63/5	\$32,931	03/01/2019
Jessica Velvin	Paramedic	68/2	\$38,153	03/01/2019
Hunter Saberon	Deputy Register of Deeds	58/4	\$25,796	03/01/2019
James Fowden	Investigator	68/3	\$39.083	03/01/2019
Preston Ward, Jr	Investigator	68/5	\$41.038	03/01/2019

E. Enclosure: Budget Amendment Nos. 11 - 12 are presented for Board action.

F. Enclosure: The following Board appointment/resignation is being presented for Board action:

NAME	BOARD	ACTION	TERM	EFFECTIVE DATE
Felton, Gracie	Tourism Development - Town of Hertford	Appointment	3 yrs.	02/01/2019
Hurdle, Pam	Board of Adjustments	Resignation		02/18/2019

- F. Enclosures: The following miscellaneous documents are being presented for Board action:
 - Home & Community Care Block Grant (HCCBG) Amendment for FY 2018-19: The County has received an amendment to the Home & Community Care Block Grant (HCCBG) for FY 2018-19. Board action is being requested to authorize Chairman and county staff to sign documents.
 - Resolution Surplus Vehicle: The Board will need to consider the enclosed Resolution requesting the Board to declare a 2008 Ford Explorer, VIN #8600, as surplus vehicle to be sold on GovDeals.
 - Memorandum of Participation -: Cavanaugh Macdonald Consulting, LLC: Each year, the audit requires that the County contract with a company to prepare our OPEB Valuation. Tracy Mathews, County Finance Officer, recommends using Cavanaugh Macdonald Consulting, LLC.
 - Resolution for Removal of Certain Public Record Books: Jacqueline Frierson, Register of Deeds, is requesting the adoption of the enclosed resolution to remove certain Public Record Books for repair, restoration, and rebinding. Board action is being requested.

PUBLIC NOTICE

The Perquimans County Board of County Commissioners will hold a quasi-judicial public hearing at their next public meeting on Monday, March 4, 2019 at 6:50 PM in the Commissioners' Meeting Room on the 1st floor of the Perquimans County Courthouse Annex Building located at 110 North Church Street, Hertford, NC, next door to the Historic County Courthouse, to consider: Conditional Use Permit No. CUP-19-02, requested by Marty & Sheryl Hurdle to operate a Special Events Venue as a Home Occupation at 305 Swing Gate Road; tax parcels 5-0041-0016, 5-0041-0017 and 5-0041-0017B.

Property owners, residents and other interested parties may review this item during normal business hours before the quasi-judicial public hearing at the Perquimans County Planning & Zoning Office, at 104 Dobbs Street, Hertford, NC, or call 252-426-2027 or email <u>rhondamonev@perquimanscountync.gov</u> for more information.

Publish in Perquimans Weekly on February 20, 2019

Perquimans County Planning & Zoning Staff Report By Rhonda Money, Planner For BCC Meeting March 4, 2019

SUBJECT: Conditional Use Permit No. CUP-19-02, requested by Marty & Sheryl Hurdle to operate a "Special Events Venue" as a Home Occupation at 305 Swing Gate Road; approximately 36 acres known as Tax Parcel Numbers 5-0041-0016, 5-0041-0017 and 5-0041-0017B.

Project Description/ Research & Analysis

Proposed Layout:

Goals:

Mr. & Mrs. Hurdle are seeking approval to operate their existing group of buildings and grounds as a special events venue via a Home Occupation of a Commercial Nature, which requires a conditional use permit. The applicants' existing permit is related to Bona Fide Farm Use and is for selling raw or cooked crawfish raised on site. They are allowed to have cooking demonstrations where ice tea and bottle drinks can be supplied to customers. The second condition on the existing permit states, "Existing cooking and dining facilities may be utilized for wedding receptions and similar private gatherings provided such events are limited in size and scope and do not become a primary land use activity. Should the size or frequency of such events start to equal or outgrow the Crawfish Shack farming operation or otherwise impact adjacent properties, the Applicants shall be required to cease such operations and apply for and obtain Conditional Use Permit approval for a "Home Occupation of an Industrial or Commercial Nature" pursuant to Section 907.21." The Crawfish Shack, its current name, has been flourishing in the community and is now asking for broader approval to host weddings, concerts for local bands, fundraisers and other private and corporate events. Restaurant service will be related to events and be available possibly twice a month; it is not intended to be available every day.

Technical Aspects:

Crawfish Shack, proposed Special Events Venue, has a mix of features related to Home Occupation (zoning ordinance section 907.21; Arenas, Assembly, Exhibition Hall and Conference Center (zoning ordinance section 907.5); and Campground, Public and Private (zoning ordinance section 907.13). This site is approximately 36 acres of woods, ponds and farm uses in general. All subject property parcels are zoned RA, Rural Agricultural District. The applicants live on the same premises as the business. Premises is defined as "a single piece of property as conveyed in deed, or...a number of adjacent lots on which is situated a land use, ...or group of buildings designed as a unit ...". Event clients are responsible for their own alcohol permits; the Crawfish Shack supplies blank paperwork to the clients to be completed and sent to the proper governing agency. The main event structure which has the restaurant inside is expected to be 6,480 square feet after expansion is complete.

Design, Capacity & Expansion:

Planning Staff visited the site January 25th to take photos. The current expansion of the main event structure at 305 Swing Gate Road is expected to raise capacity from approximately 130 to approximately 250 people. A host of structures is scattered throughout the farm, including a shop, hay storage barn, and a lounge style crawfish tank holding structure. An existing gravel roadway completely circles the entertainment pond and has two means of entry/exit when needed. The main driveway and most of the parking is closest to the main event building. More rock will be placed in the parking pasture just south of the main event structure which is currently under expansion. The other driveway runs past the shop and residence then connects with the main entertainment area through the woods.

Parking:

Gravel parking is available adjacent to the main event structure. Grass parking is available around the entertainment pond and the front pasture. Zoning Ordinance Section 1909 list minimum parking requirements of one (1) parking space for each four (4) seats in the largest assembly room which equates to 78 spaces. Add 15 spaces for employees and the total minimum spaces will be 103. Handicapped spaces will be determined by Building Inspections and be in addition to the 103 number, but adequate room is available at the main event structure. More than 340 spaces measuring 9'x18' will fit on the largest tax parcel.

Three overnight camping stations are available with water and electricity on the western side of the entertainment pond. These are expected to be used by event clients occasionally and are not used between events.

Water System and Septic System:

RV/campers must have their own holding tank to ensure no dumping takes place on-site, per Health Department rules. Water Department Director, Nick Lolies, is working with the Hurdles to get a backflow preventer on the RV water hook-ups.

The Health Department previously approved the restaurant to operate every day if they choose however, no frying is allowed inside because a hood is not installed.

Regulations and Procedure

Potential Schedule for Public Hearing(s): January 8, 2019 the Hurdle's Application package was received by the Planning & Zoning Office and was found to be substantially complete as a conceptual plan. Public notices were sent to adjacent property owners and published in the Perquimans Weekly in accordance with Section 2302 of the County's Zoning Ordinance. Pursuant to Section 902, Procedures, the Planning Board did not require additional information or time, so their action at the regularly scheduled Planning Board meeting on February 12th allows the case to be scheduled before the Board of County Commissioners (BCC) on March 4th.

Recommendation Procedure: Perquimans County Zoning Ordinance Section 903 provides for the Planning Board to consider the proposed Conditional Use Permit (CUP) at a public meeting and to make a recommendation to the BCC. In considering the request, the Planning Board and BCC shall use as a guide Sections 903(a) through (d) as summarized in the Table of Findings.

Consideration of CUP Criteria and Proposed Conditions: This request for a CUP requires consideration of the Draft Conditional Use Permit, which includes suggested conditions for the proposed site. The Applicant's Site Plan and Statement are formal parts of the CUP. If approved, Marty & Sheryl Hurdle will need to record the executed CUP in a timely fashion in the Register of Deeds office. Later, the recorded CUP will be attached to the Applicant's Zoning Permit and then be used by Planning & Zoning staff to determine zoning compliance. Reference is made to the attached Draft Conditional Use Permit, with suggested conditions for the County Commissioner's consideration. If approved, the Draft CUP will be executed by the Applicant and the BCC Chair and recorded by the Applicant in the Register of Deeds.

<u>Consistency with 2016 Land Use Plan Update</u>: According to the Projected Future Land Use map Exhibit IX-B, page IX-36 of CAMA's 2016 Land Use Plan Update, the subject area is zoned **Residential Agricultural**. The Land Use Plan Update may be viewed in its entirety on the County website at <u>www.PerquimansCountyNC.gov</u> (click on "Departments" then "Planning and Zoning" then scroll to the bottom of the page and click on "Perquimans County 2015 Joint CAMA Land Use Plan Update-Recertified 4-26-2017").

General Land Use Plan Objectives on page II-17 of the CAMA Land Use Plan are stated as follows: "The land use plan should help the County: preserve its rural character; protect and preserve the natural environment; provide adequate public facilities and services; achieve support and consensus for County initiatives; promote unity in its residential and commercial communities; and, make infrastructure improvements that compliment but do not duplicate existing systems."

Recommendations

Planning Staff believes the Special Events Venue Home Occupation of a Commercial Nature, as proposed may be developed in compliance with Zoning Ordinance Section 907.5, 907.21 and 907.13. Planning Board recommended approval of CUP-19-02 and found it to be consistent and in harmony with the existing development pattern around 305 Swing Gate Road. Planning Board also recommended approval of proposed Draft Conditional Use Permit No. CUP-19-02, with an added condition of an 11pm cut-off time for outdoor music.

<u>Suggested Motions – Recommendations – Actions:</u> The Draft CUP, if adopted by the Board of County Commissioners, must contain conditions included by the BCC's motion, if so moved.

The BCC is requested to consider using one of the following sets of scripts to form the desired motion for approval or denial of each proposed CUP, as follows:

TWO (2) SUGGESTED ACTIONS TO APPROVE:

MOTION TO FIND PROPOSED CONDITIONAL USE PERMIT NO. CUP-19-02 TO BE CONSISTENT AND IN HARMONY WITH THE EXISTING DEVELOPMENT PATTERN around 305 Swing Gate Road, Hertford, NC;

2) <u>MOTION TO RECOMMEND APPROVAL</u>: Motion to approve Conditional Use Permit No. CUP-19-02, for the Special Events Venue as a Home Occupation of a Commercial nature at 305 Swing Gate Road; approximately 36 acres, zoned RA, Rural Agriculture District, also known as Tax Parcel Numbers 5-0041-0016, 5-0041-0017 and 5-0041-0017B conditioned upon (*revise, add or delete from list of conditions contained in the DRAFT Conditional Use Permit*), adopting Findings to support the motion (see Table, below).

TWO (2) SUGGESTED ACTIONS *TO RECOMMEND DENIAL*: Motions to deny Application No. CUP-19-02, and adopting Findings to support the motion would utilize both of the above-noted motions stated in the negative tense.

TABLE OF FINDINGS for Proposed CUP-19-02: Crawfish Shack, Home Occupation-Special Events Venue

Motion to recommend approval finds:	Motion to recommend denial finds:
 That the CUP will <u>not</u> materially endanger the public	 That the CUP <u>will</u> materially endanger the public
health or safety if located according to the plan	health or safety if located according to the plan
submitted and approved.	submitted and approved.
 That the use <u>meets</u> the required conditions and	2) That the use does <u>not</u> meet the required conditions
specifications.	and specifications.
3) That the use will <u>not</u> substantially injure the value of adjoining or abutting property, or that the use is a public necessity.	 That the use <u>will</u> substantially injure the value of adjoining or abutting property, or that the use is not a public necessity.
4) That the location and character of the use, if	4) That the location and character of the use, if
developed according to the plan as submitted and	developed according to the plan as submitted and
approved, will be in harmony with the area in which it is	approved, will <u>not</u> be in harmony with the area in which
to be located and in general conformity with the	it is to be located and will not be in general conformity
Perquimans County Land Use Plan.	with the Perquimans County Land Use Plan.

ATTACHMENTS: 1) Applicant's CUP Application and Site Plan; 2) Draft Conditional Use Permit No. CUP-19-02



Swing Gate Livestock DBA: The CRAWFISH SHACK Physical Address 305 SWING GATE ROAD MAILING ADDRESS 355 Swing Gate Road HERTFORD, N.C. 27944 252-562-8233

DATE: 1/23/2019

Dear Perquinans County Commissioners,

We are requesting a permit to hold special events at our farm location. Events would consist of Weddings, Fund raisers (Autism/Cancer/etc.), Live entertainment, Crawfish Boils and Family Fun Swimming/Fishing days. We feel that our location would bring much joy to others and would like the opportunity to share what we have worked so hard to build. Your consideration regarding this matter is greatly appreciated.

Thank you,

Marty & Sheryl Hurdle

Perquimans County, North Carolina APPLICATION FOR CONDITIONAL USE PERMIT REQUEST Case No. <u>Cur</u> - <u>19</u> - 02	
This section to be completed by County:	
Date received: 1-8-2019 Received by: RM Date completed: 1-14-2619 Confirmed by: RM Subject Property Tax Map No(s): 5-0041-c016; -0017; -0017; B Subject Property Zoning District(s): RA ruca1 as Will proposed Conditional Use require review by other agencies? Will proposed Conditional Use require review by other agencies?	
Applicant's Information	
Name(s) of Owner(s): Marty & Sheryl Hurdle	
Street Address: 355 Swing Gate Rd.	
City/State/Zip Code: Mertford NIC 27944	
Phone Number(s): 252-426-9155 Fax: 426 1993 E-mail Address: Crawdodd 2520 Cm bar	g Ma
Applicant (if different from Owner):	-, <u>(</u> A
Street Address:	
City/State/Zip Code:	
Phone Number(s): Fax: E-mail Address:	
Person to receive comments and correspondence: <u>Shery/Hurdle</u>	
Description of Property	
Address(es) of Subject Property: 305 Swing Gate RJ	
Property Appraiser's Parcel Nos.: 5-0041-0016 5-0041-0017, 5-0041-0017 B	
Location: This property is located on the west west side of + Swing bate Road,	
approximately / mile feet About North of US 17 Road.	
Township/Region: <u>Parks wille</u> Subdivision: Block - Lot Nos.: <u>0016,17</u> + 17 B	•
Size of Property: 3245 Ac acres. Lot width: varies feet. Lot depth: varies.	
Flood Plain: Community Panel No.:	
1) I (We), the undersigned, do hereby respectfully make application and request the Planning Board	
and Board of Commissioners to consider a proposed Conditional Use Permit to make use of the	
subject property as follows: <u>Event Venue</u> . The subject	
property is zoned Farm RA, rural agriculture. The subject property is	
property is zoned <u>Farm RA, rural agriculture</u> . The subject property is owned by <u>Marty & Shery I Hurdle</u> as evidenced by deed recorded in Real Estate	
Book-358, Page -784 OR Will File Number in the Perquimans County Register of	
Doods 2011 1 act	

Deeds. 372/516, 355/325, 454/408

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2) The following is from the most recent County Tax Office listing and contains all of the individuals, firms, or corporations owning properties involved in the Conditional Use Permit request as well as the owners of all properties any portion of which is within one-hundred fifty (150) feet of the subject property. This includes any property owner who is adjacent to the subject property (to the side, rear or front) and across the street.

Name

Address

a. Marjory Potter (Elmwood) 598 Occur Hyary N. Hertford 27944 b. James Bain 314 Swing Gate Rd. Hertford NC 27944 c. Bruce Hartman 306 Swing Gate Rd. Hertford NIC 27944 d. Robert Denson 322 Swing Gate Rd Hertford NC 27944 e. William Chappell 376 Swing Gate Rd (323 Swing Gale Rd-Owner) Hertfood NC 27944 f. <u>Brandon Cox</u> 420 Pasa Station Rd E.C.N.C. 362 Swing Gate Rd g. Brian Damron Hertford, NC 27944 520 Whitehat Rd h. Douglas Chappell Hertford NC 27944 393 Swing Gate Rd i. Daryli & Ella Mae Hurdle Hertford, NC 27944 j. _____ k. 1. _____

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	Application for Conditional Use Permit Request Case No. <u>CuP - 19 - 02</u>					
Use an additional sheet of paper if necessary.						
3)	Statement of the nature of the proposed use:	Ste	attachment	" Th	Cawfish Shack"	
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The Crawfish Shack



We are passionate and devoted crawfish growers. During the past 19 years we have become well known for our commitment to the quality and desire to please our customers. We put a lot of blood, sweat, tears, and money into the designing and building of our event facility located at our 25 acre property. We have met thousands of people over the years and have customers that travel from as far as West as Raleigh and Northeast as Hampton Roads. The Aquaculture industry is growing and our production has significantly increased to meet the demand with the addition of ponds to our business. With several recreational things to do onsite, we have something to fit the needs of everyone.

Mission Statement:

Provide a pleasantly unique and different type of atmosphere with multiple features for patrons & families to enjoy. There currently is no place that offers the same experience with a variety of things to do. We are more than happy to fulfill the demand.

Vision Statement:

We will be completing our facility by enclosing the pavilion and adding an indoor stage. The goal is to grow our customer base, provide local lunch & dining with a variety of menu, continue to support the community, and provide a unique event & dining experience.

Benefits to Patrons:

- Family friendly
- Fishing
- Swimming
- Camping (Tents, RV's, Campers)
- Paddle boating

- Small concert venue for local bands & live entertainment
- Event Venue; Corporate, private, and fundraising (Autism, Halloween, Cancer, turn for the second seco
- toys for tots, etc.)
- Wedding Venue

Products & Services:

One of our featured dishes is our bolled pond raised Louisiana Red Crawfish with sausage, potatoes, corn and our original Cajun seasoning prepared onsite. Our unique aquaculture style and purging methods provides for the some of the best Crawfish in the state. Another signature dish is our Cajun style jambalaya made from scratch. We also provide freshly cooked meats on the grille for a succulent barbeque experience.

Our Pavilion is used for our Crawfish boil and is used for a multitude of different types of events. During our peak season we use the facilities for concerts, festivals, and to showcase local talents, and support local causes. During the off season, the facility doubles as an event venue for weddings, milestone celebrations, corporate events, fundraising, and a Halloween experience.

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Application for Conditional Use Permit Request Case No. Curl - 19 - 02

Attach the following:

Completed Application.

Letter addressed to the Perquimans County Board of Commissioners explaining your intentions in detail. The Applicant is advised to address any general and specific conditions and finding required by the Zoning Ordinance, Sections 903(a), (b), (c) and (d), 905, and 907A through X.

Proof of Ownership. 372/516, 355/325, 454/408 Deed Bk/ Pose

NA Owner's Authorization for Agent, if applicable.

Legal Description(s) and/or boundary survey(s) to be used as an exhibit to the proposed Conditional Use Permit. PC2-182-3, PC1, p3 220

Site plan prepared in accordance with Section 509 and Article IX of the Perquimans County Zoning Ordinance.

Two self-addressed stamped envelopes and two sets of stamped pre-addressed envelopes of all property owners of subject, adjacent and nearby properties within 150 feet and/or across the street (as per current Tax Office listings), to whom notice of public meeting and hearing must be sent. Said notices will be sent by the Planning & Zoning Office in envelopes provided by Applicant.

Filing Fee of \$300 made payable to Perquimans County. Receipt # 930653

_ Additional information needed by Planner, Technical Review Committee or County Officials:

APPLICATIONS WILL NOT BE SCHEDULED FOR PUBLIC MEETING UNTIL COMPLETE

I (We), the undersigned, do hereby respectfully apply for a Conditional Use Permit on the property described herein. I (We) affirm that this application form and attached materials are true and accurate to the best of my (our) knowledge.

Sherry Hundle

Gar. 24, 2019 Jan 7 2019

Signature of Owner or Authorized Applicant

(This Application must be submitted to the Planning and Zoning Administrator no less than 25 days prior to the Planning Board's meeting and, where deemed necessary, additional time may be required for review by Technical Review Committee member[s]).



Crawfish Shack Special Events Venue Site Plan

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Perquimans County, North Carolina APPLICATION FOR HOME OCCUPATION PERMIT

	This section to be completed by County: This section to be completed by County: Date Received: 1-8-2019 Date Completed: Confirmed by: Subject Property Tax Map No.: 5-0041-0016; -0017; 0017 B Subject Property Zoning District: Will proposed business require site improvements? Will proposed business require review by other agencies?
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	APPLICANT INFORMATION Marty + Shery Hurdle
	Name(s) of Business Owner-Occupant
	Name of proposed Business 305 Swing Gate Rd. Hertford NC 27944
	Unarrange of Advance of Decementary of the second
ALOC I V	Physical Address of Property Skill fill 2 S 2 337 4557 252 426 9155 252 562 82 33 Daytime Phone Number Home Phone Number Cell Phone Number
	<u>Crawdaddy 252 @ embargmail.com</u> Email Address
	OCCUPATION & PROPERTY INFORMATION
	1) Type of proposed home-based business: <u>Event Venue</u>
	 2) The Home Occupation is proposed to be located entirely within my/our: [] Dwelling or [] Accessory Building. 3) Total square feet in Dwelling:
	5) Total square feet in Accessory Building: 6480 (after Pavilion anclosed)
	6) Total square feet in Accessory Building to be used for proposed Home Occupation: <u>6480</u> .
3 3 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4	7) Do you or will you be storing any materials or keeping any equipment or vehicles relating to the business on the property outside of the dwelling? Yes or No. If yes, describe:
-	8) Does the Owner of the proposed Home-based Business live in the dwelling on the premises? XI Yes or [3] No
	9) How many employees will be working on the premises, including the Owners/Occupants of the Business? 15
	10) Will the proposed business require construction or placement of new buildings or structures? [] Yes or [] No.
-	11) Explain the extent of improvements below and attach an Application for Zoning Permit and a Site Plan prepared in accordance with Section 509 as applicable:
	(Note: The Applicant must provide a Site Plan in accordance with the Perquimans County Zoning Ordinance, Section 509, Site Plan Required. Certain site improvements may require more detailed drawings and permits from other agencies for storm drainage, installation of water mains, traffic circulation, etc. Standard Home Occupations may use "Guidelines for Submitting a Site Plan – Residential" (see instructions for Zoning Permit), provided the square footages of the dwelling and home-based business are both clearly labeled.

ς,

Perquimans County, North Carolina APPLICATION FOR HOME OCCUPATION PERMIT

GENERAL REQUIREMENTS Read and initial prior to issuance of permit
1) I understand that the occupation or profession may be carried on entirely within a dwelling or accessory building
on the same lot by one or more occupants thereof, providing the following:
MRH The business or profession is clearly incidental and secondary to the use of the dwelling for dwelling purposes and does not change the essential residential character or appearance of the dwelling or accessory building.
That no more than <u>2ero</u> percent (<u>O</u> %) of the total floor area of my/our dwelling is to be used for the Home Occupation or that it will be confined to the accessory building as drawn and depicted on the attached Site Plan;
<u>NA</u> The maximum floor space in the residence which can be utilized by this business shall be square feet (less than percent of the total gross floor of the dwelling unit).
MRH That there is no outside display or window display;
MeH That no mechanical or electrical equipment is installed or used other than is normally used for domestic, professional, or hobby purposes, or for infrequent consultation or emergency treatment.
2) I understand that this home occupation must also meet the following conditions:
MRH All material storage shall be contained within area designated on Site Plan. No outdoor display allowed.
MRH Signs are permitted separately therefore I must obtain a separate Sign Permit in accordance with Section 2024 (e) or (f) of the Zoning Ordinance prior to erecting any sign for the proposed Home Occupation.
I (We), the undersigned, do hereby respectfully apply for a Home Occupation/Zoning Permit for the proposed home- based business as described herein. I/We understand that it is my/our responsibility to ensure compliance with any CAMA requirement as regulated by the North Carolina Division of Coastal Management and with any private deed restriction, covenant, etc., as applicable. I (we) agree to conform to all applicable County regulations, State laws and the conditions of the Building Permit and Home Occupation Permit. I/We further affirm that all information given herein is true and authorizes County staff to enter into the property to ensure all applicable rules and regulations are being met. The undersigned further agree(s) that if any statement contained in this Application for Home Occupation Permit changes that the undersigned will notify the Perquimans County Planning & Zoning Office within three days after the change occurs. I (We) understand that a change in the Application could result in noncompliance with the Zoning Ordinance and revocation of this Home Occupation Permit as otherwise permitted. Matta Humb for 7 2019 Signature of Applicant/Occupant Date Date: 1-24-19 *If Applicant/Occupant is a Tenant/Renter, this Application must be signed by both Applicant and Property Owner. To be Completed by the County - Lot creation date;
MAP NO BLOCK NO LOT NO ZONE Principal Building: Primary Front; Secondary Front (corner); Rear; Interior Side
Accessory Building: Primary Front; Secondary Front (corner); Rear; Interior Side
Approved:
Planning and Zoning Administrator Date Permit Number

Additional County Comments:

Do NOT record this page

-Beginning of Proposed Conditional Use Permit CUP-19-02 to be recorded by Marty & Sheryl Hurdle

Home Occupation of a Commercial Nature, Special Events Venue

At 305 Swing Gate Road, Hertford

Applicant: Marty & Sheryl Hurdle

Do NOT record this page

CONDITIONAL USE PERMIT No. CUP-19-02 Page 1 of 6

On the date(s) listed below, the Board of Commissioners for Perquimans County met and held a public hearing to consider the following application:

Applicant/Owner(s): Marty & Sheryl Hurdle 355 Swing Gate Road Hertford, NC 27944

Site Location: 305 Swing Gate Road, Hertford NC 27944

Tax Parcel No: 5-0041-0016, 5-0041-0017 and 5-0041-0017B

Zoning District: RA, Rural Agriculture District

Proposed Use of Property: To operate a Special Events Venue as a Home Occupation of a Commercial Nature

Meeting & Hearing Dates: Planning Board on 2/12/2019 & Board of Commissioners on 3/4/2019.

In the statement of the nature of the proposed use the applicant envisions expanding beyond strictly agriculture endeavors by completely "enclosing the pavilion and adding an indoor stage. The goal is to grow our customer base, provide local lunch and dining with a variety of menu, continue to support the community, and provide a unique event and dining experience." Benefits to patrons include fishing, swimming, paddle boating, small concert venue for live entertainment, and wedding venue.

Having heard all the evidence and argument presented at the hearing(s), the Board of County Commissioners finds that the application is complete, that the application complies with all of the applicable requirements of the Perquimans County Zoning Ordinance for the development proposed, and that therefore the application to make use of the above-described property for the purpose indicated is hereby approved, subject to all applicable provisions of the Zoning Ordinance pertaining to Conditional Use categories "Arenas, Assembly, Exhibition Hall, and

CONDITIONAL USE PERMIT No. CUP-19-02 Page 2 of 6

Conference Center," "Home Occupation of a Commercial Nature," and "Campground, Public and Private "(currently Sections 907.5, 907.13 and 907.21 of the Zoning Ordinance) and other conditions, as follows:

- A. Applicant, owners, heirs and assigns shall conduct operations in accordance with the plans and application materials submitted to and approved by the Board of Commissioners (BCC), a copy of which is contained in the County Planning & Zoning Office and filed with Register of Deeds office. Any major modification proposed to the approved plans shall require reapplication and approval by the BCC. "Major Modification" is defined as: "Anv significant change in land use, and/or change in the project boundary and/or change that results in an increase in the density or intensity of the project, as shown and described in the approved Conditional Use Permit and Site Plans." However, the owners may propose changes to the attached Conceptual Site Plan now or in the future, in coordination with the County Planning & Zoning Office, to provide for the placement of accessory structures or site improvements to support the principle residential use of the property and/or the "Special Events Venue Home Occupation". It is understood that the conceptual layout of parking areas as shown on the proposed site plan may require adjustments in the exact locations within the boundaries of the subject property. All required site improvements must be made and shall comply with minimum setbacks. Parking, screening, fencing, lighting and operational considerations must comply with the Perquimans County Zoning Ordinance pertaining to Sections 907.5 (Arenas, Assembly, Exhibition Hall, and Conference Center) and 907.21 (Home Occupations) and 907.13 (Campground, Public and Private, including Recreational Vehicle Park) prior to the County's issuance of Certificate of Zoning Compliance and Certificate of Occupancy, in accordance with applicable sections of the Zoning Ordinance.
- B. The Conditional Use Permit is approved and recorded with the applicant's statement of the nature of the proposed use and conceptual Site Plan, to become the basis for the Zoning Permit issued by the Planning & Zoning Office. If the Conditional Use Permit is not recorded in the Register of Deeds (ROD) Office by the Applicant within three (3) months from the date of BCC approval, the BCC may revoke the Conditional Use Permit.
- C. Site Considerations:
 - (1) The "Special Events Venue Home Occupation" must be clearly subordinate to the use of the principal residential structure for residential purposes as prescribed through this Conditional Use Permit [Section 907.21(B)(1)].
 - (2) The intensity of the use shall not be detrimental to adjacent properties due to traffic, parking, noise, refuse, or other factors [Section 907.5(B)(1)]
 - (3) All buildings, including accessory garages or storage buildings, shall be set back from all property lines and street rights-of-way double (2 times) the minimum required for principal buildings in the applicable district [Section 907.5(B)(2)]; and All businesses

CONDITIONAL USE PERMIT No. CUP-19-02 Page 3 of 6

must be set back at least fifty (50) feet from any street right-of-way [Section 907.21(B)(3)]

- (4) Additional setbacks and buffering may be required by the Planning Board in the case of facilities for outdoor functions, in order to protect adjacent properties from noise, light, and glare [Section 907.5(B)(3)]; and additional restrictions regarding fencing, buffers, outdoor lighting, storage, and other appearance criteria may be added, as deemed necessary by the Planning Board and Board of County Commissioners [Section 907.21(4)].
- (5) Parking shall not be located in the required 30 foot front yard as measured from the front property line/street right-of-way line [Section 907.5(C)].
- (6) Parking, loading, and outdoor activities, such as outdoor exhibition areas, picnic areas and outdoor stages and seating areas, must be screened from view from adjacent properties. These buffers must meet the Buffers and Screening requirements (currently Article XVIII) of the County's Zoning Ordinance [Section 907.5(D)]
- (7) Outdoor lighting shall be shielded so as to prevent light from directly hitting adjacent property or any public right-of-way. The site plan shall indicate the style and location of all outdoor lighting [Sections 907.5(E)] and 907.5(F)].
- (8) Wooded buffer shall be maintained on north and west side of premises.
- (9) In areas with developed campsites, separate sanitary facilities for both sexes (including showers) shall be available within four hundred (400) feet of each campsite and drinking water shall be available within one hundred (100) feet of each campsite [Section 907.13 (B)(1)].
- (10) In primitive camping areas, drinking water and sanitary facilities shall be available within twelve hundred (1,200) feet. [Section 907.13 (B)(3)].
- (11) No permanent camping shall be permitted. It is not intended that any structure, mobile or permanent, be used as a permanent residence except for the owner or operator [Section 907.13 (B)(4)].
- (12) In areas with developed campsites, each campsite shall have a minimum of parking for two (2) vehicles [Section 907.13 (B)(5)].
- (13) Adequate lighting shall be provided for all common areas, including interior lighting in any building open at night. All sanitary facilities and dumping areas, water faucets, parking areas (other than at each campsite), recreation areas, and other service buildings and general use sites shall be lit at night, either with a light mounted on the building or as a pole light. In developed camping areas, lights shall be installed along walkways to water and sanitary facilities and at roadway intersections [Section 907.13 (B)(5)].

CONDITIONAL USE PERMIT No. CUP-19-02 Page 4 of 6

- D. Operational Considerations:
 - (1) There shall be no outdoor loudspeakers or public address system other than in an outdoor arena. [Section 907.5(G)]
 - (2) Loud outdoor music shall end by 11pm.
 - (3) The owner of the business must reside on the premises on which the business is located.
 - (4) The business use shall not create any noxious fumes, odors, traffic congestion, or other nuisance factors. [Section 907.2(C)(2)]
 - (5) Additional restrictions regarding traffic circulation, operational hours and other operational criteria may be added as deemed necessary by the Planning Board and Board of County Commissioners.
 - (6) Any impervious surfaces installed in conjunction with or after expansion of the event pavilion may require the applicant to provide the County with additional permitting to ensure that storm water does not cause problems on the site or on adjacent properties. The property owners shall coordinate with and obtain approval from Perquimans County Soil & Water Conservation District on all drainage improvements.
 - (7) The applicant shall obtain all required permits from other governmental agencies (local, state, and federal) prior to commencing construction or as otherwise required by the applicable laws and regulations. Building permits shall be obtained from Perquimans County for all components of the project which are required by the North Carolina Building Code.
 - (8) In developed camping areas, an attendant will be on the site twenty-four (24) hours a day while the campground is open for business.
 - (9 A fire extinguisher shall be available at each service building and at the office. [Section 907.13(E)(3)]
 - (10 Individual campsites and general use areas shall be kept clean and free from garbage, refuse, litter, and other conditions which can lead to the transmission of disease, breeding of rodents and insects, and which may present a fire hazard or contribute to the spread of fire. [Section 907.13(E)(4)]
 - (11 All sanitary, laundry, and drinking water facilities shall be maintained in a clean, sanitary condition and kept in good repair at all times. [Section 907.13(E)(5)]
- E. Application Requirements: The Applicant's approved Site Plan is conceptual and minor adjustments may be made pending permits and approvals by other entities.
- F. If any of the conditions affixed hereto or any part thereof shall be held invalid or void, then the permit shall be void and of no effect.

CONDITIONAL USE PERMIT No. CUP-19-02 Page 5 of 6

IN WITNESS WHEREOF, Perquimans County has caused this permit to be issued in its name, and the undersigned, being all the authorized applicants, agents, representatives, or property owners of the property above described, do hereby accept this Conditional Use Permit, together with all its conditions, as binding on them and their successors in interest.

Wallace Nelson, Chair, Board of Commissioners	Date	**************************************	
Attest:		(Seal)	
Mary P. Hunnicutt, Clerk to the Board	Date	(Ocal)	

We, <u>Marty and Sheryl Hurdle</u>, Applicants and Owners, of the above identified property, do hereby acknowledge receipt of this Conditional Use Permit. The undersigned does further acknowledge that no work may be done pursuant to this permit except in accordance with all of its conditions and requirements and that this restriction shall be binding on them and their successors in interest.

Marty Hurdle, Applicant		Date	
Sheryl Hurdle, Applicant		Date	
The State of North Carolina			
County			
I,	, a Notary Public ir	n and for the said	d State and County,
do hereby certify that			
personally appeared before me this day	and acknowledged	I the due execut	ion of the forgoing
instrument.			
WITNESS my hand and notarial seal, thi	s the day	of	. 20
		Notary Pu	blic

My Commission expires:

CONDITIONAL USE PERMIT No. CUP-19-02 Page 6 of 6

Insert Here Site Plan(s) no larger than 8.5" X 14 which bear(s) the following statement:

"THIS MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS."

Do NOT record this page

End of Proposed Conditional Use Permit CUP-19-02 to be recorded Marty & Sheryl Hurdle

Home Occupation of a Commercial Nature, Special Events Venue

At 305 Swing Gate Road, Hertford

Applicant: Marty & Sheryl Hurdle

Do <u>NOT</u> record this page



Crawfish Shack Special Events Venue Site Plan

****** REGULAR MEETING

February 4, 2019 7:00 p.m.

The Perquimans County Board of Commissioners met in a regular meeting on Monday, February 4, 2019, at 7:00 p.m. in the Commissioners Room located on the first floor of the Perquimans County Courthouse Annex.

MEMBERS PRESENT:	Wellace E. Nelson, Chairman Joseph W. Hoffer Alan Lennon	Fondella A. Leigh, Vice Chair T. Kyle Jones
MEMBERS ABSENT:	Charles Woodard	
OTHERS PRESENT:	Frank Heath, County Manager Hackney High, County Attorney	Mary Hunnicult, 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

Joseph W. Hoffler 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

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

- 1. Approval of Minutes: January 7, 2019 Regular Meeting and January 22, 2019 Work Session (cancelled).
- 2. Tax Release Approvals:

PEROUIMANS COUNTY TAX RELEASES: 34-41-1

Doable billed in errer. Account No. 429942.	\$144.II
Brown's Landscaping & Hauling	

Taxpayer states his equipment is not in town limits. Account No. 258216. - \$2,154,00 3. Personnel Matters:

Name	Employee Job Title	Асбел	Grade/	New	Effective
Rachel Sawyer	Part-Time/Fill-In-ENT-B	Required	Step	Salary	Date
Shirley Felton	Part-Time Housekeeper	Remark from Roster			10/01/2018
Robert Elliou	Water Tech 1	Retirement	 		02/01/2019
Adm, Officer [Amend Salary Classification	Certification	58/6	\$27,088	02/01/2019
Nicole Elliot	Administrative Officer 3	Amendanent	<u> </u>		02/01/2019
Natalic Verner	IMC III Lend Worker	Reclassification	67/11	\$45,261	02/01/2019
4. Step/Merit Increase		Promotion	65/2	\$33,434	02/01/2019

Step/Merit Increases;

Employee		<u> </u>	·	
	Employee	Grade	New	Effective
Name	Jab Title	Step	Salary	Date
Lindsey Ford Holly Hunger	Certified Telecomraunicates Fill-In	62/2	\$12.90hr.	02/01/2019
	Board of Elections Supervisor	64/4	\$33,593	02/01/2019
Reading the second second				

5. Budget Amendments:

BUDGET AMENOMENT NO. 10 **GENERAL FUNDS**

CODE NUMBER		AMO	UNT
the second s	DESCRIPTION OF CODE	INCREASE	DECREASE
10-348-010	State Grant - EMS/Post Overdose	30.000 (
10-592-741 EVEL 151 171031	Perg/Pase Post Overdose Response	30,000	
State - Joint effort between Perg	FY 18/19 budget to include the Post-Overdose E	tesponse ?cam Grant	as awarded by the

Board Appointments: The following Board reappointments were unanimously approved by the Board:

		· · · · · · · · · · · · · · · · · · ·			
NAME	BOARD	ACTION	TERM	EFFECTIVE DATE	
	Agricaltaral Advisory Board - Parkville	Respoirament	3 vrs.	02/01/2019	
	Agricultural Advisory Board - Belvidere	Reappointment	i 3 yrs,	02/01/2019	
Modre, Donald	Agricultural Advisory Board - Bethel	Reappoirtment	J yrs.	02/01/2019	

PRESENTATION & INTRODUCTION OF NEW EMPLOYEES/STAFF

While waiting on the drug dog, Roll, to get ready, the Board had the following introduction of new employees:

Susan Chaney, Social Services Director, introduce Courtney Shadle, Office Assistant III, who was appointed effective 12/1/2018.

> Bill Jeanings, Tax Administrator, introduced Patsy Miller, Part-Time Tax Lister, who was appointed effective 12/178.

After the two new employees made a few comments, Chairman Nelson welcomed them to Perquimans County. Once Roll was ready, Chairman Nelson proceeded with the presentation to Roll and the Shenff's Department:

> Bethany Thompson, member of the local AWARE (Animal Welfare of the Albemarie Region Everyday) group. After explaining their main mission, she explained that they had heard about Perquienans County Sheriff's Department obtaining Roll, a 2% year old German Slicpherd drug detection dog from Germany, their group began to think about his safety. After doing some rescuerch and checking with Sheriff White, they decided to purchase the \$975 multi-thread ballistic vest for Roll because he is a drug detection dog. Roll's handler and partner is Deputy Bobby Farrar who made many measurements to get that yest to fit Roll. Roll loves to truin with his tactical chicken and they appreciate Roll and Deputy Farrar for their service to Perquimans County. They are very pleased to present the vest to Roll tonight. Deputy Farrur rando a few comments about what Roll does in addition to the drug detection. He thanked AWARE for this presentation and Sheriff White thanked AWARE and the County for supporting this program. Chairman Nelson Blanked them for their donation and for their interest and involvement in the case of domesticated animais.

JAMES BUNCH, INTERIM SCHOOL SUPERINTENDENT

James Bunch, Interim School Superintendent, presented a school calendar flexibility resolution that was adopted by the Board of Education at their meeting on January 28, 2019 and is asking the

February V, 2019 continuage 2 3475

Board of Commissioners to support their Board by adopting a similar Resolution. After explaining the current calendar, he asked the Board who better knows the best calendar for Perquimans County school residents than the Board of Education. As of last Monday, there were twenty (20) Boards of Education and eleven (11) Boards of Commissioners that approved this Resolution. Commissioner Jones asked what the argument was against the Resolution. Mr. Bunch said that the tourism industry was the one that got the law changed to its current form in 2005. Commissioner Hoffler asked that, if the Board of Commissioners vote yes tonight, will it have to be approved by another entity. Mr. Bunch explained that they would send a copy of the Resolution to the N.C. School Board Association, send a copy of the original to County Manager Heath, and to our State legislators (Senator Steinburg & Rep. Goodwin). Chairman Nelson asked if this was one of the priorities for the School Board Association for 2019-20 School Year. Mr. Bunch said that it was. It will probably go into effect in a couple of years. After motion made by T. Kyle Jones, seconded by Fondella A. Leigh, the Board adopted the following Resolution:

RESOLUTION SUPPORTING LOCAL CONTROL OF SCHOOL CALENDARS

WHEREAS, the North Carolina General Statutes give local boards of education powers of supervision and control of local school systems; and

WHEREAS, local control over establishing school calendars is an integral companent of school system supervision and administrative powers with which local boards of education have been vested; and

WHEREAS, in 2004 the North Carolina General Assembly seized control of setting school calendars and imposed a one-size-fits-all mandate on how school calendars are to be set; and

WHEREAS, the current one-size-fils-all school calcular start date is no easilier than the Mendary closest to August 26 and the end date is no later than the Friday closest to June 11; and WEIERER the Statement for the statement for the statement of the statemen

WHEREAS, the State mandated late August start date means high schools do no complete the first semester until mid to late January; and

WHEREAS, the current law essentially requires high school students to take first semester exams after the winter break, which negatively impacts test scores, according to students and educators; and

WHEREAS, the second senseler for high schools starts two to three works later than community colleges and universities; and

WHEREAS, the superintendents report that the calendar misalignment makes it nearly impossible for high school students or recent winter graduates to take courses at a nearby community college or university during the second sentester; and

WHEREAS, exams for Advanced Placement and International Bascalaureate classes are given on the same day nationwide, and the current calendar law shortens the anyount of time North Carolina's students have to learn the material before test day; and

WHEREAS, it is well-documented through multiple studies that children will experience a phenomenon known as summer learning loss, which has a disproportionate impact on low-income children; and

WHEREAS, long summer breaks can also negatively impact child nutrition, as low-income children who have access to regular meals at school through the free and reduced priced meal program may not have access to regular meals at hence; and

WHEREAS, with little flexibility built in to the calendar, scheduling make-up days is extremely challenging, and

WHEREAS, major hurricanes and severe winter snow sterras have caused Perquimars County Schools to miss 16 school days over the pase three years; and

WHEREAS, fail sports and hand begin August 1, schedules for extracorriculars have not changed to coinside with the State-mandated school calendar; and

WHEREAS, local boards of education are best equipped to understand the balancing act of meeting the community's needs and maximizing student success; and

WHEREAS, restoring local control of school calendars will allow local boards of education to best meet the calendar preferences of the families, educators, and businesses in our community while allowing for innovative experimental approaches to improve student achievement.

THEREFORE, be it resolved that the Perquismans County Board of Commissioners supports that the Perquismans County Board of Education's resolution in support of calendar flexibility which was adopted on January 28, 2019.

Adopted by the Perquimans County Board of Commissioners this 4th day of February, 2019.

ATTEST:

Wallace E. Nelson, Chairman Perquimans County Board of Commissioners

Mary P. Hannicutt, Clerk to the Board

Chairman Nelson asked Mr. Bunch if there were any other items that he would like to bring up to the Board of Commissioners. Mr. Bunch mentioned the following items:

- > He stated that about a month ago, he attended a Juvenile Crime Prevention Meeting and had the opportunity to meet Roll and was very pleased that the County has a drug detection dog of that calibrer.
- Elsing Riddick Charter School Update: On January 16, 2019, the Board of Trustees for this Charter School presented their proposed to the N.C. Charter School Advisory Board to seek acceleration of their application to start for the next school year. Their request was not approved for acceleration but they were approved for the 2020-21 School Year but it was just a preliminary approved. The N.C. Charter School Advisory Board makes a recommendation to the State Board of Education and it is State Board of Education that would make final decision on approval or denial. This is just a short update. County Masager Heath asked Mr. Bunch, in that audio of the heating, was there anything mentioned about the letter the? Mr. Cheeseman talked about the financial concerns that he and the distict had should bis charter school be allowed to come into Perquimans County. If you go to the N.C. Department of Public Education website or Google N.C. Charter School Approval, you can public update. County Manager Heath application along with a copy of the impact statement that Mr. Cheeseman talked about the financial concerns that he and the distinct had should bis charter school be allowed to come into Perquimans County. If you go to the N.C. Department of Public Education website or Google N.C. Charter School Approval, you can public update. County Manager Heath application along with a copy of the impact statement that Mr. Cheeseman prepared. Caunty Manager Heath asked to make a comment about the heating. He stated that he had listened to some of the heart grant about the public to knew that he clarter School at some of the heart grant about the public to knew that he near anyone else associated with the County has been centacled to use the applicate the public to knew that he near anyone else associated with the County has been centacled to use the adding and the heart flat the upblic to knew that he near anyone else associated with the County has been centacled to use the add the public liberate.

Chairman Nelson thanked Mr. Bunch for his information tonight and discussed upcoming meetings on the FY 2019-20 Fiscal Year Budget. Mr. Bunch thanked the Board for allowing him to come speak and update them on the events at the school system.

BILL JENNINGS, TAX ADMINISTRATOR

Mr. Jennings presented his monthly report.

SUSAN CHANEY, SOCIAL SERVICES DIRECTOR

Ms. Chaney presented her monthly report.

JONATHAN NIXON, EMERGENCY SERVICES DIRECTOR

- Mr. Nixon had two things to bring up tonight. There were as follows:
- StormReady Certification: Jeff Orrock, Meteorologist in Charge NOAA/NWS Wekefield, VA, gave a 10-minute resentation on what the SlorenReady Certification was. He was very proud to present to Chairman Netson a sign that shows that Perquiring to comp had achieved the StormReady Certification. He congratulated Mr. Nixon and his staff for working had to Proteinants County has achieved are southweasy Counteenant. The congrutation and the state and the obtain this certification. Chairman Nelson thanked Mr. Orrock for conting and making this presentation.
- Public Officials Conference: Mr. Nixon presented his actual Public Officials Conference to the Board of Commissioners and to the following public officials from the Towns of Hertford and Winfall: Fred Yates, Mayor of Winfall, and Quentin Jackson, Hereford Town Councilman. Chaimban Nelson thanked Mr. Nixen and his staff for all their hard work and was impressed that the Sheriff's Department has worked so closely with them in namy rescue calls.

COMMISSIONER'S CONCERNS/COMMITTEE REPORTS

The following commissioner's concerns/committee reports were given:

- Commissioner Leich: Ms. Leigh undated the Board about the Albemarie Commission. She stated that Tracey A. Johnson from Washington Coursy is the new Chair of the Albemarie Commission Board of Delegates and Rob Ross from Dare County is the new Vice Chair. In addition, the Board voted to appoint Melody Wilkins from Johnson Coursy as the new Executive Director effective January 28, 2019. Ms. Leigh explained that the County should be receiving more information from their Attorney. John Leidy, regarding the proposed revisions of their Charter and By-Laws. County Manager Heath sold that he had received some information from Mr. Leidy's office today.
- Chairman Nelson: Mr. Nelson presented the following report from the Trillium Advisory Beard:
 - Medicaid Reform
 - Department of Health and Human Services (DHHS) continues to release more and more of their plans to design the Tailored Pian.
 - 2.
 - DEBES announces plans for regions after January session of the General Assembly, Request for Proposal released for Tailored Plans in February 2020 3.
 - 4 Announce successful applicants for Tailored Plans in May 2020
 - 5. Tailored plans go live July 2021.
 - Service Expansion in the Northern Region
 - - Licensed independent Practitioners in all counties closes 1-31-19
 - 2. Outpatient Opioid Program Bestie County (opened until filled)
 - Pineburst Conference first week in December
 - Record breaking attendance
 - Trillium only MCO to win award
 - Advancing Technology implement a web based assessment (CHAT)
 - b. Community Inclusion our work with Oxford House in opening Oxford Houses in our catchment are
 - Health Information Exchange/Electronic Health Record
 - Mandates that all providers of Medicaid and State funded services be connected to the HJE system and have an electronic
 - Concerns from small providers in our Provider Network about requirement because it is an expensive undertaking and they say they cannot afford is so they may have to go out of business
 - 3. Encouraging small providers to possibly work with other providers to share the cost of this requirement.
 - 4. What the State has done

 - a. Offered incentives to providers to assist with implementation
 b. State has offered some functing to help with the cost of implementing the Electronic Health Record.
 - c. Publish benefits for connecting to HIE and HER

 - c. ruoman explanation of the second second

 - - Reviewed requirement for counties to develop Transportation Agreements found in Senate Bill 630. Shared Latter from the DHHS to NC Commissioners Association regarding Transportation Agreements. Commissioners 2.

UPDATES FROM COUNTY MANAGER

County Manager Heath presented the following updates:

- Golden Leaf Grant: The County was invited to apply for the Golden Leaf Grant which we did for \$3.5 million to be used for the Masine Park Basin. The decision on the award of the grant will be made on February 7, 2019. He will keep the Board informed of that decision
- Federal EDA Grant: We applied for almost \$3.0 million but the federal government shall down has delayed the process.
- NCACC Essentials of County Government Course; Mr. Heath, Mr. Nelson, Mr. Hoffler, and Mr. Lennon atlended the NCACC Essentials of County Government Course lust week in Greenville. It was a great training for all of them.
- Mini Board Retreat: Mr. Heath remanded the Board of their Mani Retreat meeting which is scheduled for February 18th from 2:00 to 5:00 p.m. at the EMS Building. Kevin Leonard, Director of NCACC, will be coming to kick off the meeting.
- Library: Mr. Heath reported that, this meeth, he, the architect, and the contractor did as annual walk-then of the Library to determine if there were any issues that needed to be handled before the warranty expires. It went well and there were a few issues that the contractor needed to address. He hopes that those issues will be taken care of in a month or two.
- > Special Services Building: White here, the architect met with him and the Social Services staff regarding the constantion of their new facility. They were able to further refine the drawings for the facility. The costs of the drawings were included in FY 2018-19. A work project on this facility will probably come about in a couple of months.
- > Pasquotant: County Reverse Osmosis Plant: Mr. Heath reported Pasquotard; County had notified the County that the wells for that plant are draining the aguales at a faster rate than they originally expected. Mr. Heath discussed this situation with our County Engineer, Bill Diehl, and they will constrant to get information about this situation from Pasquoian's County and report back to the Board. Pasquotank County stated that they may have to acquire some well sites in Perquimans County to sileviate the problem.
- Boat Ramp Restrooms: Mr. Heath reported that the boat ramp bathrooms are complete. They are still waiting on the oblity hookups from the Town of Heritard.
- Perguimans/Chowan/Gates Landfill (PCG): Raiple Hollowell of PCG came to one of the Commissioners' Work Sessions last year to explain that there may be some landfill billing procedures that needed to be looked out. The County had the zuditor review the billing process and they made their recommendations. Mr. Heath will follow up with Ralph Hotlowell on whether or not these recommendations have been made
- Meeting with Towns of Hertford & Winfall: On January 14, 2019, Mr. Heath and Chainman Nelson met with Winfall Mayor Fred Yates, Hertford Mayor Horace Reid, and Town Manager Para Hurdle to discuss the 911 Communications fee issue that was discussed in the newspaper. Mr. Heath reported that answered their questions and provided them with as much information as we could. After discussing the matter with Chairman Netson, Mr. Heath explained that a follow up letter will be forwarded to the

BOARD APPOINTMENTS

Chairman Nelson reported that, at this time, we still have a couple of Board appointments to be made. They are as follows:

- t. Northern Regional Advisory Board for Trillium: The County still needs to appoint a new representative to the Northern Regional Advisory Board for Trillium. Notice has been placed on the website to receive applications for this seat but, to date, we have not received any responses.
- <u>Idjut Community Advisory Committee</u>: With the resignation of Mary Vidaurri in January, this committee now has two vacancies. Notice has been pasted on the website to receive applications for these seats but, to date, we have not received any responses.

With no applications to review, the Board took no action and tabled the matter until next month.

CENTURYLINK EASEMENT - PURCHASE LETTER AGREEMENT

County Manager Heath explained that CenturyLink had approached the County to purchase an easement. He read the following "Statement of Necessity of Work R-4467";

NCDOT has work in progress to replace the existing pivot bridge crossing the Perquimans River on North Church Street in Hertford. CenturyLink currently has cable facilities that cross under the Perquinans River and rise up and onto a pole line on the west side of N. Church Street to the intersection with Winfall Boulevard. NCDOT plans to remove the existing road hed along this route once the new bridge is placed in service which leaves CenturyLink with no way to access this pole line in the future. CenturyLink's proposal is to remove this pole line by building a new fiber optic route under the Perquimans River on the west side of Ocean Highway (US 17) and placing a new switching center at the Perquimans County E911 Center on Creek Drive. All telephone and data lines currently working on the north side of the Perquimans River will be re-homed into the new switching center. This will allow CenturyLink to not only remove the existing facilities along the road but will shorten the loops to subscribers in this area galvanized steel platform, above the flood elevation, with a metal under penning around its perimeter to match the E911 generator existing on the site. Landscaping and site prep will be done in a manner agreeable to the Perquimans County Manager and the E911 Director.

County Manager Heath recommends this easement and purchase letter agreement. On motion made by T. Kyle Jones, seconded by Alan Lennon, the Board unanimously approved the following easement and purchase letter agreement:

EASEMENT PURCHASE LETTER AGREEMENT

Date:

Perquintans County P.O. Box 45 Herford, NC 27944

RE: <u>Rasement Purchase Letter Agreement ("Letter Agreement")</u>

Dear Mr. Health:

For good and valuable consideration, the sufficiency of which is acknowledged by the parties to this Letter Agreement, Carolina Telephone and Telegraph Company, LLC divis ("CenturyLink") and County of Perquiments a North Carolina Body Politic ("Owner") agree that CenturyLink may purchase an ensement from Owner upon the terms and conditions set forth in this Letter Agreement.

Owner owns certain real property located in the Township of Parkville, County of Perquinans, State of North Carolina, as described in Exhibit "A" attached to and incorporated by reference into this Letter Agreement ("Property"). CenturyLink desires to purchase from Owner, and Owner desires to grant to ContrayLink, an casement upon, under, through, over and along a portion of the Property ("Easement Tract"), such easement being in form and substance substantially the same as that set forth in Exhibit "B" marked "EXAMPLE" and attached to and incorporated by reference into this Letter Agreement ("Easement"). The Easement Tract is upproximately located on the Property as set forth on the sketch attached to and incorporated into this Letter Agreement as Exhibit "C."

Prior to purchasing the Easement, CenturyLink is entitled to a period of 90 days ('Review Period'') during which CenturyLink, its employees, agents or constractors ('Authorized Parties') can enter upon the Property for the limited purpose of conducing any survey, tile work, environmental testing or other due diligence necessary, in CenturyLink's sole discretion, for CenturyLink to determine if the Easement Tract is acceptable to CenturyLink ('Permitted Activities'). The Review Period will begin to run on the date this Letter Agreement is last signed by both Owner and CenturyLink where indicated below ('Effective Date'). Owner will make the Property and access to the Property available to the Authorized Parties during the Review Period for such Permitted Activities. Upon completion of the Permitted Activities, CenturyLink will, if applicable, at its sole cost and expense, restore the Property to substantially the same condition it was in before the Authorized Parties' entry onto the Property, except for reasonable wear and tear.

If, on or before the expiration of the Review Period, CenturyLink determines, in its sole discretion, that the Easement Tract is acceptable to CenturyLink, CenturyLink will, within a reasonable time after the expiration of the Review Period, pay SSI00.09 ("Purchase Price") to Cwner, in exchange for the Purchase Price, Owner will deliver to CenturyLink an original signed and notarized Easement.

If on or before the expiration of the Review Period CenturyLink determines, in its sole discretion, that the Easement Tract is not acceptable to CenturyLink, CenturyLink will, within a reasonable amount of time after the expiration of the Review Period, communicate to Owner in writing that is will not purchase the Easement. In that event, CenturyLink will have no further obligations under this Letter Agreement.

This Letter Agreement will become effective upon the Effective Date. The parties to this Letter Agreement evidence their agreement to and acceptance of the terms and conditions of this Letter Agreement by signing below where indicated.

GENTONTLINA	"OWNER"
Carolina Telephone and Telegraph Company, LLC d/dra/ CenturyLink	County of Perquimans, a North Carolina Body Politic
Sy:	By:
Printed Name;	Priated Nano:
Tide:	Tide:
Signature Date:	Signature Date:

EXHIBIT A TO EASEMENT PURCHASE LETTER AGREEMENT

DESCRIPTION OF PROPERTY

BEGINNING at a set iron pin in the northern edge of the 100 ft. public right of way of U.S. Highway 17 Business ("Creck Drive") there alongside property now or formerly owned by Ronald Hamlin N 02° 56' 28" W 191.20 feet to a found concrete manament; thence alongside property now or formerly owned by the Willis L. Jessup Estate N 12° 46' 39" feet W 199.85 feet to a found concrete monument; thence alongside property now or formerly owned by the Willis L. Jessup Estate N 14° 07° 25" E 186.55 feet to a found concrete monument; thence alongside property now or formerly owned by the Willis L. Jessup Estate S 54° 45' 51° E 343.54 feet to a found concrete monument; thence alongside property now or formerly owned by the Willis L. Jessup Estate S 50° 50' 48° W 57.29 feet to a found concrete monument; thence alongside property now or formerly owned by the Willis L. Jessup Estate S 50° 50' 48° W 57.29 feet to a found concrete monument; thence alongside property now or formerly owned by the Willis L. Jessup Estate S 50° 50' 48° W 57.29 feet to a found concrete monument; thence alongside property new or formerly owned by the Willis L. Jessup Estate S 50° 50' 48° W 57.29 feet to a found concrete monument; thence alongside property new or formerly owned by the Willis L.

3478 February 4, 2019 continued

V.A. Page 5

46° 28' 55" E 299.19 feet to a found iron pipe; thence \$ 05° 38' 33" E 59.13 feet to a point; thence \$ 88° 04' 09" E 84.00 feet to a point; thence N 68° 41' 47° E 63.00 feet to a point; theree S 86° 52' 41° E 182.00 feet to a point; theree S 64° 05' 51° W 35.00 feet to a point; theree S 66° 52' 41° E 182.00 feet to a point; theree S 66° 52' 41° E 182.00 feet to a point; theree S 66° 52' 41° E 182.00 feet to a point; theree S 66° 52' 41° E 182.00 feet to a point; theree S 66° 52' 41° E 182.00 feet to a point; theree S 66° 52' 41° E 182.00 feet to a point; theree S 66° 52' 41° E 182.00 feet to a point; theree S 66° 52' 41° E 182.00 feet to a point; theree S 66° 52' 41° E 182.00 feet to a point; theree S 66° 52' 41° E 182.00 feet to a point; theree S 66° 52' 41° E 182.00 feet to a point; theree S 66° 52' 41° E 182.00 feet to a point; the northere edge of the 100 ft. public right of way of U.S. Highway 17 Business ("Creek Drive") which said point is localed N 79° 39' 60° W 144.19 feet from USCOS Mon "44 MEA"; thence alongside said right of way N 87" 39' 69' W 322.30 feet to a found iron pipe; thence alongside said right of way along a curve having coordinates of R:2.821.56" 1,: 444.36' Chord: S 87" 50' 09" W 443.90 feet to the point and place of beginning.

Said parcel containing 3.757 acres more or less as more particularly shown on that certain survey by Josiah A. Webb, III, Licensed Surveyor, entitled "A Recombination Survey for the County of Perquimans, 159 Oreck Drive (former AEMC Site)" dated September 15, 2011, a copy of Page ____ ____ Slide ___ N/A of the Perquimans County Registry.

The parcel conveyed herein is a recombination of two parcels of land heretofore identified as Perquinxass County Parcel Numbers 7940-92-5309 and 7940-92-3631 and which are the same parcels conveyed to the granter herein by deeds recorded at Book S1 Page 275 and Book 74 Page 218 of the Perquismans County Registry.

SUBJECT to electrical power lists and power poles which serve the subject property and which are shown on the aforementioned survey.

EXHIBIT B TO EASEMENT PURCHASE LETTER AGREEMENT

EASEMENT

Prepared by: ConturyLink

14111 Camital Blvd Wake Forest, NC 27587 After recording please return to: Zach Palmer 809 Silver Linden Lane Wake Forest, NC 27587

RECORDING INFORMATION ABOVE

EASEMENT AGREEMENT

The undersigned *County of Perquimans* ("Grantor)" whose address is P.O. Box 45, Herford, NC 27944 for good and valuable consideration, the receipt and sufficiency of which are acknowledged, hereby grants and conveys to *Carolina Telephone and Telegraph Company, LLCI*, doba CesturyLink its successors, assigns, lessers, ticenters, agents and affiliates ("Grantor"), having an address of 100 CenturyLink Drive, Monroe, Louisiana 71205, Atta: Construction Service, a perpetual, non-exclusive ensement ("Exemption") to construct, metter maintain tensis, extend replace and removed a computation tension tension from the formation from the formation tension of the section of the sect Centurysank Drive, Monroe, Louistana 71203, Attn: Construction Service, a perpetual, non-exclusive easement ("Easement") to construct, operate, maintain, repair, expand, replace and remove a communication system that Grantee from time to time may require, consisting of but not limited to, tables, wires, conduits, manholes, drains, splicing boxes, vaults, surface loculision markers, equipment cabinets and associated wooden or operate pads, aerial lines, poles and cables, and eather facilities and structures, including utility service if required to operate such system, facilities and structures (collectively, the "Facilities") over, under and ecross the following property located in the County of Perquitmans, State of North Carolina, which Grantor owns ("Easement Tract"):

SEE THE DESCRIPTION SET FORTH ON EXHIBIT A ATTACHED TO, AND BY THIS REFERENCE MADE A PART OF, THIS AGREEMENT

Grantor further grants and conveys to Grantee the following incidental rights:

The right of ingress and egress over and percess Granter's lands to and from the Easement Truet; and (1)

The right to clear all trees, roots, brush and other obstructions that interfere with Grantee's use and enjoyment of the Easement Tract. (2)

Grantor reserves the right to use aride eajoy the Easement Tract so long as Grantor's use does not materially interfore with the rights granted in this Easement Agreement. Grantor will not erect any structure or plant troos or other vegetation within the Easement Tract and will not after without Granted in the Easement Tract or the ground immediately adjacent to the Easement Tract by grading or otherwise excavating, without Granted instructure of the Easement Tract or the ground immediately adjacent to the Easement Tract by grading or otherwise excavating.

Grantor warrants that Grantor is the owner of the Easement Tract and will defend this to the Easement Tract against all claims. Grantee will have no responsibility for environmental contamination unless caused by Grantee

The rights, conditions and provisions of this Easement Agreement will ran with the land and will inture to the benefit of and be binding upon Grantor and Grantee and their respective successors and assigns,

> Signed by Graptor this day of ___ . 2019

GRANTOR: County of Perquimons

	BY:	
		(
	BY:	
STATE OF NORTH CARDINA		()
COUNTY OF}		
On this day of, 2019, before me		the undersigned officer, personally appeared
the within instrument and acknowledged that they executed the	van 80 stoc (ox subisfac se samee for the purp	torily proven) to be the person(s) whose same is subscribed to oses therein contained.

in witness whereof, I hereunto set my hand and official seal,

My commission expires:

Notasy Public

EXHIBIT A TO EASEMENT AGREEMENT

Legal Description of Easement Tract

The Easement Tract is located in the Township of Parkville, Perquimans County, North Carolina within and across a tract of land known as Parcel - PIN Number 7940-92-5309 and described in the Perquimans County, North Carolina Office of the Register of Deeds in Deed Book 391, Page 687,

LEGAL DESCRIPTION TO BE

ATTACHED

EXHIBIT A CONTINUED

Sketch or Drawing of Easement Tract SURVEY TO BE ATTACHED



EXHIBIT C TO EASEMENT PURCHASE LETTER AGREEMENT

SALE OF SURPLUS EQUIPMENT & DECLARATION OF TWO BOAT TRAILERS AS

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 item is as follows:

BUYER	ITEM	SERIAL NO.	DATE SURPLUSED	START BID	SOLD	
Date Needham	2080	Ford F-150 Truck - VIN #8223	7/6/15	\$250	\$515.00	

In addition, the following boat trailers, which have been assessed to be unfit to be sold, will need to be declared "Disposable Items" and direct County Manager Heath to dispose of them:

YEAR	MAKE	MODEL	VEN #	DATE SURPLUSED
1998	Load Rite	3raite:	274	7/6/2015
	Custora made	Bool Trailer	*	2013

County Manager Heath also notified the Board that GovDeals no longer is charging their fee so the sold amount is the net results amount. On motion made by Joseph W. Hoffler, seconded by Fondella A. Leigh, the Board unanimously approved the sale of the 2000 Ford F-150 Truck, VIN #8223, and to declare the two trailers as "Disposable Items" and directed County Manager Heath to dispose of them.

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PERSONNEL MATTERS

County Manager Heath reported that these personnel matters were was received after the Agenda Packets were distributed so it could not be included in the Consent Agenda. On motion made by Atan Lennon, seconded by Joseph W. Hoffler, the Board unanimously approved the following personnel

Territoria State	Employee Name Eugene Knight	 Name	Employee Job Title	Action Required	Grade/ Step	New Satary	Effective Date	٦
Lames Cochrane, Jr. Bailliff Beingtheinen (1997)			Water Technician II Bailitf	Retirement Reinstatement	n/g	Si4.61/br	06/01/2019	1

PUBLIC COMMENTS

There were no public comments.

ADJOURNMENT

There being no further comments or business to discuss, the Regular Meeting was adjourned at 8:35 p.m. on motion made by T. Kyle Jones, seconded by Fondella A. Leigh.

Clerk to the Board

Wallace E. Nelson, Chairman

************ BOARD MINI-RETREAT February 18, 2019

2:00 p.m.

The Perquimans County Board of Commissioners met in a Mini-Retreat on Monday, February 18, 2019, at 2:00 p.m. in the Conference Room located in the Emergency Services Building located at 159 Creek Drive, Hertford, NC 27944. MEMBERS PRESENT Mallage E. Made

MEMBERS ABSENT:	Joseph W. Hoffler Alan Lennon None	Fondella A. Leigh, Vice Chair T. Kyte Jones Chartes Woodard
OTHERS PRESENT:	Frank Heath, County Manager	Man Hunnicutt Clock to the f

Mary Hunnicutt, Clerk to the Board

The meeting was called to order by Chairman Nelson. Chairman Nelson recognized Kevin Leonard, Executive Director of the North Carolina Association of County Commissioners (NCACC).

KEVIN LEONARD, EXECUTIVE DIRECTOR OF NCACC

Mr. Leonard presented a PowerPoint presentation giving an overview of NCACC and the current twenty-six Legislative Goals that was adopted during the Legislative Goals Conference on January 9, 2019. The top five Priority Legislative Goal for FY 2019-20 are as follows:

- 1) Seek legislation, funding, and other efforts to expand digital infrastructure/broadband capability to the unserved and under-served areas and residents of the state.
- 2) Seek additional revenue sources, including a statewide bond and lottery proceeds, to equitably address statewide public school and community college capital challenges.
- 3) Support efforts to preserve and expand the existing local revenue base of counties and authorize local option revenue sources already given to any other jurisdiction to all counties. Oppose efforts to divert to the state, fees or taxes currently allocated to the counties or to crode existing county revenue streams.
- 4) Support provision of state resources to ensure county ability to provide essential public health, behavioral health and social services, with specific consideration to the challenges of incarcerated persons, the continued county role in behavioral health governance, and programs addressing substance use disorder, throughout Medicaid transformation.
- 5) Seek legislation to repeat the statutory authority under N.C. Gen. Stat. 115C-431(c) that allows a local school board to file suit against a county board of commissioners over appropriations to the local board of education's capital outlay fund.

BROADBAND DISCUSSION

As the No. 1 Priority Legislative Goal, Mr. Leonard presented an update on NCACC's involvement in this program.

REVIEW OF LAST RETREAT

County Manager Heath provided a review of the Goals & Achievements for 2016-2018.

FUTURE OF MARINE INDUSTRIAL PARK

County Manager Heath explained that we had received significant funding for the Marine Park Basin installation. He further asked the Board to think about what direction they would like the County to move toward.

FIRE MARSHAL/EMS PAY/INSURANCE RATES

County Manager Heath reported that this is something that the Board would need to discuss during the budget work sessions.

BUDGET DIRECTION

County Manager Heath provided an overview of his philosophy of budgeting.

RECREATION ADVISORY BOARD COMPOSITION

County Manager Heath discussed the current composition of the Recreation Advisory Board and how replacements are made when a member resigns from the Board.

DISPATCH 911 FEES - TOWN OF HERTFORD

Chairman Nelson presented how the County has responded to the payment of the Dispatch 911 Fees after a meeting that was held with Mayor Yates of Winfall, Mayor Reid of Hertford, Hertford Town Manager Hurdle, County Manager Heath, and himself. The County is awaiting a response from the Towns.

WELLNESS CENTER

The Wellness Center in Perquimans County was discussed earlier in the meeting under the Review of Last Retreat.

TOURISM DEVELOPMENT BOARD

Commissioner Lennon brought up the current makeup of the Tourism Development Board and recommends that the Board revisit this because they are having a difficult time finding members to serve on this Board.

ADJOURNMENT

There being no further comments or business to discuss, the Mini Retreat was adjourned at 5:00 p.m.

Clerk to the Board

Wallace E. Nelson, Chairman

WORK SESSION February 18, 2019

7:00 p.m.

Due to a lack of business to discuss, the Perquimans County Board of Commissioners Work Session on February 16, 2019 was cancelled.
February 28, 2019

Tax Refunds: (Perquimans County)

Melvin David Layne\$243.23Plate was placed on wrong vehicle. Had to takeweighted tag off and put on correct vehicle.11 month refundAccount #: 0046091768

V.C.1. - Page 1



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

Wilford Forbes 216 Craney Island Road Belvidere, NC 27919

February 4, 2019

Mr. Forbes,

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 March of 2018. 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

V.C.1. - Page 2



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

Bernard Joyce 867 East Ridge Road Shawboro, NC 27973

February 4, 2019

Mr. Joyce,

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.

You should have received a letter last December asking your intentions with continued employment with our system and 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 and key fob should be returned immediately.

Regards,

C.

Jonathan Nixon, Director Perquimans Emergency Services

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

V.C.2. - Page 1

employment	ACTION	FORM
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DATE SUBMITTED: _____February 21, 2019

COUNTY OF PERQUIMANS

STATUS: NEW EMPLOYEE/PROBATIONARY PERIOD/MERIT RAISE

NAME: Andrea Stoner	SOC. SEC. NO.:
POSITION: Fulltime Certified Telecommunica	
	03/01/2019
GRADE: 62 STEP: 1 SALAR	Y:\$28,584
ENDING DATE OF PROBATIONARY PER	IOD:03/01/2020
CURRENT: GRADE: STEP: S	ALARY:
JOB PERFORMANCE EVALUATION	
YEAR 1 2 3 4 (CIRCLE)
DATE OF SUCCESSE	III CONDICTION OF PROPERTION AND AND AND AND AND AND AND AND AND AN
	UL COMPLETION OF PROBATIONARY PERIOD AND BY DEPARTMENT FOR PERMANENT STATUS. P: SALARY:
Date CATE OF ANNUAL E	VALUATION AND RECOMMENDATION FOR STEP
Date TIONARY PERIOD.	E TERMINATION DUE TO UNSUCCESSFUL PROBA-
Date GRADE:STEP:	EFFECTIVE DATE FOR EMPLOYEE MERIT RAISE.
THE ABOVE NAMED COUNTY EMPLOYEE IS SALARY LISTED ABOVE BASED ON I COMPLETED; PER THE COU	S BEING RECOMMENDED FOR THE INCREASE IN HIS/HER WORK PERFORMANCE EVALUATION NTY PERSONNEL POLICY.

DEPARTMENT RECOMMENDATION	COUNTY MANAGER APPROVAL
_ ball	manh Heath
DATE: February 21, 2019	DATE: 2/28/19
FINANCE OFFICER	
 DATE:	
	Revised 7/05

DATE SUBMITTED:	v.c.3. 2-2	Page	4
COUNTY OF PERQUIMANS			

		STATUS	S: NEW EMP	LOYEE	PROBATIO	NARY PERIOD/MERIT RAISE
NAN Pos	NE: <u>()</u>	<u>2r lie</u> Depu	Speer type Br	ard of	<u>- Elections</u>	SOC. SEC. NO .: DEPT .: BOard OF Elections
	NEW E	EMPLOYI E:	E EFFECTIVI	E DATE: SAL	<u>2-φ</u>	-19
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9	ARTME	NT RECO	$\frac{1}{2} \frac{1}{1} \frac{1}{9}$		··************************************	DATE: 2/28/19
	NCE 0	FFICER	787 d			
						Revised 7/05

COUNTY OF PERQUIMANS PART-TIME EMS/RESCUE EMPLOYEES

NAME: <u>Wayne Jordan</u>	SOC. SEC. NO.:	
POSITION: Paramedic EMS Part-Time	RESCUE:	
NEW EMPLOYEE EFFECTIVE DATE:		
GRADE: STEP: SALA		• .
Complete following information only if for n		······································
ADDRESS:		-
CITY/STATE/ZIP:		
PHONE NUMBER:		
Date OLIVINICATION ELEKANARY	FECTIVE DATE FOR EMPLOYEE RAISE DUE CHEDISWATE CERTIFICATE OF COMPLETIO SALARY:S18.79 Per Hour	Ŋ.
	ODERICE310.73 Per Hour	

EMS DEPARTMENT RECOMMENDATION	RESCUE SQUAD RECOMMENDA	TION
Jouth		
DATE: 2/28/19	DATE:	
COUNTY MANAGER APPROVAL Manh fleath	FINANCE OFFICER	
DATE: 2/20/19	DATE:	
		:
-		
		•

EMPLOYMENT ACTION FORM DATE SUBMITTED:
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:
YEAR 1 2 3 4 (CIRCLE)
Date DATE OF SUCCESSFUL COMPLETION OF PROBATIONARY PERIOD AND Date RECOMMENDATION BY DEPARTMENT FOR PERMANENT STATUS. GRADE: STEP: SALARY:
Date DATE OF ANNUAL EVALUATION AND RECOMMENDATION FOR STEP Date RAISE. (YEAR 2 3 4) GRADE:STEP:SALARY:
Date DATE OF EMPLOYEE TERMINATION DUE TO UNSUCCESSFUL PROBA-
3-1-19_RECOMMENDATION AND EFFECTIVE DATE FOR EMPLOYEE MERIT RAISE. Date GRADE: 64STEP: 6SALARY: \$35,272
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: DATE:
DATE:
Revised 7/05

Empi	LOYMEN	IT ACTI	on form		DATE	SUBMITT	ED:	February 21, 2019
	ST	'ATUS:			OF PERC		riod/n	IERIT RAISE
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								mmunictaions
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l Similar	ENDING I		PROBATIO	NARY PE	:RIOD:			
	Rent: GF	RADE:	STEP:		SALARY:			
L	JOB PEK	FORMA	NCE EVALU/	ATION				
_		1	23	4	(CIRCLE)			
[E)ate	木とりの問題	=NDATIO	N BY DEP	SRTMENT C		BATIONARY PERIOD AND RMANENT STATUS.
[ate	_ DATE OF (RAISE. (ANNUAL Year	EVALUATI	ON AND RE	ECOMN	ENDATION FOR STEP
		ate	DATE OF	EMPLOY	EE TERMIN	iation due	E TO U	NSUCCESSFUL PROBA-
図	<u>3-1-19</u> R Date	ECOMN GRADE:	ENDATION	AND EFF :4	ECTIVE D/ Sala	TE FOR EN RY: <u>\$30,7</u>	IPLOY 761	EE MERIT RAISE.
			COUNTY EM BOVE BAS	CI] (IN		unov r	DEDEA	FOR THE INCREASE IN RMANCE EVALUATION
7		5			*********	COUNTY M		er approval lath
	ICE OFFI			- <u></u>		DATE: _	-	
DAT	TE:		······					
								Revised 7/05

V.D.1. - Page 3

EMPLOYMENT ACTION FORM	DATE SUBMITTED:February 21, 2019
COUNTY O	F PERQUIMANS
	OBATIONARY PERIOD/MERIT RAISE
NAME: Emily Harrell	SOC. SEC. NO.:
	n DEPT.:911 Communications
STATUS CHANGE EFFECTIVE DATE	n DEP1.: S11 Communicizions
SIGNERSIEP:SALAR	Y:
ENDING DATE OF PROBATIONARY PER	IOD:
	ALARY:
JOB PERFORMANCE EVALUATION	
YEAR 1 2 3 4 (4	CIRCLE)
DATE OF SUCCESSE	UL COMPLETION OF PROBATIONARY PERIOD AND
	BY DEPARTMENT FOR PERMANENT STATUS, P:SALARY:
	VALUATION AND RECOMMENDATION FOR STEP
Date RAISE. (YFAR	2 3 4) P:SALARY:
	TERMINATION DUE TO UNSUCCESSFUL PROBA-
	CTIVE DATE FOR EMPLOYEE MERIT RAISE
THE ABOVE NAMED COUNTY EMPLOYEE IS SALARY LISTED ABOVE BASED ON COMPLETED:PER THE COU	S BEING RECOMMENDED FOR THE INCREASE IN HIS/HER WORK PERFORMANCE EVALUATION NTY PERSONNEL POLICY.
DEPARTMENT RECOMMENDATION	COUNTY MANAGER APPROVAL
and	Frank fleath
DATE:	DATE: 2/28/19
FINANCE OFFICER	
DATE:	-

EMPLOYMENT ACTION FORM DATE SUBMITTED:February 21, 2019
COUNTY OF PERQUIMANS
STATUS: NEW EMPLOYEE/PROBATIONARY PERIOD/MERIT RAISE
NAME: Vivian Long SOC. SEC. NO.:
POSITION: Certified Telecommunicator DEPT.: 911 Communications
NEW EMPLOYEE EFFECTIVE DATE:
GRADE: STEP: SALARY:
ENDING DATE OF PROBATIONARY PERIOD:
CURRENT: GRADE: STEP: SALARY:
YEAR 1 2 3 4 (CIRCLE)
DATE OF SUCCESSFUL COMPLETION OF PROBATIONARY PERIOD AND
Date RECOMMENDATION BY DEPARTMENT FOR PERMANENT STATUS. GRADE: STEP: SALARY:
DATE OF ANNUAL EVALUATION AND RECOMMENDATION FOR STEP
Date RAISE, (YEAR 2 3 4) GRADE: STEP: SALARY:
DATE OF EMPLOYEE TERMINATION DUE TO UNSUCCESSFUL PROBA-
Date TIONARY PERIOD.
3-1-19 RECOMMENDATION AND EFFECTIVE DATE FOR EMPLOYEE MERIT RAISE. Date GRADE: 62 STEP: 12 SALARY: \$37,392
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
part leath
DATE: 02-21-2019 DATE: 2/28/19
FINANCE OFFICER

Revised 7/05

EMPLOYMENT ACTION FORM	DATE SUBMITTED:February 21, 2019
COUNTY	OF PERQUIMANS
	OBATIONARY PERIOD/MERIT RAISE
NAME: Crystal Wright	SOC. SEC. NO.:
POSITION: Certified Telecommunicator	
GRADE:STEP:SALAR	IY:
ENDING DATE OF PROBATIONARY PER	RIOD:
	GALARY:
JOB PERFORMANCE EVALUATION	
YEAR 1 2 3 4 (CIRCLE)
	FUL COMPLETION OF PROBATIONARY PERIOD AND BY DEPARTMENT FOR PERMANENT STATUS.
	P:SALARY:
	VALUATION AND RECOMMENDATION FOR STEP 2 3 4) P: SALARY:
	E TERMINATION DUE TO UNSUCCESSFUL PROBA-
Date TIONARY PERIOD.	- PERMITTION DOE TO DRSUCCESSFUL PROBA-
3-1-19 RECOMMENDATION AND EFFE Date GRADE: 62STEP: 6	CTIVE DATE FOR EMPLOYEE MERIT RAISE.
COMPLETED: PER THE COU	
DEPARTMENT RECOMMENDATION	
had	march Heath
4000	Jnanh fleath DATE: 2/28/19
DATE: 02-21-2019	DATE: 2/20/19
FINANCE OFFICER	
DATE:	
	Revised 7/05

ман улар байта өр бөлүмдүү калардар улар түүүү байтар улар жана култан калар түүүү байтар түүү калар түүүүүү ка Түүүү

EMPLOYM	ENT ACTI	ON FORM	DATE SU	DATE SUBMITTED: 22519		
		COUN	ITY OF PERQUIN	IANS		
	STATUS:	NEW EMPLOYE	E/PROBATIONAL	RY PERIOD/MERIT RAISE		
NAME: POSITION:	Kristen G Human R		ment Specialist	SOC. SEC. NO. DEPT.: Social Services		
EMPLO	YEE EFFE	CTIVE DATE:				
GRA	DE:	STEP:	SALARY:	\$		
CURRENT:	GRADE:	BATIONARY PER STEP: NCE EVALUATION	SALARY:			
YEAR		2 3 4	(CIRCLE)			
	Date	DATE OF SUCC	ESSFUL COMPLET TEP: SALARY AL EVALUATION A 2 3 STEP: SA	TION OF PROBATIONARY PERIOD : \$ AND RECOMMENDATION FOR STE 4) ALARY: \$		
Date: THE ABOVE SALARY L COMPLETED DEPARTMEN	3-1-2019 E NAMED (ISTED AI D: NT RECOM CM M GM M February 2	GRADE: COUNTY EMPLOY BOVE BASED PER THE MENDATION	63 STEP: YEE IS BEING RE ON HIS/HER W COUNTY PERSON	R EMPLOYEE STEP RAISE: 5 SALARY: \$ 32,931.00 COMMENDED FOR THE INCREAS ORK PERFORMANCE EVALUA ORK PERFORMANCE EVALUA NNEL POLICY. UNTY MANAGER APPROVAL MAMA Heath ATE: 2/26/19	3E IN TION	
DATE:						
				Revised	7/05	

V.D.2. - Page 1

COUNTY OF PERQUIMANS
STATUS: NEW EMPLOYEE/PROBATIONARY PERIOD/MERIT RAISE
NAME: Jessica Velvin SOC. SEC. NO.: POSITION: Paramedic DEPT.: EMS
Image:
CURRENT: GRADE: STEP: SALARY:
JOB PERFORMANCE EVALUATION
YEAR 1 2 3 4 (CIRCLE)
Date DATE OF SUCCESSFUL COMPLETION OF PROBATIONARY PERIOD ANI Date RECOMMENDATION BY DEPARTMENT FOR PERMANENT STATUS. GRADE: STEP: Date DATE OF ANNUAL EVALUATION AND RECOMMENDATION FOR STEP Date DATE OF ANNUAL EVALUATION AND RECOMMENDATION FOR STEP Date DATE OF ANNUAL EVALUATION AND RECOMMENDATION FOR STEP Date DATE OF EMPLOYEE TERMINATION DUE TO UNSUCCESSFUL PROBA-
Date TIONARY PERIOD.
X <u>3/1/2019</u> RECOMMENDATION AND EFFECTIVE DATE FOR EMPLOYEE MERIT RAISE. Date GRADE: <u>68</u> STEP: <u>2</u> SALARY: <u>\$38,153 Annually</u> 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 Mark Heath DATE: 2/21/19 DATE: 2/20/19
FINANCE OFFICER
DATE:
Revised 7/05

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EMPLOYMENT ACTION FORM DATE SUBMITTED:February 19, 2019
COUNTY OF PERQUIMANS STATUS: NEW EMPLOYEE/PROBATIONARY PERIOD/MERIT RAISE
NAME: Hunter G. Saberon SOC. SEC. NO.: POSITION: Deputy DEPT.: Register of Deeds
NEW EMPLOYEE EFFECTIVE DATE: GRADE:
CURRENT: GRADE: <u>58</u> STEP: <u>3</u> SALARY: <u>\$25,168</u> X JOB PERFORMANCE EVALUATION
YEAR 1 2 3 4 (CIRCLE) Date Date Date Date Date CIRCLE) Date Date Date Date Steps Steps
GRADE:STEP:SALARY: 2 12/17/2018 DATE OF ANNUAL EVALUATION AND RECOMMENDATION FOR STEP Date RAISE. (YEAR 2 3 4) GRADE: 58 STEP: 4 SALARY: \$25,796
Date DATE OF EMPLOYEE TERMINATION DUE TO UNSUCCESSFUL PROBA- Date TIONARY PERIOD.
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 County Manager Approval Mark Heath DATE: <u>Bebruary 19, 2019</u> DATE: <u>2/28/19</u>
DATE:

	V.D.5 Page 1
EMPLOYMENT ACTION FORM	DATE SUBMITTED: 227/2019
	PERQUIMANS BATIONARY PERIOD/MERIT RAISE
NAME: JAMES FOWDEN POSITION: IJvestigator	SOC. SEC. NO.:
POSITION: LUVEStigAtor	_ DEPT .: Sherift
NEW EMPLOYEE EFFECTIVE DATE:	
GRADE: STEP: SALARY:	
ENDING DATE OF PROBATIONARY PERIO	D:
CURRENT: GRADE: 68 STEP: 2 SA	
JOB PERFORMANCE EVALUATION	ARY: <u>58,155</u>
YEAR 1 2 3 4 (CI	RCLE)
Date RECOMMENDATION B	L COMPLETION OF PROBATIONARY PERIOD AND Y DEPARTMENT FOR PERMANENT STATUS.
GRADE: STEP:	
CALL OF ANNUAL EVA	LUATION AND RECOMMENDATION FOR STEP
	ERMINATION DUE TO UNSUCCESSFUL PROBA-
Bale HONART FERIOD.	
RECOMMENDATION AND EFFEC Date GRADE:STEP:	TIVE DATE FOR EMPLOYEE MERIT RAISE. SALARY:
COMPLETED: PER THE COUN	
DEPARTMENT RECOMMENDATION	
that and	mank Seath
DATE: 2-27-19	-{{·····-
	DATE:
FINANCE OFFICER	
DATE:	

.

V.D.5 Page 2
EMPLOYMENT ACTION FORM DATE SUBMITTED: 2227 2019
COUNTY OF PERQUIMANS
STATUS: NEW EMPLOYEE/PROBATIONARY PERIOD/MERIT RAISE
NAME: Prestod Ward, Jr. SOC. SEC. NO .: POSITION: DEPT .: DEPT .:
POSITION: DEPT .: Sherift
NEW EMPLOYEE EFFECTIVE DATE:
GRADE: STEP: SALARY:
ENDING DATE OF PROBATIONARY PERIOD:
CURRENT: GRADE: 68 STEP: 4 SALARY: 40,062
JOB PERFORMANCE EVALUATION
YEAR 1 2 3 4 (CIRCLE)
DATE OF SUCCESSFUL COMPLETION OF PROBATIONARY PERIOD AND Date RECOMMENDATION BY DEPARTMENT FOR PERMANENT STATUS
GRADE: STEP: SALARY:
$\boxed{\square} \underbrace{3 - 1 - 19}_{\text{Date}} \text{ DATE OF ANNUAL EVALUATION AND RECOMMENDATION FOR STEP}_{\text{Date}} \underbrace{\text{RAISE.}}_{\text{GRADE:}} \underbrace{48}_{\text{STEP:}} \underbrace{5}_{\text{SALARY:}} \underbrace{-41,038}_{\text{SALARY:}}$
DATE OF EMPLOYEE TERMINATION DUE TO UNSUCCESSFUL PROBA-
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
Alto mark feath
DATE: 2-27-19 DATE: 2/28/19
FINANCE OFFICER
DATE:

BUDGET AMENDMENT PERQUIMANS COUNTY BOARD OF COMMISSIONERS EMERGENCY TELEPHONE SYSTEM FUND

<u>NO. 11</u>

THE PERQUIMANS COUNTY BOARD OF COMMISSIONERS AT A MEETING ON THE 4th DAY OF MARCH, 2019, PASSED THE FOLLOWING AMENDMENTS TO THE FY 2018 - 2019 BUDGET.

		AMC	UNT
CODE NUMBER	DESCRIPTION OF CODE	INCREASE	DECREASE
78-350-001	Emergency 911 Fees	247,970	
78-500-161	Hardware	110,822	
78-500-160	Software	66,215	······································
78-500-110	Telephone/Furniture	70,933	
	· · · · · · · · · · · · · · · · · · ·		
	· · · · · · · · · · · · · · · · · · ·		
· · · · · · · · · · · · · · · · · · ·			·····
EXPLANATION: To Reconsideration app	amend FY 18/19 budget to include F proved by 911 Board on 2/22/19.	I FY 19 Funding	L

WE, THE BOARD OF COUNTY COMMISSIONERS OF PERQUIMANS COUNTY, HEREBY ADOPT AND APPROVE, BY RESOLUTION, THE CHANGES IN THE COUNTY BUDGET AS INDICATED ABOVE, AND HAVE MADE ENTRY OF THESE CHANGES IN THE MINUTES OF SAID BOARD, THIS 4th DAY OF MARCH, 2019.

PASSED BY MAJORITY VOTE OF THE BOARD OF COUNTY COMMISSIONERS OF PERQUIMANS COUNTY ON 4th DAY OF MARCH, 2019.

Chairman, Board of Commissioners

Finance Officer

V.E. - Page 2

BUDGET AMENDMENT

PERQUIMANS COUNTY BOARD OF COMMISSIONERS

GENERAL FUNDS

<u>NO. 12</u>

THE PERQUIMANS COUNTY BOARD OF COMMISSIONERS AT A MEETING ON THE 4th DAY OF MARCH, 2019, PASSED THE FOLLOWING AMENDMENTS TO THE FY 2018 - 2019 BUDGET.

		AMC	UNT
CODE NUMBER	DESCRIPTION OF CODE	INCREASE	DECREASE
10-348-000	State Grant - Social Services	31,594	
10-610-198	DSS - Low Income Energy Ass't.	31,594	
·······			
EXPLANATION: To State.	amend FY 18/19 budget to include an	additional incr	ease by the

WE, THE BOARD OF COUNTY COMMISSIONERS OF PERQUIMANS COUNTY, HEREBY ADOPT AND APPROVE, BY RESOLUTION, THE CHANGES IN THE COUNTY BUDGET AS INDICATED ABOVE, AND HAVE MADE ENTRY OF THESE CHANGES IN THE MINUTES OF SAID BOARD, THIS 4th DAY OF MARCH, 2019.

PASSED BY MAJORITY VOTE OF THE BOARD OF COUNTY COMMISSIONERS OF PERQUIMANS COUNTY ON 4th DAY OF MARCH, 2019.

Chairman, Board of Commissioners

Finance Officer

COMMISSIONERS:

HORACE C. REID, JR. MAYOR

SID ELEY

FRANK NORMAN

QUENTIN JACKSON

GRACIE M. FELTON



PAMELA W. HURDLE TOWN MANAGER

CINDY E. SHARBER CLERK

BENJAMIN M. GALLOP Town attorney

February 12, 2019

Perquimans County Manager Office PO Box 45 Hertford, NC 27944

RE: Tourism Advisory Board

At the Town Council meeting, Councilperson Gracie Felton was appointed to the Tourism Advisory Board. Her contact information as follows:

Gracie M. Felton 211 Dobbs Street Hertford, NC 27944 (252) 426-8268

Sincerely,

Pamela Hurdle

Town of Hertford • P.O. Box 32 • 114 West Grubb • Hertford, North Carolina 27944 Phone (252) 426-5311 • Fax (252) 426-7060

Pamela W. Hurdle~297 Hurdletown Road ~Hertford, NC 27944 (252) 426-9263

February 18, 2019

Perquimans County Mary Hunnicutt, Clerk to the Board

RE: Board of Adjustments Board Member

Mary,

Please accept my resignation from the Board of Adjustments. I am truly sorry that I am unable to serve. In the future if I can serve, I will submit a new Interest to Serve.

Sincerely,

~~~~~~~~~~

Panjela St. Suidle

Pamela W. Hurdle



where the second second second second

FEB 5 2019

February 1, 2019

| CAMDEN           |                                                                                                                                        |
|------------------|----------------------------------------------------------------------------------------------------------------------------------------|
| CHOWAN           | Perquimans Co. Finance Dept.                                                                                                           |
| CURRITUCK        | Attn: Mary Hunnicutt<br>PO Box 45                                                                                                      |
| DARE             | Hertford, NC 27944                                                                                                                     |
| GAIES            | Dear Ms. Hunnicutt:                                                                                                                    |
| HYDE             |                                                                                                                                        |
| Pasquotank       | The Home and Community Care Block Grant (HCCBG) Planning<br>Committee met recently to determine how the remaining funds for            |
| PERQUIMANS       | 112010-19 Would be distributed among the providers. DayBreak                                                                           |
| TYRRELL          | Adult Day Health was rewarded with the remaining \$2,279.                                                                              |
| WASHINGTON       | Enclosed are three sets of the revised contracts (Form DOA-732)                                                                        |
| COLUMBIA         | based on their decision. These need to be signed by the Board<br>Chair of the County Commissioners and the Finance Officer. Also       |
| CRESWELL         | enclosed is the County Funding Plan (DOA-731) which needs to be<br>signed by the Board Chair. Please have them sign all forms, keeping |
| DUCK             | a set of copies for the county and return the other sets to me. Thank                                                                  |
| EDENTON          | you for your assistance.                                                                                                               |
| ELIZABETH CITY   | Sincerely,                                                                                                                             |
| GATESVILLE       | Camille craft                                                                                                                          |
| HERTFORD         | Camille Craft                                                                                                                          |
| KILL DEVIL HILLS | Aging Programs and Contract Specialist                                                                                                 |
| KITTY HAWK       | Enclosures                                                                                                                             |
| MANTEO           |                                                                                                                                        |
| NAGS HEAD        |                                                                                                                                        |
| PLYMOUTH         |                                                                                                                                        |
| ROPER            |                                                                                                                                        |
| SOUTHERN SHORES  |                                                                                                                                        |
| WINFALL          |                                                                                                                                        |

P2No.UnCitation Sites) The digital NC 27:04:

|                     |        |                     | Home and Com | Community ( | are Block Gr            | munity Care Block Grant for Older Aduits | dulfs   |               | 2                  | יייייייייייייייייייייייייייייייייייייי      | (at                |                    |
|---------------------|--------|---------------------|--------------|-------------|-------------------------|------------------------------------------|---------|---------------|--------------------|---------------------------------------------|--------------------|--------------------|
|                     |        |                     |              |             | County Eurofing Plan    |                                          | 9       |               | 10 F Mult          | County PERQUIMANS                           | DUIMANS            |                    |
|                     |        |                     |              |             | , 600000 t <b>(</b> 11  |                                          |         |               | va , t vinu        |                                             |                    |                    |
|                     |        |                     |              | Cour        | County Services Summary | ummary                                   |         |               |                    |                                             |                    |                    |
|                     |        |                     | A            |             | £                       | υ                                        | ٥       | Ŀ             | <u>1</u>           | 3                                           | x                  |                    |
|                     |        | Block Grant Funding | nt Funding   |             | Required                | Net                                      | NSIP    | Total         | Projected<br>HCCBG | Projected<br>Reimbursemen                   | Projected<br>HCCBG | Projected<br>Total |
| Services            | Access | In-Home             | Other        | Total       | Local Match             | Service Cost                             | Subsidy | Funding       | Units              | Rate                                        | Clients            | Units              |
| Transportation Gri. | 21060  |                     |              | WWWWW       | 2340                    | 23400                                    |         | 23400         | 1643               |                                             | 47                 | 1643               |
| Transportation Mec  |        |                     |              | IIIIIIIIII  | 669                     | 6686                                     | -       | 6686          | 470                | 14.24                                       | 15                 | 470                |
| Adult Day Health    |        |                     | 15816        | 111111111   | 1758                    | 17576                                    |         | 17576         | 352                | 20                                          | e                  | 352                |
| In-Home Aide I      |        | 13539               |              |             | 1504                    | 15043                                    |         | 15043         | 885,               | 17                                          | £                  | 885                |
| In-Home Aide II     |        | 31590               |              | THURINI I   | 3510                    | 35100                                    |         | 35100         | 2065               | 17                                          | 14                 | 2065               |
| In-Home Aide III    |        | 13539               |              | MINIM       | 1504                    | 15043                                    |         | 15043         | 885                | 17                                          | 10                 | 885                |
| Congregate Meals    |        |                     | 21060        |             | 2340                    | 23400                                    | 2340    | 25740         | 3432               | 7.5                                         | 96                 | 3432               |
| Home Del. Meats     |        |                     | 30087        |             | 3343                    | 33430                                    | 3039    | 36469         | 4420               | 8.25                                        | 52                 | 4420               |
|                     |        |                     |              | WWWWW       | 0                       | 0                                        |         | D             |                    |                                             |                    |                    |
|                     |        |                     |              | WWWWW       | 0                       | 0                                        |         | D             |                    |                                             |                    |                    |
|                     |        |                     |              | IIIIIIIIIII | 0                       | 0                                        |         | 0             |                    |                                             |                    |                    |
|                     |        |                     |              |             | 0                       | 0                                        |         | 0             |                    |                                             |                    |                    |
|                     |        |                     |              |             | 0                       | 0                                        |         | 0             |                    |                                             |                    |                    |
|                     |        |                     |              |             | 0                       | 0                                        |         | 0             |                    |                                             |                    |                    |
| Total               | 27077  | 58668               | 66965        | 152710      | 16968                   | 169678                                   | 5379    | 175057        | 14151              | 14151 [\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\  | 237                | 14151              |
|                     |        |                     |              |             |                         |                                          |         |               |                    |                                             |                    |                    |
|                     |        |                     |              |             |                         |                                          |         |               |                    |                                             |                    |                    |
|                     |        |                     |              |             |                         |                                          | ιo.     | ignature, Cha | irman, Board       | Signature, Chairman, Board of Commissioners |                    | Date               |
|                     |        |                     |              |             |                         |                                          |         |               |                    |                                             |                    |                    |

V.G.1. - Page 2

| County Funding Plan           County Funding Plan           County Services Summary           County Services Summary           Services Summary           Block Grant Funding           Service         Block Grant Funding         Required         Net           Transportation Grit         21060         In-Home         Control         Net           Addit Day Health         13539         InHIIIIII         2340         2           Addit Day Health         13539         InHIIIIII         2340         2           In-Home Adde II         13539         InHIIIIIII         2340         2           Home Dal, Meals         13539         InHIIIIIII         2340         2           Home Dal, Meals         230037         InHIIIIIII         2340         2           Home Dal, Meals         230637         InHIIIIIII         2343         2           Home Dal, Meals         230637         InHIIIIIII         2         2           Home Dal, Meals         230637         InHIIIIIIII         2         2           Home Dal, Meals         23033         0         2         2           Home Dal, Meals         2         < | Home and Community Care Block Grant for Older Adults | trant for Older Ad | olte      |               | 6                  | DAAS-731 (Rev. 2/16)                                    | '16)                           |                    |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------|--------------------|-----------|---------------|--------------------|---------------------------------------------------------|--------------------------------|--------------------|
| A         Block Grant Funding           Access         In-Home         Other         Tota           21060                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | County Funding F                                     | plan               | 2         |               | July 1, 2          | County PERQUIMANS<br>July 1, 2018 through June 30, 2019 | PERQUIMANS<br>Jh June 30, 2019 |                    |
| A         Block Grant Funding           Access         In-Home         Other         Total           21060         19-Home         Other         Total           21050         15318         Immuni           13539         15318         Immuni           13539         21050         Immuni           135710         1001111         Immuni           27077         58668         66965         152710                                                                                                                                                                                                                                                                           | County Services                                      | Summary            |           |               |                    |                                                         |                                |                    |
| Block Grant Funding           Access         In-Home         Other         Total           21060         10-Humm         15818         mmmn           21051         1580         15818         mmmn           13539         1580         1100         1100           13539         1580         1100         1100           13539         21060         1100         1100           13539         21060         11000         11000           13539         21060         10000         10000           13539         21060         10000         10000           13539         21060         10000         10000           21050         10000         10000         10000           21050         10000         10000         10000           27077         58668         669665         152710                                                                                                                                                                                                                                                                                                                                                    | B                                                    | o                  | Ω         | LL.           | ٤ı.                | U                                                       | н                              | _                  |
| Access         In-Home         Other         Total           21060         15819         Immuni           21051         15819         Immuni           13539         15819         Immuni           13539         1580         Immuni           13539         21060         Immuni           27077         58668         66965         152710                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                      | Net                | NSIP      | Total         | Projected<br>HCCBG | Projected<br>Reimbursement                              | Projected<br>HCCBG             | Projected<br>Total |
| 21060     Immun       6017     15816     Immun       6017     15816     Immun       13539     1580     Immun       31590     21060     Immun       13539     21060     Immun       27077     58668     66965       27071     152710     16                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Total                                                | Ser                | Subsidy   | Funding       | Units              | Rate                                                    | Clients                        | Units              |
| 6017         15916         ШШШШ         1           13539         1580         15816         11         1           31590         31590         11111111         3         3           13539         21060         11111111         3         3           13539         21060         11111111         3         3           13539         21060         111111111         3         3           13539         21060         111111111         3         3           13539         30087         111111111         3         3           13539         30087         111111111         3         3           27077         58668         66965         152710         16                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                      | 23400              |           | 23400         | 1643               | 14,24                                                   | 47                             | 1643               |
| 13539     15916     11111111     1       13539     13539     111111111     3       31590     13539     21060     11111111     2       13539     21060     111111111     3       13539     30087     111111111     3       13539     30087     111111111     3       13539     30087     111111111     3       113539     30087     1111111111     3       1111111111     1111111111     3       1111111111     1111111111     3       27077     58868     66965     152710                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                      | 6686               |           | 6686          | 470                | 14.24                                                   | 15                             | 470                |
| 13539     Iumumu       31590     31590       31590     10000       13539     21060       11000     10000       13530     30087       10000     10000       10000     10000       10000     10000       10000     10000       27077     58668       27077     58668                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 1111111111                                           | 17576              |           | 17576         | 352                | 50                                                      | ŝ                              | 352                |
| 31590     IIIIIIIIII       13539     21060       11111111     21060       11111111     30087       IIIIIIIIIII     11111111       IIIIIIIIIIII     111111111       IIIIIIIIIIII     1111111111       Z7077     58668     66965       27077     58668     66965                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                      | 15043              |           | 15043         | 885                | 47                                                      | 3                              | 885                |
| 13539     \umunum       21060     \umunum       30087     \umunum       1\umunum     30087       \umunum     \umunum       1\umunum       27077       58668       66965       152710                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                      | 35100              |           | 35100         | 2065               | 17                                                      | 11                             | 2065               |
| 27077     58668     66965     1152710     1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                      | 15043              |           | 15043         | 885                | 17                                                      | 10                             | 885                |
| 30087     Мининин       10087     Мининин       1008     Мининин       1008     Мининин       27077     58668       27077     58668                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | UIUIIIIIII                                           | 23400              | 2340      | 25740         | 3432               | 7.5                                                     | 96                             | 3432               |
| 27077     58668     66965     152710     1696                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                      | 33430              | 3039      | 36469         | 4420               | 8.25                                                    | 52                             | 4420               |
| 27077     58668     66965     152710                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                      | 0                  |           | 0             |                    |                                                         |                                |                    |
| 27077     58668     66965     152710                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                      | 0                  |           | 0             |                    |                                                         |                                |                    |
| 27077         58668         66965         152710                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                      | 0                  |           | 0             |                    |                                                         |                                |                    |
| Z7077         58668         66965         152710                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                      | 0                  |           | 0             |                    |                                                         |                                |                    |
| 27077 58668 66965 152710                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                      | 0                  |           | 0             |                    |                                                         |                                |                    |
| Z7077 58668 66965 152710                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                      | 0                  |           | 0             |                    |                                                         |                                |                    |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 152710                                               | 169678             | 5379      | 175057        | 14151              | 14151 1000000                                           | 237                            | 14151              |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                      |                    |           |               |                    |                                                         |                                |                    |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                      |                    |           |               |                    |                                                         |                                |                    |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                      |                    | <u>[0</u> | gnature, Chai | iman, Board        | Signature, Chairman, Board of Commissioners             |                                | Date               |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                      |                    |           | -             |                    |                                                         |                                |                    |

V.G.1. - Page 3

|                                                                      |                |                | Home and                 | Home and Community Care Block Grant for Older Adults        | are Biock Gri       | ant for Older    | Adults  |                           |                                           |                            |             |           |
|----------------------------------------------------------------------|----------------|----------------|--------------------------|-------------------------------------------------------------|---------------------|------------------|---------|---------------------------|-------------------------------------------|----------------------------|-------------|-----------|
| COMMUNITY SERVICE PROVIDER<br>Medical Services of America - DayBreak |                |                |                          | County F                                                    | County Funding Plan | E                |         |                           | DAAS-732 (Rev. 2/16)<br>County PERQU      | Rev. 2/16)<br>PERQUIMANS   | <b>4ANS</b> |           |
| 1407 Parkview Drive                                                  |                |                |                          | -                                                           |                     | 1                |         | _                         | July 1,2018 through June 30, 2019         | through Jun                | e 30, 2019  |           |
| Elizabeth City, NC 27909                                             |                |                |                          | Provider Services Summary                                   | vices Summ          | ary              |         |                           | REVISION                                  | REVISION #1, DATE :1/28/19 | 1/28/19     |           |
|                                                                      |                | A              |                          |                                                             | В                   | 0                | D       | ы                         | 4                                         | 0                          | H           |           |
| Ser. Delivery                                                        |                |                |                          |                                                             |                     |                  |         |                           | Projected                                 |                            | Projected   | Projected |
| (Check One)                                                          |                | Block Grant Fu |                          |                                                             | Required            | Net*             | AISN    | Total                     | HCCBG                                     | ŝ,                         | HCCBG       | Total     |
| Direct Purch. A                                                      | Access         | In-Home        | Other                    | T'otal                                                      | Local Match         | Serv Cost        | Subsidy | Funding                   | Units                                     | Rate                       | Clients     | Units     |
| Adult Day Health Care X                                              |                |                | 15818                    |                                                             | I 758               | 17576            |         | 17576                     | 352                                       | 50                         | ¢۱          | 352       |
|                                                                      |                |                |                          |                                                             | 0                   | 0                |         | 0                         |                                           |                            |             |           |
|                                                                      |                |                |                          | WWWWWWWW                                                    | 0                   | 0                |         | 0                         |                                           |                            |             |           |
|                                                                      |                |                |                          | WINNINN                                                     | 0                   | 0                |         | 0                         |                                           |                            |             |           |
|                                                                      |                | -              |                          | WWWWWWW                                                     | 0                   | 0                |         | 0                         |                                           | <u> </u>                   |             |           |
|                                                                      |                |                |                          | WWWWWWW                                                     | 0                   | 0                |         | 0                         |                                           |                            |             |           |
|                                                                      |                |                |                          |                                                             | 0                   | 0                |         | 0                         |                                           |                            |             |           |
|                                                                      |                |                |                          | WINNINN                                                     | 0                   | 0                |         | 0                         |                                           |                            |             |           |
|                                                                      |                |                |                          | MANANANAN                                                   | 0                   | 0                |         | 0                         |                                           |                            |             |           |
|                                                                      |                |                |                          | WWWWWWWW                                                    | 0                   | 0                |         | 0                         |                                           |                            | <br>        | -         |
|                                                                      |                |                |                          |                                                             | 0                   | 0                |         | 0                         |                                           |                            |             |           |
|                                                                      |                |                |                          |                                                             | 0                   | 0                |         | Q                         |                                           |                            |             |           |
|                                                                      |                |                |                          |                                                             | 0                   | 0                |         | 0                         |                                           |                            |             |           |
|                                                                      |                |                |                          | MINIMANAN                                                   | 0                   | 0                |         | 0                         |                                           |                            |             |           |
|                                                                      | 0              | 0              | 15818                    | 15818                                                       | 1758                | 17576            | 0       | 17576                     | 352 N                                     | 352 11111111111            | <br>M       | 352       |
| *Adult Day Care & Adult Day Health Care Net Service Cost             | Net Service Co | )St            |                          |                                                             |                     |                  |         |                           |                                           |                            |             |           |
| ADC , AL                                                             | ADHC           |                |                          |                                                             |                     |                  |         | د<br>د                    | <i>&gt;</i> .                             | ,<br>c                     |             | ζ         |
|                                                                      |                | Ö              | ertification of          | Certification of required minimum local match availability. | num local mah       | ch availability. | 1       | Yarri                     | VANE WWILLERN                             | XG RV                      |             | 1-30-14   |
|                                                                      |                | 2              | equired local            | Required local match will be expended simultaneously        | xpended simul       | tancously        | < (     | Authorized Signature, Tff | nature, Title                             |                            |             | Date      |
|                                                                      |                | \$             | with Block Grant Funding | nt runding.                                                 |                     |                  | 0       | ommunity se               | Community Service Provider                |                            |             |           |
| Net ber. Cost 1 otal                                                 |                |                |                          |                                                             |                     |                  |         |                           |                                           |                            |             |           |
|                                                                      |                | 15             | gnature, Cour            | Signature. County Finance Officer                           | lcer                | Date             | 123     | ienature. Chai            | Signature Chairman Board of Commissioners | of Commissio               | ners Date   |           |

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|                            |                          | L                      | srviće Provigei                                                                 | Community Service Provider                                  | 5        |                               |                              | ot runding.                                                                                                                                      | vith Block LIN                                                                         | 2           |                                                                                                       |                              | Total                                                                                        | Administrative<br>Net Ser, Cost Total          |
|----------------------------|--------------------------|------------------------|---------------------------------------------------------------------------------|-------------------------------------------------------------|----------|-------------------------------|------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|-------------|-------------------------------------------------------------------------------------------------------|------------------------------|----------------------------------------------------------------------------------------------|------------------------------------------------|
| <u>1-30-14</u><br>Date     | ~                        | য<br>ম<br>ম<br>ম       | Znature, Witte                                                                  | Authorized Signeture, WKU KN<br>Authorized Signeture, Witte |          | tch availabilit<br>ltancously | num local ma<br>xpended sinn | Certification of required minimum local match availability.<br>Required local match will be expended simultaneously<br>with Block Grant Funding. | Certification of required m<br>Required local match will  <br>with Rlock Orant Funding | ,           |                                                                                                       |                              |                                                                                              | Daily Care<br>Transportation<br>Administration |
|                            |                          |                        | ) U -                                                                           | -<br>-<br>-                                                 |          |                               |                              |                                                                                                                                                  |                                                                                        |             | Additional Care on Additional International Care Processor<br>Add Add Add Add Add Add Add Add Add Add | t de la comune               |                                                                                              |                                                |
| 3 352                      |                          | 352 1111111111         | 352                                                                             | 17576                                                       | 0        | 17576                         | 1758                         | 15818                                                                                                                                            | 15818                                                                                  | 0           | 0                                                                                                     |                              | III                                                                                          | Total                                          |
|                            |                          |                        |                                                                                 | 0                                                           |          | 0                             | 0                            |                                                                                                                                                  |                                                                                        |             |                                                                                                       |                              |                                                                                              |                                                |
|                            |                          |                        |                                                                                 | 0                                                           |          | 0                             | 0                            |                                                                                                                                                  |                                                                                        |             |                                                                                                       |                              |                                                                                              |                                                |
|                            |                          |                        |                                                                                 | 0                                                           |          | 0                             | 0                            | WWWWWWWW                                                                                                                                         |                                                                                        |             |                                                                                                       |                              |                                                                                              |                                                |
|                            |                          |                        |                                                                                 | 0                                                           |          | 0                             | 0                            | WWWWWWWWW                                                                                                                                        |                                                                                        |             |                                                                                                       |                              |                                                                                              |                                                |
|                            |                          |                        |                                                                                 | G                                                           |          | 0                             | 0                            | WWWWWWWWW                                                                                                                                        |                                                                                        |             |                                                                                                       |                              |                                                                                              |                                                |
|                            |                          |                        |                                                                                 | 0                                                           |          | 0                             | 0                            |                                                                                                                                                  |                                                                                        |             |                                                                                                       |                              |                                                                                              |                                                |
|                            |                          | -                      |                                                                                 | 0                                                           |          | 0                             | 0                            |                                                                                                                                                  |                                                                                        |             |                                                                                                       |                              |                                                                                              |                                                |
|                            |                          |                        |                                                                                 | 0                                                           |          | 0                             | 0                            |                                                                                                                                                  | -                                                                                      |             |                                                                                                       |                              |                                                                                              |                                                |
|                            |                          |                        |                                                                                 | 0                                                           |          | 0                             | 0                            |                                                                                                                                                  |                                                                                        |             |                                                                                                       |                              |                                                                                              |                                                |
|                            |                          |                        |                                                                                 | 0                                                           |          | 0                             | 0                            |                                                                                                                                                  |                                                                                        |             |                                                                                                       |                              |                                                                                              |                                                |
|                            |                          |                        |                                                                                 | 0                                                           |          | 0                             | 0                            | MANANANANAN                                                                                                                                      |                                                                                        |             |                                                                                                       |                              |                                                                                              |                                                |
|                            |                          |                        |                                                                                 | 0                                                           | -        | 0                             | 0                            | MINIMANIA                                                                                                                                        |                                                                                        |             |                                                                                                       |                              |                                                                                              |                                                |
|                            |                          |                        |                                                                                 | 0                                                           |          | 0                             | 0                            | WWWWWWWW                                                                                                                                         |                                                                                        |             | -                                                                                                     |                              |                                                                                              |                                                |
| 3 352                      |                          | 50                     | 352                                                                             | 17576                                                       |          | 17576                         | 1758                         | WWWWWWWW                                                                                                                                         | 15818                                                                                  |             |                                                                                                       |                              | alth Care X                                                                                  | Adult Day Health Care                          |
|                            | Clients                  | Rate                   | Units                                                                           | Funding                                                     | Subsidy  | Serv Cost                     | Local Match                  | Total                                                                                                                                            | Other                                                                                  | In-Home     | Access                                                                                                | Direct Purch.                | ja                                                                                           | Services                                       |
| ated Projected<br>BG Total | d Projected              | Projected<br>Reimburse | Projected<br>HCCBG                                                              | Total                                                       | disn     | Net*                          | Required                     |                                                                                                                                                  | Funding                                                                                | Block Grant |                                                                                                       | Ser, Delivery<br>(Check One) | 10                                                                                           |                                                |
| I                          | H                        | 0                      | - f                                                                             | <u>ы</u>                                                    | Q        | v                             | æ                            |                                                                                                                                                  |                                                                                        | A           |                                                                                                       |                              |                                                                                              |                                                |
| 61,                        | E :1/28/                 | N #1, DAT              | REVISION #1, DATE :1/28/19                                                      |                                                             |          | hary                          | vices Sumn                   | Provider Services Summary                                                                                                                        |                                                                                        |             |                                                                                                       |                              | Elizabeth City, NC 27909                                                                     | lizabeth Ci                                    |
| 5<br>2019                  | PERQUIMANS<br>FERQUIMANS | PERQU                  | DAMAS-732 (NEV. 2/10)<br>County PERQUIMANS<br>July 1.2018 through June 30, 2019 |                                                             |          | r.                            | County Funding Plan          | County P                                                                                                                                         |                                                                                        |             | cak                                                                                                   | PKUVIDE<br>3a - DayBr        | COMMUNITY SERVICE PROVIDER<br>Medical Services of America - DayBreak<br>1407 Partoriew Drive | COMMUNIT SER                                   |
|                            |                          |                        |                                                                                 |                                                             | r Adults | ant for Olde                  | are Block Gr                 | Home and Community Care Block Grant for Older Adults                                                                                             | Home and (                                                                             |             |                                                                                                       |                              | ADDRESS                                                                                      | NAME AND ADDRESS                               |

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

RESOLUTION AUTHORIZING SALE OF CERTAIN SURPLUS COUNTY PROPERTY

**PERQUIMANS COUNTY** 

BOARD OF COMMISSIONERS

P.O. BOX 45

HERTFORD, NORTH CAROLINA 27944

TELEPHONE: 1-252-426-7550

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

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

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

Model Make Model <u>VIN</u> Year 2008 Ford Explorer IFMEU73E88UA88600

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

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

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

Adopted this the 4th day of March, 2019.

ATTEST:

Wallace E. Nelson, Chairman

Mary P. Hunnicutt, Clerk to the Board



MARY P. HUNNICUTT CLERK TO BOARD

W. FRANK HEATH, III COUNTY MANAGER



### 2018 MEMORANDUM OF PARTICIPATION (MOP) FOR INTERIM (ROLL-FORWARD) GASB 75 REPORT OF THE OTHER POSTEMPLOYMENT BENEFITS (OPEB)

| ENTITY NAME: Perquimans County                |                               |  |
|-----------------------------------------------|-------------------------------|--|
| UNIT'S RETIREMENT SYSTEM (LGERS) I.D. NUMBER( | s): <u>97201</u>              |  |
| MAILING ADDRESS: P. O. Box 45                 |                               |  |
| CITY: Hertford                                | ZIP CODE: 27944               |  |
| NAME OF PERSON TO RECEIVE REPORT: D Mr. 12 Mi | s. (choose one) Tracy Mathews |  |
| PHONE #: (252) 426-8484                       | TITLE: Finance Officer        |  |
| <b>r</b>                                      |                               |  |

E-MAIL ADDRESS: tracymathews@perquimanscountync.gov

On behalf of the employer noted above, we have agreed to engage Cavanaugh Macdonald Consulting, LLC to perform a GASB 75 actuarial valuation of the employer's OPEB Plan. I understand that <u>we will be billed directly by Cavanaugh Macdonald</u> <u>Consulting, LLC</u> and a copy of the actuarial report will be e-mailed to the person listed above by Cavanaugh Macdonald Consulting. I understand the fee structure is as follows:

| GASB No. 74/75 Valuations Base Fee Less than 20 total active and retired participa | Rase Fee     |
|------------------------------------------------------------------------------------|--------------|
| I ass than 20 total active and active to the                                       |              |
| cost that zo total active and retired particina                                    |              |
| <ul> <li>20-49 total active and retired participants</li> </ul>                    | \$6,500      |
| <ul> <li>50-99 total active and retired participants</li> </ul>                    | \$7,800      |
| <ul> <li>100 or more total active and retired participation</li> </ul>             | ints \$8,500 |
|                                                                                    | + Plus +     |
| Per Participant Fee                                                                |              |
| <ul> <li>Less than 50 total active and retired participation</li> </ul>            | ints \$5.00  |
| <ul> <li>50-99 total active and retired participants</li> </ul>                    | \$4.50       |
| <ul> <li>100-249 total active and retired participants</li> </ul>                  | \$3.25       |
| <ul> <li>250-499 total active and retired participants</li> </ul>                  | \$2.75       |
| <ul> <li>500 or more total active and retired participa</li> </ul>                 | ants \$2.50  |

Interested employers must return this 2018 Memorandum of Participation indicating their desire to participate along with all requested data as outlined on the following page. The new standard requires a considerable amount of additional work. We need to receive all requested information no later than March 15, 2019.

If (1) your plan is not a single employer, defined benefit plan or (2) if your plan has discreetly presented component units or (3) if your plan has a special funding situation, additional fees may apply. Please contact us for a fee quote.

Authorized Signature

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

Should you have questions regarding the information requested in this letter, please contact the OPEB Team via email at (NCOPEB@CavMacConsulting.com) or via phone at (678) 388-1700.

# INFORMATION COLLECTION CHECKLIST FOR OPEB REQUEST



ENTITY NAME: Perquimans County

UNIT'S RETIREMENT SYSTEM (LGERS) I.D. NUMBER(S): 97201

Please provide a completed copy of this checklist to indicate the items being sent and the work being requested. This will help us verify receipt of all information and to be sure nothing was lost in transit.

- I. Indicate the work being requested through this agreement (choose all that apply):
  - June 30, 2018 GASB 75 valuation report which will provide information for June 30, 2019 disclosure. This report will use the 6/30/2017 OPEB valuation prepared by Cavanaugh Macdonald as the basis. Liabilities will be re-measured and rolled forward to 6/30/2018.
  - Provide additional information related to a split of the liabilities, OPEB expense or proportionate share amounts for the component units. <u>Additional fees will apply</u> based on our hourly rates.
- II. Check the boxes below to indicate which items are included in this submission. If multiple submissions are needed because some of the information is not immediately available, please provide an updated checklist with each submission.
- Executed 2018 Memorandum of Participation (MOP)
- Have the plan provisions changed since the prior valuation? 
  Yes 
  No (choose one) If yes, please provide the new plan provision information detailing the new OPEB benefit eligibility conditions. Please note, the roll forward method mentioned above may not be allowed. If this is the case, we will contact you regarding a full valuation.

Claims and/or premiums paid for the fiscal year ending June 30, 2018. We provided a template for your use in collecting this information as an attachment in the data request email. Email us at <u>NCOPEB@CavMacConsulting.com</u> if you need another copy. If the template is not fully completed, additional information may be requested and delays may occur.

Please note OPEB plans may provide both fully-insured and self-insured benefits. If this is the case for your plan, be sure to provide both types of contribution information. This information should be the gross amounts (total of employer and retiree paid) and receipts for retirees and their dependents (do not include amounts for active employees) for the 2018 fiscal year end.

The calculation of OPEB Expense includes the "Administrative Cost" for the year. The Administrative Cost reported for this item, if you choose to report any, should be those costs not associated with the direct payment of benefits and not paid from an OPEB trust. Administrative Costs may include professional fees (trust fees, audit fees, actuarial fees, etc.), as well as, the cost of benefits and salaries associated with the administration of the OPEB plan. Note that expenses booked elsewhere or paid from an OPEB Trust should not be included below (to avoid double counting of such expenses). What amount should be included in the OPEB expense?

\$0 (enter \$0 or the amount we should use - do not leave blank)

- Does the Employer have assets in a qualified GASB OPEB funding vehicle (i.e., a Trust or Trust like arrangement for the sole purpose of providing OPEB benefits for retirees that cannot be used to pay active health care costs or any other benefits) as of June 30, 2018? D Yes D No (choose one)
- □ If there were no OPEB assets as of June 30, 2018, does the Municipality plan to establish OPEB assets in a qualified GASB OPEB funding vehicle by June 30, 2019? □ Yes □ No □ N/A (choose one)



JACQUELINE S. FRIERSON Register of Deeds, Perquimans County

P.O. Box 74 • Hertford, N.C. 27944 • Phone (252) 426-5660 • Fax (252) 426-7443 • email: jackiefrierson@perquimanscountync.gov

### RESOLUTION AUTHORIZING REMOVAL OF CERTAIN PUBLIC RECORD BOOKS KEPT BY THE REGISTER OF DEED FOR THE PURPOSE OF REPAIR, RESTORATION AND REBINDING

WHEREAS, NCGS 132-7 provides that books of public records should be copied or repaired, renovated or rebound if worn, mutilated, damaged or difficult to read; and

WHEREAS, there is identified certain books of public records maintained by the Register of Deeds in need of repair, restoration and rebinding; and

WHEREAS, Kofile Technologies is under contract to provide repair, restoration and rebinding of those certain books of public records.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS FOR PERQUIMANS COUNTY, NORTH CAROLINA, that:

Section 1. The Register of Deeds is authorized to remove or cause to be removed to the care and custody of Kofile Technologies for repair, restoration and rebinding the following books of public records:

Vital Statistics Marriage Licenses 1891-1893

Section 2. The books of public records listed in Section 1 of this resolution may remain in the care and custody of Kofile Technologies for the length of time required to repair, restore and rebind them.

Section 3. This resolution is effective upon its adoption.

ADOPTED the \_\_\_\_\_ day of \_\_\_\_\_\_, 2019

Wallace Nelson, Chairman Board of Commissioners

ATTEST:

Mary P. Hunnicutt, Clerk to the Board

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



Pyrotecnico P.O. Box 149 New Castle PA 16103 (724) 652-9555

8 ill To

Albemarle Plantation Holdings, LLC † Plantation Drive Hertford NC 27944 United States

# Sales Order

Date Order #

12/11/2018 SO-C32751

Terms P.O. # Sales Rep Show Date Allow Cross-Subsidia... No

Pruett, Justin 7/6/2019

Net 10

| len. |
|------|
|------|

| Special Aerial Display  | Display Date: July 6, 2019 Rain Date: TBD                           | 6,200.0 |
|-------------------------|---------------------------------------------------------------------|---------|
|                         | Signed Agreement received December 11, 2018                         | 1 P* 11 |
|                         | Signed Addendum received January 3, 2019                            |         |
|                         | Agreement Terms:                                                    |         |
|                         | \$3,525.00 Pre-Show Advance received December 17, 2018              |         |
|                         | \$2,975.00 remaining compensation due net 10 days from display date |         |
|                         | Postponement Fee: 1,763.00                                          |         |
|                         | Cancellation Fee: \$5,288.00                                        |         |
| Permit & Firewatch Fees |                                                                     |         |
|                         |                                                                     | 300.00  |
|                         | We also accept WIRE & ACH payments:                                 |         |
|                         | Pyrotecnico Fireworks, Inc.                                         |         |
|                         | PNC Bank                                                            |         |
|                         | 500 First Avenue                                                    |         |
|                         | Pittsburgh, PA 15219                                                |         |
|                         | ABA: 043000096                                                      |         |
|                         | Account Number: 6004720221                                          |         |
|                         | Routing Number: 043300738                                           |         |
|                         | SWIFT Code: PNCCUS33                                                |         |
|                         |                                                                     |         |
|                         |                                                                     |         |
|                         |                                                                     |         |
|                         |                                                                     |         |
|                         |                                                                     |         |
|                         |                                                                     |         |
|                         |                                                                     |         |
|                         |                                                                     | -       |



Total

\$6,500.00





### ADDENDUM TO AGREEMENT

This Addendum modifies the Agreement between the Parties dated: December 11, 2018

The Parties agree and intend that these modifications shall be valid as if they were part of the Agreement named above, and that all other terms not mentioned in this Addendum remain as they are written in the Agreement.

This Agreement is modified as follows:

"Date of Show" shall now be July 6, 2019 with the compensation remaining the same at "6,500.00" "Rain Date" is TBD as of December 20, 2018

PYROTES WORKS. ned By (sign)

Name: Lynn Ann Hamed

Title: Treasurer

Date: December 20, 2018

ALBEMARLE PLANTATION HOLDINGS, LLC: By (sign) Name AМ Title: Date



### EOI FIREWORKS DISPLAY AGREEMENT

THIS FIREWORKS DISPLAY AGREEMENT ("Agreement") is made effective as of the later of the dates set forth below the signatures below ("Effective Date") by and between Pyrotecnico Fireworks Inc. ("Pyrotecnico") and Albermarle Plantation Holdings, LLC ("Sponsor"), sometimes referred to individually as "Party" or collectively as "Parties." In consideration of the mutual promises and covenants contained berein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as

#### GENERAL TERMS:

| Scope of services to be provided by Pyrotecnico ("Services"):<br>Date(s) of Show (to be filled in by Sponsor) | Aerial, Fireworks Display                  |
|---------------------------------------------------------------------------------------------------------------|--------------------------------------------|
| Addin US(E(S) of Show (if poppoting all)                                                                      | -711 July 6, 2019                          |
| Base Contract Price to be paid to Puroteenland                                                                | -7/6/19 TED                                |
|                                                                                                               | \$6,750.00 (includes \$300.00 permit fees) |
| DISCOUNTED EARLY OFFER COMPENSATION                                                                           | <u>F</u>                                   |
|                                                                                                               | \$6,500.00 (includes \$300.00 permit fees) |
| 16-Show Advance                                                                                               | January 15, 2019                           |
| Pre-Show Advance Due Date:                                                                                    | \$3,525.00                                 |
| ayment Terms:                                                                                                 | February 15, 2019                          |
| ostponement Fee:                                                                                              | Net 10                                     |
| ancellation Fee:                                                                                              | \$1,763.00                                 |
|                                                                                                               | \$5,288.00                                 |

#### SERVICE TERMS:

Pyrotecnico will provide Sponsor with a fireworks display subject to the terms and conditions of this Agreement. The pricing provided in this Agreement Is valid only for 60 days from the date this Agreement is sent to the Sponsor via any means. Pyrotecnico may, but is not required to, accept this Agreement if the Sponsor does not return the signed Agreement within this time.

### DISCOUNTED, EARLY ORDER INCENTIVE TERMS:

The proposed Agreement is offered as part of Pyrotecnico's Early Order Incentive Program. It provides a discount from our 2019 price increases to prior Sponsors,

In order to receive the discount rate state above, Sponsor must do all of the following:

- Sign and return this contract to Pyrotecnico on or before the "Discounted Contract Due Date" above <u>AND</u>
- Pay to Pyrotecnico the Pre-Show Advance in the amount and by the due date listed above. 2.

If Sponsor does not fully satisfy these terms by the deadline dates, the Discount is withdrawn and this will remain

Please note that ALL Sponsor-inserted rain dates are subject to approval by Pyrotecnico.

# PRE-SHOW ADVANCE, COMPENSATION AND PAYMENT TERMS

Sponsor shall pay Pyrotecnico the Compensation and the Pre-Show Advance on or before the dates set forth above. The Pre-Show Advance includes, among other things, the purchase of products necessary for the show, permit costs, the hiring of any necessary equipment, show programming, the assembly and packing of the show, and is necessary in order for Pyrotecnico to finally confirm

Sponsor must pay interest at the rate of 1.5% per month on any unpaid balance until paid in full. Payment must be made by check or otherwise as agreed by the Parties to Pyrolecnico at PO Box 149, New Castle, PA 16103. If Sponsor falls to perform its obligations and responsibilities under this Agreement, and Pyrotecnico must enforce its rights by hiring an altorney or other third party, Sponsor must pay all fees and costs incurred by Pyrotecnico to collect the full amount owed under this Agreement.

#### **RAIN DATES**

Rain Dates must be negotiated by the Parties and are NOT available July 1<sup>st</sup> through July 7<sup>st</sup> unless specifically negotiated.

Pyrotecnico EOI Fireworks D oley Agreement 2018

Sponsor Initials:

Page 1 of 5

#### DISPLAY RESPONSIBILITIES

Pyrotecnico and Sponsor shall collaborate in the performance of all tasks relating to the fireworks display. These tasks include, but

- procuring and furnishing a place suitable for the fireworks display (the "Display Site"), B١
- applying for, obtaining and securing all permits, licenses and approvals required by all applicable local, state and federal laws and regulations as well as those required by any local police and fire departments for the Fireworks Display (collectively, the "Required Approvals"). Unless otherwise stated in this Agreement, Sponsor is responsible for the payment of all governmental fees and expenses imposed or applied to this show including any fees or expenses incurred after the signing and execution of contract for the show,
- c) providing adequate private or public security, police and fire protection,
- D) securing an acceptable location with private or public security personnel to park the Pyrotecnico fireworks truck(s) overnight (or for such longer or shorter period as Pyrotecnico may reasonably require in order to effectively provide the freworks display),
- E) securing adequate protection to prevent all individuals, other than those authorized by Pyrotecnico, from entering the security area designated by Pyrotecnico, F)
- removing and keeping unauthorized persons and personal property, including motor vehicles, outside of the area designated by Pyrotecnico as the display site, fallout area or safe zone.

The Partles shall fulfill their responsibilities in accordance with all local, state and federal rules, laws, orders and regulations, including those of the National Fire Protection Association (NFPA).

#### SCRIPTED SHOW AND MUSIC SOUNDTRACKS

For displays designated as "scripted" exhibitions:

- A) Sponsor must complete, sign and return this Agreement, <u>at least 40 days prior to the show date.</u>
- Sponsor must either provide a pre-approved music soundtrack for the display OR to give final approval to a soundtrack B) created by Pyrotecnico, at least 30 days before the show date (at least 45 days prior for 4ª of July shows). If Sponsor falls to do either, then Pyrotecnico will complete the soundtrack without Sponsor's prior approval and the scripting process will be completed based on the soundtrack created by Pyrotecnico.
- Proposal pricing is based upon Pyrotecnico creating one (1) soundtrack and the first set of revisions requested by C) Sponsor. Any additional revisions requested by the Sponsor will be billed at the rate of \$125 per set of revisions.

If Pyrotecnico provides a show which includes music or commercial video of any type that is protected under intellectual property law, Sponsor is solely responsible for payment of any applicable licensing fees, and/or BMI, ASCAP or other fees, and shall indemnify Pyrotecnico against any claims or liabilities which may arise from the use of the intellectual property.

#### POSTPONEMENT

If on the show date either the Authority Having Jurisdiction or Pyrotecnico (in its sole and absolute discretion) determines that the conditions make the show either impossible or would increase the risk of damage or danger to person or property, the Parties agree

- A) If the Parties agree to reschedule the display to a date within 6 months of the original date, then the Sponsor shall pay the Postponement Fee in addition to the original Compensation. Bì⊧
- If the Sponsor elects to cancel the display, the Sponsor shall pay the Cancellation Fee in full satisfaction of its obligations under this Agreement within 10 days of the show date.

#### CANCELLATION

If Sponsor cancels this Agreement for any reason other than Pyrotecnico's default, or, if it is or will be impossible for Pyrotecnico to perform all of its obligations under this Agreement for reasons outside of its control regardless of its best efforts, the Parties agree as

- If the display is cancelled more than 30 days prior to the show date, Sponsor shall pay the Postponement Fee in full A) satisfaction of its obligations under this Agreement. 81
- If the display is cancelled 30 days or less prior to the show date, Sponsor shall pay the Cancellation Fee in full satisfaction of its obligations under this Agreement.

If Sponsor elects to cancel this Agreement, it must do so by sending a written notice by either overnight mail via nationally recognized courier or certified mail addressed to Pyrotecnico, PO Box 149, New Castle PA 16103. Notice Is effective upon receipt by Pyrotecnico and will determine the fee owed by Sponsor under this paragraph.

In the event of any force majeure occurrences (e.g. floods, strikes, civit unrest, etc.) which prevent the display, Sponsor shall pay to Pyrotecnico the Postponement Fee in full satisfaction of its obligations under this Agreement.

Pyrotecnico EOI Fireworks-Bir play Agreement 2018

Sponsor Initials:

Page 2 of 5

### INDEMNIFICATION & INSURANCE

Sponsor shall indemnify and defend Pyrotecnico and its shareholders, directors, officers, employees, agents, representatives and insurers from any and all demands, claims, causes of action, judgments or liability (including the costs of suit and reasonable costs of experts and attorneys) arising from damage to or destruction of property (including both real and personal) or bodily or personal injuries (including death), whether arising from tort, contract or otherwise, that occur directly or indirectly from (a) the gross negligence or willful misconduct of Sponsor or its employees, agents, contractors or representatives, or (b) the failure of Sponsor to comply with its obligations and responsibilities. Sponsor further agrees to defend Pyrotecnico, its officers and/or employees against any claims brought or actions filed against Pyrotecnico with respect to Pyrotecnico's use of the show site. Sponsor will not under any circumstances be entitled to recover any consequential, incidental, exemplary, special or punitive damages from Pyrotecnico,

Pyrotecnico will provide a certificate evidencing general liability insurance coverage as required by Sponsor. Pyrotecnico agrees to name as additional insureds parties to whom Sponsor has written, contractual obligations to insure. Additional Insureds are limited to Sponsor, sponsors of Sponsor, property owners in and around the show site, municipal corporations (including authorities and public safety departments) and employees and volunteers of any of these. This coverage specifically does not include coverage for

#### CREDITING

Sponsor will credit Pyrotecnico as "Fireworks by Pyrotecnico" in all advertising or marketing materials that are within the Sponsor's authority.

#### MISCELLANEOUS

- A) For all purposes under this Agreement, a "week" is defined as that period from Sunday at 0:00 through the immediately
- B) Neither this Agreement nor any part of this Agreement may be transferred, conveyed or assigned by Sponsor without the
- C) This Agreement contains the entire Agreement between the Parties for this show and any prior agreements are terminated. This Agreement may only be amended, revised or terminated by a written instrument executed by the Party against which enforcement of the amendment, revision or termination is asserted. Any terms conflicting with or in addition to the terms of this Agreement, regardless of how communicated and regardless of the timing, are not a part of this
- D) Tender of either the pre-show advance or full payment by Sponsor, without a signed contract, will represent Sponsor's
- E) Nothing contained in this Agreement will create or be construed as creating a partnership, employment, joint venture or
- agency relationship between the Parties and no Party shall have the authority to bind the other in any respect. F) All of the terms of this Agreement apply to and are binding upon the Parties, and shall inure to the benefit of their
- successors, assigns, heirs and legal representatives, and all other persons claiming by, through or under them, G) The term of this Agreement ("Term") shall begin on the Effective Date and end 3 days after the later of 1) the final Show Date or Rain Date under this Agreement, or 2) any delayed performance date agreed to either orally or in writing by the Parties. The provisions of this Agreement that by their nature extend beyond termination or expiration of this Agreement survive such termination or expiration.
- H) All parties have been advised to seek their own independent counsel concerning the interpretation and legal effect of this Agreement and have either obtained such counsel, or have intentionally refrained from doing so and have knowingly and voluntarily waived such right. Consequently, the normal rule of construction to the effect that any dratting ambiguitles are to be resolved against the drafting party will not be employed in the interpretation of this Agreement or any amendments
- If either Party fails to enforce any of its rights under any provision of this Agreement or fails to exercise any election provided in this Agreement, it will not be considered to be a waiver of those provisions, rights or elections or in any way affect the validity of this Agreement. The failure of either Party to exercise any of these provisions, rights or elections with not prevent or prejudice such Party from later enforcing or exercising the same or any other provision, right or election
- J) If any part of this Agreement is held by a court of competent jurisdiction to be unenforceable, the remainder of this Agreement will remain in full force and effect and will in no way be affected, impaired or invalidated. Pyrotecnico reserves the right to substitute products of equal or greater value.
- All notices must be in writing and will must be delivered personally with receipt acknowledged, or sent by certified mail. return receipt requested, or sent by nationally recognized overnight courier for next day delivery, to Pyrotecnico, 299 Wilson Road, New Castle PA 16101.
- L) The Parties agree that in the event of any difference of interpretation, or in the event of any controversy, claim or breach of this Agreement or any amendments, the Parties will immediately make good faith efforts to negotiate a written voluntary resolution of the matter prior to instigating legal proceedings.
- M) This Agreement may be executed by facsimile and PDF and in any number of counterparts, and each of the counterparts will be deemed an original. Sponsor represents by his/her signature that he/she has the authority to enter into this

Pyrotecnico EOI Firaworks Bisplay Agreement 2018

Sponsor Initials:

Page 3 of 5

ACCEPTED AND AGREED as of the later of the dates set forth below the signatures below.  $\hfill \hfill \hfi$ 

PYROTEC By (sign); Name: ί Tille: Date: ł PARQ ð

Address: PO Box 149

New Castle PA 16103

Phone: (724) 652-9555

Email: contracts@pyrotecnico.com

SPONSOF By (sign); Name: Tille:  $^{2}$ Date: pı Address: hDn 10 Phone: Email: EMQUINCO DUVUMC albemarleplantation.com

ŗ,

Pyrotecnico EOI Fireworks also Agreement 2018 Sponsor Initials:

e e de la companya de

Page 4 of 5



| You must return this form with your signed agreement, for the certificate of insurance to be issued, and for the permit<br>application to be completed and submitted. If information isn't applicable, please state such an indication is a submitted. |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| application to be completed and submitted. If information isn't applicable, please state such by indicating "N/A".<br>Sponsor Name: HIDCMAVIC MUHUTON                                                                                                  |
| Sponsor Contact Name: SMAUNE BUNUM TALGA TALNA                                                                                                                                                                                                         |
| Address: 1 Plantation my                                                                                                                                                                                                                               |
| City, State & Zip: HOVHOVA NU 27944<br>Phone: 252 424 1120.                                                                                                                                                                                            |
| Email: SNAWYC. DUVUM Pallop May and unter 5 252 426 1710                                                                                                                                                                                               |
| Accounts Payable Contact: HURA PINNINS                                                                                                                                                                                                                 |
| Accounts Payable Email: ALLALALA ON MALDA O LALACALA LINE IS                                                                                                                                                                                           |
| Show Date: July 6, 2019 J Show Time: O1 1.514                                                                                                                                                                                                          |
| Rain Date:                                                                                                                                                                                                                                             |
| Day-of-Show Contact Name: TAVA TOWOV                                                                                                                                                                                                                   |
| Day-of-Show Mobile Phone Number: 252-455-1086 communitymanager@albemarleplantation.com                                                                                                                                                                 |
| Day of Show Emails The TOWN CONDENDED ON COMPANY CIVIC POLICY OF CONTRACTOR                                                                                                                                                                            |
| Display Site Location and Address: CUBhouse 371 Albemarie Block                                                                                                                                                                                        |
| If Puralegoing has said                                                                                                                                                                                                                                |

If Pyrotecnico has produced a show at this site, has the geography changed (i.e, new structures, new terrain, etc.)? If yes, please ND

Additionally insured - If Applicable:

\*\*PLEASE RETURN THIS COMPLETED 5-PAGE AGREEMENT TO\*\* FAX: +1.724.652.1288 (Attn: Mary Kilkingsworth) EMAIL: mkillingsworth@pyrotecnico.com MAIL: Pyrotecnico, P.O. Box 149, New Castle, PA 16103

Pyrotecnico EOI Fireworks Display Agreement 2018 Sponsor Initials:

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Page 5 of 5
A CANADA AND CONTRACT OF CONTRACT.

Phone: (252) 426-4230 Fax: (252) 426-2049

PERQUIMANS COUNTY WATER DEPARTMENT

The NCDOT will be widening Woodville Rd. from the intersection of New Hope Rd. to the Northern Red Banks Rd. intersection. Once the project is completed the existing 6" watermain would be under the edge of the pavement, therefore NCDOT will be responsible for moving the existing 6" watermain. We have the option of upgrading the proposed replacement 6" watermain to an 8" watermain to improve the flow and capacity in the Woodville area for a Betterment payment to NCDOT. The Betterment payment that the County would be responsible for is the price difference between 6" and 8" PVC pipe and existing gate valves. The estimated cost for this upgrade will be \$58,030.16.

We have added additional fire hydrants, gate valves, and a directional bore to the project. We also added a stub out at the Southern Red Banks Rd. intersection for a future connection. These items will be an addition cost to the County as shown below.

(4) Fire Hydrants @ \$5,000 each = \$20,000
826 LF of 10" Directional Bore = \$21,000
6" stub out at Red Banks Intersection = \$10,000
(5) Gate Valves @ \$1,500 each = \$7,500
TOTAL = \$58,500

All of the costs mentioned in this letter are estimates and the actual costs will be determined by the winning bid for the NCDOT project. The total estimated cost to the County would be \$116,530.16. Please contact me at 252-333-0366 or <u>nlolies@perquimanscountync.gov</u> if you have any questions.

Nick Lolies Water Dept. Supervisor

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

PERQUIMANS COUNTY

UTILITY CONSTRUCTION AGREEMENT (UCA)

DATE: 2/26/2019

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

Project: R-5740

AND

WBS Elements: 50198.3.1

PERQUIMANS COUNTY

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and Perquimans County, hereinafter referred to as the "County."

WITNESSETH:

WHEREAS, the Department has prepared and adopted plans to make certain street and highway improvements under Project R-5740, in Perquimans County, said plans consists of grading, paving and drainage along SR 1329 (Woodville Road) from SR 1300 (New Hope Road) to SR 1331 (Red Banks Road), Perquimans County; said project having a right-of-way width as shown on the project plans on file with the Department's office in Raleigh, North Carolina; and,

WHEREAS, the parties hereto wish to enter into an agreement for certain utility work to be performed by the Department's construction contractor with full reimbursement by the County for the costs thereof as hereinafter set out.

NOW, THEREFORE, it is agreed as follows:

- The Department shall place provisions in the construction contract for Project R-5740, Perquimans County, for the contractor to adjust and relocate water lines. The County will reimburse the Department for the Betterment costs of upgrading the existing 6" water line to an 8" water line. Said work shall be accomplished in accordance with plan sheets, attached hereto as Exhibit "A", cost estimate attached hereto as Exhibit "B", and project specific provisions, if applicable, attached hereto as Exhibit "C".
- 2. The County shall be responsible for water lines cost as shown on the attached Exhibit "A". The estimated cost to the County is \$58,030.16 plus actual bid cost for items designated Municipal

Agreement ID # 8417

Add-Ons as shown on the attached Exhibit "B". It is understood by both parties that this is an estimated cost and is subject to change. The County shall reimburse the Department for said costs as follows:

REIMBURSEMENT TO THE DEPARTMENT

- The County shall reimburse the Department for said costs as follows:
 - A. Upon completion of the highway work, the Department shall submit an itemized invoice to the County for costs incurred. Billing will be based upon the actual bid prices and actual quantities used.
 - B. Reimbursement shall be made by the County in one final payment within sixty (60) days of said invoice.
 - C. If the County does not pay said invoice within sixty (60) days of the date of the invoice, the Department shall charge interest on any unpaid balance at a variable rate of the prime plus (1%) in accordance with G.S. 136-27.3.
 - D. Said interest rate shall be set upon final execution of the Agreement by the Department. The County will be notified of the set interest rate by the Department's approval letter upon receipt of the fully executed agreement.
 - E. Any cost incurred due to additional utility work requested by the County after award of the construction contract, shall be solely the responsibility of the County. The County shall reimburse the Department 100% of the additional utility cost.
 - F. In the event the Municipality fails for any reason to pay the Department in accordance with the provisions for payment hereinabove provided, North Carolina General Statute 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to said Municipality by North Carolina General Statute, Section 136-41.1, until such time as the Department has received payment in full.

- 4. Upon the satisfactory completion of the relocations and adjustments of the utility lines covered under this Agreement, the County shall assume normal maintenance operations to the said utility lines. Upon completion of the construction of the highway project, the County shall release the Department from any and all claims for damages in connection with adjustments made to its utility lines; and, further, the County shall release the Department of any future responsibility for the cost of maintenance to said utility lines. Said releases shall be deemed to be given by the County upon completion of construction of the project and its acceptance by the Department from its contractor unless the County notifies the Department, in writing, to the contrary prior to the Department's acceptance of the project.
- It is further agreed that the following provisions shall apply regarding the utilities covered in this Agreement.
 - A. The County obligates itself to service and to maintain its facilities to be retained and installed over and along the highway within the Department's right-of-way limits in accordance with the mandate of the North Carolina General Statutes and such other laws, rules, and regulations as have been or may be validly enacted or adopted, now or hereafter.
- 6. By Executive Order 24, issued by Governor Perdue, and N.C. G.S.§ 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the County by authority duly given.

| L.S. ATTEST: | PERQUIMANS COUNTY |
|---|---|
| ВҮ: | ВҮ: |
| | TITLE: |
| | DATE: |
| business with the State. By execution of any | prohibit the offer to, or acceptance by, any State
tract with the State, or from any person seeking to do
response in this procurement, you attest, for your entire |
| Approved by | of the local governing body of the Perquimans County |
| as attested to by the signature of Clerk of sai | d governing body on(Date) |
| | This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act. |
| (SEAL) | (FINANCE OFFICER) |
| | Federal Tax Identification Number |
| | Remittance Address: |
| | Perquimans County |
| | DEPARTMENT OF TRANSPORTATION |
| | BY:
(CHIEF ENGINEER) |
| | DATE: |
| APPROVED BY BOARD OF TRANSPORTA | TION ITEM O: (Date) |
| Agreement ID # 8417 | Á |

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From: Bland Baker [mailto:Bland.Baker@trilliumnc.org] Sent: Thursday, November 08, 2018 2:31 PM To: mhunnicutt@perquimanscountync.gov Subject: [External] FW: Advisory Board

Good afternoon Ms. Hunnicutt,

Hope you are doing well. I am reaching out to you for some help. My Northern Regional Advisory Board has a slot to fill from Perquimans County. Commissioner Nelson is the commissioner representative for Perquimans County but we also have a slot in the "other" category.

I have attached the criteria from the State Statute regarding the qualifications for the "other" position on my board for some guidance. I realize that it is hard to find someone who has the time to serve on various boards.

Someone from DSS or maybe the Health Department could be a possibility or maybe just a concerned citizen. There is a \$50.00 dollar stipend plus travel for attending the meetings. I was wondering if you could get this on your agenda in the near future.

The Advisory Board meets every other month in Aboskie so our next meeting would be in January. It is the second Tuesday of the month at 4:00PM.

I realize that you may not be able to find someone who is willing to serve. I have a few other counties that struggle with this appointment. We'll just keep on trying.

Thanks for your help!

Bland

CRITERIA FROM THE STATE STATUTE REGARDING THE QUALIFICATIONS FOR THE "OTHER" POSITION

- (3) At least one family member of the local CFAC, as recommended by the local CFAC, representing the interests of the following:
 - a. Individuals with mental illness.
 - b. Individuals in recovery from addiction.
 - c. Individuals with intellectual or other developmental disabilities.
- (4) At least one openly declared consumer member of the local CFAC, as recommended by the local CFAC, representing the interests of the following:
 - a. Individuals with mental illness, b. Individuals with institution
 - b. Individuals with intellectual or other developmental disabilities.
 - c. Individuals in recovery from addiction.
- An individual with health care expertise and experience in the fields of mental health, intellectual or other developmental disabilities, or substance abuse services.
 An individual with health care administration or substance abuse services.
- An individual with health care administration expertise consistent with the scale and nature of the managed care organization.
 An individual with financial expertise consistent with the scale and nature of
- An individual with financial expertise consistent with the scale and nature of the managed care organization.
 An individual with insurance expertise consistent with the scale and nature of the managed care
- (8) An individual with insurance expertise consistent with the scale and nature of the managed care organization.
- An individual with social services expertise and experience in the fields of mental health, intellectual or other developmental disabilities, or substance abuse services.
- (10) An attorney with health care expertise.
- (11) A member who represents the general public and who is not employed by or affiliated with the Department of Health and Human Services, as appointed by the Secretary.

Perquimans Central School 181 Winfall Boulevard Winfall, NC 27985 252-426-5332 (Phone) 252-426-5480 (Fax)



| 10: Mary Hunnicutt | FROM: Freda Bonner |
|--------------------------------------|------------------------------------|
| FAX: \$52) 426-4034 | PAGES: 03 |
| PHONE: 426-8484 | DATE: 02-19-19 |
| RE: Application | CC: |
| □ Urgent □ For Review □ Please Comme | nt 🗆 Please Reply 🔲 Please Recycle |

Comments:

STATEMENT OF INTEREST TO SERVE

If you are a Perquimans County resident and would like to volunteer your time and expertise to your community, please complete and return to:

> Perquimans County Board of Commissioners C/o Clerk to the Board P.O. Box 45 Hertford, NC 27944

| En et a s | | |
|--|---|----|
| Please list in order of professors the D. | • | |
| . Todos tot in order of hielefields the Boards and | Commissions for which was such as | |
| | Commissions for which you would be willing to serve | 2. |
| 1 Martinean Dest. Lass | | Ξ. |
| 1. Northern Regional Advisory Board for Trillium | 4 | |
| | | |

| 2. Economic Improvement Council | 4. | | |
|--|--|---------------------------|------|
| Your full name: Freda Kaye Bonn | ler | | |
| Date of Birth: August 24, 1961 | | | |
| Mailing Address: 431 Ballahack Ro | bad | | |
| City and Zip Code: Hertford N.C. 2 | | | |
| Home Phone: | Work Phane: 252-426-5332 | Coll Dhops, DCD and Mars | _ |
| Current Job Title: School Counseld | | Cell Phone: 252-339-7060 |) |
| Company or Agency: Perquimans | County Schools | | |
| Email Address: foonner@pqschoo | | | |
| Do you live in the county? | Yes: X | No 🗍 | |
| Please list the name of your Towns
(This information of | ship: Hertford
an be obtained from the Tax Offi | | |
| Educational Background: B.A | Sociology/Social Work, Master | of Science-School counsel | ling |

Work Experience: EIC Head Start/Perquimans County (5 yrs.), Perquimans County Central School/Parent Coordinator/Social Worker (6yrs.), Perquimans Central School/School Counselor (2yrs.), Perquimans County High School/School Counselor (2yrs.), and Perquimans Central School/School Counselor (present).

Prior Board/Committee Experience:

School Safety Committee, Multi-tier System Support Committee, Perquimans Child Community Collaborative

This "Statement of Interest to Serve" will remain active for two (2) years from date received in the County Manager's Office.

If I am appointed to serve on one or more boards, I will agree by signing an Affirmation of Understanding, to attend the required number of meetings each calendar year and not to exceed unexcused absences as set forth by the py-laws or rates for that Board.

nı Signature

2-19-19 Date

Please feel free to attach a resume or additional information if so desired.

Responsibilities of the

Community Advisory Committee

Nursing Home

<u>and</u>

Adult Care Home

Duties of the Community Advisory Committee Volunteer members:

- 1. To work to maintain the intent of the Resident's Bill of Rights
- 2. To serve as the nucleus for increased community interaction with facilities
- To promote communication , education, and awareness of issues affecting institutionalized elderly
- 4. To assist persons who have grievances with the home, and facilitate the resolution of grievances at the local level whenever appropriate.

To carry out its responsibilities the Community Advisory Committee will participate in the following activities:

- Make official quarterly/annual unannounced visits to facilities to establish report with residents, families, staff and administrators
- 2. Prepare quarterly reports
- 3. Attend training sessions
- 4. Attend committee meetings
- 5. Receive and investigate complainants and document complaint information
- 6. Negotiate resolution of complaints with facility administrator
- 7. Do friendly visits in the facilities
- 8. Mobilize volunteers for facilities

Specific Duties include:

- Completion of a 15-hour training course established by the State Long Term Care Ombudsman within North Carolina Division of Aging and Adult Services
- Attend at least 10 hours of in-service training per year
- Responding to referrals from the office of the Regional Ombudsman
- Receiving and investigating complaints from residents and family members and documenting complaint information after proper training
- Negotiating resolution of complaints with facility administrators
- Reporting any serious problems immediately to the office of the Regional Ombudsman and/or appropriate governmental agency
- Asking for technical assistance when unsure of how to proceed
- Asking the office of the Regional Ombudsman staff to make collateral contacts with other government agencies including licensing divisions
- Preparing quarterly visit reports
- Completing all required paperwork accurately and on time
- Maintaining cooperative relationships with appropriate agencies, such as Adult Protective Services, Adult Home Specialist, Social Service Departments, Division of Health Service Regulations Representatives and all law enforcement agencies
- Establish rapport with residents, families, staff, and nursing/adult care home administrators
- Assisting residents and families with information and support in finding appropriate placements
- Mobilizing volunteers for facilities (i.e. Promoting community improvement in facilities)
- Promoting communications, education, and awareness of issues affecting institutionalized older adults

*For additional information, please contact the Community Advisory Committee Chairperson or the Regional Ombudsman with the Area Agency on Aging governing your county

| Board/Committee | Meetings | Purpose |
|----------------------|--|---|
| Board of Adjustments | 3rd Thursday of each month
at 7:00 p.m. in
Commissioners' Room
Contact Person: Planner
[currently Rhonda Money at
(252) 426-2027] | Hears & decides on appeals from
any order, decision, requirement,
or interpretation made by the
Zoning Administrator; Applications
for variances to Zoning Ordinance
requirements & any other matter
the Board is required to act upon
according to any other county
Ordinance. |

2/22/2019

LIST OF VOLUNTEER APPLICATIONS

| EXPIRATION | rd 9/22/17
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| PHONE | (252) 426-1425
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| ADDRESS | 104 New River Drive
catmcneal@gmail.com | one nes nel nuuse lui sale anu is moving lu Franas.
L'audro Dianas M. 1477 Danie Deidas Daed | diannelayden@hughes.net | | 1251 Center Hill Highway H
bschultz@woodforest.com | 1251 Center Hill Highway
bschultz@woodforest.co
178 Sue Lane
mahitabelf@gmail.com
lynn.mathis@ncdenr.gov | 1251 Center Hill Highway H
bschultz@woodforest.com
178 Sue Lane Hi
mahitabelf@gmail.com Hi
wnn.mathis@ncdenr.gov
162 Roanoke Drive Hi
Rmcnaught162@gmail.com | 1251 Center Hill Highway
bschultz@woodforest.c
178 Sue Lane
mahitabell@gmail.com
lynn.mathis@ncdenr.go
162 Roanoke Drive
Rmcnaught162@gmail.c
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archieaples@yahoo.com | 1251 Center Hill Highway
bschultz@woodforest.c
178 Sue Lane
mahitabell@gmail.com
lynn.mathis@ncdenr.go
162 Roanoke Drive
Rmcnaught162@gmail.c
1126 W. Grubb Street
archieaples@yahoo.com
archieaples@yahoo.com
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bschultz@woodforest.com
178 Sue Lane Hertfor
mahitabelf@gmail.com
kmcnaught162@gmail.com
fmcnaught162@gmail.com
fmcnaught162@gmail.com
fmcnaught162@gmail.com
archieaples@yahoo.com
1126 W. Grubb Street Hertfor
archieaples@yahoo.com
398 Chapanoke Road Hertfor
sburket@lx.netcom.com | 1251 Center Hill Highway
bschultz@woodforest.com
178 Sue Lane
mahitabeli@gmail.com
lynn.mathis@ncdenr.go
162 Roanoke Drive
Rmcnaught162@gmail.com
1126 W. Grubb Street
archieaples@vahoo.com
archieaples@vahoo.com
398 Chapanoke Road
ernestine_simpson@yah
ernestine_simpson@yah
ernestine_simpson@yah
leneharreli@yahoo.com |
| NAME | McNeal, Cathleen C. | one nas ner nouse ru si
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LIST OF VOLUNTEER APPLICATIONS

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| COMMITTEES | 1. Planning Board
2. Board of Commissioners
3. | 1. COA - Board of Trustees
2. Chowan Hospital Board
3. Bd of Comm Facilitator | | | | | | | | |
| PHONE | (252) 297-2740 | (252) 426-4851
(252) 619-4256 | - | (252) 426-7814
(252) 426-7117
(252) 331-9001 | 4 N F N | | 4 M = 10 00 | | | |
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| ADDRESS | 725 Sandy Cross Road
blassiter@pqschools.org | 234 Beech Point Blvd.
cwlacefield@earthlink.net | P.O. Box 105 | saltpeterpete@hotmail.com | saltpeterpete@hotmail
1209 Belvidere Road
Icwiil@inteliport.com | saltpeterpete@hotmail.cc
1209 Belvidere Road
Icwiii@inteliport.com
228 Bethany Church Road B
tblanchard@pcs.k12.nc.us | saltpeterpete@hotmail.
1209 Belvidere Road
Icwiii@inteliport.com
228 Belhany Church Road
tblanchard@pcs.k12.nc.
tblanchard@pcs.k12.nc.
147 Explorer Arch
page3@embarqmail.com | saltpeterpete@hotmail
1209 Belvidere Road
Icwiii@inteliport.com
228 Belhany Church Road
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1209 Belvidere Road
1cwiii@inteliport.com
228 Bethany Church Road
tblanchard@pcs.k12.nc
147 Explorer Arch
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751 Body Road
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111 W. Camp Perry Road
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1209 Belvidere Road
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| | EXPIRATION
DATE | 211/21 | 212/19 | 2/2/19 | 2/14/19 | 4/12/19 | 4/21/19 | 6/5/19 | 12/19/20 | 12/28/20 |
| | COMMITTEES | 1. Ptanning Board
2. Agri Adv Board
3.
4. | 1. Board of Adjustment
2. Recreation Adv Board
3.
4. | 1. Board of Adjustment
2.
3.
4. | 1. Sr Clitzen Adv. Board
2.
3. | 1. Local Library Board
2.
3. | 1. Local Library Board
2.
3.
4. | 1. Recreation Adv Board
2.
3. | 1. Recreation Adv Board
2.
3. | 1. Senior Citizens Adv. Board
2.
3. |
| | PHONE | (252) 426-7347
(252) 426-7164
(252) 331-3362 | (252) 331-5426 | (252) 312-9609 | (252) 562-3049 | (252) 426-2027 | (252) 331-9368 | (252) 426-3182
(252) 384-4977
(252) 312-7959 | | (252) 333-5056 |
| | ZIP | 27944 | 27944 | 27944 | 27944 | 27944 | 27944 | 27944 | 27944 | 27944 |
| | STATE | NC | NC | NC | SC | NC
nc.gov | SC NC | NC | С
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| | СІТҮ | Hertford | Hertford | Hertford | Hertford | d Hertford NC
perguimanscountync.gov | Hertford | Hertford | Hertford | Hertford |
| | ADDRESS | 127 Smith Cove Road
lewis_smith@ncsu.edu | 1488 Center Hill Hwy
deborahreed74@gmail.com | 948 Pender Road He
hobbs@hobbsfurniture.com | 190 Weight Station Road | 412 Hurdletown Road
rhondamoney@perguimi | 106 Areneuse Creek Ct.
Japoppert@yahoo.com | 800 Lake Road
aasmith12@gmail.com
aasmit10@sentara.com | 212 Crescent Drive | 712 W. Grubb Street |
| | NAME | Smith, Jr., Lewis W. | Read, Deborah S. | Hobbs, Benjamin C. | Juanita T. Bailey | Rhonda Money | Jennifer Poppert | April Smith | Martina McClenney | Lillian Hoiman |
| | DATE OF
APPLICATION | 12/18/14
Updated
2/18/19 | 2/2/7 | 2/2/17 | 2/14/17 | 4/12/17 | ~ | | | 12/28/18 |

Recommendations

Planning Staff believes the Special Events Venue Home Occupation of a Commercial Nature, as proposed may be developed in compliance with Zoning Ordinance Section 907.5, 907.21 and 907.13. Planning Board recommended approval of CUP-19-02 and found it to be consistent and in harmony with the existing development pattern around 305 Swing Gate Road. Planning Board also recommended approval of proposed Draft Conditional Use Permit No. CUP-19-02, with an added condition of an 11pm cut-off time for outdoor music.

<u>Suggested Motions – Recommendations – Actions:</u> The Draft CUP, if adopted by the Board of County Commissioners, must contain conditions included by the BCC's motion, if so moved.

The BCC is requested to consider using one of the following sets of scripts to form the desired motion for approval or denial of each proposed CUP, as follows:

TWO (2) SUGGESTED ACTIONS TO APPROVE:

MOTION TO FIND PROPOSED CONDITIONAL USE PERMIT NO. CUP-19-02 TO <u>BE CONSISTENT AND IN HARMONY WITH THE EXISTING DEVELOPMENT</u> <u>PATTERN</u> around 305 Swing Gate Road, Hertford, NC;

2) <u>MOTION TO RECOMMEND APPROVAL</u>: Motion to approve Conditional Use Permit No. CUP-19-02, for the Special Events Venue as a Home Occupation of a Commercial nature at 305 Swing Gate Road; approximately 36 acres, zoned RA, Rural Agriculture District, also known as Tax Parcel Numbers 5-0041-0016, 5-0041-0017 and 5-0041-0017B conditioned upon (*revise, add or delete from list of conditions contained in the DRAFT Conditional Use Permit*), adopting Findings to support the motion (see Table, below).

TWO (2) SUGGESTED ACTIONS TO RECOMMEND DENIAL: Motions to deny Application No. CUP-19-02, and adopting Findings to support the motion would utilize both of the above-noted motions stated in the negative tense.

TABLE OF FINDINGS for Proposed CUP-19-02: Crawfish Shack, Home Occupation-Special Events Venue

| Motion to recommend approval finds: | Motion to recommend denial finds: |
|--|---|
| That the CUP will <u>not</u> materially endanger the public
health or safety if located according to the plan
submitted and approved. | 1) That the CUP will materially endanger the public health or safety if located according to the plan submitted and approved. |
| That the use <u>meets</u> the required conditions and
specifications. | 2) That the use does not meet the required conditions and specifications. |
| That the use will <u>not</u> substantially injure the value of
adjoining or abutting property, or that the use is a public
necessity. | 3) That the use <u>will</u> substantially injure the value of adjoining or abutting property, or that the use is not a public necessity. |
| 4) That the location and character of the use, if
developed according to the plan as submitted and
approved, will be in harmony with the area in which it is
to be located and in general conformity with the
Perquimans County Land Use Plan. | 4) That the location and character of the use, if developed according to the plan as submitted and approved, will <u>not</u> be in harmony with the area in which it is to be located and will not be in general conformity with the Perquimans County Land Use Plan. |

ATTACHMENTS: 1) Applicant's CUP Application and Site Plan; 2) Draft Conditional Use Permit No. CUP-19-02



Perquimans County Planning & Zoning Office

MEMORANDUM

TO: Frank Heath, County Manager

FROM: Rhonda Money, Planner/GIS

DATE: February 20, 2019

RE: Status Report on Alpha Value Solar, LLC's Large Scale Solar Power Generating Facility, CUP-16-06

Attached is an updated Annual Report by Heath McLaughlin regarding the status and progress made on Conditional Use Permit No. CUP-16-06 to construct a solar energy system on tax parcel number 3-0049-00010A currently owned by HMM Family Farm, LLC located at 746 Ocean Highway South.

Background Reference:

Condition 'M' titled 'Annual Reports' in CUP-16-06 in Perquimans County Register of Deeds book 461, page 226 states, "...During construction of the project, the Applicant, heirs and assigns shall provide the County with annual reports outlining progress to date along with circumstances that may result in delays. In the event construction will be delayed beyond <u>February 6, 2018</u>, the Applicant, heirs and assigns shall formally request an extension be granted by the Board of County Commissioners; otherwise the BCC may revoke the Conditional Use Permit."



February 15, 2019

Perquimans County Planning & Zoning 104 Dobbs Street Hertford, NC 27944

Attn: Rhonda Money, Planner

Re: Conditional Use Permit No. CUP-16-06 Extension Request

Dear Ms. Money:

On behalf of Alpha Value Solar, LLC, please allow this letter to serve as an Annual Report and Extension Request for Conditional Use Permit CUP-16-06 which was filed with Perquimans County Register of Deeds on March 7, 2017.

Under Section M in the Conditional Use Permit, notice to the Planning Board and Board of County Commissioners is requested to outline project progress along with circumstances that may result in delay if construction is expected to commence after February 6, 2018. In accordance with Section M, please find herewith a status report and progress update for the benefit of Perquimans County Board of Commissioners.

At this time, it is anticipated that Alpha Value Solar, LLC will start construction in June of 2019 subject to favorable site conditions and timely delivery of solar system equipment and materials. Critical project development agreements have been secured and executed with Dominion Energy, to include; Power Purchase Agreement, Interconnection Agreement, IA Security Deposit, and ROW Easement Agreement for installation of electric power grid protection equipment and attachment facilities in June or July of 2019 as well. NCDOT Driveway permit has been updated and is valid for driveway construction in June or July.

Project finance due diligence for Alpha Value Solar LLC has met institutional investor review and approval for 2019 start of construction with commercial operation scheduled for early Q4 2019. Construction is expected to be completed within 4 months after material start of construction and "as-built" site construction plans and civil plans will be delivered to Perquimans County Planning & Zoning and Building Inspector for zoning, building, and electrical permit review and approval in May or June 2019.

With this Annual Report, Alpha Value Solar, LLC would like to respectfully request Perquimans County Board of Commissioners approval to commence and complete construction of Alpha Value Solar Farm this year with no further delay to secure project NTP (notice to proceed) with zoning, building, and electrical permits.

Thank you kindly for Perquimans County Board of Commissioners consideration and please do not hesitate to contact me by email at <u>Heath@Blue-GreenEnergy.com</u> or on my cell at (321) 202-3600 if you have any questions or if I can be of further assistance.

With sincere regards,

Heath McLaughlin, Authorized Representative

Aipha Value Solar, LLC 176 Mine Lake Court, Suite #100, Raleigh, North Carolina, 27651



(LONG-TERM ECONOMIC ADVANCEMENT FOUNDATION)

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BOARD OF DIRECTORS

RANDY ISENHOWER CHAIR NEWTON, NC

MURCHISON "BO" BIGGS LUMBERTON, NC

S. LAWRENCE DAVENPORT GREENVILLE, NC

BARRY Z. DODSON STONEVILLE, NC

DON FLOW WINSTON-SALEM, NC

JIM GARDNER ROCKY MOUNT, NC

TOMMY HESTER HENDERSON, NC

CAROLYN H. JUSTICE HAMPSTEAD, NC

JOHNATHAN L. RHYNE, JR. LINCOLNTON, NC

BOBBIE RICHARDSON LOUISBURG NC

LEE ROBERTS RALEIGH, NC

DAVID ROSE NASHVILLE, NC

THOMAS STITH DURHAM, NC

TOM TAFT GREENVILLE, NC

JEROME VICK WILSON, NC

PRESIDENT DAN GERLACH Mr. Frank Heath County Manager County of Perquimans P.O. Box 45 Hertford, North Carolina 27944

Dear Mr. Heath: 144

I am pleased to inform you that the Board of Directors of the Golden LEAF Foundation has approved a grant for your project, "Phase 1 Inland Basin Construction," in the amount of \$750,000.00. We trust that this support will further your work to the benefit of North Carolinians.

February 13, 2019

Enclosed are two copies of our Grantee Acknowledgement and Agreement, which includes details regarding administration of the grant, including the payment schedule and reporting requirements. Please read your grantee agreement carefully and take note of special conditions that may apply to your grant award.

We require that grantees become acquainted with Golden LEAF's policies governing grants by attending a grants management workshop. We will provide you the dates and locations of upcoming workshops in the near future.

Upon receipt of one original signed Grantee Acknowledgement and Agreement form, documentation that any requisite conditions have been met, and a written request for payment, we will make the first disbursement of funds in connection with your project. As outlined in the Grantee Acknowledgement and Agreement, subsequent payments will be forwarded upon the receipt of the required reports. Reporting forms can be accessed at our website, www.goldenleaf.org, or by contacting us at 888-684-8404 or at programs@goldenleaf.org.

All publicity and printed materials regarding projects or activities funded in whole or in part by this grant should contain the following language: "This project received support from the Golden LEAF Foundation." The Golden LEAF logo is to be displayed in all of the publicity and printed materials relating to this grant. Please contact Jenny Tinklepaugh (jtinklepaugh@goldenleaf.org) for digital versions of the logo. Mr. Frank Heath February 13, 2019 Page 2

Please let me or any member of our programs staff know if you have any questions regarding your grant, its conditions, or reporting requirements. We stand ready to be of assistance to you at any time. Once again, on behalf of the Board, congratulations on your grant award. We look forward to learning about your accomplishments.

Sincerely,

Dan Gerlach President

DG:bs

Enclosures: as stated

The Golden LEAF Foundation ("Golden LEAF")

GRANTEE ACKNOWLEDGMENT AND AGREEMENT

- 1. Grantee: County of Perquimans
- 2. Project File Number & Title: FY2019-046 / Phase 1 Inland Basin Construction
- 3. Purpose of Grant: This grant provides funding to Perquimans County for construction of Phase 1 Inland Basin of the Perquimans Marine Industrial Park. The county projects that within five years of completion, the project will attract companies that will create at least 150 jobs and make capital investments of \$8 million. The project has secured partial funding from the State of North Carolina.
- Amount of Grant: \$750,000.00

5. Award Date: 2/7/2019 Start Date:

- 6. Special Terms and Conditions Applicable to Grant:
 - a) The term of the grant is <u>18</u> months, commencing on the Award Date unless the Grantee proposes a later Start Date that is accepted by Golden LEAF. Golden LEAF may extend the term of the Grant. All project-related expenses must be incurred during the term of the grant. The provisions of this Grantee Acknowledgment and Agreement that by their nature extend beyond the term of the grant will survive the end of the term of the grant.
 - b) Release of Golden LEAF funds is conditioned on Grantee securing sufficient funds to complete the project within eighteen months of the Award Date.
- 7. Standard conditions on the release of grant funds:
 - a) Release of grant funds is contingent on Grantee attending a Golden LEAF grants management workshop or participating in satisfactory discussions with Golden LEAF staff to gain training in the management of Golden LEAF grants and reporting requirements.
 - b) Release of funds is contingent on Grantee returning a fully executed original of this Grantee Acknowledgment and Agreement no later than forty-five (45) days after the Award Date, unless Golden LEAF agrees to extend the deadline for its submission.
 - c) Release of funds is contingent on Grantee submitting a project management plan ("PMP") that Golden LEAF has approved. The PMP must be submitted for approval within forty-five (45) days of the Award Date, unless Golden LEAF agrees to extend the deadline. Unless otherwise approved, the PMP must be submitted on Golden LEAF form(s). The PMP will include key activities that are critical to successful implementation of the grant and outcomes that will be used to assess the success and effectiveness of the project.
 - d) Release of funds is contingent on the Grantee submitting a project budget for approval by Golden LEAF. The project budget must be submitted for approval within forty-five (45) days of the Award Date unless Golden LEAF agrees to extend the deadline. Unless otherwise approved, the project budget must be submitted on Golden LEAF form(s).
 - e) If the approved project budget includes funds from other sources that are required for project implementation, Golden LEAF grant funds will not be released until Grantee demonstrates that it has secured those funds.
 - Golden LEAF grant funds may not be used for acquisition of interests in real property or for costs of grant administration.
 - g) If the Grantee fails to comply with its obligations under this Agreement, no further grant funds will be released unless such noncompliance is resolved to the satisfaction of Golden LEAF.

- 8. Confirmation of Eligibility/Permissible use of Funds: The Grantee confirms: (1) that the Internal Revenue Service has determined that the Grantee is an organization described in Section 501(c) (3) of the Internal Revenue Code of 1986, as amended, and that such determination has not been revoked, or (2) that the Grantee is a federal, state or local governmental unit. Grantee agrees to notify Golden LEAF promptly if the Grantee's tax-exempt status is revoked or modified in any way. The Grantee agrees that it will use the funds from this grant only for charitable, educational, or scientific purposes within the meaning of Section 501(c)(3) of the Code, and that it will not use the funds from this grant in any way that would result in or give rise to private inurement or impermissible private benefit. The Grantee agrees that no funds from this grant will be used to carry on propaganda or otherwise to attempt to influence legislation, to influence the outcome of any public election, or to carry on directly or indirectly any voter registration drive. If grant funds are used to pay for sales tax for which the Grantee receives a refund, Grantee will use the refund for expenses that are consistent with the purpose of the grant and permissible under this Agreement. Unless otherwise agreed by Golden LEAF in writing, no portion of the Grantee's rights or obligations under this Agreement may be transferred or assigned to any other entity.
- 9. Compliance with laws/liens: The Grantee is in material compliance with all federal, state, county, and local laws, regulations, and orders that are applicable to the Grantee, and the Grantee has timely filed with the proper governmental authorities all statements and reports required by the laws, regulations, and orders to which the Grantee is subject. There is no litigation, claim, action, suit, proceeding or governmental investigation pending against the Grantee, and there is no pending or (to the Grantee's knowledge) threatened litigation, claim, action, suit, proceeding or governmental investigation against the Grantee that could reasonably be expected to have a material adverse effect upon the Grantee's ability to carry out this grant in accordance with its terms. The Grantee has timely paid all judgments, claims, and federal, state, and local taxes payable by the Grantee the non-payment of which might result in a lien on any of the Grantee's assets or might otherwise adversely affect the Grantee's ability to carry out this grant in accordance with its terms.
- 10. Conflict of interest: In connection with the project funded by Golden LEAF, no employee, officer, director, volunteer, or agent of the Grantee shall engage in any activity that involves a conflict of interest or that would appear to a reasonable person to involve a conflict of interest. Without limiting the foregoing principle, except as described below, in connection with implementation of the project funded by Golden LEAF, Grantee shall not procure goods or services from any Interested Person or from any individual or entity with which any Interested Person has a financial interest or from any family member of an Interested Person, nor shall Grantee use Golden LEAF grant funds to provide goods, services, or compensation (other than customary and reasonable wages and benefits) to any Interested Person or to any family member of an Interested Person. "Interested Person" includes officers and directors of the Grantee, and employees of the Grantee with authority to procure goods or services for the Grantee related to the project funded by Golden LEAF. For purposes of this section, family members shall include: (1) spouse, (2) ancestor, (3) brother, (4) half-brother, (5) sister, (6) half-sister, (7) child (whether by birth or by adoption), (8) grandchild, (9) great grandchild, or (10) spouse of brother, halfbrother, sister, half-sister, child, grandchild, or great grandchild. An Interested Person has a financial interest if the Interested Person has, directly or indirectly, through business, investment, or family: a) an ownership or investment interest in any entity with which the Grantee has a transaction or arrangement; b) a compensation arrangement with the Grantee or with any entity or individual with which the Grantee has a transaction or arrangement; or c) a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Grantee is negotiating a transaction or arrangement. Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial. An Interested Person must inform the Grantee of his or her financial interest upon becoming aware that the Grantee is considering procuring goods or services from any individual or entity with which any Interested Person has a financial interest. The foregoing notwithstanding, if after exercising due diligence, the governing board or committee of the Grantee determines that the Grantee is not reasonably able to secure a more advantageous transaction or arrangement from an individual or entity with which an Interested Person does not have a financial interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or

arrangement is in the Grantee's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination the Grantee shall make its decision as to whether to enter into the transaction or arrangement and shall keep written records of the meeting at which that decision was made. The Grantee shall inform all Interested Persons of the requirements set forth in this section. If the requirements set forth in this section conflict with any statute or regulation applicable to the Grantee, the statute or regulation shall control. If the Grantee has a conflict of interest or similar policy that provides more stringent restrictions and protections than those in this section, the Grantee may comply with its policy rather than the policy contained herein. This section does not alter the requirement that Grantee may not use the funds from this grant in any way that would result in or give rise to private inurement or impermissible private benefit

- 11. Procurement: All goods or services acquired using Golden LEAF grant funds must be reasonably necessary to implement the project funded. All procurement transactions involving the use of Golden LEAF grant funds will be conducted to provide, to the extent possible and reasonable, free and open competition among suppliers. The Grantee should use reasonable efforts to procure goods and services from local businesses, small businesses, minority-owned firms, and women's business enterprises. The Grantee will seek competitive offers where possible and reasonable to obtain the best possible quality at the best possible price. Some form of cost or price analysis shall be made and documented in connection with every individual procurement in excess of \$1,000.00. Price analysis may be accomplished in various ways, including the comparison of price quotations or market prices, including discounts. For any single procurement of \$100,000.00 or more, Grantee will use a competitive bid process that is designed to attract a reasonable number of responsive bidders. The requirements of the bid process may vary depending on the value of the procurement. When evaluating bids received, the Grantee is not required to take the lowest price if other factors are reasonably important to the Grantee; however, the bases for evaluation and selection should be listed in the procurement documents and there should be an objective method for the decision made by the Grantee. The decision should be documented in writing. If the Grantee is subject to statutory or regulatory procurement requirements, those requirements supersede this section. The Grantee may request that the President of Golden LEAF approve the Grantee's use of a procurement policy that varies from the requirements of this section.
- 12. Project and budget modification: The Grantee will immediately notify Golden LEAF of anything that may materially affect the Grantee's ability to perform the project funded. If the Grantee proposes to modify the budget, the objectives, or any other feature of the project funded, the Grantee shall not encumber or expend any funds from this grant for such purposes unless and until Golden LEAF has approved such proposed modifications in writing. Moreover, no further payments shall be made to the Grantee in connection with the project funded unless and until Golden LEAF has approved such proposed modifications in writing.
- 13. Use of grant funds/rescission and termination of grants: The Grantee accepts and will retain full control of the disposition of funds awarded to the Grantee by Golden LEAF under this grant and accepts and will retain full responsibility for compliance with the terms and conditions of the grant. Grant funds shall be utilized exclusively for the purposes set forth above. If the Grantee breaches any of the covenants or agreements contained in this Grantee Acknowledgment and Agreement, uses grant funds for purposes other than those set out above, or any of the representations and warranties made by the Grantee are untrue as to a material fact, the Grantee agrees to repay to Golden LEAF the full amount of this grant. Any condition, purpose, term or provision in Golden LEAF's resolution approving funding or in this Agreement shall take precedence over any conflicting provision in the Grantee's application. Grantee shall not use grant funds for any purpose not included in the Grantee's application for funding unless specifically approved by Golden LEAF. If there is a conflict between the purpose of the grant and use of grant funds described in this Grantee Acknowledgment and Agreement and the Grantee's application for funding, this Grantee Acknowledgment and Agreement will control.
- 14. The Grantee acknowledges receipt of the following policy regarding termination and rescission of grants, which is intended to supplement but not replace or limit the rights and remedies of Golden LEAF set forth elsewhere in

this Agreement. The Grantee acknowledges that Golden LEAF may, from time to time, amend its policy regarding termination and rescission of grants, and the Grantee acknowledges that the Grantee will be subject to the policy as amended.

Policy Regarding Rescission and Termination of Grants. Rescission of a grant revokes the grant award. When funds have been disbursed to a Grantee by Golden LEAF and a grant is rescinded, the Grantee may be liable for repayment to Golden LEAF for an amount up to the total of grant funds received by the Grantee, in addition to any other remedy available to Golden LEAF. Termination of a grant ends the grant on a going-forward basis, and the Grantee is responsible for repayment to Golden LEAF of only that portion of the grant funds that has been disbursed but not expended by the Grantee in accordance with the terms of the grant.

A grant may be rescinded or terminated at any time in the discretion of Golden LEAF for the Grantee's failure to comply with its obligations under this Agreement or if any of the Grantee's representations and warranties in this Agreement are or become untrue as to a material fact. Reasons for rescission or termination of a grant include but are not limited to the following:

- a. The Grantee has not signed and delivered to Golden LEAF the Grantee Acknowledgment and Agreement within forty-five (45) days of the Award Date set out in Section 5, above.
- b. The Grantee has failed to complete the project within the grant term established by this Agreement or any extensions thereof.
- c. The Grantee's tax-exempt status has been modified or revoked.
- d. The Grantee is unable, or has failed or refused, to comply with a material term or condition of the grant.
- e. The Grantee has experienced a change in circumstances that is likely to have a material adverse effect upon the Grantee's ability to accomplish fully the purposes of the grant (e.g., loss of collateral funding, loss of key personnel, etc.).
- f. The Grantee has failed or refused to submit a report, statement, accounting or return required by this Agreement or applicable law.
- g. The Grantee has materially modified its budget for the project, and such material modification has not been approved by Golden LEAF.
- h. The Grantee commits a material violation of the Internal Revenue Code or uses grant funds for some purpose not permitted by the Internal Revenue Code or for some purpose not contemplated by the grant.
- i. The Grantee breaches any of the covenants or agreements contained in this Grantee Acknowledgment and Agreement.
- j. The Grantee requests that the grant be rescinded or terminated.

It is anticipated that a grant will be rescinded in situations in which no grant funds have been disbursed. Where grant funds have been disbursed, it is anticipated that a grant will be rescinded in the case of more serious violations (including, without limitation, use of grant funds for some purpose not contemplated by the grant or in violation of the Internal Revenue Code, or upon other affirmative misconduct of the Grantee), and that termination of a grant will occur in the case of the less serious instances of non-compliance or where the circumstance giving rise to termination is not the result of misconduct of the Grantee.

If the Board of Directors of Golden LEAF determines that a grant should be rescinded or terminated, Golden LEAF will notify the Grantee of that decision. Golden LEAF may choose to notify the Grantee that the grant is subject to rescission or termination unless the Grantee remedies the noncompliance, and Golden LEAF may establish deadlines or other limitations on the Grantee's opportunity to remedy the noncompliance. If Golden LEAF allows the Grantee the opportunity to correct the noncompliance, no further grant funds shall be advanced until the noncompliance is remedied.

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- 15. Release of Funds: Unless otherwise agreed by Golden LEAF, up to twenty percent (20%) of funds may be released in advance after all conditions on the release of funds are satisfied. Funds may be released in additional advances of up to twenty percent (20%) of the grant amount upon receipt of evidence satisfactory to Golden LEAF that funds previously released have been properly expended and accounted for. Funds may also be released on a reimbursement basis, in which case payments may be made in an amount equal to or up to eighty percent (80%) of the grant amount upon receipt of evidence satisfactory to Golden LEAF that funds have been properly expended and accounted for. Unless otherwise approved by the President of Golden LEAF, a sum equal to twenty percent (20%) of the total amount of the grant will be retained by Golden LEAF until the Grantee completes its obligations under this grant, including submission of a satisfactory final report on the project funded. This final twenty percent (20%) retained by Golden LEAF shall be paid to the Grantee on a reimbursement basis. If the grant is conditional or contingent, all conditions and contingencies must be met before any payment will be made. Each request for payment shall be in writing using the approved Golden LEAF form and shall certify that the Grantee has performed in accordance with the terms and provisions of its Grantee Acknowledgment and Agreement, and that such Grantee is entitled under the terms of such Agreement to receive the amount so requested. Each request should be made to Mr. Dan Gerlach, President, The Golden LEAF Foundation, 301 N. Winstead Avenue, Rocky Mount, NC 27804. Payment should not be requested until the Grantee has need for actual expenditures of the funds. The Grantee should request payment at least thirty (30) days prior to its desired payment date.
- 16. Reporting: The Grantee agrees to submit a progress report to Golden LEAF biannually, to be received by Golden LEAF six months from the date of award and every six months thereafter unless some other schedule is approved by Golden LEAF. The Grantee agrees to submit a final Progress Report for receipt by Golden LEAF within sixty (60) days after the completion of all obligations for the project funded or the end date, whichever comes first. The Grantee may be required to report results and accomplishments to Golden LEAF for a period beyond the grant term that is reasonably necessary to evaluate the outcomes of the grant. Report forms may be found on Golden LEAF's website, www.goldenleaf.org. The Grantee will furnish additional or further reports if requested by Golden LEAF on forms prescribed by Golden LEAF.
- 17. Records: The Grantee agrees to maintain full, accurate and verifiable financial records, supporting documents, and all other pertinent data for the project funded in such a manner so as to identify and document clearly the activities and outcomes of the project funded and the expenditure of Golden LEAF grant funds. Financial records regarding Golden LEAF's grant shall maintained in such a way that they can be reported separately from monetary contributions, or other revenue sources of the Grantee. The Grantee agrees to retain all financial and programmatic records, supporting documents, and all other pertinent records related to the project funded for a period of five (5) years from the end of the grant term. In the event such records are audited, all project records shall be retained beyond such five-year period until all audit findings have been resolved. The Grantee shall provide to Golden LEAF, or Golden LEAF's designated representative, all of the Grantee's records that relate to the grant, and shall allow Golden LEAF or Golden LEAF's representative to audit, examine and copy any data, documents, proceedings, records and notes of activity relating to the grant. Access to these records shall be allowed upon request at any time during normal business hours and as often as Golden LEAF or its representative may deem necessary. The Grantee may be subject to audit by the State Auditor.
- 18. This Section 18 is applicable if the following blank is marked: _____ Staff Initials & date: _____

Intellectual property/new developments: In consideration of its receipt of funds granted by Golden LEAF, the Grantee agrees that during the course of the project funded by the grant, the Grantee, and any recipient of grant funds, will promptly disclose to Golden LEAF any improvements, inventions, developments, discoveries, innovations, systems, techniques, ideas, processes, programs, and other things, whether patentable or unpatentable, that result from any work performed by or for the Grantee in connection with the project funded, or by individuals whose work is funded by the grant (the "New Developments"). If the Grantee provides to

Golden LEAF a copy of any Invention Disclosure Reports it receives from Grantee employees that report making inventions under this Agreement, then the Grantee will be deemed to have satisfied the disclosure requirement in the preceding sentence.

The Grantee agrees that it, and any recipient of grant funds, shall take all reasonably appropriate actions to assure that the New Developments shall be and remain the sole and exclusive property of the Grantee. In the event that the interests of the public would be served by commercialization of the New Developments, the Grantee agrees to use its best reasonable efforts to pursue the commercialization of any such New Developments in a manner that will serve the interests of the public, including but not limited to the transfer, assignment or licensing of such New Developments; provided, however, that the Grantee, and any recipient of grant funds, shall not transfer, assign or license such New Developments in part or in whole without first having obtained the written consent of Golden LEAF.

Any revenue generated as a result of transferring, assigning, or licensing New Developments will be managed by the Grantee in accordance with its published patent, copyright and technology transfer procedures, if any, and in the absence of such procedures such revenue will be managed by the Grantee in accordance with procedures approved by Golden LEAF. Such procedures typically will prioritize the distribution of revenues to ensure that the Grantee first honors its obligation to its inventors and then to cover its own out-of-pocket expenses as necessary to protect its intellectual property.

The Grantee and Golden LEAF further agree that should there be any revenue generated greater than that necessary to meet the obligations of the preceding paragraph ("Net Revenue"), the Net Revenue shall be managed by the Grantee as follows:

- a) 15% of the Net Revenue will be retained by the Grantee as a fee for the management and distribution of funds as required under this Agreement.
- b) 30% of the remaining Net Revenue will be paid to Golden LEAF.
- c) 70% of the remaining Net Revenue will be retained by the Grantee and used in accordance with the procedures referenced in the preceding paragraph above.

The Grantee's obligations pursuant to this Section will continue beyond the expiration of the funding period.

- 19. Independent entity: The Grantee acknowledges and agrees that the Grantee is an entity independent from Golden LEAF, is not an agent of Golden LEAF, and is not authorized to bind Golden LEAF to any agreement of payment for goods or services. The Grantee is responsible for payment of all its expenses, including rent, office expenses and all forms of compensation to employees. It shall provide workers compensation insurance to the extent required for its operations and shall accept full responsibility for payments of unemployment compensation, social security, income taxes and any other charges, taxes or payroll deductions required by law in connection with its operations, for itself and its employees. All expenses incurred by the Grantee are the sole responsibility of the Grantee, and Golden LEAF shall not be liable for the payment of any obligations incurred in the performance of the project funded.
- 20. Non-discrimination: The Grantee shall not discriminate by reason of age, race, ethnicity, religion, color, sex, national origin, or handicap related to the activities of a project funded by Golden LEAF.
- 21. Publicity: All publicity and printed materials regarding projects or activities supported in whole or in part by this grant should contain the following language: "This project received support from The Golden LEAF Foundation." The Golden LEAF logo is to be displayed in all of the Grantee's publicity and printed materials relating to this grant. Please contact Jenny Tinklepaugh (<u>itinklepaugh@goldenleaf.org</u>) for digital versions of the logo.

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22. Authority to execute/Necessary Approvals Obtained: The individual signing below certifies his or her authority to execute this Agreement on behalf of the Grantee and that the Grantee has received any third-party approval that may be required prior to entering this Agreement. By executing this Agreement, the Grantee, to induce Golden LEAF to make this grant, makes each of the representations set forth hereinabove and certifies that each of such representations is true, accurate and complete as of the date hereof.

IN WITNESS WHEREOF, the Grantee has executed this Agreement as of the date below:

Date: _

| Name of Grantee Organization (print): |
|---------------------------------------|
| Signature: |
| Name of Person Signing (print): |
| Title of Person Signing (print): |
| |

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BUDGET AMENDMENT PERQUIMANS COUNTY BOARD OF COMMISSIONERS COUNTY CONSTRUCTION FUNDS

<u>NO. 13</u>

THE PERQUIMANS COUNTY BOARD OF COMMISSIONERS AT A MEETING ON THE 4th DAY OF MARCH, 2019, PASSED THE FOLLOWING AMENDMENTS TO THE FY 2018 - 2019 BUDGET.

| | DESCRIPTION OF CODE | AMOUNT | | |
|--|--|------------------------------------|---------------------------|--|
| CODE NUMBER | | INCREASE | DECREASE | |
| 50-348-007 | Phase I Inland Basin - Golden Leaf | 750,000 | | |
| 50-000-725 | Phase I Inland Basin - Golden Leaf | 750,000 | | |
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| | | | | |
| EXPLANATION: To
Phase I of the Inland
046. | amend FY 18/19 budget to include Gold
Basin Construction as awarded on 2/7/ | den Leaf Grant
19. Project File | Funds for
e #: FY2019- | |

WE, THE BOARD OF COUNTY COMMISSIONERS OF PERQUIMANS COUNTY, HEREBY ADOPT AND APPROVE, BY RESOLUTION, THE CHANGES IN THE COUNTY BUDGET AS INDICATED ABOVE, AND HAVE MADE ENTRY OF THESE CHANGES IN THE MINUTES OF SAID BOARD, THIS 4th DAY OF MARCH, 2019.

PASSED BY MAJORITY VOTE OF THE BOARD OF COUNTY COMMISSIONERS OF PERQUIMANS COUNTY ON 4th DAY OF MARCH, 2019.

Chairman, Board of Commissioners

Finance Officer

To: Laura Rollinson <|rollinson@accog.org> Cc: Melody Wilkins <mwilkins@accog.org> Subject: Resolution and Charter

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

Laura,

Please forward this email to the county manager and/or clerk of each member county in the Albemarle Commission so that I can provide the following information to them:

Attached is a copy of "A Resolution Requesting Amendment of the 1997 Resolution Modifying and Amending Resolutions Creating the Regional Planning Commission Known As the Albemarle Commission" (the "Resolution") and a "First Amendment to 1997 Resolution Modifying and Amending Resolutions Creating the Regional Planning Commission Known As the Albemarle Commission" (the "Amended Charter"). The Board adopted the resolution at its January 17, 2019 meeting. That Resolution requests that each of the 10 counties comprising the Albemarle Commission approve an amendment to the 1997 Charter so that the terms for delegates be changed from 1 to 2 year terms. Additionally, the Resolution requests that he Charter be amended to reflect that the immediate past chair will serve as an ex officio, non-voting member of the Board. But of these practices have been provided in the bylaws adopted by the Board of Delegates and have been followed but they are not prescribed in the Charter.

The Amended Charter is needed in order to update the 1997 Charter to be consistent with bylaws that have been adopted by the Board of Delegates over the last 20 years that have, in these respects, not been consistent with the 1997 charter. Some other minor changes were made as well.

A copy of the Resolution as signed by the Chair and attested by the Executive Director can be provide that if needed. To enable the Board of Delegates to operate with the 2 year terms and ex officio participation of the past chair the Board urges each county to adopt this revision as soon as possible. If your proposed meeting agenda for your February meeting has already been published to the public, we ask that you recommend that the Board adopt an amended agenda for its February meeting to allow for the consideration and adoption of the Amended Charter. As provided by the current Charter, any proposed amendment must be approved by all 10 counties in order to be effective. We hope that all counties will approve this accordingly. If I can provide further information, please call or email me.

John D. Leidy Attorney at Law Hornthal, Riley, Ellis & Maland, LLP 301 East Main Street Elizabeth City, NC 27909 Telephone (252) 335-0871, ext 306 Direct (252) 698-0201 Fax (252) 335-4223 email: jleidy@hrem.com website: www.hrem.com

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Attachments:

- First Amendment of 1997 Charter to change appointment methods and terms only (county resolution).docx
- Resolution Adopted by Board of Delegates Requesting First Amendment to 1997 Charter.docx

FIRST AMENDMENT TO 1997 RESOLUTION MODIFYING AND AMENDING RESOLUTIONS CREATING THE REGIONAL PLANNING COMMISSION KNOWN AS THE ALBEMARLE COMMISSION

WHEREAS, in 1970 the Counties of Camden, Chowan, Currituck, Dare, Gates, Hyde, Pasquotank, Perquimans and Tyrrell, (the "Initial Counties"), began a regional cooperative effort by creating a regional planning and economic development commission known as the Albemarle Commission; and

WHEREAS, the County of Washington was granted membership in 1971 with unanimous consent of the Initial Counties (the Initial Counties and the County of Washington may be referred to individually as a "County" and collectively as the "Counties"); and

WHEREAS, N.C. Gen. Stat. '153A-391 provides that the Counties may, by unanimous action, modify and amend the resolution creating the Albemarle Commission; and

WHEREAS, in 1997, the Counties unanimously modified and amended the resolution creating the Albemarle Commission by adopting that certain document entitled "Resolution Modifying and Amending Resolutions Creating the Regional Planning Commission known as the Albemarle Commission" (the "1997 Resolution"); and

WHEREAS, Article II of the 1997 Resolution provides the method for the appointment of delegates by the member Counties, including terms for such appointments, that the governing board of the Albemarle Commission has requested be changed as set forth below; and

WHEREAS, the Counties, after due and diligent consideration, desire to modify and amend the 1997 Resolution through this First Amendment to the 1997 Resolution to change the method for appointment of delegates and the terns for delegates.

NOW, THEREFORE, BE IT RESOLVED by each of the Boards of Commissioners

for the Counties of Camden, Chowan, Currituck, Dare, Gates, Hyde, Pasquotank, Perquimans, Tyrrell and Washington, in separate sessions duly convened, by the adoption and enactment of this First Amendment to the 1997 Resolution by each of the Boards, do hereby modify and amend the 1997 Resolution as follows:

Section 1. By replacing Articles I through VIII thereof with the following:

ARTICLE I

<u>NAME</u>

The name of the regional planning commission shall be the ALBEMARLE COMMISSION.

ARTICLE II

ALBEMARLE COMMISSION MEMBERSHIP AND GOVERNING BOARD

A. Albemarle Commission Membership – The Counties of Camden, Chowan, Currituck, Dare, Gates, Hyde, Pasquotank, Perquimans, Tyrrell and Washington shall be member governments of the Albemarle Commission. The Albemarle Commission shall be governed by a board of 15 members appointed as follows:

- The governing board of each member government shall appoint one "Commissioner" delegate who must be a member of the member government's governing board. Commissioner delegates who no longer hold office as an elected member of their member government's governing board are unable to continue as a delegate unless they can be and are approved as an at large delegate.
- Four additional "At Large" delegates who do not hold an elective office shall be initially appointed as follows:
 - (a) One delegate appointed by Camden County's governing board;

- (b) One delegate appointed by Chowan County's governing board;
- (c) One delegate appointed by Currituck County's governing board;

(d) One delegate appointed by Dare County's governing board. The At Large delegates appointed as of the adoption of this Resolution may continue to serve the remainder of their terms as set forth below. Successors shall thereafter be appointed by the governing board's member governments in a rotating manner which order shall be determined alphabetically until the end of the alphabet is reached and then starting over

(e.g., two years after the year in which this Resolution is adopted one delegate would be appointed by each of the following counties: Gates, Hyde, Pasquotank, and Perquimans; two years thereafter, one delegate would be appointed by each of the following counties: Tyrrell, Washington, Camden, and Chowan; and the appointments would continue rotating every two years in this alphabetical manner).

3) The immediate past chair shall serve for one year as an ex-officio, nonvoting member unless they can be and are appointed as a Commissioner Delegate or an At Large Delegate.

The member governments are encouraged to consider making appointments that will result in at least four delegates being racial minorities.

B. Terms; Removal; Vacancies – Delegates of the Albemarle Commission shall serve two-year terms. Terms shall be measured by calendar years but shall end on December 31, regardless of the date of appointment by the appointing authority. A delegate may be removed with or without cause by the appointing member government's governing board. Appointment to fill vacancies shall be made for the remainder of the unexpired term by the respective appointing member government's governing board.

C. Officers; Compensation – Those officers currently serving as of the date of adoption of this resolution, shall continue serving until the next organizational meeting of the Albemarle Commission governing board.

Thereafter, the Albemarle Commission governing board shall hold an organizational meeting annually in January to elect a chair, vice-chair and secretary by simple majority vote of those delegates present and voting at a properly constituted meeting. Only Commissioner delegates, i.e., those delegates who are members of a member government's governing board, shall be eligible to hold an office, other than the non-voting office of immediate past chair.

Delegates may be compensated and reimbursed for their expenses at an appropriate mileage rate by the Albemarle Commission for attendance at meetings of the Albemarle Commission governing board.

ARTICLE III

POWERS AND DUTIES

The Albemarle Commission shall possess the following powers:

- Apply for, accept, receive, and disburse funds, grants, and services made available to it by the State of North Carolina or any agency thereof, the federal government or any agency thereof, any unit of local government or any agency thereof, or any private or civic agency;
- (2) Employ personnel;
- (3) Contract with consultants;
- (4) Contract for services with the State of North Carolina, any other state, the United States, or any agency of those governments;
- (5) Study and inventory regional goals, resources, and problems;

- (6) Prepare and amend regional development plans, which may include recommendations for land use within the region, recommendations concerning the need for and general location of public works of regional concern, recommendations for economic development of the region, and any other relevant matters;
- (7) Cooperate with and provide assistance to federal, state, other regional, and local planning activities within the region;
- (8) Encourage local efforts toward economic development;
- (9) Make recommendations for review and action to its member governments and other public agencies that perform functions within the region;
- (10) Exercise any other power necessary to the discharge of its duties.

ARTICLE IV

FINANCES

Funding for the Albemarle Commission's administrative and general operational requirements shall, in addition to other funds which might become available, be provided by member governments. Each member government's proportionate share shall be determined by a per capita assessment based on the most recent United States Census. Thereafter, the Albemarle Commission governing board shall develop and adopt, by simple majority vote, an annual budget for each up-coming fiscal year showing the anticipated contribution of each county which budget shall be submitted to the member governments for review and comment not later than May 1.

ARTICLE V

BUDGETARY AND FISCAL CONTROL

The Albemarle Commission budget and fiscal affairs shall comply with the procedures set forth in the Local Government Budget and Fiscal Control Act, Chapter 159,

Subchapter III of the North Carolina General Statutes.

The Albemarle Commission shall cause to be made an annual audit of its books and records by an independent certified public accountant at the end of the each fiscal year and a certified copy of the audit shall be filed promptly with each member government.

ARTICLE VI

WITHDRAWAL

A member government may withdraw from the Albemarle Commission by giving at least two years' written notice to the other member governments.

ARTICLE VII

AMENDMENTS

This resolution may be amended, modified or repealed by the unanimous action of the member governments.

ARTICLE VIII

DISSOLUTION

If the Albemarle Commission is dissolved by the unanimous action of the member governments then the proceeds that may be derived from the sale of the Albemarle Commission's assets, less payment of debts and liabilities, shall be distributed among the member governments pursuant to the following formula:

| Member Government Population | Х | Total Dollar = | Member government's |
|------------------------------|---|--------------------|---------------------|
| Total population of | | Value of Albemarle | |
| Member governments | | | Share |
| Be to the form | | Commission assets | |

Section 2. All provisions of resolutions creating, amending or modifying the 1997

Resolution which are not re-enacted by this resolution, are hereby repealed.

Section 3. This resolution shall take effect immediately upon its unanimous adoption by the Counties.
ADOPTED the _____ day of ______, 2019.

Chairman, _____ County Board of Commissioners

ATTEST:

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Clerk to the Board (SEAL)

J:\Clients\29935-0\Resolution Amendent (first amendment).docx

A RESOLUTION REQUESTING AMENDMENT OF THE 1997 RESOLUTION MODIFYING AND AMENDING RESOLUTIONS CREATING THE REGIONAL PLANNING COMMISSION KNOWN AS THE ALBEMARLE COMMISSION

WHEREAS, in 1970 the Counties of Camden, Chowan, Currituck, Dare, Gates, Hyde, Pasquotank, Perquimans and Tyrrell, (the "Initial Counties"), began a regional cooperative effort by creating a regional planning and economic development commission known as the Albemarle Commission; and

WHEREAS, the County of Washington was granted membership in 1971 with unanimous consent of the Initial Counties (the Initial Counties and the County of Washington may be referred to individually as a "County" and collectively as the "Counties"); and

WHEREAS, N.C. Gen. Stat. '153A-391 provides that the Counties may, by unanimous action, modify and amend the resolution creating the Albemarle Commission; and

WHEREAS, in 1997, the Counties unanimously modified and amended the resolution creating the Albemarle Commission by adopting that certain document entitled "Resolution Modifying and Amending Resolutions Creating the Regional Planning Commission known as the Albemarle Commission" (the "1997 Resolution"); and

WHEREAS, the 1997 Resolution provides, in Article II thereof, the method for the appointment of delegates by the member Counties, including terms for such appointments, that the governing board of the Albemarle Commission has requested be changed as set forth below; and

WHEREAS, the Board of Delegates for the Albemarle Commission, after due and diligent consideration, desire to obtain a modification and amendment to the 1997 Resolution in order to change the appointment method of delegates and the terms for delegates.

NOW, THEREFORE, BE IT RESOLVED that the Board of Delegates hereby requests that each of the counties comprising the Albemarle Commission adopt and enact a first amendment to the 1997 Resolution that reads substantially as follows:

"Section 1. By replacing Articles I through VIII thereof with the following:

ARTICLE I

<u>NAME</u>

The name of the regional planning commission shall be the ALBEMARLE COMMISSION.

ARTICLE II

ALBEMARLE COMMISSION MEMBERSHIP AND GOVERNING BOARD

A. Albemarle Commission Membership – The Counties of Camden, Chowan, Currituck, Dare, Gates, Hyde, Pasquotank, Perquimans, Tyrrell and Washington shall be member governments of the Albemarle Commission. The Albemarle Commission shall be governed by a board of 15 members appointed as follows:

- The governing board of each member government shall appoint one "Commissioner" delegate who must be a member of the member government's governing board. Commissioner delegates who no longer hold office as an elected member of their member government's governing board are unable to continue as a delegate unless they can be and are approved as an at large delegate.
- Four additional "At Large" delegates who do not hold an elective office shall be initially appointed as follows:

(a) One delegate appointed by Camden County's governing board;

(b) One delegate appointed by Chowan County's governing board;

- (c) One delegate appointed by Currituck County's governing board;
- (d) One delegate appointed by Dare County's governing board.

The At Large delegates appointed as of the adoption of this Resolution may continue to serve the remainder of their terms as set forth below. Successors shall thereafter be appointed by the governing board's member governments in a rotating manner which order shall be determined alphabetically until the end of the alphabet is reached and then starting over (e.g., two years after the year this Resolution is adopted one delegate would be appointed by each of the following counties: Gates, Hyde, Pasquotank, and Perquimans; two years thereafter, one delegate would be appointed by each of the following counties: Tyrrell, Washington, Camden, and Chowan; and the appointments would continue rotating every two years in this alphabetical manner).

3) The immediate past chair shall serve for one year as an ex-officio, nonvoting member unless they can be and are appointed as a Commissioner Delegate or an At Large Delegate.

The member governments are encouraged to consider making appointments that will result in at least four delegates being racial minorities.

B. Terms; Removal; Vacancies – Delegates of the Albemarle Commission shall serve two-year terms. Terms shall be measured by calendar years but shall end on December 31, regardless of the date of appointment by the appointing authority. A delegate may be removed with or without cause by the appointing member government's governing board. Appointment to fill vacancies shall be made for the remainder of the unexpired term by the respective appointing member government's governing board.

C. Officers; Compensation – Those officers currently serving as of the date of adoption of this resolution, shall continue serving until the next organizational meeting of the Albemarle Commission governing board.

Thereafter, the Albemarle Commission governing board shall hold an organizational meeting annually in January to elect a chair, vice-chair and secretary by simple majority vote of those delegates present and voting at a properly constituted meeting. Only Commissioner delegates, i.e., those delegates who are members of a member government's governing board, shall be eligible to hold an office, other than the non-voting office of immediate past chair.

Delegates may be compensated and reimbursed for their expenses at an appropriate mileage rate by the Albemarle Commission for attendance at meetings of the Albemarle Commission governing board.

ARTICLE III

POWERS AND DUTIES

The Albemarle Commission shall possess the following powers:

- Apply for, accept, receive, and disburse funds, grants, and services made available to it by the State of North Carolina or any agency thereof, the federal government or any agency thereof, any unit of local government or any agency thereof, or any private or civic agency;
- Employ personnel;
- Contract with consultants;

- (4) Contract for services with the State of North Carolina, any other state, the United States, or any agency of those governments;
- (5) Study and inventory regional goals, resources, and problems;
- (6) Prepare and amend regional development plans, which may include recommendations for land use within the region, recommendations concerning the need for and general location of public works of regional concern, recommendations for economic development of the region, and any other relevant matters;
- (7) Cooperate with and provide assistance to federal, state, other regional, and local planning activities within the region;
- (8) Encourage local efforts toward economic development;
- (9) Make recommendations for review and action to its member governments and other public agencies that perform functions within the region;
- (10) Exercise any other power necessary to the discharge of its duties.

ARTICLE IV

FINANCES

Funding for the Albemarle Commission's administrative and general operational requirements shall, in addition to other funds which might become available, be provided by member governments. Each member government's proportionate share shall be determined by a per capita assessment based on the most recent United States Census. Thereafter, the Albemarle Commission governing board shall develop and adopt, by simple majority vote, an annual budget for each up-coming fiscal year which shall be submitted to the member governments for review and comment not later than May 1.

ARTICLE V

BUDGETARY AND FISCAL CONTROL

The Albemarle Commission budget and fiscal affairs shall comply with the procedures set forth in the Local Government Budget and Fiscal Control Act, Chapter 159, Subchapter III of the North Carolina General Statutes.

The Albemarle Commission shall cause to be made an annual audit of its books and records by an independent certified public accountant at the end of the each fiscal year and a certified copy of the audit shall be filed promptly with each member government.

ARTICLE VI

WITHDRAWAL

A member government may withdraw from the Albemarle Commission by giving at least two years' written notice to the other member governments.

ARTICLE VII

AMENDMENTS

This resolution may be amended, modified or repealed by the unanimous action of the member governments.

ARTICLE VIII

DISSOLUTION

If the Albemarle Commission is dissolved by the unanimous action of the member governments then the proceeds that may be derived from the sale of the Albemarle Commission's assets, less payment of debts and liabilities, shall be distributed among the member governments pursuant to the following formula:

Member Government Population X Total population of Member governments

Total Dollar = Value of Albemarle Commission assets

Member government's Share

Section 2. All provisions of resolutions creating, amending or modifying the 1997 Resolution which are not re-enacted by this resolution, are hereby repealed.

Section 3. This resolution shall take effect immediately upon its unanimous adoption by the Counties."

ADOPTED the _____ day of _____, 2019.

Chairman, Albemarle Commission Board of Delegates

ATTEST:

Executive Director

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February 14, 2019

Perquimans County PO Box 45 Hertford, North Carolina 27944

Dear Tracy,

Enclosed you will find 2 copies each of the engagement letter and contract for the 2019 audit. The engagement letter and contract should be signed and dated where indicated on both copies. In addition, the date the Board approved the contract and the preaudit date should be input in the appropriate spaces on both contract copies. Please note that the engagement letter and the contract require your signature in addition to the signature of the board chair and the contract requires separate signatures for the Perquimans County Tourism Development Authority on the last page.

Please keep one copy for your records and return the other copy to us. We will file them electronically with Fiscal Management.

If you have any questions, please feel free to call me. I look forward to working with you in the upcoming season.

Very truly yours,

Donna H. Winborne Certified Public Accountant

FFR 1 9 2019

1393 NORTH BROAD STREET - P.O. BOX 567 - EDENTON, NORTH CAROLINA 27932 - (252) 482-8461 FAX (252) 482-4921

| LGC-205 | |
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CONTRACT TO AUDIT ACCOUNTS

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| | | W, ‡WZU10 |
|-----|--|-----------|
| The | Governing Board | |
| | Board of Commissioners | |
| of | Primary Government Unit | |
| | Perquimans County | |
| and | Discretely Presented Component Unit (DPCU) (if applicable) | |
| | Perquimans County Tourism Development Authority | |
| | Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s) | |
| and | Auditor Name | |
| | Donna H. Winborne, CPA, P.C. | ·. |
| | Auditor Address | |
| | P.O. Box 567 Edenton, NC 27932 | |
| | | |

Hereinafter referred to as Auditor

| for | Fiscal Year Ending | Audit Report Due Date |
|-----|--------------------|-----------------------|
| | 06/30/19 | 10/31/19 |
| | | |

Must be within four months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types).

2. At a minimum, the Auditor shall conduct his/her audit and render his/her report in accordance with GAAS. The Auditor shall perform the audit in accordance with Government Auditing Standards if required by the State Single Audit Implementation Act, as codified in G.S. 159-34. If required by OMB Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) and the State Single Audit Implementation Act, the Auditor shall perform a Single Audit. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit performed under the requirements found in Subpart F of the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

County and Multi-County Health Departments: The Office of State Auditor will require Auditors of these Governmental Units to perform agreed upon procedures (AUPs) on eligibility determination on certain programs. Both Auditor and Governmental Unit agree that Auditor shall complete and report on these AUPs on

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eligibility determination as required by OSA and in accordance with the instructions and timeline provided by OSA.

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.

4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2011 revisions, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Accounting Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC staff within four months of fiscal year end. If it becomes necessary to amend this due date or the audit fee, an amended contract along with a written explanation of the delay shall be submitted to the Secretary of the LGC for approval.

7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the AICPA Professional Standards (Clarified). The Auditor shall file a copy of that report with the Secretary of the LGC.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's (Units') records for audit, financial statement preparation, any finance-related investigations, or any other audit- related work in the State of North Carolina. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. (This also includes any progress billings.) [G.S. 159-34 and 115C-447] All invoices for Audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved 'with approval date shall be returned to

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CONTRACT TO AUDIT ACCOUNTS

the Auditor to present to the Governmental Unit(s) for payment. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.

9. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 12).

10. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

11. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.

12. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

13. The Auditor shall submit the report of audit in PDF format to LGC Staff when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC along with an Audit Report Reissued Form (available on the Department of State Treasurer website). These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC staff.

If the OSA designates certain programs to be audited as major programs, as discussed in Item 2, a turnaround document and a representation letter addressed to the OSA shall be submitted to LGC Staff.

14. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the

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CONTRACT TO AUDIT ACCOUNTS

Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

15. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing, on the Amended LGC-205 contract form and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to charter schools). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.

16. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 26 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

17. Special provisions should be limited. Please list any special provisions in an attachment.

18. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the parent government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

19. The contract shall be executed, pre-audited (pre-audit requirement does not apply to charter schools), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

20. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

21. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

22. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

23. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

24. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

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CONTRACT TO AUDIT ACCOUNTS

25. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

26. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 16 for clarification).

27. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx.

28. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

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CONTRACT TO AUDIT ACCOUNTS

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FEES FOR AUDIT SERVICES

For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Governmental Auditing Standards* (as applicable). Bookkeeping and other non-attest services necessary to perform the audit shall be included under this contract. However, bookkeeping assistance shall be limited to the extent that the Auditor is not auditing his or her own work or making management decisions. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience necessary to oversee the services and accept responsibility for the results of the services. Financial statement preparation assistance shall be deemed a "significant threat" Auditor shall maintain written documentation of his or her compliance with these standards in the audit work papers.

Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter, but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8, 9, and 12 for details on other allowable and excluded fees.

Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the total of the stated fees below. If the current contracted fee is not fixed in total, invoices for services rendered may be approved for up to 75% of the prior year audit fee. Should the 75% cap provided below conflict with the cap calculated by LGC staff based on the prior year audit fee on file with the LGC, the LGC calculation prevails.

20 NCAC 03 .0505: All invoices for services rendered in an audit engagement as defined in 20 NCAC 3 .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law.

| Primary Government Unit | Perquimans County |
|--------------------------------------|-------------------|
| Audit | \$24,000 |
| Writing Financial Statements | \$7,000 |
| All Other Non-Attest Services | \$ _{NA} |
| 75% Cap for Interim Invoice Approval | \$23,250.00 |

PRIMARY GOVERNMENT FEES

DPCU FEES (if applicable)

| Discretely Presented Component Unit | Perquimans County Tourism Development Authority |
|--------------------------------------|---|
| Audit | \$1,500 |
| Writing Financial Statements | \$ _{NA} |
| All Other Non-Attest Services | \$ _{NA} |
| 75% Cap for Interim Invoice Approval | \$1,125.00 |

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CONTRACT TO AUDIT ACCOUNTS

Rev. 10/2018

SIGNATURE PAGE

AUDIT FIRM

| Audit Firm | |
|--|--|
| Donna H. Winborne, CPA, P.C. | |
| Authorized Firm Representative (typed or printed)
Donna H. Winborne | |
| Date
02/14/19 | Email Address
donna@winbornecpa.com |

GOVERNMENTAL UNIT

| Governmental Unit | | |
|--|--------------------------------------|--|
| Perquimans County | | |
| Date Primary Government Unit Governing Bos | and Approved Audit Contract | |
| Date Primary Government Unit Governing Board Approved Audit Contract (Ref: G.S. 159-34(a) or G.S. 115C-447(a)) | | |
| Mayor/Chairperson (typed or printed) Signature | | |
| Wallace Nelson | Signature | |
| Date | Email Address | |
| | | |
| | wallacenelson@perquimanscountync.gov | |

| Chair of Audit Committee (typed or printed, or "NA")
NA | Signature |
|--|---------------|
| Date | Email Address |
| | NA |

GOVERNMENTAL UNIT - PRE-AUDIT CERTIFICATE

(Pre-audit certificate not required for charter schools)

Required by G.S. 159-28(a1) or G.S. 115C-441(a1)

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

| Primary Governmental Unit Finance Officer (hyped or printed) | Signature |
|--|-------------------------------------|
| Tracy Mathews | |
| Date of Pre-Audit Certificate | Email Address |
| | tracymathews@perquimanscountync.gov |

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CONTRACT TO AUDIT ACCOUNTS

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SIGNATURE PAGE – DPCU (complete only if applicable)

DISCRETELY PRESENTED COMPONENT UNIT

| DPCU | | |
|---|--|--|
| Perquimans County Tourism Development Authori | ty | |
| Date DPCU Governing Board Approved Audit | Contract (Ref: G.S. 159-34(a) or G.S. 115C-447(a)) | |
| | | |
| DPCU Chairperson (typed or printed) | Signature | |
| Edward Muzzulin | organization C | |
| Date | Email Address | |
| | | |
| | e.muzzulin@mchsi.com | |

| Chair of Audit Committee (typed or printed, or "NA")
NA | Signature |
|--|---------------|
| Date | Email Address |
| | NA |

DPCU - PRE-AUDIT CERTIFICATE

(Pre-audit certificate not required for charter schools)

Required by G.S. 159-28(a1) or G.S. 115C-441(a1)

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

| DPCU Finance Officer (typed or printed) | Signature |
|---|-------------------------------------|
| Tracy Mathews | |
| Date of Pre-Audit Certificate | Email Address |
| | tracymathews@perquimanscountync.gov |

Remember to print this form, and obtain all required signatures prior to submission.

PRINT

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February 14, 2019

To the Board of Commissioners Perquimans County PO Box 45 Hertford, NC 27944

Ladies and Gentlemen:

I am pleased to confirm my understanding of the services I am to provide Perquimans County for the year ended June 30, 2019. I will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of Perquimans County as of and for the year ended June 30, 2019. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Perquimans County's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of my engagement, I will apply certain limited procedures to Perquimans County's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge obtained during the audit of the basic financial statements. I will not express an opinion or provide any assurance on the information because the limited procedures do not provide me with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1. Management's Discussion and Analysis
- 2. Schedule of County's Proportionate Share of the Net Pension Liability (Asset) (LGERS)
- Schedule of County's Contributions (LGERS)
- 4. Schedule of County's Proportionate Share of Net Pension Liability (Asset) (ROD)
- 5. Schedule of County's Contributions (ROD)
- 6. Schedule of Changes in Total Pension Liability (LEOSSA)
- 7. Schedule of Total Pension Liability as a Percentage of Covered Payroll (LEOSSA)
- 8. Schedule of Changes in the Total OPEB Liability and Related Ratios

1393 NORTH BROAD STREET - P.O. BOX 567 - EDENTON, NORTH CAROLINA 27932 - (252) 482-8461 FAX (252) 482-4921

I have also been engaged to report on supplementary information other than RSI that accompanies Perquimans County's financial statements. I will subject the following supplementary information to the auditing procedures applied in my audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and I will provide an opinion on it in relation to the financial statements as a whole in a report combined with my auditor's report on the financial statements:

- 1. Schedule of expenditures of federal and State awards.
- 2. Combining and individual fund statements
- Budgetary schedules
- Other Schedules

Audit Objectives

The objective of my audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with Government Auditing Standards.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

The Government Auditing Standards report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

My audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures I consider necessary to enable me to express such opinions. I will issue written reports upon completion of the single audit. My reports will be addressed to the Members of the Board of Perquimans County. I cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for me to modify my opinions or add emphasis-of-matter or other-matter paragraphs. If my opinions are other than unmodified, I will discuss the reasons with you in advance. If, for any reason, I am unable to complete the audit or am unable to form or have not formed opinions, I may decline to express opinions or issue reports, or I may withdraw from this engagement.

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, my audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. I will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because I will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by me, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, I will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to my attention. I will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. I will include such matters in the reports required for a single audit. My responsibility as auditor is limited to the period covered by my audit and does not extend to any later periods for which I am not engaged as auditor.

My procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. I will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of my audit, I will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal and State awards; federal and State award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

My audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that I consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. My tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in my report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, I will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that I consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal and State award program. However, my tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in my report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, I will communicate to management and those charged

IX.D. - Page 13 professional standards, Government Auditing Standards, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, I will perform tests of Perquimans County's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and I will not express such an opinion in my report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that I also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal and State statutes, regulations, and the terms and conditions of federal and State awards applicable to major programs. My procedures will consist of tests of transactions and other applicable procedures described in the OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of Perquimans County's major programs. The purpose of these procedures will be to express an opinion on Perquimans County's compliance with requirements applicable to each of its major programs in my report on compliance issued pursuant to the Uniform Guidance.

Other Services

I will also assist in preparing the financial statements, schedule of expenditures of federal and State awards, and related notes of Perquimans County in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. I will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal and State awards, and related notes services previously defined. I, in my sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) establishing and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal and State awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal and State statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and

IX.D. - Page 14 misstatements aggregated by me during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing me of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that I report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal and State statutes, regulations, and the terms and conditions of federal and State awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective

You are responsible for identifying all federal and State awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal and State awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include my report on the schedule of expenditures of federal and State awards in any document that contains and indicates that I have reported on the schedule of expenditures of federal and State awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal and State awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal and State awards that includes my report. Your responsibilities include acknowledging to me in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal and State awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal and State awards in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to me any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal and State awards.

You are also responsible for the preparation of the other supplementary information, which I have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include my report on the supplementary information in any document that contains, and indicates that I have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes my report thereon. Your responsibilities include acknowledging to me in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information in accordance with GAAP; (2) you believe the supplementary information have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to me any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to me corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits. You are also responsible for providing management's views on my current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Yoù agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal and State awards, and related notes, and any other nonaudit services I provide. You will be required to acknowledge in the management representation letter my assistance with preparation of the financial statements, schedule of expenditures of federal and State awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal and State awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

I understand that your employees will prepare all cash, accounts receivable, or other confirmations I request and will locate any documents selected by me for testing.

At the conclusion of the engagement, I will complete the appropriate sections of the Data Collection Form that summarizes my audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal and State awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. I will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

I will provide copies of my reports to the school district; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of my reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Donna H. Winborne, CPA, P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Department of Education or its designee, a federal or State agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. I will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Donna H. Winborne, CPA, P.C. personnel. Furthermore, upon request, I may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Department of Education. If I am aware that a federal or State awarding agency, pass-through entity, or auditee is contesting an audit finding, I will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

I expect to begin my audit on approximately July 1, 2019 and to issue my reports no later than October 31, 2019. Donna H. Winborne is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

My fee for these services will be \$32,500. My invoices for these fees will be rendered as work progresses and are payable on presentation. In accordance with my firm policies, work may be suspended if your account becomes 14 days or more overdue and may not be resumed until your account is paid in full. If I elect to terminate my services for nonpayment, my engagement will be deemed to have been completed even if I have not issued my report(s). You will be obligated to compensate me for all time expended and to reimburse me for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, I will discuss it with you and arrive at a new fee estimate before I incur the additional costs. IX.D. - Page 16 be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

I appreciate the opportunity to be of service to Perquimans County and believe this letter accurately summarizes the significant terms of my engagement. If you have any questions, please let me know. If you agree with the terms of my engagement as described in this letter, please sign the enclosed copy and return it to me.

Very truly yours, Dileborie, CPA, P.C.

Donna H. Winborne, CPA, P.C.

RESPONSE:

This letter correctly sets forth the understanding of Perquimans County.

Management Signature:_____

Title:_____

Date:_____

Governance signature:

Title:_____

Date:_____

Denning, Herring, Sessoms & Company, P.A.

Certified Public Accountants Clinton, NC 28328

J. ANTHONY SESSOMS, CPA BOBBY W. HERRING JR, CPA JULIA B. HARRISON, CPA

PAULA M. CRUMPLER, CPA

1905 SUNSET AVENUE P.O. BOX 2185 (910) 592-8172 1-800-283-8614

FAX (910) 590-2380 www.dbscompany.com

System Review Report

December 10, 2015

To the Owners of Donna H. Winborne, CPA, P.C. and the Peer Review Committee of the NCACPA

We have reviewed the system of quality control for the accounting and auditing practice of Donna H. Winborne, CPA, P.C. (the firm) in effect for the year ended August 31, 2015. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at <u>www.aicpa.org/prsummary</u>.

As required by the standards, engagements selected for review included an engagement performed under the *Government Auditing Standards*.

In our opinion, the system of quality control for the accounting and auditing practice of Donna H. Winborne, CPA, P.C. in effect for the year ended August 31, 2015, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass, pass with deficiency(ies)* or *fail.* Donna H. Winborne, CPA, P.C. has received a peer review rating of *pass.*

Denning, Herring, Sessoms & Company, P.A.

Denning, Herring, Sessoms & Company, P.A.

MEMBERS OF AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS AND NORTH CAROLINA ASSOCIATION OF CERTIFIED PUBLIC ACCOUNTANTS

D_HS

JANITORIAL SERVICES AGREEMENT PERQUIMANS COUNTY COOPERATIVE EXTENSION BUILDING

THIS AGREEMENT executed this 1st day of March, 2019, between PERQUIMANS COUNTY, NC, Post Office Box 45, Hertford, NC 27944, hereinafter referred to as OWNER and REBECCA T. CORPREW, 111 Yeopim Drive, Hertford, NC 27944, hereinafter referred to as CONTRACTOR, in consideration of the mutual covenants and conditions contained herein, OWNER and CONTRACTOR contract and agree as follows:

- <u>SCOPE OF WORK</u>: CONTRACTOR shall provide services as outlined in the attached Exhibit "A". These services encompass all janitorial needs for the Perquimans County Cooperative Extension Building which also includes the Board of Elections Offices and Perquimans County Soil and Water Offices.
- 2. <u>COMPENSATION</u>: The OWNER agrees to pay the CONTRACTOR a total of \$1200.00 per month. The OWNER agrees to pay the CONTRACTOR monthly. This monthly charge is based on the CONTRACTOR providing all supervision, labor, cleaning equipment and cleaning chemicals and no consumables (the following is supplied by the OWNER: toilet tissue, multi-fold paper towels, trash can liners and hand soap) as required to satisfactorily perform the janitorial services described in the stated cleaning specifications. The contractor will provide cleaning services for four hours each day, Monday through Friday excluding State holidays.
- <u>RISK:</u> All work performed by CONTRACTOR under this agreement shall be performed entirely at the CONTRACTOR's risk. CONTRACTOR shall indemnify OWNER for any and all liability, loss, claim, or demand arising out of or resulting from the CONTRACTOR's performance under this agreement.
- 4. <u>INDEPENDENT CONTRACTOR</u>: The OWNER and CONTRACTOR intend that an Independent Contractor relationship is created by this agreement. CONTRACTOR shall not be considered an agent or employee of the OWNER, for any purpose, and the OWNER shall not be liable to carry unemployment compensation insurance of worker's compensation insurance on the CONTRACTOR or his employees. The CONTRACTOR will obtain a workers compensation and personal liability policy for themselves in coordination with requirements determined by the Perquimans County Manager. The OWNER shall not withhold any taxes or Social Security from compensation paid to the CONTRACTOR. The OWNER shall not use the CONTRACTOR exclusively and the CONTRACTOR shall be free to contract with other persons for similar or other services while under contract with the OWNER.
- 5. <u>TERM</u>: This agreement shall continue for a period of one year, and may be automatically renewed in successive one year periods. However, this agreement may be terminated by either party by giving 30 days written notice to the other party. In the event the OWNER becomes dissatisfied with the work of the CONTRACTOR, ten (10) days written notice of the deficiencies shall be given to the CONTRACTOR. If not correct after the ten (10) day notice, the OWNER may terminate this agreement at any time thereafter.

Being duly executed this _____ day of _____, 2019.

Perquimans County Wallace Nelson, Chairman OWNER

Rebecca T. Corprew CONTRACTOR

<u>"Exhibit A"</u>

CLEANING SPECIFICATIONS FOR PERQUIMANS COUNTY COOPERATIVE EXTENSION BUILDING

DAILY

Offices, Open Areas and Meeting Rooms

- Clean inside/outside of glass doors, partitions and wipe frames
- Sweep outside walkways
- Vacuum/sweep/mop walk off mats
- Empty all trash containers replacing liners as necessary
- Clean and sanitize drinking fountains
- Dust mop and spot mop all VCT or hard surface floors
- Spot vacuum all carpeted areas
- Dust and spot clean furniture and horizontal surfaces

Restrooms

- Clean and disinfect all fixtures. (seats, sinks, toilets, urinals, dispensers)
- Empty trash containers and replace liners
- <u>Re-stock paper products and hand soaps</u>
- <u>Clean mirrors</u>
- Spot clean doors, walls and partitions
- Dust/damp wipe horizontal surfaces and partition tops
- Sweep/ dust mop floors then wet mop with a disinfectant cleaner
- Disinfect/ sanitize door handles and push plates.

<u>WEEKLY</u>

Offices, Open Areas and Meeting Rooms

- Extensively clean VCT and hard surface floors
- Sweep exterior entrances and porch canopies for dirt, dust, bugs and cobwebs
- Detail and power vacuum all carpeted areas
- <u>Dust pictures, furniture and office equipment</u>
- Spot clean desks and counter tops
- Remove all cobwebs
- Spot clean walls
- Dust desks, file cabinet and credenzas/ bookshelves...move pictures and nicknacks (5 rule)
- Clean door frames, kick plates, light switches, fire extinguisher cabinets and like items
- Dust under phones and around computers. Do not move wires or move stacks of papers or files
- Wipe down ventilation grills
- Wipe down chair railings and baseboards
- Dust blinds

FOR INFORMATION ONLY - FIO

FOR INFORMATION ONLY ITEMS

DEPARTMENT HEAD REPORTS - DHR

DEPARTMENT HEAD REPORTS

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Black Mountain, NC 28711
(828) 669-2777 | Scott Temple
PO Box 422
Filzabeth City, NC 27907
330-4016 | Tony Webb
PO Box 381
Edenton, NC 27932
482-3066 |
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146 Oak Grove Road
Edenton, NC 27932
482-7804 | Gloris Rogers
215 B Street
Camden, NC 27921
338-1415/333-8781 | Robey
133 US Hwy 158 W Ste E
Camden, NC 27921
335-1888 |
| RQUIMANS CC | APPROVAL
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PO Box 391
Elizabath City, NC 27909
338-4161 | McKim & Creed
504 E Elizabeth St Ste1
Elizabeth City, NC 27909
338-2929 | J H Miller Jr.
166 Cottonwood Drive
Hertford, NC 27944
339-6932 |
| PLAT REV | SURVEYOR'S PHONE #
ADDRESS | \sim | Q | | Herry | 7 | | 7 | | | | | | | | S. L. Cardwell Surveying P.
1206 Francis Street P.
Elizabeth City, NC 27909 El
338-6328 33 | E.T. Hyman Surveying M
133 US Hwy 158 West Ste E 50
Camden, NC 27921
335-2913 33 | Eugene Jordan
402 Sign Pine Road
Tynar, NC 27980
221-4795 |
| | SURVEYOR'S NAME
PLAT TITLE | MARCK PCU Der | Nelson JFrancecherter | TH Millier BA. | GEBSKY JAMME Derthen | | ELENOCH Stalling Here | ISL Carlueo | Ching a Gente Penna | | | | | | | Bisself S
PO Box 1068 1
Kitty Hawk, NC 27949 EI
(252) 261-3266 33 | Bowman Consulting E.
Paul J Toti 1:
131 Main Street C.
Gatesville, NC 27938 357-1581 | Charles E Brown, Ill Eu
2005 Jahnson Road 46
Elizabeth City, NC 27909 Ty
335-0928 22 |



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

February 28, 2019

Re: March 2019 Commissioners Meeting

Perquimans County Board of County Commissioners:

If everything goes as planned, we will advertise 2018 delinquent tax payers in the Perquimans Weekly on Wednesday, March 13, 2019.

I will not be able to attend the March Commissioners Meeting. I will be attending a NC Association of Assessing Officers Committee Meeting in Durham.

Thank you.

Sincerely,

Bill Jennings Perquimans County Tax Administrator

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



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-February 2019

GARNISHMENTS: \$2305.88

PAYMENT AGREEMENTS: \$28,245.79

DEBT SETOFFS: \$25.00

COMMITTEE REPORTS



PERQUIMANS COUNTY EMERGENCY SERVICES

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

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

PERQUIMANS EMS PEER REVIEW COMMITTEE MEETING MINUTES

Thursday, January 24, 2019 - 5:00PM

Call to Order

Welcome

-New Board of County Commissioners Appointment – Wallace Nelson -New SAMC Representative/Liaison - Dennis Willis

Approval of Minutes from October 25, 2018 Meeting (Motion Kaili Nixon, 2nd Jim Grosjean. Approved unanimously)

Reports:

- Medical Director Not Present
- County Commissioner No report, new representation
- County Manager Not Present
- Rescue Squad Chief -- Julie Solesbee on behalf of Mark Symons
 - Several standbys and special events such as parades, fire standbys, etc. last quarter
 - Drag strip ended in November, starts back up in February
 - Gave \$2500 towards repair work on the boat
 - Partnered with EMS for the Christmas Community Outreach for the elderly
- EMS Training Officer Matt Leicester
 - Total of 30 different classes and exercises
 - Trained over 180 providers across the region
 - Around 850 total hours of training for the year
 - Goals for 2019
 - Add more AHA courses in house (ACLS, PALS)
 - On shift training to start back in February. Usually approximately 1 hour per class. Staff to help pick topics.
 - Hope reach 1000 hours of training provided
 - Get our training lab completed now that we have it climate controlled
 - Looking to change training for 2020 to offer less classes, but more time. Combine with on-shift training and online COA courses to offer more training, but require less time here to do that.
 - Ketamine Program Update
 - All training has been completed. I delivered training for Perquimans and Pasquotank. Only 4 providers have not completed it through me, but 2 have done so through Currituck.
 - Ran a CEVO class last week, Billy Tutwiler taught that for us
 - PHTLS class coming in February, John vonRosenberg to teach
 - EMS Officer I coming here on Feb. 8 & 9, thanks to COA for that.
- 911 Training Officer Jonathan provided on behalf of Krystal Agosto
 - STAFFING
 - Interviews have been held for part-time telecommunicators
 - Interviews have been scheduled for full-time position
 - TRAINING
 - 3 Part-Time employees have completed DCI Module I and will have Modules II and III completed by the end of January.

- 3 Part-Time employees completed Sheriffs' Standards Telecommunicator Training (47 hrs)
- Mandatory staff meeting scheduled for February 2019
- Sheriffs' Standards In-Service scheduled with Perquimans Sheriff's Office (16 hrs annually)
- Monthly online EMD Con-Ed is available through College of the Albemarte and/or IAED College of Emergency Dispatch (24 hrs biennially)
- DCI Recredentialing biennially
- EMS Compliance Officer Jim Grosjean
 - ESO Update Moved to ESO effective January 1, 2019. All charts through EMS Charts have been sent over, we are done with them. Overall the transition went pretty smoothly as we transitioned to ESO.
- EMS Program Director John Wilson
 - Introducing Walter Meads as new faculty for COA, will be heading up the degree program.
 - Walter stated that all pieces have been filed and completed, will look to start accepting applications beginning in July for the degree program.
 - 3 different pathways: 1 from high school, 1 for someone coming in with no EMS background at all or no Paramedic credential, 1 as a bridge for existing Paramedic providers.
 - Continuing education will not go away, will have to make some changes to Paramedic continuing education for National Registry requirements
 - Delivering online education through Jones & Bartlett. Has expanded beyond just our local area, have over 500 people enrolled now.
 - EMS Officer II program is coming soon. Will have different sections, based on specific officer positions.
 - In addition to EMS Officer I here at Perquimans, will also be hosting at COA Fire School and NC EMS Administrators Conference in March.
- District Health Department Representative Not Present
- Albemarle Hospital Representative/Liaison & Quality Assurance Review Dennis Willis
 - Introduced himself to the group. EMS background and currently RN at SAMC.
 - QA review was very, very good. Really impressed with the documentation, very descriptive.
 - On scene times were a bit extended on some but not too bad.
- Chowan Hospital Representative/Liaison & Quality Assurance Review Kaili Nixon
- Concur that QA review was very good, no issues.
- <u>NCOEMS Representative</u> Not present
- Emergency Services Director (EMS, 911, EM) Jonathan Nixon

Emergency Management

- Presentation by the NWS for Per Co Storm Ready Designation is set for Feb 4, 2019 (This program encourages a proactive approach to improving local hazardous water operations.)
- Behalf of the Chowan-Perquimans LEPC Thanks to everyone that participated in the LEPC Sponsored Regional 2-Day HazMat Train Exercise with Medical POD (AAR Tonight)
- Showed grants applied for and awarded thus far. Currently over \$1,000,000 in grant funding has been applied for.
- Upcoming Trainings/Drills/Projects
 - -LEPC Sponsored Annual HazMat/BBP Training
 - -Winter 2019
 - -COA Providing Instructor
 - -Date/Time/Location should be announced soon
 - Perquimans EM Sponsored EOC Operations Class
 - -Spring 2019
 - -Contractor NorthEast Exercise & Training
 - o LEPC Sponsored HazMat Exercise
 - -Spring 2019
 - -Contractor Sam's Safety Consulting
 - -Chowan/Perquimans County Line (Bethel Fire District)

- Perquimans EM Sponsored Grain Bin Exercise
 -Fall 2019
 -Contractor Sam's Safety Consulting
 - -Durant's Neck Fire District

<u>E M S</u>

- 3 Open Full-time Paramedic Positions
- NCOEMS Chief visit 1/23/2019 had a good visit with them, review issues and topics that are important to us. Included looking at requiring Paramedics to become degree required, ways to improve number of active Paramedics.
- NCOEMS Day at the Capitol sending 2 supervisors
- Post-Overdose Response Team Grant \$33,500 Partnering with ARHS & PCEMS Awards announced 1/28/19
- Approved to participate in state-wide Ketamine program used for: Excited Delirium Syndrome paranola, disorientation, hyper-aggression, hallucination, tachycardia, increased strength, hyperthermia and for pain management. Training has been completed.

Old Business:

- Exposure Control Plan In review, waiting for the county attorney's final approval
- SOG 119 Weapons Locks are being installed now

New Business:

- Narcan Use Comparison 2017 2018
 - 23 times in 2017, 34 in 2018
 - Does not reflect those that were carried in by car
- 4th Quarter Chute Times (Comparison to 2017)
 - One 5 minute time. Crew member reported they were en route before that, but it was not picked up and recorded in their times.
 - Other instances were 3rd duty calls.
 - 1:46 is the average
- 4th Quarter Response Times
 - 10.99 minutes is the average
- 4th Quarter Mutual Aid Requests
 - 1 requested from Pasquotank, 1 given to Pasquotank (lift assist to them)
 - 6 calls for Nightingale
- SOG Updates and Revisions
 - SOG 109 Orientation Training Package (Update for certification advancement)
 - SOG updated to address how to ensure employees who advance their
 - certification level are shown to be ready for service at that level in house.
 - Motion made by Jim Grosjean, 2nd by Matt Leicester. Approved unanimously.
 - SOG 122 Use Of Narcan For Law Enforcement (Update for First Responder)
 - Update SOG to cover use of Narcan by all First Responders instead of just law enforcement. 2 fire departments have already requested this as a potential option. Motion made by Jim Grosjean, 2nd by Julie Solesbee. Approved unanimously.
 - SOG 127 Pension Fund (New)
 - Contributing to the Firefighters and Rescue Workers pension fund for full-time personnel, available for part-time/volunteer personnel to buy-in if possible. County is on board with providing this as a benefit to staff, this SOG outlines how that will happen. Motion made by Matt Leicester, 2nd by Julie Solesbee. Motion made unanimously.
- Narcan Public Distribution Program
 - Talked about this previously, but has never been officially approved. This is from OEMS and allows us to leave Narcan at home with the patient/family following administration by EMS, as well as

participating in a needle exchange. Have not had to use it yet, so we are in compliance. Motion made by Jim Grosjean, 2nd made by Matt Leicester. Approved unanimously.

- 2019 QA Schedule
 - Next quarter topic is: Chest pain
 - Once Ketamine is approved and placed on the trucks, we will have to include Ketamine as a Peer Review item as required by OEMS, so the hospitals should be prepared for that if we administer it.
- Stroke Presentation From VCH & SAMC
 - Presentations from Penny Marcum (SAMC) and Kaili Nixon and Heather Williams (VCH) regarding their advancements to become stroke centers. These advancements allow them to improve the level care provided for stroke patients. There is no need to routinely send stroke patients to Norfolk or Greenville, they will be able to treat using tPA at their facilities. SAMC will also be able to keep these patients in house after administration of tPA.
- Review of Stroke Destination Plan
 - We talked with representatives from both SAMC and VCH to develop a comprehensive plan that will encompass the needs of both facilities.
 - Change plan to reflect no more routine use of helicopters to transport stroke patients.
 - Patients with symptom onset 4 hours or less will go directly to the closest local facility.
 We have placed the phone number for both hospitals to "pre-register" these CVA patients to help speed up the presence of antibuties.
 - speed up the process of getting the stroke patients the care they need.
 - Patients with onset of symptoms 5 hours or more, with a RACE score of 5 or greater are still candidates for helicopter transport due to the potential for large vessel occlusion.
 - We will be starting blood draws for both SAMC and VCH in the coming weeks once we get the kits and train our staff.
 - Pending approval of this new destination plan, we are planning to train staff on this new plan at continuing education next Monday, with an implementation date of February 1.
 - Motion made by Matt Leicester, 2nd made by Dennis Willis. Approved unanimously.
- 2019 Meeting Schedule April 18, 2019
- Additional Comments / Concerns

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

EMS Peer Review Committee

EMS

1/24/2019 **Meeting Date**

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| | Member | Dr. James Wilson | Dr. James Wilson | Dr. Joe Tripp | Jonathan Nixon | Mark Symons | John Wilson | Matt Leicester | Jim Grosjean | Dennis Willis | Kaili Nixon | Todd Tilley | Elaine Grosjean | Julie Solesbee | Krystal Agosto | Ashley Stoop | BASTY PARAGE AND PARAGE AND | Frank Heath | | Dennis Willin SAML-EL | Wallace Nelson | FERRER NOVELL | Meether Williams Chus-Chowan | Watton Meerls - WA | 41.1 | SN3. Somer . Fra | |
| 3 | Position | Medical Director | Physician representing Albemarle Hospital | Physician representing Chowan Hospital | County Emergency Services Director | EMS - Rescue Squad Chief | EMS Program Director | EMS Training Officer (Secretary) | EMS Compliance Officer | Emergency Dept. RepAlbemarle Hospital | Emergency Dept. RepChowan Hospital | County Representative | County Representative | County Representative | 911 Communications Training Officer | Health Department Representative | County Commissioner | County Gov. Official-County Manager | *NC OEMS Representative(s) | *Hospital Representatives (each hospital) | *County Gov, Official-Chairman, Commissioners | *Guest(s) | As Needed (Ad Hor) Members | " denotes hon-vourig memory
Updated November 2018 | | | |

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| 20181857 | 5.0 | 03:26 | Pain | Shoulder pain from fall, 9 hrs previous with prior ER visit |
|----------|------|-------|---------------|---|
| 20181795 | 5.38 | 19:37 | Asthma Attack | 3rd Call; Crew responding from hospital |
| 20182143 | 0.6 | 14:53 | MVA | 3rd Call; Crew responding from prior call & home |

- 4th Quarter Total Patient Care Reports: 547
- 4th Quarter Total Patient Care Reports 2017: 526
- Calls with chute times over 10 minutes: 0
- Calls with chute times over 5 minutes: 3
- Average 4th Quarter chute time: 1.46 minutes

4th QUARTER RESPONSE TIMES

| October 1 | December 31 | 518 (Times greater than 0.0) | 10.99 Minutes |
|-----------|-------------|------------------------------|---------------|
| From: | To: | Calls: | Average: |