AGENDA

A G E N D A All items are for discussion and possible action. Perquimans County Board of Commissioners Meeting Room at Perquimans County Library July 5, 2022 6:45 p.m.

	1.	Call to Order
	11.	Prayer & Pledge
	HI.	(Public Hearing
	111.	
ACTION TO BE TAKEN LATER	•2%	 A. Rezoning Request No. REZ-22-01, requested by The Moorings of the Albemarle
	IV,	Approval of Agenda
	v.	Consent Agenda (Consent items as follows will be adopted with a single motion, second and vote, unless a request for removal of an item or items is made from a Commissioner or Commissioners.)
		 A. Approval of Minutes June 6, 2022 Regular Meeting, June 20, 2022 Special Called Meeting, and June 20, 2022 Work Session
		B. Tax Refund Approvals
		C. Personnel Matters
ACTION REQUIRED	J	 Appointment: Water Clerk 1 Appointment: Tourism/Museum Director Appointment: Part-Time/Fill-In EMT Appointment: Data Entry Manager/Senior Center Assistant (Part-Time) Appointment: Full-Time Paramedic Promotion: Director of Elections Appointment: Board of Elections Fill-In Remove from Roster: Part-Time/Fill-In Certified Telecommunicators (2) Resignation: Paramedic
	No.	D. Step/Merit Increases
		 County Manager (2) Finance Office (2) Department Heads (2) Telecommunications (2) Social Services (1) EMS (5) Building Inspections (2) Recreation Department (1) Register of Deeds (1) Sheriff's Office (10) Soil & Water Conservation (1) Tax Department (1) Water Department (2)
		E. Budget Amendment No. 1 - 8
	A POINT	F. Miscellaneous Contracts
	X	Senior Nutrition Contract 2. Home & Community Care Block Grant (HCCBG) Documentation
١	/1.	Presentations & Introduction of New Employees
NO ACTION		A. Presentations
REQUIRED	Z	1. Recognition of Service 2. Recognition of Retirees
		B. Introduction of New Employees
		 Susan Chaney, Social Services Shelby White, Sheriff



- Tax Department Report
- > Building Inspector's Reports
- > Code Enforcement Reports
- EMS Monthly Report for May, 2022 e-mailed on 6/7/2022

COMMITTEE WRITTEN REPORTS:

NOTES FROM THE COUNTY MANAGER July 5, 2022 6:45 p.m.

- III. Enclosures: Public Hearing are being held regarding the following matters:
 - - To receive citizens' comments to consider: (1) Rezoning Request No. REZ-22-01, requested by The Moorings at Albemarle, LLC to rezone approximately 93.36 acres from RA-15 (CUD), Residential and Agricultural Conditional Use District to RA-15, conventional Residential and Agricultural District. Subject property extends in all directions from the intersection of Muddy Creek Road, Hoyle Jones Road, and Cross Neek Road. Subject property is also known as Tax Parcel Nos. 4-0076-0026, 4-D076-2601-TM1, 4-D076-2602-TM1, 4-D076-2603-TM1, 4-D076-2604-TM1. (2) Preliminary Plat review of Major Modification of The Moorings at Albemarle.

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. The following presentations and introduction of new employees will be done:
 - A. <u>Presentations</u>
 - <u>Recognition of Employees' Years of Service with the County:</u> Beginning June 1, 2022, the Board will be recognizing the employees who have been working with the County for 5, 10, 15, 20, etc. years. This month, we will be recognizing:
 - Helen, Hunter: Ms. Hunter began working in the Tax Department as their DMV Tax Clerk. She is now working as our finance/HR Specialist. She has worked a total of 15 years.
 - 2. <u>Recognition of Retirces:</u> The following individuals retired in June.
 - a. Kathy Matthews: Ms. Matthews retired on July 1, 2022 after 30 years of service in the Water Department.
 - b. Jim Grosjean: Mr. Grosjean retired on July 1, 2022 after 13 years of service in the EMS Department.
 - B. Introduction of New Employees:
 - Susan Changy: Susan Changy, Social Services Director, will introduce Sarah Ownley, IMC I Working against IMC II (appointed 6/1/2022).
 - Shelby White: Shelby White, Sheriff, will introduce Macey Stockwell, Administrative Assistant for the Sheriff's Office, (appointed 6/1/2022).
- VII.A. Enclosure: Mr. Bland Baker, Trillium, will present his annual report to the Board.
- VII.B. Enclosure: Mr. Jennings, Tax Administrator, will present the following items:
 - 1. Final collection percentage for FY 2021-2022 (For information only)
 - 2. Contract with Piner Appraisal to handle our 2024 Revaluation. Board action will be requested.
- IX.A. County Manager Heath will present several updates to the Board.
- X.A. Enclosures. Rhonda Money, GIS/County Planner, will present the following items for Board action:
 - <u>Rezoning Request No. REZ-22-01, requested by The Moorings of Albemarle</u>: A Public Hearing was held early in the meeting to receive citizens' comments to consider Rezoning Request No. REZ-22-01 that was requested by The Moorings at Albemarle, U.C to rezone approximately 93.36 acres from RA-15 (CUD), Residential and Agricultural Conditional Use District to RA-15, conventional Residential and Agricultural District. Subject property extends in all directions from the intersection of Muddy Creek Road. Hoyle Jones Road, and Cross Neck Road. Subject property is also known as Tax Parcel Nos, 4-0076-0026, 4-D076-2601-TM1, 4-D076-2602-TM1, 4-D076-2603-TM1, 4-D076-2604-TM1. Board action is being requested.
 - Preliminary Plat review of Major Modification of The Moorings at Albemarle: The Preliminary Plan review of major modifications of The Moorings at Albemarle was presented for Board consideration and action.
- X.B. Enclosures. The following documentation is being presented for Board consideration and action for the Marine Park Basin Project:
 - 1. Resolution: This Resolution requests the Department of Commerce to draw down \$1,500,000 from the grant that was approved. Board action is being requested.
 - S.J. Hamilt Construction Contract: At last month's meeting, the Board approved the bid award to S.J. Hamilt Construction to construct the Marine Park Basin. The Board will be asked to consider and take action on this contract. Board action is being requested.
- X.C. Enclosures. The following documentation is being presented for Board consideration and action for the Motorola Solutions Lease Agreement #25283:
 - <u>Certified Lessee Resolution</u>: This Resolution certifies that the Board of Commissioners has authorized the Municipal Lease #25283 with Motorola Solutions, Inc. Board action is being requested.
 - Municipal Lease #25283 with Motorola Solutions. Inc.: This is a copy of the lease which the above Resolution is certifying. Board action for approval is being requested.
- X.C. Enclosures. NCACC has requested that we provide them with the names of our Voting and Alternate Delegate for the following conferences:
 - 1. <u>NCACC Annual Conference</u>: The NCACC Annual Conference will be held on August 11-13, 2022. Thus far, we have Walface Nelson, Joseph Hoffler, and Charles Woodard attending the Conference. Board action is being requested.
 - <u>NCACC Legislative Goals Conference</u>: The NCACC Legislative Goals Conference will be held on November 16-17, 2022. No one has
 registered for this conference as of the date of the meeting. The Board will need to consider whom they would like to serve as their Voting
 and Alternate Delegate.

CONSENT AGENDA NOTES

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

- A. Enclosures: Approval of Minutes June 6, 2022 Regular Meeting, June 20, 2022 Special Called Meeting, and June 20, 2022 Work Session (cancelled)
- B. Enclosure: Tax Refund Approvals see attached listing.
- C. Enclosure: Personnel Matters

Employee Name	Employce Job Title	Action Required	Grade/ Step	New Salary	Effective Date
Alyssa Williams	Water Clerk i	Appointment	61/8	\$36,525	08/01/2022
Stacey Layden	Tourism/Museum Director	Appointment	<u>р/д</u>	\$23.15/hr.	07/01/2022
Lindsay Brothers	Part-Time/Fill-In EMT	Appointment	63/1	\$16.16/hr.	07/01/2022
LuRee Sawyer	Part-Time Data Entry Mgr./Senior Center Ass't.	Appointment	11/12	\$17,00/hr.	07/01/2022
Scan Tripp	Full-Time Paramedic	Appointment	68/1	\$20.14/hr.	07/01/2022
Jackie Green	Director Board of Elections	Promotion	67/3	\$42.090	07/01/2022
Kathryn Treiber	Director Board of Elections	Resignation			07/01/2022
Kathryn Treiber	Board of Elections Fill-In	Appointment	n/g	\$10.54/hr.	07/01/2022
Ashley Mikus	PT/FI Certified Telecommunicator	Removed from Roster	65666		06/29/2022
Ammarie Shine	PT/FI Certified Telecommunicator	Removed from Roster	6 8 8 8		06/26/2022
Carta Godwin	Part-Time/Fill-In Paramedic	Resignation	1000 2020 C	9.E. S. Z. Z	06/30/2022
Zachary Crowe	Part-Time/Fill-In Paramedic	Removed from Roster	B. Calendaria		07/01/2022

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

	Employee	Employee	Grade/	New	Effective
Department	Name	Job Tifle	Step	Salary	Date
Co Mgr	Frank Heath	County Manager	83/17	\$119,781	07/01/2022
Co Mgr	Mary Hunnicutt	Secretary/Clerk to the Board	65/15	\$51,652	07/01/2022
Finance Office	Ficton L. Hunter	Finance/HR Specialist	61/12	\$42.268	07/01/2022
Finance Office	Trucy Mathews	Finance Officer	72/15	\$70,293	07/01/2022
Department Head	Charles Lolies	Supervisor - Water Department	74/14	\$74,935	07/01/2022
Department Head	Jonathan A. Nixon	Emergency Svcs. Director/AEMT	76/18	\$90,222	07/01/2022
Dispatch	Andrea Stoner	911 Shift Supervisor 1	68/4	\$45,086	07/01/2022
Dispatch	Krystal Tutwiler	911 Shift Supy, B / Training Off,	68/7	\$48,494	07/01/2022
DSS	Marieny Garcia	Public Information Assistant IV	59/2	\$28,892	07/01/2022
EMS	Wayne Jordan	EMS Shift Supervisor (Paramedic)	70/3	\$48,032	07/01/2022
EMS	Brian Pauli, Jr.	AEMT	6673	\$19.37/hr.	07/01/2022
EMS	Maria Schwartz	Paramedic	68/3	\$21,15/hr.	07/01/2022
EMS	Julie Solesbee	Ass't. EM/PIO/Grant Mgr./AEMT	70/4	\$49,236	07/01/2022
ÉMS	Mark Symons	EMT	63/5	\$17.82/hr.	07/01/2022
Insp	Sharon Cooper	Office Manager	62/6	\$36,351	07/01/2022
Іляр	Erle Solesbee	Assistant Building Inspector	67/2	\$41,089	07/01/2022
Recreation	John Downum, Jr.	Athletic Program Supervisor	64/3	\$36,882	07/01/2022
Register of Deeds	Donna Phelps	Assistant Register of Deeds	60/10	\$36,701	07/01/2022
Sheriff	Ray Fesperman, Jr.	Sergeant	67/10	\$49,943	07/01/2022
Sheriff	James Fowden	Investigator	68/7	\$48,494	07/01/2022
Sherifi	Kendall Harreli	Sergeant	67/11	\$51,162	07/01/2022
Sheriff	David Murray	Sergeant of SRO's	67/8	\$47.565	07/01/2022
Sheriff	Dean Polumbo, Jr.	Certified Deputy	65/3	\$38,543	07/01/2022
Sheriff	Thomas Reid	Chief Deputy	72/5	\$55.075	07/01/2022
Sheriff	Lacy Robeson, III	Investigator	68/10	\$52,191	07/01/2022
Sheriff	Jacob Sikes	Certified Deputy	65/2	\$37.626	07/01/2022
Sheriff	Preston Ward, Jr.	Investigator	68/10	\$52,191	07/01/2022
Sheriff	LeAnne Wynne	Office Manager	62/10	\$40,078	07/01/2022
Soil & Water Conservation	Janet Stallings	Secretary/Technician	61/9	\$37,417	07/01/2022
Tax	Kimberly A. Bray	Assistant Tax Administrator	66/13	\$51,407	07/01/2022
Water	Robert Smith	Technician I	58/3	\$28,324	07/01/2022
Water	Bea Spaeth	Fill-In Water Department	64/3	\$17.73/hr.	07/01/2022

E. Enclosures: Budget Amendment Nos. 1 – 8 are enclosed for your review and action.

F. Enclosures: The following miscellaneous documents will need Board consideration:

 Senior Nutrition Contract: This contract is between Perquimans County and Albemarle Commission to handle the Senior Nutrition Program at the Senior Center. The costs will be \$12,457.53 for 999 hours. Board action will be requested.

2. Home & Community Care Block Grant (HCCBG) Documentation: The enclosed contracts for the HCCBG Grant Program will be presented for Board consideration and action.

PUBLIC NOTICE

Perquimans County Board of County Commissioners will hold a Legislative Public Hearing on Tuesday, July 5, 2022 at 6:45 PM in the Meeting Room at the Perquimans County Library located at 514 S. Church Street, Hertford, NC, to consider: (1)Rezoning Request No. REZ-22-01, requested by The Moorings at Albemarle, LLC to rezone approximately 93.36 acres from RA-15 (CUD), Residential and Agricultural Conditional Use District to RA-15, conventional Residential and Agricultural District. Subject property extends in all directions from the intersection of Muddy Creek Road, Hoyle Jones Road, and Cross Neck Road. Subject property is also known as Tax Parcel Nos. 4-0076-0026, 4-D076-2601-TM1, 4-D076-2602-TM1, 4-D076-2603-TM1, 4-D076-2604-TM1. (2) Preliminary Plat review of Major Modification of The Moorings at Albemarle.

Property owners, residents and other interested parties may review these items during normal business hours before the legislative public hearing at the Perquimans County Planning & Zoning Office, at 104 Dobbs Street, Hertford, NC, or call 252-426-2027 or email <u>rhondarep@perquimanscountync.gov</u> for more information. You may make comments at the meeting.

Publish in Perquimans Weekly on June 23 and June 30, 2022

Perquimans County Planning & Zoning Staff Report By Rhonda Repanshek, Planner For BCC Meeting July 5, 2022

SUBJECT: Rezoning Request No. REZ-22-01, requested by The Moorings at Albemarle, LLC to rezone approximately 93.36 acres from RA-15(CUD) Residential and Agricultural Conditional Use District to RA-15 conventional Residential and Agricultural District. Subject property extends in all directions from the intersection of Muddy Creek Road, Hoyle Jones Road, and Cross Neck Road. Subject property is also known as Tax Parcel Nos. 4-0076-0026, 4-D076-2601-TM1, 4-D076-2602-TM1, 4-D076-2603-TM1, 4-D076-2604-TM1.

Project Description/ Research & Analysis

History:

County Commissioners approved rezoning the subject property to an RA-15 Conditional Use District (CUD) January 3, 2011. The CUD has a list of conditions attached to it in the form of a Special Use Permit (SUP) recorded in Register of Deeds book 394, page 208. The existing permit conditions allow up to 140 lots. September 5, 2017 Perquimans County Board of Commissioners approved a preliminary plat that proposed 108 lots. Original RA-15(CUD) zoning was converted automatically to a Conditional Zoning District by North Carolina General Statute Chapter 160D in 2021. Now it is requested to be re-zoned to conventional RA-15, a Residential and Agricultural District that has no special conditions beyond the existing standards in current County regulations.

Why the rezoning is needed:

This request is due to major modification of the previously approved preliminary plat and intends to greatly decrease housing density and utilize on-site individual septic systems which in-turn will require larger lots than originally proposed. When using individual septic systems in RA-15 zones, the minimum lot size allowed is 32,500 ft² which is approximately 0.75 or % of an acre. The current proposal is being designed to have a total of approximately 46 residential lots ranging in size from % acre to almost 18 acres.

The proposed use of the existing zoning was to include a community sewer treatment and disposal system. Since the subject property's SUP conditions include actions that are no longer relevant, the conditions will need to be removed which requires the same legislative public hearing process as is required for a rezoning. Therefore, it was decided that a conventional zone would be the simplest approach based on proposed ideas. Examples of problem conditions in the SUP are listed below:

(C)(3) The Moorings at Albemarle, LLC will be responsible for the installation and operation of a community sewer collection system and treatment and disposal facilities in accordance with applicable regulatory agencies...

(C)(4) Approval/permits as required by NCDENR for central wastewater treatment plant and disposal system shall be provided.

(E)(1) The maximum number of single-family residential lots shall be 140

(E)(14) Developer must construct a community center in front of the existing pier and boat ramp that will be used for various functions.

Also, The Moorings at Albemarle is considered a site-specific vesting plan. Based on zoning ordinance section 309 the plan shall remain vested for a period of two years. No site work has been completed in 2 years and to amend a site-specific vesting plan, per sec 309 (c), any substantial modification must be reviewed and approved in the same manner as the original approval, which means utilizing a legislative public hearing.

General Information:

West of the subject property is a neighborhood established in 1961 called Longbeach Estate which is zoned RA-25 Residential and Agricultural District. All other surrounding properties are zoned RA Rural Agriculture District and are predominantly crop farmland.

RA-15 zoning districts are established for the principal use of single-family dwellings, duplexes, and agricultural uses. The specific intent of these districts is to encourage the construction of single-family homes, prohibit commercial and industrial use of land and other uses which would interfere with the development of single-family homes, and discourage excess traffic other than normal traffic to serve residences.

Uses allowed in an RA-15 district include athletic fields/playgrounds, churches by Special Use Permit, single family dwellings, duplexes, fire stations, libraries, manufactured homes, business or trade school by Special Use Permit, and several other residential related uses to be found in Zoning Ordinance Article VIII. Table of Uses. RA-15 zones require smaller setbacks than the larger numbered residential zones; 5 ft. less on front, 10 ft. less on rear and 3 ft. less on side property lines (vs. RA-25 or RA-32).

Consistency with 2016 Land Use Plan Update

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* and has markings around it that label it as an 'Approved (Developing) ... Conditional Use Development (CUD) Area'. The Land Use Plan Update may be viewed in its entirety on the County website at <u>www.PerguimansCountyNC.gov</u> (click on "Departments" then "Planning and Zoning" then scroll to the bottom of the page and click on "Perguimans County 2016 Joint CAMA Land Use Plan Update-Recertified 3-5-2018").

Land use classifications in the CAMA Core Land Use Plan (LUP) include the following categories:

Page IX-28 of the LUP is about the County's future land use and lists appropriate and inappropriate uses for <u>Residential</u> which corresponds to Zoning Districts RA-43(residential 43,000sq. ft. minimum), RA-25(residential 25,000 sq. ft. min.), **RA-15** (residential 15,000 sq. ft. min.), and PUD:

"The County's goals and policies support the use of land in medium/high density classified areas for single family, mixed-use, and planned unit development where adequate public utilities and roads are available or can be upgraded to support higher residential densities."

<u>Appropriate Uses</u>: Variety of low density single-family and agricultural uses. Scattered manufactured home parks in the RA-25 district.

Inappropriate Uses: Commercial and industrial development.

Infrastructure: County-wide water system and waste disposal by septic or package treatment plants

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."

Potential Schedule for Public Hearing(s): April 28, 2022, Mr. Tim Newell of Rivers and Associates, Inc. submitted an application package to the Planning & Zoning Office on behalf of The Moorings at Albemarle, LLC owned by Bruce Exum Sr., which was found to be substantially complete. Public notices were sent to adjacent property owners and published in the Perquimans Weekly in accordance with Article III of the County's Zoning Ordinance and NC General Statutes Chapter 160D-601 and -602. Planning Board action at the regular public meeting on June 14th allows the case to have a legislative public hearing and BCC review on July 5th.

Recommendation Procedure: Perquimans County Zoning Ordinance Section 304 provides for the Planning Board to consider the proposed rezoning 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 County Zoning Ordinance Section 305 and N.C. General Statutes Chapter 160D-605 which require the Governing Board to make a statement about plan consistency with the CAMA Land Use Plan and a statement of reasonableness for the rezoning. These may be approved in a single statement.

<u>County Zoning Ordinance 305 (b)</u>: When adopting or rejecting a zoning map amendment, a statement analyzing the reasonableness of the proposed rezoning shall be approved by the Board of Commissioners. This statement of reasonableness may consider, among other factors, (i) the size, physical condition, and other attributes of the area proposed to be rezoned, (ii) the benefits and detriments to the landowners, the neighbors, and the surrounding community, (iii) the relationship between the current actual and permissible development on the tract and adjoining areas and the development that would be permissible under the proposed amendment, (iv) why the action taken is in the public interest; and (v) any changed conditions warranting the amendment.

Recommendations

Planning Board unanimously recommends approval of the motion to find proposed Rezoning No. REZ-22-01 to be <u>consistent and in harmony</u> with the county comprehensive Land Use Plan existing development pattern because The proposed area of map Exhibit IX-B, 'Projected Future Land Use Unincorporated Portions of Perquimans County', shows the subject area labeled as residential which includes RA-15 zones and <u>the rezoning is reasonable because</u> the overall density and intensity of the project are decreased by approximately half which decreases the environmental burden on the land and public services. Planning Board also unanimously recommends approval of Rezoning Request REZ-22-01, to rezone from RA-15 (CUD) Residential and Agriculture District with conditions to RA-15 conventional Residential and Agriculture District. Tax Parcel numbers 4-0076-0026, 4-D076-2601-TM1, 4-D076-2602-TM1, 4-D076-2603-TM1, 4-D076-2604-TM1.

Planning staff believes the subject property as proposed, may be rezoned and developed in compliance with Zoning Ordinance Article III rules and guidelines. Staff reminds the Boards to give a reason 'why' the rezoning is or is not consistent and in harmony with the surrounding area and make a statement of reasonableness.

Suggested Motions

The Board of County Commissioners is requested to consider using the following sets of scripts to form the desired 2 motions for approval or denial of Rezoning Request REZ-22-01, as follows:

1) Motion to find proposed Rezoning No. REZ-22-01 to be consistent and in harmony with the county comprehensive Land Use Plan existing development pattern because (*explain why*);

Example why consistent: The proposed area of map Exhibit IX-B, 'Projected Future Land Use Unincorporated Portions of Perquimans County', shows the subject area labeled as residential which includes RA-15 zones.....

Example why NOT consistent: *Board member must describe *

AND

the rezoning is reasonable because the overall density and intensity of the project are decreased by approximately half which decreases the environmental burden on the land and public services.

the rezoning is NOT reasonable because: *Board member must describe *

2) Motion to approve Rezoning Request REZ-22-01, to rezone from RA-15 (CUD) Residential and Agriculture District with conditions to RA-15 conventional Residential and Agriculture District. Tax Parcel numbers 4-0076-0026, 4-D076-2601-TM1, 4-D076-2602-TM1, 4-D076-2603-TM1, 4-D076-2604-TM1.

Motion to deny: A motion to deny Rezoning No. REZ-22-01 would utilize the above-noted motion stated in the negative tense.





ENGINEERS

PLANNERS

SURVE YORS

April 26, 2022

Mr. Wallace Nelson, Chairman Perquimans County Board of Commissioners P.O. Box 45 Hertford, NC, 27944

RE: Rezoning Request for The Moorings at Albemarie

Dear Chairman Nelson,

I am writing as an authorized agent representing The Moorings at Albemarle, LLC in regard to their request for an RA-15 zoning designation for 93.36 acres in New Hope Township. A Conditional Use Permit was issued for this property in December of 2011 for 140 single-family lots with minimum lot sizes of 15,000 square feet. In response to current market preferences for larger lots the owner now proposes to develop the property with 46 single-family lots ranging in size from 32,500 square feet to 17.92 acres. This will provide a lower density subdivision with a wide selection of larger lots consistent with the requirements of the RA-15 zoning district.

The subdivision lots will be accessed by Muddy Creek Rd., Long Neck Rd., Hoyle Jones Rd., and three interior private roads constructed to NCDOT standards for subdivision roads. County water lines exist in all three roads and water lines with hydrants will be installed in the interior subdivision roads. Wastewater disposal will be provided by individual on-lot septic systems as approved by Albemarle Regional Health Services, Environmental Health. Stormwater runoff from streets and lots will be managed by sheet flow, culverts, and swales which will discharge into the adjacent waters of the Perguimans River.

We appreciate your consideration of this rezoning request and believe that this community will provide a quality neighborhood option meeting the needs of current and future Perquimans County residents.

Please contact me with any questions.

With best regards.

Tim R. Newell, PLA, ASLA

Cc: Bruce Exum, Sr. The Moorings at Albemarle, LLC



Perquimans County, North Carolina APPLICATION FOR REZONING REQUEST Case No. REZ-<u>22</u>-01

This section to be completed by County
Date received: 4-28-2022 Received by: RR
Date completed: Confirmed by
Date completed: Confirmed by: Subject Property Tax Map No(s): <u>AS Listed before in description</u>
Subject Property Zoning District(s): <u>RA-15(CUD)</u> Whith as at
July 1, 2021 is automatically a "Conditional Zone"
man and a factor of the and the and the second of the seco
Conditions recorded at R.O.D. 394/208 (COVID 19.

Applicant's Information

Name(s) of Owner(s): The Moorings at A	Ibemarle, LLC
Street Address: 621 Heron Point Circle	
City/State/Zip Code: Virginia Beach, Vz	<u>23452</u>
Phone Number(s): (757) 635-7230	Fax:
E-mail Address: <u>bwesr@amccinc.com</u>	
Applicant (if different from Owner):	
Street Address:	
City/State/Zip Code:	
Phone Number(s):	Fax:
E-mail Address:	
Person to receive comments: Br	uce Exum, Sr./Owner, Tim Newell/Authorized Agent

Description of Property

Address(es) of Subject Property: <u>Intersection of Muddy Creek and Cross Creek Rd.</u> Property Appraiser's Parcel Nos.: <u>4-0076-0026, 4-D076-2601-TM1, 4-D076-2602-TM1, 4-D076-2603-TM1,</u> <u>4-D076-2604-TM1</u> Location: This property is located on the <u>North & South side of + Muddy Creek Road</u>,

approximately <u>0'</u> feet <u>East & West</u> of <u>Cross Neck</u>Road.

Township/Region: New Hope Subdivision: NA

____Block – Lot Nos.:_____

Size of Property: <u>93.36</u> acres. Lot width: _____feet. Lot depth: _____.

Flood Plain: Zones X & AE Community Panel No.: 3720880600J

I (We), the undersigned, do hereby respectfully make application and request the Planning Board and Board of Commissioners to consider a proposed amendment to the Official Zoning Atlas to designate the property as <u>RA-15</u> (Zoning District). The subject property is owned by <u>The Moorings at Albemarle, LLC</u> as evidenced by deed recorded in Real Estate Book <u>307</u>, Page <u>249</u> OR Will File Number _____ in the Perquimans County registry.

Application for Rezoning Request Case No. REZ- 22 - 01

1) The following are all of the individuals, firms, or corporations owning properties involved in the Rezoning 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.

Parcel ID	Name	Name 2	Address	City	State	Zip
4-0076-0026	BRUCE EXUM, SR.	THE MOORINGS AT ALBEMARLE	3465 CHANDLER CREEK RD.	VIRGINIA BEACH		2345
4-0075-0029-LE	GERRY E. & KIMBERLY WRIGHT		139 SOUNDVIEW DR	HERTFORD	NC	2794-
4-0075-0023-LE	MARIAN GRAY MICLAWHORN	:	608 CANAL DRIVE	CHESAPEAKE	VA	2332:
4-0076-0021-LE	BRUTH D PINNER		140 MEADOW LAKE CIRCLE	JARVISBURG	NC	2793
4-D075-D020-LE	RUTH D PINNER		140 MEADOW LAKE CIRCLE	JARVISBURG	NC	2793
4-0075-0018-LB	REBECCA & PROAPS, TRUSTEE	THE BRYSON IRREVOCABLE TRUST		VIRGINIA BEACH	VA	23454
4-D075-0017-LB	AMY J WRIGHT		200 GUNAS DRIVE	KILL DEVIL HILLS		27946
4-D075-D015-LB	DAVID R.WRIGHT		107 SOUNDVIEW DR	HERTFORD	NC	27944
4-0075-0013-L8	SEAN F. BLOODWORTH		131 LONG BEACH DRIVE	HERTFORD	NC	27944
4-D076-D010-LB	DEBORAH N. & WILLIAM C. ROBERTS		531 COVE ROAD	HERTFORD	NC	27944
4-D075-0009-LB	GERALD M LEGGETT		123 LONGREACH DRIVE	HERTFORD	NC	27644
4-0075-0008-1.8	JOHN W. JR.& ALICE O. LEGGETT		128 LONGREACH DRIVE	HERTFORD	NC	27944
	DONALD MATTHEW RILEY		PO BOX 636	OJAI	CA	93024
4-D075-A005-LB	LAWRENCE JR. & BARBARA BARKER		1708 KESWICK DRIVE	NORFOLK	VA	23518
4-D075-D004-LB	CANDICE GREGORY		4802 OLD DOCK LANDING RD		VA	23321
4-0075-0003-LB	LEVIE REGINALD TROTMAN	· · · · ·	103 HOPE ORIVE	1.	NC	27944
4-0075-8017-LB	WALTER K. MATTHEWS		115 LEE DRIVE		NC	27944
4-0075-0001A	WILLIAM C II & ROBERTA CHAPPELL HEATH		135 LAUREN LANE		NC	27944
1 C	ROBERTA CHAPPELL HEATH	AS TRUSTEE	135 LAUREN LANE		NC	27944
4-0076-0025	ELSIE S. BROTHERS				NC	27909
4-0076-0028F	HAROLD R JONES		670 BODY ROAD		NC	27909
4-0076-0029	WILSON COEN SAWYER #	LANIE J & ISAAC H SAWYER	The second se		NC	27944
4-0076-0042	RUTH J. MENGEL	· · · · · · · · · · · · · · · · · · ·	479 CROSS NECK ROAD	HERTFORD	NC	27944
4-0076-0026A	RUTH J. MENGEL		an a theory of the state second and		NC	27944
4-0076-00288	SUSAN P REVELS	· · · · · · · · ·	151 HOYLE JONES ROAD		NC	27944
4-0075-0026H	BILLY H. & VALNA JONES	•	198 HOYLE JONES RD		NC	27944
4-0076-0038	JENNIFER B & ANDREW B NIXON		3107 GLENWOOD DRIVE		NC	27705
4-0076-0037	BILLY H. & VALNA JONES	:	· · · · · · · · · · · · · · · · · · ·		NC	27944
	WOODIE L. & FREDA R. WALKER	/	and the state of the		FL.	33935
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Application for Rezoning Request Case No. REZ-<u>22</u>-01

2) Statement of the nature of the proposed use:

The property is intended to be developed as a single-family subdivision with minimum lot size of 32,500 square feet. A common area will be provided for water access to the Albemarle Sound. Lots will front on private interior drives and existing State roads.

	Application for Rezoning R Case No. REZ-22 - 0	· ·	
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Attach the following:			
Completed Application	n. Y		
$\checkmark \qquad Letter addressed to intentions in detail. \checkmark$	the Perquimans County Boan	rd of Commissioners explain	ing your
Y Proof of Ownership.	307/249		
Legal Description, 3	57/251		
Muner's Authorization	n for Agent. \checkmark		
	addressed envelopes of all adjac e sent. Said notices will be sent h the Applicant.		
Two self addressed sta	mped envelopes.		
Copy of Map with pro	posed revision. ₹		
✓ Filing Fee of \$450 ma	de payable to Perquimans County.	check # 109482 · recent # 930937	
Appropriate certification	on from Albemarle Regional Hea (In Process)	Ith Services regarding individua	l on-site
	needed by the Planner, Technical R	coview Committee or other	
Any additional information County Officials:			
			19,991110001011111111111111
County Officials:	duled for public meeting until co		ан, толаат түйнээн айлаан аг

NOTE: This Application must be submitted to the Planning and Zoning Administrator and found to be complete 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). See also minimum 45 day period which much take place prior to consideration by the Board of County Commissioners.

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Research

Application for Reconing Request Case No. REZ. 22. 01

Owner's Authorization for Agent

NOTE: IF THE APPLICANT REQUESTING DEVILOPMENT APPROVALS OR PERMITS FOR A PARTICULAR PIECE OF PROPERTY IS NOT THE ACTUAL OWNER OF THE PROPERTY, THE ACTUAL OWNER MUST COMPLETE THIS FORM. IF THE PERSON WHO IS REQUESTING THE APPLICATION IS THE OWNER, PLEASE DISREGARD THIS FORM.

I am (We are) the owner(s) of the property located at <u>Muddy Creek & Cross Neck Rd (4-0076-0026)</u> I (WE) HEREBY AUTHORIZE <u>Tim Newell</u> TO ACT ON MY/OUR BEHALF to appear with my content before the Perquimans County Board of Commissioners and Planning Board in order to request approval(s) for development and/or use of those lands described within the strached application, and as described in the strached deed or other such proof of ownership as may be required, or other action pursuant to one or more of the following:

[X] Recooling Request
[] Conditional Use District Recooling
[] Zoning Variance

[] Administrative Appeal [] Conditional Use Permit [] Non-Zoning Variance

I authorize you to advertise and present this matter in my name as the owner of the property. If there are any questions, you may contact me at address 3465 Chandler Creek Rd., Virginia Beach, VA 23454 or by telephone at (757) 635-7230.

BY:

My Epus,

Signature of Owner Broce Exum, Sr. Print Name

Date (757) 635-7230 Telephone Number

Signature of Owner

Print Name

Telephone Number

Sworn to and subscribed before me, this the 14_day of April_____ 16 C 64 Notary Public State of Elected C My commission expire



PLANKERS

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SURVEYORS

LANDSCAPE ARCHITECTS

April 26, 2022

Mr. Wallace Nelson, Chairman Perquimans County Board of Commissioners P.O. Box 45 Hertford, NC, 27944

RE: Rezoning Request for The Moorings at Albemarle

Dear Chairman Nelson,

I am writing as an authorized agent representing The Moorings at Albemarle, LLC in regard to their request for an RA-15 zoning designation for 93.36 acres in New Hope Township. A Conditional Use Permit was issued for this property in December of 2011 for 140 single-family lots with minimum lot sizes of 15,000 square feet. In response to current market preferences for larger lots the owner now proposes to develop the property with 46 single-family lots ranging in size from 32,500 square feet to 17.92 acres. This will provide a lower density subdivision with a wide selection of larger lots consistent with the requirements of the RA-15 zoning district.

The subdivision lots will be accessed by Muddy Creek Rd., Long-Neck Rd., Hoyle Jones Rd., and three interior private roads constructed to NCDOT standards for subdivision roads. County water lines exist in all three roads and water lines with hydrants will be installed in the interior subdivision roads. Wastewater disposal will be provided by individual on-lot septic systems as approved by Albemarle Regional Health Services, Environmental Health. Stormwater runoff from streets and lots will be managed by sheet flow, culverts, and swales which will discharge into the adjacent waters of the Perquimans River.

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We appreciate your consideration of this rezoning request and believe that this community will provide a quality neighborhood option meeting the needs of current and future Perquimans County residents.

Please contact me with any questions.

With best regards,

Tim R. Newell, PLA, ASLA

Cc: Bruce Exum, Sr. The Moorings at Albemarle, LLC

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		23452	27944	23323	27939	27939	23454	27948	27944	27944	27944	27944	27944	93024	23510	23321	27944	27944	27544	27944	27909	27909	27944	27944	27944	27944	27944	27705	27944	33935	23322	23454	27944		and the second sec
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	Name 2	THE MOORINGS AT ALBEMARLE					THE BRYSON IRREVOCABLE TRUST												AC TO ISTER	HO IRUSIEE		ANKE I A ICA A A I CANNER	LANE J & ISHAU H SAWYER									THE ON TOUR INNEY OUABLE INUST			
	Name	BRUCE EXUM, SR.	GERRY E. & KIMBERLY WRIGHT	MARIAN GRAY MCLANHORN	KUIRUPINNEK	RUCH UPINNEK	NEDECUA B PRUAPS, IRUSTEE		DAVID R.WRIGHT CEAN E DI OODAADDHE	DEPODAL XI P MALLINU DODIDAD	CEDAI D MI ECCETT	DEMALMA LEGGETS IDHN WIRE A INFO LEGGETT		I AMPENCE IR & RAPRAPA PADYCD		EVERENN DIRUTAAN	WALTER K REATHEME		ROBERTA CHAPPELL HEATH	E SIF S RROTHERS		WI SON COFN SAMPED III		RETH I MENDER	SUSAN PREME C	BILYH & VAINA IONES	JENNIFER R & ANDREW & MIYON	BILYH & VALNA IONES			RERECCA R PROAPS TRUSTEE	DAVID RAY MITCHELL	GERRY E. & KIMBERLY WRIGHT	ANA 12 Marione Martin	
Adjoiners List	Parcel ID	4-0076-0026	4-UN/3-UU29-LB	4-00/5-0023-LB	41-12013-6201-4	4-DU(0-C)U20-D	4-00/5-001710	ALDING DUTE LD	4.0075.0013-LB	A-D075-D010-L0		4-D075-D008-LB	4.0075.0006.1 R	4-D075-A005-LB	4-D075-D004-1 B	4-D075-D003-LB	4-D075-B0174 B	4-0075-0001A	4-0075-0004A	4-0076-0025	4-0076-0028F	4-0076-0029	4-0076-0045	4-0076-0028A	4-0076-00281	4-0076-0028H	4-0076-0038	4-0076-0037	4-D075-J013-J B	4-D075-J012-J B	4-D075-H010-LB	4-D075-H005-LB	4-D075-H002-LB	The Property of	ロフィネック・ロノネオート

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Perquimans County Planning Board MINUTES

Tuesday, June 14, 2022

The Perquimans County Planning Board held its regular monthly meeting on Tuesday, June 14, 2022 at 7:00 PM in the Community Meeting Room of the Perquimans County Library.

MEMBERS PRESENT: Antoine (A.J.) Moore, Chair Lewis Smith, Vice Chair John Skinner Terressa Blanchard

MEMBERS ABSENT: A.O. Roberts

OTHERS PRESENT: Rhonda Repanshek, Planner Trevor Miles, Planning and Zoning Technician Tim Newell, Representative, Rivers & Associates Bruce Exum, Sr, Property Developer Bruce Exum, Jr, Property Developer

Planning Board Chair, Antoine Moore, called the meeting to order at 7:00 pm and opened with prayer by Lewis Smith.

Agenda Item I, Approval of Agenda: <u>Ms. Blanchard made a motion, seconded by Mr. Smith, to approve the</u> agenda as presented. The motion passed unanimously.

Agenda Item II, Consent Agenda/Approval of Draft Minutes of Previous Planning Board Meetings: Attached draft of March 8, 2022 regular meeting minutes.

Mr. Smith made a motion, seconded by Mr. Skinner, to approve minutes of the regular meeting on March 8, 2022. The motion passed unanimously.

* * * *

Agenda Item III, Business Item A: Review Rezoning Request REZ-22-01, requested by The Moorings at Albemarle, LLC to rezone approximately 93.36 acres from RA-15(CUD) Residential and Agricultural District with conditions to RA-15 conventional Residential and Agricultural District in response to a major modification to a previously approved preliminary plat. Subject property extends in all directions from the intersection of Muddy Creek Road, Hoyle Jones Road and Cross Neck Road. Subject property is also known as Tax Parcel Numbers 4-0076-0026, 4-D076-2601-TM1, 4-D076-2602-TM1, 4-D076-2603-TM1, and 4-D076-2604-TM1.

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Planning Board, Planner Repanshek, Tim Newell, and the Exum's engaged in a lengthy discussion regarding why the request was submitted. Planner Repanshek gave a brief summation of the background of the project, from its inception prior to 2010, as well as why the original rezoning was approved and with what conditions. She also stated that the rezoning request today was due to the conditions of the original rezoning being unattainable now. Planner Repanshek also explained that the new plan was calling for decreased lot density and use intensity. Tim Newell then explained the reasoning behind wanting to rezone to RA-15. Mr. Smith made a motion to find the proposed Rezoning No. REZ-22-01 to be consistent and in harmony with the county comprehensive Land Use Plan existing development pattern because the proposed area of map Exhibit IX-B, 'Projected Future Land Use Unincorporated Portions of Perquimans County', shows the subject area labeled as residential which includes RA-15 zones and the rezoning is reasonable because the overall density and intensity of the project are decreased by approximately half which decreases the environmental burden on the land and public services. This motion was seconded by Mr. Skinner. The motion passed unanimously.

Mr. Skinner then made a motion to recommend to the Board of County Commissioners approval of Rezoning Request REZ-22-01, to rezone from RA-15 (CUD) Residential and Agriculture District with conditions to RA-15 conventional Residential and Agriculture District. Tax Parcel numbers 4-0076-0026, 4-D076-2601-TM1, 4-D076-2602-TM1, 4-D076-2603-TM1, and 4-D076-2604-TM1. This motion was seconded by Ms. Blanchard and passed unanimously.

Agenda Item III, Business Item B: Preliminary Plat Review of a Major Modification of The Moorings at Albemarle phase 1 proposing 15 lots. Subject property is the southern portion of Tax Parcel 4-0076-0026.

Planner Repanshek presented her staff report on the topic and noted that the subdivision did meet the conditions set forth by the Subdivision Regulations. She also noted that there were no objections from TRC, but that certain permits had expired, and would need to be renewed. Tim Newell answered several questions from the Planning Board regarding lot sizes on the new preliminary plat. Questions were also answered regarding the filling in of the boat ramp, and the condition of the dock.

Mr. Smith made a motion to recommend to the Board of County Commissioners approval of the Preliminary Plat with no conditions, and to recommend approval of the consistency with the County CAMA Land Use Plan. The motion was seconded by Mr. Skinner and passed unanimously.

* * *

Agenda Item III, Business Item C: Review Major Subdivision Plat Review Procedure possible Text Amendments

Planner Repanshek provided background on the multiple possible text amendments and procedural adjustments. Planning Board, Tim Newell, Planner Repanshek, and Technician Miles engaged in lengthy discussion on the current de facto process of review of major subdivision plats vs. the de jure process detailed in the Subdivision Regulations. After the discussion, it was decided that the Planning Department will take a more active role in construction plan processing to ensure compliance with the permitting requirements present in the final plat phase. Text amendments will be proposed at a future Planning Board meeting to reflect the requested changes.

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Agenda Item III, Business Item D: Review and Discuss Zoning Ordinance Text Amendment ideas for Highway Zone Commercial Design Standards, as requested by the Board of County Commissioners.

The Planning Board, Technician Miles, and Planner Repanshek engaged in lengthy discussion about the merits of adding commercial design standards for construction within the Commercial Highway (CH) zone. After the discussion, it was determined that the issue needed further study and reflection time, and the discussion was tabled.

Agenda Item III, Business Item E: Annual election of Chairman and Vice Chairman, per Zoning Ordinance section 204(a)

Mr. Skinner made a motion to reelect Mr. Moore and Mr. Smith to their prospective positions of Chairman and Vice Chairman. The motion was seconded by Ms. Blanchard. The motion passed unanimously.

Agenda Item IV, Other Items A: Status Report on Previous Board Recommendations:

None

Agenda Item IV, Other Items B: Chair's signature on approved minutes.

Meeting adjourned at 9:00 p.m.

Minutes approved this day of , 2022.

Chairperson

Recorder

Attachments: A (Sign-In Sheet)

Perquimans County Planning & Zoning Staff Report By Rhonda Repanshek, Planner For BCC Meeting July 5, 2022

SUBJECT: Preliminary Plat Review of a Major Modification of The Moorings at Albemarle major subdivision at the intersection of Muddy Creek Road, Hoyle Jones Road and Cross Neck Road. The submitted preliminary plat is for phase 1, which is the southern portion of tax parcel number 4-0076-0026 and consists of 15 proposed lots.

PROCEDURAL ISSUES

Potential Schedule for Review: Planning Board's Administrative Review June 14, 2022 allows the preliminary plat to be reviewed by the Board of County Commissioners July 5, 2022. "Unless otherwise provided herein, the Perquimans County Planning Board shall have the sole authority to review and approve or disapprove all plats presented under this ordinance prior to their submission to the Perquimans County Board of Commissioners.... The Board of Commissioners shall approve or disapprove the preliminary plat..." (Subdivision Regs. Sec 305.3). Decisions on approval or denial of preliminary or final plats may be made only on the basis of standards explicitly set forth in the subdivision or unified development ordinance (NC General Statutes Ch. 160D-801).

Commissioners should only approve a preliminary plat if they determine that the project will not exceed the County's ability to provide adequate public facilities, including schools and emergency services.

PROJECT REVIEW

This review uses Perquimans County Subdivision Regulations amended September 7, 2021.

Background: Currently zoned as part of an approximately 93 acre RA-15 (CUD), it is being requested to be rezoned to conventional RA-15. This preliminary plat is for the first 15 lots, 6 of which have Albemarle Sound frontage. As noted on the preliminary plat, total area of lots in phase one is 15.65 acres including 0.7 acres of open space. Minimum lot size is 32,500 square feet and only residential housing is proposed. Submittals from 2017 that would still have some relevance today are the soil suitability report by Cpec Environmental, Inc dated March 2016 for a proposed drip irrigation system. The system will not be used, but the soil type information is still relevant which list Yeopim series and Roanoke series soils. Also an old Traffic Impact Analysis from Ramey Kemp & Associates showed the phase 1 from year 2017 was to consist of 34 dwellings with anticipated traffic flow of 320 vehicles per day. Those calculations represent only 12 houses less than what is currently being proposed for the entire build out of all 93 acres this time.

Location of Preliminary Plat Requirements: Subdivision Regulations, Section 305 through 305.4 relate to preliminary plat review. Section 305.1 and 306.7 are checklists used to verify compliance with the Subdivision Regulations. The current zoning has a Special Use Permit (SUP) with conditions that would normally be checked, but since the zoning is requested to change to a zone that will not have any special conditions, the SUP is not relevant at this time.

Note that Subdivision Regulation sec. 701 Waterfront Subdivision is satisfied by a 0.71 acre water access lot between proposed phase one lots 3 and 4. The existing boat ramp is to be filled and closed, but the shoreline is directly touching the Albemarle Sound and has an existing pier and a well maintained bulkhead.

Technical Review Committee (TRC) Comments (as of 5pm 5-26-2022)

Applicant's response to each comment is below the comment in bold italics.

<u>Mr. Erin Nye, USPS Officer in Charge</u> (Wed. 5-11-2022, 6:48am) emailed-- "Attached is the USPS policy and requirements for all new growth and new subdivisions to be built with Centralized delivery. Thank you for your assistance in compliance." Attached were two documents: a CBU information guide for builders & developers entitled 'Builder and Developer Information Packet for the use and installation of Cluster Box Units (CBU's)' and 'Growth and Delivery Point Management Program'. A 16-unit Cluster Mailbox serving PH 1 has been added to the plan. Also see note # 4 on sheet PP 1.0

<u>Kevin Heath, Manager of Engineering, Albemarle EMC</u> (Wed. 5-11-2022, 10:07am) emailed – "Albemarle EMC will not have any problems meeting the needs of this development as proposed and thus approves it as is. We would just like to make the developer aware that some of the materials required to provide the power to this development (if underground will be requested as usual) are currently experiencing much longer than normal lead times to obtain, and as such we would encourage them to give plenty of advanced notice prior to being ready for the installation of these facilities. Thanks." *See Note # 5 on sheet PP 1.0.*

Samir Dumpor, Regional Engineer and Department Head in Washington Regional Office of NC Department of Environmental Quality, in the Division of Energy, Mineral, and Land Resources (Tues. 5-17-2022, 8:20am phone call) The applicant will need a new Stormwater permit even though the number of lots is being greatly reduced. He also noted that Erosion and Sedimentation Control Permits expire after three years if no activity takes place on site, and they are required prior to any disturbance of greater than one acre. See note # 6 & 7 on sheet PP 1.0.

<u>Nick Lolies, Water Department Director</u> (Mon. 4-25-2022, 12:51am) emailed—"It appears that the preliminary plat for the Moorings Subdivision will total less than half of the lots previously approved for County water, therefore Perquimans County will have no problem servicing the capacity needed for Phase 1."

Charlan Owens, District Planner, NC Division of Coastal Management (May 26, 2022, 8:23am) emailed -

"This email is in response to the materials received from Rhonda on May 10th and Tim's email from May 25th minus the Dropbox links which I am unable to open.

The Moorings at Albemarle Phase 1 (Preliminary Plat)

- This area has a 75 foot CAMA Area of Environmental Concern (AEC) and would require permitting for the closing off of the existing boat ramp. *I will add this statement to the plat notes. See plan notes # 9-11 on sheet PP 1.0.*
- Any filling or grading within 75 feet will also need CAMA permitting, the type would depend on the amount of land to be filled if it's over an acre then a CAMA Major Permit will be needed. No fill is anticipated except in the existing boat ramp area. I will add this statement to the plat notes.

- Work on the bulkheaded area if it exceeds 500 linear feet would also need to go through a CAMA Major Permit. The only bulkhead work will be spanning the gap at the existing boat ramp which is less than 20'.
- Clarify the location of wetlands. Not sure which wetlands they are referring to as I don't really see anything that looks like wetlands on the aerial photograph. *No wetlands in Phase* Attached map shows wetlands in future project phases. [Wetlands are at the rear and sides of the 10 acre-18 acre lots off Muddy Creek Rd., Planning Staff]

Please contact Cynthia if you have any questions on these comments. She can be reached at 252-264-3901 ext. 234 and at the email address above. "

Planning Staff Analysis

Planning Staff Comments for The Moorings at Albemarle phase 1 Preliminary Plat Review of 15 lots

Applicant's response to each comment is below the comment in bold italics.

No power lines show on the plat even though I see power poles on the GIS ortho-photo. Are
electric power lines proposed to be underground? See Note # 5 on sheet PP 1.0. Existing power
poles on NCDOT roads have been added to plan.

Section 306.7 Plat Requirement Checklists require these items, which are not present:

- Letter of applicability of a Stormwater Drainage Plan from NC DEQ--- has old one, but needs new one, see TRC comment from NC DEQ. See note # 6 & 7 on sheet PP 1.0.
- Certificate of approval from NCDOT as to proposed roadway alignment and construction NCDOT does not approve private drives. See note # 8 on sheet PP 1.0.
- A copy of deed restrictions or covenants old one was noted in old files but needs an updated one.
 Draft covenant attached
- Letter from NC DEQ Division of Energy, Mineral and Land Resources approving the Sedimentation and Erosion Control Plan any old plan will have expired by now. See note # 6 on sheet PP 1.0.

<u>Planning & Zoning STAFF NOTE about Albemarle Regional Health Services</u>: Individual septic system percolation tests are now required per lot. They do not issue a letter of preliminary approval for large areas any longer. The Moorings submitted 15 individual perc. tests for Phase 1 lots and all but one require "sand line trench system—shallow placement".

Compliance with CAMA Land Use Plan

County Subdivision Regulations section 108 requires proposed subdivisions to comply with "the locally adopted Coastal Resources Commission ratified Land Use Plan."

Future Land Use Compatibility Matrix on page IX-35 of the current CAMA Land Use Plan list 2 residential dwelling units per acre average density as generally consistent for future land use and the Future Land Use Map labels the subject area as residential.

Some CAMA Land Use Compatibility Policies:

LUC #4: Perquimans County, Hertford, and Winfall shall encourage land use and development activities that provide a balance between economic development needs and protection of natural resources and fragile environments.

LUC #5: Perquimans County, Hertford, and Winfall support growth and development at the densities and intensities specified in the future land use map(s) land classifications as delineated in this land use plan.

LUC #16: Perquimans County, Hertford, and Winfall support planned residential developments that are in harmony with adjoining single-family land uses and will require that the two-family and multi-family components of such developments, if proposed, are located more to the interior of the development rather than on the periphery.

LUC #27: Perquimans County, Hertford, and Winfall will support subdivision designs for new residential developments that maintain and continue the character of existing development along public roads where such development is proposed.

SUGGESTED MOTIONS - RECOMMENDATIONS - ACTIONS:

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MOTION TO APPROVE: Motion to approve the Preliminary Plat and approve the consistency with the County CAMA Land Use Plan.

MOTION TO DENY: Motion to deny the Preliminary Plat because _____.

Attachment: 1) Checklist for Preliminary Plat

Checklist for Preliminary Plat (by R.R., 6-22-2022 ver.)

Subdiv. Regs. Sec. 305.1

- □ 1) Shall be at a scale of 100 ft to 1 inch or larger & drawn in ink on drafting film 16 ¼" X 20"
- 2) Show existing & platted property lines, streets, buildings, water courses, railroads, transmission lines, sewer, bridges, culverts & drainpipes, water mains, city & County lines (if adjoining) and any utility easements
- \square 3) Boundaries of tract shown with bearings & distances
- \square 4) Wooded areas, marshes, and any other conditions affecting the site
- □ 5) Names of adjoining property owners or subdivisions
- \square 6) Zoning classification, if any, both on the land to be subdivided and on adjoining land
- □ 7) Proposed streets, street names, rights-of-way, roadway widths, and approximate grades
- 8) Plans for proposed utility layouts (sewer, water, gas, electricity) showing connections to existing systems or plans for individual water supply, sewage disposal, storm drainage, etc
- \odot 9) Other proposed rights-of-way or easements; locations, widths, and purposes
- 🜐 10) Proposed lot lines, lot & block or section numbers or letters, and approximate dimensions
- □ 11) Proposed minimum building setback lines
- 12) Contour lines with elevation intervals of 2 ft. Contours of less than 2 ft may be required by the Planning Board. The 100 yr flood plain contour shall be labeled and clearly indicated with a bolder thicker line.
- □ 13) Proposed parks, school sites, or other public open spaces, if any.
- \Box 14) Title, date, north point and graphic scale.
- 🗇 15) Name of owner, surveyor of land planner.
- 🖸 🛛 16) Site data
 - a) Acreage in total tract
 - b) Acreage in parks or other land usage
 - c) Total number of lots
 - d) Lineal feet in streets
- 17) sketch vicinity map showing relationship between subdivision and surrounding area, adopted thoroughfare plan, 100 yr flood plain, areas of environmental concern, and land classification map.
- 18) Environmental Impact Statement:

Pursuant to Chapter 119 of NCGS, the Planning Board may require the subdivider to submit an environmental impact statement with his preliminary plat if :

- a) the development exceeds 10 acres and
- b) if the Board deems it necessary due to the nature of the land to be subdivided, or peculiarities in the proposed layout



Perquimans County, North Carolina APPLICATION FOR MAJOR SUBDIVISION

This section to be completed by County:

Date Received: 428-32 Received by 2 Date Completed: Confirmed by: Tax Parcel Map Nos.: 4-0076-0026 Proposed number of lots: 15 (including residual parcel, if any). Remind applicant to request ARHS's preliminary approval of any residual lot when applying for septic tank permit for proposed lot(s).

Date

Proposed Major Subdivision Name: The Moorings at Albemarle- Phase 1

Location/Street Address: Intersection of Muddy Creek and Cross Creek Rd.

Tax Map Number(s): <u>4-0076-0026</u>

Size of Property (Acreage): <u>15.65 AC</u> Dimensions of Property: <u>3320' x 1670'</u>

Zoning District Designation(s): Proposed RA-15

Future Land Use Map Designation(s):

Proposed number of lots: 15

Type of water system proposed: Perquimans County Water System

Type of sewage system proposed: Individual septic systems

Ownership of the property is evidenced by attached deed recorded in Real Estate Book

I HEREBY CERTIFY THAT ALL INFORMATION IS CORRECT:

Tim R. Newell, Authorized Agent April 26, 2022

Printed Name and Signature of Owner or Authorized Applicant*

Printed Name and Signature of Owner or Authorized Applicant* Date

Mailing Address: 353 E. Six Forks Rd. Suite 230 Raleigh, NC 27609

Home Phone: (828) 606-7795 ; Fax: ; E-mail: mewell@riversandassociates.com

*Owner's Authorization Form must be attached if Applicant is not the Owner

NAME AND ADDRESS OF PERSON TO RECEIVE ALL CORRESPONDENCE REGARDING THIS APPLICATION:s

Name: Tim R. Newell

Mailing Address: 353 E, Six Forks Rd. Suite 230 Raleigh. NC 27609

Phone: (828) 606-7795 ; Fax: ; E-mail: inewell@riversandassociates.com



PAGE 2: CHECKLIST OF INFORMATION AND ITEMS NEEDED

The number of Preliminary Plats and specific Construction Drawings will be determined by Planning & Zoning staff prior to Applicant's submittal of Application Form and other materials. To demonstrate compliance with the Perquimans County Subdivision Regulations, attach all information stipulated in Article III for the applicable stage of review (Sketch Plan Review, or Preliminary Plats/Construction Plan Review, or Final Plat Review), together with the following

1	Application	Form an	d Owner's	Authorization	Form	(if applicable).
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- Boundary Survey with appropriate Certification Statements (and references to residual parcels, if any - see Note #1, below).
- _____My (our) ownership of parent tract is evidenced by attached deed recorded in Real Estate Book 307 Page 249 OR Will File Number

✓ My (our) parent tract is known as Township No.____, Map No.____, Parcel No. 4-0076-0026

✓ Size of Parent Tract: <u>89.39</u> acres; Linear footage width (street frontage): <u>3,568 lf</u> (total of 3 Roads); and depth (from front property line to rear property line) of parent tract: 732', 638', 620', 1880' (4 Parcels).

Proposed water system improvements: 8" & 4" lines with hydrants in subdivision private

✓ Proposed sewage system: Individual septic systems (per Section 402B)(4), attach copy of approvals issued by Albemarle Regional Health Services (ARHS) or letter of availability for public sewer as applicable; include review of any "residual" parcel;

✓ Proposed drainage improvements: <u>culverts</u>, <u>swales</u>, <u>energy</u> <u>dissapators</u>, <u>drainage</u> easements (attach applicable permits to construct issued by other agencies).

 \checkmark Disclosure statement referencing Section 402(11)f), (19) and (20) of the Perquimans County Subdivision Regulations regarding grading, drainage and erosion control.

This section to be completed by County:

Review and consultation with Technical Review Committee scheduled on

____Other (specify);_____

 \checkmark Applicable fees due at the time of plan submittal: \$100.00 + \$15.00 per lot.

Applicable fees due before plat recordation: \$2,500 per lot for Major Subdivision Lots.

NOTES:

(1) Any lot of less than 10 acres, including any residual parcel, must obtain a certificate from the Health Department stating whether or not septic systems may be approved for the lot(s); and

(2) All lots subdivided from a tract since December 31, 1998 shall be included in determining when the four lot maximum has been reached under the Minor Subdivision process, and when the Major Subdivision procedures apply. The construction or installation of infrastructure requires processing as a Major Subdivision even when there are less than four lots being created from the parent tract.

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(3) See County Subdivision Regulations, Article III, Section 306.7, for information required on (1)Sketch Design Plat and (2) Preliminary Plat / Construction Drawings and (3) Final Plat.

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III.A.2. Page 9

NOTE: IF THE APPLICANTIS) REQUESTING A MAJOR SUBDIVISION FOR A PARTICULAR PIECE OF PROPERTY IS/ARE NOT THE ACTUAL OWNER OF THE PROPERTY. THE ACTUAL OWNER MUST COMPLETE THIS FORM. IF THE PERSON WHO IS REQUESTING A MAJOR SUBDIVISION IS THE OWNER, PLEASE DISREGARD THIS FORM. <u>Tim Newell</u> is hereby authorized TO ACT AS AGENT ON BEHALF OF The Moerings at Albematic, LLC, the Owner(s) of those lands described within the attached Application, and as described in the attached deed or other such proof of ownership

as may be required, in applying to Perquimans County, North Carolina, to appear with my (our) consent before the Perquimans County Board of Commissioners and Planning Board in order to request a Major Subdivision at this location. If there are any questions, I may be contacted at address:

3455 Chastler Creek Rd., Virginia Brach, VA 23454

or by telephone at <u>(252) 635-7230</u>,

BY

Steller Asty Pas

BALL Exam S. Signature of Ourse Bon Sussie Bruce Example Disc and H. Aur for Signature of Own Date EXUM, 54 RUCEW Print Name

Sure of Florida County of Lee

Signed and swom before me on this 14 day of April 2022 BY: Bruce Exum Sc

Identification Ventried: Drivers LICENSE

Outh sygn: XIYes _ [] No

Nuny Stenature

My Commission expires: <u>2/17/25</u>

Assess the base of Provide Assessor II Serie De Constantion Jan Oscial Supres Obstantion

APPLICABLE FEES								
At the TIME of APPLICATION to the PLANNING & ZONING OFFICE;	DUE BEFORE PLAT RECORDATION:							
Sketch Design Plan: \$100	Water Facility Fees: Up to and including four (4) to six (6 Abbreviated on Miner L et an annual							
Preliminary Plat/Construction Plans: \$100 + \$15 per lot	Abbreviated or Minor Lots per parer tract (depending on street type): \$50							
Final Plat: \$100 + \$15 per lot	each; and \$2,500 per lot for any parent tract over the four to sin maximum. All lots subdivided from a tract since December 31, 1998 shall be included in determining when the four (4) to six (6) lot maximum has been reached and when the ful review procedure shall be required.							

SKETCH PLAT or PRELIMINARY PLAT/CONSTRUCTION PLANS or FINAL PLAT WATER FACILITY FEES are DUE PRIOR to APPROVAL of FINAL PLAT BEFORE RECORDATION in the REGISTER OF DEEDS OFFICE.

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Form revised 12-14-15

Work documents/Zoning Applications/Major Subdivision application

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HI.A.2. - Page 11

Disclosure Statement Grading, Drainage, and Erosion Control The Moorings at Albemarle

The residential lots will be graded to provide for proper drainage away from the lot by sheet flow and drainage swales. This will be achieved by grading the lots to provide a gradual slope of one (1) inch of vertical rise for each ten (10 feet) of horizontal distance (.83%) measured from the lot side lines to the center point of the lot. Additionally, a 4':1' slope will be required at the property lines to assure adequate drainage of water away from each lot.

Best Management Practices for sedimentation and erosion control shall be employed prior-to and maintained throughout the construction process. These measures will include silt fences, temporary basins, culverts, energy dissipaters, erosion matting, and seeding in accordance with state and local regulations.






STORM WATER MANAGEMENT NARRATIVE

THE MOORINGS AT ALBEMARLE PLANTATION PHASE 1- PRELIMINARY PLAT

STORM WATER MANAGEMENT LOW DENSITY

Hertford Township, Perquiman's County, North Carolina

April 27, 2022



ENGINEERS, PLANNERS, SURVEYORS & LANDSCAPE ARCHITECTS

107 East Second Street Greenville, NC 27858 (252) 902-5677

NCBELS License No. F-0334



Narrative

Phase 1 consists of 15.65 acres. The overall project site consists of 93.26 acres. All the stormwater runoff generated by this development will be conveyed via proposed drainage swales or by sheet flow established by proposed site grading. Runoff from this will be discharged into the adjacent waters of Perquimans River. This project is located in Hertford of Perquimans County off Muddy Creek Road. It is approximately 12 miles southeast of Highway 17.

The original approved storm water permit SW 7070922 (attached) consisted of 129 single family homes and had 5,555 lf of 18 foot wide asphalt streets. The storm water is collected via lot swales to roadside swales and transported through culverts and swales to the wetlands. Phase 1 of this revised project consist of 15 single family lots and will have 1,129 lf of 18 foot wide asphalt streets.

The permitted total impervious land assigned to the original project is 974,885 sf. This is approximately 24.0% impervious for the area not including the surface of the pond or coastal wetlands. There was 148,977 sf of asphalt roads and a clubhouse and parking of 7,016 sf of impervious area. There is 6,348 sf set aside for the lots. Phase I will require less impervious area than the current permit and will be in keeping with the limits of the permit. There will be 24,305 sf of impervious area in the asphalt roads and 15 lots and a common access easement with 6,348 sf per lot containing a total of 101,568 sf of impervious area. The total impervious area for Phase I is 125,873 sf. This equates to 18,46% impervious which is less than the permitted.

The completed project will include Phase I and consist of one 93.26 acre project area with 42 lots draining via the proposed drainage swales and sheet flow from the surrounding area. The impervious area for the entire project is 318,869 sf and 7.85% which is also less than the permitted impervious area for low density. The watershed breakdown is as follows:

PHASE 1

26
POSED)

6
9
15
32,500 SF
125 LF
15.65 AC
.7 AC
1,129.11 LF
NT
27
32,500 SF
17.92 AC
125 LF
73.74 AC
1,985.45 LF
RE DEVELOPMENT)
42
89.39 AC
1,200 LF

IMPERVIOUS AREA CALCULATIONS PHASE 1

Existing Pavement	0 sf
Existing Walks	0 sf
Existing Buildings	0 sf
New Buildings and drives	101,568 sf
New Roads	24,305 sf
Total	125,873 sf

III.A.2. - Page 18

PAT MCCRORY

Governor

DONALD R. VAN DER VAART

Secretary

TRACY DAVIS

Director

July 27, 2015

Mr. Bruce Exum, Sr. The Moorings at Albemarle, LLC 621 Heron Pointe Circle Virginia Beach, VA 23452

Subject: Stormwater Permit No. SW7070922 Mod The Moorings at Albemarle Low Density Subdivision Permit Perquimans County

Dear Mr. Exum:

The Washington Regional Office received a complete Stormwater Management Permit Application for modification to permit SW7070922 for The Moorings at Albemarle Subdivision on June 24, 2015. Staff review of the plans and specifications has determined that the project, as proposed, will comply with the Stormwater Regulations set forth in Title 15A NCAC 2H.1000. We are forwarding Permit No. SW7070922, dated July 27, 2016, for the construction of the subject project.

This permit replaces all previous stormwater permits issued for this site and shall be effective from the date of issuance until rescinded, and shall be subject to the conditions and limitations as specified therein, and does not supercede any other agency permit that may be required.

If any parts, requirements, or limitations contained in this permit are unacceptable, you have the right to request an adjudicatory hearing upon written request within thirty (30) days following receipt of this permit. This request must be in the form of a written petition, conforming to Chapter 150B of the North Carolina General Statutes, and filed with the Office of Administrative Hearings, 6714 Mail Service Center, Raleigh, NC 27699-6714. Unless such demands are made this permit shall be final and binding.

If you have any questions, or need additional information concerning this matter, please contact me at (252) 948-3923.

Sincerely,

Rog- F 2hopen

Roger K. Thorpe Environmental Engineer

CC:

Rivers & Associates, Inc. Perquimans County Inspections



Energy, Mineral and Land Resources ENVIRONMENTAL QUALITY

STATE OF NORTH CAROLINA

DEPARTMENT OF ENVIRONMENTAL QUALITY

DIVISION OF ENERGY, MINERAL, AND LAND RESOURCES

STORMWATER MANAGEMENT PERMIT

LOW DENSITY DEVELOPMENT

In accordance with the provisions of Article 21 of Chapter 143, General Statutes of North Carolina as amended, and other applicable Laws, Rules and Regulations

PERMISSION IS HEREBY GRANTED TO

The Moorings at Albemarle, LLC

for

The Moorings at Albemarle Subdivision

Perquimans County

FOR THE

construction, operation and maintenance of a 24% low density subdivision in compliance with the provisions of 15A NCAC 2H .1000 (hereafter referred to as the "stormwater rules") and the approved stormwater management plans and specifications, and other supporting data as attached and on file with and approved by the Division of Energy, Mineral, and Land Resources (Division) and considered a part of this permit.

The Permit replaces all previous stormwater permits issued for this site and shall be effective from the date of issuance until rescinded and shall be subject to the following specific conditions and limitations:

I. DESIGN STANDARDS

- 1. This subdivision consists of 129 lots. Each of the 129 proposed lots is limited to a maximum of 6,348 square feet of built-upon area. Also included is 148,977 square feet of asphalt roads and 7,016 square feet of built-upon area for a club house and parking, as indicated in the application and as shown on the approved plans.
- 2. The overall tract built-upon area percentage for the project must be maintained at 24% per the requirements of Section .1005 of the stormwater rules.
- 3. The built-upon areas associated with this project shall be located at least 50 feet landward of all perennial and intermittent surface waters.
- 4. The only runoff conveyance systems allowed will be vegetated conveyances such as swales with minimum side slopes of 3:1 (H:V) as defined in the stormwater rules and approved by the Division.
- 5. All roof drains must terminate at least 50 foot from the mean high water mark.

II. SCHEDULE OF COMPLIANCE

- Swales and other vegetated conveyances shall be constructed in their entirety, vegetated, and be operational for their intended use prior to the construction of any built-upon surface.
- 2. During construction, erosion shall be kept to a minimum and any eroded areas of the swales or other vegetated conveyances will be repaired immediately.
- 3. The permittee shall at all times provide the operation and maintenance necessary to operate the permitted stormwater management systems at optimum efficiency to include:
 - a. Inspections
 - b. Sediment removal.
 - c. Mowing, and re-vegetating of the side slopes.
 - d. Immediate repair of eroded areas.
 - e. Maintenance of side slopes in accordance with approved plans and specifications.
 - f. Maintenance of level spreaders and infiltration areas in accordance with approved plans and O&M documents.
- 4. The permittee shall submit to the Director and shall have received approval for revised plans, specifications, and calculations prior to construction, for any modification to the approved plans, including, but not limited to, those listed below:
 - Any revision to any of the items shown on the approved plans, including the stormwater management system, design concept, built-upon area, details, etc.
 - b. Project name change.
 - c. Transfer of ownership.
 - d. Redesign or addition to the approved amount of built-upon area or to the drainage area.
 - e. Further subdivision, acquisition, or selling of the project area.
 - f. Filling in, altering or piping any vegetative conveyance shown on the approved plan.
- 5. The permittee shall submit all information requested by the Director or his representative within the time frame specified in the written information request.
- No piping shall be allowed except that minimum amount necessary to direct runoff beneath an impervious surface such as a road and that minimum amount needed under driveways to provide access to lots.
- 7. Within 30 days of completion of the project, the permittee must certify in writing that the project's stormwater controls, and impervious surfaces have been constructed within substantial intent of the approved plans and specifications. Any deviation from the approved plans must be noted on the Certification.

- 8. The permittee is responsible for verifying that the proposed built-upon area does not exceed the allowable built-upon area. Once the lot transfer is complete, the built-upon area may not be revised without approval from the Division, and responsibility for meeting the built-upon area limit is transferred to the individual property owner, provided that the permittee complies with the requirements of Section II.12 and II.13 of this permit.
- 9. Deed restrictions are incorporated into this permit by reference and must be recorded with the Office of the Register of Deeds prior to the sale of any lot. Recorded deed restrictions must include, as a minimum, the following statements related to stormwater management:
 - a. The following covenants are intended to ensure ongoing compliance with State Stormwater Management Permit Number SW7070922, as issued by the Division of Energy, Mineral, and Land Resources under NCAC 2H.1000.
 - b. The State of North Carolina is made a beneficiary of these covenants to the extent necessary to maintain compliance with the Stormwater Management Permit.
 - c. These covenants are to run with the land and be binding on all persons and parties claiming under them.
 - d. The covenants pertaining to stormwater may not be altered or rescinded without the express written consent of the State of North Carolina, Division of Energy, Mineral, and Land Resources.
 - e. Alteration of the drainage as shown on the approved plans may not take place without the concurrence of the Division of Energy, Mineral, and Land Resources.
 - f. The maximum built-upon area per lot is 6,348 square feet. The allotted amount includes any built-upon area constructed within the lot property boundaries, and that portion of the right-of-way between the front lot line and the edge of the pavement. Built upon area includes, but is not limited to, structures, asphalt, concrete, brick, stone, slate, and coquina, but does not include raised, open wood decking, or the water surface of swimming pools.
 - g. Filling in or piping of any vegetative conveyances (ditches, swales, etc.) associated with the development except for average driveway crossings, is strictly prohibited by any persons.
 - Each lot will maintain a 50 foot wide vegetated buffer between all impervious areas and surface waters.
 - All roof drains shall terminate at least 50 foot from the mean high water mark.
 - j. If permeable pavement credit is desired, the property owner must submit a request, with supporting documentation, to the permittee and receive approval prior to construction of the permeable pavement.
- The permittee shall submit a copy of the recorded deed restrictions within 30 days of the date of recording.
- 11. If the permittee sets up an Architectural Review Committee or Board (ARC or ARB) to review plans for compliance with the restrictions, the plans reviewed must include all proposed built-upon area (BUA). Any approvals given by the ARC or ARB do not relieve the lot owner of the responsibility to maintain compliance with the permitted BUA limit.

- 12. All stormwater conveyances will be located in either dedicated right-of-way (public or private), recorded common areas or recorded drainage easements. The final plats for the project will be recorded showing all such required easements, in accordance with the approved plans.
- 13. The Director may notify the permittee when the permitted site does not meet one or more of the minimum requirements of the permit. Within the time frame specified in the notice, the permittee shall submit a written time schedule to the Director for modifying the site to meet minimum requirements. The permittee shall provide copies of revised plans and certification in writing to the Director that the changes have been made.
- 14. If permeable pavement credit is desired, the permittee must submit a request to modify the permit to incorporate such language as required by the Division. The request to modify must include a soils report identifying the type of soil, the Seasonal High Water Table elevation and the infiltration rate. Upon the successful completion of a permit modification, the individual lot owners that request to utilize permeable pavements must submit the necessary forms and documentation to the permittee and receive approval prior to construction of the permeable pavement.

III. GENERAL CONDITIONS

- 1. This permit is not transferable to any person or entity except after notice to and approval by the Director. The Director may require modification or revocation and re-issuance of the permit to change the name and incorporate such other requirements as may be necessary. In the event of a name or ownership change, a completed Name/Ownership Change form, signed by both parties, must be submitted to the Division accompanied by the supporting documentation as listed on page 2 of the form. The approval of this request will be considered on its merits, and may or may not be approved.
- 2. The permittee is responsible for compliance with all permit conditions until the Director approves a transfer of ownership. Neither the sale of the project nor the transfer of common areas to a third party, such as a homeowner's association, constitutes an approved transfer of the stormwater permit.
- 3. Failure to abide by the conditions and limitations contained in this permit may subject the Permittee to an enforcement action by the Division, in accordance with North Carolina General Statutes 143-215.6A to 143-215.6C.
- 4. The issuance of this permit does not prohibit the Director from reopening and modifying the permit, revoking and reissuing the permit, or terminating the permit as allowed by the laws, rules, and regulations contained in Title 15A of the North Carolina Administrative Code, Subchapter 2H.1000; and North Carolina General Statute 143-215.1 et. al.

- 5. In the event that the facilities fail to perform satisfactorily, including the creation of nuisance conditions, the Permittee shall take immediate corrective action, including those as may be required by the Division, such as the construction of additional or replacement stormwater management systems.
- The permittee grants permission to DEQ Staff to enter the property during normal business hours, for the purpose of inspecting all components of the stormwater management facility.
- 7. The permit issued shall continue in force and effect until revoked or terminated. The permit may be modified, revoked and reissued or terminated for cause. The filing of a request for a permit modification, revocation and re-issuance, or termination does not stay any permit condition.
- 8. Unless specified elsewhere, permanent seeding requirements for the swales must follow the guidelines established in the North Carolina Erosion and Sediment Control Planning and Design Manual.
- 9. Approved plans and specifications for this project are incorporated by reference and are enforceable parts of the permit.
- 10. The issuance of this permit does not preclude the Permittee from complying with any and all statutes, rules, regulations, or ordinances, which may be imposed by other government agencies (local, state and federal), which have jurisdiction.
- 11. The permittee shall notify the Division in writing of any name, ownership or mailing address changes at least 30 days prior to making such changes.

Permit issued this the 27 th day of July, 2016.

NORTH CAROLINA ENVIRONMENTAL MANAGEMENT COMMISSION

v--->

Tracy E. Davis, PE, CPM Division of Energy, Mineral, and Land Resources By Authority of the Environmental Management Commission

Permit Number SW7070922

3796 June 6, 2022

The Perquimens County Board of Commissioners met in a regular meeting on Monday, June 6, 2022, at 7:00 p.m. in the Meeting Room of the Perquimens County Library located at 514 S. Church Street, Hertford, NC 27944.

MEMBERS PRESENT:	Wallace E. Nelson, Chairman Theima Finch-Copeland T. Kyle Jones None	Fondella A. Leigh, Vice Chair Joseph W. Hoffier Charles Woodard
OTHERS PRESENT:	Frank Heath, County Manager Hackney High, County Attorney	Mary Hunnicutt, Clerk to the Board

Chairman Nelson called the meeting to order. Commissioner Woodard gave the invocation and Chairman Nelson led the Pledge of Allegiance.

<u>AGENDA</u>

Chairman Nelson stated that a copy of the Agenda was at their seats tonight. Fondella A. Leigh made a motion to approve the Agenda as presented. The motion was seconded by Joseph W. Hoffler and unanimously approved by the Board.

CONSENT AGENDA

Chairman Nelson asked if there were any items that the Board wished to remove from the Consent Agenda to discuss. There being none, the following items were considered to be routine and were unanimously approved on motion made by Charles Woodard, seconded by Joseph W. Hoffler.

 <u>Approval of Minutes</u>: Approval of Minutes May 2, 2022 Regular Meeting, May 12 & 26, 2022 Budget Work Sessions, and May 16, 2022 Work Session (cancelled) were approved.

Tax Refund Approval:

3. Personnel Matters:

Employee	Employee	Action	Grade/	New	Effective
Name	Job Title	Required	Step	Salary	Date
Sarah Ownloy	IMC I Working Against IMC II	Appointment	61/3	\$31,380.	06/01/2022
Macey Stockwell	Administrative Assistant for Sheriff's Office	Appointment	60/2	\$29,314	06/01/2022
Chevenne Umphlette	Part-Time/Fill-In Non-Certified Telecommunicator	Appointment	60/1	\$13.75/lir.	05/01/2022
Jennifer Feltner	Part-Time/Fili-In Non-Certified Telecommunicator	Appointment	60/1	\$13,75/hr.	05/01/2022
Makayla Williams	Part-Time/Fill-In Non-Certified Telecommunicator	Appointment	60/1	\$13.75/hc	05/01/2022
Christopher Wharton	Water Plant Operator	Appointment	64/18	\$51.648	06/01/2022
Zachery Hudgins	Full-Time Paramediu	Promotion	68/1	\$20.14/lvr.	07/01/2022
Heather Miller	Paramedic Shift Supervisor	Promotion	70/3	\$23.09/lir	07/01/2022
Sean Tripp	Foll-Time Paramedic	Appolnument	68/1	\$20.14/14.	07/01/2022
Leroya Banks	Certified Deputy/SRO Officer	Resignation		a la la calendaria de la	05/30/2022
Leroya Banks	Part-Time Centfied Deputy	Appointment	65/2	\$16,91/hr.	05/31/2022
Denise A. Stattings	IMC II	Resignation	10000	assign the second	05/18/2022
Kendall Millor	Part-Time/Fill-In Non-Certified Telecommunicator	Resignation			05/19/2022
Tiara Riddick-Himon	IMC III	Resignation	A Contractory		5/31/2022

Stop Increases:

17 1	1 T T T T T T T T T T T T T T T T T T T			
Employee	Employee	Grade/	New	Effective
Name	Job Titte	Sten	Salary	Date
Sherry Schoolt	SW III	69/5	\$46,857	06/01/2022
Julie Shreekengast	BMC II	63/2	\$33,453	06/01/2022
Joe Ann White	SW III	69/7	\$49,201	THE REAL PROPERTY AND INCOME.
Russell Gray, []]	Debutiv Simplif (Certified)	65/3	THE PROPERTY AND A STATE OF A STA	06/01/2022
Tashara Gramby		100000000000000000000000000000000000000		06/01/2022
	Tax Clerk - Collections	58/5	\$28,374	06/01/2022

5. Budget Amendments:

BUDGET AMENDMENT NO. 36 GENERAL FUNDS

	CODE NUMBER	DESCRIPTION OF CODE	AMOUNT INCREASE DECREASE	T
	10-348-000	DSS - State Grants	115,958	
Į	EXPLANATION: To amend P	21/22 budget to include additional LIEAP funds of	approved by the State.	1

BUDGET AMENDMENT NO. 37 GENERAL FUNDS

CODE NUMBER	No Visit divisit and an an an an an an		DUN'T
A COMPANY OF THE OWNER	DESCRIPTION OF CODE	INCREASE	DECREASE
10-348-012	State Grants - Emergency Management	10.260	······································
10-530-340	EM - HSGP Grant	10,260	
EXPLANATION: To amond FY	21/22 budget to include HSGP Grant funds		

Board Reappointments/Resignations/Appointments: The following board reappointments/ resignations/ appointments were approved by the Board;

Name	Board/Committee	Action Taken	Term	Effective Date
Heath, Frank	Coastai Resources Advisory Council	Resignation	100.02005	03/29/2022
McNaught, Ruth	Local Library Board	Resignation		07/01/2022
Spellman, Anishn	Local Library Board	Resignation	1404636	07/01/2022
Heath, Frank W	Local Library Buard	Appointment	4 vrs.	07/01/2022
Aguitar, Judith	Local Library Board	Appointment	4 vrs.	07/01/2022
Reed, Debbie	Recreation Advisory Committee - At Large	Reappointment	3 yrs.	07/01/2022
McLenney, Martina	Recreation Advisory Committee - Hertford	Reappointment	3 yrs.	07/01/2022
Harvey, Virginia	Recreation Advisory Committee - Winfall	Resignation	-33(ca)(a)(3)	07/01/2022
Woodard, Charles	Social Services Board	Reappointment	3 yrs.	07/01/2022

Name	and an of the second seco			Constant and Constant
11001000	Board/Committee	Action Taken	Term	Effective Date
McDonald, Stephen	Tourism Development Authority (Industry Rep)	Reappointment	2 vrs.	07/01/2022

 Juvenile Crime Prevention Council (JCPC) Documentation: The following documentation for the JCPC Grant was unanimously approved by the Board:

NCDPS - Community Programs - County Funding Plan: The Perquimans County Funding Plan shows the breakdown
of the programs the JCPC funding is budgeted for.

Perquimans County

NC DPS - Community Programs - County Funding Plan

Available Funds: <u>\$ \$77,485</u> Local Match; \$<u>\$8,820</u> Rate<u>: 10%</u>

DPS JCPC tonds must be commined with a Program Agroement submitted in NC Alties and electronically signed by automized officials

	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1								ne -
		DPS-	4.0	CALFURDI	Y63	QTHER	ornts	[24 Nga
1	Program Provider	JCPC Funding	Country Cash Match	Locaf Cash Maich	f.neal in. Kind	State/Federat	Foods	Foial	Program Revenuez
1.	Petiguknami Coomy Sekoali- Tees Cauri, Community				n		·		
	Service Ramandon, STOP	\$77,485			58,820			\$66,305	10%
2									
Ť	**************************************				····				
5	TOTALS:	\$77,465			14,800	·····		\$86,363	
			I			·			1035

The above plan was derived through a planning process by the <u>Permimans Compr</u> Invenite Crime Prevention Council and represents the County's Plan for the use of these funds in <u>FV 3022-2023</u>.



Station (Philo Champerson, Jovensie Crime Prevandes Coureii (Date)

Zuer<u>A futiens</u> Chainperson-thear) of County Commissionery (Datr) Ge County Finance Officer

Date
Date

Distributed State Office State

<u>Certification for FY 2022-2023</u>: This is to certify the funding through JCPC for FY 2022-2023.

Juycalle Crime Prevention Council Certification Standards

G.S. 143B-853 allows for a 2-year funding cycle for programs that meet the requirements of the statute and have been awarded funds in a prior funding cycle. Indicate below if the JCPC plans to allow for a 1-year or 2-year funding cycle. 2-Year Funding: FY 2021-2922 and FY 2022-2023

Membership

	(refined and	
А. В. С. D.	Have the members of the Juvenile Crime Prevention Council been appointed by county commissioners? Are members appointed for two year terms and are those terms stuggered? Is membership reflective of social-economic and racial diversity of the community? Does the membership of the Juvenile Crime Prevention Council reflect the required positions as provided by N.C.G.S. §143B-846?	<u>YES</u> <u>YES</u> <u>YES</u> NO
lf n	ot, which positions are vacant and why? Two persons under the age of 21, or member of the public representing the interests of families of at-risk you, seek youth for the upcoming school year.	
	Organization	
Α.	Does the JCPC have written Bylaws?	
в.	Bylaws are	<u>YES</u>
С,	Bylaws contain Conflict of Interest section per JCPC policy and procedure.	<u>On file</u>
D.	Does the 3CPC have written policies and procedures for funding and review?	YES
Ę.	These policies and procedures	<u> </u>
F.	Does the JCPC have officers and are they elected annually?	<u>"Qn file</u>
	a second second second second many many second many many	<u>. YES</u>
	Meetings	
<u>A</u> .	JCPC meetings are considered open and public notice of meetings is provided.	<u></u>
Ω.	is a quorum defined as the majority of membership and required to be present in order to conduct business of	
_	vor e medungay	XE5
С.,	Does the JCPC meet six (6) times a year at a minimum?	
D,	Are minutes taken at all official meetines?	<u> </u>
E	Are minutes distributed prior to or during subsequent meetings	<u>YES</u>
		X <u>ES</u>
Α.	Planning	
<u>n</u> .	Does the JCPC conduct a brenaial planning process which includes a needs assessment, monitoring of	
Β.	programs and mading and caugh process?	YES
С.	Is this Biennial Plan presented to the Board of County Commissioners and to DPS?	YES
С.	Is the Funding Plan approved by the full council and submitted to Commissioners for their approval?	YES
	Public Awareness	
Λ.	Does the JCPC communicate the availability of funds to all public and private nonprofit agencies which serve	
	children or their families and to other interested community members?	
	Ø RFP, Distribution List, and Advertisement attached	
₽.	Does the JCPC complete a minimum of biennial needs assessment and make that information available to	YES
	agencies which serve children or their families, and to interested community members?	
	agonales when serve condren or more primes, and to interested community members?	YES
	No Overdue Tax Debt	
٨.	As recipient of the county DPS JCPC allocation, does the County certify that it has no overdue toy datas, as	
	defined by N.C.G.S. \$105-243.1, at the Federal, State, or local level?	YES
(4) (Q)	By outline the plan for correcting any areas of standards non-compliance. The council continues to work to fill vacant positions.	

 Inter-Agency Conneil Appalutment for FY 2022-2023: This is to certify the inter-Agency Council Members for FY 2022-2023

Juvenile Crime Prevention Conneil Certification Standards

Instructions: N.C.G.S. § 14313-846 specifies suggested members be appointed by county commissioners to serve on local Juvenile Crime Prevention Councils. In certain categories, a designee may be appointed to serve. Please indicate the person appointed to serve in each category and his/ber title. Indicate appointed members who are designees for named positions. Indicate tace and gender for all appointments.

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Specified Members (G.S. 147-33.61)	Name	Title	Designee	Race	Gender
1) School Superimendent or designee	James Bunch	Assistant Superintendent		w	70
2) Chief of Police	n/a			·	104.0
3) Local Sheriff or designee	Shelby White	Sherif?		W	D 1
4) District Attorney or designed	[Kyle Jones	ADA	1	w	174
5) Chief Court Counselor or designce	Ed Haa	Chief		<u> </u>	101
 Director, Local Management Entry/Managed Care Organization (LME/MCO), or designee 	Traccy Webster	soc		b	1'
7) Director DSS or designee	Angela Jordan	CPS//APS Supervisor	80	10	
8) County Manager or designce	frank Beath	Managor		~~ v	<u>_</u>
9) Substance Abuse Professional	Tonya Johnson	Uplift		— <u>°</u>	<u> </u>
10) Member of Falth Community	Wonder Lewis	Pastor		b	·····
11) County Commissioner	Joseph Hoffler	Commissioner		~~ b 1	
12) A Person Under the Age of 21	10000 A.M.	AND			n
 A Person Under the Age of 21, or a 					
member of the public representing the				1	
interests of families of at-risk juveniles	}				
 Juvenile Defense Attorney 	Brandon Belcher	Attorney		17	
15) Chief District Judge or designee	Flon. Meader Harris	District Court Judge	++		<u>m</u>
16) Member of Business Community	Dec Spruce	ARPC		W	<u></u>
17) Local Health Director or designee	Molly Brown	Triple P Coord.		w	······
 Rep. United Way/other non-profit 	Kelly Hoeltzel	Community Care Manager		w	
19) Representative/Parks and Rec.	Howard Williams	Oircelor	-	w	1
20) County Commissioner appointce	Dr. Kanika Griffin	CAO-Student Services			<u> </u>
21) County Commissioner appointee	Eva Anderson	Court Counselor Supervisor		<u>b</u>	<u> </u>
	Michelle Lawrence	Librarian		o w	·····
County Commissioner appointee					
County Commissioner appointee	/ ////////////////////////////////////		-1		
22) County Commissioner appointee 23) County Commissioner appointee	Shatasha Miller	Youth Development	1†	b	f
22) County Commissioner appointee 23) County Commissioner appointee 24) County Commissioner appointee	Shatasha Miller	Youth Development Coordinator		b	f
22) County Commissioner appointee 23) County Commissioner appointee 24) County Commissioner appointee	/ ////////////////////////////////////	Youth Development		1111LILLIN	f
22) County Commissioner appointee 23) County Commissioner appointee 24) County Commissioner appointee	Shatasha Miller	Youth Development Coordinator		b	f

 Miscellaneous Documents: The following miscellaneous documents were unanimously approved by the Board;

 <u>Resolution Supporting the Mid-Currituck Bridge Project</u>: The following Resolution was ananimously approved to support the Mid-Currituck Bridge Project:

RESOLUTION IN SUPPORT OF THE CONSTRUCTION OF THE MID-CURRITUCK BRIDGE AND ITS CONTINUED INCLUSION IN THE STATE TRANSPORTATION IMPROVEMENT PLAN

WHEREAS, the Mid-Currituck Bridge project has been in the development process for over thirty years; and

WHEREAS, the Outer Banks of North Carolinn generates substantial revenue for the State of North Carolina, particularly through tourism, and also serves a role as an nubassador area for the State by introducing hundreds of rhousands of visitors from all over the United States and the world to the many wonders of North Carolina; and

WHEREAS, this revenue and the goodwill that visitors feel towards the Onter Banks and North Carolina is tested annually through frustrations attributed directly to traffic congestion; and

WHEREAS, the purpose of the Mid-Currituck Bridge is to substantially improve traffic flow on the project area's thoroughfares, i.e. NC 12 and US 158, substantially reduce travel time for persons traveling between the Currituck County mainland and the Currituck County Outer Banks, and to substantially reduce the hurricane clearance time for residents and visitors who use US 158 and NC 168 during coastal evacuation; and

WHEREAS, building the Mid-Currituck Bridge will reduce congestion and alleviate delays, thus promoting and enhancing economic development, while bolstering the tourism industry; and

WHEREAS, alternatives to the Mid-Currituck Bridge project have been studied thoroughly and have been rejected in favor of the Mid-Currituck Bridge; and

WHEREAS, in recognition of the viability and need of the Mid-Currituck Bridge, the North Carolina Department of Transportation has demonstrated a commutation to construction of the bridge by placing it in the State Transportation huprovement Plan based on the agency's prioritization process and strong support by local municipalities and the Albemarke Rural Planning Organization; and

WHEREAS, the US District Court for the Eastern District of North Carolina ruled in December 2021 that NCDOT and the Federal Highway Administration bave complied with all applicable federal laws and regulations in planning for the bridge: and

WHEREAS, the court's decision properly affirms the project's compliance with the federal National Environmental Policy Act; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS, PERQUIMANS COUNTY, NORTH CAROLINA, THIS 6th DAY OF JUNE, 2022, that it supports the Mid-Currituck Bridge project and advocates for advancement of this crucial project and its continued inclusion as a founded project in the State Transportation Improvement Plan.

Adopted this 6th day of June, 2022.

Wallace E, Nelson, Chairman Perquimans County Board of Commissioners

ATTEST;

Mary P. Humnicutt, Clerk to Board

b. <u>Special Event Application - duly 4, 2022 - Albemaric Plantation</u>: Albemaric Plantation had provided a Special Event Application Request for permission to shoar freeworks on July 4, 2022 for their July 4* Festivities. The Board unantinously approved their request under the Consent Agenda.

PRESENTATIONS & INTRODUCTION OF NEW EMPLOYEES

- A. The following presentations were made:
 - Vie Williams, NC NENA; Mr. Heath explained that Mr. Williams was unable to attend due to illness so
 he asked Mr. Heath to make his presentation. Mr. Heath requested the Telecommunication employees that
 were present and Jonathan Nixon, Emergency Services Director, to come forward and receive a plaque from
 NC NENA for being named the 2022 Communications Center of the Year. The following
 Telecommunicators represented the center: Andrea Stoner, Crystal Wright, and Krystal Tutwiler. Jonathan
 Nixon, Joseph Hoffler, and Wallace Nelson thanked the employees for a Job well done.

- 2. <u>Recognition of Employees</u>: Beginning this month, the Board felt that it was important to recognize employees reaching their 5th, 10th, 15th, etc. year with the County. Tonight, Mr. Heath recognizes Tashara Gramby, Tax Clerk ~ Collections, who is celebrating her 5th year, and Bill Jennings Tax Administrator, who is celebrating his 10th year in the Tax Department. Each month, the Board will recognize these individuals that have reached these milestones with the County.
- B. Introduction of New Employees: The following new employees were introduced to the Board:
 - Susan Chaney, Social Services: Ms. Chaney introduced Marica Bazemore, IMC I working toward an IMC II, who was hired on May 1, 2022.
 - Bitl Jennings, Tox Department: Mr. Jennings introduced Stacey Ward, Business Personal Property Clerk, who was hired on May 1, 2022.
 Kuthy Trailing, Roard of Reactions May 17, 2022.
 - Kuthy Trelber, Board of Elections: Ms. Trelber introduced Jackie Greene, Director of Elections, who was hired on May 1, 2022. She further explained that Ms. Greene will be taking over her position in July, 2022.
 Jonathan Nixon, Emergency Services: Mr. Nixon introduced Alyssa Polumbo who will be promoted to EMS. Compliance Officient Computer Science (Compliance) (Comp
 - EMS Compliance Officer/Paramedic, on July 1, 2022. She is currently working with Jim Grosjean who will be retiring in July.

Each new employee made a few comments and the Chairman and the Board welcomed them to Perquimans County.

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (NCDOT)

Chairman Nelson recognized William Bridgers, NCDOT Division 1 Engineer. Mr. Bridgers explained that he was not just going to talk about secondary road improvements but he will be presenting everything that NCDOT currently has to offer. He introduced the following staff members that were present tonight:

Ronnle Sawyer, PE – Division Maintenance Engineer Jack Livermann, PE – Assistant Division Maintenance Engineer Randy Midgett, Pf, Division Construction Engineer Gretchen Byrum, PE – Division Project Development Engineer Craig Midgett, EL – Division Planning Engineer David Otts, PE – District Engineer Jim Hoadley ~ County Maintenance Engineer

Mir. Bridges reviewed the following Perquimans County Projects by presenting a PowerPoint presentation:

Delivery Projects From 2020 -- 2029;

		2			
THP/WBS#	Route	Route Name	Project Name/Description	Estimated Costs	Let Date*
BP1-R007	SR 1301	Old Neek Road	Replace Perquimms County's Bridge 710036 on SR 1301	\$607,000	5/3/2023
15BPR.60	US 17	US 17	Rehabilitation of structure US 17 over Perquimans River/14	\$007.000	57.572.023
			J (Southbound Lanes) & 80 Northbound Lanes)	\$4,400,000	1/17/2023
1-6030	US 17	US 17	US 17 (Future I-87) Perquimans County from SR 1101 (East	\$5,000,000	10/15/2024
1			Bear Swamp Road) to US 17 Business. Pavement	+++,000,000	11/2021
			Rehabilitation		
R-58698	US 17	US 17	US 17 at SR 1330 (New Hope Road). Convert at-grade	\$23,700,000	4/17/2029
R-5869A	U\$ 17		intersection to an interchange		
K-2809A	0\$17	US 17	US 17 mt 1336 (Harvey Point Road) and SR 1338 (Wynne	\$36,900,000	8/21/2023
	<u>.</u>		Cork Roads Convert algorade interestion to an interestion)	
Tine dale th	e departmen.	receives and open	\$ Olds for an interaction The contractor last 18 months from a	lig lat days to se	and the second second
		projecis. Same cai	stractors are on time and others are late in completing the projec	4 /2/ 0010 10 COI	upiere me
			the project	f	

Currently Under Construction:

TIP/ WBS #	Route	Route Name	Project Name/Description	Bid Ampunt	Percent Completed	Notes
R-4+67	US 17 Bus	US 17 Business / NC 37	East of Perquinians River Bridge to NC 37 in Heriford. Replace Bridge 710008.	\$56,990,000	71%	Expected availability for traffic in late August
R-5740	SR 1329	Woodville Rouj	SR 1311 (Red Bank Rond) to SR 1300 (New Hope Road). Modernization of road by adding paved 4-ft shoulders, improving drainage, and making cettain readway is built to current NCDOT standards.	\$5,000,000	71%	Contract completion date around 1/28/2023
R-5806	SR 1336	Harvey Point Road	SR 1336 (Harvey Point Road) from US 17 to Churches Lane. Modernization of road by milling, resurfacing, utilizing Full Depth Reelemation in arens, improving drainage, and making certain roadway is huilt to current NCDOF standards.	\$3,600,000	0.0%	Contract completion date around \$/31/2023

County Manager Heath asked if the Harvey Point Road Project include any widening. Mr. Bridges said that it was not massive like Woodville Road & New Hope Road but it will be some widening. He further explained that, with reclamation, you reclaim about a foot outside the current edge of the pavement. This stabilizes the shoulder and minimizes the drop-offs that are caused by vehicles that go off the pavement due to their size. In general, this prevents certain maintenance on these shoulders in the future. Mr. Heath asked about where the paving of 17 will occur on Harvey Point Road. Mr. Bridges' staff answered Mr. Heath's guestion.

Resurfacing Contract Years 2021 & 2022:

The following roads are under resurfacing contracts in 2021 & 2022;

Davenport Lane

- Riverview Drive, Willow Street, Linden Street, Hickory Street, Maple Street, & Cypress Street
- Foliday Island Road
- Belvidere Road, Belhany Church Road, Lake Road, Chapanoke Road, Foreman Bundy Road
- Creek Drive
- > US 17
- Gregory Lane, Kennedy Drive, Martin Lane

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Mr. Bridges explained that these are the roads that are under contract to be resurface. The projects have been letted and they have 18 months to complete the work. Therefore, these projects may not be completed in FY 2021-2022. Mr. Bridges explained the situation about the replacement of the Alligator River Bridge to allow maritime vehicles to go under the bridge without opening up the bridge. The have applied for several grants and it looks like that they have a good chance of getting this done. Mr. Heath asked about the completion date for the S-Bridge replacement. Mr. Bridges staff answered his question and Mr. Bridges added that they are hoping to have it open before school opens in August, 2022.

Chairman Nelson stated that, since a number of members of the Hertford Town Council were present, he asked their members if they had any questions for Mr. Bridges. The following questions were asked by the Hertford Town Council:

- Mayor ProTam: Mr. Hodges asked about the burying of the Hertford Utilities. Is this still under consideration. Mr. Bridges said that he was going to have to rely on Randy Midgett, PE, Division Construction Engineer, and David Outs, PE -- District Engineer, to answer that question because Mr. Bridges was working in another NCDOT Division when those discussions were held. His staff said that, if the Yown of Hertford requested that and it was not included in the proposal costs, then the Town of Hertford would be required to pay the difference. For instance, if they were going to install the water lines which were 4 inch but the Town wanted as 8 inch, then the Town would pay for the cost difference between the 4 inch and the 8 inch pipes.
- Mayor Brown: Mayor Brown asked if there will be lights on the new S-Bridge. Mr. Bridges staff member said ÷ that there would be lights similar to the previous lights but it will not be down the length of the bridge. They will only be on the section that currently had lights. Mayor Brown also stated that she understood that there would be a sidewalk from the Town of Hertford to the end of what used to be the causeway so that their residents can walk on the bridge. Previously, the residents did not walk on the causeway but, now that there will be a sidewalk on the bridge, it seems feasible that they would have lights on the whole bridge in case they would be walking on the bridge at night. Chairman Nelson said that the Town of Hertford and NCDOT would need to discuss that. Mr. Bridges agreed and said that he understood her question and feels that the Town of Hertford and NCDOT would need to discuss that matter.
- 2 Interim Town Mannger Cole; Ms. Cole stated that she understood that there would only be a bridge tender for the first year. After that, it will be handled remotely, NCDOT staff said that they have the infrastructure in the building to do this but it has to be approved by the Coast Guard. Previously, the residents did not walk on the causeway but, now that there will be sidewalks on the bridge, it seems feasible that they would have lights on the whole bridge in case they would be walking on the bridge at night. Mr. Bridges said that be understood her question and feels that the Town of Hertford and NCDOT would need to discuss that matter.

There being no further questions from the Town of Hertford, County Manager Heath asked a question about resurfacing throughout the County. Are the decisions on the resurfacing projects decided entirely by the local staff. Mr. Heath was asking the question because he was wanting to know about Long Beach Drive. There are not many houses on that road. Mr. Bridgers has investigated that road and honestly with the number of roads that we have in the County it is difficult to decide on the ones that will be resurfaced. Mr. Bridgers and his staff have investigated this road and they are going to do some mechanical patching to try to bring the road up to better condition so that they can fit it into their multi-year program in the next couple of years. They do see the need for repairs there and are going to try to get included in their program within the next couple of years. There being no further questions, Chairman Nelson thanked Mr. Bridgers and his NCDOT staff for coming and making this presentation tonight. He also thanked them for all the work that they do for Perquimans County.

MARK BARDILL, ZACCHAEUS LEGAL SERVICES (ZLS)

Chairman Nelson recognized Mr. Bardlil, who gave an update on the County's foreclosures. He reviewed the following items;

- ۶ He explained his timeline - first met with County in December, 2020.
- He explained his process. Their first assignment was begin on September, 2021.
- He explained the status of all parcels in the program: He said that they had 16 closed cases thus far.
- ¥ They will continue to work diligently to assist with their forcelosures.

Chairman Nelson recognized Bill Jennings, Tax Administrator, who made the following comments,

- Since the beginning of this contract, the Tax Office has received 16 payoffs a lot of them were within the 2
 - \$10,000 range dated back to 2011. It is working because they are getting in touch with these property owners.
- γ. Our current collection percentage rate is 97,4%,

Commissioner Leigh asked Mr. Jennings that if they cannot locate the people who are delinguent since 2011, is there anything that the County can do to collect those delinquent taxes? They do everything that we can do legally to collect these taxes. If we cannot locate them, there is really nothing else we can do. Ms. Tashara Gramby, who was here earlier in the meeting, does everything that she can do to locate these individuals. Chairman Nelson thanked Mr. Jennings and his staff for what do to try to collect these taxes.

PRESENTATION OF FY 2022-2023 BUDGET

County Manager Heath presented the following FY 2022-2023 Budget Message:

June 6, 2022

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

I respectfully submit the proposed budget for Perquiments County for the Fiscal Year 2022-2023. The budget has been prepared in accordance with the North Carolina Local Government Budget and Fiscal Control Act. The budget identifies the estimated revenues and expenditures for the Fiscal Year 2022-2023.

Proposed Tax Rate

As in years past, the County's budget process calls for department heads and other agencies to submit budget requests to the County Manager. In total, the requests amounted to approximately \$20.1 million. That's almost \$1 million dollars more than anticipated revenues for the upcoming fiscal year. The tax rate would have to be 7 cents higher to fully fund all requests of Perquimans County for the next year.

Total taxable value increased from \$1,370,420,692 to \$1,416,482,867 or 3.36%. This is the highest percentage growth in ad valueren taxable value in over 10 years. Sales lax revenues are expected to increase by over \$150,000 from fast year's budgeted amount. Another positive note is that I project that we're going to use little if any of the \$1,435,918 budgeted fund balance appropriation from the fiscal year 21/22 budget. The proposed FY 22/23 budget allocates \$0 out of fund balance.

Perquimans County will continue to make substantial investments in public safety, capital projects and personnel. Despite this, the tax rate for fiscal year 22-23 will remain 61 cents per hundred dollars of value.

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

rergunnans-	Gi cenis per hundred
Gates-	79 cents per hundred
Camilen	83 cents per hundred
Chawau-	75.5 cents per hundred
Pasquoiank-	77 cents per hundred (expected to decrease due to revaluation)

General Food Budget Summary

The General Fund budget is \$19,107,570 for 2022-2023, an increase of \$425,096 from the current year's amonded budget of \$18,682,474.

General Fund Revenues

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

Sales tax revenues are the second largest source of County general fund revenues. Budgeted sules tax revenues are projected to increase by a total of \$150,000 compared to last year's budgeted amount, for a total of \$2,100,000.

\$500,000 is forecast to be added to Perquiments' sales tax affectation to reflect the additional services taxed by the General Assembly in 2016. This is an increase of \$60,000 from Inst fiscal year's proposed budget. Medicald hold harmless payments from the State, which are tied directly to sales tax calculations, are projected at \$375,000 this year, on increase of \$25,000. Expected Land Transfer Tax revenues in FY 2022-23 are \$650,000, an increase of \$100,000.

General Fund Expense

Most of the departmental operating budgets remain similar to the current budget year. There will be a significant increase in fuel costs for the apcoming year across all budgets. By way of comparison, the largest General Fund expenses by department or agency are as follows:

<u>Department/Agency</u>	<u>Proposed 5'Y 22-23</u>	<u>% of Total GF Builger</u>
Perquimons County Schools	\$4,411,603	23,1%
Social Services	\$2,646,404	13,9%
Sheriff Department	\$2,527,779	13,2%
Emergency Medical Services School Funding	\$2,102,252	13.296

As presented by the Board of Education and school staff earlier this spring, the Perquimans County School System Inst requested \$3,523,868 for school current expense, an increase of \$523,868 over last year's County appropriation of \$3,000,000. This represents a 17% requested increase from the provious fiscal year's budget allocation. The local current expense requested increase centers mostly around additional personnel, benefit costs and utility increases.

The proposed FY 2022-23 County budget increases the local current expense budget to \$3,100,000. This continues a significant commitment by the County Board of Commissioners to fund instructional services, support services, athletics, maintenance and utilities. The school capital ontiay budget remains \$475,000.

Building and Facility Initiatives/Capital Outlay

Perquimans will invest in various building and capital initiatives this year. Such expenditures include:

- Sheriff: Two Dodge Charger patrol cars, one SUV, 4 office computers, ballistic vests,
- Emergency Services: LifePak 15 cardiac monitor, Lucas chest compression device, 2 Powerlead Rail systems, PowerPro cot, EMS bay Roor coating, 911 Center tower lighting upgrades, floor replacement throughout the Emergency Services Bailding, a new Quick Response Vehicle for Emergency Management, electrical and lighting work for the bays, repainting and roof coating on storage buildings
- Senjor Center: Painting interior sections of the Center, rock landscaping around building exterior, replacement of 9 computers, paging system and new folding chairs.
- Recreation; includes funds for tennis court construction, cabinet repairs in the concessions stand, new scoreboards for the baseball and softball fields.
- Inspections: New pickup truck
- County-wide: IT infrastructure and cyber-security opgrades.

Personnel

The proposed FY 2022-23 budget contains a 3% cost of living adjustment to the salary schedule based on inflationary pressures in the economy. Steps and merits are active for this budget as well,

Included is a 2% 401k match for employees

Perquimane County participates in the State Health plan, and health insurance rates are projected to cost \$672 per employee per month. The rate of \$672 monthly includes a projected 6% increase in rates and \$25 per month per employee that the State charges employees for the base 70-30 plan. The health benefit alone adds a value of over \$8,000 to each employee's compensation package, so it remains a significant benefit to County workers

The North Carolina Local Government Employees Retirement System employers' contribution will increase to 12.15% from 11.42% for FY 22-23.

This budget includes several new positions. The Sheriff's office budget includes a new deputy for County service because an existing deputy will assume the code enforcement officer position. The current code enforcement officer will assume an inspector role within the Building Inspector's office. EMS will receive two additional full-time parametic positions as the County tries to become less dependent upon parttime employees who work full-time for other agencies. The Department of Social Services budget includes one Social Worker + position. The Senior Center has a part-time worker for the afternoon hours included in their budget.

Other Noteworthy Items

- Funding for the County Fire Departments increases to \$80,000 each, up \$2,500 per department from last year.
 - Funding for the Pergulmans County Library increases to \$202,695. This is an increase of \$11,483.
- \$30,000 for code enforcement/house removal.
- Albemaric District Jail remains a considerable expenditure, at \$650,064.

Water Fund

Perquintums continues to make significant investment in its overall ability to provide water to its customers. Perquintans will continue to purchase 130,000 gattons of reverse osmosis water from Pasquotank County that services customers on the Winfall plant side. The bulk water rate that Pasquotank County charges is \$7.77 per thousand gallons.

Water rates will remain at \$17.50 for a minimum bill and \$9 per thousand after the first thousand. There is a total increase in the budget projected of \$74,184. I've included approximately \$125,000 for additional radio read meters and a \$99,500 allocation for water tank maintenance. I've also included \$120,000 again for the Weedville Road betterment costs since the project did not finish last fiscal year. This will not be a recurring expense once completed. Other capital expenditures include an upgrade of the Wolfman Jack pumping station to increase capacity on the Bethel plant side, replacement of softener media at the Winfail plant; a new half-ten truck; and permits, designs, spees and plans for the discharge relocation on the Winfall plant side.

The total water fund budget for the Fiscal Year 2022-23 is \$2,578,900.

Solid Waste Fund

The proposed solid waste fee for PY 22-23 is \$160, a \$10 increase from last fixed year. This fee covers the cost of operating the five Conventiones Site locations, the County's portion of the Perquimans-Chowan-Gates Transfer Station operating cost, and the tipping fee for the County's solid waste at the private landfill in Bertie County. All of these operational costs have increased over the past couple of years,

3802 June 6, 2022 continued

particularly in hauling costs this year due to high fuel prices. We've made significant capital improvements to our sites, including additional compactors. The total solid waste fund budget is projected at \$1,096,650.

I'd like to thank the Department Heads for their stewardship in this budget process. I would also like to thank the Board of Commissioners for your involvement in the budget discussions and for making difficult, but important decisions on behalf of the citizens of Perquimans County. Finally, Pd Hice to thank County staff: Tracy Mathews Pinauco Officer, Mary Hunnicut-Clerk to the Board, and Bill Jennings and Kim Bray of the Tax Office, for their assistance and guidance in this process,

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

At the request of the Chairman and Board of Commissioners, a public hearing has been scheduled for Monday, June 20, 2022, at 7:00 p.m. in the Perquimmas County Library for public comment and to consider adoption of the budget. Submitted by:

W. Frank Heath, HI

County Manager/Budget Officer

UPDATES FROM COUNTY MANAGER

County Manager Heath presented the following updates:

- > Fire Departments Mr. Heath congratulated the Bethel Fire Department for completing their fire inspection and they are We are heping that the same will happen for Bethel Fire Department. Chairman Nelson thanked the Fire Department for receiving their rating from 5/98 to be effective September 1, 2021. This is great news for people living this district in that it should help to reduce their insurance rates. efforts in obtaining the new ratings.
- Perguinnans County High School Baseball Team: Mr. Heath wanted to publicly congratulate the Perguinnans County High 7 School Baseball Team for winning another State Championship. He is sure that we will be hearing from them soon. <u>Marrine Park Busin</u>: Mr. Heath reported that the bids for the project will be opened on June 9, 2022. What started out as a 12-
- month project is now an 18-month project due to increases in costs. *
- Presentation: On May 10, 2022, Senator Steinberg and Representative Goodwin presented a check to the County for the Marine Park Basin Grant.
- NCACC District Meeting: Mr. Fleath attended the NCACC District Meeting on May 5, 2022. They had an opportunity to bring up their concerns and talk with our congressional membership. County Assembly Day: This will be held on June 14, 2022. This will also give the attendees an opportunity to meet with our
- congressional representatives. * Inter-County Public Transportation Authority (ICPTA): Mr. Heath reported the ICPTA has delivered the van that they were
- donating to our senior citizens department and we are in the process of changing ownership from Albemark Regional Health Services to Perquimons County.

COMMISSIONER'S CONCERNS/COMMITTEE REPORTS

There being no commissioner's concerns or committee reports, Chairman Nelson moved forward with the meeting

BACKUP PSAP AGREEMENT

Chairman Nixon recognized Jonathan Nixon, Emergency Services Director, who presented the Backup PSAP Agreement between Perquimans County and Chowan County. Mr. Nixon explained the changes from the current agreement to this new agreement. On motion made by Joseph W. Hoffler, seconded by Charles Woodard, the Board unanimously approved the following Agreement:

STATE OF NORTH CAROLINA COUNTY OF CHOWAN & COUNTY OF PERQUIMANS INTERLOCAL AGREEMENT FOR BACKUP PSAP

This Agreement, made this 6th day of June 2022, by and between the County of Chowan (herein Chowan) and the County of Perquimans (herein Perquimans), for the purpose of ensuring a functional Backup Public Safety Answering Point (PSAP) for both parties;

WITNESSETH:

WHEREAS, Chowan and Perquimans are both bodies corporate and political existing pursuant to the laws of the State of North Carolina:

WHEREAS, Chowan and Perquinans are currently engaged in operating and maintaining respective county-wide "911 communications

WHEREAS, Chowan and Perquimans are desirous of ensuring that any citizen utilizing the "Emergency 911" system in Chowan County or Perquimans County have their call answered as promptly and efficiently as possible; and

WHEREAS, during times of natural disaster and other impredictable events, a county's 911 communications system may be temporarily disabled; mc

WHEREAS, each party hereto recognizes the economy and benefits of utilizing the other's 911emergency communications system temporarily and facilities for a longer term; and

WHEREAS, the parties desire to set forth in this Agreement the terms by which Chowan and Perquimans may utilize the other's 911 emergency communications centers for the benefit of the people of Chowan and Perquinans Counties; and

NOW, THEREFORE, in consideration of the terms, conditions, and covenants expressed therein, the parties agree as follows:

1. PURPOSE OF AGREEMENT

The purpose of this Agreement is to confirm the understanding of the parties' responsibilities and obligations whereby Chawan willizes Perquimans as its Backup 911 Center, currently located at 159 Creek Drive is Hertford, NC, during such times as Chowan may experience failure of its primary 911 Center, and Perquimans utilizes Chowan as its Backup 911 Center currently located at 305 West Freenason Street In Edenton, NC, during such times as Perquinans may experience failure of its primary 911 Center, subject to the terms of this Agreement as set forth below.

2. RESPONSIBILITIES OF CHOWAN

2.1 Chowan agrees to provide a physical location for placement and use of equipment needed for Perquimans to function as their 911 Center. Chowan agrees to provide enough space for three (3) workstations.

2.2 Chowns agrees to provide autenna space for Perquimans to install necessary radio equipment.

2.3 Chowan agrees to provide space in his recording system to capture all Perquimans telephone and radio traffic during a Perquimans failure at Perquimans' expense,

2.4 Chowan agrees to provide data connectivity (interact) at the Chowan location for Perquimans data use.

2.5 Chowno agrees to maintain its 911 Center facility operationally functional and up to date as possible.

2.6 Chowan agrees to provide key or other methods of access to Perquimans so that Perquimans will have access should a failure occur in Perquimans

2.7 Chowan agrees to give the Perquimans 911 Director as much advance notice as practicable under the then existing circumstances of hts need and intent to operate within the Perquimans facility.

June 6, 2022 Continued Page **8** 3803

2.5 Chowan agrees to process all Perquimants calls during a catastrophic failure until which time Perquimun's personnel can reach the backup 911 Center and resume operations

2.9 Chowan agrees to work with Perquimans to help train Perquimens telecommunicators in dispatch methods for Chowan

2.10 Chowan agrees to keep confidential any information received, held or transmitted which is defined as confidential under state or federal

3. RESPONSIBILITIES OF PERQUIMANS

3.1 Perquimans agrees to provide a physical location for placement and use of equipment needed for Chowan to function as their 911 Center. Perquinians agrees to provide enough space for three (3) workstations

3.2 Perquimans agrees to provide antenna space for Chowan to install necessary radio equipment.

3.3 Perquimens agrees to provide space in its recording system to capture all Chowan telephone and radio traffic during a Chowan failure at

3.4 Perquimans agrees to provide data connectivity (internet) at the Perquimans location for Chowan data use.

3.5 Perquimans agrees to maintain its 911 Center facility operationally functional and up to date as possible.

3.6 Perquinnus agrees to provide key or other methods of access to Chowan so that Chowan will have access should a failure occur in Chowar

3.7 Perquimans agrees to give the Chowan 911 Director as much advance notice as practicuble under the then existing circumstances of its need and intent to operate within the Chowan facility.

3.8 Perquimans agrees to process all Chowan calls during a catastrophic failure until which time Chowan personnel can reach the backup 911 Center and resume operations.

3.9 Perquimans agrees to work with Chowan to help train Chowan telecommunicators in dispatch methods for Perquimans

3.10 Perquimens agrees to keep confidential any information received, held or transmitted which is defined as confidential under state or

4. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the internal laws of the State of North Cambina, without reference to any conflict or choice of laws provision which would operate to make the internal laws of any other jurisdiction applicable.

5. WARRANTY

The parties bereto warrant and represent that they have full authority under applicable law to participate fully in this Agreement and all of its several provisions.

6. MODIFICATION

This Agreement shall only be modified, amended or supplemented, by a written instrument signed by both parties to this Agreement.

7. SEVERABILITY

If any provision, paragraph or subparagraph of this Agreement is adjudged by any court of law to be void or unenforcenble, in whole or in part, such adjudiention shall not be deemed to affect the validity of the remainder of the Agreement, including any provision, paragraph, or subparagraph. Each provision, paragraph and subparagraph of this Agreement is declared to be separate from every other provision, paragraph and subparagraph and constitutes separate and distinct covenant.

8. HEADINGS

The headings in this Agreement are inserted for convenience only and shall not be considered in interpreting the provisions hereof.

9. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect so the subject matter hereof. This Agreement supersodes any and all other agreements, whether oral or in writing, between the parties with respect to the subject matter hereof.

The term of this Agreement shall commence upon execution by both parties on July 1, 2022 and will continue for a period of five (5) years. 11. TERMINATION

Either party may terminate this Agreement by delivering to the other party n notice of its intent to terminate twelve months prior of the end of the noticing party's fiscal budget year. However, if either party terminates the Agreement prior to the expiration of the five (5) year term, the terminating party shaft reimburse the North Carolina 911 Board based on any funding received by the other party. This reimbursement would be only if repayment is required by the N.C. 911 Board,

12. NOTICES

All notices shall be given in writing and sent registered or certified mail, return receipt requested, and shall be addressed as follows:

Chowan County Sheriff PO Box 78

Edenton, NC 27932

Perquimans County Emergency Services Director PO Box 563

Herrford, NC 27944

13. BINDING EFFECT

This Agreement shall be binding upon and insite to the benefit of the parties and their successors and assigns.

14. NON-DISCRIMINATION

Neither party hereto shall discriminate on the basis of race, religion, cread, color, gender or national origin,

15. OTHER AGREEMENTS

Nothing herein shall prevent either party to this Agreement from entering into other agreements or memoranda of understanding with other counties or local governmental entities in relation to the same subject matter herein.

16. RÉMEDIES

This Agreement shall be enforceable by each party by all remedies available at law or in equity. Failure or deby to exercise any right, remedy or privilege hereunder shall not operate as a subsequent enforcement.

(SIGNATURES AND ACKNOWLEDGEMENTS ON FOLLOWING PAGE)

IN WITNESS WHEREOF, Chowan and Perquimans have caused this Agreement to be approved or ratified in the manner prescribed by law, and have authorized execution by the officers below

This instrument has been pre-audited in the manner required by the local government budget and fiscal control act.

Chowan County Finance Officer

Time

CHOWAN COUNTY

Date

ATTEST-

Bob Kirby, Chairman

Susanne Stallings, Cierk

[seal]

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NORTH CAROLINA COUNTY

a Notary Public in and for the aforesaid County and State, do hereby certify that
 (insert name of person attesting above) personally appeared before me this day and acknowledged that she is
 of the County of ________, the foregoing instrument was signed in its corporate name by its Manager, sealed with its corporate
 sent, and attested by herself as Clerk (if that's the tilt the one attesting is).

Witness my hand and Notarial Seal, this _____ day of ______ Z022

My Commission expires:

Notary Public

This instrument has been pro-audited in the manner required by the local government budget and fiscal control not.

Perquimans County Finance Officer

Date

Time

PERQUIMANS COUNTY

Wallace Nelson, Chairman

ATTEST:

(seaf)

Mary Hunnicutt, Cierk

NORTH CAROLINA

Witness my hand and Notarial Seal, this _____ day of _____ 2022

My Commission expires: ____

Notary Public

PUBLIC COMMENTS

There were no public comments.

CLOSED SESSION: TO CONSULT WITH OUR ATTORNEY REGARDING REAL PROPERTY AND CLOSED SESSION MINUTES

Chairman Nelson stated that, pursuant to NC General Statute 143-318.11(5), the Board went into Closed Session to consult with our attorney regarding real property and closed session minutes. On motion made by Joseph W. Hoffler, seconded by Charles Woodard, the Board unanimously voted to go into Closed Session.

The Closed Session was adjourned and the Regular Called Meeting reconvened on motion made by Charles Woodard, seconded by Fondella A. Leigh, and unanimously approved by the Board.

No action was required from the Closed Session

ADJOURNMENT

There being no further comments or business to discuss, the Regular Meeting was adjourned at 8:45 p.m. on motion made by Fondella A. Leigh, seconded by Charles Woodard.

Wallace E. Nelson, Chairman

Clerk to the Board

SPECIAL CALLED MEETING June 20, 2022 7:00 p.m.

The Perquimans County Board of Commissioners met in a SPECIAL CALLED MEETING on Monday, June 20, 2022 at 7:00 p.m. in the Meeting Room of the Perquimans County Library located at 514 S. Church Street, Hertford, NC 27944.

	Wallace E. Nelson, Chairman Thelma Finch-Copeland Charles Woodard	Fondella A. Leigh, Vice Chair Joseph W. Hoffler
MEMBERS ABSENT:	T. Kyle Jones	
	Frank Heath, County Manager Tracy Mathews, Finance Officer	Mary Hunnicutt, Clerk to the Board

Chairman Nelson called the meeting to order. Commissioner Finch-Copelarid gave the invocation and the Chairman led the Pledge of Allegiance. Chairman Nelson explained that this Special Called Meeting was scheduled to hold a Public Hearing for the FY 2022-2023 Budget.

PUBLIC HEARING -- FY 2022-2023 Budget

Chairman Nelson opened the Public Hearing stating that the purpose of the public hearing was to receive public comments on the proposed FY 2022-2023 Budget. There were thirteen (13) people present. County Manager Heath stated that he had presented the Budget Message at the June 6, 2022 meeting and that he had no further comments. Mr. Nelson asked if anyone had signed up to speak or sent in their comments. Mary Hunnicutt, Clerk to the Board, forwarded a copy of the signup sheet and stated that no one had sent written comments:

- Pete Perry: After his introductory remarks regording the state of the current economy. Mr. Perry asked what we are going to do next year if things continue as they are. He said that he would like to see the Board adopt a continuous resolution tonight. What this would mean is that you would approve year's budget and as funds come in this year the items can be funded during your regular Countrisistoner meetings. He said that here are several types of people who are burting during this time people on fixed incomes, senior citizens, etc. In addition, Mr. Perry wanted to discuss two items in the budget: (1) an English teacher for the high school; and (2) a new Sheriff's Office vehicle. He feels that funding this position for the high school is too late. It should be funded for the 6th or 7th grade. Then when they get to high school, Mr. Perry fields that they do not need them to go around and serve papers. He recommends that they buy one \$60,000 electric car this year and another one next year. He doubts that his recommendations will be considered but he is standing on the bow of the ship again.
- Keith Nowell: Mr. Nowell wanted to address the Marine Basin Project. He said that he understood that the project was going to cost \$4 million dollars and the State was going to pay that. He heard tonight that the project was going to cost \$6.8 million. If so, it has gone over bridget and understands why with the price of construction materials escalating. With that being said, he asked if it was feasible to do the project right now.

Chairman Nelson thanked them for their comments and asked if anyong in the audience had any comments or questions. There being none, Chairman Nelson closed the public hearing at 7:05 p.m.

AGENDA

On motion made by Fondella A. Leigh, seconded by Charles Woodard, the Board unanimously approved the Agenda.

FY 2022-2023 YEAR-END BUDGET AMENDMENTS

Chairman Nelson explained that these budget amendments are to sure up the FY 2021-2022 budget and recognized Mr. Heath for more information. Mr. Heath recognized Tracy Mathews, Finance Officer, who presented the Budget Amendment Numbers 38 - 41 for Board approval. She explained that the revenues came in better than was budgeted and she was able to pull these funds from the budget and not the fund balance this year. She is recommending approval and asked if there were any questions. Chairman Nelson asked if there were any questions or comments about the FY 2021-2022 Year-End Budget Amendments. There being none, Joseph W. Hoffler made a motion to approve the following Year-End Amendments. The motion was seconded by Fondella A. Leigh and unanimously approved by the Board.

		AMO	UNT
CODE NUMBER	DESCRIPTION OF CODE	INCREASE	DECREASE
10-345-000	Local Option Sales Tax 1%	9,000	
10-420-040	County Manager - Professional Services	4,000	11.112 2012
10-420-160	County Manager - Maintenance/Repair Equip	5,000	
10-430-030	BOE - Board Pay		2,000
10-430-031	BOE - Election Workers		5.000
10-430-210	BOE - Building Rent		1.600
10-345-005	Local Option Sales Tax Rural	4,725	1.000
10-430-020	BOB - Salaries	5,000	
10-430-032	BOE - PT Safaries	5,025	
10-430-050	BOE - FICA	1,100	an on the
10-430-060	BOE - Group Insurance	2,000	
10-430-070	BOE - Retirement	200	
10-301-000	Ad Valarem Taxes - Budget Year	17,450	
10-450-140	Tax - Travel	17,420	× 000
10-450-071	Tax - 401K Motch		5.000
10-450-740	Tax - Capital Outlay		600
10-450-020	Tax - Salaries	2,000	2,000
10-450-030	Tax - Lister/Temp Clerk	1.700	
10-450-060	Tax - Group Insurance	1,350	
10-450-040	Tax - Professional Services	20.000	
10-348-029	Management Emity Fees	TTTTTTTTTTTTTTTTTTTTTTTTTTTTTTTTTTTTTT	
10-450-450	Management Entity Pees	3,000	
V PANTAL		3,000	
10-348-026	Drainage frees	4,000	
[0-450-45]	Drainage Pees	4,000	
10-345-000	Local Option Sales Tax 1%	13,000	W14.0
10-450-452	Tax - State NCVTS	10,000	
10-450-280	Tax - Refunds	3.000	10010
10-356-000	Register of Deeds Fees	4.062	
10-480-050	ROD - FICA		1.000
10-480-060	ROD - Group Insurance	1,662	1.000
10-480-071	ROD - Supplemental Pension Fund	400	n
10-480-453	ROD - Floodplain Map Fee	520	
10-480-454	ROD - Archives Mgmt	500	
10-480-435	ROD - Senate Bill 202	500	
10-480-740	ROD - Capital Outlay	1,000	·~
10-480-160	ROD - Maintenance/Repair Equipment	500	
10-345-000	Local Option Sales Tax 1%	8,000	
10-345-005	Local Option Sales Tax Rural	23,000	
10-500-050	Bldg Mnint - FICA	23,000	
10-500-020	Bldg Moint - Salaries		42,000
10-500-061	Bidg Maint - Retirees Hosp		
10-500-031	Bidg Maint - Contract Work	15,000	5,000
10-500-032	Bidg Maint - Cleaning Contracts	13,000	
10-500-150	Bidy Maint - Maint/Repoir Bldy	45,000	
10-500-170	Bldg Maint - Automotive Maintenance	3,500	n///

BUDGET AMENDMENT NO. 38 GENERAL FUND

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CODE NUMBER	DESCRIPTION OF CODE	INCREASE	
10-345-000	Local Option Sales Tax 1%	102,600	DECREAS
10-510-060	Sheriff - Group Insurance	102,000	
10-510-070	Sheriff - Retirement		3,000
10-510-020	Sheriff - Subries		13,000
10-510-050	Sheriff - FICA	30,000	
10-510-170	Charles A Charles A	1,000	
10-510-310	Sheriff - Maintenance/Repair Vehicles	35,000	
10-510-510	Sheriff - Automotive Supplies	50,000	17. Wei - Will
10-310-110	Sheriff - Telephone/Postage	2,000	
10-510-335	Sheriff - Canine Supplies	600	
10-351-000	Office - Sheriff Fees	100 P. 10 P.	11-12-01
10-510-450	Sheriff Concealed Permits	10,000	
THE REAL PROPERTY AND A RE		10,000	
10-345-000	Local Option Sales Tax 1%	13,800	
10-511-071	Dispatch - 401K Match		7474
10-511-070	Dispatch - Retirement		400
10-511-061	Dispatch - Retirees Hospitalization		7.000
10-513-020	Dispatch - Salaries		2,000
10-511-030		15,000	
10-511-050	Dispatch - PT Salaries	5,000	
10 511 000	Dispatch - FICA	2,200	
10-511-060	Dispatch - Group Insurance	1,000	
10-348-012	State Grants - Emergency Management	Construction of the second secon	
10-530-334	Emergency Management - COOP/COG	3.845	
10-360-000		3.845	
	Ambulance Fees	150,500	NITO 141
10-592-030	EMS - PT Salaries		30,000
10-592-020	EMS - Salaries	100,000	
10-592-041	EMS - Professional Billing Contract	25,000	
10-592-050	EMS - FICA	2.500	
10-592-070	EMS - Retirement		
10-592-170	IZMS - Maintenonce/Vehicles	13,000	
10-592-310	EMS · Antomotive Supplies	25,000	
THE STANLES		15,000	
10-360-000	Ambujance Fees	1,000	
10-600-040	Medical Examiner - Professional Services	1,000	nu
10-361-000	Medicaid Utilization Plan	TTOTAL CONTRACTOR OF THE PARTY	
10-592-043		10,000	
	Medicaid Utilization Plan	10,000	
10-348-000	DSS - State Grants	10,000	
10-610-150	DSS - Maintenance/Repair Building	10,000	
10-345-005	Local Option Sules Tax Bural		
10-610-335	Lo More W. S. 10	1,500	
and the second sec	In Flome II & III	1.500	
10-660-140	Senior Center - Travel		1.210
10-660-334	Senior Center - Programs		
10-660-020	Senior Center - Salaries		1,300
10-660-050	Senior Center - FICA		1.000
10-060-030	Senior Center - PT Salaries		600
10-660-060	Sumor Conter - r i Salaries	3,000	
	Senior Center - Group Insurance	1.110	- FILL
10-365-000	Recreation Fees	2,000	
10-685-161	Recreation - Maintenance/Grounds		
10-345-001		2,000	
	Local Option 1/2% A Sales Tex	130.000	
10-682-020	School - Capital Outlay 30%	130,000	1.01
10-345-005	Local Opiton Sales Tax Rural		
10-685-020	Recreation - Salaries	4.760	
10-685-060	Recreation - Group Insprance	500	
10-685-070		2.220	
10-685-031	Recreation - Reifrement	40	
	Recreation - Contract Services	2,000	
10-345-000	Local Option Soles Tax 1%		
10-690-920	Jail	20,000	
10-347-000	The second s	20,000	
	ABC Bottle Rohab	2,000	
10-690-941	Mental Health - Alcohol Rehab	2,000	
10-335-002	Veterans Monument Contribution		
10-607-332	Veterans Memorial Bricks	232	
		232	
	OJJ - JCPC	9.174	
10-348-001			
10-348-001	Aducation Programs - JCPC	(0)0/)	
10-690-915	Education Programs - JCPC	9,174	
10-690-915	White Goods	9,174	
10-690-915			

EXPLANATION: General Fund year-end entry

BUDGET AMENDMENT NO. 39 WATER FUND

				32.822.4
	000000000000		AMO	JUNT
	CODE NUMBER		INCREASE	DECREASE
	35-720-020	Water - Sataries	WARMING	11.500
	35-720-060	Water - Group insurance	9,000	
	35-720-061	Water - Retiree Hospitalization	2,500	
1	ACAMPAR - ALL MALAGES		NUAL	Tant. 11-11

EXPLANATION: Water Fund year-end entry

RUDGET AMENDMENT NO. 40 COURT FACILITIES FUND

110/410400					
0000		АМС	UNT		
CODE NUMBER	DESCRIPTION OF CODE	INCREASE	DECREASE		
55-348-000	Pines & Forfeiture Fees	\$5,000			
55-745-452	Fines & Forfeitures	85,000			
EXPLANATION: Court Facilities Fund yoursend entry					

BUDGET AMENDMENT NO. 41	
TOURISM DEVELOPMENT AUTHORITY GUND	,

C			
		AMO	
CODE NUMBER		INCREASE	DECREASE
45-385-000	TDA - Occupancy Tax	6,000	1914
45-682-041	TDA - Tourism Coordinator	6,000	
EXPLANATION: Tour	ism Development Authority Fund year-oud entry		

FY 2022-2023 BUDGET

County Manager Heath explained that, after the Budget Work Session, the presentation of the Budget Message on June 6, 2022, and the Budget Public Hearing tonight, he presents the FY 2022-2023 Budget for Board consideration. A copy of the Budget Ordinance was included in the Board's Agenda Packets. Fondella A, Leigh made a motion to approve the FY 2022-2023 Budget as presented. The motion was seconded by Joseph W. Hoffler. Chairman Nelson asked if there were any questions or comments. There being no comments or questions, Chairman Nelson asked for a vote. The motion passed by a vote of five (5) to zero (0). (see Attachment A)

PERQUIMANS BASIN BID RECOMMENDATION

County Manager Heath explained that he had received a Bid Recommendation Letter from Moffatt & Nichol, the engineering firm handling the Perquimans Basin Project. Mr. Heath presented the following items:

- > We have about \$9,050,000 committed to this project.
- > The grants received for this project were as follows:
 - \$2,885.000 State Grant Funds several years ago .
 - \$4,000,000 State Gram Funds from this year
 - \$750,000 Golden Leaf Grant
 - \$1,500,000 Industrial Development Fund from NC Department of Commerce
 - This is adequate funds to finance this project.
 - This Bid Recommendation Letter from Moffatt & Nichol was e-mailed to the Commissioners prior to tonight's meeting.
- > Chairman Nelson explained that these grants were received for this project only and will have to be returned if we do not complete this project. County Manager Heath concurred with Mr. Nelson. This project goes back many years. As it has been shown tonight, there have been many agencies that have invested in this project which shows that there is a need for it. This will give us the apportunity for more jobs in the county.
- > These grants require no county match.
- The low bid, which was received on June 9, 2022, for this project was \$6,979,075 (base bid only) submitted by \$J Hamil) Construction. Our engineers recommend that the County accept the low base bid only and to use any additional funds to negatiate a change order to increase the overall size of the basin constructed in Phase 1. We would hold back any contingency funds for any hierops along the way
- Mr. Heath is asking the Board to allow the County to issue a notice of award as outlined in the sugineer's Bid Recommendation Letter and to allow negotiations for the increase size of the basin with the extra funds that we have holding back about 5% contingency funds.

Chairman Nelson asked if the Board had any questions or comments. The following questions were asked:

- ترز Commissioner Woodard: Mr. Woodard asked what the total funding amount was. Mr. Heath said that it was around \$9,000,000.
- Commissioner Leigh: Ms. Leigh asked if they were only considering the base bid tonight. Mr. Henth said that was right with μ, the ability to negotime to build more frontage around the basin (bulkhead).

There being no further questions or comments, Chairman Nelson called for a vote. Fondella A. Leigh made a motion to grant the authority to County Manager Heath to proceed with a notice of award on the Marine Basin Project to accept the base bid and negotiate additional bulkhead frontage on the basin using the additional monies we do have withholding a contingency amount as a safeguard and this is an 18-month project. Theima Finch-Copeland seconded the motion. The motion was unanimously approved by the Board,

ADJOURNMENT

There being no further comments or business to discuss, the Special Called Meeting was adjourned at 7:18 p.m. on motion made by Charles Woodard, seconded by Joseph W. Hoffler. Chairman Nelson stated that the Regular Work Session scheduled for tonight was cancelled.

		Wallace E. Neison, Chairman
Clerk to the Board		
	*******	* * * * * * * *
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		page was intentionally
		left blank.

ATTACHMENT A

PERQUIMANS COUNTY BUDGET ORDINANCE FY 2022-2023

BE IT ORDAINED THIS 20th DAY OF JUNE, 2022, BY THE BOARD OF COMMISSIONERS OF PERQUIMANS COUNTY, NORTH CAROLINA:

1. GENERAL FUND

Section 1: <u>APPROPRIATIONS</u> - The following amounts are hereby appropriated in the General Fund for the operation of the County Government and its activities for the fiscal year beginning July 1, 2022, and ending June 30, 2023, in accordance with the chart of account heretofore established of this County:

Governing Body	\$ 69,300
County Manager/Finance/Planning	742,666
Elections	226,597
Tax Department	514,991
Legal	25,000
Register of Deeds	364,892
Public Buildings	851,405
Albemarle Commission	9,076
Sheriff	2,527,779
Communications	782,902
Jail - Operations	440,446
Jail - Debt Service	209,618
Perquimans Museum	5,000
Jury Commission	1,833
Fire Departments/Emergency Management	721,979
Medical Examiner	5,000
Inspections	305,588
Forestry Services	64,120
Emergency Medical Services	2,102,252
Natural Resource Conservation Service	64,576
NRCS - Cost Share Program	16,800
Extension Services	215,907
Veterans Services	10,100
Social Services	2,646,404
Albemarle Regional Health Services	<u></u>
Mental Health	30,906
Schools - Current Expense	3,100,000
Schools - Capital Outlay	
Schools - Debt Service	475,000 836,603
Inter County Public Transportation Authority	
Pettigrew Regional Library	6,598 202,695
Recreation	490,401
Albemarie RC&D	750
Various Non-Profit Contributions	
Revaluation Reserve	50,000
Transportation/Scrap Tires/White Goods	25,000
Albemarle Mentai Health OPEB	16.000
Aquatic Weed Control	13,605
Albemarle Regional Planning	2,000
Education - OJJ Programs	74,768
College of the Albemarle	32 600
Senior Citizens	32,500
Animal Shelter Operations	270,569 65,412
Economic Development	
County Drainage Study	45,020
Library Debt Service	15,000
Tourism Development Authority Contribution	257,185
ARHs Generator	20,000
IT/Cyber Security Upgrades	20,000
Juvenile Detention	70,000
	4,000

TOTAL GENERAL FUND

\$ 19,107,570

PERQUIMANS COUNTY BUDGET ORDINANCE FY 2022-2023

Section 2: <u>REVENUES</u> - It is estimated that the following revenues will be available in the General Fund for the fiscal year beginning July 1, 2022 and ending June 30, 2023:

Ad Valorem Taxes:

Budget Year	¢	0 170 101
Current Year		266,000
Prior Years Summary		70 760
Penalties & Interest		70,750
		<u>/0,000</u>

Other Taxes & Licenses:

Wine & Beer License	¢	500
Local Option Sales Tax	ψ	850.000
Local Option Sales Tax		
Local Option Sales Tax	T-20010	450.000
Local Option Sales Tax		500,000

Unrestricted Intergovernmental:

Tax Collections - Municipalities	\$	22 000
ABC Bottle Revenue	Ψ	23,000
Beer & Wine		3,500
Utility Franchise Distribution		45,000
		12,500
		375,000

Restricted Intergovernmental:

State Grants:	
RACE-CAR Trial	
PARTF Grant - Recreation	
Social Services	1,805,37
Soil Conservation - Operating	
Soil Conservation - Technician	3,60
Management Entity Funds	20,00
OJJ	6,00
Register of Deeds - A.E. & P.F.	77.48
Health Department - T/ST/WG	23,17
School Resource Officer - Board of Education	14,000
Senior Programs	120,00
Electronic Recycling Fees	3,564
Drainage Fees	1,500
Emergency Management Grant	8,500
DW/L DM// Ligght Drug still	6,000
DWI - DMV License Revocation Nutrition	1,000
	11,500
Floodplain Mapping - Register of Deeds	6,000
Register of Deeds - Dept. of Cultural Resources	2,750
Register of Deeds - State General Fund	2,000
ARPA Funds Transfer	1,307,516
ICAC Grant	38,883
NCPDS - Law Enforcement	84,270
EM Grant	59,260
Sheriff - Grants	24,500
Veterans Program	2,108

Permits & Fees:

Building Permits	\$	120.000
Register of Deeds	······································	250,000
Recreation Fees	······································	18,000
Ambulance Fees		650,000

3810 June 20, 2022 continued

PERQUIMANS COUNTY BUDGET ORDINANCE FY 2022-2023

Sales & Services:

Senior Center Donations	\$	1,500
Officer-Sheriff Fees		52,000
Jail Fees		10,000
Rents:	······································	
Farm		16,000
Tower	- 0 // // // // // // // // // // //	14,400
Building Leases		90,941
Recreation/Senior Center		7,500
Investment Earnings		10,000
Miscellaneous		35,000
Subdivision Fees		1,500
Zoning Fees		2,000
Tower Consulting Fees	********	2,000
Veterans Monument Contributions		- MIRON AL
State Funds - Drug Tax		100 26,448
Town of Hertford Police	10.00 Martin	1 10/19/07
Federal Drug Funds		<u>350,000</u> 14,925
Recreation Concessions	······	112000
_ocal Funds - Sheriff / Canine		1,500
Range Management		50
EMS Donations		500
ARHS Community Response		2,500
Local Funds Range Improvements		10,000
-boart and stange improvements		2,500

Transfer from Other Funds:

Water System	\$ 100.000
Municipal Dispatch Fees	
Other Revenues:	20,010
Land Transfer Tax Proceeds	650,000
Fund Balance Appropriated	\$ 0
TOTAL GENERAL FUND:	\$ 19,107,570

II. WATER DEPARTMENT

Section 1: <u>APPROPRIATIONS</u> - The following amounts are hereby appropriated in the Water System Fund for the fiscal year beginning July 1, 2022, and ending June 30, 2023.

Administration & Operations	\$	2 298 454
Loan Principal		164 167
Loan Interest		16,279
Contribution to General Fund	917186A	100,000
		- Annon-

TOTAL WATER SYSTEM FUND \$ 2,578,900

Section 2: <u>REVENUES</u> - It is estimated that the following revenues will be available in the Water System Fund for the fiscal year beginning July 1, 2022, and ending June 30, 2023.

Investment Earnings	2,500
Sale of Water	2,450,000
Taps & Connections	75.000
Reconnections	4.000
Penalties & Interest	35,000
Rent: Towers	5,400
Miscellaneous	2,000
Water Improvement Fund	5,000
Fund Balance Appropriated	0

TOTAL WATER SYSTEM FUND

\$ 2,578,900

PERQUIMANS COUNTY BUDGET ORDINANCE FY 2022-2023

III. SOLID WASTE FUND

Section 1: <u>APPROPRIATIONS</u> - The following amounts are hereby appropriated in the Solid Waste Fund for the fiscal year beginning July 1, 2022, and ending June 30, 2023.

Administration & Operations	S	1 088 444
Recycling Centers Maintenance		5.206
Solid Waste Refunds		3,000

TOTAL SOLID WASTE FUND	\$ 1,096,65	in.

Section 2: <u>REVENUES</u> - (Solid Waste Fee: \$160.00 per Household). It is estimated that the following revenues will be available in the Solid Waste Fund for the fiscal year beginning July 1, 2022, and ending June 30, 2023.

Solid Waste Fees	\$ 1,040,000
Investment Earnings	 150
Disposal Tax	6,500
Solid Waste Fee - Prior Years	50,000
TOTAL SOLID WASTE FUND	\$ 1,096,650

IV. REVALUATION RESERVE FUND

1. Section 1: <u>APPROPRIATIONS</u> - The following amounts are hereby appropriated in the Revaluation Reserve Fund for the fiscal year beginning July 1, 2022, and ending June 30, 2023.

year beginning only 1, 2022, and ending June 30, 2023,		
Reserve for Revaluation	\$	25,050
TOTAL REVALUATION FUND	\$	25,050
2. Section 2: <u>REVENUES</u> - It is estimated that the following revenues will be available in the Revaluation Reserve Fund for the fiscal year beginning July 1, 2022, and ending June 30, 2023.		
Investment Earnings	\$	50
Transfer from General Fund		25,000
TOTAL REVALUATION FUND	\$	25,050
V. COURT FACILITIES FUND		
Section 1: <u>APPROPRIATIONS</u> - The following amounts are hereby appropriated in the Court Facilities Fund for the fiscal year beginning July 1, 2022, and ending June 30, 2023.		
Administration & Maintenance	\$	17,100
District Attorney Office Expense		14,140
Fine & Forfeltures		90,000
TOTAL COURT FACILITIES	\$	121,240
Section 2: <u>REVENUES</u> - It is estimated that the following revenues will be available in the Court Facilities Fund for the fiscal year beginning July 1, 2022, and ending June 30, 2023.		
Investment Earnings	\$	0
Facility Fees	www.const	30,000
Fines & Forfeiture Fees		90,000
Fund Balance Appropriated		1,240
TOTAL COURT FACILITIES	\$	121,240
VI. ECONOMIC DEVELOPMENT FUND		

VI. ECONOMIC DEVELOPMENT FUND

Section 1: <u>APPROPRIATIONS</u> - The following amounts are hereby appropriated in the Economic Development Fund for the fiscal year beginning July 1, 2022, and ending June 30, 2023.

Professional Services & Expenses	\$ 45,040
TOTAL ECONOMIC DEVELOPMENT	\$ 45,040

Section 2: <u>REVENUES</u> - It is estimated that the following revenues will be available in the Economic Development Fund for the fiscal year beginning July 1, 2022 and ending June 30, 2023.

Transfer from General Fund	\$ 45,020
Investment Earnings	 20
Fund Balance Appropriated	 0
TOTAL ECONOMIC DEVELOPMENT	\$ 45,040
VII. TOURISM DEVELOPMENT FUND - OCCUPANCY TAX	
Section 1: <u>APPROPRIATIONS</u> - The following amounts are hereby appropriated in the Tourism Development Fund for the fiscal year beginning July 1, 2022, and ending June 30, 2023.	

Promotions, Marketing, Operating Expenses	\$ 54,430
Fireworks Contribution	 1,500
TOTAL TOURISM DEVELOPMENT	\$ 55,930

Section 2: <u>REVENUES</u> - It is estimated that the following revenues will be available in the Tourism Development Fund for the fiscal year beginning July 1, 2022 and ending June 30, 2023.

Transfer from General Fund

TOTAL TOURISM DEVELOPMENT	\$	55,930
1999 Store		0
Interest Fund Balance		30
Intergovernmental Transfers		2,000
		33,900
	<u>ф</u>	
rranster rom General Fund	¢.	20 000

VIII. EMERGENCY TELEPHONE FUND

Section 1: APPROPRIATIONS - The following amounts are hereby appropriated in the Emergency Telephone Fund for the fiscal year beginning July 1, 2022, and ending June 30, 2023.

Operating Expenses

	\$ 216,000
TOTAL EMERGENCY TELEPHONE FUND	\$ 216,000

Section 2: <u>REVENUES</u> - It is estimated that the following revenues will be available in the Emergency Telephone Fund for the fiscal year beginning July 1, 2022 and ending June 30, 2023.

Emergency 911 Fee	\$ 194,966
Fund Balance Appropriated	 21,034
TOTAL EMERGENCY TELEPHONE FUND	\$ 216,000

IX. COUNTY CONSTRUCTION FUND

Section 1: APPROPRIATIONS - The following amounts are hereby appropriated in the County Construction Fund for the fiscal year beginning July 1, 2022, and ending June 30, 2023.

Capital - Basin	\$	6,855,000
Capital - Contingency		0
TOTAL COUNTY CONSTRUCTION FUND	\$	6,855,000
Section 2: <u>REVENUES</u> - It is estimated that the following revenues	will be	3

available in the County Construction Fund for the fiscal year beginning July 1, 2022 and ending June 30, 2023.

Fund Balance Appropriated	\$ 6,855,000
TOTAL COUNTY CONSTRUCTION FUND	\$ 6,855,000

X. OTHER PROVISIONS

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

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

Section 2: The Board of Commissioners hereby authorizes the attached Fee Schedule for FY 2022-2023.

PERQUIMANS COUNTY BUDGET ORDINANCE FY 2022-2023

XI. TAX LEVY

Section 1: There is hereby levied a tax at the rate of 61ϕ (sixty-one cents) per one hundred dollars (\$100) valuation of property listed for taxes as of January 1, 2022 for the purpose of raising the revenue listed as "Budget Year's Taxes" in the General Fund – Part I, Section 2 of this Ordinance.

Section 2: This rate of tax is based on an estimated total valuation of property for the purpose of taxation of \$1,496,905,817 and an estimated collection rate of 97%.

This Budget was approved with a vote of five (5) to zero (0) on June 20, 2022. by a quorum of the Perquimans County Board of Commissioners being present and all present casting a vote. Commissioner Jones was not present.

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

FEE SCHEDULE FY 2022-2023

There is hereby established, for the fiscal year beginning July 1, 2022, and ending June 30, 2023, the following fees for services as indicated:

Building Inspections

- managementer (e	
Construction Fees	
Square Foot	\$.25/SF
Minimum Fee	\$75.00
State Fee	\$10.00
In-ground pool (Residential)	\$100.00
In-ground pool (Commercial)	\$125.00
Carports (open all 4 sides)	\$.125/SF
Large Metal	φ. ι κυιστ
Buildings	\$.125/SF
Daycare & ABC	\$75.00
Group/ Foster	410.00
Homes	\$50.00
Storage Building 12 x 12 or less	\$25.00
Electrical Fees	¥20.00
Minimum Fee	\$50.00
Square Foot	\$.10/SF
Temporary Service	\$50.00
Service	400.00
Repair	\$50.00
Service	+00000
Charge	\$.30/amp
Swimming Pools	\$30.00
Sub panel	\$20.00
Generators	\$50,00
Baseboard Heat (per thermostat)	\$10.00
Photovoltaic/Solar	\$5 per string
<u>Plumbing Fees</u>	· •
Minimum Fee	\$50.00
Per Fixture	\$10.00

Sprinklers \$\$0.00 Per Head \$10.00 Machanical Fass \$10.00 Central Healing/Air Conditioning \$75.00 Central Insulancy/Air Conditional Unit \$56.00 Minimum Fee \$50.00 Mini Split \$75.00 System \$76.00 Additional \$76.00 Insulation Fees \$25.00 Insulation Fees \$76.00 Namin Fee \$50.00 Per Gas Outlet \$50.00 Sign Fees \$50.00 Free Standing \$50.00 Renovation Fees \$50.00 Single Section \$16.00 Multimum Fee \$50.00 Single Section \$150.00 Multimum Fee \$50.00 Per Gas Outlet \$50.00 Single Section \$150.00 Multimum Fee \$50.00 Multimum Fee \$50	3814 June 20, 2022 continued	V.A.	-	Page	19
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3816 June 20, 2022 continued

GIS Mapping Price List

[Size	Black & White	Image Color
1	8.5 x 11	\$1.00	\$2.00
	11 x 17	\$2.00	\$3.00
	16 x 20	\$3.00	\$5.00
	22 x 34	\$5.00	\$8.00
Į	<u>34 x 46</u>	\$8.00	\$10.00
Desk printer	Size	Black & White	Image Color
	8.5 x 11	\$0.50	\$1.25
	8.5 x 14	\$0.75	\$1.50
<u>Data Lave</u> rs	<u>11 x 17</u>	\$1.00	\$1.75
Entire County parc ownership informat <i>(Available or</i> Individual Layers	als with aerial imag ion I CD & ZIP drive)	es and	\$200.0 \$50.00 first laye
Individual Plotter Maps		\$25.00 e	ach additional laye
Township & Municij Zoning Maps per Te			Price based or size/colo Price based or
Full County Zoning County street maps maps created wi as listed under F Flood maps, soil ma created with full Image/Color	, subdivision maps, thout image and litt lotter Black & White ips, census maps a	le color same e and others	\$12.0
Availability Requests can be m. 8 am to 5 pm ex made to provide <u>Payment</u> Payment is required extensive copyin mail and ftp upto <u>Custom Work</u> A fee of \$25.00 per for maps that we	ade Monday throug cept holidays. All e information within f prior to preparation g requests, maps the ads hour will be charge do not have the day ving to go on the info	th Friday from fforts will be 5 working days n of CD's, o be sent by d for requests ata layers for.	

WATER RATES- There is a min. charge of \$17.50 for the first 1000 gallons; each additional thousand gallons will be \$9.00/1000 gal.

<u>Tap-on Fees</u>	Size Meter	Cost of Tap
	3/4"	\$1,500.00
	* *	\$2,500.00
	2"	\$5,000.00
	Late Payment Charge	10% of bill
	Renter's Deposit	\$75.00
	Reconnection Fee	\$25.00
	Water Meter Test Fee	\$100.00

Water System Development Fee

\$500 per lot for up to and including four lots on main roads, 6 lots on secondary roads \$2,500 per lot for any lots over four on main roads, 6 lots on secondary roads System Development Fee must be paid before the Final Subdivision Plat is recorded in the Perquimans County Register of Deeds' Office.

	5405 20, 2022 Whithey 682 - 601
Planning/Zoning	
Zoning Permit (Residential/Home Occupation	· · · · · · · · · · · · · · · · · · ·
Zoning Permit (for Commercial/Industrial) Certificate of Compliance (after first site of	(sit) \$100.00
Sign Permit	/isit) \$100.00 \$50.00
Certificate of Compliance (after first site v	visit) \$50.00
Zoning Map Change (Re-Zoning)	\$450.00
Zoning Text Change Planned Unit Development	\$500.00
Conditional Use Permit/ District	\$600.00 + atty. & eng. Fees, i/a
Appeal or Interpretation	\$300.00 + atty. & eng. Fees, i/a \$300.00
Zoning Variance Request	\$300.00
Variance to Subdivision Regulations Subdivision Sketch Plat	\$100.00
Minor or Abbreviated Subdivision Plan	\$100.00
Preliminary Plat	\$50.00 \$100.00 + \$15.00 per lot
Final Plat	\$100.00 + \$15.00 per lot
Wireless Telecommunication Facility	\$500.00 County fee
	+Minimum consultant cost of \$6,500.00
+Certificate of Zonir	ng Compliance (after first visit): \$100.00
Wireless Telecommunication Facility (eligible facilities request applications processed	1 per
NCGS 153A-349,53)	County fee of \$500.00
	+Minimum consultant cost of \$1,000,00
+Certificate of Zoning Comp	pliance (after first visit): \$100.00 County
+Certificate of Zonido Compliance (Cr	Fee onsultant fee for verification): \$3,000.00
Wind Energy Facilities	County Zoning Permit Fee of \$500.00
+Certificate of Zon	ing Compliance (after first visit) \$100.00
+Initial Escro	w Deposit (Medium Facility) \$50,000.00
	row Deposit (Large Facility) \$50,000.00
Effective 1-04-16, Zoning Permit Fees and Esc	row Deposits to be paid at the time
40Bing Permit Application, Fees and detailed S	Site Plans are submitted for review
If Escrow Account drops below \$10,000, Appli amount before any further action or considerat	icant shall replenish to the original
Remaining balance will be refunded upon Appli	icant receiving approval of As-Ruitt
Drawings or if Applicant fails to complete proje	ct.
"Fees denoted for a given application do not include fee.	s for subsequent applications and stages of
review. Separate fees will apply for bu	uilding and other permits.
Fire Marshal's Office	
Construction Permits	
Automatic Fire Sprinkler System (new)	\$50.00
-Plus per sprinkler head Automatic Fire Sprinkler System Renovation	\$1.00
Compressed Gas	\$25.00
Emergency Responder Radio Coverage System	\$25.00 550.00
Fire alarm and detection systems (new)	\$50.00
Fire alarm and detection systems (existing) Fire flow test	\$25.00
Fixed fire suppression system (new)	\$50.00
Fixed fire suppression system (existing)	\$50.00 \$25.00
Standpipe systems (new)	\$50.00
Standpipe systems (existing)	\$25.00
Flammable and Combustible liquids Hazardous materials	\$50.00
LP Gas (bulk facilities)	\$75.00
Storage tanks	\$50.00
New installation (per tank)	\$100.00
Removal (per tank)	\$50.00
Temporary membrane structures (tents) Group Homes/Foster Care Homes	\$25.00
Daycare, Nursing Homes	\$0.00
**All other fire construction permits not listed	\$0.00 \$50.00
Fireworks Initial Inspection Fee - First 2 hours	\$100.00
Fireworks Standby Fees - Additional Hours - pe	er hour \$50.00
Administrative Fees	
Starting work without a permit	\$50.00
Re-inspection fees (see below)	
These shall be an initial for the day have been as a set of the set	

There shall be no initial fee for fire inspection of Level I, II, or III properties required under the NC State Fire Code mandatory inspection schedule. Thirty (30) days following the initial fire inspection, a re-inspection shall be

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conducted by the fire official. If all violations of the fire code have been corrected, no fee shall be imposed. If all violations of the fire code have not been corrected (or a reasonable attempt to correct has not been made), a second notice to comply shall be issued and a fee of \$50.00 shall be imposed. Seven (7) days following the issuance of the second order to comply, the fire official shall return for a re-inspection. If all violations have not been corrected, a final notice shall be issued and an additional fee of \$100.00 shall be imposed. Seven (7) days following the issuence of the second order to comply, the fire official shall return for a re-inspection. If all violations have not been corrected, a final notice shall be issued and an additional fee of \$100.00 shall be imposed. Seven (7) days following the issuence of the final notice, the fire official shall return for a re-inspection. If all violations have not been corrected, and/or all fees have not been paid, the inspector shall issue a one hundred dollar (\$100.00) fee and issue a final notice to comply. After seven (7) additional days, if violations and fees have not been satisfied, the fire inspector shall initiate criminal proceedings, if necessary, in order to bring the establishment into compliance with the NC Fire Code.

PERQUIMANS COUNTY CAPITAL PROJECTS ORDINANCE COUNTY CONSTRUCTION FUND

This Capital Projects Ordinance is being authorized for the County Construction Fund.

Section 1: <u>APPROPRIATIONS</u> - The following amounts are hereby appropriated in this County Construction Fund beginning July 1, 2022, and ending June 30, 2023.

Capital: Basin	\$ 6.855.000
Capital - Contingency	<u> </u>

TOTAL COUNTY CONSTRUCTION FUND \$ 6,855,000

Section 2: <u>REVENUES</u> - It is estimated that the following revenues will be available for appropriation in the County Construction Fund beginning July 1, 2022, and ending June 30, 2023.

Fund Balance Appropriated	\$ 6,855,000
TOTAL COUNTY CONSTRUCTION FUND	 6,855,000

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

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

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

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

Section 1: <u>APPROPRIATIONS</u> - The following amounts are hereby appropriated in this Capital Projects Ordinance beginning July 1, 2022, and ending June 30, 2023

Reserve for Capital Projects	\$ 1.000
Transfer to General Fund	 650,000
TOTAL CAPITAL RESERVE/LAND TRANSFER TAX	\$ 651,000

Section 2: <u>REVENUES</u> - It is estimated that the following revenues will be available for appropriation in the Capital Projects Reserve Ordinance beginning July 1, 2022, and ending June 30, 2023.

Land Transfer Tax	\$ 650,000
Investment Earnings	 1.000
Fund Balance Appropriated	Ó
	10.000ma.

TOTAL CAPITAL RESERVE/LAND TRANSFER TAX \$ 651,000

PERQUIMANS COUNTY CAPITAL PROJECTS ORDINANCE ARPA FUNDS

This Capital Projects Ordinance is being authorized for the ARPA Funds.

Section 1: <u>APPROPRIATIONS</u> - The following amounts are hereby appropriated in this ARPA Funds beginning July 1, 2022, and ending June 30, 2023.

Investment Earnings	\$ 2,000
ARPA Funds	 1,307,515
TOTAL ARPA Funds	\$ 1,309,515

Section 2: <u>REVENUES</u> - It is estimated that the following revenues will be available for appropriation in the ARPA Funds beginning July 1, 2022, and ending June 30, 2023.

ARPA Carry Forward Transfer to General Fund	 \$	2,000
	 	1,307,515
TOTAL ARPA Funds	\$	1,309,515

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

WORK SESSION

June 20, 2022 7:00 p.m.

The Perquimans County Board of Commissioners Work Session on June 20, 2022 was cancelled.

June 28, 2022

Tax Refunds: (Perquimans County)

Matthew Clayton Estes \$194.44 Vehicle sold; 10-month refund Account#: 59476609

Lu Ann Stallings Riddick \$176.19 Vehicle sold; 11-month refund Account#: 66516447

William Thomas Francis \$147.17 Vehicle sold; 8-month refund Account#: 64894843

Linda Mcentee Cotterell \$261.93 Vehicle sold: 10-month refund Account#: 66048764

EMPLOYMENT ACTION FORM	V.C.1 Page 1 DATE SUBMITTED: <u>6/16/2022</u>
COLIN	TY OF PERQUIMANS
	E/PROBATIONARY PERIOD/MERIT RAISE
NAME: Alyssa Williams	
POSITION: Water Clerk I	DEPT.: Water
χ NEW EMPLOYEE EFFECTIVE DATE:	
	LARY: \$35,461 \$310,525
ENDING DATE OF PROBATIONARY	PERIOD: 8/1/2023
CURRENT: GRADE: STEP:	SALARY:
JOB PERFORMANCE EVALUATION	
YEAR 1 2 3 4	(CIRCLE)
Date RECOMMENDAT	SSFUL COMPLETION OF PROBATIONARY PERIOD AND ION BY DEPARTMENT FOR PERMANENT STATUS. STEP: SALARY:
Date RAISE. (YEAR	L EVALUATION AND RECOMMENDATION FOR STEP 2 3 4) STEP: SALARY:
Date DATE OF EMPLO	YEE TERMINATION DUE TO UNSUCCESSFUL PROBA- D.
	FFECTIVE DATE FOR EMPLOYEE MERIT RAISE.
SALARY LISTED ABOVE BASED ON COMPLETED:	E IS BEING RECOMMENDED FOR THE INCREASE IN N HIS/HER WORK PERFORMANCE EVALUATION OUNTY PERSONNEL POLICY.
	COUNTY MANAGER APPROVAL
DATE: 6/16/2022	DATE: 6/17/22
FINANCE OFFICER	
DATE:	GOPY
	Revised 7/05

DATE SUBMITTED:

COUNTY OF PERQUIMANS

STATUS: NEW EMPLOYEE/PROBATIONARY PERIOD/MERIT RAISE

NAME: Stacey Layden					SOC. SEC. NO.:			
POSITION: Tourism/Museum Director						DEPT.:	County Manager	
\square	NEW EMPLOYEE EFFECTIVE DATE:_				7/1/202	22		
	JOB P	OB PERFORMANCE EVALUATION						
	YEAR	1	2 3	4 ((CIRCLE)			
		Date	RECOMME	NDATION	BY DEPAR	TMENT	DF PROBATIONARY PERIOD AND FOR PERMANENT STATUS.	
	Annual Man	Date	RAISE. (Y	'EAR	2 3	4)	ECOMMENDATION FOR STEP	
		Date	_ DATE OF E TIONARY P		E TERMINAT	TION DU	E TO UNSUCCESSFUL PROBA-	
	Date						MPLOYEE MERIT RAISE.	
SALA	RY L	NAMED (ISTED AB	COUNTY EMP	LOYEE IS D ON H THE COU	5 BEING RE HIS/HER W	ECOMME /ORK I	NDED FOR THE INCREASE IN PERFORMANCE EVALUATION	
DEPARTMENT RECOMMENDATION					co	UNTY M	ianager approval	
DATE:					DATE: 10/28/22			
FINAN		FICER						
DA'	TE:							
EMPLÓN	MENT	ACTION	FORM					
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DATE SUBMITTED: 6/21/2022

COUNTY OF PERQUIMANS PART-TIME EMS/RESCUE EMPLOYEES

NAM	E: <u>Lindsay Brothers</u>	SOC. SEC. NO.:
POS	ITION: EMS Part-Time, Fill-In EM	RESCUE:
		E: <u>7/1/2022</u>
	GRADE: 63 STEP: 1	SALARY: <u>\$ 16.16 per hour</u>
Com	plete following information only in	
ADD	RESS:1154 Perkins Lane	
CITY	STATE/ZIP: Elizabeth City NC	27909
PHO	NE NUMBER:	
in American		
П	RECOMMENDATION AN	ID EFFECTIVE DATE FOR EMPLOYEE RAISE DUE TO
	Date CERTIFICATION PERA	TTACHED STATE CERTIFICATE OF COMPLETION).
	GRADE: STEP:	SALARY:

		ON RESCUE SQUAD RECOMMENDATION
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DA	TE:6/21/2022	DATE:
COL	ITY MANAGER APPROVAL	FINANCE OFFICER
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DĂ	TE: 6/21/21	DATE:
		(20) DV/
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		Revised 7/05
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DATE SUBMITTED: 6/16/2022

COUNTY OF PERQUIMANS
STATUS: NEW EMPLOYEE/PROBATIONARY PERIOD/MERIT RAISE
NAME: LuRec C. Sawyer soc. SEC. NO.: POSITION: Data Entry Manager/Senior Genter DEPT.: Senior Citizens Center * PPT Assistant NEW EMPLOYEE EFFECTIVE DATE: July 1 2023 NEW EMPLOYEE EFFECTIVE DATE: July 1 2023 n/g) GRADE: STEP: SALARY: \$17°° per hour 25 hours Weekly ENDING DATE OF PROBATIONARY PERIOD:
CURRENT: GRADE: STEP: SALARY:
JOB PERFORMANCE EVALUATION
YEAR 1 2 3 4 (CIRCLE)
DATE OF SUCCESSFUL COMPLETION OF PROBATIONARY PERIOD AN 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-
DEPARTMENT RECOMMENDATION COUNTY MANAGER APPROVAL DWUM Dugory DATE: 6/16/2022 DATE: 6/17/22
FINANCE OFFICER DATE:

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.∕€MI	DATE SUBMITTED: May 31, 2022
	COUNTY OF PERQUIMANS
	STATUS: NEW EMPLOYEE/PROBATIONARY PERIOD/MERIT RAISE
NAN	E: Sean Tripp SOC. SEC. NO.:
POS	ITION: Paramedic Full Time DEPT.: EMS
Х	NEW EMPLOYEE EFFECTIVE DATE: July 1 st , 2022
	GRADE: 68 STEP: 1 SALARY: \$20.14/ Hourly /
	ENDING DATE OF PROBATIONARY PERIOD: July 1st, 2022 3
	RENT: GRADE: STEP: SALARY:
CUR	JOB PERFORMANCE EVALUATION
	YEAR 1 2 3 4 (CIRCLE)
	Date DATE OF SUCCESSFUL COMPLETION OF PROBATIONARY PERIOD AND RECOMMENDATION BY DEPARTMENT FOR PERMANENT STATUS.
	GRADE:STEP:SALARY:
	DATE OF ANNUAL EVALUATION AND RECOMMENDATION FOR STEP
	Date RAISE. (YEAR 2 3 4) GRADE:STEP:SALARY:
	DATE OF EMPLOYEE TERMINATION DUE TO UNSUCCESSFUL PROBA-
	Date TIONARY PERIOD.
	DATE OF EMPLOYEE RESIGNATION
	Date
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п	RECOMMENDATION AND EFFECTIVE DATE FOR EMPLOYEE MERIT RAISE.
· · ·	Date GRADE: STEP: SALARY:
~~~	ABOVE NAMED COUNTY EMPLOYEE IS BEING RECOMMENDED FOR THE INCREASE IN SALARY
LISŢI	ED ABOVE BASED ON HIS/HER WORK PERFORMANCE EVALUATION COMPLETED:
PER	THE COUNTY PERSONNEL POLICY.
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	manh theath 5/31/2-2-
DA	$DATE: - \frac{5/31/2022}{DATE: - \frac{5/31/2022}{DATE: - \frac{5}{31/2022}}$
FINA	
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EMPLOYMENT ACTION FORM DATE SUBMITTED: 06/28/2022
COUNTY OF PERQUIMANS
STATUS: NEW EMPLOYEE/PROBATIONARY PERIOD/MERIT RAISE
NAME: Jackie Greene SOC. SEC. NO.:
POSITION: Director DEPT.: Board of Elections
GRADE: <u>67</u> STEP: <u>03</u> SALARY: <u>\$42,090</u> ENDING DATE OF PROBATIONARY PERIOD:
CURRENT: GRADE: <u>58</u> STEP: <u>04</u> SALARY: <u>\$28,186</u>
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 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- Date TIONARY PERIOD.
RECOMMENDATION AND EFFECTIVE DATE FOR EMPLOYEE MERIT RAISE.     Date GRADE: STEP: SALARY:
THE ABOVE NAMED COUNTY EMPLOYEE IS BEING RECOMMENDED FOR THE INCREASE IN SALARY LISTED ABOVE BASED ON HIS/HER WORK PERFORMANCE EVALUATION COMPLETED: PER THE COUNTY PERSONNEL POLICY.
DEPARTMENT RECOMMENDATION
DEPARTMENT RECOMMENDATION COUNTY MANAGER APPROVAL
- Hateryn Meiber / 1/2010
DATE: 4/28/2022 DATE: 6/28/2022
FINANCE OFFICER
DATE: COPY
' Revised 7/05



# **Perquimans County Board of Elections**

601 A South Edenton Road Street PO Box 336 Hertford, N.C. 27944 Phone: 252.426.5598 Fax: 252.426.5068

June 6, 2022

Perquimans County Board of Directors 601 A South Edenton Road Street Hertford, NC 27944

**REF: Director of Elections** 

Dear Board Members:

It has been my honor and privilege to serve you and the people of Perquimans County these past 14 months. We have learned a lot, together! Through it all, we have maintained and enhanced the integrity and trustworthiness of elections in Perquimans County.

I have mixed emotions as I present my resignation to you. While my time is coming to an end, the responsibility and desire to enact and endorse the processes of elections, still is strong within me. It is sincerely one of the best positions that I have held throughout my career and one that I will be eternally proud to have held. Resignation as Director effective June 30, 2022 and Fill-in as of November 18.

Being a servant to the people is a great responsibility and I am confident that you will find that same spirit in my replacement, Jackie Greene. Treat her as well as you treated me and I know she will take you through the many ups and downs that are elections.

Thank you for the support and confidence you had in me. I will be close by whenever needed.

Best regards,

Kalling Theder

Kathy Treiber Director of Elections

V.C.8. - Page 1

EMPLOYMENT ACTION FORM			DATE SUBMITTED: June 28, 2022		
	STATUS:		OF PERQUIMANS PROBATIONARY PERIOD/MERIT RAISE		
NAME	≣: Kathryn Treiber		SOC. SEC. NO.:		
Posn	FION: Bd of Electi	ons-Fill In	DEPT.: Board of Elections		
C E	GRADE: n/g STE ENDING DATE OF	EFFECTIVE DATE: Ju P: n/g SALARY: \$1 PROBATIONARY PE	10.54 ERIOD:		
			SALARY:		
[] J	IOB PERFORMAN	ICE EVALUATION			
Ŷ	TEAR 1	2 3 4	(CIRCLE)		
[	Date	RECOMMENDATIO	SFUL COMPLETION OF PROBATIONARY PERIOD IN BY DEPARTMENT FOR PERMANENT STATUS. TEP: SALARY:		
Ĺ	Date	RAISE. (YEAR	EVALUATION AND RECOMMENDATION FOR STE 2 3 4) TEP: SALARY:		
	] Date	TIONARY PERIOD.	EE TERMINATION DUE TO UNSUCCESSFUL PROE	3A-	
			FECTIVE DATE FOR EMPLOYEE MERIT RAISE.		
SALAR	RY LISTED AB	OVE BASED ON PER THE CO	IS BEING RECOMMENDED FOR THE INCREASE HIS/HER WORK PERFORMANCE EVALUATI UNTY PERSONNEL POLICY.		
DEPAR	THENT RECOMM		COUNTY MANAGER APPROVAL		
21	and the	mill	Anaulifleath		
DAT	E: <u>'b/Z8/</u>	22	DATE: 6/28/22		
<i>.</i>	CE OFFICER		COPY		

V.C.9. - 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

Ashley Mikus 3433 Virginia Rd Tyner, NC 27980

June 29, 2022

Ms. Mikus,

This letter is to inform you that according to employee expectations as outlined in Perquimans County Emergency Services SOG 001- Employee and Volunteer Expectations you have not met the following:

#### Section 2. Scheduling

E. Part-time staff members are in integral and important component of Perquimans County Emergency Services. 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 Team or other volunteer opportunities as approved by the Emergency Services Director.

According to our records you have not submitted any time for scheduling with the 911 Communications Division since September 2021. You have failed to communicate with us regarding your intentions, therefore we are removing you from Perquimans 911 Communications roster. Your past service to the 911 Communications Division is appreciated. Your 911 Communications uniforms and headset, and ID badge should be returned immediately.

Regards,

Jonathan Nixon, Director Perquimans Emergency Services

Frank Heath, County Manager
 911 Shift Supervisors
 Casey Winn, Human Resources

V.C.9. - 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

Annmarie Shine PO Box 445 Hertford, NC 27944

June 29, 2022

Ms. Shine,

This letter is to inform you that according to employee expectations as outlined in Perquimans County Emergency Services SOG 001- Employee and Volunteer Expectations you have not met the following:

Section 2. Scheduling

E. Part-time staff members are in integral and important component of Perquimans County Emergency Services. 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 Team or other volunteer opportunities as approved by the Emergency Services Director.

According to our records you have not submitted any time for scheduling with the 911 Communications Division since September 2021. You have failed to communicate with us regarding your intentions, therefore we are removing you from Perquimans 911 Communications roster. Your past service to the 911 Communications Division is appreciated. Your 911 Communications uniforms and headset, and ID badge should be returned immediately.

Regards,

Jonathan Nixon, Director Perquimans Emergency Services

Frank Heath, County Manager
 911 Shift Supervisors
 Casey Winn, Human Resources

V.C.10. - Page 1

Carla Godwin 431 Godwin Town Road Ahoskie, NC 27910 June 30, 2022

Jonathan Nixon Director Perquimans County Emergency Services 159 Creek Drive Hertford, NC 27944

Dear Director Nixon:

It is with regret that I resign from Perquimans County EMS, effective immediately. When I asked for a part-time position, I had the best of intentions of being a productive staff member however after much reflection I realize that I am unable to fulfill that obligation.

I am grateful for having the opportunity to serve Perquimans County.

Sincerely,

Carla Godwin

V.C.11. - 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

Zachery Crowe 104 A Street Camden, North Carolina 27921

July 1st, 2022

Mr. Crowe,

This letter is to inform you that according to employee expectations as outlined in Emergency Services SOG 001 you have not followed the following:

#### Section 2. Scheduling

E. Part-time staff members are an integral and important component of the Perquimans EMS System. For this reason, the part-time staff is 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 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 May of 2021. A leave of Absence was reported but you have failed to submit any time for scheduling since your leave of absence ended on April 30^{th,} 2022. 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

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EMPLOYMENT ACTION FORM DATE SUBMITTED:
COUNTY OF PERQUIMANS
STATUS: NEW EMPLOYEE/PROBATIONARY PERIOD/MERIT RAISE
NAME: Frank Heath, III SOC. SEC. NO.:
POSITION: County Manager DEPT.: County Manager
GRADE: STEP: SALARY:
ENDING DATE OF PROBATIONARY PERIOD:
CURRENT: GRADE: 83 STEP: 12 SALARY: \$106,058 + \$300/month car allowance
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:
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.
<u>7/1/2022</u> RECOMMENDATION AND EFFECTIVE DATE FOR EMPLOYEE MERIT INCREASE.     Date GRADE: <u>83</u> STEP: <u>13</u> SALARY: <u>\$119,781 + \$300/month car allowance</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.
PERQUIMANS COUNTY BOARD OF COMMISSIONERS
CHAIRMAN
DATE: 7/5/2022
FINANCE OFFICER
DATE:

Revised 8/04

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EMPLOYMENT ACTION FORM	DATE SUBMITTED:
	OUNTY OF PERQUIMANS
	YEE/PROBATIONARY PERIOD/MERIT RAISE
NAME: Mary P. Hunnicutt	SOC. SEC. NO.:
POSITION: Clerk to the Board	DEPT.: County Manager
	ATE:
	SALARY:
	ARY PERIOD:
CURRENT: GRADE: STEP:	SALARY;
	ION
YEAR 1 2 3	4 (CIRCLE)
DATE OF SU	CCESSFUL COMPLETION OF PROBATIONARY PERIOD AND
Date RECOMMEN	DATION BY DEPARTMENT FOR PERMANENT STATUS.
GRADE:	STEP: SALARY:
	NUAL EVALUATION AND RECOMMENDATION FOR STEP
GRADE:	AR 2 3 4) STEP: SALARY:
DATE OF EM	PLOYEE TERMINATION DUE TO UNSUCCESSFUL PROBA-
Date TIONARY PE	RIOD.
7/1/22 RECOMMENDATION AN	
	ND EFFECTIVE DATE FOR JOB RECLASSIFICATION. 15 SALARY: \$51,652
	OYEE IS BEING RECOMMENDED FOR THE INCREASE IN ON HIS/HER WORK PERFORMANCE EVALUATION
COMPLETED: PER TH	
	*****
DEPARTMENT RECOMMENDATION	COUNTY MANAGER APPROVAL
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DATE:	DATE: 6/23/22
FINANCE OFFICER	
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DATE:	- (G(0)/위신
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EMPLOYMENT ACTION FORM	DATE SUBMITTED:
STATUS: NEW EMPLOYEE/PRO	BATIONARY PERIOD/MERIT RAISE
NAME: Helen Hunter	SEC. NO.:
POSITION: Finance/HR Specialist	DEPT.: County Manager
NEW EMPLOYEE EFFECTIVE DATE:	
	·
ENDING DATE OF PROBATIONARY PERIC	
	LARY:
JOB PERFORMANCE EVALUATION	
YEAR 1 2 3 4 (CI	RCLE)
Date RECOMMENDATION B	L COMPLETION OF PROBATIONARY PERIOD AND Y DEPARTMENT FOR PERMANENT STATUS. SALARY:
Date RAISE. (YEAR 2	ALUATION AND RECOMMENDATION FOR STEP 3 4)SALARY:
Date DATE OF EMPLOYEE T Date TIONARY PERIOD.	ERMINATION DUE TO UNSUCCESSFUL PROBA-
7/1/21       RECOMMENDATION AND EFFEC         Date       GRADE:       61       STEP:       12	TIVE DATE FOR EMPLOYEE PROMOTION. SALARY:\$42,268
THE ABOVE NAMED COUNTY EMPLOYEE IS I SALARY LISTED ABOVE BASED ON HIS COMPLETED: PER THE COUNT	HER WORK PERFORMANCE EVALUATION
DEPARTMENT RECOMMENDATION	
DEPARTMENT RECOMMENDATION	COUNTY MANAGER APPROVAL
DATE:	Manhtfeath DATE: 6/29/22
FINANCE OFFICER	
	GOBY
DATE:	Revised 7/05

EMPLOYMENT ACTION FORM DATE SUBMITTED:
COUNTY OF PERQUIMANS
STATUS: NEW EMPLOYEE/PROBATIONARY PERIOD/MERIT RAISE
NAME: Tracy Mathews SEC. NO.:
POSITION: Finance Officer DEPT.: County Manager's Office
NEW EMPLOYEE EFFECTIVE DATE:         GRADE:       STEP:         STEP:       SALARY:         ENDING DATE OF PROBATIONARY PERIOD:
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: SALARY:
Date       Date       Date       Control of annual evaluation and recommendation for step         Date       RAISE. (YEAR       2       3       4)         GRADE:
Date DATE OF EMPLOYEE TERMINATION DUE TO UNSUCCESSFUL PROBA- TIONARY PERIOD.
✓ <u>7/1/22</u> RECOMMENDATION AND EFFECTIVE DATE FOR EMPLOYEE MERIT RAISE. Date GRADE: <u>72</u> STEP: <u>15</u> SALARY: <u>\$70,293</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
DATE: DATE: 6/20/22
DATE:

EMPLOYMENT ACTION FORM	DATE SUBMITTED:
COUNT	Y OF PERQUIMANS
STATUS: NEW EMPLOYEE	PROBATIONARY PERIOD/MERIT RAISE
NAME: Charles N. Lolies	SOC. SEC. NO.:
POSITION: Water Supervisor	DEPT.: Water Department
	٨ ٢٠٠٠
	_ARY: PERIOD:
CURRENT: GRADE: <u>74</u> STEP: <u>13</u>	SALARY:\$70,977
JOB PERFORMANCE EVALUATION	
YEAR 1 2 3 4	(CIRCLE)
DATE OF SUCCES	SSFUL COMPLETION OF PROBATIONARY PERIOD AND
RECOMMENDATI	ON BY DEPARTMENT FOR PERMANENT STATUS. STEP: SALARY:
	L EVALUATION AND RECOMMENDATION FOR STEP
RAISE. (YEAR	2  3  4
GRADE: \$	STEP: SALARY:
DATE OF EMPLO	YEE TERMINATION DUE TO UNSUCCESSFUL PROBA-
	FFECTIVE DATE FOR EMPLOYEE MERIT RAISE.
Date GRADE: <u>74</u> STEP: <u>14</u>	SALARY:\$74,935
	E IS BEING RECOMMENDED FOR THE INCREASE IN I HIS/HER WORK PERFORMANCE EVALUATION OUNTY PERSONNEL POLICY.
	*****
DEPARTMENT RECOMMENDATION	COUNTY MANAGER APPROVAL
	- frank fleath
DATE:	· · · · · · · · · · · · · · · · · · ·
FINANCE OFFICER	- FRY
	- CR(0)15 11
DATE:	
	-

EMPLOYMENT ACTION FORM	DATE SUBMITTED:
COUNT	Y OF PERQUIMANS
STATUS: NEW EMPLOYEE	PROBATIONARY PERIOD/MERIT RAISE
NAME: Jonathan A. Nixon	SOC. SEC. NO.:
POSITION: Emergency Services Director	DEPT.: EMS
NEW EMPLOYEE EFFECTIVE DATE:_	
	_ARY:
	PERIOD:
CURRENT: GRADE: STEP:	SALARY:
JOB PERFORMANCE EVALUATION	
YEAR 1 2 3 4	(CIRCLE)
Date RECOMMENDATI	SSFUL COMPLETION OF PROBATIONARY PERIOD AND ON BY DEPARTMENT FOR PERMANENT STATUS. STEP: SALARY:
Date RAISE. (YEAR	L EVALUATION AND RECOMMENDATION FOR STEP 2 3 4) STEP: SALARY:
Date DATE OF EMPLOY	YEE TERMINATION DUE TO UNSUCCESSFUL PROBA-
✓ <u>7/1/22</u> RECOMMENDATION AND EF Date GRADE: <u>76</u> STEP: <u>18</u>	FECTIVE DATE FOR EMPLOYEE JOB RECLASSIFICATIO SALARY:
SALARY LISTED ABOVE BASED ON COMPLETED: PER THE CO	E IS BEING RECOMMENDED FOR THE INCREASE IN HIS/HER WORK PERFORMANCE EVALUATION OUNTY PERSONNEL POLICY.
DEPARTMENT RECOMMENDATION	DATE: 6/20/22
DATE:	DATE: 6/20/22
FINANCE OFFICER	GOPV
DATE:	second line of the second s

EMPLOYMENT ACTION FORM	DATE SUBMITTED:June 29, 2022
COUNTY	OF PERQUIMANS
STATUS: NEW EMPLOYEE/F	ROBATIONARY PERIOD/MERIT RAISE
NAME:Andrea Stoner	SOC. SEC. NO.:
POSITION: 911 Shift Supervisor	DEPT,: 911 Comunications
NEW EMPLOYEE EFFECTIVE DATE:	
	\RY:
ENDING DATE OF PROBATIONARY PE	
CURRENT: GRADE: STEP:	SALARY:
JOB PERFORMANCE EVALUATION	
YEAR 1 2 3 4	(CIRCLE)
Date RECOMMENDATIO	SFUL COMPLETION OF PROBATIONARY PERIOD AND N BY DEPARTMENT FOR PERMANENT STATUS. FEP: SALARY;
Date OF ANNUAL	EVALUATION AND RECOMMENDATION FOR STEP
Date DATE OF EMPLOY	EE TERMINATION DUE TO UNSUCCESSFUL PROBA-
Date DATE OF EMPLOY	EE RESIGNATION
07/01/2022 RECOMMENDATION AND EFF Date GRADE: <u>68</u> STEP: <u>4</u>	ECTIVE DATE FOR EMPLOYEE MERIT RAISE. SALARY: <u>\$45,086 per year</u>
SALARY LISTED ABOVE BASED ON COMPLETED: PER THE CO	
DEPARTMENT RECOMMENDATION	COUNTY MANAGER APPROVAL Mauh Leath
DATE: 6/30/20	DATE: 6/30/27
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	Revised 7/05

EMPLOYMENT ACTION FORM DATE SUBMITTED:June 29, 2022
COUNTY OF PERQUIMANS
STATUS: NEW EMPLOYEE/PROBATIONARY PERIOD/MERIT RAISE
NAME: Krystal Tutwiler SOC. SEC. NO.:
POSITION: 911 Shift Supervisor DEPT .: 911 Communications
NEW EMPLOYEE EFFECTIVE DATE:
GRADE: STEP: SALARY:
ENDING DATE OF PROBATIONARY PERIOD:
CURRENT: GRADE: STEP: SALARY:
JOB PERFORMANCE EVALUATION
 YEAR 1 2 3 4 (CIRCLE)
DATE OF SUCCESSFUL COMPLETION OF PROBATIONARY PERIOD AND 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 DATE OF EMPLOYEE TERMINATION DUE TO UNSUCCESSFUL PROBA- TIONARY PERIOD.
Date DATE OF EMPLOYEE RESIGNATION
07/01/2022       RECOMMENDATION AND EFFECTIVE DATE FOR EMPLOYEE MERIT RAISE.         Date       GRADE:       68       STEP:       7       SALARY:       548,494 per year
THE ABOVE NAMED COUNTY EMPLOYEE IS BEING RECOMMENDED FOR THE INCREASE IN SALARY LISTED ABOVE BASED ON HIS/HER WORK PERFORMANCE EVALUATION COMPLETED: PER THE COUNTY PERSONNEL POLICY.
DEPARTMENT RECOMMENDATION COUNTY MANAGER APPROVAL
DATE: 6/30/22 DATE: 6/30/22
FINANCE OFFICER
DATE:

V.D.5	-	Page	- 1
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EMPLOYMENT ACTION FORM

DATE SUBMITTED: June 27, 2022

### **COUNTY OF PERQUIMANS**

## STATUS: NEW EMPLOYEE/PROBATIONARY PERIOD/MERIT RAISE

NAME: Marleny Garcia s POSITION: Public Information Asst. IV D

SOC.: SEC. NO.: DEPT.: Social Services

EMPLOYEE EFFECTIVE DATE: GRADE: STEP:

SALARY: \$

ENDING DATE OF PROBATIONARY PERIOD: CURRENT: GRADE: STEP: SALARY:

JOB PERFORMANCE EVALUATION

YEAR 1 2 3 4 (CIRCLE)

DATE OF SUCCESSFUL COMPLETION OF PROBATIONARY PERIOD AND Date GRADE: STEP: SALARY: \$

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

DATE OF EMPLOYEE RESIGNATION:

RECOMMENDATION AND EFFECTIVE DATE FOR EMPLOYEE STEP/MERIT RAISE: Date: 7/1/2022 GRADE: 59 STEP: 2 SALARY: \$ 28,892.00 /

****

DEPARTMENT RECOMMENDATION

 $\gamma \gamma \gamma \gamma$ 

DATE: June 27, 2022

**FINANCE OFFICER** 

Anauly Heath DATE: 6/20/22

DATE:



V.D.6. - Page 1

EMPLOYMENT ACTION FORM	DATE SUBMITTED: June 3rd 2022
COUNTY	OF PERQUIMANS
STATUS: NEW EMPLOYEE/F	PROBATIONARY PERIOD/MERIT RAISE
NAME: <u>Garv Jordan</u>	SOC. SEC. NO.:
POSITION: EMS Shift Supervisor	DEPT.:
· · · · · · · · · · · · · · · · · · ·	RY:
ENDING DATE OF PROBATIONARY PER	
CURRENT: GRADE:STEP:	
	· · · · · · · · · · · · · · · · · · ·
YEAR 1 2 3 4	(CIRCLE)
	FUL COMPLETION OF PROBATIONARY PERIOD AND
	EP: SALARY:
	VALUATION AND RECOMMENDATION FOR STEP
Date RAISE, (YEAR GRADE:ST	2 3 4) EP: SALARY:
	E TERMINATION DUE TO UNSUCCESSFUL PROBA-
Date TIONARY PERIOD.	
	RESIGNATION
Date	
X 7/1/22 RECOMMENDATION AND EFFE	CTIVE DATE FOR EMPLOYEE MERIT RAISE.
	SALARY: \$23.67 Hourly
	EING RECOMMENDED FOR THE INCREASE IN SALARY
LISTED ABOVE BASED ON HIS/HER WORK PE	
PER THE COUNTY PERSONNEL POLICY.	
DEPARTMENT RECOMMENDATION	COUNTY MANAGER APPROVAL
	manu feath
- popole	All lag
D&TE:	DATE: 6/17/22
FINANCE OFFICER	
	CODV
	SARA
DATE:	
	Revised 7/05

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	V.D.6 Page 2
EMPLOYMENT ACTION FORM	DATE SUBMITTED: June 13th 2022
COUNTY O	F PERQUIMANS
PARTITIME EMS/	RESCUE EMPLOYEES
NAME: Brian Pauli	SOC. SEC. NO.:
POSITION: EMS Part-Time, AEMT	RESCUE:
	· · · · · · · · · · · · · · · · ·
GRADE: STEP: SALAR	/:
Complete following information only if for new	employee.
ADDRESS:	· · · · · · · · · · · · · · · · · · ·
CITY/STATE/ZIP:	
PHONE NUMBER:	
	<u>D'SMATE CERTIFICATE OF COMPLETION</u> ). SALARY: <u>\$ 19.37 per hour</u>
EMS DEPARTMENT RECOMMENDATION	RESCUE SQUAD RECOMMENDATION
DATE: 6/13/22	DATE:
COUNTY MANAGER APPROVAL Manh Heath	FINANCE OFFICER
Ananh Heath DATE: 6/15/22	DATE:
	COPY
	Revised 7/05

EMPLOYMENT	ACTION	FORM
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## COUNTY OF PERQUIMANS

## PARTATIME EMS/RESCUE EMPLOYEES

NAME: <u>Maria Schwartz</u>	SOC. SEC. NO.:
POSITION: EMS Part-Time, Paramedic	RESCUE:
	· · · ·
GRADE: STEP: SALARY	• •
Complete following information only if for new	emplovee.
ADDRESS:	
CITY/STATE/ZIP:	
PHONE NUMBER:	
GRADE: <u>68</u> STEP: <u>3</u>	SALARY: <u>\$21.15 per hour</u>
EMS DEPARTMENT RECOMMENDATION	RESCUE SQUAD RECOMMENDATION
DATE: 6/13/22	DATE:
COUNTY MANAGER APPROVAL manh flath	FINANCE OFFICER
DATE: 6/15/22	DATE:
	COPY

EMPLOYMENT ACTION FORM	DATE SUBMITTED:		
COUNTY OF PERQUIMANS			
	YEE/PROBATIONARY PERIOD/MERIT RAISE		
NAME: Julie Solesbee			
	DEPT.: Emergency Services		
<b>1</b> 11-11			
	_ SALARY: \$ <u>49,236</u> ARY PERIOD: <u>07/01/2023</u>		
CURRENT: GRADE: STEP:	SALARY:		
JOB PERFORMANCE EVALUAT	IÓN		
YEAR 1 2 3	4 (CIRCLE)		
Date RECOMMEN	ICCESSFUL COMPLETION OF PROBATIONARY PERIOD AND DATION BY DEPARTMENT FOR PERMANENT STATUS. STEP: SALARY:		
	INUAL EVALUATION AND RECOMMENDATION FOR STEP		
Date DATE OF EN	IPLOYEE TERMINATION DUE TO UNSUCCESSFUL PROBA- RIOD.		
Date DATE OF EN	IPLOYEE RESIGNATION		
Date GRADE: STEP:	ND EFFECTIVE DATE FOR EMPLOYEE MERIT RAISE.		
SALARY LISTED ABOVE BASED	OYEE IS BEING RECOMMENDED FOR THE INCREASE IN ON HIS/HER WORK PERFORMANCE EVALUATION HE COUNTY PERSONNEL POLICY.		
	COUNTY MANAGER APPROVAL March Heath DATE: 6/30/22		
DATE: 6/29/2022	DATE: <u>\$\beta\22</u>		
FINANCE OFFICER	GOPY		
	nn		

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Revised 7/05

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# DATE SUBMITTED: June 13th 2022

### COUNTY OF PERQUIMANS

# PARTITIME EMS/RESCUE EMPLOYEES

NAM	E: Mark Symons	SOC. SEC. NO.:
POSI	TION: EMS Part-Time, EMT	RESCUE:
	EW EMPLOYEE EFFECTIVE DATE:	· · · · · ·
	GRADE: STEP: SALARY:	
<u>Com</u>	lete following information only if for new e	mployee.
ADD	RESS:	
CITY	STATE/ZIP:	
PHO	NE NUMBER:	
EMS	GRADE: <u>63</u> STEP: <u>5</u>	STATE CERTIFICATE OF COMPLETION). SALARY: <u>\$17.82 per hour</u> RESCUE SQUAD RECOMMENDATION
DA	te: 6/13/22	DATE:
	TE: 6/15/22	
DA	TE: <u>6/15/22</u>	DATE:
		Revised 7/05

	V.D.7 Page 1
EMPLOYMENT ACTION FORM	DATE SUBMITTED: 6/28/22
COUNT	Y OF PERQUIMANS
STATUS: NEW EMPLOYEE/	PROBATIONARY PERIOD/MERIT RAISE
NAME SHALON COOLER	SOC SEC NO
NAME: CHARLON OCLUE MANAGER	SOC. SEC. NO.: DEPT.:/ <i>NSPECTIONS</i>
FOSITION. <u>(AF 1000 - 10/17/17/07</u>	
	ARY:
ENDING DATE OF PROBATIONARY P	
CURRENT: GRADE: 6 STEP: ~	SALARY: 36 6 33 -
JOB PERFORMANCE EVALUATION	
YEAR 1 2 3 4	(CIRCLE)
Date RECOMMENDATIO	SFUL COMPLETION OF PROBATIONARY PERIOD AND ON BY DEPARTMENT FOR PERMANENT STATUS. TEP: SALARY:
	EVALUATION AND RECOMMENDATION FOR STEP 2 3 4) FEP: SALARY:
Date DATE OF EMPLOY	EE TERMINATION DUE TO UNSUCCESSFUL PROBA-
	FECTIVE DATE FOR EMPLOYEE MERIT RAISE. SALARY: $36/351$
SALARY LISTED ABOVE BASED ON COMPLETED: $2 \cdot 4 - 1 \cdot 1$ PER THE CO	IS BEING RECOMMENDED FOR THE INCREASE IN HIS/HER WORK PERFORMANCE EVALUATION JUNTY PERSONNEL POLICY.
DEPARTMENT RECOMMENDATION	COUNTY MANAGER APPROVAL
1110	manh tleath
DATE: 6/28/22	manh tfeath DATE: 6/30/22
FINANCE OFFICER	
	(Camp)V7
DATE:	U TIYE

EMPLOYMENT ACTION FORM	DATE SUBMITTED: $\frac{6/28/22}{2}$
COUNTY	OF PERQUIMANS
STATUS: NEW EMPLOYEE/P	ROBATIONARY PERIOD/MERIT RAISE
NAME: ERLE SOLESBEE	SOC, SEC. NO.:
POSITION: ASSISTANT BULLING IN	SOC. SEC. NO.:
	DV-
ENDING DATE OF PROBATIONARY PE	RY:
CURRENT: GRADE: STEP:	SALARY:
JOB PERFORMANCE EVALUATION	
YEAR 1 2 3 4	(CIRCLE)
Date RECOMMENDATIO	SFUL COMPLETION OF PROBATIONARY PERIOD AND N BY DEPARTMENT FOR PERMANENT STATUS. "EP: SALARY:
	EVALUATION AND RECOMMENDATION FOR STEP 2 3 4) EP: SALARY:
Date DATE OF EMPLOYE	EE TERMINATION DUE TO UNSUCCESSFUL PROBA-
Date GRADE: 51 STEP: 52-2	ECTIVE DATE FOR EMPLOYEE MERIT RAISE.
SALARY LISTED ABOVE BASED ON	IS BEING RECOMMENDED FOR THE INCREASE IN HIS/HER WORK PERFORMANCE EVALUATION UNTY PERSONNEL POLICY.
DEPARTMENT RECOMMENDATION	DATE: 4/3-122
DATE: 6/28/22	DATE: 4/3-/22
FINANCE OFFICER	
DATE:	COPY

V.D.8 Page	: 1
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EMPLOYMENT ACTION FORM	DATE SUBMITTED: 7/1/22
	OF PERQUIMANS PROBATIONARY PERIOD/MERIT RAISE
NAME: JOHN DOWNUM JR. POSITION: Athletic Program Super	SOC. SEC. NO.: UISOL DEPT.: <u>Recreation</u>
GRADE: STEP: SALA	\RY:
CURRENT: GRADE: STEP;	SALARY:
JOB PERFORMANCE EVALUATION YEAR 1 2 3 4	(CIRCLE)
Date RECOMMENDATIO	SFUL COMPLETION OF PROBATIONARY PERIOD AND N BY DEPARTMENT FOR PERMANENT STATUS. "EP: SALARY:
DATE OF ANNUAL	EVALUATION AND RECOMMENDATION FOR STEP 2 3 4) EP: SALARY:
	E TERMINATION DUE TO UNSUCCESSFUL PROBA-
Date GRADE: 64 STEP: 3	ECTIVE DATE FOR EMPLOYEE MERIT RAISE.
THE ABOVE NAMED COUNTY EMPLOYEE SALARY LISTED ABOVE BASED ON	IS BEING RECOMMENDED FOR THE INCREASE IN HIS/HER WORK PERFORMANCE EVALUATION JNTY PERSONNEL POLICY.
DEPARTMENT RECOMMENDATION	COUNTY MANAGER APPROVAL Maule feath
DATE: 63022	DATE: 6/30/22
FINANCE OFFICER	4 F
DATE:	JOPY

EMPLOYMENT ACTION FORM D	DATE SUBMITTED: JUNE 28,2022
COUNTY OF P	
STATUS: NEW EMPLOYEE/PROB	ATIONARY PERIOD/MERIT RAISE
NAME: DONNA H. Phelps POSITION: Assistant	DEPT .: Register of Deeds
GRADE:STEP:SALARY: ENDING DATE OF PROBATIONARY PERIOD	
CURRENT: GRADE: 40 STEP: 9 SALA	RY: \$ 35,807
JOB PERFORMANCE EVALUATION	
YEAR 1 2 3 4 (CIRC	LE)
Date RECOMMENDATION BY	COMPLETION OF PROBATIONARY PERIOD AND DEPARTMENT FOR PERMANENT STATUS, SALARY:
<b>4</b> 4	UATION AND RECOMMENDATION FOR STEP
Date RAISE. (YEAR 2 GRADE:STEP:	3 4)SALARY;
Date DATE OF EMPLOYEE TEI Date TIONARY PERIOD.	RMINATION DUE TO UNSUCCESSFUL PROBA-
Date GRADE: <u>LOO</u> STEP: <u>/O</u> STEP: <u>/OSTEP: <u>/O</u>STEP: <u>/OSTEP: <u>/OSTEP</u>: <u>/OSTEP</u>: <u>/OSTEP</u>: <u>/OSTEP: <u>/OSTEP</u>: <u>/OSTEP</u>: <u>/OSTEP</u>: <u></u></u></u></u></u></u></u></u></u></u>	
SALARY LISTED ABOVE BASED ON HIS/H COMPLETED: <u>1.2/2/</u> PER THE COUNTY	PERSONNEL POLICY.
DEPARTMENT RECOMMENDATION	COUNTY MANAGER APPROVAL
DATE: JUNE 28, 2022	DATE:
FINANCE OFFICER	
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	Revised 7/05

EMI	PLOYMENT ACTION FORM	DATE SUBMITTED: _	V.D.10 Page 1 6 - 27 - 22
	COUNT	Y OF PERQUIMANS	
	STATUS: NEW EMPLOYEE	PROBATIONARY PERIOD	MERIT RAISE
NAN	IE: Victor Ray Fesperman, Jr	SOC. SEC. NO.	
POS	ITION: Sergeant	DEPT.: Sheriff	's Office
	NEW EMPLOYEE EFFECTIVE DATE:_		
	GRADE: STEP: SAL	ARY:	*****
	ENDING DATE OF PROBATIONARY P	PERIOD:	*******
CUR	RENT: GRADE: 67 STEP: 8	SALARY: \$46,180	
	JOB PERFORMANCE EVALUATION		
	YEAR 1 2 3 4	(CIRCLE)	
	DATE OF SUCCES	SSFUL COMPLETION OF PRO	BATIONARY PERIOD AND
	Date RECOMMENDATIO	ON BY DEPARTMENT FOR P	ERMANENT STATUS.
		LEVALUATION AND RECOM	
	Date RAISE. (YEAR GRADE: 67 S	2 3 4) STEP: 10 SALARY: \$49,9	943
	Manage and a second	EE TERMINATION DUE TO L	INSUCCESSFUL PROBA-
	Date TIONARY PERIOD	•	
	RECOMMENDATION AND EF		
	Date GRADE: STEP:	SALARY:	
SALA	ABOVE NAMED COUNTY EMPLOYEE RY LISTED ABOVE BASED ON PLETED: PER THE CO	HIS/HER WORK PERFO	RMANCE EVALUATION
DEPA	****	COUNTY MANAG	
			T
DA ⁻	Melton Malto TE: <u>6-27-22</u>	DATE: 6/28/	22-
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DATE:

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EMPLOYMENT ACTION FORM	V.D.10 Page 2 DATE SUBMITTED: <u>6 - 27 - 22</u>
COUNTY	OF PERQUIMANS
	ROBATIONARY PERIOD/MERIT RAISE
NAME: James Fowden	SOC. SEC. NO.:
	DEPT.: Sheriff's Office
	۲۷:
ENDING DATE OF PROBATIONARY PER	
CURRENT: GRADE: 68 STEP: 5 \$	SALARY: \$44,839
JOB PERFORMANCE EVALUATION	
YEAR 1 2 3 4 (	CIRCLE)
Date RECOMMENDATION	FUL COMPLETION OF PROBATIONARY PERIOD AND BY DEPARTMENT FOR PERMANENT STATUS. EP: SALARY:
	VALUATION AND RECOMMENDATION FOR STEP 2 3 4) EP: 7 SALARY: \$48,494
Date Date OF EMPLOYED	E TERMINATION DUE TO UNSUCCESSFUL PROBA-
	ECTIVE DATE FOR EMPLOYEE MERIT RAISE.
	S BEING RECOMMENDED FOR THE INCREASE IN HIS/HER WORK PERFORMANCE EVALUATION NTY PERSONNEL POLICY.
DEPARTMENT RECOMMENDATION	COUNTY MANAGER APPROVAL
Melto white	frank fleath
DATE: <u>6-27-2-2-</u>	DATE: 6/20/22
	· · · · · · · · · · · · · · · · · · ·
FINANCE OFFICER	RADEV
DATE:	L TLYY

EMPLOYMENT ACTION FORM D	ATE SUBMITTED: 6 - 27-22
COUNTY OF PI	ERQUIMANS
STATUS: NEW EMPLOYEE/PROBA	TIONARY PERIOD/MERIT RAISE
NAME: Kendali Harreli	SOC. SEC. NO.: '
POSITION: Sergeant	DEPT.: Sheriff's Office
	*****
GRADE: STEP: SALARY:	
ENDING DATE OF PROBATIONARY PERIOD:	
CURRENT: GRADE: 67 STEP: 10 SALAI	
JOB PERFORMANCE EVALUATION	
YEAR 1 2 3 4 (CIRC	LE)
Date RECOMMENDATION BY D	OMPLETION OF PROBATIONARY PERIOD AND EPARTMENT FOR PERMANENT STATUS. SALARY:
	ATION AND RECOMMENDATION FOR STEP 3 4) SALARY: \$51,162
Date Date OF EMPLOYEE TER	MINATION DUE TO UNSUCCESSFUL PROBA-
Date GRADE:STEP:SA	E DATE FOR EMPLOYEE MERIT RAISE. LARY:
THE ABOVE NAMED COUNTY EMPLOYEE IS BEIL SALARY LISTED ABOVE BASED ON HIS/HI COMPLETED:PER THE COUNTY F	ER WORK PERFORMANCE EVALUATION PERSONNEL POLICY.
DEPARTMENT RECOMMENDATION	COUNTY MANAGER APPROVAL
Statto White	Jnanh Heath
DATE: <u>6-27-22</u>	DATE: 6/20/22
FINANCE OFFICER	
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V.D.10. - Page 3

DATE: _____

EMPLOYMENT ACTION FORM	V.D.10 Page 4 <b>DATE SUBMITTED</b> : <u>6 - 2-7 - 2-2</u>
COUNTY	OF PERQUIMANS
STATUS: NEW EMPLOYEE/P	ROBATIONARY PERIOD/MERIT RAISE
NAME: David Murray	SOC. SEC. NO.:
POSITION: Sergeant	DEPT.: Sheriff's Office
NEW EMPLOYEE EFFECTIVE DATE:	
GRADE: STEP: SALA	RY:
ENDING DATE OF PROBATIONARY PE	
CURRENT: GRADE: 67 STEP: 5	SALARY: \$42,908
JOB PERFORMANCE EVALUATION	
YEAR 1 2 3 4	(CIRCLE)
Date RECOMMENDATIO	SFUL COMPLETION OF PROBATIONARY PERIOD AND N BY DEPARTMENT FOR PERMANENT STATUS. "EP: SALARY:
	EVALUATION AND RECOMMENDATION FOR STEP 2 3 4) EP: 8 SALARY: \$47,565
Date Date OF EMPLOYE	E TERMINATION DUE TO UNSUCCESSFUL PROBA-
RECOMMENDATION AND EFF     Date GRADE: STEP:	ECTIVE DATE FOR EMPLOYEE MERIT RAISE.
	IS BEING RECOMMENDED FOR THE INCREASE IN HIS/HER WORK PERFORMANCE EVALUATION JNTY PERSONNEL POLICY.
DEPARTMENT RECOMMENDATION <u><u><u>A</u></u><u><u>A</u><u>A</u><u>A</u><u>A</u><u>A</u><u>A</u><u>A</u><u>A</u><u>A</u><u>A</u><u>A</u></u></u>	county MANAGER APPROVAL Inauch Heath DATE: 6/28/22
FINANCE OFFICER	
	GOPY

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DATE: _____

EMPLOYMENT ACTION FORM	V.D.10 Page 5 DATE SUBMITTED: <u>6 - 27 - 22</u>
STATUS: NEW EMPLOYEE	PROBATIONARY PERIOD/MERIT RAISE
NAME: Dean Polumbo, Jr.	SOC. SEC. NO.:
POSITION: Deputy	DEPT.: Sheriff's Office
	.ARY:
	PERIOD:
r1	_ SALARY: \$36,531
JOB PERFORMANCE EVALUATION	
YEAR 1 2 3 4	(CIRCLE)
Date RECOMMENDATI	SSFUL COMPLETION OF PROBATIONARY PERIOD AND ON BY DEPARTMENT FOR PERMANENT STATUS. STEP: SALARY:
	L EVALUATION AND RECOMMENDATION/FOR STEP
	2 3 4) STEP: 3 SALARY: \$38,543
Date DATE OF EMPLOY	YEE TERMINATION DUE TO UNSUCCESSFUL PROBA-
	FECTIVE DATE FOR EMPLOYEE MERIT RAISE.
SALARY LISTED ABOVE BASED ON COMPLETED: PER THE CO	E IS BEING RECOMMENDED FOR THE INCREASE IN HIS/HER WORK PERFORMANCE EVALUATION OUNTY PERSONNEL POLICY.
DEPARTMENT RECOMMENDATION	COUNTY MANAGER APPROVAL
Helto maito	frank yeath
<u>Melton mhito</u> DATE: <u>6-27-22</u>	DATE: 6/28/2-2-
FINANCE OFFICER	BADY
	. <u>6</u> UP 1
DATE:	

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EMPLOYMENT ACTION FORM
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V.D.10. - Page 6 DATE SUBMITTED: <u>6 - 27 - 22</u>

COUNTY OF PERQUIMANS
STATUS: NEW EMPLOYEE/PROBATIONARY PERIOD/MERIT RAISE
NAME: Thomas Reid SOC. SEC. NO.:
POSITION: Chief Deputy DEPT.: Sheriff's Office
GRADE: STEP: SALARY:
ENDING DATE OF PROBATIONARY PERIOD:
CURRENT: GRADE: 70STEP: 6SALARY: \$50,190
JOB PERFORMANCE EVALUATION
YEAR 1 2 3 4 (CIRCLE)
-
Date Date OF SUCCESSFUL COMPLETION OF PROBATIONARY PERIOD AND RECOMMENDATION BY DEPARTMENT FOR PERMANENT STATUS. GRADE: STEP: SALARY:
7/1/22 DATE OF ANNUAL EVALUATION AND RECOMMENDATION FOR STEP
Date RAISE. (YEAR 2 3 4) GRADE: 72 STEP: 5 SALARY: \$55,075
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.
Shelts white frank feath
<u>Alto mite</u> DATE: <u>6-27-22</u> DATE: <u>6/28/22</u>
FINANCE OFFICER COPY
DATE:

EMPLOYMENT ACTION FORM	DATE SUBMITTED:
	PERQUIMANS
STATUS: NEW EMPLOYEE/PROI	BATIONARY PERIOD/MERIT RAISE
NAME: Lacy Robeson, III	SOC. SEC. NO.:
POSITION: Investigator	DEPT.: Sheriff's Office
ENDING DATE OF PROBATIONARY PERIO	);
CURRENT: GRADE: 68STEP: 5SAL	ARY: \$44,839
JOB PERFORMANCE EVALUATION	
YEAR 1 2 3 4 (CIF	CLE)
Date RECOMMENDATION BY	COMPLETION OF PROBATIONARY PERIOD AND DEPARTMENT FOR PERMANENT STATUS. 
Date RAISE. (YEAR 2	LUATION AND RECOMMENDATION FØR STEP 3 4) 10 SALARY: \$52,191
Date DATE OF EMPLOYEE TE	ERMINATION DUE TO UNSUCCESSFUL PROBA-
RECOMMENDATION AND EFFECT       Date     GRADE:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP:STEP: _	IVE DATE FOR EMPLOYEE MERIT RAISE. SALARY:
THE ABOVE NAMED COUNTY EMPLOYEE IS B SALARY LISTED ABOVE BASED ON HIS/ COMPLETED: PER THE COUNTY	HER WORK PERFORMANCE EVALUATION
DEPARTMENT.RECOMMENDATION	COUNTY MANAGER APPROVAL
	to a note the the
Alton mit DATE: <u>6-27-22</u>	Jnanh Heath DATE: 6/20/22
FINANCE OFFICER	COPY

V.D.10. - Page 7

EMPLOYMENT ACTION FORM	V.D.10 Page 8 DATE SUBMITTED: <u>6 -27-22</u>	
COUNTY	OF PERQUIMANS	
STATUS: NEW EMPLOYEE/P	ROBATIONARY PERIOD/MERIT RAISE	
NAME: Jacob Sikes	SOC. SEC. NO.:	
	DEPT.: Sheriff's Office	
	RY;	
ENDING DATE OF PROBATIONARY PE		
JOB PERFORMANCE EVALUATION	SALARY: \$35,638	
YEAR 1 2 3 4	(CIRCLE)	
Date DATE OF SUCCESS Date RECOMMENDATION GRADE: ST	GFUL COMPLETION OF PROBATIONARY PERIOD AND N BY DEPARTMENT FOR PERMANENT STATUS. EP: SALARY:	
	EVALUATION AND RECOMMENDATION FOR STEP 2 3 4) EP: 2 SALARY: \$37,626	
Date Date OF EMPLOYE	E TERMINATION DUE TO UNSUCCESSFUL PROBA-	
Date GRADE: STEP: THE ABOVE NAMED COUNTY EMPLOYEE I SALARY LISTED ABOVE BASED ON COMPLETED: PER THE COL		
DEPARTMENT RECOMMENDATION Addie Martin DATE: 6-27-22	county Manager Approval franch fleath DATE: <u>6/2e/22</u>	
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	V.D.10 Page 9	
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DATE SUBMITTED:	6-27-22	
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COUNTY OF PERQUIMANS				
STATUS: NEW EMPLOYEE/PROBATIONARY PERIOD/MERIT RAISE				
NAME: Preston Ward, Jr SOC. SEC. NO.: POSITION: Investigator DEPT.: Sheriff's Office				
NEW EMPLOYEE EFFECTIVE DATE:   GRADE: STEP:   STEP: SALARY:   ENDING DATE OF PROBATIONARY PERIOD:				
CURRENT: GRADE: 68STEP: 5SALARY: \$44,839 JOB PERFORMANCE EVALUATION YEAR 1 2 3 4 (CIRCLE)				
Date Date OF SUCCESSFUL COMPLETION OF PROBATIONARY PERIOD AND RECOMMENDATION BY DEPARTMENT FOR PERMANENT STATUS.				
7/1/22 DATE OF ANNUAL EVALUATION AND RECOMMENDATION FOR STEP   Date RAISE. (YEAR 2 3 4)   GRADE: 68 STEP: 10 SALARY: \$52,191				
Date Date OF EMPLOYEE TERMINATION DUE TO UNSUCCESSFUL PROBA- 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 Mail faith DATE: <u>6-27-22</u> DATE: <u>6/29/22</u>				
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EMPLOYMENT ACTION FORM

DATE SUBMITTED:

V.D.10. - Page 10 6 - 27 - 22

COUNTY OF PERQUIMANS
STATUS: NEW EMPLOYEE/PROBATIONARY PERIOD/MERIT RAISE
NAME: LeAnne Wynne SOC. SEC. NO.:
POSITION: Office Manager DEPT.: Sheriff's Office
GRADE: STEP: SALARY:
ENDING DATE OF PROBATIONARY PERIOD:
CURRENT: GRADE: 60 STEP: 9 SALARY: \$34,764
JOB PERFORMANCE EVALUATION
YEAR 1 2 3 4 (CIRCLE)
Date DATE OF SUCCESSFUL COMPLETION OF PROBATIONARY PERIOD AND RECOMMENDATION BY DEPARTMENT FOR PERMANENT STATUS, GRADE: STEP: SALARY:
7/1/22 Date OF ANNUAL EVALUATION AND RECOMMENDATION FOR STEP   Date RAISE. (YEAR 2 3 4)   GRADE: 62 STEP: 10 SALARY: \$40,078
Date DATE OF EMPLOYEE TERMINATION DUE TO UNSUCCESSFUL PROBA- 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
Alto white Inquite the oth
DATE: $6 - 27 - 22$ DATE: $6/20/22$
FINANCE OFFICER
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Revised 7/05

EMPLOYMENT ACTION FORM DATE SUBMITTED: 6/27/22					
COUNTY OF PERQUIMANS STATUS: NEW EMPLOYEE/PROBATIONARY PERIOD/MERIT RAISE					
NAME: Janet Stalling Soc. SEC. NO .:					
NAME: Janet Stalling Soc. SEC. NO .: POSITION: Scretary Technician DEPT .: Soil + Water Consistent					
NEW EMPLOYEE EFFECTIVE DATE:					
GRADE:STEP:SALARY:					
ENDING DATE OF PROBATIONARY PERIOD:					
CURRENT: GRADE: 61 STEP: 7 SALARY: 534,598 9					
JOB PERFORMANCE EVALUATION					
YEAR 1 2 3 4 (CIRCLE)					
Date OF SUCCESSFUL COMPLETION OF PROBATIONARY PERIOD AND Date Date Commendation By DEPARTMENT FOR PERMANENT STATUS. GRADE:STEP:SALARY:					
GRADE:STEP:SALART					
Date RAISE. (YEAR 2 3 4) GRADE:STEP:SALARY:					
Date OF EMPLOYEE TERMINATION DUE TO UNSUCCESSFUL PROBA-					
THE ABOVE NAMED COUNTY EMPLOYEE IS BEING RECOMMENDED FOR THE INCREASE IN SALARY LISTED ABOVE BASED ON HIS/HER WORK PERFORMANCE EVALUATION COMPLETED:PER THE COUNTY PERSONNEL POLICY.					
DEPARTMENT RECOMMENDATION COUNTY MANAGER APPROVAL					
DATE: 6/27/22 DATE:					
FINANCE OFFICER COPY					
DATE:Revised 7/05					

EMPLOYMENT ACTION FORM DATE SUBMITTED: <u>6-30-2022</u>
COUNTY OF PERQUIMANS
STATUS: NEW EMPLOYEE/PROBATIONARY PERIOD/MERIT RAISE
NAME: KIMBERLY BRAY SOC. SEC. NO.:
POSITION: ASSISTANT TAX ADMINISTRATOR DEPT.: TAX
GRADE: STEP: SALARY:
ENDING DATE OF PROBATIONARY PERIOD:
CURRENT: GRADE: <u>66</u> STEP: <u>8</u> SALARY: <u>\$ 44,192</u>
YEAR 1 2 3 4 (CIRCLE)
DATE OF SUCCESSFUL COMPLETION OF PROBATIONARY PERIOD AND RECOMMENDATION BY DEPARTMENT FOR PERMANENT STATUS. GRADE: STEP: SALARY:
DATE OF ANNUAL EVALUATION AND RECOMMENDATION FOR STEP   RAISE. (YEAR 2 3 4)   GRADE: STEP: SALARY:
DATE OF EMPLOYEE TERMINATION DUE TO UNSUCCESSFUL PROBA- TIONARY PERIOD.
Image: Contract of the second state
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
Bitt Jennings Maule Heath
Bill Jennings Mauli Geath DATE: <u>6:30-2022</u> DATE: <u>6/30/22</u>
FINANCE OFFICER



DATE: _____

EM	PLOY	VIENT ACTI	ON FORM	I	DAT	E SUBMI	TTED: _	$\varphi/4$	-1/2000
		STATUS:	NEW EM		Y OF PER /PROBATI			MERIT R	AISE
NAI	VIE: F	Robert Smith	ı			SOC. S	EC. NO.		
							Water	****	
	GRAD	EMPLOYEE DE: NG DATE OF	STEP:	SAL	ARY:				
	RENT:	GRADE:	STE	P:	_ SALARY			<u> </u>	
		PERFORMAN							
	YEAR	1	23	4	(CIRCLE)	)			
		Date	RECOM		ON BY DEP	ARTMENT	FOR PI		ARY PERIOD AND NT STATUS.
	□ <u> </u>	Date							ON FOR STEP
<b>-</b> 111 <b>-</b> 11		Date	DATE OF			NATION D	UE TO U	NSUCCE	SSFUL PROBA-

χ 7/1/2022_RECOMMENDATION AND EFFECTIVE DATE FOR EMPLOYEE MERIT RAISE. Date GRADE: 58____STEP: 3_____SALARY: 28,324_____

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 2022 27 Ω DATE:

FINANCE OFFICER

COUNTY MANAGER APPROVAL

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V.D.13. - Page 1

DATE: _____

EMPI	LOYMENT ACTION FOR	M DA	TE SUBMITTED: _	V.D.13 Page 2 (p - 27 - 2022)
		COUNTY OF PER	RQUIMANS	
	STATUS: NEW EI	MPLOYEE/PROBAT	IONARY PERIOD/	MERIT RAISE
NAME	: Bea Speath		SOC. SEC. NO.	**************************************
POSIT	ION: Water Clerk I		DEPT.: Water_	
	NEW EMPLOYEE EFFECT	VE DATE:		
Ċ	SRADE: STEP:	SALARY:		
	NDING DATE OF PROBA			
CURR	ENT: GRADE: ST	EP: SALARY	[:	
	OB PERFORMANCE EVA			
Y	'EAR 1 2 3	4 (CIRCLE	:)	
C				DBATIONARY PERIOD AND ERMANENT STATUS.
		STEP:		
		OF ANNUAL EVALUA (YEAR 2		MENDATION FOR STEP
	GRADE	: STEP:	3 4) SALARY:	
		OF EMPLOYEE TERM	INATION DUE TO U	INSUCCESSFUL PROBA-
χ 7/1	/2022_RECOMMENDATI			
D	ate GRADE: 64 ST	EP: 3 SAL.	ARY: \$17.73/Hr_	
	POVE NAMED COUNTY I			FOR THE MOREAGE IN

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.

1 4 4	*****
DEPARTMENT RECOMMENDATION	co
$- (\lambda \lambda \lambda)$	
DATE: 6-27-2022	

FINANCE OFFICER

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DATE:	

COUNTY MANAGER APPROVAL nanks Jeath DATE: 6



#### <u>NO, 1</u>

THE PERQUIMANS COUNTY BOARD OF COMMISSIONERS AT A MEETING ON THE 5th DAY OF JULY, 2022, PASSED THE FOLLOWING AMENDMENTS TO THE FY 2022 - 2023 BUDGET.

		AMC	DUNT		
CODE NUMBER	DESCRIPTION OF CODE	INCREASE	DECREASE		
10-348-000	DSS State Grants	25,200			
10-610-198	DSS - Emergency Assistance	25,200			
EXPLANATION: To amend FY 22/23 budget to correct requested/approved allocation.					

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 5th DAY OF JULY, 2022.

PASSED BY MAJORITY VOTE OF THE BOARD OF COUNTY COMMISSIONERS OF PERQUIMANS COUNTY ON 5th DAY OF JULY, 2022.

Chairman, Board of Commissioners

## BUDGET AMENDMENT PERQUIMANS COUNTY BOARD OF COMMISSIONERS

#### GENERAL FUNDS

#### <u>NO. 2</u>

THE PERQUIMANS COUNTY BOARD OF COMMISSIONERS AT A MEETING ON THE 5th DAY OF JULY, 2022, PASSED THE FOLLOWING AMENDMENTS TO THE FY 2022 - 2023 BUDGET.

		AMOUNT		
CODE NUMBER	DESCRIPTION OF CODE	INCREASE	DECREASE	
10-348-014	Foundation Grant EMS	5,000		
10-592-742	EMS - Foundation Grant Expense	5,000		
	· · · · · · · · · · · · · · · · · · ·			
EXPLANATION: To amend FY 22/23 budget to include the unencumbered FY 21/22 boat sale				
funds to be used to repair the current boat.				

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 5th DAY OF JULY, 2022.

PASSED BY MAJORITY VOTE OF THE BOARD OF COUNTY COMMISSIONERS OF PERQUIMANS COUNTY ON 5th DAY OF JULY, 2022.

Chairman, Board of Commissioners

THE PERQUIMANS COUNTY BOARD OF COMMISSIONERS AT A MEETING ON THE 5th DAY OF JULY, 2022, PASSED THE FOLLOWING AMENDMENTS TO THE FY 2022 - 2023 BUDGET.

		AMC	UNT
CODE NUMBER	DESCRIPTION OF CODE	INCREASE	DECREASE
10-348-000	DSS State Grants	1,328	
10-610-338	DSS - APS Essential Services	1,328	
	To amend FY 22/23 budget to include additiona	I funding for AP	S Essential
Services as award	ded through ARPA.		

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 5th DAY OF JULY, 2022.

PASSED BY MAJORITY VOTE OF THE BOARD OF COUNTY COMMISSIONERS OF PERQUIMANS COUNTY ON 5th DAY OF JULY, 2022.

Chairman, Board of Commissioners

THE PERQUIMANS COUNTY BOARD OF COMMISSIONERS AT A MEETING ON THE 5th DAY OF JULY, 2022, PASSED THE FOLLOWING AMENDMENTS TO THE FY 2022 - 2023 BUDGET.

		AMC	UNT
CODE NUMBER	DESCRIPTION OF CODE	INCREASE	DECREASE
10-348-000	DSS State Grants	38,009	
10-610-204	DSS - Adoption Promotion Fund	38,009	
EXPLANATION: To a	mend FY 22/23 budget to include additional fu	unding through	Adoption
Promotion Fund as aw	arded by the State.		

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 5th DAY OF JULY, 2022.

PASSED BY MAJORITY VOTE OF THE BOARD OF COUNTY COMMISSIONERS OF PERQUIMANS COUNTY ON 5th DAY OF JULY, 2022.

Chairman, Board of Commissioners

THE PERQUIMANS COUNTY BOARD OF COMMISSIONERS AT A MEETING ON THE 5th DAY OF JULY, 2022, PASSED THE FOLLOWING AMENDMENTS TO THE FY 2022 - 2023 BUDGET.

		AMC	UNT
CODE NUMBER	DESCRIPTION OF CODE	INCREASE	DECREASE
10-360-005	Opioid Settlement Fund	88,523	
10-592-745	Opioid Settlement Fund	88,523	
	1		
	mend FY 22/23 budget to include National C	Opioids Settleme	nt Funds
awarded to Perquimar	ns County for FY 22/23.		

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 5th DAY OF JULY, 2022.

PASSED BY MAJORITY VOTE OF THE BOARD OF COUNTY COMMISSIONERS OF PERQUIMANS COUNTY ON 5th DAY OF JULY, 2022.

Chairman, Board of Commissioners

THE PERQUIMANS COUNTY BOARD OF COMMISSIONERS AT A MEETING ON THE 5th DAY OF JULY, 2022, PASSED THE FOLLOWING AMENDMENTS TO THE FY 2022 - 2023 BUDGET.

		AMC	UNT
CODE NUMBER	DESCRIPTION OF CODE	INCREASE	DECREASE
10-348-018	EM - CBC Grant - EPC	323,800	
10-530-344	EM - CBC Grant - EOC	323,800	
	amend FY 22/23 budget to include addition	onal EM Fund as aw	arded through
the EM Capacity Build	ling Competitive Grant.		

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 5th DAY OF JULY, 2022.

PASSED BY MAJORITY VOTE OF THE BOARD OF COUNTY COMMISSIONERS OF PERQUIMANS COUNTY ON 5th DAY OF JULY, 2022.

Chairman, Board of Commissioners

THE PERQUIMANS COUNTY BOARD OF COMMISSIONERS AT A MEETING ON THE 5th DAY OF JULY, 2022, PASSED THE FOLLOWING AMENDMENTS TO THE FY 2022 - 2023 BUDGET.

		AMC	UNT
CODE NUMBER	DESCRIPTION OF CODE	INCREASE	DECREASE
10-348-017	EM - DPR Grant	35,823	
10-530-333	EM - DPR Grant	35,823	
EXPLANATION: To a	mend FY 22/23 budget to include the FY 21/22	unencumbered	balance for
the DPR Grant.	· · · · · · · · · · · · · · · · · · ·		

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 5th DAY OF JULY, 2022.

PASSED BY MAJORITY VOTE OF THE BOARD OF COUNTY COMMISSIONERS OF PERQUIMANS COUNTY ON 5th DAY OF JULY, 2022.

Chairman, Board of Commissioners

THE PERQUIMANS COUNTY BOARD OF COMMISSIONERS AT A MEETING ON THE 5th DAY OF JULY, 2022, PASSED THE FOLLOWING AMENDMENTS TO THE FY 2022 - 2023 BUDGET.

		AMC	UNT
CODE NUMBER	DESCRIPTION OF CODE	INCREASE	DECREASE
10-348-012	EM - State Grants	22,000	
10-530-333	EM - Performance Grant	22,000	
EXPLANATION: To a	mend FY 22/23 budget to include the uner	cumbered FY 2	1/22 boat sale
funds to be used to rej	pair the current boat.		

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 5th DAY OF JULY, 2022.

PASSED BY MAJORITY VOTE OF THE BOARD OF COUNTY COMMISSIONERS OF PERQUIMANS COUNTY ON 5th DAY OF JULY, 2022.

Chairman, Board of Commissioners

#### ALBEMARLE COMMISSION SENIOR NUTRITION CONTRACT

This Agreement entered into as of this first day of July 2022, by and between **PERQUIMANS COUNTY** (hereinafter referred to as Contractor), and the **Albemarle Commission**, (hereinafter referred to as AC), with offices located at 512 South Church St., Hertford, North Carolina, WITNESSETH THAT;

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

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

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

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

1. <u>Employment of Contractor</u>: AC hereby agrees to engage the Contractor to perform the services hereinafter set forth.

## 2. <u>Time of Performance</u>: The services of the Contractor are to commence on July 1, 2022, and shall be completed by June 30, 2023.

- 3. <u>Scope and location of Services</u>: The Contractor shall do, perform, and carry out in a satisfactory and proper manner, as determined by AC, the agreements and assurances required in the Request for Proposal and the services specified in No. 35—<u>Special Conditions</u>.
- <u>Personnel</u>: The Contractor represents that it has, or will secure at its own expenses, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of, or have any contractual relationship with AC. All personnel engaged in the work shall be fully qualified.

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

5. <u>Compensation</u>: The Contractor and AC expressly understand and agree that in no event will the total compensation and reimbursement paid thereunder by the AC exceed the maximum of Twelve Thousand and Four Hundred Fifty Seven Dollars and Fifty Three Cents (12,457.53) for 999 hours of Nutrition Service, and shall constitute full and complete compensation for the Contractor's services hereunder.

- 6. <u>Reimbursement Rate Per Unit of Service</u>: Albematle Commission will reimburse the Contractor <u>\$12.47</u> for each hour of Nutrition Service served to eligible clients, such units of service being defined in No. 35 – <u>Special Conditions</u>.
- 7. <u>Reprogramming of Funds</u>: It is understood and agreed that, in the event that the amount of funds received from the North Carolina Division of Aging is reduced, AC may in turn, decrease the total compensation and reimbursement to be paid hereunder and in accordance with Paragraph 14, changes in the Scope of Services.
- 8. <u>Change of Reimbursement</u>. At its sole discretion, AC may re-negotiate the reimbursement shown in Paragraph 6 of this Agreement. However, in no case will AC increase the overall amount shown in Paragraph 5.

The parties agree they will consider <u>increasing</u> the reimbursement rate only under two circumstances:

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

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

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

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

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

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

- 12. <u>Cost Sharing</u>: Cost Sharing is any money received by Contractor as a direct result of contract activity. Contractor shall maintain daily records of activity, Contractor shall maintain daily records of activity. Program income shall be used in the same year it is received to provide additional services.
- 13. <u>Monitoring, Auditing and Reporting</u>: The Contractor agrees to submit to audit by AC, the State of North Carolina, or the federal government for a three year period following final payment under the terms of this Agreement. The Contractor agrees to permit monitoring by AC, its staff and appropriate representatives, and to comply with such reporting procedures as may be established by AC. The Contractor further agrees that all pertinent financial records shall be made available for copying upon request by AC, the state or federal government, or their agents.

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

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

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

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

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

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

- 16. Cancellation for Convenience of AC: AC may cancel this Agreement at any time by giving written notice to the Contractor of such cancellation and specifying the effective date of such cancellation. If the Agreement is canceled by AC as provided herein, the Contractor will be paid for work satisfactorily completed.
- 17. Disputes: Any disputes which arise in the interpretation of this contract shall be resolved in the following manner:

a) The Contractor shall submit a letter to AC specifying the nature of the dispute asking for resolution of the dispute.

b) The Executive Director of the AC will meet with the Contractor to resolve the dispute. The Executive Director of the AC will document the resolution in a letter to the Project Manager.

c) If the Contractor is dissatisfied with the resolution of the dispute decided by the AC Executive Director, the Contractor may appeal the Executive Director's decision in writing to the AC Budget and Personnel Committee. d) <u>The AC Budget and Personnel Committee</u> will consider the appeal at its next scheduled meeting, which shall occur no less than 10 days following receipt of the written appeal request. The decision of the Budget and Personnel Committee is final.

- Subcontracting: None of the work or service covered by this Agreement shall be subcontracted without the prior written approval of AC. All approved subcontracts must conform to the applicable requirements set forth in this Agreement and must attach and include by reference Appendix A - <u>Scope of</u> <u>Services.</u>
- 19. Compliance with Service Standards and Required Procedures: Contractor shall perform the services set forth in this Agreement in compliance with applicable standards and procedures specified in Appendix A <u>Scope of Services</u>. Contractor further agrees to comply with applicable standards for this service which are, or may be, specified by the North Carolina Division of Aging, any other State of North Carolina agency, the Division of Aging Policy Manual, and the AC Policy Manual.
- 20. <u>Service Priorities</u>: Contractor shall give priority for service to those older people with the greatest social and economic need. Where the nature of the service allows, Contractor shall make special efforts to serve the moderately impaired, isolated and homebound elderly on a priority basis, as set out in the proposal and as indicated in the service standards established by the Division of Aging.
- 21. <u>Equal Opportunity and Affirmative Action</u>: In carrying out this contract, Contractor shall deny none of the benefits or services of the program to any eligible recipient on the grounds of age, sex, religion, race, color, handicap, or national origin.

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

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

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

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

- 22. <u>Confidentiality</u>: Any reports, recipient information, data, or other materials given to, or prepared or assembled by the Contractor under this Agreement which AC requests to be kept confidential, shall not be made available to any individual or organization by the Contractor without prior written approval of AC.
- 23. <u>Identification of Documents</u>: All reports, maps, and other documents completed as part of this Agreement, other than documents exclusively for internal use within AC, shall carry the following statement on the front cover, or a title page containing the name of AC.

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

- 24. <u>Licenses and Permits</u>: Contractor shall maintain all required licenses, permits, bonds, and insurance required for carrying out the services in Appendix A. the Contractor shall notify the AC immediately if any required licenses or other permits are canceled, suspended, or otherwise ineffective. Failure to maintain proper licenses permits, bonds and insurance shall be a basis for AC disallowing all or part of payments under this contract or for termination of this agreement for cause.
- 25. <u>Insurance</u>: Notwithstanding any other insurance requirements, Contractor shall, within ten (10) days of the effective date of this Agreement, provide AC with a certificate of insurance for public liability insurance in the minimum amount of One Hundred Thousand/Three Hundred Thousand Dollars (\$100,000/\$300,000). If Contractor uses a vehicle in fulfilling its duties under this Agreement, Contractor shall also provide evidence of automobile insurance in the minimum amount of Twenty-Five Thousand/Fifty Thousand Dollars (\$25,000/\$50,000 liability insurance and Fifty Thousand Dollars (\$50,000) property insurance. Failure to provide evidence of insurance shall be deemed an automatic violation of this Agreement and could therefore lead to termination of the Agreement by AC. The Contractor shall hold AC harmless for any damages to the person or property of any individual or organization as the result of the execution of the scope of service to be performed under this Agreement.
- 26. <u>Conflict of Interest</u>: The Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor further covenants that, in the performance of this Agreement, no person having any such interest shall be employed.

- 27. Interest of Members of AC and Others: No officer, member, or employee of AC and no member of its governing body, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercises any functions or responsibilities in the review or approval of this project, shall participate in any decision relating to this Agreement which affects his or her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
- 28. <u>Officials not to Benefit</u>: No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom.
- 29. Assignability: The Contract shall not assign, sublet, or transfer all or any portion of its interest in this Agreement without the prior written approval of the Agency's Executive Director or his authorized agent.
- 30. <u>Resources Development</u>: The Contractor shall investigate other agencies and resources providing services to the elderly and shall coordinate its own services to minimize overlap and duplication.
- 31. <u>Disaster Assistance</u>: In the event that elderly individuals are endangered by the occurrence of a tornado, fire, flood, severe temperature extremes, or other disaster-related situation, the Contractor shall cooperate with requests for assistance from AC on behalf of the elderly individuals.

# 32. <u>Attendance at AC Meetings</u>: The Contractor, upon request of AC, shall attend any committee or special meeting relating to the project, or staff development training.

- 33. <u>Participant Input</u>: The Contractor shall, with the assistance of AC, develop a procedure for providing elderly service recipients with an opportunity to assess and evaluate the program. This assessment shall be performed on a regular basis.
- 34. <u>Applicable Laws, Rules, and Regulations</u>: This contract shall be deemed to have been executed and performed in the State of North Carolina, and all questions of interpretation and construction shall be construed by the laws of such State. In addition, Contractor shall be governed by all applicable Federal, State, and Local rules, regulations and policies.
- 35. Special Conditions:

#### Appendix A-CONGREGATE NUTRITION

#### Service Definition: The provision of a meal in a group setting.

Unit of Service: One hour -four hours daily.

#### Service Objective:

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

#### Service Activities:

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

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

Food Service:

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

#### Coordinate Services:

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

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

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

#### Locale of Service:

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

#### Access to Services:

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

#### **Delivery Characteristics:**

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

- b) Two, one-half cup servings of vegetables, fruits, and full strength fruit/vegetable juices. There must be one cold source of Vitamin C which provides at least 1/3 RDA of Vitamin C daily.
- c) One serving enriched or whole grain bread, biscuits, rolls, muffins, sandwich buns, combread, other hot breads or enriched or whole grain cereals or cereal products such as rice, macaroni, dumplings, pancakes, and waffles.
- d) One teaspoon of butter or fortified margarine in a packaged chip.
- e) One, one-half cup serving of dessert which may be fruit, full strength fruit juice, pudding, gelatin, ice cream, ice milk, sherbet, cake, pie, cookies and similar foods.
- f) One-half pint of fortified whole, skim, or low-fat milk, buttermilk, yogurt, or cheese (3 ozs.).
- g) Fruit or juice used as a dessert may not be counted toward the two servings of vegetables and fruits.
  - Contractor shall tell the participants about agency procedures for service, confidentiality, waiting lists, service priorities, complaint and grievance, and other matters germane to the participants' decision to accept service, and about his opportunity to make a voluntary contribution to the program.
  - Every effort shall be made to make the dining room and meals attractive.
  - A completed calendar of site activities and programs must be posted at the beginning of the month.
  - Emergency plans must be developed for each site for medical emergencies and to evacuate the site in case of fire or explosion.
  - The contractor shall provide adequate staff to operate the program including a paid contract manager and a paid site manager for the site.
  - The site manager may be paid from Title III funds for no more than 4 hours per day and shall be responsible for site operations.
  - Must be able to work well with older adults.
  - Must be able to keep accurate records.
  - Must be able to supervise volunteers.
  - The contractor must develop a plan to recruit, orient, train, and recognize volunteers.
  - Minimum orientation and training shall include:

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

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

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

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

Prohibited Services:

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

Administrative Requirements:

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

#### Home-Delivered

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

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

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

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

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

(County)

Albemarle Commission

BY: ______(Authorized Official)

BY:_____(Executive Director)

DATE:

BY: (Area Agency on Aging Director)

DATE: _____

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

(Commission's Finance Officer)



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ELIZABETH CITY

June 28, 2022

Tracy Mathews, Finance Director P.O. Box 45 Hertford, NC 27944

Dear Ms. Mathews:

The Home and Community Care Block Grant (HCCBG) Planning Committee has determined how funding for FY 2022-2023 would be distributed among the providers.

Enclosed are the provider contracts based on their decision. These need to be signed by the Board Chair of the County Commissioners and the Finance Officer where indicated. Enclosed are two copies of the County Funding Plan (form DAAS-731) and the Agreement for the Provision of County-Based Aging Services (form DAAS-735) which need to be completed and signed by the Board Chair and Finance Officer. Please have them sign all forms, keeping a set of copies for the county and return the other set to me at the address below.

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Thank you for your assistance.

Sinçerely,

Comine A. Wilson

(Jasmine S. Wilson Aging Programs and Contract Specialist

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Page 5

#### July 1, 2022 through June 30, 2023

#### Home and Community Care Block Grant for Older Adults

## Agreement for the Provision of County-Based Aging Services

This Agreement, entered into as of this 1st day of July, 2022, by and between the County of **Perquimans** (hereinafter referred to as the "County") and the **Albemarle Commission** Area Agency on Aging, (hereinafter referred to as the "Area Agency").

Witnesseth That:

WHEREAS, the Area Agency and the County agree to the terms and conditions for provision of aging services in connection with activities financed in part by Older Americans Act grant funds, provided to the Area Agency from the United States Department of Health and Human Services through the North Carolina Division of Aging and Adult Services (DAAS) and state appropriations made available to the Area Agency through the North Carolina Division of Aging and Adult Services, as set forth in a) this document, b) the County Funding Plan, as reviewed by the Area Agency and the Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers, d) the Division of Aging and Adult Services Service Standards Manual, Volumes I through IV, and, e) the Division of Aging and Adult Services Community Service Providers.

NOW THEREFORE, in consideration of these premises, and mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

- 1. As provided in the Area Plan, community service providers specified by the County to encourage maximum collocation and coordination of services for older persons are as follows: Albemarle Commission Inter County Public Transportation Authority CNC/ Access, Inc. dba All Ways Caring
- 1(a) The Community Service Provider(s), shall be those specified in the County Funding Plan on the <u>Provider Services Summary</u> format(s) (DAAS-732) for the period ending June 30 for the year stated above.
- 2. <u>Availability of Funds</u>. The terms set forth in this Agreement for payment are contingent upon the receipt of Home and Community Care Block Grant funding by the Area Agency.
- 3. <u>Grant Administration</u>. The grant administrator for the Area Agency shall be Laura Alvarico, Area Agency Director. The grant administrator for the County shall be **Frank Heath**, **County Manager**.

It is understood and agreed that the grant administrator for the County shall represent the County in the performance of this Agreement. The County shall notify the Area Agency in writing if the administrator changes during the grant period. Specific responsibilities of the grant administrator for the County are provided in paragraph seven (7) of this Agreement.

- 4. Services authorized through the County Funding Plan, as specified on the <u>Provider Services</u> <u>Summary</u> format(s) (DAAS-732) are to commence no later than July 1 of the state fiscal year and shall be undertaken and pursued in such sequence as to assure their expeditious completion. All services required hereunder shall be completed on or before the end of the Agreement period, June 30 of the state fiscal year.
- 5. <u>Assignability and Contracting</u>. The County shall not assign all or any portion of its interest in this Agreement. Any purchase of services with Home and Community Care Block Grant for Older Adults funding shall be carried out in accordance with the procurement and contracting policy of the community services provider or, where applicable, the Area Agency, which does not conflict with procurement and contracting requirements contained in 45 CFR Part 75, Subpart D-Post Federal Award Requirements, Procurement Standards. Federal funds shall not be awarded to any subreceipients who have been suspended or debarred by the Federal government. In addition, Federal funds may not be used to purchase goods or services costing over \$100,000 from a vendor that has been suspended or debarred from Federal grant programs.
- 6. <u>Compensation and Payments to the County</u>. The County shall be compensated for the work and services actually performed under this Agreement by payments to be made monthly by the Area Agency. Total reimbursement to the community service providers under this Agreement may not exceed the grand total of Block Grant funding, as specified on the <u>Provider Services</u> <u>Summary</u> format (DAAS-732).

#### (a) Interim Payments to the County

Upon receipt of a written request from the County, the Division of Aging and Adult Services, through the Area Agency, will provide the County Finance Officer with an interim payment equivalent to seventy percent (70%) of one-twelfth (1/12) of the County's Home and Community Care Block Grant allocation by the 22nd of each month.

#### (b) <u>Reimbursement of Service Costs</u>

Reimbursement of service costs are carried out as provided in Section 3 of the N.C. Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers, revised February 17, 1997.

#### c) <u>Role of the County Finance Director</u>

The County Finance Director shall be responsible for disbursing Home and Community Care Block Grant Funding to Community Service Providers in accordance with procedures specified in the N.C. Division of Aging and Adult Services Home and Community Care Block Grant Manual for Community Service Providers, revised February 17, 1997.

#### (d) <u>Payment of Administration on Aging Nutrition Services Incentive Program (NSIP)</u> <u>Subsidy</u>

NSIP subsidy for congregate and home delivered meals will be disbursed by the Division of Aging and Adult Services through the Area Agency to the County on a monthly basis, subject to the availability of funds as specified in Section 3 of the N.C. Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Services Providers, revised February 17, 1997.

If through the US Department of Agriculture Area Agency on Aging Elections Project, the County elects to receive a portion of its USDA entitlement in the form of surplus commodity foods in lieu of cash, the Area Agency will notify the County in writing of its community valuation upon notification from the Division of Aging and Adult Services. The delivery of commodity and bonus foods is subject to availability. The County will not receive cash entitlement in lieu of commodities that are unavailable or undelivered during the Agreement period.

7. <u>Reallocation of Funds and Budget Revisions</u>. Any reallocation of Block Grant funding between counties shall be voluntary on the part of the County and shall be effective only for the period of the Agreement. The reallocation of Block Grant funds between counties will not affect the allocation of future funding to the County. If during the performance period of the Agreement, the Area Agency determines that a portion of the Block Grant will not be expended, the grant administrator for the County shall be notified in writing by the Area Agency and given the opportunity to make funds available for reallocation to other counties in the Planning and Service Area or elsewhere in the state.

The County may authorize community service providers to implement budget revisions which do not cause the County to fall below minimum budgeting requirements for access, in-home, congregate, and home delivered meals services, as specified in Division of Aging and Adult Services budget instructions issued to the County. If a budget revision will cause the County to fall below minimum budgeting requirements for any of the aforementioned services, as specified in Division of Aging and Adult Services budget in Division of Aging and Adult Services budgeting instructions issued to the County, the grants administrator for the County shall obtain written approval for the revision from the

Area Agency prior to implementation by the community service provider, so as to assure that regional minimum budgeting requirements for the aforementioned services will be met.

Unless community services providers have been given the capacity to enter data into the Aging Resources Management System (ARMS), Area Agencies on Aging are responsible for entering amended service data into the Division of Aging and Adult Services Management Information System, as specified in the N.C. Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers, revised February 17, 1997.

8. <u>Monitoring</u>. This Agreement will be monitored to assure that services are being provided as stated in the Division of Aging and Adult Service Monitoring Policies and Procedures at <u>http://www.ncdhhs.gov/aging/monitor/mpolicy.htm</u>.

The monitoring of services provided under this Agreement shall be carried out by the Area Agency on Aging in accordance with its Assessment Plan and as specified in Administrative Letter 12-08. As of July 1, 2012, DAAS Program Compliance Representatives (PCRs) are no longer monitoring HCCBG services provided through county departments of social services.

Counties and community service providers will receive a written report of monitoring findings in accordance with procedures established in Section 308 of the AAA Policies and Procedures Manual (<u>http://www.ncdhhs.gov/aging/monitor/mpolicy.htm</u>). Any areas of non-compliance will be addressed in a written corrective action plan with the community service provider.

9. <u>Disputes and Appeals</u>. Any dispute concerning a question of fact arising under this Agreement shall be identified to the designated grants administrator for the Area Agency. In accordance with Lead Regional Organization (LRO) policy, a written decision shall be promptly furnished to the designated grants administrator for the County.

The decision of the LRO is final unless within twenty (20) days of receipt of such decision the Chairman of the Board of Commissioners furnishes a written request for appeal to the Director of the North Carolina Division of Aging and Adult Services, with a copy sent to the Area Agency. The request for appeal shall state the exact nature of the complaint. The Division of Aging and Adult Services will inform the Chairman of the Board of Commissioners of its appeal procedures and will inform the Area Agency that an appeal has been filed. Procedures thereafter will be determined by the appeals process of the Division of Aging and Adult Services. The state agency address is as follows:

Director North Carolina Division of Aging and Adult Services 2101 Mail Service Center 693 Palmer Drive Raleigh, North Carolina 27699-2101
- 10. <u>Termination for Cause</u>. If through any cause, the County shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or the County has or shall violate any of the covenants, agreements, representations or stipulations of this Agreement, the Area Agency shall have the right to terminate this Agreement by giving the Chairman of the Board of Commissioners written notice of such termination no fewer than fifteen (15) days prior to the effective date of termination. In such event, all finished documents and other materials collected or produced under this Agreement shall at the option of the Area Agency, become its property. The County shall be entitled to receive just and equitable compensation for any work satisfactorily performed under this Agreement.
- 11. <u>Audit</u>. The County agrees to have an annual independent audit in accordance with North Carolina General Statutes, North Carolina Local Government Commission requirements, Division of Aging and Adult Services Program Audit Guide for Aging Services and Federal Office of Budget and Management (OMB) Uniform Guidance 2 CFR Part 200.

Community service providers, as specified in paragraph one (1), who are not units of local government or otherwise subject to the audit and other reporting requirements of the Local Government Commission are subject to audit and fiscal reporting requirements, as stated in NC General Statute 143C-6-22 and 23 and OMB Uniform Guidance CFR 2 Part 200, where applicable. Applicable community service providers must send a copy of their year-end financial statements, and any required audit, to the Area Agency on Aging. Home and Community Care Block Grant providers are not required to submit Activities and Accomplishments Reports. For-profit corporations are not subject to the requirements of OMB Uniform Guidance 2 CFR Part 200, but are subject to NC General Statute 143C-6-22 and 23 and Yellow Book audit requirements, where applicable. Federal funds may not be used to pay for a Single or Yellow Book audit if the provider receives less than \$500,000 in state funds. The Department of Health and Human Services will provide confirmation of federal and state expenditures at the close of the state fiscal year. Information on audit and fiscal reporting requirements can be found at

https://www.ncgrants.gov/NCGrants/PublicReportsRegulations.jsp

The following provides a summary of reporting requirements under NCGS 143C-6-22 and 23 and OMB Uniform Guidance 2 CFR Part 200 based upon funding received and expended during the service provider's fiscal year.

	Annual Expenditures	Report Required to AAA	Allowable Cost for Reporting
٠	Less than \$25,000 in	Certification form and State	N/A
	State or Federal funds	Grants Compliance Re-	
		porting <\$25,000 (item # 11,	
		Activities and Accomplishments	}

**DAAS-735** (revised 2/16) does <u>not</u> have to be completed) **OR** Audited Financial Statements in Compliance with GAO/GAS (i.e. Yellow Book) Greater than \$25,000 Certification form and Schedule of ÷. Ň/Α and less that \$500,000 Grantee Receipts >\$25,000 and in State Funds or Schedule of Receipts and Expendi-\$750,000 in Federal tures Funds OR. Audited Financial Statements in Compliance with GAO/GAS (i.e. Yellow Book) \$500,000 + in State funds • Audited Financial Statement in May use State funds, but but Federal pass through compliance with GAO/GAS (i.e. not Federal Funds in an amount less than Yellow Book) \$750,000 \$500,000+ in State funds Audited Financial Statement in May use State and Federal and \$750,000+ in Federal compliance with OMB Uniform funds pass through funds Guidance 2 CFR Part 200 (i.e. Single Audit) Less than \$500,000 in State Audited Financial Statement in May use Federal funds, funds and \$750,000+ in compliance with OMB Uniform but not State funds. Federal pass through funds Guidance 2 CFR Part (i.e. Single Audit)

12. <u>Audit/Assessment Resolutions and Disallowed Cost</u>. It is further understood that the community service providers are responsible to the Area Agency for clarifying any audit exceptions that may arise from any Area Agency assessment, county or community service provider single or financial audit, or audits conducted by the State or Federal Governments. In the event that the Area Agency or the Department of Health and Human Services disallows any expenditure made by the community service provider for any reason, the County shall promptly repay such funds to the Area Agency once any final appeal is exhausted in accordance with paragraph nine (9). The only exceptions are if the Area Agency on Aging is designated as a community service provider through the County Funding Plan or, if as a part of a procurement

process, the Area Agency on Aging enters into a contractual agreement for service provision with a provider which is in addition to the required County Funding Plan formats. In these exceptions, the Area Agency is responsible for any disallowed costs. The County or Area Agency on Aging can recoup any required payback from the community service provider in the event that payback is due to a community service provider's failure to meet OMB Uniform Guidance CFR 2 Part 200, 45 CFR Part 1321 or state eligibility requirements as specified in policy.

- 13. <u>Indemnity</u>. The County agrees to indemnify and save harmless the Area Agency, its agents, and employees from and against any and all loss, cost, damages, expenses, and liability arising out of performance under this Agreement to the extent of errors or omissions of the County.
- 14. <u>Equal Employment Opportunity and Americans With Disabilities Act Compliance</u>. Both the County and community service providers, as identified in paragraph one (1), shall comply with all federal and state laws relating to equal employment opportunity and accommodation for disability.
- 15. Data to be Furnished to the County. All information which is existing, readily available to the Area Agency without cost and reasonably necessary, as determined by the Area Agency's staff, for the performance of this Agreement by the County shall be furnished to the County and community service providers without charge by the Area Agency. The Area Agency, its agents and employees, shall fully cooperate, with the County in the performance of the County's duties under this Agreement.
- 16. <u>Rights in Documents. Materials and Data Produced</u>. The County and community service providers agree that at the discretion of the Area Agency, all reports and other data prepared by or for it under the terms of this Agreement shall be delivered to, become and remain, the property of the Area Agency upon termination or completion of the work. Both the Area Agency and the County shall have the right to use same without restriction or limitation and without compensation to the other. For the purposes of this Agreement, "data" includes writings, sound recordings, or other graphic representations, and works of similar nature. No reports or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the County.
- 17. <u>Interest of the Board of Commissioners</u>. The Board of Commissioners covenants that neither the Board of Commissioners nor its agents or employees presently has an interest, nor shall acquire an interest, direct or indirect, which conflicts in any manner or degree with the performance of its service hereunder, or which would prevent, or tend to prevent, the satisfactory performance of the service hereunder in an impartial and unbiased manner.
- 18. <u>Interest of Members of the Area Agency, Lead Regional Organization, and Others</u>. No officer, member or employee of the Area Agency or Lead Regional Organization, and no public official

of any local government which is affected in any way by the Project, who exercises any function or responsibilities in the review or approval of the Project or any component part thereof, shall participate in any decisions relating to this Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested; nor shall any such persons have any interest, direct or indirect, in this Agreement or the proceeds arising there from.

- 19. <u>Officials not to Benefit</u>. No member of or delegate to the Congress of the United States of America, resident Commissioner or employee of the United States Government, shall be entitled to any share or part of this Agreement or any benefits to arise here from.
- 20. <u>Prohibition Against Use of Funds to Influence Legislation</u>. No part of any funds under this Agreement shall be used to pay the salary or expenses of any employee or agent acting on behalf of the County to engage in any activity designed to influence legislation or appropriations pending before Congress.
- 21. <u>Confidentiality and Security</u>. Any client information received in connection with the performance of any function of a community service provider or its subcontractors under this Agreement shall be kept confidential. The community service provider acknowledges that in receiving, storing, processing, or otherwise handling any confidential information, the agency and any subcontractors will safeguard and not further disclose the information except as provided in this Agreement and accompanying documents.
- 22. <u>Record Retention and Disposition</u>. All state and local government agencies, nongovernmental entities, and their subrecipients, including applicable vendors, that administer programs funded by federal sources passed through the NC DHHS and its divisions and offices are expected to maintain compliance with the NC DHHS record retention and disposition schedule and any agency-specific program schedules developed jointly with the NC Department of Cultural Resources, Division of Archives and Records. Retention requirements apply to the community service providers funded under this Agreement to provide Home and Community Care Block Grant services. Information on retention requirements is posted at <a href="http://www.ncdhhs.gov/control/retention/retention.htm">http://www.ncdhhs.gov/control/retention/retention.htm</a> and updated semi-annually by the NC DHHS Controller's Office. By funding source and state fiscal year, this schedule lists the earliest date that grant records in any format may be destroyed. The Division of Archives and Records provides information about destroying confidential data and authorized methods of record destruction (paper and electronic) at <a href="http://archives.ncdor.gov/For-Government/Retention-Schedules/Authorized-Destruction">http://archives.ncdor.gov/For-Government/Retention-Schedules/Authorized-Destruction.</a>

The NC DHHS record retention schedule is based on federal and state regulations and pertains to the retention of all financial and programmatic records, supporting documents, statistical records, and all other records supporting the expenditure of a federal grant award. Records legally required for ongoing official proceedings, such as outstanding litigation, claims, audits,

or other official actions, must be maintained for the duration of that action, notwithstanding the instructions of the NC DHHS record retention and disposition schedule.

In addition to record retention requirements for records in any format, the long-term and/or permanent preservation of electronic records require additional commitment and active management by agencies. The community service provider will comply with all policies, standards, and best practices published by the Division of Aging and Adult Services regarding the creation and management of electronic records.

 Applicable Law. This Agreement is executed and is to be performed in the State of North Carolina, and all questions of interpretation and construction shall be construed by the laws of such State.

In witness whereof, the Area Agency and the County have executed this Agreement as of the day first written above.

Perquimans County Attest: By: Chairman, Board of Commissioners Area Agency Attest: By: Executive Director, Lead Regional Organization Area Agency Director

Provision for payment of the monies to fall due under this Agreement within the current fiscal year have been made by appropriation duly authorized as required by the Local Government Budget and Fiscal Control Act.

CE OFFICER, Lead Regional Organization FINÀ

VI.A. - Page 1

## PRESENTED

## ΤO

# KATHY MATTHEWS

## IN

# **RECOGNITION OF HER THIRTY**

## YEARS OF SERVICE IN THE

# PERQUIMANS COUNTY WATER

## DEPARTMENT

## BY PERQUIMANS COUNTY BOARD OF COMMISSIONERS

## EFFECTIVE JULY 1, 2022

VI.A. - Page 2

## PRESENTED

TO

JIM GROSJEAN

IN

# **RECOGNITION OF HIS THIRTEEN**

## YEARS OF SERVICE IN THE

# PERQUIMANS COUNTY EMERGENCY MEDICAL

## SERVICES DEPARTMENT

# BY PERQUIMANS COUNTY BOARD OF COMMISSIONERS

EFFECTIVE JULY 1, 2022





























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

June 28, 2022

**To: Perquimans County Commissioners** 

I will be present to deliver the final collection percentage for the fiscal year.

I would also like to discuss and hopefully get approval to hire Piner Appraisal for the upcoming 2024 Revaluation.

Bill Jennings Perquimans County Tax Administrator

## **Recommendations**

Planning Board unanimously recommends approval of the motion to find proposed Rezoning No. REZ-22-01 to be <u>consistent and in harmony</u> with the county comprehensive Land Use Plan existing development pattern because The proposed area of map Exhibit IX-B, 'Projected Future Land Use Unincorporated Portions of Perquimans County', shows the subject area labeled as residential which includes RA-15 zones and <u>the rezoning is reasonable because</u> the overall density and intensity of the project are decreased by approximately half which decreases the environmental burden on the land and public services. Planning Board also unanimously recommends approval of Rezoning Request REZ-22-01, to rezone from RA-15 (CUD) Residential and Agriculture District with conditions to RA-15 conventional Residential and Agriculture District. Tax Parcel numbers 4-0076-0026, 4-D076-2601-TM1, 4-D076-2602-TM1, 4-D076-2603-TM1, 4-D076-2604-TM1.

Planning staff believes the subject property as proposed, may be rezoned and developed in compliance with Zoning Ordinance Article III rules and guidelines. Staff reminds the Boards to give a reason 'why' the rezoning is or is not consistent and in harmony with the surrounding area and make a statement of reasonableness.

#### **Suggested Motions**

The Board of County Commissioners is requested to consider using the following sets of scripts to form the desired 2 motions for approval or denial of Rezoning Request REZ-22-01, as follows:

# 1) Motion to find proposed Rezoning No. REZ-22-01 to be consistent and in harmony with the county comprehensive Land Use Plan existing development pattern because (*explain why*);

**Example why consistent**: The proposed area of map Exhibit IX-B, 'Projected Future Land Use Unincorporated Portions of Perquimans County', shows the subject area labeled as residential which includes RA-15 zones.....

Example why NOT consistent: *Board member must describe *

## AND

the rezoning is reasonable because the overall density and intensity of the project are decreased by approximately half which decreases the environmental burden on the land and public services.

the rezoning is NOT reasonable because: *Board member must describe *

**2) Motion to approve Rezoning Request REZ-22-01,** to rezone from RA-15 (CUD) Residential and Agriculture District with conditions to RA-15 conventional Residential and Agriculture District. Tax Parcel numbers 4-0076-0026, 4-D076-2601-TM1, 4-D076-2602-TM1, 4-D076-2603-TM1, 4-D076-2604-TM1.

**Motion to deny:** A motion to deny Rezoning No. REZ-22-01 would utilize the above-noted motion stated in the negative tense.

X.A.2. - Page 1

Some CAMA Land Use Compatibility Policies:

**LUC #4:** Perquimans County, Hertford, and Winfall shall encourage land use and development activities that provide a balance between economic development needs and protection of natural resources and fragile environments.

**LUC #5:** Perquimans County, Hertford, and Winfall support growth and development at the densities and intensities specified in the future land use map(s) land classifications as delineated in this land use plan.

**LUC #16:** Perquimans County, Hertford, and Winfall support planned residential developments that are in harmony with adjoining single-family land uses and will require that the two-family and multi-family components of such developments, if proposed, are located more to the interior of the development rather than on the periphery.

**LUC #27**: Perquimans County, Hertford, and Winfall will support subdivision designs for new residential developments that maintain and continue the character of existing development along public roads where such development is proposed.

SUGGESTED MOTIONS - RECOMMENDATIONS - ACTIONS:

**MOTION TO APPROVE:** Motion to approve the Preliminary Plat and approve the consistency with the County CAMA Land Use Plan.

MOTION TO DENY: Motion to deny the Preliminary Plat because ______.

Attachment: 1) Checklist for Preliminary Plat



MARY P. HUNNICUTT CLERK TO BOARD

W. FRANK HEATH, HI COUNTY MANAGER

## PERQUIMANS COUNTY BOARD OF COMMISSIONERS

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

FONDELLA A. LEIGH VICE CHAIR

THELMA FINCH-COPELAND

JOSEPH W. HOFFLER

T. KYLE JONES

CHARLES WOODARD

W. HACKNEY HIGH, JR. COUNTY ATTORNEY

## RESOLUTION

BE IT RESOLVED, that a grant from the Department of Commerce through the County of Perquimans be made to assist the Perquimans Marine Park Basin project.

BE IT FURTHER RESOLVED, that Perquimans County will administer this grant in accordance with the rules and regulations of the Department of Commerce.

BE IT FURTHER RESOLVED, that the County will administer this grant through the County Finance Office.

BE IT FURTHER RESOLVED, that the grant will be monitored quarterly to assure compliance with this proposal and the Department of Commerce regulations.

BE IT FURTHER RESOLVED, that the amount of the grant application will be \$1,500,000.

ADOPTED this 5th day of July, 2022.

Wallace E. Nelson, Chairman Perquimans County Board of Commissioners

ATTEST:

Mary P. Hunnicutt, Clerk to Board

SEAL



MARY P. HUNNICUTT CLERK TO BOARD W. FRANK HEATH, HI COUNTY MANAGER

# PERQUIMANS COUNTY BOARD OF COMMISSIONERS

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

WALLACE E. NELSON CHAIRMAN

FONDELLA A. LEIGH VICE CHAIR

THELMA FINCH-COPELAND

JOSEPH W. HOFFLER

T. KYLE JONES

CHARLES WOODARD

W. HACKNEY HIGH, JR. COUNTY ATTORNEY

## CERTIFIED LESSEE RESOLUTION

At a duly called meeting of the Governing Body of the Lessee (as defined in the Lease) held on July 5, 2022, the following resolution was introduced and adopted.

BE IT RESOLVED by the Governing Board of Lessee as follows:

- 1. Determination of Need. The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment or other personal property described in the Lease between Perquimans County (Lessee) and Motorola Solutions, Inc. (Lessor).
- 2. Approval and Authorization. The Governing body of Lessee has determined that the Lease, substantially in the form presented to this meeting, is in the best interests of the Lessee for the acquisition of such Equipment or other personal property, and the Governing Board hereby approves the entering into of the Lease by the Lessee and hereby designates and authorizes the following person(s) referenced in the Lease to execute and deliver the Lease on Lessee's behalf with such changes thereto as such person deems appropriate, and any related documents, including any escrow agreement, necessary to the consummation of the transactions contemplated by the Lease.
- 3. Adoption of Resolution. The signatures in the Lease from the designated individuals for the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.

Wallace E. Nelson, Chairman Perquimans County Board of Commissioners

ATTEST:

Mary P. Hunnicutt, Clerk to Board

SEAL



6/14/22

Perquimans County 156 Creek Drive Hertford NC 27944

#### RE: Municipal Lease # 25283

Enclosed for your review, please find the **Municipal Lease** documentation in connection with the solution to be leased from Motorola. The interest rate and payment streams outlined in Equipment Lease-Purchase Agreement #25283 are valid for contracts that are executed and returned to Motorola on or before **June 23, 2022**. After **6/23/22**, the Lessor reserves the option to re-quote and re-price the transaction based on current market interest rates.

Please have the documents executed where indicated and forward the documents to the following address:

Motorola Solutions Credit Company LLC Attn: Bill Stancik / 44th Floor 500 W. Monroe Chicago IL 60661

Should you have any questions, please contact me at 847-538-4531.

Thank You,

MOTOROLA SOLUTIONS CREDIT COMPANY LLC Bill Stancik

## LESSEE FACT SHEET

H.	Complete Billing Address	Perquimans County
		/httenseenen/A mittenseenen Alter mit Annen er 10 ⁵⁵ en ook en een en een een een een een een een
	E-mail Address:	
	Attention:	
	Phone:	
2.	Lessee County Location:	
3.	Federal Tax I.D. Number	
4.	Purchase Order Number to be re assist in determining the applica	ferenced on invoice (if necessary) or other "descriptions" the ble cost center or department:
5.	Equipment description that you involcing:	
Appr	opriate Contact for Documentation / Syste	em Acceptance Follow-up:
6.	Appropriate Contact & Mailing Address	
	Phone:	
	Fax:	
7.	Payment remit to address:	Motorola Solutions Credit Company LLC P.O. Box 71132 Chicago 1L 60694-1132

#### EQUIPMENT LEASE-PURCHASE AGREEMENT

Lease Number: 25283

LESSEE:

Perquimans County

Hertford NC 27944

156 Creek Drive

LESSOR:

Motorola Solutions, Inc. 500 W. Monroe Chicago IL 60661

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the equipment and/or software described in Schedule A attached hereto ("Equipment") in accordance with the following terms and conditions of this Equipment Lease-Purchase Agreement ("Lease").

1. TERM. This Lease will become effective upon the execution hereof by Lessor. The Term of this Lease will commence on date specified in Schedule A attached heretoand unless terminated according to terms hereof or the purchase option, provided in Section 18, is exercised this Lease will continue until the Expiration Date set forth in Schedule B attached hereto ("Lease Term").

2. RENT. Lessee agrees to pay to Lessor or its assignee the Lease Payments (herein so called), including the interest portion, in the amounts specified in Schedule B. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence on the first Lease Payment Date as set forth in Schedule B and thereafter on each of the Lease Payment Dates set forth in Schedule B. Any payments received later than ten (10) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever. Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term and hereby covenants that a request for appropriation for funds from which the Lease Payment may be made will be requested each fiscal period, including making provisions for such payment to the extent necessary in each budget submitted for the purpose of obtaining funding. It is Lessee's intent to make Lease Payment for the full Lease Term if funds are legally available therefor and in that regard Lessee represents that the Equipment will be used for one or more authorized governmental or proprietary functions essential to its proper, efficient and economic operation.

3. DELIVERY AND ACCEPTANCE. Lessor will cause the Equipment to be delivered to Lessee at the location specified in Schedule A ("Equipment Location"). Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment either (a) by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor; or (b) by executing and delivering the form of acceptance provided for in the Contract (defined below).

Even if Lessee has not executed and delivered to Lessor a Delivery and Acceptance Certificate or other form of acceptance acceptable to Lessor, if Lessor believes the Equipment has been delivered and is operational, Lessor may require Lessee to notify Lessor in writing (within five (5) days of Lessee's receipt of Lessor's request) whether or not Lessee deems the Equipment (i) to have been delivered and (ii) to be operational, and hence be accepted by Lessee. If Lessee fails to so respond in such five (5) day period, Lessee will be deemed to have accepted the Equipment and be deemed to have acknowledged that the Equipment was delivered and is operational as if Lessee had in fact executed and delivered to Lessor a Delivery and Acceptance Certificate or other form acceptable to Lessor.

4. REPRESENTATIONS AND WARRANTIES. Lessor acknowledges that the Equipment leased hereunder is being manufactured and installed by Lessor pursuant to contract (the "Contract") covering the Equipment. Lessee acknowledges that on or prior to the date of acceptance of the Equipment, Lessor intends to sell and assign Lessor's right, title and interest in and to this Agreement and the Equipment to an assignee ("Assignee").

LESSEE FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE OR KIND WHATSOEVER, AND AS BETWEEN LESSEE AND THE ASSIGNEE, THE PROPERTY SHALL BE ACCEPTED BY LESSEE "AS IS" AND "WITH ALL FAULTS". LESSEE AGREES TO SETTLE ALL CLAIMS DIRECTLY WITH LESSOR AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST THE ASSIGNEE. NEITHER LESSOR NOR THE ASSIGNEE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR LOST PRODUCTION WHETHER SUFFERED BY LESSEE OR ANY THIRD PARTY.

Lessor is not responsible for, and shall not be liable to Lessee for damages relating to loss of value of the Equipment for any cause or situation (including, without limitation, governmental actions or regulations or actions of other third parties).

5. NON-APPROPRIATION OF FUNDS. Notwithstanding anything contained in this Lease to the contrary. Lessee has the right to not appropriate funds to make Lease Payments required hereunder in any fiscal period and in the event no funds are appropriated or in the event funds appropriated by Lessee's governing body or otherwise available by any lawful means whatsoever in any fiscal period of Lessee for Lease Payments or other amounts due under this Lease are insufficient therefor, this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. The Lessee will immediately notify the Lessor or its Assignee of such occurrence. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its Assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Lessor. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Non-appropriation of funds shall not constitute a default hereunder for purposes of Section 16.

6. LESSEE CERTIFICATION. Lessee represents, covenants and warrants that: (i) Lessee is a state or a duly constituted political subdivision or agency of the state of the Equipment Location; (ii) the interest portion of the Lease Payments shall be excludable from Lessor's gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as it may be amended from time to time ( the "Code"); (iii) the execution, delivery and performance by the Lessee of this Lease have been duly authorized by all necessary action on the part of the Lessee; (iv) this Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; (v) Lessee will comply with the information reporting requirements of Section 149(e) of the Internal Revenue Code of 1986 (the "Code"), and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (vi) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (vii) Lessee will not do or cause, or by omission of any act allow, this Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (viii) Lessee will not do or cause to be done any act allow, the state to be done any act allow, the interest portion of any act allow, the interest portion of the Code; (viii) Lessee will not do or cause, or by omission of any act allow, the interest portion of the Lease Payment to be or become includible in gross income for Federal income taxation purposes under the Code; and (ix) Lessee will be the only entity to own, use and operate the Equipment during the Lease Term.

Lessee represents, covenants and warrants that: (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all taws relative to public bidding where necessary, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

If Lessee breaches the covenant contained in this Section, the interest component of Lease Payments may become includible in gross income of the owner or owners thereof for federal income tax purposes. In such event, notwithstanding anything to the contrary contained in Section 11 of this Agreement, Lessee agrees to pay promptly after any such determination of taxability and on each Lease Payment date thereafter to Lessor an additional amount determined by Lessor to compensate such owner or owners for the loss of such excludibility (including, without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error). Notwithstanding anything herein to the contrary, any additional amount payable by Lessee pursuant to this Section 6 shall be payable solely from Legally Available Funds. It is Lessor's and Lessee's intention that this Agreement not constitute a "true" lease for federal income tax purposes and, therefore, it is Lessor's and Lessee's intention that Lessee be considered the owner of the Equipment for federal income tax purposes.

7. TITLE TO EQUIPMENT; SECURITY INTEREST. Upon shipment of the Equipment to Lessee hereunder, title to the Equipment will vest in Lessee subject to any applicable license; provided, however, that (i) in the event of termination of this Lease by Lessee pursuant to Section 5 hereof; (ii) upon the occurrence of an Event of Default hereunder, and as long as such Event of Default is continuing; or (iii) in the event that the purchase option has not been exercised prior to the Expiration Date, title will immediately vest in Lessor or its Assignee, and Lessee shall immediately discontinue use of the Equipment, remove the Equipment from Lessee's computers and other electronic devices and deliver the Equipment to Lessor or its Assignee. In order to secure all of its obligations hereunder, Lessee hereby (i) grants to Lessor a first and prior security interest in any and all right, title and interest of Lessee in the Equipment and in all additions, attachments, accessions, and substitutions thereto, and on any proceeds therefrom; (ii) agrees that this Lease may be filed as a financing statement evidencing such security interest; and (iii) agrees to execute and deliver all financing statements, certificates of title and other instruments necessary or appropriate to evidence such security interest.

8. USE; REPAIRS. Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall compty with all laws, ordinances, insurance policies, the Contract, any licensing or other agreement, and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of the possession, use or maintenance of the Equipment. Lessee, at its expense will keep the Equipment in good repair and furnish and/or install all parts, mechanisms, updates, upgrades and devices required therefor.

9. ALTERATIONS. Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

10. LOCATION; INSPECTION. The Equipment will not be removed from, [or if the Equipment consists of rolling stock, its permanent base will not be changed from] the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

11. LIENS AND TAXES. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, licensing, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor within ten days of written demand.

12. RISK OF LOSS: DAMAGE; DESTRUCTION. Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair (an "Event of Loss"), Lessee at the option of Lessor will: either (a) replace the same with like equipment in good repair; or (b) on the next Lease Payment date, pay Lessor the sum of : (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease payment due on such date; and (ii) an amount equal to all remaining Lease Payments to be paid during the Lease Term as set forth in Schedule B.

In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Balance Payment (as set forth in Schedule B) to be made by Lessee with respect to that part of the Equipment which has suffered the Event of Loss.

13. INSURANCE. Lessee will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts,

covering such risks, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent, Lessee may self-insure against any or all such risks. All insurance covering loss of or damage to the Equipment shall be carried in an amount no less than the amount of the then applicable Balance Payment with respect to such Equipment. The initial amount of insurance required is set forth in Schedule B. Each insurance policy will name Lessee as an insured and Lessor or it's Assigns as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or it's Assigns as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

14. INDEMNIFICATION. Lessee shall, to the extent permitted by law, indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorneys' fees and court costs, arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, licensing, possession, use, operation, rejection, or return and the recovery of claims under insurance policies thereon.

15. ASSIGNMENT. Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment or; (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. Any such assignces shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Lessee covenants and agrees not to assert against the Assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Lessee may have against Lessor. No assignment or reassignment of any Lessor's right, title or interest in this Lease or the Equipment shall be effective unless and until Lessee shall have received a notice of assignment, disclosing the name and address of each such assignee; provided, however, that if such assignment is made to a bank or trust company as paying or escrow agent for holders of certificates of participation in the Lease, it shall thereafter be sufficient that a copy of the agency agreement shall have been deposited with Lessee until Lessee shall have been advised that such agency agreement is no longer in effect. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with Section 149(a) of the Code, and the regulations, proposed or existing, from time to time promulgated thereunder. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

After notice of such assignment, Lessee shall name the Assignee as additional insured and loss payee in any insurance policies obtained or in force. Any Assignee of Lessor may reassign this Lease and its interest in the Equipment and the Lease Payments to any other person who, thereupon, shall be deemed to be Lessor's Assignee hereunder.

16. EVENT OF DEFAULT. The term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease when funds have been appropriated sufficient for such purpose, and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hercunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.

17. REMEDIES. Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing. Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare all amounts then due under the Lease, and all remaining Lease Payments due during the fiscal period in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (ii) by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly discontinue use of the Equipment, remove the Equipment from all of Lessee's computers and electronic devices, return the Equipment to Lessor in the manner set forth in Section 5 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same; (iii) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for all Lease Payments and other amounts due prior to the effective date of such selling, leasing or subleasing and for the difference between the purchase price, rental and other amounts paid by the purchaser. Lessee or sublessee pursuant to such sale, lease or sublease and the amounts payable by Lessee hereunder; (iv) promptly return the Equipment to Lessor in the manner set forth in Section 5 hereof; and (v) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

18. PURCHASE OPTION. Upon thirty (30) days prior written notice from Lessee to Lessor, and provided that no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to purchase the Equipment on the Lease Payment dates set forth in Schedule B by paying to Lessor, on such date, the Lease Payment then due together with the Balance Payment amount set forth opposite such date. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Lessor.

19. NOTICES. All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to such mailing.

20. SECTION HEADINGS. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

**21. GOVERNING LAW.** This Lease shall be construed in accordance with, and governed by the laws of, the state of the Equipment Location.

22. DELIVERY OF RELATED DOCUMENTS. Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

23. ENTIRE AGREEMENT; WAIVER. This Lease, together with Schedule A Equipment Lease-Purchase Agreement, Schedule B, Evidence of Insurance, Statement of Essential Use/Source of Funds, Certificate of Incumbency, Certified Lessee Resolution (if any), Information Return for Tax-Exempt Governmental Obligations and the Delivery and Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitutes the entire agreement between the parties with respect to the Lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of the Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

24. EXECUTION IN COUNTERPARTS. This Lease may be executed in several counterparts, either electronically or manually, all of which shall constitute but one and the same instrument. Lessor reserves the right to request receipt of a manually-executed counterpart from Lessee. Lessor and Lessee agree that the only original counterpart for purposes of perfection by possession shall be the original counterpart manually executed by Lessor and identified as "Original", regardless of whether Lessee's execution or delivery of said counterpart is done manually or electronically.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the _____ day of June, 2022.

LESSEE:	LESSOR:
Perquimans County	MOTOROLA SOLUTIONS, INC.
By:	By:
Printed Name:	Uygar Gazioglu
Title:	Title Treasurer

#### CERTIFICATE OF INCUMBENCY

I, ______ do hereby certify that I am the duly elected or ______ (Printed Name of Secretary/Clerk )

appointed and acting Secretary or Clerk of the Perquimans County, an entity duly organized and existing under the laws of the State of North Carolina that I have custody of the records of such entity, and that, as of the date hereof, the individual(s) executing this agreement is/are the duly elected or appointed officer(s) of such entity holding the office(s) below his/her/their respective name(s). I further certify that (i) the signature(s) set forth above his/her/their respective name(s) and title(s) is/are his/her/their true and authentic signature(s) and (ii) such officer(s) have the authority on behalt of such entity to enter into that certain Equipment Lease Purchase Agreement number25283, between ____Perquimans County and Motorola Solutions, Inc. If the initial insurance requirement on Schedule B exceeds \$1,000,000,attached as part of the Equipment Lease Purchase Agreement is a Certified Lessee Resolution adopted by the governing body of the entity.

IN WITNESS WHEREOF, I have executed this certificate and affixed the seal of Perquimans County, hereto this _____ day of June, 2022.

By:

(Signature of Secretary/Clerk)

SEAL

#### **OPINION OF COUNSEL**

With respect to that certain Equipment Lease-Purchase Agreement 25283 by and between Motorola Solutions, Inc. and the Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a state or a fully constituted political subdivision or agency of the State of the Equipment Location described in Schedule A hereto; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee, (III) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; and (iv) Lessee has sufficient monies available to make all payments required to be paid under the Lease during the current fiscal year of the Lease, and such monies have been properly budgeted and appropriated for this purpose in accordance with State law. This opinion may be relied upon by the Lessor and any assignce of the Lessor's rights under the Lease.

Attorney for Perquimans County

## SCHEDULE A EQUIPMENT LEASE-PURCHASE AGREEMENT

### Schedule A 25283 Lease Number:

This Equipment Schedule is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number **25283** ("Lease"), between Lessor and Lessee.

Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, the following items of Equipment

QUANTITY	DESCRIPTION (Manufacturer, Model, and Serial Nos.)				
	Refer to attached Equipment List.				
	· · · · · · · · · · · · · · · · · · ·				
Equipment Location:					
Equipment Location:					

Initial Term: 60 Months

Commencement Date:7/1/2022First Payment Due Date:7/1/2023

**5 annual payments** as outlined in the attached Schedule B, plus Sales/Use Tax of \$0.00, payable on the Lease Payment Dates set forth in Schedule B.

Perguin	nans County	(Schedule B)				
Compoun	d Period:	· · · · · · · · · · · · · · · · · · ·	Monthly			
Nominal /	Annual Rate:		4.230%			
		) 	····			
CASH FLO	W DATA	· · · · · · · · · · · · · · · · · · ·				·
	Event	Date	Amount	Number	Period	End Date
1	Lease	7/1/2022	\$ 318,538.84	1		
2	Lease Payment	7/1/2023	\$ 72,182.81	5	Annual	7/1/2027
			· · · · · · · · · · · ·			
AMORTIZA	ATION SCHEDULE	- Normal Amorti	zation, 360 Day	/ Year		
	Date	Lease Payment	Interest	Principal	Balance	
Lease	7/1/2022				\$318,538.84	
1	7/1/2023	\$ 72,182.81	\$ 13,738.62	\$ 58,444.19	\$260,094.65	
2	7/1/2024	\$ 72,182.81	\$ 11,217.91	\$ 60,964.90	\$199,129.75	
3	7/1/2025	\$72,182.81	\$ 8,588.49	\$ 63,594.32	\$135,535.43	
4	7/1/2026	\$ 72,182.81	\$ 5,845.66	\$ 66,337.15	\$ 69,198.28	
		A	¢ 2.004.52	\$ 69,198.28	\$ -	
5	7/1/2027	\$ 72,182.81	Ş 2,964.35	\$ 05,150.20		<b>.</b>

INITIAL INSURANCE REQUIREMENT: \$318,538.84 Except as specifically provided in Section five of the Lease hereof, Lessee agrees to pay to Lessor or its assignee the Lease Payments, including the interest portion, in the amounts and dates specified in the above payment schedule.

#### EVIDENCE OF INSURANCE

Fire, extended coverage, public liability and property damage insurance for all of the Equipment listed on Schedule A number **25283** to that Equipment Lease Purchase Agreement number **25283** will be maintained by the Perquimans County as stated in the Equipment Lease Purchase Agreement.

This insurance is provided by:

Name of insurance provider

Address of insurance provider

City, State and Zip Code

Phone number of local insurance provider

E-mail address

In accordance with the Equipment Lease Purchase Agreement Number **25283**. Perquimans County , hereby certifies that following coverage are or will be in full force and effect:

Туре	Amount	Effective Date	Expiration Date	Policy Number
Fire and Extended Coverage				
Property Damage				
Public Liability	a ha an she she an a			

#### Certificate shall include the following:

Description: All Equipment listed on Schedule A number 25283 to that Equipment Lease Purchase Agreement number 25283. Please include equipment cost equal to the Initial Insurance Requirement on Schedule B to Equipment Lease Purchase Agreement number 25283 and list any deductibles.

Certificate Holder: MOTOROLA SOLUTIONS, INC. and or its assignee as additional insured and loss payee 1303 E. Algonquin Road Schaumburg, IL 60196 If self insured, contact Motorola representative for template of self insurance letter.

#### STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS

To further understand the essential governmental use intended for the equipment together with an understanding of the sources from which payments will be made, <u>please address the following questions</u> by completing this form or by sending a separate letter:

- 1. What is the specific use of the equipment?
- 2. Why is the equipment essential to the operation of **Perquimans County**?
- 3. Does the equipment replace existing equipment?

If so, why is the replacement being made?

4. Is there a specific cost justification for the new equipment?

If yes, please attach outline of justification.

5. What is the expected source of funds for the payments due under the Lease for the current fiscal year and future fiscal years?

## EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Lessee hereby acknowledges receipt of the Equipment described below ("Equipment") and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of lease Schedule A to the Equipment Lease Purchase Agreement executed by Lessee and Lessor.

Equipment Lease Purchase Agreement No.: 25283 Lease Schedule A No. : 25283

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in lease Schedule A#
		25283. See Schedule A for a detailed Equipment List.
	н — — — — — — — — — — — — — — — — — — —	

## **EQUIPMENT INFORMATION**

LESSEE:

Perquimans County

By:

Date:

## CERTIFIED LESSEE RESOLUTION

At a duly called meeting of the Governing Body of the Lessee (as defined in the Lease) held on July 5, 2022, the following resolution was introduced and adopted. BE IT RESOLVED by the Governing Board of Lessee as follows:

- 1. Determination of Need. The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment or other personal property described in the Lease between Perquimans County(Lessee) and Motorola Solutions, Inc. (Lessor).
- 2. Approval and Authorization. The Governing body of Lessee has determined that the Lease, substantially in the form presented to this meeting, is in the best interests of the Lessee for the acquisition of such Equipment or other personal property, and the Governing Board hereby approves the entering into of the Lease by the Lessee and hereby designates and authorizes the following person(s) referenced in the Lease to execute and deliver the Lease on Lessee's behalf with such changes thereto as such person deems appropriate, and any related documents, including any escrow agreement, necessary to the consummation of the transactions contemplated by the Lease.
- 3. Adoption of Resolution. The signatures in the Lease from the designated individuals for the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.

X.C.2. - Page 15

Form <b>8038</b> (Rev. September # Department of the Internal Revenue S	2018) Treasury			e Form 803		OMB No. 1545-0720
	eporting Aut	hority			If Amended Re	eturn, check here 🕨 📋
1 Issuer's nar					TTO THE REAL PROPERTY OF THE PARTY OF THE PA	oyer identification number (EIN)
Perquimans Co	punty					
3a Name of pe	rson (other than iss	suer) with whom the IRS may communic	ate about this return (see ir	istructions)	3b Telephone nui	mber of other person shown on 3z
4 Number and	d street (or P.O. bo	× if mail is not delivered to street addres	5)	Room/suite	5 Report numb	or (For IRS Use Only)
156 Creek Drive	e					3 🖬
6 City, town,	or post office, state	. and ZIP code	•••••••••••••••••••••••••••••••••••••••		7 Date of issue	
Hertford NC 27	944					7/1/22
8 Name of iss	-ue				9 CUSIP numbr	)r'
Equipment Lea	se-Purchase Ag	reement 25283				
10a Name and t instructions		er employee of the issuer whom the IRS	may call for more informal	ton (see	10b Telephone nu employee sho	mber of officer or other which 10a
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		y sewage bonds}				15
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		eck only box 19b				
		Bonds. Complete for the er				
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	al malurity date	(b) Issue price	(c) Stated redemption price at maturity		(d) Weighted average maturity	(e) Yield
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		d issuance costs (including und		24		
	is used for crea	dit enhancement		25		
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25 Proceed 26 Proceed 27 Proceed 28 Proceed	is used to refur	nd prior tax-exempt bonds. Con nd prior taxable bonds. Comple	te Part V	28		
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For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form 8038-G (Nev. 9-2018)

## X.C.2. - Page 17

Form 80	338-G (Re	ev. 9-2018)						P	age <b>2</b>
Part	V) r	Miscellaneous							
35	Enter	the amount of the state volume cap	allocated to the issue under section 1	41(b)(5) 、	· - ·	35			***********
36a	Enter	the amount of gross proceeds inves	ted or to be invested in a guaranteed l	investment	contract				
						36a			
b	Enter	the final maturity date of the GIC ► (	ММ/DD/YYYY)						
C	Énter	the name of the GIC provider 🏲	· · · · ·						
37	Pooled to othe	d financings: Enter the amount of the amount of the governmental units	used to m		37				
38a	If this	issue is a loan made from the proce	eds of another tax-exempt issue, chec	ok box 🕨	and enter	the fo	llowing inf	orma	tion:
b	Enter f	the date of the master pool bond 🕨 (	(MM/DD/YYYY)						
c	tenter t	the EIN of the issuer of the master p	ool bond 🍽						
d	ester t	he name of the issuer of the master	pool bond 🏲			_			
39	If the is	ssuer has designated the issue unde	ar section 265(b)(3)(B)(i)(III) (small issue	r exception	n), check bo	× .		•	
40	If the is	ssuer has elected to pay a penalty in	Heu of arbitrage rebate, check box						
41a			here 🕨 🛄 and enter the following info	ormation:					
b	Name of hedge provider >								
c	Type of hedge 🕨								
d	Term of hedge 🕨								
42	If the is	ssuer has superintegrated the hedge	e, check box	, <i>,</i> .					
43	If the	issuer has established written pro	cedures to ensure that all nonqualit	fied bonds	of this iss	ue are	; remedia	ited	
			ode and Regulations (see instructions					*	
44	If the is	ssuer has established written procee	lures to monitor the requirements of s	ection 148,	, check box				$\Box$
45a	If some	e portion of the proceeds was used :	to reimburse expenditures, check here	e 🕨 🛄 and	d enter the a	mount	(		
	of reim	bursement	· · · · · · · <b>&gt;</b>						
b	Enter t	he date the official intent was adopt	ed 🕨 (MM/DD/YYYY)						
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Use Only		Firm's address 🕨			Phone no.				

Form 8038-G (Rev. 9-2018)
# Voting Delegate Designation for NCACC 115th Annual Conference and NCACC Legislative Goals Conference

Alisa Cobb <alisa.cobb@ncacc.org>

Tue 6/21/2022 1:13 PM

To: County Managers <CountyManagers@ncacc.org>;County Clerks <countyclerks@ncacc.org>

Good Afternoon County Managers and Clerks to the Board,

In order to capture voting delegate designations for both the upcoming NCACC Annual Conference in August and NCACC Legislative Goals Conference in November, we are implementing a new process and asking your county to submit your voting delegate designation via <u>this link</u>. You will have the option to select one person to serve as the voting delegate for both conferences, if that is your preference. Click <u>here</u> to indicate who will serve as your voting delegates for NCACC Annual Conference and NCACC Legislative Goals Conference.

#### Conference Details:

**NCACC Annual Conference**: The NCACC's 115th Annual Conference Business Session will be held in Cabarrus County on Saturday, August 13, at 2 pm, with each county entitled to one vote on items that come before the membership, including the election of the NCACC Second Vice President.

NCACC Legislative Goals Conference: The NCACC's Legislative Goals Conference will be held over two days, November 16-17, in Wake County. Delegates will vote on the slate of goal proposals that have been thoroughly vetted with the final slate of proposals to be brought before the Association's membership in November.

#### NCACC Constitution, Article VI:

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

Please submit your voting delegate designations by Friday, August 5, close of business. Should you have any questions, please contact Alisa Cobb at <u>alisa.cobb@ncacc.org</u>.

Thank you,

## Alisa Cobb

Operations Assistant Phone (919) 715-2685 www.ncacc.org

FOR INFORMATION ONLY - FIO

# FOR INFORMATION ONLY ITEMS

**DEPARTMENT HEAD REPORTS - DHR** 

# DEPARTMENT HEAD REPORTS

PLAT REVIEW LOG - PERQUIMANS COUNTY
7

SURVEYOR'S NAME	SURVEYOR'S PHONE #	DATEIN	APPROVAL		
PLAT TITLE	ADDRESS	DATE OUT	YES/NO	COMMENTS	
PAUL J TOTI	×	6-2-2022	×	EXEMPT SUBDIVISION	
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PHILLIP & MICHELLE MOORE			****		
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DENISE V MARION					
SL CARDWELL	×	6-20-2022	×	EVICTING BADGEL & DOLF 2004 CONTRACT	
JEFFERY & SONIA CLIFTON			¢		ALIFES
TIMMONS GROUP	X	6-24-2022	×	RECOMBINATION SURVEY (SUBDIVISION)	(ON)
CARDOM, LLC				5-D032-0076-W LOTA & LOTB & HC	& HOMESITE
Bisself PO Box 1068 Kitty Hawk, NC 27949 (252) 261-3266	S. L. Cardwell Surveying 1206 Francis Street Elizabeth City, NC 27909 338-6328	Pat McDowell PO Box 391 Elizabeth City, NC 27909 338-4161		Mark Pruden Saunders Surveying 146 Oak Grove Road 510 Avena Road Edenton, NC 27932 Black Mountain, NC 482-7804 (828) 669-2777	Saunders Surveying 510 Avena Road Black Mountain, NC 28711 (828) 669-2777
Bowman Consulting Paul J Totì 131 Main Street Gatesville, NC 27938 357-1581	E.T. Hyman Surveying 133 US Hwy 158 West Ste E Camden, NC 27921 335-2913	McKim & Creed 504 E Elizabeth St Ste1 Elizabeth City, NC 2790 338-2929	ð	Gloria Rogers Scott Temple 215 B Street PO Box 422 Camden, NC 27921 Elizabeth City, NC 338-1415/333-8781 330-4016	a Y, NC 27907
Charles E Brown, III 2005 Johnson Road Elizabeth City, NC 27909 335-0928	Eugene Jordan 402 Sign Pine Road Tyner, NC 27980 221-4795	J H Miller Jr. 166 Cottonwood Drive Hertford, NC 27944 339-6932		Robey Tony Webb 150 US Hwy 158 W East PO 8ox 381 Camden, NC 27921 Edenton, NC 335-1888 482-3066	27932



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

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

PERQUIMANS COUNTY TAX DEPARTMENT

# **Enforced Collections-June 2022**

# **GARNISHMENTS:** \$2,525.68

# PAYMENT AGREEMENTS: \$11,965.40

# **DEBT SETOFFS:** \$1,740.78

PERQUIMANS COUNTY OFFICIAL REPORT

> Board of Commissioners: Finance Officer.

Date: June 2022

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ng June 2022   received the Schowing Sants which were duly deposited in the County's deposition	
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DHR-3 - Page 1

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# **Case Activity Report**

6/1/2022 -	÷	1	28	ļ	2022
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Accivity Date	. Case #	Parcel Address	Violation	Description	Асшуну Турс	Description
6/28/2022	12	1308 NEW HOPE RD	other-unsafe house	house falling in on itself	Inspection	Property tentatively scheduled for demo.
6/28/2022	34	125 MARTIN LN	abandoned house	abandoned house	Inspection	Property tentatively scheduled for demo
6/28/2022	89	184 BAGLEY SWAMP RD	abandoned house	abandoned house	Inspection	Property has been scheduled for demo
6/27/2022	92	129 WILDWOOD DR	abandoned home	burned out house	Inspection	House scheduled for demo
6/27/2022	94	1444 OCEAN HWY N	Abandoned Mobile Home	Abandoned Mobile Home	Inspection	Trailer has been scheduled for demo
6/23/2022	97	1402 HARVEY POINT RD	abandoned mobile home	abandoned mobile home	Inspection	Still debris on site but trailer completely demoed
6/20/2022	93	1347 CENTER HILL HWY	abandoned home	abandoned home, past repair	Inspection	Still debris pile on property
6/20/2022	99	249 DOGWOOD DR	solid waste	solid waste	Inspection	Trash bags still in yard
6/20/2022	1	109 REDWOOD ST	solid waste	solid waste	Inspection	Property has been cleaned up.

Page: 1 of 2

Activity Date	Case #	Parcel Address	Vielation	Description	Аскіміву Туре	Description
6/13/2022	98	264 DOGWOOD DR	abandoned mobile home	abandoned mobile home	Inspection	Trailer has been demoed
6/8/2022	100	1134 BEECH SPRINGS RD	Abandoned home	Abandoned home	Inspection	Property has been demoed
6/7/2022	101	109 REDWOOD ST	solid waste	solid waste	Inspection	Spoke with tenant at property, trash has been loaded into a truck and will be taken to dump
6/6/2022	99	249 DOGWOOD DR	solid waste	solid waste	Inspection	Furniture removed but trash bags still in yard
6/3/2022		3138 NEW HOPE RD	Grass, possible Abandoned Mobile Home	Grass, possible Abandoned Mobile Home		Property owner states trailer is not in bad shape, but property on lot is so overgrown it is impossible to determine. owner states they are trying to contract someone to clear the brush from the lot so that they can maintain it.

Total Records: 14

6/28/2022



# Case Detail Report

6/1/2022 - 6/28/2022

Case #	Case Date	Parcel Address	Violation	Description	Main Status	Assigned to
101	6/6/2022		solid waste	solid waste	Closed	Erle Solesbee
		REDWOOD				

Total Records: 1

6/28/2022



### PERQUIMANS COUNTY EMERGENCY SERVICES

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

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

#### Jonathan A. Nixon, Director

## Emergency Services Update – May 2022

Call	Volume by D	)epartment – May 2022	
Department	# of Calls	Department	# of Calls
911 CALLS RECEIVED	617	NC State Highway Patrol	57
Belvidere Fire Dept.	8	NC Wildlife	0
Bethel Fire Dept.	19	Nightingale	1
Chowan EMS	2	Pasquotank-Camden EMS	1
Durants Neck Fire Dept.	8	Perg. Dept. of Social Services	1
Eastcare	1	Perg. Emergency Management	18
Gates EMS	0	Perq. EMS	239
Hertford Fire Dept.	12	Perq. Fire Marshal	0
Hertford Public Works	4	Perq. Sheriff's Office	1,109
Inter-County Fire Dept.	11	Perq. Water Department	3
Magistrate	57	Perq. Volunteer Water Rescue Team	2
NC Dept. of Transportation	5	Winfall Fire Dept.	9
NC Forestry	6	Winfall Police Dept.	2
NC Probation	1	Winfall Public Works	2

#### **Welcome**

Jennifer Feltner – Part-Time Non-Certified Telecommunicator Cheyenne Umphlett – Part-Time Non-Certified Telecommunicator Makayla Williams – Part-Time Non-Certified Telecommunicator

### **Congratulations**

Wayne Jordan – Graduated from College of the Albemarle with an Associates in Applied Science – Emergency Medical Science

Alyssa Polumbo – Graduated from Beaufort Community College with an Associates in Applied Science – Emergency Medical Science

CJ Wilson - Graduated from College of the Albemarle with an Associates in Applied Science – Emergency Medical Science

**Emergency Services Update** 



Jonathan Nixon – June 3rd Katrina Aydlett-White – June 5th Julie Solesbee – June 15th Nicole Anderson – June 28th

## **Completed Projects / Trainings / Community Preparedness Activities**

- National Hurricane Preparedness Week -- May 1 -- 7, 2022
- US Coast Guard Area Committee Meeting May 4, 2022
- EMS Crews visit the Senior Center May 4, 2022
- 911 Public Safety Answering Point Conference Closing Banquet in Wilmington May 4, 2022
- Fire Alarm Training at The Landings of Albemarle May 5, 2022
- Perquimans County High School Job Fair May 6, 2022
- RISE Team Meeting May 6, 2022
- Hertford Fire Department host live burn training May 7, 2022
- Red Cross Letter of Intent Meeting May 9, 2022
- NC EMS Advisory Council Virtual Quarterly Meeting May 10, 2022
- RACE-CARS Meeting May 10, 2022
- Special Events Planning Meeting May 10, 2022
- Sentara Albemarle Stroke Meeting May 11, 2022
- AT & T 9-1-1 Public Safety Platform Training May 12, 2022
- Perquimans Central School Spring Fling May 12, 2022
- EMS Week May 15 21, 2022
- Sentara Albemarle Mobile Integrated Health Meeting May 16, 2022
- Armed Intruder Follow-up Meeting May 17, 2022
- HazMat Planning Meeting May 17, 2022
- EMS Crews visit Up River Friends Preschool May 18, 2022
- Meeting with Trillium Project Manager May 19, 2022
- Advanced Cardiac Life Support May 20, 2022
- Statewide RACE-CARS Trial Intervention Meeting May 20, 2022
- Community Fishing Derby May 21, 2022
- Standby for Nucor Family Day May 21, 2022
- Albemarle Regional Preparedness Meeting May 23, 2022
- Eastern Healthcare Preparedness Coalition Communications Exercise May 24, 2022
- Local Emergency Planning Committee Meeting May 24, 2022
- National EMS Memorial Bike Ride May 25, 2022
- Eastern Healthcare Preparedness Coalition Quarterly Meeting -- May 25, 2022
- Opioid Settlement Funding Training May 25, 2022
- Debris Removal & Management and Debris Monitoring Introduction Meeting May 26, 2022
- NC Emergency Management Radio Project Funding Options Meeting May 27, 2022
- Duke Endowment discussion with Vidant May 27, 2022

### **CERT Trainings/Preparedness Activities**

- Biggs Golf Classic at Albemarle Plantation Albemarle CERT Activated May 20 22, 2022
- Albemarle CERT and the Shores at Lands End CERT to assist in calling Special Medical Needs residents in preparation for 2022 Hurricane Season – May 26, 2022

## Pending Projects / Trainings / Community Preparedness Activities

- Hazmat Shipping Exercise funded through the Homeland Security Grant Program June 4, 2022
- "4" Life Training at Camp Cale June 6, 2022
- "4" Life Training at the Perquimans County Library June 10, 2022
- "4" Life Training at Albemarle Planation June 22, 2022
- "4" Life Training at the Perquimans County Senior Center June 22, 2022
- Armed Intruder Drill at Perquimans County High School July 14, 2022
- HazMat Propane Exercise funded through the Hazardous Materials Emergency Preparedness
  Grant Summer 2022
- National Night Out August 2, 2022

#### Press Releases / Public Service Announcements

- Hurricane Preparedness Week May 2 7, 2022
- Save the Date for National Night Out May 3, 2022
- Perquimans County High Schools Job Fair May 5, 2022
- Public Service Announcement Woodland Church Road temporarily closed May 5, 2022
- Severe Weather Briefing May 6, 2022
- Fire Drill Training at The Landings of the Albemarle May 6, 2022
- Happy Mother's Day May 8, 2022
- Public Service Announcement Woodland Church Road reopened May 11, 2022
- Online EMS Refresher Classes offered by College of the Albemarle May 12, 2022
- Public Service Announcement Woodland Church Road closed for the day May 20, 2022
- ES Staff treated to lunch and ice cream by The Landings of Albemarle May 24, 2022
- Temporary Road Closure due to traffic accident May 26, 2022
- Temporary Road Closure due to Live Burn Training hosted by Belvidere Fire Department May 26, 2022
- Press Release Tractor Trailer Overturned on Ocean Highway May 27, 2022
- Belvidere Live Burn Training May 28, 2022
- Recognizing the men and women that made the ultimate sacrifice on Memorial Day May 30, 2022
- Job Announcement for the Perguimans County Sheriff's Office May 31, 2022

**COMMITTEE REPORTS - CR** 

# COMMITTEE REPORTS