

AGENDA

All items are for discussion and possible action.
Perquimans County Board of Commissioners
Meeting Room at Perquimans County Library
May 5, 2025
7:00 p.m.

Board of Equalization & Review to meet in Meeting Room at Perquimans County Library at 6:50 p.m.

I. Call to Order

II. Prayer & Pledge

III. Approval of Agenda

IV. Consent Agenda

(Consent items as follows will be adopted with a single motion, second and vote, unless a request for removal of an item or items is made by a Commissioner or Commissioners.)

- A. Approval of Minutes April 2, 2025 Work Session with BOE, April 7, 2025 Board Retreat, April 7, 2025 Regular Meeting, April 21, 2025 Regular Work Session (cancelled), April 23, 2025 Budget Presentations, and April 24, 2025 Budget Presentations
- B. Tax Refund & Tax Release Approvals
- C. Personnel Matters
 - 1. Appointment: Social Worker III
 - 2. Appointment: Uncertified Deputy
 - 3. Reclassification: Social Work Supervisor III
 - 4. Reclassification: PT/FI AEMT I
 - 5. Reclassification: Investigator I
 - 6. Resignation: Social Work Supervisor III
 - 7. Resignation: Part Time Fill In Telecommunicator I (2)
 - 8. Resignation: Part Time Fill In AEMT I
 - 9. Resignation: Athletic Program Supervisor
- D. Step Increases/Merit Increases
 - 1. 911 Telecommunications (2)
 - 2. Sheriff's Office
 - 3. Tax Department
- E. Budget Amendments Nos. 34-36
- F. Miscellaneous Documents
 - 1. Memorandum of Understanding: NCDHHS and Perquimans County Pursuant to N.C. Gen. Stat. § 108A-74
 - 2. NC DPS – Community Programs: County Funding Plan
 - 3. Proclamation: Older Americans Month
 - 4. Proclamation: Elder Abuse Awareness Day
 - 5. Resolution for Surplus County Property

V. Introduction of New Employees

- A. Introduction of New Employees:
 - 1. Social Services

VI. Scheduled Appointments

- A. Bill Jennings – Collection Percentage Report 7:00 p.m.
- B. 7:05 p.m.
- C. 7:10 p.m.

VII. Commissioner's Concerns/Committee Reports

- A.
- B.

VIII. Old Business

- A. Updates from County Manager
- B. Board Vacancies
 - 1. Community Advisory Committee (7)

ACTION
REQUIRED

NO
ACTION
REQUIRED

NO
ACTION
REQUIRED

POSSIBLE
ACTION
REQUIRED

IX. New Business

ACTION
REQUIRED

- A. Resolution – House Bill 765 – An Act to Reform Local Government Development Regulations In This State
- B. Resolution – Expenditure of Opioid Settlement Funds
- C. Resolution – Albemarle Regional Hazard Mitigation Plan
- D.
- E.

X. Unscheduled Appointments/Public Comments

(If you wish to address the Board, please state your name for the record prior to speaking)

NO
ACTION
REQUIRED

- A.
- B.
- C.

XI. Closed Session: Per N.C.G.S. §143-318-11(4) – The purpose of the Closed Session is to consult with attorney regarding economic development matters and to approve Closed Session Minutes.

(After the Closed Session, the Board is subject to return to Open Session and may take action as needed on any items discussed during the closed session.)

ACTION
REQUIRED

XII. Adjournment

FOR INFORMATION ONLY:

DEPARTMENT HEAD REPORT:

- Plat Log
- Tax Department Report
- Building Inspector's Reports
- Code Enforcement Report
- Sheriff's Office Report

COMMITTEE WRITTEN REPORTS:

➤



NOTES FROM THE COUNTY MANAGER

May 5, 2025

7:00 p.m.

IV. **Enclosures:** Items included on the Consent Agenda are enclosed. *If you wish to discuss any of these matters, please make that request during the meeting.*

V. The following introduction of new employees will be done:

A. **Introduction of New Employees:** The following employees will be introduced

Department Head	Employee Name	Employee Job Title	Effective Date
Angela Jordan, DSS Director	Ashley Britt	IMC I	04/01/2025
Angela Jordan, DSS Director	Chastity Clunis	IMC I	04/01/2025
Angela Jordan, DSS Director	Tinaya Green	IMC I	04/01/2025
Angela Jordan, DSS Director	Jada Lister	IMC I	04/01/2025
Angela Jordan, DSS Director	Ella Miller	IMC I	04/01/2025
Angela Jordan, DSS Director	Johnetta Moore	IMC I	04/01/2025

VI.A. Bill Jennings will present the Collection Percentage Report.

VIII.A. County Manager Heath will present several updates to the Board.

VIII.B. We have seven (7) vacancies on the Community Advisory Committee and a representative to the Senior Tarheel Legislature Community Advisory Committee. No new applications have been received.

IX.A. **Resolution Opposing HB 765:** This Resolution is stated as 'An Act to Reform Local Government Development Regulations in This State'. Board action is being requested.

IX.B. **Resolution – Opioid Settlement Funds:** This resolution directs the expenditure of opioid settlement funds. Board action is being requested.

IX.C. **Resolution – Hazard Mitigation Plan:** This resolution proposes the adoption of the Albemarle Regional Hazard Mitigation Plan. The draft plan can be accessed on <https://www.albemarlehmp.com>. Board action is being requested

CONSENT AGENDA NOTES

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

A. **Enclosures:** Approval of Minutes April 2, 2025, Work Session with BOE, April 7, 2025, Board Retreat, April 7, 2025, Regular Meeting, April 21, 2025, Regular Work Session (cancelled), April 23, 2025, Budget Presentations, and April 24, 2025, Budget Presentations

B. **Enclosure:** Tax Refund / Release Approvals – see attached listing

C. **Enclosures:** Personnel Matters

Employee Name	Employee Job Title	Action Required	Grade/ Step	New Salary	Effective Date
Demetrius Stokley	Social Worker III	Appointment	69/1	\$47,344.00	05/01/2025
Nathan McKeeuen	Uncertified Deputy	Appointment	65/1	\$39,699.00	05/01/2025
Candice Mallory	Social Work Supervisor III	Reclassification	73/1	\$56,459.00	05/01/2025
Heidi Russell	Part Time Fill In AEMT I	Reclassification	66/4	\$21.47/hr.	05/01/2025
Quinton Jordan	Investigator	Reclassification	73/6	\$63,800.00	05/01/2025
Kathleen Conner	Social Work Supervisor III	Resignation			04/30/2025
Mackenzie Rhodes	Part Time Fill In Telecommunicator I	Resignation			04/14/2025
William Ward	Part Time Fill In Telecommunicator I	Resignation			04/01/2025
Mark Montgomery	Part-Time/Fill-In AEMT	Resignation			04/01/2025
Martin Hood	Athletic Program Supervisor	Resignation			05/01/2025

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

Department Name	Employee Name	Employee Job Title	Grade/ Step	New Salary	Effective Date
911 Telecommunications	Tyanna Green	Full Time Telecommunicator	64/2	\$18.72/hr.	05/01/2025
911 Telecommunications	Reegan Charlton	Full Time Telecommunicator	64/2	\$18.72/hr.	05/01/2025
Sheriff's Office	Zachary Smirlock	Certified Deputy	68/2	\$46,437	05/01/2025
Tax Department	Bill Jennings	Tax Administrator	72/8	\$64,106	05/01/2025

E. **Enclosure:** Budget Amendment Nos. 34-36 are enclosed for Board review and action.

F. **Enclosures:** The following miscellaneous documents are being presented for Board consideration and action:

1. **MOU – NCDHHS and Perquimans County:** The Memorandum of Understanding between NCDHHS and Perquimans is renewed every 2 years and guides DSS in administrative, performance, training, and compliance mandates.
2. **NC DPS – Community Programs – County Funding Plan:** The FY25/26 funding plan is attached for JCPC. Chairman signature is requested.
3. **Proclamation – World Elder Abuse Day:** Albemarle Commission requests the County support and encouragement in recognition and celebration of our older adults and their ongoing contributions to the success of our country.
4. **Proclamation – Older Americans Month:** Albemarle Commission requests the County support and encouragement in recognition and celebration of our older adults and promoting programs and activities that foster connection, inclusion, and support for older adults.
5. **Resolution Authorizing Sale of Surplus County:** The Sheriff's office has a 2015 Dodge Charger (vin 8938) to put on GovDeals for sale. Board approval is requested.

WORK SESSION

March 17, 2025

7:00 p.m.

The Perquimans County Board of Commissioners Work Session on Monday, March 17, 2025 was cancelled. Therefore, Timothy J. Corprew made a motion to close the meeting and James W. Ward seconded the motion which was unanimously approved.

JOINT WORK SESSION WITH BOARD OF EDUCATION

April 2, 2025

6:30 p.m.

The Perquimans County Board of Commissioners met in a Joint Work Session with the Perquimans County Board of Education on Wednesday, April 2, 2024, at 6:30 p.m. in the Perquimans County Board of Education Central Office located at 411 Edenton Road Street, Hertford, NC 27944.

BOARD OF COMMISSIONERS:

MEMBERS PRESENT:	Wallace E. Nelson, Chairman	Charles Woodard, Vice Chairman
	Timothy J. Corprew	Joseph W. Hoffer
	Kathryn M. Treiber	James W. Ward
MEMBERS ABSENT:	None	

BOARD OF EDUCATION:

MEMBERS PRESENT:	Russell Lassiter, Chair	Matt Winslow
	Kristy Corprew	Dr. Anne White
MEMBERS ABSENT:	Arlene Yates, Vice Chair	Leary Winslow

OTHERS PRESENTCounty Staff

Frank Heath, County Manager	Mary Hunnicutt, Clerk to the Board
Brandon Shoaf, Assistant County Manager	Tracy Mathews, County Finance Officer
Rebecca Corprew, Clerk to the Board	

Board of Education Staff

Tanya Turner, Superintendent	James Bunch, Assistant Superintendent
Jamie Ayscue, Chief Finance Officer	Jamie Johnson, Director of Maintenance
April Bass, Executive Assistant	

Board of Education Chair Russell Lassiter opened the meeting and welcomed the Board of Commissioners. County Manager Heath introduced the County's new Commissioner, Kathy Treiber, and employees, Brandon Shoaf (Assistant County Manager) and Rebecca Corprew (Clerk to the Board). Chair Lassiter introduced Jamie Ayscue, Chief Financial Officer, and April Bass, Executive Assistant. He then turned the meeting over to Dr. Tanya Turner, Superintendent of Schools. Dr. Turner made a few opening remarks and then proceeded with the following items of discussion:

Update on Intermediate School Construction Project	Presented by Dr. Tanya Turner
Dr. Turner thanked the Board of Commissioners for their partnership in this project.	
Board of Education Strategic Plan.....	Presented by Dr. Tanya Turner
The Schools Performance Grade of "C"	Presented by Dr. Tanya Turner
Academic Highlights & Graduating Class.....	Presented by Dr. Tanya Turner
Capital Outlay Highlights for FY 2024-2025	Jamie Ayscue
Current 2024-2025 Capital Outlay Funding Sources	Jamie Ayscue
Capital Outlay Budget Needs for FY 2025-2026	Jamie Johnson
Current Expense Requests for FY 2025-2026	Jamie Johnson

After their presentations, Chair Lassiter asked if there were any questions.

CLOSING REMARKS

After some questions and comments, Chair Lassiter thanked the Board of Commissioners for their support and explained that they are trying to use the funds wisely. Wallace Nelson, Chairman of Perquimans County Board of Commissioners, made a few comments and thanked the Board of Education for their hard work and cooperation with funding request. Chair Lassiter adjourned the meeting at 7:30 p.m.

Wallace E. Nelson, Chairman

Clerk to the Board

BOARD RETREAT

April 7, 2025

9:00 a.m.

The Perquimans County Board of Commissioners met for a Board Retreat on Monday, April 7, 2025, at 10:00 a.m. in the Conference Room at the Emergency Services Building located at 159 Creek Drive, Hertford, NC 27944.

BOARD OF COMMISSIONERS:

MEMBERS PRESENT:	Wallace E. Nelson, Chairman	Charles Woodard, Vice Chairman (arrived at 12:30 p.m.)
	Timothy J. Corprew	Joseph W. Hoffer
	Kathryn M. Treiber	James W. Ward
MEMBERS ABSENT:	None	

OTHERS PRESENT

Frank Heath, County Manager
 Brandon Shoaf, Assistant County Manager
 Denise Stinagle NCACC Outreach Associate

Mary Hunnicutt, Clerk to the Board
 Rebecca Corprew, Clerk to the Board
 Bob Steinburg, Lobbyist

County Manager Heath opened the Retreat and asked each person to give their name, title, and give one thing that they did not know about yourself. Then Mr. Heath proceeded with the items for discussion.

NEWS FROM THE GENERAL ASSEMBLY

John Steinburg, Lobbyist, provided news from the General Assembly. County Manager Heath said that they are planning a trip to Raleigh on April 30th. If any of the commissioners would like to go, please let Mr. Heath know. Mr. Steinburg discussed the following items:

- Construction of two roads in the Commerce Center
- Private contracting with SMS
- Property tax issues
- Cuts in revenues
- HB675 (EMT Personnel Credentialing Modifications) & HB219 Counties/Franchise Ambulance Service)
 - Jonathan Nixon, Emergency Services Director, notified Mr. Steinburg that the Emergency Medical Services does not support these two-house bills.
- Update of I-87 Progress

HERTFORD GRAMMAR SCHOOL & MIDDLE SCHOOL

County Manager Heath discussed the possible uses of these two schools after the Intermediate School was completed. He suggested that the Board budget funds to do a study on the use of these two schools.

PROPERTY AT COMMERCE CENTER NEAR BOAT RAMP

County Manager Heath discussed the possibility of building a pavilion and expanding the parking lot in the vacant area near the boat ramp.

FUNDING FOR DEVELOPMENT OF PROPERTY AT COMMERCE CENTER NEAR BOAT RAMP

County Manager Heath discussed the funding needed to develop the property at the Commerce Center near the boat ramp area.

FUNDING FOR RIFT-RACK PROJECT

County Manager Heath discussed the possibility of budgeting funding for an engineer to work on the Rift-Rack Project around the Marine Basin.

The meeting was recessed for lunch. After lunch, County Manager Heath explained that Commissioner Woodard had to leave so they moved the Commissioners' Priorities before the Opioid Funding:

COMMISSIONER PRIORITIES

County Manager Heath asked each Commissioner what their individual priorities were for funding for FY 2025-2026. The following comments were made:

<u>Charles Woodard:</u> <ul style="list-style-type: none"> • Keeping the tax money in the county • Saving our farmland • Bring business to Marine Park Basin 	<u>James Ward:</u> <ul style="list-style-type: none"> • Increasing COLA for employees this year significantly • Compensating for Fire Department Substations which will help fire rating for County residents • Fencing around playground at Recreation Center and more lighting • Implementing the law enforcement salary adjustment • Expanding stores and retail stores in the County
<u>Joe Heffler:</u> <ul style="list-style-type: none"> • Providing money for our schools • Upgrading the Social Services Building • Purchasing a Community Bus for Center for Active Living 	<u>Wallace Nelson:</u> <ul style="list-style-type: none"> • Constructing roads in Marine Park • Building a Wellness Center • Supporting the Hertford Waterfront Plan
<u>Kathy Treiber:</u> <ul style="list-style-type: none"> • Increasing our volunteer base • Assisting the Volunteer Fire Departments • Making the Marine Park grow 	<u>Tim Corprew:</u> <ul style="list-style-type: none"> • Maintaining our tax rate • Begin to plan the River bore to assist with future water issues • Determining why we have such a turnover of employees • Beginning to clean and develop Phase II of the Commerce Center across Harvey Point Road

Denise Stinagle discussed HB729 (Farmland Protection Act) and HB355 (LRC Study Future of Rural Firefighting). She explained that NCACC is watching these bills carefully.

OPIOID FUNDING

Chairman Nelson recognized Jonathan Nixon, Emergency Services Director, Julie Solesbee, Assistant Emergency Services Director, and Bethany Bultram, MIH Coordinator (Mobile Integrated Healthcare), who presented information on the Opioid funding.

FINAL COMMENTS & ADJOURNMENT

IV.A. - Page 3

Chairman Nelson and County Manager Heath thanked Ms. Stinagle for coming to our Retreat and asked her if she had any final comments. She congratulated the Board on their insight and the things that they are looking to do. She feels that the County is in good financial condition. Chairman Nelson and County Manager Heath thanked the Board for attending. They asked if there were any further comments or questions. There being none, the Retreat was adjourned at 2:05 p.m.

Wallace E. Nelson, Chairman

Clerk to the Board

REGULAR MEETING

April 7, 2025

6:50 p.m.

The Perquimans County Board of Commissioners met in a regular meeting on Monday, April 7, 2025, at 6:50 p.m. in the Perquimans County Library located at 514 S. Church Street, Hertford, NC 27944.

MEMBERS PRESENT:	Wallace E. Nelson, Chairman	Charles Woodard, Vice Chairman
	Timothy J. Corprew	Joseph W. Hoffer
	Kathryn M. Treiber	James W. Ward
MEMBERS ABSENT:	None	
OTHERS PRESENT:	Robert Daniel, County Attorney	Brandon Shoaf, Assistant County Manager
	Frank Heath, County Manager	Mary P. Hunnicutt, Clerk to the Board
	Rebecca Corprew, Clerk to the Board	

Chairman Nelson called the meeting to order. Commissioner Treiber gave the invocation, and the Chairman led the Pledge of Allegiance. Chairman Nelson welcomed everyone to the meeting and stated that the first item of business was to hold Public Hearings: (1) Conveyance of Property in Perquimans County Commerce Center; and (2) Certain Economic Development Incentives.

PUBLIC HEARING – CONVEYANCE OF LAND IN PERQUIMANS COMMERCE CENTER

Chairman Nelson opened the first Public Hearing stating that the purpose of the public hearing was to convey land in the Perquimans Commerce Center - Perquimans Marine Industrial Park, owned by Perquimans County, for purposes of economic development pursuant to North Carolina General Statutes, Section 158-7.1. The Perquimans County Board of Commissioners, subject to public comment at the public hearing for which notice is hereby given, intends to approve conveyance of a fee simple interest in approximately 25.0 acres of land off Granby Street in the Commerce Centre, and a long-term lease of approximately 3 acres along the southwest side of the Perquimans Marine Industrial Park basin. This tract will be surveyed out of Tract One of the Perquimans Commerce Centre as shown on the plat recorded in Plat Cabinet 2, Slide 49, Map 3 in the Office of the Register of Deeds of Perquimans County. The conveyance and lease will be made to MiTek, Inc. The Perquimans County Board of Commissioners have determined that the total value of the tract is \$625,000.00 (\$25,000 per acre for 25 inland acres). The three acres along the basin will be leased at a initial rate of 40 cents per square foot. The purchaser and lessee of the tract has agreed to pay the County the full value of the tract at closing. There were 26 people present. Chairman Nelson recognized Frank Heath, County Manager, who provided the overview of the conveyance. After his comments, Chairman Nelson asked if anyone had signed up for public comments. There being none, Chairman Nelson closed the public hearing at 7:06 p.m.

PUBLIC HEARING – PROPOSAL TO PROVIDE CERTAIN ECONOMIC DEVELOPMENT INCENTIVES

Chairman Nelson opened the second Public Hearing stating that the purpose of the public hearing was to provide certain economic development incentives to MiTek, Inc., a private entity (the "Company"). The purpose of these grants would be to encourage the Company to construct and operate a truss component manufacturing facility that would be located on a multi-acre site in Perquimans County (the "Facility"). This proposal would appropriate and spend from the County's general fund amounts to make certain cash grants, detailed as follows: If an investment threshold of \$15,000,000 is met by MiTek, Inc. to the 28 +/- acre property located on the eastern edge of the Perquimans Marine Park basin, 50% of the original land purchase price of \$625,000 for said parcel will be granted back to MiTek, Inc. If an investment threshold of \$30,000,000 is met on the above-mentioned property, 100% of the original land purchase price will be granted to MiTek, Inc. MiTek, Inc. must make said investments within 3 years of the purchase and lease dates to qualify. The cash grants described above would be conditioned on the Company's paying the applicable real property and personal property taxes for each year of ownership. The Company's construction and operation of the Facility would further the economic interests of the County in numerous ways, including through the following specific benefits: (a) by creating a construction project at the Facility that would last approximately nine months which, in addition to creating employment at the Facility, would likely result in greater revenues to local businesses; (b) by offering a number of full time jobs at the completed Facility with an average wage greater than the median wage in the County; (c) by enhancing the County's property tax base and increasing the County's property tax revenues; and (d) by supporting the diversification of the County's economy. In addition to holding the public hearing, at this meeting the Board of Commissioners of the County may approve the making of the cash grants as described above and may approve and enter into an economic development agreement with MiTek, Inc. There were 27 people present. Chairman Nelson recognized Frank Heath, County Manager, who provided the overview of the incentives. After his comments, Chairman Nelson asked if anyone had signed up for public comments. There being none, Chairman Nelson closed the public hearing at 7:10 p.m.

AGENDA

Chairman Nelson stated that the updated Agenda was at their seats and asked if there were any additions or corrections to the amended Agenda. There being none, Chairman Nelson asked for a motion to approve the Agenda as presented. Timothy J. Corprew made a motion to approve the Agenda as presented. The motion was seconded by James W. Ward 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, Kathryn M. Treiber made a motion to approve the Consent Agenda. The motion was seconded by Charles Woodard and unanimously approved by the Board.

1. **Approval of Minutes:** The Minutes March 3, 2025 Regular Meeting, March 17, 2025 Special Called Meeting, & March 17, 2025 Regular Work Session (cancelled) were approved.

2. **Tax Refund / Release Approvals:**

Tax Release (Perquimans County):

Dauterich, Melbaile \$124.50
Mobile home was double listed. Account No. 429449.

Tax Refunds (Perquimans County):

Albemarle EMC \$938.69
Vehicle is covered by State and was taxed in error. Account NO. 81771715.

Madre, Sr., Donald Gene \$291.51
Phone exchanged. 12-month refund. Account No. \$1749438.

Brehanan, Angela Jenn \$103.39
Sold vehicle. 10-month refund. Account No. 745939838.

Jaco, Willie Alton Demagan \$153.89
Vehicle totaled. 6-month refund. Account No. 80039904.

Tax Refunds (Hertford):

Jaco, Willie Alton Demagan \$153.89
Vehicle totaled. 6-month refund. Account No. 80039904.

Tax Refunds (Winfall):

Albemarle EMC \$1,012.56
Vehicle is covered by State and was taxed in error. Account NO. 81771715.

3. **Personnel Matters:** The following personnel matters were approved by the Board:

Employee Name	Employee Job Title	Action Required	Grade/Step	New Salary	Effective Date
Ashley Britt	IMC I Working Against IMC II	Appointment	61/3	\$34,955	04/01/2025
Chesility Clunis	IMC I Working Against IMC II	Appointment	61/3	\$34,955	04/01/2025
Timaya Green	IMC I Working Against IMC II	Appointment	61/3	\$34,955	04/01/2025
Jada Lister	IMC I Working Against IMC II	Appointment	61/3	\$34,955	04/01/2025
Ella Miller	IMC I Working Against IMC II	Appointment	61/3	\$34,955	04/01/2025
Johnetta Moore	IMC I Working Against IMC II	Appointment	61/3	\$34,955	04/01/2025
Emily Gividen	Part-Time/Fill-In EMT	Appointment	64/1	\$18,266/yr.	04/01/2025
Codie Glover	Part-Time/Fill-In AEMT	Appointment	66/1	\$19,954/yr.	04/01/2025
Tiffany Maupin	IMC III Lead Worker	Reclassification	65/1	\$39,609	04/01/2025
Teahna Nixon	Social Worker III	Reclassification	69/1	\$47,344	04/01/2025
Julie Shreckengast	IMC Supervisor II PCMA	Reclassification	67/1	\$43,353	04/01/2025
Antonio Williams	Administrative Officer I	Reclassification	67/2	\$44,438	04/01/2025
Kathleen Conner	Social Worker Supervisor II	Reclassification	73/1	\$56,459	04/01/2025
Kerry Lahr	Full Time EMT	Reclassification	64/2	\$18,724/yr. / \$38,939	04/01/2025
Corbin Nixon	Full-Time AEMT I	Reclassification	66/1	\$19,954/yr. / \$41,488	04/01/2025
Zeb Danekar	Full-Time Telecommunicator II	Reclassification	66/10	\$24,85 / \$51,689	05/01/2025
SueAnn Cestaro	Full-Time Telecommunicator II	Resignation			03/31/2025
SueAnn Cestaro	Part-Time/Fill-In Telecommunicator II	Reclassification	66/7	\$23,06/yr.	04/01/2025
Kaelyn Melton	Full-Time EMT Basic	Resignation			03/31/2025
Kaelyn Melton	Part-Time/Fill-In EMT Basic	Reclassification	64/1	\$18,266/yr.	04/01/2025
Kristen Jennings	Part-Time/Fill-In AEMT	Removed from Roster			04/01/2025
Tyree Hughes	Part-Time/Fill-In EMT	Removed from Roster			04/01/2025
Joy Hayes	IMC II	Termination			03/13/2025
Elena Howell	Processing Assistant V	Salary Adjustment	61/3	\$36,704	04/01/2025

4. **Step/Merit Increases:**

Department Name	Employee Name	Classification	Grade/Step	New Salary	Effective Date
Social Services	Kristin Lassiter	Income Maintenance Supervisor II FNS	67/5	\$47,797	04/01/2025
Center for Active Living	LuRec Sawyer	Coordinator - CAL	63/11	\$46,400	04/01/2025
EMS	Cliff Benman	Full-Time Paramedic Supervisor	72/8	\$50,824/yr. / \$64,106	04/01/2025
Sheriff's Office	Stephen Chappell	Sheriff	63/9	\$44,191	04/01/2025

5. **Board Appointments:** The following board resignation was approved by the Board:

Name	Board/Committee	Action Taken	Term	Effective Date
Deborah Pfeiffer	Community Advisory Committee	Resignation		03/01/2025

6. **Budget Amendment Nos. 29-33:** The following budget amendments were approved by the Board:

**BUDGET AMENDMENT NO. 29
GENERAL FUND**

CODE NUMBER	DESCRIPTION OF CODE	AMOUNT	
		INCREASE	DECREASE
10-348-027	America 250	14,000	
10-690-985	America 250	14,000	

EXPLANATION: To amend the FY 24/25 Budget to an America 250 Grant (10,000) and local donations) to be used for an America 250 Celebration Project (mural).

BUDGET AMENDMENT NO. 30 IV.A. - Page 5
GENERAL FUND

CODE NUMBER	DESCRIPTION OF CODE	AMOUNT	
		INCREASE	DECREASE
10-348-000	State Grants - Social Services	10,728	
10-610-204	DSS - ADOPTION PROMOTION FUND	10,728	
EXPLANATION: To amend FY 23/24 budget to include additional funding as awarded for Adoption Services by the State in June 2023.			

BUDGET AMENDMENT NO. 31
GENERAL FUND

CODE NUMBER	DESCRIPTION OF CODE	AMOUNT	
		INCREASE	DECREASE
10-399-000	Fund Balance Appropriated	90,000	
10-450-040	Tax - Professional Services	40,000	
10-500-150	Buildings - Maintenance/Repair Buildings	50,000	
EXPLANATION: To amend FY 23/24 budget to include additional funding to cover expenses.			

BUDGET AMENDMENT NO. 32
EMERGENCY TELEPHONE SYSTEM FUND

CODE NUMBER	DESCRIPTION OF CODE	AMOUNT	
		INCREASE	DECREASE
78-348-002	PSAP - Cybersecurity Initiative	14,300	
78-500-312	PSAP - Cybersecurity Initiative	14,300	
EXPLANATION: To amend FY 23/24 budget to include additional funding as awarded thru the Cybersecurity Remediation Initiative (CRI). (FY23/24 = 14,300 and FY 24/25 = 24,000)			

BUDGET AMENDMENT NO. 33
PSAP FUND

CODE NUMBER	DESCRIPTION OF CODE	AMOUNT	
		INCREASE	DECREASE
78-350-001	PSAP - Emergency 911 Fees	43,315	
78-500-160	PSAP - Software Maintenance	33,315	
78-500-161	PSAP - Hardware Maintenance	10,000	
EXPLANATION: To amend FY 23/24 budget to include the increase in our monthly allocation received by the State since expanding our 911 Dispatch to include Gates Co.			

7. Miscellaneous Documents: The following miscellaneous documents were approved by the Board:

- 2025 GASB 73 Separation Allowance:** The contract is with CavMac for fiscal year ending June 30, 2025. This contract allows CavMac to have the actuarial valuations and GASB 73 reports completed for the Special Separation Allowance for Law Enforcement Officers. It is recommended by the County Staff. The contract was unanimously approved by the Board.
- Change Bond Increase Rider for Finance Officer:** One finding the FY 2023-2024 was that the Finance Officer's Bond was too low. It needed to be increased from \$100,000 to \$1,000,000. This rider responds to this finding from the audit. The Bond Increase Rider for the Finance Officer was unanimously approved by the Board.
- Renewal of Zachaeus Legal Service Agreement:** It is time to renew the Agreement with Zachaeus who handles our foreclosure accounts. The Agreement is for two years. County staff is recommending the approval of this Agreement. The two-year contract with Zachaeus Legal Services was unanimously approved by the Board.
- Special Events Applications:** The following application for Special Events needs Board consideration and action:
 - Perquimans County High School Prom:** The Perquimans County High School will be holding their Senior Prom on April 12, 2025. They are applying to have fireworks at the prom. Board consideration and action are being requested.
 - Albemarle Plantation:** The Perquimans County High School will be holding their Senior Prom on April 12, 2025. They are applying to have fireworks at the prom. Board consideration and action are being requested.

The Perquimans County Board of Commissioners supports the North Carolina General Assembly's enactment of Sentile

SWEARING IN - CLERK TO THE BOARD, DEPUTY CLERK & PART-TIME/FILL-IN CLERK TO THE BOARD

Chairman Nelson recognized Todd Tilley, Clerk of Superior Court, who administered the oath of office to Rebecca Corpew, Clerk to the Board, Brandon Shoaf, Deputy Clerk to the Board, and Mary Hunnicutt, Part-time/Fill-In Clerk to the Board.

INTRODUCTION OF NEW EMPLOYEES

A. Introduction of New Employees: The following new employee was introduced to the Board:

Department Head	Employee Name	Employee Job Title	Effective Date
Jackie Greene, Elections Supervisor	Robbins Cherry	Deputy Director	02/01/2025

After the supervisor and employee made their comments, the Board welcomed her to Perquimans County.

JONATHAN NIXON, EMERGENCY SERVICES DIRECTOR

Chairman Nelson recognized Jonathan Nixon, who presented the following reports:

- Annual Public Officials Conference:** Mr. Nixon will present the Annual Public Officials Conference giving an update on the Emergency Services Department. This is required by grant funding.
- Perquimans-Gates 911 Communications Review:** It has been one year since Perquimans County and Gates County 911 Centers consolidated. Mr. Nixon will present an update on the consolidation.

COMMISSIONER'S CONCERNS/COMMITTEE REPORTS

- **Charles Woodard:** Mr. Woodard was asked to provide an update on the Perquimans County Museum. Our new curator of the Museum, Sid Eley, presented the following report for March, 2025:

Visitors:..... 53	Hours Opened: 60+ (closed 5 days for snow)
Sales:.....\$202.00	Staff: Sid Eley & Glen White
Donations:.....\$39.00	
Any additional information:	
Purchased 1 typewriter table @ \$15.00 (paid from donations)	
Donation of 1 small bookcase	
Added yearbooks: Kilcoenans 1949, 1950, 1952, 1955-1961 / 1972-1978 Galleons	
3 Pride of Perquimans pennant bngs	
1967 domestic postage rate chart	
World War II small item parachute	
Provided Copies to Guests: Betsy Dowdy's Ride Legend & Batts Grave Legend	
Museum Needs:	
More Space	
Open additional day in Spring-Fall (3 more hours/week)	
Add Jim "Catfish" Hunter to museum's name	
Add sign outside building	
Add sign on US 17 by-mass	

- **Wallace Nelson:** Chairman Nelson asked the Board about handling public hearings for wind farms as a legislative public hearing and not a quasi-judicial public hearing. It was the consensus of the Board to set up a committee to study this and report back to the Board. The Committee would consist of Charles Woodard, Frank Heath, Brandon Shoaf, Wallace Nelson, and Mackney High.

UPDATES FROM COUNTY MANAGER

County Manager Heath presented the following updates:

- **Closing on the Intermediate School Loan:** County Manager Heath reported that the closing on the \$11,000,000 school loan is scheduled for Thursday, April 10, 2025.
- **Budget Work Sessions:** County Manager Heath reminded the Board that there would be budget work sessions scheduled for April 23, 2025 and April 24, 2025. The meetings will begin at 5:00 p.m. and will be held in the RMS Auditorium at 159 Creek Drive, Hertford, NC 27944. The Department Heads will present their proposed budgets for FY 2025-2026. Supper will be provided.
- **Board Retreat:** County Manager Heath stated that the Board Retreat was held today, April 7, 2025, at 2:00 p.m. A summary of the meeting will be provided in the minutes.
- **Visit from Representative Don Davis:** Rep. Don Davis will be at the Perquimans County Emergency Operation Center at 4:00 p.m. on April 23, 2025 to visit the area that was damaged during the recent tornado. The Board is welcome to meet him.

BOARD VACANCIES

Chairman Nelson explained that there have been no applications received. He again asked the Board and the public if they knew anyone that might be interested in serving on one of these committees, to let Mary Hunnicutt, Clerk to the Board, know so that she can forward them an application to complete and return. These vacancies are for the Community Advisory Committee and the Senior Tar Heel Legislature Delegate and Alternate. We now have seven (7) openings on the Community Advisory Committee. The only member remaining resigned and the resignation was approved tonight during the Consent Agenda. Currently, we have no members on this committee.

CONVEYANCE OF PROPERTY TO MITEK

Chairman Nelson recognized County Manager Heath who presented the following documents to convey property and to lease property to MiTek in the Marine Industrial Park. Mr. Heath recommends the approval of these four documents. On motion made by Charles Woodard, seconded by James Ward, the Board unanimously approved documents #1, #2, #3, #5 and authorized Chairman, County Manager, and County Attorney to execute these documents at closing with lead way on the acreage adjustment:

1. **Resolution of Authorization to Convey Real Property to MiTek, Inc.:** The Board adopted the Resolution which authorizes the conveyance of properties to MiTek, Inc. See Attachment A.
2. **Lease Agreement Between Perquimans County and MiTek, Inc.:** The Board unanimously approved the Lease Agreement between the County of Perquimans and MiTek, Inc. for leasing \pm .88 acres within the Marine Industrial Park. See Attachment B.
3. **Offer to Purchase and Contract with Perquimans County and MiTek, Inc.:** The Board unanimously approved the Offer of Purchase for 25 \pm acres in Perquimans County Commerce Center. See Attachment C.
4. **Plat of Property to be Sold to MiTek, Inc.:** The Board unanimously approved the plat of the 25 \pm acres in Perquimans County Commerce Center. See Attachment D.
5. **Resolution of Incentives for MiTek, Inc.:** The Board unanimously approved the Agreement between Perquimans County and MiTek, Inc. to provide the incentives that will be provided to MiTek, Inc. should they provide the requirements listed within this Agreement. See Attachment E.

INTERMEDIATE SCHOOL FINANCING DOCUMENTATION

Chairman Nelson recognized County Manager Heath who presented and recommended approval of the following documents needed for the closing on the Intermediate School loan for \$11,000,000. On motion made by Kathryn M. Treiber, seconded by James W. Ward, the Board unanimously approved the following documentation:

1. **Resolution Authorizing Contract & Deed of Trust Between Board of Education & Perquimans County, NC:** This Resolution authorizes the execution & delivery of an installment Financing Contract & a Deed of Trust. See Attachment F.
2. **Lease Agreement:** This Lease Agreement is between the County of Perquimans and Perquimans County Board of Education for the purpose of building the Intermediate School. See Attachment G.

SALE OF SURPLUS EQUIPMENT

The County has adopted resolutions proclaiming the following vehicle as surplus equipment and to proceed to sell it on GovDeals. The bid period for the following surplus item with GovDeals closed on April 7, 2025 at 11:00 a.m. On motion made by Timothy C. Corprew, seconded by Joseph W. Hoffer, the Board unanimously approved the sale of the following vehicles on GovDeals:

BUYER	ITEM	DATE SURPLUSED	START BID	SOLD AMOUNT
Doug Freeman	2012 Dodge Charger, VIN #2C3CDXAT4CH201532	2/3/2025	\$500	\$1,775.00
Christian Moody	2016 Dodge Charger, VIN #2C3CBXAT56H228665	2/3/2025	\$500	\$4,097.00
Tomas Knise	2017 Dodge Charger, VIN #2C3CDXAT9HH660438	2/3/2025	\$500	\$4,500.00
John Stevenson	2014 Dodge Charger, VIN #1C4RDJFGB3C382832	2/3/2025	\$500	\$3,625.00

PUBLIC COMMENTS

There were no public comments made.

CLOSED SESSION: TO DISCUSS AN ECONOMIC DEVELOPMENT MATTER AND CLOSED SESSION MINUTES

Chairman Nelson stated that, pursuant to NC General Statute 143-318.11(4), the Board went into Closed Session to discuss an economic development matter and to approve the Closed Session minutes. On motion made by Charles Woodard, seconded by James W. Ward, to go into the Closed Session. The motion was unanimously approved to go into Closed Session.

The Closed Session was adjourned, and the Regular Meeting reconvened on motion made by Timothy J. Corprew, seconded by James W. Ward, and unanimously approved by the Board.

No action was required from the Closed Session.

ADJOURNMENT

IV.A. - Page 7

Chairman Nelson asked if there were any further comments or business to discuss. There being none, the Regular Meeting was adjourned around 8:18 p.m. on motion made by Timothy J. Corprew, seconded by Charles Woodard and unanimously approved by the Board.

Wallace E. Nelson, Chairman

Clerk to the Board

ATTACHMENT A

RESOLUTION OF AUTHORIZATION TO CONVEY REAL PROPERTY
TO MITTEK, INC.
PURSUANT TO
N.C.G.S. § 158-7.1(d)

WHEREAS, Perquimans County (the "County") is a body politic and corporate of the State of North Carolina with the authority to sell real property and MitTek, Inc. ("MitTek"), is a Missouri corporation authorized to do business and purchase real property in the State of North Carolina; and

WHEREAS, the County and MitTek anticipate entering into an Offer to Purchase and Contract (the "Contract") under the terms of which MitTek will agree to purchase from the County certain real property located in Bethel Township, the Town of Hertford, County of Perquimans, State of North Carolina being identified as the 25 acres, more or less, directly southwest of the Perquimans Marine Industrial Park Basin, as recorded in Plat Cabinet _____ Slide _____, Perquimans County Registry (the "subject real property") for the purchase price of Six Hundred Twenty Five Thousand Dollars (\$625,000.00); and

WHEREAS, the County has determined that the fair market value of the subject property is Six Hundred Twenty Five Thousand Dollars (\$625,000.00); and

WHEREAS, the average hourly wage and benefits package to be paid to MitTek workers located at and on the subject real property is anticipated to be over 25% greater than the Perquimans County average; and

WHEREAS, it is in the best interests of the County and its citizens that the County convey the subject real property to MitTek; and

NOW THEREFORE, pursuant to the N.C.G.S. § 158-7.1(d), the Perquimans County Board of Commissioners resolves and declares:

1. That the County is authorized to and shall convey the subject real property to MitTek for the purchase price of Six Hundred Twenty Five Thousand Dollars (\$625,000.00).
2. That a copy of this resolution be placed in the minutes of the April 7, 2025 meeting of the Perquimans County Board of Commissioners.

This the 7th day of April, 2025.

Chairman

Perquimans County Board of Commissioners

Clerk to the Board

ATTACHMENT B

STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF PERQUIMANS

THIS LEASE AGREEMENT ("Lease"), made this _____ day of _____, 20____, by and between PERQUIMANS COUNTY, hereinafter referred to as "Landlord," and Miftek, Inc., hereinafter referred to as "Tenant." Landlord and Tenant are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH:

THAT, WHEREAS, in a meeting held in Hertford, North Carolina, on the ____ day of April 2025, by the Perquimans County Commissioners, Landlord, duly approved the execution of this Lease; and

WHEREAS, Landlord and Tenant have mutually agreed as herein set forth.

NOW, THEREFORE, Landlord, for and in consideration of the sums hereinafter provided and in further consideration of the covenants, conditions and provisions hereinafter set forth, does hereby rent, lease and demise unto Tenant for and during the term and under the terms and conditions hereinafter set forth, the Premises, as described herein, with all rights, privileges and appurtenances thereto belonging.

I. PREMISES

- 1.1 **Premises.** The "Premises" means that certain parcel or tract of land lying and being in the Perquimans County Marine Park (the "Park"), Hertford, North Carolina being more particularly described as:

Being all of that certain lot located south and west of the PMP basin, roughly 0.88 acres +/- and shown on a plat recorded in Plat Cabinet _____, Slide _____ of the Perquimans County Registry, dated March _____, 2025, attached hereto and incorporated herein as **Exhibit A**.

The Landlord will keep, for its use a 30 ft. wide perpetual easement, around the basin bulkhead, for access, ingress and egress, and for maintenance or other purposes deemed necessary by the County. This easement is shown on same plat referenced above and attached as **Exhibit A**.

II. TERM

- 2.1 **Initial Term.** The initial term of this Lease shall be for a period of twenty (20) years, commencing on the _____ day of _____, 2025, and expiring on the 31st day of December, 2045 ("Initial Term").

Page 1 of 15

Tenant's entry into possession shall constitute conclusive evidence that as of the date thereof the Premises were in good order and satisfactory condition.

- 4.2 **Permitted Uses.** Subject to the terms and conditions of this Lease and in accordance with the Town of Hertford Zoning Ordinance, Districts C-3 and C-6, permitted uses: Metal Fabrication and Warehousing, and shall not be used for any other purpose without the prior written consent of Landlord.

- 4.3 **Prohibited Uses.** Tenant shall not use, occupy or permit the Premises to be used or occupied for any purpose other than those set forth in Section 4.2, nor do or permit anything to be done in or on the Premises, in a manner which would be deemed disruptive or extra-hazardous, or make void or voidably any insurance then in force with respect thereto, or which will make it impossible to obtain fire or other insurance required to be maintained by Tenant or Landlord hereunder, or which will cause or be likely to cause structural damage to any building or any part thereof located on the Premises, or which will constitute waste, a public or private nuisance, or unreasonable annoyance and shall not use or otherwise permit the Premises to be used or occupied in any manner which will violate any present or future laws of any governmental authority, including applicable environmental protection regulations, whether they be federal, state or local. Tenant shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Park. In no event shall Tenant use the Premises as a place of residence or occupy or permit the Premises to be occupied as a dwelling place.

- 4.4 **Compliance with Laws.** Tenant shall comply, at its sole expense, with all applicable federal, state and local governmental laws, regulations and ordinances in its use and occupancy of the Premises.

- 4.5 **Tenant's Maintenance and Repair Responsibility.** Tenant shall keep and maintain the Premises in good repair and in a clean and orderly appearance to the satisfaction of Landlord. Tenant shall, at its sole cost and expense, promptly repair and at all times maintain in good condition any improvements, trade fixtures or equipment situated on the Premises. Tenant shall immediately address at its sole cost and expense any violations or deficiencies cited or noted by governmental fire, building code or health inspectors.

- 4.6 **Lease Guidelines.** Tenant must provide information and adhere to the regulations found in "Perquimans Marine Industrial Park Lease Guidelines", Exhibit B, at all times.

V. UTILITIES AND TAXES

- 5.1 **Utility Services.** The Premises shall be separately metered for electricity, water and, if applicable as provided herein, sewer. Tenant shall connect and pay for all utilities used or consumed in the Premises, including any tap, connection and metering fees which may be charged by the applicable utility supplier, unless Landlord, as provided herein, agrees to

- 2.2 **Renewal Term(s).** Provided Tenant is not delinquent in the payment of rent and is not otherwise in default hereunder, Tenant shall have the option to renew this Lease for subsequent 5 year terms, that both parties agree to. Notice shall be given in March, prior to the renewal date.

The Initial Term and the Renewal Terms are sometimes collectively referred to herein as the "Term." Except as specifically set forth herein, the terms and conditions of this Lease shall remain the same during the Renewal Terms.

III. RENT

- 3.1 **Initial Term Rent.** During the Initial Term, Tenant shall pay annual rent to Landlord for the Premises, ("Rent") in accordance with the following Initial Term Rent Schedule:

Initial rental payment shall be \$9.40 per square foot, per year for an annual rental payment of \$15,333.12. The first rental payment was made on July 1, 2025 and subsequent rental payment shall be paid no later than the anniversary date of this agreement each year.

The annual rental rate shall adjust annually in accordance with the Consumer Price Index, South Region.

- 3.2 **Manner and Place of Payment.** Rent to be paid to Landlord shall be paid in legal tender, without counterclaim, set off or deduction of any kind or nature whatsoever and without notice or demand. Tenant shall pay Rent to Landlord at the address specified herein or, to such other address as Landlord may designate by notice in writing at least fifteen (15) days prior to the Due Date. For any period of less than a full month, quarter or year for which Rent is payable, the applicable Rent shall be pro-rated.

- 3.3 **Due Date.** All Rent under this Lease shall be paid to Landlord in advance of the first (1st) day of July (the first day of each July being the "Due Date"). Rent payments not delivered within ten (10) days of the Due Date shall bear interest beginning on the Due Date at 10%, or as may be amended from time to time.

IV. CONDITION OF PREMISES, USE AND MAINTENANCE RESPONSIBILITIES

- 4.1 **Condition of Premises.** Except as otherwise expressly provided herein, Tenant acknowledges that the Premises is being delivered "as is", that Tenant has performed preliminary investigations and reviews and has concluded on its own judgment that the Premises are suitable for the purposes intended, without any representations or warranties of any kind (including, without limitation, any express or implied warranties of merchantability, fitness or habitability) from Landlord or any agent of Landlord.

pay any such connection fees. Landlord shall not be responsible for any interruptions or containment in utility services.

- 5.2 **Trash Disposal.** Tenant shall provide a sufficient number and size of solid waste disposal containers so as to accommodate the trash generated by its use of the Premises. Tenant is responsible for the removal of trash from the Premises and for all costs associated with such removal.

- 5.3 **Utilities or Docks.** If applicable, Tenant shall cause electric, water and sewer service to be properly connected to and made available at designated vessel service areas on the docks or wharfs that are appurtenant to the Premises. Upon the written consent of Landlord, Tenant may, at its sole cost and expense, install electric and/or water metering devices at designated vessel service areas.

- 5.4 **Taxes and Assessments.** Any and all taxes and other assessments which may be levied upon the Premises, or upon Tenant's interest in the Premises or any improvements, equipment or trade fixtures located thereon shall be paid by Tenant prior to when such taxes and other assessments become delinquent.

VI. LEASANT IMPROVEMENTS

- 6.1 **Condition Precedent to Construction and Renovation of Structures.** Before construction of any structure or the renovation of any existing structure on the Premises is commenced, and before any building materials have been delivered to the Premises by Tenant or under Tenant's authority, Tenant shall submit construction or design plans (the "Plans") for the proposed structure to Landlord for review and written approval. Tenant shall also submit the Plans for prior review and approval to any governmental agencies and/or contractors as Landlord may require. Any cost or expense associated with Landlord's review of the Plans shall be borne by Tenant. Landlord's approval of the Plans shall be in addition to the approval and the issuance of appropriate permits by the local planning department having jurisdiction, as required by applicable law.

- 6.2 **Construction and Renovation of Structures.** The construction of any structure or the renovation of any existing structure on the Premises shall be made by Tenant, at its sole cost and expense, in compliance with all applicable governmental laws, rules, ordinances and regulations and in conformity with the Plans approved by Landlord. Any work (including interior and structural) performed by Tenant or at Tenant's direction shall be done in a good and workmanlike manner and shall be diligently pursued by Tenant to completion. Tenant shall not at any time permit any work to be performed on the Premises except by contractors duly licensed by the State of North Carolina, each of whom must carry insurance as required herein, certificates of which shall be furnished to Landlord, upon request. Landlord, for its sole benefit, reserves the right to inspect the construction or renovation of any structure while in progress to assure conformity with the approved Plans.

Page 1 of 15

Page 4 of 15

ATTACHMENT B - CONTINUED

6.3 **Access/Right of Entry.** Tenant shall not permit any mechanic's, subcontractor's, contractor's, subcontractor's or other similar firm arising from any work of improvement performed by or on behalf of Tenant, however it may arise, to stand against the Premises. In the event the Premises are commenced by any such firm, Tenant may in good faith control the chain underlying such firm so long as Tenant immediately bonds or otherwise discharges the firm.

6.4 **Insurance/During Construction.** Tenant will procure and maintain, and will require each contractor entering into a contract for the construction of improvements or structures on the Premises to procure and maintain, a (a) (i) commercial general public liability and property damage insurance, as its own cost and expense, during the duration of such contractor's contract, in the amount of at least \$1,000,000 bodily injury and property damage liability combined single limit each occurrence/unusual aggregate (such insurance shall provide protection from claims for bodily injury, including death, property damage and contractual liability, products/completed operations, third party property damage and XCU explosion, collapse and underground property damage, where applicable, (ii) business automobile liability insurance on owned, leased and non-owned vehicles for limits not less than \$1,000,000 each occurrence, bodily injury and property damage liability; and (iii) statutory worker's compensation and employer's liability insurance during the term of its contract, covering its employees working thereunder. Employer's liability insurance shall be written with the following limits: (a) \$1,000,000 each accident-bodily injury by disease, (b) \$1,000,000 policy limit-bodily injury by accident and (c) \$1,000,000 each disease-bodily injury by disease; lower limits for employer's liability insurance are satisfactory as long as \$1,000,000 Uninsured Liability Policy is in effect. Each contract for the construction of improvements on the Premises shall also provide that each subcontractor of any contractor who is a party to such a contract shall be required to furnish worker's compensation insurance substantially similar to that required herein. All liability insurance policies required hereunder shall include Tenant and Landlord as additional insureds and all such policies, if issued by a private carrier, shall contain a provision prohibiting cancellation or termination with at least thirty (30) days' prior written notice to Tenant and Landlord (ten (10) days' notice shall apply to non-payment). A certificate evidencing such coverage shall be provided to Tenant and Landlord as, if such insurance is provided by a private carrier, a completed certificate of insurance, in form reasonably acceptable to Tenant and Landlord, shall be provided to Tenant and Landlord with respect to each contractor entering into a contract for the construction of improvements on the Premises.

VII. INSPECTION AND GUIDELINES

7.1 **Landlord's Right to Inspect.** Landlord may enter upon and inspect the Premises for purposes of insuring Tenant's compliance with this Lease and for the additional purpose of fulfilling its obligations. Landlord may at all reasonable times enter the Premises. Such entry by Landlord shall not constitute deprivation of any right of Tenant.

7.2 **Lease Guidelines.** Tenant agrees to abide by and conform to the approved regulations and standards approved by Landlord as part of the "Lease Guidelines" for the Pigeon Mountain Industrial Park, attached hereto and incorporated herein as Exhibit B, as may be amended by Landlord from time to time in its reasonable discretion. Enforcement of the terms of the Lease Guidelines is the sole prerogative of the Landlord, and no tenant shall acquire any such rights with respect to any other tenant or tenants by reason of the execution of this Lease.

VIII. LIABILITY, SUBROGATION AND INSURANCE

8.1 **Landlord Liability.** Landlord shall not be liable for any damages to property or injuries to persons whatsoever which may arise from or be incident to the exercise of the privileges, rights and interests herein granted, or for damages to the property of Tenant, or for damages to the property of injuries to the person of Tenant's officers, employees, agents, contractors, patrons, invitees or others on the Premises or in the Park.

8.2 **Indemnification of Landlord.** Tenant agrees to release, discharge, indemnify and hold harmless Landlord, its successors and assigns, its officers, board members, from and against all loss, costs, expense, liability, claims and actions, whatsoever, in connection with injury to or death of any person or persons, or loss of or damage to property caused by or in any way connected with or arising out of the lease and use of the Premises by Tenant, and Tenant's assigns, representatives, employees, agents, persons or invitees. The obligations in this Section 8.2 shall survive the expiration or earlier termination of this Lease.

8.3 **Insurance.** During the Term, Tenant shall maintain or cause to be maintained in full force and effect and at its own expense the following forms of insurance:

8.3.1 **Comprehensive Insurance.** At all times during the Term, Tenant shall keep any improvements on the Premises insured against loss or damage by fire and all other causes of loss, including the perils of windstorm and hurricane, in an amount for the full replacement cost thereof (or the maximum replacement percentage available under prevailing insurance industry standards) with building ordinance or law endorsement, which amount Tenant will review as to the sufficiency at least annually and, if insufficient, will increase. Tenant will insure any boilers or other pressurized vessels on the Premises against rupture or explosion. Tenant will insure all improvements (including improvements in course of construction) against direct physical loss from flood and earth movement in amounts as are reasonably adequate to protect the interests of Tenant and Landlord, but not in any event to be less than fifty percent (50%) of the total estimated replacement cost of all insured improvements. Unless otherwise approved in writing by Landlord, in case of loss or damage to improvements on the Premises, all proceeds of any applicable insurance shall be used with all reasonable speed by Tenant for the reconstruction, repair or replacement of improvements in a good and workmanlike manner in substantial conformance with the plans submitted to Landlord, and conforming to laws and regulations then in effect as shall be first approved in writing by Landlord.

Page 5 of 18

Page 6 of 18

Tenant will, at its own expense, effect and maintain such other property insurance with respect to the Premises as Landlord may from time to time reasonably require with due regard to prevailing prudent business practices as adequate for Landlord's and Tenant's protection based on comparable facilities.

8.3.2 **Commercial Liability and Other Insurance.** Tenant shall maintain commercial general liability and/or umbrella liability policies, which provide coverage for the Premises. Said insurance shall include coverage for bodily injury and property damage liability; Premises operations; board form property damage; personal and advertising injury liability; blanket contractual liability; independent contractor's liability; and fire legal liability. To the extent that Tenant or its independent contractor(s) engage in any construction, demolition or excavation operations, all policies covering these operations shall be endorsed to provide coverage for explosion, collapse and underground hazards. The policy or policies of insurance shall provide coverage on an "occurrence" basis (not on a "claims made" basis) and shall provide limits of no less than the following amounts:

General Liability-Single Limits Per Occurrence	\$1,000,000
Single Limits Aggregate	\$2,000,000
Prod./Comp./Op	\$2,000,000
Personal and Adv. Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (one fire)	\$300,000
Automobile Liability (each accident)	\$1,000,000
Uninsured/Underinsured Motorist	\$100,000
Medical Payment	\$1,000
Conth. Single Limit	\$1,000,000
Workers Compensation	as required by law

Landlord may from time to time reasonably require, with due regard to prevailing prudent business practices, that these limits be increased in accord with limits customarily maintained by commercial operators of a similar nature and of comparable size in the general geographic region of the Premises, or that additional liability coverage be provided, as may be reasonably adequate for Landlord and Tenant's protection. Tenant shall not cause or permit, through any act or omission, any policy required by this Section to become void or lapse unless replaced by similar coverage.

8.3.3 **Comprehensive Pollution Liability Coverage.** If required by Landlord, Tenant shall maintain Comprehensive Pollution Liability Coverage with the maximum available limits. This coverage shall be effective upon the date required by Landlord or the receipt of hazardous waste, whichever occurs first.

8.4 **Insurance Requirements.** All policies shall be issued by insurance companies acceptable to Landlord. All such policies maintained by Tenant shall be purchased only from insurers who are licensed to do business in the State of North Carolina. All insurance policies shall contain an endorsement specifically naming Landlord as an additional insured, and shall be primary to any other insurance that may be available to

Landlord. All insurance policies shall contain an endorsement stating that the insurer will not cancel or reduce coverage without first giving Landlord thirty (30) days prior written notice. Tenant will provide Landlord with current certificates of such insurance, including a copy of all additional insured endorsements, within thirty (30) days after the execution of this Lease, and will provide true and complete copies of such insurance policies upon Landlord's request. Notwithstanding the rights of any insurer, nothing herein shall affect the authority of the Attorney General of North Carolina, including but not limited to, the Attorney General's authority to represent the Landlord in any and all litigation.

IX. CASUALTY

9.1 **Damage by Fire or Other Casualty.** If any structure and/or improvement on the Premises, or a substantial part thereof, shall be damaged by fire, wind or other casualty, Tenant shall promptly repair or rebuild such structure and/or improvement to substantially the same condition as existed immediately prior to such damage or destruction, and all insurance proceeds payable as a result of such damage or destruction shall be made available to Tenant and shall be applied to the cost of such repair. In such event, Tenant, at its sole cost and expense, shall cause the repairs and renovations to be made in a good and workmanlike manner, without unreasonable delay, and in compliance with all applicable governmental laws and regulations and the Plans approved by Landlord in accordance with Section 6 hereof. If the damage or destruction shall render any structure on the Premises untenable, the rent required to be paid under this Lease shall not abate during the period of untenability.

X. HAZARDOUS MATERIALS

10.1 **Hazardous Materials.** For purposes of this Lease, (i) "Hazardous Material" or "Hazardous Materials" means and includes, without limitation, (a) solid or hazardous waste, as defined in the Resource Conservation and Recovery Act of 1980, or in any applicable state or local law or regulation, (b) hazardous substances, as defined in the Comprehensive Environmental Response Compensation and Liability Act of 1980 ("CERCLA"), or in any applicable state or local law or regulation, (c) gasoline, or any other petroleum product or by-product, (d) toxic substances, or pesticides, as defined in the Federal Insecticide, Fungicide, and Rodenticide Act of 1975, or in any applicable state or local law or regulation, as each such Act, statute, or regulation may be amended from time to time; (ii) "Release" shall have the meaning given such term, in Environmental Laws, including, without limitation, CERCLA; and (iii) "Environmental Law" or "Environmental Laws" shall mean "Super Fund" or "Super Lien" law or any other federal, state, or local statute, law, ordinance, or code, regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Materials as may now or at any time hereafter be legally in effect, including, without limitation, the following, as same may be amended or replaced from time to time, and all regulations promulgated and officially adopted thereunder or in connection therewith: Super Fund

Page 7 of 18

Page 8 of 18

ATTACHMENT B - CONTINUED

Amendments and Reclamation Act of 1980 ("SARA"), the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), the Clean Air Act ("CAA"), the Clean Water Act ("CWA"), the Toxic Substances Control Act ("TSCA"), the Solid Waste Disposal Act ("SWDA"), as amended by the Resource Conservation and Recovery Act ("RCRA"), the Hazardous Waste Management System, and the Occupational Safety and Health Act of 1970 ("OSHA"). All obligations and liabilities arising under this Section 10 which arise out of events or actions occurring prior to the expiration or termination of this Lease shall survive the assignment of this Lease and the expiration, termination, cancellation or release of record of this Lease. The term "liabilities" as used in this Section is hereby defined as any and all liabilities, expenses, demands, damages, positive or exemplary damages, consequential damages, costs, cleanup costs, response costs, losses, causes of action, claims for relief, attorneys' and other legal fees, other professional fees, penalties, fines, assessments and charges.

10.2 Compliance. Tenant shall comply with all Environmental Laws applicable to the Premises and the Park. Tenant shall not use, generate, manufacture, store, permit or dispose of any Hazardous Materials on, under or about the Premises or Park nor transport any Hazardous Materials thereon. Tenant shall immediately notify Landlord of any and all enforcement, clean-up, remediation, removal or other governmental or regulatory actions initiated, completed or threatened pursuant to any applicable laws relating to any Hazardous Materials; and all claims, made or threatened by any person (including a governmental authority) against the Premises, Tenant or Landlord relating to any damage, injury, costs, remedial action or cost recovery compensation arising out of or due to the existence of any Hazardous Materials on or about the Premises and Park. Tenant shall be responsible for water, effluent and waste management in accordance with all Federal, State or local laws, rules, regulations and ordinances.

10.3 Indemnification. Tenant shall defend, indemnify and hold Landlord harmless from and against all actions, causes of action, claims, lawsuits, administrative proceedings, hearings, judgments, awards, fines, penalties, costs (including legal, engineers, experts in testimony and consulting fees), damages, remediation activities and clean-up costs, liens, and all other liabilities incurred by Landlord, whenever incurred, arising out of any Tenant's act or failure to act resulting in (i) the existence or presence (or the alleged existence or presence) on or about the Premises or Park of any Hazardous Materials or in the discharge of any Hazardous Materials into the environment; (ii) any personal injury or property damage resulting from any Hazardous Materials on or about the Premises or the Park; (iii) the violation of any Federal, state or municipal environmental protection or regulatory law; or (iv) the commencement or prosecution of any judicial or administrative proceeding under any Environmental Laws or common law cause of action in which Landlord is named a party or in which it may intervene.

10.4 Landlord's Right of Inspection. Landlord, at any time during the Term, shall have the right, upon reasonable notice to Tenant, to enter the Premises for the purpose of inspecting same to determine if Hazardous Materials shall have been introduced into or under the Premises by Tenant. Any such entry shall be accomplished in such manner as to minimize any interference with the operations of Tenant and at such times as shall be

mutually convenient to Landlord and Tenant. If said inspection shall reveal that Tenant shall have so introduced or permitted the introduction of such Hazardous Materials, Landlord may require Tenant to take all steps necessary as required by the applicable regulatory authorities to remediate said condition and to secure from said authorities evidence of said remediation to the satisfaction of said authorities. In addition, Landlord may immediately or at any time thereafter without notice perform such obligations of Tenant without thereby waiving such default. The obligations of Tenant hereunder shall survive the expiration of the Term or the earlier date of termination of this Lease.

10.5 Landlord Not Liable for Hazardous Materials. Landlord shall not be responsible for any damage, loss or expense resulting from the existence of any Hazardous Materials generated, stored, disposed of or transported to or over the Premises. Landlord makes no representations regarding any environmental hazard on the Premises. The Premises are leased on an "as-is" basis.

XI. DEFAULT AND REMEDIES

11.1 Events of Default. The occurrence of any of the following shall constitute a material default and breach of this Lease by Tenant (an "Event of Default"):

11.1.1 Vacation / Abandonment. Tenant vacates or occupies, abandons or vacates the Premises for the purposes of this Lease before the expiration of the Term. Such breach must be cured within thirty (30) days of notification to Tenant.

11.1.2 Failure to Pay. If Tenant fails to pay Rent or any other monetary payment as and when due where such failure constitutes for thirty (30) days after delivery of written notice thereof by Landlord to Tenant.

11.1.3 Breach. The assignment, subleasing or other transfer or any attempted assignment, subleasing or other transfer of this Lease or the Premises without the prior written permission of Landlord or in violation of the terms hereof.

11.1.4 Violation of Environmental Laws. Any violation of applicable Environmental Laws or regulations that are not satisfactorily cured as provided herein.

11.1.5 Supervision of Employees. If Tenant fails to supervise or manage its employees, agents, contractors and invitees to ensure compliance with the terms and conditions of this Lease and all laws, rules and regulations governing or applicable to the Premises and the Park.

11.1.6 Failure to Perform. If Tenant fails to perform any of Tenant's nonmonetary obligations under this Lease, which failure remains uncured beyond any applicable cure period as provided herein.

Page 9 of 14

Page 10 of 18

11.1.7 Other Defaults. If Tenant fails to comply with any provision contained in this Lease or any of the rules promulgated by or against it in any legal proceeding to declare it bankrupt, insolvent or unable to pay its debts, or shall make a general assignment for the benefit of its creditors.

11.1.8 Unlawful or Fraudulent Actions. If, in its sole discretion, Landlord determines with regard to this Lease or to Tenant use and occupancy of the Premises, that Tenant knowingly has acted in an unlawful or fraudulent manner, or acted in a manner that would bring Landlord into disrepute; or acted in a manner that is in violation of public policy, or in a manner detrimental to the legitimate interests of Landlord; or has refused Landlord's reasonable request for information or additional assurances either with respect to Landlord's reasonable belief that any of the foregoing defaults may have occurred, or which may otherwise be required by law. Such breach must be cured as soon as practicable, and in every case, within thirty (30) days.

11.2 Remedies. In the event that any such Event of Default shall occur, Landlord, without declaring a termination of this Lease (which right is, however, unconditionally and absolutely reserved), may at its election pursue any one or more of the following remedies in addition to any other remedies available to Landlord at law, in equity, or pursuant to the terms of this Lease:

11.2.1 Enforce Lease. Maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant has abandoned the Premises. Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the Rent as it becomes due. During the period Tenant is in default, Landlord may enter the Premises and relet them, or any part of them, to third parties for Tenant's account. Tenant shall be liable immediately to Landlord for all costs Landlord incurs in reletting the Premises, including brokers' commissions, expenses of remodeling the Premises required by the reletting, and like costs. Reletting can be for a period shorter or longer than the remaining term of this Lease. Tenant shall pay to Landlord the Rent due under this Lease on the dates the Rent is due, less the Rent Landlord receives from reletting. No act by Landlord allowed under this subparagraph will terminate this Lease unless Landlord notifies Tenant in writing that Landlord elects to terminate this Lease. After Tenant's default and for so long as Landlord does not terminate Tenant's right to possession of the Premises, if Tenant obtains Landlord's written consent, Tenant will have the right to assign or sublet its interest in this Lease, but Tenant will not be released from liability. If Landlord elects to relet the Premises as provided in this subparagraph, then that Landlord receives from reletting will be applied to the payment of: (i) first, any indebtedness from Tenant to Landlord other than Rent due from Tenant; (ii) second, all costs, including costs for maintenance, incurred by Landlord in reletting; and (iii) third, Rent due and unpaid under the Lease. After deducting the payments referred to in this subparagraph, any sum remaining from the Rent Landlord receives from reletting will be held by Landlord and applied in payment of future Rent as Rent becomes due under this Lease. If, on the date Rent is due under this Lease, the Rent received from the reletting is less than the Rent due on that date, Tenant will pay to Landlord, in addition to the remaining Rent due, all costs, including for maintenance,

Landlord incurred in reletting which remain after applying the Rent received from the reletting; and/or

11.2.2 Termination. Terminate Tenant's right to possession of the Premises at any time by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord. In such event, Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default, including without limitation (i) any unpaid Rent and other charges which Landlord had earned at the time of the termination; and (ii) any other amount, including attorneys' fees and court costs necessary to compensate Landlord for all the detriment financially caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including, but not limited to, any costs or expenses Landlord incurs in maintaining or preserving the Premises after such default, the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation or alteration of the Premises and any real estate commissions paid or payable; and Landlord's reasonable attorneys' fees incurred in connection therewith; or

11.2.3 Cure Default. Landlord with or without terminating this Lease may immediately or at any other time thereafter re-enter the Premises and cure any Event of Default and/or correct or repair any conditions which shall constitute a failure on Tenant's part or perform any obligation to be performed by it under this Lease, and Tenant shall pay Landlord on demand any and all costs or expenses paid or incurred by the Landlord in making any such cure, correction or repair.

11.3 Right of Landlord to Reletting. In the event of any termination of this Lease by Landlord or the enforcement of any other remedy by Landlord under this Lease, Landlord shall have the immediate right to enter upon and repossess the Premises, and any personal property of Tenant may be removed from the Premises and stored in any public warehouse at the risk and expense of Tenant. Tenant hereby waives all claims arising from Landlord's re-entering and taking possession of the Premises and removing and storing the property of Tenant as permitted under this Lease and will save and hold Landlord harmless from all losses, costs or charges experienced by Landlord thereby. No such remedy shall be considered or construed to be a forcible entry by Landlord. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being dispossessed for any cause, or in the event of Landlord obtaining possession of the Premises, by reason of the violation by Tenant of any of the terms, covenants or conditions of this Lease, or otherwise.

11.4 Waiver. No course of dealing between Landlord and Tenant or any delay on the part of Landlord in exercising any rights it may have under this Lease shall operate as a waiver of any of the rights of Landlord hereunder, nor shall any waiver of a prior Event of Default operate as a waiver of any subsequent default or defaults, and no express waiver shall affect any condition, covenant, rule or regulation other than the one specified in such waiver and that one only for the time and in the manner specifically stated.

Page 11 of 18

Page 12 of 18

ATTACHMENT B - CONTINUED

11.5 **Legal Costs.** Tenant shall reimburse Landlord, upon demand, for any reasonable costs or expenses incurred by Landlord in connection with any breach by Tenant or the occurrence of any Event of Default under this Lease, whether or not said is commenced or judgment entered. Such costs shall include reasonable legal fees and costs incurred for the registration of a judgment, enforcement of rights or otherwise.

(including reasonable attorney's fees and costs, incurred by Landlord in connection with any holdover by Tenant, including any claims, losses or damages relating to any prospective tenant of the Premises)

XV. ADDITIONAL PROVISIONS**XII. RIGHTS AND OBLIGATIONS UPON TERMINATION**

12.1 **Surrender of Premises.** At the expiration of the Term or the earlier termination of this Lease, or upon any entry by Landlord pursuant to Section 11 hereof subject to any right of a Leasehold Mortgagee hereunder to a new lease), Tenant shall promptly quit and peacefully surrender possession of the Premises to Landlord in good order, condition and repair and free and clear of all liens and encumbrances (other than those permitted hereby or otherwise created or consented to by Landlord); provided, however, that Tenant shall have no right to surrender the Premises (except a surrender upon the expiration of the Term or upon termination by Landlord pursuant to and subject to the provisions of this Lease) and Landlord will not accept any attempted surrender unless the prior written consent of any Leasehold Mortgagee shall have been obtained. If requested to do so, Tenant shall also execute, acknowledge and deliver to Landlord such instruments as may be necessary or desirable to effectuate the termination of this Lease, the transfer of the Premises and any structures or leasehold improvements situated thereon to Landlord, or to perfect Landlord's right, title and interest in and to the Premises.

15.1 **Assignment, Sublease, Binding Effect.** This Lease may not be assigned or the Premises subleased by Tenant in whole or in part without the express written approval of Landlord. Tenant shall give Landlord written notice of any proposed assignment or sublease, together with the identity of the assignee or sublessee and other pertinent information requested by Landlord no less than one hundred twenty (120) days (unless a shorter notice period is warranted to by Landlord) prior to the intended effective date of any proposed assignment or transfer. Subject to the foregoing, this Lease shall be binding upon and enforceable against, and shall inure to the benefit of, Landlord and Tenant and their respective legal representatives, successors and permitted assigns.

12.2 **Removal of Improvements.** Upon the expiration of the Term or the earlier termination of this Lease, Landlord may (but shall not be obligated to), upon written notice, require Tenant to remove, at the sole cost and expense of Tenant, and not later than ninety (90) days after the expiration or earlier termination of this Lease, all structures, buildings, improvements, trade fixtures, equipment and personal property of any kind whatsoever placed or maintained on the Premises by Tenant and others; and restore the Premises to a condition reasonably approximating that existing at the time of first occupation thereof by Tenant or others, ordinary wear and tear excepted. Should Tenant fail to so remove said structures, buildings, improvements, trade fixtures, equipment and personal property and restore the Premises, Landlord may, at its sole cost and expense, remove and restore the Premises, and in such event, Tenant shall reimburse Landlord for any cost or expense thereof.

15.3 **Authority.** Each person executing this Lease on behalf of Tenant does hereby represent and warrant that, if applicable: (a) Tenant is duly organized and in good standing in the State of its organization and, if different, qualified to do business and in good standing in the State of North Carolina; (b) Tenant has full lawful right and authority to enter into this Lease and to perform all of its obligations hereunder; and (c) each person signing this Lease on behalf of Tenant is duly and validly authorized to do so.

15.4 **Relationship Between Parties.** Nothing in this Lease shall be construed to render the Landlord in any way or for any purpose a partner, joint venturer, or associate in any relationship with Tenant other than that of Landlord and Tenant, nor shall this Lease be construed to constitute either to act as agent for the other.

15.6 **Entire Agreement.** This instrument contains the entire agreement between the Parties, and no statement, promise, inducement, representation or other agreement which is not contained in this written Lease shall be valid or binding.

15.7 **Amendment.** No amendment, modification, alteration or revision of this Lease shall be valid and binding unless made in writing and signed by Tenant and Landlord.

15.8 **Construction of Language.** The terms "here," "lease agreement" or "agreement" shall be inclusive of each other, and also shall include renewals, extensions, or modifications of this Lease. Words of any gender used in this Lease shall be held to include any other gender, and words of the singular shall be held to include the plural and the plural to include the singular when the sense requires. The section or paragraph headings and the titles are not a part of this Lease and shall have no effect upon the construction and interpretation of any part hereof.

XIV. HOLDOVER

14.1 **Holdover.** In the event Tenant remains in possession of the Premises after the expiration of the Initial Term or any Renewal Term and without the exercise of any available Renewal Term or the execution of a new lease, Tenant shall occupy the Premises as a tenant at sufferance subject to all of the conditions of this Lease insofar as consistent with such tenancy. However, either Party shall give not less than thirty (30) days written notice to terminate the tenancy. In addition, Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, losses, damages, costs and expenses

Page 12 of 18

Page 11 of 18

13.8 **Terms.** Capitalized terms used in this Lease shall have the meanings ascribed to them in the parts where first defined, irrespective of where their use occurs, with the same effect as if the definitions of such terms were set forth in full and at length every time such terms are used.

15.16 **Notice.** All notices, requests or other communications herein provided to be given, or which may be given, by either Party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid or personally delivered and addressed as follows:

13.9 **Effect of Waiver or Forbearance.** No covenant or condition of this Lease can be waived except by written consent of the Parties. A waiver of any covenant or condition on one occasion shall not be deemed a waiver of said covenant or condition on any subsequent occasion unless such fact is specifically stated in the waiver. Forbearance or indulgence by Landlord in any regard whatsoever shall not constitute a waiver of any covenant or condition to be performed by Tenant, and until Tenant has completely performed all covenants and conditions of this Lease, Landlord shall be entitled to invoke any remedy available to Landlord under this Lease or any law or equity despite such forbearance or indulgence.

To Landlord: Perquimans County
Attn: County Manager
P.O. 45
128 N. Church St.
Hertford, North Carolina 27944

The address to which notices shall be mailed or personally delivered as aforesaid to either Party may be changed by written notice.

13.10 **Survival.** All obligations arising prior to expiration of the Term shall survive the expiration or other termination of this Lease.

[Signatures begin on following page]

13.11 **Landlord's Remedies Cumulative.** The rights and remedies of Landlord specified in this Lease shall be cumulative and in addition to any other rights and/or remedies otherwise available, whether or not specified in this Lease.

13.12 **Severability.** In case any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Lease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

13.13 **Construction.** No provision of this Lease shall be construed against or interpreted to the disadvantage of any Party by any court or other governmental or judicial authority by reason of such Party's having or being deemed to have prepared or imposed such provision.

13.14 **Consignments.** This Lease may be executed in two or more counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

13.15 **Memorandum of Lease for Recording.** At the request of either Party, Landlord and Tenant shall execute a memorandum of this Lease for recording in the public records at the requesting Party's sole cost and expense. The memorandum of Lease shall set forth the Parties, provide a description of the Premises, specify the Term and incorporate this Lease by reference.

Page 13 of 18

Page 16 of 18

ATTACHMENT B - CONTINUED

IN WITNESS WHEREOF, this Lease has been executed under seal by the Parties, in duplicate originals, as of the date set forth in the notary acknowledgments below.

TENANT:

Mitek Inc.
16023 Swingley Ridge Rd.
Chesapeake MD 20717

By: _____
Print Name: _____
Title: _____

LANDLORD:

Perquimans County - Perquimans Marine Industrial Park

By: _____
Walton Keith, Chair

STATE OF NORTH CAROLINA

PERQUIMANS COUNTY

STATE OF NORTH CAROLINA

PERQUIMANS COUNTY

I, _____, a Notary Public in and for the County and State
aforesaid, do hereby certify that _____ personally came before me
this day and acknowledged that he is _____ (title) of Mitek, Inc., and that he
as _____ (title) being authorized to do so, executed the foregoing instrument on
behalf of the corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and Notary Seal, this the _____ day of
_____, 2025.

My Commission Expires: _____

Notary Public
Print Name: _____

I, Rebecca Toy Corbett, a Notary Public in and for the County and State
aforesaid, do hereby certify that Walton Keith personally came before me
this day and acknowledged that he is Chair of Board (title) of Perquimans County, and that
he as Chair of Board (title) being authorized to do so, executed the foregoing instrument on
behalf of the organization.

IN WITNESS WHEREOF, I have hereunto set my hand and Notary Seal, this the 7th day of
April, 2025.

My Commission Expires: February 07, 2025

Rebecca Toy Corbett
Notary Public
Print Name: Rebecca Toy Corbett



Page 12 of 18

ATTACHMENT C

**COUNTY OF PERQUIMANS
OFFER TO PURCHASE AND CONTRACT
MITEK, INC.**

25 ACRES +/-, COMMERCE CENTER, HEATFORD, NORTH CAROLINA

Perquimans County, a body politic and corporate of the State of North Carolina, as Seller,
hereby offers to sell and convey and MITEK, Inc., a corporation of the State of Missouri, licensed
to do business in North Carolina, as Buyer, upon acceptance of said offer, agrees to purchase,
all of that plot, piece or parcel of land described below, together with all improvements located
thereon and such fixtures and personal property as are listed below (collectively referred to as
the "Property"), up on the following terms and conditions:

1. **REAL PROPERTY:** Located in Bethel Township, the Town of Heatford, County of Perquimans,
State of North Carolina, being identified as 25 acres, more or less, directly southwest of the
Perquimans Marine Industrial Park Basin, as recorded in Plot Cabinet _____ Slide
_____, Perquimans County Registry. Said 25 acres +/- will be surveyed by Perquimans
County prior to conveyance.

2. **PURCHASE PRICE:** The purchase price is Six Hundred Twenty-Five Thousand Dollars
(\$625,000.00) and shall be paid as follows:

(a) Five Thousand Dollars (\$5,000.00) of the purchase price as an EARNEST MONEY DEPOSIT
with this offer by bank check made payable to Perquimans County and delivered to Frank
Heath, County Manager, as Escrow Agent, to be held by "Escrow Agent", until the sale is closed
as contemplated by this Agreement, at which time it will be credited to Buyer and applied to
the purchase price, or until this contract is otherwise terminated. In the event: (1) this offer is
not accepted by Seller; or (2) any of the conditions hereto are not fulfilled, then all earnest
monies shall be returned to Buyer, in the event of breach of this contract by Seller, upon
Buyer's request, all earnest monies shall be returned to Buyer, but such return shall not affect
any other remedies available to Buyer for such breach. In the event this offer is accepted by
Seller, and Buyer and Seller do not consummate the sale contemplated hereby and Buyer
breaches this contract, then all earnest monies shall become non-refundable and shall be
forfeited upon Seller's request to Seller, but receipt of such forfeited earnest monies shall not
affect any other remedies available to Seller for such breach.

(b) Six Hundred Twenty Thousand Dollars (\$620,000.00), by bank check at Closing.

3. **EXPENSES:** Unless otherwise agreed, Buyer shall be responsible for all costs with respect to
any loan obtained by Buyer, appraisal, title search, title insurance, recording the deed and for
preparation and recording of all instruments required to secure the balance of the purchase
price unpaid at Closing. Seller shall pay for the preparation of a deed, survey and all other
documents necessary to perform Seller's obligations under this agreement and for estate tax
(previous stamps) required by law.

4. **CLOSING:** Closing shall be defined as the date and time of recording of the deed. All parties
agree to execute any and all documents and papers necessary in connection with Closing and
transfer of title within three (3) months of the date of this Offer to Purchase at a place
designated by Seller. An additional 3-month period may be granted, upon consent by both
parties, to allow for additional due diligence by the Buyer. Absent agreement to the contrary in
this contract or any subsequent modifications thereto, the following terms shall apply: if either
party is unable to close within three (3) months of the date of this Offer to Purchase, then
provided that the party is acting in good faith and with reasonable diligence to proceed to
closing, such party shall be entitled to reasonable delay at the Closing Date and shall give as
much notice as possible to the non-delaying party and closing agent. In such event, however,
either party for whom the Closing Date is delayed shall have a maximum of ten (10) days from
the Closing Date, or any extension of the closing date agreed-upon in writing.

5. **ASSIGNMENTS:** This contract may not be assigned without the written consent of all parties,
but if assigned by agreement, then this contract shall be binding on the assignee and his heirs
and successors.

6. **DELIVERY OF TITLE:** Title must be delivered at Closing by GENERAL WARRANTY DEED unless
otherwise stated herein, and must be free simple marketable title, free of all encumbrances
except: ad valorem taxes for the current year (prorated through the date of Closing); utility
easements and unviolated restrictive covenants that do not materially affect the value of the
Property; and such other encumbrances as may be assumed or specifically approved by Buyer.
The Property must have legal access to a public right of way.

7. **PRORATIONS AND ADJUSTMENTS:** Unless otherwise provided, the following items shall be
prorated and either adjusted between the parties or paid at Closing: (a) Ad valorem taxes on
real property shall be prorated on a calendar year basis through the date of Closing; (b) Ad
valorem taxes on personal property for the entire year shall be paid by the Seller unless the
personal property is conveyed to the Buyer, in which case, the personal property taxes shall be
prorated on a calendar year basis through the date of Closing; (c) All late falling penalties, if any,
shall be paid by Seller.

8. **LABOR AND MATERIAL:** Seller shall furnish at Closing an affidavit and indemnification
agreement in form satisfactory to Buyer showing that all labor and materials, if any, furnished
to the Property within 120 days prior to the date of Closing have been paid for and agreeing to
indemnify Buyer against all loss from any cause or claim arising therefrom.

9. **PROPERTY INSPECTION:** Unless otherwise stated herein, or as otherwise provided on an
inspection addendum attached hereto, Buyer shall have the option of inspecting or, obtaining
at Buyer's expense, inspections to determine the condition of the Property.

10. **REPAIRS:** Pursuant to any inspections in accordance with Paragraph 9 above, if any repairs
are necessary, Seller shall have the option of completing them or refusing to complete them. If
Seller agrees not to complete the repairs, then Buyer shall have the option of accepting the

ATTACHMENT C - CONTINUED

Property on its present condition as represented by a contract, in which case AS EXEMPT has not shall be referred

11. **REASONABLE AFFIRM:** Buyer will provide reasonable access to the Property including, marking, setting, showing through the walls of Closing or possession by Buyer, to Buyer or Buyer's representatives for the purposes of appraisal, inspection, and/or evaluation. Buyer may conduct a walk-through inspection of the Property prior to Closing.

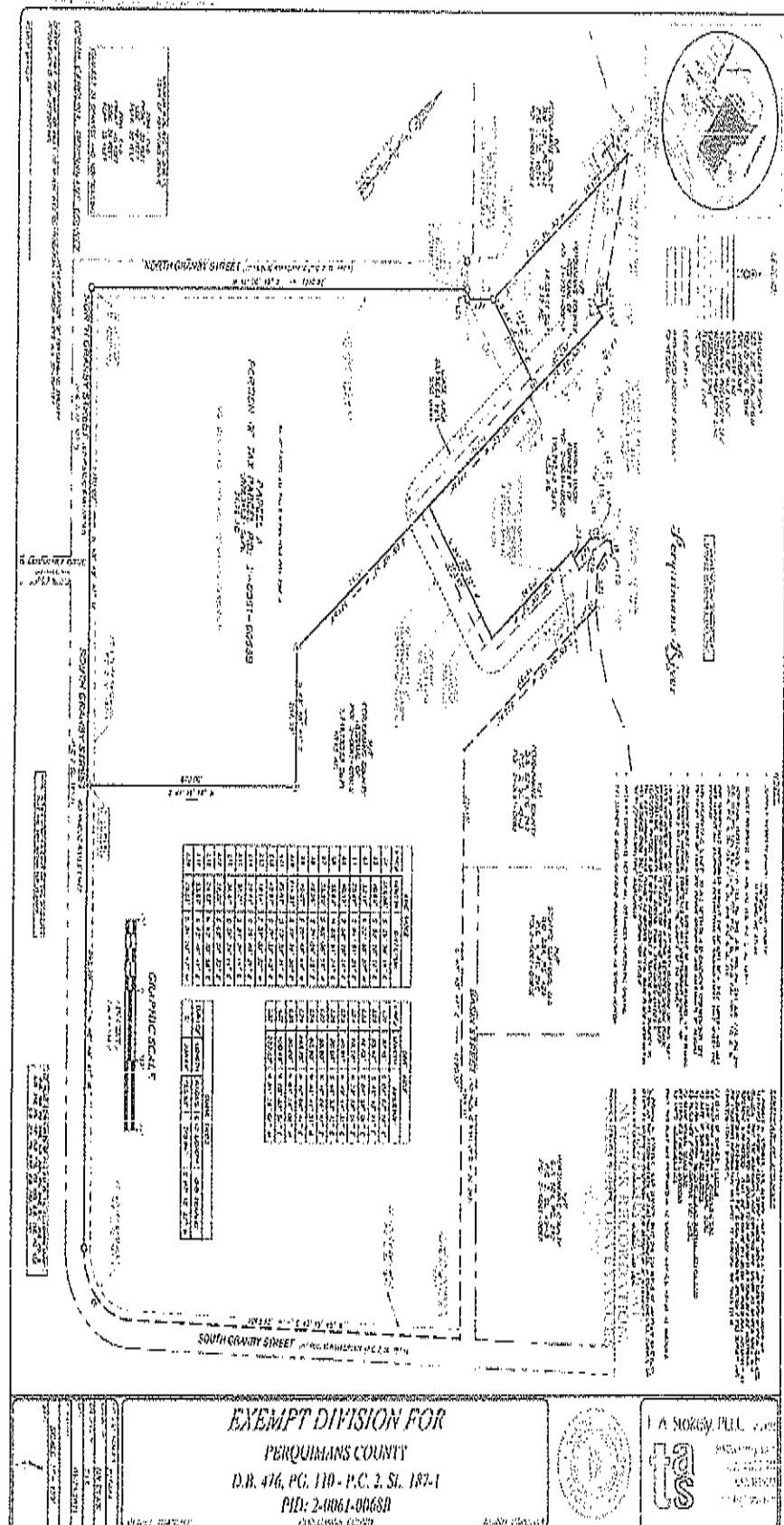
12. **AS EXEMPT:** Buyer shall provide reasonable access, possession shall be delivered at Closing.

13. **ENTIRE AGREEMENT:** This contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. By signing this agreement, each party acknowledges that it has not entered into any contract, express or implied, with a realtor or agent or broker as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them.

Date: _____ Date: 4/7/2025

Buyer: _____ (SEAL)

Seller:  _____ (SEAL)



THIS AGREEMENT (hereinafter referred to as "the Agreement" or "this Agreement") is entered into effective as of _____ by and between Mitek, Inc., hereinafter "Mitek") and Perquimans County, North Carolina, (hereinafter, the "County").

RECITALS

WHEREAS, the County is vitally interested in the economic welfare of its citizens and the creation and maintenance of sustainable jobs for its citizens in strategically important industries and therefore wishes to provide the necessary conditions to stimulate investment in the local economy and promote business, resulting in the creation of a substantial number of jobs at competitive wages, and to encourage economic growth and development opportunities which the County has determined will be made possible pursuant to the Project (as defined below); and,

WHEREAS, Mitek has proposed establishing a truck component manufacturing facility at the Perquimans County Commerce Center and Perquimans Marine Industrial Park Basin. It is anticipated that such a facility and any other buildings will be owned by Mitek and that the facility itself will be operated by Mitek. It is further anticipated that any equipment, fixtures, furnishings and similar items located in or on the facility used by Mitek in the operation of the facility will be owned by Mitek. The building or buildings constructed on the facility are referred to herein as the "Facility". The Facility is referred to herein as the "Project". Mitek expects that the Project will include taxable buildings and improvements having a minimum initial aggregate taxable value of at least Thirty Million (\$0,000,000) and expects to create at least 80 New Jobs as a result of the Project;

WHEREAS, the County recognizes that the Project will bring direct and indirect benefits to the County, including, but not limited to, job creation, increase in ad valorem tax base, economic diversification and stimulus and has offered economic development incentives

(the "Local Incentives") to induce Mitek to create jobs within the County and locate the Project at the Site, and such Local Incentives do in fact induce Mitek to create jobs within the County and to locate the Project at the Site in that Mitek would not create jobs within the County and locate the Project in the County if the Local Incentives were not being offered and;

WHEREAS, the County hereby acknowledges that the terms of this Agreement, including specifically the Local Incentives and other assistance described in this Agreement, constitute a dispositive commitment to Mitek to create jobs within the County and to locate the Project at the Site. Similarly, Mitek acknowledges that its decision to locate the Project at the Site resulted from the County's offer of Local Incentives and other assistance described in this Agreement; and;

WHEREAS, the County is authorized pursuant to N.C.G.S. 15B-7.1 to acquire and assemble land for industrial development purposes, and make appropriations and expenditures and convey interest in real property by private negotiation, and upon a public hearing, make a determination of proper consideration for such conveyance based on such factors as prospective tax revenues from improvements, increase of higher paying jobs, and other stimuli of the local economy. Such considerations shall be limited each fiscal year to a total of one-half of one percent of the County's assessed property tax valuation for each year;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein this County, Mitek agrees as follows:

ARTICLE I

LOCAL ECONOMIC DEVELOPMENT INCENTIVES RELATED TO

LOCATION OF FACILITY, LAND, DEVELOPMENT AND INFRASTRUCTURE

Mitek agrees to locate the Facility on a tract of land to be purchased by Mitek from the County for a purchase price equal to \$25,000 per acre when at this time is estimated to be \$575,000.00. The tract of land consists of approximately twenty-five (25.0) acres

located on North Granby Street in the Perquimans County Commerce Center, Perquimans Marine Industrial Park, Hertford, North Carolina (such property being referred to as the "Site"). After a full and final survey of the Site is completed, the purchase price may be adjusted depending on the number of acres contained in the Site as shown on the completed survey. The Site is denoted as the "Parcel A" on the map attached hereto as Exhibit A. Within 60 days after the effective date of this Agreement, or as soon thereafter as is practicable, the County will convey fee simple title to the Site to Mitek for and in consideration of the payment on the conveyance date of Six Hundred Twenty Five Thousand (\$625,000.00) (which the County has verified and determined is the fair market value of the Site and which is hereinafter referred to as the "Purchase Price"). Other than payment of the purchase price by Mitek to the County, no further consideration shall be conveyed other than the consideration set forth in Article II herein. The date on which such conveyance occurs is referred to herein as the "Conveyance Date". Mitek shall pursue all actions, after the Conveyance Date, necessary to ensure that the Site is appropriately zoned for the Facility and that all appropriate County permits and approvals are received in a timely manner. The Local Incentives related to the Site are set forth in Article II herein. Mitek acknowledges that the subject property is subject to certain restrictions and covenants as more particularly stipulated in recorded regulations and covenants recorded in the Perquimans County Registry;

equipment on the Site. Once the County has received the assessed and appraised value of the building(s), facilities and improvements on the site not including the value of the land and taxable business equipment on the Site, the County will reimburse Mitek based on the following table and based on the appraisal and assessed value for the building(s), facilities and improvements on the Site which value shall be exclusive of the land value and any taxable business equipment that may be located at the Site at the time of valuation or in the future.

Taxable Building Value	Reimbursement Amount
Less than \$15,000,000	No reimbursement
\$15,000,000-\$75,999,999	50% of Purchase Price
Over \$75,000,000	100% of Purchase Price

ARTICLE II

SUCCESSFUL COMPLETION OF CONSTRUCTION OF BUILDINGS, FACILITIES AND IMPROVEMENTS

In the event Mitek successfully accomplishes complete construction within thirty-six (36) months of the conveyance date, Mitek shall be entitled to the amount of reimbursement set forth in Article II above and the County shall pay to Mitek the amount of reimbursement due Mitek within 90 days of the date in which the County received the appraised and assessed value of the building(s), facilities and improvements on the site not including the value of the land and taxable business equipment on the site.

ARTICLE IV

UNSUCCESSFUL COMPLETION OF INCENTIVES QUALIFYING CRITERIA

ARTICLE II

MITEK INVESTMENT REQUIREMENTS

AND LOCAL INCENTIVES PROVIDED

A. Capital Investment Discounts- Within thirty-six (36) months of the conveyance date, Mitek shall complete construction of a building or buildings and facilities on the Site. The term "complete construction" shall mean construction of a building or buildings and facilities which meet the requirements of Mitek, and when are suitable for Mitek to maintain and operate a truck component manufacturing facility on the Site. Upon Mitek accomplishing complete construction, Mitek shall apply for a Certificate of Occupancy and the date of issuance of the Certificate of Occupancy shall be deemed the date of complete construction. After the Certificate of Occupancy is issued by the Perquimans County Inspections Department, the County will have an appraisal firm appraise and assess the property to determine the taxable value of the building(s), facilities and improvements on the Site, not including the value of the land and taxable business

Notwithstanding any reimbursement paid to MiTek pursuant to this Article IV herein, in the event that MiTek does not maintain and operate a truck component manufacturing facility for a period of ten continuous years, MiTek shall pay to the County the amount of the County-reimbursed portion of the purchase price within 90 days of written notice to MiTek by County that such sum is due.

ARTICLE V

UNSUCCESSFUL COMPLETION OF CONSTRUCTION OF BUILDINGS, FACILITIES AND IMPROVEMENTS

Upon failure of MiTek to (i) commence construction within two years of the Conveyance Date; or (ii) to accomplish complete construction within thirty-six (36) months of the Conveyance, MiTek shall convey the property back to the County through conveyance of a General Warranty deed, without further consideration for such transfer. In the event the Company does not reconvey the property back to the County upon Default, the County shall have the right to elect any legal remedies it may have available to it to have the property reconveyed to County.

ARTICLE VI

GENERAL PROVISIONS FOR LOCAL INCENTIVES

All discounts on the purchase price of the Site shall be paid in the manner permitted by North Carolina law and shall be expended only in accordance with N.C.G.S. 158-7.1 and other applicable provisions of federal, state and local laws. In no event shall any such discount be made if MiTek has outstanding property taxes with respect to the Project, or other amounts owed to the County, then due (in which case payment shall be made after such obligations are discharged following written notice of such delinquency to MiTek). If all conditions set forth herein have been satisfied, unless otherwise specified, the term "Year" refers to a fiscal year of the County, which begins on July 1 and ends on the following June 30.

any legal action instituted to enforce the terms of this agreement shall be in the court of appropriate jurisdiction in Perquimans County, North Carolina.

D. Entire Agreement; Amendment; Authority

This Agreement is the entire agreement between these parties as to the subject matter referenced herein, without regard to any prior agreements, understandings or undertakings (whether oral, written, electronic or otherwise), and no amendment may be made to this Agreement except with the prior written consent of all parties. The parties, and each person executing this Agreement on behalf thereof, represent and warrant that they have the full right and authority to enter into this Agreement, which is binding, and to sign on behalf of the party indicated, and are acting on behalf of themselves, their members and successors and assigns of each of them. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to any construction arising from the application of conflicts or choice of law principles, and without regard to any construction arising by virtue of the negotiation or the persons who drafted this Agreement. The Parties consent to exclusive jurisdiction of the State of North Carolina, Perquimans County for this Agreement. Furthermore, NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS CREATING A PLEDGE OF THE FAITH AND CREDIT OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL DEBT LIMITATION. NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS DELEGATING GOVERNMENTAL POWERS NOR AS A DONATION OR A LENDING OF THE CREDIT OF THE COUNTY WITHIN THE MEANING OF THE CONSTITUTION OF THE STATE OF NORTH CAROLINA. THIS AGREEMENT SHALL NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATE THE COUNTY TO MAKE ANY PAYMENTS BEYOND THOSE APPROPRIATED BY THE COUNTY FOR ANY FISCAL YEAR IN WHICH THIS AGREEMENT SHALL BE IN EFFECT. NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED TO PLEDGE OR TO CREATE A LIEN ON ANY CLASS OR SOURCE OF THE CITY OR THE COUNTY'S MONIES, NOR SHALL ANY PROVISION OF THE AGREEMENT OPERATE BEYOND ITS INTENDED SCOPE SO AS TO RESTRICT, TO ANY EXTENT OF ANY CONFLICT BETWEEN THIS SECTION AND ANY OTHER PROVISION OF THIS AGREEMENT, THIS SECTION SHALL TAKE PRIORITY. THE COUNTY HAS HAD THIS AGREEMENT, AND THE INCENTIVES CONTEMPLATED HEREUNDER, PRE-AUDITED TO ENSURE COMPLIANCE WITH THE BUDGETARY ACCOUNTING REQUIREMENTS (IF ANY) THAT APPLY. THIS AGREEMENT IS CONDITIONED UPON, AND SHALL NOT BECOME OPERATIVE UNTIL, ANY REQUIRED PRE-AUDITED CERTIFICATION IS SUPPLIED.

ARTICLE VII

OTHER PROVISIONS

A. Adverse Change

The parties acknowledge that the Project is mutually beneficial and supports the substantial investments in the Project by each party as outlined herein. The Project is based on current laws, policies, regulations and commitments. If during the term of the Project, the benefits to the parties as contemplated herein are successfully challenged or are adversely affected by changes resulting from legislative changes or administrative or judicial interpretation of laws, policies or regulations, the parties will, to the extent permitted by law, amend the Project and the Local Incentives so the parties receive at least the same benefits contemplated herein as if such laws, policies, regulations and commitments, or in interpretations thereof, have not changed.

B. Change in Law

In the event any applicable law, policy or regulation applicable to the MiTek adversely affects or impacts the effective operation of the Project, the County will endeavor to amend such law, policy or regulation to facilitate effective operation of the Project, so long as such amendment is in the interest of the County. County agrees to enter into a Development Agreement, if required, pursuant to N.C.G.S. 160-40b.2 with the MiTek or development of the Site.

C. Further Action

The parties acknowledge that the terms of the Project and the incentives and other assistance described in this Agreement are subject to further actions legally necessary under North Carolina law to implement the Agreement in a lawful manner. The venue of

E. Severability

If any court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, then (a) such holding shall not invalidate or render unenforceable any other provision of this Agreement, unless such provision is contingent on the invalidated provision; and (b) the remaining terms hereof shall, in such event, constitute the parties' entire agreement.

F. Assignment

MiTek shall not assign this Agreement or any portion thereof without the written consent of the County, nor shall MiTek assign any funds due or to become due to it hereunder without the prior written consent of the County, provided however, MiTek shall be permitted to assign this Agreement or any portion thereof, or any funds due or to become due to it hereunder, to any direct or indirect wholly-owned subsidiary of MiTek. In the event of (i) the sale of the Site by MiTek; (ii) the assignment of this Agreement by MiTek approved by County; or (iii) a substantial change in the ownership of MiTek, the terms and provisions of this Agreement shall remain in full force and effect and shall be binding upon the successors, assigns and grantees of MiTek.

G. Certificate of Authority

MiTek (or the appropriate wholly-owned subsidiary of the Company) shall file a Certificate of Authority with the Office of the Secretary of State to transact business in the State of North Carolina as required by North Carolina Law promptly after the execution of this Agreement.

H. Counterparts; Jurisdiction

This Agreement may be executed in any number of counterparts, each of which when so received and delivered shall be deemed an original. The parties submit to the exclusive jurisdiction of the state courts of Perquimans County, North Carolina.

I. Audit Right

The County reserves the right to require a certified audit or may perform the audit through the use of its staff pertaining to Mittek's compliance with the capital investment requirements under the Articles of this agreement.

J. Annual Report

In the event Mittek should cease to be a public company, within its annual report publicly available online for review, Mittek shall furnish to the County a copy of its annual audit report performed by a certified public accountant as soon as it becomes available to Mittek, but no later than six months following Mittek's year end.

K. Due Authorization

Each of the parties hereto represents and warrants to each of the other parties that the execution, delivery and performance of this Agreement has been duly and validly authorized by all necessary corporate or governmental action on its part.

L. Costs

Each party shall assume its own costs, including but not limited to fees for legal, accounting, and engineering services, except that the County shall be responsible for the costs of the surveys for any portion of land which may be subject to this Agreement.

No delay or hindrance by the County in exercising any right or its right to enforce or rights otherwise afforded by law shall constitute a waiver thereof or preclude the exercise thereof during the continuance of any default as set forth herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the duly authorized representatives of the date and year first above written.

County:

Perquimans County, NC

By: 

Chairman

Mittek:

Mittek, Inc.

By: _____

Vice President

M. Notices

Any and all notices, requests, demands and other communications given under or in connection with this Contract shall be effective only if in writing and either personally delivered or mailed by registered or certified United States mail, postage prepaid, return receipt requested, addressed to the address of the recipient as described below, and shall be deemed to be received on the first day after it was deposited in the United States Mail or on the day it was actually received whichever day is earlier.

County:

Perquimans County

PO Box 45

Hertford, North Carolina 27544

Mittek:

N. Binding Effect

This agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

O. Time

Time is of the essence of this Agreement and each one of its provisions.

P. No Waiver of Remedies

(1) Neither the execution and delivery of this Lease, nor the fulfillment of or compliance with its terms and conditions, nor the consummation of the transactions contemplated hereby, results or will result in a breach of the terms, conditions and provisions of any agreement or instrument to which either is now a party or by which either is bound, or constitutes a default under any of the foregoing.

(3) To the knowledge of each party, there is no litigation or proceeding pending or threatened against such party (or against any other person) affecting the rights of such party to execute or defend this lease or to exercise its obligations under this lease. Before the execution and delivery of this lease by such party, no ambiguity by such party with its obligations under this lease requires the approval of any regulatory body or any other entity the approval of which has not been obtained.

ARTICLE III

RENTING CLAUSE

The County hereby leases the Leased Property to the Board of Education and the Board of Education hereby leases the Leased Property from the County, in accordance with the provisions of this lease, to have and to hold for the Lease Term.

Notwithstanding anything in this lease to the contrary, the Board of Education's right to possession of the Leased Property, its right to purchase the Leased Property pursuant to Section 6.2, and all of its other rights under this lease are subordinate to the rights of the Lender, the beneficiary under the Deed of Trust. Any judicial sale of, or foreclosure on, the Leased Property pursuant to the Deed of Trust shall terminate all the Board of Education's rights to possession with respect to the Leased Property.

ARTICLE IV

LEASE TERM

- 4.1 Commencement. The Lease Term shall commence on the Closing Date.
- 4.2 Termination. The Lease Term shall terminate upon the earliest of either of the following events:
 - (a) the termination of the Installment Financing Contract; or
 - (b) the event of Default and acceleration by the County pursuant to Article XII.

Termination of the Lease Term pursuant to Section 4.2(b) shall terminate the County's obligations under this lease and the Board of Education's right to possession under this lease, but all other provisions of this lease, including those relating to the receipt and disbursement of funds, shall be continuing until the Installment Financing Contract is discharged as provided therein.

ARTICLE V

QUIET ENJOYMENT; PURCHASE OPTION

5.1 Quiet Enjoyment. The County hereby covenants that the Board of Education shall, during the Lease Term, peacefully and quietly have and hold and enjoy the Leased Property without suit, trouble or hindrance from the County, except to expressly required or permitted by this lease. The County shall not interfere with the quiet use and enjoyment of the Leased Property during the Lease Term. The County shall, at the Board of Education's request and the County's cost, join and cooperate fully in any legal action in which the Board of Education asserts its right to such possession and enjoyment, or which involves the imposition of any taxes or other governmental charges on or in connection with the Leased Property. In addition, the Board of Education may, at its own expense join in any legal action

in or out of the Leased Property and providing of the Leased Property to the Board of Education for its use is of substantial value to the Board of Education, any payment by the Board of Education of a market value rent would represent simply an accounting transaction, because the Board of Education's leasing for such purpose would be primarily provided through the County.

ARTICLE VII

CONSTRUCTION OF THE PROJECT

7.1 Construction of the Project. The County has provided to the Interlocal Agreement for the construction and other accomplishment of the Project by the Board of Education. The Board of Education represents that it has reviewed all provisions concerning the construction and other accomplishment of the Project in the Installment Financing Contract and hereby approves such provisions. The Board of Education shall take possession of the Project upon completion thereof.

Title to the Project and the remainder of the Leased Property shall be held by the County during the Lease Term, subject only to Permitted Encumbrances.

7.2 Additional Improvements to the Project. The Board of Education may at any time and from time to time, in its sole discretion and at its own expense, acquire, construct and install real property improvements and items of equipment or other personal property other than the Project in or upon any portion of the Leased Property that do not materially impair the effective use or materially decrease the value of the Leased Property. The Board of Education shall repair and restore any and all damage resulting from the acquisition, construction and installation of any such improvements or property.

ARTICLE VIII

BOARD OF EDUCATION'S ASSUMPTION OF COUNTY'S OBLIGATIONS

8.1 Assumption of Obligations. The Board of Education hereby assumes all the County's obligations under the Installment Financing Contract regarding taxes, use and operation of the Leased Property, payment of taxes, utilities and other governmental charges, maintenance or insurance coverage, prevention of liens, and repair or replacement of the Leased Property. It is expressly understood that the Board of Education shall not assume the County's obligation under the Installment Financing Contract to pay the Installment Payments and that the Board of Education shall not indemnify the County or any other party to the Installment Financing Contract for third-party claims asserted against any party to the Installment Financing Contract relating to the payment of the Installment Payments.

8.2 Transfer of Rights. In order to allow the Board of Education to carry out the County's obligations under the Installment Financing Contract to be assumed by the Board of Education, the County hereby transfers its rights under the Installment Financing Contract regarding such obligations to the Board of Education. Nothing in this Section, however, shall be construed as in any way delegating to the Board of Education any of the County's rights or responsibilities to make decisions regarding the Board of Education's capital and operating budgets or otherwise concerning that funds for such purposes will be appropriated or available.

8.3 Board of Education's General Covenants. The Board of Education further undertakes not to take or omit to take any action the taking or omission of which would cause the County to be in default in any manner under the Installment Financing Contract. If the Board of Education shall file or omit to take any such action, then the Board of Education shall proceed with all due diligence to take such action as may be necessary to cure such default.

affecting its possession and enjoyment of the Leased Property, and shall be jointly and severally liable, if possible, and in the Board of Education's expense in any action affecting its liabilities hereunder.

The provisions of this Article shall be subject to rights to inspect the Leased Property granted to parties under the Installment Financing Contract and to the right hereby reserved to the County to inspect the Leased Property at any reasonable time.

Notwithstanding the foregoing, nothing contained in this lease, the Interlocal Agreement, the Deed of Trust or any other arrangements entered into between the County and the Board of Education in connection with the financing of the Project shall be construed to grant to the County any jurisdiction or supervisory over the operation and use of the public educational system for the County and its facilities that would not exist in the absence of these transactions. The County and the Board of Education hereby acknowledge and agree that the arrangements contemplated by this lease, the Interlocal Agreement, the Installment Financing Contract, the Deed of Trust or any other arrangements entered into between the County and the Board of Education are entered to facilitate the financing by the County of a portion of the cost of the Project. The County shall have no rights over the public educational system or its facilities or assets of this lease and the other transactions contemplated hereby except as shall be necessary for the County to carry out its obligations under the financing arrangements.

6.2 Purchase Option. The Board of Education shall have the option to purchase the Leased Property at the end of the Lease Term upon its payment by the County to the Lender of all of the Installment Payments and other amounts payable to the Lender under the Installment Financing Contract or the Deed of Trust, and (b) payment to the County of a purchase option price of \$100. The Board of Education shall notify the County of its exercising of this option within one hundred (100) days after the end of the Lease Term and within forty-five (45) days thereafter the County shall execute and deliver to the Board of Education a general or special warranty deed with a covenant against purchaser's acts together with such other documents as are necessary to convey to the Board of Education good and marketable title to the Leased Property, subject only to (a) any encumbrances permitted or created by the Deed of Trust or the Installment Financing Contract ("Permitted Encumbrances") and (b) any encumbrances or imperfections created by or attributable to the Board of Education.

Upon request of the Board of Education, the County shall request the Lender to release the Leased Property, or any part thereof, to the extent that a requirement all or any portion of the Property (as such area is defined in the Deed of Trust) or the Project.

ARTICLE VI

CONSIDERATION FOR LEASE

6.1 Use for School Purposes; Assumption of Obligations. In partial consideration for its assumption of rights to use the Leased Property during the Lease Term and its option to purchase the Leased Property, the Board of Education hereby agrees to use the Leased Property for public school purposes in fulfillment of its obligation, shared by the County, to provide for public education in the County. In addition, in consideration of its rights under this lease, the Board of Education undertakes the obligations imposed on it hereunder, including those imposed by Section 8.1.

6.2 Payments. In partial consideration for its acquisition of rights to use the Leased Property during the Lease Term and its option to purchase the Leased Property, the Board of Education hereby agrees to pay to the County annual rent in the amount of \$100 payable in advance on the Closing Date (except of which is hereby acknowledged) and on the first day of each Lease Year thereafter. The County and the Board of Education acknowledge their understanding that, although the County's financing of the

8.4 County's Compensation. The County shall cooperate fully with the Board of Education in filing any claim of loss or taking any other action under this lease. In no event shall the County or the Board of Education voluntarily settle, or consent to the settlement of, any proceeding arising out of any insurance claim with respect to the Project without the other's written consent. If the amount expected to be received pursuant to any such settlement does not exceed \$50,000, then the Board of Education may, without the consent of the County, voluntarily settle, or consent to the settlement of, any proceeding arising out of any related insurance claim, provided that the Board of Education promptly notifies the County of such settlement after it has been received.

8.5 Advances; Performance of Obligations. If the Board of Education shall fail to pay any amounts required to be paid by it under this lease, or fails to take any other action required of it under this lease, then the County may (but shall be under no obligation to) pay such amount or perform such other obligation. The Board of Education agrees to reimburse the County for any such payment or for its costs incurred in connection with performing such other obligation.

ARTICLE IX

DISCLAIMER OF WARRANTIES; OTHER COVENANTS

9.1 Disclaimer of Warranties. THE COUNTY MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR FITNESS FOR A PARTICULAR USE OF THE LEASED PROPERTY OR ANY PART THEREOF OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE LEASED PROPERTY OR ANY PART THEREOF. In no event shall the County be liable for any direct or indirect, incidental, special or consequential damage in connection with or arising out of this lease or the existence, functioning, malfunctioning or use by anyone of any item, product or service provided for herein.

9.2 Further Assurances; Corrective Instruments. The Board of Education and the County agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying any inadequate or incorrect description of the Leased Property hereby leased or intended to be, or for otherwise carrying out the intention hereof.

9.3 Board of Education and County Representatives. Whenever under the provisions hereof the approval of the Board of Education or the County is required to take some action at the request of the other, unless otherwise provided, such approval or such request shall be given for the Board of Education by the Board of Education Representative and for the County by the County Representative, and the Board of Education and the County shall be authorized to act on any such approval or request of such representative of the other.

9.4 Compliance with Requirements. During the Lease Term, the Board of Education and the County shall observe and comply promptly with all covenants and future orders of all courts having jurisdiction over the Leased Property or any portion thereof (or be diligently and in good faith complying such orders), and all covenants and future requirements of all insurance companies' without policies covering the Leased Property or any portion thereof.

ATTACHMENT G - CONTINUED**ARTICLE X****TITLE TO LEASED PROPERTY; LIMITATIONS ON ENCUMBRANCES**

10.1 **Title to Leased Property.** Except for interests previously purchased by the Board of Education or its own exercise, title to the Leased Property and any and all additions and modifications by or replacement of any portion of the Leased Property shall be held in the County's name, subject only to Permitted Encumbrances, until foreclosed upon as provided in the Deed of Trust or conveyed as provided in this Lease, notwithstanding (a) the occurrence of one or more Events of Default as defined in Section 3.1 of the Installment Financing Contract, (b) the occurrence of any event of damage, destruction, condemnation or expropriation or title defect, or (c) the violation by the County of any provision of this Lease.

The Board of Education shall have no right, title or interest in the Leased Property or any additions and modifications or replacement of any portion of the Leased Property during the Lease Term, except as expressly set forth in this Lease.

ARTICLE XI**SUBLETTING AND ASSIGNMENT**

11.1 **Board of Education's Subletting.** The Board of Education may not sublet or otherwise lease the Leased Property, in whole or in part, except as provided in Section 8.1 of the Installment Financing Contract. The Board of Education may, however, make the Leased Property available for temporary use in accordance with the laws of the State.

11.2 **Indemnification.** Except as provided in Section 8.1, in the event permitted by law, the Board of Education shall hereby agree to indemnify and save the County and the Leased Property harmless and free of all claims by or on behalf of any person, firm, corporation or other legal entity arising from the operation or management of the Leased Property by the Board of Education during the Lease Term, including any claim arising from: (a) any condition of the Leased Property or (b) any act or negligence of the Board of Education or any of its agents, contractors or employees or any violation of law by the Board of Education or breach of any contract or warranty by the Board of Education hereunder. The Board of Education shall be released promptly by the County or the Lessor of any action or proceeding brought in connection with any claims arising out of circumstances described in (a) or (b) above.

ARTICLE XII**EVENTS OF DEFAULT**

12.1 **Events of Default.** Each of the following shall be an "Event of Default" under this Lease and the term "Default" shall mean, wherever it is used in this Lease, any one or more of the following events:

(a) The Board of Education's failure to make any payments hereunder when due;

(b) The Board of Education's failure to observe and perform any covenant, condition or agreement on its part to be observed or performed for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied shall have been given to the Board of Education by the County or by the Lessor, unless the County and the Lessor shall agree in writing to an extension of

the Lease Term by reason of an Event of Default, neither the Board of Education nor the County nor anyone claiming through or under either of them shall or will set up, claim or seek to take advantage of any agreement, condition, stay, extension or redemption laws now or hereafter in force in order to prevent or hinder the enforcement of the Installment Financing Contract or of any remedy provided hereunder or hereafter and the Board of Education and the County, its Executive and all other may at any time claim through or under either of them, each hereby waives, to the full extent that it may lawfully do so, the benefit of such laws.

ARTICLE XIII**NOTICES; AGREES**

13.1 **Notices.** Any notice, request, demand, and other communication given under or in connection with this Contract shall be effective only if in writing and either personally delivered or mailed by registered or certified United States mail, postage prepaid, return receipt requested, addressed to the address of the recipient, with copy to the Lessor, as set forth below, and shall be deemed to be received on the third day after the day it was deposited in the United States mail or on the day it was actually received, whichever is earlier.

(a) If intended for the County, addressed to it at the following address:

County of Perquimans, North Carolina
128 H. Church Street
Hertford, NC 27944
Attention: Finance Officer

(b) If intended for the Board of Education, addressed to it at the following address:

Perquimans County Board of Education
411 Edmonia Road Street
Hertford, NC 27944
Attention: Superintendent

(c) If intended for the Lessor, addressed to it at the following address:

Webster Bank, National Association
360 Lexington Avenue, 4th Floor
New York, NY 10017
Attn: Public Sector Finance

13.2 **Binding Effect.** This Lease shall be binding upon and inure to the benefit of the Board of Education and the County, subject however to the limitations contained in Article XI.

13.3 **Third Party Beneficiary.** This Lease inures to the benefit of the parties herein and the Lessor and their successors and assigns, and is binding upon the parties herein and their successors and assigns.

13.4 **Net Lease.** This Lease shall be deemed and construed to be a "net lease," and the Board of Education shall pay ultimately not during the Lease Term all other payments required hereunder, for of any deductions, and without abatement or offset.

such time prior to its expiration; provided, however, that if the failure stated in such notice cannot be corrected within the applicable period, neither the County nor the Lessor shall unreasonably withhold its consent to an extension of such time if corrective action is indicated by the Board of Education within the applicable period and diligently pursued until such failure is corrected and, further, shall by reason of any event or occurrence constituting force majeure the Board of Education is unable to whole or in part to carry out any of its obligations contained herein (other than its obligations contained in Section 6.2 or Section 8.1), the Board of Education shall not be deemed in default during the continuance of such event or occurrence.

(c) The dissolution or liquidation of the Board of Education or the voluntary inclusion by the Board of Education of any proceeding under any federal or state law relating to bankruptcy, receivership, assignment, reorganization, liquidation of debt or any other form of status relief, or the inclusion against the Board of Education of any such proceeding which shall result or culminate in any (a) day, or the entry by the Board of Education into an agreement of composition with creditors or the Board of Education's failure generally to pay its debts as they become due.

12.2 **Remedies at Default.** Whenever any Event of Default shall have happened and be continuing after the expiration of any applicable cure period, the County may, with the Lessor's consent, take one or any combination of the following remedial steps:

(a) Terminate this Lease, evict the Board of Education from the Leased Property or any portion thereof and re-lease the Leased Property or any portion thereof;

(b) Have reasonable access to and inspect, examine and make copies of the Board of Education's books and records and accounts during the Board of Education's regular business hours, if reasonably necessary to the County's option;

(c) Take whatever action or law or in equity may appear necessary or desirable, including the appointment of a receiver, to enforce the amounts then due, or to enforce performance and observance of any obligation, agreement or covenant of the Board of Education under this Lease.

Any remedy or remedies referred to in this Section shall be applied in accordance with the Installment Financing Contract.

12.3 **No Retard or Infringe.** No remedy herein contained upon or intended to be used by the County is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder and every remedy now or hereafter existing at law or in equity. No delay or extension in exercise of any right or power accruing upon any Default shall impair any such right or power, and any such right and power may be exercised from time to time as may be deemed expedient. In order to enable the County to exercise any remedy reserved in this Article XII, it shall not be necessary to give any notice, other than such notice as may be required in this Article XII.

12.4 **Waiver.** If any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder. A waiver of an event of default under the Installment Financing Contract shall constitute a waiver of any corresponding event of default under this Lease; provided that no such waiver shall extend to or affect any subsequent or other event of default under this Lease or impair any right consequent thereto.

12.5 **Waiver of Appraisal, Valuation, Stay Extension and Redemption Laws.** The Board of Education and County agree, to the extent permitted by law, that in the case of a termination of

12.6 **Payment Due on Holidays.** If the date for making any payment or the last day for performance of any act or the exercise of any right, as provided in this Lease, shall not be a business day, such payment may be made or act performed or right exercised on the next preceding day that is a business day with the same force and effect as if done on the normal date provided in this Lease.

12.7 **Seizability.** In the event that any provision of this Lease, other than the requirement of the County to provide quiet enjoyment of the Leased Property, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

12.8 **Entireties in Counterparts.** This Lease may be simultaneously executed in several counterparts, one of which shall be an original and all of which shall constitute together one and the same instrument.

12.9 **Applicable Law.** This Lease shall be governed by and construed in accordance with the laws of the State of North Carolina.

12.10 **Options.** The options or buyouts herein are for convenience only and in no way define, limit or describe the scope or limit of any provision or covenant of this Lease.

12.11 **Memorandum of Lease.** At the request of either party, the County and the Board of Education shall, on or before the Closing Date, execute a memorandum of this Lease highly reflective to comply with the recordal provisions of the North Carolina General Statutes.

12.12 **Prerequisite Certification.** This Lease shall not become effective unless and until the County's Finance Officer and the Board's Finance Officer have signed the Prerequisite Certification.

(Signature page follows.)

ATTACHMENT G - CONTINUED

IN WITNESS WHEREOF, the parties have hereunto caused this deed to be signed in their respective presence by their authorized officers, all of the day and year first above written.



By: Mary Hurdman
Mary Hurdman
Chair of the Board of Commissioners

COUNTY OF PERQUIMANS, NORTH CAROLINA

By: Walter N. Jones
Walter N. Jones
Chairman of the Board of Commissioners

PERQUIMANS COUNTY BOARD OF EDUCATION

By: Robert J. Jones
Robert J. Jones
Chairman of the Board of Education

(SEAL)

ATTEST:

By: Steve Jones
Steve Jones
Vice - Secretary of the Board of Education

This document has been prepared in the manner required by The Local Government Budget and Fiscal Control Act

By: Tracy Watson
Tracy Watson
County of Perquimans, North Carolina

This document has been prepared in the manner required by the School System and Fiscal Control Act

By: Robert J. Jones
Robert J. Jones
Perquimans County Board of Education



STATE OF NORTH CAROLINA

COUNTY OF PERQUIMANS

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that Walter N. Jones and Mary Hurdman personally appeared before me this day, each acknowledging to me that he and she signed the foregoing document in the capacity indicated therein.

Witness my hand and seal this 7th day of April, 2025.

By: Rebecca Toy Carpenter
Rebecca Toy Carpenter
Notary Public

My Commission expires:

February 01, 2028

(NOTARIAL SEAL)

STATE OF NORTH CAROLINA

COUNTY OF PERQUIMANS

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that Tracy Watson, Secretary of the Board of Education, personally appeared before me this day, each acknowledging to me that he and she signed the foregoing document in the capacity indicated therein.

Witness my hand and seal this 7th day of April, 2025.

By: Rebecca Toy Carpenter
Rebecca Toy Carpenter
Notary Public

My Commission expires:

February 01, 2028

(NOTARIAL SEAL)



EXHIBIT A

LEGAL DESCRIPTION OF LEASED PROPERTY

[To be inserted from Title Commitment.]

EXHIBIT B

[Copy of Indenture Financing Contract]

WORK SESSION

April 21, 2025

7:00 p.m.

The Perquimans County Board of Commissioners Work Session on Monday, April 21, 2025 was cancelled.

DEPARTMENTAL BUDGET PRESENTATIONS

April 23, 2024

5:00 p.m.

The Perquimans County Board of Commissioners met to receive the Departmental Budget Presentation on Wednesday, April 23, 2025, at 5:00 p.m. in the Auditorium located in the Emergency Services Building.

MEMBERS PRESENT:	Wallace E. Nelson, Chairman	Charles Woodard, Vice Chairman
	Timothy J. Corprew	Joseph W. Hoffer
	Kathryn M. Treiber	James W. Ward

MEMBERS ABSENT: None

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

DEPARTMENTAL BUDGET PRESENTATIONS

The following department supervisors presented their budget requests for FY 2025-2026:

5:00 p.m. – Jackie Greene – Board of Elections

5:30 p.m. – Jacob Peele – Soil Conservation

6:00 p.m. – Jackie Frierson – Register of Deeds

6:30 p.m. – Virgil Parrish / Erie Solesbee - Inspections

7:00 p.m. – Bill Jennings - Tax Department

7:30 p.m. – Shelby White – Sheriff's Department

ADJOURNMENT

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

Wallace E. Nelson, Chairman

Deputy Clerk to the Board

DEPARTMENTAL BUDGET PRESENTATIONS

April 24, 2025

5:00 p.m.

The Perquimans County Board of Commissioners met to receive the Departmental Budget Presentation on Thursday, April 24, 2023, at 5:00 p.m. in the Auditorium located in the Emergency Services Building.

MEMBERS PRESENT:	Wallace E. Nelson, Chairman	Charles Woodard, Vice Chairman
	Timothy J. Corprew	Joseph W. Hoffer
	Kathryn M. Treiber	James W. Ward

MEMBERS ABSENT: None

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

DEPARTMENTAL BUDGET PRESENTATIONS

The following department supervisors presented their budget requests for FY 2025-2026:

5:00 p.m. – Moward Williams – Recreation Department

5:30 p.m. – Jared Harrell – Cooperative Extension

6:00 p.m. – LuRee Sawyer – Active Living

6:30 p.m. – Nick Lories – Water Department

7:00 p.m. – Jonathan Nixon – EMS/Emergency Management/Communications

ADJOURNMENT

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

Wallace E. Nelson, Chairman

Deputy Clerk to the Board

Refunds and Releases

April 29, 2025

Tax Refunds: (Perquimans)

Betty S Eure \$314.08

Parcel is being taxed under its
parent parcel.

Account#: 491542

Billy Wade Pierce \$107.74

Vehicle transferred. 12-month refund.

Account#: 75315567

COUNTY OF PERQUIMANS

COPY

STATUS: NEW EMPLOYEE/PROBATIONARY PERIOD/MERIT RAISE

NAME: Demetrius Stokley

SOC. SEC. NO.: _____

POSITION: Social Worker IIIDEPT.: Social Services☒ NEW EMPLOYEE EFFECTIVE DATE: May 1, 2025GRADE: 69 STEP: 1 SALARY: \$47,344

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 AND
RECOMMENDATION BY DEPARTMENT FOR PERMANENT STATUS.
GRADE: _____ STEP: _____ SALARY: _____☐ _____
Date DATE OF ANNUAL EVALUATION AND RECOMMENDATION FOR STEP
RAISE. (YEAR 2 3 4)
GRADE: _____ STEP: _____ SALARY: _____☐ _____
Date DATE OF EMPLOYEE TERMINATION/RESIGNATION.

RECOMMENDATION AND EFFECTIVE DATE FOR EMPLOYEE MERIT RAISE.

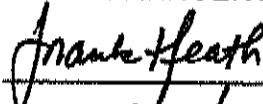
Date GRADE: _____ STEP: _____ SALARY: _____

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


DATE: April 14, 2025

COUNTY MANAGER APPROVAL


DATE: 4/15/25

FINANCE OFFICER _____

DATE: _____

EMPLOYMENT ACTION FORM

DATE SUBMITTED: 4/24/25

COUNTY OF PERQUIMANS

STATUS: NEW EMPLOYEE/PROBATIONARY PERIOD/MERIT RAISE

COPY

NAME: Nathan Christopher McKecuen

SOC. SEC. NO.: _____

POSITION: Uncertified Deputy

DEPT.: Sheriff's Office

X NEW EMPLOYEE EFFECTIVE DATE: 5-12-2025

GRADE: 65 STEP: 1 SALARY: \$39,699

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 AND
RECOMMENDATION BY DEPARTMENT FOR PERMANENT STATUS.
GRADE: _____ STEP: _____ SALARY: _____☐

Date

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

Date

DATE OF EMPLOYEE TERMINATION DUE TO UNSUCCESSFUL PROBATIONARY PERIOD.

☐

Date

DATE OF EMPLOYEE RESIGNATION / RETIREMENT.

☐

Date

RECOMMENDATION AND EFFECTIVE DATE FOR EMPLOYEE MERIT RAISE.

GRADE: _____ STEP: _____ SALARY: _____

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

DEPARTMENT RECOMMENDATION

COUNTY MANAGER APPROVAL

DATE: 4-24-25DATE: 4/25/25

FINANCE OFFICER

DATE: _____

COPY

COUNTY OF PERQUIMANS

STATUS: NEW EMPLOYEE/PROBATIONARY PERIOD/MERIT RAISE

NAME: Candice Mallory

SOC. SEC. NO.: _____

POSITION: Social Work Supervisor IIIDEPT.: Social Services☒ NEW EMPLOYEE EFFECTIVE DATE: May 1, 2025GRADE: 73 STEP: 1 SALARY: \$56,459.00

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 AND
RECOMMENDATION BY DEPARTMENT FOR PERMANENT STATUS.

GRADE: _____ STEP: _____ SALARY: _____

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

GRADE: _____ STEP: _____ SALARY: _____

☐ _____
Date DATE OF EMPLOYEE TERMINATION/RESIGNATION.

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

DATE: April 16, 2025

COUNTY MANAGER APPROVAL

DATE: 4/25/26

FINANCE OFFICER _____

DATE: _____

COUNTY OF PERQUIMANS

STATUS: NEW EMPLOYEE/PROBATIONARY PERIOD/MERIT RAISE

COPY

NAME: Heidi Russell

SOC. SEC. NO.: _____

POSITION: Part Time Fill In AEMT I

DEPT.: _____

☒ NEW EMPLOYEE EFFECTIVE DATE: May 1, 2025GRADE: 66 STEP: 4 SALARY: \$21.47 HourlyENDING DATE OF PROBATIONARY PERIOD: May 1, 2026

CURRENT: GRADE: _____ STEP: _____ SALARY: _____

☐ 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 DATE OF ANNUAL EVALUATION AND RECOMMENDATION FOR STEP
RAISE. (YEAR 2 3 4)
GRADE: _____ STEP: _____ SALARY: _____☐ _____
Date DATE OF EMPLOYEE TERMINATION DUE TO UNSUCCESSFUL PROBATIONARY PERIOD.☐ _____
Date DATE OF EMPLOYEE RESIGNATION☐ _____
Date RECOMMENDATION AND EFFECTIVE DATE FOR EMPLOYEE MERIT RAISE.
GRADE: _____ STEP: _____ SALARY: _____

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

DEPARTMENT RECOMMENDATION

COUNTY MANAGER APPROVAL

DATE: 4/15/25DATE: 4/16/25

FINANCE OFFICER

DATE: _____

EMPLOYMENT ACTION FORM

DATE SUBMITTED: 4-28-2025

COUNTY OF PERQUIMANS

STATUS: NEW EMPLOYEE/PROBATIONARY PERIOD/MERIT RAISE

COPY

NAME: Quinton Jordan Jr _____

SOC. SEC. NO. _____

POSITION: Investigator I _____

DEPT.: Sheriff's Office _____

☐ NEW EMPLOYEE EFFECTIVE DATE: _____

GRADE: _____ STEP: _____ SALARY: _____

ENDING DATE OF PROBATIONARY PERIOD: _____

CURRENT: GRADE: 68 _____ STEP: 12 _____ SALARY: \$59,267 _____

☐ 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 PROBATIONARY PERIOD.
Date☐ _____ DATE OF EMPLOYEE RESIGNATION / RETIREMENT.
Date

X 5-1-25 RECOMMENDATION AND EFFECTIVE DATE FOR EMPLOYEE MERIT RAISE.

Date GRADE: 73 _____ STEP: 6 _____ SALARY: \$63,800 _____

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

DEPARTMENT RECOMMENDATION

DATE: 4-28-2025

COUNTY MANAGER APPROVAL

DATE: 4/29/25

FINANCE OFFICER

DATE: _____

COPY

COUNTY OF PERQUIMANS

STATUS: NEW EMPLOYEE/PROBATIONARY PERIOD/MERIT RAISE

NAME: Kathleen Conner

SOC. SEC. NO.: _____

POSITION: Social Work Supervisor III

DEPT.: Social Services

NEW EMPLOYEE EFFECTIVE DATE: _____

GRADE: _____ STEP: _____ SALARY: _____

ENDING DATE OF PROBATIONARY PERIOD: _____

CURRENT: GRADE: _____ STEP: _____ SALARY: _____

☐ JOB PERFORMANCE EVALUATION

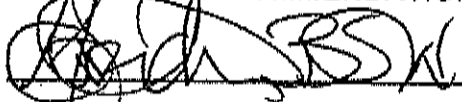
YEAR 1 2 3 4 (CIRCLE)

☐ _____ 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: _____X 4/30/2025 DATE OF EMPLOYEE TERMINATION/RESIGNATION.
Date_____ RECOMMENDATION AND EFFECTIVE DATE FOR EMPLOYEE MERIT RAISE.
Date

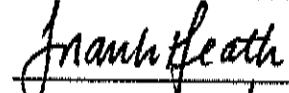
GRADE: _____ STEP: _____ SALARY: _____

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

DEPARTMENT RECOMMENDATION


DATE: April 16, 2025

COUNTY MANAGER APPROVAL


DATE: 4/25/25

FINANCE OFFICER _____

DATE: _____

COUNTY OF PERQUIMANS

COPY

STATUS: NEW EMPLOYEE/PROBATIONARY PERIOD/MERIT RAISE

NAME: Mackenzie Rhodes

SOC. SEC. NO.: _____

POSITION: Part Time Fill In Telecommunicator IDEPT.: 911☐ 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 DATE OF SUCCESSFUL COMPLETION OF PROBATIONARY PERIOD AND
RECOMMENDATION BY DEPARTMENT FOR PERMANENT STATUS.
GRADE: _____ STEP: _____ SALARY: _____☐ _____
Date DATE OF ANNUAL EVALUATION AND RECOMMENDATION FOR STEP
RAISE. (YEAR 2 3 4)
GRADE: _____ STEP: _____ SALARY: _____☐ _____
Date DATE OF EMPLOYEE TERMINATION DUE TO UNSUCCESSFUL PROBATIONARY PERIOD.X 4/14/2025 DATE OF EMPLOYEE RESIGNATION
Date☐ _____
Date RECOMMENDATION AND EFFECTIVE DATE FOR EMPLOYEE MERIT RAISE.
GRADE: _____ STEP: _____ SALARY: _____

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

DEPARTMENT RECOMMENDATION

COUNTY MANAGER APPROVAL

DATE: 4/15/25DATE: 4/16/25

FINANCE OFFICER

DATE: _____

COUNTY OF PERQUIMANS

STATUS: NEW EMPLOYEE/PROBATIONARY PERIOD/MERIT RAISE

COPY

NAME: William Ward

SOC. SEC. NO.: _____

POSITION: Part Time Fill In Telecommunicator IDEPT.: 911☐ 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 DATE OF SUCCESSFUL COMPLETION OF PROBATIONARY PERIOD AND
RECOMMENDATION BY DEPARTMENT FOR PERMANENT STATUS.
GRADE: _____ STEP: _____ SALARY: _____☐ _____
Date DATE OF ANNUAL EVALUATION AND RECOMMENDATION FOR STEP
RAISE. (YEAR 2 3 4)
GRADE: _____ STEP: _____ SALARY: _____☐ _____
Date DATE OF EMPLOYEE TERMINATION DUE TO UNSUCCESSFUL PROBATIONARY PERIOD.X 4/1/2025 DATE OF EMPLOYEE RESIGNATION
Date☐ _____
Date RECOMMENDATION AND EFFECTIVE DATE FOR EMPLOYEE MERIT RAISE.
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

DATE: 4/15/25

COUNTY MANAGER APPROVAL

DATE: 4/16/25

FINANCE OFFICER

DATE: _____

COUNTY OF PERQUIMANS

STATUS: NEW EMPLOYEE/PROBATIONARY PERIOD/MERIT RAISE

COPY

NAME: Mark Montgomery

SOC. SEC. NO.: _____

POSITION: Part Time Fill In AEMT IDEPT.: EMS☐ NEW EMPLOYEE EFFECTIVE DATE: _____

GRADE: _____ STEP: _____ SALARY: _____

ENDING DATE OF PROBATIONARY PERIOD: _____

CURRENT: GRADE: _____ STEP: _____ SALARY: _____

☐ JOB PERFORMANCE EVALUATION

YEAR 1 2 3 4 (CIRCLE)

☐ _____ DATE OF SUCCESSFUL COMPLETION OF PROBATIONARY PERIOD AND
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 PROBATIONARY PERIOD.
DateX 4/1/2025 DATE OF EMPLOYEE RESIGNATION
Date☐ _____ RECOMMENDATION AND EFFECTIVE DATE FOR EMPLOYEE MERIT RAISE.
Date GRADE: _____ STEP: _____ SALARY: _____

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

DEPARTMENT RECOMMENDATION

DATE: 4/15/25

COUNTY MANAGER APPROVAL

DATE: 4/16/25

FINANCE OFFICER

DATE: _____

EMPLOYMENT ACTION FORM

DATE SUBMITTED: _____

COUNTY OF PERQUIMANS

STATUS: NEW EMPLOYEE/PROBATIONARY PERIOD/MERIT RAISE

COPY

NAME: Martin Hood

SOC. SEC. NO.: _____

POSITION: Athletic Program SupervisorDEPT.: Recreation☐ 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 OF EMPLOYEE TERMINATION DUE TO UNSUCCESSFUL PROBATIONARY PERIOD.

☒ 5/1/25 DATE OF EMPLOYEE RESIGNATION
 _____ Date

(w)

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

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

DEPARTMENT RECOMMENDATION

[Signature]
 DATE: 5/1/25

COUNTY MANAGER APPROVAL

W. Frank Heath, III
 DATE: 5/1/25

FINANCE OFFICER

DATE: _____

EMPLOYMENT ACTION FORM

DATE SUBMITTED: IV April 15, 2025 ^{Page 1}

COUNTY OF PERQUIMANS

STATUS: NEW EMPLOYEE/PROBATIONARY PERIOD/MERIT RAISE

COPY

NAME: Tyanna Green

SOC. SEC. NO.: _____

POSITION: Full Time Telecommunicator IDEPT.: 911☐ 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 OF EMPLOYEE TERMINATION DUE TO UNSUCCESSFUL PROBATIONARY PERIOD.
Date☐ _____ DATE OF EMPLOYEE RESIGNATION
Date

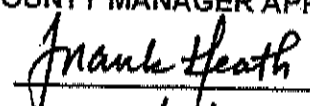
X 5/1/2025 RECOMMENDATION AND EFFECTIVE DATE FOR EMPLOYEE MERIT RAISE.
Date GRADE: 64 STEP: 2 SALARY: \$18.72 Hourly

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

DEPARTMENT RECOMMENDATION


DATE: 4/15/25

COUNTY MANAGER APPROVAL


DATE: 4/16/25

FINANCE OFFICER

DATE: _____

EMPLOYMENT ACTION FORM

DATE SUBMITTED: IV April 15, 2025 2

COUNTY OF PERQUIMANS

STATUS: NEW EMPLOYEE/PROBATIONARY PERIOD/MERIT RAISE

COPY

NAME: Reagan Charlton

SOC. SEC. NO.: _____

POSITION: Full Time Telecommunicator IDEPT.: 911☐ 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 OF EMPLOYEE TERMINATION DUE TO UNSUCCESSFUL PROBATIONARY PERIOD.
Date☐ _____ DATE OF EMPLOYEE RESIGNATION
Date

X 5/1/2025 RECOMMENDATION AND EFFECTIVE DATE FOR EMPLOYEE MERIT RAISE.
Date GRADE: 64 STEP: 2 SALARY: \$18.72 Hourly

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: 4/15/25DATE: 4/16/25

FINANCE OFFICER

DATE: _____

EMPLOYMENT ACTION FORM

IV, D.2. Page 1
DATE SUBMITTED: 4-11-25

COUNTY OF PERQUIMANS

STATUS: NEW EMPLOYEE/PROBATIONARY PERIOD/MERIT RAISE

COPY

NAME: Zachary Alexander Smirlock

SOC. SEC. NO.:

POSITION: Certified Deputy

DEPT.: Sheriff's Office

☐ NEW EMPLOYEE EFFECTIVE DATE: _____

GRADE: _____ STEP: _____ SALARY: _____

ENDING DATE OF PROBATIONARY PERIOD: _____

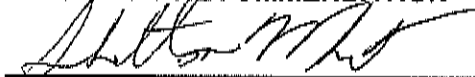
CURRENT: GRADE: 68 STEP: 1 SALARY: \$45,303

☐ JOB PERFORMANCE EVALUATION

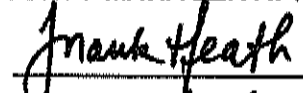
YEAR 1 2 3 4 (CIRCLE)

☐ _____ 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.☐ _____ DATE OF EMPLOYEE RESIGNATION / RETIREMENT.
DateX 5/1/25 RECOMMENDATION AND EFFECTIVE DATE FOR EMPLOYEE MERIT RAISE.
Date GRADE: 68 STEP: 2 SALARY: \$46,437THE ABOVE NAMED COUNTY EMPLOYEE IS BEING RECOMMENDED FOR THE INCREASE IN
SALARY LISTED ABOVE BASED ON HIS/HER WORK PERFORMANCE EVALUATION COMPLETED: _____
PER THE COUNTY PERSONNEL POLICY.

DEPARTMENT RECOMMENDATION


DATE: 4-11-25

COUNTY MANAGER APPROVAL


DATE: 4/15/25

FINANCE OFFICER

DATE: _____

EMPLOYMENT ACTION FORM

IV.D.3. - Page 1
DATE SUBMITTED: 04/29/2025

COUNTY OF PERQUIMANS

STATUS: NEW EMPLOYEE/PROBATIONARY PERIOD/MERIT RAISE

COPY

NAME: Bill Jennings

SOC. SEC. NO.: _____

POSITION: Tax Administrator

DEPT.: Tax Department

☐ 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 OF EMPLOYEE TERMINATION DUE TO UNSUCCESSFUL PROBA-
Date TIONARY PERIOD.☐ _____ DATE OF EMPLOYEE REMOVAL FROM ROSTER
Date

* 5/1/25 RECOMMENDATION AND EFFECTIVE DATE FOR EMPLOYEE MERIT RAISE.

Date GRADE: 72 STEP: 8 SALARY: \$64,106

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: _____

W. Frank Heath
DATE: 4/29/25

FINANCE OFFICER

DATE: _____

BUDGET AMENDMENT
PERQUIMANS COUNTY BOARD OF COMMISSIONERS
GENERAL FUND
NO. 34

THE PERQUIMANS COUNTY BOARD OF COMMISSIONERS AT A MEETING ON THE 5TH DAY OF MAY 2025, PASSED THE FOLLOWING AMENDMENTS TO THE FY 2024-2025 BUDGET.

CODE NUMBER	DESCRIPTION OF CODE	AMOUNT	
		INCREASE	DECREASE
10-348-002	VETERANS PROGRAM	20,000	
10-607-317	CVO GRANT	20,000	
EXPLANATION: To amend the FY 24/25 budget to include the CVO Grant as awarded to our county veterans office to be used by 7/31/2025 for our local veterans.			

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 MAY 2025.

PASSED BY MAJORITY VOTE OF THE BOARD OF COUNTY COMMISSIONERS OF PERQUIMANS COUNTY ON THIS 5TH DAY OF MAY 2025.

Chairman, Board of Commissioners

Finance Officer

BUDGET AMENDMENT
PERQUIMANS COUNTY BOARD OF COMMISSIONERS
GENERAL FUND
NO. 35

THE PERQUIMANS COUNTY BOARD OF COMMISSIONERS AT A MEETING ON THE 5TH DAY OF MAY 2025, PASSED THE FOLLOWING AMENDMENTS TO THE FY 2024-2025 BUDGET.

CODE NUMBER	DESCRIPTION OF CODE	AMOUNT	
		INCREASE	DECREASE
10-399-000	FUND BALANCE APPROPRIATED	66,370	
10-511-160	DISPATCH - MAINT/REPAIR EQUIPMENT	66,370	
EXPLANATION: To amend the FY 24/25 budget to include Gates reimbursement for consolidation expenses that should have been used for Motorola invoice paid in FY24/25 with monies being received in FY23/24.			

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 MAY 2025.

PASSED BY MAJORITY VOTE OF THE BOARD OF COUNTY COMMISSIONERS OF PERQUIMANS COUNTY ON THIS 5TH DAY OF MAY 2025.

 Chairman, Board of Commissioners

 Finance Officer

BUDGET AMENDMENTPERQUIMANS COUNTY BOARD OF COMMISSIONERSGENERAL FUNDNO. 36

THE PERQUIMANS COUNTY BOARD OF COMMISSIONERS AT A MEETING ON THE 5th DAY OF MAY, 2025, PASSED THE FOLLOWING AMENDMENTS TO THE FY 2024-2025 BUDGET.

CODE NUMBER	DESCRIPTION OF CODE	AMOUNT	
		INCREASE	DECREASE
10-540-435	INSPECTIONS - CODE ENFORCEMENT FEE		27,000
10-540-740	INSPECTIONS - CAPITAL OUTLAY	27,000	
EXPLANATION: To amend the FY 24/25 budget to include Gates reimbursment for			

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 MAY, 2025.

PASSED BY MAJORITY VOTE OF THE BOARD OF COUNTY COMMISSIONERS OF PERQUIMANS COUNTY ON THIS 5th DAY OF MAY, 2025.

Chairman, Board of Commissioners

Finance Officer

**MEMORANDUM OF UNDERSTANDING
(FISCAL YEAR 2024-25 and 2025-26)
BETWEEN**

COPY

**THE NORTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES
AND
PERQUIMANS COUNTY**

**A Written Agreement Pursuant to N.C. Gen. Stat. § 108A-74,
an Act of the North Carolina General Assembly**

This Memorandum of Understanding ("MOU") is made by and between the North Carolina Department of Health and Human Services, (hereinafter referred to as the "Department") and Perquimans County a political subdivision of the State of North Carolina (hereinafter referred to as the "County") to comply with the requirements of law, N.C. Gen. Stat. § 108A-74. The Department and the County may be referred to herein individually as a "Party" and collectively as the "Parties."

TERMS OF UNDERSTANDING

In consideration of the mutual promises and agreements contained herein, as well as other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, the Parties agree to this MOU, effective July 1, 2024, in compliance with the mandates of law enacted by the North Carolina General Assembly and in recognition of possible amendments by the General Assembly, the Parties further agree to conform to changes made to the law, notwithstanding a contractual term previously agreed upon.

1.0 Parties to the MOU

The only Parties to this MOU are the North Carolina Department of Health and Human Services and Perquimans County, a political subdivision of the State of North Carolina.

1.1 Relationships of the Parties

Nothing contained herein shall in any way alter or change the relationship of the parties Parties as defined under the laws of North Carolina. It is expressly understood and agreed that the enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the Department and the County. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Department and County that any such person or entity, other than the Department or the County, receiving services or benefits under this MOU shall be deemed an incidental beneficiary only.

Subcontracting: The County shall be responsible for the performance of all of its subcontractors. The County shall disclose the names of its subcontractors to the Department within thirty (30) days of the execution thereof. The County shall also provide additional information concerning its subcontractors as may be requested by the Department within thirty (30) days of the request. The County additionally agrees not to enter into any confidentiality agreement or provision with a subcontractor or other agent to provide services related to this MOU that would prevent or frustrate

the disclosure of information to the Department. Subcontractors shall be defined under this MOU to mean any party the County enters into a contractual relationship with for the complete administration of one or more social services programs covered by this MOU. Temporary employees hired by the County shall not be considered subcontractors under this MOU.

Assignment: No assignment of the County's obligations or the County's right to receive any funding made in any way concerning the matters covered by this MOU hereunder shall be permitted.

2.0 Terms of the MOU

The term of this MOU shall be for a period of two years beginning July 1, 2024 and ending June 30, 2026.

2.1 Default and Modification

Default: In the event the County fails to satisfy the mandated performance requirements as set forth in **Attachment I** or fails to otherwise comply with the terms of this MOU, the Department may withhold State and/or federal funding. Any such withholding shall be in compliance with, and as allowed by, state and/or federal law.

Performance Improvement: Prior to the Department exercising its authority to withhold State and/or federal funding for a failure to satisfy the mandated performance requirements set forth in **Attachment I** or failure to meet the terms of this MOU, the process for performance improvement set forth in N.C. Gen. Stat. § 108A-74 will govern. Nothing contained in this MOU shall supersede or limit the Secretary's authority to take any action otherwise set forth in N.C. Gen. Stat. § 108A-74.

Waiver of Default: Waiver by the Department of any default or breach in compliance with the terms of this MOU by the County shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this MOU unless stated to be such in writing, signed by an authorized representative of the Department and the County and attached to the MOU.

Force Majeure: Neither Party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, public health emergency or other catastrophic natural event or act of God.

Modification: The terms and conditions of this MOU may only be modified by written agreement of the Parties, signed by an authorized representative of the Parties.

3.0 MOU Documents

The Recitals and the following attachments are incorporated herein by reference and are part of this MOU:

- (1) The portions hereof preceding the Terms of Understanding, including but not limited to the introductory paragraph and the Recitals, which are contractual as well as explanatory
- (2) The Terms of Understanding
- (3) Attachment I – Mandated Performance Requirements:
 - a. I-A: Energy Programs
 - b. I-B: Work First
 - c. I-C: Food and Nutrition Services
 - d. I-D: Child Welfare – Foster Care
 - e. I-E: Adult Protective Services
 - f. I-F: Special Assistance
 - g. I-G: Child Support Services
- (4) Attachment II - Child Welfare - CFSR

4.0 Entire MOU

This MOU and any documents incorporated specifically by reference represent the entire agreement between the Parties and supersede all prior oral or written statements or agreements between the Parties.

5.0 Definitions

While "County" is used as an abbreviation above, the following definitions, some of which are contained in N.C. Gen. Stat. § 108A-74(a), also apply to this MOU:

- (1) "County department of social services" also means the consolidated human services agency, whichever applies.
- (2) "County director of social services" also means the human services director, whichever applies.
- (3) "County board of social services" also means the consolidated human services board, whichever applies.
- (4) "Child welfare services or program" means protective, foster care, and adoption services related to juveniles alleged to be abused, neglected, or dependent as required by Chapter 7B of the General Statutes.
- (5) "Social services programs" or "Social services programs other than medical assistance" means social services and public assistance programs established in Chapter 108A other than the medical assistance program (Part 6 of Article 2 of Chapter 108A). This includes, but is not limited to, child welfare programs, adult protective services, guardianship services for adults, and programs of public assistance established in Chapter 108A. It also includes the child support enforcement program, as established in Article 9 of Chapter 110 of the General Statutes, and the North Carolina Subsidized Child Care Program.

To the extent that any term used herein is defined by a statute or rule applicable to the subject matter of this MOU, the statutory or rule definition shall control. For all remaining terms, which are not defined by statute or rule, those terms shall have their ordinary meaning. Should any further definition be needed, the Parties agree that the meanings shall be those contained in the current

version (as of the time the dispute or question arises) of Black's Law Dictionary, and if not defined therein, then of a published unabridged modern American English Language Dictionary published since the year 2000.

6.0 Audit Requirements

The County shall furnish to the State Auditor, upon his/her request, all books, records, and other information that the State Auditor needs to fully account for the use and expenditure of state funds in accordance with N.C.G.S. § 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

7.0 Record Retention

The County shall retain records at its own expense in accordance with applicable State and Federal laws, rules, and regulations. The County shall facilitate and monitor the compliance of its subcontractors with all applicable requirements of record retention and disposition.

In order to protect documents and public records that may be the subject of Department litigation, the Department shall notify the County of the need to place a litigation hold on those documents. The Department will also notify the County of the release of the litigation hold. If there is no litigation hold in place, the documents may be destroyed, disposed of, or otherwise purged through the biannual Records Retention and Disposition Memorandum from the Department's Controller's Office.

8.0 Liabilities and Legal Obligations

Each party hereto agrees to be responsible for its own liabilities and that of its officers, employees, agents or representatives arising out of this MOU. Nothing contained herein is intended to alter or change the relationship of the Parties as defined under the laws of the State of North Carolina.

9.0 Confidentiality

Any medical records, personnel information or other items exempt from the NC Public Records Act or otherwise protected by law from disclosure given to the Department or to the County under this MOU shall be kept confidential and not divulged or made available to any individual or organization except as otherwise provided by law. The Parties shall comply with all applicable confidentiality laws and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the administrative simplification rules codified at 45 Parts 160, 162, and 164, alcohol and drug abuse patient records laws codified at 42 U.S.C. §290dd-2 and 42 CFR Part 2, and the Health Information Technology for Economics and Clinical Health Act (HITECH Act) adopted as part of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5).

10.0 Secretary's Authority Undiminished

Certain functions delegated to the County pursuant to this MOU are the duty and responsibility of the Department as the grantee of federal grant funds. The Parties understand and agree that nothing

in this MOU shall be construed to diminish, lessen, limit, share, or divide the authority of the Secretary of the Department to perform any of the duties assigned to the Department or its Secretary by the North Carolina General Statutes, the terms and conditions of the federal funds and their applicable laws and regulations or other federal laws and regulations regarding any federal funding which is used by the Department to reimburse the County for any of its duties under this MOU.

11.0 MOU does not Diminish Other Legal Obligations

Notwithstanding anything to the contrary contained herein and to facilitate the mandated performance requirements of N.C. Gen. Stat. § 108A-74, the Parties acknowledge and agree that this MOU is not intended to supersede or limit, and shall not supersede or limit, the County's obligations to comply with all applicable: 1) federal and state laws; 2) federal and state rules; and 3) policies, standards, and directions of the Department, as all such currently exist and may be amended, enacted, or established hereafter.

12.0 Notice

The persons named below shall be the persons to whom notices provided for in this MOU shall be given. Either Party may change the person to whom notice shall be given upon written notice to the other Party. Any notice required under this MOU will only be effective if actually delivered to the Parties named below. Delivery by hand, by first class mail, or by email are authorized methods to send notices.

For the Department of Health and Human Services, Division of Social Services

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Carla West, Division Director, Human Services NCDHHS 2417 Mail Services Center Raleigh, NC 27699-2001	Carla West NCDHHS Doretha Dix Campus, McBryde Building Phone: 919-855-4755 E-mail: carla.west@dhhs.nc.gov

For Perquimans County Department of Social Services:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Angela Jordan, Perquimans County Department of Social Services PO Box 107	Angela Jordan Perquimans County Department of Social Services

Hertford, NC 27944	103 Charles Street Hertford, NC 27944 Phone: 252-426-7373 Email: ajordan@perqdss.net
--------------------	---

13.0 Responsibilities of the Department

The Department hereby agrees that its responsibilities under this MOU are as follows:

- (1) The Department shall develop performance requirements for each social services program based upon standardized metrics utilizing reliable data. The performance requirements are identified in Attachments I and II.
- (2) The Department shall provide supervision, program monitoring and technical assistance to the counties in the administration of social services programs.
- (3) The Department shall provide leadership and coordination for developing strategies that address system-level barriers to the effective delivery of social services programs, including but not limited to: the Administrative Office of Courts, the LME/MCO, Department of Public Instruction, and the Department of Public Safety.
- (4) The Department shall have the following administrative responsibilities:
 - a. Staff Training and Workforce Development:
 - i. Develop training requirements for county personnel and provide guidance for adequate staffing patterns related to the provision of social services programs. The Department will publish annually, a list of required and recommended trainings for county personnel directly involved in the administration of social services programs covered under this MOU.
 - ii. Develop training curricula and provide, timely, adequate access to statewide training opportunities for county personnel related to the provision of social services programs. Training opportunities may include in-person, self-guided, web-based and remotely facilitated programs.
 - iii. The Department will publish a training calendar, at least quarterly, notifying the counties of training opportunities.
 - iv. Provide timely written guidance related to new federal or state statutes or regulations. The Department will provide information thirty days in advance of the effective date of new policy to the extent feasible or practicable, including interpretations and clarifications of existing policy.
 - v. Provide technical assistance and training in areas where quality control, monitoring or data indicates a lack of correct application of law, rule or policy.
 - b. Performance Monitoring:
 - i. Monitor and evaluate county compliance with applicable federal and state laws, rules and policies.
 - ii. Provide feedback to counties with recommended changes when necessary.
 - iii. Monitor that all financial resources related to the provision of social services programs covered by this MOU are utilized by the county in compliance with applicable federal and state laws.
 - c. Data Submission:

- i. Maintain and review data submitted by counties pursuant to the mandatory performance requirements.
 - ii. Provide counties with reliable data related to their performance requirements as well as accuracy and timeliness of programs in accordance with state and federal program guidelines. This includes but is not limited to processing applications and recertification, quality control standards, program statistics and fiscal information.
 - iii. The Department shall be responsible for the maintenance and functionality of its information systems utilized in the statewide administration of social services programs covered by this MOU.
 - d. Communication:
 - i. Provide counties with clarification or explanation of law, rule or policy governing social services programs when necessary or as requested.
 - ii. Disseminate policy on social services programs and provide counties with timely information on any updates to policy.
 - iii. Provide timely information to counties on any changes to federal law or policy made known to the Department.
 - iv. Provide counties with a timely response to requests for technical assistance or guidance.
 - v. Maintain all policies covering social services programs in a central, accessible location. Policies will be updated, to the extent possible, in advance of the effective date of any new policies or policy changes.
 - vi. Provide counties with an opportunity to submit questions, concerns and feedback related to the administration of social services programs to the Department and provide County a timely response to such communication.
 - vii. Communicate proactively with the County Director of Social Services on matters that affect social services programs covered under this MOU. Communication shall be timely, and alerts sent to counties to let them know of the upcoming changes.
 - viii. Communicate directly with the County Manager, Governing Boards, and the County Director of Social Services on matters including but not limited to, corrective action, and significant changes to law, rule and policy that impact the administration of social services programs covered by this MOU.
 - e. Inter-agency Coordination:
 - i. Provide guidance to counties in the event they are unable to reach a resolution on a conflict of interest that arises related to the provision of social services programs covered by this MOU.
 - ii. Provide guidance for county DSS personnel on federal and state Emergency Management, mass shelter, Business Continuity Plan (BCP) and Continuity of Operations Plan (COOP) requirements.
 - iii. Coordinate with and communicate to county DSS agencies regarding available and required training opportunities associated with DSS Mass Shelter, BCP and COOP responsibilities.
 - iv. Assist and support counties as needed in implementation of operational functions of mass shelter operations and as needed during other emergencies as they arise.
- (5) The Department shall timely meet all of its responsibilities contained in this MOU. "Timely" shall be defined consistent with timeliness requirements set forth in relevant

statute, regulation, and policy. Where timeliness is not otherwise defined, "timely" shall mean within a reasonable time under the circumstances.

14.0 Responsibilities of the County

The County hereby agrees that its responsibilities under this MOU are as follows:

- (1) The County shall adhere to the mandated performance requirements for each social services program as identified in Attachment I. The County will ultimately work toward achievement of the Standard Measure for all performance requirements set forth in Attachments I and II.
- (2) The County shall comply with the following administrative responsibilities:
 - a. Staff Requirements and Workforce Development:
 - i. The personnel, including new hires and existing staff, involved in the County's provision of social services programs covered by this MOU shall complete all required and necessary training, which is documented as required by federal and state law and policy.
 - b. Compliance:
 - i. Perform activities related to its social services programs in compliance with all applicable federal and State laws, rules, regulations and policies. Nothing contained herein is intended to, nor has the effect of superseding or replacing state law, rules or policy related to social services programs.
 - ii. Develop and implement internal controls over financial resources related to the County's social services programs to ensure that all financial resources are used in compliance with applicable federal and state laws.
 - iii. Provide and adhere to corrective action plans as required based on monitoring findings and the Single Audit.
 - c. Data Submission:
 - i. Maintain accurate, thorough records of all social services programs covered by this MOU, in particular, records related to the mandated performance requirements that can be accessed for the purpose of data collection, service provision, monitoring or consultation.
 - ii. Ensure reliable data entry into state systems utilized for the administration of social services programs covered under this MOU.
 - iii. Provide, upon request, data to the state for the purpose of, but not limited to, conducting monitoring, case file reviews, error analysis and quality control.
 - iv. Utilize data to understand the performance of their county and to conduct analysis and implement changes where needed if performance measures are not being met.
 - d. Communication:
 - i. Respond and provide related action in a timely manner to all communications received from the Department.
 - ii. Provide timely information on all matters that have a potential negative impact on the social services programs they administer, including but not limited to, litigation risks (not including child welfare cases governed by Chapter 7B or adult services cases governed by Chapter 35A or 108A), network and computer issues, or data breaches.
 - iii. Provide timely information regarding temporary or permanent changes to the Social Services Governing Board. or the County Social Services

Director, including retirements, separations, or any leaves of absence greater than two calendar weeks.

e. Inter-agency Cooperation:

- i. Ensure that county social services personnel complete required training and are prepared to engage in Disaster Management, mass shelter, BCP and COOP operations.
- ii. Ensure that all plans and systems are in place to meet potential disaster (natural, technical, otherwise) response requirements.
- iii. Engage with DHHS, state Emergency Management and local leadership in associated efforts.
- iv. Assist or operate mass shelter operations or other required disaster management responsibilities.

- (3) The County shall timely meet all its responsibilities contained in this MOU. "Timely" shall be defined consistent with timeliness requirements set forth in relevant statute, regulation, policy or as otherwise required by the Department. If timeliness is not otherwise defined, "timely" shall mean within a reasonable time under the circumstances.

15.0 Data Security and Reporting

Data Security: The County shall adopt and apply data privacy and security requirements to comply with all applicable federal, state, department and local laws, regulations, and rules. The Parties hereby adopt and incorporate the terms of the Data Sharing Agreement attached as Addendum A as if fully set forth herein.

Duty to Report: The County shall report all privacy and security incidents related to the provision of social services programs covered by the MOU to the Department and the Privacy and Security Office within twenty-four (24) hours after the privacy and security incident is first discovered, provided that the County shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the incident is first discovered. During the performance of this MOU, the County is to notify the Department of any contact by the federal Office for Civil Rights (OCR) received by the County related to the provision of social services programs covered by the MOU. In case of a privacy and security incident, the County, including any subcontractors or agents it retains, shall fully cooperate with the Department.

16.0 Miscellaneous

Choice of Law: The validity of this MOU and any of its terms or provisions, as well as the rights and duties of the Parties to this MOU, are governed by the laws of North Carolina. The Parties, by signing this MOU, agree and submit, solely for matters concerning this MOU, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this MOU and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This MOU may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Department and the County. The Parties agree to obtain any necessary approvals, if any, for any amendment prior

to such amendment becoming effective. Also, the Parties agree that legislative changes to state law shall amend this MOU by operation of law to the extent affected thereby.

Effective Date: This MOU shall become effective July 1, 2024 and shall continue in effect until June 30, 2026.

Signature Warranty: Each individual signing below warrants that he or she is duly authorized by the party to sign this MOU and to bind the party to the terms and conditions of this MOU.

Perquimans County

BY: _____
Name

TITLE: _____

DATE: _____

BY: _____
Name

TITLE: _____

DATE: _____

North Carolina Department of Health and Human Services

BY: _____
Secretary, Department of Health and Human Services

DATE: _____

ADDENDUM A: DATA SHARING MEMORANDUM OF AGREEMENT

Between

North Carolina Department of Health and Human Services

And

Perquimans County Department of Social Services

This Data Sharing Memorandum of Agreement (MOA) between the North Carolina Department of Health and Human Services (NC DHHS or Agency) and Perquimans County Department of Social Services (County) (and collectively with Agency referred to as the Parties) establishes the agreement between the Parties regarding the County's access to, and use and disclosure of, all confidential data and information provided by the Agency to the County, for purposes of administering North Carolina's public assistance and public service programs.

1. PURPOSE AND SCOPE

The purpose of this MOA is to identify certain roles and responsibilities of each party as it relates to the sharing and use of all confidential data and information provided by the Agency to the County in connection with the administration of North Carolina's public assistance programs as well as the County's administration and performance of other public services delegated to it by law (collectively referred to as NCDHHS Data). For purposes of this MOA, NCDHHS Data, includes, but is not limited to:

- a. Social Security Administration (SSA) data;
- b. Federal Tax Information (FTI) as defined in the current IRS Publication 1075, Tax Information Security Guidelines for Federal, State and Local Agencies (IRS Publication 1075);
- c. protected health information as defined by 45 CFR 160.103;
- d. personal information, as defined by the North Carolina Identity Theft Protect Act, N.C.G.S. § 75-61(10);
- e. identifying information, as defined by N.C.G.S. § 14-113.20(b); and
- f. names or other information concerning persons applying for or receiving public assistance or social services which are confidential pursuant to N.C.G.S. §108A- 80.

More specifically, the objectives of this MOA are to:

- Manage the information technology process and systems pertaining to the NCDHHS Data provided by the Agency to the County, and received by the County from the Agency, to ensure compliance with all applicable federal and state laws, regulations, standards and policies regarding the confidentiality, privacy and security of this NCDHHS Data.

- Enhance the County's secure receipt, access to, and use of NCDHHS Data provided by the Agency to the County.
- Allow the County to access and utilize NCDHHS Data provided by the Agency for purposes of administering North Carolina's public assistance and public service programs.

2. BACKGROUND

The Agency administers and oversees a variety of public assistance and public service programs for the State of North Carolina (collectively, Public Assistance Programs), including, but not limited to, the following:

- NC Medicaid Program
- NC Health Choice for Children (North Carolina's CHIP Program)
- Temporary Assistance for Needy Families
- Supplemental Nutrition Assistance Program
- NC Food and Nutrition Services (North Carolina's SNAP Program)
- Work First (North Carolina's Temporary Assistance for Needy Families program)
- Women, Infants and Children (WIC)
- Adult and Family Services
- Child Support Services
- Child Welfare Services

As part of its role pertaining to these Public Assistance Programs, the Agency receives, maintains, and stores certain data pertaining to applicants for, and recipients participating in, the Public Assistance Programs, which includes NCDHHS Data.

The County administers the daily operations of many of the Public Assistance Programs at the local level, in accordance with State and Federal law, and policies and rules adopted by the Agency. As part of its role pertaining to these Public Assistance Programs, the County accesses and utilizes certain data pertaining to applicants for, or recipients participating in, the Public Assistance Programs, which includes NCDHHS Data.

The Agency and the County agree to work cooperatively to ensure that NCDHHS Data is available to the County for purposes of administering North Carolina's Public Assistance Programs, and that the County accesses and utilizes NCDHHS Data in accordance with applicable federal and state laws, regulations, standards and policies governing confidentiality, privacy and security of the NCDHHS Data and the terms of this MOA. The parties acknowledge and agree that this MOA is intended to continue and renew and prior similar memorandum of agreement in place between the Parties which was effective on or about October 14, 2016.

3. AUTHORITY OF PARTIES

Each Party is an agency of the State of North Carolina and operating pursuant to its respective statutory authority and obligations. This MOA is authorized under the provisions of N.C.G.S. §§ 108A-25, 108A-54, and 153A-11 and Article 13 of Chapter 153A of the North Carolina General Statutes, and the implementing recommendations or regulations of these laws, if any. For the convenience of the Parties and avoidance of doubt, the Parties acknowledge and agree that NC DHHS is the "Agency" as such term is used in IRS Publication 1075, and that the County is a statutory agent but not a "contractor" or "agent" as such term is used in North Carolina statutory or common law. The Agency acknowledges it is authorized to receive and use FTI pursuant to 26 U.S.C. § 6103.

4. PARTIES' ROLES AND RESPONSIBILITIES

Pursuant and subject to this MOA, the Agency shall provide to the County NCDHHS Data pertaining to the Public Assistance Programs, through access to the Agency's information technology systems utilized in conjunction with the Public Assistance Programs. These information technology systems include, but are not limited to, the Agency's current NC FAST case management system (NC FAST), and the legacy information systems which preceded NC FAST (collectively, NCDHHS Information Systems). The NCDHHS Information Systems are secured via Agency access control mechanisms and related procedures, including, but not limited to, Resource Access Control Facility (RACF), North Carolina Identification (NCID), and Web Identity Role Management Portal (WIRM) (collectively, NCDHHS Access Controls).

All NCDHHS Data that the Agency provides to the County shall remain confidential and secure at all times. Confidentiality and security of this NCDHHS Data will be maintained by the County in accordance with all applicable federal and state laws, regulations, standards and policies governing this NCDHHS Data and in accordance with the terms of this MOA. Only appropriately authorized County employees and contractors whose job responsibilities require access to the NCDHHS Data will be granted access to the NCDHHS Data, through the NCDHHS Information Systems and NCDHHS Access Controls. Any data, records or other information shared through this MOA are protected from unauthorized use and disclosure and shall be accessed and used by the County solely for purposes of administering and operating the Public Assistance Programs.

NCDHHS agrees:

- a. To provide NCDHHS Data to the County through access to the NCDHHS Information Systems in strict accordance with the NCDHHS Access Controls and in accordance with the terms of this MOA.
- b. To allow the County to access and utilize the NCDHHS Data to administer and operate the Public Assistance Programs.

- c. To allow appropriately authorized County employees and contractors whose job responsibilities require access to the NCDHHS Data to access and utilize the NCDHHS Data through access to the NCDHHS Information Systems, to the extent needed to perform their job responsibilities.
- d. To work cooperatively with the County regarding County employee and contractor access to NCDHHS Data and NCDHHS Information Systems, and compliance with this MOA and applicable law.
- e. To be responsible for supervision of its own employees and contractors.

The County agrees:

- a. To grant access to NCDHHS Data through access to the NCDHHS Information Systems only to County employees and contractors authorized in strict accordance with the NCDHHS Access Controls and in accordance with the terms of this MOA. The County shall conduct background checks for individual employees prior to authorizing their access to FTI.
- b. To ensure the NCDHHS Data and NCDHHS Information Systems are accessed and utilized only for the purposes authorized by law and under this MOA in conjunction with the administration and operation of the Public Assistance Programs.
- c. To grant access to the NCDHHS Data only to appropriately authorized County employees and contractors whose job responsibilities require access to the NCDHHS Data, and only for purposes of administering and operating the Public Assistance Programs.
- d. To ensure NCDHHS data is available only to persons authorized by law and this MOA to access and use the NCDHHS Data.
- e. To ensure NCDHHS Information Systems are accessed only by persons authorized by law and this MOA to access the NCDHHS Information Systems.
- f. To obtain prior written permission from NCDHHS for the disclosure of any NCDHHS Data to any contractor. If NCDHHS approves disclosure of any NCDHHS Data to a County contractor, the County shall ensure the contractor is provided a copy of this MOA and signs a written agreement with the County acknowledging receipt of a copy of this MOA and agreeing to comply with the terms of this MOA as it relates to the contractor's access to NCDHHS Data.
- g. To obtain prior written permission from NCDHHS for granting access to any of the NCDHHS Information Systems to any contractor. If NCDHHS approves access of a contractor to any NCDHHS Information System, the County shall ensure the contractor is provided a copy of this MOA and signs a written agreement with the

County acknowledging receipt of a copy of this MOA and agreeing to comply with the terms of this MOA as it relates to the contractor's access to NCDHHS Information Systems.

- h. To ensure that all information technology systems receiving, storing, processing, or transmitting FTI meet the requirements in IRS Publication 1075, including the requirements set forth in Exhibit 7 to IRS Publication 1075, a copy of which is available at: <https://www.irs.gov/pub/irs-pdf/p1075.pdf>.
- i. To maintain a current list of employees and contractors authorized to access and utilize the NCDHHS Data provided by the Agency pursuant to this MOA, and to provide the Agency a copy of that list upon written request by the Agency.
- j. To submit, when requested by the Agency, a written certification that continuous security monitoring has been performed in accordance with applicable requirements. Additionally, the County will submit a written certification that all mainframe and network device configurations supporting the County environment is compliant with all applicable requirements. This certification will be provided to the Agency with supporting evidence, such as a recent vulnerability scan.
- k. At the Agency's request, the County will work with the IRS, Social Security Administration, or other federal agencies or their agents with respect to periodic safeguard and security reviews. The County will support the resolution of the Agency's finding based on a written plan satisfactory to both Parties.
- l. Upon notification from the IRS, Social Security Administration, other federal agencies, or the Agency of changes to functional and security specifications, the County will collaborate with the Agency to develop and implement plans to meet specified requirements in accordance with guidance and direction provided by the IRS and/or the Agency. The County will be responsible for costs arising from such modifications.
- m. To provide annual access and disclosure awareness and incident reporting training to its employees and any approved contractors that may have access to SSA data and/or FTI data (only certain functions in support of Child Support Enforcement may allow contractor access to FTI).
- n. To work cooperatively with the Agency regarding County employee or contractor access to NCDHHS Data and NCDHHS Information Systems, and compliance with this MOA and applicable law.
- o. To be responsible for supervision of its own employees and contractors.

5. ACCESS CONTROL

The County shall be responsible for reviewing, approving, delegating and monitoring access by County employees and any approved contractors to NCDHHS Data, in strict accordance with the NCDHHS Access Controls applicable to the NCDHHS Information Systems involved and in accordance with the terms of the MOA. In addition, the County will adhere to any written standard or guidelines provided by the Agency regarding management and implementation of the NCDHHS Access Controls, and access to the NCDHHS Information Systems, including, but not limited to, the information systems access control policy in the current version of the North Carolina Statewide Information Security Manual.

6. CONFIDENTIALITY AND SECURITY

The Agency and the County acknowledge and agree that the NCDHHS Data which the Agency provides to the County shall be classified as, and shall remain, "NCDHHS Data" or "State Data". At no time will the NCDHHS Data provided by the Agency ever be classified as County data.

The County acknowledges and agrees that in accessing, receiving, utilizing or otherwise dealing with the NCDHHS Data, it will safeguard and not use or disclose such NCDHHS Data except as provided in this MOA. The County shall protect the confidentiality of the NCDHHS Data in accordance with applicable federal and North Carolina laws, regulations, standards and guidelines, including, but not limited to the following:

- Privacy Act of 1974 (5 USC § 552a), as amended by the Computer Matching and Privacy Protection Act of 1988;
- IRS Publication 1075;
- Medicaid, 42 U.S.C. § 1396(a)(7), 42 CFR Part 431.300-307;
- Temporary Assistance to Needy Families, 42 U.S.C. § 602 (a)(1)(A)(iv);
- Supplemental Nutrition Assistance Program, 7 U.S.C. § 2020 (e)(8); 7 CFR Part 272.1(c);
- Social Security Act, 42 U.S.C. § 1396(a)(7);
- Social Security Administration Disclosure, 20 CFR Part 401;
- Child Support, 42 U.S.C. § 654(26);
- Public Assistance Programs (Public Welfare), 45 CFR Part 205.50; and U.S. Department of Labor Employment and Training Administration, 20 CFR Part 603;
- Health Information Portability and Accountability Act and HIPAA Privacy Rule, 45 CFR Part 160 and Subparts A and E of Part 164;
- North Carolina law governing confidentiality of, and access to, public assistance program data and records, including N.C. Gen. Stat. 108A-80 and implementing regulations; and
- North Carolina Identity Theft Protection Act, N.C. Gen. Stat. 75-60 et seq. and 132-1.10 and any implementing regulations.

The County acknowledges and agrees that some of the data elements included within the NCDHHS Data can be classified as "identifying information" within the meaning of N.C.G.S. § 14-113.20(b). In addition, the combination of certain data elements could classify the data elements as "personal information" within the meaning of N.C.G.S. § 75-61(10). Since the Agency and the County are subject to the North Carolina Identity Theft Protect Act requirements, N.C.G.S. § 132-1.10 and 75-65, the Agency and the County acknowledge and understand that the unauthorized disclosure, misuse, or loss of these certain data elements could subject the County and/or the Agency to security breach notification requirements.

The County shall safeguard and protect the security of the NCDHHS Data from loss, theft, or inadvertent disclosure, in accordance with applicable federal and North Carolina laws, regulations, standards and guidelines, and policies including, but not limited to the following:

- Federal Information Security Management Act of 2002 (44 USC 3541 et seq.);
- SSA's "Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with the Social Security Administration"
- IRS Publication 1075;
- Health Information Portability and Accountability Act and HIPAA Security Rule, 45 CFR Part 160 and Subparts A and C of Part 164; and
- National Institute of Standards and Technology guidelines.

In accordance with applicable federal and North Carolina statutes, regulations, standards, and policies, the County shall use appropriate physical and technological security safeguards to prevent re-disclosure of NCDHHS Data, and to protect NCDHHS Data in paper and/or electronic forms during transmission, storage or transport. The County shall use encryption during the data transmission process and shall protect NCDHHS Data on portable computers and devices through the use of applicable encryption and strong authentication procedures and other security controls to make NCDHHS Data unusable and inaccessible by unauthorized individuals.

The County shall monitor County employees' access to higher-risk NCDHHS Data elements such as Social Security numbers, dates of birth, and FTL. The County shall terminate access privileges to NCDHHS Data of County employees immediately when their employment has been terminated or their job responsibilities no longer require access.

The County shall dispose of paper and equipment containing NCDHHS Data in a secure manner in accordance with applicable law and information security NIST standards. At the request of the Agency, the County shall provide documentation of proper disposal of NCDHHS Data to NCDHHS.

The County shall implement procedures for detecting, investigating, reporting and responding to security incidents involving NCDHHS Data. The County shall implement an Incident Management Plan which will be the source for how to handle incident management involving NCDHHS Data, and the Incident Management Plan will be available to the Agency upon request.

The County shall evaluate and report all losses, misuse, or unauthorized disclosure of NCDHHS Data to the NCDHHS Privacy and Security Office without unreasonable delay. Any expenses incurred as a result of the loss, misuse, or unauthorized disclosure of NCDHHS Data by the County will be the responsibility of the County.

The County shall report any suspected or confirmed privacy or security breach or incident involving the NCDHHS Data to the NCDHHS Office of Privacy and Security via electronic mail and the Office's website: <http://www.ncdhhs.gov/about/administrative-divisions-offices/office-privacy-security>, within 24 hours after the suspected or confirmed breach is first discovered. The County shall report any suspected or confirmed privacy or security breach involving Social Security Administration or Federal Tax Information data to: (i) the NCDHHS Office of Privacy and Security via the online incident reporting tool at the link above, or if after normal business hours, (ii) the NCDHHS Chief Information Security Officer via the phone numbers listed at the link above, **IMMEDIATELY** and within 60 minutes after the suspected or confirmed privacy or security breach is first discovered. The County acknowledges and agrees that it must make immediate reports of any suspected or confirmed breach involving SSA or FTI data in the manner set forth above in order to enable the Agency to fulfill the Agency's obligation to report the suspected or confirmed breach to the SSA or IRS (as applicable) within one hour after it is first discovered. The County will collaborate and cooperate with the Agency regarding investigation, actions and potential remedies pertaining to any suspected or confirmed privacy or security breach or incident involving NCDHHS Data.

If the County experiences a security breach involving NCDHHS Data, the County will be responsible for providing notification to all affected persons. The County will collaborate and cooperate with the NCDHHS Office of Privacy and Security regarding the content and timing of notification prior to providing the notification. Any and all expenses incurred as a result of any suspected or confirmed security breach involving NCDHHS Data will be the responsibility of the County.

7. CONTACTS

The Parties mutually agree that the following named individuals will be designated as points of contact for the MOA on behalf of the Agency and the County:

For NCDHHS:

Pyreddy Reddy Chief Information Security officer N.C. DHHS Privacy and Security Office 695 Palmer Drive Raleigh, NC 27605 Phone: (919) 855-3090 Fax: (919) 733-1524 Email: pyreddy.reddy@dhhs.nc.gov	
--	--

For County:

Angela Jordan Director Perquimans County Department of Social Services 103 Charles Street Hertford, NC 27944 Phone: 252-426-7373 Fax: 252-426-1240 Email: ajordan@perqdss.net	
---	--

The Parties agree that if there is a change regarding the information in this section, the party making the change will notify the other party in writing of such change.

8. LIABILITY AND INDEMNIFICATION

Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina or the assumption by the State of any liability contrary to the laws and statutes of North Carolina. Each Party shall be responsible for its own liabilities and neither Party shall seek indemnification from the other.

This MOA shall inure to the benefit of and be binding upon the Parties hereto and their respective successors in the event of governmental reorganization pursuant to N.C.G.S. § 143A-6 or other authority.

9. MONITORING AND AUDITING

The IRS, SSA, any other federal agency or the Agency, with advance notice, shall have the right to send its officers and employees into the offices and facilities of the County for inspection of the County's facilities to ensure that adequate safeguards and security measures have been maintained as required by this MOA. Key areas to be inspected include record keeping, secure storage, limited access, disposal, and computer security systems such as those described in IRS Publication 1075. The County and the Agency will work together to correct any deficiencies identified during any internal inspection. The Agency may opt to utilize the County representatives for compliance validation.

The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and other applicable laws or regulations.

The NC DHHS Privacy and Security Office will conduct privacy and security assessments based on NIST Standards, Federal, State and DHHS Privacy and security requirements,

10. DURATION OF AGREEMENT AND MODIFICATION

This MOA is effective on January 1, 2024, and shall continue for an initial term of 18 months following the effective date, through and including June 30, 2026, after which it will be renewed automatically for up to two additional one-year terms, unless either party provides prior written notice to the other party of its intent not to renew the MOA within 90 days prior to the end of the current term.

The Parties shall review this MOA as deemed necessary by the Agency, or upon the written request of either the Agency or the County to the other party, or whenever a State or Federal statute is enacted that material affects the substance of this MOA, in order to determine whether it should be revised or renewed, as applicable.

Notwithstanding all other provisions of this MOA, the Parties agree that this MOA may be amended at any time by written mutual consent of both Parties.

11. GOVERNING LAW

The validity of this MOA and any of its terms or provisions, as well as the rights and duties of the parties to this MOA, are governed by the laws of North Carolina. The place of this MOA and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

12. OTHER PROVISIONS/SEVERABILITY

Nothing in this MOA is intended to conflict with current federal or state laws or regulations, or any governing policies of the County or the Agency. If any term of this MOA is found by any court or other legal authority, or is agreed by the Parties to be in

conflict with any law or regulation governing its subject, the conflicting term shall be considered null and void. The remaining terms and conditions of this MOA shall remain in full force and effect.

13. ENTIRE AGREEMENT

This MOA and any amendments hereto and any documents incorporated specifically by reference represent the entire agreement between the Parties and supersede all prior oral and written statements or agreements.

14. TERMINATION

The Parties may terminate this MOA at any time upon mutual written agreement. In addition, either party may terminate this MOA upon 90 days' advance written notice to the other party. Such unilateral termination will be effective 90 days after the date of the notice or at a later date specified in the notice. In the event this MOA is terminated unilaterally by the County, the Agency will suspend the flow of NCDHHS Data to the County until a superseding written agreement is executed by the Parties.

The Agency may immediately and unilaterally suspend the flow of NCDHHS Data to the County under this MOA, or terminate this MOA, if the Agency, in its sole discretion, determines that the County (including its employees, contractors and agents) has: (i) made an unauthorized use or disclosure of NCDHHS Data; (ii) provided unauthorized access to NCDHHS Information Systems; or (iii) violated or failed to follow the terms and conditions of this MOA.

Perquimans County
NC DPS - Community Programs - County Funding Plan

Available Funds: \$ 77,485 Local Match: \$ 8,820 Rate: 10%

DPS JCPC funds must be committed with a Program Agreement submitted in NC Allies and electronically signed by authorized officials.

#	Program Provider	DPS-JCPC Funding	LOCAL FUNDING			OTHER State/ Federal	OTHER Funds	Total	% Non- DPS/JCPC Program Revenue
			County Cash Match	Local Cash Match	Local In- Kind				
1	Perquimans County Schools-Teen Court, Community Service Restitution, STOP	\$77,485			\$8,820			\$86,305	10%
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									
TOTALS:		\$77,485			\$8,820			\$86,305	10%

The above plan was derived through a planning process by the Perquimans County
Juvenile Crime Prevention Council and represents the County's Plan for use of these funds in FY 2025-2026.

Amount of Unallocated Funds _____

Amount of funds reverted back to DPS _____

Discretionary Funds added _____

Hilton W. H. 4-11-25
Chairperson, Juvenile Crime Prevention Council (Date)

check type ☐ Initial plan ☐ update ☐ final

---DPS Use Only---

Reviewed by _____	Area Consultant	Date _____
Reviewed by _____	Program Assistant	Date _____
Verified by _____	Designated State Office Staff	Date _____

Chairperson, Board of County Commissioners (Date)
or County Finance Officer

JUVENILE 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 2025-2026 and FY 2026-2027

Membership

- | | |
|---|------------|
| A. Have the members of the Juvenile Crime Prevention Council been appointed by county commissioners? | <u>Yes</u> |
| B. Are members appointed for two-year terms and are those terms staggered? | <u>Yes</u> |
| C. Is membership reflective of social-economic and racial diversity of the community? | <u>Yes</u> |
| D. Does the membership of the Juvenile Crime Prevention Council reflect the required positions as provided by N.C.G.S. §143B-846? | <u>No</u> |

If not, which positions are vacant and why?

Person under the age of 21, member of the business community. Will work to seek youth for the upcoming school year.

Organization

- | | |
|---|----------------|
| A. Does the JCPC have written Bylaws? | <u>Yes</u> |
| B. Bylaws are | <u>On file</u> |
| C. Bylaws contain Conflict of Interest section per JCPC policy and procedure. | <u>Yes</u> |
| D. Does the JCPC have written policies and procedures for funding and review? | <u>Yes</u> |
| E. These policies and procedures | <u>On file</u> |
| F. Does the JCPC have officers and are they elected annually? | <u>Yes</u> |

Meetings

- | | |
|--|------------|
| A. JCPC meetings are considered open and public notice of meetings is provided. | <u>Yes</u> |
| B. Is a quorum defined as the majority of membership and required to be present in order to conduct business at JCPC meetings? | <u>Yes</u> |
| C. Does the JCPC meet six (6) times a year at a minimum? | <u>Yes</u> |
| D. Are minutes taken at all official meetings? | <u>Yes</u> |
| E. Are minutes distributed prior to or during subsequent meetings? | <u>Yes</u> |

Planning

- | | |
|--|------------|
| A. Does the JCPC conduct a biennial planning process which includes a needs assessment, monitoring of programs and funding allocation process? | <u>Yes</u> |
| B. Is this Biennial Plan presented to the Board of County Commissioners and to DPS? | <u>Yes</u> |
| C. Is the Funding Plan approved by the full council and submitted to Commissioners for their approval? | <u>Yes</u> |

Public Awareness

- | | |
|--|------------|
| A. Does the JCPC communicate the availability of funds to all public and private non-profit agencies which serve children or their families and to other interested community members?
<input checked="" type="checkbox"/> RFP, Distribution List, and Advertisement attached | <u>Yes</u> |
| B. Does the JCPC complete a biennial needs assessment and make that information available to agencies which serve children or their families, and to interested community members? | <u>Yes</u> |

No Overdue Tax Debt

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

JUVENILE CRIME PREVENTION COUNCIL CERTIFICATION STANDARDS

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

The council continues to work to fill vacant positions.

JUVENILE CRIME PREVENTION COUNCIL CERTIFICATION STANDARDS

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

Perquimans County - FY 25-26

Specified Members	Name	Title	Designee	Race	Gender
1) School Superintendent or designee	James Bunch	Assistant Superintendent	<input checked="" type="checkbox"/>	White	Male
2) Chief of Police or designee	VACANT				
3) Local Sheriff or designee	Shelby White	Sheriff		White	Male
4) District Attorney or designee	Kyle Jones	Assistant DA	<input checked="" type="checkbox"/>	White	Male
5) Chief Court Counselor or designee	Eva Anderson	Court Counselor Supervisor		Black or African-American	Female
6) Director, Local Management Entity/ Managed Care Organization (LME/MCO), or designee	Brittney Woodard	Regional DJJ Coordinator, Trillium	<input checked="" type="checkbox"/>	Black or African-American	Female
7) Director DSS or designee	Kanisha Mercer	CPS	<input checked="" type="checkbox"/>	Black or African-American	Female
8) County Manager or designee	Frank Heath	Manager		White	Male
9) Substance Abuse Professional	Nicole Elliot	Director		Black or African-American	Female
10) Member of Faith Community	Wonder Lewis	Pastor		Black or African-American	Female
11) County Commissioner	Joseph Hoffer	County Commissioner		Black or African-American	Male
12) A Person Under the Age of 21	VACANT				
13) A Person Under the Age of 21, or a member of the public representing the interests of families of at-risk juveniles	Kellen Whitehurst	Educator		Black or African-American	Male
14) Juvenile Defense Attorney	Brandon Belcher	Attorney		White	Male
15) Chief District Judge or designee	Hon. Meader Harriss	District Court Judge		White	Male
16) Member of Business Community	VACANT				
17) Local Health Director or designee	Molly Brown	Triple P Coord.	<input checked="" type="checkbox"/>	White	Female
18) Rep. United Way/other non-profit	Mireya Alvarado/ Ricky Winebarger	Albemarle Hopeline		Hispanic/Latino	Female
19) Representative/Parks and Rec	Howard Williams	Director		White	Male
20) County Commissioner appointee	Ed Hall	Director of JJ Systems Engagement		Black or African-American	Male
21) County Commissioner appointee	Gabi Corprew	Public Health Education Specialist		White	Female
22) County Commissioner appointee	Jeremy Pearsall	Detention Center Director		White	Male
23) County Commissioner appointee	Kim Parker	District Social Worker		Black or African-American	Female

JUVENILE CRIME PREVENTION COUNCIL CERTIFICATION STANDARDS

Specified Members	Name	Title	Designee	Race	Gender
24) County Commissioner appointee	Michelle Lawrence	Librarian		White	Female
25) County Commissioner appointee	Rachael Hoar	PQ Schools Psychologist		White	Female
26) County Commissioner appointee	Shatasha Miller	Youth Development Coordinator		Black or African- American	Female



REBECCA T. CORPREW
CLERK TO BOARD

W. FRANK HEATH, III
COUNTY MANAGER

PERQUIMANS COUNTY BOARD OF COMMISSIONERS

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

IV.F.3. - Page 1

WALLACE E. NELSON
CHAIRMAN

CHARLES WOODARD
VICE CHAIRMAN

TIMOTHY J. CORPREW

JOSEPH W. HOFFLER

KATHRYN M. TREIBER

JAMES W. WARD

W. HACKNEY HIGH, JR.
COUNTY ATTORNEY

Older Americans Month 2025 A PROCLAMATION

Whereas, May is Older Americans Month, a time for us to recognize and honor Perquimans County older adults and their immense influence on every facet of American society; and

Whereas, through their wealth of life experience and wisdom, older adults guide our younger generations and carry forward abundant cultural and historical knowledge; and

Whereas, older Americans improve our communities through intergenerational relationships, community service, civic engagement, and many other activities; and

Whereas, communities benefit when people of all ages, abilities, and backgrounds have the opportunity to participate and live independently; and

Whereas, Perquimans County must ensure that older Americans have the resources and support needed to stay involved in their communities — reflecting our commitment to inclusivity and connectedness; and

Now, therefore, The Board of Commissioners of Perquimans County do hereby proclaim May 2025 as Older Americans Month. This year's theme, "Flip the Script on Aging," focuses on transforming how society perceives, talks about, and approaches aging. It encourages individuals and communities to challenge stereotypes and dispel misconceptions.

Perquimans County calls upon all residents to join me in recognizing the contributions of our older citizens and promoting programs and activities that foster connection, inclusion, and support for older adults.

Dated on this 5th day of May 2025.

Perquimans County Board of Commissioners

(SEAL)

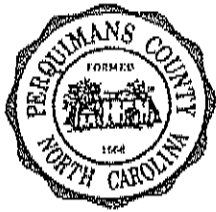
Attest:

Wallace E. Nelson, Chairman

Rebecca T. Corprew, Clerk to the Board

Perquimans County's Vision:

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



REBECCA T. CORPREW
CLERK TO BOARD

W. FRANK HEATH, III
COUNTY MANAGER

PERQUIMANS COUNTY BOARD OF COMMISSIONERS

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

IV.F.4. - Page 1

WALLACE E. NELSON
CHAIRMAN

CHARLES WOODARD
VICE CHAIRMAN

TIMOTHY J. CORPREW

JOSEPH W. HOFFLER

KATHRYN M. TREIBER

JAMES W. WARD

W. HACKNEY HIGH, JR.
COUNTY ATTORNEY

World Elder Abuse Awareness Day: Building Strong Support for Elders A PROCLAMATION

WHEREAS: Older adults deserve to be treated with respect and dignity to enable them to serve as leaders, mentors, volunteers and vital participating members of our communities.

WHEREAS: In 2006, the International Network for the Prevention of Elder Abuse, in support of the United Nations International Plan of Action, proclaimed a day to recognize the significance of elder abuse as a public health and human rights issue; and

WHEREAS: 2025 marks the 19th Annual World Elder Abuse Awareness Day. Its recognition will promote a better understanding of abuse and neglect of older adults; and

WHEREAS: The National Center on Elder Abuse (NCEA), Albemarle Commission Area Agency on Aging and insert county name recognize the importance of taking action to raise awareness, prevent and address elder abuse; and

WHEREAS: As our population lives longer, we are presented with an opportunity to think about our collective needs and future as a nation; and

WHEREAS: Ageism and social isolation are major causes of elder abuse in the United States; and

WHEREAS: Recognizing that it is up to all of us, to ensure that proper social structures exist so people can retain community and societal connections, reducing the likelihood of abuse; and

WHEREAS: Preventing abuse of older adults through maintaining and improving social support like senior centers, human services and transportation will allow everyone to continue to live as independently as possible and contribute to the life and vibrancy of our communities; and

WHEREAS: Where there is justice there can be no abuse; therefore, NCEA urges all people to restore justice by honoring older adults.

WHEREAS: Join us in our engaging and empowering movement and put an end to abuse.

THEREFORE: The County of Perquimans hereby proclaims June 15, 2025 as World Elder Abuse Awareness Day in Perquimans County and encourage all of our communities to recognize and celebrate older adults and their ongoing contributions to the success and vitality of our country.

Dated on this 5th day of May 2025.

Perquimans County Board of Commissioners

(SEAL)

Attest:

Wallace E. Nelson, Chairman

Rebecca T. Corprew, Clerk to the Board

Perquimans County's Vision:

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



REBECCA T. CORPREW
CLERK TO BOARD

W. FRANK HEATH, III
COUNTY MANAGER

PERQUIMANS COUNTY BOARD OF COMMISSIONERS

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

WALLACE E. NELSON
CHAIRMAN

CHARLES WOODARD
VICE CHAIRMAN

TIMOTHY J. CORPREW

JOSEPH W. HOFFLER

KATHRYN M. TREIBER

JAMES W. WARD

W. HACKNEY HIGH, JR.
COUNTY ATTORNEY

RESOLUTION AUTHORIZING SALE OF CERTAIN SURPLUS COUNTY PROPERTY

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

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

1. The following described vehicles are hereby declared to be surplus to the needs of the County:

<u>Model Year</u>	<u>Make</u>	<u>Model</u>	<u>VIN</u>	<u>Department</u>
2015	Dodge	Charger	2C3CDXAT4FH928938	Sheriff's Office

2. The County Manager is hereby authorized and directed to proceed on behalf of the Perquimans County Board of Commissioners to sell these vehicles on GovDeals.

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

4. The County Manager, in accordance with State law, shall cause a summary of this resolution to be posted on bulletin board at Courthouse and place it on the County's website and Facebook page. After not less than ten (10) days from the date of publication, the County Manager is authorized to sell the above-described property to the highest bidder.

Adopted this the 5th day of May, 2025.

Wallace E. Nelson, Chairman
Perquimans County Board of Commissioners

ATTEST:

SEAL

Rebecca T. Corprew, Clerk to the Board



REBECCA CORPREW
CLERK TO BOARD

W. FRANK HEATH, III
COUNTY MANAGER

PERQUIMANS COUNTY BOARD OF COMMISSIONERS

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

IX.A. - Page 1
WALLACE E. NELSON
CHAIRMAN
CHARLES WOODARD
VICE CHAIRMAN
TIMOTHY J. CORPREW
JOSEPH W. HOFFLER
KATHRYN M. TREIBER
JAMES W. WARD
W. HACKNEY HIGH, JR.
COUNTY ATTORNEY

Resolution of the Perquimans County Board of Commissioners Opposing North Carolina House Bill 765 (2025 Session): An Act to Reform Local Government Development Regulations In This State

WHEREAS, North Carolina House Bill 765, titled "An Act to Reform Local Government Development Regulations In This State," was introduced in the 2025 legislative session to enact sweeping changes affecting local government planning, zoning, and development regulations; and

WHEREAS, the bill proposes significant alterations to local governance structures, including modifications to extraterritorial jurisdiction boundaries, annexation procedures, and the authority of local governments over development regulations; and

WHEREAS, the bill further imposes a requirement that local governments must develop and publish a fiscal note for any new, amended, or repealed ordinance affecting development, regardless of scale or impact; and

WHEREAS, this fiscal note requirement places an undue administrative and financial burden on local governments-particularly small or rural jurisdictions with limited staff and resources-hindering their ability to respond efficiently to community needs and policy priorities; and

WHEREAS, such requirements could delay essential updates to development ordinances and discourage proactive planning efforts, ultimately interfering with municipalities' and counties' ability to manage growth effectively and equitably; and

WHEREAS, the bill's provisions risk undermining local autonomy and community-specific planning practices by imposing uniform state mandates that may not reflect the diverse needs and contexts of North Carolina's municipalities and counties; and

NOW, THEREFORE, BE IT RESOLVED, that the Perquimans County Board of Commissioners formally opposes North Carolina House Bill 765 and urges the General Assembly to reconsider the bill's provisions in favor of legislation that respects local authority, reduces regulatory burdens, and promotes flexible, community-driven development strategies; and

BE IT FURTHER RESOLVED, that Perquimans County Board of Commissioners encourages state lawmakers to work collaboratively with local governments to craft policies that support responsible growth, administrative efficiency, and long-term sustainability across North Carolina. Furthermore, the Perquimans County Board of Commissioners encourages its citizens, businesses, property owners, and sister municipalities in communicating with their representatives and share their concerns regarding HB 765 and similar proposed legislation.

Adopted this the 5th day of May, 2025

Perquimans County Board of Commissioners

(SEAL)

Wallace E. Nelson, Chairman

Attest:

Rebecca Corprew, Clerk to the Board

Perquimans County's Vision:

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



REBECCA T. CORPREW
CLERK TO BOARD

W. FRANK HEATH, III
COUNTY MANAGER

PERQUIMANS COUNTY BOARD OF COMMISSIONERS

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

WALLACE E. NELSON
CHAIRMAN

CHARLES WOODARD
VICE CHAIRMAN

TIMOTHY J. CORPREW

JOSEPH W. HOFFLER

KATHRYN M. TREIBER

JAMES W. WARD

W. HACKNEY HIGH, JR.
COUNTY ATTORNEY

A RESOLUTION BY THE COUNTY OF PERQUIMANS TO DIRECT THE EXPENDITURE OF OPIOID SETTLEMENT FUNDS

WHEREAS Perquimans County has joined national settlement agreements with companies engaged in the manufacturing, distribution, and dispensing of opioids.

WHEREAS the allocation, use, and reporting of funds stemming from these national settlement agreements and bankruptcy resolutions ("Opioid Settlement Funds") are governed by the Memorandum of Agreement Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation ("MOA") and the Supplemental Agreement for Additional Funds from Additional Settlements of Opioid Litigation ("SAAF");

WHEREAS Perquimans County has received Opioid Settlement Funds pursuant to these national settlement agreements and deposited the Opioid Settlement Funds in a separate special revenue fund as required by section D of the MOA;

WHEREAS section E.6 of the MOA states that, before spending opioid settlement funds, the local government's governing body must adopt a resolution that:

- (i) indicates that it is an authorization for expenditure of opioid settlement funds; and,
- (ii) states the specific strategy or strategies the county or municipality intends to fund pursuant to Option A or Option B, using the item letter and/or number in Exhibit A or Exhibit B to identify each funded strategy; and,
- (iii) states the amount dedicated to each strategy for a specific period of time.

NOW, THEREFORE BE IT RESOLVED, in alignment with the NC MOA and SMF, Perquimans County authorizes the expenditure of opioid settlement funds as follows:

- 1. First strategy authorized
 - a. Collaborative Strategic Planning- Full-Time Program Coordinator
 - b. Strategy is included in Exhibit A
 - c. Item letter and/ or number in Exhibit A or Exhibit B to the MOA: 1
 - d. Amount authorized for this strategy: \$ 42,000
 - e. Period of time during which expenditure may take place:
Start date July 1, 2025, through End date June 30, 2026
 - f. Description of the program, project, or activity: Support payroll for the Mobile Integrated Healthcare (MIH) Coordinator. The position is responsible for managing the Perquimans County MIH Program and Post-Overdose Response.

Resolution to Direct the Expenditure of Opioid Settlement Funds

Page Two May 5, 2025

The MIH Coordinator will oversee the formation and steering of an opioid settlement committee consisting of: A County Commissioner, a representative from each of the town councils, emergency services, the health department, the department of social services, the school system, a payer, law enforcement, business leaders, faith-based organizations, person(s) with "lived experience", and members from each of our communities where behavioral health-related responses are. The MIH Coordinator will obtain feedback from partners as to potential program goals and implement strategies for the accomplishment of said goals. The MIH Coordinator will ensure compliance with local, state, and federal regulations as they apply to opioid settlements and the expenditure of funds. The MIH Coordinator will work to develop strategies for early intervention, recovery support services, and collaborative strategic planning. The MIH Coordinator will follow up with survivors of opioid overdose and, if necessary, refer them to appropriate support agencies.

- g. Provider: Perquimans County Emergency Services – EMS Division

2. Second strategy authorized

- a. Name of strategy: Post-Overdose Response Team
- b. Strategy is included in Exhibit A
- c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: Strategy 8
- d. Amount authorized for this strategy: \$62,000
- e. Period of time during which expenditure may take place:
Start date July 1, 2025, through End date June 30, 2026

- f. Description of the program, project, or activity: Support payroll for the Mobile Integrated Healthcare (MIH) Coordinator. The position is responsible for managing the Perquimans County MIH Program and Post-Overdose Response. The MIH Coordinator will assist with the management of the opioid settlement committee, obtain feedback from partners as to potential program goals, and implement strategies for the accomplishment of said goals. The MIH Coordinator will ensure compliance with local, state, and federal regulations as they apply to opioid settlements and the expenditure of funds. The MIH Coordinator will work to develop strategies for early intervention, recovery support services, and collaborative strategic planning. The MIH Coordinator will follow up with survivors of opioid overdose and, if necessary, refer them to appropriate support agencies. Support payroll for a part-time provider to assist the MIH Coordinator in coordinating resources and engaging in community outreach activities.

- g. Provider: Perquimans County Emergency Services – EMS Division

3. Third authorized strategy

- a. Name of strategy: Naloxone Distribution
- b. Strategy is included in Exhibit A
- c. Item letter and/or number in Exhibit A or Exhibit B to the MOA: Strategy 7
- d. Amount authorized for this strategy: \$10,000
- e. Period of time during which expenditure may take place:
Start date July 1, 2025 through End date June 30, 2026

- f. Description of the program, project, or activity: Purchase and distribute Naloxone to local law enforcement, fire department personnel, EMS, and community members

- g. Provider: Perquimans County Emergency Services - EMS Division

Resolution to Direct the Expenditure of Opioid Settlement Funds

Page Three May 5, 2025

The total dollar amount of Opioid Settlement Funds appropriated across the above-named and authorized strategies is \$104,00.

Adopted this the 5th day of May, 2025.

Wallace Nelson, Chairman
Perquimans County Board of Commissioners

ATTEST:

Rebecca T. Corprew, Clerk to the Board

Perquimans County's Vision:

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



REBECCA T. CORPREW
CLERK TO BOARD

W. FRANK HEATH, III
COUNTY MANAGER

PERQUIMANS COUNTY BOARD OF COMMISSIONERS

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

IX.C. - Page 1

WALLACE E. NELSON
CHAIRMAN

CHARLES WOODARD
VICE CHAIRMAN

TIMOTHY J. CORPREW

JOSEPH W. HOFFLER

KATHRYN M. TREIBER

JAMES W. WARD

W. HACKNEY HIGH, JR.
COUNTY ATTORNEY

RESOLUTION ADOPTING THE ALBEMARLE REGIONAL HAZARD MITIGATION PLAN

WHEREAS, the citizens and property within Perquimans County are subject to the effects of natural hazards that pose threats to lives and cause damage to property, and with the knowledge and experience that certain areas of the region are particularly vulnerable to drought, excessive heat, hurricane and coastal hazards, thunderstorm, tornado, winter weather, flooding, wildfire, hazardous substances, cyber threat, terrorism, and infrastructure failure; and

WHEREAS, the County and participating municipal jurisdictions desire to seek ways to mitigate the impact of identified hazard risks; and

WHEREAS, the Legislature of the State of North Carolina has in Article 5, Section 160D-501 of Chapter 160D of the North Carolina General Statutes, delegated to local governmental units the responsibility to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Legislature of the State of North Carolina has enacted General Statute Section 166A-19.41 (*State emergency assistance funds*) which provides that for a state of emergency declared pursuant to G.S. 166A-19.20(a) after the deadline established by the Federal Emergency Management Agency pursuant to the Disaster Mitigation Act of 2002, P.L. 106-390, the eligible entity shall have a hazard mitigation plan approved pursuant to the Stafford Act; and.

WHEREAS, Section 322 of the Federal Disaster Mitigation Act of 2000 states that local governments must develop an All-Hazards Mitigation Plan in order to be eligible to receive future Hazard Mitigation Grant Program Funds and other disaster-related assistance funding and that said Plan must be updated and adopted within a five-year cycle; and

WHEREAS, Perquimans County has performed a comprehensive review and evaluation of each section of the previously approved Hazard Mitigation Plan and has updated the said plan as required under regulations at 44 CFR Part 201 and according to guidance issued by the Federal Emergency Management Agency and the North Carolina Division of Emergency Management.

WHEREAS, it is the intent of the Board of Commissioners of Perquimans County to fulfill this obligation so that Perquimans County will be eligible for federal and state assistance in the event that a state of disaster is declared for a hazard event affecting the County;

NOW, THEREFORE, be it resolved that the Board of Commissioners of Perquimans County hereby:

1. Adopts the Albemarle Regional Hazard Mitigation Plan.
2. Vests Perquimans County with the responsibility, authority, and the means to:

Perquimans County's Vision:

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

- (a) Inform all concerned parties of this action.
- (b) Cooperate with Federal, State and local agencies and private firms which undertake to study, survey, map and identify floodplain areas, and cooperate with neighboring communities with respect to management of adjoining floodplain areas in order to prevent exacerbation of existing hazard impacts.

3. Appoints Perquimans County Emergency Management to assure that the Hazard Mitigation Plan is reviewed annually and every five years as specified in the Plan to assure that the Plan is in compliance with all State and Federal regulations and that any needed revisions or amendments to the Plan are developed and presented to the Perquimans County Board of Commissioners for consideration.

4. Agrees to take such other official action as may be reasonably necessary to carry out the objectives of the Hazard Mitigation Plan.

Adopted this 5th day of May, 2025.

Wallace E. Nelson, Chairman
Perquimans County Board of Commissioners

Attest:

Rebecca Corpew, Clerk
Perquimans Board of Commissioners

Certified by: _____ (SEAL)

Date: _____

Perquimans County's Vision:

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

§ 143-318.11. Closed sessions.

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

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

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

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

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

FOR
INFORMATION
ONLY
ITEMS

DEPARTMENT HEAD REPORTS

SURVEYOR'S NAME PLAT TITLE	SURVEYOR'S PHONE # ADDRESS	DATE IN DATE OUT	APPROVAL YES/NO	COMMENTS
TA STOKELY	X	4-1-2025	X	RECOMBINATION A PORTION OF 3-0068-00002B & 3-0068-00002 4.48 ACRES
TAMMI B PROCTOR				
TA STOKELY	X	4-4-2025	X	SUBDIVISION OF 4-D077-204A-SLE
DENNIS AUTREY				LOT 204 2.53 ACRES LOT 205 2.47 ACRES
SL CARDWELL	X	4-8-2025	X	SUBDIVISION OF 4-0054-0015 1.00 ACRE
DORIS R GOODREY				
JOSIAH A WEBB	X	4-14-2025	X	SUBDIVISION OF 4-0053-0110 2.374 ACRES
MOLLIE Y FOREHAND				
TA STOKELY	X	4-16-2025	X	SUBDIVISION OF A PORTION 2-0072-0144A & 2-0072-0001 1.00 ACRE
WK COPELAND BUILDERS				
TIMMONS GROUP	X	4-24-2025	X	EXEMPT SUBDIVISION 1-0007-0029B 47.53 ACRES
THOMAS E STEVENSON, JR				

BISSELL SURVEYING PO BOX 168 KITTY HAWK, NC 27949 (252)261-3266	J H MILLER JR. 168 COTTONWOOD DRIVE HERTFORD, NC 27944 339-6932	MCKIM & CREED 504 E ELIZABETH ST STE ELIZABETH CITY, NC 2790 338-2929	ROBEY 215 B STREE CAMDEN, NC 27921 335-1888	SCOTT TEMPLE PO BOX 422 ELIZABETH CITY, NC 27907 303-4016
BOWMAN CONSULTING PAUL J TOTI 131 MAIN STREET GATESVILLE, NC 279 357-1581	EUGENE JORDAN 402 SIGN PINE ROAD TYNER, NC 27980 221-4795	MARK PRUDEN 146 OAK GROVE ROAD EDENTON, NC 27932 482-7804	GLORIA ROGERS 215 B STREET CAMDEN, NC 27921 338-1415/333-8781	SL CARDWELL SURVEYING 1206 FRANCIS STREET ELIZABETH CITY, NC 27909 338-6328
CHARLES E BROWN, III 2005 JOHNSON ROAD ELIZABETH CITY, NC 27909 335-0928	PAT MCDOWELL PO BOX 391 ELIZABETH CITY, NC 27909 338-4161	RACKLEY SURVEYING 1015 MACEY JO COURT ELIZABETH CITY, NC 27909 (252)679-7670	SAUNDERS SURVEYING 510 AVENURE ROAD BLACK MOUNTAIN, NC 28711 (828) 669-2777	TIMMONS GROUP 1805 W CITY DR UNIT E ELIZABETH CITY, NC 27909 (252)621-5030
TONY WEBB PO BOX 381 EDENTON, NC 27932	(252)482-3066			



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

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

**PERQUIMANS COUNTY
TAX DEPARTMENT**

Enforced Collections- April 2025

GARNISHMENTS: \$2,500.24

PAYMENT AGREEMENTS: \$18,974.39

DEBT SETOFFS: \$3,154.75

Permit Report

4/1/2025 - 4/28/2025

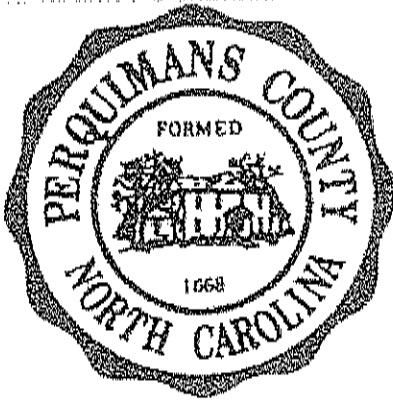
Permit Date	Permit #	Permit Type	Location	Project Cost	Total Fees	Outstanding Balance	Total Payments
				1,195	\$55.00	\$0.00	\$55.00
4/1/2025	5372	Mechanical	County		\$75.00	\$0.00	\$75.00
4/1/2025	5369	Building	County	5,720	\$60.00	\$0.00	\$60.00
4/1/2025	5363	Plumbing	County	700	\$375.00	\$0.00	\$375.00
4/1/2025	5361	Building	Hertford	132,000	\$75.00	\$0.00	\$75.00
4/1/2025	5355	Mechanical	Winfall	25,000		\$0.00	
4/1/2025	5351	Building	County	0		\$0.00	
4/1/2025	5290	Building	County	305,765	\$554.00	\$0.00	\$554.00
4/1/2025	5377	Electrical	County	800	\$100.00	\$0.00	\$100.00
4/2/2025	5376	Plumbing	County	6,600	\$110.00	\$0.00	\$110.00
4/2/2025	5375	Electrical	County	1,000	\$50.00	\$0.00	\$50.00
4/2/2025	5374	Mechanical	County	12,829	\$75.00	\$0.00	\$75.00
4/2/2025	5373	Plumbing	County	45,000	\$260.00	\$0.00	\$260.00
4/2/2025	4558	Plumbing	County	2,000	\$100.00	\$0.00	\$100.00
4/2/2025	5383	Plumbing	County	35,000	\$250.00	\$0.00	\$250.00
4/3/2025	5382	Building	County	299,727		\$0.00	
4/3/2025	5381	Mechanical	County	9,998	\$55.00	\$0.00	\$55.00
4/3/2025	5380	Electrical	County	5,000	\$165.00	\$0.00	\$165.00
4/3/2025	5379	Electrical	County	4,000	\$70.00	\$0.00	\$70.00
4/3/2025	5378	Electrical	County	500	\$50.00	\$0.00	\$50.00
4/4/2025	5390	Building	County	6,800	\$125.00	\$0.00	\$125.00
4/4/2025	5389	Mechanical	Hertford	5,899	\$75.00	\$0.00	\$75.00
4/4/2025	5388	Mechanical	County	9,634	\$75.00	\$0.00	\$75.00
4/4/2025	5387	Mechanical	County	40,000	\$150.00	\$0.00	\$150.00
4/4/2025	5386	Building	County	264,000		\$0.00	
4/4/2025	5385	Electrical	County	800	\$50.00	\$0.00	\$50.00
4/7/2025	5403	Building	County	34,000	\$75.00	\$0.00	\$75.00
4/7/2025	5402	Electrical	County	7,000	\$30.00	\$0.00	\$30.00
4/7/2025	5401	Building	Hertford	19,000	\$253.00	\$0.00	\$253.00
4/7/2025	5400	Mechanical	County	8,500	\$75.00	\$0.00	\$75.00
4/7/2025	5399	Electrical	County	7,500	\$312.00	\$0.00	\$312.00
4/7/2025	5398	Electrical	County	1,100	\$0.00	\$0.00	
4/7/2025	5397	Electrical	County	1,500	\$0.00	\$0.00	
4/7/2025	5396	Building	County	86,350	\$150.00	\$0.00	\$150.00
4/7/2025	5395	Building	County	74,500	\$1,046.00	\$0.00	\$1,046.00
4/7/2025	5394	Building	County	4,100	\$75.00	\$0.00	\$75.00
4/7/2025	5393	Plumbing	County	10,800	\$170.00	\$0.00	\$170.00
4/7/2025	5392	Electrical	County	2,500	\$50.00	\$0.00	\$50.00
4/7/2025	5391	Electrical	County	24,000	\$762.00	\$0.00	\$762.00
4/7/2025	5234	Building	County	62,222	\$100.00	\$0.00	\$100.00
4/8/2025	5406	Mechanical	County	7,500	\$75.00	\$0.00	\$75.00
4/8/2025	5405	Mechanical	Hertford	8,441	\$75.00	\$0.00	\$75.00
4/8/2025	5404	Electrical	County	100	\$50.00	\$0.00	\$50.00
4/9/2025	5412	Electrical	County	8,200	\$120.00	\$0.00	\$120.00
4/9/2025	5411	Electrical	County	4,000	\$70.00	\$0.00	\$70.00
4/9/2025	5410	Electrical	Hertford	500	\$50.00	\$0.00	\$50.00
4/9/2025	5409	Building	County	6,800	\$75.00	\$0.00	\$75.00
4/9/2025	5408	Building	County	192,613	\$828.00	\$0.00	\$828.00
4/9/2025	5407	Electrical	County	250	\$0.00	\$0.00	
4/10/2025	5422	Plumbing	County	400	\$60.00	\$0.00	\$60.00
4/10/2025	5420	Plumbing	County	450	\$55.00	\$0.00	\$55.00

4/10/2025	5418	Plumbing	County	1,200	\$65.00	\$0.00	\$65.00
4/10/2025	5417	Plumbing	County	2,400	\$65.00	\$0.00	\$65.00
4/10/2025	5416	Plumbing	County	1,252	\$65.00	\$0.00	\$65.00
4/10/2025	5415	Plumbing	Winfall	340,870		\$0.00	
4/10/2025	5414	Electrical	County	600	\$50.00	\$0.00	\$50.00
4/10/2025	5413	Electrical	County	1,000		\$0.00	
4/11/2025	5429	Electrical	Hertford	4,800	\$110.00	\$0.00	\$110.00
4/11/2025	5428	Mechanical	County	5,350	\$75.00	\$0.00	\$75.00
4/11/2025	5427	Plumbing	County	3,500	\$50.00	\$0.00	\$50.00
4/11/2025	5426	Plumbing	County	2,500	\$60.00	\$0.00	\$60.00
4/11/2025	5425	Plumbing	County	12,000	\$75.00	\$0.00	\$75.00
4/11/2025	5424	Building	County	19,000	\$75.00	\$0.00	\$75.00
4/11/2025	5423	Building	County	100,000	\$525.00	\$0.00	\$525.00
4/14/2025	5434	Electrical	County	1,500	\$50.00	\$0.00	\$50.00
4/14/2025	5433	Plumbing	County	500	\$50.00	\$0.00	\$50.00
4/14/2025	5432	Electrical	County	14,000	\$410.00	\$0.00	\$410.00
4/14/2025	5431	Mechanical	County	3,871	\$75.00	\$0.00	\$75.00
4/14/2025	5430	Electrical	County	700	\$110.00	\$0.00	\$110.00
4/14/2025	5275	Plumbing	Hertford	0		\$0.00	
4/15/2025	5437	Mechanical	County	6,593	\$75.00	\$0.00	\$75.00
4/15/2025	5436	Building	Hertford	60,000	\$100.00	\$0.00	\$100.00
4/15/2025	5435	Plumbing	County	5,000	\$50.00	\$0.00	\$50.00
4/16/2025	5443	Plumbing	County	10,000	\$210.00	\$0.00	\$210.00
4/16/2025	5442	Mechanical	County	1,200	\$0.00	\$0.00	
4/16/2025	5441	Mechanical	County	1,200	\$0.00	\$0.00	
4/16/2025	5440	Mechanical	County	1,200	\$0.00	\$0.00	
4/16/2025	5439	Electrical	County	12,000	\$613.00	\$0.00	\$613.00
4/16/2025	5438	Mechanical	Hertford	5,500	\$75.00	\$0.00	\$75.00
4/17/2025	5451	Plumbing	Hertford	1,000	\$60.00	\$0.00	\$60.00
4/17/2025	5450	Plumbing	County	500	\$55.00	\$0.00	\$55.00
4/17/2025	5449	Plumbing	Hertford	500	\$55.00	\$0.00	\$55.00
4/17/2025	5448	Plumbing	County	3,000	\$80.00	\$0.00	\$80.00
4/17/2025	5447	Plumbing	County	2,000	\$90.00	\$0.00	\$90.00
4/17/2025	5446	Plumbing	County	2,000	\$60.00	\$0.00	\$60.00
4/17/2025	5445	Mechanical	County	5,000	\$75.00	\$0.00	\$75.00
4/17/2025	5444	Electrical		400		\$0.00	
4/18/2025	5454	Plumbing	County	16,965	\$180.00	\$0.00	\$180.00
4/18/2025	5453	Plumbing	County	17,828	\$180.00	\$0.00	\$180.00
4/18/2025	5452	Plumbing	County	16,965	\$180.00	\$0.00	\$180.00
4/19/2025	5455	Electrical	County	1,500	\$102.00	\$0.00	\$102.00
4/21/2025	5463	Plumbing	Hertford	13,000	\$180.00	\$0.00	\$180.00
4/21/2025	5462	Electrical	County	8,000	\$178.00	\$0.00	\$178.00
4/21/2025	5461	Building	County	30,000	\$200.00	\$0.00	\$200.00
4/21/2025	5460	Electrical	County	5,000	\$170.00	\$0.00	\$170.00
4/21/2025	5459	Electrical	County	1,000	\$80.00	\$0.00	\$80.00
4/21/2025	5458	Electrical	County	16,000	\$406.00	\$0.00	\$406.00
4/21/2025	5457	Mechanical		9,594	\$75.00	\$0.00	\$75.00
4/21/2025	5456	Building	County	59,742	\$100.00	\$0.00	\$100.00
4/21/2025	5341	Mechanical	County	7,800	\$75.00	\$0.00	\$75.00
4/22/2025	5475	Electrical	County	100	\$50.00	\$0.00	\$50.00
4/22/2025	5474	Mechanical	County	3,635	\$75.00	\$0.00	\$75.00
4/22/2025	5473	Building	County	370,000	\$717.00	\$0.00	\$717.00
4/22/2025	5472	Mechanical	Hertford	5,800	\$75.00	\$0.00	\$75.00
4/22/2025	5471	Mechanical	Hertford	5,000	\$75.00	\$0.00	\$75.00
4/22/2025	5470	Building	Winfall	0		\$0.00	

4/22/2025	5469	Mechanical	County	15,000	\$75.00	\$75.00	
4/22/2025	5468	Mechanical	County	15,000	\$130.00	\$130.00	
4/22/2025	5467	Plumbing	County	7,000	\$200.00	\$0.00	\$200.00
4/22/2025	5466	Plumbing	County	6,000	\$250.00	\$0.00	\$250.00
4/22/2025	5465	Plumbing	County	10,000	\$190.00	\$190.00	
4/22/2025	5464	Plumbing	County	7,000	\$220.00	\$0.00	\$220.00
4/22/2025	5384	Building	County	132,871	\$150.00	\$0.00	\$150.00
4/23/2025	5479	Electrical	County	850	\$50.00	\$0.00	\$50.00
4/23/2025	5478	Plumbing	County	21,000	\$50.00	\$0.00	\$50.00
4/23/2025	5477	Plumbing	Winfall	774,000		\$0.00	
4/23/2025	5476	Building	County	27,000	\$300.00	\$0.00	\$300.00
4/24/2025	5481	Building	County	73,000	\$190.00	\$0.00	\$190.00
4/24/2025	5480	Electrical	County	800	\$50.00	\$0.00	\$50.00
4/24/2025	5340	Building	County	215,575		\$0.00	
4/25/2025	5482	Plumbing	Winfall	10,000		\$0.00	
4/26/2025	5483	Building	County	202,000		\$0.00	
4/27/2025	5484	Building	County	4,000		\$0.00	
4/28/2025	5488	Building	County	500	\$75.00	\$0.00	\$75.00
4/28/2025	5487	Mechanical	County	7,000	\$75.00	\$75.00	
4/28/2025	5486	Building	County	233,445	\$795.00	\$795.00	
4/28/2025	5322	Building	Winfall	299,100		\$0.00	
4/28/2025	5485	Plumbing		11,000		\$0.00	
				5,084,499	\$16,916.00	\$1,265.00	\$15,651.00

4/28/2025

Total Records: 127



Case Activity Report

4/1/2025 - 4/29/2025

Activity Date	Case #	Parcel Address	Violation	Description	Activity Type	Description
4/29/2025	189	443 GOODWIN MILL RD	Solid Waste	Trash/Solid Waste	Inspection	House being demoed and property being cleaned up.
4/24/2025	180	237 OLD US 17 RD	Solid Waste	House falling in and deteriorating	Inspection	Talked with property owner today 4-24-2025 about demoing old house. Sent document for them to sign and notarize to start the process.
4/23/2025	184	210 WEIGHT STATION RD	Solid Waste	Small brick house deteriorating	Inspection	House being demoed and cleaned up today 4-23-2025.
4/15/2025	187	249 DOGWOOD DR	Solid Waste	Household Trash	Inspection	Trash piled up at door and around property. Will contact owner.
4/14/2025	185	305 WOODLAND AVE	Solid Waste	House deteriorating	Inspection	House demoed and removed from property.
4/14/2025	186	307 WOODLAND AVE	Solid Waste	House deteriorating	Inspection	House demoed and removed from property.
4/11/2025	184	210 WEIGHT STATION RD	Solid Waste	Small brick house	Inspection	House is to be demoed in the

				deteriorating	DHR-4	Page 2 next 30 days.
4/11/2025	179	221 OLD US 17 RD	Solid Waste	House deteriorating	Inspection	House being demoed today 4-11-25.
4/10/2025	183	109 TREASURE LN	Solid Waste	Trash everywhere	Inspection	Trash everywhere on property and no one around to address the problem. Will contact owner.
4/8/2025	61	113 OLD US 17 RD	Junk vehicles	Junk vehicles in front yard	Inspection	What appears to be Junk vehicles in yard are being worked on.

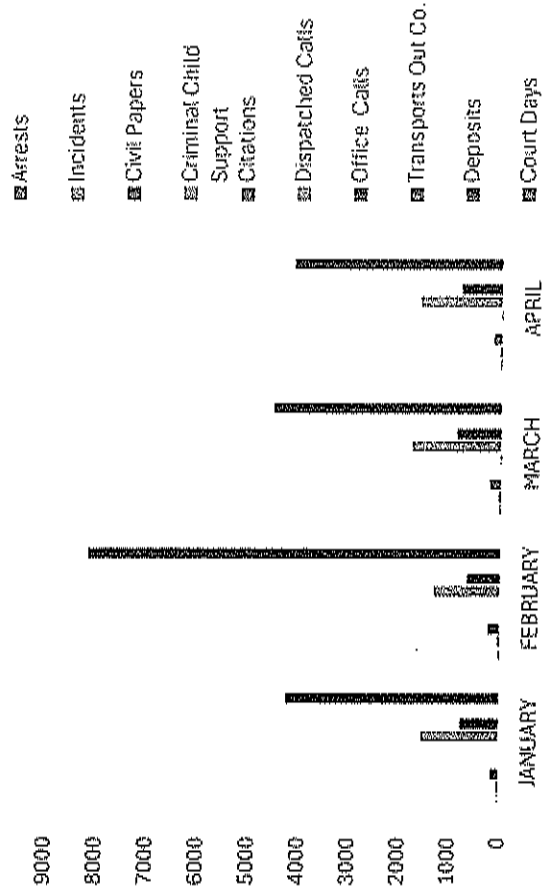
Total Records: 10

4/29/2025

Page: 1 of 1

Perquimans County Sheriff's Office --- April 2025 Activity Report

	Arrests	Incidents	Civil	Criminal	Citations	Dispatched	Office	Transports	Deposits	Court
			Papers	Child Support		Calls	Calls	Out Co.		Days
JANUARY	21	52	165	0	4	1550	775	4	\$4,266.00	6
FEBRUARY	27	61	241	1	13	1328	664	4	\$8,182.00	9
MARCH	36	64	219	0	17	1773	887	6	\$4,551.00	7
APRIL	32	60	168	1	21	1627	814	7	\$4,154.00	10



COMMITTEE REPORTS