REGULAR MEETING

November 3, 2025 7:00 p.m.

The Perquimans County Board of Commissioners met in a regular meeting on Monday, October 6, 2025, at 7:00 p.m. in the Perquimans County Library located at 514 S. Church Street, Hertford, NC 27944.

MEMBERS PRESENT: Wallace E. Nelson, Chairman

Wallace E. Nelson, Chairman Charles Woodard, Vice Chairman Timothy J. Corprew James W. Ward

Joseph W. Hoffler Kathryn M. Treiber

MEMBERS ABSENT

OTHERS PRESENT: Brandon Shoaf, Assistant County Manager Frank Heath, County Manager

Rebecca T. Corprew, Clerk to the Board Hackney High, County Attorney

Chairman Nelson called the meeting to order. Kathryn Trieber gave the invocation, and the Chairman led the Pledge of Allegiance.

AGENDA

Chairman Nelson stated that the 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. James W. Ward made a motion to approve the Agenda as presented. The motion was seconded by Kathryn M. Treiber 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, Charles Woodard made a motion to approve the Consent Agenda. The motion was seconded by James W Ward and unanimously approved by the Board.

- A. Approval of Minutes: The minutes of October 6, 2025, Regular Meeting were approved.
- B. Tax Refund / Release Approvals:

Tax Refunds (Perguinans County):	
Leah Perry Byrum	
Vehicle totaled, 10-month refund. Account No. 83357009	
Michael Jay Corprew Jr.	
Vehicle sold, 4-month refund, Account No. 82569599	
Michael & Mari Venrick	***************************************
Over payment of prepayments Account No. 265255	
Tista Matthews	S610.87
Over payment of prepayments Account No. 256887	
Jean Harris Massield	S196.72
Over payment of prepayments Account No. 539370	
Terry Long Helps	
Over payment of prepayments Account No. 223700	
Lee Westly Jones	S479.56
Over payment of propayments Account No. 220505	
Randal & Sandra Dawkins	
Over payment of prepayments Account No. 266044	-
James Miller Jr. (Rev)	
Over payment of prepayments Account No. 510820	THE PERSON
The Delivery (Description of	
Tax Releases (Perguimans County)	
Mary Curry	
Clerical Error during revaluation, Wrong house was assessed. Account No. 358639	
Kenneth & Angelique Dewert	S869.G2
Moved to Florida on Sept 11. Boat & Trailer registered as of their move date.	
Clarence Alan Jennings Did not receive Senior Discount for 2025. Account No. 428229	S267.02
Tax Refunds (Hertford):	
Many Carry	S301.09
Clerical Error during revaluation. Wrong house was assessed. Account No. 358639	

Error in entering number of solid waste amount. Parcel No. 3-0040-ON115-H

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

Dept	Employee Name	Employee Status	Employee Job Title	Grade/ Step	New Salary	Effective Date
911	Lettem Demps	₽Γ 14nc	PT Hire PT/FI Non-Certified Telecommunicator		\$15.32/hr.	11/01/2025
EMS	Glynda Parker	PTVFT Hire	Compliance Officer	69/5	\$25.09/hr.	11/01/2025
EMS	Brandon Thorngren	Reclassification	Paramedic II	69/6	\$25.72/hr.	11/01/2025
EMS	Miranda Neiswander	Reclassification	Paramedie II	69/6	\$25.72Am	11/01/2025
EMS	Alyssa Polumbo	Reclassification	PUFI Paramedic II	69/5	\$25.09/hr.	11/01/2025
911	Molly Miller	Reclassification	Telecommunicator I	64/1	\$18.26/br.	11/01/2025
913	Tyanna Green	Reclassification	EXT2751		\$18.72/hr.	11/01/2025
DSS	Michelle Cassell	Reclassification	IMC II	63/1	\$36,354,00	11/01/2025
EMS	Ashiya Overman	Resignation	PT/FLEMT			10/09/2025
Sheriff	Dean Polumbo, Jr.	Resignation	Certified Deputy	}		10/24/2025
911	Reagan Charlton	Resignation	Telecommunicator f			10/31/2025
DSS	Jalena Glasper	Resignation	IMC: II			10/31/2025
EMS	Alyssa Polumbo	Resignation	Compliance Officer	}		10/33/2025
911	Тушты Стеси	Resignation	Telecommunicator I	{	}	13/1/2025
Recreation	Howard Williams	Merit Increase	Recreation Director	70/13	\$66,300.00	07/01/2025
DSS	Brandy Haislip	Merit Increase	IMC II	63/2	\$37,264,00	11/01/2025
DSS	Tracce Baxton	Merit Increase	MC D	63/2	\$37,264.00	11/01/2025
Planning	Trevor Miles	Merit Increase	Planning Assistant	68/2	\$46,437.00	11/01/2025

- D. The following Board Appointments were approved:
 - Tourism Development Authority Town of Hertford Appointee:
 a. Jerry Mimlitsch 2 yr. appointment
- E. The Chowan-Perquimans LEPC 2026 Roster was approved.



PERCUIMANS COUNTY EMERGENCY SERVICES

P.O. Box 563 - 159 Creek Drive - Heritotol NG 27944

(252) 426-5646 Phone - (252) 426-230# Fax

Jonathan A. Nixon, Emergency Services Director

Yo Rebecca Carprewy Clerk to the Board

From Jonathan A. Novon Emergency Services Circolor

Exate Cictober 30, 2025

Re Chowart/Perquinans LEFC 2026 Roster

Please add the roster in the November 2025 Pergamans County Commissioner's Meeting Agenda for Board reappointment of the Chowan/Pergamans Local Energency Planning Commistee for 2026.

Chowen-Persulmans LEPC

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Warslow, Jarvis	EM.

- F. The 2025 OPEB Memorandum of Participation for GASB 74/75 Participants was approved.
- G. A Proclamation in support of Family Caregiver Month was signed.



PERQUINIANS COUNTY BOARD OF COMMISSIONERS

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P.O. BYN, 48 PROCEEDINGS, SON'EST CAROLINA 27044 -TEGERREPORT - 1/22/426/7889 AN ALL MAN TO AN ALL MAN TO AN ALL MAN TO ANALY AND ANALY ANALY AND ANALY AND ANALY AND ANALY AND ANALY ANAL

Family Caregiver Month 2025 Approximation

WHEREAN, November is Lamily Coregiven Month, a time for us in ranginize and bottom Perighibean County Fundly Coregivens for their impelal care to family occubers and friends and their monomia influence on the safety and wellhaling of our cooldon); and

WHEREAS. Perquinants County caregivers remain diverse in their oferametances and characteristics for share a common goal of keeping their family members or friends in their community of choice; and

WHEREAS, the North Carolina Decision of Aging. The North Carolina Area Agencies on Aging, facial providers, and many other organizations are committed to increasing assurers of and incepting catoglears' meads; and

WHEREAS, halping North Carolina's family caregivers' access and use support and acknowledge that respite services can protect a family caregiver's health, strengthen family relationships, and enable a care recipient to gaman in bonse, and

WHEREAS, Perguinars County encourages people to recognize and support family, beends, and neighbors who help those who are aging or bare disabilities because doing so is the right thing to do and an essential investment in a better foure for North Carolina's residents.

NOW, THEREFORE. The Board of Commissioners of Perquimans Coming do isolohy probabilish November 2025 as Family Carameters Month.

Datest on this 4.5 stay of few consists. 2025.

resignment from the front of Commissioniners.

Village of National Comment

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Reveras Constitution

INTRODUCTION OF EMPLOYEES

The following new employee was introduced to the Board:

Department Employee Head Name		Employee Job Title	Effective Date	
Angela Jordan	Heidi Long	Social Worker III	10/01/2025	
Angela Jordan	Kyne Downing	Social Worker IA&T	10/01/2025	
Angela Jordan	Daphne Drew	Social Worker III	10/01/2025	
Shelby White	Rebekuh Samment	Administrative Assistant	10/15/2025	

SCHEDULED APPOINTMENTS:

1. <u>Jared Harrell- NC Cooperative Extension Director</u>: Mr. Harrell presented the annual 2025 Report to the People, providing an annual snapshot that highlights programs, impacts, and success stories, showing how Extension delivers research-based solutions that strengthen agriculture, youth, families, and communities across the state. He also provided a Perquimans County Local Farms and Food Profile, providing a snapshot of the number of farms, types, producer data, and crop values across Perquimans County.

Mr. Harrell introduced Whitney White – 4-H Congress Delegate. Ms. White spoke about her opportunity to represent our county at the North Carolina 4-H Congress camp in Raleigh and at the commissioners first night. She gave remarks about how important it is for the youth to be involved and visible in the community.

Mr. Harrell also introduced several staff members who provided the information contained in the handout below:

Perquimans County NC Cooperative Extension Center Upcoming 2026 Programs

Jared Harrell

Perquimens County Extension Oirector

- Starting a new Perquimans 4-H Shooting Sports Team ages 8-18 are invited to participate – Camp Cale will ripst the shooting team
- Preparing to host the Northeast Ag Expo Small Grains Field Day on February 11, 2026, at Camp Cala

Sarah Richardson

Area Commercial Horbculture Agent

- The area vegetable production meeting will be on February 4, 2026, held at the Chowan County Extension Office.
- The area forest tandowner meeting will be on January 22, 2026. Please encourage any local fandowners or farmers to attend. Topics will include succession planning and forest repeneration.

Kelke Binnicker

Area Consumer Horticulture Agent

 Albernarte Landecape School for landscape contractors, public municipal workers and other public pesticide applicators on January 27, 2026, Pasquotank County Extension Center

Sarah Sowders

Pergumans County Family and Consumer Science Agent

- Cook with a Book
 Combines reading and hands-on cooking activities to promote literacy, nutrition, and family engagement among K=5 students. Engaginges healthy eating habits and creativity through themed recipes that connect to children's literature.
- ELFT (Lifelong Improvements through Fitness Together):
 Evidence-based strength-training program designed to improve balance, flexibility, and overall health for adults. <u>Builds</u> social connections and long-term wellness through group-based exercise and weekly goal scitting.

OLD BUSINESS:

County Manager Heath updated the Board regarding the State Health Plan increase discussed at the October 6, 2025, meeting. The General Assembly postponed the increase of 2.4% until the 2026 budget year.

- Mr. Heath reported a new sign has been installed at the Jim "Catfish" Hunter Ball Field in Winfall by Guy Webb with the ALS Foundation.
- Mr. Heath extended an invitation to the Board to attend the FOCUS Broadband Grand Opening in Edenton on Thursday November 6, 2025, at 11:00 a.m.
- Mr. Heath informed the Board of the Veterans Day Ceremony to be held on the Courthouse Lawn on November 11, 2025, at 11:00 a.m.

NEW BUSINESS

A. <u>RESOLUTION OF SURPLUS EQUIPMENT</u>: Jonathan Nixon, Emergency Services Director, is requesting the Boards approval of a resolution authorizing the sale of a surplus vehicle. Chairman Nelson asked if there were any questions or comments. There being none, Kathryn M. Treiber made a motion to approve the Resolution. The motion was seconded by Charles Woodard and unanimously approved by the Board



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PERQUIMANS COUNTY

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RESIDEALTION ALTERMEDICANT HALE.

WHIREAS, the Peophinans County Board of Commissioners desires as dispose at section surplex property of the County;

NOW, THEREFORE, Bush Reach, Mail by the Pergumens Compy Board of Commissioners than

1. The following described vehicles are hearly, declared to be simples to the trends of the County

Mandal Mark	Make	Modef	NES	1hanecusakier
2605	Chevrolet		N. 75410 (135645 CCS 45C 4	Smorgancy Services
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1,,				

- The Commy Manager is hereby authorized and directed to proceed on behalf of the Perquinsars County Brand of Controposophers well those vehicles on GovDeals.
- The though reserves the right to reject my or off bids and decide not to self the vehicles at any disc during this process.
- 4. The County Manager, in accordance with State box, shall come a summary of this resolution to be posted on bulletin board at Counthouse and place it on the County's victorie and Facebook ragic. After not less than upo (10) days from the date of publication, the County Manager is authorized to sell the abcordescribed grapherty to the highest bullet.

Adopted this the 21th day of November, 2025.

Villace f. Nebsin & harmon Pengularins Coulty Brand of Opamissioners

ATTUESS:

Rebecca L. Company, Clerk to the Board



MEAL

- B. <u>COURTHOUSE GREEN REGULATIONS</u>: Mr. Heath presented the Board with a recommendation to protect the Courthouse green, following a recent incident of livestock on the green, using it as pasture and depositing waste. "Unless sanctioned and approved by Perquimans County as a special event, no livestock (including, but not limited to cattle, sheep, lambs, goats, pigs, poultry, etc.) shall be permitted on the grounds of the historic Perquimans County Courthouse, and other County-owned properties. Decisions on what activities are allowed on the Courthouse Green is delegated to the County Manager. The Manager may, at the next regular meeting of the County Commissioners, after a special request is received, consult with the Board for further clarification if needed". Chairman Nelson asked if there were any questions, discussions or comments regarding this recommendation. There being none, Chairman Nelson asked for a motion to approve the recommendation as presented. Charles Woodard made a motion to approve the recommendation as presented. The motion was seconded by Timothy J. Corprew and unanimously approved by the Board.
- Convenience Site. At present, the Durants Neck Ruritan Club owns the site. It came to the attention of the County Manager that they are interested in selling the property of .6 (six-tenths) acre. If purchased by Perquimans County, it will give the county perpetual long-term control of the improvements on the site and solidify service to our customers, benefiting both the county and the Ruritan Club. The proposed sale price is \$25,000.00 (twenty-five thousand dollars). Chairman Nelson asked if there were any questions, discussions or comments regarding this recommendation by the County Manager to purchase the site. Timothy J. Corprew agrees with the purchase and the amount and asked if the County could request a first right of refusal if the Durants Neck Ruritan Club site and building are listed for sale. Mr. Heath asked if the motion is dependent on the right of refusal. Mr. Corprew stated that it is not, he would just like to see if they would be willing. Chairman Nelson asked if there were any additional questions or discussion. There being none, Chairman Nelson asked for a motion to approve the purchase of the New Hope Convenience site from the Durants Neck Ruritan Club for \$25,000.00 (twenty-five thousand dollars).

Kathryn M. Treiber made a motion to approve the request as presented. The motion was seconded by James. W. Ward and unanimously approved by the Board.

D. <u>SALE OF SURPLUS EQUIPMENT:</u> The County has adopted resolutions *proclaiming the following equipment as surplus equipment and proceed to sell it on GovDeals.* The bid period for the following surplus item with GovDeals closed on November 3, 2025, at 11:00 a.m. On motion made by Timothy C. Corprew, seconded by James W Ward, the Board unanimously approved the sale of the following equipment on GovDeals:

		DATE	START	SOLD	ĺ
BUYER	ITEM	SURPLUSED	BID	AMOUNT	
Garvin Gibson	2003 Cellxion Portable Concrete Building	10/06/2025	\$500	\$1075.00	į

E. <u>RECOGNITION OF COUNTY MANAGER FRANK HEATH</u>: Chairman Nelson recognized Frank Heath's 22 (twenty-two) years of service and congratulated Mr. Heath on his retirement as County Manager effective January 1, 2026.

Mr. Heath spoke to the Board and staff, thanking them for their partnership and teamwork during his tenure making it possible to strengthen our County and communities. He mentioned the highlights across County agencies, including several major projects, expansions, consolidations, and buildings that have been completed, all while keeping the tax rate consistently among the lowest in the region. He ended his speech with stating "None of this happened because of one person – it happened because of a dedicated team of employees, elected officials, volunteers, and citizens who care deeply about this county. I've been proud to work alongside each of you in building a stronger, safer, and more connected Perquimans. Thank you, and God bless Perquimans County".

Chairman Nelson expressed his gratitude to Mr. Heath for 14 years of outstanding leadership with steady hands, calm judgment, and a genuine love for this community. Chairman Nelson opened the floor for Commissioners to make remarks if desired. Each Commissioner gave remarks of gratefulness for Mr. Heaths service and leadership, and mentorship over the years. Chairman Nelson opened the floor to the citizens for comments also. Chairman Nelson presented Mr. Heath with a plaque in appreciation of his service to Perquimans County.



PUBLIC COMMENTS

There were no public comments made,

ADJOURNMENT

Chairman Nelson asked if there were any further comments or business to discuss. There being none, the Regular Meeting was adjourned at 7:45 p.m. on motion made by Timothy J. Corprew, seconded by James W. Ward and unanimously approved by the Board.

Wallace	Ξ.	Nelson,	Chairman	

Clerk to the Board

November 26, 2025

Tax Refunds: (Perquimans County)

White, Wayne Sentell \$110.14

Vehicle totaled; 9-month refund.

Account#: 86827282

Lamarque, Brent Allan \$290.77

Vehicle traded in; 8-month refund.

Account#:71213423

<u>Tax Releases:</u> (Perquimans County)

Orlado, Wayne & wife, Donna \$340.08

Was over assessed for 2025.

Account#: 266618

Debra Stallings \$35.36

House is no longer there.

Account#: 430158

Henning, Jeremiah & Tina \$373.36

Incorrect assessment. Account#: 539063

Happy to Help Homes LLC \$267.80

Over assessed.
Account#: 358847

Tax Releases: (Hertford)

Happy to Help Homes LLC \$267.80

Over assessed. Account#: 358847

Tax Refunds (Winfall)

White, Wayne Sentell \$110.14

Vehicle totaled; 9-month refund.

Account#: 86827282

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DATE	SUBMITTED:	November 19, 2025

NAME: Jennie Blowe		SOC, SEC. NO.:44	76				
POSITION: Administrative							
	NEW EMPLOYEE EFFECTIVE DATE: December 1, 2025						
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ENDING DATE OF F							
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COUNTY OF PERQUIMANS

NAME: Sarah Gallop	SOC. SEC. NO.:
POSITION: Full-Time Non-Certified Telecommunicator DE	PT.:911
X NEW EMPLOYEE EFFECTIVE DATE: November GRADE: 60 STEP: 1 SALARY: \$15 ENDING DATE OF PROBATIONARY PERIOD: Nov	.32 Hourly ember 1, 2026
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FINANCE OFFICER	
DATE:	

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DATE SUBMITTED: 141/25/2020 7

NAME: Isabel Jarvis	SOC. SEC. NO.;					
POSITION: Full-Time Telecommunicator I	DEPT.: 911					
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	ember 1, 2025					
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DATE:						

DATE	SUBMITTED:	11/26/2025	F	Page	8
	SUDMILIEU	13/20/2020			

NAME: Miranda Neiswander	SOC. SEC. NO.:
POSITION: Full-Time Paramedic II	DEPT.;
NEW EMPLOYEE EFFECTIVE DATE:	
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DATE: 11/26/2025	DATE: 11-25-7525
FINANCE OFFICER	
DATE:	

IX. C - Page 9

DATE SUBMITTED: November 19, 2025

COUNTY OF PERQUIMANS

	l l
NAME: <u>Lisa Wolfrum</u>	SOC. SEC. NO.: <u>2642</u>
POSITION: Income Maintenance Caseworker II	DEPT.: Social Services
NEW EMPLOYEE EFFECTIVE DATE:	
GRADE:STEP:SALARY:	
ENDING DATE OF PROBATIONARY PERIOD:	
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DATE: November 19, 2025	DATE: 11-2025
FINANCE OFFICER	,
DATE:	

NAME: Pamela Lacy	SOC. SEC. NO.: <u>7103</u>
POSITION: Income Maintenance Technician	DEPT.: Social Services
NEW EMPLOYEE EFFECTIVE DATE:	
GRADE: STEP: SALARY:	
ENDING DATE OF PROBATIONARY PERIOD:	
CURRENT: GRADE: 59 STEP: 3 SALA	RY: \$32,010.00
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DEPARTMENT-RECOMMENDATION	COUNTY MANAGER APPROVAL
DATE: November 19, 2025	DATE: 11-21-2025
FINANCE OFFICER	
DATE:	

BUDGET AMENDMENT

PERQUIMANS COUNTY BOARD OF COMMISSIONERS **COUNTY CONSTRUCTION FUND**

<u>NO. 8</u>

THE PERQUIMANS COUNTY BOARD OF COMMISSIONERS AT A MEETING ON THE 1st DAY OF DECEMBER, 2025 PASSED THE FOLLOWING AMENDMENTS TO THE FY 2025 - 2026 BUDGET

The state of the s		AMC	AMOUNT	
CODE NUMBER	DESCRIPTION OF CODE	INCREASE	DECREASE	
50-399-000	FUND BALANCE APPROPRIATED	320,143		
50-000-729	GENERATOR - TOWER PROJECT	320,143		
AND A SHARE WAS A				
			AND THE RESIDENCE OF THE PERSON OF THE PERSO	
complete the Commarned during project)	nunications Tower Project (these funds were	provided throug	h interest	
DOPT AND APPRO'S INDICATED ABO\	COUNTY COMMISSIONERS OF PERQUIN VE, BY RESOLUTION, THE CHANGES IN 1 /E, AND HAVE MADE ENTRY OF THESE C	THE COUNTY B	UDGET	

OF SAID BOARD, ON THIS 1st DAY OF DECEMBER, 2025.

PASSED BY MAJORITY VOTE OF THE BOARD OF COUNTY COMMISSIONERS OF PERQUIMANS COUNTY ON THIS 1st DAY OF DECEMBER, 2025.			
Chairman, Board of Commissioners	Finance Officer		

AMENDMENT TO CONTRACT TO AUDIT ACCOUNTS Rev. 11/2023 LGC-205 Amendment Primary Government Unit Whereas Perquimans County Discretely Presented Component Unit (DPCU) (if applicable) and NA Auditor and Thompson, Price, Scott, Adams & Co., P.A. entered into a contract in which the Auditor agreed to audit the accounts of the Primary Government Unit and DPCU (if applicable) Fiscal Year Ending Date for and originally to be 06/30/25 12/31/25 submitted to the LGC on hereby agree that it is now necessary that the contract be modified as follows. Original date Modified date Modification to date submitted to LGC 12/31/25 02/12/26 Original fee Modified fee Modification to fee Reason(s) for Contract Amendment Primary Öther (choose 1)(choose 0-2) 0 Change in scope \circ Issue with unit staff/turnover/workload \bigcirc Issue with auditor staff/turnover/workload \circ Third-party financial statements not prepared by agreed-upon date \bigcirc Unit did not have bank reconciliations complete for the audit period \circ Unit did not have reconciliations between subsidiary ledgers and general ledger complete

Plan to Prevent Future Late Submissions

If the amendment is submitted to modify the date the audit will be submitted to the LGC, please indicate the steps the unit and auditor will take to prevent late filing of audits in subsequent years. Audits are due to the LGC four months after fiscal year end. Indicate NA if this is an amendment due to a change in cost only.

Unit did not post previous years adjusting journal entries resulting in incorrect beginning

Unit did not have information required for audit complete by the agreed-upon time

Late Release of 2025 Compliance Supplement

Additional Information

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Please provide any additional explanation or details regarding the contract modification.

balances in the general ledger

Delay in component unit reports

Software - implementation issue

Software - ransomware/cyberattack

Software - system failure

Natural or other disaster

Other (please explain)

By their signatures on the following pages, the Auditor, the Primary Government Unit, and the DPCU (if applicable), agree to these modified terms.

Rev. 11/2023

SIGNATURE PAGE

AUDIT FIRM

Audit Firm*	7
Thompson, Price, Scott, Adams & Co., P.A.	
Authorized Firm Representative* (typed or printed)	Signature*
Gregory S Adams, CPA	
Date*	Email Address
	gadams@tpsacpas.com

GOVERNMENTAL UNIT

Governmental Unit* Perquimans County		
Date Primary Government Unit Governing Board Approved Amended Audit Contract* (If required by governing board policy)		
Mayor/Chairperson* (typed or printed) Wallace Nelson	Signature*	
Date	Email Address wallacenelson@perquimanscountync.gov	

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

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE *ONLY REQUIRED IF FEES ARE MODIFIED IN THE AMENDED CONTRACT*

(Pre-audit certificate not required for hospitals)

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

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

Primary Governmental Unit Finance Officer*	Signature*
Tracy Mathews	
Date of Pre-Audit Certificate*	Email Address*
	tracymathews@perquimanscountync.gov

LGC-205 Amended

Rev. 11/2022

SIGNATURE PAGE - DPCU (complete only if applicable)

DISCRETELY PRESENTED COMPONENT UNIT

DPCU	
NA	
Date DPCU Governing Board Approved Amer	nded Audit
Contract (it required by governing board policy)	
DPCU Chairperson (typed or printed)	Signature
Date	Email Address
Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address

DPCU - PRE-AUDIT CERTIFICATE *ONLY REQUIRED IF FEES ARE MODIFIED IN THE AMENDED CONTRACT*

(Pre-audit certificate not required for hospitals)

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

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

DPCU Finance Officer (typed or printed)	Signature
Date of Pre-Audit Certificate	Email Address

DISTRIBUTION REQUEST PUBLIC SCHOOL BUILDING REPAIR & RENOVATION FUND NORTH CAROLINA EDUCATION LOTTERY

OPI USE ONLY	
Approved By:	
Date:	

NORTH CAROLINA EDUCATION LO	TTERY	Wate:
Date of Request: November 24, 2025	NTREASON	FTTTTTTTTTTTTTTTTTTTTTTTTTTTTTTTTTTTTT
County: Perguimans County	Contact Person: Frank He	edillelimente ante esta a resolució de la comunicació de la comunicació de la comunicació de la comunicació de Se la comunicació de
Address: PO Box 45 Heritord, NC 27944 LEA: Perquimens County Schools	Title: County Manager	
LEA: Perquimans County Schools	Phone: 252-426-8484	74770/2/3/WP-61
Address: 411 S. Edenton Road St. Hertford NC 2794	4 Email: frankheath@perquim	anscountync.gov
Project Title: District-Wide HVAC Replacement		
Project Address: Perquimans Central School -1	81 Winfall Blvd, Winfall, NC 2798	5
	ol 305 Edenton Road St., Hertfo	
Type of Facility: School Building	——————————————————————————————————————	THE PERSON NAMED AND ADDRESS OF THE PERSON NAMED AND ADDRESS O
The Public School Building Repair & Re		
county. As used in this context, "Public for individual schools that are used for include administration, maintenance, or	instructional and related	include only facilities purposes, and does not
Brief Project Description (Include est, start/end estimated start date: 01-06-8028 Estimated completion date: 06-30-2027	da(es): Invaling section to Parameter Code 5 to Include two (2) proviously installed HVAC to	0000 (PCS) 200 Pergamen Cepas, rep 5 0000 (PCHS) 005 - PCS \$80,412.50 % PCHS 520,908.97.
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ve, the undersigned, agree to submit a star ays following completion of the project.		
he County Commissioners and the Board of oject, and request the release of \$ 300,000.	00 fro	m the Public School Building
epair & Renovation Fund. We certify that .S. 115C-546.	ale bioleci lietelii desclibe	u is within the parameters of
Signature - Chair, County Commissioners)		, (Date)
2 Dollar	1	1 . 1
ignature – Chair, Board of Education)	<u></u>	1/24/2025
griatore - Grian, board of E000a000)		(Date)

PRINT FORM

CLEAR FORM

North Carolina 911 Board Grant Application PSAP Grant Fiscal Year 2026

IMPORTANT: Read this grant application in its entirety. All information required in each section of this application must be included with the grant application. Applications will not be evaluated if any information requested in each section is omitted. There will be no request from staff to provide omitted information. It is the responsibility of the applicant to ensure inclusion.

This is a competitive grant process available only to Primary PSAPs. All applicants must answer all questions in the "General Information" section. Each PSAP/jurisdiction may only submit one Grant Application per cycle. Grant awards, if any, may include partial funding and other conditions as determined by the Board. Grant awards are not negotiable but may be declined if the applicant cannot perform the grant as awarded.

- The FY2026 Grant Application has been created in Microsoft Word for ease of completion. It is recommended you download this Application into Microsoft Word to enter, cut, paste, and edit as needed.
- There are no character limitations to the amount of data you can enter into a free text screen. Once the visible field is full, the screen will begin to scroll. Do not submit an application until you are sure you will not need to make any changes. <u>Do not convert the application to a PDF format</u>. Attachments must be submitted in either MS Word, MS Excel, or Adobe PDF format and reference which question (i.e., number) the attachment accompanies.
- Do not use the grant process to request additional seats over the Board-approved seat count. Any potential increase in approved seat count is not part of the grant application process. This requires adherence to the funding position policy and submission process. No award will be granted above the approved seat count.
- PSAP Facility Grant: For any Primary PSAP seeking funds to construct or remodel a
 facility, follow the instructions in Addendum A to show funding sources and
 determine the maximum allowable funding.
- Applications will not be considered if eligibility is not determined, or the detailed information is omitted. All requests for assistance with eligibility review related to this

grant project are due to the PSAP Eligibility email PSAPEligibilityRequest@nc.gov by May 1, 2025. All eligibility review submissions will be processed on a first come, first serve basis. Please keep in mind, due to anticipated interest in the grant program, Board staff will have limited time to assist with the review, and every request for eligibility review may not be granted due to the number received. To expedite the review of your eligibility request, you must perform your initial review providing comments and questions with your eligibility review submission. This will assist in a timelier review of your eligibility inquiry. There must be a detailed list stating all eligible and non-eligible expenditures. If staff reviewed quote(s) for eligibility, that final determination must be submitted with the application.

- After an application has been completed and submitted, it may NOT be modified by the applicant. If there are questions after the submission, the applicant will be required to contact the Regional Coordinator to determine what may be done regarding the application.
- Once completed, the application, along with any accompanying documents, must be emailed to 911GrantProgram@nc.gov with the subject line stating the "[PSAP Name] FY2026 Grant Application." Applications will only be accepted via email. Copying other staff members on your submission is not necessary. Any application received from the U. S. Postal Service, fax, or other media will NOT be accepted. The deadline for filing is 11:59 pm on Friday, May 30, 2025. NO APPLICATIONS WILL BE ACCEPTED AFTER THE DUE DATE. If you have any questions, please contact Sarah Templeton at sarah.templeton@nc.gov or 919-754-6103. You may also contact your Regional Coordinator.
- Once you have submitted the application to <u>911GrantProgram@nc.gov</u> including all necessary attachments, you will receive a reply email within 24 hours advising the grant application has been received. If you DO NOT receive the confirmation email within 24 hours, contact Stephanie Conner at <u>stephanie.conner@nc.gov</u> or 919-754-6705. It is the responsibility of the applicant to verify receipt of the submission.

I understand the information provided on the grant application will be the basis for the review by the Board and used to draft the grant agreement. Therefore, it is essential that all information be correct in this grant application.

Read and understood the above requirements.

General Information

Applicant	PSAP	Name
------------------	------	------

Perquimans-Gates 911 Communications

Project Title

Radio Replacement Project

PSAP Director

Jonathan A. Nixon

Project Manager/Contact Name

Jonathan A. Nixon

Project Manager/Contact Title

Emergency Services Director

Address

159 Creek Dr., Hertford, NC 27944

Phone

252-426-5646

Email

admin911@perquimanscountync.gov

FY2026 Grant Program Tier Designation

The North Carolina Department of Commerce annually ranks the State's 100 counties based on economic well-being and assigns each a Tier designation. The 40 most distressed counties are designated as Tier 1, the next 40 as Tier 2, and the 20 least distressed as Tier 3. Please select your PSAP or group of PSAPs tier ranking based on the NC Department of Commerce current Tier Designation in the drop-down box (if you are involved in a multi-jurisdictional grant application and the jurisdictions have different Tier designations, use the lower Tier designation).

Tier II

FY2026 Grant Program Workshop

Attendance at the FY2026 PSAP Grant Program Workshop, which was held virtually on Wednesday, March 26, 2025, is required for all grant applicants. If more than one PSAP/jurisdiction is participating in a joint/collaborative Application, all PSAP/jurisdictions involved were required to attend the workshop. Please list the name, title, and PSAP/jurisdiction of each attendee.

Jonathan Nixon — Emergency Services Director
Julie Solesbee — Assistant Emergency Services Director
Andrea Stoner — Operations Manager
Kindra Downing — QA Coordinator

FY2026 Grant Program Miscellaneous Information

 Has the Revenue/Expenditure report for FY2024 been submitted and approved by the NC 911 Board Fiscal Staff for the applicant PSAP? *The FY2024 Expenditure report must be finalized and approved by Thursday, May 15, 2025. (This includes any funds that may need to be repaid to the Emergency Telephone System Fund (ETSF).)

⊠Yes ∏No

FY2026 Grant Program Priorities

The NC 911 Board has established five (5) Priorities for the FY2026 Grant Cycle:

- Priority 1 Regional Initiative with Focus on Primary PSAP Consolidations (Two or more PSAPs consolidated into one entity.)
- 2. Priority 2 911 Call Data Interoperability CAD Data Sharing, or Multiple PSAP Shared/Hosted CAD.
- 3. Priority 3 End of Life Equipment Replacement Ineligible components of Radio, CAD (excluding RMS/JMS), and/or Recorder Only.
- 4. Priority 4 PSAP Cybersecurity Initiatives
- 5. Priority 5 Other (Facility Grants based on Square Footage Allocation and Tier Status)

Please indicate the Priority that reflects your grant request. In the "Project Description" section, you will provide details of your project. The priority selection here and in the project description must match.

3

FY2026 Grant Program Project Cost and Funding Sources

For Priority 2, 3, 4, and 5: Please use this source of funds table to summarize the project costs and sources of funds. Please double click in the cell to open the table. Once complete, close out of the table to transfer data.

For Priority 1: Please use Addendum A of the Application instead of this source of funds table.

Total Project Cost	\$873,423.90
General Funds Provided by the PSAP Applicant(s)	\$0.00
Any Non-911 Board Funded Grant(s)	\$0.00
911 Fund Balance to be Applied to this Project (911 Eligible Expenses)	\$0.00
911 Annual Distribution to be Applied to this Project (911 Eligible Expenses)	\$0.00
Potential Amount via Funding Reconsideration (911 Eligible Expenses)	\$430,646.64
Amount Requested via 2026 PSAP Grant Application (Non-Eligible Expenses)	\$442,777.26
Balance Remaining (Should be Zero)	\$0.00

^{*}The above-referenced project cost and sources of funds must clearly identify the complete funding of the project. The applicant must detail how the funds will be utilized in the project overview, which needs to be completed in the appropriate grant priority section. Failure to provide the foregoing information will result in disqualification of the application from further consideration or assignment of a different priority (if the applicant does not

adequately support its selected priority). If a revised quote is received after grant application submission or grant funding award, this will not increase the grant award amount or use of ETSF indicated in the source of funds table.

Project Description

1. Project Overview

A. Provide a complete and succinct overview of the project, including identifying all PSAPs that will participate in the project. Specifically, describe how the project will improve 911 services to the communities served.

Perquimans-Gates 911 Communications is seeking grant funds in the Fiscal Year 2026 Grant Cycle to replace end-of-life equipment in our Primary PSAP. The installation of this equipment will be timed with the move in as a part of our current 911 Center Expansion project grant. 1. Funding to replace end-of-life radio equipment in alignment with the North Carolina 911 Board's recommended replacement schedule. Following Motorola's announcement that the MCC7500E will be phased out, our agency plans to transition to the AXS platform to ensure continued interoperability and system reliability. While the Motorola quote shows an additional (6th) radio position, it has been removed from this funding request. In addition, funding is needed for the recorder contractor to connect to the new radio equipment in the new 911 Center. 2. Funding to purchase a base radio for 5 dispatch console positions to strengthen backup communications. These base stations will enable dispatching capabilities on a patched channel for our 11 volunteer fire departments that currently lack Viper 800 MHz radio support, enhancing their ability to receive timely and direct communication during emergencies. 3. Funding for one portable radio to serve as a backup unit for the fifth console position, which was added in 2024 following the Perquimans-Gates 911 consolidation.

B. Provide a timeline the PSAP will follow for the project as required by law for the grant agreement. The timeline must include a start date (not earlier than execution of grant agreement), end date, number of months to complete the project, and estimated milestones.

Apply for State 911 Funding

May 2025 October 2025

State 911 Project Award Grant Agreement Execution

November 2025

Purchase Orders Issued to Vendors Substantial Completion

January 2026

Work Completed/Genet Final

August 2026

C. Describe how the project will leverage the Statewide ESInet, collaborative continuity planning, and emerging Next Generation 911 technologies.

The transition to the Motorola AXS system aligns with statewide interoperability goals and ensures our 911 center can meet current and future public safety needs through enhanced resilience, speed, and functionality. This system has new features and is built to grow/expand our technological capabilities. These upgrades will help ensure efficient 911 center radio communications for Perquimans and Gates Counties.

D. For grant projects involving one or more Primary PSAPs:

Provide evidence that clearly identifies Interlocal Agreements (ILAs) between all participating jurisdictions, indicating each jurisdiction's responsibilities relating to the project, how the jurisdictions and PSAPs will collaborate, and how resources will be allocated or shared. In lieu of ILAs, letters of intent must be submitted as a part of the grant application. ILAs will be required prior to the Board entering into a grant agreement for any consolidation or colocation.

- Perquimans-Gates Interlocal Agreement for the consolidation of 911 Communications
 Services Signed March 2024
- Chowan-Perquimans Interlocal Agreement for Backup PSAP Signed 2022
- PSAP Mutual Aid Agreement Signed 2024

See attached supporting Documents

IMPORTANT: All information for this section must be included with the grant application. Applications will not be considered if this information is omitted. There will be no request from staff to provide omitted information. It is the responsibility of the applicant to ensure inclusion.

Read and understood the above requirements.

2. Fiscal Overview

A. How will this project improve the fiscal efficiencies of all participating jurisdictions?

Based primarily on state contract equipment pricing to ensure the most cost-effective option. Neither County has local funding to complete this much needed project without assistance from the NC 911 Board. This work aligns with the current recommended replacement schedule by the NC 911 Board.

B. For grant projects involving one or more Primary PSAPs:

What will be the financial commitment from the participating jurisdictions to ensure the success of the project? Please include information about the Emergency Telephone System

Fund, general funds, and any non-911 Board grants budgeted for the project or for the PSAP operations and expenses.

Due to the recent consolidation resulting in an overall reduction in ETSF annual combined allocation, there is no ETSF funds available from our operating budget. Neither County has local funding to complete this much needed project without assistance from the NC 911 Board.

C. Describe the sustainability of the project. If the project will have ongoing expenses, such as monthly or annual recurring charges, identify how the project will be sustained in the future without additional 911 Grant Program funding. Note that costs funded through a grant are not eligible 911 expenses and will not be funded through the monthly distributions to PSAPs (see the attached Grant Policy). Ineligible expenses will be the responsibility of the participating jurisdictions.

Ongoing radio maintenance expenses are budgeted in the local general fund appropriations.

IMPORTANT: All information for this section must be included with the grant application. Applications will not be considered if this information is omitted. There will be no request from staff to provide omitted information. It is the responsibility of the applicant to ensure inclusion.

Read and understood the above requirements.

3. Organizational Management and Operational Overview

A. How will daily operations change with this project?

Our backup capabilities will be greatly improved with the addition of a base radio at each console position. Because of the geographical location of our 2 counties, portable radios often aren't reliable.

- B. Who will be the managing entity, how will operational decisions be made, and how will the organizational structure and staffing change?
 - Perquimans County Emergency Services remains the managing entity for the Perquimans Gates 911 Center. Our 911 Division is staffed with 4 Full-time Telecommunicators per shift, 1 QA Coordinator, 1 Operations Manager and a few part-time staff for callouts/vacation/etc. The Emergency Servies Director and Asst. Director provide administrative support and coordination.
- C. This application must include the number of seats (console positions) and state how many have been approved by the Board- Grant funding will not provide any equipment or service funding for non-approved Board seats. If a PSAP is seeking a facility grant, the funding formula in Addendum A must be used.

Perquimans-Gates 911 Communications is approved for 5 seats in our Primary PSAP. While the Motorola quote shows an additional (6th) radio position, it has been removed from this funding request.

IMPORTANT: All information for this section must be included with the grant application. Applications will not be considered if this information is omitted. There will be no request from staff to provide omitted information. It is the responsibility of the applicant to ensure inclusion.

Read and understood the above requirements.

4. Project Costs and Documentation

- A. Describe the overall project budget including a detailed list of each expenditure in the project based upon the number of Board-approved seats with its cost, if the cost is one-time or recurring, the funding stream/cost category that will be used to pay the cost, and why each is needed. Include any equipment to be reused and equipment or other items to be purchased. Separate the categories to include:
 - General Funds Provided by the PSAP Applicant(s)
 - Non-911 Board Funded Grants
 - 911 Fund Balance to be Applied to this Project (ETSF Eligible Expense)
 - 911 Annual Distribution to be Applied to this Project (ETSF Eligible Expense)
 - Potential Amount via Funding Reconsideration (ETSF Eligible Expenses)
 - Amount Requested via 2026 PSAP Grant Application (Non-eligible Expenses)

Potential Amount via Funding Reconsideration (ETSF Eligible Expenses)

*Motorola

\$428,146.64

- -5 Board Approved Seats
- -One-time cost
- -Equipment Replacement per Recommended Replacement Schedule

*Carolina Recording Systems

\$2,500.00

- -5 Board Approved Seats
- -One-time cost
- -Equipment connections to existing recorder

Amount Requested via 2026 PSAP Grant Application (Non-eligible Expenses)

*Motorola

\$556,143.06

- -5 Board Approved Seats
- -One-time cost
- -Equipment Replacement per Recommended Replacement Schedule
- B. How will you ensure all old and new equipment/software/infrastructure will be compatible? If equipment is end-of-life, provide documentation from the vendor validating the status.

The current console system is end of life and new system has been reviewed by 911 Board Staff for approved eligibility.

C. Provide detailed quote(s) including itemized costs/pricing, scopes of work, and any applicable diagrams (i.e., radio and furniture diagrams). Ensure this information is attached with the grant application.

See attached quotes (2)

D. Please provide a copy of your PSAP(s) most recent Financial Planning Tool that includes technology replacements and/or enhancements and identify how the project fits within it.

See attached financial planning tool

*Applications will not be considered if eligibility is not determined, or the detailed information is omitted. All requests for assistance with eligibility review related to this grant project are due to the PSAP Eligibility email PSAPEligibilityRequest@nc.gov by May 1, 2025. All eligibility review submissions will be processed on a first come, first serve basis. Please keep in mind, due to anticipated interest in the grant program, Board staff will have limited time to assist with the review, and every request for eligibility review may not be granted due to the number received. To expedite processing your eligibility review request, you must perform your initial review and provide comments and questions with your eligibility review submission. This will assist in a timelier review of your eligibility inquiry. There must be a detailed list stating all eligible and non-eligible expenditures. If staff reviewed quote(s) for eligibility, that final determination must be submitted with the application.

Read and understood the above requirements.

IMPORTANT: All information for this section must be included with the grant application. Applications will not be considered if this information is omitted. There will be no request from staff to provide omitted information. It is the responsibility of the applicant to ensure inclusion.

Read and understood the above requirements.

5. Project Oversight

A. Identify the project manager and/or review panel, including names (if known) and roles, as they apply to the project.

Jonathan Nixon, Emergency Services Director – Project Manger Julie Solesbee, Asst Emergency Services Director – Grants Manager Andrea Stoner, 911 Operations Manager – Job Coordinator

B. Explain in detail how the project manager and/or review panel will provide project structure and perform project oversight, including budget management.

Strict adherence to the project timeline will be accomplished by project meetings and payment schedules that are closely monitored.

C. Explain how the project will be completed by identifying the project goals, objectives, timeline, benchmarks, and deliverables, noting any ramifications if they are not met.

The goal of this project is an updated/new radio console system with backup base radio capabilities. The timeline provided early in this document demonstrates the benchmarks for the project.

IMPORTANT: All information for this section must be included with the grant application. Applications will not be considered if this information is omitted. There will be no request from staff to provide omitted information. It is the responsibility of the applicant to ensure inclusion.

Read and understood the above requirements.

Addendum A: FY2026 Grant Program PSAP Facility Grant
Construction/Renovation Formula and Project Cost and Funding Sources Table

FY2026 Grant Program Workshop

Attendance at the FY2026 PSAP Grant Program Workshop was held virtually on Tuesday, March 26, 2025, and required for all grant applicants. All grant applicants seeking funds for PSAP construction or renovation were required to stay through the entire presentation, including the portion discussing this Addendum. If more than one PSAP/jurisdiction is participating in a joint/collaborative Application, all PSAP/jurisdictions involved were required to attend the workshop and participate in the discussion of this Addendum. Please list the name, title, and PSAP/jurisdiction of each attendee.

Click or tap here to enter text.

For PSAPs seeking a grant for facility funding (Priorities 1 or 5), note the following formula, which must be used to determine the maximum allowable amount of funding for square footage:

- Square Footage Allocation Formula Use only the current Board-approved seat count to complete this formula table.
 - Multiply the number of Primary PSAP Board-approved seats by 150. This will be the communications/operations area square footage.

- Multiply the communications/operations area square footage by 67%. This will be the equipment and mechanical room square footage.
- Add the communications/operations square footage to the equipment and mechanical room square footage and multiply by 1.6. This will be the critical support space total square footage.
- Combine all total square footage totals (communications/operations; equipment and mechanical; and critical support space). This will be the maximum total square footage for your facility grant.
- Use the table below to create the total square footage pursuant to this formula. After you enter the number of Board-approved seats, the rest will automatically calculate the square footage totals.
- Multiply the square footage by the estimated price per square footage, based upon the design and build estimate from vendor(s), to calculate the amount of grant funds requested for construction.
- O The construction grant funds will not include purchases for technology, furniture, etc. and those requested items must be listed separately in the Project Costs, found in Section 4 of this Application, and must be based upon the number of Board-approved seats.

Please double click in the cell to open the table. Once complete, close out of the table to transfer data.

Only Fill Out the Green Colored Cells:	
Number of Board Approved Seats Only	
Board Approved Seats Square Foot	15
Communications/Operations Area Square Foot Total	1.7
Equipment and Mechanical Room (E&M) (Multiply Communications/ Operations Area by 67%)	
Subtotal Operations, E&M Square Foot	
Critical Support Space (Multiply Subtotal by 1.6)	WWW.
Building Construction Square Foot Total	
Per Square Foot Cost Based on the Design and Build Estimate Provided by Vendor (Board Approved Seats Only)	
Building Construction Square Foot Cost (Board Approved Seat(s) Only)	\$0.00 \$0.00
Leave This Section Blank If you are Not Requesting Additional Seat(s) or <u>Do Not Have Dedicated Approved Backup Seat</u> foor Space Above Board Approved Scat(s) Only for Primary PSAP tequested Number of Additional Seat(s) (Floor Space Only)	s for another PSAP
Additional Scat(s) Square Foot	150
ddllonal Seat(s) Communications/Operations Area Square Foot Total	, , , , , , , , , , , , , , , , , , ,
uilding Contraction Square Foot Total (Line 8) Plus Additional Seat(s) Communications/Operations Square Foot Total (Line 16)	0
edicated Floor Space for Board Approved Backup PSAP(s) Seats in the Primary PSAP	
equested Number of Additional Seat(s) (Floor Space Only for Dedicated Approved Backup PSAPs Seats)	
dditlanal Seat(s) Square Foot	150
dditional Seat(s) Communications/Operations Area Square Foot Total	150 0.
ullding Contraction Square Foot Total (Line 8) Plus Additional Seat(s) Communications/Operations Square Foot Total (Line 16)	0
Building Construction Square Foot Cost (Board Approved Seat(s) Plus Additional Seat(s) Square Foot)	\$0.00

For any requested communications/operations area floor space above that based on the Board-approved seat count, the PSAP must complete the rows in "Floor Space Above Board-Approved Seat(s) Only for Primary PSAP" and/or "Dedicated Floor Space for Board-Approved Backup PSAP(s) Seats in Primary PSAP" as applicable in the table.

The request for "Floor Space Above Board-Approved Seat(s) Only for Primary PSAP" means that the Primary PSAP is seeking additional communications/operation area floor space to allow the PSAP to expand its own staffing in the future. As part of the request for the "Floor Space Above Board-Approved Seat(s) Only for Primary PSAP," the PSAP must provide supporting documentation for any seat requested above the 911 Board-approved seat count. As each locality is different, it is the responsibility of the applicant to provide supporting documentation that shows demographics, statistics, comprehensive plans, etc., that demonstrate the specific need for additional communications/operations floor space. The request for any space above that allowed by the standard formula set forth above will be considered on a case-by-case basis. This request for additional space will only be taken into consideration by the Board in its review of the grant application and there is no guarantee of award for either the standard formula funding nor the additional funding requested by the locality. Note, a grant cannot be used to increase the Board-approved seat count. Any requests for seat count increases or eligibility of funds to equip extra seats or positions must follow the applicable Board policy that addresses those requests.

The request for "Dedicated Floor Space for Board-Approved Backup PSAP(s) Seats in the Primary PSAP" means the Primary PSAP is already serving as a Board-approved backup for another Primary PSAP(s), and will need to continue to have communications/operations area floor space for its partner Primary PSAP(s). Provide the name(s) of the Primary PSAP(s) for which your facility is serving as the Board-approved backup PSAP.

Click or tap here to enter text.

The percentage of potential maximum allowable for the total grant submission is Tier-1 at 90%, Tier-2
at 85%, Tier-3 at 80%, and consolidation of two or more Primary PSAPs with a potential maximum
allowable of 100%. Radio system towers are excluded from facility grant consideration.

Read and understood the above requirements.

VI.2.A Page 14 NC 911 Board Fiscal Year 2026 Grant Application

<u>Priority 1 Only Funding Source Table</u>: Please use this table to summarize the project costs and sources of funds. Please double click in the cell to open the table. Once complete, close out of the table to transfer data.

Total Project Cost	NATIONAL DESCRIPTION OF THE PROPERTY OF THE PR	\$0.0
	d by the PSAP Applicant(s)	
PSAP Name:		
	Sub-Tota	so.c
Any Non-911 Board Fu	nded Grant(s)	
PSAP Name:		
PSAP Name:		
PSAP Name:		
PSAP Name:	7// 7// 1// 1// 1// 1// 1// 1// 1// 1//	
PSAP Name:		
	Sub-Total	50.0
Emorgency Telephone	System Fund Balance to be Applied to this Project (911 Eligible	Evanses!
PSAP Name:	The state of the s	
PSAP Name:	TOTAL	
P5AP Name:		
PSAP Name:		NEW 11.
PSAP Name:	TOTAL CONTROL	
PSAP Annual Distribution	Sub-Total on to be Applied to this Project (911 Eligible Expenses)	\$0.00
PSAP Name:	Since the Applied to this Project (311 Eligible Expenses)	
PSAP Name:		
PSAP Name:	701	
PSAP Name:	THE PROPERTY OF THE PROPERTY O	
PSAP Name:		THE TANKS IN THE PARTY OF THE P
otential America C.	Sub-Total	\$0.00
PSAP Name:	inding Reconsideration (911 Eligible Expenses)	
PSAP Name:	THE AREA STATE TO THE STATE OF	
PSAP Name:	7. 17. 17. 17. 17. 17. 17. 17. 17. 17. 1	
TERRETAIN TO THE TOTAL THE TOTAL TO THE TOTAL THE TOTAL TO THE TOTAL THE TOTAL TO T	THE PROPERTY OF THE PROPERTY O	VIV.T.IIV.IIV.IIV.IIV.IIV.IIV.IIV.IIV.II
PSAP Name: PSAP Name:		
PAR Malue:		
	Sub-Total	\$0.00
mount Requested Via	2025 PSAP Grant Application (Non-Eligible Expenses)	
PSAP Name:		
		THE PERSON NAMED AND ADDRESS OF THE PERSON NAMED AND ADDRESS O
PSAP Name:	The state of the s	
	Sub-Total	\$0.00

The NC 911 Board Grant Policy and Consolidation Policy are provided below for reference.

*** Note: While the grant opportunity restricts a Primary PSAP from having two open grants, for the FY2026 grant cycle, the portable radio grant does not apply to this limitation.

NC 911 Board Grant Policy

PSAP grants are authorized by G.S. 143B-1407(c) and require a PSAP Grant Agreement with the 911 Board. Funding reconsiderations may be considered by the NC 911 Board pursuant to GS 143B-1406(a)(4) and the Board's policies regarding funding reconsiderations.

A) Grant Priorities

The Board may establish one or more priorities to be utilized in evaluating and awarding grants. Priorities shall be established not less than early (60) days in advance of advertising grant availability. The Grant Committee shall establish weightings for priorities, if any, established by the Board. The Staff shall identify those weightings in the nonce of grant opportunities. Unless otherwise provided by law, the Board may identify a sum or a percentage of revenues to fund grants together with funding priorities. The Grant Committee shall recommend an allocation of available funds for grants after evaluating grant applications.

B) Grant Cycles

The Board may establish one or more grant cycles in each fiscal year. The earliest may occur following notice of the 911 Board's proposed funding in December of each year. In establishing a grant cycle, the Board shall advertise grant availability, and operate the grant program in a manner that leverages local government budgetary processes and available funds. In the first quarter of the Board's fiscal year, the Board may allocate funds for grants as authorized by GS 143B-1405(c) (from CMRS allocations) and GS 143B-1406(b) (from PSAP allocations).

Grant cycles will be advertised as required by GS 143B-1407 and the Board's Rules. Applications shall be due no later than 90 days from the first day of the grant cycle, unless otherwise established by the Board.

Board staff will conduct a grant application process workshop which may be attended in person, subject to available meeting space, or electronically. Staff will review the application form, the priorities established by the Board, conduct a question and answer session, and identify submission requirements such as interlocal agreements, or similar activities pertinent to the grant process. Staff may seek clarification of any cost, price or element presented by an applicant. Clarifications, if any, will be made in writing.

C) Grant Review and Evaluation

The Board's staff will review all grant applications prior to evaluation. Staff shall confer with grant committee regarding need for subject matter experts (SMEs) and take action to secure such services or other action as directed by the Executive Director. Staff shall advise the Grant Committee regarding funding reconsiderations and grant funding, any impact upon a grant applicant's future funding arising from the applicant's request, communications between staff and an applicant to clarify a grant application, past grants awarded, and such other matters as relevant to the grant program.

Effective Date: 3 March 2021

NC 911 Board Gram Policy - Page 1 of 3

Grant applicants shall appear before the Grant Committee, or the Board, at a date and time scheduled for oral presentations.

The Grant Committee will consider the applications and evaluate each application after applicants' or al presentations. Evaluation criteria shall include requirements of GS 143B-1407, weighted priorities established by the Board and other criteria as necessary or proper. Following review and evaluation by the Grant Committee, staff shall prepare an action item for reporting out committee's deliberations including fiscal reviews, SME reports/advice, rationale for recommendation, and such other information as directed by the Grant Committee. PSAPs may not seek a grant when the PSAP has more than one active grant. Provided, however, that the Grant Committee may consider a grant application regardless of the foregoing if the PSAP has been unable to complete a grant due to force majeure conditions.

Hems or costs identified on the Approved Use of Funds List for funding through the PSAP monthly distributions are not eligible for grant funding.

Grantees submitting applications for costs that were previously submitted but not funded may not receive priority scoring. Projects comprising multiple phases or otherwise segregated and submitted in multiple grant cycles may not receive priority scoring.

An applicant may not file more than one grant application in a grant cycle.

Grant funds shall not be used to purchase or provide goods or services to secondary PSAPs in excess of the secondary PSAP funding policy.

D) Grant Agreements

Grant agreements must be executed by the grantees and returned to the Executive Director with any necessary interlocal agreements or other necessary documentation within ninety (90) days of presentation to the grantee.

E) Grant Funding Modifications

Grantees seeking additional funding through their grant agreements must submit an application in a grant cycle. In the event a grantee submits a request for additional funding as an amendment to a grant agreement, the Board and the Executive Director shall refer the request to the Grant Committee. The 911 Board Staff will review all requests. The Staff may request such other and further information as deemed necessary to fully consider the request. PSAPs shall provide such information as requested pursuant to GS 143B-1406(f).

Grant applications presenting, or including, a funding reconsideration request shall be referred to the Executive Director and the Funding Committee.

F) Grant Termination, Suspension, Close out

PSAP representatives shall attend 911 Board meetings to present their requests, provide additional information, clarification, and support their requests. The Funding Committee

Effective Date: 3 Murch 2021

NC 911 Board Grant Policy - Page 2 of 3

shall act without delay in any action taken and shall make a recommendation to the 911 Board for action no later than the Board's May meeting.

The Executive Director will provide periodic reports on grantees' progress and funding. Upon closing out a grant, any remaining funds allocated to the grant shall revert to the grant fund.

G) Grant Committee Membership

The Board Chair may appoint two or more Board members, and other persons as the Chair determines upon recommendation of a Board member or the Executive Director. The Executive Director may, upon request of the Grant Committee or at the direction of the Board Chair, identify one or more subject matter experts to assist the Grant Committee with review and evaluation of grant applications. In the absence of a Grant Committee, grant applications will be reviewed and evaluated by all members of the 911 Board

Effective Date: 3 March 2021

Consolidation Policy

Definitions:

PSAP consolidation means the management of all 911 Call Taking performed by two or more PSAPs within a defined geographical area in a single primary PSAP organization having responsibility for all Call Taking in the combined 911 service area.

A co-location of PSAPs means the sharing of physical facilities and may include sharing infrastructure for Call Taking such as CAD, 911 answering positions, radio consoles, and logging recorders while the PSAPs are managed by separate authorities.

Statutes & Principles:

Call Taking: the act of processing a 911 call for emergency assistance by a primary PSAP, including the use of 911 system equipment, call classification, location of a caller, determination of the appropriate response level for emergency responders, and dispatching 911 call information to the appropriate responder. GS 143B-1400(7)

Primary PSAP: the first point of reception of a 911 call by a PSAP, GS 143B-1400(23)

PSAP: a PSAP receives an incoming 911 call and dispatches "appropriate agencies" to respond to the call. GS 143B-1400(25)

The Board has a policy to fund secondary PSAPs in accordance with its statute. That policy is based upon transferring a 911 call to complete the call taking process, where the secondary PSAP acts as an extension of the primary PSAP.

Effective date: 18 May 2018



TEENA W. PICCIONE SECRETARY & STATE CHIEF INFORMATION OFFICER NC 911 BOARD CHAIRMAN MELANIE A. JONES NC 911 BOARD VICE CHAIR

L. V. POKEY HARRIS NC 911 BOARD EXECUTIVE DIRECTOR

September 8, 2025

Mr. Jonathan A. Nixon Emergency Services Director Perquimans-Gates 911 Communications 159 Creek Dr. Hertford, NC 27944

Dear Jonathan,

The North Carolina 911 Board Grant Committee completed the FY2026 Grant Program review process and subsequently made recommendations to the 911 Board on August 22, 2025. Via electronic submission of this letter, I am pleased to advise the recommendation was unanimously approved by the Board for the award of Perquimans County's grant project, Radio Replacement Project, in the amount of \$442,777.26.

To continue the process for the award of grant funding, an intent of acceptance is required by Perquimans County. Once this acceptance is received, preparation of the grant agreement that will outline the terms and conditions of the grant award will begin. Please advise of Perquimans County's willingness to accept the noted award amount and to complete the grant project in its entirety as submitted in the grant application. Your acceptance of the grant award must be received no later than Friday. September 19, 2025, by a letter submitted electronically as a response to the email in which this letter was transmitted.

The grant agreement will be presented to Perquimans County no later than Monday, November 3, 2025. The County must then advise of acceptance of the grant agreement no later than Wednesday, December 3, 2025. The signed grant agreement will be due back to me no later than Monday, January 5, 2026, for countersignature. The execution of the grant agreement will be handled electronically. Exchange of hard copies via USPS or in-person will not be necessary. You are being notified of these key dates to ensure the award process can be finalized appropriately. Therefore, please note failure to meet any deadline outlined in this letter will result in the award being de-obligated.

Congratulations on the award for your project! We look forward to working with you on it.

Sincerely,

L. V. Pokey Harris

L.V. Pokey Harris
Executive Director
North Carolina 911 Board

Contract No.

AGREEMENT

THIS AGREEMENT (the Agreement) is made effective the ______ day of the month of ______, 2025 by and between Perquimans County, the Grantee and the North Carolina 911 Board (hereinafter referred to as 911 Board), an agency of the State of North Carolina. Grantee and the 911 Board (together "the Parties") hereby agree as follows:

WITNESSETH:

WHEREAS the 911 Board was created by N.C. Gen. Stat. §143B-1400 et seq. to collect and administer the 911 Fund, and

WHEREAS the 911 Board solicited grant applications pursuant to N.C. Gen. Stat. §143B-1407, 09 NCAC 06C .0400, and procedures for Grants adopted by the Board, and

WHEREAS Grantee submitted a Grant Application to upgrade its radio console system, and

WHEREAS the 911 Board allocated funds for the purposes identified in the Grant Application.

NOW, THEREFORE, the Parties enter into this Agreement, and in consideration of the mutual promises and such other valuable consideration as shall be set out herein, the Parties hereto do mutually agree to the following terms and conditions:

Definitions:

- a. Project: Perquimans-Gates 911 Communications Radio Replacement Project.
- b. Deobligation: the 911 Board's cancellation or downward adjustment of all or part of the grant award. Deobligation, if imposed, will not affect disbursed funds but will affect any remaining amount of awarded funds.
- c. Executive Director: Executive Director of the 911 Board.
- d. Grant Funds: the amount authorized for award by the 911 Board, \$442,777.26.
- e. Grant: Financial assistance provided by the 911 Board, or a subgrantee, to carry out activities whereby the 911 Board anticipates no programmatic involvement with the grantee or subgrantee during the performance of the Grant.
- f. Grantee: Perquimans County, notwithstanding N.C. Gen. Stat. §143C-6-23(a)(3).
- g. Ineligible Costs: such expenses that are not funded through the Monthly Distributions defined in N.C. Gen. Stat. §143B-1406(a), and not identified in the Approved Use of Funds List published on the 911 Board website.
- h. Interlocal agreement: Reserved.
- i. State Funds: Any funds appropriated by the N.C. General Assembly or collected by the State of North Carolina. For the purposes of this Agreement, Grant Funds are State Funds. Grantee recognizes that the expenditure of money deposited in the State treasury, including the 911 Fund, is subject to allocation and appropriation of funds to the agency for the purposes set forth in this Agreement.

- j. Subgrantee: As defined in N.C. Gen. Stat. §143C-6-23(a)(4), a non-State entity that receives a grant of State funds from a Grantee of a State Agency, here the 911 Board, or a Subgrantee of a Grantee, but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.
- k. Unit, or unit of local government:

As defined in N.C. Gen. Stat. §143C-1-1(d)(29), a municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by N.C. Gen. Stat. §160B-2(1), and all boards, agencies, commissions, authorities and institutions thereof that are not municipal corporations.

As defined in N.C. Gen. Stat. §160A-460, means a county, city, consolidated city-county, local board of education, sanitary district, facility authority created under Article 20 of Chapter 160A of the General Statutes, special district created under Article 43 of Chapter 105 of the General Statutes, or other local political subdivision, authority, or agency of local government.

- 2. Scope of Project: To replace the Grantee's existing radio console system with the Motorola AXS console platform. The Grant Funds shall only be used to pay for the portions of the project that are ETSF ineligible.
 - a. Grantee shall be responsible for administrative and management duties associated with the Project; and shall be responsible for completing the goals and objectives described in the Grant Application. This Grant shall only be used for paying for portions of the project that are Ineligible Costs. To the extent that the Project includes expenses that are not eligible for monthly distribution or reimbursement pursuant to N.C. Gen. Stat. §143B-1406 and are not included in the Grant Funds allocated by the 911 Board, Grantee agrees it shall be responsible for all expenses for the non-eligible items. For eligible expenses limited by the 911 Board policies, e.g., chairs, monitors, Grantee shall be responsible for all expenses exceeding the expense limitations for such items.
 - b. Grantee shall prepare and submit reports as stated in Exhibit A.
 - c. Goals and objectives include:
 - 1. For the Primary PSAP, purchase and install five (5) Motorola AXS console positions and a base radio for the five (5) dispatch console positions, as well as one portable radio to serve as a backup unit, all of which will be for use on the PSAP dispatch floor.
 - 2. Increase operability with surrounding emergency response resources and increase redundancy and security.
 - 3. Adhere to rules for PSAP facilities and equipment within 09 NCAC 06C .0200, and for the use of Grant Funds, as stated within 09 NCAC 06C .0400. Incorporate applicable standards for mission-critical facilities published by the Federal Emergency Management Agency (FEMA), the National Fire Protection Association (NFPA), and the National Emergency Number Association (NENA). Ensure continuity of operations during implementation for all response agencies currently served.

- 4. Coordinate technology purchases to facilitate the use of the State NG911 system, including GIS call routing.
- 5. Conduct thorough system(s) testing before acceptance.
- d. Grantee shall not change the Scope of Project without prior written approval of the 911 Board Executive Director.
- Grantee shall submit a revised budget and work plan within sixty (60) days of signing this Agreement together with any changes from the Grant Application if there are changes to the budget or work plan. Revisions and work plan changes should identify project component details (as identified in the Grant Application and this Agreement) and costs identified in the Grant Application together with a timeline that includes component details. These revised documents must reflect any changes and special conditions of the Grant award. The budget must include any matching funds or funds from other sources and the anticipated time when such funds will be spent. Grantee shall identify potential or contingent sources of funding including but not limited to other grants during the term of this Agreement. Any changes in the approved budget that would result in modifying budget line items or allocations, or the addition or deletion of a budget category, shall require prior approval from the Executive Director. Prior approval shall not be required for changes that affect the approved budget unless a line item in the budget allocation is exceeded by ten (10%) percent or \$500.00, whichever is greater. Under no circumstances shall such a change increase the amount of Grant Funds awarded or increase ETSF eligible funds for the project. The work plan should include a timeline and specific milestones and/or deliverables that will be used to measure interim progress and accomplishments of the project during the term of this Agreement. Grant Funds will not be released until these revised documents are approved by the 911 Board Executive Director.
- f. Grantee will procure all goods and/or services for the Project in compliance with State and local procurement laws, rules, and regulations, consistent with the Grant Application and approved project budget.
- g. Grantee will collect and compile documents as directed by the 911 Board for the purpose of Grantee's verifying the requirements of Article 15, Part 10 of Chapter 143B of the N.C. General Statutes.
- h. Grantee shall assist the 911 Board in any audits of Grant Funds by supplying required document(s) to satisfy the requests of an auditor.

3. Changes in the Project.

- a. If any changes to the project or extra work are requested with respect to the Project, such changes must be authorized in writing by the Parties. The 911 Board will not approve any changes that exceed its authority under N.C. Gen. Stat. §143B-1400 et seq., or subsequent modification thereof.
- b. Any work referred to in Paragraph 3(a) above shall be the subject of a separate written agreement stating the costs and schedule for completing any such extra work.
- c. Each Party shall immediately notify the other of any change in conditions or applicable law, or any other event, which may significantly affect its ability to perform the Project.

- d. The Parties agree that the 911 Board may assign this Agreement to its successor, if any; or continue the Agreement by amending the term if legislation is enacted that does, or may, affect the term of this Agreement.
- e. A request for change in the project period requires advance written approval by the 911 Board Executive Director. The request must be submitted in writing, stating the basis for the request, to the 911 Board Executive Director at least sixty (60) calendar days prior to the expiration of the Grant. The Grantee shall submit a revised budget and any other documentation or information requested by the 911 Board Executive Director indicating the planned use of all unexpended funds during the extension period.
- 4. Consolidation. Reserved.
- 5. Term of Agreement. The Parties intend that the term of this Agreement shall begin upon the Effective Date and extend through 31 December 2026 (End Date). The effective period of this Agreement shall commence upon completion by the Parties' authorized signatories (the Effective Date) and terminate upon the End Date unless sooner terminated under Paragraph 14; or amended by written agreement to extend said date by the Parties or their successors in interest. The parties agree that this Agreement may be extended only one time.
- 6. <u>Project Schedule</u>. Grantee shall prepare and deliver a project schedule consistent with this Agreement that substantially conforms to the following:
 - a. The Project is planned to be completed in three (3) phases of four (4) months each, with the entire project completed in twelve (12) months: 1) procurement and planning; 2) installation and testing; and 3) training, final testing, and acceptance. The proposed budget and project plans shall be reviewed, revised, and provided to the 911 Board Executive Director as provided in Paragraph 2(e) above. These revised documents must reflect any changes and special conditions of the Grant award.
 - b. Project timelines and milestones identified in the Grant Application are incorporated herein by reference as Exhibit B.
 - c. The PSAP will continue to operate during the Project; therefore, there will be no disruption to 911 call taking and emergency dispatching services.
 - d. Grantee will procure all goods and/or services for the Project in compliance with State and local procurement laws, rules, and regulations, consistent with the Grant Application and approved project budget.
- 7. <u>Delivery of Grant Funds</u>. The total Grant Funds equal Four Hundred Forty-Two Thousand, Seven Hundred Seventy-Seven and 26/100 (\$442,777.26) Dollars. Grant Funds shall be held by the 911 Board and delivered as follows:
 - a. Funds shall be released to Grantee after receiving copies of Grantee's contracts, purchase orders, and invoices therefor, and Grantee's satisfactory completion of its obligations under this Agreement. Each deliverable offered by the Grantee shall be clearly itemized to show the expenditures meet the scope of this Agreement, to include professional work performed and invoices for supplies. The Grantee shall ensure that all milestone payments are reconciled to an applicable vendor quote to show the eligible and ineligible amounts awarded and the specific funding stream, and in sufficient detail to show the expenses in the invoice are defined to show they were part of the grant award

and that the task in the milestone was completed. Grant Funds shall not be used for updating data gathered during the Project. The 911 Board may release Grant Funds directly to subgrantees upon receipt of evidence satisfactory to the 911 Board Executive Director that all conditions necessary to release such Funds have been satisfied. Such evidence may comprise demonstrated compliance with work and payment schedules of this Agreement and any agreement with a Subgrantee, relevant contracts, purchase orders and invoices therefor, satisfactory completion of testing and acceptance criteria of Grantee's contracts with its vendors, approval of the Grantee, and such other evidence as the Executive Director deems reasonably necessary or proper. Payment schedules may include predetermined progress payments, payments based upon time and materials that are not to exceed a maximum amount, retainage, and such other terms that are consistent with this Agreement.

- b. Grant Funds shall not be released, or paid, in advance of performance of actual services or delivery of reimbursable purchases, nor paid for interest, allocations for budget contingencies, maintenance or other services in future fiscal years. Grant Funds may not be used for any type of bond, monies due upon contract execution, or any type of speculative downpayment for the project. Funds shall be applied to ineligible expenses as identified in the Grant Application as authorized by N.C. Gen. Stat. §143B-1407(b)(4), and to expenses that are eligible under N.C. Gen. Stat. §143B-1400 et seq. and the Rules and policies of the 911 Board. The Grantee agrees that final invoices shall not be reimbursed by the Board until the final report required by Exhibit A of this Agreement is received and accepted by the Executive Director.
- c. The Grantee agrees to submit all requests for reimbursement to the Board under Subsection 7(a) of this Agreement within thirty (30) days of Grantee's payment to that Vendor following performance of services or delivery of purchases. The Grantee agrees that final invoices shall not be reimbursed by the Board until the final report required by Exhibit A of this Agreement is received and approved by the Executive Director as meeting the requirements of Rule 09 NCAC 06C .0405(c).
- d. Indirect costs and administrative costs will not be allowable charges against Grant Funds unless such costs are specifically included in the approved Project budget as incorporated into the award.
- e. As set forth in Rule 09 NCAC 06 .0404(a), Grantee shall deposit grant funds in a bank account maintained by the Grantee and the Grantee shall assign this Grant a unique accounting code designation for deposits, disbursements, and expenditures. All Grant Funds in the account shall be accounted for separately from any other Grantee funds. Grantee will maintain full, accurate, and verifiable accounting records to support the preparation of financial statements in conformity with accounting practices applicable to N.C. local governments as approved by, or consistent with, standards of the Local Government Commission. Expenditures must be consistent with the Project Budget and N.C. Gen. Stat. §143B-1400 et seq.
- f. In the event Grantee breaches any of the covenants or agreements contained in this Paragraph, or any of the representations and warranties of Paragraphs 9, 19, and 24 are untrue as to a material fact as of the date of this Agreement, Grantee agrees to return any unearned Grant Funds held by Grantee and refund sums equal to any non-qualified

expenditures paid with Grant Funds. Grantee's obligations that are created by this Agreement to return Grant Funds and to refund sums apply only to Grant Funds held by Grantee. Grant Funds are "held" by Grantee only to the extent they are in the actual, not constructive, possession of Grantee. Grantee shall timely enforce all such rights and duties and perform its responsibilities to ensure completion of the accounting and return of Grant Funds to the Board.

- g. Grantee must attend workshops or other instructional sessions relating to administration of the Grant or use of 911 Funds provided by the 911 Board during the term of this Agreement.
- h. Funds identified with contingencies or escalations as presented in Grantee's budget documents and financial forecasts shall revert to the Board's Grant Fund if unused or unallocated in a timely manner.
- i. If the Board determines that the actual costs of the Project are less than the Grant amount, the Board, in its sole discretion, may reduce the amount of the Grant accordingly. If the Grantee determines that the actual costs of the Project are less than the Grant amount, it shall report so to the Board and return any surplus Grant Funds it has received to the Board.
- j. As a condition of receiving the Grant, the Grantee must contribute general funds for ineligible costs as described in the Grant Application. The general funds shall come from local resources and may not be derived from other State or federal grant funds unless such other funds were specifically identified in the Grant Application. All general funds shall be expended prior to fully expending Grant Funds.
- 8. <u>Travel Expenses</u>. The approved budget does not include travel costs. Such costs, if any, are limited to reimbursement rates set forth in N.C. Gen. Stat. §138-6; as interpreted by the Office of State Budget and Management, and as amended from time to time. The State of North Carolina's Travel Policy is contained in the State Budget Manual located on the Internet at http://www.osbm.state.nc.us. Original receipts for such expenses shall be retained by Grantee.

9. Independent Status of Grantee.

- a. It is agreed between the Parties that neither this Agreement nor any provisions hereof shall be deemed to create a partnership or joint venture between Grantee and any third party, nor with the 911 Board. It is further agreed that except for the rights expressly granted to Grantee or the 911 Board in this Agreement, neither of them shall have any proprietary rights in the Project.
- b. The Parties acknowledge that Grantee is an independent entity. Grantee shall not represent itself as an agent of the 911 Board; nor shall the Agreement be construed so as to make Grantee an agent of the 911 Board. Grantee shall not have the ability to bind the 911 Board to any agreement for payment of goods or services, nor shall it represent to any person or entity that it has such ability. Grantee shall be responsible for payment of all its expenses, including rent, office expenses and all forms of compensation to employees. Grantee shall provide workers compensation insurance to the extent required for its operations and shall accept full responsibility for payments of unemployment compensation, social security, income taxes and any other charges, taxes or payroll deductions required by law in connection with its operations, for itself and its employees

who are performing work pursuant to this Agreement. All expenses incurred by Grantee are its sole responsibility. The 911 Board shall not be liable for the payment of any obligations incurred in the performance of the Project.

- 10. <u>Conflicts of Interest</u>. Grantee acknowledges and represents that it has adopted policies governing conflicts of interest and ethics in the exercise of its authority, and its actions under this Agreement. Grantee will review, disclose, and employ its best efforts to resolve any anticipated or reported conflict of interest or issue involving its ethics policies during the performance of this Agreement. Grantee shall, upon request, submit a copy of its conflict to interest policy, and shall ensure that such policy conforms to the requirements of N.C. Gen. Stat. §143C-6-23 and other applicable laws.
- 11. Obligation of Funds. Grant Funds provided by the 911 Board may not be utilized to reimburse expenses incurred by Grantee from its General Fund or any other funds prior to the Effective Date or subsequent to the End Date. All unpaid obligations incurred prior to the End Date shall be paid and satisfied by Grantee within thirty (30) days thereafter. Grant Funds shall be deobligated if not expended in the time and manner agreed herein. The 911 Board may deobligate all or part of the awarded funds if:
 - a. The actual cost of goods or services identified in the Grant budget funded by the Grant award is less than the total award, or
 - b. If the activities for which the Grant was awarded do not begin within three (3) months of the effective date of this Agreement.

If Grant Funds are not expended within the term of this Agreement and manner agreed herein, and in compliance with the project schedule and budget, the Board shall provide notice of deobligation of such Grant Funds to the Grantee. Notice of deobligation shall provide an effective date of deobligation which shall not be less than thirty (30) days after the date of the notice.

12. Project Records.

- a. Grantee shall maintain full, accurate and verifiable financial records, supporting documents, and all other pertinent data for this Project in such a manner so as to identify and document clearly the expenditure of Grant Funds provided under this Agreement, separate from accounts for other awards, monetary contributions, or other revenue sources for this Project.
- b. Grantee shall retain all financial records, supporting documents, and all other pertinent records related to the Project for five (5) years from the End Date. In the event such records are audited, all Project records shall be retained beyond such three-year period until any and all audit findings have been resolved.
- c. Pursuant to N.C. Gen. Stat. §143C-6-23, and §147-64.7, Grantee agrees to make available to the State Auditor, Board, or designated representatives of the foregoing, all of its records that relate to the Project, and agrees to allow the 911 Board or its representative to audit, examine and copy any and all data, documents, proceedings, records and notes of activity relating in any way to the Project. Access to these records shall be allowed upon request at any time during normal business hours and as often as the 911 Board or its representative may deem necessary.

d. Grantee acknowledges and agrees that it will be subject to the audit and reporting requirements prescribed by N.C. Gen. Stat. § 143C-6-23 et seq. and Non-State Entities Receiving State Funds or N.C. Gen. Stat. §159-34, The Local Government Budget and Fiscal Control Act - Annual Independent Audit; Rules and Regulations as applicable. Such audit and reporting requirements may vary depending upon the amount and source of funding received by Grantee, and such are subject to change from time to time. Grantee shall constantly monitor all performance under Grant-supported activities, including activities performed by Subgrantees, to ensure that time schedules are being met, projected work units by time periods are being accomplished, and other performance goals are being achieved. Such obligations to comply with the Board's or other agency's monitoring activities shall survive grant closeout and the termination of this Agreement.

13. Publications.

- a. Any published or distributed reports, data, or other information shall contain a disclaimer statement to the following effect: Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the view and policies of the 911 Board.
- b. 911 Board may publish or arrange for the publication of information resulting from work carried out under this Agreement, and copyright any books, publications, films, or other copyrightable materials developed in the course of or resulting from work under this Agreement.
- c. Upon publication of any materials resulting from the work of the Project, Grantee shall furnish a minimum of two copies of reprints to the 911 Board.

14. Termination: Availability of Funds.

- a. If Grantee fails for any reason to fulfill in a timely and proper manner its obligations under this Agreement, the 911 Board shall thereupon have the right to terminate this Agreement by giving written notice to Grantee of such termination and by specifying the effective date of termination. For the avoidance of doubt, Grantee's failure to appropriate funds necessary to complete the project shall be reason for termination. In such event, the 911 Board shall have no responsibility to make additional payments under this Agreement after the End Date. No further expenditures shall be made under this Agreement except for such work as shall have already been performed prior to the End Date and Grantee shall return all unearned funds upon the demand of the 911 Board.
- b. The County agrees it will repay Grant Funds if it fails to comply with any terms of this Agreement. The Grantee shall not be relieved of liability to the 911 Board for damages sustained by the 911 Board by virtue of any breach of this agreement, and the 911 Board may withhold payment to the Grantee for the purpose of set off until such time as the exact amount of damages due the 911 Board from such breach can be determined.
- c. The Parties may terminate this Agreement by mutual consent upon sixty (60) days' notice. Notice may be given by either party to the other at the addresses and to the attention of the Party's representative specified in Paragraph 28 below.
- d. Termination of the contract by the Grantee shall not prohibit the 911 Board from seeking remedies for additional costs consequential to the termination incurred by the 911

Board. The Grantee shall repay to the 911 Board any Grant Funds received in excess of the distributions under this Agreement.

- e. Grantee recognizes that Grant Funds are State Funds, and the expenditure of State Funds deposited in the State treasury, including the 911 Fund, is subject to acts of appropriation by the General Assembly and actions of the Budget Director.
- Liabilities and Loss. The 911 Board assumes no liability, nor shall it have any liability 15. under this Agreement, with respect to accidents, bodily injury, illness, breach of contract or any other damages, claims, or losses arising out of any activities undertaken by Grantee or its contractors under this Agreement, whether with respect to persons or property of Grantee, or third parties. Grantee agrees to obtain insurance to protect it and others as it may deem desirable, or, if it elects not to obtain such insurance, it represents that it has adequate resources available to it for this purpose. Further, Grantee agrees, to the extent permitted by law, to indemnify, defend and save harmless the 911 Board, and their respective officers, agents and employees against any liability, including costs and expenses and attorney's fees, for the violation of any proprietary right or right of privacy arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any information published resulting from the work of the Project or based on any libelous or other unlawful matter contained in such information. Grantee also further agrees, to the extent permitted by law, to indemnify, defend and save harmless the 911 Board, and their respective officers, agents and employees from any and all claims and losses accruing or resulting to any and all subgrantees, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the Project and the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by Grantee or its agents in the performance of the Project.
- 16. Bankruptcy of Third Parties. In the event that any Subgrantee (or other entity other than Grantee) receiving Grant Funds files bankruptcy owing Grantee, the Board or other entities any money, it shall be the sole responsibility of Grantee to (i) immediately notify the Board and (ii) pursue all reasonable claims against the debtor in bankruptcy to obtain the maximum payment allowed by law. To the extent that Grantee fails to pursue the debtor in bankruptcy and obtain the maximum payment allowed by law, Grantee shall be responsible for all amounts paid to such Third Party that are not returned to Grantee; and no Grant Funds may be expended to replace such monies or payments represented by claims against the Third Party.
- 17. Remedies. In the event of Grantee's non-compliance with any provision in this Agreement, Grantee agrees that the Board may take any actions authorized by law or by this Agreement, including but not limited to those described in 09 NCAC 03M .0401. These remedies include, but are not limited to, reducing, or suspending Grant Funds or terminating the Grant, including the withdrawal of all funds described in this Agreement except for funds already expended on otherwise eligible activities which may not be recaptured or deducted from future grants. The Board may also require Grantee to reimburse Grantee's Program account for improperly expended funds by Grantee or any Subgrantee or other Third Party, as set forth in N.C. Gen. Stat. §143B-1407(c).
 - a. Upon non-compliance with the applicable provisions of 09 NCAC 03M, the Board shall take measures under Rule .0801 of that Subchapter to ensure that the requirements are met, including: communicating the requirements to the non-State entity; requiring a

response from the non-State entity upon a determination of noncompliance; and suspending payments to the non-State entity until the non-State entity is in compliance.

- b. Pursuant to 09 NCAC 03M .0703(11), the Parties may terminate this Agreement with 60 days' notice by mutual consent, or as otherwise provided by law. Pursuant to 09 NCAC 03M .0703(13), unexpended Grant Funds shall revert back to the Board upon termination of the Agreement, unless otherwise provided by applicable laws, rules, regulations or orders.
- c. However, no termination of this Agreement or the Grant (i) removes Grantee's liability regarding any Grant Funds improperly expended (including the Board's enforcement abilities to recover such funds) or (ii) removes Grantee's existing and continued obligations and liabilities with respect to Grant Funds already properly expended (including the Board's enforcement abilities).
- 18. Entire Agreement. This Agreement supersedes all prior agreements between the 911 Board and Grantee; and expresses the entire understanding of the Parties with respect to the transactions contemplated herein, and shall not be amended, modified, or altered except pursuant to a writing signed by both Parties.
- 19. Grantee Representation and Warranties. Grantee hereby represents and warrants that:
 - a. Grantee is duly organized and validly existing as a unit of local government under the laws of the State of North Carolina.
 - b. This Agreement constitutes a binding obligation of Grantee, enforceable against it in accordance with its terms. The execution and delivery of this Agreement have been duly authorized by all necessary action on the part of Grantee and does not violate any applicable organizational documents of Grantee, or any agreement or undertaking to which it is a party or by which it is bound.
 - c. Grantee shall allocate such further and sufficient funds to complete the project in a manner consistent with this Agreement and the Grant Application.
 - d. There is no action, suit, proceeding, or investigation at law or in equity or before any court, public board or body pending, or to Grantee's knowledge, threatened against or affecting it, that could or might adversely affect the Project or any of the transactions contemplated by this Agreement or the validity or enforceability of this Agreement or Grantee's ability to discharge its obligations under this Agreement.
 - e. All consents or approvals necessary from any governmental authority as a condition to the execution and delivery of this Agreement have been obtained by Grantee. Grantee shall provide the 911 Board with evidence of the existence of all such contracts at the time of the execution of this Agreement. Grantee will provide written assurances from the County confirming that funding contingencies identified in the Grant Application are waived and that all such parties agree that grant funding is sufficient for the purposes and scope of the Grant.
 - f. The Grantee will notify the 911 Board Executive Director of any significant problems relating to the administrative or financial aspects of the award, such as misappropriation of funds; use of 911 Funds for non-eligible expenses; or placement or retaining 911 funds in any account other than the Emergency System Telephone Fund.

- g. Grantee certifies that it has complied with N.C. Gen. Stat. §§14-234 and 133-32 and shall continue to require compliance for itself and any vendors, contractors or other third parties during the term of this Agreement. Any violations of N.C. Gen. Stat. § 14-234(f) shall be reported to the Board's Executive Director within ten (10) days of Grantee learning of such violation.
- 20. <u>Performance Measures</u>. Grantee shall ensure that its contracts with third parties include performance measures that provide remedies ensuring protection of the Grant Funds, any matching funds or funds from other sources, and that secure completion of this Agreement consistent with the time and budget for the Project. Specific measures are within the discretion of Grantee, and Grantee shall consider including measures including one or more of the following:
 - a. Requiring terminated vendors to provide costs of cover for replacement goods or services.
 - b. Termination of vendor contracts for cause and vendor's forfeiture of rights to payment.
 - c. Grantee's ownership, or free use, of all planning materials, estimates, drafts, plans, drawings and similar items or information produced by Grantee's vendors in the event of termination for any reason.
 - d. Grantee's requirement that its vendors provide contract security for their performance, including but not limited to, bonds, letters of credit, escrows of funds or other assets, or like security.
 - e. Terms and conditions of agreements allocating damages and setting forth limitations of liability as may be necessary or proper to ensure that any breaches or failures to perform by Grantee's vendors, as a minimum measure,
 - f. Acceptance testing and warranties for any and all equipment, goods and services provided by Grantee's vendors of sufficient duration and measurement to ensure performance consistent with 911 center operations.
- 21. <u>Subcontracting</u>. Grantee shall not subcontract any of the work contemplated under this contract without obtaining prior written approval from the 911 Board. Any approved subcontract shall be subject to all conditions of this Agreement. Only the subgrantees specified in the Application are to be considered approved upon award of the contract. Grantee shall be responsible for the performance of any subgrantee; and shall require all subgrantees to comply with the provisions of the grant award, including this Agreement. Grantee shall be responsible for the performance of any subgrantee.
 - a. Grantee shall ensure that any subgrantee provides all information necessary or proper to ensure compliance with this Agreement and the timely completion of the Project.
 - b. The Grantee shall provide all necessary personnel, equipment, and facilities required to implement the work as stated in the Grantee's Grant Application and subsequently approved project schedules, budgets and project scope identified herein, in accordance with the stated objectives, goals, results, standards, and deliverables.
- 22. Excusable Delay (Force Majeure). Neither party shall be liable for any failure or delay in performing any of its obligations under this Agreement that is due to causes beyond its reasonable control, such as, but not limited to, acts of God, earthquakes and other natural catastrophes,

governmental acts, shortages of supplies, riots, war, fire, epidemics, delays in common carriers, labor strikes or other difficulties or circumstances beyond its reasonable control. Grantee shall notify the 911 Board promptly of any factor, occurrence or event that comes to its attention that may affect or delay Grantee's ability to perform any of its other obligations hereunder. The obligations and rights of the excused party shall be extended on a day-to-day basis for the time period equal to the period of the excusable delay.

- 23. Dispute Resolution. The Parties agree that it is in their mutual interest to resolve disputes informally. A claim by Grantee shall be submitted in writing to the 911 Board for decision. A claim by the 911 Board shall be submitted in writing to Grantee for decision. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Agreement. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under this Agreement, or at law; or invite the other party to submit the matter to mediation. If both Parties agree to submit the matter to mediation, the following actions shall be taken:
 - a. Each Party shall recommend a mediator certified by the N.C. Courts after first determining that the recommended mediator, and said mediator's firm, if any, have no conflict or prior knowledge of the matter to be resolved, and no prior work for or against either Party,
 - b. The recommended mediators must have knowledge of the general subject matter of the FCC 911 laws, regulations and 911 practices,
 - c. The recommended mediators must be able to execute and deliver a satisfactory confidentiality and non-disclosure agreement if information exempt from disclosure under N.C. Gen. Stat. §132-1, et seq. is relevant or material to the matter to be resolved,
 - d. Recommended mediators and their respective contact and qualification information shall be exchanged within five (5) days to each party as provided in Paragraph 28 below following the agreement to mediate.
 - e. Unless the Parties mutually agree to select a particular mediator, the selection of a mediator shall be determined by the Mediator's earliest available date to initiate mediation. Any agreement to mediate shall require the Parties to appear and mediate the matter in good faith in accordance with the schedule and calendar established by the Mediator, and
 - f. Provided, however, that this term shall not constitute an agreement by either Party to mediate or arbitrate any dispute; and that any agreement to mediate may be revoked or terminated without penalty therefor if so advised by the N.C. Attorney General.

24. Special Provisions and Conditions.

- a. The 911 Board may request from Grantee certain information that will assist 911 Board with evaluation of the short and long-range impact of its programs. Grantee recognizes that such requests may occur after termination of this Agreement and agrees, to the extent possible, to provide such information as requested.
- b. If the 911 Board finds that Grantee has used Grant Funds for an unauthorized purpose, or in a manner not agreed and approved as provided in this Agreement, the Board

shall report such findings to the Attorney General, The Office of State Budget and Management, the Office of the State Auditor, the Local Government Commission, and the Office of the State Controller, as may be required by applicable law and regulations. Funds shall not be disbursed to Grantee if the Grantee fails to comply with the reporting requirements of this Agreement.

- c. <u>Nondiscrimination</u>. Grantee agrees not to discriminate by reason of age, race, religion, color, sex, national origin, or handicap related to the activities of this Agreement.
- d. <u>Conflict of Interest</u>. Grantee certifies that to the best of its knowledge no employee or officer of Grantee has any pecuniary interest in the business of the 911 Board or of the Project, and that no person associated with Grantee has any interest that would conflict in any manner with the performance of the Agreement.
- e. <u>Order of Precedence</u>. To the extent of any conflict between this Agreement, including the Exhibits comprising Grantee's Grant Application and supporting documents and Reporting Schedule, such conflicts shall be resolved by first referring to this Agreement, followed serially by the Reporting Schedule, Grant Application, and lastly by other subordinate documents in reverse order to their adoption.
- f. <u>Compliance with Laws</u>. Grantee shall at all times observe and comply with all laws, ordinances, and regulation of the state, federal and local governments which may in any manner affect the performance of the Agreement.
- g. <u>Non-Assignability</u>. Grantee shall not assign any interest in the Agreement and shall not transfer any interest in the same without prior written consent of the 911 Board; provided, however, that claims for money due to Grantee from the 911 Board under this Agreement may be assigned to any commercial bank or other financial institution without such approval.
- h. <u>Personnel</u>. Grantee represents that is has, or will secure at its own expense, all personnel required to carry out and perform the scope of services required under this Agreement. Such personnel shall be fully qualified and shall be authorized under state and local law to perform such services.
- i. <u>Future Cooperation</u>. The Board and Grantee agree to cooperate fully with one another, to execute any and all supplementary documents and/or agreements that may be necessary or helpful to give full force and effect to the terms of this Agreement and to the Parties' intentions in entering this Agreement.
- j. <u>Unauthorized Aliens</u>. No costs incurred as a result of work performed by unauthorized aliens shall be eligible for reimbursement by Grant Funds. As such, in submitting a reimbursement request to the Board for payment, Grantee shall be required to certify to the Board that the expenses for which reimbursement is sought were not incurred as a result of work performed by unauthorized aliens. Contracts awarded by the Grantee that are funded by this Grant shall require Grantee's Vendor(s) and each of its subcontractors comply with the E-Verify requirements of N.C. Gen. Stat. Chapter 64, Article 2.
- 25. <u>Intellectual Property Rights</u>. All documents, data, databases, maps, compilations and other works produced by Grantee or any subgrantee under this Agreement shall be considered either

Works for Hire under applicable copyright law, or as public records, and neither Grantee nor any subgrantee shall have any property rights of ownership in such works.

- 26. <u>Confidential Information</u>. The Parties acknowledge and agree that each is subject to the N.C. Public Records Act, which is set forth in N.C. Gen. Stat. §132-1, et seq. The Parties further acknowledge and agree that other standards of confidentiality may apply to information made or received during the performance of this Agreement. Such information may include proprietary information of a third party. Prior to accepting any proprietary information, the receiving Party shall ensure that an appropriate and acceptable non-disclosure agreement (NDA) is prepared. Any NDA shall ensure:
 - a. That the Proprietary Information is protected as permitted by applicable law,
 - b. That the Proprietary Information is available and accessible to all persons as may be necessary to complete the purposes of this Agreement, and
 - c. That the Proprietary Information is clearly marked as such.
- 27. <u>Proprietary Information</u>. Proprietary information shall be subject to the N.C. Public Records Act, which is set forth in N.C. Gen. Stat. 132-1, et seq. Grantee shall ensure that any third party is encouraged to review the applicable Statutes prior to submitting any information or documentation believed to be proprietary.
 - a. 911 Board may maintain the confidentiality of certain types of information described in N.C. Gen. Stat. §143B-1412 and §132-1, et seq. Such information may include trade secrets defined by N.C. Gen. Stat. §66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132-1.2.
 - b. Grantee may permit third parties to designate appropriate portions of reports, data, and other deliverables as confidential, consistent with and to the extent permitted under the statutes set forth above, by marking the top and bottom of pages containing confidential information with a legend in boldface type "CONFIDENTIAL." By so marking any page, any disclosing party warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors that the portions marked confidential meet the requirements of the Statutes set forth above.
 - c. The 911 Board may serve as custodian of confidential information and not as an arbiter of claims against any party's assertion of confidentiality. If an action is brought pursuant to N.C. Gen. Stat. §132-9 to compel disclosure information marked confidential, the disclosing party agrees that it will intervene in the action through its counsel and participate in defending the 911 Board, including any public official(s) or public employee(s). The 911 Board agrees to promptly notify Grantee in writing of any action seeking to compel the disclosure of a third party's confidential information. The 911 Board shall have the right, at its option and expense, to participate in the defense of the action through its counsel. The 911 Board shall have no liability to Grantee or any third party with respect to the disclosure of confidential information ordered by a court of competent jurisdiction pursuant to N.C. Gen. Stat. §132-9 or other applicable law; nor by disclosure of unmarked information or information that is publicly known.
- 28. <u>Notice</u>. All notices required or permitted to be delivered hereunder and all communications in respect hereof shall be in writing and shall be deemed given when personally delivered by one or more of the following: by email, which the parties agree is the preferred method for delivery,

or when deposited in the United States mails, first class, postage prepaid and properly addressed, as follows:

If to the 911 Board: Attn: L. V. Pokey Harris, Executive Director

N.C. 911 Board P.O. Box 17209 Raleigh, NC 27609

Ph: 919-754-6621

E-Mail: pokey.harris@nc.gov

If to Grantee: Attn: Jonathan A. Nixon

Emergency Services Director

159 Creek Drive Herford, NC 27944

Ph: (252) 426-5646

E-Mail: admin911@perquimanscountync.gov

or addressed to such other address or to the attention of such other individual as the 911 Board or Grantee shall have specified in a notice delivered pursuant to this Subsection.

- 29. <u>Construction</u>. This Agreement shall be construed and governed by the laws of the State of North Carolina. The place of this Agreement, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or in tort, relating to its validity, construction, interpretation, and enforcement shall be determined. The Parties agree and submit, solely for matters relating to this contractual Agreement, to the jurisdiction of the courts of the State of North Carolina and stipulate that Wake County shall be the proper venue for all matters.
- 30. This Agreement will expire and Grant Funds will be deobligated if the Agreement is not signed and returned to the 911 Board for countersignature no later than sixty-three (63) days from the date it was sent to Grantee.

IN WITNESSETH	WHEREOF,	the	Parties	hereto	have	executed	this	Agreement	as	of	the	date
first above written.										-		

	Perquimans County
	Ву:
	Title:
	Date:
ATTEST:	
This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.	
Ву:	
Director of Fiscal Operations	
	N.C. 911 Board
	Ву:
	Title:
	Date:
	The state of the s

Exhibit A Reporting Schedule

Grantee shall report the following to the Board, by providing information to the Executive Director:

- 1. Grantee's contracts shall include performance measures and acceptance testing criteria to ensure that the equipment and services meet the operational and technical requirements of the 911 center. Grantee shall provide copies of contracts, purchase orders and invoices for any equipment or services for which Grant Funds will be expended, including direct disbursements to subgrantees, if any. Such items shall be reported to the Executive Director in a timely manner to ensure prompt payment for any authorized invoices.
- 2. Progress Reports or assessments that demonstrate the success, or lack thereof, of the Project. The progress reports shall include activities and actions within the Scope of Project (Section 2), Project Schedule (Section 6), any changes in the governance proposed in the Grant Application (Section 3), achievement or progress regarding PSAP priorities identified in the Grant Application and the following information: a comparison of actual accomplishments to the goals and objectives described in the Grant Application as such are established for the period and any significant findings; reasons why established goals were not met, if applicable; and other pertinent information including, where appropriate, analysis and explanation of cost overruns or projected changes in time or funding needed for completion of project objectives.
- 3. A general project timeline of milestones is listed or incorporated herein and shall be revised consistent with progress reports and budgets for the Perquimans County PSAP.
- 4. Monthly Reports: The Grantee shall provide monthly reporting of contracts, purchase orders and other financial matters identified in Exhibit A Paragraph 1 above. These monthly reports shall be delivered beginning on 5 February 2026 and continue thereafter on the fifth day of each month for the term of the Agreement.
 - a. The Grantee shall submit one copy of each report via email in Microsoft Word and in PDF format to both the Board's Grant Program email address, 911GrantProgram@nc.gov, and the PSAP's assigned Regional Coordinator.
 - b. The Grantee shall appear and provide presentations to the 911 Board during the term of this Agreement upon request of the 911 Board.
- 5. Interim Reports: Between the required reporting dates, events may occur which have significant impact upon the project or program. In such cases, the Grantee shall inform the 911 Board as soon as the following types of conditions become known:
 - a. Problems, delays, or adverse conditions which will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work. This disclosure shall be accompanied by a statement of the action taken or contemplated, and any Federal or other assistance needed to resolve the situation.
 - b. Favorable developments or events that enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

c. Interim reports shall be delivered not less than annually.

6. Final Project Report

- a. The Grantee shall submit one copy of the final project report via email in PDF format to both the Board's Grant Program email address, 911GrantProgram@nc.gov, and the PSAP's assigned Regional Coordinator within 45 days after the end of the project period.
- b. The final project report shall document and summarize the results of the work. It shall include detailing the activities, expenditures of the funds, and the ways in which the needs identified in the Grant Application were met. The final report shall be submitted within 45 days after the end of the project period, and shall be accompanied by supporting documentation for all expenditures of the Grant Funds.
- c. The Grantee shall submit at the same time of the final report the final invoices to be reimbursed. The Grantee agrees that final invoices shall not be reimbursed by the Board until the final report is received and approved as meeting the requirements of Rule 09 NCAC 06C .0405(c).
- Budgets and/or budget projections for subsequent years, as may be developed during the term of this Agreement, illustrating financial support to update and maintain the Project equipment.

Exhibit B Grant Application

Grantee's Grant Application is incorporated by reference.

Perquimans-Gates 911 Center Radio Replacement Project

Supporting Documents

- Interlocal Agreement for the Consolidation of 911 Communications Services for Perquimans County, NC and Gates County, NC
- 2. County of Chowan and County of Perquimans Interlocal Agreement for Backup PSAP
- 3. County of Perquimans PSAP Mutual Aid Agreement with Wilson, Lincoln, and Rutherford
- 4. Grant Proposals
 - a. Motorola Solutions (Includes Equipment Breakdown)
 - Eligibility Email
 - MCC7500E End of Life Replacement Email
 - Note: While the Motorola quote shows an additional (6th) radio position, it has been removed from this funding request.
 - b. Carolina Recording Systems
 - Eligibility Email

Project Description - Question 1D

NORTH CAROLINA
PERQUIMANS COUNTY

INTERLOCAL AGREEMENT FOR THE CONSOLIDATION OF 911 COMMNICATIONS SERVICES FOR PERQUIMANS COUNTY, NC AND GATES COUNTY, NC

THIS AGREEMENT is made and entered into this 1st day of March, 2024 by and between PERQUIMANS COUNTY, (hereinafter referred to as "PERQUIMANS") and GATES COUNTY, (hereinafter referred to as "GATES") for the purpose of consolidating 911 Communications Services.

WITNESSETH:

WHEREAS, Perquimans County and Gates County are political subdivisions of the State of North Carolina, both having the power and authority to enter into this Agreement with the signatories hereto having been authorized to execute this document on behalf of the Perquimans County Board of Commissioners and the Gates County Board of Commissioners; and

WHEREAS, the jurisdictions and residents of Gates County would benefit in terms of life safety and efficiency of service from a consolidated 911 Public Safety Answering Point (PSAP) providing services to Gates County; and

WHEREAS the undersigned governmental jurisdictions wish to agree to the establishment and maintenance of a consolidated PSAP, to be hereinafter known as "Perquimans-Gates 911 Communications"; and

WHEREAS, the establishment of such PSAP will provide improved law enforcement, fire and emergency medical service communications within the boundaries of the participating jurisdictions; and

WHEREAS. Perquimans is willing to provide law enforcement, fire and emergency medical service communications with the combined dispatching operations to be located at the Perquimans County Communications Center, which will serve as the central location for citizens to make and receive calls for public safety needs, subject to the execution of this Agreement.

NOW THEREFORE in consideration of the mutual terms and covenants and conditions set forth herein, it is hereby agreed and covenanted among the undersigned as follows:

- 1. The effective date of this agreement and contract shall be 12:01 am on March 1, 2024, and the Agreement shall continue in effect until terminated by the consent of the undersigned parties, subject to the termination processes and procedures noted herein.
- 2. PERQUIMANS agrees to assume all operational responsibility for emergency telecommunications for GATES beginning March 1, 2024.
- 3. PERQUIMANS and GATES mutually agree that the combined telecommunication operations will be managed by PERQUIMANS. PERQUIMANS and GATES will hold regular coordination meetings, at a minimum semi-annually, in order to communicate feedback and review overall service. Such coordination meetings will include an expansion of the current Perquimans 911 Communications Division Advisory Board to include representation from Gates County Administration and First Responders.
- 4. Any costs associated with consolidation and transitioning of services (including, but not limited to, any necessary antenna/tower work, establishing CAD services, moving or programming radio equipment), as well as establishing functioning backup PSAP services in Chowan County, are the responsibility of Gates County.

Project Description - Question 1D

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

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

WITNESSETH:

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

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

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

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

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

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

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

1. PURPOSE OF AGREEMENT

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

2. RESPONSIBILITIES OF CHOWAN

- 2.1 Chowan agrees to provide a physical location for placement and use of equipment needed for Perquimans to function as their 911 Center. Chowan agrees to provide enough space for three (3) workstations.
- 2.2 Chowan agrees to provide antenna space for Perquimans to install necessary radio equipment,
- 2.3 Chowan agrees to provide space in its recording system to capture all Perquimans telephone and radio traffic during a Perquimans failure at Perquimans' expense.
- 2.4 Chowan agrees to provide data connectivity (internet) at the Chowan location for Perquimans data use.
- 2.5 Chowan agrees to maintain its 911 Center facility operationally functional and up to date as possible.
- 2.6 Chowan agrees to provide key or other methods of access to Perquimans so that Perquimans will have access should a failure occur in Perquimans.
- 2.7 Chowan agrees to give the Perquimans 911 Director as much advance notice as practicable under the then existing circumstances of its need and intent to operate within the Perquimans facility.
- 2.8 Chowan agrees to process all Perquimans calls during a catastrophic failure until which time Perquiman's personnel can reach the backup 911 Center and resume operations.
- 2.9 Chowan agrees to work with Perquimans to help train Perquimans telecommunicators in dispatch methods for Chowan.
- 2.10 Chowan agrees to keep confidential any information received, held or transmitted which is defined as confidential under state or federal law.

3. RESPONSIBILITIES OF PERQUIMANS

- 3.1 Perquimans agrees to provide a physical location for placement and use of equipment needed for Chowan to function as their 911 Center. Perquimans agrees to provide enough space for three (3) workstations.
- 3.2 Perquimans agrees to provide antenna space for Chowan to install necessary radio equipment.
- 3.3 Perquimans agrees to provide space in its recording system to capture all Chowan telephone and radio traffic during a Chowan failure at Chowan's expense.
- 3.4 Perquimans agrees to provide data connectivity (internet) at the Perquimans location for Chowan data use.

- 3.5 Perquimans agrees to maintain its 911 Center facility operationally functional and up to date as possible.
- 3.6 Perquimans agrees to provide key or other methods of access to Chowan so that Chowan will have access should a failure occur in Chowan.
- 3.7 Perquimans agrees to give the Chowan 911 Director as much advance notice as practicable under the then existing circumstances of its need and intent to operate within the Chowan facility.
- 3.8 Perquimans agrees to process all Chowan calls during a catastrophic failure until which time Chowan personnel can reach the backup 911 Center and resume operations.
- 3.9 Perquimans agrees to work with Chowan to help train Chowan telecommunicators in dispatch methods for Perquimans.
- 3.10 Perquimans agrees to keep confidential any information received, held or transmitted which is defined as confidential under state or federal law.

4. GOVERNING LAW

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

5. WARRANTY

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

6. MODIFICATION

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

7. SEVERABILITY

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

8. HEADINGS

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

9. ENTIRE AGREEMENT

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

10. TERM

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

11. TERMINATION

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

12. NOTICES

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

Chowan County Sheriff PO Box 78 Edenton, NC 27932

Perquimans County Emergency Services Director PO Box 563 Hertford, NC 27944

13. BINDING EFFECT

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

14. NON-DISCRIMINATION

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

15. OTHER AGREEMENTS

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

16. REMEDIES

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

(SIGNATURES AND ACKNOWLEDGEMENTS ON FOLLOWING PAGE)

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

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

CHOWAN COUNTY

Bob Kirby, Chairman

ATTEST:

Susanne Stallings, Clerk

NORTH CAROLINA Chaway COUNTY



1, Carrie Britan, a Notary Public in and for the aforesaid County and State, do hereby certify that Susarine Stallings (insert name of person attesting above) personally appeared before me this day and acknowledged that she is Clerk of Challan County (for example), a North Carolina municipal corporation, and that by authority duly given and as the act of the County of [Manager, sealed with its corporate name by its Manager, sealed with its corporate seal, and attested by herself as Clerk (if that's the title the one attesting is).

Witness my hand and Notarial Seal, this 15th day of June, 2022.

My Commission expires: 10-05-2024

This instrument has been pre-audite fiscal control act.	ed in the manner required by	the local government budget and
Perquimans County Finance Office	(a 1/2022) Date	Time
	PERQUINA Wallage Nels	NS COUNTY Soil Chairman
ATTEST:		1
Mary Humicutt, Clerk		
NORTH CAROLINA Perouimans COUNTY		The state of the s
certify that Mary Hunnicuth before me this day and acknowledged t Carolina municipal corporation, and the Persumans the foregoing instrument corporate seal, and attested by herself a Witness my hand and Notarial My Commission expires: 4/4/23	nat she is Clerk or Tergunal at by authority duly given and a ant was signed in its corporate and s Clerk (if that's the title the on	s the act of the County of ame by its Manager, sealed with its e attesting is).
EXP. 4/4/23 QUELLE OF MANS COMMANS COM	William C. Yeath Notary Public	7

STATE OF NORTH CAROLINA COUNTY OF PERQUIMANS PSAP MUTUAL AID AGREEMENT

1. PURPOSE OF MUTUAL AID AGREEMENT

Perquimans County recognizes there may be times when the Perquimans—Gates Primary Public Safety Answering Point (PSAP), as well as their Backup PSAP, located in Chowan County, becomes incapacitated. The purpose of this document is to establish a temporary, short-term Mutual Aid Agreement whereby, in the event of a Primary and Backup PSAP failure. Perquimans and Gates County's 911 and administrative calls will be transferred to the following county(ies), subject to the terms of this Mutual Aid Agreement:

- 1. Chowan County (see existing Memorandum of Understanding).
- 2. Wilson County,
- 3. Lincoln County,
- 4. Rutherford County.

The preferred methods of communication between Perquimans-Gates 911 Communications and the Assisting PSAP will be:

- 1. Statewide VIPER 800 channel
- 2. Telephone
- 3. DCIN Message.

2. RESPONSIBILITIES OF PERQUIMANS-GATES PSAP

- 2.1 Perquimans County understands that each party's foremost responsibility is to its own citizens.
- 2.2 Perquimans County will be responsible for obtaining radio resources for the duration of the event.
- 2.3 Should the Perquimans-Gates Primary PSAP remain incapacitated for longer than 24 hours, the respective PSAP Managers will discuss compensation for any upstaffing needed to assist with the additional workload.
- 2.4 Perquimans will request any necessary documentation to include recordings from the Assisting PSAP Manager during a Perquimans failure.
- 2.5 Perquimans agrees to give the Assisting PSAP Manager as much advance notice as practicable under the then existing circumstances of its need for 911 Calls to be answered and information relayed.

3. RESPONSIBILITIES OF ASSISTING COUNTY PSAP

- 3.1 The Assisting PSAP agrees to maintain its 911 Center facility operationally functional and up to date as possible.
- 3.2 The Assisting PSAP agrees to capture all telephone traffic associated with Perquimans-Gates during a Perquimans-Gates failure and share any requested recordings as time allows.
- 3.3 The Assisting PSAP agrees to process all Perquimans-Gates telephone calls during a catastrophic failure until which time Perquimans-Gates can resume operations.

All parties also covenant and agree to the following:

- Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State
 of North Carolina, without reference to any conflict or choice of laws provision which would operate to make the
 internal laws of any other jurisdiction applicable.
- Modification. This Agreement shall only be modified, amended or supplemented, by a written instrument signed by both parties to this Agreement.
- Term and Termination. This Agreement is in effect perpetually, unless replaced by future edition. Any party may
 cancel its participation by providing written notice addressed to the respective County Manager and PSAP Manager,
 delivered by registered or certified mail.

- 4. Non-Discrimination. Neither party hereto shall discriminate on the basis of race, religion, ereed, color, gender or national origin.
- 5. Other Agreements.
 - a) Nothing herein shall prevent either party to this Agreement from entering into other agreements with other counties or local governmental entities in relation to the same subject matter herein.
 - b) This Agreement is not intended to impact or change the provision of any existing Backup Center plan.
 - e) This Agreement shall not be construed to impose an unconditional obligation on any party to the Agreement.
 - d) This Agreement is in effect perpensilly, unless replaced by future edition.
 - e) Each PSAP will be responsible for its own expenses incurred while traveling, and reimbursement of expendable resources may be required.

The County of Perquimans hereby adopts the updated PSAP Mutual Aid Agreement, based on the October 5, 2020 agreement, effective September 3, 2024.

Attesti

Chairperson, Prquimans Board of Commissioners

Clerk to the Goard of Commissioners



The County of Wilson hereby adopts the updated PSAP Mutual Aid Agreement as of 09/18/24

Attest:

Chairperson, Wilson Board of Commissioners

Clerk to the Board of Commissioners

Attest:

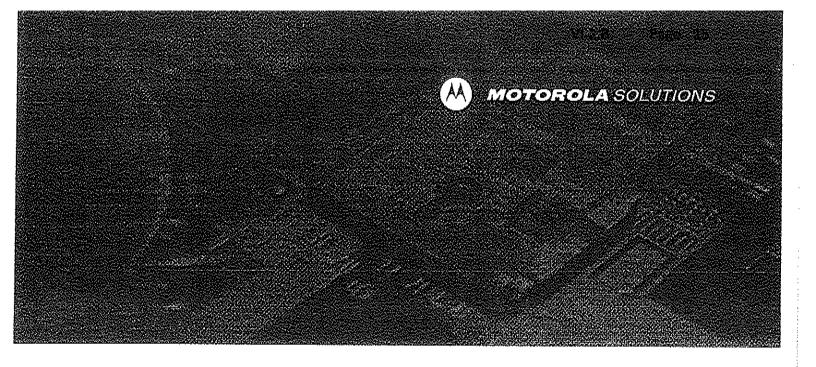
Lincoln County Manager

Authorize

Annex

Clark to the Board of Commissioners

The County of Rutherford hereby adopts the updated PSA	P Mutual Aid Agreement as of 11/13/2024
Attest: Document by: Eryan L. Laing Expansioners Chairperson, Rutherford Board of Commissioners	Clerk to the Board of Commissioners



Perquimans County, NC

Budgetary AXS Consoles Proposal April 24, 2025

Eligible \$428,146.60 Incligible \$556,143,06 - 68,567.80 Add-on Equinor - 44,798,00 Add-on Equinor #449,777.26

\$ 430,696_69 Total Eligible (Material Continual and a)
\$ 442,777.26 Incligible

[#873,423.90]

The design, technical, and price information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola Solutions, Inc.

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Console System Overview

In response to a request from Perquimans County, North Carolina, Motorola is providing budgetary pricing for Dispatch Console equipment to support 911 Dispatch facility operations. The Dispatch Center proposal is for a five position AXS P25 Dispatch Console System as detailed below. Consoles are anticipated to be utilized with the statewide VIPER P25 radio network. The pricing provided is based on the Design Assumptions listed below. Services include installation, optimization, and project management. It is noted here that Viper has not tested or vetted the AXS console for use with Viper. The AXS vetting process will need to be completed by Viper prior to the installation of any AXS equipment connecting with Viper. This proposal is for budgetary planning purposes and is not an offer for sale of the AXS console equipment.

The system design consists of a five operator position AXS IP based Console System to be located at the Primary Dispatch facility. Consoles are anticipated to be utilized and connected with the statewide VIPER P25 radio network Master Core designated by Viper. Conventional Channel Gateway (CCGW) equipment is provided at the facility to control up to thirty two conventional resources for use with the AXS consoles. Examples of conventional resources are backup 800 MHz resources for VIPER, conventional UHF, and VHF channel resources.

A Conventional Site Controller (CSC) is supplied for the Dispatch Center to operate the console in backup mode in the event of a Master Site link failure

Twenty four inch touch screen display monitors are provided for use at each operator position.

Software based Instant Recall voice recorder will be installed on each operator position computer. This will allow for recall of recordings of recent voice traffic by the dispatch operator. This system is not a replacement for and does not provide functionality of a long term voice recorder or recording storage system. Long term voice recording equipment or IP recording equipment is not part of this quotation.

An option to add one additional AXS position to bring the total to six positions is provided.

The system equipment costs provided are based on the Design Assumptions listed below. Services below include engineering, installation, optimization, project management and first year warranty.

As a part of this budgetary proposal, Motorola will do the following tasks that for the shortening of the ice bridge to accommodate the new equipment room that is being constructed by Perquimans:

- Deconstruct thee existing ice bridge and relocate to new entry port location per R56 standards.
- Relocate the Radio and Network equipment from the EMS storage room to the new equipment room. (A total of 3 Racks) and ground per R56.
- Relocate the network equipment from the existing server room to the new equipment room (1 rack) and ground per R56.
- Relocate (3) GPS antennas for the Gates Radio Equipment.
- Relocate (20) RF antenna cables (new termination connectors and grounding kits included).
- Provide required hardware for equipment mounting and grounding.



**Please note the ice bridge work and relocation of the equipment and antennas/lines will cause downtime and the work will need to be coordinated between Motorola and Perquimans County. **

Please note that the information in this quote is provided for informational (or budgetary) purposes only and does not constitute an offer to sell or license any Motorola Solution product. This quote is not binding on Motorola Solutions and Motorola Solutions is making no representations, warranties, or commitments with respect to pricing, products, or terms and conditions, which would require more information and further detailed analysis of the requirements for which this quote is requested. In order to move forward with this project, Motorola Solutions will need to prepare and deliver to Perquimans County a complete proposal that includes a comprehensive system description, statement of work, terms and conditions, responsibility matrix, and project timeline.

Pricing

Equipment: \$3474,060,40

Installation/System Integration Services \$325,969.00

Onsite AXS Console Training \$19,725.00

(5) APX 8500 & (1) APX 8000 Back Up Radios \$5146950

Total: \$ 870,923.90

Option add-on AXS Console Equipment \$68,567,80

Optional add-on AXS Console Installation \$44,798.00

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Total with add-on: \$ 984,289.70

Design Assumptions

This is a budgetary quote and not an offer for sale.



^{*}Pricing in accordance with NC State Contract 725G, assumes single implementation, Valid through 6/24/2025.

- Budgetary cost for five new AXS console positions is provided for a console system to be located at the Perquimans County Primary 911 Operations Center. The system will also include equipment to operate up to thirty two conventional radio resources. A P25 Logger is not provided with this proposal.
- 5 APX 8500 and 1 APX 8000 Portable Radio have been provided as a part of this proposal for back up use. The APX8500s will be located next to each operator position.
- An option for one additional AXS console position is provided.
- Instant Recall Recorder software for each operator position is included.
- One twenty four inch touch screen monitor display is included for each operator position
- The standard console system spare equipment package is included for the Primary Dispatch Center.
- A Conventional Site Controller is supplied at the Dispatch facility to operate the console in backup mode in the event of a Master Site link failure.
- The VIPER System Manger must approve the addition of AXS consoles, subscribers or new talk groups for Perquimans County. Perquimans County shall work directly with VIPER personnel to obtain any working agreements or documentation that may be required regarding use of the VIPER system as well as connection of the AXS console system.
- VIPER Master Site License expansion costs required for the console system are included.
- Consoles utilized on the VIPER system will operate on version A2022.1 ASTRO P25 system release. Cost for future system upgrades of the console system is not included in the equipment list but will be provided as part of the proposal. VIPER console users must maintain console system release versions that are current with the VIPER system release.
- The Dispatch console site will require Ethernet connectivity with the VIPER Zone Master Site designated by Viper. Obtaining Ethernet connectivity as well as any recurring costs for connectivity to VIPER shall be the responsibility of Perquimans County. Motorola will provide Perquimans County with the Ethernet requirements and specifications for the console to Master Site link.
- No towers, shelters, generators or UPS devices are included in this Pricing.
- The pricing quoted assumes adequate physical space, HVAC and electrical requirements at all locations for the new equipment
- Costs for IP logging equipment, has not been provided with this quote for Perquimans County.
- Upon console system go live a one year warranty period will begin. At the end of the
 warranty a change order to the existing maintenance/SUA agreement will be required or a
 new contract can be entered in to. Motorola will provide pricing ahead of time for budgeting
 purposes.

Tariffs

If a change in law or regulation, including but not limited to any changes to import/export restrictions or regulations, occurring after the Effective Date significantly impacts the economics of this Agreement for Supplier, Supplier may initiate good faith negotiations to amend this Agreement. If these negotiations fail to reach a mutually acceptable amendment within 30 days, Supplier may terminate this Agreement upon 10 days written notice with no further liability.

Due to significant market and tariff volatility, as well as fluctuations in the cost of energy and raw materials including, but not limited to, steel, copper, finished wood, and concrete, Motorola



Solutions reserves the right to equitably adjust the contract price, completion schedule, and/or contract requirements. Additionally, Motorola Solutions reserves the right to apply a fuel surcharge to quoted freight rates based on the prevailing diesel cost at the time of shipment.



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記録は144以 Total ETSF eligible (Epsip & Services & Training) 近55,143.06 faeblable (Equip & Services) 1944,249.76 Total Equip and Services

Julie Solesbee

From:

PSAP Eligibility Request <PSAPEligibilityRequest@nc.gov>

Sent:

Wednesday, May 28, 2025 2:04 PM

To: Cc: Joseph Knox; Julie Solesbee; Jonathan Nixon Falco, Kristen L; PSAP Eligibility Request

Subject:

Re: Perquimans County FY2026 Grant - Motorola Quote

Attachments:

20250528 Perquimans Pri AXS New Building AXS Consoles 4.24.2025 FINAL.pdf;

20250528 Perquimans Pri AXS Equipment List Breakdown FINAL.xlsx

Good afternoon.

Thank you for the quick turnaround. Jonathan, I moved my comments over to the new proposal. Total ETSF eligible for the primary PSAP AXS consoles is \$428,146.64. Ineligible is \$556,143.06.

Thank you,

Sarah H. Templeton

Financial Review Specialist
North Carolina 911 Board
N.C. Department of Information Technology
Office: 919-754-6103
Cell: 919-602-0912

sarah.templeton@nc.gov NC 911 Board Website

From: Joseph Knox < joseph.knox@motorolasolutions.com>

Date: Wednesday, May 28, 2025 at 1:39 PM

To: PSAP Eligibility Request <PSAPEligibilityRequest@nc.gov>, Solesbee; Julie

<jsolesbee@perquimanscountync.gov>, Nixon, Jonathan A <jnixon@perquimanscountync.gov>

Cc: Falco, Kristen L < kristen.falco@nc.gov>

Subject: [External] Re: Perquimans County FY2026 Grant - Motorola Quote

CAUTION: External email. Do not click links or open attachments unless verified. Report suspicious emails with the Report Message button located on your Outlook menu bar on the Home tab.

Good afternoon,

Thank you, Sarah. The calculation was incorrect. I've updated the proposal to match the correct numbers you mentioned.

As for the add-on console, I have further broken it down for you, Jonathan/Julie, as you'll see in the pricing summary, should you choose to seek local funding.

Joseph Knox

Account Manager - Eastern, NC Motorola Solutions, Inc. M. 910-800-0832

Julie Solesbee

From: Joseph Knox <joseph.knox@motorolasolutions.com>

Sent: Thursday, May 29, 2025 5:38 PM
To: Jonathan Nixon; Julie Solesbee

Subject: MCC7500/E End of life

Good afternoon,

As we discussed on the phone, your MCC7500E consoles have an announced end of life following the dates below. Your recommended upgrade path would be to the Motorola AXS Console system, which is our latest platform and approved on VIPER.

Final order date 9/30/2021 Final ship date 12/21/2021 Release and Service Support End 12/31/2030

Joseph Knox
Sr. Account Manager - North Carolina
Motorola Solutions, Inc.
M. 910-800-0832
E. joseph.knox@motorolasolutions.com

For more information on how and why we collect your personal information, please visit our <u>Privacy Policy</u>.





ACCOUNT MANAGER:

SHIP TO:

BILL To:

QUOTE #

Nelly Torres Customer Success Manager (252) 375-6579

nelly.torres@crsnc.com

Jonathan Nixon jnixon@perquimanscountync.gov

Jonathan Nixon jnixon@perquimanscountync.gov

Q-00571 Quote Date: 04/11/2025

159 Creek Drive Hertford, NC 27944 PO Box 563 Hertford, NC 27944 QUOTE EXPIRATION: 06/30/2025

Installation Services

Propredayar	15	ex O U/ANTEEN/	Unit Erre	<u> AEXTRADITATE</u>
MATERIALS	Installation Materials for facility, audio cables, network cables, grounding connections as required.	1	\$1,000.00	1,000.00
INSTALL	Connection, configuration and testing of resources	1	\$1,500.00	\$1,500.00

\$2,500 Eligible



Scope of Work:

- Connect patch panel in new room to existing patch panel in old room
- · Route and install cabling to facilitate connection, ensuring proper labeling and testing
- Provide onsite Recording Specialist to support vendors and agency IT on project

Note:

This quote does not include the expansion of recording channels on the recorder. If additional channels need to be added and the current system lacks available licenses, new licenses will need to be purchased at an additional cost.

QUOTE SUMMARY	AMOUNT
Instaliation Services	\$2,500.00
Total:	\$2,500.00

Taxes, shipping, handling, and other fees may apply.

Optional items that are quoted may not be included in the Quote Summary Total. If Optional items are selected, the additional cost will be added to the total when not already applied.

We reserve the right to cancel orders.

Order Remittance: Contact your CRS Account Manager for processing.

ACCEPTANC	E		
CRS / Caro	lina Recording Systems, LLC	Perquiman	s County 911
SIGNATURE	Nelly Tornes	SIGNATURE	
Name	Nelly Torres	NAME	Jonathan Nixon
DATE	04/11/2025	DATE	04/11/2025



Ionathan Nixon

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From: Sent: To: Cc: Subject: Attachments:	Thursday, May 29, 20 Julie Solesbee; Falco, Jonathan Nixon; PSAF Re: 20250529 FY2026	Kristen L	er Relocation - Final,pd1
Julie,			
The attached quote is elig	lible in the quoted amount o	of \$2,500.00.	
Let me know if you have a	ny questions.		
Thanks			
Brian K. Short, RPL B North Central Regional C			
NC 911 Board North Carolina Departme	nt of Information Technolo	gy	
Mobile: 919-561-4119 855-662-2911 (NMAC To Brian.short@nc.gov	ll Free)		
X 10			
			.*
Date: Thursday, May 29,		ountync.gov> est@nc.gov>, Falco, Kristen L <kriste< td=""><td>:n.falco@nc.gov></td></kriste<>	:n.falco@nc.gov>

Cc: Nixon, Jonathan A <jnixon@perquimanscountync.gov>

Subject: RE: [External] FY2026 Grant - CRS Quote

CAUTION: External email. Do not click links or open attachments unless verified. Report suspicious emails with the Report Message button located on your Outlook menu bar on the Home tab.



W. FRANK HEATH, HI

PERQUIMANS COUNTY BOARD OF COMMISSIONERS

P.O. BOX 45 HERTFORD, NORTH CAROLINA 27944 TELEPHONE: 1-252-426-7550 IX. B - VAPEACE E. NELSON

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. On July 16, 2025, Parcel No. 2-D082-QR37-AP was foreclosed on and acquired by Perquimans County due to unpaid taxes.
- 2. No action has been taken on this foreclosed property, and the County wishes to sell the parcel on GovDeals.
- 3. The following described parcel is hereby declared to be surplus:

Being all of Lot No. 37, Section Q & R, - Waverly, Phase I, Albemarle Plantation, as shown on plat entitled Final Plan, Section Q & R, Waverly, Albemarle Plantation as recorded in Plat Cabinet 2, Slide 35, Map No. 1, Perquimans Co. Public Registry. Subject to restrictive covenants, easements, and rights-or-way of record. Parcel No: 2-D082-QR37-AP.

- 4. The County Manager is hereby authorized and directed to proceed on behalf of the Perquimans County Board of Commissioners to sale this parcel on GovDeals with a minimum opening bid of \$3,469.45 (three-thousand, four hundred sixty-nine dollars, and forty five cents).
- 3. The County reserves the right to reject any or all bids and decide not to sell the property at any time during this process.
- 4. The County Manager, in accordance with State law, shall cause a summary of this resolution to be published once in a newspaper having general circulation in the County and place it on the County's website. After not less than ten (10) days from the date of publication, the County Manager is authorized to sell the above-described property to the highest bidder.

FROM EHP LAND CO INC FOR 2006; FROM EDWARD JR & DOROTHY DONOVAN FOR 2006FROM MARK D BARDILL (ALLEN L&ANNA M BOUTELLE) FOR 2026;	SALE DATE 7 2025	ACRES O PRICE PER TOTAL VALUE OF LAND			APR ALB. PLAN. RESIDEN 1 30000	.00	000					100 a		U PHY TEAM ()	.0000 GRADE 00 11/9/2025	0 HERMAN 1 11/23/2025	HEAT 4200 8	(B)	OSSIGNATION OF THE PROPERTY OF	575 S49	9	T. Y. N-+	CONSTRUCTION	\$TORIES	EXTERMAL WALLS	BUILDING DESCRIPTION	PO BOX 7 HERTFORD, NC 27944	PERQUIMANS COUNTY	PLANT,	ADDRESS/LOCATION DESCRIPTION 267408	G PRODUKT MARKIN WATER SEWER SEKTOR
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This document presented and filed; 07/31/2025 11:07:01 AM

JACQUELINE S. FRIERSON, PERQUIMANS County, NC Fee: \$28,00 Excise Tay: \$33,00

BOOK 575 PAGE 549 (2)

435382



PERQUIMANS COUNTY
LAND TRANSFER TAX
AMOUNT S 00 P
PAID S 00 P

Prepared by: Zacchaeus Legal Services Return to: Zacchaeus Legal Services, P.O. Box 25, Trenton, NC 28585 Revenue Stamps \$33.00

STATE OF NORTH CAROLINA

COUNTY OF PERQUIMANS

COMMISSIONER'S DEED ID# 2-D082-QR37-AP

This deed, made this 16th day of July, 2025, by MARK B. BARDILL, Commissioner, to Perquimans County of P.O. Box 7, Hertford, North Carolina, 27944.

WITNESSETH:

That whereas the said MARK B. BARDILL was appointed Commissioner under an order of the District Court, in the tax foreclosure proceeding entitled Perquimans County versus Allen L. Boutelle and spouse, Anna M. Boutelle, Defendants, and Albemarle Plantation Property Owners Association, Inc., Lienholder, et al. File No. 23CVD000037-710; and said MARK B. BARDILL was directed by said Order as Commissioner to sell the land hereinafter described at public sale after due advertisement according to law; and

Whereas, the said MARK B. BARDILL, Commissioner, did on the 30th day of April, 2025, offer the land hereinafter described at a public sale at the Perquimans County Courthouse door, in Hertford, North Carolina, and then and there the said Perquimans County became the last and highest bidder for said land for the sum of \$3,469.45; and no upset or increused bid having been made within the time allowed by law, and said sale having been confirmed by said Court, and said MARK B. BARDILL, Commissioner, having been ordered to execute a deed to said purchaser upon payment of the purchase money;

Now, therefore, for and in consideration of the premises and the sum of \$3,469.45, receipt of which is hereby acknowledged, the said MARK B. BARDILL, Commissioner, does by these presents, hereby bargain, sell, grant, and convey to the said Perquimans County, and their successors, heirs and assigns that certain parcel or tract of land, situated in Bethel Township, Perquimans County, North Carolina, and described as follows:

Being all of Lot No. 37, Section Q & R - Waverly, Phase I, Albemaric Plantation, as shown on plat entitled Final Plan, Section Q & R, Waverly, Albemarle Plantation as recorded in Plat Cabinet 2, Slide 35, Map No. 1, Perquimans Co. Public Registry.

Subject to restrictive covenants, easements, and rights-of-way of record.

Parcel Number: 2-D082-QR37-AP

Perquimans County Planning & Zoning Staff Report By Rhonda Repanshek, Planner For BCC Meeting December 1, 2025

SUBJECT: Final Plat Review of Albemarle Plantation Cole Tract, Phase One requested by Elwood Perry and John Linton of Albemarle Preserve, LLC. Subject property consists of Tax Parcel Nos. 2-0082-0006 and 2-0082-0027A, which are bounded by Mathews Road, Holiday Lane, and Pasquotank Blvd.

Project Description/ Research & Analysis

General information:

Final plat submissions are administrative decisions. If the plat meets all the requirements in the subdivision ordinance, then it must be approved. If it does not meet all the requirements then it may be denied or approved with a stipulation that a requirement be met at a certain time in the near future, prior to recording of the plat.

The current final plat proposes fifty lots comprised of a mix of townhomes, duplexes, possibly reverse frontage lots and conventional lots. Reverse frontage lot means the front of the home faces a pond or something scenic and the rear faces the street. A minimum 50 ft. wide perimeter buffer of existing trees is designed to remain. Ponds, two water hydrants, and a community mailbox facility are part of phase one. Private street names Lobiolly Drive, Morgan Way, Magnolia Drive and Tulip Court have been approved for the Cole Tract. The lots range in size from 3,640 to 16,718 square feet with lots 31 and 32 having rear edges in 404 wetlands. Side setbacks for conventional and reverse frontage lots are set as 10 ft, rather than a previously proposed 5 ft due to the water pressure modeling being 500 gallons per minute (GPM) instead of 1,000 GPM at 20 psi residual.

Special conditions recorded in Register of Deeds book 522, page 854 were used to determine if the project is in compliance; comments are below. Subdivision Regulations No. 105, section 306.7 Table of Map Requirements checklist was used to check the Final Plat of Cole Tract phase one, with second revision date of November 14, 2025.

Final Plat Checklist per Special Use Permit (SUP) in R.O.D. book 522, page 854 and Subdivision Regs. Underlined and Bold font are staff comments

1. Fees:

- a. At time of final plat submittal, \$15 per lot, plus an additional \$100. (Fee schedule and Subdivision Regs sec. 306) [Final Plat shows 50 lots, \$750 + \$100= \$850] PAID 10-24-2025
- b. Prior to recordation of final plat, a separate water facility fee is required which is \$2,500 per lot in the phase that is being requested to be recorded. (SUP F2 and Subdivision Regs Sec. 306.2 D) [50 lots = \$125,000] PAID 10-24-2025
- c. With application for final plat, the Developer shall make a payment to the County, in an amount determined to be appropriate by the County Manager, to allow the County to retain professional engineering services to review the adequacy of plans and installation of water

system, wastewater system, roads, stormwater drainage and other required infrastructure. (SUP F2) County has not requested extra review at the time of this staff report submittal.

- 3. Prior to final plat approval by Planning Board, a drainage plan predicting surface water elevations occurring throughout the subdivision for various storms shall be presented to the County (SUP B2) Set of Construction Drawings was submitted, sheet 22 is stormwater typical construction detail. Asbuilt sheets 2 & 3 show roadway and stormwater management.
- 4. Prior to final plat approval, applicant shall submit NC DEQ Stormwater Permit to the County (SUP 86) Permit No. SW7210505 Cole Tract-South-Low Density for construction of built-upon areas and vegetated conveyances was presented to the county; final stormwater permit will not be signed until AFTER certificate on final plat is recorded in Register of Deeds, as per the checklist attached to the permit letter.
- Prior to final plat approval, applicant shall provide a NC DEQ letter of approval for an Erosion and Sedimentation Control Plan (SUP B7) Letter of approvals dated Oct 20, 2020, for 20 acres and Feb. 18, 2021, for 22 acres were submitted.
- 6. Prior to final plat approval, any operational and maintenance agreements with the Developer's or the Homeowners Association's wastewater system operator shall be submitted for review and approval by the County. (SUP E7) Applicant reports that O&M agreements between the Utility and developer/HOA are not known to exist. Applicant did submit a copy of the Utility's Certificate of Public Convenience and Necessity as granted by the NC Utilities Commission.
- 7. Prior to final plat approval, proof of an appropriate security bond for wastewater infrastructure submitted to the State Utility Commission will be required. (SUP E7) Certificate of Public Convenience and Necessity page 2 states that on March 24, 2003, the Commission received notice that the Applicant had filed a \$50,000 bond with the Commission. The bond has not been submitted, but the bond's bank account accrual basis report as of Oct. 23, 2025, was submitted to staff.
- 8. Prior to final plat approval, Developer shall obtain County Attorney approval of the Articles of Incorporation for the POA or HOA and Restrictive Covenants for the Cole Tract. POA documents shall include provisions for (a) the organizational and operational structure of the POA; (b) that all owners of property within the development share automatic membership rights and assessment obligations for the maintenance of commonly owned areas. Covenants shall include provisions for liens against individual property owners within the development. (SUP F1) Applicant stated that the Property Owner Association will be the existing Alb. Plantation Property Owners Association, Inc. (APPOA) A Draft Declaration of Covenants, Conditions and Restrictions were submitted. Perguimans County's Attorney is currently reviewing them.
- 9. Prior to final plat approval, the Property Owners Association shall be established and shall be registered/chartered by the Secretary of State with official Article of Incorporation. Official Bylaws shall be recorded simultaneously to the final plat. (SUP F3) Applicant stated that the Property Owner Association will be the existing APPOA.

- 10. Subdivision Regs section 306, first paragraph states that 'prior to completion of the final plat for review by the Board of County Commissioners, the developer shall have completed the installation of all improvements in accordance with the approved preliminary plat. The only exception may be asphalt street paving and related shoulder/ditch grading and seeding, provided the developer submits an improvement guarantee...' Curb and gutter is already installed, as well as the first layer of asphalt. County has copy of fully executed bond for additional lift(s) of asphalt street paving and sidewalk. Applicant submitted a 'subdivision bond' for the improvements of 'Concrete-Sidewalks and Handicap Ramps and Asphalt' which has been signed.
- 11. Subdivision Regs section 306.3 Final Plat Requirements (A)(2) requires 'As-Built Plan of the constructed drainage system, certified by a licensed land surveyor...'. It lists what the As-Built Drainage Plan must show. This would be prior to final plat approval. Draft As-builts were submitted. Sheets 2 & 3 are of Roadway and Stormwater Drainage Management.
- 12. Subdivision Regs section 306.3 (A)(3) Driveway Culvert Installation Plan which shows percent slope on all ditches indicated to the nearest one-hundredth of one percent, ditch inverts, and minimum driveway culvert size that provides for proper drainage and meets NCDOT requirements. Complete set of Construction Drawings enclosed. Applicant stated that driveway culverts are unnecessary with curb & gutter.
- 13. All signatures are required on the face of the survey prior to Planning Board and County

 Commissioner approval of final plat. [Subdivision Regs Section 306.2(e)] Staff researched previous

 major subdivision plats, and it appears that only the surveyor and engineer producing the plat
 signs prior to submission for approval by County Commissioners. All other signatures happen after
 Commissioners approve any changes that may be needed.
- 14. Minimum 20 ft vegetative buffer or berm around all other sections of perimeter (SUP A4) General
 Note 9 on final plat cover sheet announces this.
- 15. Townhome buildings require fire protection such as fire-retardant walls and /or sprinkler systems in consultation with the County Fire Marshal (SUP A6) Applicant stated 'addressed with townhome building designs and permitting by county Inspections.
- 16. All drainage ditches and major drain-ways are to be protected by easements (SUP 84) Covered by easements listed in General Note 6 on final plat cover sheet.
- 17. Approval/permits as required by NCDEQ for central wastewater treatment plant and disposal system shall be provided. (SUP E9) NCDEQ wastewater extension approval was submitted. It is permit no.

 WQ0042967 Wastewater Collection System Extension Permit dated April 27, 2022, for the Cole

 Tract. It "...shall be effective from the date of issuance until rescinded..."
- 18. At least 5.447 acres shall be common area or open space. Of this 5.447, a maximum of 2.72 acres may be covered by water. (SUP A8) Information is under Site Data on Final Plat cover sheet. 18.30 acres is common space in phase one. Land in the Common Space outside of the pond water appears to meet acreage requirements. Approximately 2.74 acres around the southwest pond plus acreage around the northwest pond plus 2.72 acres of water adds up to more than 5.447 acres.
- 19. No on-street parking is allowed. Each residence is to have at least 2 vehicle parking spaces. (SUP D2)

 Applicant stated, "Understood. Addressed with site plan designs and permitting by County
 Inspections".
- 20. Applicant shall supply a minimum of 1,000 gallons per minute at 20 psi residual for areas with side setbacks less than 10 feet. (SUP E3) Applicant stated, "Water system was modeled to provide 500

- GPM, so the side yard setbacks have been revised to 10 ft. See General Note 5 on final plat cover sheet."
- 21. 50 ft existing woodland buffer adjacent to Woodside II required (SUP A4) A 50 ft buffer is labeled on Overview Sheet 3 in the Construction Drawings and is noted on final plat cover sheet at General Note number 17 and on sheets 3 and 4.

Recommendations

Planning Board recommends approval of Albemarle Plantation Cole Tract-phase one final plat provided that the applicant obtains all required signatures that have not yet been obtained.

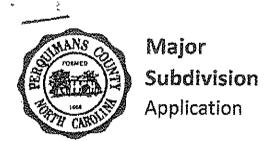
Suggested Motions:

County Commissioners may consider using one of the following scripts to form the desired motion for approval or denial of the Cole Tract - phase one final plat.

Motion to approve Albemarle Plantation Cole Tract-phase one final plat as presented, provided all required signatures on its cover sheet are obtained prior to recording.

Motion to deny Albemarle Plantation Cole Tract- phase one final plat, because_____.

- Attachments: 1) Major Subdivision Application including final plat of Cole Tract-phase one
 - 2) Subdivision Regulations section 306.7 Table of Map Requirements
 - 3) Development Overview and Phasing Sheet from Construction Drawings



IX.C - Page 4
OFFICIAL USE ONLY
Date Received: 10-24-2005 Received By: R. R. Confirmed By:
Parcel No(s): 2-0082-0027A and 2-0082-0006
Current Zoning District: C E D 522/854 (Pod) RE2-20-01
Future Land Use Map Designation: Residential
Proposed Number of Lots: <u>50</u> (Including residual parcel, if any).
Remind applicant to request ARHS's preliminary approval of residual lot when
applying for septic tank permit for proposed lot(s) Date Completed:

Property and Land Use Information			
Proposed Subdivision Name: Albemarle	Displation Cale Treat Diseased		·
Location/Street Address: Matthews Ro			
Tax Parcel Number(s): 2-0082-0006 an	d 2-0082-0027A		
Size of Existing Property (Acreage): 54.	Dimensions of Existing Property:	See Plat	
Proposed Number of Lots: 50			1 11 10 100 011 0001
Water system proposed (circle one): Count	y / Private Well / Both / Other: County Water	, .	
Sewage system proposed (circle one): In-gi			
Ownership of the property is evidenced by	deed recorded in Real Estate Book 569	, Page <u>500</u>	OR Will File
Number in the Perquimans Coun	ty Registry		
Contact Information			
I HEREBY CERTIFY THAT ALL INFORMATION			
Owner/Authorized Applicant:			0 // /-
Name: Ee dH. Py		= Solm	.B. Cholon
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Signature:			
Date:	· ·		
Owner/Authorized Applicant:			
Name:			
Phone: En	aailt		
Signature:			·
Date:	· · · · · · · · · · · · · · · · · · ·		,
	ATTACHED IF APPLICANT IS NOT THE OWNER	R	
NAME AND ADDRESS OF PERSON TO RECEIV	E ALL CORRESPONDENCE REGARDING THIS AP	PLICATION:	·
Name: Bissell Professional Group (BPG, Inc			040
hame: 0153511 110153301131 G1000 (BF G, Inc	-/ Mailing Address: F.O. Box 1000 N		

Major Subdivision Application Submittal Checklist

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

	/	
i/	Application Form and Owner's Authorization Form (if applicable)	
	Boundary Survey with appropriate Certification Statements (and references to residual parcels,	if any – see Note #1)
	Ownership info Book 569 , Page 500 . Attach copy of will/estate file if applicable.	
	Proposed sewage system permit #'s: Private Sewer system	(per Section
	402B, item 4, of the Subdivision Regulations) per lot from Albemarle Regional Health Service	

The section of beacomplated by Planning and Zoning.

- 1	Water Availability:
	Review and consultation with Soil & Water Conservation staff
	Proposed drainage improvements:
	Attach a letter of review from Perquimans Soil & Water Conservation District. May need to establish drainage
	easements on the property lines depending upon drainage plan requirements.
/	Disclosure statement referencing Perquimans County Subdivision Regulations, Sections 402 (B), Item 5; 402(D), Item
	1; 402(i); and 402(j)
	Other (specify):
	Applicable fees due at the time of plan submittal: \$100.00 + \$15.00 per lot
	Applicable fees due before plat recordation: \$2,500 per lot for Major Subdivision Lots \$ racet p+ # 236 \$36
NOTE	50 lots = # 125,850.00

- (1) Any lot of less than 10 acres, including any residual parcel, must obtain a certificate from the Health Department stating whether or not septic systems may be approved for the lot(s) (Subdivision Regulations, Sec. 303.1(B)); and
- (2) All lots subdivided from a tract since December 31, 1998 shall be included in determining when the four lot maximum has been reached under the Minor Subdivision process, and when the Major Subdivision procedures apply. (Subdivision Regulations, 303.2(A)). The installation or construction of infrastructure requires processing as a Major Subdivision even when there are less than four lots being created from the parent tract.
- (3) See County Subdivision Regulations, Article III, Sections 304, 305, and 306 for information required on the (1) Sketch Design Plan, (2) Preliminary Plat/Construction Drawings, and (3) Final Plat.

LIMITED LIABILITY COMPANY ANNUAL REPORT

NAME OF LIMITED LIABILITY COMPANY:	Albemarle Prese	ve, LLC	
SECRETARY OF STATE ID NUMBER: 285	2184 STATE	OF FORMATION: NC	Filing Office Use Only F Fried Annual Report 2852194 CAST25619015085
REPORT FOR THE CALENDAR YEAR: 20)25		7/9/2025 01:18
SECTION A: REGISTERED AGENT'S INFOR	MATION		Changes
1. NAME OF REGISTERED AGENT: J	ohn B. Linton	**************************************	
2. SIGNATURE OF THE NEW REGISTER	RED AGENT:		
•	Sig	NATURE CONSTITUTES CONSENT TO TH	1E APPOINTMENT
3. REGISTERED AGENT OFFICE STREE	T ADDRESS & COUNTY	4. REGISTERED AGENT OFFIC	E MAILING ADDRESS
128 Lakeside Drive		128 Lakeside Drive	
Hertford, NC 27944-9510 Perquimans Co	ounty	Hertford, NC 27944-9510	
SECTION B: PRINCIPAL OFFICE INFORMAT 1. DESCRIPTION OF NATURE OF BUSIN			•
2. PRINCIPAL OFFICE PHONE NUMBER	: (800) 523-5958	3. PRINCIPAL OFFICE EMAIL:	Privacy Redaction
	M-11	•	
	\$		ADDRESS
THE STATE OF THE S		E DE LE CONTRACTOR DE LA CONTRACTOR DE L	
Hertford, NC 27944-9510		Hertford, NC 2/944-9510	
The company is a veteran-or	wned small business		•
SECTION C: COMPANY OFFICIALS (Enter add	ditional company officials i	n Section E.)	
NAME: Seaboard Development Alliance, LLC	NAME:	NAME:	
TITLE: Manager	TITLE:	TITLE:	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
ADDRESS:	ADDRESS:	ADDRESS	
1082 Harvey Point Road		манализмини вет егополичного станова селина	THE THE TAXABLE AND A SHARE AN
Hertford, NC 27944-8206	_BULLERAFATTION TO THE SECOND	18 CONTROL 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
SECTION D: CERTIFICATION OF ANNUAL I	REPORT. Section D mus	t be completed in its entirety by a p	erson/business entity.
Albernarie Preserve, LLC RETARY OF STATE ID NUMBER: 2852184 STATE OF FORMATION: NC PORT FOR THE CALENDAR YEAR: 2025 STON A: REGISTERED AGENT: INFORMATION 1. NAME OF REGISTERED AGENT: John B. Linton 2. SIGNATURE OF THE NEW REGISTERED AGENT: SIGNATURE CONSTITUTES CONSENT TO THE APPOINTMENT 3. REGISTERED AGENT OFFICE STREET ADDRESS & COUNTY 4. REGISTERED AGENT OFFICE MAILING ADDRESS 128 Lakeside Drive Hertford, NC 27944-9510 1. DESCRIPTION OF NATURE OF BUSINESS: 2. PRINCIPAL OFFICE PHONE NUMBER: (800) 523-5958 3. PRINCIPAL OFFICE EMAIL: Privacy Redaction 4. PRINCIPAL OFFICE STREET ADDRESS 5. PRINCIPAL OFFICE EMAIL: Privacy Redaction 4. PRINCIPAL OFFICE STREET ADDRESS 5. PRINCIPAL OFFICE EMAIL: Privacy Redaction 4. PRINCIPAL OFFICE STREET ADDRESS 5. PRINCIPAL OFFICE EMAIL: Privacy Redaction 5. PRINCIPAL OFFICE MAILING ADDRESS 128 Lakeside Drive Hertford, NC 27944-9510 Hertford, NC 27944-9510 Hertford, NC 27944-9510 ABELIANS ADDRESS: The company is a veteran-owned small business The company of the privacy is a veteran-owned small business The company of the privacy is a veteran-owned small business The company o			
	Section C of This form.	DA"	TE.
Seaboard Development Alliance, LLC, by John Linto		Manager	
Print or Type Name of Comp	any Official	Print or Type Title o	Company Official

Checklist for All Plats – Subdivision Regulations Last Amended January 3, 2023 Section 306.7 Table of Map Requirements

As listed in the Table in this subsection, the necessary information indicated for each sketch plan ("S"), preliminary plat ("P"), construction plan ("C"), or final plat ("F") map submittal shall be shown.

A) information block, containing the following:

Subdivision name, including phase(s) or section(s), re-subdivision or Other action, and lot numbers	S	P	С	F
2. Landowner's name(s), address(es), and phone number(s)	5	P	C	F
3. Location (tax township, county, state)	S	Ρ	Ċ	F
4. Date of preparation of map	S	P	C	F
5. Map scale, in written and graphic bar form	5	P	C	F
6. Name, address, telephone number, registration number, and seal of Surveyor or engineer	S	P	С	F
7. Type of map submittal (i.e., sketch, preliminary, construction, final)	S	Р	C	F
8. Tax parcel number(s) of existing parcels		Р	С	F

B) Locational information:

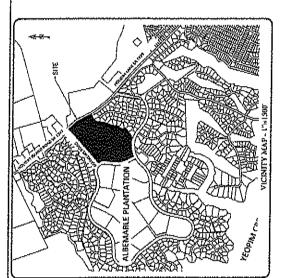
Vicinity map, with an appropriate scale and sufficient accuracy, to show The subdivision's location in relation to the road network and existing development	S	P	C	F
2. North arrow, oriented to top of map unless impractical	5	P	С	F
3. Adjoining property owner(s), land use(s), and street(s)	.i	P		F
4. Adjoining subdivisions of record, with names, streets, lot lines	ļ	P	С	F
5. Fire district		P	l [F
6. Existing and/or proposed fire hydrants	:	P	ļ., -	
7. Existing road names and state road numbers on plan and associated SR numbers on vicinity maps		Р	С	F

8. Current zoning district for property being subdivided and adjacent properties	,	P	Ç	F
9. Statement confirming the development is located within or outside of a Voluntary Agricultural District buffer		Р		F
	Tanzen		. '	
C) Property division information:				
1. Approximate boundary line of proposed subdivision	S	P		("
2. Boundary lines of proposed subdivision, with bearing and distances, referenced to the centerline of the nearest public street intersection.			C	F
3. Existing and proposed lot lines with scaled dimensions	5	P		
4. Existing and proposed lot lines with bearings and distances and lot dimensions to the nearest one-hundredth of a foot and angles to the nearest minute	: :			
5. Monuments and markers	:	:	C	F
6. Individual lot numbers and approximate lot areas (square feet or acres)	S	P	C	
7. Individual lot numbers and calculated lot areas (square feet or acres), with appropriate designation of nonbuildable areas		. 1.		F
) Development information:				
1. Building setback lines from all streets	,	P	c	F
2. Reserved or special parcels and their intended use	S	р	C	F
3. Topographic contours at intervals of two (2) feet or less, referenced to state or ederal monuments if within two thousand (2,000) feet		P		
1. Names of proposed streets and "public" or "private" designation	 	P	Ċ	F
5. Proposed street layout and right-of-way dimensions	s	P	* 1.11	٠.
5. Street right-of-way dimensions and centerline horizontal curve data		. <u>1,,</u> .	C	F
7. Typical street cross section		j	C	<u>.</u>
. Sight distance triangle at intersections		P	C	F
 Natural and manmade features, including watercourses, drainageways, ditches, ailroad lines, electric transmission lines, pipelines, and bridges 	S	; P	:	t

The summary of the su	Ţ	į	1	1
10. Existing and proposed easements for features and major improvements as listed in the previous item, as well as for drainage, utilities, signs, trails, recreation areas, etc., with dimensions and ownership status		P	С	F
11. Existing and proposed utilities with sizes, including sewer, water, fire hydrants, culverts, tile, and ditches. Information listed in this subsection shall be shown on preliminary plats, as well as construction plans		P	С	1 / m . m
12. Existing buildings and proposed community buildings	 ;	P	С	ļ !
13. 100-year flood hazard areas and floodways		P	C	F
14. Existing and proposed lakes and ponds		P	¢	
15. Tentative wetlands boundaries		P		
16. Identified wetlands boundaries	i		C.	F
		f,		

E) Certifications, approvals, summary data, and notes:

1. Certificate of Approval of Storm Water Drainage Improvements		j	· · · · ·	F
(Signed by engineer and list registration number)		1	i	
2. Certificate of District Highway Engineer		[F
3. Certificate of Subdivision Review Officer		Ţ	-	F
4. Certificate of Approval and Acceptance of Dedications				F
(signed by County Commissioner Chair or County Manager)) 		i	; } }
5. Certificate of Ownership and Dedication	1			F
6. Certificate of Accuracy signed by surveyor				F
7. Certificate of Approval for Recording to be signed by the plat Review Officer		1 · · · · · · · · · · · · · · · · · · ·		F
8. Summary site data, including total acreage, number of lots, linear feet of streets, and	S	Р		F
acreage of reserved or open space areas	1	İ	<u>.</u>	
9. Listing of utility or service providers				F
10. Any special notes relating to such items as flood elevations, utilities, nonbuildable	}	! !	C	F
areas, etc.	: 	,		



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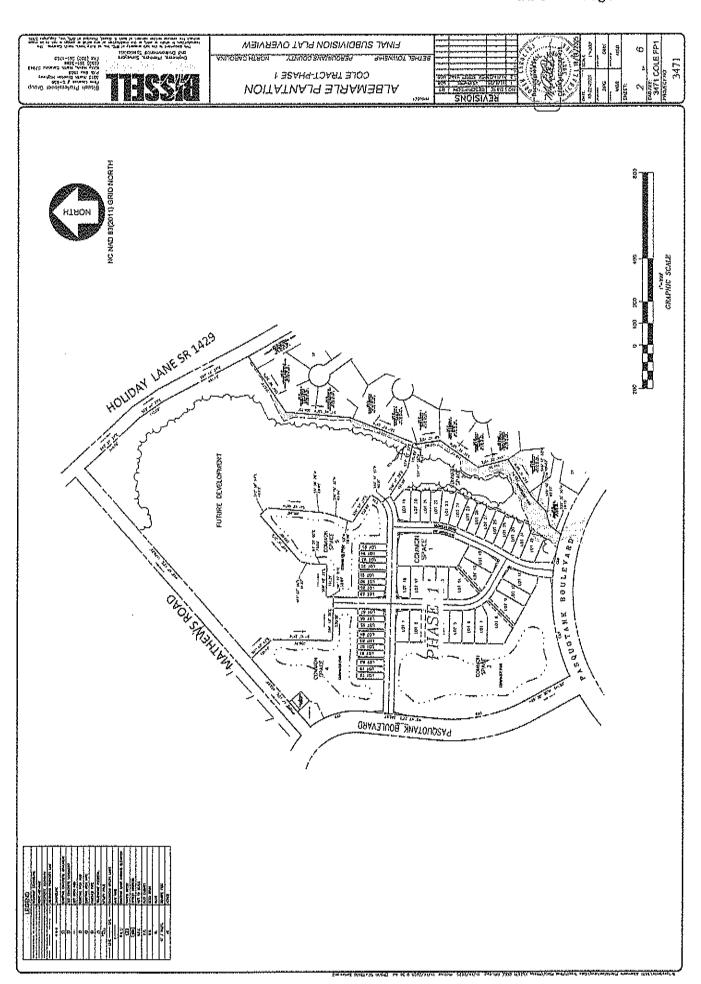
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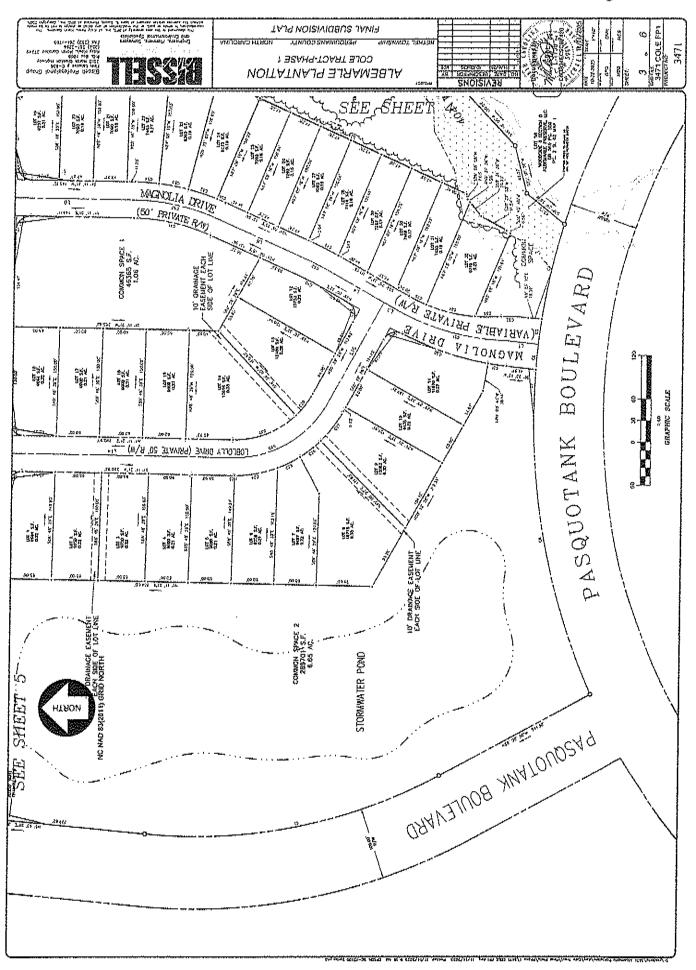
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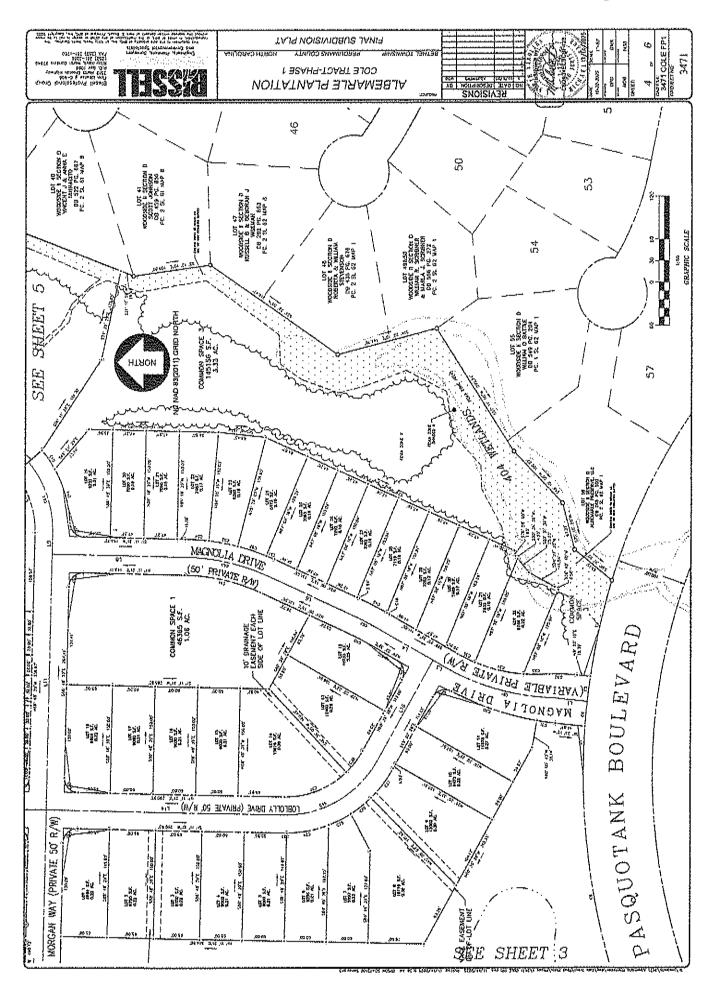
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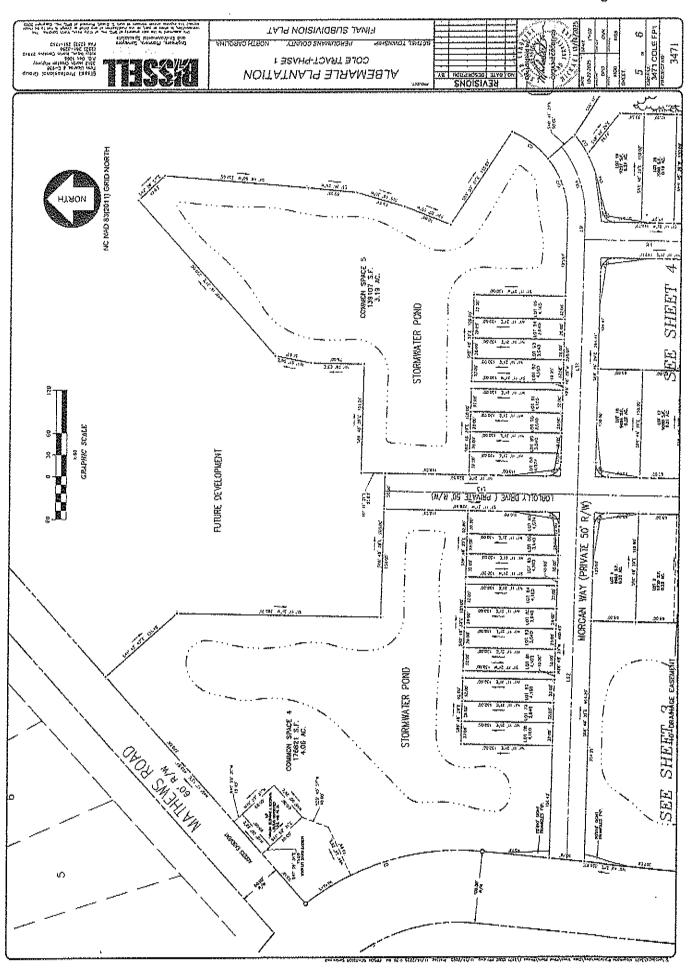
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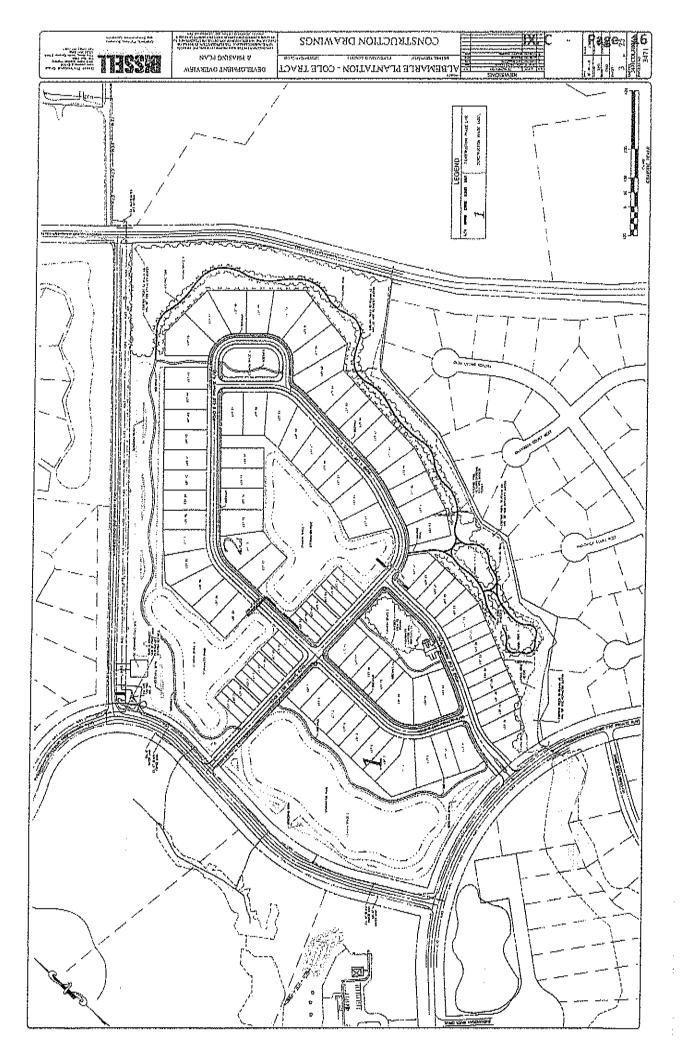
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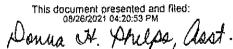
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CONDITIONAL USE PERMIT No. (PUD) REZ-20-01 Page 1 of 8

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

Applicant/Owner:

Albemarle Plantation Holdings II, LLC

c/o Robert Masters

11675 Rainwater Drive, Suite 210

Alpharetta, GA 30009

Site Location:

Approximately 54.5 acres southeast of Mathews Road, southwest of Holiday

Lane, and north and east of Pasquotank Blvd.

Tax Parcel Nos:

2-0082-0006 and 2-0082-0027A

Zoning District:

PUD (CUD), Planned Unit Development Conditional Use District

Proposed Use of Property: As stated by the Applicant in the CUD Rezoning Request Application Statement of the Nature of the Proposed Use: "To build a community that has a creative design, providing a mix of different residential uses in close proximity to one another, which will include a small section of townhome lots, a section of duplex units, and two styles of single-family detached homes. There will be conventional single-family lots, and also a section of reverse frontage homes, where the rear of the house faces the street, with the front looking out across a large pond or other amenity. There will also be an extensive network of walkways and trails that interconnect the various site features and provide a recreational opportunity."

CONDITIONAL USE PERMIT No. (PUD) REZ-20-01 Page 2 of 8

Meeting & Hearing Dates: Planning Board on <u>2-9-2021</u>; & Board of County Commissioners on <u>3-1-2021</u>

Now therefore be it resolved that the Perquimans County Board of Commissioners approves the application for Albemarle Plantation Holdings II, LLC case number (PUD) REZ-20-01, subject to the following conditions:

Having heard all the evidence and argument presented at the hearing, the Board finds that the application is complete, that the application complies with all of the applicable requirements of the Perquimans County Zoning Ordinance for the development proposed, and that therefore the application to make use of the above-described property for the purpose indicated is hereby approved, subject to all applicable provisions of the Zoning Ordinance pertaining to Planned Unit Development and other conditions as follows:

A. General Land Use:

- Perquimans County (County) has the right to limit the number of lots and housing for each section/phase based on water availability.
- The developer must obtain approval for all sections and/or phases by the Planning Board and Board of Commissioners for approval under the normal review and approval process of the Subdivision Regulations.
- 3) Each section and/or phase must adhere to the current Subdivision Regulations and State Regulations in effect at the time that particular phase is approved, including, among others, subject to any water capacity or availability restrictions that are in place at the time of approval.
- 4) A minimum 50 foot naturally existing woodland buffer is required on properties adjacent to Woodside II. Walking trails may be within the buffer. A minimum 20 foot vegetative buffer or berm is required around all other sections of the perimeter.
- 5) Building Setbacks shall be:
 - 20' setback to right-of-way

- 20' setback to rear property line
- 10° setback to corner lot side right-of-way
- 5' setback to side property line on conventional and reverse frontage lots
- 0' setback to side property line on duplex and townhome lots
- 15' separation between townhome buildings
- 6) Townhome buildings and any lot with less than 10 foot setbacks will require fire protection measures such as fire retardant walls and/or a sprinkler system in consultation with the County Fire Marshal.

CONDITIONAL USE PERMIT No. (PUD) REZ-20-01 Page 3 of 8

- 7) Maximum number of residential lots shall be 95; as presented on the conceptual Master Plan.
- 8) Per County Zoning Ordinance Section 1503(h), At least 5.447 acres of the development shall be set aside as common area or open space. Of this 5.447, a maximum of 2.72 acres may be areas covered by water. In addition, a maximum of 2.72 acres may be covered by structures clearly ancillary to the recreation or common use area. Such structures may include tennis courts, pro shops, swimming pools, and the like. Common area/open space shall be designated on the development plats as such and be held in separate ownership for the use and benefit of the residents of the PUD.
- 9) No commercial development is proposed at this time. If it is requested in the future, all such uses will be presented to the Planning Board and BCC for final approval.

B. Drainage/Stormwater Improvements:

- 1) A topographic survey on one foot contours shall be used for development.
- A drainage plan, predicting surface water elevations occurring throughout the subdivision for various storms shall be presented to the County prior to final plat approvals by Planning Board.
- All living space floor-level elevations should be based on the surface water profile predictions, with special emphasis placed on any slab construction.
- 4) All drainage ditches, and major drain-ways should be protected by easements. Major ditches that are traversing platted areas should have side slopes as determined by county staff, to allow moving and to prevent landowners from filling and obstructing ditches.
- 5) Prior to Final Plat an engineered drainage plan with one-foot contours, ditch or swale layouts with pipe, and showing the flow rates, shall be provided by Applicant and reviewed by County.
- The Applicant, heirs and assigns shall submit a NC Department of Environmental Quality Stormwater Permit prior to Final Plat approval.
- Applicant heirs and assigns shall provide a NC Department of Environmental Quality letter of approval for an Erosion and Sedimentation Control Plan prior to Final Plat approval.
- 8) All adjoining drainage ditches should be maintained at all times to ensure adequate flow and minimize stormwater impacts to adjacent property owners. The applicant will consult with Albemarle Plantation Property Owners Association to ensure this condition is met.

CONDITIONAL USE PERMIT No. (PUD) REZ-20-01 Page 4 of 8

C. Emergency Services:

- 1) Alleyways need to meet NC DOT minimum width of an unobstructed 12-14 feet. Residents shall not be allowed to park in alleys; no water utilities shall be located in the alleyways; proper ingress/egress for emergency vehicles shall be designed for, including proper turn-arounds (if not a "thru street") in coordination with County Emergency Services staff.
- 2) Applicant, heirs and assigns shall accommodate and support and hold training sessions for emergency service personnel if requested by the Emergency Services Director with adequate advanced notice.

D. Transportation:

- All roads will be designed and constructed in accordance with NCDOT subdivision standards with no road less than 20 feet wide, exclusive of shoulders per NC Fire Code. Fire apparatus access roads must meet weight capacity requirements of NC Fire Code.
- 2) No on-street parking allowed. Each residence will be required to have enough off street parking for at least 2 vehicles.
- 3) Per County Zoning Ordinance Section 1503(f), Parking areas shall have a parking surface meeting the standards of Article XIX "Parking and Loading" and all parking areas and traffic lanes shall be clearly marked.

E. Utilities:

- All water lines must be approved by both the State of North Carolina and Perquimans County.
- 2) Hydrant locations shall be every 1,000 feet and no more than 500 feet from any iot. hydrants must be supplied with a 5 inch storz adapter on the steamer connection or other suitable connection determined after consultation with the local fire department prior to installation.
- 3) The applicant will need to install a water line at least 6 inches in diameter that will supply a minimum of 500 gallons per minute at 20 psi residual pressure to each hydrant. Applicant shall supply a minimum of 1,000 gallons per minute at 20 psi residual for commercial areas, marina areas, and areas with side setbacks less than (ten) 10 feet.

CONDITIONAL USE PERMIT No. (PUD) REZ-20-01 Page 5 of 8

- 4) The design and estimated construction cost of any additional elevated water tanks that Perquimans County deems may be needed shall be paid for by the developer prior to final plat approval of additional lots that the elevated tank may service. Construction estimates and actual tank design shall be performed by Perquimans County and in consultation with the developer.
- 5) The existing Perquimans County Water System will be tested and/or modeled by Perquimans County to determine if any upgrades to the water mains or other parts of the existing water system need to be made to provide domestic and fire flow capabilities to Albemarle Plantation Phase 3 planned unit development. Modeling of the proposed water system within Albemarle Plantation Phase 3 will be the responsibility of the developer and shall be submitted to Perquimans County for approval. All improvements to the existing county water system deemed necessary by Perquimans County, and in consultation with the developer, to provide domestic and fire flow capabilities shall be made by Perquimans County and paid for by the developer.
- 6) Any water distribution system within Albemarle Plantation Phase 3 will be constructed by the developer at the developer's expense in accordance with the approved model described in item 5 above, Perquimans County standard specifications and applicable regulatory agencies. Water will be provided by Perquimans County Water System in accordance with available capacity which is not committed at this time. Any commercial or residential irrigation systems initially or in the future in this Albemarle Plantation Phase 3 PUD shall be constructed in accordance with all applicable North Carolina General Statutes and Perquimans County Policies.
- 7) Wastewater System -- Detailed engineering drawings and an appropriate description of the proposed wastewater collection, treatment and disposal systems will be submitted by the Applicant with the Final Plat for review and approval. Any operational and maintenance agreements with the Developer's or the Homeowners Association's operator or other contracted operator will be submitted for review and approval by the County prior to Final Plat approval. Proof of an appropriate security bond for wastewater infrastructure submitted to the State Utility Commission will be required prior to Final Plat approval.
- 8) Albemarle Plantation Holdings II, LLC/Applicant/Developer will be responsible for the installation of a community sewer collection system and treatment and disposal facilities in accordance with applicable regulatory agencies. Albemarle Utility Company will be responsible for operation and maintenance of the community sewer collection system and treatment and disposal facilities. Any ownership transfer of the system or facilities will be in accordance with applicable regulatory agencies and approved by the Board of County Commissioners.
- Approval/permits as required by NCDEQ for central wastewater treatment plant and disposal system shall be provided.
- 10) All utilities will be underground.

CONDITIONAL USE PERMIT No. (PUD) REZ-20-01 Page 6 of 8

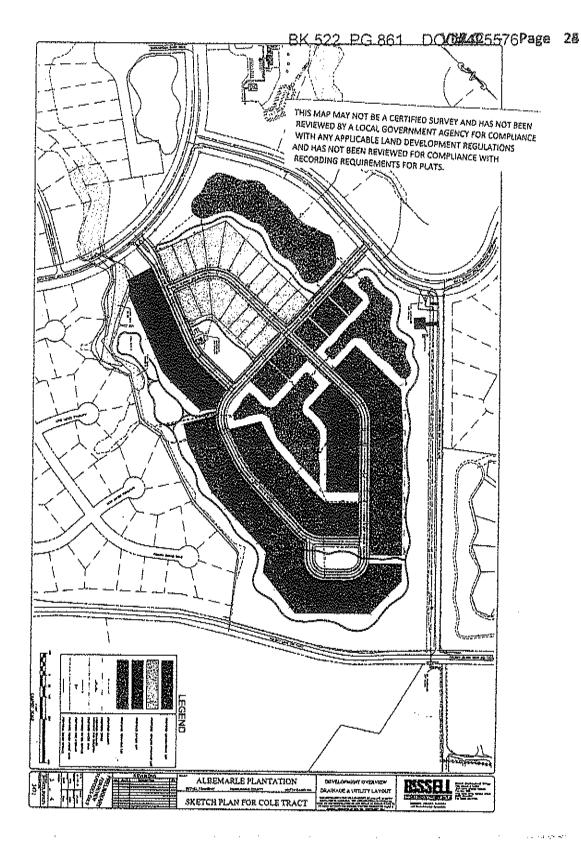
F. Plat Approvals & Master Plan Amendments:

- 1) Prior to approval of a Final Plat, the Developer shall obtain County Attorney approval of the Articles of Incorporation for the Property Owners Association or Homeowners Association and Restrictive Covenants for Albemarle Plantation Phase 3 PUD. Property Owners Association documents shall include provisions for (a) the organizational and operational structure of the Property Owners Association; (b) that all owners of property within the development share automatic membership rights and assessment obligations for the maintenance of commonly owned areas (including but not limited to common areas, areas for infrastructure, recreation areas, private roads and parking lots). The automatic membership rights and assessment obligations of all property owners within Albemarle Plantation Phase 3 PUD shall be so covered by covenants running with the land and other contractual provisions so as to ensure the property maintenance of all commonly owned areas, and shall include provisions for liens against individual property owners within the development.
- Accompanying an Application for Final Plat approval, the Developer shall make a payment to Perquimans County, in an amount determined to be appropriate by the County Manager, to allow the County to retain professional engineering services to review the adequacy of plans and installation of water system, wastewater system, roads, stormwater drainage and other required infrastructure. Also the Developer shall pay the County a System Development Fee as shown in the Perquimans County fee schedule upon each phase's lot recordation.
- 3) The Property Owners Association shall be established prior to approval of the Final Plat and shall be registered/chartered by the Secretary of State with official Articles of Incorporation. In addition, official Bylaws and the organizational/operational structure shall be recorded simultaneous to the Final Plat.
- 4) Prior to issuance of the first building permit for construction of any structure in Albemarle Plantation Phase 3 PUD, all infrastructure (roads, water, sewer, drainage, with the exception of asphalt pavement) located within the boundaries of a given phase shall be complete and in place.
- 5) Per County Zoning Ordinance Section 1508, Planning Board approval is required for the following: (a) Changes in major infrastructure features referred to the Board of County Commissioners by the Planning Director. (b) Changes to the Master Plan that result in increased density. (c) Significant changes in land use.
- 6) Annual Reports: The Planning Board and Board of County Commissioners hereby acknowledge the Applicant's intent to start construction of the PUD in 2021. During construction of the project, the Applicant, heirs and assigns shall provide the County with annual reports outlining progress to date along with circumstances that may result in delays. In the event start of construction will be delayed beyond March 1, 2023, the Applicant, heirs and assigns shall formally request an extension be granted by the Board of County Commissioners (BCC); otherwise the BCC may revoke the Conditional Use Permit.

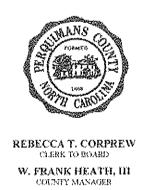
If any of the conditions affixed hereto or any part thereof shall be held invalid by a court or void without remedy, then this permit shall be void and of no effect.

CONDITIONAL USE PERMIT No. (PUD) REZ-20-01 Page 7 of 8

IN WITNESS WHEREOF, Perquimans County has caused undersigned, being all the authorized applicants, agents,	d this permit to be issued in	its name, and the
property above/described, do hereby accept this Con-	ditional Use Permit took	than with all ite
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Mary P. Hunnicutt, Clerk to the Board	Date	(Geal)
17711 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Date	ACC 0 2 6
I (We), identified property, do/docs hereby acknowledge receip	_, authorized Applicant(s)) of the above
identified property, do/does hereby acknowledge receip	ot of this Conditional Us	e Permit. The
undersigned does further acknowledge that no work may	be done pursuant to this	permit except in
accordance with all of its conditions and requirements and and their successors in interest.	that this restriction shall be	binding on them
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Katrutt Moester	3/26/21	<u> </u>
Albemarle Plantation Holdings II, LLC	Date	-
Albemarle Plantation Holdings II, LLC By: Robet F- Masters Its Govern M.	<u> </u>	
The State of Virginia		
Northamoton County		
NOV-HILLION County		
I. Shartelle Latrease Stratton . a Notary Public	in and for the said State	and County do
hereby certify that Toback the charge	in and for the said State	and County, do
hereby certify that Robert Masters	pers	onany appeared
before me this day and acknowledged the due execution of	ne forgoing instrument.	
WITNESS my hand and notarial scal, this the & day	ins March 20 21	,
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PERQUIMANS COUNTY BOARD OF COMMISSIONERS

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

RETURNED CHECK POLICY Effective 12/01/2025

Upon receipt of a returned check or ACH, Perquimans County will use its best efforts to contact the person liable and request payment using phone and email, if provided by the payor. The department which accepted the check for payment will send a written demand before initiating any legal action to recover the damages. The initial written demand will be mailed to the maker of the check/ACH at his/her last known address and will give the maker a total of 30 days to repay the returned amount along with the return fee of \$40.00. If the total amount owed to Perquimans is not paid in full within this 30-day time frame, the maker will be subject to disconnection or termination of service(s) without notice and will be required to pay the full amount of the return and the return fee along with any additional fees, as stated per department. Cash, money order, official bank check, or debit/credit card will be the only acceptable method of payment to repay the return. Perquimans County will not accept a check to pay for a returned check or ACH.

Any person who gives Perquimans County two or more checks/ACH returns within a year will be restricted to cash, money order, official bank check, or credit/debit card payments for a period of 1 year. After 1 year, persons under restricted payments will be able to once again pay using personal checks/ACH as an acceptable method of payment. If after being reinstated to remitting by check/ACH, a person has another return, said person will be restricted to cash, card, money order, or official bank checks for all future payments with the department.

Perquimans County will post a sign in plain view for all customers to see in all offices accepting payment including but not limited to Perquimans County Water Department, Perquimans County Recreation Center, Perquimans County Center for Active Living, Perquimans County Tax Office, Perquimans County Register of Deeds, and any other department accepting payments stating the amount of the fee that will be charged on all returns, along with the return check policy.

JANITORIAL SERVICES AGREEMENT PERQUIMANS COUNTY LIBRARY BUILDING

THIS AGREEMENT executed this 1st day of January, 2026, between PERQUIMANS COUNTY, NC, Post Office Box 45, Hertford, NC 27944, hereinafter referred to as OWNER and WILLIAM C. HEATH, III, 135 Lauren Lane, Hertford, NC 27944, hereinafter referred to as CONTRACTOR, in consideration of the mutual covenants and conditions contained herein, OWNER and CONTRACTOR contract and agree as follows:

- 1. SCOPE OF WORK: CONTRACTOR shall provide services as outlined in the attached Exhibit "A". These services encompass all janitorial needs for the Perquimans County Library, located at 514 S. Church Street, Hertford, NC.
- 2. <u>COMPENSATION</u>: The OWNER agrees to pay the CONTRACTOR a total of \$1,200.00 per month. The OWNER agrees to pay the CONTRACTOR monthly. This monthly charge is based on the CONTRACTOR providing all supervision, labor, cleaning equipment and cleaning chemicals and no consumables (the following is supplied by the OWNER: toilet tissue, paper towels for restroom use and general use, trash can liners, urinal screens, gloves, and hand soap) as required to satisfactorily perform the janitorial services described in the stated cleaning specifications. The contractor will provide cleaning services each day, Monday through Saturday excluding State holidays.
- 3. <u>RISK:</u> All work performed by CONTRACTOR under this agreement shall be performed entirely at the CONTRACTOR's risk. CONTRACTOR shall indemnify OWNER for any and all liability, loss, claim, or demand arising out of or resulting from the CONTRACTOR's performance under this agreement.
- 4. INDEPENDENT CONTRACTOR: The OWNER and CONTRACTOR intend that an Independent Contractor relationship is created by this agreement. CONTRACTOR shall not be considered an agent or employee of the OWNER, for any purpose, and the OWNER shall not be liable to carry unemployment compensation insurance of worker's compensation insurance on the CONTRACTOR or his employees. The CONTRACTOR will obtain a workers compensation and personal liability policy for themselves in coordination with requirements determined by the Perquimans County Manager. The OWNER shall not withhold any taxes or Social Security from compensation paid to the CONTRACTOR. The OWNER shall not use the CONTRACTOR exclusively and the CONTRACTOR shall be free to contract with other persons for similar or other services while under contract with the OWNER.
- 5. <u>TERM:</u> This agreement shall continue for a period of one year, and may be automatically renewed in successive one year periods. However, this agreement may be terminated by either party by giving 30 days written notice to the other party. In the event the OWNER becomes dissatisfied with the work of the CONTRACTOR, ten (10) days written notice of the deficiencies shall be given to the CONTRACTOR. If not corrected after the ten (10) day notice, the OWNER may terminate this agreement at any time thereafter.

Being duly executed this day of	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Perquimans County Chairman, County Commissioners OWNER	William C. Heath, III CONTRACTOR
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CLEANING SPECIFICATIONS FOR PERQUIMANS COUNTY LIBRARY

DAILY

Offices, Open Areas and Meeting Rooms

- Spot clean inside/outside of glass doors, partitions and wipe frames
- Sweep outside walkways
- Vacuum/sweep walk off mats
- Empty all trash containers replacing liners as necessary
- Clean and sanitize drinking fountains
- Spot mop all VCT, ceramic tile or hard surface floors
- Spot vacuum all carpeted areas
- Spot clean tabletops, workspace counters, and learning stations

Restrooms and Kitchens

- Clean and disinfect all fixtures. (seats, sinks, toilets, urinals, dispensers)
- Empty trash containers and replace liners
- Re-stock paper products and hand soaps
- Clean mirrors
- Sweep/ mop with a disinfectant cleaner
- Disinfect/ sanitize door handles and push plates.

WEEKLY

Offices, Open Areas and Meeting Rooms

- Extensively clean VCT, ceramic tile and hard surface floors
- Sweep exterior entrances and porch canopies for dirt, dust, bugs and cobwebs
- Detail and power vacuum all carpeted areas
- Dust office equipment
- Spot clean desks, if possible
- Clean tabletops, workspace counters, and learning stations with disinfectant
- Remove all cobwebs
- Spot clean walls, doors, and partitions
- Clean door frames, kick plates, light switches, fire extinguisher cabinets and like items
- Dust phones and monitors. Do not move wires or move stacks of papers or files
- Wipe down ventilation grills

QUARTERLY

- Dust all bookshelves thoroughly
- Clean interior windows in office areas, children's area, computer lab, and rear meeting space

SEMI-ANNUALLY (with assistance from library staff or maintenance personnel)

Move bookshelves and furniture to vacuum under items