
REGULAR MEETING
 July 5, 2011
 7:00 p.m.

The Perquimans County Board of Commissioners met in a regular meeting on Tuesday, July 5, 2011, at 7:00 p.m. in the Commissioners' Room located in the Perquimans County Courthouse Annex.

MEMBERS PRESENT: Benjamin Hobbs, Chairman Sue Weimar
 Janice McKenzie Cole, Vice Chair Tammy Miller-White
 Edward R. Muzzulin Mack E. Nixon

MEMBERS ABSENT: None

OTHERS PRESENT: Bobby C. Darden, County Manager Will Crowe, County Attorney
 Mary Hunnicutt, Clerk to the Board

After the Chairman called the meeting to order and Commissioner Nixon gave the invocation, the Chairman led the Pledge of Allegiance.

AGENDA

The Agenda, as amended, was unanimously approved on motion made by Edward R. Muzzulin, seconded by Sue Weimar.

CONSENT AGENDA

Commissioners Miller-White, Cole, and Hobbs asked that the Minutes be removed for discussion. On motion made by Mack E. Nixon, seconded Janice McKenzie Cole, the Board unanimously approved the Consent Agenda, less the Minutes listed:

2. **Approval of Tax Releases:**

PERQUIMANS COUNTY TAX RELEASES:

- Lesley E. Duke..... **\$105.00**
 Credit balance on 2010 taxes; will be credited on 2011 taxes. Account Number: 0257892.

3. **Personnel Matters**

Employee Name	Employee Job Title	Action Required	Time Requested	Effective Date
Yolanda Hall	Social Worker III	Leave Without Pay	Additional 60 days	At end of FMLA

4. **Approval of State Holiday Schedule –** At the request of the Social Services Director, the following list of 2012 State Holidays was approved:

HOLIDAY	OBSERVANCE DATE	DAY OF WEEK
New Year's Day	January 2, 2012	Monday
Dr. Martin Luther King, Jr. Day	January 16, 2012	Monday
Good Friday	April 6, 2012	Friday
Memorial Day	May 28, 2012	Monday
Independence Day	July 4, 2012	Wednesday
Labor Day	September 3, 2012	Monday
Veterans Day	November 12, 2012	Monday
Thanksgiving	November 22 & 23, 2012	Thursday and Friday
Christmas	December 24, 25, 26, 2012	Monday, Tuesday, & Wednesday

4. **Board Appointment:**

NAME	BOARD	ACTION	TERM	EFFECTIVE DATE
Janice McKenzie Cole	Chowan/Perquimans Multi-County LEPC	Reappointment	1 year	8/1/11

JUNE MINUTES

Chairman Hobbs along with Commissioners Cole and Miller-White made the following changes to the June Minutes:

- **Commissioner Miller-White** made the following change on Page 2473 of June 6, 2011 Minutes: from \$150,000 gallons to 150,000 gallons.
- **Commissioner Cole** made several corrections on Pages 2487-2489 which are indicated in *red* on the June 8, 2011 Minutes.
- **Chairman Hobbs** made the following change on Page 2493 of June 27, 2011 Minutes: from \$.40/\$100 valuation of property to \$.43/\$100 valuation of property.

On motion made by Edward R. Muzzulin, seconded Tammy Miller-White, the Board unanimously approved the June Minutes as **corrected**.

BERT BANKS, ALBEMARLE COMMISSION

After thanking Commissioner Miller-White for serving on the Northeast Workforce Consortium, Chairman Hobbs for serving on the Albemarle Commission Board, and Bobby Darden for their new carpet, Mr. Banks explained that, due to some budget cuts, he wants to ask the County to be a part of a larger program that the Councils of Government are doing. They have three funding sources: DCA, which is CDBG funds, Economic Development Administration, and SAS. He presented the following Executive Summary of these programs:

North Carolina Tomorrow
 A Collaborative for Sustainable Economic Growth

EXECUTIVE SUMMARY

The North Carolina Association of Regional Councils through a collaborative partnership with the US Department of Economic Development, North Carolina Department of Commerce- Community Development Division and the SAS Institute of Cary, NC to create a **Statewide Comprehensive Economic Development Strategy (CEDS)**.

The Statewide CEDS can serve as a "blueprint" for growth and development based on common-sense, sustainable best practices and "one version of the truth" provided by data collection and analysis from the SAS Institute. The SAS Institute is developing software specifically for the initiative, **North Carolina Regional Economic Prosperity Strategy (REPS)**. REPS will be a "tool" for use by planning professionals, economic development professionals, elected officials and private industry developers. REPS will be housed at the SAS Institute in Cary at their World Headquarters in the Institute for State and Local Government that was established in 2010.

EDA has provided funding to assist the Association in developing a Statewide CEDS. The NC Division of Community Assistance has funded the initiative through the NC Catalyst Program of the CDBG funds. They are providing planning grants to as many as 17 non-entitlement local governments serving as the lead regional coordinator within each of the 17 Council of Governments (COGs) regions. In exchange for the grant, the non-entitlement local unit of government must foster regional multi-jurisdictional participation around the program goals and develop the regional NC Tomorrow Sustainable Strategic Plan that will build the foundation for the **Statewide Comprehensive Economic Development Strategy**.

The Regional Councils will lead the effort to develop the **Statewide CEDS** that will center on the six livability principles established by the federal Partnership for Sustainable Communities and the six Investment Principles set forth by the US Department of Economic Development. In addition, the Association will follow the National Association of Regional Development Organization's (NADO) **Standards of Excellence** for CEDS development. The planning process will include all sectors of the economic development community including local, regional and state economic developers, planners, private industry, educational institutions, elected officials and many other community organizations that work on the ground to make North Carolina a great place to live, work and play.

The Association and its partners aspire to develop a strong foundation for common sense development and growth that will create jobs for our citizens while conserving the natural resources that make North Carolina the special place it has always been...a place where companies can thrive and grow their business and where families want to live.

Because Albemarle Commission is located in Perquimans County, Mr. Banks asked the Board to consider allowing approximately the County to apply for the \$70,000 CDBG funding and running it through Perquimans County's budget. Commissioner Nixon stated that he would be interested in seeing how they achieve this. Mr. Banks said that feel pretty good about it and will make it happen. He stressed that he did not foresee any significant burden or liability for the County and it will not hinder the County in any other CDBG efforts. County Manager Darden stated that they are requesting this because Albemarle Commission is not eligible to apply for these funds. Commissioner Miller-White asked what the cycle was and what will be accomplished by this grant? Mr. Banks explained that their aim is to produce a comprehensive economic development strategy (CEDS) for all the state looking at the following six specific areas:

- | | |
|---|--|
| Provide more transportation choices. | Promote equitable, affordable housing. |
| Enhance economic competitiveness. | Support existing communities. |
| Coordinate & leverage federal policies & investment | Value communities and neighborhoods. |

He further explained that the proposed plan should run about 18 months. County Manager Darden confirmed that our portion of this grant would only be the CDBG Grant. Mr. Banks said that is true. Sharon Ward, Finance Officer, asked who would administer the grant and Mr. Banks said the Albemarle Commission would. He further stated that they would prepare all reports. On motion made by Janice McKenzie Cole, seconded by Edward R. Muzzulin, the Board unanimously authorized the County to apply for the approximately \$70,000 CDBG Grant on behalf of Albemarle Commission and to run the funds through the County's budget.

EAST CAROLINA BEHAVIORAL HEALTH (ECBH)

The following individuals gave a report on East Carolina Behavioral Health:

- **Roy Wilson, Chief Executive Officer**, explained that they will be managing the Medicaid Waiver that will be happening across the State. Their Medicaid Waiver will go statewide on April 1, 2012. Also, ECBH have received their review from Mercer and received a good report. Commissioner Cole asked about how many new positions will be established with this new program. Mr. Wilson said that there will be 150 to 160 proposed new jobs throughout the 19 counties. Most of them will be in the Greenville area but some will be scattered through the 19 counties. Commissioner Miller-White asked what impact this will have on Perquimans County. Mr. Wilson said that he did not know at this time.
- **Mike Kupecki, External Operations Director**, gave an Executive Summary of the services provided by ECBH. Commissioner Miller-White stated that, compared to five years ago, their services are showing significant improvements during that period. Ms. Miller-White also said that the School Based Mental Health Program is really working and that it is impacting the students. She asked them to build on this program. Mr. Kupecki thanked her for her comments. Commissioner Weimar asked how many days are these counselors in the school. Mr. Kupecki said that he believes that they are in there every day.
- **Joy Futrell, Finance Officer**, reviewed the Quarterly Fiscal Monitoring Report for the period ending March 31, 2011 and the FY 2011-2012 Budget. Commissioner Muzzulin asked what "all other" included under Expenditures. Ms. Futrell said that it included the Fund Balance and HUD grant money. Commissioner Cole asked what was the status of the AMH Building in Perquimans County being transferred to ECBH. Ms. Futrell said that there is a delay with the State for all the buildings being transferred.

FRANK HEATH, TAX ADMINISTRATOR

Mr. Heath presented his monthly report and his annual settlement statement showing the following collection rates: 95.84% FY 10-11 (Real Property); 89.08% FY 10-11 (DMV); 95.46% FY 10-11 (Combined); and last year's combined rate of \$95.65%. He also provided a comparison of rates to surrounding counties.

COMMISSIONER'S CONCERNS/COMMITTEE REPORTS

These are the Commissioners Concerns/Committee Reports.

➤ **Commissioner Miller-White:** Ms. Miller-White asked if the Board would consider someone from Shirley Wiggins's family serving on the Athletic Facility Fundraising Committee. She feels that we need to extend an invitation to Loretta Buggs or Diane Wiggins. Ms. Miller-White said that she had talked to Diane Wiggins and she was interested in serving on the Committee. Tammy Miller-White made a motion to extend an invitation to individuals from Shirley Wiggins's family, Loretta Buggs or Diane Wiggins, to serve on the Athletic Facility Fundraising Committee. Sue Weimar seconded the motion. Commissioner Weimar said that it was her understanding that anyone could attend these meetings. Ms. Miller-White said that she thought they should be a voting member. Commissioner Cole asked what their ability in fund raising was. Ms. Miller-White said that she did not discuss that with her. Ms. Cole asked for further clarification of Ms. Miller-White's motion with regard to whether or not we are appointing them or just inviting them to serve. Ms. Miller-White said that she wants to extend the invitation at this time. Commissioner Nixon asked if they approached her. Ms. Miller-White said that she someone else approached her to talk with Diane Wiggins. Commissioner Weimar said that we should extend the same courtesy to the Nixon family. Chairman Hobbs said that the Nixon family was invited to attend the next meeting of the Committee. Ms. Weimar asked if they would be a voting member. Mr. Hobbs said that they would not be a voting member but would be a part of the process. Ms. Miller-White said that she just wants to extend the same courtesy to the Wiggins family. Chairman Hobbs said that the School Board was responsible for the design of the complex but this committee is strictly fund raising. He further stated that the larger the committee the harder it is to get people to attend. Commissioner Nixon said that these individuals need to be fund-raising savvy and, if they cannot raise money for the project, they do not need to be on the committee. Ms. Miller-White feels that she believes that, if they cannot contribute to the committee, they would not want to serve on the committee. Commissioner Cole said that she was concerned that these individuals should have a full understanding of what is required of them. She further stated that she understood that the committee was set up originally with people who had a history of fund raising so they would have an understanding of what is expected of them. Commissioner Nixon asked if these individuals live in the County. Ms. Miller-White said they did not. Commissioner Cole said that we do not have to limit the collection from local individuals/companies. Commissioner Cole called for the question. Commissioner Weimar asked the Clerk to read the motion. Ms. Weimar is willing to table the matter. Commissioner Miller-White withdrew her motion and stated that she will contact these individuals again and explain the requirements and also talk to the Committee Chairman to see if this would be feasible. No action was taken on this matter.

➤ **Chairman Hobbs:** Mr. Hobbs said that he recently attended the Landfill Authority meeting and received a list of items that were illegal to be placed in the trash. He recommends that this would make an interesting article for the newspaper.

UPDATES

County Manager Darden updated the Board on the following projects:

Water System Projects:

- **Bethel Water Treatment Plant:** County Manager Darden explained that this project has been running for two months. The second month did not run as smoothly. The Water Committee, and any other Commissioners, is welcome to come to the Water Committee Meeting on July 25th at 8:00 a.m. to tour the Bethel Water Treatment Plant RO project. The iron levels are high.

Jail Project: County Manager Darden said that they held a joint meeting with Pasquotank, Perquimans, Camden and Gates & Chowan Counties to discuss the possibility of their Counties joining the Albemarle District Jail Commission. It was a very productive meeting. Currently Gates County sends their inmates to Chowan County. Commissioner Muzzulin reported that, as of June 19th, they now have 53 Federal prisoners and are estimating at the close of the year to be \$8,100 to the good. Commissioner Weimar asked if they have sufficient staff to handle the inmates. Mr. Muzzulin said that they did.

TRI-COUNTY ANIMAL SHELTER MEMORANDUM OF AGREEMENT DRAFT

County Manager Darden explained that the three counties plan to meet July 7th to discuss the draft Tri-County Animal Shelter Memorandum of Agreement. It was the consensus of the Board to table this matter.

MEMORANDUM OF AGREEMENT: INSURANCE BENEFITS FOR AMHC QUALIFIED RETIREES

This matter was tabled last month until County Manager Darden could get additional information. In talking with the Martin County Finance Director, Mr. Darden found that they have a balance of \$580,000 in which to pay the individual premiums. Since the NCACC health plan is being dissolved, Martin County has arranged for each retiree to obtain their own individual plan (there's no group plan that will take them as a group). Once they have more knowledge of the cost of their new plans, which will take effect July 1, 2011, Martin County will let each county know of the amount of monthly premium, so we'll get a better handle of how long the fund will last. Commissioner Nixon asked if we are required to pay their supplemental after they reach age 65. Mr. Darden said that no one has clarified this issue. There are nineteen employees that fall under this Agreement. Commissioner Miller-White asked what the control level was for the individual policies. Mr. Darden said that it would be compared to current level of policies. If working elsewhere, they will be denied coverage. Chairman Hobbs asked the ages of the individuals. Mr. Darden said that he did not know. On motion made by Janice McKenzie Cole, seconded by Tammy Miller-White, the Board unanimously approved the following Memorandum of Agreement:

**MEMORANDUM OF AGREEMENT
PROVISION OF HEALTH INSURANCE BENEFITS
for QUALIFIED RETIREES OF ALBEMARLE MENTAL HEALTH
and TIDELAND MENTAL HEALTH**

WHEREAS, July 1, 2007 four counties from Tideland Mental Health (Tideland) merged with the six counties comprising Albemarle Mental Health (Albemarle); and

WHEREAS, certain qualified employees retired from Albemarle and Tideland and therefore were and are entitled to post retirement health insurance benefits as set forth in policies approved by the Boards of each of those agencies; and

WHEREAS, neither Albemarle or Tideland is an ongoing entity; and

WHEREAS, the ten counties that were the remaining member counties of Albemarle Mental Health upon its dissolution are Camden, Chowan, Currituck, Dare, Hyde, Martin, Pasquotank, Perquimans, Tyrrell and Washington; and

WHEREAS, funds were provided by Tideland at the time of merger for the purpose of funding the post retirement health insurance benefits for qualified Tideland employees and funds were provided by the State of North Carolina at the time of dissolution to assist with the funding of these benefits for both Albemarle and Tideland retirees; and

WHEREAS, Martin County has agreed to handle the administration of providing the retiree health insurance and therefore Martin County has possession of the funds available for same and Martin county is willing to do so for no compensation but also has no individual liability to provide these benefits in the event the funds set aside for this purpose are exhausted; and

WHEREAS, Martin County will provide a financial report to each of the county managers no later than July 31st each year which will include at a minimum the beginning balance of the fund, charges to the fund and the ending balance of the fund; and

WHEREAS, in the event the funds are exhausted prior to the retirees no longer being eligible for coverage the counties will determine what action to take and if it is to make up the shortfall it shall be done on a per capita basis for each county; and

WHEREAS, the county managers of each county are collectively given the authority to make any necessary administrative decisions regarding these funds with the exception of decisions regarding funds being exhausted.

NOW, THEREFORE BE IT RESOLVED that each of the counties named below evidenced by the signature of the Chairman of the Board of Commissioners hereby agrees to the recitals above regarding the provision of post retirement health insurance benefits to those eligible former employees of Albemarle Mental Health and Tideland Mental Health.

CAMDEN COUNTY		DATE _____
_____		CLERK TO THE BOARD
CHAIRMAN		
CHOWAN COUNTY		DATE _____
_____		CLERK TO THE BOARD
CHAIRMAN		
CURRITUCK COUNTY		DATE _____
_____		CLERK TO THE BOARD
CHAIRMAN		
DARE COUNTY		DATE _____
_____		CLERK TO THE BOARD
CHAIRMAN		
HYDE COUNTY		DATE _____
_____		CLERK TO THE BOARD
CHAIRMAN		
MARTIN COUNTY		DATE _____
_____		CLERK TO THE BOARD
CHAIRMAN		
PASQUOTANK COUNTY		DATE _____
_____		CLERK TO THE BOARD
CHAIRMAN		
PERQUIMANS COUNTY		DATE <u>7/5/2011</u>
_____		CLERK TO THE BOARD
CHAIRMAN		
TYRRELL COUNTY		DATE _____
_____		CLERK TO THE BOARD
CHAIRMAN		

CHAIRMAN _____

CLERK TO THE BOARD _____

WATER PURCHASE CONTRACT – PASQUOTANK COUNTY

County Manager Darden reported that there had been no change in the Water Purchase Contract with Pasquotank County. The Board tabled action on this matter.

BOARD APPOINTMENTS

➤ **Local Library Board:** Clerk to the Board, Mary Hunnicutt, reported that the Library Board has not made a recommendation. This matter was tabled.

➤ **Recreation Advisory Board:** Clerk to the Board, Mary Hunnicutt, reported that the Recreation Advisory Board has not met yet to make a recommendation. They should be meeting in July. The Board tabled this matter.

PLANNING BOARD ITEMS

Donna Godfrey, County Planner, presented the following items for Board action:

Preliminary Plat/Construction Plans of “Waterleaf” Subdivision – Albemarle Plantation: Donna Godfrey explained that the Board recently approved the Applicants’ RA-15 Rezoning Request for a portion of the 57.23 acres located between Holiday Lane, Pasquotank Boulevard and Mathews Road. The subject property zoned RA-15 (Residential & Agricultural District) and known as Tax Parcel Nos. 2-0082-0006, -0027 and -0001. The rezoning of this portion of the property to RA-15 satisfied one of the Planning Board’s conditions for approval of the Sketch Plan. The following other conditions have been largely addressed:

- 1) A 45- to 60-foot platted R/W for Mathews Road;
- 2) Adequate sized water lines and provision of 5” stortz fitting on the fire hydrants;
- 3) Placement and spacing of fire hydrants; and
- 4) Provision of 96’ diameter turnarounds at the base of each cul-de-sac street, unless the Developer agrees to limit school buses to the main loop roads, whereby the standard 70’ diameter would be acceptable.

The Planning Board reviewed the proposed Preliminary Plat at its meeting on Thursday, June 30, 2011, and she presented an Addendum to her original Staff Report as follows:

- 1) Presented the latest version of the proposed Preliminary Plat which contains revisions through 6-27-11 which address issues and concerns as listed in the Planning & Zoning Staff Report for the Planning Board.
- 2) Retracted the Planning staff’s statement as included in the Planning & Zoning Staff Report for the Planning Board (at Item No. 12 under the “Additional Information needed to complete review”) pertaining to Pave Street Standards, Centerline Radius or Curvature and Tangents required by the County’s Subdivision Regulations; and
- 3) Documented last Thursday evening that the Planning Board recommends to the Board of Commissioner to conditionally approve the proposed Preliminary Plats/construction Plans subject to compliance with the County’s Improvement Design Standards and general plat information and certifications; and approval of the related Construction Plans as per approval letters and permits issued by applicable review agencies; and with the understanding that school buses will not travel down the three (3) circular turnarounds and this fact communicated to lot buyers through the Restrictive Covenants.”

The following questions/comments from the Board:

Commissioner Nixon asked what we required with regard to certifications in the past. Ms. Godfrey explained the process. Since the County changed the Ordinance to do away with final plats under bond. Currently, you are able to bond the last two inches of asphalt. Because of this change, it is very difficult to get NCDOT to certify the roads to be to NCDOT standards. Ms. Godfrey said that if we had a Public Works Department with a County Engineer they could review the plans. Mr. Nixon said that is why we have been relying on NCDOT in the past. Chairman Hobbs recognized David Ryan of Bissell Professional Group who requested to speak to the Board. He asked him if he would like to address this situation. He spoke briefly on this situation. He said that what has been done with the municipalities is that a Private Street Certificate that is placed on the Final Plat and is signed off by the consulting engineer. That is one thing that was discussed at the Planning Board. Mr. Nixon said that we need to be cautious with these situations. The consulting engineer is hired by the developer and you are signing off on a plat that is prepared by the developer. There is no one here to look out for the County’s interest. He further mentioned that the County might need to look at hiring an engineer to verify this and pass the charge onto the developer. He cited Heritage Shores as an example of problems that we could experience if the roads are not up to NCDOT Standards. David Ryan said that there are several things that they are doing with application: (1) Prior to the roadway construction, we have already had some soil tested so we know what is under the ground; (2) Once the roads are in place, they will have a survey crew to go out there and record, not only the road improvements, but also the drainage improvements; and (3) They have agreed to go ahead and attest to that fact and sign off on the certificate on the final plat.

Commissioner Miller-White asked clarified the script for approval of this plat from Ms. Godfrey.

Commissioner Nixon asked how many platted lots that they have. Mr. Ryan said that it is right around 1,000 platted lots. With this new plat, it will bring them up to about 1,100 platted lots. Mr. Nixon asked Mr. Ryan about the capacity of the Waste Water Treatment Facility. Mr. Ryan said that, originally, the facility was prepared to State Standards which 120 gallons per day per bedroom. During the course of time, there was some record keeping as to the actual flows that were going into the Waste Water Treatment Plant. It was discovered that the State prescribed flows were about twice the actual flows were so before they proceeded with the planning of this subdivision, they looked at the actual flows and compared it to the design capacity of the Treatment System along with the Disposal and Collection Components. He thought he had indicated that they were about 50-60% of the Treatment Design Capacity.

Commissioner Muzzulin asked about the rainwater issues. Mr. Ryan said that they are looking into getting a new pumping system which will be a little more water tight. They are going to upgrade the Pump Station, the main lift station, and placing some mechanism so that there is some follow up as to the installation of collection systems. He also asked if the roads are turned over to the Homeowners Association when the Developer is leaves. Mr. Ryan said that it was his understanding that this will occur in the next several years. He said that he thought that this process had already started in that the Developer has already made contact with the Homeowners Association. In addition, Mr. Muzzulin asked if the existing roads are up to NCDOT Standards. Mr. Ryan said that that he believed that those roads were designed to be to NCDOT Standards. Mr. Muzzulin said that the roads are pretty bumpy now. Mr. Ryan said that it was his understanding that, when the Developer recently spoke to the Planning Board last month, the Homeowners Association had \$1,000,000+ to address road maintenance. In the Budget this year they have \$100,000+ going to address some of the road issues.

Tammy Miller-White made a motion to conditionally approve the Preliminary Plats of “Waterleaf” Subdivision as proposed, subject to compliance with the County’s improvement design standards and general plat information and certifications; and approval of the related Construction Plans as per approval letters and permits issued by applicable review agencies; and the understanding that school busses will not travel down the three (3) circular turnarounds and this fact communicated to lot buyers through the Restrictive Covenants. The motion was seconded by Sue Weimar and unanimously approved by the Board.

Reappointments & New Appointments to the Board of Adjustments: Recently, Delores Battle resigned her seat as a Member of the Board of Adjustments. The two Alternates, Johnny Corprew & Dianne Layden, are both willing to serve as a “regular” Member. In review of Section 206 of the Zoning Ordinance, Donna Godfrey explained that the Board of County Commissioners may wish to consider additional information, as follows:

- 1) Ms. Battle’s current term expires on September 30, 2011; therefore, the individual appointed to complete her unexpired term would need to be reappointed again in September. However, to avoid this very short time counting as one of the three terms permitted per Member, the Board may wish to make this initial appointment for two years, on or before September 30, 2013, with subsequent re-appointments for 3-year terms.
- 2) Al Gesler and Marshall Knight are both eligible for final 3rd term member appointments.

- 3) If Mr. Corpew or Ms. Layden is appointed by the Board to fill Ms. Battle's term (or an extended term), a new Alternate should be appointed for a two-year term to expire on or before September 30, 2013 and thereby complying with Sections 206(e) and (f) by properly staggering the terms.
- 4) The County has a letter or statement of interest on file from two volunteers, John Sirmon and Lynn Mathis, interested in serving on the Board of Adjustments. Ms. Mathis is in the audience tonight.

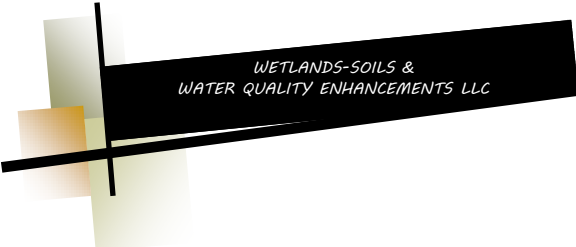
On motion made by Mack E. Nixon, seconded by Tammy Miller-White, the Board unanimously appointed Lynn Mathis as a Member of the Board of Adjustments with a term to end on September 30, 2013 with subsequent re-appointments for 3-year terms.

ANNUAL CONTRACTS

The following annual contracts were considered for action:

Senior Nutrition Contract: County Manager Darden explained that this contract is between Perquimans County and Albemarle Commission to handle the Senior Nutrition Program at the Senior Center. The cost is \$8,441.55 for FY 2011-2012. On motion made by Tammy Miller-White, seconded by Edward R. Muzzulin, the Board unanimously approved the Senior Nutrition Contract for FY 2011-2012 at \$8,441.55.

Water Management Contract: County Manager Darden explained that this contract is between Perquimans County and Dwane Hinson to handle water management consulting services to meet the water management needs in Perquimans County. The contract is as follows:



Dwane Hinson
 Wetland and Water Management Specialist
 Soil Scientist (NC1190)
 Phone: 252-482-4162
 Cell: 252-337-4933
 E-Mail:



Perquimans County Water Management Proposal:

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

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

Services, Resources & Projected Costs:

Resources Provided By the LLC To Accomplish Goals and Objectives

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

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

1. Hours and Cost:
 Total hours are negotiable and adjustable as deemed necessary by County Commissioners. Base services will be provided for an average of 12 hours per week at a fee of \$30.00 per hour. Total work hours will be dictated by project activity and priorities set by the County Water Management Committee and a subsequent Plan of Work.
2. County Supplements:
 - A mileage supplement of 50.5 cents per mile will be allocated for use of trucks, boats, and four-wheelers required to perform surveys, visit landowners, and perform creek analysis. An estimate of the total miles will be posted in the Plan of Work.
 - Other supplements provided by the county would include a copy (under County License) of the Arc-View Program used by the county to manipulate the current GIS data base.

Management:

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

Term

Unless terminated sooner, this agreement shall commence at the adoption by the Perquimans County Board of Commissioners and end on June 30, 2012, and can be renewed for one-year periods thereafter.

Adopted this the 1st day of July, 2011.

 Benjamin C. Hobbs, Chairman

Attest: _____
 Mary Hunnicutt, Clerk to the Board

 Dwane Hinson

Chairman Hobbs asked how much we spent last year. Commissioner Nixon said that we have budgeted \$20,000 this year. Mr. Darden agreed. On motion made by Sue Weimar, seconded by Tammy Miller-White, the Board unanimously approved the above referenced contract with Dwane Hinson not to exceed \$20,000 without coming back to Board.

Public Information Officer Contract: County Manager Darden presented the FY 2011-2012 contract with Thomas Ponte who is our Public Information Officer for Perquimans County Emergency Management. On motion made by Sue Weimar, seconded by Edward R. Muzzulin, the Board unanimously approved the following annual contract:

AGREEMENT

Agreement is hereby made between Perquimans County, North Carolina and Thomas Morris Ponte as set forth below according to the following terms, conditions and provisions.

- 1. Identity of Client Perquimans County Emergency Management
104 Dobbs Street
Hertford, NC 27944
- 2. Identity of Contractor Thomas Morris Ponte
111 Green Ct W
Hertford, NC 27944
- 3. Work to be Performed Contractor agrees to provide services as the Public Information Officer for Perquimans County Emergency Management on a best efforts basis. This will include serving as media contact for planned events (exercises); emergencies and as a representative for any seminars, conferences or meetings involving Public Information for Perquimans County Emergency Management.
- 4. Terms of Payment Client shall pay the Contractor the sum of \$100.00 per month.
- 5. Expenses Client shall not be liable for any expenses paid or incurred by Contractor unless agreed to in writing.
- 6. Terms of Agreement The effective date of this agreement shall be July 1, 2011 and will terminate on June 30, 2012 and shall be renewed on a yearly basis. This contract can be terminated by either party with thirty (30) days written notice to the other party.

Client: Perquimans County Emergency Management
By: _____ Date: July 5, 2011

Contractor: Thomas M. Ponte
By: Thomas M. Ponte Date: May 6, 2011

Economic Development Consultant Contract: County Manager Darden presented the FY 2011-2012 contract with Dave Goss who is our Economic Development Consultant. The cost is \$1,583.00 per month for FY 2011-2012. On motion made by Mack E. Nixon, seconded by Edward R. Muzzulin, the Board unanimously approved the following annual contract:

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

May 18, 2011

Bobby Darden
County Manager
Perquimans County
P.O. Box 45
Hertford, NC 27944

Dear Bobby:

Described below is a proposal [for the period July 1, 2011 through June 30, 2012 for me to continue to provide economic development consulting services to Perquimans County.

Work Program

- Serve as Perquimans County’s primary point of contact for perspective economic development inquiries.
- Provide staff liaison with the North Carolina Seafood Industrial Park Authority in the development of a marine industrial park within the Commerce Centre. During this fiscal year this activity will be primarily focused seeking potential businesses for the marine industrial park and developing capital grant applications for strategic marine industrial park infrastructure.
- Market the Perquimans County Commerce Centre to a variety of potential companies, but with a priority focus on marine, alternative energy, construction-related, and entrepreneurial entities.
- Develop a Commerce Centre infrastructure program for the remainder of Phase 1 and Phase 2 [wooded area].
- Facilitate a new economic development initiative focused on developing “tourism as a business” within Perquimans County.
- Facilitate the activities of a County Broadband Task Force to support the implementation of “last mile” fiber broadband service within Perquimans County in cooperation with applicable state and regional resources.
- Continue to support small entrepreneurial businesses with a primary focus on assisting existing small businesses to grow and attracting new downtown Hertford businesses. Part of this effort will be focused on the redevelopment of the Hertford’s waterfront.
- Assist County Manager with negotiations and follow-up with potential Commerce Centre land buyers and, where applicable, support buyers in their acquisition and development processes.
- Continue to be an active participant in the regional marketing efforts of the Northeast Carolina Regional Economic Development Commissioner’s Northeast Economic Developers [N.E.E.D] group.
- Assist Hertford and Winfall officials in their economic development initiatives (e.g., the leasing or sale of the Don Juan building; tourism-related programs) when authorized by the EDC.
- Where applicable, assist in the preparation of North Carolina economic development grant/loan applications.
- Attend relevant trade shows and economic development-related conferences that relate directly to Commerce Centre development and activities of the Entrepreneur Network.
- Assist Commerce Centre site buyers in the design and implementation of workforce development programs, if necessary, in cooperation with the Albemarle Commission, COA and ECSU’s SBTDC programs.
- Present an oral report to the Board of Commissioners at least quarterly.
- Have an annual review of projects and evaluation of progress and performance with the County Manager.
- Undertake special projects as requested by the County Manager and/or the EDC.

Compensation

My proposed compensation for the above Work Program would be a retainer fee of \$1,583 a month [current compensation] that would cover my time and travel-related costs within the region. Because of the current revenue problems facing the County, I am not requesting an increase in my retainer fee. However, if County employees are given an annual percentage wage increase during the 2011-12 fiscal year, I request that this monthly retainer fee be increased by the same percentage amount. Not included would be any travel-related costs outside the region, membership fees for relevant economic development-related organizations and registration fees for trade shows/economic development conferences that I have authorization to attend from the County.

I continue to appreciate and enjoy the economic development consulting relationship I have had with Perquimans County. I look forward to a continuing productive relationship over the 12-month period from July 1, 2011 through June 30, 2012.

Sincerely,

David N. Goss

David N. Goss
(252) 426-3188
dng524@mchsi.com

Administrator of Community-Based Youth Gang Violence Prevention Program Contract: County Manager Darden explained that this contract is between Perquimans County and Clayton Griffin who administers the Community-Based Youth Gang Prevention Grant Program. He further explained that, due to fact that he will not know until September or October that his grant has been approved, this contract will run through October 31, 2011. The cost is \$2,500 per month for four (4) months. On motion made by Mack E. Nixon, seconded by Tammy Miller-White, the Board unanimously approved the following contract with Clayton Griffin to oversee the Community-Based Youth Gang Violence Prevention Program:

NORTH CAROLINA

CONTRACT FOR SERVICES

PERQUIMANS COUNTY

THIS AGREEMENT made and entered into this the 1st day of July, 2011, by and between PERQUIMANS COUNTY, hereinafter referred to as "the County", and CLAYTON H. GRIFFIN, SR., hereinafter referred to as the "Provider";

WITNESSETH:

THAT WHEREAS the County has received a State Grant from the North Carolina Department of Juvenile Justice and Delinquency Prevention to finance the Community-Based Youth Gang Violence Prevention Program; and

WHEREAS the County and the Provider wish to enter into an agreement, by which the Provider will provide Community-Based Youth Gang Violence Prevention services as an independent contractor;

NOW, THEREFORE, PERQUIMANS COUNTY and CLAYTON H. GRIFFIN, SR., agree as follows:

1. RESPONSIBILITIES OF THE PROVIDER.

- a. As Provider, Clayton H. Griffin, Sr. will administer the Community-Based Youth Gang Violence Prevention Program in Perquimans County according to State of North Carolina guidelines.
- b. As Provider, Clayton H. Griffin, Sr. will promptly complete and deliver all paperwork, including, but not limited to, monthly billings to the State, to be signed by the County Manager or Finance Officer of Perquimans County.
- c. As Provider, Clayton H. Griffin, Sr. shall, during each fiscal year, make two (2) presentations to the Perquimans County Board of Commissioners as to the performance of the Community-Based Youth Gang Violence Prevention Program in Perquimans County.

2. TERM.

Unless sooner terminated, the term of this contact shall be for the period beginning July 1, 2011 and continuing through October 31, 2011. The Provider will provide a minimum of eight (8) hours of services per day and shall work five (5) days per week, except when he is observing County holidays. All holidays observed by the County shall be observed by the Provider.

3. CONTRACT PRICE.

Perquimans County shall pay the Provider as follows: \$2,500.00 monthly beginning on the 25th of July and on the 25th day of every month thereafter through October 25, 2011. If this contract is terminated prior to October 31, 2011, the Provider shall be paid through the date of termination, but not for any time thereafter.

4. TERMINATION.

This contract may be terminated at any time by the County of Perquimans or by the Provider, Clayton H. Griffin, Sr., upon written notice to the other.

5. WORKERS' COMPENSATION.

The Provider will be covered under Perquimans County's Workers' Compensation Program for the period of time covered by this Agreement.

6. FICA AND TAXES.

The Provider will be required to record and pay all of his Social Security taxes and to file and pay all of his North Carolina and Federal Income taxes.

7. INDEPENDENT CONTRACTOR.

The Provider, Clayton H. Griffin, Sr., shall at all times under this Agreement be considered an independent contractor with Perquimans County. The Provider understands that under this contract he is not a county employee and he shall not be eligible for any of the benefits of the employees of Perquimans County and that he shall not come under the rules of the Perquimans County personnel policy.

IN WITNESS WHEREOF, PERQUIMANS COUNTY has caused this agreement to be executed, in duplicate originals, by the Chairman of its Board of Commissioners and attested by the Clerk to the Board, and its seal to be hereunto affixed, the day and year first above written, and CLAYTON H. GRIFFIN, SR., has hereunto set his hand and seal, in duplicate originals, the day and year first above written.

PERQUIMANS COUNTY

By: _____
Chairman, Board of Commissioners of
Perquimans County

ATTEST:

Clerk to the Board

CLAYTON H. GRIFFIN, SR.

NORTH CAROLINA

PERQUIMANS COUNTY

I, _____, a Notary Public of the County and State aforesaid, certify that Mary P. Hunnicutt, personally came before me this day and acknowledged that she is Clerk to the Board of the Commissioners of Perquimans County, and that by authority duly given and as the act of said Board, the foregoing instrument was signed in its name by its Chairman, sealed with its corporate seal and attested by her as its Clerk.

Witness my hand and official stamp or seal, this _____ day of _____, 2011.

My commission expires: _____

Notary Public

NORTH CAROLINA

PERQUIMANS COUNTY

I, _____, a Notary Public of the County and State aforesaid, certify that CLAYTON H. GRIFFIN, SR., personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this _____ day of _____, 2011.

My commission expires: _____

Notary Public

Administrator of Restitution/Community Service Program Contract: County Manager Darden explained that this contract is between Perquimans County and Clayton Griffin who administers the Restitution/Community Service Program. The cost is \$10,800 per year. On motion made by Tammy Miller-White, seconded by Edward R. Muzzulin, the Board unanimously approved the following contract with Clayton Griffin to oversee the Restitution/Community Service Program:

NORTH CAROLINA

CONTRACT FOR SERVICES

PERQUIMANS COUNTY

THIS AGREEMENT made and entered into as of July 1, 2011, by and between PERQUIMANS COUNTY, hereinafter referred to as "the County", and CLAYTON H. GRIFFIN, SR., hereinafter referred to as the "Provider";

WITNESSETH:

THAT WHEREAS the State of North Carolina has a program called the Restitution/ Community Service Program whereby juveniles who have been found delinquent engage in work in order to earn money which is then paid as restitution for their delinquent offense or offenses and/or engage in community service for said offense or offenses; and

WHEREAS the County is seeking to employ the Provider for the administration of the Restitution/Community Service Program in Perquimans County; and

THAT WHEREAS the Provider, as an independent contractor, is prepared to serve as the part-time Program Administrator for the Restitution/Community Service Program in Perquimans County; and

WHEREAS the County is eligible to receive a State Grant to finance the Restitution/ Community Service Program; and

WHEREAS the County and the Provider wish to enter into an agreement, by which the Provider will provide services as an independent contractor administering the Restitution/ Community Service Program for Perquimans County; and

NOW, THEREFORE, PERQUIMANS COUNTY and CLAYTON H. GRIFFIN, SR., agree as follows:

1. RESPONSIBILITIES OF THE PROVIDER.

(A) As Provider, Clayton H. Griffin, Sr. will administer the Restitution/ Community Services Program in Perquimans County according to State of North Carolina guidelines.

(B) As Provider, Clayton H. Griffin, Sr. will promptly complete and deliver all paperwork, including, but not limited to, monthly Client Tracking Forms (CTF) data to the State.

(C) As Provider, Clayton H. Griffin, Sr. shall, during each fiscal year, make two (2) presentations to the Perquimans County Board of Commissioners as to the performance of the Restitution/Community Service Program in Perquimans County.

2. TERM.

Unless sooner terminated, the term of this contact shall be for the period beginning July 1, 2011 and continuing through June 30, 2012. The Provider will provide services to complete the Restitution/Community Service Program as needed, except when he is observing County holidays. All holidays observed by the County shall be observed by the Provider.

3. CONTRACT PRICE.

Perquimans County shall pay to the Provider, the total of \$10,800.00, which shall be paid as follows: \$900.00 on the 25th day of every month thereafter through June 25, 2012. If this contract is terminated prior to June 30, 2012 the Provider shall be paid through the date of termination, but not for any time thereafter.

4. TERMINATION.

This contract may be terminated at any time by the County of Perquimans or by the Provider, Clayton H. Griffin, Sr., upon written notice to the other.

5. WORKERS' COMPENSATION.

The Provider will be covered under Perquimans County's Workers' Compensation Program for the period of time covered by this Agreement.

6. FICA AND TAXES.

The Provider will be required to record and pay all of his Social Security taxes and to file and pay all of his North Carolina and Federal Income taxes.

7. INDEPENDENT CONTRACTOR.

The Provider, Clayton H. Griffin, Sr., shall at all times under this Agreement be considered an independent contractor with Perquimans County. The Provider understands that under this contract he is not a county employee and he shall not be eligible for any of the benefits of the employees of Perquimans County and that he shall not come under the rules of the Perquimans County personnel policy.

IN WITNESS WHEREOF, PERQUIMANS COUNTY has caused this agreement to be executed, in duplicate originals, by the Chairman of its Board of Commissioners and attested by the Clerk to the Board, and its seal to be hereunto affixed, the day and year first above written, and CLAYTON H. GRIFFIN, SR., has hereunto set his hand and seal, in duplicate originals, the day and year first above written.

PERQUIMANS COUNTY

By: _____
Chairman, Board of Commissioners of Perquimans County

ATTEST:

Clerk to the Board

CLAYTON H. GRIFFIN, SR.

NORTH CAROLINA
PERQUIMANS COUNTY

I, _____, a Notary Public of the County and State aforesaid, certify that Mary P. Hunnicutt, personally came before me this day and acknowledged that she is Clerk to the Board of the Commissioners of Perquimans County, and that by authority duly given and as the act of said Board, the foregoing instrument was signed in its name by its Chairman, sealed with is corporate seal and attested by her as its Clerk.

Witness my hand and official stamp or seal, this _____ day of July, 2011.

My commission expires: _____
Notary Public

NORTH CAROLINA
PERQUIMANS COUNTY

I, _____, a Notary Public of the County and State aforesaid, certify that CLAYTON H. GRIFFIN, SR., personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this _____ day of July, 2011.

My commission expires: _____
Notary Public

RESOLUTIONS

The following Resolutions were presented for Board consideration and action:

Firefighters Week: The State Legislature has approved House Resolution No. 715 which proclaims the week in September of each year containing September 11 as Firefighters Week in North Carolina. County Manager Darden presented a Resolution for the Board to consider proclaiming Firefighters Week in Perquimans County. On motion made by Mack E. Nixon, seconded by Tammy Miller-White, the Board unanimously adopted the following Resolution:

RESOLUTION

Whereas, fighting fires is one of the most hazardous professions, requiring physical strength, stamina, extensive training, courage, and selfless concern for the welfare of others; and

Whereas, firefighters provide valuable services to the citizens of North Carolina, their communities, and the State; and

Whereas, firefighters make sacrifices to protect the lives and financial interests of the citizens of North Carolina; and

Whereas, firefighters respond to emergencies without hesitation when the call of duty arises; and

Whereas, firefighters work with public safety officials and law enforcement officers to protect the integrity of crime scenes, which is necessary to resolve arson cases; and

Whereas, firefighters reside in the community in which they serve and have a great appreciation for protecting their communities; and
Whereas, it is appropriate to recognize the duties and services that firefighters perform by observing Firefighters Week in North Carolina;

Now, therefore, be it resolved by the Perquimans County Board of Commissioners:

SECTION 1. The Perquimans County Board of Commissioners believes that all firefighters deserve to be honored for the invaluable service they provide to the State, its citizens, and communities.

SECTION 2. The Perquimans County Board of Commissioners encourages the citizens of this County to observe the week in September of each year containing September 11 as Firefighters Week in Perquimans County.

SECTION 3. This resolution is effective upon adoption.

Benjamin C. Hobbs, Chairman
Perquimans County Board of Commissioners

ATTEST:

Mary P. Hunnicutt, Clerk to the Board

Reconvey Albemarle District Jail Property to Pasquotank County Board of Commissioners: County Manager Darden explained that this Resolution reconveys the property which houses the former Albemarle District Jail which was deeded to The Albemarle District Jail Commission on September 4, 1973 back to the Pasquotank County Board of Commissioners. On motion made by Mack E. Nixon, seconded by Edward R. Muzzulin, the Board unanimously adopted the following Resolution:

RESOLUTION

Be it resolved that Albemarle District Jail facility was originally built on land that was deeded to The Albemarle District Jail Commission, a body politic, by Deed dated September 4, 1973, recorded in Deed Book 347, Page 99 of the Pasquotank County Public Registry, by Pasquotank County.

The Deed provided "to be used by the said Party of the Second Part (ADJ), so long as the said Party of the Second Part (ADJ) shall use the same for jail or confinement purposes, and when the said Party of the Second Part (ADJ) shall cease to use the said lands described hereinbelow for jail or confinement purposes then the said land shall convert to the Party of the First Part" (Pasquotank County)

That whereas, the said jail or detention facility at the parcel described is no longer being utilized by Albemarle District Jail Commission as a confinement facility.

Now, therefore, the members of Albemarle District Jail Commission, namely, Camden, Pasquotank and Perquimans Counties, do individually and collectively direct the Albemarle District Jail Commission to reconvey the lands described to the Board of Commissioners of Pasquotank County, a body politic.

This the 5th day of July, 2011.

Benjamin C. Hobbs, Chairman
Perquimans County Board of Commissioners

ATTEST:

Mary P. Hunnicutt, Clerk to the Board

REQUEST FROM PASQUOTANK COUNTY FOR AMICUS BRIEF

County Manager Darden explained that Mike Cox, Pasquotank County's Attorney, is asking several counties to file amicus briefs on behalf of Pasquotank County in the *Williams V. Pasquotank* Case. An 18 year old man drowned at the county park a few years ago and the county was sued, argued governmental immunity and lost in superior court and court of appeals. Mr. Darden said that he hoped that our attorney might be able to explain this better. County Attorney Crowe explained that this is supposed to enlighten the court on other issues that were not presented by either parties of the case. Pasquotank County is asking that Perquimans County be one of these counties to file amicus briefs on behalf of Pasquotank County. The following questions/comments were made:

Commissioner Nixon asked how much this would cost. Depending on how much involved it was, County Attorney Will Crowe said that it would cost about \$5,000.

Commissioner Miller-White asked if the Board could investigate this further and take action on it next month. Chairman Hobbs said that, being a neighboring county, this liability issue is certainly important to us. If it does any good, it would be great but if doesn't do any good, would it be worth spending the \$5,000. Mr. Crowe said that they have not investigated how far they are in this process and what they are trying to argue at this point. Whatever the issues are, he said that whatever applies to a neighboring county would apply to all governments. What the Court of Appeals has done is to state that the county has liability and this is rather unheard of in this state. This is not what the general thinking has been. Commissioner Nixon asked if there was any case law that has addressed this issue. Off the top of his head, Mr. Crowe said that he was unaware of any and that he needed to do more research on this matter. Commissioner Miller-White said that, if Perquimans County were to establish any kind of swimming area in the County, this liability issue would be very important to us.

Commissioner Nixon recommends that we sit back and wait to see what other counties are doing.

It was the general consensus of the Board to table the matter until next month.

OPTION TO PURCHASE AGREEMENT

County Manager Darden explained that the Offer to Purchase Agreement for the 20/20 Building is necessary to complete the transaction. On motion made by Mack E. Nixon, seconded by Edward R. Muzzulin, the Board unanimously approved the following Offer to Purchase Agreement:

**COUNTY OF PERQUIMANS
OFFER TO PURCHASE AND CONTRACT
PERQUIMANS 2020 VISION COALITION, INC PROPERTY
LOCATED AT 1072 Harvey Point Road, HERTFORD, NORTH CAROLINA**

Perquimans County, a body politic and corporate of the State of North Carolina, as Buyer, hereby offers to purchase and Perquimans 2020 Vision Coalition, Inc., a corporation of the State of North Carolina, as Seller, upon acceptance of said offer, agrees to sell and convey, all of that plot, piece or parcel of land described below, together with all improvements located thereon and such fixtures and personal property as are listed below (collectively referred to as the "Property"), up on the following terms and conditions:

1. REAL PROPERTY: Located in the Town of Hertford, County of Perquimans, State of North Carolina, being commonly identified as the land and all improvements thereon located at 1072 Harvey Point Road, Hertford, North Carolina, being further identified in the Office of the Tax Collector of Perquimans County as Tax ID#: 7859-01-4155.000 and also being identified in that deed recorded at Book 186, Page 676 and as Lot 2 containing 2.5 acres on that plat recorded at Plat Cabinet 2, Slide 63, Map 4 of the Perquimans County Registry.

2. PURCHASE PRICE: The purchase price is **Twenty Five Thousand Dollars (\$25,000.00)** and shall be paid as follows:

Twenty Five Thousand Dollars (\$25,000.00), by County to be paid by Buyer at closing to Sara A. Conti, Liquidating Trustee for the bankruptcy estate of the North Carolina Technological Development Authority, Inc, a North Carolina corporation, pursuant to a Release Agreement to be signed by and between Perquimans 2020 Vision Coalition, Inc. and the North Carolina Technological Development Authority, Inc. and pursuant to the further terms of this paragraph. The parties acknowledge that the Seller has certain duties, obligations and responsibilities to the North Carolina Technological Development Authority, Inc. under the provisions of: 1) That certain Deed of Trust dated

June 1, 1998, by and among PERQUIMANS 2020, Spruillco, Ltd., a North Carolina Corporation, as Trustee and NCTDA as Beneficiary recorded on June 26, 1998 in Book 188 Page 252 of the Perquimans County Registry and as modified by that Modification Agreement dated June 11, 1999 and recorded on June 18, 1999 in Book 197 Page 422 of the Perquimans County Registry and by that Modification Agreement dated October 19, 2000 and recorded on August 23, 2001 in Book 219 Page 703 of the Perquimans County Registry; 2) That certain Deed of Trust dated June 1, 1998, by and among PERQUIMANS 2020, Spruillco, Ltd., a North Carolina Corporation, as Trustee and NCTDA as Beneficiary recorded on June 26, 1998 in Book 188 Page 260 of the Perquimans County Registry and as modified by that Modification Agreement dated June 11, 1999 and recorded on June 18, 1999 in Book 197 Page 422 of the Perquimans County Registry and by that Modification Agreement dated October 19, 2000 and recorded on August 23, 2001 in Book 219 Page 703 of the Perquimans County Registry; 3) That certain Equipment Use Agreement between the parties dated October 17, 2000; and 4) That certain Grant Agreement Contract between the parties dated June 1, 1998. The Seller and Buyer, for the sum of Twenty Five Thousand Dollars (\$25,000.00) paid to Sara A. Conti, Liquidating Trustee for the bankruptcy estate of the North Carolina Technological Development Authority, Inc, have negotiated a release of Perquimans 2020 Vision Coalition, Inc. from any and all duties, obligations and responsibilities it may have under the aforementioned documents and agreements and Sara A. Conti, Liquidating Trustee for the bankruptcy estate of the North Carolina Technological Development Authority, Inc. has agreed, upon receipt of the sum of Twenty Five Thousand Dollars (\$25,000.00) to execute notices of satisfaction of the aforementioned Deeds of Trust.

3. EXPENSES: Unless otherwise agreed, Buyer shall be responsible for all costs with respect to any loan obtained by Buyer, appraisal, title search, title insurance, recording the deed and for preparation and recording of all instruments required to secure the balance of the purchase price unpaid at Closing, preparation of a deed, survey and all other documents necessary to close this transaction including any one percent (1%) land transfer fees and excise tax (revenue stamps) required by law.

4. CLOSING: Closing shall be defined as the date and time of recording of the deed. All parties agree to execute any and all documents and papers necessary in connection with Closing and transfer of title on or before December 31, 2011 at a place designated by Buyer. Absent agreement to the contrary in this contract or any subsequent modification thereto, the following terms shall apply: If either party is unable to close this transaction by December 31, 2011, then provided that the party is acting in good faith and with reasonable diligence to proceed to closing, such party shall be entitled to reasonable delay of the Closing Date and shall give as much notice as possible to the non-delaying party and closing agent. In such event, however, either party for whom the Closing Date is delayed shall have a maximum of ten (10) days from the Closing Date, or any extension of the closing date agreed-upon in writing. The parties acknowledge that after the date of this Offer to purchase until the date of Closing, the Seller will continue to occupy and use the building and improvements located on the property for its ongoing operations.

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

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

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

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

9. PROPERTY INSPECTION: Unless otherwise stated herein, or as otherwise provided on an inspection addendum attached hereto, Buyer shall have the option of inspecting or, obtaining at Buyer's expense, inspections to determine the condition of the Property. Unless otherwise stated herein, it is a condition of this contract that: (i) electrical system, plumbing system, heating and cooling systems, roof coverings (including flashing and gutters), doors and windows, exterior surfaces, structural components (including foundations, columns, chimneys, floors, walls, ceilings and roofs), shall be performing the function for which intended and shall not be in need of immediate repair; (ii) there shall be no unusual drainage conditions or evidence of excessive moisture adversely affecting the structure(s); and (iii) there shall be no friable asbestos or existing environmental contamination. Any inspections shall be completed and written notice of necessary repairs shall be given to Seller at least 60 days prior to the date of closing. Seller shall provide written notice to Buyer of Seller's response within fourteen (14) days of Buyer's notice. Buyer is advised to have any inspections made prior to incurring expenses for Closing and in sufficient time to permit any required repairs to be completed by Closing.

10. REPAIRS: Pursuant to any inspections in accordance with Paragraph 9 above, if any repairs are necessary, Seller shall have the option of completing them or refusing to complete them. If Seller elects not to complete the repairs, then Buyer shall have the option of accepting the Property in its present condition or terminating this contract, in which case all earnest monies shall be refunded.

11. REASONABLE ACCESS: Seller will provide reasonable access to the Property (including working, existing utilities) through the earlier of Closing or possession by Buyer, to Buyer or Buyer's representatives for the purposes of appraisal, inspection, and/or evaluation. Buyer may conduct a walk-through inspection of the Property prior to Closing.

12. POSSESSION: Unless otherwise provided herein, possession shall be delivered at Closing.

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

Date: _____

Date: _____

Buyer _____ (SEAL)

Seller _____ (SEAL)

ECC LETTER REGARDING THE MORRINGS OF THE ALBEMARLE

Chairman Hobbs mentioned that he and County Manager Darden met with East Carolina Consulting, PLLC regarding the progress at The Moorings of the Albemarle. They would like for the Board to consider an "alternative" to the conventional Waste Water Treatment Plant & Disposal Systems and would like to meet with the Board to discuss this matter. Mr. Hobbs said that he would talk with them and see if they would be willing to come to a Work Session. Commissioner Nixon said that the Board needs to stick to our grounds on requiring the conventional Waste Water Treatment Plant & Disposal Systems. He further stated that there are problems with these small systems. Mr. Hobbs will notify the Board when they will be coming to meet with them.

PUBLIC COMMENTS

There were no public comments.

ADJOURNMENT

There being no further comments or business to discuss, the Regular Meeting was adjourned by the Chairman at 8:45 p.m.

Benjamin C. Hobbs, Chairman

Clerk to the Board

SPECIAL CALLED MEETING
July 25, 2011
7:00 p.m.

The Perquimans County Board of Commissioners met in a Special Called Meeting on Monday, June 25, 2011 at 7:00 p.m. in the Commissioners' Room located in the Perquimans County Courthouse Annex. The purpose of the meeting was to hold a Public Hearing for the NCDOT Secondary Road Improvement Program and the FY 2011-2012 Budget.

MEMBERS PRESENT: Benjamin Hobbs, Chairman Edward R. Muzzulin
Tammy Miller-White Sue Weimar
Mack Nixon

MEMBERS ABSENT: Janice McKenzie Cole, Vice-Chair

OTHERS PRESENT: Bobby C. Darden, County Manager Mary P. Hunnicutt, Clerk to the Board
Sharon S. Ward, Finance Officer

Chairman Hobbs called the meeting to order and asked Commissioner Weimar to give the invocation. The Chairman then led the Pledge of Allegiance. Chairman Hobbs explained that, the purpose of the meeting to hold a Public Hearings to receive public comments on the LGC application to purchase the AEMC building and to renovate it.

AGENDA

The Agenda was unanimously approved on motion made by Mack E. Nixon, seconded by Sue Weimar.

PUBLIC HEARING

Financing for the AEMC Purchase & Renovation

Chairman Hobbs opened the Public Hearing stating that the purpose of the public hearing was to receive public comments regarding the financing of the acquisition and renovations to the Albemarle Electric Membership Corporation facility located in Winfall. The project will include the renovation to the existing facilities for the County's emergency services. The proposed financing will be a bank installment purchase loan in an amount up to \$1.4 million. There were three (3) people present. The Chairman recognized County Manager Darden who presented the following information on the proposed Local Government Commission (LGC) loan application:

- Requesting \$1.4 million - \$840,000 to purchase building and the balance to renovate the inside for our offices.
- Contract bids are due by August 3rd
- Bank proposals are due by August 5th
- This will allow LGC to prepare to take action on the application at their September meeting.

The Chairman opened the meeting for public comments. The following questions/comments were asked:

- **Emerson Cullins:** Mr. Cullins asked if they were going to move the Sheriff's Department. Mr. Darden explained that he had discussed this with Sheriff Tilley who explained that it is better for the Sheriff's Office to be close to the Courthouse. Therefore, they will remain where they are.
- **Emerson Cullins:** Mr. Cullins asked if what the cost was for the original plan to build a new EMS facility. Mr. Darden explained that it was going to cost \$1.2 million for a building 2/3 the size of the AEMC building. Plus, it would not have a generator, no paved parking lot, and no security system.

There being no further questions or comments, the Chairman closed the Public Hearing at 7:08 p.m. and proceeded with the Special Called Meeting.

RESOLUTION AUTHORIZING THE LGC APPLICATION

The Public Hearing was held earlier in the meeting. On motion made by Mack E. Nixon, seconded by Tammy Miller-White, the Board unanimously approved the following Resolution:

RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION FOR
APPROVAL OF A FINANCING AGREEMENT AUTHORIZED BY NORTH
CAROLINA GENERAL STATUTE 160A-20

WHEREAS, the County of Perquimans, North Carolina desires to purchase and renovate the former Albemarle Electric Membership Corporation facility to use for County emergency services (the "Project") to better serve the citizens of Perquimans County; and

WHEREAS, The County of Perquimans desires to finance the Project by the use of an installment contract authorized under North Carolina General Statute 160A, Article 3, Section 20; and

WHEREAS, findings of fact by this governing body must be presented to enable the North Carolina Local Government Commission to make its findings of fact set forth in North Carolina General Statute 159, Article 8, Section 151 prior to approval of the proposed contract;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Perquimans County, North Carolina, meeting in special session on the 25th day of July, 2011, make the following findings of fact:

1. The proposed contract is necessary or expedient because of the need to replace the inadequate existing facilities for Emergency Medical Services, 911 Communications, and Emergency Management.
2. The proposed contract is preferable to a bond issue for the same purpose because the amount of financing of up to \$1,400,000 exceeds the amount that can be prudently raised from currently available appropriations, unappropriated fund balances, and non-voted bonds in a timely manner.
3. The cost of financing under the proposed contract is expected to be less than the cost of issuing general obligation bonds.
4. The sums to fall due under the contract are adequate and not excessive for the proposed purpose because the County of Perquimans has compared the cost of constructing a new facility against the purchase and renovation of the chosen facility.
5. The County of Perquimans' debt management procedures and policies are good because the procedures and policies fully comply with all statutory requirements involving debt management.
6. The increase in taxes necessary to meet the sums to fall due under the proposed contract will be one cent per \$100 valuation and is not deemed to be excessive.
7. The County of Perquimans is not in default in any of its debt service obligations.
8. The attorney for the County of Perquimans has rendered an opinion that the proposed Project is authorized by law and is a purpose for which public funds may be expended pursuant to the Constitution and laws of North Carolina.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Chairman of the Perquimans County Board of Commissioners, County Manager, and Finance Officer are hereby authorized to act on behalf of the County of Perquimans in filing an application with the North Carolina Local Government Commission for approval of the Project and the proposed financing contract and other actions not inconsistent with this resolution.

This resolution is effective upon its adoption this 25th day of July, 2011.

The motion to adopt this resolution was made by Commissioner Mack E. Nixon, seconded by Commissioner Tammy Miller-White and passed by a vote of five (5) to one (1).

Benjamin C. Hobbs, Chairman

ATTEST:

Mary P. Hunnicutt, Clerk to the Board

This is to certify that this is a true and accurate copy of Resolution adopted by the Perquimans County Board of Commissioners on the 25th day of July, 2011.

Mary P. Hunnicutt, Clerk to the Board

Date

Commissioner Muzzulin asked for an update on the Environmental Survey. Mr. Darden updated the Board on where we stand with this survey. Commissioner Nixon also stated that AEMC recently had extensive samplings done. Mr. Muzzulin asked if we could get copies of their reports. Mr. Darden will try to get some copies.

RESOLUTION: REVISED SECONDARY ROAD IMPROVEMENT FY 2011-2012

A Public Hearing was held in June for the NCDOT Secondary Road Improvement Program for FY 2011-2012. During that meeting, it was determined that Sassafras Lane was omitted from the program in error. On motion made by Sue Weimar, seconded by Tammy Miller-White, the Board unanimously approved the following Resolution:

**RESOLUTION
2011-2012 Secondary Roads Improvement Programs
PERQUIMANS COUNTY**

Upon motion made by Sue Weimar, seconded by Tammy Miller-White and unanimously passed, the Board of Commissioners of Perquimans County adopted the following resolution at their Special Called Meeting held on July 25, 2011 at 7:00 p.m. in the Commissioners' Room of the Perquimans County Courthouse Annex. The Public Hearing was held on June 27, 2011 at 6:00 p.m.

WHEREAS, the North Carolina Department of Transportation presented the actual FY 2011-2012 Secondary Roads Improvement Program for Perquimans County totaling \$427,988.81.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Perquimans County hereby adopted the Secondary Roads Improvement Programs for Perquimans County as presented by the North Carolina Department of Transportation.

**NORTH CAROLINA
PERQUIMANS COUNTY**

I, Mary P. Hunnicutt, Clerk to the Board of Commissioners of the aforesaid State and County, hereby certify that the foregoing is a true and correct copy of the **RESOLUTION** adopted by the Board of Commissioners of Perquimans County at a Special Called Meeting held on July 25, 2011 as the same appears on record in the Board Minute Book of the said Commission and filed in the Perquimans County Registry.

Witness my hand and official seal this 25th day of July, 2011.

Mary P. Hunnicutt
Clerk to the Board

BIDS ON TIMBER/ CHIPS FROM COMMERCE CENTRE

County Manager Darden explained that, in October, 2010, the Board voted to proceed with the cutting of timber/chips from 80 acres of land in the Commerce Centre and have Tony Webb handle the bidding of this project. Mr. Webb has provided the following bids for these timber/chips:

Type of Wood	Carolina Pine & Hardwood, Inc.		Winslow Bateman Forestry, Inc.		Stephen Tucker		Swain & Temple, Inc.	
	Price	Quantity	Price	Quantity	Price	Quantity	Price	Quantity
Pine Pulpwood	\$7.00	Per ton	\$6.50	Per ton	\$4.50	Per ton	\$5.00	Per ton
Hog Fuel Chips	\$.50	Per ton	\$.50	Per ton	\$.50	Per ton	\$.50	Per ton
Chip 'N Saw	\$12.00	Per ton	\$6.50	Per ton	\$9.00	Per ton	\$12.00	Per ton
Pine Plylogs	\$20.00	Per ton	\$20.00	Per ton		Per ton	\$20.00	Per ton
Hardwood Pulpwood			\$17.00	Per ton	\$15.00	Per ton	\$20.00	Per ton
Oak Logs			\$1.00	Per ton*	\$10.00	Per ton	\$.50	Per ton
Poplar Logs					\$225.00	Per mbf	\$250.00	Doyle
Maple Logs					\$225.00	Per mbf	\$250.00	Doyle
Gum Sawtimber					\$100.00	Per mbf	\$175.00	Doyle
Misc. Sawtimber							\$18.00	Per ton
*Tree length								

Mr. Webb recommends the awarding of this contract to Carolina Pine & Hardwood, Inc. On motion made by Mack E. Nixon, seconded by Edward R. Muzzulin, the Board unanimously approved the recommendation of Mr. Webb and awarded the contract to Carolina Pine & Hardwood, Inc.

PUBLIC COMMENTS

There were no public comments.

ADJOURNMENT

There being no further comments or business to discuss, the Regular Meeting was adjourned by the Chairman at 7:16 p.m.

Benjamin C. Hobbs, Chairman

Clerk to the Board
