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**WORK SESSION**

April 16, 2018

7:00 p.m.

Due to a lack of business to discuss, the Perquimans County Board of Commissioners Work Session on April 16, 2018 was cancelled.

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**REGULAR MEETING**

May 7, 2018

6:50 p.m.

The Perquimans County Board of Commissioners met in a regular meeting on Monday, May 7, 2018, at 6:50 p.m. in the Commissioners Room located on the first floor of the Perquimans County Courthouse Annex.

MEMBERS PRESENT: Wallace E. Nelson, Chairman  
 Joseph W. Hoffler  
 Edward R. Muzzulin  
 Fondella A. Leigh, Vice Chair  
 Kyle Jones  
 Charles Woodard

MEMBERS ABSENT: None

OTHERS PRESENT: Frank Heath, County Manager  
 Hackney High, County Attorney  
 Mary Hunnicutt, Clerk to the Board

After the Chairman called the meeting to order, he explained that the first item of business was to hold the public hearing to receive comments on CUP-18-03, requested by Percy Winslow, Jr.

**PUBLIC HEARING**

Conditional Use Permit No. CUP-18-03, Requested by Percy Winslow, Jr.

Chairman Nelson opened the Public Hearing stating that the purpose of this public hearing is to receive citizens' comments to consider Conditional Use Permit No. CUP-18-02, requested by Percy Winslow, Jr. to operate a food concession trailer at 1225 Sandy Cross Road. Property is zoned RA, Rural Agriculture District, and is an approximately 2 acre part of Tax Parcel No. 10011-0065. There were twelve (12) people present. Mr. Nelson recognized Rhonda Money, Planner, who gave an overview of the request. Ms. Money explained that the Planning Board approved the request at their April 10, 2018 meeting and added condition (C)(6) on page 2 of the CUP-18-02 regarding temporary seating. Mr. Nelson opened up the public hearing for Board and public comments and questions. The following questions were asked:

- **Commissioner Leigh:** Ms. Leigh wanted clarification of the location of the house and store. Ms. Money showed her the location on the map that she had.
- **Chairman Nelson:** Mr. Nelson asked Mr. Winslow if he had any additional comments.
- **Percy Winslow, Jr.:** Mr. Winslow explained how this request came about and why he was moving forward this way.

There being no further comments or questions from the Board or the public, Chairman Nelson closed the Public Hearing at 6:59 p.m.

After the Chairman closed the Public Hearing, he called the meeting to order, Commissioner Woodard gave the invocation and Commissioner Leigh led the Pledge of Allegiance.

**AGENDA**

Edward R. Muzzulin made a motion to approve the Agenda, as amended. The motion was seconded by Fondella A. Leigh. The Board voted unanimously to approve the Agenda, as amended.

**CONSENT AGENDA**

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

1. **Approval of Minutes:** April 2, 2018 Regular Meeting, April 4 & 5, 2018 Budget Presentations, & April 16, 2018 Joint Work Session with the Board of Education & Regular Work Session.
2. **Tax Refund Approvals:**  
**PERQUIMANS COUNTY TAX REFUNDS:**  
**Richardson, Christopher Allen** ----- \$139.66  
 Vehicle was turned in. Account No. 0040922177.  
**Martin, Gary Christopher** ----- \$105.79  
 Vehicle was sold. Account No. 0023217200.
3. **Personnel Matters:**

Employee Name	Employee Job Title	Action Required	Grade/Step	New Salary	Effective Date
Kayley Ronca	Part-Time/Fill-In EMT	Appointment	63/1	\$13.94/hr.	4/1/2018
Carlie Spear	Fill-In - Board of Elections	Appointment	n/g	\$9.09/hr.	4/24/2018
Edward A. Smith	Part-Time/Fill-In Paramedic	Appointment	68/1	\$17.37/hr.	5/01/2018
Donna Critcher	IMC I working toward IMC II	Resignation			4/24/2018
Mary Curry	Housekeeper	Resignation			4/13/2018
Shannon Howell	Social Worker IA&T	Resignation			5/01/2018
Aaron Grosjean	Part-Time/Fill-In Paramedic	Removed from Roster			4/13/2018
Jessica Arthur	From Paramedic to Part-Time/Fill-In AEMT	Demotion	66/1	\$15.91/hr.	4/13/2018
Tiffany Haynes	Full-Time Certified Telecommunicator	Resignation			3/05/2018
Tiffany Haynes	Part-Time/Fill-In Certified Telecommunicator	Appointment	62/1	\$13.34/hr.	4/01/2018

4. **Budget Amendment:**

**BUDGET AMENDMENT NO. 28  
 GENERAL FUND/COUNTY CONSTRUCTION FUND**

CODE NUMBER	DESCRIPTION OF CODE	AMOUNT	
		INCREASE	DECREASE
50-000-742	Capital - Library Construction		25,000
50-000-920	Transfer to General Fund	25,000	

**BUDGET AMENDMENT NO. 28 (CONTINUED)  
GENERAL FUND/COUNTY CONSTRUCTION FUND**

CODE NUMBER	DESCRIPTION OF CODE	AMOUNT	
		INCREASE	DECREASE
50-000-920	Transfer to General Fund		25,000
10-397-009	Transfer from County Construction Fund	25,000	
10-397-009	Transfer from County Construction Fund		25,000
10-500-150	Building - Maintenance/Repair	25,000	
<b>EXPLANATION:</b> To transfer \$25,000 from County Construction Fund to the General Fund for Maintenance/Repair of Building projects for FY 17/18.			

5. **Board Appointments:** The following Board reappointments were unanimously approved by the Board:

NAME	BOARD	ACTION	TERM	EFFECTIVE DATE
James Wilson	ALS Medical Director for Perquimans EMS System	Appointment	Unlimited	6/30/2018
Samantha Furia	ALS Medical Director for Perquimans EMS System	Resignation		6/30/2018

6. **Proclamations & Agreements:** The following Proclamations & Agreements were unanimously approved by the Board:

a. **Proclamation – Older Americans Month, May 2018:** The following Proclamation proclaiming May, 2018 as Older Americans Month was unanimously approved by the Board:

**Older Americans Month 2018  
A Proclamation**

**Whereas**, Perquimans County includes countless older Americans who enrich and strengthen our community; and  
**Whereas**, Perquimans County is committed to engaging and supporting older adults, their families, and caregivers; and  
**Whereas**, we acknowledge the importance of taking part in activities that promote physical, mental, and emotional well-being—no matter your age; and  
**Whereas**, Perquimans County can enrich the lives of individuals of *every age* by:

- promoting home- and community-based services that support independent living;
- involving older adults in community planning, events, and other activities; and
- providing opportunities for older adults to work, volunteer, learn, lead, and mentor.

**Now therefore**, we, the Perquimans County Board of Commissioner, do hereby proclaim May 2018 to be Older Americans Month. The Perquimans County Board of Commissioners urges every resident to take time during this month to recognize older adults and the people who serve them as vital parts of our community.

**ADOPTED** the 7<sup>th</sup> day of May, 2018.

\_\_\_\_\_  
Wallace E. Nelson, Chairman  
Perquimans County Board of Commissioners

**ATTESTED:**

\_\_\_\_\_  
Mary P. Hunnicutt, Clerk to the Board  
Perquimans County Board of Commissioners

(SEAL)

b. **Proclamation – Vulnerable Adult & Elder Abuse Awareness Months:** The following Proclamation proclaiming May & June, 2018 as Vulnerable Adult & Elder Abuse Awareness Months was unanimously approved by the Board.

**Vulnerable Adult and Elder Abuse  
Awareness Months Proclamation  
2018**

**WHEREAS**, North Carolina joins the world in recognizing World Elder Abuse Awareness Day every June 15; and  
**WHEREAS**, protecting North Carolina’s vulnerable and older adults is a community responsibility, and all citizens are charged under state law to report suspected abuse, neglect, or exploitation to their local County Department of Social Services; and  
**WHEREAS**, North Carolina’s vulnerable and older adults of all social, economic, racial, and ethnic backgrounds may be targets of abuse, neglect, or exploitation which can occur in families, long-term care settings, and communities; and  
**WHEREAS**, in state Fiscal Year 2017, there were 27,483 reports of abuse, neglect, or exploitation of vulnerable and older adults made to North Carolina’s 100 County Departments of Social Services; and  
**WHEREAS**, national and international research shows that abuse, neglect, and exploitation of vulnerable and older adults is grossly underreported; and  
**WHEREAS**, the State of North Carolina enacted the nation’s first elder abuse law, and recognizes the need for a comprehensive system of protection for vulnerable and older adults; and  
**WHEREAS**, Mother’s and Father’s Days are national holidays intended to honor, respect, and promote the dignity and well-being of our older citizens;  
**NOW, THEREFORE**, we, the Perquimans County Board of Commissioners, do hereby proclaim Mother’s Day through Father’s Day, May 13 – June 17, 2018, as “**VULNERABLE ADULT AND ELDER ABUSE AWARENESS MONTHS**” in Perquimans County, and commend observance to all citizens.

\_\_\_\_\_  
Wallace E. Nelson, Chairman  
Perquimans County Board of Commissioners

**ATTESTED:**

\_\_\_\_\_  
Mary P. Hunnicutt, Clerk to the Board  
Perquimans County Board of Commissioners

(SEAL)

c. **Independent Contractor Agreement with New Hope Concessions:** The following Agreement between New Hope Concessions and Perquimans County to handle the Concession Sales at the Perquimans County Recreation Center was unanimously approved by the Board.

**INDEPENDENT CONTRACTOR AGREEMENT**

THIS AGREEMENT is made the \_\_\_ day of \_\_\_\_\_, 20\_\_ between the **County of Perquimans and New Hope Concessions**, Contractor.

**RECITALS**

County is a body corporate and politic of the State of North Carolina with the duties and powers set forth in Chapter 153A of the North Carolina General Statutes.

Contractor represents that it is duly qualified to perform business, and otherwise to transact business in North Carolina.

IT IS THEREFORE AGREED as follows:

1. Scope of Work. Contractor agrees to perform the following services for County:

**Provision, Operation, and Maintenance of Concessions Sales at the Perquimans Community Center and Athletic Fields.**

**Provide the required concession operations, as well as required maintenance and upkeep of the facilities and grounds as related to Contractors services.**

2. Compensation. Contractor agrees to pay a percentage at the end of each playing season from sales and related revenues, Operating Table as follows: **2018 Spring Volleyball and Soccer season of 17.5%.**

**In addition to services required in the Management Agreement, Contractor agrees to the following additional services to the Public:**

**Be willing to be available to be open for any and all events within the Recreation Department games with notice prior to events.**

3. Contractor's Freedom to Contract. Contractor may employ assistants at its sole expense and discretion as may be necessary to fulfill Contractor's obligations under this Agreement. Contractor agrees that anyone to whom it delegates any or all of the Services called for by this contract will be competent, qualified and capable of performing the work without any supervision, contact or assistance by County's employees. Any such assistant will be employed only by Contractor, and will not be an employee of the County while performing services under this contract.

4. Expenses. County shall not be liable to Contractor for any expenses which Contractor incurs, nor shall Contractor be liable to County for office help or expenses. Contractor shall have no authority to bind County by any promise or representation, unless specifically authorized by the County Manager in writing to do so.

5. Term. This Agreement may be terminated by either party at any time upon 30 Days written notice to the other party. Upon the termination of this Agreement, Contractor shall prepare and provide to County a list of all pending unfinished business involving Contractor.

6. Nature of Relationship. Contractor understands that it is an independent contractor and is not an employee, subcontractor, agent, servant, partner nor joint venture of County. Contractor understands that it has the right to use its best judgment and efforts to fulfill the terms and obligations of this Agreement. Contractor further understands and acknowledges the following:

- a. That it will receive no compensation other than as outlined in this Agreement and is not subject to nor eligible for any benefits which may be offered by County to its employees, such as vacation pay, sick leave, insurance coverage or retirement plan participation.
- b. Its Services provided in accordance with this Agreement are an independent calling or occupation.
- c. Contractor is expected to use its own skill, judgment and expertise to fulfill the obligations of this Agreement, and is not supervised, directed or controlled by County as to the means or methods it should employ.
- d. Contract is not required to perform tasks in any particular order or sequence.
- e. Contractor needs no training from County as to how to fulfill its duties and responsibilities.
- f. Contractor may determine its own daily schedule and those of its own employees or servants without prior approval of County.
- g. Contractor is not required to devote any particular percentage of its time or resources to perform the Services required hereunder.
- h. Contractor furnishes its own equipment and supplies and is expected to maintain its business office somewhere other than at the County's office.
- i. To the extent Contractor must procure or maintain any insurance, license, certification or trade membership, it must do so at its own cost.
- j. This Agreement shall not prevent Contractor from performing other services for other parties. Contractor may engage in other business endeavors or projects of any kind or nature.

7. Taxes. Contractor assumes exclusive liability for payment of all federal, state or other governmental division taxes and contributions for social security, Medicare/Medicaid, etc., now or hereafter required, incurred or assessed by law. Contractors providing equipment, materials, parts or supplies shall provide a breakdown of labor, materials, parts or supplies and sales tax by County or a sales tax report approved by the County Finance Department with the invoice. Contractor agrees to indemnify and hold harmless the County from any claims for taxes as described in this Section.

8. Insurance. Contractor understands and agrees that neither it nor its employees are subject to workers' compensation or general liability coverage maintained by the County for its employees.

9. Indemnity. Contractor shall and does hereby agree to indemnify, save harmless and defend County from the payment of any sum or sums of money to any person whomsoever on account of claims or suits growing out of injuries to persons, including death, or damage to property caused by Contractor, its employees, agents or subcontractors in any way attributable to the performance of the Services, including (but without limiting the generality of the foregoing), all claims for service, labor performed, materials furnished, provisions and supplies, injuries to person or damage to property, liens, garnishments, attachments, claims, suits, costs, attorneys' fees, costs of investigation and of defense. It is the intention of this paragraph to hold the Contractor responsible for the payment of any and all claims, suits, or liens, of any nature and character, in any way attributable to or asserted against County or against Contractor and County, or which the County may be required to pay. In the event the liability of the Contractor shall arise by reason of the sole negligence of County and/or the sole negligence of County's employees, agents or servants, then and only then, Contractor shall not be liable under the provisions of this paragraph.

10. Arbitration. Any controversy or claim arising out of, or relating to this Agreement, or its breach, shall be settled by arbitration in Perquimans County, North Carolina in accordance with the provisions of the North Carolina Revised Uniform Arbitration Act, (the "Act"). The parties to this Agreement understand that this arbitration provision shall expressly apply to this Agreement in accordance with the Act. Judgment upon the award rendered may be entered and enforced in any court of competent jurisdiction.

11. E-Verify. Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if Contractor utilizes a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

12. Iran Divestment. Contractor certifies that, as of the date listed above, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. §147-86.58. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. §147-86.58, Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List. The undersigned hereby certifies that he or she is authorized by the vendor or bidder listed above to make the foregoing statement.

13. Notices. Any notice, request or report given by one party to the other shall be in writing, deposited in the United States Mail (postage prepaid) or hand delivered and properly addressed as follows:

If the notice is to County:  
County of Perquimans  
PO Box 538  
Hertford, NC 27944

If the notice is to Contractor:  
New Hope Concessions  
145 Godfrey's Lane  
Hertford, NC 27944

14. Non-Waiver. Nothing set forth herein is intended nor shall be construed as a waiver of any immunity available to County, its governing board or employees.

15. Headings. The headings, subheadings and captions in this Agreement and in any exhibit hereto are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

16. Amendments. This Agreement may not be amended except by written instrument duly executed by or on behalf of all of the parties hereto.

17. Complete Agreement. This Agreement constitutes the entire Agreement between County and Contractor pertaining to its subject matter and supersedes all prior and contemporaneous negotiations, agreements and understandings of either or both parties in connection therewith.

18. Governing Law. The validity, interpretation and performance of this Agreement and of its provisions shall be governed by the laws of the State of North Carolina.

The undersigned have read the entire Agreement and accept the terms and conditions as shown by their signatures below.

ATTEST:

COUNTY OF PERQUIMANS

By: \_\_\_\_\_  
Clerk to the Board of Commissioners

By: \_\_\_\_\_(SEAL)  
Wallace Nelson, Chairman of the  
Board of Commissioners  
New Hope Concessions

By: \_\_\_\_\_(SEAL)  
New Hope Concessions

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

By: \_\_\_\_\_  
Authority Finance Officer

- d. **Janitorial Services Agreement:** The following Agreement between Rebecca T. Corprew and Perquimans County to provide janitorial services at the Perquimans County Inspections & Planning Building was unanimously approved by the Board.

**JANITORIAL SERVICES AGREEMENT  
PERQUIMANS COUNTY INSPECTIONS AND PLANNING BUILDING**

THIS AGREEMENT executed this 1<sup>st</sup> day of May, 2018, between PERQUIMANS COUNTY, NC, Post Office Box 45, Hertford, NC 27944, hereinafter referred to as OWNER and REBECCA T. CORPREW, 111 Yeopim Drive, Hertford, NC 27944, hereinafter referred to as CONTRACTOR, in consideration of the mutual covenants and conditions contained herein, OWNER and CONTRACTOR contract and agree as follows:

- 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 Inspections and Planning Building,
- 2. **COMPENSATION:** The OWNER agrees to pay the CONTRACTOR a total of \$500.00 per month. The OWNER agrees to pay the CONTRACTOR monthly. This monthly charge is based on the CONTRACTOR providing all supervision, labor, cleaning equipment and cleaning chemicals and no consumables (the following is supplied by the OWNER: toilet tissue, multi-fold paper towels, trash can liners and hand soap) as required to satisfactorily perform the janitorial services described in the stated cleaning specifications. The contractor will provide cleaning services for four hours each day, Monday through Friday excluding State holidays.
- 3. **RISK:** 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. **TERM:** This agreement shall continue for a period of one year, and may be automatically renewed in successive one year periods. However, this agreement may be terminated by either party by giving 30 days written notice to the other party. In the event the OWNER becomes dissatisfied with the work of the CONTRACTOR, ten (10) days written notice of the deficiencies shall be given to the CONTRACTOR. If not correct after the ten (10) day notice, the OWNER may terminate this agreement at any time thereafter.

Being duly executed this 7<sup>th</sup> day of May, 2018.

Perquimans County  
Wallace Nelson, Chairman  
OWNER

Rebecca T. Corprew  
CONTRACTOR

**"Exhibit A"**

**CLEANING SPECIFICATIONS FOR PERQUIMANS COUNTY INSPECTIONS AND PLANNING BUILDING**

**DAILY**

**Offices, Open Areas and Meeting Rooms**

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

**Restrooms**

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

**WEEKLY**

**Offices, Open Areas and Meeting Rooms**

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

- 7. **Juvenile Crime Prevention Documentation:** The following documentation was unanimously approved by the Board to receive FY 2018-19 funding:

a. **Certification for FY 2018-19:** This is to certify the funding through JCPC for FY 2018-19.

NC Department of Public Safety, Division of Juvenile Justice  
Juvenile Crime Prevention Council Certification

Fiscal Year: 2018 -2019

<b>County: Perquimans</b>	<b>Date: 5/1/18</b>
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**CERTIFICATION STANDARDS**

**STANDARD #1 - Membership**

- A. Have the members of the Juvenile Crime Prevention Council been appointed by county commissioners? \_\_\_\_\_ yes
  - B. Is the membership list attached? \_\_\_\_\_ yes
  - C. Are members appointed for two year terms and are those terms staggered? \_\_\_\_\_ yes
  - D. Is membership reflective of social-economic and racial diversity of the community? \_\_\_\_\_ yes
  - E. Does the membership of the Juvenile Crime Prevention Council reflect the required positions as provided by N.C.G.S. §143B-846? \_\_\_\_\_ yes
- If not, which positions are vacant and why?  
No students until school starts; defense attorney and police chief are vacant as well.

**STANDARD #2 - Organization**

- A. Does the JCPC have written Bylaws? \_\_\_\_\_ yes
  - B. Bylaws are  attached or  on file (Select one.)
  - C. Bylaws contain Conflict of Interest section per JCPC policy and procedure. \_\_\_\_\_ yes
  - D. Does the JCPC have written policies and procedures for funding and review? \_\_\_\_\_ yes
  - E. These policies and procedures  attached or  on file. (Select one.)
  - F. Does the JCPC have officers and are they elected annually? \_\_\_\_\_ yes
- JCPC has:  Chair;  Vice-Chair;  Secretary;  Treasurer.

**STANDARD #3 - Meetings**

- A. JCPC meetings are considered open and public notice of meetings is provided. \_\_\_\_\_ yes
- B. Is a quorum defined as the majority of membership and required to be present in order to conduct business at JCPC meetings? \_\_\_\_\_ Yes
- C. Does the JCPC meeting bi-monthly at a minimum? \_\_\_\_\_ Yes
- D. Are minutes taken at all official meetings? \_\_\_\_\_ Yes
- E. Are minutes distributed prior to or during subsequent meetings \_\_\_\_\_ Yes

**STANDARD #4 - Planning**

- A. Does the JCPC conduct an annual planning process which includes a needs assessment, monitoring of programs and funding allocation process? \_\_\_\_\_ yes
- B. Is this Annual Plan presented to the Board of County Commissioners and to DPS? \_\_\_\_\_ yes
- C. Is the Funding Plan approved by the full council and submitted to Commissioners for their approval? \_\_\_\_\_ yes

**STANDARD #5 - Public Awareness**

- A. Does the JCPC communicate the availability of funds to all public and private nonprofit agencies which serve children or their families and to other interested community members?  RFP, distribution list, and article attached) \_\_\_\_\_ yes
- B. Does the JCPC complete an annual needs assessment and make that information available to agencies which serve children or their families, and to interested community members? \_\_\_\_\_ yes

**STANDARD #6 — No Overdue Tax Debt**

- A. As recipient of the county DPS JCPC allocation, does the County certify that it has no overdue tax debts, as defined by N.C.G.S. §105-243 (1), at the Federal, State, or local level? \_\_\_\_\_ yes

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

Having complied with the Standards as documented herein, the Juvenile Crime Prevention Council may use up to \$15,500 of its annual Juvenile Crime Prevention fund allocation to cover administrative and related costs of the council. *Form JCPC/OP 002 (b) JCPC Certification Budget Pages* detailing the expenditure budget must be attached to this certification.

The JCPC Certification **must be received by June 30, 2018.**

**JCPC Administrative Funds  
SOURCES OF REVENUE**

<b>DPS JCPC</b> <small>Only List requested funds for JCPC Administrative Budget.</small>	_____
<b>Local</b>	_____
<b>Other</b>	_____
<b>Total</b>	_____ 0 _____

<i>Kyle Jones</i>	_____
JCPC Chairperson	Date
Chairman, Board of County Commissioners	_____
	Date
DPS Designated Official	_____
	Date

Juvenile Crime Prevention Council Certification (cont'd)

Perquimans County FY 2018-19

b. **Inter-Agency Council Appointment for FY 2018-19:** This is to certify the Inter-Agency Council Members for FY 2018-19.

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

Specified Members (G.S. 147-33.61)	Name	Title	Designee	Race	Gender
1) School Superintendent or designee	James Bunch	Assistant Superintendent	<input type="checkbox"/>	w	m
2) Chief of Police	n/a		<input type="checkbox"/>		
3) Local Sheriff or designee	Shelby White	Sheriff	<input type="checkbox"/>	w	m
4) District Attorney or designee	n/a		<input type="checkbox"/>		
5) Chief Court Counselor or designee	Ed Hall	CC Supervisor	<input checked="" type="checkbox"/>	b	m
6) Director, AMH/DD/SA, or designee	Tracey Webster	SOC Coordinator	<input type="checkbox"/>	b	f
7) Director DSS or designee	Susan Chaney	Director	<input type="checkbox"/>	w	f
8) County Manager or designee	Frank Heath	County Manager	<input type="checkbox"/>	w	m
9) Substance Abuse Professional	Ashley Waters	Pride in N. Carolina	<input type="checkbox"/>	w	F
10) Member of Faith Community	Rev. Ann Vaughn	Minister	<input type="checkbox"/>	b	f
11) County Commissioner	Kyle Jones	Commissioner & Ass't DA	<input type="checkbox"/>	w	m

Specified Members (G.S. 147-33.61)	Name	Title	Designee	Race	Gender
12) Two persons under age 18 (State Youth Council Representative, if available)	tbd		<input type="checkbox"/>		
	tbd		<input type="checkbox"/>		
13) Juvenile Defense Attorney	n/a		<input type="checkbox"/>		
14) Chief District Judge or designee	Hon. Meader Harriss	District Court Judge	<input type="checkbox"/>	w	m
15) Member of Business Community	Deb Burroughs	APRC	<input type="checkbox"/>	w	f
16) Local Health Director or designee	Rebecca Cook	Triple P	<input type="checkbox"/>	w	f
17) Rep. United Way/other non-profit	Gail White	Dir. Housing	<input type="checkbox"/>	w	f
18) Representative/Parks and Rec.	Howard Williams	Director	<input type="checkbox"/>	w	m
19) County Commissioner appointee	Starr Gordon	District Social Worker	<input type="checkbox"/>	b	f
20) County Commissioner appointee	Wonder Lewis	Librarian	<input type="checkbox"/>	b	f
21) County Commissioner appointee	Michelle Lawrence	Librarian	<input type="checkbox"/>	w	f
22) County Commissioner appointee	Shatasha Leary	Youth Dev. Program Coord.	<input type="checkbox"/>	b	f
23) County Commissioner appointee	Markeeta Littlejohn	Court Counselor	<input type="checkbox"/>	b	f
24) County Commissioner appointee	Eva Anderson	Court Counselor	<input type="checkbox"/>	b	f
25) County Commissioner appointee			<input type="checkbox"/>		

c. **Juvenile Crime Prevention Council County Funding Plan for FY 2018-19:** This breaks down the funding of \$72,980 for FY 2018-19

**Perquimans County**  
**NC DPS – Community Programs – County Funding Plan**  
 Available Funds: \$ 64,160 Local Match: \$ 8,820 Rate: 10%  
 DPS JCPC funds must be committed with a Program Agreement submitted in NC Allies and electronically signed by authorized officials.

#	Program Provider	DPS-JCPC Funding	LOCAL FUNDING			OTHER	OTHER	Total	% Non DPS-JCPC Program Revenues
			County Cash Match	Local Cash Match	Local In-Kind	State/Federal	Funds		
1	Perquimans County Youth Development – STOP, Restitution & Teen Court	\$64,160			\$8,820			\$72,980	12%
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
	TOTALS	\$64,160			\$8,820			\$72,980	12%

The above plan was derived through a planning process by the Perquimans County Juvenile Crime Prevention Council and represents the County's Plan for use of these funds in FY 2018-19.

Amount of Unallocated Funds \_\_\_\_\_

Amount of funds reverted back to DPS \_\_\_\_\_

Discretionary Fund added \_\_\_\_\_

Check type  initial plan  update  final

\_\_\_\_\_  
 Chairperson, Juvenile Crime Prevention Council (Date)

\_\_\_\_\_  
 Chairperson, Board of County Commissioners (Date)  
 Or County Finance Officer

----DPS Use Only----	
Reviewed by _____ Area Consultant	_____ Date
Reviewed by _____ Program Assistant	_____ Date
Verified by _____ Designated State Office Staff	_____ Date

**INTRODUCTION OF NEW EMPLOYEES**

The following employee was introduced to the Board:

1. **Susan Chaney:** Ms. Chaney introduced Caitlyn Gardner, IMC I working toward IMC II, who was appointed on April 1, 2018. Ms. Gardner made a few comments.

Chairman Nelson welcomed them to the County.

**TIM BRINN**

Mr. Brinn updated the Board on several new things that are going on with the revitalization of Downtown Hertford. The first item was a grant request which required the funds to go through the County. In March, 2018, they established the Citizens for the Preservation and Growth of Hertford (CPGH). This includes people from the Town of Hertford, Albemarle Plantation, and other interested parties throughout the County. They were encouraged by the Raleigh Office of the U.S. Department of Agriculture to apply for the Rural Business Development Opportunity Grant. They applied for \$97,000. A decision on the grant will be made in June, 2018. The next meeting of the CPGH will be held on May 19, 2018. Chairman Nelson asked Mr. Brinn to please include the Commissioners' on the notification of their upcoming meetings. Mr. Brinn said that he would. Chairman Nelson asked if there were any questions or comments from the Board for Mr. Brinn. Commissioner Woodard asked how they planned on using the money. Mr. Brinn said that the first \$65,000 would be broken out as follows: \$40,000 will be paid to a firm to update the Town's Strategic Plan and the \$25,000 would be paid to a firm to do the

market study. There being no further questions or comments, he moved on to the next appointment, Bill Jennings, Tax Administrator.

**BILL JENNINGS, TAX ADMINISTRATOR**

Mr. Jennings presented his monthly report and an update on the program software upgrades.

**SUSAN CHANEY, SOCIAL SERVICES DIRECTOR**

Ms. Chaney presented her monthly report.

**COMMISSIONER'S CONCERNS/COMMITTEE REPORTS**

The following item was discussed:

- **Commissioner Hoffer**: Mr. Hoffer informed the Board that May McGee replaced Eric Tilley on the Board of Elections.
- **Commissioner Hoffer**: Mr. Hoffer asked County Attorney High if the County's offer was approved. Mr. High said that it was not accepted. It will be discussed during an upcoming Closed Session.
- **Chairman Nelson**: Mr. Nelson informed the Board that Albemarle Regional Health Services (ARHS) will be closing on the addition of Hertford County to the ARHS soon to be effective July 1, 2018.

**UPDATES FROM COUNTY MANAGER**

County Manager Heath presented the following updates:

- **Budget Process**: Mr. Heath explained that they have the following scheduled Budget Work Sessions:
  - May 9<sup>th</sup>: Social Services (7:00 p.m.) and Board of Education (8:00 p.m. - **Commissioners Room**)
  - May 16<sup>th</sup>: Budget work session (7:00 p.m.) — **at EMS Building** — Looking at revenues and County Manager recommendations
  - May 17<sup>th</sup>: Budget work session **at EMS Building** (7:00 p.m.)
  - June 4<sup>th</sup>: Frank Heath to present budget to the Board with budget ordinance - **Commissioners Room** - Regular Commissioners Meeting at 7:00 p.m.
  - June 18<sup>th</sup>: Budget public hearing and vote - **Commissioners Room** – Special Called Meeting/Work Session at 7:00 p.m.
- **Landfill Meetings**: Mr. Heath reported that the Perquimans Chowan Gates Landfill Commission (PCG) and Albemarle Regional Solid Water Management Authority (ARSWMA) met in May and it looks like we are in good shape with the Landfill FY 2018-19 Budget.
- **Albemarle District Jail Budget (ADJ)**: Mr. Heath also reported that we are in good shape with the ADJ FY 2018-19 budget.
- **Holiday Island Civic League**: Mr. Heath informed the Board that he spoke at the Holiday Island Civic League last week.

**PLANNING BOARD ITEM**

Chairman Nelson stated that it was time to take action on the following Planning Board item:

**Conditional Use Permit No. CUP-18-02 requested by Percy Winslow, Jr.**: A Public Hearing was held earlier in the meeting to receive citizens' comments to consider Conditional Use Permit No. CUP-18-02, requested by Percy Winslow, Jr. to operate a food concession trailer at 1225 Sandy Cross Road. Property is zoned RA, Rural Agriculture District, and is an approximately 2 acre part of Tax Parcel No. 10011-0065. T. Kyle Jones made a motion to find proposed Conditional Use Permit No. CUP-18-01 to be CONSISTENT and in HARMONY with the existing development pattern around 1225 Sandy Cross Road, Belvidere, NC 27919 on an approximately 2 acre part of Tax Parcel No. 1-0011-0065 conditioned upon the list of conditions contained in the Conditional Use Permit adopting the following findings to support the motion:

- (a) That the use will not materially endanger the public health or safety, if located according to the plan submitted and approved;
- (b) That the use meets all required conditions and specifications;
- (c) That the use will not substantially injure the value of adjoining or abutting property, or that the use is a public necessity; and
- (d) That the location and character of the use, if developed according to the plan as submitted and approved, will be in harmony with the area in which it is to be located and in general conformity with the Perquimans County Land Use Plan.

The motion was seconded by Charles Woodard. The following Conditional Use Permit No. CUP-18-02 was unanimously approved by the Board:

**Do NOT record this page**

-Beginning of Proposed Conditional Use Permit CUP-18-02  
to be recorded by Percy Winslow, Jr.

**Operation of Food Concession Trailer**

At 1225 Sandy Cross Road, Belvidere  
Applicant: Percy Winslow, Jr.

*Change to this document made by Planning Board April 10th:  
On page 2 of 4, added Site Consideration (C)(6) about Temporary Seating*

**Do NOT record this page**

**CONDITIONAL USE PERMIT No. CUP-18-02**

**Page 1 of 4**

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

**Applicant/Owner(s):** Percy Winslow, Jr.  
1069 Sandy Cross Rd  
Belvidere, NC 27919

**Site Location:** 1225 Sandy Cross Road, Belvidere, NC 27919

**Tax Parcel No:** 1-0011-0065

**Zoning District:** RA, Rural Agriculture District

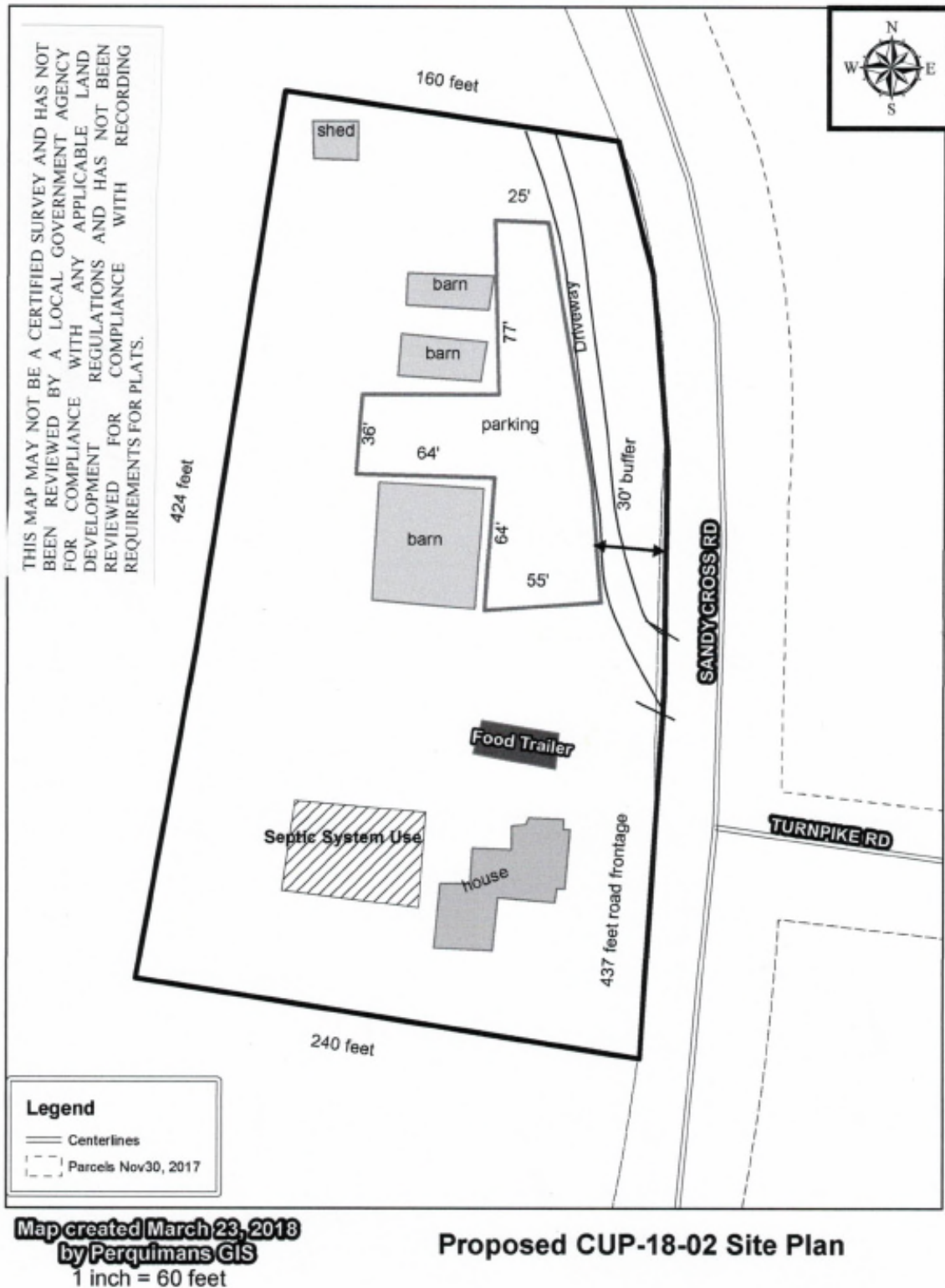
**Proposed Use of Property:** To operate a food concession trailer at 1225 Sandy Cross Road on an approximately 2 acre portion of Tax Parcel No. 1-0011-0065 in the vicinity of an existing house and barns.

**Meeting & Hearing Dates:** Planning Board on 4/10/2018 & Board of Commissioners on 5/7/2018.

Having heard all the evidence and argument presented at the hearing(s), the Board of County Commissioners finds that the application is complete, that the application complies with all of the applicable requirements of the Perquimans County Zoning Ordinance for the







**RESOLUTION SUPPORTING A STATEWIDE REFERENDUM ON A BOND ISSUE FOR SCHOOL FACILITY NEEDS**

Chairman Nelson presented the following draft resolution:

**RESOLUTION  
SUPPORTING A STATEWIDE REFERENDUM  
ON A BOND ISSUE FOR SCHOOL FACILITY NEEDS**

**WHEREAS**, based on information from the school districts and counties, the Department of Public Instruction reported in 2016 that North Carolina's public schools need about \$8.1 billion to pay for new school facilities, maintenance and renovations; and

**WHEREAS**, the 2016 report, also known as the Statewide Facility Needs Survey, found that 118 new schools are needed across North Carolina. Fifty are needed immediately, and sixty-eight are needed in three to five years; and

**WHEREAS**, besides new construction, 1,560 schools need renovations to comply with safety and building code requirements and to address deferred maintenance, 459 schools need additions for new classrooms; and

**WHEREAS**, a priority goal of the North Carolina Association of County Commissioners is to support legislation to provide state assistance to meet school construction needs caused by increased enrollment and mandated reduction in class size, through a statewide referendum on a bond issue; and

**WHEREAS**, the Statewide Facility Needs Survey also showed that construction costs are increasing, from a base of \$136 per square foot in 2005 to \$194 per square foot in 2015 and interest rates and construction costs are still rising; and

**WHEREAS**, deteriorating facilities, which distract from learning, impacts achievement and we need to ensure public school facilities are conducive to study; and

**WHEREAS**, counties in both urban and rural areas are faced with high costs for renovations and repairs to update and make the older buildings safe; and

**WHEREAS**, counties have limited options to raise revenue to pay for school construction; and

**WHEREAS**, because counties lack sufficient sources of funding for school facilities, the state has responded in the past by approving statewide school construction bonds to address needs nearly once per decade; and

**WHEREAS**, a statewide bond is urgently needed to help address the staggering shortfall in funding for construction, repairs, and renovations at public school facilities throughout North Carolina because outstanding needs are estimated to exceed \$8.1 billion; and

**WHEREAS**, Perquimans County has school capital needs of over \$ \_\_\_\_\_; and

**WHEREAS**, it is estimated that Perquimans County could receive \$ \_\_\_\_\_ million toward the shortfall of school capital needs; and

**WHEREAS**, the NC School Bond - HB 866/SB542- would invest \$1.9 billion to begin addressing these critical needs all across the state.

**NOW, THEREFORE BE IT RESOLVED**, the Perquimans County Board of Commissioners urges the North Carolina General Assembly to call for a statewide referendum on the November 2018 ballot which is referred to as the Public School Building Bond Act (HB866/SB542) so that school districts across North Carolina are better able to meet urgent facility needs.

**FURTHER BE IT RESOLVED** that copies of this resolution be transmitted to the members of the General Assembly representing Perquimans County and to all 100 counties in North Carolina.

Adopted this the 7<sup>th</sup> day of May, 2018.

\_\_\_\_\_  
Wallace E. Nelson, Chairman  
Perquimans County Board of Commissioners

ATTEST:

\_\_\_\_\_  
Mary P. Hunnicutt, Clerk to the Board  
Perquimans County Board of Commissioners

Chairman Nelson further explained that Perquimans County could receive up to \$12.2 million for school facility needs. Currently, he knows that Pasquotank County and several other counties have adopted the resolution. He asked what the pleasure of the Board would be. County Manager Heath explained that there are several blanks on the second page that he has been trying to get the information to complete it. He further explained that the bond was for \$1.9 billion. In addition, at their seats tonight, there was an amended draft copy changing "Randolph" to "Perquimans" County. T. Kyle Jones made a motion to adopt the resolution for discussion purposes only. The motion was seconded by Edward R. Muzzulin. Chairman Nelson asked if there was any discussion. Commissioner Jones explained that the state bond is a loan that the County will have to pay back. He further explained that, considering the spending habits of the current school administration over the last year, he is against the school bond. Chairman Nelson expressed his support of the school bond and explained all the restrictions of the bond so he does not believe that they would be able to spend the funds except for the school facility needs. Commissioner Jones asked if these funds would be used for athletic fields, etc. Mr. Nelson said that he really felt that it does limit the spending to the brick and mortar buildings and repair of the building facilities. Mr. Jones completely understands the need for this funding but he is concerned how their spending habits may have caused this situation. Commissioner Woodard wanted to know who determines how the money is spent. County Manager Heath read the information on what these funds can be used for. The motion was approved by a vote of five (5) to one (1) with Commissioner Jones voting against the motion.

**PERSONNEL MATTERS**

The following personnel matters, which were received after Agenda Packets were mailed, were unanimously approved on motion made by T. Kyle Jones, seconded by Fondella A. Leigh:

Employee Name	Employee Job Title	Action Required	Grade/Step	New Salary	Effective Date
Anna Johnson	Full-Time Certified Telecommunicator	Appointment	62/1	\$27,751	5/01/2018
Sabrina Mallette	Part-Time/Fill-In EMT-I	Removed from Roster			5/07/2018

**PUBLIC COMMENTS**

The following public comment was made:

- **Matthew Peeler:** Mr. Peeler spoke in favor of the state school bond resolution.

**ADJOURNMENT**

There being no further comments or business to discuss, the Regular Meeting was adjourned at 8:00 p.m. on motion made by Fondella A. Leigh, seconded by Charles Woodard.

\_\_\_\_\_  
Wallace E. Nelson, Chairman

\_\_\_\_\_  
Clerk to the Board

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**WORK SESSION**

May 21, 2018

7:00 p.m.

Due to the Chairman not being able to be at the meeting to discuss the IBX Authority item on the Agenda, the Perquimans County Board of Commissioners Work Session on April 16, 2018 was cancelled.

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