

DISPATCH 911 FEES – TOWN OF HERTFORD

Chairman Nelson presented how the County has responded to the payment of the Dispatch 911 Fees after a meeting that was held with Mayor Yates of Winfall, Mayor Reid of Hertford, Hertford Town Manager Hurdle, County Manager Heath, and himself. The County is awaiting a response from the Towns.

WELLNESS CENTER

The Wellness Center in Perquimans County was discussed earlier in the meeting under the Review of Last Retreat.

TOURISM DEVELOPMENT BOARD

Commissioner Lennon brought up the current makeup of the Tourism Development Board and recommends that the Board revisit this because they are having a difficult time finding members to serve on this Board.

ADJOURNMENT

There being no further comments or business to discuss, the Mini Retreat was adjourned at 5:00 p.m.

Wallace E. Nelson, Chairman

Clerk to the Board

WORK SESSION
February 18, 2019
7:00 p.m.

Due to a lack of business to discuss, the Perquimans County Board of Commissioners Work Session on February 18, 2019 was cancelled.

REGULAR MEETING
March 4, 2019
6:50 p.m.

The Perquimans County Board of Commissioners met in a regular meeting on Monday, March 4, 2019, 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 Alan Lennon	Joseph W. Hoffler Charles Woodard
MEMBERS ABSENT:	Fondella A. Leigh, Vice Chair	T. Kyle Jones
OTHERS PRESENT:	Frank Heath, County Manager Hackney High, County Attorney	Mary Hunnicutt, Clerk to the Board

The meeting was called to order by Chairman Nelson. Commissioner Woodard gave the invocation and the Chairman led the Pledge of Allegiance. Afterward, the Chairman explained that the first item of business was to hold a public hearing to receive citizens' comments to consider Conditional Use Permit No. CUP-19-02, requested by Marty & Sheryl Hurdle to operate a Special Events Venue as a Home Occupation at 305 Swing Gate Road; tax parcels 5-0041-0016, 5-0041-0017 and 5-0041-0017B.

PUBLIC HEARING

Conditional Use Permit No. CUP-19-02, requested by Marty & Sheryl Hurdle

Chairman Nelson opened the Public Hearing restating that the purpose of this public hearing is to receive citizens' comments to consider Conditional Use Permit No. CUP-19-02, requested by Marty & Sheryl Hurdle to operate a Special Events Venue as a Home Occupation at 305 Swing Gate Road; tax parcels 5-0041-0016, 5-0041-0017 and 5-0041-0017B. There were twenty-five (25) people present. Rhonda Money, Planner, presented an overview of their request. She stated that the Planning Board approved CUP-19-02 at their February 12, 2019 meeting. After her presentation, Chairman Nelson asked if there were any questions or comments from the Board. The following questions/comments were made:

- **Commissioner Hoffler:** Mr. Hoffler asked if this was going to be for weekend events only. Ms. Money said that it was but that the CUP did not require it to only be weekends.
- **Commissioner Lennon:** Mr. Lennon asked if handicap spaces were a requirement. Ms. Money said that fell under the jurisdiction of the Inspections Department.

There being no further comments/questions from the Board, Chairman Nelson asked if anyone signed up to speak and if there were any comments or questions from the public. There were three (3) people who signed up to speak. The following individuals made comments about CUP-19-02:

- **Darlene Bain:** Ms. Bain lives across the street from the facility and she is in favor of the conditional use permit.
- **Jim Bain:** Mr. Bain also spoke in favor of the project.
- **Bruce Hartman:** Mr. Hartman also spoke in favor of the project.

There being no further questions from the Board or public, Chairman Nelson closed the Public Hearing at 7:08 p.m. and proceeded with Regular Meeting.

AGENDA

Charles Woodard made a motion to approve the Agenda, as amended. The motion was seconded by Joseph W. Hoffler. 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:** February 4, 2019 Regular Meeting and February 18, 2019 Work Session (cancelled).
2. **Tax Refund Approvals:**

PERQUIMANS COUNTY TAX REFUNDS:

Layne, Melvin David----- **\$243.23**
 Plate was placed on wrong vehicle. Had to take weighted tag off and put on correct vehicle. 11-month refund.
 Account No. 0046091768.

3. **Personnel Matters:**

Employee Name	Employee Job Title	Action Required	Grade/Step	New Salary	Effective Date
Wilford Forbes	Part-Time/Fill-In EMT-B	Remove from Roster			02/01/2019
Bernard Joyce	Part-Time/Fill-In EMT-B	Remove from Roster			02/01/2019
Andrea Stoner	Full-Time Certified Telecommunicator	Promotion	62/1	\$28,584	03/01/2019
Carlie Spear	Fill-In at Board of Elections	Reinstatement			02/06/2019
Gary Wayne Jordan	Part-Time/Fill-In Paramedic	Salary Correction	68/3	\$18.79/hr.	10/01/2019

4. **Step/Merit Increases:**

Employee Name	Employee Job Title	Grade/Step	New Salary	Effective Date
Krystal Agosto	Certified E-911 Shift Supervisor II	64/6	\$35,272	03/01/2019
Keely Cartwright	Certified Telecommunicator	62/4	\$30,761	03/01/2019
Crystal M. Wright	Certified Telecommunicator	62/6	\$32,301	03/01/2019
Emily Harrell	Certified Telecommunicator	62/6	\$15.52/hr.	03/01/2019
Vivian Long	Certified Telecommunicator	62/12	\$37,392	03/01/2019
Kristin Gordon	Human Res. Place. Special.	63/5	\$32,931	03/01/2019
Jessica Velvin	Paramedic	68/2	\$38,153	03/01/2019
Hunter Saberon	Deputy Register of Deeds	58/4	\$25,796	03/01/2019
James Fowden	Investigator	68/3	\$39,083	03/01/2019
Preston Ward, Jr	Investigator	68/5	\$41,038	03/01/2019

5. **Budget Amendments:**

**BUDGET AMENDMENT NO. 11
 EMERGENCY TELEPHONE SYSTEM FUND**

CODE NUMBER	DESCRIPTION OF CODE	AMOUNT	
		INCREASE	DECREASE
78-350-001	Emergency 911 Fees	247,970	
78-500-161	Hardware	110,822	
78-500-160	Software	66,215	
78-500-110	Telephone/Furniture	70,933	
EXPLANATION: To amend FY 18/19 budget to include FY 19 Funding Reconsideration approved by 911 Board on 2/22/19.			

**BUDGET AMENDMENT NO. 12
 GENERAL FUNDS**

CODE NUMBER	DESCRIPTION OF CODE	AMOUNT	
		INCREASE	DECREASE
10-348-000	State Grant - Social Services	31,594	
10-610-198	DSS - Low Income Energy Ass't.	31,594	
EXPLANATION: To amend FY 18/19 budget to include an additional increase by the State.			

6. **Board Appointments:** The following Board appointment/resignation were unanimously approved by the Board:

NAME	BOARD	ACTION	TERM	EFFECTIVE DATE
Felton, Gracie	Tourism Development – Town of Hertford	Appointment	3 yrs.	02/01/2019
Hurdle, Pam	Board of Adjustments	Resignation		02/18/2019

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

- **Home & Community Care Block Grant (HCCBG) Amendment Documentation:** The Board authorized the Chairman and county staff to sign the documents reflecting the changes in the HCCBG grant programs for FY 2018-19.
- **Resolution – Surplus Vehicle:** The Board adopted the following Resolution requesting the sale of certain surplus County vehicle:

**RESOLUTION AUTHORIZING SALE
 OF CERTAIN SURPLUS COUNTY PROPERTY**

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

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

1. The following described property is hereby declared to be surplus to the needs of the County:

Model Year	Make	Model	VIN
2008	Ford	Explorer	1FMEU73E88UA88600

2. The County Manager is hereby authorized and directed to proceed on behalf of the Perquimans County Board of Commissioners to sale this surplus vehicle on GovDeals.
3. The County reserves the right to reject any or all bids and decide not to sell the property at any time during this process.
4. The County Manager, in accordance with State law, shall cause a summary of this resolution to be published once in a newspaper having general circulation in the County and place it on the County’s website. After not less than ten (10) days from the date of publication, the County Manager is authorized to sell the above-described property to the highest bidder.

Adopted this the 4th day of March, 2019.

 Wallace E. Nelson, Chairman

ATTEST:

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

- **Memorandum of Participation – Cavanaugh Macdonald Consulting, LLC:** The Board approved the following contract for Cavanaugh Macdonald Consulting to perform a GASB 75 actuarial valuation of the employer’s OPEB Plan:



**2018 MEMORANDUM OF PARTICIPATION (MOP) FOR INTERIM (ROLL-FORWARD)
GASB 75 VALUATION OF THE OTHER POSTEMPLOYMENT BENEFITS (OPEB)**

ENTITY NAME: Perquimans County
 UNIT’S RETIREMENT SYSTEM I.D. NUMBER(S): 97201
 MAILING ADDRESS: P.O. Box 45
 CITY: Hertford ZIP CODE: 27944
 NAME OF PERSON TO RECEIVE REPORT: Mr. Ms. (choose one) Tracy Mathews
 PHONE #: (252) 426-8484 TITLE: Finance Officer
 E-MAIL ADDRESS: tracymathews@perquimanscountync.gov

On behalf of the employer noted above, we have agreed to engage Cavanaugh Macdonald Consulting, LLC to perform a GASB 75 actuarial valuation of the employer’s OPEB Plan. I understand that **we will be billed directly by Cavanaugh Macdonald Consulting, LLC** and a copy of the actuarial report will be e-mailed to the person listed above by Cavanaugh Macdonald Consulting. I understand the fee structure is as follows:

GASB No. 74/75 Valuations	
Base Fee	Base Fee
▪ Less than 20 total active and retired participants	\$5,000
▪ 20-49 total active and retired participants	\$6,500
▪ 50-99 total active and retired participants	\$7,800
▪ 100 or more total active and retired participants	\$8,500
▪	+ Plus +
Per Participant Fee	
▪ Less than 50 total active and retired participants	\$5.00
▪ 50-99 total active and retired participants	\$4.50
▪ 100-249 total active and retired participants	\$3.25
▪ 250-499 total active and retired participants	\$2.75
▪ 500 or more total active and retired participants	\$2.50

Interested employers must return this 2018 Memorandum of Participation indicating their desire to participate along with all requested data as outlined on the following page. The new standard requires a considerable amount of additional work. We need to receive **all requested information no later than March 15, 2019.**

If (1) your plan is not a single employer, defined benefit plan or (2) if your plan has discreetly presented component units or (3) if your plan has a special funding situation, additional fees may apply. Please contact us for a free quote.

Signed this 4th day of March, 2019.

Authorized Signature _____

Should you have questions regarding the information requested in this letter, please contact the **OPEB Team** via email at NCOPEB@CavMacConsulting.com or via phone at (678) 388-1700.

INFORMATION COLLECTION CHECKLIST FOR OPEB REQUEST

ENTITY NAME: Perquimans County
 UNIT’S RETIREMENT SYSTEM I.D. NUMBER(S): 97201

Please provide a completed copy of this checklist to indicate the items being sent and the work being requested. This will help us verify receipt of all information and to be sure nothing was lost in transit.

- I. Indicate the work being requested through this agreement (choose all that apply):
 - June 30, 2018 GASB 75 valuation report which will provide information for June 30, 2019 disclosure. This report will use the 6/30/2017 OPEB valuation prepared by Cavanaugh Macdonald as the basis. Liabilities will be re-measured and rolled forward to 6/30/2018.
 - Provide additional information related to a split of the liabilities, OPEB expense or proportionate share amounts for the component units. **Additional fees will apply** based on our hourly rates.
- II. **Check the boxes below to indicate which items are included in this submission.** If multiple submissions are needed because some of the information is not immediately available, please provide an updated checklist with each submission.
 - Executed 2018 Memorandum of Participation (MOP)
 - Have the plan provisions changed since the prior valuation? Yes No (choose one) If yes, please provide the new plan provision information detailing the new OPEB benefit eligibility conditions. Please note, the roll forward method mentioned above may not be allowed. If this is the case, we will contact you regarding a full valuation.
 - Claims and/or premiums paid for the fiscal year ending June 30, 2018. We provided a template for your use in collecting this information as an attachment in the data request email. Email us at NCOPEB@CavMacConsulting.com if you need another copy. If the template is not fully completed, additional information may be requested and delays may occur.
 Please note OPEB plans may provide both fully-insured and self-insured benefits. If this is the case for your plan, be sure to provide both types of contribution information. This information should be the gross amounts (total of employer and retiree paid) and receipts **for retirees and their dependents (do not include amounts for active employees)** for the 2018 fiscal year end.
 - The calculation of OPEB Expense includes the “Administrative Cost” for the year. The Administrative Cost reported for this item, if you choose to report any, should be those costs not associated with the direct payment of benefits and not paid from the OPEB trust. Administrative Costs may include professional fees (trust fees, audit fees, actuarial fees, etc.), as well as, the cost of benefits and salaries associated with the administration of the OPEB plan. Note that expenses booked elsewhere or paid from the OPEB Trust should not be included below (to avoid double counting of such expenses). What amount should be included in the OPEB expense?
 \$ 0 (enter \$0 or the amount we should use – **do not leave blank**)
 - Does the Employer have assets in a qualified GASB OPEB funding vehicle (i.e., a Trust or Trust like arrangement for the sole purpose of providing OPEB benefits for retirees that cannot be used to pay active health care costs or any other benefits) as of June 30, 2018? Yes No (choose one)
 - If there were no OPEB assets as of June 30, 2018, does the Municipality plan to establish OPEB assets in a qualified GASB OPEB funding vehicle by June 30, 2019? Yes No N/A (choose one)

- **Resolution - Requesting Removal of Certain Record Books for Repair:** The Board adopted the following Resolution requesting the removal of certain record books for repair:

**RESOLUTION AUTHORIZING
REMOVAL OF CERTAIN PUBLIC RECORD BOOKS
KEPT BY THE REGISTER OF DEED FOR
THE PURPOSE OF REPAIR, RESTORATION
AND REBINDING**

WHEREAS, NCGS 132-7 provides that books of public records should be copied or repaired, renovated or rebound, if worn, mutilated, damaged or difficult to read; and

WHEREAS, there is identified certain books of public records maintained by the Register of Deeds in need of repair, restoration and rebinding; and

WHEREAS, Kofile Technologies is under contract to provide repair, restoration and rebinding of those certain books of public records.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS FOR PERQUIMANS COUNTY, NORTH CAROLINA, that:

Section 1. The Register of Deeds is authorized to remove or cause to be removed to the care and custody of Kofile Technologies for repair, restoration and rebinding the following books of public records:

Vital Statistics Marriage Licenses 1891 - 1893

Section 2. The books of public records listed in Section 1 of this resolution may remain in the care and custody of Kofile Technologies for the length of time required to repair, restore and rebind them.

Section 3. This resolution is effective upon its adoption.

ADOPTED the 4th day of March, 2019.

Wallace Nelson, Chairman
Board of Commissioners

ATTEST:

Mary P. Hunnicutt, Clerk to the Board

TARA TAYLOR, ALBEMARLE PLANTATION FIREWORKS

Each year at July 4th, Albemarle Plantation holds their fireworks show. Ms. Taylor came before the Board to request the County's approval to hold their fireworks show on July 6th. She further stated that the rain date would be determined at a later date. On motion made by Charles Woodard, seconded by Joseph W. Hoffler, the Board unanimously approved Ms. Taylor's request to hold their fireworks show on July 6th.

NICK LOLIES, WATER DEPARTMENT SUPERVISOR

Mr. Lolies appeared before the Board to present the following request from North Carolina Department of Transportation (NCDOT) for a Utility Construction Agreement:

P.O. Box 7
Hertford, N.C. 27944



Phone: (252) 426-4230
Fax: (252) 426-2049

**PERQUIMANS COUNTY
WATER DEPARTMENT**

The NCDOT will be widening Woodville Rd. from the intersection of New Hope Rd. to the Northern Red Banks Rd. intersection. Once the project is completed the existing 6" watermain would be under the edge of the pavement, therefore NCDOT will be responsible for moving the existing 6" watermain. We have the option of upgrading the proposed replacement 6" watermain to an 8" watermain to improve the flow and capacity in the Woodville area for a Betterment payment to NCDOT. The Betterment payment that the County would be responsible for is the price difference between 6" and 8" PVC pipe and existing gate valves. The estimated cost for this upgrade will be \$58,030.16.

We have added additional fire hydrants, gate valves, and a directional bore to the project. We also added a stub out at the Southern Red Banks Rd. intersection for a future connection. These items will be an addition cost to the County as shown below.

(4) Fire Hydrants @ \$5,000 each = \$20,000
826 LF of 10" Directional Bore = \$21,000
6" stub out at Red Banks Intersection = \$10,000
(5) Gate Valves @ \$1,500 each = \$7,500
TOTAL = \$58,500

All of the costs mentioned in this letter are estimates and the actual costs will be determined by the winning bid for the NCDOT project. The total estimated cost to the County would be \$116,530.16. Please contact me at 252-333-0366 or nlolies@perquimanscountync.gov if you have any questions.

Sincerely,

Nick Lolies
Water Dept. Supervisor

After his presentation, Chairman Nelson asked if there were any questions from the Board. The following questions were asked:

- **Commissioner Lennon:** Mr. Lennon asked about the \$116,530.10 figure. Mr. Lolies explained that when they widen Woodville Road, NCDOT will need to move the 6" line. The County has the option to upgrade the proposed replacement 6" watermain to an 8" watermain to improve the flow and capacity in the Woodville area for an estimated Betterment payment of \$58,030.16. Mr. Lennon further asked that, with the 8" watermain tying into the 12" watermain on New Hope Road, would that also improve the flow and shuttle. Mr. Lolies said that it would.
- **County Manager Heath:** Mr. Heath explained that this \$58,030.16 would probably be included in the FY 2019-20 budget year.

There being no further questions or comments, Chairman Nelson asked for a motion to approve the Utility Construction Agreement with NCDOT and Budget Amendment No. 15. On motion made by Alan Lennon, seconded by Charles Woodard, the Board unanimously approved the following Utility Construction Agreement with NCDOT and Budget Amendment No. 15:

NORTH CAROLINA
PERQUIMANS COUNTY

UTILITY CONSTRUCTION AGREEMENT (UCA)

DATE: 2/28/2019

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

Project: R-5740
WBS Elements: 50198.3.1

AND

PERQUIMANS COUNTY

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and Perquimans County, hereinafter referred to as the "County."

WITNESSETH:

WHEREAS, the Department has prepared and adopted plans to make certain street and highway improvements under Project R-5740, in Perquimans County, said plans consists of grading, paving and drainage along SR 1300 (Woodville Road) from SR 1300 (New Hope Road) to SR 1331 (Road Banks Road), Perquimans County, said project having a right-of-way width as shown on the project plans on file with the Department's office in Raleigh, North Carolina, and,

WHEREAS, the parties hereto wish to enter into an agreement for certain utility work to be performed by the Department's construction contractor with full reimbursement by the County for the costs thereof as hereinafter set out.

NOW, THEREFORE, it is agreed as follows:

- The Department shall place provisions in the construction contract for Project R-5740, Perquimans County, for the contractor to adjust and relocate water lines. The County will reimburse the Department for the Betterment costs of upgrading the existing 6" water line to an 8" water line. Said work shall be accomplished in accordance with plan sheets, attached hereto as Exhibit "A", cost estimate attached hereto as Exhibit "B", and project specific provisions, if applicable, attached hereto as Exhibit "C".
- The County shall be responsible for water lines cost as shown on the attached Exhibit "A". The estimated cost to the County is \$58,030.16 plus actual bid cost for items designated Municipal Agreement ID # 8417

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Add-Ons as shown on the attached Exhibit "B". It is understood by both parties that this is an estimated cost and is subject to change. The County shall reimburse the Department for said costs as follows:

REIMBURSEMENT TO THE DEPARTMENT

- The County shall reimburse the Department for said costs as follows:
 - Upon completion of the highway work, the Department shall submit an itemized invoice to the County for costs incurred. Billing will be based upon the actual bid prices and actual quantities used.
 - Reimbursement shall be made by the County in one final payment within sixty (60) days of said invoice.
 - If the County does not pay said invoice within sixty (60) days of the date of the invoice, the Department shall charge interest on any unpaid balance at a variable rate of the prime plus (1%) in accordance with G.S. 136-27.3.
 - Said interest rate shall be set upon final execution of the Agreement by the Department. The County will be notified of the set interest rate by the Department's approval letter upon receipt of the fully executed agreement.
 - Any cost incurred due to additional utility work requested by the County after award of the construction contract, shall be solely the responsibility of the County. The County shall reimburse the Department 100% of the additional utility cost.
 - In the event the Municipality fails for any reason to pay the Department in accordance with the provisions for payment hereinabove provided, North Carolina General Statute 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to said Municipality by North Carolina General Statute, Section 136-41.1, until such time as the Department has received payment in full.

Agreement ID # 8417

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- Upon the satisfactory completion of the relocations and adjustments of the utility lines covered under this Agreement, the County shall assume normal maintenance operations to the said utility lines. Upon completion of the construction of the highway project, the County shall release the Department from any and all claims for damages in connection with adjustments made to its utility lines; and, further, the County shall release the Department of any future responsibility for the cost of maintenance to said utility lines. Said releases shall be deemed to be given by the County upon completion of construction of the project and its acceptance by the Department from its contractor unless the County notifies the Department, in writing, to the contrary prior to the Department's acceptance of the project.
- It is further agreed that the following provisions shall apply regarding the utilities covered in this Agreement.
 - The County obligates itself to service and to maintain its facilities to be retained and installed over and along the highway within the Department's right-of-way limits in accordance with the mandate of the North Carolina General Statutes and such other laws, rules, and regulations as have been or may be validly enacted or adopted, now or hereafter.
 - By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

Agreement ID # 8417

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IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the County by authority duly given.

L.S. ATTEST:

BY: Mary P. Bennett TITLE: Clerk to the Board

BY: [Signature] TITLE: Chairman, Perquimans County Board of Commissioners

DATE: 3/4/2019

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any responses in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

Approved by Chairman of the local governing body of the Perquimans County as attested to by the signature of Clerk of said governing body on Perquimans (date)

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

[Signature]
(treasurer or clerk)

Federal Tax Identification Number
56-6000330

Remittance Address:
Perquimans County
P.O. Box 65
Hertford, NC 27944

DEPARTMENT OF TRANSPORTATION

BY: _____
(CHIEF ENGINEER)

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (date)

Agreement ID # 8417

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**BUDGET AMENDMENT NO. 15
WATER FUNDS**

CODE NUMBER	DESCRIPTION OF CODE	AMOUNT	
		INCREASE	DECREASE
35-399-000	Fund Balance Appropriated	116,000	
35-720-337	Betterment Cost - Woodville Road	116,000	
EXPLANATION: To amend FY 18/19 budget to include the betterment cost in the Water System Budget for Woodville Road project.			

BEVERLY GREGORY, SENIOR CITIZENS COORDINATOR

Ms. Gregory introduced Penny Trueblood, Assistant Senior Citizens Coordinator and Lillian Holman, delegate to the Senior Tarheel Legislation, and thanked the Board for this opportunity to share what the seniors are doing at the Senior Center. Ms. Gregory then presented a slideshow of the activities that they participate in at the Senior Center. She thanked the Board for their continued support of the senior population of Perquimans County and further explained that they are always busy and are about to outgrow their site. Lillian Hollman, Senior Tarheel Legislative Delegate, was also present and thanked the Board for the nice Senior Center and for their continued support of the Senior Citizens of Perquimans County. She concurred with Ms. Gregory that they are beginning to outgrow their current site. County Manager Heath explained that there is a very nice exercise room available for the seniors and Commissioner Hoffer said that he regularly visited there until he had some sickness. Chairman Nelson thanked Ms. Gregory and her staff for all that they do at the Senior Center.

SUSAN CHANEY, SOCIAL SERVICES DIRECTOR

Ms. Chaney had a dentist appointment and was able to present her monthly report.

COMMISSIONER'S CONCERNS/COMMITTEE REPORTS

The following commissioner's concerns/committee reports were given:

- **Chairman Nelson:** Mr. Nelson reported on the following concerns:
 - **College of the Albemarle (COA):**
 - ✓ **Library Renovations:** Mr. Nelson stated that the Perquimans Weekly recently reported that COA had completed the library renovations project that was going to be named after Charles Ward whose estate gave a generous donation to the college which was used to renovate the library. Mr. Ward was a great supporter of the College and his community service while serving as a Commissioner for Perquimans County. The ribbon cutting is scheduled for April 4th. More information will be provided at a later date.
 - ✓ **Bond Referendum for School Systems:** The State is looking at a Bond Referendum for School construction. This includes money for community colleges in the University System. If approved, COA plans on expanding their health science building (nursing), a Career & Tech building, and other renovation projects. He encouraged the public to support this bond referendum.

UPDATES FROM COUNTY MANAGER

County Manager Heath presented the following updates:

- **Bond Referendum**: To add to Chairman Nelson's remarks about the Bond Referendum, Mr. Heath said that, in this proposed bond, the language includes a proposed \$10,000,000 Bond for Perquimans County. He further stated that he believed that was a matching amount.
- **Golden Leaf Grant**: The County received a \$750,000 grant award and action to accept the money and documentation will be handled later in the meeting.
- **Trash Pickup Along Roadsides**: Mr. Heath stated that the County has worked with the Albemarle District Jail in getting inmate volunteers to assist in picking up trash on roadsides. They have completed the first road which was Woodville Road. The County had received several complaints about a lot of trash on Woodville Road. We will be continuing this project as we receive complaints.
- **Boat Ramp Restrooms**: Mr. Heath reported that the county finally received the CO for the boat ramp bathrooms. Therefore, this project has been completed.
- **Convenient Site Hours Changing**: Due to the changing to Daylight Savings Time, the convenience sites will have new hours. They now will remain open until 7:00 p.m. effective March 10, 2019.
- **Death of Emerson Cullings**: County Manager Heath wanted to mention to the Board that recently Emerson Cullings of Snug Harbor passed away. He was an 83 years old resident who faithfully attend our Commissioners' meetings. We called him our "Public" because there were many times that he was very respectful in his comments to the Board and was concerned about the community. Mr. Heath just wanted to make sure that we placed this in our Minutes for a permanent record. On behalf of the County Manager's Office and the County, Mr. Cullings will be missed.

BOARD APPOINTMENTS

Chairman Nelson reported that, at this time, we now have three (3) vacancies on our Boards that we need to fill. They are as follows:

1. **Northern Regional Advisory Board for Trillium**: County Manager Heath reported that we have received two applications for this appointment: Dianne Layden and Freda Bonner. Mary Hunnicutt, Clerk to the Board, explained that Commissioner Leigh, who was unable to attend tonight, e-mailed her recommending the appointment of Freda Bonner. Chairman Nelson apologized and explained that Commissioner Leigh was out of town and Commissioner Jones was sick and could not be at the meeting tonight. On motion made by Alan Lennon, seconded by Joseph W. Hoffler, the Board unanimously appointed Freda Bonner to the Northern Regional Advisory Board for Trillium for an unlimited term effective March 1, 2019.
2. **Joint Community Advisory Committee**: Chairman Nelson explained that we had no applications for this Board and asked Mary Hunnicutt to give a short explanation of the Board's duties and responsibilities. After she made her comments, Chairman Nelson encouraged the people to consider volunteering for this committee. No action was taken at this time.
3. **Board of Adjustment**: Currently, there are no individuals that have applied for this Board so no action was taken at this time.

With no applications to review, the Board took no action on the last two appointments and tabled the matter until next month.

PLANNING ITEM: CUP-19-02, REQUESTED BY MARTY & SHERYL HURDLE

A public hearing was held earlier in the meeting to receive citizens' comments to consider Conditional Use Permit No. CUP-19-02, requested by Marty & Sheryl Hurdle to operate a Special Events Venue as a Home Occupation at 305 Swing Gate Road; tax parcels 5-0041-0016, 5-0041-0017 and 5-0041-0017B. Alan Lennon made a motion to find proposed Conditional Use Permit No. CUP-19-02 to be consistent and in harmony with the existing development pattern around 305 Swing Gate Road, Hertford, NC, and to approved Conditional Use Permit No. 19-02, for the Special Events Venue as a Home Occupation of a Commercial nature at 305 Swing Gate Road; approximately 36 acres, zoned RA, Rural Agriculture District, also known as Tax Parcel Numbers 5-0041-0016, 5-0041-0017, and 5-0041-0017B conditioned upon the list of conditions contained in the draft Conditional Use Permit, and 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. Chairman Nelson asked if there were any questions or comments. There being no other questions or comments, the following Conditional Use Permit No. CUP-19-02 was unanimously approved by the Board:

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-Beginning of Proposed Conditional Use Permit CUP-19-02
to be recorded by Marty & Sheryl Hurdle

**Home Occupation of a Commercial Nature,
Special Events Venue**

At 305 Swing Gate Road, Hertford

Applicant: Do NOT record this page

CONDITIONAL USE PERMIT No. CUP-19-02

Page 1 of 6

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):	Marty & Sheryl Hurdle 355 Swing Gate Road Hertford, NC 27944
Site Location:	305 Swing Gate Road, Hertford NC 27944
Tax Parcel No:	5-0041-0016, 5-0041-0017 and 5-0041-0017B
Zoning District:	RA, Rural Agriculture District
Proposed Use of Property:	To operate a Special Events Venue as a Home Occupation of a Commercial Nature
Meeting & Hearing Dates:	Planning Board on <u>2/12/2019</u> & Board of Commissioners on <u>3/4/2019</u> .

In the statement of the nature of the proposed use the applicant envisions expanding beyond strictly agriculture endeavors by completely "enclosing the pavilion and adding an indoor stage. The goal is to grow our customer base, provide local lunch and dining with a variety of menu, continue to support the community, and provide a unique event and dining experience." Benefits to patrons include fishing, swimming, paddle boating, small concert venue for live entertainment, and wedding venue.

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 development proposed, and that therefore the application to make use of the above-described property for the purpose indicated is hereby approved, subject to all applicable provisions of the Zoning Ordinance pertaining to Conditional Use categories "Arenas, Assembly, Exhibition Hall, and

CONDITIONAL USE PERMIT No. CUP-19-02

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Conference Center, "Home Occupation of a Commercial Nature," and "Campground, Public and Private" (currently Sections 907.5, 907.13 and 907.21 of the Zoning Ordinance) and other conditions, as follows:

- A. Applicant, owners, heirs and assigns shall conduct operations in accordance with the plans and application materials submitted to and approved by the Board of Commissioners (BCC), a copy of which is contained in the County Planning & Zoning Office and filed with Register of Deeds office. Any major modification proposed to the approved plans shall require reapplication and approval by the BCC. "Major Modification" is defined as: "Any significant change in land use, and/or change in the project boundary and/or change that results in an increase in the density or intensity of the project, as shown and described in the approved Conditional Use Permit and Site Plans." However, the owners may propose changes to the attached Conceptual Site Plan now or in the future, in coordination with the County Planning & Zoning Office, to provide for the placement of accessory structures or site improvements to support the principle residential use of the property and/or the "Special Events Venue Home Occupation". It is understood that the conceptual layout of parking areas as shown on the proposed site plan may require adjustments in the exact locations within the boundaries of the subject property. All required site improvements must be made and shall comply with minimum setbacks. Parking, screening, fencing, lighting and operational considerations must comply with the Perquimans County Zoning Ordinance pertaining to Sections 907.5 (Arenas, Assembly, Exhibition Hall, and Conference Center) and 907.21 (Home Occupations) and 907.13 (Campground, Public and Private, including Recreational Vehicle Park) prior to the County's issuance of Certificate of Zoning Compliance and Certificate of Occupancy, in accordance with applicable sections of the Zoning Ordinance.
- B. The Conditional Use Permit is approved and recorded with the applicant's statement of the nature of the proposed use and conceptual Site Plan, to become the basis for the Zoning Permit issued by the Planning & Zoning Office. If the Conditional Use Permit is not recorded in the Register of Deeds (ROD) Office by the Applicant within three (3) months from the date of BCC approval, the BCC may revoke the Conditional Use Permit.
- C. Site Considerations:
- (1) The "Special Events Venue Home Occupation" must be clearly subordinate to the use of the principal residential structure for residential purposes as prescribed through this Conditional Use Permit [Section 907.21(B)(1)].
 - (2) The intensity of the use shall not be detrimental to adjacent properties due to traffic, parking, noise, refuse, or other factors [Section 907.5(B)(1)]
 - (3) All buildings, including accessory garages or storage buildings, shall be set back from all property lines and street rights-of-way double (2 times) the minimum required for principal buildings in the applicable district [Section 907.5(B)(2)]; and All businesses

CONDITIONAL USE PERMIT No. CUP-19-02

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- must be set back at least fifty (50) feet from any street right-of-way [Section 907.21(B)(3)]
- (4) Additional setbacks and buffering may be required by the Planning Board in the case of facilities for outdoor functions, in order to protect adjacent properties from noise, light, and glare [Section 907.5(B)(3)]; and additional restrictions regarding fencing, buffers, outdoor lighting, storage, and other appearance criteria may be added, as deemed necessary by the Planning Board and Board of County Commissioners [Section 907.21(4)].
 - (5) Parking shall not be located in the required 30 foot front yard as measured from the front property line/street right-of-way line [Section 907.5(C)].
 - (6) Parking, loading, and outdoor activities, such as outdoor exhibition areas, picnic areas and outdoor stages and seating areas, must be screened from view from adjacent properties. These buffers must meet the Buffers and Screening requirements (currently Article XVIII) of the County's Zoning Ordinance [Section 907.5(D)]
 - (7) Outdoor lighting shall be shielded so as to prevent light from directly hitting adjacent property or any public right-of-way. The site plan shall indicate the style and location of all outdoor lighting [Sections 907.5(E) and 907.5(F)].
 - (8) Wooded buffer shall be maintained on north and west side of premises.
 - (9) In areas with developed campsites, separate sanitary facilities for both sexes (including showers) shall be available within four hundred (400) feet of each campsite and drinking water shall be available within one hundred (100) feet of each campsite [Section 907.13 (B)(1)].
 - (10) In primitive camping areas, drinking water and sanitary facilities shall be available within twelve hundred (1,200) feet. [Section 907.13 (B)(3)].
 - (11) No permanent camping shall be permitted. It is not intended that any structure, mobile or permanent, be used as a permanent residence except for the owner or operator [Section 907.13 (B)(4)].
 - (12) In areas with developed campsites, each campsite shall have a minimum of parking for two (2) vehicles [Section 907.13 (B)(5)].
 - (13) Adequate lighting shall be provided for all common areas, including interior lighting in any building open at night. All sanitary facilities and dumping areas, water faucets, parking areas (other than at each campsite), recreation areas, and other service buildings and general use sites shall be lit at night, either with a light mounted on the building or as a pole light. In developed camping areas, lights shall be installed along walkways to water and sanitary facilities and at roadway intersections [Section 907.13 (B)(5)].

CONDITIONAL USE PERMIT No. CUP-19-02

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- D. Operational Considerations:
- (1) There shall be no outdoor loudspeakers or public address system other than in an outdoor arena. [Section 907.5(G)]
 - (2) Loud outdoor music shall end by 11pm.
 - (3) The owner of the business must reside on the premises on which the business is located.
 - (4) The business use shall not create any noxious fumes, odors, traffic congestion, or other nuisance factors. [Section 907.2(C)(2)]
 - (5) Additional restrictions regarding traffic circulation, operational hours and other operational criteria may be added as deemed necessary by the Planning Board and Board of County Commissioners.
 - (6) Any impervious surfaces installed in conjunction with or after expansion of the event pavilion may require the applicant to provide the County with additional permitting to ensure that storm water does not cause problems on the site or on adjacent properties. The property owners shall coordinate with and obtain approval from Perquimans County Soil & Water Conservation District on all drainage improvements.
 - (7) The applicant shall obtain all required permits from other governmental agencies (local, state, and federal) prior to commencing construction or as otherwise required by the applicable laws and regulations. Building permits shall be obtained from Perquimans County for all components of the project which are required by the North Carolina Building Code.
 - (8) In developed camping areas, an attendant will be on the site twenty-four (24) hours a day while the campground is open for business.
 - (9) A fire extinguisher shall be available at each service building and at the office. [Section 907.13(E)(3)]
 - (10) Individual campsites and general use areas shall be kept clean and free from garbage, refuse, litter, and other conditions which can lead to the transmission of disease, breeding of rodents and insects, and which may present a fire hazard or contribute to the spread of fire. [Section 907.13(E)(4)]
 - (11) All sanitary, laundry, and drinking water facilities shall be maintained in a clean, sanitary condition and kept in good repair at all times. [Section 907.13(E)(5)]
- E. Application Requirements: The Applicant's approved Site Plan is conceptual and minor adjustments may be made pending permits and approvals by other entities.
- F. If any of the conditions affixed hereto or any part thereof shall be held invalid or void, then the permit shall be void and of no effect.

CONDITIONAL USE PERMIT No. CUP-19-02

IN WITNESS WHEREOF, Perquimans County has caused this permit to be issued in its name, and the undersigned, being all the authorized applicants, agents, representatives, or property owners of the property above described, do hereby accept this Conditional Use Permit, together with all its conditions, as binding on them and their successors in interest.

Wallace Nelson, Chair, Board of Commissioners Date

Attest: Mary P. Hunnicutt, Clerk to the Board Date (Seal)

We, Marty and Sheryl Hurdle, Applicants and Owners, of the above identified property, do hereby acknowledge receipt of this Conditional Use Permit. The undersigned does further acknowledge that no work may be done pursuant to this permit except in accordance with all of its conditions and requirements and that this restriction shall be binding on them and their successors in interest.

Marty Hurdle, Applicant Date

Sheryl Hurdle, Applicant Date

The State of North Carolina County

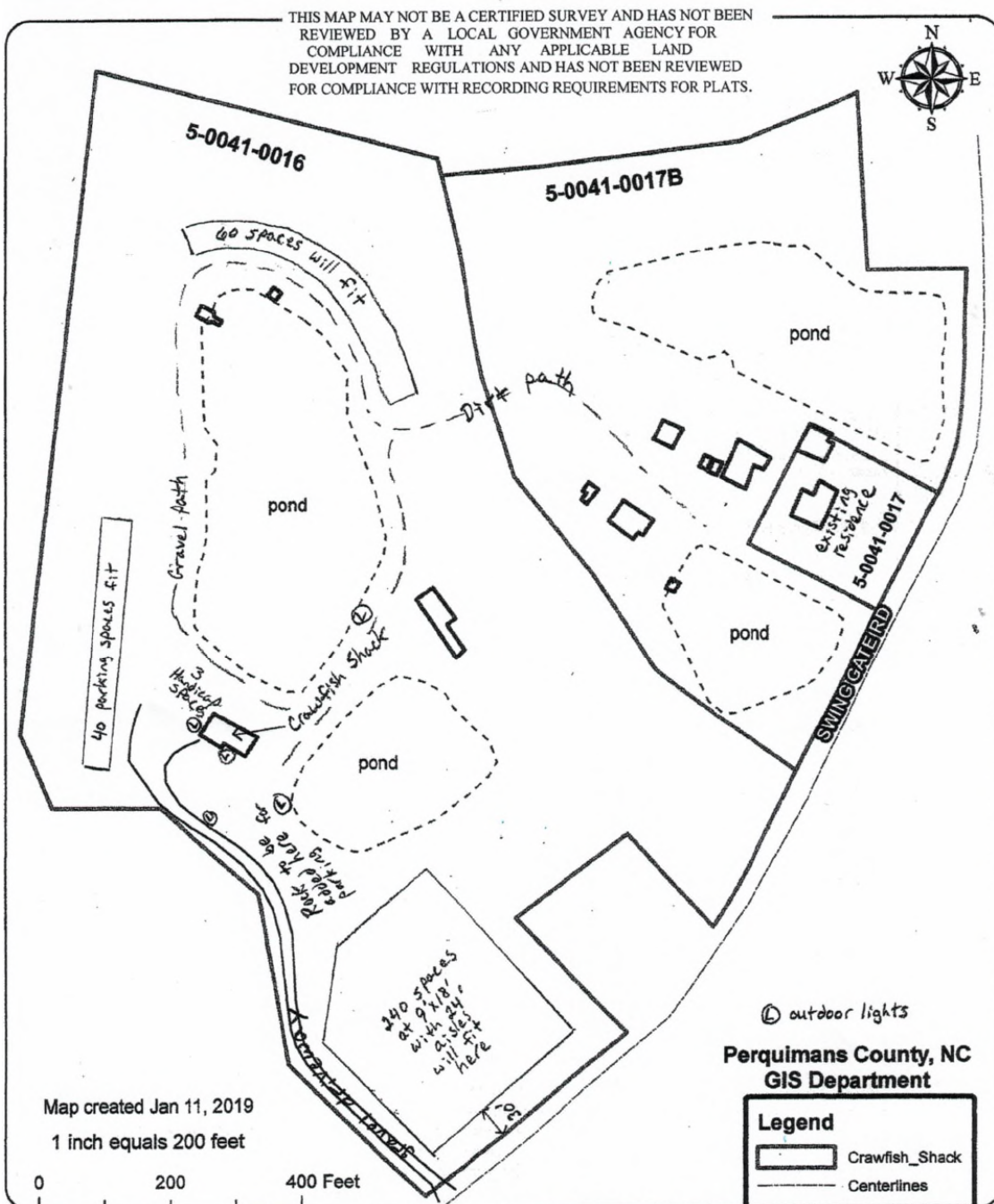
I, a Notary Public in and for the said State and County, do hereby certify that personally appeared before me this day and acknowledged the due execution of the forgoing instrument.

WITNESS my hand and notarial seal, this the day of, 20.

Notary Public

My Commission expires:

CONDITIONAL USE PERMIT No. CUP-19-02



Crawfish Shack Special Events Venue Site Plan

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End of Proposed Conditional Use Permit CUP-19-02 to be recorded Marty & Sheryl Hurdle

Home Occupation of a Commercial Nature, Special Events Venue

At 305 Swing Gate Road, Hertford

Applicant: Marty & Sheryl Hurdle

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UPDATE & EXTENSION REQUEST FOR ALPHA VALUE SOLAR, LLC'S LARGE SCALE SOLAR POWER GENERATING FACILITY, CUP-16-06 (for information purposes only)

For information purposes only, Chairman Nelson presented the following update and request for an extension for CUP-16-06, Alpha Value Solar, LLC's Large Scale Solar Power Generating Facility:

Alpha Value Solar, LLC

February 15, 2019

Perquimans County Planning & Zoning
104 Dobbs Street
Hertford, NC 27944

Attn: Rhonda Money, Planner

Re: Conditional Use Permit No. CUP-16-06 Extension Request

Dear Ms. Money:

On behalf of Alpha Value Solar, LLC, please allow this letter to serve as an Annual Report and Extension Request for Conditional Use Permit CUP-16-06 which was filed with Perquimans County Register of Deeds on March 7, 2017.

Under Section M in the Conditional Use Permit, notice to the Planning Board and Board of County Commissioners is requested to outline project progress along with circumstances that may result in delay if construction is expected to commence after February 6, 2018. In accordance with Section M, please find herewith a status report and progress update for the benefit of Perquimans County Board of Commissioners.

At this time, it is anticipated that Alpha Value Solar, LLC will start construction in June of 2019 subject to favorable site conditions and timely delivery of solar system equipment and materials. Critical project development agreements have been secured and executed with Dominion Energy, to include; Power Purchase Agreement, Interconnection Agreement, IA Security Deposit, and ROW Easement Agreement for installation of electric power grid protection equipment and attachment facilities in June or July of 2019 as well. NCDOT Driveway permit has been updated and is valid for driveway construction in June or July.

Project finance due diligence for Alpha Value Solar LLC has met institutional investor review and approval for 2019 start of construction with commercial operation scheduled for early Q4 2019. Construction is expected to be completed within 4 months after material start of construction and "as-built" site construction plans and civil plans will be delivered to Perquimans County Planning & Zoning and Building Inspector for zoning, building, and electrical permit review and approval in May or June 2019.

With this Annual Report, Alpha Value Solar, LLC would like to respectfully request Perquimans County Board of Commissioners approval to commence and complete construction of Alpha Value Solar Farm this year with no further delay to secure project NTP (notice to proceed) with zoning, building, and electrical permits.

Thank you kindly for Perquimans County Board of Commissioners consideration and please do not hesitate to contact me by email at Heath@Blue-GreenEnergy.com or on my cell at (321) 202-3600 if you have any questions or if I can be of further assistance.

With sincere regards,

Heath McLaughlin
Authorized Representative

Alpha Value Solar, LLC 176 Mine Lake Court, Suite #100, Raleigh, North Carolina. 27651

GOLDEN LEAF DOCUMENTATION

County Manager Heath presented the Grantee Acknowledgement & Agreement to accept the grant funding of \$750,000 for Phase 1 Inland Basin Construction along with Budget Amendment No. 13. Charles Woodard made a motion to approve the Grantee Acknowledgement & Agreement and Budget Amendment No. 13. The motion was seconded by Joseph W. Hoffler. Chairman Nelson asked if there were any questions or comments. Commissioner Lennon asked if there was an expiration date. Mr. Heath said that there was none listed just that it could be extended after the first eighteen (18) months. There being no further questions or comments, the Board unanimously approved the following Grantee Acknowledgement & Grantee Agreement and Budget Amendment No. 13:

The Golden LEAF Foundation ("Golden LEAF")
GRANTEE ACKNOWLEDGMENT AND AGREEMENT
1. Grantee: County of Perquimans
2. Project File Number & Title: FY2019-046 / Phase 1 Inland Basin Construction
3. Purpose of Grant: This grant provides funding to Perquimans County for construction of Phase 1 Inland Basin of the Perquimans Marine Industrial Park.
4. Amount of Grant: \$750,000.00
5. Award Date: 2/7/2019 Start Date:
6. Special Terms and Conditions Applicable to Grant:
7. Standard conditions on the release of grant funds:

8. Confirmation of Eligibility/Permissible use of Funds: The Grantee confirms: (1) that the Internal Revenue Service has determined that the Grantee is an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and that such determination has not been revoked, or (2) that the Grantee is a federal, state or local governmental unit.
9. Compliance with laws/litigation: The Grantee is in material compliance with all federal, state, county, and local laws, regulations, and orders that are applicable to the Grantee, and the Grantee has timely filed with the proper governmental authorities all statements and reports required by the laws, regulations, and orders to which the Grantee is subject.
10. Conflict of Interest: In connection with the project funded by Golden LEAF, no employee, officer, director, volunteer, or agent of the Grantee shall engage in any activity that involves a conflict of interest or that would appear to a reasonable person to involve a conflict of interest.

arrangement is in the Grantee's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination the Grantee shall make its decision as to whether to enter into the transaction or arrangement and shall keep written records of the meeting at which that decision was made. The Grantee shall inform all interested Persons of the requirements set forth in this section. If the requirements set forth in this section conflict with any statute or regulations applicable to the Grantee, the statute or regulation shall control. If the Grantee has a conflict of interest or similar policy that provides more stringent restrictions and protections than those in this section, the Grantee may comply with its policy rather than the policy contained herein. This section does not alter the requirement that Grantee may not use the funds from this grant in any way that would result in an give rise to private inurement or impermissible private benefit.

11. Procurement: All goods or services acquired using Golden LEAF grant funds must be reasonably necessary to implement the project funded. All procurement transactions involving the use of Golden LEAF grant funds will be conducted to provide, to the extent possible and reasonable, free and open competition among suppliers. The Grantee should use reasonable efforts to procure goods and services from local businesses, small businesses, minority-owned firms, and women's business enterprises. The Grantee will seek competitive offers where possible and reasonable to obtain the best possible quality at the best possible price. Some form of cost or price analysis shall be made and documented in connection with every individual procurement in excess of \$1,000.00. Price analysis may be accomplished in various ways, including the comparison of price quotations or market prices, including discounts. For any single procurement of \$100,000.00 or more, Grantee will use a competitive bid process that is designed to attract a reasonable number of responsive bidders. The requirements of the bid process may vary depending on the value of the procurement. When evaluating bids received, the Grantee is not required to take the lowest price if other factors are reasonably important to the Grantee; however, the basis for evaluation and selection should be listed in the procurement documents and there should be an objective method for the decision made by the Grantee. The decision should be documented in writing. If the Grantee is subject to statutory or regulatory procurement requirements, those requirements supersede this section. The Grantee may require that the President of Golden LEAF approve the Grantee's use of a procurement policy that varies from the requirements of this section.

12. Project and budget modification: The Grantee will immediately notify Golden LEAF of anything that may materially affect the Grantee's ability to perform the project funded. If the Grantee proposes to modify the budget, the objectives, or any other feature of the project funded, the Grantee shall not encumber or expend any funds from this grant for such purposes unless and until Golden LEAF has approved such proposed modifications in writing. Moreover, no further payments shall be made to the Grantee in connection with the project funded unless and until Golden LEAF has approved such proposed modifications in writing.

13. Use of grant funds/cessation and termination of grants: The Grantee accepts and will retain full control of the disposition of funds awarded to the Grantee by Golden LEAF under this grant and accepts and will retain full responsibility for compliance with the terms and conditions of the grant. Grant funds shall be utilized exclusively for the purposes set forth above. If the Grantee breaches any of the covenants or agreements contained in this Grantee Acknowledgment and Agreement, uses grant funds for purposes other than those set out above, or any of the representations and warranties made by the Grantee are untrue as to a material fact, the Grantee agrees to repay to Golden LEAF the full amount of this grant. Any condition, purpose, term or provision in Golden LEAF's resolution approving funding or in this Agreement shall take precedence over any conflicting provision in the Grantee's application. Grantee shall not use grant funds for any purpose not included in the Grantee's application for funding unless specifically approved by Golden LEAF. If there is a conflict between the purpose of the grant and use of grant funds described in this Grantee Acknowledgment and Agreement and the Grantee's application for funding, this Grantee Acknowledgment and Agreement will control.

14. The Grantee acknowledges receipt of the following policy regarding termination and rescission of grants, which is intended to supplement but not replace or limit the rights and remedies of Golden LEAF set forth elsewhere in

this Agreement. The Grantee acknowledges that Golden LEAF may, from time to time, amend its policy regarding termination and rescission of grants, and the Grantee acknowledges that the Grantee will be subject to the policy as amended.

Policy Regarding Rescission and Termination of Grants. Rescission of a grant revokes the grant award. When funds have been disbursed to a Grantee by Golden LEAF and a grant is rescinded, the Grantee may be liable for repayment to Golden LEAF for an amount up to the total of grant funds received by the Grantee, in addition to any other remedy available to Golden LEAF. Termination of a grant ends the grant on a going-forward basis, and the Grantee is responsible for repayment to Golden LEAF of only that portion of the grant funds that has been disbursed but not expended by the Grantee in accordance with the terms of the grant.

A grant may be rescinded or terminated at any time in the discretion of Golden LEAF for the Grantee's failure to comply with its obligations under this Agreement or if any of the Grantee's representations and warranties in this Agreement are or become untrue as to a material fact. Reasons for rescission or termination of a grant include but are not limited to the following:

- The Grantee has not signed and delivered to Golden LEAF the Grantee Acknowledgment and Agreement within forty-five (45) days of the Award Date set out in Section 5, above.
- The Grantee has failed to complete the project within the grant term established by this Agreement or any extensions thereof.
- The Grantee's tax-exempt status has been modified or revoked.
- The Grantee is unable, or has failed or refused, to comply with a material term or condition of the grant.
- The Grantee has experienced a change in circumstances that is likely to have a material adverse effect upon the Grantee's ability to accomplish fully the purposes of the grant (e.g., loss of collateral funding, loss of key personnel, etc.).
- The Grantee has failed or refused to submit a report, statement, accounting or return required by this Agreement or applicable law.
- The Grantee has materially modified its budget for the project, and such material modification has not been approved by Golden LEAF.
- The Grantee commits a material violation of the Internal Revenue Code or uses grant funds for some purpose not permitted by the Internal Revenue Code or for some purpose not contemplated by the grant.
- The Grantee breaches any of the covenants or agreements contained in this Grantee Acknowledgment and Agreement.
- The Grantee requests that the grant be rescinded or terminated.

It is anticipated that a grant will be rescinded in situations in which no grant funds have been disbursed. Where grant funds have been disbursed, it is anticipated that a grant will be rescinded in the case of more serious violations (including, without limitation, use of grant funds for some purpose not contemplated by the grant or in violation of the Internal Revenue Code, or upon other affirmative misconduct of the Grantee), and that termination of a grant will occur in the case of the less serious instances of non-compliance or where the circumstance giving rise to termination is not the result of misconduct of the Grantee.

If the Board of Directors of Golden LEAF determines that a grant should be rescinded or terminated, Golden LEAF will notify the Grantee of that decision. Golden LEAF may choose to notify the Grantee that the grant is subject to rescission or termination unless the Grantee remedies the non-compliance, and Golden LEAF may establish deadlines or other limitations on the Grantee's opportunity to remedy the non-compliance. If Golden LEAF allows the Grantee the opportunity to correct the non-compliance, no further grant funds shall be advanced until the non-compliance is remedied.

15. Release of Funds: Unless otherwise agreed by Golden LEAF, up to twenty percent (20%) of funds may be released in advance after all conditions on the release of funds are satisfied. Funds may be released in additional LEAF that funds previously released have been properly expended and accounted for. Funds may also be released on a reimbursement basis, in which case payments may be made in an amount equal to or up to eighty percent (80%) of the grant amount upon receipt of evidence satisfactory to Golden LEAF that funds have been properly expended and accounted for. Unless otherwise approved by the President of Golden LEAF, a sum equal to twenty percent (20%) of the total amount of the grant will be retained by Golden LEAF until the Grantee completes its obligations under this grant, including submission of a satisfactory final report on the project funded. This final twenty percent (20%) retained by Golden LEAF shall be paid to the Grantee on a reimbursement basis. If the grant is conditional or contingent, all conditions and contingencies must be met before any payment will be made by the Grantee using the approved funding. The Grantee and Golden LEAF agree and shall certify that the Grantee has performed in accordance with the terms and provisions of its Grantee Acknowledgment and Agreement, and that such Grantee is entitled under the terms of such Agreement to receive the amount so requested. Each request should be made to Mr. Dan Gwelah, President, The Golden LEAF Foundation, 301 N. Winsted Avenue, Rocky Mount, NC 27804. Payment should not be requested until the Grantee has need for action expenditures of the funds. The Grantee should request payment at least thirty (30) days prior to its desired payment date.

16. Reporting: The Grantee agrees to submit a progress report to Golden LEAF biannually, to be received by Golden LEAF six months from the date of award and every six months thereafter until the project is completed, as approved by Golden LEAF. The Grantee agrees to submit a final Progress Report for receipt by Golden LEAF within sixty (60) days after the completion of all obligations for the project funded or the end date, whichever comes first. The Grantee may be required to report results and accomplishments to Golden LEAF for a period beyond the grant term that is reasonably necessary to evaluate the outcomes of the grant. Report forms may be found on Golden LEAF's website, www.goldenleaf.org. The Grantee will furnish additional or further reports if requested by Golden LEAF on forms prescribed by Golden LEAF.

17. Records: The Grantee agrees to maintain full, accurate and verifiable financial records, supporting documents, and all other pertinent data for the project funded in such a manner as to identify and document clearly the activities and outcomes of the project funded and the expenditure of Golden LEAF grant funds. Financial records regarding Golden LEAF's grant shall be maintained in such a way that they can be reported separately from monetary contributions, or other revenue sources of the Grantee. The Grantee agrees to retain all financial and programmatic records, supporting documents, and all other pertinent records related to the project funded for a period of five (5) years from the end of the grant term. In the event such records are audited, all project records shall be retained beyond such five-year period until all audit findings have been resolved. The Grantee shall provide to Golden LEAF copies of all financial and other records requested by Golden LEAF and shall make available to Golden LEAF, or Golden LEAF's designated representative, all of the Grantee's records that relate to the grant, and shall allow Golden LEAF or Golden LEAF's representative to audit, examine and copy any data, documents, proceedings, records and notes of activity relating to the grant. Access to these records shall be allowed upon request at any time during normal business hours and as often as Golden LEAF or its representative may deem necessary. The Grantee may be subject to audit by the State Auditor.

18. This Section 18 is applicable if the following blank is marked: Staff Initials & date: _____

Intellectual property/new developments: In consideration of its receipt of funds granted by Golden LEAF, the Grantee agrees that during the course of the project funded by the grant, the Grantee, and any recipient of grant funds, will promptly disclose to Golden LEAF any improvements, inventions, developments, discoveries, innovations, systems, techniques, ideas, processes, programs, and other things, whether patentable or unpatentable that result from any work performed by or for the Grantee in connection with the project funded, or by individuals whose work is funded by the grant (the "New Developments"). If the Grantee provides to

Golden LEAF a copy of any Invention Disclosure Reports it receives from Grantee employees that report making inventions under this Agreement, then the Grantee will be deemed to have satisfied the disclosure requirement in the preceding sentence.

The Grantee agrees that it, and any recipient of grant funds shall take all reasonably appropriate actions to assure that the New Developments shall be and remain the sole and exclusive property of the Grantee. In the event that the interests of the public would be served by commercialization of the New Developments, the Grantee agrees to use its best reasonable efforts to pursue the commercialization of any such New Developments in a manner that will serve the interests of the public, including but not limited to the transfer, assignment or licensing of such New Developments; provided, however, that the Grantee, and any recipient of grant funds, shall not transfer, assign or license such New Developments in part or in whole without first having obtained the written consent of Golden LEAF.

Any revenue generated as a result of transferring, assigning, or licensing New Developments will be managed by the Grantee in accordance with its published patent, copyright and technology transfer procedures, if any, and in the absence of such procedures such revenue will be managed by the Grantee in accordance with procedures approved by Golden LEAF. Such procedures typically will prioritize the distribution of revenues to ensure that the Grantee first honors its obligation to its investors and then to cover its own out-of-pocket expenses as necessary to protect its intellectual property.

The Grantee and Golden LEAF further agree that should there be any revenue generated greater than that necessary to meet the obligations of the preceding paragraph ("Net Revenue"), the Net Revenue shall be managed by the Grantee as follows:

- 15% of the Net Revenue will be retained by the Grantee as a fee for the management and distribution of funds as required under this Agreement.
- 30% of the remaining Net Revenue will be paid to Golden LEAF.
- 70% of the remaining Net Revenue will be retained by the Grantee and used in accordance with the procedures referenced in the preceding paragraph above.

The Grantee's obligations pursuant to this Section will continue beyond the expiration of the funding period.

19. Independent entity: The Grantee acknowledges and agrees that the Grantee is an entity independent from Golden LEAF, is not an agent of Golden LEAF, and is not authorized to bind Golden LEAF to any agreement of payment for goods or services. The Grantee is responsible for payment of all its expenses, including rent, office expenses and all forms of compensation to employees. It shall provide workers compensation insurance to the extent required for its operations and shall accept full responsibility for payments of unemployment compensation, social security, income taxes and any other charges, taxes or payroll deductions required by law in connection with its operations, for itself and its employees. All expenses incurred by the Grantee are the sole responsibility of the Grantee, and Golden LEAF shall not be liable for the payment of any obligations incurred in the performance of the project funded.

20. Non-discrimination: The Grantee shall not discriminate by reason of age, race, ethnicity, religion, color, sex, national origin, or handicap related to the activities of a project funded by Golden LEAF.

21. Publicity: All publicity and printed materials regarding projects or activities supported in whole or in part by this grant should contain the following language: "This project received support from The Golden LEAF Foundation." The Golden LEAF logo is to be displayed in all of the Grantee's publicity and printed materials relating to this grant. Please contact Jenny Tinklenough (jtinklenough@goldenleaf.org) for digital versions of the logo.

22. Authority to execute/Necessary Approvals Obtained: The individual signing below certifies his or her authority to execute this Agreement on behalf of the Grantee and that the Grantee has received any third-party approval that may be required prior to entering this Agreement. By executing this Agreement, the Grantee, to induce Golden LEAF to make this grant, makes each of the representations set forth hereinabove and certifies that each of such representations is true, accurate and complete as of the date hereof.

IN WITNESS WHEREOF, the Grantee has executed this Agreement as of the date below:

Name of Grantee Organization (print): _____

Signature: _____

Name of Person Signing (print): _____

Title of Person Signing (print): _____

Date: _____

**BUDGET AMENDMENT NO. 13
COUNTY CONSTRUCTION FUNDS**

CODE NUMBER	DESCRIPTION OF CODE	AMOUNT	
		INCREASE	DECREASE
50-348-007	Phase I Inland Basin - Golden Leaf	750,000	
50-000-725	Phase I Inland Basin - Golden Leaf	750,000	
EXPLANATION: To amend FY 18/19 budget to include Golden Leaf Grant Funds for Phase I of the Inland Basin Construction as awarded on 2/7/19. Project File #: FY2019-046.To amend FY 18/19 budget to include an additional increase by the State.			

ALBEMARLE COMMISSION AMENDMENT TO CHARTER RESOLUTION

County Manager Heath explained that, at last month’s meeting, Commissioner Leigh reported that the Albemarle Commission Board of Trustees would be asking our Board to consider adopting a Resolution to amend their Charter. Mr. Heath stated that the only changes are as follows:

- To amend the 1997 Charter so that the terms for delegates be changed from one (1) year to two (2) year terms.
- To reflect that the immediate past chair will serve as an ex officio, non-voting member of the Board.

On motion made by Alan Lennon, seconded by Joseph W. Hoffler, the Board unanimously adopted a Resolution approving the amendments to the Albemarle Commission Board of Trustees Charter (See Attachment A).

FY 2018-19 AUDIT CONTRACT

County Manager Heath explained that he and Finance Officer, Tracy Mathews, recommend that the FY 2018-19 Audit Contract be awarded to Donna Winborne in the amount of \$32,500. Last year the cost was \$35,000. Mr. Heath further explained that the contract appears to be less than last year, but they are still waiting on the final guidelines from the State regarding FY 2019 Medicaid requirements. Thus, the initial contract is less but a revised/additional contract will be needed to include the additional Medicaid audit – which will probably put us back to the contract amount last year. On motion made by Joseph W. Hoffler, seconded by Charles Woodard, the Board unanimously awarded the FY 2018-19 Audit Contract to Donna Winborne at maximum amount of \$35,000.

JANITORIAL SERVICES AGREEMENT – COOPERATIVE EXTENSION BUILDING

With the retirement of Shirley Carter, Housekeeper at Cooperative Extension Building, County Manager Heath and Maintenance Supervisor, Robin Trueblood, recommends the one-year contract with Rebecca Corprew at a cost of \$1,200 per month. The contract may be renewed each year on the agreement anniversary date. On motion made by Joseph W. Hoffler, seconded by Alan Lennon, the following Janitorial Services Agreement with Rebecca Corprew was unanimously approved for the Cooperative Extension Building:

JANITORIAL SERVICES AGREEMENT
PERQUIMANS COUNTY COOPERATIVE EXTENSION BUILDING

THIS AGREEMENT executed this 1st day of March, 2019, 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 Cooperative Extension Building which also includes the Board of Elections Offices and Perquimans County Soil and Water Offices.
2. **COMPENSATION:** The OWNER agrees to pay the CONTRACTOR a total of \$1200.00 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 _____ day of _____, 2019.

Perquimans County
Wallace Nelson, Chairman
OWNER

Rebecca T. Corprew
CONTRACTOR

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"Exhibit A"

CLEANING SPECIFICATIONS FOR PERQUIMANS COUNTY COOPERATIVE EXTENSION 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 nicknacks (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

ADDITIONAL SENIOR HEALTH INSURANCE INFORMATION PROGRAM (SHIIP) FUNDS ACCEPTANCE & BUDGET AMENDMENT NO. 14

County Manager Heath explained that Jewel Winslow, Director of Perquimans County Cooperative Extension, notified him that they had received additional funding in the amount of \$1,072 for the Senior Health Insurance Information Program (SHIIP). On motion made by Alan Lennon, seconded by Charles Woodard, the Board accepted these funds, authorized the Chairman and County Staff to sign the documents, and approved the following Budget Amendment No. 14:

**BUDGET AMENDMENT NO. 14
GENERAL FUNDS**

CODE NUMBER	DESCRIPTION OF CODE	AMOUNT	
		INCREASE	DECREASE
10-348-033	State Grants - Senior Medicare	1,072	
10-615-146	SHIIP Funds	1,072	
EXPLANATION: To amend FY 18/19 budget to include FY 19 additional SHIIP Funds as awarded by NC Dept of Insurance.			

2019 GENERAL SCHEDULE FOR LOCAL RECORDS

County Manager Heath reported that the NC Department of Natural and Cultural Resources has notified the County that the 2019 General Schedule for Local Records has been prepared for Board approval. The Board was able to go to [General Schedule for Local Government Agencies](#) to review the document. On motion made by Alan Lennon, seconded by Joseph W. Hoffer, the Board unanimously approved the General Schedule for Local Government Agencies.

PUBLIC COMMENTS

There following public comment was made:

- **Steven Samonsky:** Mr. Samonsky, a disabled Veteran, presented the following letter for Board consideration:

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Submitted by
 Steven R. Samonsky
 162 Bald Eagle Pointe Dr.
 Hertford N.C. 27944
 Cell phone 803 642 3719

Change needed in the regulation for the distance required when hunting and shooting firearms.

Over the years, gun ammunition has become more powerful and more deadly. Shotgunworld.com shows a drop of more than 325 yards for #2 shot from a 12 gauge shotgun. This is over 975 ft for a 12 gauge shotgun. The present regulation states duck blinds distance for shooting is 400ft. The wall of a home, office, road or a person as interpreted by Sheriff Shelby White is the starting point to measure this distance. This means children playing, and others, on their own property, will be in the kill range of a hunter.

Every year, hunters and others are killed and injured in gun accidents. Not all hunters have the same knowledge, skill and experience. January 5,2018 Daily Advance newspaper reported an accident where an out of state hunter shot at a deer, missed and hit a woman in a pickup on a public highway. The distance was too close for deer hunting, yet legal at that time. Laws need to consider the most inexperienced person.

Federal Child Endangerment act states (CAPTA)(42 U.S.C.A. "Any act or failure to act on the part of a parent or CAREGIVER which results in death or serious physical or emotional harm...or "an act or failure to act which results in death, serious physical or emotional harm...An act or failure to act which presents imminent risk of serious harm is a violation.

State, Counties, and the Federal Government employees are caregivers. They make laws to protect and defend all of us as well as give direct care through school and other social services.

NC 7B-101, et seq states Abuse as: Inflicts or allows to be inflicted or creates substantial risk of injury....other than by accident....
 Laws which are written which create substantial risk of injury are no accident.

NC 14-401-22 Reckless endangerment
 Any person who recklessly engages in conduct that creates a substantial risk of serious physical injury or death to another person is guilty of a Class 1 misdemeanor. Creating laws, or failure to act to correct faulty laws which endanger the public appear to fall within these acts.

I ask that you pass legislation for Perquimans County and adjacent bodies of water to enact the following:

Hunting Law Distances for Firing a Firearm or Hunting

NO one may shoot a firearm or hunt within 700 yards (2100 ft), or 110% of the carry distance, which ever is the greatest
 of any ammunition for any firearm in their possession while hunting or shooting near any public or private school,
 any churches, and all county offices, hospitals, residential subdivisions, or residences, businesses, and public or county
 roads, or highways.

.....

Good laws make us safe.

Thank You

Steven R. Samonsky

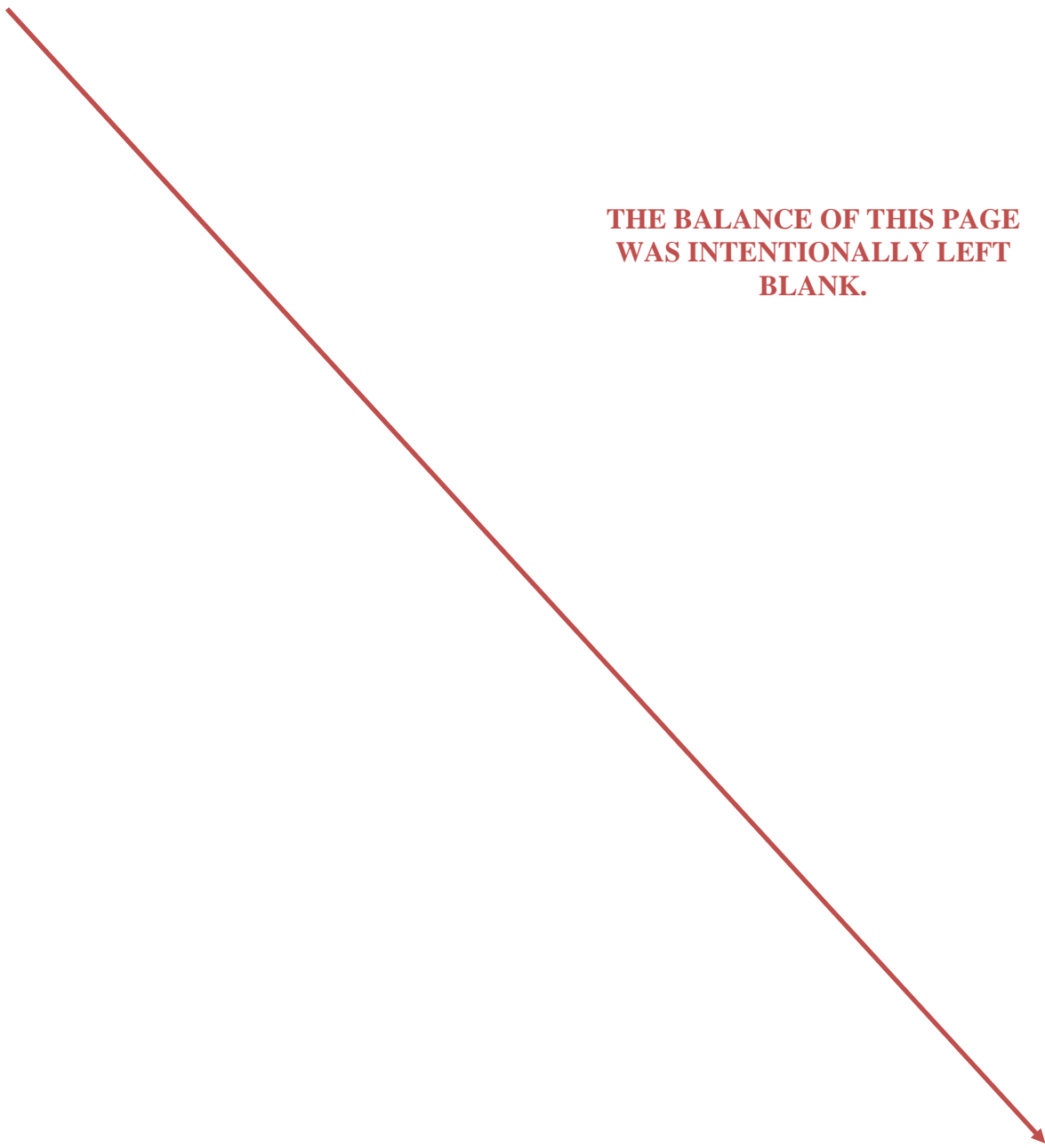
He concluded his remarks by asking the Board to consider revising the law. Chairman Nelson thanked Mr. Samonsky for coming to address the Board and stated that the Board would take it under advisement.

ADJOURNMENT

There being no further comments or business to discuss, the Regular Meeting was adjourned at 8:10 p.m. on motion made by Charles Woodard, seconded by Alan Lennon.

 Wallace E. Nelson, Chairman

 Clerk to the Board



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ATTACHMENT A

FIRST AMENDMENT TO 1997
RESOLUTION MODIFYING AND
AMENDING RESOLUTIONS CREATING
THE REGIONAL PLANNING COMMISSION
KNOWN AS THE ALBEMARLE COMMISSION

WHEREAS, in 1970 the Counties of Camden, Chowan, Currituck, Dare, Gates, Hyde, Pasquotank, Perquimans and Tyrrell, (the "Initial Counties"), began a regional cooperative effort by creating a regional planning and economic development commission known as the Albemarle Commission; and

WHEREAS, the County of Washington was granted membership in 1971 with unanimous consent of the Initial Counties (the Initial Counties and the County of Washington may be referred to individually as a "County" and collectively as the "Counties"); and

WHEREAS, N.C. Gen. Stat. ' 153A-391 provides that the Counties may, by unanimous action, modify and amend the resolution creating the Albemarle Commission; and

WHEREAS, in 1997, the Counties unanimously modified and amended the resolution creating the Albemarle Commission by adopting that certain document entitled "Resolution Modifying and Amending Resolutions Creating the Regional Planning Commission known as the Albemarle Commission" (the "1997 Resolution"); and

WHEREAS, Article II of the 1997 Resolution provides the method for the appointment of delegates by the member Counties, including terms for such appointments, that the governing board of the Albemarle Commission has requested be changed as set forth below; and

WHEREAS, the Counties, after due and diligent consideration, desire to modify and amend the 1997 Resolution through this First Amendment to the 1997 Resolution to change the method for appointment of delegates and the terms for delegates.

NOW, THEREFORE, BE IT RESOLVED by each of the Boards of Commissioners for the Counties of Camden, Chowan, Currituck, Dare, Gates, Hyde, Pasquotank, Perquimans, Tyrrell and Washington, in separate sessions duly convened, by the adoption and enactment of this First Amendment to the 1997 Resolution by each of the Boards, do hereby modify and amend the 1997 Resolution as follows:

Section 1. By replacing Articles I through VIII thereof with the following:

ARTICLE I

NAME

The name of the regional planning commission shall be the ALBEMARLE COMMISSION.

ARTICLE II

ALBEMARLE COMMISSION MEMBERSHIP AND GOVERNING BOARD

A. Albemarle Commission Membership – The Counties of Camden, Chowan, Currituck, Dare, Gates, Hyde, Pasquotank, Perquimans, Tyrrell and Washington shall be member governments of the Albemarle Commission. The Albemarle Commission shall be governed by a board of 15 members appointed as follows:

- 1) The governing board of each member government shall appoint one “Commissioner” delegate who must be a member of the member government’s governing board. Commissioner delegates who no longer hold office as an elected member of their member government’s governing board are unable to continue as a delegate unless they can be and are approved as an at large delegate.
- 2) Four additional “At Large” delegates who do not hold an elective office shall be initially appointed as follows:
 - (a) One delegate appointed by Camden County’s governing board;
 - (b) One delegate appointed by Chowan County’s governing board;
 - (c) One delegate appointed by Currituck County’s governing board;
 - (d) One delegate appointed by Dare County’s governing board.

The At Large delegates appointed as of the adoption of this Resolution may continue to serve the remainder of their terms as set forth below.

Successors shall thereafter be appointed by the governing board’s member governments in a rotating manner which order shall be determined alphabetically until the end of the alphabet is reached and then starting over (e.g., two years after the year in which this Resolution is adopted one delegate would be appointed by each of the following counties: Gates, Hyde, Pasquotank, and Perquimans; two years thereafter, one delegate would be appointed by each of the following counties: Tyrrell, Washington, Camden, and Chowan; and the appointments would continue rotating every two years in this alphabetical manner).

- 3) The immediate past chair shall serve for one year as an ex-officio, non-voting member unless they can be and are appointed as a Commissioner Delegate or an At Large Delegate.

The member governments are encouraged to consider making appointments that will result in at least four delegates being racial minorities.

B. Terms; Removal; Vacancies – Delegates of the Albemarle Commission shall serve two-year terms. Terms shall be measured by calendar years but shall end on December 31, regardless of the date of appointment by the appointing authority. A delegate may be removed with or without cause by the appointing member government’s governing board. Appointment to fill vacancies shall be made for the remainder of the

unexpired term by the respective appointing member government's governing board.

C. Officers; Compensation – Those officers currently serving as of the date of adoption of this resolution, shall continue serving until the next organizational meeting of the Albemarle Commission governing board.

Thereafter, the Albemarle Commission governing board shall hold an organizational meeting annually in January to elect a chair, vice-chair and secretary by simple majority vote of those delegates present and voting at a properly constituted meeting. Only Commissioner delegates, i.e., those delegates who are members of a member government's governing board, shall be eligible to hold an office, other than the non-voting office of immediate past chair.

Delegates may be compensated and reimbursed for their expenses at an appropriate mileage rate by the Albemarle Commission for attendance at meetings of the Albemarle Commission governing board.

ARTICLE III

POWERS AND DUTIES

The Albemarle Commission shall possess the following powers:

- (1) Apply for, accept, receive, and disburse funds, grants, and services made available to it by the State of North Carolina or any agency thereof, the federal government or any agency thereof, any unit of local government or any agency thereof, or any private or civic agency;
- (2) Employ personnel;
- (3) Contract with consultants;
- (4) Contract for services with the State of North Carolina, any other state, the United States, or any agency of those governments;
- (5) Study and inventory regional goals, resources, and problems;
- (6) Prepare and amend regional development plans, which may include recommendations for land use within the region, recommendations concerning the need for and general location of public works of regional concern, recommendations for economic development of the region, and any other relevant matters;
- (7) Cooperate with and provide assistance to federal, state, other regional, and local planning activities within the region;
- (8) Encourage local efforts toward economic development;
- (9) Make recommendations for review and action to its member governments and other public agencies that perform functions within the region;
- (10) Exercise any other power necessary to the discharge of its duties.

ARTICLE IV

FINANCES

Funding for the Albemarle Commission’s administrative and general operational requirements shall, in addition to other funds which might become available, be provided by member governments. Each member government’s proportionate share shall be determined by a per capita assessment based on the most recent United States Census. Thereafter, the Albemarle Commission governing board shall develop and adopt, by simple majority vote, an annual budget for each up-coming fiscal year showing the anticipated contribution of each county which budget shall be submitted to the member governments for review and comment not later than May 1.

ARTICLE V

BUDGETARY AND FISCAL CONTROL

The Albemarle Commission budget and fiscal affairs shall comply with the procedures set forth in the Local Government Budget and Fiscal Control Act, Chapter 159, Subchapter III of the North Carolina General Statutes.

The Albemarle Commission shall cause to be made an annual audit of its books and records by an independent certified public accountant at the end of the each fiscal year and a certified copy of the audit shall be filed promptly with each member government.

ARTICLE VI

WITHDRAWAL

A member government may withdraw from the Albemarle Commission by giving at least two years’ written notice to the other member governments.

ARTICLE VII

AMENDMENTS

This resolution may be amended, modified or repealed by the unanimous action of the member governments.

ARTICLE VIII

DISSOLUTION

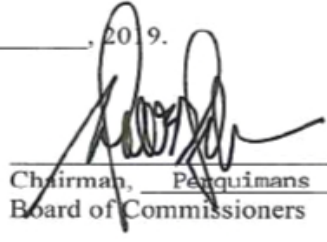
If the Albemarle Commission is dissolved by the unanimous action of the member governments then the proceeds that may be derived from the sale of the Albemarle Commission’s assets, less payment of debts and liabilities, shall be distributed among the member governments pursuant to the following formula:

$$\frac{\text{Member Government Population}}{\text{Total population of Member governments}} \times \text{Total Dollar Value of Albemarle Commission assets} = \text{Member government's Share}$$

Section 2. All provisions of resolutions creating, amending or modifying the 1997 Resolution which are not re-enacted by this resolution, are hereby repealed.

Section 3. This resolution shall take effect immediately upon its unanimous adoption by the Counties.

ADOPTED the 4th day of March, 2019.



Chairman, Perquimans County
Board of Commissioners

ATTEST:


Clerk to the Board



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