

# AGENDA

All items are for discussion and possible action.  
Perquimans County Board of Commissioners  
Commissioners' Room - Courthouse Annex Building  
May 6, 2019  
7:00 p.m.

**Board of Equalization & Review to meet in Commissioners' Room at 6:30 p.m.**

- I. **Call to Order**
- II. **Prayer & Pledge**
- III. **Approval of Agenda**
- IV. **Consent Agenda**  
*(Consent items as follows will be adopted with a single motion, second and vote, unless a request for removal of an item or items is made from a Commissioner or Commissioners.)*
  - A. Approval of Minutes: April 1, 2019 Regular Meeting & April 15, 2019 Work Session Minutes along with Budget Work Sessions in April
  - B. Tax Release/Refund Approvals
  - C. Personnel Matters
    - 1. Appointment: IMC I working toward IMC II
    - 2. Resignation: PT/FI Certified Telecommunicator
    - 3. Termination: IMC I working toward IMC II
    - 4. Resignation: Athletic Program Supervisor
    - 5. Retirement: Water Plant Operator
  - D. Step/Merit Increases
    - 1. Telecommunications (2)
    - 2. Soil Conservation (1)
    - 3. Department Head (1)
  - E. Budget Amendment No. 18-19
  - F. Board Appointments/Resignations:
    - 1. Resignation: Board of Adjustment Alternate
    - 2. Regional Advisory Council – Area Agency on Aging
  - G. Cleaning Contract: Senior Center
  - H. Clarification of Personnel Policy Amendment
  - I. Resolution/Proclamation:
    - 1. Surplus Items Resolution
    - 2. Older Americans Month 2019 proclamation
- V. **Scheduled Appointments**
  - A. Bland Baker, Trillium 7:00 p.m.
  - B. Howard Williams, Recreation Department 7:10 p.m.
  - C. Donna Jones, Mentoring Program 7:15 p.m.
  - D. Bill Jennings, Tax Administrator 7:20 p.m.
  - E. Susan Chaney, Social Services Director 7:25 p.m.
- VI. **Commissioner's Concerns/Committee Reports**
  - A.
  - B.
  - C.
- VII. **Old Business**
  - A. Updates from County Manager
  - B.

**ACTION  
REQUIRED**

**NO  
ACTION  
REQUIRED**

- ACTION REQUIRED**
- VIII. New Business**
- A. Memorandum of Understanding for Perquimans County Soil & Water Conservation
  - B. Lease to Historic Hertford, Inc. (Carolina Moon Theater Group)
  - C. Single Family Rehab Grant ESFRLP 17 RH Bid Awards
  - D.
  - E.
  - F.
- NO ACTION REQUIRED**
- IX. Unscheduled Appointments/Public Comments**  
*(If you wish to address the Board, please state your name for the record prior to speaking)*
- A.
  - B.
  - C.
- X. Adjournment**

**FOR INFORMATION ONLY:**



**DEPARTMENT HEAD REPORT:**

- Plat Log
- Sheriff's Department
- Building Inspections Report
- Code Enforcement Officers Report – March & April, 2019
- Emergency Services Reports – March & April, 2019

**COMMITTEE WRITTEN REPORTS:**

- Food Bank of the Albemarle – 2018 Annual Report
- Perquimans Arts League – Spring, 2019 Newsletter

**NOTES FROM THE COUNTY MANAGER**

**May 6, 2019**

**7:00 p.m.**

***Board of Equalization & Review to meet in Commissioners' Room at 6:30 p.m.***

- IV. **Enclosures.** Items included on the Consent Agenda are enclosed. *If you wish to discuss any of these items, please make that request during the meeting.*
- V.A. **Enclosures.** Bland Baker, Trillium, will present their annual report. A copy of his PowerPoint presentation is enclosed.
- V.B. Howard Williams, Recreation Director, will present his annual report for the Recreation Department.
- V.C. Donna Jones, Mentoring Program, will present her annual report for the Mentoring Program.
- V.D. **Enclosure.** Bill Jennings, Tax Supervisor, will present his monthly report.
- V.E. Susan Chaney, Social Services Director, will present her monthly report.
- VII.A. County Manager Heath will present several updates to the Board.
- VIII.A. **Enclosures.** County Manager Heath will present Memorandum of Understanding between Perquimans County, US Department of Agriculture Natural Resources Conservation Service, and NC Department of Agriculture & Consumer Services – Division of Soil & Water Conservation, and Perquimans Soil & Water Conservation District. Board action is being requested.
- VIII.B. **Enclosures.** County Manager Heath will present the enclosed lease agreement for Historic Hertford, Inc. (Carolina Moon Theater Group). Per our attorney, the lease of the property requires a 30-day public notice. Then, we will need to adopt a resolution approving the lease at the meeting date set forth in the notice. Our plan is to have it adopted at our June 3, 2019 meeting. No action is required at this time.

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**CONSENT AGENDA NOTES**

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

- A. **Enclosures:** Approval of Minutes – April 1, 2019 Regular Meeting & April 15, 2019 Joint Work Session/Work Session Minutes along with Budget Work Sessions in April.
- B. **Enclosure:** Tax Release/Refund – see attached list
- C. **Enclosures:** Personnel Matters

Employee Name	Employee Job Title	Action Required	Grade/ Step	New Salary	Effective Date
Patricia Serino	IMC I working toward IMC II (5/2020)	Appointment	61/3	\$28,719	05/01/2019
Katherine Weiss	P/T F/I Certified Telecommunicator	Resignation			04/01/2019
Tameka Carter	IMC I working toward IMC II	Termination			04/12/2019
Jonathan Blanchard	Athletic Program Specialist	Resignation			05/03/2019
Kelvin Roberson	Water Plant Operator	Retirement			08/01/2019

- D. **Enclosures:** During the Budget process, these step increases were approved for the employee. The following individuals are being recommended by their supervisor for step increases:

Employee Name	Employee Job Title	Grade/ Step	New Salary	Effective Date
Anna Johnson	Certified Telecommunicator	62/2	\$29,296	05/01/2019
Anthony Johnson	911 Shift Supervisor – Telecommunications	63/8	\$36,308	05/01/2019
Janet Stallings	Secretary/Technician – Soil Conservation	61/7	\$31,665	05/01/2019
Bill Jennings	Tax Administrator	72/6	\$50,163	05/01/2019

- E. **Enclosures:** Budget Amendment Nos. 18 – 19 are presented for Board action.
- F. **Enclosures:** The following Board appointments are being presented for Board action:

NAME	BOARD	ACTION	TERM	EFFECTIVE DATE
Benjamin Hobbs	Board of Adjustment – Alternate	Resignation		04/01/2019
Beverly Gregory	Aging Regional Advisory Council (RAC)	Appointment	Unlimited	05/01/2019

G. **Enclosures.** With the Library and Senior Center requiring more time for our housekeeper, Theresa Stallings, County Manager Heath is recommending that Ms. Stallings be moved to the Library full-time and we contract the cleaning services at the Senior Center. He recommends approving the contract with FK & Associates, LLC who currently handles our Albemarle Commission Building. The Board is requested to review the enclosed contract at a cost of \$1,200 per month (5 times cleaning per week). Board action is being requested.

H. **Enclosures.** When the Personnel Policy was amended on June 5, 2017, the Minutes had a discrepancy. The June 5, 2017 Minutes should reflect the language below:

***Retiree Health Insurance***

*The County will provide medical and dental insurance coverage up to age 65 for retirees, hired prior to June 5, 2017, from Perquimans County with 20 ~~continuous~~ years of service with Perquimans County who are eligible for an unreduced service retirement benefit from the Local Government Retirement System. Employees hired June 5, 2017 or after, will not be eligible for this employee benefit.*

I. **Enclosure.** The Board will need to consider the enclosed Resolution requesting the Board to declare several items as surplus equipment to be sold on GovDeals. Board action is being requested.

DATE	LOCATION/TIME
May 8th	Social Services (7:00 p.m.) and Board of Education (8:00 p.m.) budget presentations (Commissioners' Room)
May 15th	Budget Work Session (7:00 p.m.) - at EMS Building - looking at revenues and County Manager recommendations
May 16th	Budget Work Session at EMS Building (7:00 p.m.)
June 3rd	Frank to present budget to the Board with budget ordinance
June 17th	Budget public hearing and vote.

After they reviewed the dates, County Manager Heath asked to provide him with some available dates as soon as possible so that he can prepare the schedule for the Budget Work Sessions.

**JANICE COLE'S RECOGNITION RECEPTION**

Commissioner Jones thanked all those who attended the reception for Janice Cole. The marble plaque has been corrected and should be installed shortly in the Courtroom in the old Courthouse.

**ADJOURNMENT**

There being no further business to discuss, the Chairman adjourned the meeting at 7:30 p.m.

Wallace E. Nelson, Chairman

Clerk to the Board

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**REGULAR MEETING**

April 1, 2019  
7:00 p.m.

The Perquimans County Board of Commissioners met in a regular meeting on Monday, April 1, 2019, at 7:00 p.m. in the Commissioners Room located on the first floor of the Perquimans County Courthouse Annex.

- MEMBERS PRESENT:** Wallace E. Nelson, Chairman  
Joseph W. Hoffer  
Alan Lennon  
Fondella A. Leigh, Vice Chair  
T. Kyle Jones  
Charles Woodard
- MEMBERS ABSENT:** None
- 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 Lennon gave the invocation and the Chairman led the Pledge of Allegiance.

**AGENDA**

Chairman Nelson said that he had one change in the Agenda. Sharon Smith, Tourism Director, will not be here tonight due to illness. We will move the 2019 Litter Sweep Resolution to new business. T. Kyle Jones made a motion to approve the Agenda, as amended. The motion was seconded by Joseph W. Hoffer. 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 Fondella A. Leigh.

1. Approval of Minutes: March 4, 2019 Regular Meeting and March 18, 2019 Work Session (cancelled).
2. Personnel Matters:

Employee Name	Employee Job Title	Action Required	Grade/Step	New Salary	Effective Date
Aunmarie Shine	Part-Time Certified Telecommunicator	Promotion	62/1	\$13,74/hr.	03/01/2019
Hazelene Miller	P/T F/I Certified Telecommunicator	Remove from Roster			04/01/2019
Katherine Weiss	P/T F/I Certified Telecommunicator	Remove from Roster			04/01/2019
Robert L. Wood, Jr.	P/T F/I Certified Telecommunicator	Remove from Roster			04/01/2019
Debbie Proctor	Adm. Asst - Building Inspections	Retirement			07/01/2019
Rasha Griffin	Secretary - Cooperative Extension	Retirement			04/30/2019
Cody J. Chappell	Full-Time Paramedic	Appointment	68/1	\$37,221	04/01/2019

3. Step/Merit Increases:

Employee Name	Employee Job Title	Grade/Step	New Salary	Effective Date
Darlene Lind	Certified Telecommunicator Fill-In	62/3	\$14,43/hr.	04/01/2019
Sue Ann Cestaro	Certified Telecommunicator	62/3	\$38,011	04/01/2019
Rebecca Coprew	IMC Supervisor II	67/5	\$39,271	04/01/2019
Caitlyn Gardner	IMC II	63/1	\$29,869	04/01/2019
Stephen Chappell	Animal Control Officer	62/7	\$33,089	04/01/2019
Rhonda Mconey	GIS Mapper/Planner	70/12	\$53,177	04/01/2019
Darlene Lind	Certified Telecommunicator Fill-In	62/3	\$14,43/hr.	04/01/2019

4. Budget Amendments:

**BUDGET AMENDMENT NO. 16  
GENERAL FUND**

CODE NUMBER	DESCRIPTION OF CODE	AMOUNT	
		INCREASE	DECREASE
10-348-023	Range Management	12,000	
10-510-336	Range Management	12,000	
EXPLANATION: To amend FY 18/19 budget to include range maintenance in the Sheriff's budget.			

BUDGET AMENDMENT NO. 17  
GENERAL FUNDS

CODE NUMBER	DESCRIPTION OF CODE	AMOUNT	
		INCREASE	DECREASE
10-510-740	Sheriff - Capital Outlay		6,385
10-510-160	Maintenance/Repair Equipment	2,610	
10-510-170	Maintenance/Repair Vehicles	3,775	
<b>EXPLANATION:</b> Transfer remaining capital outlay funds to cover FY 18/19 maintenance expenses.			

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

NAME	BOARD	ACTION	TERM	EFFECTIVE DATE
Deborah Pfennig	Community Advisory Committee (initial appt.)	Appointment	1 yr.	04/01/2019
Walker Rayburn, Jr.	Community Advisory Committee (initial appt.)	Appointment	1 yr.	04/01/2019

7. 2019 Memorandum of Participation for Separation Allowance Benefit: The following Memorandum of Participation for Separation Allowance Benefit was approved by the Board:

2019 MEMORANDUM OF PARTICIPATION  
FOR SEPARATION ALLOWANCE BENEFIT



UNIT: Perquimans County  
 MAILING ADDRESS: P.O. Box 45  
 CITY: Hertford ZIP CODE: 27944  
 NAME: Frank Heath  
 TITLE: County Manager  
 PHONE #: ( 252 ) 426-8484  
 EMAIL ADDRESS: frankheath@perquimanscountync.gov

On behalf of the unit government noted above, we agree to engage Cavanaugh Macdonald Consulting, LLC to prepare the disclosures required under GASB Statement No. 73 for the Special Separation Allowance for Law Enforcement Officers.

I have read the terms listed on the cover memorandum that outlines conditions and fees of the contract related to reporting requirements under GASB Statement No. 73. Should my unit of government determine at any point that we do not want to continue our participation in the Actuarial Study Program, we will notify Cavanaugh Macdonald Consulting by letter of our desire to cancel. In order to complete the report in time for Fiscal Year 2019 reporting, CMC will need to receive all requested information no later than May 15<sup>th</sup>, 2019.

I understand that we will be billed directly by Cavanaugh Macdonald Consulting, LLC and copies of the actuarial report will be emailed to our office by Cavanaugh Macdonald Consulting by July 31, 2019.  
**DO NOT PAY CAVANAUGH MACDONALD CONSULTING, LLC IN ADVANCE.**

By signing this document I have accepted the terms and conditions outlined in the cover memorandum and agree to pay Cavanaugh Macdonald Consulting upon the completion of all work.

Signed this 1<sup>st</sup> day of April, 2019.

(SIGNATURE) \_\_\_\_\_  
County Manager  
 (TITLE)

Cavanaugh Macdonald Consulting, LLC  
 3650 Busbee Parkway, Suite 250, Kennesaw, GA 30144  
 NCSSALEO@CavMacConsulting.com

**KATELYN ROBERTSON, DIRECTOR – TRI-COUNTY ANIMAL SHELTER**

Ms. Robertson, Director of the Tri-County Animal Shelter, provided the following report to the Board:

Animal Shelter Report to Perquimans County Commissioners – April 1, 2019

- Introduction
  - o Good evening, my name is Katelyn Robertson and I'm the director of the animal shelter. I've been a resident of Chowan County all of my life and I worked as a veterinarian technician at Chowan Animal Hospital before taking on the position of shelter director last May.
  - o I am a certified veterinary assistant and since I've been at the shelter, I have received the following certifications: euthanasia by injection, CPR/First Aid for animals, rabies vaccinator, and animal sheltering for professionals.
  - o I have watched countless webinars, attend classes offered through the North Carolina Animal Federation, and attended the 2018 Carolinas Unite Animal Professionals conference all to further my education and resource knowledge for the animal shelter world.
- Goals
  - o When I began this position, I had two main goals...increase the foot traffic at the shelter and increase the number of adoptions. I am pleased to report that these goals are continually being met.
  - o I have attended club meetings in Perquimans, school events in Gates, and multiple activities in Chowan to promote the shelter.
- Statistics
  - o 2018 proved to be a good year for the shelter. We adopted out 184 more animals than 2017 and 132 more animals than 2016. We euthanized 123 less animals than 2017 and 125 less animals than 2016.
  - o Our statistics for 2018 were: total intake of 1532, 211 adopted, 297 transferred to rescue, 99 returned to owner, and 889 euthanized.
  - o We have made multiple new rescue and shelter partners that have taken on some of our less adoptable animals and helped us out when we've gotten close to capacity.
- Miscellaneous
  - o I came into this position not really sure what to expect and having to learn a lot. With the help of my staff (who has been so wonderful to me), our animal control officers, our County managers, AWARE volunteers, all of our commissioners and the public, Tri County continues to improve.
  - o We have been blessed with an abundance of donations, both monetary and physical, both of which we are ever so grateful for. After the hurricane we were able to send a truck bed full of dog & cat food, cat litter, treats, cleaning supplies, and toys to victims that needed it. We also were able to send donations to Coast Guard families affected by the government shutdown.
  - o I'm thankful to be in this position and I hope to continue to make a difference in the lives of the people and animals we serve at Tri County.
  - o Phase I of the Shelter's renovation has been completed and they already love the extra space. This has allowed them to have separate rooms for feral and sick cats as well as a space for pregnant or nursing dogs and cats. Her staff eagerly awaits the completion of Phase II and the benefit it will mean to them and to the animals they serve.

After her comments and reports, Chairman Nelson asked if there were any questions or comments. Commissioner Lennon and County Manager Heath made a few comments. Chairman Nelson thanked Ms. Robertson for coming tonight and for all they do at the Tri-County Animal Shelter.

### PRESTON SPEAR, PERQUIMANS COUNTY VETERANS' SERVICES OFFICER

After distributing the job description for the Veterans' Services Officer, Mr. Spear gave a brief overview of his life and experience as a Veteran. He presented a report on the veterans in Perquimans County. Once his remarks were completed, Chairman Nelson asked if there were any questions or comments from the Board. Commissioner Hoffer asked if he was able to get his job completed within the allotted eight hours a week. Mr. Spear said that he could. Chairman Nelson thanked him for bringing his report tonight and for all his work with the Perquimans County Veterans.

### LILLIAN HOLMAN, SENIOR TAR HEEL LEGISLATIVE UPDATE

Ms. Holman explained that she is the Senior Tar Heel Legislative delegate for Perquimans County and presented her report of the N.C. Senior Tar Heel Legislature 2019 Priorities. She distributed copies of a fact sheet explaining each of the following priorities:

- > Increase funding for Home Community Care Block Grant (HCCBG)
- > Maintain & increase funding for Senior Centers
- > Increase funding for Project Caregiver Alternatives to Running on Empty (C.A.R.E.)
- > Strengthen & fund N.C.'s Adult Protective Services Program (APS)
- > Staff to Patient Ratios in Nursing Homes

Ms. Holman thanked the Board for allowing her to serve and for our Senior Center. Ms. Holman encouraged the Commissioners to talk to our representatives and encourage them to support the priorities from the Senior Tarheel Legislative Committee. Chairman Nelson thanked her for serving and asked if there were any questions or comments from the Board. There being none, Mr. Nelson called the next speaker.

### BRIAN HARVILL, VIDANT CHOWAN HOSPITAL

Mr. Harvill introduced himself and provided the Board with an overview of things happening at Vidant Hospital. During his overview, he encouraged the Commissioners to contact their representatives to consider voting against the State Treasurer's plan to reduce reimbursements to local hospitals from the State Health Plan. This will be devastating to the local hospitals including Vidant.

### BILL JENNINGS, TAX ADMINISTRATOR

Mr. Jennings stated that, because today was the first day of the month, he could not provide the Board with the regular collection report but did report that the finance/tax computer upgrade should be completed by June, 2019. He did remind the Board that, in May, the Board of Equalization & Review will reconvene prior to the May 6, 2019 Regular Meeting. At this time, there are no appointments.

### SUSAN CHANEY, SOCIAL SERVICES DIRECTOR

Ms. Chaney did not present her monthly report but did present information on the Medicare Manage Care Program. She also explained about the government shutdown problems with NCFAS.

### COMMISSIONER'S CONCERNS/COMMITTEE REPORTS

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

- > **Chairman Nelson:** Mr. Nelson reported on the following concerns:

- **Report from Trillium Northern Region Advisory Board:**

#### Medicaid Reform

1. NC Department of Health and Human Services has reached out to NC Association of County Commissioners for their input in determining the regions for the Tailored Plans.
2. NCACC will appoint a committee of county commissioners and each MCO will recommend 1 commissioner to join the committee to put together a plan for the regions.
3. Plan is due to the Division by June 1, 2019.
4. Wally Overman, county commissioner from Dare County has been appointed by Trillium to serve on that committee.

#### Standard Plans

1. Will be rolled out in two phases. Phase 1 will be implemented in November 2019 in the Piedmont and the Triangle regions of the state. Phase 2 will roll out in all other regions in February 2020.
2. Care Management in the Tailored Plan - proposals are currently being discussed to develop a more robust care management system for the Tailored Plan than is currently offered by the MCO. Proposal suggests that the care management for the Tailored Plan will be managed by outside providers rather than the MCO's.

#### URAC Accreditation

1. Trillium was successful in earning our 3 year re-accreditation for the Call Center, Utilization Management, and Network Operations.

#### Senate Bill 630

1. All MCO's will adopt a Community Crisis Plan.
2. Community Crisis Plan includes separate plans known as Local area crisis service plans.
3. The local area crisis service plans will include (1) Transportation Agreement to be developed by counties, (2) identify locations to receive a First commitment exam/health screening, (3) identify trainings identified recommended by MCO for law enforcement of their designs, (4) Participation by law enforcement, hospitals, magistrates, commitment examiners, and MCO's and must all sign off on the plans.
4. Transportation Agreement - responsibility of County, to be developed for the custody and transportation of IVC's.
5. Law enforcement, hospitals, and mental health providers shall participate in developing the Transportation Agreement.
6. The transportation Agreement shall identify where the respondents will be transported to receive the commitment evaluations.
7. The transportation Agreement will identify law enforcement or other designees to participate in the transport of IVC.
8. Other designees will be required to take training recommended by MCO identified in the agreement.

#### Health Information Exchange/Electronic Health Record

1. Trillium is experiencing an increase in voluntary terminations of Medicaid contracts particularly in the Southern Region. We suspect it is related to the June 1 deadline for Medicaid providers to implement an Electronic Health Record so that they can connect to the Health Information Exchange at the State.
2. In the past when we have had terminations it was usually because they were not seeing Medicaid consumers. Now the terminations sometimes affect as many as 50 consumers.
3. There are rumors that the State may try to do something legislatively to delay the process but so far the Secretary is sticking to the June 1 date.

- **College of the Albemarle (COA)**

Mr. Nelson informed the Board that the COA Library Ribbon Cutting will be held this Thursday, April 4<sup>th</sup>, from 10:00 - 11:30 a.m. at the COA Charles H. Ward Library. Since Mr. Ward was a Perquimans County resident and long-time member of the Perquimans County Board of Commissioners, he encouraged the members to make plans to attend.

- **Perquimans County Board of Education:** Mr. Nelson explained to the Board that they were invited to attend the Board of Education meeting tonight where they were going to select a new superintendent. He reported that Tanya Turner was appointed the new superintendent.

- > **Commissioner Hoffer:** Mr. Hoffer expressed his concern about an article in the March 17<sup>th</sup> *Daily Advance* written by Holly Audette, a guest columnist. According to Mr. Hoffer, she made some grossly incorrect statements

within the article and cited a few. He stated that he responded to her comments and his response was in yesterday's paper (March 31, 2019).

- > **Commissioner Jones:** Mr. Jones informed the Board that the plaque and portrait that was presented to the County in honor of Janice Cole has been installed.

#### LANDON D. MASON, ECONOMIC IMPROVEMENT COUNCIL

After apologizing for his tardiness, Mr. Mason gave an overview of what the Economic Improvement Council has accomplished over the last year. After his presentation, he asked the Board to consider giving the Economic Improvement Council \$20,000 this FY 2019-20. County Manager Heath explained that all budget requests are usually sent in writing so if he could send a letter to Mr. Heath, he would be glad to place it with the requests for appropriation for FY 2019-20. Mr. Heath further stated that the entire budget amount to run the entire County is \$15.6 million. According to Mr. Mason, their entire budget is \$22.0 million that is \$7 million more than what our budget is. After answering several questions from the Board, Chairman Nelson thanked Mr. Mason for coming and giving his report.

#### UPDATES FROM COUNTY MANAGER

County Manager Heath presented the following updates:

- > **County Assembly Day:** Mr. Heath reported that County Assembly Day will be held on May 8<sup>th</sup> instead of May 1<sup>st</sup>. He said that he would be going and other commissioners are invited to attend.
- > **Albemarle District Jail:** Mr. Heath said that they are still working with Albemarle District Jail to pick up trash along our roads. He had sent out a list of roads that they are going to be working on to the Board. They have already completed Woodville Road, Snug Harbor Road, and will be working on Center Hill Highway soon. This will tie in with the Operation Litter Sweep program that the Board will be adopting a Resolution for later in the meeting.
- > **Emergency Operations Center (EOC) Exercise:** On April 16<sup>th</sup>, the County will be holding an EOC Training Exercise. This will help inform the workers on how to operate an EOC should a disaster occur.
- > **Budget Schedule:** Mr. Heath stated that he had forwarded an almost finalized Budget Work Session Schedule. We are awaiting a confirmation from the School System for the April 13<sup>th</sup> or 15<sup>th</sup> Joint Session with the Board of Education.
- > **NC Northeast State of the Region Meeting:** On Thursday, Mr. Heath and Ms. Leigh will be attending the NE Forum.
- > **Visit with Legislators:** On Wednesday, Mr. Heath and Mr. Nelson will be meeting with our legislators to lobby for Marine Park funds along with other important issues for the County.

#### BOARD APPOINTMENT: BOARD OF ADJUSTMENT (MEMBER)

With the resignation of Pamela Hurdle, we have a vacancy on the Board of Adjustment for a voting member. Mr. Heath explained that Ms. Hunnicutt, Clerk to the Board, forwarded a copy of Terissa Blanchard's Statement of Interest to Serve application explaining that she was interested in serving on this Board. He further stated that Ms. Blanchard had served on several County Boards and had done an outstanding job. On motion made by T. Kyle Jones, seconded by Fondella A. Leigh, the Board unanimously appointed Terissa Blanchard to replace Pam Hurdle as a voting member on the Board of Adjustments for a three-year term effective April 1, 2019.

#### PCG LANDFILL BILLING ERROR

At the Board's October 15, 2018 Work Session, the Board discussed the PCG Landfill Billing error that began in November, 2017. Per the Board's instructions at the October Work Session, Chairman Nelson and Frank Heath would discuss the matter with Battle Betts, Director of Albemarle Regional Health Services (ARHS). Mr. Nelson has discussed the PCG Billing Error with Mr. Betts and he is recommending that, starting in April, 2019, ARHS will be adding 1/12th of the outstanding balance of \$118,126.40 ( $\$118,126.40 \div 12 = \$9,843.87$ ) to each monthly bill until the balance is paid. For this fiscal year, it will equal 25% of the balance due. On motion made by T. Kyle Jones, seconded by Charles Woodard, the Board unanimously approved the proposal made by Albemarle Regional Health Services.

#### REQUEST TO RENEW "NO COST" LEASE AGREEMENT WITH PROBATION/PAROLE

County Manager Heath presented a request from Probation/Parole for a three year extension of the "No Cost" Lease Agreement for space in the Courthouse Annex Building. On motion made by Alan Lennon, seconded by Charles Woodard, the following "No Cost" Lease Agreement was unanimously approved by the Board:

**THIS LEASE DOES NOT BECOME EFFECTIVE UNTIL EXECUTED  
BY THE NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY**

STATE OF NORTH CAROLINA

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between COUNTY of PERQUIMANS hereinafter designated as Lessor, and the STATE OF NORTH CAROLINA, hereinafter designated as Lessee;

**WITNESSETH:**

WHEREAS, authority to approve and execute this lease agreement was delegated to the Department of Administration by resolution adopted by the Governor and Council of State on the 1<sup>st</sup> day of September, 1981; and

WHEREAS, the Department of Administration has delegated to this State agency the authority to execute this lease agreement by a memorandum dated the 18<sup>th</sup> day of January, 2017; and

WHEREAS, the parties hereto have mutually agreed to the terms of this lease agreement as hereinafter set out,

NOW THEREFORE, in consideration of the rental hereinafter agreed to be paid and the terms and conditions hereinafter set forth, Lessor does hereby let and lease unto Lessee and Lessee hereby takes and leases from Lessor for and during the period of time and subject to the terms and conditions hereinafter set out certain space in the City of Hertford, County of Perquimans, North Carolina, more particularly described as follows:

Being +/- 400 net square feet of office space located at 110 Church Street, Hertford, Perquimans County, North Carolina.

(DEPARTMENT OF PUBLIC SAFETY-PROBATION and PAROLE)

THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT ARE AS FOLLOWS:

1. The term of this lease shall be for a period of three (3) Years commencing on the 1st day of May, 2019 or as soon thereafter as the leased premises are ceded to the Lessee and terminating on the 29th day of April 2022.
2. The Lessee shall pay to the Lessor as rental for said premises the sum of \$1.00 Dollars per term to be payable within five (5) days from receipt of invoice in triplicate.



The Lessee agrees to pay the aforesaid rental to Lessor at the address specified, or, to such other address as the Lessor may designate by a notice in writing at least fifteen (15) days prior to the due date.

3. Lessor agrees to furnish to the Lessee, as a part of the consideration for this lease, the following services and utilities to the satisfaction of the Lessee.

- A. Heating facilities, air conditioning facilities, adequate electrical facilities, adequate lighting fixtures and sockets, hot and cold water facilities, and adequate toilet facilities.
- B. Janitorial services and supplies including maintenance of lawns, parking areas, common areas and disposal of trash.
- C. All utilities except telephone.
- D. Parking, as available.
- E. The lessor covenants that the leased premises are generally accessible to persons with disabilities. This shall include access into the premises from the parking areas (where applicable), into the premises via any common areas of the building and access to an accessible restroom.

4. During the lease term, the Lessor shall keep the leased premises in good repair and tenable condition, to the end that all facilities are kept in an operative condition. Maintenance shall include, but is not limited to furnishing and replacing electrical light fixture ballasts, air conditioning and ventilating equipment filter pads, if applicable, and broken glass. In case Lessor shall, after notice in writing from the Lessee in regard to a specified condition, fail, refuse, or neglect to correct said condition, or in the event of an emergency constituting a hazard to the health or safety of the Lessee's employees, property, or invitees, it shall then be lawful for the Lessee in addition to any other remedy the Lessee may have, to make such repair at its own cost and to invoice the amount thereof to the Lessor for reimbursement. The Lessor reserves the right to enter and inspect the leased premises, at reasonable times, and to make necessary repairs to the premises.

5. It is understood and agreed that Lessor shall, at the beginning of said lease term as hereinabove set forth, have the leased premises in a condition satisfactory to Lessee, including repairs, painting, partitioning, remodeling, plumbing and electrical wiring suitable for the purposes for which the leased premises will be used by Lessee.

6. The Lessee shall have the right during the existence of this lease, with the Lessor's prior consent, to make alterations, attach fixtures and equipment, and erect additions, structures or signs in or upon the leased premises. Such fixtures, additions, structures or signs so placed in or upon or attached to the leased premises under this lease or any prior lease of which this lease is an extension or renewal shall be and remain the property of the Lessee and may be removed therefrom by the Lessee prior to the termination of this lease or any renewal or extension thereof, or within a reasonable time thereafter. The Lessee shall have no duty to remove any improvement or fixture placed by it on the premises or to restore any portion of the premises altered by it. In the event Lessee elects to remove his improvements or fixtures and such removal causes damage or injury to the demised premises, Lessee will repair only to the extent of any such damage or injury.

7. If the said premises is destroyed by fire or other casualty without fault of the Lessee, and or partial destruction or damage by fire or other casualty without fault of the Lessee, so as to render the premises untenable in whole or in part, and during such period of repair the Lessee with concurrence of the County shall have the right to obtain similar office space by lease at the expense of Lessee with reimbursement from the County (if the County can't provide suitable office space).

8. Lessor shall be liable to Lessee for any loss or damages suffered by Lessee which are a direct result of the failure of Lessor to perform an act required by this lease, and provided that Lessor could reasonably have complied with said requirement.

9. Upon termination of this lease, the Lessee will peaceably surrender the leased premises in as good order and condition as when received, reasonable use and wear and damage by fire, war, riots, insurrection, public calamity, by the elements, by act of God, or by circumstances over which Lessee had no control or for which Lessor is responsible pursuant to this lease, excepted.

10. The Lessor agrees that the Lessee, upon keeping and performing the covenants and agreements herein contained, shall at all times during the existence of this lease peaceably and quietly have, hold, and enjoy the leased premises free from the adverse claims of any person.

11. The failure of either party to insist in any instance upon strict performance of any of the terms and conditions herein set forth shall not be construed as a waiver of the same in any other instance. No modification of any provision hereof and no cancellation or surrender thereof shall be valid unless in writing and signed and agreed to by both parties.

12. Any hold over after the expiration of the said term or any extension thereof, shall be construed to be a tenancy from month to month, and shall otherwise be on the terms and conditions herein specified, so far as applicable; however, either party shall give not less than sixty (60) days written notice to terminate the tenancy.

13. The parties to this lease agree and understand that the continuation of this lease agreement for the term period set forth herein, or any extension or renewal thereof, is dependent upon and subject to the appropriation, allocation or availability of funds for this purpose to the agency of the Lessee responsible for payment of said rental. The parties to this lease also agree that in the event the agency of the Lessee or that body responsible for the appropriations of said funds, in its sole discretion, determines, in view of its total local office operations that available funding for the payment of rents are insufficient to continue the operation of its local offices on the premise leased herein, it may choose to terminate the lease agreement set forth herein by giving Lessor written notice of said termination, and the lease agreement shall terminate immediately without any further liability to Lessee.

14. All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows: To the Lessor at P. O. Box 45, Hertford, North Carolina 27944 and the Lessee at 3030 Hammond Business Place, 4227 Mail Service Center, Raleigh, North Carolina 27699-4227. Nothing herein contained shall preclude the giving of such notice by personal service. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice.

15. "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 response 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."

[Remainder of page intentionally left blank; signatures on following pages]

IN TESTIMONY WHEREOF, this lease has been executed by the parties hereto, in duplicate originals, as of the date first above written.

STATE OF NORTH CAROLINA

By: \_\_\_\_\_ (SEAL)  
Joanne Rowland,  
Director of Purchasing & Logistics

LESSOR:

\_\_\_\_\_  
The County of Perquimans  
Frank Heath, County Manager

ATTEST:

\_\_\_\_\_  
Secretary  
(CORPORATE SEAL)

STATE OF NORTH CAROLINA  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for the County and State aforesaid, do hereby certify that Frank Heath, personally came before me this day and acknowledged that he is the Perquimans County Manager, and that by authority and given as an act of and acknowledged the due execution of the foregoing instrument in its name.

WITNESS my hand and Notarial Seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF NORTH CAROLINA

COUNTY OF \_\_\_\_\_

I, Wanda B. Hicks, a Notary Public in and for the County of Johnston and State aforesaid, do hereby certify that Joanne Rowland, personally appeared before me this date and acknowledged the due execution by her of the foregoing instrument as Director of Purchasing and Logistics of the Department of Public Safety of the State of North Carolina, for the purposes therein expressed.

WITNESS my hand and Notarial Seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

My commission expires August 19, 2019

Notary Public

**SALE OF SURPLUS EQUIPMENT**

County Manager Heath reported that, with the help of the Finance Office and Helen Hunter, we have sold the following surplus item on GovDeals. The highest bids on the items are as follows:

ITEM	SERIAL/VIN NO.	DATE SURPLUSED	START BID	SOLD AMOUNT
1998 Ditch Witch	SN P0481	11/6/2017	\$2,000	\$5,175
1998 Hudson 15' Trailer	VIN 293	11/6/2017	\$500	\$725
2007 Undercover Bed Cover		11/6/2017	\$50	\$20
Mighty Mole Boring Machine M-1800	SN 95070804	11/16/2017	\$50	\$206
Fairbanks Weighing Scale AENL3	#E13647	11/6/2017	\$50	\$31

Mr. Heath recommends the sale of this equipment. On motion made by Joseph W. Hoffer, seconded by Charles Woodard, the Board unanimously approved the sale of these items on GovDeals.

**PETITION: THE SHORES AT LANDS END**

County Manager Heath explained the process to add roads onto the NCDOT State Maintenance System. During the discussion, Commissioner Jones asked that, because he owns property on Sandpaper Drive, he be recused from voting on this matter. County Attorney High concurred with Mr. Jones and explained the process to approve his request to be recused from voting on this matter. On motion made by Joseph W. Hoffer, seconded by Fondella A. Leigh, the Board unanimously approved to allow Mr. Jones to be recused from voting on the petition to add the roads in The Shores at Lands End Subdivision to the NCDOT State Maintenance System. On motion made by Alan Lennon, seconded by Fondella A. Leigh, the Board approved to authorize the Clerk to the Board to forward the petition to add the roads located in The Shores at Lands End Subdivision to the NCDOT State Maintenance System with Commissioner Jones recusing himself from the vote.

**SPRING LITTER SWEEP RESOLUTION**

In the absence of Sharon Smith, County Manager Heath presented the Spring Litter Sweep Resolution for Board consideration. On motion made by Charles Woodard, seconded by Fondella A. Leigh, the Board unanimously authorized the following Spring Litter Sweep Resolution:

**PROCLAMATION  
2019 SPRING LITTER SWEEP  
COUNTY-WIDE CLEANUP**

*April 13-27, 2019*

**NORTH CAROLINA:** At the business meeting of the Perquimans County Board of Commissioners in the Perquimans County Courthouse Annex, Hertford, North Carolina, on Monday, April 1, 2019, the following Proclamation was presented and adopted:

Whereas, Perquimans County is rich in beauty and natural resources; and

Whereas, the Board of Commissioners of Perquimans County strives to improve the quality of life in our community through enhanced community awareness, education and public/private partnerships working together on projects that keep our environment clean and free of debris, beautify our neighborhoods and public spaces, and instill pride and a sense of ownership in our community; and

Whereas, Perquimans County citizens realize a cleanup effort is needed to display pride in our community for ourselves, our visitors, and for business prospects; and

Whereas, all people, regardless of race, gender, income, or geography, have a moral right to a healthy, sustainable environment with economic growth; and

Whereas, all residents of Perquimans County have a citizenship responsibility to protect and care for the beauty and natural resources of Perquimans County, and a countywide cleanup campaign will encourage individuals to participate in the improvement of their community's environment through the three main focus areas of litter prevention, waste reductions and recycling, and beautification;

Whereas, Governor Roy Cooper has proclaimed April 13-27, 2019 as Litter Sweep time in North Carolina in conjunction with the North Carolina Department of Transportation Biannual Cleanup Drive; then

Now, Therefore, Be It Proclaimed, that the Perquimans County Board of Commissioners proclaim April 13-27, 2019 as "2019 SPRING LITTER SWEEP COUNTY-WIDE CLEANUP" in Perquimans County, North Carolina, and encourages all communities, civic and professional groups, businesses, churches, schools, families and individual citizens to take an active role in making the communities in Perquimans County a more beautiful place to live, work and play.

Given under my hand this 1<sup>st</sup> day of April, 2019.

ATTEST

\_\_\_\_\_  
Mary P. Hunicutt, Clerk to the Board

(SEAL)

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

\_\_\_\_\_  
Frank Heath, County Manager  
Perquimans County

**PUBLIC COMMENTS**

The following public comment was made:

- > **Steven Samonsky:** Mr. Samonsky, a disabled Veteran, explained that he came before the Board last month to discuss changing the regulations with regard to the distance required when hunting and shooting firearms. He asked if the

Board had discussed the issue. He gave additional information on the importance of changing the regulations. He asked that the Board's answer to his request come to him in writing.

**CLOSED SESSION: LEGAL MATTER/NEGOTIATION FOR SALE/LEASE OF REAL ESTATE MATTER & CLOSED SESSION MINUTES**

Pursuant to NC General Statute 143-318.11(3)(5), Alan Lennon made a motion to go into Closed Session to discuss a legal matter, a negotiation for sale/lease of real estate matter, and to approve closed session minutes. The motion was seconded by Fondella A. Leigh and unanimously approved by the Board.

The Closed Session was adjourned and the Regular Meeting reconvened on motion made by Alan Lennon, seconded by Charles Woodard, and unanimously approved by the Board. No action required from the Closed Session.

**ADJOURNMENT**

There being no further comments or business to discuss, the Regular Meeting was adjourned at 9:20 p.m. on motion made by Charles Woodard, seconded by Fondella A. Leigh.

Wallace E. Nelson, Chairman

Clerk to the Board

\*\*\*\*\*

**JOINT WORK SESSION**

April 15, 2019

6:00 p.m.

The Perquimans County Board of Commissioners met in a Joint Work Session with the Perquimans County Board of Education on Monday, April 15, 2019, at 6:00 p.m. at the Board of Education's Central Office located at 411 Edenton Road Street, Hertford, NC 27944.

**BOARD OF COMMISSIONERS**

<b>MEMBERS PRESENT:</b>	Wallace Nelson, Chairman Joseph W. Hoffer Alan Lennon	Fondella Leigh, Vice Chair Kyle Jones Charles Woodard
<b>MEMBERS ABSENT:</b>	None	

**BOARD OF EDUCATION**

<b>MEMBERS PRESENT:</b>	Anne White, Chair Matthew Peeler	Amy Spough, Vice Chair Leary Winslow
<b>MEMBERS ABSENT:</b>	Russell Lassiter & Arlene Yates	

**OTHERS PRESENT**

Frank Heath, County Manager	Mary Hunnicutt, Clerk to the Board
Tracy Mathews, County Finance Officer	James Bunch, Interim Superintendent
Larissa York, Finance Officer	Jeffrey Miller, Director of Transportation
James Davison, Director of Maintenance	Mary Kaye Peele, Administrative Assistant
Tanya Turner, Newly Appointed Superintendent	John Lassiter, Principal – Hertford Grammar
Jill Cohen, Director of CTE	Martha Nixon – Chief Technology Officer

Chair Anne White called the meeting to order. Leary Winslow led the pledge and Vice Chair Spough gave the invocation. After approving the Agenda, Ms. White welcomed everyone and then introduced the newly appointed Superintendent, Tanya Turner, who will be sworn in on April 29<sup>th</sup>. She then turned the meeting over to Interim Superintendent Bunch. Mr. Bunch explained that they had a three-part presentation for your consideration: information about the Schools, Budget for FY 2019-20, and Capital Outlay.

**INFORMATION ABOUT THE SCHOOLS**

Mr. Bunch presented pictures of great things that are happening at Perquimans County Schools. John Lassiter and Jill Cohen also made comments during this period.

**BUDGET FOR FY 2019-20**

Mr. Bunch turned the meeting over to Larissa York, Finance Officer, who presented the following items for FY 2019-20:

Overview of FY 2018-19 Budget	FY 2018-19 Highlights
ADM (Average Daily Membership)	FY 2019-20 Budget Issues
Local Government History	

Ms. York presented the following FY 2019-20 Budget Issues:

Federal Budget Cuts of 2%	Retirement Contributions Increase 1.62%
Hospitalization Costs -- increase of \$245/employee	Teacher Salary & Supplement Increases
Classified Employee Salary Increases	Bridge Closures
Fuel & Utility Price Increases	

**CAPITAL OUTLAY ITEMS**

Mr. Bunch turned the meeting over to James Davison, Director of Maintenance, who gave an overview of the Capital Outlay projects for FY 2019-20. He opened his remarks by reporting that his original request amount was \$1.4 million. After negotiations with Mr. Bunch and the Board of Education, he reduced the amount to be requested to \$764,000. The proposed projects include the following:

**Lands & Buildings**

<i>Perquimans County High School:</i>	
Building G Renovations	DDC Controls for HVAC
Kitchen Equipment: Phase 1 of 4	Ramp for Graduation
Auditorium Renovations (Building C)	
Teachers' Lounge	
Staff Bathroom	
Stage Area	

Hertford Grammar School:  
Insulation on Chill Water Line  
Maintenance Building:  
Roof Replacement  
Engineering Fees

Asbestos Removal – Building B  
Transportation Building:  
Heater in One of the Bay Areas

Furniture & Equipment

Perquimans County Middle School:  
Bleachers  
Perquimans Central School:  
Replace Aged Risers

Mr. Davison turned it over to Jeffrey Miller, Director of Transportation, who presented the following transportation requests:

Vehicles:

Replace 1 – Maintenance Truck  
Fire Truck – this is the third year of a 6-yr lease\*  
Replace 30 passenger 1997 Mini Activity Bus  
Replace 1 – Central Office Car  
Paint 2004 Activity Bus\*\*

Mr. Miller said that their desire is to align the replacements of Activity Buses with the State Maintenance Schedule which is to replace bus after 20 years or 250,000 miles, whichever comes first.

\*Mr. Bunch explained that he had sent a letter to the Hertford Town Office requesting that they donate the fire truck. They have requested that Mr. Bunch come meet with them personally in a few weeks to formally present his request. He will be doing that in the near future.

\*\*Mr. Miller stated that in 2014 they had an engine failure in this vehicle and they have put a great deal of money into the bus so they want to keep it but it needs painting.

Mr. Davison made a few closing comments and asked if there were any questions. The following questions were asked:

- > Charles Woodard: Mr. Woodard asked if there is any organization working on getting the money back from students who leave the school for the Charter School and then returns to public schools within the current school year. Mr. Bunch said that he has not personally talked to our legislators but he will and should be in the near future. He also mentioned that there were 173 bills that related to school system that needed to be decided this year. One was about grants being offered to the Charter Schools, with the proposed Elaine Riddick Charter School applying for it and receiving it. Also, he said that, at one time there was a 100 Charter School Cap but this is not the case anymore. A representative from Durham has asked to go back to the 100 Charter School Cap until the Charter Schools are investigated to see if they are doing their job properly. Mr. Bunch said that we need to work harder on making our school systems better and show the State that we are doing what we need to do for our children.
- > Wallace Nelson: Mr. Nelson asked about the quality of our technology training. Mr. Bunch turned that question over to their Chief Technology Officer, Martha Nixon. Ms. Nixon stated that the Perquimans County School System is doing well. During the conversation, County Manager Heath asked if they were recycling the iPads. Ms. Nixon said that they were giving them to Perquimans Central for Grade K through 2<sup>nd</sup> grade. He also asked what the typical life of a Chrome Book. Ms. Nixon said that it was five years. She would like for it to be four years because on the fifth year it becomes more costly.

ADJOURNMENT

There being no further questions or comments, Chair White made closing comments and invited all to the swearing in ceremony for Ms. Turner. Chairman Nelson thanked the Board of Education for hosting the meeting tonight and appreciates the lines of communication between these two Boards. County Manager Heath did talk to the Legislators a couple of weeks ago when he was in Raleigh about the school calendar flexibility and will talk to them about this funding issue when they return to Raleigh on May 8<sup>th</sup>. After all comments were made, Chair White of adjourned the meeting at 7:00 p.m.

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

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

\*\*\*\*\*  
WORK SESSION  
April 15, 2019  
7:00 p.m.

Due to a lack of business to discuss, the Perquimans County Board of Commissioners Work Session on April 15, 2019 was cancelled.

\*\*\*\*\*  
DEPARTMENTAL BUDGET PRESENTATIONS  
April 29, 2019  
5:00 p.m.

The Perquimans County Board of Commissioners met to receive the Departmental Budget Presentations on Monday, April 29, 2019, at 5:00 p.m. in the Commissioners Room located on the first floor of the Perquimans County Courthouse Annex.

MEMBERS PRESENT: Wallace Nelson, Chairman                      Fondella Leigh, Vice Chair  
Joseph W. Hoffer    Alan Lennon  
Charles Woodard

MEMBERS ABSENT: Kyle Jones

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

DEPARTMENTAL BUDGET PRESENTATIONS

The following department supervisors presented their budget requests for FY 2019-20:

- > 5:00 p.m. – Bill Jennings Tax Department
- > 5:30 p.m. – Jacob Peele – Soil Conservation
- > 6:00 p.m. – Nick Loties – Water Department
- > 6:30 p.m. – Holly Hunter – Board of Elections
- > 7:00 p.m. – Virgil Parrish – Inspections
- > 7:30 p.m. – Beverly Gregory – Senior Center

ADJOURNMENT

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

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

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

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DEPARTMENTAL BUDGET PRESENTATIONS

April 30, 2019

5:00 p.m.

The Perquimans County Board of Commissioners met to receive the Departmental Budget Presentations on Monday, April 30, 2019, at 5:00 p.m. in the Commissioners Room located on the first floor of the Perquimans County Courthouse Annex.

MEMBERS PRESENT: Wallace Nelson, Chairman                      Fondella Leigh, Vice Chair  
                          Joseph W. Hoffer    Kyle Jones  
                          Alan Lennon    Charles Woodard

MEMBERS ABSENT: None

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

DEPARTMENTAL BUDGET PRESENTATIONS

The following department supervisors presented their budget requests for FY 2019-20:

- > 5:00 p.m. – Howard Williams – Recreation Department
- > 5:30 p.m. – Jewel Winslow – Cooperative Extension
- > 6:00 p.m. – Shelby White – Sheriff's Department
- > 6:30 p.m. – Jackie Frierson – Register of Deeds
- > 7:00 p.m. – Jonathan Nixon – EMS/Emergency Management/Communications

ADJOURNMENT

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

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

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

\*\*\*\*\*

April 30, 2019

**Tax Refund: (Perquimans County)**

Thomas & Judith Lampley ..... \$1399.92  
Over assessed due to lack of being able to draw. Bob  
Pearson with Pearson Appraisal and I worked on house  
to get correct assessment.  
Account #: 259958

**Tax Release: (Perquimans County)**

Jerry Murray ..... \$878.40  
Once I received paperwork on house and appraisal, I  
could properly assess.  
Account#: 263446

EMPLOYMENT ACTION FORM

DATE SUBMITTED: April 18, 2019

COUNTY OF PERQUIMANS

STATUS: NEW EMPLOYEE/PROBATIONARY PERIOD/MERIT RAISE

NAME: Patricia Serino  
POSITION: Income Maintenance Caseworker I  
Working Against a II Position

SOC. SEC. NO.  
DEPT.: Social Services

EMPLOYEE EFFECTIVE DATE: May 1, 2019

GRADE: 61                  STEP: 3                  SALARY: \$ 28,719.00

ENDING DATE OF PROBATIONARY PERIOD:

CURRENT: GRADE:                  STEP:                  SALARY:

JOB PERFORMANCE EVALUATION

YEAR      1      2      3      4      (CIRCLE)

DATE OF SUCCESSFUL COMPLETION OF PROBATIONARY PERIOD AND

Date  
GRADE:      STEP:      SALARY: \$

DATE OF ANNUAL EVALUATION AND RECOMMENDATION FOR STEP

RAISE. (YEAR      2      3      4)  
GRADE:                  STEP:                  SALARY: \$

DATE OF EMPLOYEE TERMINATION:

RECOMMENDATION AND EFFECTIVE DATE FOR EMPLOYEE STEP/MERIT RAISE:  
Date:                  GRADE:                  STEP:                  SALARY: \$

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

\*\*\*\*\*

DEPARTMENT RECOMMENDATION

Suzan M Chaney

DATE: April 18, 2019

COUNTY MANAGER APPROVAL

Frank Heath

DATE: 4/29/19

FINANCE OFFICER

\_\_\_\_\_  
DATE: \_\_\_\_\_

**From:** Jonathan A. Nixon [mailto:jnixon@perquimanscountync.gov]  
**Sent:** Monday, April 01, 2019 7:53 PM  
**To:** 'Katherine Weiss'; 'Krystal Agosto'  
**Cc:** Mary Hunnicutt  
**Subject:** RE: [External] Employment

Thanks Kat and I wish you all the best. Hope your back gets better soon!

**Jonathan A. Nixon**, Emergency Services Director  
**Perquimans County Emergency Services**  
911 Communications – EMS – Emergency Management  
159 Creek Drive - PO Box 563  
Hertford, NC 27944  
252-426-5646 ext 105  
252-426-1875 Fax  
252-331-9817 Cell

Perquimans County's Vision: To be a community of opportunity in which to live, learn, work, prosper and play.

**From:** Katherine Weiss <kat.weiss09@gmail.com>  
**Sent:** Monday, April 01, 2019 7:47 PM  
**To:** Jonathon Nixon <jnixon@perquimanscountync.gov>; Krystal Agosto <kagosto@perquimanscountync.gov>  
**Subject:** [External] Employment

Sorry I have not gotten back to you sooner. I think it will be best to end my employment with Perquimans 911. I cant make the drive from where I lived now. I also have injured my back and I am out of work until further notice. I great appreciate the opportunities that you have given me. I hope the process that you have made so far continues to go well. Good luck to you all.

Sincerely

Katherine Weiss



**PERQUIMANS COUNTY  
DEPARTMENT OF SOCIAL SERVICES**

P.O. BOX 107  
Hertford, North Carolina 27944

**SOCIAL SERVICES BOARD**  
Terissa J. Blanchard, Chair  
Dianne M. Layden  
Charles Woodard

252-426-7373 – FAX 426-1240

**DIRECTOR**  
Susan M. Chaney

**MEMORANDUM**

Date: April 15, 2019

To: Frank Heath, County Manager  
Tracy Mathews, County Finance  
Mary Hunnicutt, Clerk to the Board  
Nicole Elliott, DSS Fiscal Officer

From: Susan Chaney, DSS Director *Susan Chaney*

Subject: Tameka Carter

Ms. Tameka Carter was terminated from the Perquimans County Department of Social Services on Friday, April 12, 2019 while in her probation period.

Attached is the Employee Action Form and a copy of her Monthly Time Sheet for the month of April for payroll purposes.

If you have any questions, do not hesitate to ask.

**Perquimans County's Vision**

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

EMPLOYMENT ACTION FORM

DATE SUBMITTED: April 15, 2019

COUNTY OF PERQUIMANS

STATUS: NEW EMPLOYEE/PROBATIONARY PERIOD/MERIT RAISE

NAME: Tameka Carter  
POSITION: Income Maintenance Caseworker I  
Working Against a II Position

SOC. SEC. NO.  
DEPT.: Social Services

EMPLOYEE EFFECTIVE DATE:

GRADE:                      STEP:                      SALARY: \$

ENDING DATE OF PROBATIONARY PERIOD:

CURRENT: GRADE:                      STEP:                      SALARY:

JOB PERFORMANCE EVALUATION

YEAR      1      2      3      4      (CIRCLE)

DATE OF SUCCESSFUL COMPLETION OF PROBATIONARY PERIOD AND

Date  
GRADE:      STEP:      SALARY: \$

DATE OF ANNUAL EVALUATION AND RECOMMENDATION FOR STEP

RAISE. (YEAR      2      3      4)  
GRADE:                      STEP:                      SALARY: \$

X DATE OF EMPLOYEE TERMINATION: APRIL 12, 2019

RECOMMENDATION AND EFFECTIVE DATE FOR EMPLOYEE STEP/MERIT RAISE:  
Date:                      GRADE:                      STEP:                      SALARY: \$

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

\*\*\*\*\*

DEPARTMENT RECOMMENDATION

COUNTY MANAGER APPROVAL

Suzan M Chaney

DATE: April 12, 2019

DATE: \_\_\_\_\_

FINANCE OFFICER

\_\_\_\_\_

DATE: \_\_\_\_\_

OFFICIAL RESIGNATION

TO: Howard Williams

FROM: Jonathan Blanchard

I, Jonathan Blanchard, hereby resign my position as Athletic Program Supervisor of the Perquimans County Recreation Department. I am giving this two week notice on April 18, 2019. My final day will be May 3, 2019. I have enjoyed working with the department these last 3 years but I will be leaving to take another position with my family's company.

I would like to thank the county of Perquimans and Mr. Williams for the opportunity to work with the recreation department and for the growth it has given me. I do not leave this position for any bad reasons. I wish the department and the county well and I will miss each of you.

-Jonathan Blanchard

Athletic Program Supervisor

4/18/19  
H Williams

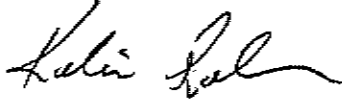
May 2, 2019

Mr. Nick Lories  
P.O. Box 7  
Hertford, NC 27944

Dear Mr. Lories:

I have worked for the County of Perquimans for several years, and I have enjoyed my time with the County. Effective August 1, 2019, I wish to retire.

Thank you,

A handwritten signature in black ink, appearing to read "Kelvin Roberson". The signature is fluid and cursive, with a long horizontal stroke at the end.

Kelvin Roberson  
Water Department

EMPLOYMENT ACTION FORM

DATE SUBMITTED: April 29, 2019

COUNTY OF PERQUIMANS

STATUS: NEW EMPLOYEE/PROBATIONARY PERIOD/MERIT RAISE

NAME: Anna Johnson

SOC. SEC. NO.: \_\_\_\_\_

POSITION: Certified Telecommunicator

DEPT.: 911 Communicatians

NEW EMPLOYEE EFFECTIVE DATE: \_\_\_\_\_

GRADE: \_\_\_\_\_ STEP: \_\_\_\_\_ SALARY: \_\_\_\_\_

ENDING DATE OF PROBATIONARY PERIOD: \_\_\_\_\_

CURRENT: GRADE: \_\_\_\_\_ STEP: \_\_\_\_\_ SALARY: \_\_\_\_\_

JOB PERFORMANCE EVALUATION

YEAR      1      2      3      4      (CIRCLE)

\_\_\_\_\_ DATE OF SUCCESSFUL COMPLETION OF PROBATIONARY PERIOD AND RECOMMENDATION BY DEPARTMENT FOR PERMANENT STATUS.  
Date      GRADE: \_\_\_\_\_ STEP: \_\_\_\_\_ SALARY: \_\_\_\_\_

\_\_\_\_\_ DATE OF ANNUAL EVALUATION AND RECOMMENDATION FOR STEP RAISE. (YEAR      2      3      4)  
Date      GRADE: \_\_\_\_\_ STEP: \_\_\_\_\_ SALARY: \_\_\_\_\_

\_\_\_\_\_ DATE OF EMPLOYEE TERMINATION DUE TO UNSUCCESSFUL PROBATIONARY PERIOD.  
Date

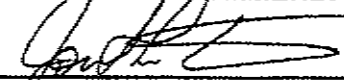
5-1-19 RECOMMENDATION AND EFFECTIVE DATE FOR EMPLOYEE MERIT RAISE.

Date      GRADE: 62      STEP: 2      SALARY: \$29,296

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

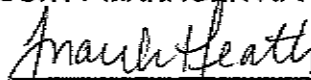
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DEPARTMENT RECOMMENDATION



DATE: 4-29-2019

COUNTY MANAGER APPROVAL



DATE: 5/2/19

FINANCE OFFICER

\_\_\_\_\_

DATE: \_\_\_\_\_

EMPLOYMENT ACTION FORM

DATE SUBMITTED: April 22, 2019

COUNTY OF PERQUIMANS

STATUS: NEW EMPLOYEE/PROBATIONARY PERIOD/MERIT RAISE

NAME: Anthony Johnson

SOC. SEC. NO.: \_\_\_\_\_

POSITION: 911 Shift Supervisor

DEPT.: 911 Communications

NEW EMPLOYEE EFFECTIVE DATE: \_\_\_\_\_

GRADE: \_\_\_\_\_ STEP: \_\_\_\_\_ SALARY: \_\_\_\_\_

ENDING DATE OF PROBATIONARY PERIOD: \_\_\_\_\_

CURRENT: GRADE: \_\_\_\_\_ STEP: \_\_\_\_\_ SALARY: \_\_\_\_\_

JOB PERFORMANCE EVALUATION

YEAR      1      2      3      4      (CIRCLE)

\_\_\_\_\_ DATE OF SUCCESSFUL COMPLETION OF PROBATIONARY PERIOD AND RECOMMENDATION BY DEPARTMENT FOR PERMANENT STATUS.  
Date      GRADE: \_\_\_\_\_ STEP: \_\_\_\_\_ SALARY: \_\_\_\_\_

\_\_\_\_\_ DATE OF ANNUAL EVALUATION AND RECOMMENDATION FOR STEP RAISE. (YEAR      2      3      4)  
Date      GRADE: \_\_\_\_\_ STEP: \_\_\_\_\_ SALARY: \_\_\_\_\_

\_\_\_\_\_ DATE OF EMPLOYEE TERMINATION DUE TO UNSUCCESSFUL PROBATIONARY PERIOD.  
Date

05/01/2019 RECOMMENDATION AND EFFECTIVE DATE FOR EMPLOYEE MERIT RAISE.  
Date      GRADE: 63      STEP: 8      SALARY: \$36,308

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

\*\*\*\*\*

DEPARTMENT RECOMMENDATION

[Signature]  
DATE: April 22, 2019

COUNTY MANAGER APPROVAL

[Signature: Frank Heath]  
DATE: 5/2/19

FINANCE OFFICER

\_\_\_\_\_  
DATE: \_\_\_\_\_

EMPLOYMENT ACTION FORM

DATE SUBMITTED: \_\_\_\_\_

COUNTY OF PERQUIMANS

STATUS: NEW EMPLOYEE/PROBATIONARY PERIOD/MERIT RAISE

NAME: Tarnet Stallings

SOC. SEC. NO.: \_\_\_\_\_

POSITION: Secretary / Technician

DEPT.: Sail

NEW EMPLOYEE EFFECTIVE DATE: \_\_\_\_\_  
GRADE: \_\_\_\_\_ STEP: \_\_\_\_\_ SALARY: \_\_\_\_\_  
ENDING DATE OF PROBATIONARY PERIOD: \_\_\_\_\_

CURRENT: GRADE: 61 STEP: 6 SALARY: 30,910

JOB PERFORMANCE EVALUATION

YEAR 1 2 3 4 (CIRCLE)

\_\_\_\_\_ DATE OF SUCCESSFUL COMPLETION OF PROBATIONARY PERIOD AND  
Date RECOMMENDATION BY DEPARTMENT FOR PERMANENT STATUS.  
GRADE: \_\_\_\_\_ STEP: \_\_\_\_\_ SALARY: \_\_\_\_\_

\_\_\_\_\_ DATE OF ANNUAL EVALUATION AND RECOMMENDATION FOR STEP  
Date RAISE. (YEAR 2 3 4)  
GRADE: \_\_\_\_\_ STEP: \_\_\_\_\_ SALARY: \_\_\_\_\_

\_\_\_\_\_ DATE OF EMPLOYEE TERMINATION DUE TO UNSUCCESSFUL PROBATIONARY PERIOD.  
Date

5-1-19 RECOMMENDATION AND EFFECTIVE DATE FOR EMPLOYEE MERIT RAISE.  
Date GRADE: 61 STEP: 7 SALARY: 31,665

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

\*\*\*\*\*

DEPARTMENT RECOMMENDATION

Jacob Peel

DATE: 4/30/19

COUNTY MANAGER APPROVAL

Frank Heath

DATE: 5/2/19

FINANCE OFFICER

\_\_\_\_\_  
DATE: \_\_\_\_\_

EMPLOYMENT ACTION FORM

DATE SUBMITTED: \_\_\_\_\_

COUNTY OF PERQUIMANS

STATUS: NEW EMPLOYEE/PROBATIONARY PERIOD/MERIT RAISE

NAME: William Jennings, Jr.

SOC. SEC. NO.: \_\_\_\_\_

POSITION: Tax Administrator

DEPT.: Tax

NEW EMPLOYEE EFFECTIVE DATE: \_\_\_\_\_  
GRADE: \_\_\_\_\_ STEP: \_\_\_\_\_ SALARY: \_\_\_\_\_  
ENDING DATE OF PROBATIONARY PERIOD: \_\_\_\_\_

CURRENT: GRADE: 72 STEP: 5 SALARY: \$48,938

JOB PERFORMANCE EVALUATION

YEAR 1 2 3 4 (CIRCLE)

\_\_\_\_\_ DATE OF SUCCESSFUL COMPLETION OF PROBATIONARY PERIOD AND RECOMMENDATION BY DEPARTMENT FOR PERMANENT STATUS.  
Date GRADE: \_\_\_\_\_ STEP: \_\_\_\_\_ SALARY: \_\_\_\_\_

\_\_\_\_\_ DATE OF ANNUAL EVALUATION AND RECOMMENDATION FOR STEP RAISE. (YEAR 2 3 4)  
Date GRADE: \_\_\_\_\_ STEP: \_\_\_\_\_ SALARY: \_\_\_\_\_

\_\_\_\_\_ DATE OF EMPLOYEE TERMINATION DUE TO UNSUCCESSFUL PROBATIONARY PERIOD.  
Date

5/1/19 RECOMMENDATION AND EFFECTIVE DATE FOR EMPLOYEE PROMOTION.  
GRADE: 72 STEP: 6 SALARY: \$50,163

THE ABOVE NAMED COUNTY EMPLOYEE IS BEING RECOMMENDED FOR THE INCREASE IN SALARY LISTED ABOVE BASED ON HIS/HER WORK PERFORMANCE EVALUATION COMPLETED: 12/2018 PER THE COUNTY PERSONNEL POLICY.

\*\*\*\*\*

COMMISSIONERS' APPROVAL

COUNTY MANAGER APPROVAL

\_\_\_\_\_  
DATE: \_\_\_\_\_

Frank Heath  
DATE: 4/29/19

FINANCE OFFICER

\_\_\_\_\_  
DATE: \_\_\_\_\_



**BUDGET AMENDMENT**  
**PERQUIMANS COUNTY BOARD OF COMMISSIONERS**  
**GENERAL FUNDS**  
**NO. 18**

THE PERQUIMANS COUNTY BOARD OF COMMISSIONERS AT A MEETING ON THE 6th DAY OF MAY, 2019, PASSED THE FOLLOWING AMENDMENTS TO THE FY 2018 - 2019 BUDGET.

CODE NUMBER	DESCRIPTION OF CODE	AMOUNT	
		INCREASE	DECREASE
10-399-000	Fund Balance Appropriated	41,855	
10-511-741	Capital Outlay - 911 Equipment	41,855	
<b>EXPLANATION:</b> To amend FY 18/19 budget to cover the backup server project expenses (local expenses for 911 project) as outlined in the funding reconsideration.			

WE, THE BOARD OF COUNTY COMMISSIONERS OF PERQUIMANS COUNTY, HEREBY ADOPT AND APPROVE, BY RESOLUTION, THE CHANGES IN THE COUNTY BUDGET AS INDICATED ABOVE, AND HAVE MADE ENTRY OF THESE CHANGES IN THE MINUTES OF SAID BOARD, THIS 6th DAY OF MAY, 2019.

PASSED BY MAJORITY VOTE OF THE BOARD OF COUNTY COMMISSIONERS OF PERQUIMANS COUNTY ON 6th DAY OF MAY, 2019.

\_\_\_\_\_  
Chairman, Board of Commissioners

\_\_\_\_\_  
Finance Officer

**BUDGET AMENDMENT**  
**PERQUIMANS COUNTY BOARD OF COMMISSIONERS**  
**GENERAL FUNDS**  
**NO. 19**

THE PERQUIMANS COUNTY BOARD OF COMMISSIONERS AT A MEETING ON THE 6th DAY OF MAY, 2019, PASSED THE FOLLOWING AMENDMENTS TO THE FY 2018 - 2019 BUDGET.

CODE NUMBER	DESCRIPTION OF CODE	AMOUNT	
		INCREASE	DECREASE
10-348-012	State Grants - Emergency Management	14,475	
10-530-338	Haz Mat Grant	14,475	
<b>EXPLANATION:</b> To amend FY 18/19 budget to include HazMat Grant. CFDA #: 20.703 GRANT#: HM-HMP-0544-16-01-00.			

WE, THE BOARD OF COUNTY COMMISSIONERS OF PERQUIMANS COUNTY, HEREBY ADOPT AND APPROVE, BY RESOLUTION, THE CHANGES IN THE COUNTY BUDGET AS INDICATED ABOVE, AND HAVE MADE ENTRY OF THESE CHANGES IN THE MINUTES OF SAID BOARD, THIS 6th DAY OF MAY, 2019.

PASSED BY MAJORITY VOTE OF THE BOARD OF COUNTY COMMISSIONERS OF PERQUIMANS COUNTY ON 6th DAY OF MAY, 2019.

\_\_\_\_\_  
Chairman, Board of Commissioners

\_\_\_\_\_  
Finance Officer

-----Original Message-----

From: Ben Hobbs [mailto:hobbs@hobbsfurniture.com]  
Sent: Monday, April 01, 2019 12:29 PM  
To: Mary Hunnicutt  
Subject: [External] RE: [External] Re: Statement of Interest to Serve

Mary,

As much as I have enjoyed serving the county, the time has come to call it quits. Thanks to all for the opportunity, and thanks especially to you for your attention to my needs during my years with you all.

Ben

On Mon, April 1, 2019 7:13 am, Mary Hunnicutt wrote:

> Forgot one thing. Since you say that you do not want any more meetings,  
> does this mean that you no longer wish to serve on the Board of  
> Adjustment? If so, I would need to receive an e-mail stating that you  
> wish to resign as an alternate on the Board of Adjustment.

>

> Thanks

> Mary

>

> -----Original Message-----

> From: Ben Hobbs [mailto:hobbs@hobbsfurniture.com]  
> Sent: Saturday, March 30, 2019 7:34 AM  
> To: Mary Hunnicutt  
> Subject: [External] Re: Statement of Interest to Serve

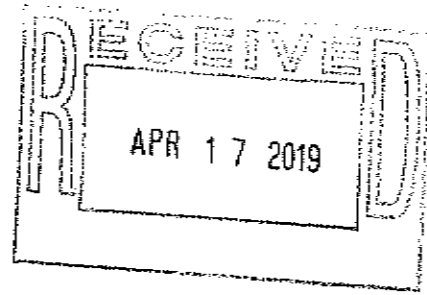
>

> Mary, you can take my name off the list. I have finally gotten to the  
> point that I don't want any more meetings. Thanks for your work for the  
> county. Ben

>

>

>



April 15, 2019

CAMDEN

CHOWAN

CURRITUCK

DARE

GATES

HYDE

PASQUOTANK

PERQUIMANS

TYRRELL

WASHINGTON

COLUMBIA

CRESWELL

DUCK

EDENTON

ELIZABETH CITY

GATESVILLE

HERTFORD

KILL DEVIL HILLS

KITTY HAWK

MANTEO

NAGS HEAD

PLYMOUTH

ROPER

SOUTHERN SHORES

WINFALL

Ms. Mary Hunnicutt, Perquimans County Clerk  
PO Box 45  
Hertford, NC 27944

Dear Ms. Hunnicutt:

The Albemarle Commission Area Agency on Aging (AAA) is in need of one appointed representative on our Regional Advisory Council (RAC). Since Ms. Delphine Madre stepped down, Ms. Beverly Gregory has been a great replacement as the current Senior Center Manager. Ms. Gregory has been a tremendous asset to this group and a great advocate for older adults in **Perquimans County**. She has been a regular participant in the quarterly RAC meetings. I would like to recommend that this individual be formally appointed by your Board.

The RAC meets quarterly to give direction and guidance to the AAA's efforts in serving the senior population in **Perquimans County**. The primary purpose of this council is to serve as advocates for older adults, their caregivers and their families living within the service area of the Albemarle Commission as specified by the Older American's Act. This group is primarily responsible for providing guidance and input in our 4-year area plan to serve older adults in Northeast North Carolina. As we begin evaluating needs for our new 4-year plan, having representation from **Perquimans County** is essential.

Appointment length to this council can vary based on the county preference, but should be no less than a two-year term.

Should you have any questions or concerns, please feel free to contact me at 252-426-5753 ext. 222. I thank you in advance for your assistance.

Most Sincerely,

Jasmine S. Wilson, Aging Program & Contracts Specialist  
Albemarle Commission Area Agency on Aging

# FK

&

## Associates, LLC

PO Box 30872 Greenville NC 27833  
Tel. 252 215 0655 • Fax 252 215 0755 • [service1@suddenlinkmail.com](mailto:service1@suddenlinkmail.com)

April 9, 2019

Robin Trueblood  
Perquimans County  
128 N Church St., PO Box 45  
Hertford NC 27944

Reference: Perquimans County Senior Citizen Center

Robin:

It was a pleasure meeting you yesterday. Thank you for the opportunity of allowing FK to submit a proposal for custodial cleaning services at the Perquimans County Senior Citizen Center. We provide services for medical buildings, banks, manufacturing offices and various other facilities.

FK & Associates is staffed with pre-screened, dedicated professionals. Our goal is to provide you with high quality, cost effective custodial cleaning services. We have the experience and the capabilities to meet your needs. Our cleaners are chosen from local, experienced pros in the cleaning business.

We are responsible for meeting with cleaners one on one to inspect and follow up on the quality of their work and retrain if necessary. FK & Associates has been affiliated with the commercial maintenance industry for many years.

After you have had an opportunity to review the proposal I look forward to meeting with you to finalize the agreement. Please feel free to call me at 252-945-1411 or email at [service1@suddenlinkmail.com](mailto:service1@suddenlinkmail.com) any time if there are any questions about our proposal, or any changes we need to make to better satisfy the needs of your custodial maintenance.

Sincerely yours,

Sylvia C. Thomas  
Vice President of Operations  
FK & Associates, LLC

**FK**  
&  
**Associates, LLC**

PO Box 30872

Greenville, NC 27833

Tel. 252-215-0655

Fax 252-215-0755

E-mail: [servicel@suddenlinkmail.com](mailto:servicel@suddenlinkmail.com)

***PROVIDERS OF COST-EFFECTIVE, FOCUSED CUSTOMER SERVICE,  
COMMERICAL CLEANING AND FACILITY MAINTENANCE SERVICES***

**A FACILITY MAINTENANCE SERVICES  
CONTRACT PROPOSAL  
For The**

**Perquimans County Senior Citizen Center**

Hertford, North Carolina

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**1.0 COMPANY PROFILE**

**2.0 MANAGEMENT TEAM**

**3.0 SPECIFICATIONS**

**4.0 PRICING**

**5.0 SERVICE AGREEMENT**

## 1.0) COMPANY PROFILE

### MISSION STATEMENT

To provide cost-effective janitorial service and facility maintenance for commercial clients by creating a partnership that provides optimal value to our customers while promoting organizational growth and financial stability.

### BACKGROUND

FK & Associates was established in August 2002. The company has maintained a positive net profit with an excellent credit history for many years.

### WHAT MAKES FK & ASSOCIATES UNIQUE?

FK & Associates provides values not offered by other companies:

- A talented, experienced, cross functional management team
- Consistent programs with a single point of contact that create time and task efficiency for our customers
- Financial strength, commitment, experience, and expertise to support programs
- A true partnership with each client to ensure goals and standards are met
- Commercial Customer experience across North Carolina

It is important that you know the primary values that we encourage within the company:

- A close relationship with our customers. Customer satisfaction is our primary focus, the top priority of every employee, and the purpose of every job. Attentiveness, initiative, proactive effort, quick response, and teamwork applied to service and the resolution of problems is mandatory and fully supported throughout the company.
- A positive relationship with our suppliers and our employee service partners. This relationship is based on respect and fair treatment encouraging personal and professional growth and enabling them to support our commitments.
- Commitment to a high level of ethical conduct and moral standards.
- Recruitment and retention of "best in class" employees that have a solid work history.
- Our expanded capability, our people, and our commitment to service excellence are FK & Associates platform for continued stability and profitable growth in the commercial cleaning and facility maintenance business.



## QUALITY MEASUREMENTS

Our system of evaluation has been developed to monitor the quality and professionalism of our cleaning, our service workers, and our management.

Management will conduct scheduled and un-scheduled visits of the work site in an effort to:

- Perform Site Survey
- Meet with key contacts to establish and maintain continuous improvement initiatives
- Address concerns and training issues on-site and put plans in motion within a 24-hour time frame to correct more urgent concerns
- Assess the condition of cleaning equipment and the supply of cleaning products and conduct mechanical, electrical, and chemical safety inspections.
- Discuss and schedule requested project work in a timely manner and at the convenience of the customer
- Assess building security procedures and compliance

Any unacceptable or questionable behavior by workers or managers should be immediately reported to the employee's supervisor. FK & Associates does not tolerate rude or unkind comments or actions by any employees or supervisors.

## EMPLOYEE SERVICE PARTNERS

Our employees will conform to all policies and expectations agreed upon by our customers and FK & Associates. These issues include staffing specifications and job-specific procedures, **liability and worker's compensation insurance, bonding, chemical use, provisions for expendable products and equipment, alcohol and drug testing, criminal background checks**, and any other policies and procedures as outlined in the customer contract with FK & Associates

## 2.0) MANAGEMENT TEAM

### **KEY MANAGEMENT PERSONNEL**

FK & Associates is proud of our Management Team. This is a cross functional team with both national and international experience. The team is a fine example of the concepts that we stress in our customer service philosophy.

In providing top level service, the need for prompt and professional service cannot be underestimated. At FK & Associates our entire team is structured to deliver that kind of response- this delivery system is called Total Management Response. To help support and maintain a focused and effective delivery team for our clients, FK provides a number we can be reached 24/7). The customer will speak with a management specialist who can answer

questions and respond to problems quickly. Total Management Response is more than a phone number; it is a company-wide philosophy reinforced by our entire group - from our service delivery teams to our president. It is a concept that recognizes our customers' needs as the foremost of our concerns. We implemented this plan to address those concerns with the most capable and responsive service in the industry.

A short synopsis of our key management personnel is as follows:

## **ANNE DALE**

### **PRESIDENT/OWNER**

Mrs. Dale has enjoyed success in the business world with operations in farming, real estate development, timber sales, private security and of course custodial cleaning services at an operational level.

*Mrs. Dale is the President and principal owner of FK & Associates, LLC a woman owned and operated business in the State of North Carolina.*

## **SYLVIA THOMAS**

### **VICE PRESIDENT OF OPERATIONS**

Ms. Thomas has over 36 years of professional experience including several years in the judicial court system and 23 years of management experience involving the sales and service of timber harvesting equipment. Responsibilities included human resources, purchasing, sales and customer service which covered areas of Virginia, South Carolina and North Carolina. Sylvia has a degree in Business Management.

Beginning in August 2002 her position with FK & Associates was Regional Manager for the Eastern region.

In August 2005 she was appointed the position of General Manager. Her responsibility is to direct the daily operations of FK & Associates including administrative, sales, approve and supervise the Account Managers and Supervisors, as well as insure customer satisfaction with each contract by giving each her personal attention. In 2018 she was promoted to VP of Operations.

## **Misty R. Leary**

### **ACCOUNT MANAGER**

Ms. Leary has 16 years of extensive sales & service experience. She has a broad knowledge of maintenance products and maintenance services. FK considers it a privilege to have Ms. Leary as a team member and provide our clients with the attention and support required to maintain a well- established relationship. She is on cal

## **Specifications:**

### **3.1) Daily Services**

#### **3.1.1 Floors:**

**Hard Surface:** sweep and mop as needed.

**Carpets:** Vacuum any area rugs.

**Break Room – Kitchen - Bathrooms:** mop daily.

#### **3.1.2 Rest Rooms/Shower**

**Fixtures:** Clean and sanitize.

**Mirrors:** Clean with a glass cleaner.

**Pipes and Fittings:** Clean and Polish

**Partitions and Walls:** Clean as required.

**Towel, Tissue, Soap Dispensers:** Refill and clean as required.

**Mop Floors** with disinfectant cleaner, leaving the floor clean and odor free. Special attention will be given to edges where floors and walls meet corners and around toilets.

**Doors** (interior and exterior) wipe clean of fingerprints and Chrome fixtures will be polished and left streak free.

#### **3.1.3 Waste Receptacles:**

**Rest Room Waste Receptacles:** Empty into a plastic trash bag and dispose of as wet trash. Clean and/or polish and replace liners.

**Sanitary Napkin Receptacles:** Empty receptacles into a plastic trash bag and dispose of as wet trash. Clean, sanitize and replace liners if provided by customer.

**Break Room Waste Receptacles:** Empty all receptacles into a plastic trash bag and dispose of as wet trash.

**Office and Lobby Waste Receptacles:** Empty, replace liners and dispose of as directed by customer.

**3.1.4 Dusting:**

Desk, filing cabinets, bookcases, chairs, tables and other office furniture:  
(as needed).

**3.1.5 Break Room: (Or Kitchen Area)**

**Kitchen Sink:** Clean as required (If free of dishes)

**Counter Top, Tables, and Chairs:** Damp wipe with prescribed cleaner.

**3.1.6 Glass:**

**Entrance Doors:** Wipe clean and remove fingerprints.

**Glass entrance façade:** Kept reasonably clean and dirt free.

**Note:** Care will be given not to damage plastic lettering or sun control film.

**Glass Desk and Table Tops:** Clean and dry polish.

**Partition Glass:** Remove smudges and fingerprints.

**3.1.7 Miscellaneous:**

**Drinking Fountains:** Clean and sanitize.

Pick up any trash outside entrance doors.

**3.1.8 Woodwork and Walls:** Fingerprints removed from around wall switches,  
Door knobs and door jams.

**3.2) Monthly Services**

**3.2.1 Dusting:** Baseboards, chair rails, picture frames, window sills, etc.S

**3.2.2 HVAC Vents and Returns:** Vacuum and clean if accessible by reach with extended duster no higher than six feet

### **3.3) Security, Access and Key Assignments**

**3.5.1) Access Times:** Cleaning is to begin after hours Monday through Friday. Friday clean will be Friday night or over the weekend which allows for more detailing time.

**3.5.2) Access Personnel:** Access is limited to FK & Associates employees that have been approved for access. Personnel assigned keys will be responsible for assuring that no unauthorized personnel enter the facility. **NO children under the age of 18 years will be allowed access.**

**3.5.3) Key Control:** Access keys are to be issued by the Facility Manager and signed for upon receipt by the person(s) requiring building access. Keys are the sole responsibility of the individual assigned the key. Lost keys must be immediately reported to FK & Associates. Upon termination of services keys **MUST** be returned to the Facility Manager. Local law enforcement personnel will retrieve keys not properly and expeditiously returned by the key holder. Keys can only be transferred to authorized Facility or FK & Associate management.

**4.0) PRICING**

This monthly charge is based on the contractor, FK & Associates, providing the labor to perform the custodial services.

Pricing as follows:

<u>Physical Address</u>	<u>Monthly Service Rate</u>
128 N. Church Street	\$1200.00 for 5x per week service

**4.1) Additional Services-Extra Work, REQUEST ONLY.**

1. Strip and Wax VCT - Quoted Upon Request
2. Machine Scrubbing of Hard Surface Tile - Quoted Upon Request
3. Clean Carpets - Quoted Upon Request
4. Window Cleaning Exterior and/or Interior - Quoted Upon Request
5. Emergency Services - Quoted Upon Request
6. Upholstery Cleaning - Quoted Upon Request
7. Power Washing – Quoted Upon Request

**5.0) SERVICE AGREEMENT**

This agreement entered into between **FK & ASSOCIATES, LLC, Greenville, NC** and the **PERQUIMANS COUNTY SENIOR CITIZEN CENTER, HERTFORD, NC** in consideration of mutual promises and covenants contained herein and for other good and valuable considerations, it is agreed as follows:

That beginning May 7, 2019, FK & ASSOCIATES, LLC agrees to:

- Provide services as defined in attached cleaning specification.
- Perform all work on schedule except when prevented by strike, ACT OF GOD, accident or other circumstances beyond their control.
- Furnish labor, equipment, etc. as well as supervision necessary to satisfactorily fulfill this agreement.
- **Maintain Worker's Compensation, Bodily Injury and Property Damage Liability Insurance for the duration of this agreement.**

And PERQUIMANS COUNTY SENIOR CITIZEN CENTER agrees to:

- Pay for the monthly service rendered at the rate of **\$ 1200.00 per month for 5 X per week** custodial cleaning service.
- Pay for any additional service beyond the agreed specifications.
- Notify FK & ASSOCIATES, LLC of any additions to or changes in furnishings or floor coverings.
- Provide FK & ASSOCIATES, LLC with sufficient storage space, adequate water, trash disposal facilities, plumbing and electrical facilities for use in completing the service. Provide all paper products, trash can liners, hand soap, chemicals and equipment.
- Not to solicit FK & ASSOCIATES, LLC employees for employment during the term of the agreement.
- Payment terms, NET 10 days.

IT IS AGREED that this service agreement shall continue for a period of one year, but may be terminated by either party giving 30 days written notice to the other; that this agreement contains all understandings and confirms all promises and stipulations.

FK & ASSOCIATES LLC  
315 Clifton St., Suite F  
Greenville, NC 27858

PERQUIMANS COUNTY SENIOR  
CITIZEN CENTER  
128 N. Church St.  
Hertford, NC 27944

By: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

In our Personnel Policy, the Board of Commissioners amended it to remove the Retiree Health Insurance Benefit effective June 5, 2017. In the minutes, Mary Hunnicutt reflected the following proposed and adopted amendment:

AMENDMENT TO THE PERSONNEL POLICY: RETIREE INSURANCE BENEFIT

County Manager Heath explained that, during the Budget Process, the Board realized that this benefit was not cost effective. Therefore, it was his recommendation to amend the Personnel Policy but effective June 5, 2017. Any employees hired prior to June 5<sup>th</sup> would still fall under the previous policy but new hires after June 5, 2017 will not have this benefit. On motion made by Joseph W. Hoffer, seconded by Charles Woodard, the following amendment was unanimously approved to the Personnel Policy effective June 5, 2017:

Retiree Health Insurance

The County will provide medical and dental insurance coverage up to age 65 for retirees, hired prior to June 5, 2017, from Perquimans County with 20 continuous years of service with Perquimans County who are eligible for an unreduced service retirement benefit from the Local Government Retirement System. Employees hired June 5, 2017 or after, will not be eligible for this employee benefit.

On November 21, 2016, the Personnel Policy was amended as follows:

PERSONNEL POLICY AMENDMENT

County Manager Heath explained that last month, the Board discussed removing the word "continuous" from the following section of the Personnel Policy which was adopted in September, 2015 so it would read:

Retiree Health Insurance

The County will provide medical and dental insurance coverage up to age 65 for retirees from Perquimans County with 20 continuous years of service with Perquimans County who are eligible for an unreduced service retirement from the Local Government Retirement System.

On motion made by Kyle Jones, seconded by Edward R. Muzzulin, the Board unanimously approved change in the Personnel Policy making this Amendment No. 1.

As you will note, the word "continuous" was removed on November 21, 2016 but it was inadvertently put back in on June 5, 2017. It is our belief that it was not the intention of the Board of Commissioners to put "continuous" back in the Personnel Policy on June 5, 2019. The highlighted areas were the only things that were to be amended.

This is for clarification purposes only so that it will be a part of the Board's official Minutes.





# PERQUIMANS COUNTY

## BOARD OF COMMISSIONERS

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

WALLACE E. NELSON  
CHAIRMAN  
FONDELLA A. LEIGH  
VICE CHAIR  
JOSEPH W. HOFFLER  
T. KYLE JONES  
ALAN LENNON  
CHARLES WOODARD  
W. HACKNEY HIGH, JR.  
COUNTY ATTORNEY

MARY P. HUNNICUTT  
CLERK TO BOARD

W. FRANK HEATH, III  
COUNTY MANAGER

### 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:

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

**Director's Area/Staff:**

Maple Desk/Table – 36" x 24"  
Mahogany Desk/Table – 48" x 28"  
Maple Desk – 28" x 72"  
Kelvinator Fridge

**Main Stack Area:**

Loose Bottom Angled Racks – 3' Long  
4 Library Stacks – 7' x 9'  
Corner Desk – 4'  
Stand-Up Maple Desk 3' x 3' 3"  
Two Antique Rocking Chairs  
1 Library Stack – 4' x 9'  
1 Library Stack – 7' x 6'  
Old Computer Network

**Other Contents include:** Misc. Frames,  
Pictures, Chairs, Crafts, Knick-Knacks,  
Loose Items

**Old Non-Fiction Area:**

DVD Cabinet – 4' x 2'  
Wall Shelves/Stack 12' x 8'  
1 Cubby (Blue Sides)  
Microfiche Machine (JVC)  
Mahogany Table 42" x 42"  
DVD Trays (Plastic)  
6 Office Chairs  
Conference Table – 3' x 6'  
3 Rotating Book Shelves – 5'  
4 Large Stacks (Double Sided) – 7' x 18'

**Children's Section**

2 Stacks – 9' x 5'  
2 Round Oak Tables – 3' 6"  
7 Mahogany Computer Tables  
4 Green Office Chairs

- 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.

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

- 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 4<sup>th</sup> day of March, 2019.

ATTEST:

Wallace E. Nelson, Chairman

Mary P. Hunnicutt, Clerk to the Board

**Perquimans County's Vision:**

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



# PERQUIMANS COUNTY BOARD OF COMMISSIONERS

P.O. BOX 45  
HERTFORD, NORTH CAROLINA 27944  
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COUNTY ATTORNEY

MARY P. HUNNICUTT  
CLERK TO BOARD

W. FRANK HEATH, III  
COUNTY MANAGER

## Older Americans Month 2019 A PROCLAMATION

**WHEREAS**, Perquimans County includes a growing number of older Americans who enrich our community through their diverse life experiences; and

**WHEREAS**, Perquimans County is committed to strengthening our community by connecting with and supporting older adults, their families, and caregivers and acknowledging their many valuable contributions to society; and

**WHEREAS**, Perquimans County recognizes the importance of bringing together all generations and engaging in activities that promote physical, mental, and emotional well-being for the benefit of all; and

**WHEREAS**, Perquimans County can enhance the lives of older Americans in our community by:

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

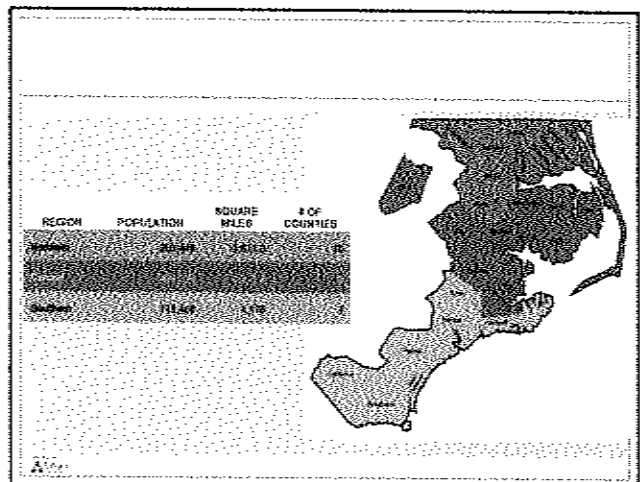
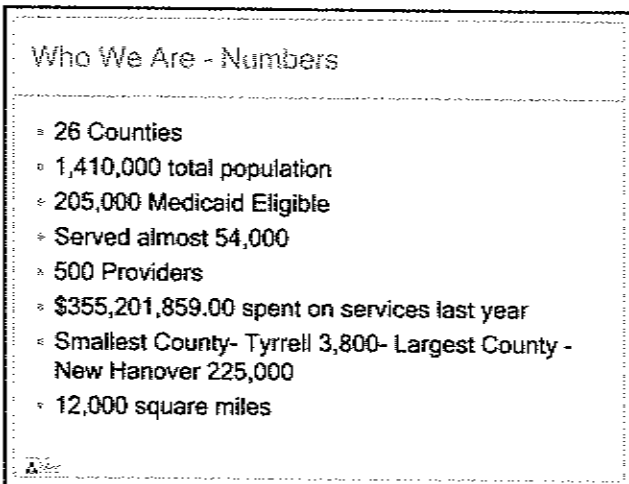
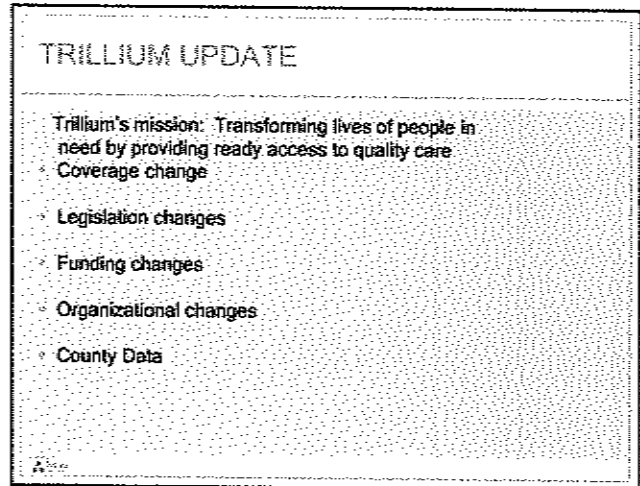
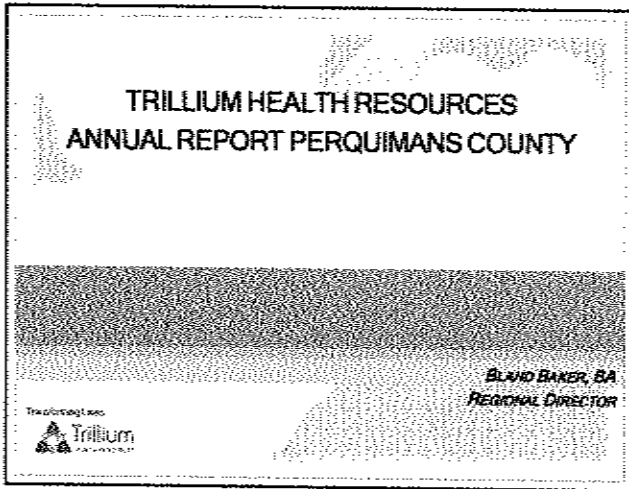
**NOW, THEREFORE, BE IT RESOLVED** that the Perquimans County Board of Commissioners do hereby proclaim May 2019 to be Older Americans Month. We urge every resident to take time during this month to recognize older adults and the people who serve them as essential and valuable members of our community.

Dated this 3<sup>rd</sup> day of May 2019

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

**ATTESTED:**

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



### Coverage Change

- July 1<sup>st</sup> 2018 we added Columbus County
- Giving them more options of providers
- We are opening an office in Columbus County
- Some of our largest providers are opening offices there i.e. PORT Health Services and Integrated Family Services
- We've done several RFP's specific to Columbus County to build their network

### Legislative Changes

- Standard Plan
- Tailored Plan
- Must be budget neutral
- Puts Behavioral Health services for mild to moderate needs into Standard Plans
- Innovations Waiver and Severe MH and SU will be covered by Tailored Plan

### Timeline

- **Now and ongoing.** Care providers may be contacted by potential PHPs who wish to initiate contract discussions.
- **February 2019.** NC will award contracts to the selected health plans to be PHPs in managed care.
- **Summer 2018.** PHPs must have contracted with enough care providers for their network to meet DHHS standards.
- **July 2019.** PHPs must have all call centers operational and all relevant staff located in North Carolina.
- **July-September 2019.** Managed care will start in two phases. For regions of the state in Phase 1, this will be the window in which beneficiaries select a PHP.
- **November 2019.** The Medicaid managed care program will launch in regions in Phase 1.
- **October-December 2019.** For regions of the state in Phase 2, this will be the window in which beneficiaries select a PHP.
- **February 2020.** The Medicaid managed care program will launch in regions in Phase 2.

### Funding Changes

- Since Standard Plans will be run by insurance companies, they will be managing a part of the Medicaid dollars
- Tailored plans which cover the higher risk individuals, our PMPM will be higher, but total number served under us will be lower
- Developing a whole person care model to cover costs of the physical issues along with the behavioral health issues
- The 1115 Waiver is required to be cost neutral

### Organizational Changes

- Understanding Social Determinants of Health (SDoH)
- Staff to oversee the individual/community needs around the SDoH
- Working with DSS's and Health Departments
- Hiring Nurses to address whole person health



### Update on Opioid Funding

- State Fiscal Year- 2018 July 1, 2017- June 30<sup>th</sup>, 2018 - CURES Funding, Trillium spent \$3,079,682
- Total people served- 1880
- Many counties have developed Opioid Coalitions and applying for grants



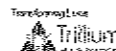
### Consumers served in Perquimans County

- Total Consumers served - 483
- Mental Health - 394
- Substance Use - 79
- I/DD - 76
- Total dollars - \$4,361,092.00

Total is unduplicated, since a single individual may receive services in more than one category



# QUESTIONS?





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

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

**PERQUIMANS COUNTY  
TAX DEPARTMENT**

**Enforced Collections- April 2019**

**GARNISHMENTS: \$7103.86**

**PAYMENT AGREEMENTS: \$23,579.24**

**DEBT SETOFFS: \$885.00**

## **MEMORANDUM OF UNDERSTANDING**

**Between the  
UNITED STATES DEPARTMENT OF AGRICULTURE  
NATURAL RESOURCES CONSERVATION SERVICE  
And the  
NORTH CAROLINA DEPARTMENT OF AGRICULTURE AND  
CONSUMER SERVICES – DIVISION OF SOIL AND WATER  
CONSERVATION  
And the  
PERQUIMANS SOIL AND WATER CONSERVATION DISTRICT  
And  
PERQUIMANS COUNTY, NORTH CAROLINA**

**For their Cooperation In the  
Conservation of Natural Resources**

### **BACKGROUND STATEMENT AND PURPOSE**

THIS AGREEMENT is between the Natural Resources Conservation Service (NRCS), an agency of the United States Department of Agriculture (USDA), the North Carolina Department of Agriculture and Consumer Services – Division of Soil and Water Conservation (DSWC) an agency of the State of North Carolina, the Perquimans Soil and Water Conservation District (SWCD), and Perquimans County collectively referred to as the parties, to clearly define the roles and responsibilities of the parties.

The purpose of this agreement is to supplement the Cooperative Working Agreement between the USDA – Natural Resources Conservation Service, North Carolina Department of Agriculture and Consumer Services, North Carolina Soil and Water Conservation Commission, and Perquimans Soil and Water Conservation District. This operational agreement documents those areas of common interest of the federal, state, and local partnership in natural resources conservation.

The parties mutually agree to provide leadership in natural resources conservation. The parties pledge to work together by advancing and practicing teamwork, including input in the decision-making process; communicating, coordinating, and cooperating; promoting mutual respect, and sharing leadership, ownership, credit, and responsibility.

### **AUTHORITIES, STATUTES, LAWS**

NRCS is authorized to cooperate and furnish assistance to the parties in the conservation of natural resources as referenced in the Soil Conservation and Domestic Allotment Act, 16 U.S.C. 590; The Department of Agriculture Reorganization Act of 1994, Public Law 103-354; and Secretary's Memorandum No. 1010-1, Reorganization of the Department of Agriculture, dated October 20, 1994.

DSWC is authorized to enter into this agreement by the North Carolina General Statutes §139-4 and §143B-294 - §143B-297.

The District authority is defined in Soil Conservation Districts Law, General Statutes of North Carolina §139-1 - §139-47.

The County is authorized to enter into this agreement by North Carolina General Statute §153A-11 and §160A-461 - §160A-464.

**ROLES AND RESPONSIBILITIES:**

**CONSERVATION PROGRAM IMPLEMENTATION**

The parties recognize the natural resources conservation program as a unique blend of voluntary conservation initiatives and federal, state, and local mandates. Together these address a variety of natural resource, environmental, and educational issues. The parties agree to jointly commit their program authorities and financial and human resources to cooperatively implement a unified natural resource conservation program in areas of mutual concern. The implementation of all programs will be done in accordance with program policy and procedures developed for that specific program – whether federal, state, or local.

Inventories and Data Sharing: The parties agree to identify, define, and coordinate the collection and use of natural resource and other data needed to support the delivery of federal, state, and local conservation program benefits. The parties will cooperate in maintaining data to assure that it supports the mutual needs of the parties for conservation planning, implementation and evaluation. The parties further agree that gathered data will be mutually shared and used in support of conservation delivery framework as needed to facilitate implementation of the programs shown in *Attachment A*. The use and disclosure of information will be consistent with the guidelines provided in the Records, Facilities, and Equipment section of this agreement. Both NRCS and SWCD employees in the office will maintain adequate knowledge of available conservation programs to provide basic customer service including, but not limited to:

1. Interviewing the customer to determine goals and objectives
2. Gathering on farm data to support development of a conservation plan
3. Develop a conservation plan following the NRCS 9-steps of conservation planning process.
4. Districts that are co-located with NRCS shall utilize the latest USDA-NRCS tools for completing conservation planning processes and reporting (i.e., CDSI)
5. Providing basic information about program requirements and signup periods
6. Helping a customer complete a program application

Setting Conservation Program Priorities: The parties agree to implement the conservation program based on mutually developed priorities while recognizing individual responsibilities for federal, state, or local mandates. The parties further agree to annually re-evaluate established priorities and adjust as warranted. SWCD Board has the responsibility to organize local working groups (LWG) to assess resource conditions and establish local priorities. As well, LWG will develop a single SWCD/NRCS partnership plan of work each fiscal year (July 01 – June 30). Each party will prioritize workload as follows, NRCS employees will first address workload associated with federal conservation programs, NRCS priorities, and required NRCS administrative procedures. As time is available, NRCS employees will assist with the North



Carolina State and local programs listed in Attachment A and other District priorities. Likewise, State and District staff will first address workload associated with the State and local programs listed in Attachment A, District priorities, and required District administrative procedures. As time is available, District staff will assist with federal conservation programs and other NRCS priorities.

**Local Working Groups:** Local working groups (LWGs) are subcommittees of the State Technical Committee and provide recommendations to USDA on local and state natural resource priorities and criteria for conservation activities and programs.

LWGs are responsible to:

- (1) Ensure that a conservation needs assessment is developed using community stakeholder input.
- (2) Utilize the conservation needs assessment to help identify program funding needs and conservation practices.
- (3) Identify priority resource concerns and identify, as appropriate, high-priority areas needing assistance.
- (4) Recommend USDA conservation program application and funding criteria, eligible practices (including limits on practice payments or units), and payment rates.
- (5) Participate in multicounty coordination where program funding and priority area proposals cross county boundaries.
- (6) Assist NRCS and the NRCS conservationist with public outreach and information efforts and identify educational and producers' training needs.
- (7) Recommend State and national program policy to the State Technical Committee based on resource data.
- (8) Utilize the conservation needs assessment to identify priority resource concerns that can be addressed by USDA programs.
- (9) Forward recommendations to the NRCS designated conservationist or Farm Service Agency (FSA) County Executive Director, as appropriate.
- (10) Adhere to standard operating procedures identified in Title 440, Conservation Programs Manual (CPM), Part 501, Subpart B, Section 501.14.

LWG membership should be diverse and focus on agricultural interests and natural resource issues existing in the local community. Membership should include agricultural producers representing the variety of crops, livestock, and poultry raised within the local area; owners of nonindustrial private forest land, as appropriate; representatives of agricultural and environmental organizations; and representatives of governmental agencies carrying out agricultural and natural resource conservation programs and activities. Membership of the local working group may include but is not limited to Federal, State, county, Tribal, or local government representatives.

For the LWGs, Conservation Districts shall:

- (i) Develop the conservation needs assessment as outlined in 440-CPM, Part 500, Subpart A.
- (ii) Assemble the local working group.
- (iii) Set the agenda.
- (iv) Conduct the local working group meetings.
- (v) Transmit the local working group's priority area and funding requests to the NRCS designated conservationist or the State Technical Committee, as appropriate.

It is the NRCS designated conservationist's responsibility to participate in the local working group and to—

- (i) Encourage and assist other USDA agencies to participate in the locally led conservation and working group efforts, as feasible.
- (ii) Assist with identifying members for the local working group.
- (iii) Help identify program priorities and resources available.
- (iv) Assist in the development of program priority area proposals.
- (v) Comply with the National Environmental Policy Act, nondiscrimination statement, and other environmental, civil rights, and cultural resource requirements.
- (vi) Support and advise the local working group concerning technical issues, program policies and procedures, and other matters relating to conservation program delivery.
- (vii) Ensure that populations are—
  - Provided the opportunity to comment before decisions are rendered.
  - Allowed to share the benefits of, not excluded from, and not affected in a disproportionately high and adverse manner by Government programs and activities affecting human health or the environment.
- (viii) Analyze performance indicators and reports.
- (ix) Report the conservation programs' impacts on resources.
- (x) Perform the responsibilities of the conservation district where a conservation district is not present or chooses not to fulfill the responsibilities outlined in 440-CPM, Part 501, Subpart A, Section 501.6A.
- (xi) Give strong consideration to the local working group's recommendations on NRCS programs, initiatives, and activities.
- (xii) Ensure that recommendations, when adopted, address natural resource concerns.

Programs to be implemented: The parties agree to use federal, state, and local programs in a complimentary fashion to address local priorities and concerns. *Attachment A* includes an example of programs that will be utilized to address priorities and concerns. Employees from agencies will work across program lines to assure efficient and effective customer service.

Marketing: The parties agree to conduct a common effort to inform the public of program opportunities and benefits. This information will be disseminated to the appropriate media, to promote district activities and programs. See *Attachment A* for a marketing profile and a summary of media outlets.

## TECHNICAL ADEQUACY

The parties agree to utilize the NRCS Field Office Technical Guide or Soil and Water Conservation Commission adopted standards as the minimum technical standards for conservation program implementation in areas of mutual concern. The parties may utilize more stringent standards when necessary to comply with locally enacted laws or ordinances. The NRCS will be the lead agency in the development, and maintenance of the Field Office Technical Guide. As well, the NRCS will be the lead agency for all processes associated with Job Approval Authority (JAA) for NRCS conservation practice standards and Conservation Planner Designation (CPD). When program contracts are developed, the District and NRCS employees in the office will provide conservation planning assistance that meets the 9-steps of conservation planning process and applicable policies as described in the 180-GM-Part 409, its supplements and the National Planning Procedures Handbook. At a minimum, the conservation plan will address resource concerns within the client area of interest and objectives. The NRCS recognizes

JAA and the conservation planning process are a dependent, integral part of the conservation delivery in North Carolina. Both parties agree that no practices will be planned, designed or "checked out" based only on JAA parameters. The installation of the practices must be supported by a conservation plan signed by at a minimum a certified conservation planner.

The parties agree that their respective employees will provide technical assistance based on assigned conservation practice JAA which is based on acquired experience, knowledge, skills, and demonstrated ability and within applicable laws, regulations, and guidelines. Conservation practice JAA will be determined and documented according to NRCS National Engineering Manual, Part 501, NRCS Ecological Sciences JAA (190-GM, Part 417) and in accordance with the NC NRCS policy and procedures regarding JAA as described in the NC JAA Handbook (180-GM Part 681). JAA for DSWC conservation practices will be supervised, determined and documented by the N.C. Soil and Water Conservation Commission pursuant to NCAC 15A 06F.0105(c)(3). Each technical employee in the office will acquire the necessary skills to qualify for JAA for the routinely used engineering and non-engineering conservation practices prevalent in the county. Both District and NRCS employees will attend available training sessions to maintain their knowledge, skills, and abilities related to conservation planning and practice Inventory & Evaluation, design, layout, checkout, and certification.

## **PERSONNEL AND FISCAL MANAGEMENT**

The parties recognize that natural resources conservation programs are delivered through an intergovernmental system, in which federal, state, and local governments work together.

The parties will provide their own staffing and fiscal resources commensurate with workload, priorities, allocated funding, and expertise necessary to deliver a balanced and diversified conservation delivery framework. There are certain authorities delegated to specific staff as follows:

### Department Head

The parties jointly agree that Jacob A. Peele, Lead District Technician, Perquimans Soil and Water Conservation District, will serve as the Department Head. The Department Head will represent the District and its employees at county meetings, conferences, and appropriate functions.

### Personnel Management

The management of personnel will be as follows:

- a) Hiring and dismissal of district employees will be in accordance with county personnel policies or district policy.
- b) The management of NRCS personnel is the responsibility of NRCS.
- c) Hiring, supervision, development, evaluation, and dismissal of county employees will be done in accordance with applicable law and county personnel policies.

- d) The management of county employees is the responsibility of the Perquimans District Board of Supervisors. In the interest of facilitating these responsibilities, the Supervisory Soil Conservationist (SSC) is delegated the authority for:
- 1) Technical supervision
    - a. As a condition of assigning CPD or JAA for ecological sciences and engineering practices to District employees, NRCS must periodically review the technical work of these employees to assure adherence to planning and design standards and policy. The SSC is assigned the role of Technical Supervisor. NRCS Area Office personnel will also periodically review the technical work of both NRCS and District employees in the office.
  - 2) Delivery of employee technical training and development.
- e) The Department Head will make recommendations to the Perquimans District Board of Supervisors regarding the following in accordance with county government policy:
- 1) Recruitment and hiring of district employees.
  - 2) Employee performance evaluation, including awards, disciplinary actions, and separation.
  - 3) Leave coordination and approval.
  - 4) Certification of Time and Attendance Reports.
  - 5) Determination and approval of training requiring expenditure of district funds.
  - 6) For counties with technicians cost shared through the state's cost share programs, responsibility for documenting 2080 hours for each funded position spent per year on non-point source pollution control issues by office staff.

In the event that a county employee feels aggrieved, their recourse is according to county government personnel policy.

#### Fiscal Management

The parties will work together to maximize available resources and actively seek funding to accomplish natural resource priorities and programs.

Each party is responsible for its own fiscal resources to include equipment, supplies, and accounts.

The Department Head and District Administrative Assistant will actively assist the district with the following:

- 1) Development of operating budgets.
- 2) Tracking of expenditures for maintaining funding accountability.
- 3) Making recommendations regarding expenditure of funds and purchases.

**TECHNICAL AND ADMINISTRATIVE CONTACTS**

NRCS	Technical
Name:	Doug Wassum
Title:	Resource Conservationist
Address:	730 N. Granville Street, Ste B Edenton, NC 27932
Phone No.	1-252-482-4127 ext. 3
Fax No.	N/A
E-Mail:	Doug.Wassum@nc.usda.gov

NRCS	Administrative
Name:	Renee Melvin
Title:	ASTC-Field Operations
Address:	1100 Parkway Dr., Goldsboro, NC 27534-3477
Phone No.	1-919-751-0976
Fax No.	N/A
E-Mail:	Renee.Melvin@nc.usda.gov

SWCD	Technical
Name:	Jacob A. Peele
Title:	NCACSP Technician
Address:	Edenton Rd Street, Hertford, NC
Phone No.	1-252-426-5545
Fax No.	N/A
E-Mail:	Peele, Jacob A <jacob.peele@perquimans.nc.gov>

SWCD	Administrative
Name:	Janet Stallings
Title:	Administrative Assistant
Address:	Edenton Road Street, Hertford, NC
Phone No.	1-252-482-4127 ext. 3
Fax No.	N/A
E-Mail:	Janet Stallings <janetstallings@perquimanscountync.gov>

**RECORDS**

The parties will agree on the maintenance, update, and disposition of relevant records. Access to records will be governed by the Section 1619 of the Food, Conservation, and Energy Act of 2008, the Federal Freedom of Information Act (FOIA) and/or the North Carolina Public Records Law depending on whether the record is a federal record or a state/local record. Each party accepts responsibility for any security breach caused by their employee(s). District personnel with access to federal records, either electronic or hard copies, will complete the required annual security training, conducted through NRCS.

All parties agree to protect personally identifiable and/or confidential information from customers and employees by securing this information in locked file cabinets. When the information is being used and not in a locked cabinet, the employees will keep it with them personally (folder, memory storage device) to avoid improper disclosure of information or loss of data. Personally identifiable and/or confidential information will only be used for authorized purposes.

### **FEE FOR SERVICES**

From time to time, the Perquimans Soil and Water Conservation District may:

- Sell material (i.e. native species plants)
- Solicit sponsorship for special events, or community/educational workshops
- Perform general fundraising

### **ACCOUNTABILITY**

The parties agree to cooperatively develop and utilize natural resource databases to measure effectiveness in program delivery and customer satisfaction. The District will provide a copy of its Annual Report by September 1 and Plan of Operations by July 31 to other signatories of this agreement. The District will also provide a copy of their Long Range Plan which, at no time, will be in excess of five years old.

### **SCOPE OF AGREEMENT**

This agreement covers the basic operating understanding between all parties. Authority to carry out specific projects or activities, transfer of funds, or acquisition of services or property, will be established under separate agreement. The parties agree that contracts, memorandums of understanding, and/or additional agreements may be entered into, as needed, to facilitate the implementation of natural resources conservation programs within the conservation districts.

### **TORT LIABILITY**

The parties will each assume responsibility for the actions of their officials or employees acting within the scope of their employment to the extent provided by federal and state laws and local ordinances.

### **CIVIL RIGHTS**

The parties recognize the benefit and importance of delivering conservation programs equitably to all customers, having a diverse staff to assist this customer base, and having diversity within the district board. The parties agree to work cooperatively to achieve diversity in all aspects of the conservation program through effective outreach and marketing.

The parties will be in compliance with the nondiscrimination provisions contained in Titles VI and VII of the Civil Rights Act of 1964, as amended, the Civil Rights Restoration Act of 1987

(Public Law 100-259) and other nondiscrimination statutes, namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, Americans With Disabilities Act of 1990, and in accordance with the regulations of the USDA Secretary of Agriculture (7CFR-15, Subparts A & B) which provide that no person in the United States shall, on the grounds of race, color, national origin, age, sex, religion, marital status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance from the Department of Agriculture or any agency thereof.

**REVIEW/ MODIFICATION/TERMINATION**

This agreement will be reviewed annually and, unless amended, shall be in effect for a period not to exceed five (5) years from the date of final signature. The agreement can be modified or terminated at any time by mutual consent of all parties or can be terminated by any party giving 60 days written notice to the other parties.

UNITED STATES DEPARTMENT OF  
AGRICULTURE  
NATURAL RESOURCES  
CONSERVATION SERVICE

NCDA&CS – DIVISION OF SOIL AND  
WATER CONSERVATION

By: \_\_\_\_\_  
State Conservationist

By: \_\_\_\_\_  
Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

PERQUIMANS SOIL AND WATER  
CONSERVATION DISTRICT

Perquimans County

By: W. Wayne Hurd  
Chairperson

By: \_\_\_\_\_  
PERQUIMANS County Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Attachment A**

*The following is a detailed list of Resource Inventories, Programs, and Marketing Media used to address local conservation priorities and concerns. The parties agree to utilize these in a complimentary manner, thus maximizing the delivery of conservation benefits to the customers and clients. This list is subject to informal changes or updates.*

Natural Resource Inventory (FSA, NCACSP, 0.200)  
 River Basin Study Reports  
 Natural Heritage Inventory of Perquimans County  
 Perquimans County GIS  
 Perquimans SWCD Long Range Plan  
 Soil Survey of Perquimans County, Maps of  
 County Inventory and Flood Insurance Rate  
 Historical Aerial Photos

Environmental Quality Incentives Program (EQIP)  
 Forest Land Enhancement Program (FLEP)  
 Wildlife Habitat Incentives Program (WHIP)  
 NRCS Toolkit  
 Maps (USGS Topographical, National Wetland

Grassland Reserve Program (GRP)

**PROGRAMS**

**Federally Initiated Programs**

Conservation Technical Assistance (CTA)  
 National Cooperative Soil Survey (NCSS)  
 Small Watershed Program (PL-566)  
 River basin Surveys & Investigations (RB-09)  
 Resource Conservation & Development (RC&D)  
 Emergency Watershed Program (EWP)  
 Environmental Quality Incentives Program (EQIP)  
 Agricultural Conservation Easement Program  
 Conservation Stewardship Program (CSP)  
 Agricultural Conservation Easement Program (ACEP)  
 Other Farm Bill authorized conservation programs

Forest Land Enhancement Program (FLEP)  
 Wetland Reserve Program (WRP)  
 Wildlife Habitat Incentives Program (WHIP)  
 Conservation Reserve Program (CRP/CREP)  
 Emergency Conservation Program (ECP)  
 NC Partners for Wildlife  
 Farmland Protection  
 319 Funds  
 Grassland Reserve Program (GRP)

**North Carolina Initiated State Programs**

NC Agriculture Cost Share Program (NCACSP) -  
 DSWC  
 Erosion and Sedimentation Control – Urban Areas  
 Site Plan Reviews – Non-Ag. Developments  
 Confined Animal Permits – NCDENR  
 Farmland Protection  
 NC – Wetland Restoration Program (NC-WRP)  
 NC Agriculture Water Resource Assistance Program  
 (AgWRAP) – DSWC

Comm. Conservation Assistance Program (CCAP)  
 Clean Water Management Trust Fund (CWMTF)  
 Wildlife Biology Technical Assistance – NCWRC  
 Wildlife Restoration Committee  
 State non-discharge rules (0.100, 0.2H200 & 0.2T)  
 Forest Development Plan – (FDP) – NCFS  
 North Carolina Environmental Education Plan  
 North Carolina Big Sweep

**Locally Initiated Programs**

Farmland Preservation  
 Site Plan Reviews – Non-Ag. Developments  
 Awards and Recognition Program

Open Spaces Institute Advisory Board  
 Erosion & Sedimentation Control – Urban Areas  
 Environmental Education

**MARKETING MEDIA**

- Newsletters (SWCD, FSA, CES, County Web.)
- Private & Public Schools
- Church Newsletters
- Local Broadcasting (TV, Radio, Cable)

- Regional Chamber of Commerce
- Community College
- 4-H Groups
- Social Media (Facebook)



**§ 160A-272. Lease or rental of property.**

(a) Any property owned by a city may be leased or rented for such terms and upon such conditions as the council may determine, but not for longer than 10 years (except as otherwise provided in subsection (b1) of this section) and only if the council determines that the property will not be needed by the city for the term of the lease. In determining the term of a proposed lease, periods that may be added to the original term by options to renew or extend shall be included.

(a1) Property may be rented or leased only pursuant to a resolution of the council authorizing the execution of the lease or rental agreement adopted at a regular council meeting upon 30 days' public notice. Notice shall be given by publication describing the property to be leased or rented, stating the annual rental or lease payments, and announcing the council's intent to authorize the lease or rental at its next regular meeting.

(b) No public notice as required by subsection (a1) of this section need be given for resolutions authorizing leases or rentals for terms of one year or less, and the council may delegate to the city manager or some other city administrative officer authority to lease or rent city property for terms of one year or less.

(b1) Leases for terms of more than 10 years shall be treated as a sale of property and may be executed by following any of the procedures authorized for sale of real property.

(c) Notwithstanding subsection (b1) of this section, the council may approve a lease without treating that lease as a sale of property for any of the following reasons:

- (1) For the siting and operation of a renewable energy facility, as that term is defined in G.S. 62-133.8(a)(7), for a term up to 25 years.
- (2) For the siting and operation of a tower, as that term is defined in G.S. 146-29.2(a)(7), for communication purposes for a term up to 25 years.
- (3) For the operation and use of components of a wired or wireless network, for a term up to 25 years; provided, however, that the lease is entered into with a private broadband provider or a cooperative in connection with a grant agreement pursuant to G.S. 143B-1373 and is for a discrete and specific project located in an unserved area of an economically distressed county seeking to provide broadband service to homes, businesses, and community anchor points not currently served.

(d) Notwithstanding subsection (a) of this section, any lease by a city of any duration for components of a wired or wireless network shall be entered into on a competitively neutral and nondiscriminatory basis and made available to similarly situated providers on comparable terms and conditions and shall not be used to subsidize the provision of competitive service. (1971, c. 698, s. 1; 1979, 2nd Sess., c. 1247, s. 26; 2009-149, ss. 2, 3; 2010-57, s. 2; 2010-63, s. 2(b); 2011-150, s. 1; 2014-120, s. 34; 2015-246, s. 9; 2018-5, s. 37.1(c).)



# PERQUIMANS COUNTY

## BOARD OF COMMISSIONERS

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

WALLACE E. NELSON  
CHAIRMAN  
FONDELLA A. LEIGH  
VICE CHAIR  
JOSEPH W. HOFFLER  
T. KYLE JONES  
ALAN LENNON  
CHARLES WOODARD  
W. HACKNEY HIGH, JR.  
COUNTY ATTORNEY

MARY P. HUNNICUTT  
CLERK TO BOARD

W. FRANK HEATH, III  
COUNTY MANAGER

### RESOLUTION OF INTENT TO LEASE REAL PROPERTY TO HISTORIC HERTFORD, INC. PURSUANT TO N.C.G.S. § 160A-272

WHEREAS, Perquimans County (the "County") is the owner of the real property located at 110 W. Academy Street, Hertford, North Carolina 27944, which property is further identified as Perquimans County Tax Parcel # 3-D040-AA112-H and which property is described by deed to Perquimans County recorded in Book 134, Page 881, Perquimans County Registry; together with the buildings, improvements and fixtures thereon, all easements, hereditaments, privileges and appurtenances related thereto, and all equipment, and personal property therein (together the "Leased Premises"); and

WHEREAS, the County desires to lease the Leased Premises to Historic Hertford, Inc. ("HHI") for the purposes of providing HHI with professional office space and meeting rooms and providing a theater for Carolina Moon Theater Group ("CMTG"); and

WHEREAS, the County believes it is in the best interests of the County and its citizens and in furtherance of public purposes for HHI to have professional office space and meeting rooms and to provide CMTG with space for a theater; and

WHEREAS, the County desires to lease the Leased Premises to HHI for the amount of one dollar (\$1) per year and other good and valuable consideration as set forth in the lease attached hereto (the "lease"); and

WHEREAS, N.C.G.S. § 160A-272 authorizes the County to lease real property owned by it.

NOW THEREFORE, pursuant to the provisions of N.C.G.S. §160A-272 and in consideration of the terms and provisions of the lease, the Perquimans County Board of Commissioners resolves and declares:

1. That the County lease to HHI the Leased Premises upon such terms and provisions as set forth in the lease.
2. That a copy of this resolution be placed in the minutes of the June 3, 2019 meeting of the Perquimans County Board of Commissioners.

This the 3 day of June, 2019.

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

\_\_\_\_\_  
Mary P. Hunnicutt, Clerk to the Board

SEAL

**Perquimans County's Vision:**

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

NORTH CAROLINA  
PERQUIMANS COUNTY

**LEASE**

THIS LEASE is made effective as of the \_\_\_\_\_ day of \_\_\_\_\_ 2019, by and between PERQUIMANS COUNTY, NORTH CAROLINA, a body politic existing under the laws of the State of North Carolina ("County") and HISTORIC HERTFORD, INC. (CAROLINA MOON THEATER GROUP), a North Carolina nonprofit corporation ("Tenant").

**PREMISES**

A. County is the owner of the property located at 110 W. Academy Street, Hertford, NC 27944, Perquimans County Tax Parcel # 3-D040-AA112-H; reference is made to Deed to Perquimans County recorded in Book 134, Page 881, Perquimans County Registry; together with the buildings, improvements and fixtures thereon, all easements, hereditaments, privileges and appurtenances related thereto, and all equipment, and personal property therein (the "Leased Premises").

B. County desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from County.

NOW, THEREFORE, in consideration of the premises, the mutual obligations of the parties contained in this Lease, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **Lease:**

County, for and in consideration of the payments hereinafter stipulated to be made by Tenant and the covenants and agreements hereinafter contained to be kept and performed by Tenant does, by these presents, demise, lease and let unto Tenant, for the term and upon the conditions hereinafter stated, the Leased Premises; under and subject, however, to liens, deed restrictions, covenants, easements, reservations and rights of way, if any, any state of facts an accurate survey might show, zoning regulations and ordinances, building restrictions and governmental regulations now in effect or hereafter adopted by any governmental authority having jurisdiction and to which the Leased Premises may be subject.

2. **Term:**

(a) **Initial Term.** The initial term of this Lease shall begin on May 6, 2019 and extend for a period of five (5) years unless sooner terminated as herein provided. Upon sixty (60) days written notice during the initial term, either the County or Tenant may withdraw from this agreement and the lease will be terminated accordingly.

(b) **Optional Renewal Terms.** This Lease shall be automatically renewed and extended for up to a maximum of five (5) additional terms of one (1) year each, upon the same terms and conditions of the initial term of this Lease, unless either County or Tenant gives to the other party sixty (60) days written notice before the end of the term about to expire that the Lease shall not be so renewed and extended. The Initial Term and all exercised Optional Renewal Terms may be referred to herein as the "Term."

3. Rental:

Tenant agrees to pay rent for the Leased Premises in the amount of one dollar (\$1.00) per year, payable in advance on or before the first day of the Initial Term and the first day of each Optional Renewal Term.

4. Condition and Title of Leases Premises Repairs:

Tenant acknowledges that except as otherwise set forth in this Lease: (i) Tenant has examined the Leased Premises prior to the making of this Lease and knows the condition thereof as of the first day of the Initial Term and accepts the same in said conditions; (ii) no representations as to the condition of the Leased Premises have been made by representatives of County, and (iii) Tenant is entering into this Lease relying solely upon its own examination of the Leased Premises. EXCEPT AS SPECIFICALLY NOTED IN THIS LEASE, INCLUDING THE NEXT SENTENCE, BY THE EXECUTION OF THIS LEASE, TENANT SHALL BE DEEMED TO HAVE ACCEPTED THE LEASED PREMISES IN AN AS-IS CONDITION. TENANT ACKNOWLEDGES THAT COUNTY HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, WITH RESPECT TO THE LEASED PREMISES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

5. Utility Services:

Tenant agrees to pay or cause to be paid all charges for gas, water, fuel, oil, sewer, electricity, light, heat, power, telephone and other utilities and services, used, rendered, or supplied to, upon or in connection with the Leased Premises. Tenant agrees that County is not, nor shall it be, required to furnish to Tenant or any other occupant of the Leased Premises, any gas, water, fuel, oil, sewer, electricity, light, heat, power or any other facilities, equipment, labor, materials or services of any kind, except as otherwise provided for herein. Tenant shall keep the Leased Premises free and clear of any lien or encumbrance of any kind whatsoever created by Tenant's acts or on omissions.

6. Indemnification and Non-Liability of County:

Tenant covenants and agrees, at its expense, to pay and to indemnify, defend and save harmless, County, and all of its officers, agents, shareholders, members, employees and directors, from and against, any and all losses, penalties, fines and other pollution related items, costs, expenses (including reasonable attorneys' and consultants' fees), claims, damages, liabilities and judgments ("Claims") arising from the occupation, use, possession, conduct or management of or from any work done in or about the Leased Premises or from the permitted subletting of any part thereof including any liability for violation of conditions, agreements, restrictions, laws, ordinances or regulations affecting the Leased Premises or the occupancy or use thereof during the Term. Tenant also covenants and agrees, at its expense, to pay, and to indemnify, defend, and save harmless County, and all of its officers, agents, shareholders, employees and directors, from and against any and all Claims arising during the Lease from:

- (i) any condition of the Leased Premises and 'adjoining sidewalks and passageways.
- (ii) Any and all claims by laborers and materialmen for any improvements constructed by Tenant. Tenant shall cause any mechanics lien filed against the Leased Premises as a result of any act or interest of Tenant or any party claiming through Tenant to be removed within thirty (30) days of the filing thereof,
- (iii) any breach or default on the part of Tenant in the performance of any covenant or agreement to be performed by Tenant pursuant to this Lease,

(iv) any act of negligence of Tenant, or any of its agents, contractors, servants, employees or licensees, or

(v) any accident, injury or damage whatever in or about the Leased Premises or upon or under the sidewalks and from and against all costs, reasonable attorney's fees, expenses and liabilities incurred in any action or proceeding brought by reason of any claim referred to in this Section. In the event that any action or proceeding is brought against County by reason of any such claim, Tenant, upon prompt notice from County, covenants to resist or defend such action or proceeding. Nothing contained in this Section shall be deemed to restrict Tenant from contesting any claim which it deems not properly asserted and to withhold payment until such time as an appropriate adjudication thereof and is had in a court of competent jurisdiction.

7. Property Insurance:

(a) County shall maintain property insurance on the Leased Premises on such terms and for such coverages as County may select, in County's sole and exclusive discretion.

(b) Tenant shall, at its Sole option, discretion and expense, provide insurance coverage for its personal property and equipment, and any other insurance coverage Tenant elects to procure,

8. Use:

The Leased Premises shall be used and occupied by Tenant for the following uses: (a) professional office space, (b) meeting space, and (c) a theater, and for no other use (the "Approved Use"). Tenant will not use the Leased Premises for, or carry on or permit upon the Leased Premises any offensive, noisy or dangerous trade, business, manufacture or occupation, or any nuisance or anything against public policy. Nothing shall be buried, and nothing shall be allowed to be placed in the septic or sewer system except non-toxic, non-hazardous sewage. Tenant further agrees that the Leased Premises shall not be used or be permitted to be used in whole or in part during the Term of this Lease in such a way as to cause undue depreciation or undue wear or tear of any portion thereof.

9. Hazardous Materials:

(a) Tenant agrees that it will not place, hold, store, or dispose of any Hazardous Material, as defined below, under or at the Leased Premises.

(b) As used herein, the term "Hazardous Materials" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of North Carolina or the United States Government. The term "Hazardous Materials" includes, without limitation, any material or substance that is (i) defined or designated as a "hazardous substance" under the laws of the State of North Carolina, (ii) petroleum, (iii) asbestos, (iv) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. § 1321), (viii) any other Federal, state or local statute law, ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as may now or at any time in the future be in effect, or any hazardous, toxic or dangerous, waste, substance, or material. (collectively the "Environmental Laws").

(c) Tenant hereby agrees to and does indemnify, defend, and hold harmless County of, from and against any and all losses, liabilities, damages, injuries, costs, expenses and claims of any and every kind whatsoever (including without limitation, court costs and attorneys' fees) which at any time or from any

time to time may be paid, incurred or suffered by, or asserted against County for, with respect to, or as a direct or indirect result of any breach by Tenant, its agents, invitees, officers, or licensees of the foregoing covenants (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any Environmental Law.

10. Liability Insurance:

(a) County may maintain liability insurance on the Leased Premises on such terms and for such coverages as County may select, in County's sole and exclusive discretion.

(b) Tenant shall maintain Commercial General Liability Insurance, including Contractual Liability insurance coverage, covering Tenant's operations in the Leased Premises, with combined single limits of not less than \$2,000,000 per occurrence for bodily injury or property damage, naming County as an additional insured. Such insurance shall be endorsed to provide that the insurance shall be primary to and not contributory to any similar insurance carried by County, and shall contain a severability of interest clause.

11. Maintenance and Repair:

Tenant, at its expense, will keep and maintain the Leased Premises in good repair, and shall return same to County upon the expiration of this Lease, reasonable wear and tear excepted. Tenant shall promptly make or cause to be made, all repairs, interior and exterior, structural and non-structural, ordinary and extra-ordinary, foreseen and unforeseen, however minor or major, deemed necessary by the County to keep the Leased Premises in good and lawful order and condition, whether or not such repairs are due to any laws, rules, regulations or ordinances enacted subsequent to the date of this Lease which involve a change of policy or requirement on the part of any governmental body or any changes required to conform the Leased Premises to the standards as may from time to time be necessary to meet the requirements of the Programs (as defined below). All such maintenance and repairs and all painting (interior and exterior) and decoration of the Leased Premises shall be the sole and exclusive expense of Tenant. To the extent the landscaping and grounds of the Leased Premises are not regularly maintained by Perquimans County, Tenant shall be solely responsible for the regular maintenance of the landscaping and grounds for the Leased Premises at Tenant's sole cost and expense.

12. Improvements and Alterations:

Tenant shall not make any changes in the building or improvements located upon the Leased Premises which would alter the structural integrity of the Leased Premises. Tenant shall not make any new improvements or non-structural alterations or changes to existing improvements on the Leased Premises without prior written consent of County in each instance. Plans and specifications for any proposed alterations and improvements shall be submitted by Tenant to County at least forty-five (45) days prior to the proposed date of commencement of the alterations or improvements. If County fails to respond to such written request within forty-five (45) days after submission, the request shall be deemed to have been rejected by County. Tenant shall bear the full and sole cost of all approved alterations and improvements made to the Leased Premises by Tenant.

13. Right to Inspect:

During the term hereof, County and/or its representative shall have the right to enter upon the Leased Premises at all reasonable times upon twenty-four (24) hours notice to Tenant to inspect the Leased

Premises and ensure compliance with the terms and conditions hereof. Upon 24 hours written notice to Tenant of Tenant's default in making any repairs and/or replacements for which Tenant is responsible, County may, but shall not be required to make any such repairs and/or replacements, and any reasonable expenses thereby incurred by County shall constitute and be collectible as additional rent.

14. Subordination:

At the option of County, this Lease shall be subordinated to the lien of any mortgage or deed of trust (hereinafter, a "mortgage") which County may place on the Leased Premises provided the terms of any such mortgage provide that as long as Tenant shall discharge its obligations under this Lease: (i) its tenancy shall not be disturbed; (ii) this Lease shall not be affected by any default under a mortgage; (iii) in the event of foreclosure of a mortgage, the right of Tenant shall survive, provided Tenant fully performs all of its obligations hereunder, and provided further that Tenant shall not have prepaid any rent, except as the same becomes due under the terms of this Lease; and (iv) this Lease shall continue in force and effect. Upon County's request, Tenant shall execute any instrument, which may be required to effectuate such a subordination, provided County shall first have delivered to Tenant a copy of a recordable agreement signed by a mortgagee(s) that satisfies the foregoing requirements. If Tenant is notified of County's assignment of this Lease as security for a mortgage loan, and of the name and address of the mortgagee or trustee, Tenant shall not terminate or cancel this Lease for any default on the part of County without first: (i) giving notice of its intention to do so to such mortgagee or trustee, the notice to describe in reasonable detail the nature and extent of the default; and (ii) affording such mortgagees or trustee a reasonable opportunity to perform on behalf of County its obligations under this Lease.

15. Condemnation:

If at any time during the term of this Lease, title to all or substantially all of the Leased Premises shall be taken in condemnation proceedings or by any right of eminent domain, so that the remainder of the Leased Premises cannot be operated for the Approved Use. In that event, this Lease shall forthwith terminate, and all condemnation proceeds shall belong to County. If the taking shall occur on a date other than the first day of the month, the rent shall be prorated to the date of taking.

16. Fire or other Casualty Losses:

In the event of damage to or destruction of one or more of the buildings included within the Leased Premises, County shall promptly restore or cause to be restored said building and its contents as nearly possible to their condition prior to such damage or destruction. All insurance proceeds received by County pursuant to the provisions of this Lease, less the cost, if any, of such recovery, shall be applied by County to the payment of such restoration, as such restoration progresses. If (i) the building is completely destroyed or so damaged by fire or other casualty covered by insurance as to render it unfit for the Approved Use, and the repair or restoration is not economically feasible, either party hereto may terminate this Lease on written notice of at least ten (10) days after date of such damage or destruction. For the period of time between the date of such fire or other casualty and until the repairs have been substantially completed or this Lease terminated, there shall be an abatement of the Rent and any additional rent, and upon the termination of this Lease, the Rent and any additional rent shall be apportioned to the date of termination. In such case, all insurance proceeds insuring County's property shall belong to County.

17. Covenant of Quiet Possession:

County represents that it has full right and authority to lease the Leased Premises, and Tenant shall peacefully and quietly hold and enjoy the Leased Premises for the full term of this Lease so long as Tenant does not default in the performance of any of the terms of this Lease.

18. Ad Valorem Taxes:

Tenant shall pay all ad valorem taxes assessed against the Leased Premises and any personal property, fixtures, furniture and equipment located on the Leased Premises.

19. Signs:

Tenant shall have the right to install signs from the exterior of the building regarding the conduct of its business, subject to any applicable governmental laws, ordinances, regulations, and other requirements.

20. Default:

- (a.) Upon the occurrence of any one or more of the following events by Tenant (the "Events of Default," any one an "Event of Default"), County shall have the right to exercise any rights or remedies available in this Lease, at law or in equity. Events of Default shall be as follows:
- (i) Tenant's failure to pay when due any rental or other sum of money payable under this Lease and such failure is not cured within ten (10) days after written notice of such failure;
  - (ii) Failure to perform any other of the terms, covenants or conditions contained in this Lease if not remedied within thirty (30) days after receipt of written notice of such failure; or if such default cannot be remedied within such period, Tenant does not within thirty (30) days after written notice of such failure commence such act, or acts as shall be necessary to remedy the default and shall not thereafter complete such act or acts within a reasonable time;
  - (iii) Tenant, shall become dissolved, bankrupt or insolvent, or file any debtor proceedings, or file pursuant to any statute a petition in bankruptcy or insolvency or for reorganization, or file a petition for the appointment of receiver or trustee for all or substantially all of Tenant's assets and such petition or appointment shall not have been set aside within sixty (60) days from the date of such petition or appointment, or if Tenant makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement;
  - (iv) The levy or execution, attachment or other taking of Tenant's assets which are on the Leased Premises or the leasehold interest of Tenant hereunder, by process of law or otherwise in satisfaction of any judgment, debt or claim, without the same being extinguished within sixty (60) days of such levy, execution, attachment or other taking;
- (b) In addition to its other remedies, either at law, equity, or other, County, upon an Event of Default by Tenant, shall have the immediate right, after any applicable grace period expressed in this Lease, to terminate and cancel this Lease. In the event of an elected termination, County may recover from Tenant damages, including the costs of recovering the Leased Premises, and Tenant shall remain liable to County for the total Rent (which may at County's election be accelerated to be due and payable in full at its present value using a six percent (6%) discount rate as of the Event of Default and recoverable as damages in a lump sum) as would have been payable by Tenant under this Lease for the remainder of the term less the rentals actually received from any re-letting or, at County's election, less the reasonable rental value of the Leased Premises for



the remainder of the term. County has the affirmative duty to use reasonable efforts to mitigate Tenant's liability under this Section by re-letting the Leased Premises.

21. Applicable Law:

This Lease shall be governed exclusively by the laws of the State of North Carolina.

22. Surrender:

At the expiration of the Lease, as applicable, Tenant shall surrender the Leased Premises in as good condition as it was in at the beginning of the Initial Term, reasonable use and wear and damage by the elements excepted.

23. Severability:

If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law notwithstanding the invalidity of any other term or provision of this Lease.

24. Notices and Demand:

All notices, requests and other communications hereunder shall be in writing and shall be deemed to have been validly served, given or delivered three (3) business days after deposit in the United States mail, as registered or certified mail, with proper postage prepaid, on the day of delivery if delivered by hand, or on the next business day after delivery to an overnight carrier service, all charges prepaid, and addressed to the party or parties to be notified, at the following addresses (or such other address(es) as a party may designate for itself by like notice):

To County:                   County Manager  
                                  P.O. Box 45  
                                  Hertford, NC 27944

To Tenant:                   Historic Hertford, Inc.  
                                  110 Academy Street  
                                  Hertford, NC 27944

With a Copy to:           Hackney High  
                                  County Attorney  
                                  P.O. Box 92  
                                  Edenton, NC 27932

The addresses of County and Tenant and the party, if any, to whose attention a notice or copy of same shall be directed may be changed or added from time to time by either party giving notice to the other in the prescribed manner.

In relation to Successors and Assigns, this Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns. No amendment or modification to this Lease shall be binding upon County unless same is in writing.

25. Compliance with Law:

During the Term Tenant shall comply with all applicable laws, rules and regulations pertaining to its use of the Leased Premises.

26. Short Form Lease:

If requested by Tenant, County shall execute a recordable Memorandum or Short Form Lease, prepared at Tenant's expense, specifying the exact term of this Lease and such other terms as the parties shall mutually determine. If recorded, Tenant shall pay any and all recording fees, excise and transfer taxes associated with such recordation of the Lease or Memorandum or Short Form Lease.

27. Holding Over:

In the event Tenant remains in possession of the Leased Premises after the expiration of the final renewal term, Tenant shall occupy the Leased Premises as a Tenant from month to month, subject to all of the conditions of this Lease, insofar as consistent with such a tenancy.

28. Waivers:

Failures of County or Tenant to object to any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by County or Tenant at any time, express or implied, of any breach of any provisions of this Lease shall be deemed a consent to any subsequent breach of the same or other provision. No acceptance by County of any partial payment shall constitute an accord or satisfaction, but shall only be deemed a part payment on account. Any waiver or release by either party must be in writing signed by such party.

29. Survivorship:

All covenants, indemnities and other provisions contained in this Agreement, that by their context, or otherwise evidence the intent of the parties to survive the expiration or earlier termination of this Lease, shall survive the expiration or other termination of this Lease.

30. Independent Contractor:

The relationship between County and Tenant is solely that of landlord and tenant. Neither party shall have any right or authority to assume or create any obligation of any kind, express or implied, on behalf of the other. Tenant shall pay all salaries, compensation and other benefits of its personnel and County shall have no responsibility whatsoever for the same. Tenant shall keep in full force and effect all required worker's compensation insurance on its personnel and shall be responsible for all withholding taxes due and becoming due upon the compensation of said personnel.

31. Headings:

The section headings in this Lease are for convenience and reference only, and they shall in no way be held to explain, modify, or construe the meaning of the terms of this Lease.

32. Entire Agreement:

This Lease expresses the entire understanding of the parties hereto with respect to the Leased Premises and neither party hereto has made or shall be bound by the agreement or representation to the other party which is not expressly set forth in the above-stated Agreement or this lease or in any certified delivered in connection with the execution and delivery thereof or hereof, nor shall this Lease be altered, modified or discharged except by an agreement in writing duly signed by each of the parties hereto,

33. Abandonment.

In the event Tenant voluntarily and permanently (i.e. removal of furniture, fixtures and equipment) closes the Leased Premises for a period in excess of sixty (60) days (except in reasons of casualty, rebuilding, repairing, re-fixturing), County shall have the right to terminate this Lease at any time prior to the re-opening of the Leased Premises by giving written notice to Tenant. Temporary cessations of operations to make alterations or circumstances beyond the control of Tenant and in any event cessation for a period of less than sixty (60) consecutive days shall not be considered a discontinue of operations.

34. Assignment and Subletting:

(a) Tenant shall not, whether voluntarily or by operation of law, assign, license, franchise, transfer, mortgage, hypothecate, pledge, or otherwise encumber (collectively "Transfer") all or any part of this Lease or any interest therein, and shall not sublet, franchise, or license (also included as a "Transfer") all or any part of the Leased Premises, without first obtaining the prior written consent of County in each instance pursuant to the requirements of this Section. Any attempted Transfer without County's prior consent shall be void and shall confer no rights upon any third parties.

(b) In the event this Lease is Transferred with the consent of County, the assignee or subtenant shall be bound by the agreements and provisions herein contained, and Tenant shall remain bound for the fulfillment and performance of all agreements and provisions herein to be kept and performed by Tenant.

(c) If Tenant desires at any time to Transfer the Leased Premises or any part of the Leased Premises, Tenant shall submit to County at least sixty (60) days before the proposed effective date of the Transfer ("Proposed Effective Date"), in writing, (i) A request for permission to Transfer, setting forth the Proposed Effective Date, which shall be no less than sixty (60) days after the sending of that notice; (ii) The name of the proposed subtenant or assignee or other party; (iii) The nature of the business to be conducted in the Leased Premises after the Transfer; (iv) The terms and provisions of the proposed Transfer; (v) A copy of all proposed documentation pertaining to the Transfer; (vi) Current financial statements (audited, if available) of Tenant and the proposed subtenant or assignee; and (vii) Such additional information that County may reasonably request to make a reasoned judgment.

(d) Without in any way limiting County's right to refuse to give that consent for any other reason or reasons, County shall be deemed to have reasonably withheld its consent to any Transfer if, in County's reasonable opinion: (i) The proposed use of the Leased Premises by the assignee or subtenant is not

compatible with the Approved Use; (ii) The financial net worth of a proposed assignee is less than that of Tenant; or (iii) The Tenant is in default under any of the terms of this Lease as of the date Tenant notifies County of the proposed Transfer or as of the Proposed Effective Date of the Transfer.

35. Time of Essence:

Time is expressly declared to be of the essence of this Lease.

(signatures begin on the following page)

IN TESTIMONY WHEREOF, PERQUIMANS COUNTY has caused this instrument to be executed in its name by its Chairman, attested by the Clerk to the Board of Commissioners, pursuant to this lease adopted this \_\_\_\_\_ of \_\_\_\_\_, 2019, all the day and year first above written.

PERQUIMANS COUNTY, NORTH CAROLINA

By: \_\_\_\_\_  
Chairman

(Affix Corporate Seal)  
Attest:

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

TENANT:  
HISTORIC HERTFORD, INC.  
(CAROLINA MOON THEATER GROUP)

By: \_\_\_\_\_  
\_\_\_\_\_

Title: \_\_\_\_\_  
\_\_\_\_\_

**Mary Hunnicutt**

---

**From:** Brendan Nolan <bnolan@thewootencompany.com>  
**Sent:** Thursday, May 02, 2019 11:24 AM  
**To:** Mary Hunnicutt (mhunnicutt@perquimanscountync.gov)  
**Subject:** [External] ESFRLP Bid Awards  
**Attachments:** Holley Bid for Hurdle.pdf; Bid Tabulation 190501.pdf

Mary,

Please add contract awards to the Commissioner's package so the two contracts for Housing Rehabilitation can be awarded at the May, Commissioner's meeting. I spoke to Mr. Heath and he was agreeable to this challenging schedule in order to advance the project.

I spoke to both contractors that submitted bids. William Holley Construction's bid for the James Hurdle case was not correct on the bid sheet. The actual bid was \$22,450 vs the \$24,450 reflected. The actual bid of \$22,450 is outside the 15% lower range for responsible bids and cannot be accepted as responsible per the Assistance Policy. Blair Shores Builders, second low bidder at \$24,900 for Case #11 is within the acceptable bid range and is considered to be responsible.

It is recommended that the County award Case #9 at \$23,950 to William Holley Construction and Case #11 at \$24,900 to Blair Shores Builders. Dorothy Holley with William Holley Construction was not opposed to one of the case, for which they were low bidder, being awarded to Blair Shores Builders.

Thanks for your assistance.

**Brendan Nolan**

Project Coordinator  
The Wooten Company  
301 West 14<sup>th</sup> Street  
Greenville, NC 27834  
252.757.1096  
Fax 252.757.3221  
[www.thewootencompany.com](http://www.thewootencompany.com)



PERQUIMANS COUNTY ESSENTIAL SINGLE-FAMILY REHABILITATION LOAN POOL (ESFRLP1719)

RE-BID TABULATION

DATE & TIME: WEDNESDAY, MAY 1, 2019 AT 10:30 AM

LOCATION: COMMISSIONER'S ROOM, PERQUIMANS COUNTY COURTHOUSE ANNEX

110 NORTH CHURCH STREET, HERTFORD, NC 27944

CONTRACTOR	CASE #09	CASE #11
	304 Brace Ave, Hertford, NC B. Harrell	259 Hurdle town Rd, Hertford, NC J. Hurdle
<i>Blair Shores Builders</i>	<i>23,950 *</i>	
<i>William Holley Construction</i>		<i>Actual bid was</i>
		<i>\$22,450 per</i>
		<i>Contractors bid sheet.</i>
		<i>The \$24,450 was</i>
		<i>recorded in error.</i>
		<i>The low bid is outside</i>
		<i>the 15% lower range for</i>
		<i>acceptable bid and can</i>
		<i>not be accepted as</i>
		<i>responsible. Second low</i>
		<i>bid is responsible.</i>
		<i>BIM</i>
<b>COST ESTIMATE</b>		

This is to notify of the bids opened and read aloud at the time, date and location shown above.  
The Locality will award the contract based on the contractor qualifications, cost estimate and contractor scheduling.

*Frank Heath*

Witnessed By

*Brendan Nolan*

Opened By

**WORK WRITE-UP BID SHEET**

**PROPERTY ADDRESS:** 259 Hurdletown Road, Hertford, NC 27944

**OWNER'S NAME:** James and Mollie Hurdle

**CASE #:** 11

**BID DATE:** Wednesday, May 1, 2019 at 10:30 AM

I, the undersigned contractor, have inspected the foregoing listed property and understand the extent and character of the work to be completed as described in the Work Write-Up. I propose to furnish all labor, material and equipment necessary to accomplish the work as indicated above, for the sum of \_

Twenty-Two Thousand-Four Hundred-Fifty 00/100  
 Dollars, (\$ 22,450.00)

<p><u>William Hilly Construction</u> Contractor</p> <p><u>243-94-8296</u> SSN or Fed ID and General Contractor's License Number (if licensed)</p> <p><u>502A Wilkott Road</u> Address</p> <p><u>Edenton</u> <u>NC</u> <u>27932</u> City State Zip Code</p> <p><u>252-339-17086</u> Phone Number</p> <p><u>William Hilly</u> Signature</p> <p><u>05-01-2019</u> Date</p>	<p><input checked="" type="checkbox"/> WV-9</p> <p><input checked="" type="checkbox"/> Contractor's Registration Form</p> <p><input checked="" type="checkbox"/> Evidence of Insurance</p> <p><input checked="" type="checkbox"/> Certified Renovator's Certificate</p> <p>It is highly recommended that the documents detailed above be included with your bid to facilitate contract award. If documents are not included with the bid, the documents must be submitted upon request and are a prerequisite to contract award.</p>
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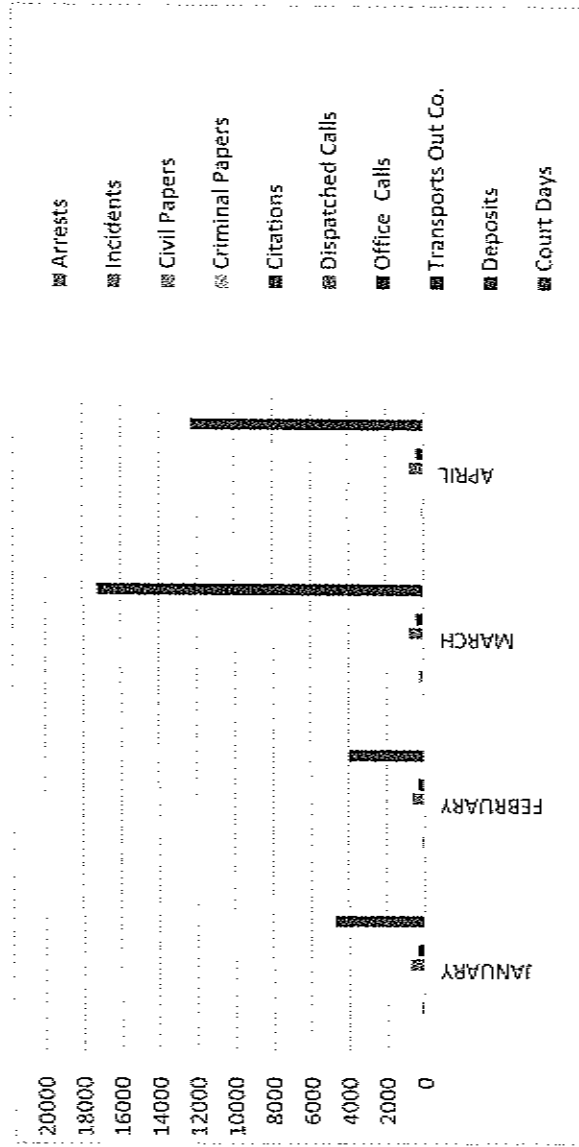
FOR  
INFORMATION  
ONLY  
ITEMS

# DEPARTMENT HEAD REPORTS



Perquimans County Sheriff's Office --- April 2019 Activity Report

	Arrests	Incidents	Civil Papers	Criminal Papers	Citations	Dispatched Calls	Office Calls	Transports Out Co.	Deposits	Court Days
JANUARY	27	33	166	30	15	736	368	4	\$4,734.00	9
FEBRUARY	33	41	132	25	8	640	320	2	\$3,986.09	7
MARCH	24	30	228	24	19	796	398	1	\$17,226.68	11
APRIL	24	27	105	15	16	740	370	4	\$12,270.21	7



Board of Commissioners:  
Finance Officer:

PERQUIMANS COUNTY  
OFFICIAL REPORT

Date Apr. 2019

I wish to report that during the month April 2019 I received the following funds which were duly deposited in the County's depository on the dates and in the amounts as shown:

DATE	BUILDING PERMITS #	ELECTRICAL PERMITS #	PLUMBING PERMITS #	INSULATION PERMITS #	MECHANICAL PERMITS #	MOBILE HOME #	STATE TAX	MISC	TOTAL DEPOSITED
4/1/2019									\$0
4/2/2019									\$0
4/3/2019	382	\$70			\$55	1			\$657
4/4/2019									\$0
4/5/2019									\$0
4/6/2019									\$0
4/7/2019									\$0
4/8/2019			\$50		\$385	5			\$435
4/9/2019									\$0
4/10/2019	492	\$487	\$1,100	\$50	\$50	1		\$75	\$2,254
4/11/2019									\$0
4/12/2019	180	\$516		\$50		1	\$10		\$756
4/13/2019									\$0
4/14/2019									\$0
4/15/2019	375	\$5,357		\$50	\$165	3			\$5,947
4/16/2019									\$0
4/17/2019									\$0
4/18/2019		\$50			\$55	1			\$290
4/19/2019									\$0
4/20/2019									\$0
4/21/2019									\$0
4/22/2019									\$0
4/23/2019	138	\$333	\$555	\$50	\$335	4	\$10		\$1,421
4/24/2019	308	\$277		\$50			\$10		\$645
4/25/2019									\$0
4/26/2019									\$0
4/27/2019									\$0
4/28/2019									\$0
4/29/2019	162		\$45	\$50	\$55	1	\$10		\$322
4/30/2019	160	\$420	\$50	\$50	\$55	1	\$10		\$695
<b>TOTAL</b>	<b>\$2,197</b>	<b>\$7,510</b>	<b>\$1,800</b>	<b>\$300</b>	<b>\$1,155</b>	<b>17</b>	<b>\$50</b>	<b>\$75</b>	<b>\$13,422</b>

Signed:  Building Inspector

SUBJ-ADDRESS 174 Sunset Circle  
 ORDINANCE VIOLATED ???  
 NOTES 2/26/19 Cudworth called & said camper and car gone- close file  
 another complaint - now a travel trailer and car parked on right of way.  
 I contact with DOT  
 11/14/17 - trucks gone  
 11/2/17 trucks tagged for towing & chronic RRR letter and 1st class sent  
 re-complaint by Judy Cudworth - nothing moved (confirmed 10/2/17)  
 recommend legal or removal  
 RRR sent and returned unclaimed  
 re-complaint by Judy Cudworth - nothing moved (confirmed  
 7/25/17)Need to detail any violation and communicate to owner.  
 tenant came in office 3/31/17 and explained- roommate left / cars  
 gone / 2 good trucks left to be repaired asap  
 All other vehicles tagged. File open to observe.  
 found file cea 2016-10-4 letter had been sent  
 Complaint delivered in person by Bill Jackson, with insuficiant contact  
 info and insuficiant subject location info.

DISPOSITION file reclosed

DISPOSITION DATE 2/26/2019

SUBJ-ADDRESS Bethel Fishing Center

ORDINANCE VIOLATED Solid Waste

NOTES 13 complaints about 13 separate lots being used for  
 salvage/recycle/junk/ auto graveyards - all in plain sight, next to roads  
 and in back & side yards, and all on private lots in a residential  
 subdivision. Need funding for clean up project.

DISPOSITION organizing into clean-up project

DISPOSITION DATE 2/28/2019

SUBJ-ADDRESS 1034 Snug Harbor Rd.

ORDINANCE VIOLATED

NOTES Gary of Snug Harbor said Mr. Register died yesterday (3-7-19)  
 yard maintenance ongoing. Ssome items and debris leaving slowly.  
 transferred from cea 2015-11-9

DISPOSITION family keeping grass cut and cleaning slowly

DISPOSITION DATE 3/8/2019

SUBJ-ADDRESS 249 Dogwood Dr.  
ORDINANCE VIOLATED Solid Waste  
NOTES Tenants moving into 249 Dogwood called and said they received the RRR letter late. Said they started to clean up last week end but truck broke down. They will clean up this coming week end (16-17). Check Mon. with pics.  
multi hoa complaints about garbage bags in yard / 2-27-19 sent rrr with 3-11-19 deadline to clean.  
DISPOSITION deadline watching  
DISPOSITION DATE 3/14/2019

SUBJ-ADDRESS 161 Mill Rd.  
ORDINANCE VIOLATED  
NOTES trash in yard  
DISPOSITION investigate  
DISPOSITION DATE 2/28/2019

SUBJ-ADDRESS 339 Holiday Ln.  
ORDINANCE VIOLATED yard trash  
NOTES Virgil talked to owner 2/19/19 who said he would be cleaning up.  
DISPOSITION watching  
DISPOSITION DATE 2/28/2019

Address  
2412 Center Hill Hwy  
Disposition  
2-28-19 deconstructed and removed / 6-6-18 mailed first class preAMH deconstruction \* //RRR sent - preped for demo next round / public notice published Perq. Weekly // contract ready for deconstruction  
DispositionDate  
2/28/2019  
InfoNotes  
finish up next grant cycle

Address  
2414 Center Hill Hwy  
Disposition  
deconstructed and removed / AMH active // RRR sent - no response / preped for next round demo / public notice published Perq. Weekly // contract ready for deconstruction  
DispositionDate  
2/28/2019  
InfoNotes  
finish up next grant cycle

Address  
2416 Center Hill Hwy  
Disposition  
deconstructed and removed / AMH active // RRR sent - next round demo / public notice published Perq. Weekly // contract ready for deconstruction  
DispositionDate  
2/28/2019  
InfoNotes  
finish up next grant cycle



Address

917 Ocean Highway (17-S)

Disposition

3-11-19 interested heir called and will send contact info so he can be in the loop. Deconstructed, in process of grant reimbursement

DispositionDate

3/15/2019

InfoNotes

transferred from cea 2016-2-4 / declared hazzard for deconstruction with amh credit to final billing. Deconstruction contract prepared. To be scheduled. Deconstruction complete. Holding billing, pending grant reimbursement amount.

Address

406 Belvidere Rd.

Disposition

investigating

DispositionDate

3/15/2019

InfoNotes

White D/W next to Perquimans Middle School - seems to have care at times. DW seems in good condition. Letters sent.

Address

147 Comanche Trl.

Disposition

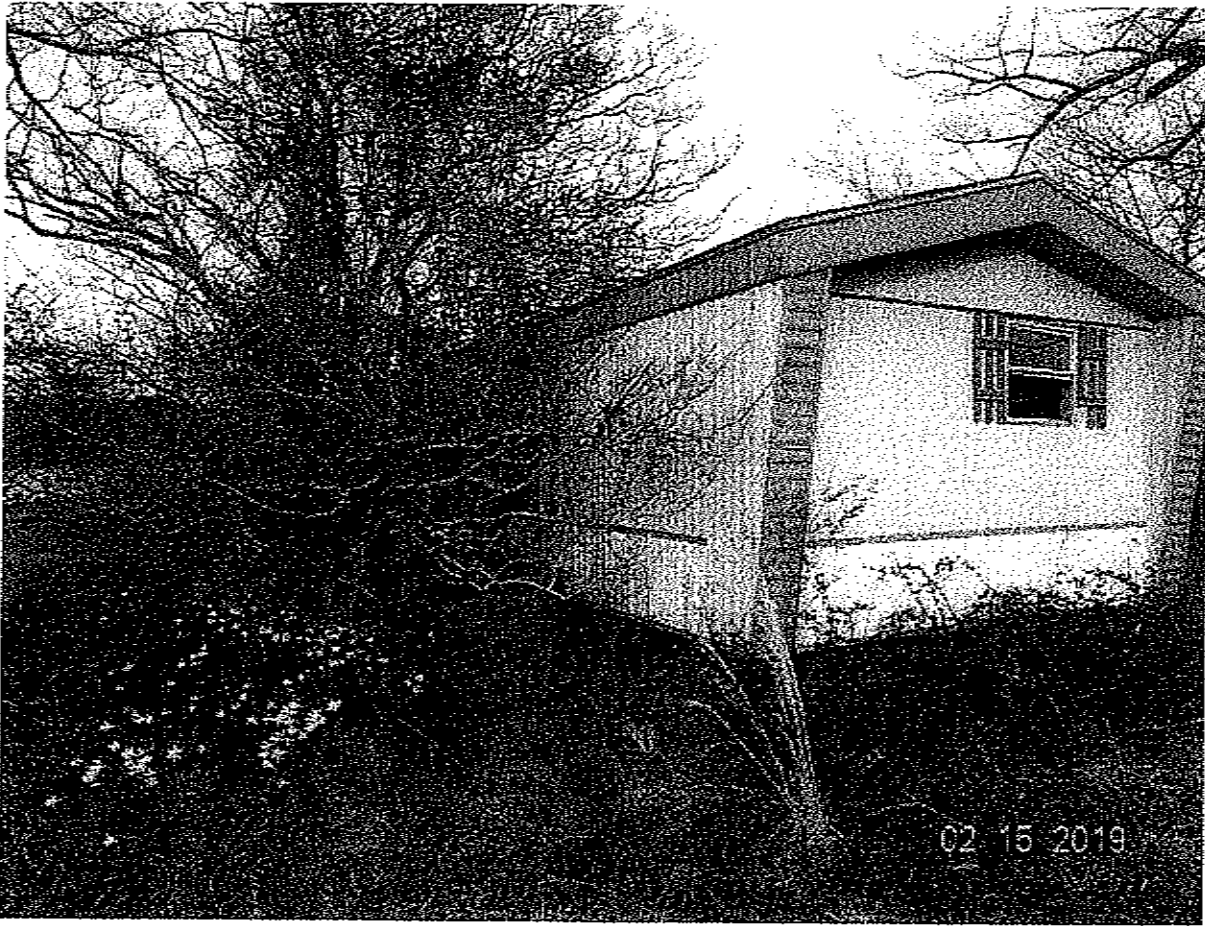
working

DispositionDate

3/14/2019

InfoNotes

logistics for final clean up, with Snug Harbor HOA.

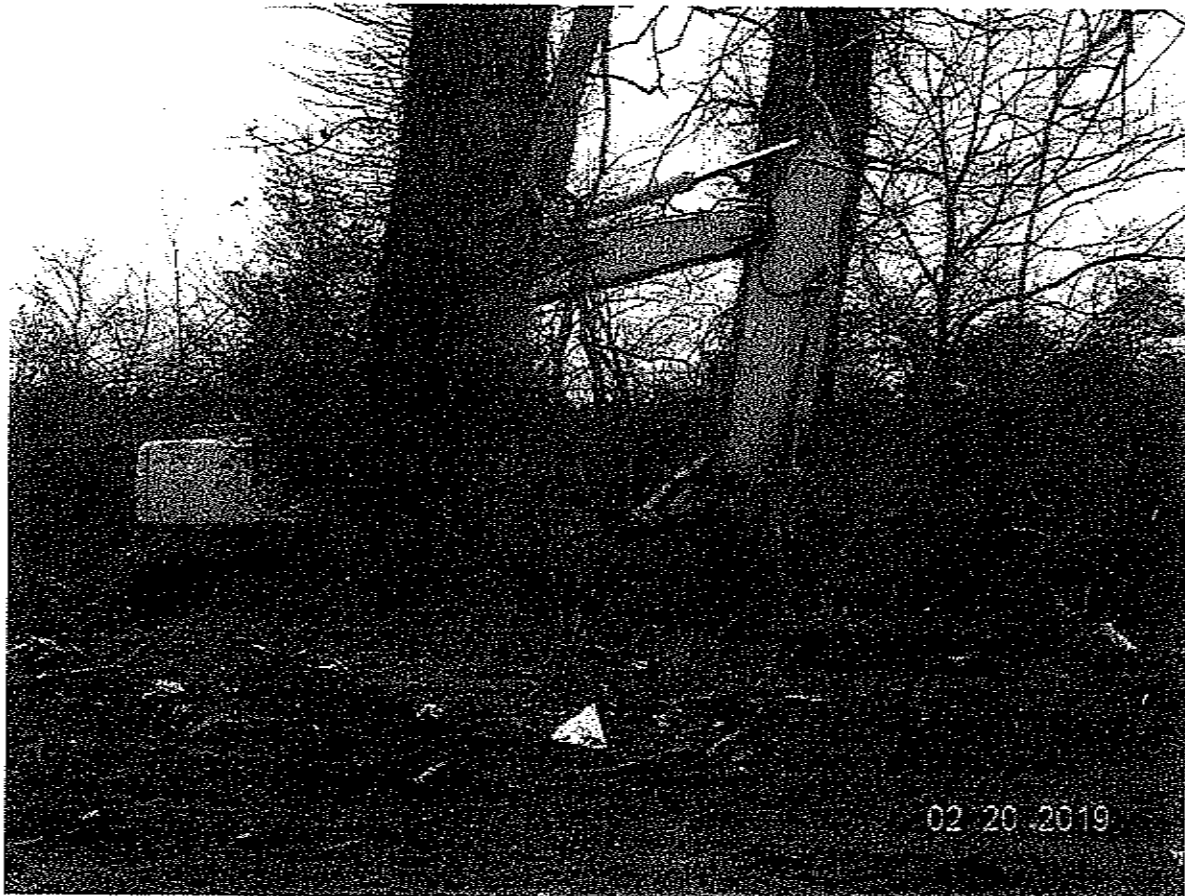


2416 Center Hill Highway





2414 Centerhill Highway





2412 Center Hill Highway 2/22/2019



APRIL 2019

SUBJ-ADDRESS 238 Hunt Club Trail

ORDINANCE VIOLATED cars

NOTES 1/28/19 additional complaint - vehicle parked in middle of road. Pics show van with current tags, parked on edge of cul de sac and coming and going, not just left there. SHERIFF not concerned.  
7/25/17 yard is organized and clean  
5/22/17 cleaned up  
Reference cea 2015-12-1, refresh file and send letters

DISPOSITION veh. Coming and going / continue to watch

DISPOSITION DATE 4/30/2019

SUBJ-ADDRESS 196 Stevenson Dr.

ORDINANCE VIOLATED

NOTES 4/30/19 1 zcar in yard / watching  
no violations  
anony complaint r/e very tall weeds and snakes

DISPOSITION watching 1 zcar / else cleaned up

DISPOSITION DATE 4/30/2019

SUBJ-ADDRESS 136 Oak Ridge CT.

ORDINANCE VIOLATED

NOTES 8/2/18 2nd call anon. / get comparison pics and check for infestations  
6-26-18 complaint about weeds and snakes. / reasonable appearance-  
see dated pics

DISPOSITION no viol

DISPOSITION DATE 4/30/2019

SUBJ-ADDRESS 150 Shoshone Trail

ORDINANCE VIOLATED ? Debris

NOTES

DISPOSITION remodeling / watching

DISPOSITION DATE 4/29/2019

SUBJ-ADDRESS lots 169 & 170 Hidden Valley TR.

ORDINANCE VIOLATED

NOTES No such addresses

DISPOSITION frivolous complaint

DISPOSITION DATE 4/26/2019

SUBJ-ADDRESS 106 Blackfoot Trail

ORDINANCE VIOLATED ???

NOTES case reopened 12/21/18 by phone (assumed Minster) UI.  
case closed  
11/13/17 received phone calls from Mr & Ms Minster, asserting neighbor throwing garbage into the yard  
11/14/17 took pictures at site of a clean yard with carpet, rugs and other household items beside front porch, mostly in bags.  
11/21/17 mailed first class and registered mail letters to occupants  
Occupants received letters and call code enforcement office to say debris was cleaned up.  
11/29/17 took pictures of cleaned yard

DISPOSITION seems personal / watching

DISPOSITION DATE 4/30/2019

SUBJ-ADDRESS 315 Bay Branch Rd.

ORDINANCE VIOLATED solid waste

NOTES Request for assistance submitted as AMH. Structure is frame, NOT manufactured home, therefore NOT eligible. Filed as CEA case and planned for removal as soon as budget and management allows.

DISPOSITION awaiting funding

DISPOSITION DATE 4/30/2019

SUBJ-ADDRESS 158 Rivershore Drive

ORDINANCE VIOLATED ??

NOTES 11/7/18 first call about solid waste. 11/9/18 2nd call about refridgerator, rusted sheds, cars in back yard

DISPOSITION no viol found / schedule followup

DISPOSITION DATE 4/30/2019

SUBJ-ADDRESS 108 Shore Drive  
 ORDINANCE VIOLATED  
 NOTES complaint about garbage and solid waste. Old complaint ref. forward from cea 2017-5-5  
 DISPOSITION schedule followup  
 DISPOSITION DATE 4/30/2019

SUBJ-ADDRESS unpaved hunt club & sea breeze  
 ORDINANCE VIOLATED solid waste  
 NOTES claims that road's vacant lots are becoming dump sites. Need to cause clean up by dumpers or prosacute.  
 DISPOSITION UI- under investigation  
 DISPOSITION DATE 4/30/2019

SUBJ-ADDRESS 198 E. Inlet Cir.  
 ORDINANCE VIOLATED  
 NOTES  
 DISPOSITION UI  
 DISPOSITION DATE 4/30/2019

SUBJ-ADDRESS 183 E. Inlet Cir.  
 ORDINANCE VIOLATED  
 NOTES complaint cars no tags  
 DISPOSITION UI  
 DISPOSITION DATE 4/30/2019

SUBJ-ADDRESS 339 Holiday Ln.  
 ORDINANCE VIOLATED  
 NOTES cars no tags  
 DISPOSITION UI  
 DISPOSITION DATE 4/30/2019

SUBJ-ADDRESS 161 Mill Rd.  
 ORDINANCE VIOLATED  
 NOTES trash in yard  
 DISPOSITION schedule followup  
 DISPOSITION DATE 4/30/2019

SUBJ-ADDRESS 339 Holiday Ln.  
 ORDINANCE VIOLATED yard trash  
 NOTES Virgil talked to owner 2/19/19 who said he would be cleaning up.  
 DISPOSITION watching  
 DISPOSITION DATE 4/30/2019

SUBJ-ADDRESS 165 Halsey Bay  
 ORDINANCE VIOLATED  
 NOTES Complaint about weeds  
 DISPOSITION investigating  
 DISPOSITION DATE 4/15/2019

SUBJ-ADDRESS 127 Tuscarora Trl.  
 ORDINANCE VIOLATED  
 NOTES 4- cars  
 DISPOSITION investigate  
 DISPOSITION DATE 4/17/2019

SUBJ-ADDRESS  
 ORDINANCE VIOLATED  
 NOTES 6 cars and trucks abandoned on private property  
 DISPOSITION find  
 DISPOSITION DATE 4/17/2019

SUBJ-ADDRESS  
 ORDINANCE VIOLATED  
 NOTES  
 DISPOSITION  
 DISPOSITION DATE 4/26/2019





## PERQUIMANS COUNTY EMERGENCY SERVICES

P.O. Box 563 - 159 Creek Drive - Hertford, NC 27944

(252) 426-5646 Phone - (252) 426-1875 Fax

Jonathan A. Nixon, Director

### Emergency Services Update – March 2019

<b>Call Volume by Department – March 2019</b>			
<b>Department</b>	<b># of Calls</b>	<b>Department</b>	<b># of Calls</b>
Belvidere FD	6	NC Probation	1
Bethel FD	11	NCSHP	46
Chowan EMS	0	NC Wildlife	4
Durants Neck FD	12	Nightingale	4
Eastcare	1	Pasquotank-Camden EMS	0
Perquimans EM	12	Perquimans DSS	4
Gates EMS	0	Perquimans EMS	192
Hertford FD	17	Perquimans SO	796
Hertford PD	199	Perquimans Water	4
Hertford Public Works	9	Perquimans Water Rescue	3
Inter-County FD	18	Winfall FD	15
Magistrate	54	Winfall PD	14
NCDOT	8	Winfall Public Works	0
NC Forestry	5		

#### Personnel Updates:

- Welcome Andrea Stoner – Fulltime Telecommunicator
- Welcome Cody Chappell – Fulltime Paramedic

### **Completed Projects / Trainings / Community Preparedness Activities**

- Storm Ready Press Release/Severe Weather Awareness Info
- COA Open House for Health Sciences
- Fire Department Automatic Aid Agreement Signed
- Annual BBP/HazMat Training – Perquimans Courthouse
- Completed Application for Vidant Chowan Hospital Foundation – Post-Overdose Response
- Winter Weather tips for Emergency Services Staff
- Multiple Meetings with Fire Chiefs - Updated Fire Dispatch SOG – Telecommunicator Training/Implementation
- Perquimans Head Start Fire and EMS Safety Visit
- Zone1 in Service – Assistance to Firefighters Grant
- Shores at Lands End CERT Community Outreach

### **Pending Projects / Trainings / Community Preparedness Activities**

- 911 Center & Backup Center Upgrade Project
- April 16, 2019 – EOC Operations Class
- April 25, 2019 – Post Overdose Response Team Training
- April 29-May 1, 2019 – ICS 300 Course
- April 30, 2019 or May 2, 2019 – School Prom Drill
- May 13-15, 2019 – ICS 400 Course
- Spring 2019 – LEPC Sponsored HAZMAT Transportation Exercise at the Chowan/Perquimans County Line
  - Tabletop – May 16<sup>th</sup> – EFD – 6p-9p
  - Full Scale – May 31<sup>st</sup> – BFD – 7:30a-7:30p
- Fall 2019 – Grain Bin Exercise



## PERQUIMANS COUNTY EMERGENCY SERVICES

P.O. Box 563 - 159 Creek Drive - Hertford, NC 27944

(252) 426-5646 Phone - (252) 426-1875 Fax

Jonathan A. Nixon, Director

### Emergency Services Update – April 2019

<b>Call Volume by Department – April 2019</b>			
<b>Department</b>	<b># of Calls</b>	<b>Department</b>	<b># of Calls</b>
<b>911 CALLS RECEIVED</b>	<b>568</b>	NC Forestry	3
Belvidere FD	8	NC Probation	0
Bethel FD	12	NCSHP	33
Chowan EMS	0	NC Wildlife	2
Durants Neck FD	10	Nightingale	3
Eastcare	0	Pasquotank-Camden EMS	0
Perquimans EM	14	Perquimans DSS	4
Gates EMS	0	Perquimans EMS	180
Hertford FD	22	Perquimans SO	740
Hertford PD	296	Perquimans Water	2
Hertford Public Works	7	Perquimans Water Rescue	3
Inter-County FD	20	Winfall FD	12
Magistrate	61	Winfall PD	2
NCDOT	5	Winfall Public Works	0

### **Completed Projects / Trainings / Community Preparedness Activities**

- Durants Neck Fire Dept, with the assistance of Intercounty Fire Dept and Winfall Fire Dept, completed their OSFM Ratings Inspection – they should expect results in 3-4 months
- Emergency Operations Center (EOC) Operations Class
- ICS-300 Course (3 Days)
- School Prom Drill
- Celebrated National Telecommunicator Week
- April Press Releases
  - Church Street Fire – 4/6/19
  - National TC Week – 4/9/19
  - PCHS Mock Crash – 4/16/19
  - Public Service Announcement – Chapanoke Road Closure – 4/17/19

### **Pending Projects / Trainings / Community Preparedness Activities**

- 911 Center & Backup Center Upgrade Project
- First Responder Narcan Training
- May 3-5, 2019 – Riverbash
- May 10, 2019 – VCH Health Fair – Perq Rec Dept
- May 13-15, 2019 – ICS 400 Course
- LEPC Sponsored HAZMAT Transportation Exercise at the Chowan/Perquimans County Line
  - Tabletop – May 16th – EFD – 6p-9p
  - Full Scale – May 31st – BFD – 7:30a-7:30p
- Mobile CAD (MDIS) Training
  - Tues, June 25, 2019
    - 1p – Fire & EMS Training
    - 4p – LE Training
    - 7p – Fire & EMS Training
  - Wed, June 26, 2019
    - 10a – LE Training
    - 1p – Fire & EMS Training
    - 4p – LE Training
    - 7p – Fire & EMS Training
- Fall 2019 – Grain Bin Exercise

# COMMITTEE REPORTS

# Dear Friends and Partners:

Your support and participation is what allowed the Food Bank of the Albemarle to distribute more than 6.6 million pounds of food to close to 55,000 North Carolinians this past year - 15,000 of whom were children. As a supporter, you already know that the need for food assistance is significant as North Carolina remains the 10th hungriest state in the nation.

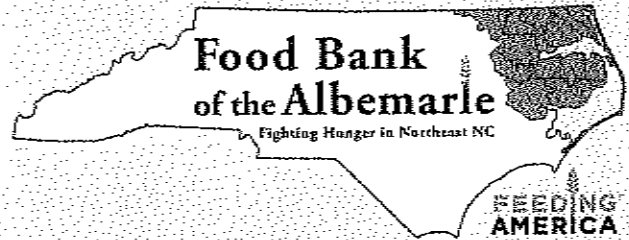
Thank you for your commitment to hunger-relief and the Food Bank of the Albemarle. As a significant partner in the fight against hunger, your support is vital to providing not only food, but hope to our neighbors in need. Your generosity and commitment are a lifeline for so many: the single mother, the father who just lost his job and the teenager who has nowhere else to turn. Together, we can realize our vision and make our dream a reality.



Sincerely,

Liz Reasoner  
Executive Director

P.S. If you know of someone in need, use the "Get Help" feature at [www.afoodbank.org](http://www.afoodbank.org). Enter your zip code to locate our partner agencies near you.



### Board of Directors:

- Mark Campbell, *President*
- Chuck O'Keefe, *Vice President*
- Maureen Donnelly, *Secretary*
- Debra Perkins, *Treasurer*
- Amy Alcocer, Felecia Brown, Kahla Hall, Brendan Kelly,
- Will Meiggs, Rachael Michael,
- Galen Niederhauser, Jennifer Purcell, Pat Youngblood



109 Tidewater Way  
P.O. Box 1704 • Elizabeth City, NC 27906  
Phone: 252-335-4035  
Fax: 252-335-4797



**2018**  
**Annual Report**  
 Fighting hunger and poverty in northeastern NC.

Serving Beaufort, Bertie, Camden, Chowan, Currituck, Dare, Gates, Hertford, Hyde, Martin, Northampton, Pasquotank, Perquimans, Tyrrell and Washington Counties.

**VISION: BY 2025, OUR COMMUNITIES ARE HUNGER-FREE**

# Addressing the Need

Feeding hungry women, children, men, seniors, and families, seven days a week.

## CHILD NUTRITION PROGRAMS

### After-School Snack Program

53,279 snacks and 10,974 meals were provided to children in 21 separate before and after-school programs in Pasquotank County.

### Backpack Program

During the 2017/2018 school year, 172,138 meals were provided at 9 schools to children who were at risk of hunger during the weekend.

## NUTRITION ASSISTANCE PROGRAMS

### NC Nutrition Assistance Program

Through state grants, Food Bank of the Albemarle augmented efforts to provide healthy nutritious food by distributing an additional 1,026,383 meals to those in need.

### USDA TEFAP Program

The Emergency Food Assistance Program helps provide food to low-income families and individuals by distributing surplus food to each state, which is then used by food banks to feed the hungry. Through this program, the Food Bank of the Albemarle provided 545,187 meals to more than 50,000 households in FY17.

**FNS Outreach** The Food Bank of the Albemarle assists our clients with SNAP (formerly known as the Food Stamp Program) applications and trains hunger relief partners to assist with applications as well. Through this program, 366 applications were received equating to 225,780 meals.

### Commodity Supplemental Food Program (CSFP)

Commodity Supplemental Food Program (CSFP) is a federally funded program that provides monthly food packages of USDA commodities to seniors. In FY18, 593,722 meals were served to 3,265 to seniors over 60 years old with an income less than 130% of poverty.

## DIRECT SERVICES

### Albemarle Food Pantry

The Food Bank's in-house pantry served those in need from Pasquotank and Camden counties. During FY18, the Albemarle Food Pantry served 1,761 households, the equivalent of more than 516,646 meals. This is a 7% increase over the previous year - with 38% of the increase representing new clients.

### MOBILE FOOD PANTRY

The Mobile Food Pantry distributed 757,029 meals to people in need in 11 counties during FY18. The MFP program targets remote areas and those that lack a fixed facility.



# 219,003 lbs.

Pamlico Shores, Inc. was recognized as the donor of the year, providing 219,003 lbs, enough food for 182,502 meals!

# 14,615

pounds of food was collected through food drives across the region in FY18!

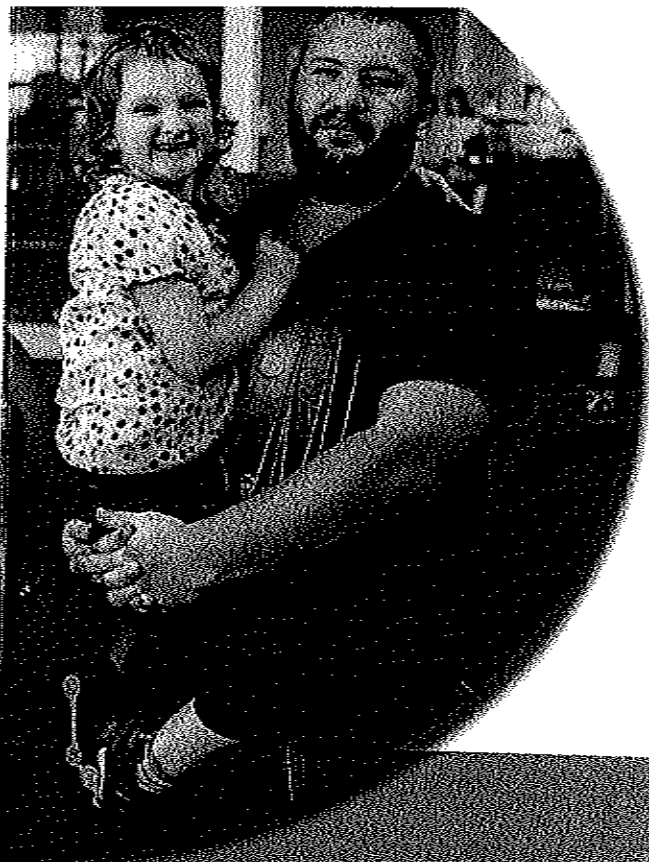
# 173,171

Revenue from our special events provided more than 173,171 meals to men, women, children and families in need.

## YOUR SUPPORT IS CRITICAL!

View all of our annual events online at [www.afoodbank.org/events](http://www.afoodbank.org/events)





“ It’s a difference of being hungry and being fed. It means that at least I am getting nutritious food, and not junk. It enables my family to enjoy the fellowship over it. As for me and my family, we enjoy, appreciate, and are blessed to be able to receive the food. ”

-Lue, Food Bank Client

# 12,583

Volunteers donated 12,583 hours last year and helped us feed thousands of people who live with food insecurity.



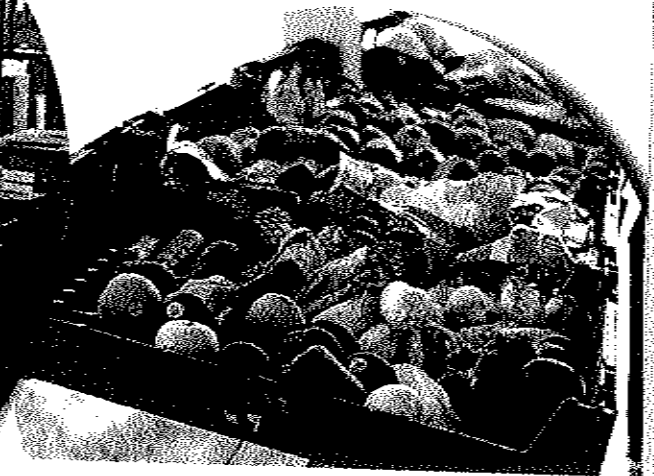
## 6.6 Million\*

Food Bank of the Albemarle distributed 6,610,887\* lbs. of food to people in need FY18.

## 5.5 Million Meals

Food Bank of the Albemarle provided over 5.5 Million meals in FY18!

\*Food Bank of the Albemarle distributed 519,032 lbs. of food to our sister Feeding America food banks. \*\* Food Bank of the Albemarle distributed 5,002,066 meals in FY18.





# WAYS TO GIVE

## Give a Gift

Your financial gifts go a long way in our hands. Every \$1 you give is transformed into four meals for those in need. Mail a check to:

Food Bank of the Albemarle  
PO Box 1704  
Elizabeth City, NC 27906-1704  
Or donate online at [www.afoodbank.org](http://www.afoodbank.org)



## Give Time

Volunteers are always needed to keep our operation running full steam ahead. Whether it's an hour a week or an hour a month, your time will make the difference for those in need. Contact Brian Gray, Communications and Volunteer Manager at 252-335-4035, ext. 113, or email [brgray@foodbank.org](mailto:brgray@foodbank.org)

## Give Food

Hold a food drive at work, your church, or within your civic organization. We can provide you with donation barrels, and help promote your efforts on social media! For more information on hosting a Food Drive, contact Marianne Smith Vargas at 252-335-4035, ext. 111 or email [msv2@foodbank.org](mailto:msv2@foodbank.org).

## Speak Out

Each day, one of your neighbors, friends, or even a family member may not have enough to eat. Learn more about hunger in your community at [www.afoodbank.org](http://www.afoodbank.org) and be a voice for those in need. We would love to speak with your church, club, or civic organization. Contact Liz Reasoner, Executive Director at 252-335-4035, ext. 110, or email [lreasoner@foodbank.org](mailto:lreasoner@foodbank.org)

## Get Involved

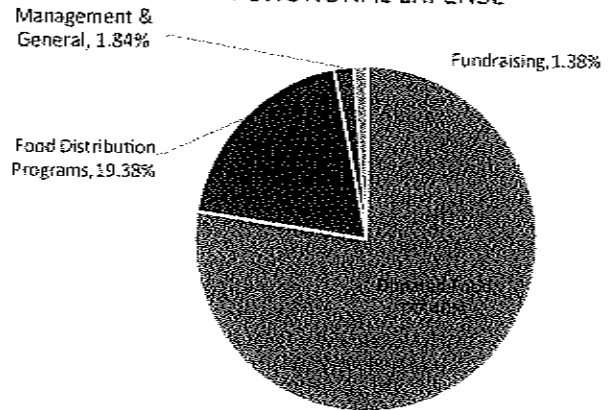
Your group or organization can get involved in many different ways: hold a community yard sale and donate the proceeds, lemonade stands, bake sales, a fundraising dinner, request donations to the Food Bank for your birthday, or rally your church or group to come up with a new and unique program!

## Become a Sponsor

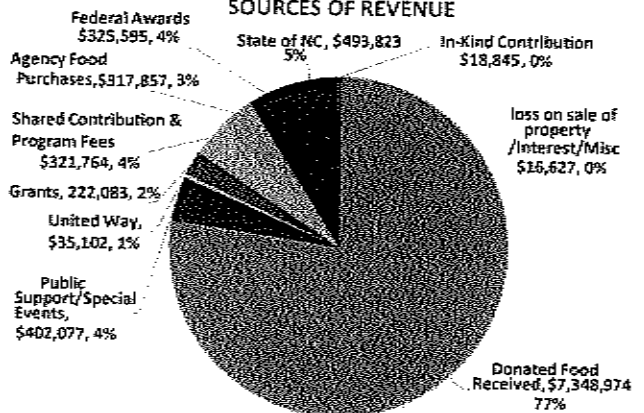
Become a sponsor of Food Bank of the Albemarle and help us continue to feed people every day. Contact Marianne Smith Vargas at 252-335-4035, ext. 111 or email [msv2@foodbank.org](mailto:msv2@foodbank.org)

# FY2018 Financial Statement

## FUNCTIONAL EXPENSE



## SOURCES OF REVENUE



Audit conducted by Donna H. Winborne, CPA, P.C. Complete copies of our 990 and financial audit can be found on [www.afoodbank.org](http://www.afoodbank.org)

## 2018 Event Sponsors

PLATINUM

FOOD LION

CresCom Bank  
www.crescom.com Have a nice bank

MONTERO'S  
RESTAURANT & BAKERY

PERFORMANCE CHEVROLET  
www.PEERVALTOGROUP.com

GOLD

NISSAN of ELIZABETH CITY  
It's Different Here, Not A Seat!

Santa Rosa Albemarle Medical Center  
SANTARA

THE DAILY ADVANCE

FOOD BANK OF THE ALBEMARLE

Walmart  
Crescent City

SILVER

pepsi  
Pepsi Bottling Ventures

Select Bank & Trust

TOWNE INSURANCE  
A Towne Family Company



# PERQUIMANS ARTS LEAGUE

Spring

2019

109 N. Church St. Hertford, NC 27944

252-426-3041

www.perquimansarts.org

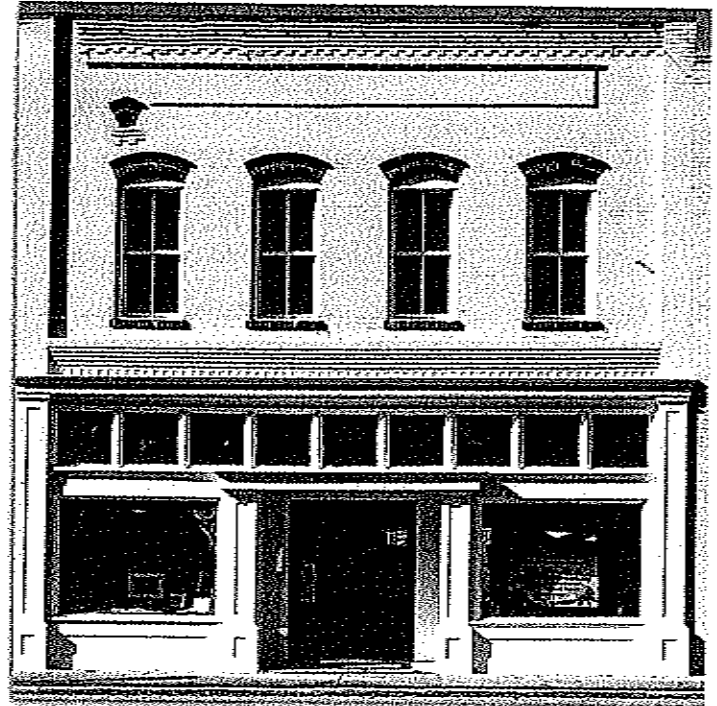
## Tag Sale

This will be our first major fundraising endeavor for the year and it's a BIGGIE. You should see how full the building is and we still have one more drop-off to go on April 13th. Shoppers will find everything from items for entertaining, to framed art, jewelry, small appliances, quilts, furniture, bicycles, holiday decor -- and the list goes on. We have received a lot of quality donations and some things that fall into the "collectible" arena.

As you well know, we are raising funds to refurbish our new building at 133 North Church Street in downtown Hertford. The SALE is being held there on Saturday, May 18th, from 8 a.m. until 12 noon. BUT, the really serious and more eager shoppers can, for a mere \$5, attend our pre-SALE on Friday night, May 17th, from 5 to 7 p.m. We'll even give you a glass of wine, a beer, or water/soda.

Hope to see you there on either or both days. We've got a great team of experienced tag sale personnel to assist us, and we are working with the downtown's businesses to open up so they can also benefit from the crowd we expect.

AND...if you want to help that day just contact Annemarie Pomp at [acpomp@pompsite.com](mailto:acpomp@pompsite.com). See you there!



## UPCOMING EXHIBITS

Watercolor Club Show	June 21 – July 27
IBX Art	Aug 5 – Sept 21
Small Works	Sept 30 – Nov 7
Christmas Shoppe	Nov 15 – Dec 29

## From the Desk of Ed Sanford

This is a very exciting time at PAL. We've increased our membership by 10% including a significant number of new artists. We sponsored two author programs with the Perquimans County Library that were well received. Recently, we had a dance troupe, Joyemovement, do a residency and performance at the Middle School. Also, twelve area businesses recognized our efforts by becoming sponsors.

There is enthusiastic attendance at our workshops, and we've planned additional ones for the remainder of the year. Importantly, some well-known national and international instructors lead these interesting and educational classes. Individuals from other galleries tell me that our workshops and learning opportunities are the best in the area. We actually took a "baby step" toward renovating our new location by having limited electricity installed. You will not want to miss the upcoming Tag Sale at our new building. It will start with a special early bird session on the evening of May 17th with the full

session on Saturday May 18th. On March 20th, we had a luncheon with our artists which was an excellent joint engagement on how we can improve our operations and raise our profile. Overall, things are going very well at PAL. I believe that we are well positioned to extend our reach and enhance our ability to promote arts in the area. Please read and enjoy the rest of this newsletter to find out all of the great activities that PAL is initiating. As always, we appreciate feedback from our membership.



# ARTS & CRAFTS



## Artists Share Ideas

On March 15, PAL hosted 26 artists for a luncheon meeting at the Perquimans County Rec Center. The purpose of the meeting was to get feedback from artists about ways that PAL can help to promote them as artists. It was also a great opportunity for artists to meet one another and do a little networking.



## Arts on the Perquimans

Seems like yesterday we initiated "Arts on the Perquimans" and this year will be our 9th annual arts and crafts show. Nora Crouch and Ron McCall did a great job last year, and we hope to repeat their success. It will be a day of fun and food, with beautiful hand-crafted items, a bake sale, door prizes, and the winning ticket of this year's 50/50 raffle will be drawn.....we hope it's you!

Exhibitor spaces are already going quickly, so be sure to complete your paperwork and send it in. If you are not an exhibitor in the show, there are plenty of opportunities to support YOUR art league throughout the day by volunteering. Please call us to volunteer!

Mark your calendar and save the date! It's a great day to start your Christmas shopping. No one will duplicate the unique gifts you purchase for those special people on your list!

See you there,

Barbara Krupp (426-1432) | Brenda Atkins (619-8771)

## PAL Member Show

Beginning May 8th, PAL will host its 24th Annual Members' Show. This is a juried show, and this year's judge will be Jacob Muldowney, Assistant Professor of Art at Chowan University. The show is open to all current members of PAL for an entry fee of \$25 for up to 3 works. There will be cash prizes for Best in Show (\$150) and Peoples' Choice (\$100). Drop-off dates for the exhibit are May 1st and 2nd from 10 a.m. to 3 p.m. Artists do not need to be juried into the gallery in order to exhibit work in this show. If you did not receive a prospectus in the mail, they are available at the gallery and on the website under Forms. A reception will be held on Thursday, May 9th from 5 to 7 p.m., and the show will run through June 13th. We hope to see all kinds of amazing work from our artists!



# WORKSHOPS & CLASSES

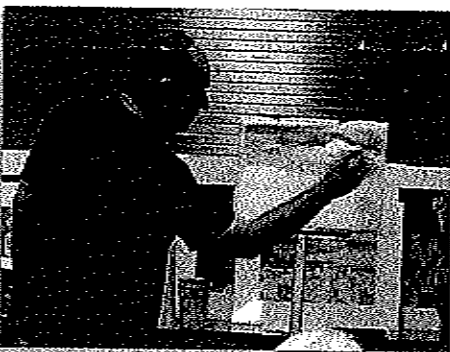


## PAL Welcomes Ken Hobson to Hertford

Watercolor artist Ken Hobson spent 3 days teaching a watercolor workshop to 19 students on March 25 – 27 at the Perquimans County Rec Center. Mr. Hobson shared many tips and techniques to help participants loosen up their painting style. For more information on future workshops and classes, visit [www.perquimansarts.org/workshops.html](http://www.perquimansarts.org/workshops.html).



PAL partnered with Perquimans County Library to host author Zelda Lockhart for a presentation and workshop.

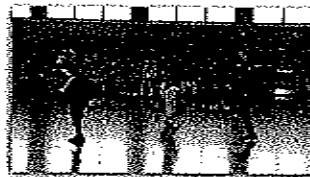


In October, PAL sponsored a 2-day watercolor workshop with David Becker.



# ARTS IN OUR SCHOOLS & COMMUNITY

PAL sponsored a residency with Joymovement Dance Troupe at Perquimans Middle School on February 27 and 28. On the first day, the dancers worked with small groups of students to teach basic dance moves and talk about how we communicate through movement. The group finished with a performance for the entire student body and faculty. At the closing, they invited some of the students to join them in the dance.



PAL assisted with funding to help students from Hertford Grammar School attend a performance of "Bye-Bye, Birdie!" on February 28 at College of the Albemarle.



## Membership

### Drive

The PAL Annual Membership Drive has begun! The membership year runs from July 1st to June 30th of the following year, and each year you must renew your membership. You will find a membership application enclosed with your newsletter, and we ask that you complete the form to send with your check. You may also renew online at <http://perquimansarts.org/onlinemembership.html>. We need your help to grow the membership at PAL, and we encourage you to invite a friend or neighbor to join. You DO NOT have to be an artist to join, just have a desire to help promote the arts in Perquimans County!

### 50/50 Raffle

### Tickets

There are several books of raffle tickets enclosed with your newsletter, and we hope that you will help PAL by selling or purchasing them. The drawing will be held at Arts on the Perquimans on Saturday, October 5th. Last year's winner received over \$900! If you cannot sell your tickets, please return them to the gallery so they can be sold there.

## EVENTS

### PAL Tag Sale Collection

Last collection date for Tag Sale

Saturday  
April 13  
10 AM - 12 PM

Dine, Drink, & Dance

### Historic Hertford, Inc.

(Tickets available at Carolina Trophy)

Saturday  
April 13

### Albemarle Loop

Oyster Roast at Albemarle Plantation & Arts on the Sound  
([albemarleloop.com](http://albemarleloop.com))

Friday  
April 26

### Riverbash

(For more info call 252-426-5657)

Friday - Sunday  
May 3-5

Spring Flower Show

### Albemarle Master Gardeners

Perquimans County Rec Center

Saturday  
May 4  
9 AM - 3 PM

### PAL Members Show

Reception on Thursday, May 9 from 5 PM - 7 PM at Barley & Vine

Wednesday - Monday  
May 8 - June 13

Carolina Mood Theater

### The Savannah Sipping Society

(Tickets available online or at Carolina Trophy)

Thursday - Saturday  
May 9-11

### PAL Tag Sale

Benefiting the PAL Building Fund

Saturday  
May 18  
8 AM - 12 PM

### PAL Annual Meeting

6 PM Social Hour | 7 PM Business Meeting

Tuesday  
June 4

9<sup>th</sup> Annual Arts & Crafts Show

### Arts on the Perquimans

(Vendor info available on the website)

Saturday  
Oct 5



North  
Carolina  
Arts  
Council

Fifty years  
of leadership

Perquimans Arts League is supported by the North Carolina Arts Council, a division of the Department of Natural and Cultural Resources.

#### 2018 - 2019 Officers

President: Ed Sanford  
Vice President: Ron Ben-Dov  
Secretary: Brenda Atkins  
Treasurer: Velvet Sanford

#### Board Members

Sheryl Corr, Barbara Krupp,  
Annemarie Pomp, Meredith Timberlake,  
Margie Decker, Dorothy Ansell

#### Gallery Hours

Monday - Saturday | 10 AM - 3 PM

#### Thanks to Our Business Sponsors

Commercial Ready Mix  
Dr. Robert E. Lane  
Vanguard Cleaning Systems  
Captain Bob's Restaurant  
Chappell Accounting  
Chowan Animal Hospital  
Fedex  
Gregory & Associates  
Hertford Savings Bank  
McDonald's of Hertford  
The Bembridge Insurance Agencies  
Tommy's Pizza & Family Restaurant