
REGULAR MEETING

June 3, 2019
7:00 p.m.

The Perquimans County Board of Commissioners met in a regular meeting on Monday, June 3, 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. Hoffler; 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 a copy of the amended Agenda was at their seats tonight. Charles Woodard made a motion to approve the Agenda, as amended. The motion was seconded by Alan Lennon. The Board voted unanimously to approve the Agenda, as amended.

CONSENT AGENDA

Commissioner Jones requested that Items IV.E.2-4 be removed from the Consent Agenda and added to New Business. He then made a motion approving the Consent Agenda with the above items removed. The motion was seconded by Alan Lennon and unanimously approved by the Board.

- 1. Approval of Minutes: May 6, 2019 Regular Meeting & May 20, 2019 Work Session Minutes along with other Budget Work Sessions in May
2. Tax Release Approval:

PERQUIMANS COUNTY TAX RELEASE:

Baxley, Sr., Steven Leonard Plate #YA150616; 2018 Ram Truck, VIN #3C63RRK1JG330614, registered in another state (Indiana) - release 10 months. Account Number 0046690256. \$120.43

- 3. Personnel Matters:

Table with 6 columns: Employee Name, Employee Job Title, Action Required, Grade/Step, New Salary, Effective Date. Rows include Brian Gregory, Russell Gray, Alyssa Walters, Michael Lane, Jared Turner, Sarah Patterson, and Brenda Jackson.

- 4. Step/Merit Increases:

Table with 5 columns: Employee Name, Employee Job Title, Grade/Step, New Salary, Effective Date. Rows include Amy Felton, Joe Ann White, Sherry Schrodt, Amanda Layden, Christopher Murray, and Tashara Gramby.

- 5. Board Appointment/Resignation: The following Board appointment/resignation were unanimously approved by the Board:

Table with 5 columns: NAME, BOARD, ACTION, TERM, EFFECTIVE DATE. Rows include Layden, Douglas; Holman, Lillian; Woodard, Charles.

- 6. Juvenile Crime Prevention Documentation: The following documentation was unanimously approved by the Board to receive FY 2019-20 funding:

- a. Certification for FY 2019-20: This is to certify the funding through JCPC for FY 2019-20.

NC Department of Public Safety
Juvenile Crime Prevention Council Certification

Fiscal Year: 2019 -2020

Table with 2 columns: County: Perquimans, Date: 4/11/19

CERTIFICATION STANDARDS

STANDARD #1 - Membership

- A. Have the members of the Juvenile Crime Prevention Council been appointed by county commissioners? yes
B. Is the membership list attached? yes
C. Are members appointed for two year terms and are those terms staggered? yes
D. Is membership reflective of social-economic and racial diversity of the community? yes
E. Does the membership of the Juvenile Crime Prevention Council reflect the required positions as provided by N.C.G.S. §143B-846? yes

If not, which positions are vacant and why?

No students until school starts; defense attorney and police chief are vacant as well; will continue to try to fill these positions. DA and Commissioner slots held by the same person.

STANDARD #2 - Organization

- A. Does the JCPC have written Bylaws? yes
B. Bylaws are [] attached or [x] on file (Select one.)
C. Bylaws contain Conflict of Interest section per JCPC policy and procedure. yes
D. Does the JCPC have written policies and procedures for funding and review? yes

- E. These policies and procedures attached or on file. (Select one.)
- F. Does the JCPC have officers and are they elected annually? _____ yes
 JCPC has: Chair; Vice-Chair; Secretary; Treasurer.

STANDARD #3 - Meetings

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

STANDARD #4 - Planning

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

STANDARD #5 - Public Awareness

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

STANDARD #6 — No Overdue Tax Debt

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

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

Will work to meet all requirements in the coming year; JCPC is managed under the Inter-Agency Council.

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

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

**JCPC Administrative Funds
SOURCES OF REVENUE**

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

JCPC Chairperson	Date
Chairman, Board of County Commissioners	Date
DPS Designated Official	Date

Juvenile Crime Prevention Council Certification (cont'd)

Perquimans County FY 2019-2020

b. Inter-Agency Council Appointment for FY 2019-20: This is to certify the Inter-Agency Council Members for FY 2018-19.

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

Specified Members (G.S. 147-33.61)	Name	Title	Designee	Race	Gender
1) School Superintendent or designee	James Bunch	Assistant Superintendent	<input type="checkbox"/>	w	m
2) Chief of Police	n/a		<input type="checkbox"/>		
3) Local Sheriff or designee	Shelby White	Sheriff	<input type="checkbox"/>	w	m
4) District Attorney or designee	Kyle Jones	ADA	<input type="checkbox"/>	w	m
5) Chief Court Counselor or designee	Ed Hall	CC Supervisor	<input checked="" type="checkbox"/>	b	m
6) Director, AMH/DD/SA, or designee	Tracey Webster	SOC Coordinator	<input type="checkbox"/>	b	f
7) Director DSS or designee	Susan Chaney	Director	<input type="checkbox"/>	w	f
8) County Manager or designee	Frank Heath	Manager	<input type="checkbox"/>	w	m
9) Substance Abuse Professional	Tonya Johnson	Uplift	<input type="checkbox"/>	b	f
10) Member of Faith Community	Wonder Lewis	Pastor	<input type="checkbox"/>	b	f
11) County Commissioner	Kyle Jones	Commissioner & Ass't DA	<input type="checkbox"/>	w	m
12) Two persons under age 18 (State Youth Council Representative, if available)	tbd		<input type="checkbox"/>		
	tbd		<input type="checkbox"/>		
13) Juvenile Defense Attorney	n/a		<input type="checkbox"/>		
14) Chief District Judge or designee	Hon. Meader Harriss	District Court Judge	<input type="checkbox"/>	w	m
15) Member of Business Community			<input type="checkbox"/>		
16) Local Health Director or designee	Rebecca Cook	Triple P	<input type="checkbox"/>	w	f
17) Rep. United Way/other non-profit	Gail White	Dir. Housing	<input type="checkbox"/>	w	f
18) Representative/Parks and Rec.	Howard Williams	Director	<input type="checkbox"/>	w	m
19) County Commissioner appointee	Starr Gordon	District Social Worker	<input type="checkbox"/>	b	f
20) County Commissioner appointee			<input type="checkbox"/>		
21) County Commissioner appointee	Michelle Lawrence	Librarian	<input type="checkbox"/>	w	f
22) County Commissioner appointee	Shatasha Leary	Youth Dev. Program Coord.	<input type="checkbox"/>	b	f
23) County Commissioner appointee	Markeeta Littlejohn	Court Counselor	<input type="checkbox"/>	b	f
24) County Commissioner appointee	Eva Anderson	Court Counselor	<input type="checkbox"/>	b	f
25) County Commissioner appointee	Ashley Waters	MH Specialist	<input type="checkbox"/>	W	f

PRESENTATIONS & INTRODUCTION OF NEW EMPLOYEES/STAFF

The following presentations were made:

1. **Eugene Knight:** County Manager Heath presented a plaque to Eugene Knight who retired on June 1, 2019 after 30 years of service in the Water Department.
2. **Paula Cartwright:** Susan Chaney, Social Services Director, presented a plaque to Paula Cartwright who retired on April 1, 2019 after 22 years of service with the Department of Social Services.

3. **Risha Griffin:** County Manager Heath presented a plaque from Perquimans County to Risha Griffin who retired on April 30, 2019 from NC Cooperative Extension after 29 years of service. Afterwards, Jewel Winslow, Extension Director, presented several items from NC Cooperative Extension. Mr. Heath thanked Risha's husband for coming and also expressed how much the County missed his brother, Clayton Griffin, who served the County well before he passed away several years ago.

The following employee/Intern was introduced to the Board:

1. **Caleb Richardson:** Jewel Winslow introduced Caleb Richardson who will be an Intern in Cooperative Extension this summer. Mr. Richardson made several comments.
2. **Patricia Serino:** Susan Chaney introduced Patricia Serino who was appointed IMC I working toward IMC II on June 3, 2019. Ms. Serino made a few comments.

Chairman Nelson thanked them for their service to Perquimans County and welcomed the new employee/Intern to the County.

BILL JENNINGS, TAX ADMINISTRATOR

Mr. Jennings presented his monthly report.

SUSAN CHANEY, SOCIAL SERVICES DIRECTOR

Ms. Chaney presented her monthly report.

PRESENTATION OF FY 2019-2020 BUDGET

County Manager Heath presented the following FY 2019-2020 Budget Message:

June 3, 2019

To: The Honorable Chair, Board of Commissioners, and taxpayers of Perquimans County

I respectfully submit the proposed budget for Perquimans County for the Fiscal Year 2019-2020. The budget has been prepared in accordance with the North Carolina Local Government Budget and Fiscal Control Act. The budget identifies the estimated revenues and expenditures for the Fiscal Year 2019-2020.

Proposed Tax Rate

As in years past, the County's budget process calls for department heads and other agencies to submit budget requests to the County Manager. In total, the requests amounted to approximately \$21.9 million. That's over \$6 million dollars more than anticipated revenues for the upcoming fiscal year. The tax rate would have to be 47 cents higher to fully fund all requests of Perquimans County for the next year.

Total taxable value increased from \$1,320,487,304 to \$1,329,941,994, or 0.7%. An additional \$194,884,096 in value was added due to the Desert Wind project. After third year depreciation and the grant agreement with the County, the net gain in value would be \$77,953,559, or five percent of the County's total tax value. I have estimated an additional \$459,926 in revenue for FY 19-20 as a result. We have experienced gains primarily in ad valorem and sales tax revenues, and Inspections and Register of Deeds fees. However, for the past 10 years, our total tax base growth has averaged around 1% per year. This is well below the 5 to 9% growth we were experiencing before the real estate market crash of 2008. In addition, Perquimans County has invested heavily in school spending, emergency services and public safety expenditures since fiscal year 2016. For example, school local current expense allocations have increased by 525,000 annually during that time frame. Both the Sheriffs Department and EMS budgets have increased by over \$200,000 each since fiscal year 2016. These investments have been necessary and important, and have bolstered our County services to the benefit of our citizens, namely our children, our seniors and our visitors. Because of the positive financial condition of the County, we were able to finance many of these improvements using fund balances, saved over the previous several years. Of note, however, is that I project that we're going to use \$732,682 of the budgeted fund balance appropriation from last fiscal year of \$990,000. After using the \$732,682 out of fund balance to balance the budget, we will have an estimated 23.4% fund balance remaining. To begin to stabilize the effects of our reliance on fund balance in previous budgets, I am recommending a two-cent rate increase for fiscal year 19-20 to 59 cents per hundred dollars of value. I am also recommending using \$597,943 out of fund balance for FY 19-20 budget. This will leave us around 20% for a fund balance going in to FY 20-21, which is as low as I would recommend that the Board go, as a fund balance of this amount will still enable the County to respond to emergency situations that may arise.

When compared to other Counties in the region, Perquimans' tax rate will remain among the lowest in eastern North Carolina:

Perquimans -	59 cents per hundred
Gates-	76 cents per hundred
Camden-	74 cents per hundred
Chowan-	74.5 cents per hundred
Pasquotank -	77 cents per hundred

While the tax rate is well below others in the region, this budget still provides adequate funding for services that we have historically provided, enhances some services, and provides benefits for the County employees.

General Fund Balance Summary

The General Fund budget is \$16,060,572 for 2019-2020, up \$132,597 from the current year's amended budget of \$15,927,975.

General Fund Revenues

Property taxes account for the vast majority of general fund revenues, and I've already mentioned the conditions as it relates to real property taxation.

Sales tax revenues are the second largest source of County general fund revenues. Based on collections from this fiscal year, sales tax revenues are projected to increase by a total of \$57,417 compared to last year's budgeted amount, for a total of \$1,707,417.

An additional \$397,008 is forecast to be added to Perquimans' sales tax allocation to reflect the additional services taxed by the General Assembly in 2016. In addition to sales tax revenues, there are three other important sources of revenue that provide insight to the strength of the local county economy. They are Building Inspection Fees, Register of Deeds Fees, and Land Transfer Tax Revenues. While sales taxes reflect retail sales, these other revenues are construction and real estate based. Expected Land Transfer Tax revenues in FY 2019-20 are \$380,000, \$30,000 more than last year. Building Inspection Fees and Register of Deeds Fee revenues increased steadily, projected at \$270,000 combined, reflecting a \$40,000 increase in revenue for these two fees for FY 2019-2020. The fact that these fees have increased shows that the real estate market is a little stronger, and so property tax base growth may be a little higher next year. A continuing revenue for this budget year will be a projected \$340,670 Medicaid hold-harmless allocation from the State.

General Fund Expenses

Most of the departmental operating budgets remain nearly static compared to the current budget year. By way of comparison, the five largest General Fund expenses by department or agency are as follows:

<u>Department/Agency</u>	<u>Proposed FY 19-20 Funding</u>	<u>% of Total GF Budget</u>
Perquimans County Schools	\$4,211,603	26%
Social Services	\$2,471,440	15%
Emergency Medical Services	\$1,599,600	10%
Sheriff Department	\$1,342,551	8%
Public Buildings and Grounds	\$773,196	5%

School Funding

As presented by the Board of Education and school staff earlier this spring, the Perquimans County School System has requested \$3,278,386 for school current expense, an increase of \$378,386 over last year's County appropriation of \$2,900,000. This represents a 13% requested increase from the previous fiscal year.

The proposed FY 2019-20 County budget maintains the local current expense budget at \$2,900,000. This continues a significant commitment by the County Board of Commissioners to fund instructional services, support services, athletics, maintenance and utilities. The school capital outlay budget maintains at \$475,000. This capital allocation will allow for the continuation of the 1:1 technology initiative, as well as other capital outlay items presented by the school staff. The County continues to absorb most of the costs associated with providing School Resource Officers at all four schools, which represents at least another \$125,000 per year in costs for salary, transportation, and outfitting.

Building and Facility Initiative/Capital Outlay

Perquimans County will engage in several new facility projects in FY 2019-20. Highlights include new LED lights at the Perquimans Recreation Center, additional parking areas and security cameras at the Senior Center, and technology improvements to the Perquimans County Courthouse. Also included are funds for an architect to provide design services for the 2nd phase of the Perquimans County Recreation Center.

Capital outlay items include new voting equipment for the Board of Elections as required by State law, completion of the tax/finance software system, two sheriff's department trucks, additional electronic door accesses for County facilities, re-use of a generator to be deployed at the Recreation Center in case it ever needs to be used as a shelter, a new software package for the Inspections department, a 12-lead defibrillator for EMS, six 800 mhz radios for EMS, a powered stretcher cot for EMS and bleachers for the Winfall ballfield for the Recreation Department.

Personnel

The proposed FY 2019-20 budget contains a 2 percent cost of living adjustment for County employees, and maintains merit and salary step increases for those employees who qualify. Also included is a 1% 401k match for employees.

Perquimans County participates in the State Health plan, and health insurance rates are projected to increase to \$592 per employee per month. The rate of \$592 monthly includes a projected 5% increase in rates and \$25 per month per employee that the State charges employees for the base 7030 plan.

Retiree health coverage is becoming an increasing burden on the County. With the addition of several new retirees and the increase in costs, we are expecting that the total costs in FY 19-20 will exceed \$185,000, up \$15,000 from last year.

The North Carolina Local Government Employees Retirement System employers' contribution will increase to 9.05% from 7.84% for FY 19-20.

This budget includes a part-time fire marshal, a much needed position that the County has had unfilled for many years. It also includes the addition of a part-time Sheriff's deputy.

\$20,000 has been allocated to the Tourism Development Authority to continue to fund our full-time tourism director, in coordination with the Town of Winfall. The Town of Hertford has indicated that they will not contribute to the Director's salary for the next fiscal year.

Other Noteworthy Items

- Funding for the County Fire Departments increases to \$75,000 each, up from \$72,500 for each department last year.
- Funding for the Perquimans County Library increases to \$187,500.
- \$25,000 for code enforcement/house removal.
- Albemarle District Jail remains a considerable expenditure, at \$726,186.

Water Fund

Perquimans continues to make significant investment in its overall ability to provide water to its customers. However, our infrastructure is over 30 years old in some places. This means that the County makes ongoing repairs to the lines in the system as needed throughout the year. Perquimans continues to purchase 150,000 gallons of reverse osmosis water from Pasquotank County that services customers on the Winfall plant side. The bulk water rate that Pasquotank County charges is expected to remain \$6.00 per thousand gallons. We completed a significant well site improvement on the Bethel plant side in 2019. We will also allocate \$100,000 for the replacement of aging water meters throughout our system. The total water fund budget for the Fiscal Year 2019-20 is \$2,649,462. The water rates for Perquimans County will remain unchanged for the upcoming fiscal year.

Solid Waste Fund

The proposed solid waste fee for FY 19-20 is \$140, no increase from last fiscal year. This fee covers the cost of operating the five Convenience Site locations, the County's portion of the Perquimans-Chowan-Gates Transfer Station operating cost, and the tipping fee for the County's solid waste at the private landfill in Bettie County. We've made significant capital improvements to our sites, including paving and additional compactors. The total solid waste fund budget is projected at \$974,109.

Conclusion

As indicated earlier, this budget maintains significant spending for schools, public safety and emergency services. We have covered increased health care costs for County employees and retirees, maintained merit and step increases for those who qualify, included a 2 percent cost of living adjustment and a 1% 401k match for those employees who qualify. We have increased funding for new elections equipment as required by the State, increased funding for our volunteer fire departments, and added additional amenities at our Senior Center. We have added a part-time fire marshal and a part time sheriff's deputy. The state of County financial and administrative affairs continues to be sound.

I'd like to thank the Department Heads for their stewardship in this budget process and their consideration of the marginal increase in County revenues. I would also like to thank the Board of Commissioners for your involvement in the budget process and for making difficult, but important decisions on behalf of the citizens of Perquimans County. Finally, I'd like to thank County staff: Tracy Mathews- Finance Officer, Mary Hunnicutt- Clerk to the Board, and Bill Jennings- Tax Administrator, for their assistance and guidance in this process.

I thank each of you for your consideration of this proposal and welcome any changes the Board deems appropriate.

At the request of the Chairman and Board of Commissioners, a public hearing has been scheduled for Monday, June 17, 2019, at 7:00 p.m. in the Commissioners' Room of the Courthouse Annex for public comment and to consider adoption of the budget.

Submitted by:

W. Frank Heath, III
County Manager/Budget Officer

COMMISSIONER'S CONCERNS/COMMITTEE REPORTS

The following commissioner's concerns/committee report was given:

- **Commissioner Lennon:** Mr. Lennon expressed his concerns about the Tourism Development Authority (TDA) membership. He would like the Board to consider adding two (2) more representatives. Commissioner Hoffler asked Mr. Lennon if the Town of Hertford dropping out of the membership affect our funding and if they provided a valid reason for dropping out. Mr. Lennon answered no to both questions. Commissioner Jones recommended that we place it on the Work Session in July depending on the items we have on the Agenda. Chairman Nelson suggested adding it to the June Agenda.
- **Chairman Nelson:** Mr. Nelson said that a copy of a Resolution to support Healthcare in Eastern North Carolina was included in the Agenda Packet tonight. Chairman Nelson read the Resolution. Because he works for Vidant Health System, he requested that he be recused from voting on this matter. On motion made by T. Kyle Jones, seconded by Joseph W. Hoffler, the Board unanimously approved to accept Mr. Nelson's request to be recused from this matter. At this point, Chairman Nelson turned the meeting over to Vice Chair Leigh. After some discussion on the subject, T. Kyle Jones, made a motion to adopt the following Resolution which was seconded by Charles Woodard and approved by the Board with Chairman Nelson being recused:

**RESOLUTION IN SUPPORT OF HEALTHCARE FOR EASTERN
NORTH CAROLINA AND FUNDING FOR VIDANT HEALTH**

WHEREAS, the Mission of Vidant Health is to improve the health and well-being of eastern North Carolina through becoming the national model for rural health and wellness by creating a premier, trusted health care delivery and education system supporting the region.

WHEREAS, the people of Perquimans County and eastern North Carolina have benefited tremendously from the healthcare system provided by Vidant Health in partnership with the Brody School of Medicine at East Carolina University; and

WHEREAS, Vidant Health encompasses Vidant Medical Center in Pitt County, as well as community hospitals in Beaufort, Bertie, Chowan, Dare, Duplin, Edgecombe, and Hertford Counties, and in addition Vidant physician practices throughout eastern North Carolina. These partners join together to fulfill the Mission of Vidant Health, and

WHEREAS, the proposed budget by the North Carolina Senate cuts Vidant Medical Center's Medicaid Reimbursement by approximately \$35 million beginning July 1, 2019; and

WHEREAS, this would be in addition to the \$38 million annual cut to Vidant resulting from changes to the State Health Plan taking effect on January 1, 2020; and

WHEREAS, together, this \$73 million cut equates to about three percent of the annual operating budget, which is more than Vidant's operating margin for FY 2018. These cuts will eliminate 100% of the system's bottom line; and

WHEREAS, Vidant Health remains and will continue to serve as the primary affiliated teaching hospital for the Brody School of Medicine at East Carolina University.

NOW THEREFORE BE IT RESOLVED, that the Perquimans County Board of Commissioners urges the North Carolina General Assembly to keep in place funding necessary for maintaining access to high quality healthcare for all people in eastern North Carolina; and

BE IT FURTHER RESOLVED, the Perquimans County Board of Commissioners are concerned about the proposed cuts to funding for Vidant Health as the teaching hospital for the Brody School of Medicine at East Carolina University; and

BE IT FURTHER RESOLVED, the Perquimans County Board of Commissioners are concerned with the difficulty the parties involved appear to be having finding a resolution of these fiscal matters, potentially threatening the access to high quality healthcare for all people in eastern North Carolina, especially the rural areas; and

BE IT FURTHER RESOLVED, this resolution be immediately sent to all members of the North Carolina General Assembly and the Governor.

Adopted this the 3rd day of June, 2019, in Perquimans County, North Carolina.

ATTEST

Mary P. Hunnicutt, Clerk to the Board

Wallace E. Nelson, Chairman
Perquimans County Board of Commissioners

After the vote, Vice Chair Leigh turned the meeting over to Chairman Nelson. Mr. Nelson thanked the Board and informed them that Chowan County was considering the Resolution at their meeting tonight.

UPDATES FROM COUNTY MANAGER

County Manager Heath presented the following updates:

- **County Assembly Day**: Mr. Heath reported that he and Chairman Nelson attended the NCACC County Assembly Day in Raleigh on May 8th. They also visited Senator Steinberg and Representative Goodwin.
- **Hometown Strong Team**: Mr. Heath explained that this is a team that Governor Cooper established and they came to meet with Perquimans County staff on May 20, 2019 to discuss matters like Broadband, drainage, downtown redevelopment, economic development, and regulations for the water system. The event was very well attended and, before the meeting, they were able to tour the marine industrial park.
- **Keith Wheeler**: Mr. Heath and Mr. Nelson met with Keith Wheeler on May 23rd. Mr. Wheeler is with East Carolina University's Research & Economic Development Institute. They are beginning preliminary discussions on how the university can help Perquimans County with matters relating to health & wellness and economic development.

RESOLUTION & LEASE TO HISTORIC HERTFORD, INC. (CAROLINA MOON THEATER GROUP)

County Manager Heath explained that last month he presented the Lease Agreement and Resolution for Historic Hertford, Inc. (Carolina Moon Theater Group). He further explained that, per County Attorney High's instructions, a 30-day public notice needed to be made stating that the Board would consider adopting a Resolution approving the lease at the June 3, 2019 meeting. Mr. Heath is now bringing the Resolution to the Board for adoption and the approval of Lease Agreement with Historic Hertford, Inc. (Carolina Moon Theater Group). Mr. Heath further stated that County Attorney High has reviewed both documents and have approved them. On motion made by T. Kyle Jones, seconded by Fondella A. Leigh, the Board unanimously approved the following Resolution and Lease Agreement with Historic Hertford, Inc. (Carolina Moon Theater Group):

**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 3rd day of June, 2019.

Wallace E. Nelson, Chairman
Perquimans County Board of Commissioners

Clerk to the Board

SEAL

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 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 mortgagee 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 discontinuance 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: _____
Wallace E. Nelson, Chairman

(Affix Corporate Seal)

Attest:

Clerk to the Board of Commissioners

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

Title: _____

TRANSFER OF PROPERTY WITH NCDOT

County Attorney High explained that, in 2004, NC Department of Transportation (NCDOT) asked the County to do an equal value exchange of property. NCDOT would be giving the County five (5) acres on US Highway 17 and the County would be giving NCDOT 4.47 acres behind the NCDOT Shop and the ball field on Wiggins Road. When the survey of these two properties were done, they realized that the line between NCDOT property and the County property was not to the fence but would be into the outfield of the ballpark. The County was not willing to do that so NCDOT agreed to give the County three (3) acres in exchange for the five (5) acres. Everything was agreed upon but the matter was never finalized or recorded. Once NCDOT realized that the transactions had not been finalized, they contacted Mr. High to see if he could finalize it. Because NCDOT could not locate their deed, everything will need to be redone. The County will need to hold a public hearing and vote on this equal value exchange of property. Mr. High stated that the General Statutes allow this to be done as long as it is in equal value. Mr. High and County Manager Heath wanted to bring this before the Board tonight to update them on the situation and let them know what needs to be done. What he needs from them tonight is a consensus to allow him and Mr. Heath to proceed with setting up the Public Hearing. It was the consensus of the Board to have Mr. High and Mr. Heath proceed to complete this process and hold a public hearing at the next meeting.

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:

<p><u>Director's Area/Staff:</u> Maple Desk/Table – 36" x 24" Mahogany Desk/Table – 48" x 28" Maple Desk – 28" x 72" Kelvinator Fridge</p> <p><u>Children's Section</u> 2 Stacks – 9' x 5' 2 Round Oak Tables – 3' 6" 7 Mahogany Computer Tables 4 Green Office Chairs</p>	<p><u>Old Non-Fiction Area:</u> 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'</p>	<p><u>Main Stack Area:</u> 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</p> <p><u>Other Contents include:</u> Misc. Frames, Pictures, Chairs, Crafts, Knick-Knacks, Loose Items</p>
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ITEM	SERIAL/VIN NO.	DATE SURPLUSED	START BID	SOLD AMOUNT
Above Old Library Equipment		3/4/19		\$350.00

Mr. Heath recommends the sale of this property. On motion made by Fondella A. Leigh, seconded by Charles Woodard, the Board unanimously approved the sale of these items on GovDeals.

EMS FRANCHISE ORDINANCE

Jonathan Nixon, Emergency Services Director, and County Attorney High explained that a copy of the revised Perquimans County Ordinance regulating the ambulance service and the granting of ambulance service franchises (formerly Ordinance No. 27) was included in their packet tonight. This is being presented for information only. A public hearing will be held in July and action will be taken in August.

JANITORIAL CONTRACT FOR RECREATION CENTER

With the resignation of Brenda Jackson, County Manager Heath presented the contract for janitorial services at the Recreation Center. Robin Trueblood, Maintenance Supervisor, and Mr. Heath recommend the approval of this contract with FK & Associates, LLC for \$825.00 per month. On motion made by Charles Woodard, seconded by Joseph A. Hoffler, the Board unanimously approved the janitorial contract with FK & Associates, LLC.

RESOLUTION FOR STRENGTHENING CRITICAL DRAINAGE & WATER QUALITY INFRASTRUCTURE

At the May 20, 2019 Work Session, County Manager Heath presented a Resolution that was forwarded to him from Mark Powell, Albemarle RC&D, to request the State to strengthen critical drainage & water quality infrastructure in the northeast North Carolina area around the Albemarle & Pamlico Sounds. On motion made by Alan Lennon, seconded by T. Kyle Jones, the Board unanimously approved the following Resolution:

RESOLUTION FOR STRENGTHENING CRITICAL DRAINAGE & WATER QUALITY INFRASTRUCTURE

WHEREAS, the Perquimans County Board of Commissioners, which recognizes that more frequent and stronger storm events are causing longer periods of severe flooding and the subsequent degradation of water quality, AND that these problems are negatively impacting both urban and rural residents, businesses, and our regional economy, DESIRES to work with our legislators, local governments, businesses, Albemarle Resource Conservation and Development Council (ARC&D), Albemarle Commission (AC), Soil and Water Conservation Districts (SWCD), farmers, non-profit groups, universities, state and federal agencies and citizen scientists to strengthen critical drainage and water quality infrastructure in northeast North Carolina.

NOW, THEREFORE, BE IT RESOLVED THAT:

The Perquimans County Board of Commissioners requests the State of North Carolina to increase financial assistance to the ten counties in northeast North Carolina around the Albemarle and Pamlico Sounds for the following activities, which will help strengthen critical drainage and water quality infrastructure in northeast NC.

- 1) We recognize that creeks, rivers and canals are critical for draining stormwater off our flat landscape. However, many of these systems become clogged with woody debris during storm events, both minor and major. We request matching funds for local governments to annually clear debris from creeks, rivers and canals. This will help strengthen critical drainage infrastructure and lessen the damage that can occur during major storms such as Matthew and Florence.
- 2) We recognize that swamp forests are a critical component of drainage infrastructure as they help mitigate floodwaters and improve water quality. We request funds to help provide financial incentives to owners of swamp forests to conserve a minimum 100-foot buffer along creeks and rivers, which is essential for protecting both drainage and water quality.
- 3) We recognize that the return of algal blooms to our waters after an absence of 30 to 35 years is a threat to fisheries, recreation, property values, and human health, and thus to our regional economy. We request funds to help identify the causes of, and solutions to, the algal blooms, specifically to proactively monitor water quality in creeks and rivers—where NCDEQ does not have monitoring stations—in order to identify the specific sources of nutrients and sediment entering our waterways. This work would be performed in collaboration with local governments, ARC&D, AC, SWCD, universities, and citizen scientists.
- 4) We recognize that many of the County’s drainage issues come from the poor condition of roadway ditches, and the ditches and canals from adjacent creeks and streams that feed into roadway ditches. We request additional state funding that would allow the NCDOT to properly maintain its ditches, and would allow NCDOT to come off of its right of way to aid the clearing of adjacent canals/ditches that feed into its roadway ditches.

ADOPTED the 3rd day of June, 2019.

Wallace E. Nelson, Chairman
Perquimans County Board of Commissioners

ATTESTED:

(SEAL)

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

RECREATION ADVISORY BOARD APPOINTMENTS

This item was removed from the Consent Agenda by Commissioner Jones who stated that he felt that Ms. Martina McClenney had served this Board well and that he felt that the Board should reappoint her for a three-year term as a resident of the Town of Hertford. Commissioner Leigh concurred with Mr. Jones. Therefore, on motion made by T. Kyle Jones, seconded by Charles Woodard, the Board unanimously made the following appointments to the Recreation Advisory Board:

NAME	BOARD	ACTION	TERM	EFFECTIVE DATE
Reed, Debbie	Recreation Advisory Committee - At Large	Reappointment	3 yrs.	07/01/2019
Congdon, Steav	Recreation Advisory Committee - Winfall	Reappointment	3 yrs.	07/01/2019
McClenney, Martina	Recreation Advisory Committee - Hertford	Reappointment	3 yrs.	07/01/2019

PUBLIC COMMENTS

There were no public comments.

CLOSED SESSION: CONSULT WITH ATTORNEY REGARDING A LEGAL MATTER & CLOSED SESSION MINUTES

Pursuant to NC General Statute 143-318.11(3), Fondella A. Leigh made a motion to go into Closed Session to consult with attorney regarding a legal matter and to approve closed session minutes. The motion was seconded by Charles Woodard and unanimously approved by the Board.

any other promotional materials, the Board should strike it from the budget. It may not be more than \$200 but, if you take that cost from all departments, it will mount up. The departments do not need to advertise.

- **Fire Departments:** It is his understanding that the County is providing the Fire Departments \$75,000 a year. He further stated that there is a man in town that may be charged with high crimes and misdemeanors and will have to reimburse funds that he has collected over the years that he was a fireman. He feels that, if this person is convicted and has to reimburse those funds. He recommends that this Board request that those funds come back to the County because he is sure that the town did not pay it but the County did.

The last comment he made was that there are two ways to go with taxes: you either raise taxes or reduce payments.

Chairman Nelson asked if there were any further comments or questions. There being none, Chairman Nelson closed the public hearing at 7:08 p.m.

AGENDA

Charles Woodard made a motion to approve the Agenda, as amended. The motion was seconded by Fondella A. Leigh and unanimously approved by the Board.

FY 2018-2019 YEAR-END BUDGET AMENDMENTS

Mr. Heath explained that Budget Amendment numbers 20 thru 21 have been prepared to balance the current year's budget. He explained further about three (3) department overages:

- **Sheriff's Department:** Mr. Heath explained that this budget was overspent mostly due to providing coverage for the Town of Hertford. We have received reimbursement for those expenses and they are posted to miscellaneous revenue.
- **Telecommunications & EMS:** Both of these departments have to rely heavily on part-time staff to fill open shifts due to unscheduled medical leave. They also have to respond to emergency situations. Most of which we have not yet received reimbursement. An example of this would be the response to Hurricane Florence when our staff members worked around the clock to provide coverage.

There being no further questions or comments, T. Kyle Jones made a motion to approve the following Year-End Amendments. The motion was seconded by Joseph W. Hoffler and unanimously approved by the Board.

**BUDGET AMENDMENT NO. 20
GENERAL FUND**

CODE NUMBER	DESCRIPTION OF CODE	AMOUNT	
		INCREASE	DECREASE
10-420-740	County Manager - Capital Outlay		2,000
10-420-330	Supplies	1,800	
10-420-061	Retiree Hospitalization	200	
10-430-032	BOE - Part-Time Salaries		1,750
10-430-020	Full-Time Salaries	100	
10-430-031	Salaries/Officers	1,650	
10-301-011	DMV Current Year	12,430	
10-450-740	Tax - Capital Outlay		2,500
10-450-050	Tax - FICA		500
10-450-030	Tax - Temp Lister		4,500
10-450-060	Tax - Group Insurance		1,500
10-450-020	Salaries	18,000	
10-450-061	Retiree Hospitalization	130	
10-450-070	Retirement	1,300	
10-450-452	NCVTS - State Fees	2,000	
10-356-000	ROD Fees	9,000	
10-480-452	ROD - Conveyance Tax	9,000	
10-345-002	Sales Tax - Local Option B	2,850	
10-301-001	Ad Valorem Taxes - Current Year	6,930	
10-329-000	Investment Earnings	30,000	
10-500-061	Buildings - Retiree Hospitalization	8,930	
10-500-150	Maintenance/Repair - Buildings	17,000	
10-500-160	Maintenance/Repair - Equipment	10,500	
10-500-020	Salaries	3,000	
10-500-070	Retirement	350	
10-351-000	Sheriff Fees	3,000	
10-510-450	Concealed Gun Permits	3,000	
10-355-000	Building Permits	14,940	
10-301-010	DMV Taxes - Budget Year	22,820	
10-335-000	Miscellaneous Revenue	80,000	
10-510-061	Retiree Insurance		3,000
10-510-062	Sheriff Supplemental		440
10-510-021	Separation Allowance		500
10-510-020	Sheriff - Salaries	80,000	
10-510-050	FICA	5,200	
10-510-070	Retirement	36,500	
10-301-000	Ad Valorem Tax - Budget Year	1,930	
10-301-001	Ad Valorem Tax - Current Year	3,070	
10-511-070	Dispatch - Retirement		5,000
10-511-060	Dispatch - Group Insurance		10,000
10-511-020	Dispatch - Salaries		20,000
10-511-030	Dispatch - Part-Time Salaries	40,000	
10-301-000	Ad Valorem Tax - Budget Year	7,934	
10-345-001	Sales Tax - Local Option A	41,866	
10-345-005	Sales Tax - Rural	22,000	
10-345-000	Sales Tax - 1%	7,550	
10-592-060	EMS - Group Insurance		18,000
10-592-061	EMS - Retiree Hospitalization		300
10-592-020	EMS - Full-Time Salaries	1,050	
10-592-030	EMS - Part-Time Salaries	85,000	
10-592-050	FICA	3,000	
10-592-070	Retirement	2,200	
10-592-170	Maintenance/Repair - Vehicles	3,000	
10-592-740	Capital Outlay	3,400	
10-301-000	Ad Valorem Taxes - Budget Year	11,000	
10-600-040	Medical Examiner Fees	11,000	

**BUDGET AMENDMENT NO. 20
GENERAL FUND (CONTINUED)**

CODE NUMBER	DESCRIPTION OF CODE	AMOUNT	
		INCREASE	DECREASE
10-335-002	Veterans Memorial Contribution	400	
10-607-332	Veterans Memorial Bricks	400	
10-660-020	Senior Center - Salaries		915
10-660-030	Senior - Part-Time Salaries	500	
10-660-050	FICA	350	
10-660-740	Capital Outlay	65	
10-610-020	DSS - Salaries		1,500
10-610-740	Capital Outlay	1,500	
EXPLANATION: General Fund year-end entry			

**BUDGET AMENDMENT NO. 21
WATER FUND**

CODE NUMBER	DESCRIPTION OF CODE	AMOUNT	
		INCREASE	DECREASE
35-720-060	Water - Group Insurance		2,000
35-720-061	Water - Retiree Hospitalization	1,500	
35-720-070	Water - Retirement	500	
EXPLANATION: Water Fund year-end entry			

FY 2019-2020 BUDGET

County Manager Heath explained that, after the Budget Work Sessions, the presentation of the Budget Message on June 3, 2019, and the Budget Public Hearing tonight, he presents the FY 2019-20 Budget for Board consideration. A copy of the Budget Ordinance was included in the Board's Agenda Packets. T. Kyle Jones made a motion to approve the FY 2019-20 Budget as presented. The motion was seconded by Fondella A. Leigh. Chairman Nelson asked if there were any questions or comments. The following comments were made:

- **Charles Woodard:** Mr. Woodard said that in his research, he found that the Elizabeth City Fire Department has a budget of \$2.7 million. Of course, they do not have the luxury of having volunteers to serve like we do. He feels that the \$75,000 provided for the Fire Departments is well spent to keep the residents of Perquimans County protected. We need to think about what it would cost the County if they were all paid firemen.
- **Wallace Nelson:** Mr. Nelson explained that this was a part of an agreement with the Volunteer Fire Departments many, many years ago to get the amount up to \$75,000 by five or eight years. Mr. Heath said that he thought it was eight years. Mr. Nelson said that we would be hard pressed to provide fire coverage for \$75,000. He further stated that each fire department raises money and get loans to purchase their equipment.
- **Kyle Jones:** Mr. Jones said that there are certainly good reasons as to why he could vote for or against this budget but the Fire Departments is not one of the reasons not to vote for it. Mr. Jones references his comments from last year and I quote "Commissioner Jones stated that he was concerned about the School System spending and for that reason he could not vote for the proposed FY 2018-19 Budget because he felt the increase spending would result in a tax increase in future budgets." He is afraid that if we do not address some of our bigger spending items that we will be faced to have another tax increase next year.
- **Wallace Nelson:** Mr. Nelson said that he felt the all the Boards have done an outstanding job in the last eight to ten years that we have not had a tax increase. He discussed the following items that have improved over the past few years: (1) improvement in response times for our Emergency Medical Services because we have two paid crews 24 hours a day, seven days a week; (2) certification of our telecommunicators so they can assist with calls until help arrives; (3) SRO's in all four schools; and many others. He thanked all the staff for their outstanding efforts in controlling expenditures.
- **Charles Woodard:** Mr. Woodard said that, from information that he had received from the NCACC Conference last August, he discovered that Perquimans County ranked 24th out of 100 counties as far as lowest tax rate. He further stated that 90.8% of our children graduate from high school because we have a strong education system. With him being in business, he sees that things cost more than they did ten years ago. We need to be the best we can be which means that we may have to raise taxes.

There being no further comments, Chairman Nelson asked for a vote. The motion passed by a vote of five (5) to one (1) with Commissioner Jones voting against the motion. **(see Attachment A)**

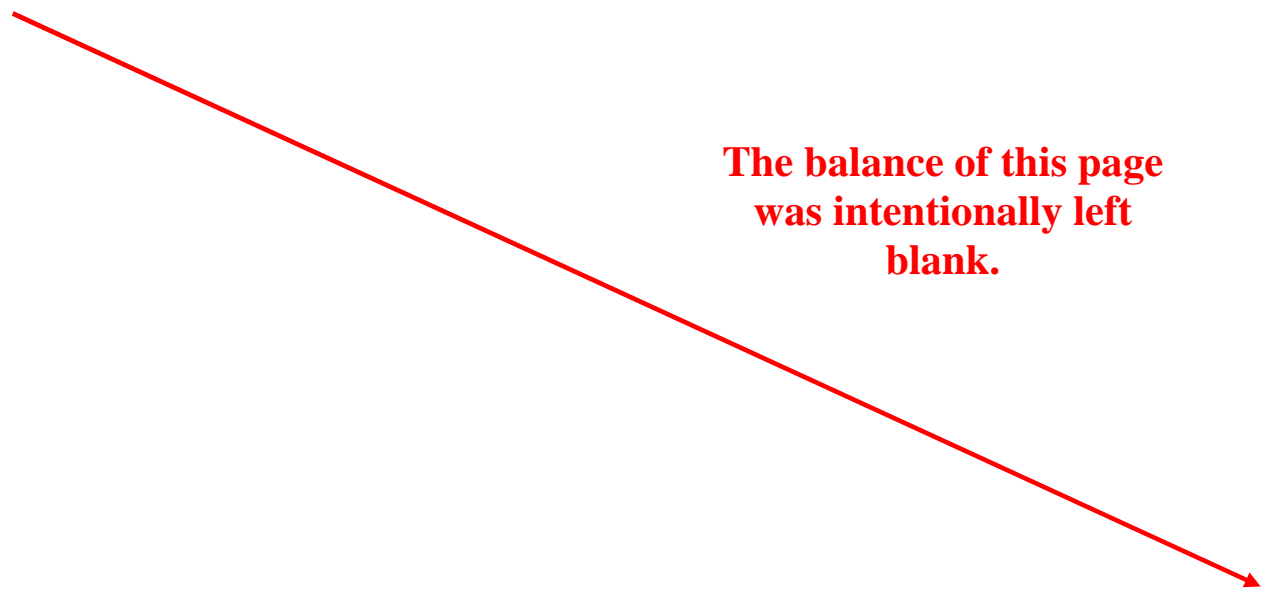
ADJOURNMENT

There being no further comments or business to discuss, the Special Called Meeting was adjourned at 7:20 p.m. on motion made by T. Kyle Jones, seconded by Fondella A. Leigh. Chairman Nelson stated that, due to a lack of business, the Regular Work Session was cancelled.

Wallace E. Nelson, Chairman

Clerk to the Board

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ATTACHMENT A**PERQUIMANS COUNTY
BUDGET ORDINANCE
FY 2019-2020****BE IT ORDAINED THIS 17th DAY OF JUNE, 2019, BY THE BOARD OF
COMMISSIONERS OF PERQUIMANS COUNTY, NORTH CAROLINA:****I. GENERAL FUND****Section 1: APPROPRIATIONS** - The following amounts are hereby appropriated in the General Fund for the operation of the County Government and its activities for the fiscal year beginning July 1, 2019, and ending June 30, 2020, in accordance with the chart of account heretofore established of this County:

Governing Body	\$	68,800
County Manager/Finance/Planning		465,002
Elections		206,481
Tax Department		512,770
Legal		25,000
Register of Deeds		281,303
Public Buildings		773,196
Albemarle Commission		9,583
Sheriff		1,342,551
Communications		605,665
Jail - Operations		494,780
Jail - Debt Service		231,406
Tax/Finance Software		10,000
Jury Commission		2,000
Fire Departments/Emergency Management		600,167
Medical Examiner		5,000
Inspections		240,985
Forestry Services		47,996
Emergency Medical Services		1,599,600
Natural Resource Conservation Service		55,084
NRCS - Cost Share Program		16,800
Extension Services		216,363
Veterans Services		9,182
Social Services		2,471,440
Albemarle Regional Health Services		52,857
Mental Health		30,406
Schools - Current Expense		2,900,000
Schools - Capital Outlay		475,000
Schools - Debt Service		836,603
Inter County Public Transportation Authority		6,127
Pettigrew Regional Library		187,500
Recreation		325,363
Albemarle RC&D		750
Various Non-Profit Contributions		42,569
Revaluation Reserve		25,000
Scrap Tires/White Goods/Electronics		21,855
Emergency Services Building Debt Service		103,509
Aquatic Weed Control		1,750
Albemarle Regional Planning		2,253
Education - OJJ Programs		64,160
College of the Albemarle		32,500
Senior Citizens		185,826
Animal Shelter Operations		61,363
Economic Development		27,500
County Drainage Study		20,000
Library Debt Service		299,027
Tourism Development Authority Contribution		20,000
Architecture/Capital Improvement Plan		10,000
Website Update		5,000
Salary Study		16,000
Courthouse Phone System		16,500
TOTAL GENERAL FUND	\$	16,060,572

ATTACHMENT A**PERQUIMANS COUNTY
BUDGET ORDINANCE
FY 2019-2020**

Section 2: REVENUES - It is estimated that the following revenues will be available in the General Fund for the fiscal year beginning July 1, 2019 and ending June 30, 2020:

Ad Valorem Taxes:

Budget Year	\$	8,637,695
Current Year		245,000
Prior Years Summary		70,250
Penalties & Interest		80,000

Other Taxes & Licenses:

Wine & Beer License	\$	400
Local Option Sales Tax		429,408
Local Option Sales Tax		916,866
Local Option Sales Tax		361,143
Local Option Sales Tax		397,008

Unrestricted Intergovernmental:

Tax Collections - Municipalities	\$	15,000
ABC Bottle Revenue		3,500
Beer & Wine		45,000
Utility Franchise Distribution		18,000
Medicaid Hold Harmless		340,670

Restricted Intergovernmental:

State Grants:		
Social Services	\$	1,679,848
Soil Conservation - Operating		3,600
Soil Conservation - Technician		19,640
Management Entity Funds		7,000
OJJ		64,160
Register of Deeds - A.E. & P.F.		21,277
Health Department - T/ST/WG		21,000
School Resource Officer - Board of Education		100,000
Senior Programs		3,564
Electronic Recycling Fees		855
Drainage Fees		8,500
Emergency Management Grant		44,000
DWI - DMV License Revocation		650
Nutrition		9,000
Floodplain Mapping - Register of Deeds		5,600
Register of Deeds - Dept. of Cultural Resources		2,500
Register of Deeds - State General Fund		2,000
EMS - Post Overdose		30,000

Permits & Fees:

Building Permits	\$	130,000
Register of Deeds		140,000
Recreation Fees		21,000
Ambulance Fees		630,000

Sales & Services:

Medicaid Utilization Based Plan	\$	10,000
EMS Donations		500
Range Management		12,000
Officer-Sheriff Fees		60,000
Jail Fees		5,500
Rents:		
Farm		8,400
Tower		7,000
Building Leases		62,884
Recreation/Senior Center		12,500
Investment Earnings		55,000
Miscellaneous		40,000
Subdivision Fees		1,000
Zoning Fees		3,000
Tower Consulting Fees		2,000
Veterans Monument Contributions		150
State Funds - Drug Tax		13,556
State Grants - Senior Medicare		3,000
Federal Drug Funds		14,925

ATTACHMENT A**PERQUIMANS COUNTY
BUDGET ORDINANCE
FY 2019-2020**

Recreation Concessions	\$	4,000
Local Funds - Sheriff Canine		50
Transfer from Other Funds:		
Water System	\$	100,000
Municipal Dispatch Fees		92,030
Other Revenues:		
Land Transfer Tax Proceeds		450,000
E-911 Funds		1,000
Fund Balance Appropriated	\$	597,943
TOTAL GENERAL FUND:	\$	16,060,572

II. WATER DEPARTMENT

Section 1: APPROPRIATIONS - The following amounts are hereby appropriated in the Water System Fund for the fiscal year beginning July 1, 2019, and ending June 30, 2020.

Administration & Operations	\$	2,129,088
Loan Principal		388,195
Loan Interest		32,179
Contribution to General Fund		100,000
TOTAL WATER SYSTEM FUND	\$	2,649,462

Section 2: REVENUES - It is estimated that the following revenues will be available in the Water System Fund for the fiscal year beginning July 1, 2019, and ending June 30, 2020.

Transfer from Phase III	\$	13,565
Investment Earnings		10,000
Sale of Water		1,960,000
Taps & Connections		40,000
Reconnections		9,000
Penalties & Interest		42,500
Rent: Towers		5,400
Miscellaneous		7,500
Water Improvement Fund		1,000
Fund Balance Appropriated		560,497
TOTAL WATER SYSTEM FUND	\$	2,649,462

III. SOLID WASTE FUND

Section 1: APPROPRIATIONS - The following amounts are hereby appropriated in the Solid Waste Fund for the fiscal year beginning July 1, 2019, and ending June 30, 2020.

Administration & Operations	\$	966,109
Recycling Centers Maintenance		5,000
Solid Waste Refunds		3,000
TOTAL SOLID WASTE FUND	\$	974,109

Section 2: REVENUES - (Solid Waste Fee: \$140.00 per Household). It is estimated that the following revenues will be available in the Solid Waste Fund for the fiscal year beginning July 1, 2019, and ending June 30, 2020.

Solid Waste Fees	\$	943,000
Investment Earnings		950
Disposal Tax		6,500
Fund Balance Appropriated		23,659
TOTAL SOLID WASTE FUND	\$	974,109

IV. REVALUATION RESERVE FUND

1. **Section 1: APPROPRIATIONS** - The following amounts are hereby appropriated in the Revaluation Reserve Fund for the fiscal year beginning July 1, 2019, and ending June 30, 2020.

Reserve for Revaluation	\$	25,200
TOTAL REVALUATION FUND	\$	25,200

2. **Section 2: REVENUES** - It is estimated that the following revenues will be available in the Revaluation Reserve Fund for the fiscal year beginning July 1, 2019, and ending June 30, 2020.

ATTACHMENT A

**PERQUIMANS COUNTY
BUDGET ORDINANCE
FY 2019-2020**

Investment Earnings	\$	200
Transfer from General Fund		25,000
TOTAL REVALUATION FUND	\$	25,200

V. COURT FACILITIES FUND

Section 1: APPROPRIATIONS - The following amounts are hereby appropriated in the Court Facilities Fund for the fiscal year beginning July 1, 2019, and ending June 30, 2020.

Administration & Maintenance	\$	19,000
District Attorney Office Expense		14,140
Fine & Forfeitures		65,000
TOTAL COURT FACILITIES	\$	98,140

Section 2: REVENUES - It is estimated that the following revenues will be available in the Court Facilities Fund for the fiscal year beginning July 1, 2019, and ending June 30, 2020.

Investment Earnings	\$	0
Facility Fees		26,000
Fines & Forfeiture Fees		65,000
Fund Balance Appropriated		7,140
TOTAL COURT FACILITIES	\$	98,140

VI. ECONOMIC DEVELOPMENT FUND

Section 1: APPROPRIATIONS - The following amounts are hereby appropriated in the Economic Development Fund for the fiscal year beginning July 1, 2019, and ending June 30, 2020.

Professional Services & Expenses	\$	58,600
TOTAL ECONOMIC DEVELOPMENT	\$	58,600

Section 2: REVENUES - It is estimated that the following revenues will be available in the Economic Development Fund for the fiscal year beginning July 1, 2019 and ending June 30, 2020.

Transfer from General Fund	\$	27,500
Investment Earnings		50
Fund Balance Appropriated		31,050
TOTAL ECONOMIC DEVELOPMENT	\$	58,600

VII. TOURISM DEVELOPMENT FUND - OCCUPANCY TAX

Section 1: APPROPRIATIONS - The following amounts are hereby appropriated in the Tourism Development Fund for the fiscal year beginning July 1, 2019, and ending June 30, 2020.

Promotions, Marketing, Operating Expenses	\$	32,100
Fireworks Contribution		1,500
TOTAL TOURISM DEVELOPMENT	\$	33,600

Section 2: REVENUES - It is estimated that the following revenues will be available in the Tourism Development Fund for the fiscal year beginning July 1, 2019 and ending June 30, 2020.

Local Funds	\$	3,000
Transfer from General Fund		20,000
Occupancy Tax		8,000
Intergovernmental Transfers		2,000
Interest		100
Fund Balance Appropriated		500
TOTAL TOURISM DEVELOPMENT	\$	33,600

VIII. EMERGENCY TELEPHONE FUND

Section 1: APPROPRIATIONS - The following amounts are hereby appropriated in the Emergency Telephone Fund for the fiscal year beginning July 1, 2019, and ending June 30, 2020.

Operating Expenses	\$	297,051
TOTAL EMERGENCY TELEPHONE FUND	\$	297,051

ATTACHMENT A

**PERQUIMANS COUNTY
BUDGET ORDINANCE
FY 2019-2020**

Section 2: REVENUES - It is estimated that the following revenues will be available in the Emergency Telephone Fund for the fiscal year beginning July 1, 2019 and ending June 30, 2020.

State Grants	\$	0
Emergency 911 Fee		279,041
Investment Earnings		10
TOTAL EMERGENCY TELEPHONE FUND	\$	279,051

IX. COUNTY CONSTRUCTION FUND

Section 1: APPROPRIATIONS - The following amounts are hereby appropriated in the County Construction Fund for the fiscal year beginning July 1, 2019, and ending June 30, 2020.

Capital - Perquimans Marine Park Basin	\$	2,882,325
Capital - Recreation, Courthouse, ARPDC		23,448
TOTAL COUNTY CONSTRUCTION FUND	\$	2,905,773

Section 2: REVENUES - It is estimated that the following revenues will be available in the County Construction Fund for the fiscal year beginning July 1, 2019 and ending June 30, 2020.

Investment Earnings	\$	12,000
Perquimans Marine Park Basin		2,882,325
Fund Balance Appropriated		11,448
TOTAL COUNTY CONSTRUCTION FUND	\$	2,905,773

X. OTHER PROVISIONS

Section 1: The Budget Officer is hereby authorized to transfer appropriations within a fund contained herein under the following conditions:

- a) The Budget Officer may transfer amounts between objects of expenditures within a department except salary amounts without limitation.
- b) The Budget Officer may not transfer any amount between funds nor from any contingency appropriations within any fund.

Section 2: The Board of Commissioners hereby authorizes the attached Fee Schedule for FY 2019-2020.

XI. TAX LEVY

Section 1: There is hereby levied a tax at the rate of 59¢ (fifty-nine cents) per one hundred dollars (\$100) valuation of property listed for taxes as of January 1, 2019 for the purpose of raising the revenue listed as "Budget Year's Taxes" in the General Fund - Part I, Section 2 of this Ordinance.

Section 2: This rate of tax is based on an estimated total valuation of property for the purpose of taxation of \$1,406,726,379 and an estimated collection rate of 97.0%.

This Budget was approved with a vote of five (5) to one (1) on June 17, 2019, by a quorum of the Perquimans County Board of Commissioners being present and all present casting a vote.

Wallace E. Nelson, Chairman
Perquimans Co. Board of Commissioners

ATTACHMENT A
PERQUIMANS COUNTY
FEE SCHEDULE
FY 2019-2020

Building Inspections**Construction Fees**

Square Foot	\$.25/SF
Minimum Fee	\$50.00
State Fee	\$10.00
In-ground pool (Residential)	\$50.00
In-ground pool (Commercial)	\$125.00
Carports (open all 4 sides)	\$.125/SF
Large Metal Buildings	\$.125/SF
Daycare & ABC	\$75.00
Group/ Foster Homes	\$50.00
Storage Building 12 x 12 or less	\$25.00

Electrical Fees

Minimum Fee	\$50.00
Square Foot	\$.10/SF
Temporary Service	\$30.00
Service Repair	\$30.00
Service Charge	\$.30/amp
Swimming Pools	\$30.00
Sub panel	\$10.00
Generators	\$10.00
Baseboard Heat (per thermostat)	\$10.00
Photovoltaic/Solar	\$5 per string

Plumbing Fees

Minimum Fee	\$50.00
Per Fixture	\$5.00
Sprinklers	\$50.00
Per Head	\$5.00

Mechanical Fees

Central Heating/Air Conditioning	\$55.00
Central - Additional Unit	\$55.00
Minimum Fee	\$30.00
Hood System	\$50.00

Insulation Fees

Insulation	\$50.00
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L.P. & Natural Gas Fees

Minimum Fee	\$50.00
Per Gas Outlet	\$5.00

Sign Fees

Free Standing	\$50.00
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Renovation Fees

1/2 New Construction

Fire Inspection Fees

Mandatory Fire Code Permits	\$50.00
Group/ Foster Homes	\$50.00
Nursing Homes and Daycares	\$75.00

Manufactured Homes

Single Section	\$150.00
Multi Section	\$185.00
Electrical	\$50.00
Mechanical	\$50.00
Plumbing	\$50.00

Modular Homes

All set-up	\$.25/SF
Electrical	\$.30/amp
Plumbing	\$50.00
Mechanical	\$55.00

Administrative, Negligence & Reinspections

Administrative	\$50.00
Negligence	\$50.00
2nd Negligence	\$100.00
Re-Inspection	\$50.00

Junk Car & Trash Administration

\$75.00

Sheriff Department Fees

Fingerprints	\$5.00/card
Gun Purchase Permits	\$5.00 each
Concealed Handgun Permits	\$90.00
Concealed Handgun Permit Renewals	\$75.00
Service Fees (civil papers)	\$30.00/service
Out of State Service Fees (civil papers)	\$100.00
Notary	\$5 per signature

ATTACHMENT A
PERQUIMANS COUNTY
FEE SCHEDULE
FY 2019-2020

EMS Fees

ALS-I Emergency A0427	\$593.66
ALS-II Emergency A0433	\$867.68
ALS-I or II Treatment / No Transport A0999 <i>(including Helo)</i>	\$300.00
ALS-I Non Emergency A0426	\$378.62
BLS-Emergency A0429	\$504.83
BLS-Non Emergency A0428	\$315.52
Transports to Funeral Homes	\$225.00
Ambulance Crew Standby - 1st 2 hours	\$120.00
Ambulance Crew Standby - additional hours	\$50.00/hour
Zone Car Standby- per hour	\$45.00
Attorney's Fees (patient's records)	\$12.00
Ground Mileage - ALS or BLS	\$14.33/Loaded Mileage
Specialty Care A0434	\$1,025.43

Recreation Fees

Rental Fees:

Meeting Room/Kitchen	\$60.00/hr (3 hr minimum)
Gymnasium (1/2 day)	\$250.00
Gymnasium (full day)	\$400.00
Tennis Courts (1/2 day)	\$50.00
Tennis Courts (full day)	\$100.00
Outside Basketball (1/2 day)	\$50.00
Outside Basketball (full day)	\$100.00
Field Rental (1/2 day)	\$75.00/field
Field Rental (full day)	\$150.00/field
Lights additional	\$25.00/hour
Field Rental for practices	
Non Rec. teams	\$15.00/hour
with lights	\$25.00/hour

Deposit in addition to any rental fees. All fees are refundable if cancelled at least 72 hrs before scheduled rental day.

Registration Fees

Youth Soccer	\$20.00
Youth Basketball	\$20.00
Volleyball	\$20.00
Softball (9-16)	\$20.00
Babe Ruth (13-15)	\$20.00
Football	\$30.00
Cheerleading	\$20.00
T-Ball (4-6)	\$20.00
Coach Pitch (7-8)	\$20.00
Adult Softball	\$200.00/team
Adult Basketball	\$200.00/team
Open Gym	No charge
Skate Park	No charge

There is a maximum of \$50 per family for each activity.

Register of Deeds

All Instruments (Except Deeds of Trust)

Pages 1-15	\$26.00
Each additional page thereafter	\$4.00
Multi-instrument	\$10.00

Deed of Trust 1st thru 35th Page

Each additional page	\$4.00
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UCC

1 to 2 pages	\$38.00
3 to 10 pages	\$45.00
Over 10 pages <i>(Plus \$2 per page over 10)</i>	
Search per name	\$30.00
<i>Copy per page</i>	\$2.00

Plats

1st page	\$21.00
Each additional page	\$21.00

DOT Highway Maps

1st page	\$21.00
Each additional page thereafter	\$5.00

ATTACHMENT A
PERQUIMANS COUNTY
FEE SCHEDULE
FY 2019-2020

Register of Deeds (Continued)

Copies

Plat copies \$3.00 each
 Regular copies (per page) \$0.25

Certified copies (instruments & plats)

1st page \$5.00
 Each additional page \$2.00

Notary

Oath \$10.00
 Commission verification \$5.00

Marriage License

Issuance of license \$60.00

Vital Records

Certified copy (birth, death, marriage) \$10.00
 Delayed birth applications \$20.00
 Amendments \$15.00
 Records search from Vital Records \$24.00
 Plus payable to Vital Records \$24.00
 Legitimations \$15.00
 Plus payable to Vital Records \$15.00

Tax Department

Copies \$0.25
 Non-aerial maps \$0.50
 Aerial maps \$1.20

GIS Mapping Price List

Plotter

Size	Black & White	Image Color
8.5 x 11	\$1.00	\$2.00
11 x 17	\$2.00	\$3.00
16 x 20	\$3.00	\$5.00
22 x 34	\$5.00	\$8.00
34 x 46	\$8.00	\$10.00

Desk printer

Size	Black & White	Image Color
8.5 x 11	\$0.50	\$1.25
8.5 x 14	\$0.75	\$1.50
11 x 17	\$1.00	\$1.75

Data Layers

Entire County parcels with aerial images and ownership information \$200.00
(Available on CD & ZIP drive)
 Individual Layers \$50.00 first layer
 \$25.00 each additional layer

Individual Plotter Maps

Township & Municipality Street Maps Price based on size/color
 Zoning Maps per Township/Municipality Price based on size/color
 Full County Zoning Map \$12.00
 County street maps, subdivision maps, and other maps created without image and little color same as listed under Plotter Black & White
 Flood maps, soil maps, census maps and others created with full color same as listed under Plotter Image/Color

Availability

Requests can be made Monday through Friday from 8 am to 5 pm except holidays. All efforts will be made to provide information within 5 working days

Payment

Payment is required prior to preparation of CD's, extensive copying requests, maps to be sent by mail and ftp uploads

Custom Work

A fee of \$25.00 per hour will be charged for requests for maps that we do not have the data layers for. For instance, having to go on the internet to download information.

County Manager

Zoning Ordinance \$15.00
 Subdivision Ordinance \$10.00
 Junk Ordinance \$10.00
 Junkyard Ordinance \$10.00
 Manufactured Home Park Ordinance \$5.00
 Minimum charge for copy of any other Ordinance \$5.00
 Copies \$0.25

ATTACHMENT A
PERQUIMANS COUNTY
FEE SCHEDULE
FY 2019-2020

Water Department

Rate Schedule

WATER RATES- There is a min. charge of \$15 for the first 1000 gallons; each additional thousand gallons will be \$7.00/1000 gal.

Tap-on Fees

Size Meter	Cost of Tap
3/4"	\$1,500.00
1"	\$2,500.00
2"	\$5,000.00
Late Payment Charge	10% of bill
Renter's Deposit	\$75.00
Reconnection Fee	\$25.00
Water Meter Test Fee	\$100.00

Seasonal Water Conservation Rates

\$9/1000 gallons for usage more than 8000 gallons per month from May 1 through October 31

Water System Development Fee

\$500 per lot for up to and including four lots on main roads, 6 lots on secondary roads

\$2,500 per lot for any lots over four on main roads, 6 lots on secondary roads

System Development Fee must be paid before the Final Subdivision Plat is recorded in the Perquimans County Register of Deeds' Office.

Planning/Zoning

Zoning Permit (Residential/Home Occupation)	\$0.00
Zoning Permit (for Commercial/Industrial)	\$100.00
Certificate of Compliance (after first site visit)	\$100.00
Sign Permit	\$50.00
Certificate of Compliance (after first site visit)	\$50.00
Zoning Map Change (Re-Zoning)	\$450.00
Zoning Text Change	\$500.00
Planned Unit Development	\$600.00 + atty. & eng. Fees, i/a
Conditional Use Permit/ District	\$300.00 + atty. & eng. Fees, i/a
Appeal or Interpretation	\$300.00
Zoning Variance Request	\$300.00
Variance to Subdivision Regulations	\$100.00
Subdivision Sketch Plat	\$100.00
Minor or Abbreviated Subdivision Plan	\$50.00
Preliminary Plat	\$100.00 + \$15.00 per lot
Final Plat	\$100.00 + \$15.00 per lot
Wireless Telecommunication Facility	\$500.00 County fee
	+Minimum consultant cost of \$6,500.00
	+Certificate of Zoning Compliance (after first visit): \$100.00
Wireless Telecommunication Facility	
(eligible facilities request applications processed per NCGS 153A-349.53)	County fee of \$500.00
	+Minimum consultant cost of \$1000.00
	+Certificate of Zoning Compliance (after first visit): \$100.00 County Fee
	+Certificate of Zoning Compliance (Consultant fee for verification): \$3,000.00
Wind Energy Facilities	County Zoning Permit Fee of \$500.00
	+Certificate of Zoning Compliance (after first visit) \$100.00
	+Initial Escrow Deposit (Medium Facility) \$50,000.00
	+Initial Escrow Deposit (Large Facility) \$50,000.00

Effective 1-04-16, Zoning Permit Fees and Escrow Deposits to be paid at the time Zoning Permit Application, Fees and detailed Site Plans are submitted for review. If Escrow Account drops below \$10,000, Applicant shall replenish to the original amount before any further action or consideration is taken on any County Permit. Remaining balance will be refunded upon Applicant receiving approval of As-Built Drawings or if Applicant fails to complete project.

**Fees denoted for a given application do not include fees for subsequent applications and stages of review. Separate fees will apply for building and other permits.*

**PERQUIMANS COUNTY
CAPITAL PROJECTS ORDINANCE
COUNTY CONSTRUCTION FUND**

Section 1: APPROPRIATIONS - The following amounts are hereby appropriated in this County Construction Fund beginning July 1, 2019, and ending June 30, 2020

Capital: Perquimans Marine Park Basin	\$ 2,882,325
Capital - Recreation/Courthouse/ARPDC	23,448
TOTAL COUNTY CONSTRUCTION FUND	\$ 2,905,773

Section 2: REVENUES - It is estimated that the following revenues will be available for appropriation in the County Construction Fund beginning July 1, 2019, and ending June 30, 2020.

Fund Balance Appropriated	\$ 2,905,773
TOTAL COUNTY CONSTRUCTION FUND	\$ 2,905,773

Wallace E. Nelson, Chairman
Perquimans Co. Board of Commissioners

**PERQUIMANS COUNTY
CAPITAL PROJECTS RESERVE ORDINANCE
LAND TRANSFER TAX
FOR
CAPITAL PROJECTS**

This Capital Projects Reserve Ordinance is being authorized to provide a portion of the required funds needed for the School Construction Project debt service and for the other Capital Projects deemed appropriate by the Board of Commissioners.

The following appropriations are being made with revenues, as listed, being available for this fund.

Section 1: APPROPRIATIONS - The following amounts are hereby appropriated in this Capital Projects Reserve Ordinance beginning July 1, 2019, and ending June 30, 2020.

Transfer to General Fund	\$ 450,000
TOTAL CAPITAL RESERVE/LAND TRANSFER TAX	\$ 450,000

Section 2: REVENUES - It is estimated that the following revenues will be available for appropriation in the Capital Projects Reserve Ordinance beginning July 1, 2019, and ending June 30, 2020.

Land Transfer Tax	\$ 380,000
Investment Earnings	5,000
Fund Balance Appropriated	65,000
TOTAL CAPITAL RESERVE/LAND TRANSFER TAX	\$ 450,000

Wallace E. Nelson, Chairman
Perquimans Co. Board of Commissioners

**PERQUIMANS COUNTY
CAPITAL PROJECTS ORDINANCE
FOR
NC HOUSING FINANCE AGENCY
SINGLE FAMILY REHABILITATION PROGRAM**

Section 1: APPROPRIATIONS - The following amounts are hereby appropriated in this Capital Reserve/NC Housing Finance Agency beginning July 1, 2019, and ending June 30, 2020.

Rehabilitation	\$	44,017
Program Costs		16,000
TOTAL CAPITAL RESERVE/NC HOUSING FINANCE AGENCY	\$	60,617

Section 2: REVENUES - It is estimated that the following revenues will be available for appropriation in the Capital Reserve/NC Housing Finance Agency beginning July 1, 2019, and ending June 30, 2020.

Single Family Rehab	\$	60,017
TOTAL CAPITAL RESERVE/NC HOUSING FINANCE AGENCY	\$	60,617

Wallace E. Nelson, Chairman
Perquimans Co. Board of Commissioners

WORK SESSION
June 17, 2019
7:00 p.m.

Due to a lack of business to discuss, the Perquimans County Board of Commissioners Work Session on June 17, 2019 was cancelled.
