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- End of Proposed Conditional Use Permit No. CUP-19-03 to be recorded by Perquimans Solar, LLC

for

Large scale, ground-mounted Solar Power Energy System Facility located in the 200 block of Pender Road on property owned by T.A. Newbold Miller, LLC, at Tax Parcel # 2-0061-0076A

Condition "U" was added per Planning Board request:

"Applicant shall meet with adjacent property owners to discuss any concerns."

Condition "V" added per BCC request:

Vegetative buffer shall extend at least 855 feet South 40 degrees East from road pavement edge on the west end of the project (to block the view through the woods clearing), then run northwesterly toward Pender Road, turning northeast running parallel with Pender Road then turning east and down the project's east side in a southeasterly direction, wrapping around the project corner in a southwesterly direction approximately 800 feet until it meets the woods line on the project's southeast side. (see attached site plan)

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WORK SESSION
September 16, 2019
7:00 p.m.

Due to a lack of business to discuss, the Perquimans County Board of Commissioners Work Session on September 16, 2019 was cancelled.

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REGULAR MEETING
October 7, 2019
7:00 p.m.

The Perquimans County Board of Commissioners met in a regular meeting on Monday, October 7, 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. Joseph W. Hoffler made a motion to approve the Agenda, as amended. The motion was seconded by Charles Woodard and unanimously approved by the Board.

CONSENT AGENDA

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

- 1. Approval of Minutes: September 3, 2019 Regular Meeting & September 16, 2019 Work Session (cancelled)
2. Tax Refund & Release Approvals:

PERQUIMANS COUNTY TAX REFUNDS:

Parker, Jennifer Christine .....\$178.18
Vehicle sold to dealership. 6-month refund. Account Number 0046380344.

PERQUIMANS COUNTY TAX RELEASES:

Woodville Pentecostal Holiness Church.....\$955.80
Property should be exempt and was billed in error. Account Number 420706.

Belvin, Raymond Eure, Jr. ....\$268.45
Parcel 4-0053-065B was billed to Mr. Eure in error. Should have been billed to Daniel Gregory. Account No. 429475.

Gregory, Daniel & Dawn .....\$165.79
Parcel 4-0053-065B was billed to Mr. Gregory in error. Should have been billed to Belvin Eure. Account No. 430320.

2019 BILLING CYCLE ERROR: During the 2019 billing cycle, available discounts/exemptions were not calculated for those eligible. The following refunds and releases were presented.

PERQUIMANS COUNTY TAX REFUNDS:

Cochrane, Isabella .....\$417.13
Available discount was not applied. Account Number 263289.

Kemp, Wilbert & Delorus .....\$265.50
Available discount was not applied. Account Number 427367.

Noden, Thomas .....\$424.21
Available discount was not applied. Account Number 259896.

PERQUIMANS COUNTY TAX REFUNDS:

Rather than filling out individual release forms for each taxpayer, a detailed spreadsheet with requested release totals is listed below:

Table with 7 columns: Account Number, Taxpayer Name, Parcel Number, County Release, Hertford Release, Winfall Release, Total. Rows include Robert Amos, Jean J. Bateman, Jimmy Byrum, and Lois Cole.

Account Number	Taxpayer Name	Parcel Number	County Release	Hertford Release	Winfall Release	Total
420476	Amy Dail	4-D077-2001-DC	458.14			458.14
357776	Louise Dail	3-0038-00044	336.30			336.30
257892	Lesley Duke	2-D082-G043-HI	341.91			341.91
260310	Kim Gregory	2-D082-H138-HI	28.32			28.32
263696	Antoinette Hines-Berger	2-D083-017A-GN	804.17			804.17
105060	James Hinton	1-0005-0004	147.50			147.50
427410	Armesia James	MOBILE HOME	7.44			7.44
261227	Patricia Ann Clark James	2-D082-N016-HI	34.22			34.22
219250	Joyce & Donald James	2-0072-0033	279.66			279.66
312760	Martha Lamb	3-0039-00025	147.50			147.50
356242	Elva Lee	MOBILE HOME	55.60	44.29		99.89
427979	Sarah Medows	4-0065-0030F	179.07			179.07
430198	Jackson O'Keefe-Tillett	4-0053-00091	396.78			396.78
316720	Richard & Ginger O'Neal	3-0040-AT011-H	265.50	211.50		477.00
538278	Helen Ormond	5-D032-0007-W	119.18	109.08		228.26
357269	James Ormond	3-0040-RR604-H	237.48	189.18		426.66
357450	Donald & Barbara Outland	3-0040-AC101-H	265.50	211.50		477.00
413920	James & Evelyn Overton	4-0055-0076	147.50			147.50
429862	William Overton	4-0043-0074	147.50			147.50
528121	Benamine Earl Owens	5-0034-0126B	265.50			265.50
233110	Dorothy Riddick	2-0061-0072	190.28			190.28
356221	Patty Riddick	MOBILE HOME	33.74	26.88		60.62
514600	James Rountree	5-0042-0063	226.56			226.56
356699	Alice Surgeon	3-0047-00005	142.78			142.78
319765	Curtis & Darlene Shambry	3-0040-YY708-H	175.23	139.59		314.82
110660	Annette Smith	1-0005-036	363.15			363.15
427999	Matt & Anna Spivey	4-0054-0057	304.75			304.75
115973	Paige Stallings	1-0022-0027	147.50			147.50
117398	Sidney Stallings	1-0005-0034	299.43			299.43
356219	Mary Stephney	3-0049-00006A	344.27			344.27
259021	Alberta Stinedurf	2-D085-E009-SH	265.50			265.50
430247	Michael Stockwell	4-D053-1004-DRS	265.50			265.50
429746	Barbara Stokely	4-D076-A018-CS	785.88			785.88
429085	Robert Stokely	MOBILE HOME	60.98			60.98
263736	Mary Surdacki	2-D082-D009-HI	223.32			223.32
427780	Louis Swanner	4-D064-0004-HE	147.50			147.50
422333	Freddie Thomas	4-0045-0031	284.97			284.97
428150	Betty Thompson	4-0043-0016	502.98			502.98
516380	Dorothy Tillett	5-0042-0032	137.47			137.47
259598	Danny Townsend	2-D085-D120-SH	125.67			125.67
539546	Larry & Lucy Turner	5-0032-0037C	265.50		243.00	508.50
260663	Frances Vaughan	2-0069-0094	237.48			237.48
427780	Carolyn White	4-D064-0004-HE	147.50			147.50
428403	Roger Womack	4-0063-0007F	268.16			268.16
258805	Daniel Wooten	2-D069-0003-NFA	247.80			247.80
425059	William & Joann Stoop	4-D045-0016-LW	265.50			265.50
422036	Frances Bey	4-0065-0040G	510.35			510.35
<b>Total</b>			<b>12763.49</b>	<b>1264.08</b>	<b>624.78</b>	<b>14652.35</b>
			COUNTY TOTAL	HERTFORD TOTAL	WINFALL TOTAL	GRAND TOTAL

3. Personnel Matters:

Employee Name	Employee Job Title	Action Required	Grade/Step	New Salary	Effective Date
Steven Lee Stallings	Water Plant Operator	Appointment	64/18	\$48,215	10/01/2019
Leroya Banks	Uncertified Deputy	Appointment	64/1	\$31,837	10/01/2019
Amanda Ward	Transition to Certified PT/FI Telecommunicator	Status Change	62/2	\$14.37/hr.	10/01/2019
Annamarie Shine	Transition to Permanent Part-Time Certified Telecommunicator	Status Change	62/1	\$14.02/hr.	10/01/2019
Tiffany Haynes	Transition to Permanent Part-Time Certified Telecommunicator	Status Change	62/2	\$14.37/hr.	10/01/2019
Michaela Madden-Browder	Part-Time/Fill-In Paramedic	Promotion	68/1	\$18.25/hr.	10/01/2019
Brian Hickman	Part-Time/Fill-In Paramedic	Promotion	68/1	\$18.25/hr.	10/01/2019
Theresa Stallings	Housekeeping Assistant	Retirement			12/31/2019

4. Step/Merit Increases:

Employee Name	Employee Job Title	Grade/Step	New Salary	Effective Date
Diane Murray	IMS II	67/4	\$39,104	10/01/2019
Denise Stallings	IMC II	63/1	\$30,466	10/01/2019
Jovan Ward	IMC III	65/5	\$36,682	10/01/2019
Hazelene Miller	EMT-1	66/5	\$18.43/hour	10/01/2019
William Tutwiler	EMS Shift Supervisor (Paramedic)	70/4	\$44,624	10/01/2019
LeAnne Hamilton Wynne	Secretary	60/9	\$32,453	10/01/2019

5. Resolution: The following Resolution was unanimously approved by the Board:

**2020 Census Partnership**

**WHEREAS** the U.S. Census Bureau is required by the U.S. Constitution to conduct a complete count of the population and provides a historic opportunity to help shape the foundation of our society and play an active role in American democracy;

**WHEREAS** Perquimans County is committed to ensuring every resident is counted;

**WHEREAS** federal and state funding is allocated to communities, and decisions are made on matters of national and local importance based, in part, on census data and housing;

**WHEREAS** census data help determine how many seats each state will have in the U.S. House of Representatives and are necessary for an accurate and fair redistricting of state legislative seats, county and city councils and voting districts;

**WHEREAS** information from the 2020 Census and American Community Survey is vital for economic development and increased employment;

**WHEREAS** the information collected by the census is confidential and protected by law;

**WHEREAS** a united voice from business, government, community-based and faith-based organizations, educators, media and others will enable the 2020 Census message to reach more of our residents;

**WHEREAS** the Census count requires extensive work, and the Census Bureau requires partners at the state and local level to insure a complete and accurate count;

**WHEREAS** Perquimans County and its appointed Complete Count Committee will bring together a cross section of community members who will utilize their local knowledge and expertise to reach out to all persons of our community;

**NOW, THEREFORE, BE IT RESOLVED** that Perquimans County is committed to partnering with the U.S. Census Bureau and the State of North Carolina and will:

1. Support the goals for the 2020 Census and will disseminate 2020 Census information;
2. Encourage all County residents to participate in events and initiatives that will raise the overall awareness of the 2020 Census and increase participation;
3. Provide CCC members and Census advocates to speak to County and Community Organizations;
4. Support census takers as they help our County complete an accurate count; and,
5. Strive to achieve a complete and accurate count of all persons within our borders.

Adopted this 7<sup>th</sup> day of October, 2019.

Wallace E. Nelson, Chairman  
Perquimans County Board of Commissioners

ATTESTED:

(SEAL)

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

7. **Board Reappointments/Resignations/Appointment:** The following Board reappointments/resignations/appointment were unanimously approved by the Board:

NAME	BOARD	ACTION	TERM	EFFECTIVE DATE
Madre, Delphine	Community Advisory Committee	Resignation		10/01/2019
Cartwright, Gloria	Community Advisory Committee	Resignation		10/01/2019
Corprew, Mary	Community Advisory Committee	Reappointment	3 yrs.	10/01/2019
Baker, Julian	Board Trustees for Belvidere/Chappell Hill Fire Dept.	Reappointment	1 yr.	10/01/2019
Winslow, Wade	Board Trustees for Belvidere/Chappell Hill Fire Dept.	Reappointment	1 yr.	10/01/2019
Hobbs, Benjamin	Board Trustees for Bethel Fire Dept.	Reappointment	1 yr.	10/01/2019
Muzzulin, Edward	Board Trustees for Bethel Fire Dept.	Reappointment	1 yr.	10/01/2019
Chappell, Laurence	Board Trustees for Durant's Neck	Reappointment	1 yr.	10/01/2019
Nixon, Mack E.	Board Trustees for Durant's Neck	Reappointment	1 yr.	10/01/2019
Boyce, Jonathan	Board Trustees for Inter-County Fire Dept.	Reappointment	1 yr.	10/01/2019
Swayne, Robert D.	Board Trustees for Inter-County Fire Dept.	Reappointment	1 yr.	10/01/2019
Eure, Sadie	Jury Commission	Resignation		10/02/2019
Stallings, Diane White	Jury Commission	Appointment	2 yrs.	10/01/2019

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

- **Approval of State Holiday Schedule:** Each year, the Board needs to approve the State Holiday Schedule for Social Services Department. The Board approved the following 2020 State Holiday Schedule.:

HOLIDAY	OBSERVANCE DATE	DAY OF WEEK
New Year's Day	January 1, 2020	Wednesday
Dr. Martin Luther King, Jr. Day	January 20, 2020	Monday
Good Friday	April 10, 2020	Friday
Memorial Day	May 25, 2020	Monday
Independence Day	July 3, 2020	Friday
Labor Day	September 7, 2020	Monday
Veterans Day	November 11, 2020	Wednesday
Thanksgiving	November 26 & 27, 2020	Thursday and Friday
Christmas	December 24, 25, 28, 2020	Thursday, Friday, & Monday

- a. **Recreation Concessions Agreement:** The following Agreement between Bout Thyme Kitchen and Perquimans County to handle the Concession Sales at the Perquimans County Recreation Center was unanimously approved by the Board.

**INDEPENDENT CONTRACTOR AGREEMENT**

THIS AGREEMENT is made the \_\_\_ day of \_\_\_\_\_, 20\_\_ between the **County of Perquimans** and **Bout Thyme Kitchen**, Contractor.

**RECITALS**

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

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

IT IS THEREFORE AGREED as follows:

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

**Provision, Operation, and Maintenance of Concessions Sales at the Perquimans Community Center and Athletic Fields. Provide the required concession operations, as well as required maintenance and upkeep of the facilities and grounds as related to Contractors services.**

2. Compensation. Contractor agrees to pay a percentage at the end of each playing season from sales and related revenues, Operating Table as follows: **Operating Year 2019 Monthly Percentage of 17% of gross Revenue and Operating Year 2020 Monthly Percentage of 17% of gross revenue.**

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

**Payment in the form of a check made payable to Perquimans County on or before the last day of each month.**

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

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

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

5. Term. This Agreement may be terminated by either party at any time upon 30 Days written notice to the other party. Upon the termination of this Agreement, Contractor shall prepare and provide to County a list of all pending unfinished business involving Contractor. Contracted Services under the terms of this agreement shall terminate upon completions of the Services which shall in no event exceed 12 months for completion of the Services. **Terms of the agreement be for a period of time not less than One Year, with the ability to enter into two additional years.**

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

- a. That it will receive no compensation other than as outlined in this Agreement and is not subject to nor eligible for any benefits which may be offered by County to its employees, such as vacation pay, sick leave, insurance coverage or retirement plan participation.
- b. Its Services provided in accordance with this Agreement are an independent calling or occupation.
- c. Contractor is expected to use its own skill, judgment and expertise to fulfill the obligations of this Agreement, and is not supervised, directed or controlled by County as to the means or methods it should employ.

- d. Contract is not required to perform tasks in any particular order or sequence.
- e. Contractor needs no training from County as to how to fulfill its duties and responsibilities.
- f. Contractor may determine its own daily schedule and those of its own employees or servants without prior approval of County.
- g. Contractor is not required to devote any particular percentage of its time or resources to perform the Services required hereunder.
- h. Contractor furnishes its own equipment and supplies and is expected to maintain its business office somewhere other than at the County's office.
- i. To the extent Contractor must procure or maintain any insurance, license, certification or trade membership, it must do so at its own cost.
- j. This Agreement shall not prevent Contractor from performing other services for other parties. Contractor may engage in other business endeavors or projects of any kind or nature.

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

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

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

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

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

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

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

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

If the notice is to Contractor:  
 Bout Thyme Kitchen  
 109 N. Church Street  
 Hertford, NC 27944

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

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

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

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

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

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

ATTEST:

COUNTY OF PERQUIMANS

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

By: \_\_\_\_\_ (SEAL)  
 Wallace Nelson, Chairman of the  
 Board of Commissioners  
 Bout Thyme Kitchen

By: Alvan Overton (SEAL)  
 Bout Thyme Kitchen, Alvan Overton

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

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

➤ **Memorandum of Participation – Cavanaugh MacDonald Consulting, LLC:** The audit requires that the County contract with a company to prepare our Other Post-Employment Benefits (OPEB) Valuation. Finance Officer, Tracy Mathews, recommends the approval of the following contract with Cavanaugh MacDonald Consulting, LLC that has handled it in the past few years. The Board unanimously approved the following Memorandum of Participation:

**2019 MEMORANDUM OF PARTICIPATION (MOP)  
 FOR A FULL VALUATION OF THE  
 OTHER POST-EMPLOYMENT BENEFITS (OPEB)**

ENTITY NAME: Perquimans County

UNIT'S RETIREMENT SYSTEM I.D. NUMBER(S): 97201

MAILING ADDRESS: P.O. Box 45

CITY: Hertford ZIP CODE: 27944

NAME:  Mr.  Ms. (choose one) Tracy Mathews

PHONE #: (252) 426-8484

TITLE: Finance Officer

E-MAIL ADDRESS: tracymathews@perquimanscountync.gov

On behalf of the employer noted above, we have agreed to engage Cavanaugh Macdonald Consulting, LLC to perform a GASB 74 actuarial valuation of the employer's OPEB Plan. I understand that we will be billed directly by Cavanaugh Macdonald Consulting, LLC and a copy of the actuarial report will be e-mailed to the person listed above by Cavanaugh Macdonald Consulting. I understand the fee structure is as follows:

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

Interested employers must return this 2019 Memorandum of Participation indicating their desire to participate along with all requested data as outlined on the following page. In order to complete the report in advance of your June 30, 2020 financial report, we need to receive all requested information no later than October 31, 2019.

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

Additional fees may also apply if information is not provided in the requested format and/or time is accrued answering auditor questions.

Signed this 7<sup>th</sup> day of October, 2019.

Authorized Signature

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

INFORMATION COLLECTION CHECKLIST FOR OPEB REQUEST

ENTITY NAME: Perquimans County

UNIT'S RETIREMENT SYSTEM ID. NUMBER(S): 97201

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

- I. Indicate the work being requested through this agreement (choose one):
  - June 30, 2019 OPEB valuation report, which will provide information for June 30, 2020 disclosure.
  - Provide additional information related to a split of the liabilities, OPEB expense or proportionate share amounts for the component units. Additional fees will apply based on our hourly rates.
- II. Check the boxes below to indicate which items are included in this submission. If multiple submissions are needed because some of the information is not immediately available, please provide an updated checklist with each submission.

■ Executed 2019 Memorandum of Participation (MOP)

Details regarding the required items listed below can be found in the "Memorandum and Explanation of Items Requested" document.

- (1a) Active Data as of June 30, 2019 (including SSN for each record or NCLGERS Person ID for each record) in an encrypted/protected Excel file. Note that the NCLGERS data file will be used to supplement the information you provide.
- (1b) Retiree Data as of June 30, 2019 (including SSN for each record or NCLGERS Person ID for each record) in an encrypted/protected Excel file.
- (2) Have the plan provisions changed since the prior valuation?  Yes  No (choose one) If yes or if Cavanaugh Macdonald did not prepare your prior OPEB report, please provide the new plan provision information detailing the new OPEB benefit eligibility conditions.
- (3) Medical coverage summaries (co-pays, deductibles, etc.) for the most recent 2 years
- (4) Premium rates and the effective dates for the most recent 2 years for each benefit, coverage tier and group
- (5) Please refer to item 5 in the "Memorandum and Explanation of Items Requested" document for an explanation of fully-insured and self-insured benefits. Check the appropriate boxes below for your plan.
 

For Pre-Medicare:  Fully Insured  Self-Insured  Other, please explain: \_\_\_\_\_

For Medicare:  Fully Insured  Self-Insured  Other, please explain: \_\_\_\_\_
- (6) Plans with self-insured benefits must provide claims experience, enrollment counts by coverage tier, administrative fees and other fixed fee information. We provide a template for your use in collecting the claims experience information as an attachment in the data request email. Email us at NCOPEB@CavMacConsulting.com if you need another copy. If the template is not fully completed, additional information may be requested and delays may occur. Also provide a copy of the most recent Administrative Service Only (ASO) funding rates for each plan option.
- (7a) Claims and/or premiums paid for the measurement period ending June 30, 2019. We provided a template for your use in collecting the claims experience information as an attachment in the data request email. Email us at NCOPEB@CavMacConsulting.com if you need another copy. If the template is not fully completed, additional information may be requested and delays may occur.
  - Does the Employer have assets in a qualified GASB OPEB funding vehicle (i.e., a Trust or Trust like arrangement for the sole purpose of providing OPEB benefits for retirees that cannot be used to pay active health care costs or any other benefits) as of June 30, 2019?  Yes  No (choose one)
  - If there were no OPEB assets as of June 30, 2019, does the Employer plan to establish OPEB assets in a qualified GASB OPEB funding vehicle by June 30, 2020?  Yes  No  N/A (choose one)
- (7b) The calculation of OPEB Expense includes the "Administrative Sot" for the year. The Administrative Cost reported for this item, if you choose to report any, should be those costs not associated with the direct payment of benefits and not paid from OPEB Trust. Administrative Costs may include professional fees (trust fees, audit fees, actuarial fees, etc.), as well as, the cost of benefits and salaries associated with the administration of the OPEB plan. Note that expenses booked elsewhere or paid from an OPEB trust should not be included below (to avoid double counting of such expenses). What amount should be included in the OPEB expense?
 

\$ 0.00 (enter \$0 or the amount we should use – do not leave blank)

Yes  No (choose one) Does the Employer have assets in a qualified GASB OPEB funding vehicle?
- (8a) Provide a copy of the most recent actuarial report for the OPEB plan if it is not prepared by Cavanaugh Macdonald Consulting.
- (8b) Provide most recent Annual Financial Report (CAFR) providing OPEB disclosure information.
- (8c) Provide the name, phone number and email address of the person to contact should any questions arise regarding the data submitted.

Name: Tracy Mathews

Phone: (252) 426-8484

E-Mail: tracymathews@perquimanscountync.gov

**INTRODUCTION OF NEW EMPLOYEES**

The following employees were introduced to the Board:

- **Susan Chaney:** Ms. Chaney, Social Services Director, was unable to be present tonight so she will introduce her three (3) new employees in November.
- **Jacqueline Frierson:** Ms. Frierson, Register of Deeds, introduced Kristen Sutton, Deputy Register of Deeds, who was appointed effective September 1, 2019. Ms. Sutton made a few comments.

Chairman Nelson welcomed her to Perquimans County.

**JARED TARDIFF, NC FORESTRY SERVICES**

Mr. Tardiff, County Ranger, presented the following FY 2018-19 Annual Report for NC Forest Services:



**Steven W. Troxler**  
Commissioner

**North Carolina Department of Agriculture  
and Consumer Services**  
*N.C. Forest Service*



**Scott Bisette**  
Assistant Commissioner

August 28<sup>th</sup>, 2019

Dear Perquimans County Commissioners and County Manager Heath:

This letter highlights the North Carolina Forest Service's annual accomplishments in Perquimans County for fiscal year 2018-2019. We met citizens' needs in all program areas and protected our community during a drought period that saw high numbers of fires across the coastal region of the state.

**Fire Control**

A relatively wet spring and fall kept fires at bay for most of the year, but a severe spring drought kept us busy through the end of the fiscal year. The total number of fires reported and wildfires requiring suppression was below average.

The NC Forest Service responded to 34 fire calls in FY18-19. Seventeen of these were reportable wildfires, burning 37 acres. A field fire that burned into the woods on Great Hope Church Road accounted for 30 of the 37 acres burned. These wildfires did not damage or destroy any structures.

The Volunteer Fire Departments continue to be a tremendous asset in wildfire suppression. Their quick initial attacks minimize fire damage and keep fires small.

**Forest Management**

FY18-19 was a good year for forest management in Perquimans County. We prepared 11 management plans covering 217 acres. These plans help landowners meet financial and personal objectives for their timberland. Typical plans address timber resources, wildlife, aesthetics, water quality, soil protection, and/or recreation opportunities.

Using information in their management plans, Perquimans landowners replanted 160 acres of harvested woodland.

**Water Quality Protection**

The NCFS is committed to recommending and practicing environmentally responsible forestry operations. All forestry activities must adhere to Forest Practice Guidelines and Best Management Practices. These laws and regulations protect water quality and enable us to utilize forest resources in a sustainable manner. This past fiscal year we conducted inspections on 15 forest harvesting activities, and found zero violations.

**Information and Education**

Informational and educational programs are a vital and popular part of our work here in Perquimans. Each year, the NC Forest Service conducts educational programs on the environment, fire safety, fire prevention, tree identification, and forest stewardship. These programs are given to a broad audience, including school children, Ruritans, Future Farmers of America, 4-H groups, and others. Smokey the Bear programs continue to be very popular in the schools. In 2018-2019, we conducted 14 educational programs in the county.

1616 Mail Service Center, Raleigh, North Carolina 27699-1616  
Phone: (919) 857-4801 • FAX: (919) 857-4802 • [www.ncforests-service.gov](http://www.ncforests-service.gov)  
An Equal Opportunity Employer

**Urban Assistance and Pest Control**

In FY18-19, we investigated 4 potential pest outbreaks on shade trees, yard trees, and windbreaks. Urban assistance will continue to be a priority as the population increases and more land is developed.

In an effort to protect urban and forested areas, each year we conduct aerial and ground surveys for forest pest outbreaks. We did not find any significant insect activity this past year. We continually work with cooperative agencies, including the NC Department of Agriculture, to monitor forest pest movements.

**Conclusion**

The NC Forest Service had a very successful 2018-2019 here in Perquimans. We provided all Perquimans landowners with expert wildfire control, forest management, water quality protection, information and education, urban assistance, and pest control. We achieved this success with support and cooperation from the Volunteer Fire Departments and many other county agencies. The NC Forest Service will continue to provide the best service possible to all of Perquimans County.

If you have questions, need assistance, or would like to discuss our program in more depth, feel free to contact me at 426-5551 (daytime business) or 337-4352 (nighttime home).

Thank you,

Jared Tardiff

Perquimans County Ranger

**COMMISSIONER'S CONCERNS/COMMITTEE REPORTS**

There were no commissioner's concern/committee reports.

## UPDATES FROM COUNTY MANAGER

County Manager Heath presented the following updates:

- **2020 Census:** Mr. Heath reported that the Board previously approved the 2020 Census Participation Resolution under Consent Agenda. On October 10, 2019, the Census Complete County Committee met to have training and to set up the Committee. Mr. Heath will be the Chairman of the Committee.
- **Planning Board Meeting:** Mr. Heath reported that the October meeting of the Planning Board will be tomorrow night and they will be discussing Phase II of the Albemarle Plantation PUD for action at the Board of Commissioners' November meeting.
- **First Responders & Social Services Department:** Mr. Heath thanked the first responders and the Social Services employees for their efforts during Hurricane Dorian.
- **Industrial Marine Park Basin:** Mr. Heath reported that the County had received a two-year extension on their permit for the Industrial Marine Park Basin.

## LARGE SCALE PRIVATE EVENTS POLICY

Chairman Nelson recognized Jonathan Nixon, Emergency Services Director, who presented the final draft of the Large Scale Private Events Policy. Mr. Nixon explained that this will be a policy and not an ordinance so that is why there was no public hearing held. He opened it up for questions from the Board. The following questions were asked:

- **Alan Lennon:** Commissioner Lennon asked about the number 750. He wanted to know how they determined that number. Mr. Nixon said that they reviewed several other surrounding county policies. He further asked if the tents and canopies were going to use hanging weights. Mr. Nixon said that they would
- **Kyle Jones:** Commissioner Jones asked if this was going to be just a policy or an ordinance. Mr. Nixon said that it will be just a policy at this moment. County Attorney High stated that, if we run into any problems enforcing this policy, the County may need to put more teeth in it and adopt an ordinance. This, he did not think it was necessary. This is a good beginning.

On motion made by T. Kyle Jones, seconded by Charles Woodard, the following Large Scale Private Events policy was adopted:

### **PERQUIMANS COUNTY SPECIAL EVENTS POLICY**

Perquimans County recognizes the value of Special Events to the quality of life of the residents of the County. Special Events promote the County, build a sense of community, provide economic benefits to businesses and the County, community pride and provide affordable entertainment to the citizens of the County. The County is committed to working with event organizers to help them produce a successful and safe event which has minimal impact on the environment, surrounding neighborhoods, residents and businesses.

#### **Purpose**

This policy sets forth the requirements, duties and general responsibilities for Special Events which are held in the County.

For the purpose of this policy, a Special Event is defined as a non-routine activity within the County that brings together a crowd in excess of 750 people and that will significantly impact the surrounding community and that involves the increased use of County services and staff. Examples of a Special Event include but are not limited to: concerts, festivals, carnivals, marches, demonstrations, parades, walks, block/street parties and sport tournaments.

#### **Event Classification & Costs**

##### County-Sponsored/Operated Special Events

Events that are created, planned, and implemented by the County, its Departments or Agencies. Funding for County sponsored events is reviewed annually during the budget process. Permit fees are to be waived for events falling within this category.

##### County Co-Sponsored Special Events

Events that are created, planned, and implemented by non-County groups, individuals, organizations, associations or agencies. Support for the co-sponsored events may include in-kind services from County staff based on regular staff hours, waiver of some permit fees, and/or financial support limited to funds approved in County's annual budget. Cost recovery expenses are to be paid to County and may include staff overtime, supplies, materials, and other direct expenses.

##### Non-County Sponsored Special Events

Events that are created, planned, and implemented by non-County groups, individuals, organizations, associations or agencies. The County does not provide financial support for these events and expects to be reimbursed for all costs associated with the activity; including but not limited to overtime expenses, supplies, materials, and permit fees. In the case of Non-Profit Events, the County may, upon approval by the County Manager, assist with the operation by providing services from County staff. Event organizers of a Non-Profit Special Event must submit a current IRS 501(c)(3) certification and shall reimburse the County for 100% of costs in excess of the support level authorized.

#### **Parades & Walks**

Parades & Walks exceeding an expected crowd of 750 people require a permit from the County Manager and must be filed at least forty-five (45) days before the date on which the proposed parade or walk is to take place.

#### **Application Procedures**

Applications for Special Events are available from the County Manager's office. Applications shall be submitted to the County Manager's Office no later than forty-five (45) days prior to the scheduled date of the event and may be submitted as early as one year before the event.

The County may waive the forty-five (45) day rule only in extreme cases for events that may require an immediate decision due to the circumstances of the event. The applicant shall comply with all applicable County ordinances, codes, conditions, and requirements.

Applicants are responsible for obtaining all permits, privilege (business) licenses, authorizations and/or exemptions required by other agencies within jurisdiction for any element of the event.

#### **Responsibility for Costs**

Applicant shall be responsible for the cost of all services required in coordinating and putting on the special event unless it is agreed that the County may sponsor all or a portion of the event.

A lead event organizer must be in charge of the Special Event, and this person must be accessible to County Staff/Law Enforcement. This person will be responsible for the operation of the event, including supervision of all vendors and activities, crowd control, and payment of all fees associated with the event. The lead event organizer shall be on site throughout the entire event duration, including set-up and take-down. If an alternate lead event organizer is to be used, he or she shall be identified at the time of application.

#### **Requirements & Conditions**

##### Times of Events

The County shall determine the allowed time of the event as may be appropriate for the event and the surrounding neighborhood.

##### Portable Restroom.

It is the responsibility of the event organizer to provide adequate on-site restrooms to meet the specific needs of their event. The required number and location of restrooms for any event shall be determined by the County. However, and unless there are public facilities available that satisfy the anticipated demand, all Special Events having attendance of 250 persons or more with a duration exceeding 4 hours shall provide a quantity of two (2) toilets for every 250 people — one male, one female. At least two (2) of these facilities shall be ADA accessible. For every additional 250 persons, one additional unisex restroom facility shall be provided. Restroom maintenance is the responsibility of the event organizers and the facilities shall be removed within 24 hours after the conclusion of the event. Rental fees are the sole responsibility of the Applicant.

##### Special Structures

Any temporary and/or special structures such as fences, platforms, electrical structures, etc. shall comply with all appropriate codes and be County inspected for final approval and shall be removed within 48 hours after the conclusion of the event.

##### Sound Amplification

Amplification of music and sound as part of an outdoor special event is regulated in compliance with the County's Noise Ordinance. An "Amplified Noise Permit" is not required to amplify sound for a Special Event; however neither does the Special Event Permit serve as authorization for disregard of the noise ordinance. The noise ordinance does grant reasonable exceptions for noise emanating from activities under a County noise permit, to include noise from fireworks. Any complaints of loud, disturbing, or unnecessary noise may result in the immediate revocation of the Special Event Permit by the County's Sheriff Department.

Events that may produce or cause to be produced sounds in excess of limits set forth in the County's Noise Ordinance need to apply for A "Permit to Exceed" the maximum sound levels. This application shall be submitted to the County Sheriff or his/her designee at least 45 days prior to the scheduled event.

#### Pyrotechnics

N.C.G.S. 58-82A-1 requires anyone discharging/operating pyrotechnics or proximate explosives to attend a training course and earn a pyrotechnics operator license before conducting a pyrotechnics display in North Carolina. Pyrotechnics requests are handled as an independent process in the State of North Carolina. There are limited locations within the County that can safely be used to launch pyrotechnics. By N.C.G.S. 14-413, a Pyrotechnics Permit and County approval is required not less than thirty (30) days prior to the date of the proposed pyrotechnic display. Once a complete application is received the Fire Marshal will process the pyrotechnics-related requirements, including a pre-show set up and a walk-through inspection before the approval and issuance of the permit is made.

#### Tents/canopies

No tents and/or canopies shall be staked.

All tents and/or canopies shall be secured or weighted down at all corners.

No tent and/or canopy shall be erected within fifteen (15) feet of a fire hydrant, or obstruct any building exit or doorway.

Tents and/or canopies may not entirely block streets, highways and roads. A minimum of 14 feet clearance width and 13.5 feet overhead height for fire vehicle access must be maintained on all streets, highways and roads.

Tents over cooking and/or open flames shall be required to have an attached label indicating flame resistance in accordance with an approved testing agency and in accordance with North Carolina State Building and Fire Codes.

There are additional requirements for tents and/or canopies depending on size and use. Tents and/or canopies 700 square feet or less, or when the aggregate total of multiple tents and/or canopies side by side do not exceed 700 square feet without a fire break of twelve feet, are exempt from being certified as flame retardant if all the following are met:

- No enclosing side walls are present.
- No cooking or open flames.
- A minimum of twelve feet clearance is present from other structures or tents.

At least one UL rated 2A, 10B or 10C extinguisher shall be provided for all tents exceeding 500 square feet or any size tent where there is cooking with open flames. When cooking areas include deep fryers, one (1) Class K portable fire extinguisher shall be provided for every four (4) fryers. Additional extinguishers may be required after the inspection. All required fire extinguishers shall bear a tag by a certified company verifying that the fire extinguisher has been inspected within the last 12 months.

LP Gas use shall be restricted to cylinders no larger than 125 gallons water capacity (100 pounds of gas). Cylinders shall be adequately secured to prevent over turning. Cylinders may not be secured to items such as fire hydrants, temporary electric poles or barricades. Cylinders may be secured to the grill, a tent post, a table placed in a container with a flat bottom such as a plastic carton or permanent electric pole.

#### General Conditions

All listed requirement end conditions shall comply with the most current North Carolina State Building and Fire Codes.

### **County Support Services**

#### Extraordinary Services

"Extraordinary Services" means necessary services provided by the County which specifically result from the Special Event. Extraordinary services result in measurable financial costs which are above and beyond the normal levels of public health and safety services on a nonevent day (i.e. those services requiring County employees to be specifically assigned to tasks in support of the Special Event and/or those services resulting in overtime pay or similar costs — such as law enforcement protection, traffic control, fire monitoring, dedicated paramedic service, fire marshal, emergency management, parks/ recreation services, and other services necessary to ensure the protection of participants and citizens, the proper functioning of County services, and the proper administration of County ordinances and this policy).

The County reserves the right to determine necessary staff requirements. Support of County staff beyond their normal daily routines may be obtained by noting a request for assistance on application. Any special requests must be approved by the County Manager. Fees shall be reimbursed in accordance with policies established by the County Manager. If there is no request noted, the event organizer will be responsible for obtaining necessary and qualified staff, as approved by the County Manager, to ensure proper event management and public safety.

#### Trash & Clean Up

Event organizers are responsible for leaving all permitted space in the same condition in which they were found. Event organizers will be responsible to clean-up the site, including all signage, tape, banners, string, rope, ribbon etc., and may be billed for any additional special maintenance services required for the event.

In the case of events co-sponsored by the County, all trash should be bagged, secured and placed in the pre-determined location for pickup. Additional trash/recycling barrels should be emptied and stacked in the area they were delivered.

The event organizer is responsible for arranging for the proper disposal of gray water, cooking fat, oil, grease, tar paper, food service matting and other similar waste as directed by County staff

#### Public Safety

A Multi-Disciplinary Planning Team and written Incident Action Plan and Management Team shall be required for events during which the anticipated attendance is projected to exceed 750 patrons or more.

While planning an event, it is important to consider every possible risk and hazard that may occur. To ensure that large-scale events are carried out safely, securely, and efficiently, a number of agencies and organizations must collaborate to perform a variety of functions. A Multi-Disciplinary Planning Team should be composed of the event organizers and any agency that holds a functional stake in the event. At a minimum the team shall include:

- Perquimans County Sheriff's Office
- Any Fire Department having jurisdiction over the special event
- Perquimans County Emergency Services (911 Communications, Emergency Medical Services, Fire Marshal, Emergency Management).
- Tourism Director.

### **INSURANCE**

#### Insurance and Liability

The Event Organizer must furnish the County fully paid Certificate of Insurance procured from a company licensed to conduct business in North Carolina, no later than fifteen (15) days prior to the event. The County reserves the right to change the limits of insurance. The County Manager will make the final determination that the required insurance limits are met.

The items below must appear on the Certificate of Insurance and must name the County as Additional Insured, if requested by the County:

General Liability Insurance - The General Liability Policy must be provided as specified in the Risk Manager's event assessment.

Automobile Liability Insurance - Automobile Liability Insurance providing coverage on a per occurrence basis will be required in the amount of the General Liability requirement if automobiles are used as part of the event.

Product Liability Insurance - Product Liability Insurance will be required if there is food sales or consumption at the event. Each vendor (an entity in the business of making profit/safety sensitive contractors) must provide proof of a minimum of \$1,000,000 Products Liability Insurance.

Worker's Compensation Insurance - Worker's Compensation Insurance will be required and afford protection to, any County off duty employees hired by the event holder/sponsor to work the event.

Liquor Liability Insurance - Liquor Liability Insurance with a minimum limit of \$1,000,000 will be required if there is the sale or consumption of alcoholic beverages at the event.

A Hold Harmless Agreement and/or Indemnification Agreement must be signed and attached to the application in the form attached hereto.

#### Event Cancellation

Regardless of whether or not permits have been issued, the County Manager may cancel a Special Event without prior notice for any significant change in conditions which would or may adversely affect the public health or safety of the community, or for any condition that would place County facilities, grounds, or other natural resources at risk of damage or destruction if the event were permitted to take place.

The County Manager, or his/her designee, has the authority to cancel or stop an event if the conditions required for approval, including insurance coverage, of the event are not being met. In addition, the County Manager and County public safety officials have the authority to cancel or stop an event, or place



additional restriction on the event, if it is deemed that public health safety or welfare is being jeopardized and/or would be better served with additional restrictions.

In case of public emergency or other event (e.g. natural disaster, or any other emergency deemed by the designated County authority) or required property repairs, a Special Event may be cancelled or rescheduled by the County Manager or his/her designee.

The County reserves the right to waive, modify, and/or amend said Policies at the County's discretion by formal written action of the County Manager or the County Board of Commissioners.

**Lightning/Inclement Weather Consideration**

Lightning may be the most frequently encountered severe-storm hazard endangering physically active people each year. A proactive approach to lightning safety is recommended, including the implementation of a lightning-safety plan that includes the following:

- Identifying safe locations for shelter from the lightning hazard - A substantial building with plumbing and wiring is preferred
- Avoid trees and open fields
- Careful monitoring of local weather forecasts
- When thunder is heard or lightning seen or is within 10 miles away according to reliable weather devices, websites, or apps, activities should be suspended.
- Waiting 30 minutes or longer after the last flash of lightning or sound of thunder is recommended before activities are resumed.
- Decide prior to the event who will make the official call to suspend activities.
- Designating a weather watcher, actively looking for signs of threatening weather.

**Effective Date:**

This policy shall be effective October 1, 2019.

Adopted this 7<sup>th</sup> day of October, 2019.

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

ATTEST:

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

SEAL

**SCHOOL LOTTERY APPLICATION**

Chairman Nelson recognized Tanya Turner, School Superintendent, to present their request for \$105,000 Lottery Funds. Ms. Turner began explaining information that was presented in a document that was forwarded to the Commissioners. Once we realized that the document was not included in their packet, she apologized for them not having the document (it was determined later that Mary Hunnicutt, Clerk to the Board, did not print out all the pages that were sent to her by Mary Peele) and County Manager Heath allowed the following documents to be shared amongst the Board members:

Perquimans County Schools 2019-2020 Capital Outlay Budget		
Budget Description	Proposed Budget 2019-2020	Explanation
<b>CATEGORY I - LAND &amp; BUILDINGS</b>		
Tuck and Point building G	\$31,000	Conduct tuck and point on exterior of building (safety)
DDC Controls for HVAC	\$210,000	Phase 1 of 2 DDC control upgrades current system outdated
Kitchen equipment replacement Phase 1 of 4	\$10,000	Replace aged equipment
Replace insulation on chill water line HGS	\$14,000	Need to replace bad insulation on chill water line
Renovate Building C/Auditorium	\$50,000	Start the renovation of building C/Auditorium
Ramp for graduation	\$7,500	Fabricate connections and mounts for the ramp used at graduation (safety)
Asbestos removal HGS	\$110,000	Phase 1 of 2 for removal of last 2 areas with asbestos tiling
Roof repairs Maintenance building	\$20,000	Roof leaks in the maintenance building
Install heater in Transportation	\$11,000	Install heater due to no heat in 2 work bays
Engineering Fees	\$10,000	
Subtotal	\$473,500	
<b>CATEGORY II - FURNITURE &amp; EQUIPMENT</b>		
Bleacher System PCMS	\$30,000.00	Replace aged and damaged bleacher system (safety)
Replace aged risers PCS	\$10,000	Replace the aged risers (safety)
Subtotal	\$40,000	
<b>CATEGORY III - VEHICLES</b>		
Vehicle Replacement	\$40,000	Replace 1 maintenance truck and 1 central office car
Fire Truck (6 year lease)	\$7,000	3rd of 6 Lease Payments
Paint Activity Bus	\$8,500	2004 Activity bus
Activity Bus Replacement 30 Passenger (5 year lease)	\$35,000	Replace 1997 mini activity bus with over 120,000 miles
Activity Bus Replacement 72 Passenger	\$90,500	Replace 2000 activity bus with over 126,000 miles
Subtotal	\$90,500	
<b>SUB-TOTAL</b>	<b>\$604,000</b>	
1-to-1 Technology Initiative	\$160,000	Sustainability Plan for 1:1 Grant
<b>GRAND TOTAL</b>	<b>\$764,000</b>	

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WAS INTENTIONALLY LEFT  
BLANK.**

Capital Outlay Activity since July 1, 2019							Income Rcvd/ Exp Paid
Date	Name			Open PO's			
Expected Revenue for Capital Outlay budgeted to be received for FY 2019-2020:							
4 3250 000 000 000 00	SALES TAX REFUND					(\$7,996.36)	
4 4110 000 000 000 00	COUNTY APPROPRIATION					(\$200,000.00)	
4 4140 077 000 000 00	1/2% SALES TAX (30%) 83					(\$250,000.00)	
	DONATION FOR ELECTRICITY TO FIELDHOUSE					(\$1,800.00)	
	ANTICIPATED INSURANCE PROCEEDS					(\$7,374.49)	
4 4910 000 000 000 00	APPROPRIATED C.O. FUND BALANCE					(\$12,340.96)	
TOTAL EXPECTED CAPITAL OUTLAY REVENUE						(\$479,511.81)	(\$479,511.81)
Capital Outlay (Athletic Complex):							
4 5501 802 521 316 000 00	2019-09-10 BROWN'S LANDSCAPING	Electrical work for field house		\$1,800.00			
4 5501 802 521 316 000 00	2019-09-06 CAPITAL ELECTRIC	Supplies for Electric Run to Scoreboard			\$1,022.62		
4 5501 802 521 316 000 00	2019-08-28 CARVA-SIGN	Aluminum Double-sided sign			\$848.66		
4 5501 802 521 316 000 00	2019-08-12 EURE & SONS CONSTRUCTION CO	Build block & brick sign mount for sign			\$6,825.00		
4 5501 802 521 316 000 00	2019-07-30 BROWN'S LAND DEVELOPING, INC.	Equipment & Labor install Scoreboard & Time Clock			\$3,600.00		
4 5501 802 521 316 000 00	2019-07-30 BROWN'S LAND DEVELOPING, INC.	Move 3 sets of bleachers			\$1,000.00		
4 5501 802 521 316 000 00	2019-07-30 BROWN'S LAND DEVELOPING, INC.	Installation of two Goal Post at PCHS			\$2,750.00		
						\$1,800.00	\$16,846.28
							\$16,846.28
Capital Outlay (Other):							
4 9126 801 541 316 000 00	2019-09-13 B&M CONTRACTORS INC.	Emergency HVAC pumps PCHS/Auditorium			\$29,999.00		
4 9115 801 523 304 000 00	2019-09-10 DAMUTH	Central School HVAC Jace Replacement		\$12,231.27			
4 5110 801 381 000 000 00	2019-08-28 VAR Resources LLC	ChromeBook Lease Payments			\$13,138.12		
4 9111 801 529 316 000 00	2019-08-16 PRO WINDOW, INC.	(Tuck & Point) Repair mortar & Brick Bld G			\$27,805.00		
4 9114 801 523 304 000 01	2019-08-16 B&M CONTRACTORS INC.	PCS Replacement of HP17			\$9,045.00		
4 5110 801 381 000 000 00	2019-08-08 VAR Resources LLC	ChromeBook Lease Payments			\$13,138.12		
4 5110 801 381 000 000 00	2019-07-22 VAR Resources LLC	ChromeBook Lease Payments		\$131,381.17			
4 9114 801 523 316 000 00	2019-07-02 DAMUTH	Replace failed VFD condenser fan on Circuit 1, 2		\$14,934.00			
						\$158,546.44	\$93,125.24
							\$251,671.88
Approx. balance remaining at 9/30/19							\$209,193.85
DDC Control Upgrade (50%)							\$ (105,000.00)
Balance available for remainder of FY 2020							\$104,193.85

C:\Users\frube\FY 2020\Capital Outlay\Captial Outlay Expenses paid through September 23, 2019 for commissioners meeting (Sept 30 2019)

After reviewing the above documents, Ms. Turner explained that the Board of Education is asking for \$105,000 in lottery funds to handle some of the projects that they included in their Capital Outlay FY 2019-20. She asked if any of the Board members had any questions. The following questions were asked:

- **Kyle Jones:** Commissioner Jones stated that, even though he had not approved other earlier requests, he will approve this one.
- **Wallace Nelson:** Chairman Nelson stated that, since Ms. Turner has been Superintendent, they have been very transparent and recommends that the Board of Education and the Board of Commissioners take time to tour all the schools to witness for themselves the items that need to be repaired/replaced. Ms. Turner said that she would be happy to arrange that.
- **Frank Heath:** County Manager Heath informed the Board that the Lottery Fund balance is \$232,000 and that, after this \$105,000, the balance would be \$127,000.

There being no further questions from the Board, T. Kyle Jones made a motion to approve their application for \$105,000 Lottery Funds to upgrade DDC controls (Direct Digital Control System). The motion was seconded by Fondella A. Leigh. The following Lottery Application was unanimously approved by the Board:

**APPLICATION  
PUBLIC SCHOOL BUILDING CAPITAL FUND  
NORTH CAROLINA EDUCATION LOTTERY**

Approved: \_\_\_\_\_

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

County: PERQUIMANS  
LEA: 720 Perquimans County  
Address: P.O. Box 337 Hertford, NC 27944

Contact Person: James Davison  
Title: Director of Maintenance  
Phone: (252) 426-2511

Project Title: HVAC DDC Control Upgrades Phase I  
Location: Perquimans County High School, Perquimans Central School and Central Office  
Type of Facility: Educational

North Carolina General Statutes, Chapter 18C, provides that a portion of the proceeds of the North Carolina State Lottery Fund be transferred to the Public School Building Capital Fund in accordance with G.S. 115C-564.2. Further, G.S. 115C-546.2 (d) has been amended to include the following:

- (3) No county shall have to provide matching funds. . .
- (4) A county may use monies in this Fund to pay for school construction projects in local school administrative units and to retire indebtedness incurred for school construction projects.
- (5) A county may not use monies in this Fund to pay for school technology needs.

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. *Applications must be submitted within one year following the date of final payment to the Contractor or Vendor.*

Short Description of Construction Project: Upgrading DDC controls (Direct Digital Control System)

Estimated Costs:

Purchase of Land	_____	\$	_____
Planning and Design Services	_____		_____
New Construction	_____		210,000.00
Additions / Renovations	_____		_____
Repair	_____		_____
Debt Service / Bond Payment	_____		_____
TOTAL	_____	\$	210,000.00

Estimated Project Beginning Date: 11/1/2019

Est. Project Completion Date: 05/01/2020

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of \$ 105,000.00 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115-C-546.

(Signature – Chair, County Commissioners)	10/07/2019 (Date)
Anne White	09/23/2019
(Signature – Chair, Board of Education)	(Date)

**NCDOT DISASTER RELATED DEBRIS REMOVAL AGREEMENT ID #8943**

County Manager Heath presented the Disaster Related Debris Removal Agreement ID #8943 with North Carolina Department of Transportation (NCDOT). He explained that this is the renewal of the existing agreement and recommends approval. On motion made by Alan Lennon, seconded by Charles Woodard, the Disaster Related Debris Removal Agreement ID #8943 with NCDOT was unanimously approved by the Board.

**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 items on GovDeals. The highest bid on the items are as follows:

BUYER	ITEM	DATE SURPLUSED	START BID	SOLD AMOUNT
Wendy Leonard	4 sets of Brown & Green Wooden Bleachers	9/3/19	\$50	\$400.00
Johnny Nichols	2008 Ford Explorer, VIN #8600	3/4/19	\$500	\$1,001.00

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

**SALARY STUDY AGREEMENT WITH THE MAPS GROUP**

County Manager Heath explained that, during the Budget Work Sessions, the Board discussed and approved doing a Salary Study for this fiscal year. He presented the Agreement with the Maps Group and recommended it for approval. On motion made by Fondella A. Leigh, seconded by Charles Woodard, the Board unanimously approved the Agreement with the Maps Group at a cost of \$15,800.

**BOARD APPOINTMENTS**

County Manager Heath explained that we have the following vacancies on our Boards/Committees:

1. **Local Library Board:** Last month, Peter LeRoy and Lula Eason resigned from the Local Library Board. Michele Lawrence, Librarian, recommends the appointment of Guy Simmons and Cynthia Stallings to replace them on the Local Library Board for a four-year term effective October 1, 2019. On motion made by T. Kyle Jones, seconded by Joseph W. Hoffler, the Board unanimously approved the appointment of Guy Simmons and Cynthia Stallings to the Local Library Board for a four-year term.
2. **Community Advisory Committee Vacancies:** Earlier in tonight’s meeting, Delphine Madre and Gloria Cartwright wished not to be reappointed on October 1, 2019. Therefore, we have two vacancies on this Committee. Usually this committee is difficult to replace their members. It was the consensus of the Board to advertise again for individuals to this Committee. Ms. Hunnicutt will place ad in paper and on the County website and Facebook page.

**RESOLUTION REQUESTING ACTION ON ALS IN PERQUIMANS COUNTY**

County Manager Heath explained that, last month, Tommy Harrell presented information on the number of cases of ALS in Perquimans County compared to the national average and requested that the Board consider adopting a resolution to encourage the NC Division of Public Health and NC Department of Environmental Quality to research this problem. On motion made by Alan Lennon, seconded by T. Kyle Jones, the Board unanimously approved the following Resolution:

**RESOLUTION REQUESTING ACTION ON ALS IN PERQUIMANS COUNTY**

**WHEREAS**, as of August 26, 2019, Perquimans County had four living people diagnosed with ALS; and

**WHEREAS**, as of August 27<sup>th</sup>, that number became three with the death of Billy Williams, who did much to benefit Perquimans County; and

**WHEREAS**, the national incidence of ALS is 2-4 per 100,000 people, and Perquimans’ rate of ALS is much higher than the national average do to our population being about 13,500 people; and

**WHEREAS**, the attached map shows the high concentration of ALS in Perquimans County, specifically in the Bear Swamp area; and

**WHEREAS**, there exists research that there could be a link between ALS and algal blooms which contain cyanobacteria, and that such algal blooms are common in Perquimans County;

**NOW THEREFORE BE IT RESOLVED**, that the Perquimans County Board of Commissioners requests that the North Carolina Division of Public Health and the North Carolina Department of Environmental Quality examine the case of Perquimans County, and investigate as to why the incidence of ALS is so high in our County. Perquimans County also requests that the State of North Carolina commit funds to support this effort for the benefit of the citizens of Perquimans County and the Albemarle region.

**BE IT FURTHER KNOWN AND RESOLVED**, that the Perquimans County Commissioners voted \_\_\_\_\_ in support of the above information with further action being taken by the North Carolina Division of Public Health and the North Carolina Department of Environmental Quality to resolve this concern.

**ADOPTED** this 7<sup>th</sup> day of October, 2019.

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

Attest:

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

**PUBLIC COMMENTS**

- The following public comment was made:
- **Olga Simpson:** Ms. Simpson reviewed her situation regarding the Single Family Rehab Grant Program and asked the Board for an update on the situation. Chairman Nelson referred her question to the County Attorney. County Attorney High stated that he was awaiting information from the Department of Insurance and that he would follow up with them and send Ms. Simpson a letter.

ADJOURNMENT

There being no further comments or business to discuss, the Regular Meeting was adjourned at 8:02 p.m. on motion made by Fondella A. Leigh, seconded by Charles Woodard.

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

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Clerk to the Board

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