

Wallace E. Nelson, Chairman

Deputy Clerk to the Board

WORK SESSION

May 17, 2021
7:00 p.m.

The Perquimans County Board of Commissioners Work Session on May 17, 2021 was cancelled.

REGULAR MEETING

June 7, 2021
7:00 p.m.

Special Notice for tonight's meeting: *The Perquimans County Board of Commissioners' **REGULAR MEETING** will be held on Monday, June 7, 2021, at 7:00 p.m. in the Meeting Room of the Perquimans County Library located at 514 S. Church Street, Hertford, NC 27944. Because this is considered an essential meeting, the public will be able to attend but social distancing will be required. In addition, public comments will be made in person or in writing, which need to be provided to the Clerk to the Board prior to 5:00 p.m. on Monday, June 7, 2021. You may deliver them to her via fax [(252) 426-4034] or e-mail at mhunnicutt@perquimanscountync.gov. If you have any questions, please contact the County Manager's Office at (252) 426-8484.*

The Perquimans County Board of Commissioners met in a regular meeting on Monday, June 7, 2021 at 7:00 p.m. in the Meeting Room of the Perquimans County Library located at 514 S. Church Street, Hertford, NC 27944. The meeting was moved from Commissioners Room located on the first floor of the Perquimans County Courthouse Annex.

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|------------------|--|---|
| MEMBERS PRESENT: | Wallace E. Nelson, Chairman
Joseph W. Hoffer
Alan Lennon | Fondella A. Leigh, Vice Chair
T. Kyle Jones
Charles Woodard |
| MEMBERS ABSENT: | None | |
| OTHERS PRESENT: | Frank Heath, County Manager
Hackney High, County Attorney | Mary Hunnicutt, Clerk to the Board |

The meeting was called to order by Chairman Nelson. Commissioner Lennon gave the invocation and the Chairman led the Pledge of Allegiance.

AGENDA

Chairman Nelson stated that a copy of the amended Agenda was at their seats tonight. Fondella A. Leigh made a motion to approve the Agenda, as amended. The motion was seconded by Joseph W. Hoffer and unanimously approved by the Board.

CONSENT AGENDA

Chairman Nelson asked if there were any items that the Board wished to remove from the Consent Agenda to discuss. Commissioner Jones stated that the only reason that he was voting no on the Consent Agenda was Item G.1. He did not want to remove it and discuss it but he would be voting no on the Consent Agenda. There being no further comments, Joseph W. Hoffer made a motion to approve the following items which were considered to be routine. Charles Woodard seconded the motion and the motion was approved by a vote of four (4) to two (2) with Commissioners Jones and Lennon voting against the motion.

1. Approval of Minutes:

- **Approval of Minutes:** April 5, 2021 Regular Meeting and April 19, 2021 Joint Work Session, Special Called Meeting & Regular Work Session (**cancelled**) were approved.
- **Correction on March 1, 2021 Minutes:** Upon reviewing the March 1, 2021 Minutes, Rhonda (Money) Repanshek, Planning Director, discovered that the approval of the Preliminary Plat for the Albemarle Plantation Cole Tract was not included in the Minutes. Therefore, the following correction was made on the March 1, 2021 Minutes & approved by Board:
 - **Preliminary Plat of Albemarle Plantation Cole Tract:** Ms. Money gave an overview of the Preliminary Plat and explained that the Planning Board unanimously approved the preliminary plat as presented tonight. By meeting the Section 305.1 and 306.7 checklists of the Subdivision Regulations, Ms. Money recommends the approval of this Preliminary Plat. Rodney Mueller made a few comments. On motion made by T. Kyle Jones, seconded by Charles Woodard, the Board unanimously approved the Preliminary Plat of Albemarle Plantation Cole Tract as presented.

2. Tax Refund Approvals:

Muir, III, Robert Condit----- \$101.18
Vehicle sold; 10-month refund. Account No. 25135196

3. Personnel Matters:

Employee Name	Employee Job Title	Action Required	Grade/Step	New Salary	Effective Date
Aleca S. Miller	EMS PT/FI AEMT	Appointment	66/1	\$17.22/hour	06/01/2021
Sarah W. Hickman	EMS PT/FI AEMT	Appointment	66/1	\$17.22/hour	06/01/2021
Marquitia Foreman	Public Information Officer IV	Appointment	59/1	\$26,315	06/21/2021
Nakindra Downing	Full-Time Certified Telecommunicator	Certification	62/1	\$30,030	06/01/2021
Sharell Kennedy	IMC II	Promotion	63/1	\$31,380	06/01/2021
Julie Shreckengast	IMC II	Promotion	63/1	\$31,380	06/01/2021
Nicole Elliott	Administrative Office I	Return to Work FT			05/10/2021
Gwen Hudson	IMC Investigator II	Leave Without Pay	IMC	2 weeks	06/07/2021
Terrance Brown	IMC III	Resignation			05/13/2021
Matt Leicester	PT/FI Paramedic	Resignation			05/14/2021
James Davenport	PT/FI Paramedic	Resignation			05/27/2021
Sam Barrow	Human Resource Officer	Resignation			06/14/2021
Sherri Freeman	PT/FI Non-Certified Telecommunicator	Resignation			05/25/2021
Anthony Johnson	Certified E-911 Shift Supervisor I	Resignation			06/11/2021

Employee Name	Employee Job Title	Action Required	Grade/ Step	New Salary	Effective Date
Amy Ward	Business Personal Property Tax Clerk	Resignation			06/04/2021
Joe Ann White	Social Worker III	Retirement			09/01/2021
Karen Danes	PT/FI Board of Elections	Termination			05/13/2021

4. End of Probationary Period & Added to Retirement System

Employee Name	Employee Job Title	Hire Date	Effective Date
Sharell Kennedy	IMC II	06/01/2020	06/01/2021
Julie Shreckengast	IMC II	06/01/2020	06/01/2021

5. Budget Amendments:

BUDGET AMENDMENT NO. 30
GENERAL FUND

CODE NUMBER	DESCRIPTION OF CODE	AMOUNT	
		INCREASE	DECREASE
10-360-001	EMS Donations	2,880	
10-592-311	EMS Donations	2,880	
EXPLANATION: To amend FY 20/21 budget to include donations received for EMS.			

BUDGET AMENDMENT NO. 31
GENERAL FUND

CODE NUMBER	DESCRIPTION OF CODE	AMOUNT	
		INCREASE	DECREASE
10-660-741	Senior Center - Capital Outlay - Bldg Renov.		1,541
10-660-330	Senior Center - Supplies	1,541	
EXPLANATION: To amend FY 20/21 budget to include donations received for EMS.			

BUDGET AMENDMENT NO. 32
GENERAL FUND

CODE NUMBER	DESCRIPTION OF CODE	AMOUNT	
		INCREASE	DECREASE
10-348-000	State Grants - Social Services	16,372	
10-610-198	Low Income Energy Ass't (LIEAP)	16,372	
EXPLANATION: To amend FY 20/21 budget to include LIEAP funds awarded by the State.			

BUDGET AMENDMENT NO. 33
WATER FUND

CODE NUMBER	DESCRIPTION OF CODE	AMOUNT	
		INCREASE	DECREASE
35-720-740	Water - Capital Outlay	4,278	
35-720-160	Water - Maintenance/Repair Equipment	4,278	
EXPLANATION: To amend FY 20/21 budget to cover FY20/21 expenses.			

BUDGET AMENDMENT NO. 34
ECONOMIC DEVELOPMENT FUND

CODE NUMBER	DESCRIPTION OF CODE	AMOUNT	
		INCREASE	DECREASE
40-335-001	Economic Development - Economic Incentive	190,000	
40-660-720	Economic Development - Matching Funds	190,000	
EXPLANATION: To amend FY 20/21 budget to include building re-use funds granted to East Coast Steel.			

BUDGET AMENDMENT NO. 35
GENERAL FUND

CODE NUMBER	DESCRIPTION OF CODE	AMOUNT	
		INCREASE	DECREASE
10-335-006	HAVA Funds - Board of Elections	5,868	
10-430-034	HAVA Funds - Board of Elections	5,868	
EXPLANATION: To amend FY 20/21 budget to include additional HAVA Funds available to Board of Elections office for security upgrades and emergency preparedness.			

6. Board Appointments: The following Board reappointments/resignations/appointments were approved by the Board:

Name	Board/Committee	Action Taken	Term	Effective Date
Nelson, Wallace	COA - Board of Trustees	Appointment	4 yrs.	07/01/2021
Money, Rhonda	Local Library Board	Resignation		07/01/2021
Matthews, Darla	Local Library Board	Resignation		07/01/2021
Woodard, Drew	Local Library Board	Appointment	3 yrs.	07/01/2021
Neal, Robert	Local Library Board	Appointment	3 yrs.	07/01/2021
Wheeler, Kathryn	Recreation Advisory Committee - At Large	Reappointment	3 yrs.	07/01/2021
White, Pete	Recreation Advisory Committee - At Large	Reappointment	3 yrs.	07/01/2021
Nixon, Chad	Recreation Advisory Committee - New Hope	Reappointment	3 yrs.	07/01/2021
Dillard, Brenda	Social Services Board	Reappointment	3 yrs.	07/01/2021
Bonner, Freda	Trillium Northern Region Advisory Board	Resignation		05/26/2021

7. Enclosures: The following miscellaneous documents were approved by the Board:

- **Resolution Supporting a Change in the Body Camera Law:** The Board approved the following Resolution supporting a change in the body camera law (G.S. 132-1.4A – Law Enforcement Agency Recording) to ensure transparency:

RESOLUTION OF THE PERQUIMANS COUNTY BOARD OF COMMISSIONERS SUPPORTING A CHANGE IN THE BODY CAMERA LAW (G.S. 132-1.4A - LAW ENFORCEMENT AGENCY RECORDINGS) TO ENSURE TRANSPARENCY

WHEREAS, N.C. Gen. Stat. §132-1.4A is an onerous law that does not allow local law enforcement agencies to release body camera or any other law enforcement agency recordings in a timely manner to ensure transparency to the public; and

WHEREAS, nationally, states are taking action to enact laws that provide for a timelier release of body camera recordings for transparency; and

WHEREAS, on April 21, 2021, Andrew Brown Jr. died tragically in an officer involved shooting involving Pasquotank County Sheriff's Office deputies; and

WHEREAS, the North Carolina General Statute §132-1.4A prevents timely public release of body camera footage in the Brown case; and

WHEREAS, the “Body Camera Law” is causing cities and counties to expend a tremendous amount of taxpayer funds for the significant law enforcement resources necessary to maintain public safety and the financial impact of the law is overwhelming, especially in smaller rural counties.

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

- Section 1. Perquimans County requests that the North Carolina Legislature act in a bipartisan effort to change N.C. Gen. Stat. §132-1.4A to ensure transparency for the public.
- Section 2. The Clerk to the Board of Commissioners is directed to forward a copy of this resolution to all North Carolina counties and municipalities.
- Section 3. This resolution is effective upon its adoption.

ADOPTED this 7th day of June, 2021.

Wallace E. Nelson, Chairman
Perquimans County Board of Commissioners

ATTEST:

(SEAL)

Mary P. Hunnicutt
Clerk to the Board of Commissioners

- **Cleaning Contract:** The Board approved the cleaning contract between Perquimans County and FK & Associates, LLC for custodial cleaning services at Albemarle Commission, 101 ARPDC Street, at a cost of \$585.00 for cleaning the facilities five times per week.
- **Resolution:** The Board approved the following Resolution requesting the Board to declare vehicles from the Sheriff’s Office as surplus to be sold on GovDeals:

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

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

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

- 1. The following described vehicles are hereby declared to be surplus to the needs of the County:

<u>Model Year</u>	<u>Make</u>	<u>Model</u>	<u>VIN</u>
2014	Dodge	Durango	1C4RDJFG1EC391140
2004	Pontiac	Grand Prix	2G2WR544041334358
2002	Infinity		JNKDA31A52T029209

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

Adopted this the 7th day of June, 2021.

Wallace E. Nelson, Chairman
Perquimans County Board of Commissioners

ATTEST:

SEAL

Mary P. Hunnicutt, Clerk to the Board

INTRODUCTION OF NEW EMPLOYEES

The following employees were introduced to the Board:

- 1. **Susan Chaney:** Ms. Chaney introduced Sharell Kennedy (hired on 6/1/2020), Tiara Riddick-Hinton (hired on 7/1/2020, and Sandi Lorensen (hired on 10/1/2020). These individuals were hired as IMC I working toward IMC II. They have all reached IMC II as of tonight. Neither one made any comments.
- 2. **Jonathan Nixon:** Jonathan Nixon, Emergency Services Director, introduced NaKindra Downing, now full-time Certified Telecommunicator, who was hired on 3/1/2021. Ms. Downing said thank you and Jonathan stated that she needed to head back to work till midnight.
- 3. **Vera Murrill:** Ms. Murrill, Chair of Board of Elections, introduced Kathryn Treiber, Director of Elections, who was hired on May 10, 2021. Ms. Treiber made a few comments to the Board.

On behalf of the Commissioners, Chairman Nelson welcomed the new employees to Perquimans County.

ASHLEY HODGES, HERTFORD TOWN COUNCIL

Mr. Hodges, Mayor Pro Tem of Hertford Town Council, presented information regarding Town of Hertford Police consolidation. After presented the results of a study that they conducted, Mr. Hodges stated that they came to the conclusion that it would be the best interest of the Town of Hertford to allow the Sheriff’s Department to take over the duties of the Town of Hertford Police Department. Chairman Nelson thanked Mr. Hodges for his presentation and asked if the Board had any questions or comments. The following questions and comments were made from the Board:

- **Commissioner Lennon:** Mr. Lennon asked Mr. Hodges what was the annual cost of operation for the Hertford Police Department. Mr. Hodges stated that it was \$786,000 last year and presented a brief history of the Police Department expenses. Mr. Lennon was concerned that the cost of the contract was not enough to cover their expenditures. Chairman Nelson stated that some of those matters were discussed during their Budget Work Sessions. He then asked Sheriff White to make some comments.
- **Sheriff White:** Mr. White explained that they will be adding four deputies designated for the Hertford town limits, 1 investigator, and one administrative staff positions. Mr. Hodges explained further how they determined the cost of \$350,000. He further stated that they are including the equipment used by the Town of Hertford Police Department. The Town Council has voted on the agreement and approved it by a vote of three (3) to two (2).
- **Commissioner Jones:** Mr. Jones stated that, during his presentation during their Budget Work Session, it was presented that the County will break even under this contract.

- **Commissioner Woodard:** Mr. Woodard asked Mr. White if this additional staff will be sufficient to cover the Town of Hertford. Mr. White stated that he would have liked to of hired more but this would be adequate.
- **Commissioner Lennon:** Mr. Lennon asked Mr. White if he had looked at the equipment that is proposed to be given to the Sheriff’s Department. Mr. White stated that he should be receiving an inventory list by June 15th.

There being no further questions or comments from the Board, Chairman Nelson proceeded with the meeting. He further explained that action on the proposed contract would be taken later in the meeting where they would be able to have more discussion

PRESENTATION OF FY 2021-2022 BUDGET

County Manager Heath presented the following FY 2021-2022 Budget Message:

June 7, 2021

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 2021-2022. 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 2021-2022.

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 \$22.8 million. That’s over \$6 million dollars more than anticipated revenues for the upcoming fiscal year. The tax rate would have to be 45 cents higher to fully fund all requests of Perquimans County for the next year.

In FY 20/21, Perquimans County implemented austerity measures that ensured the fiscal health of the County due to COVID-19. These measures included a freeze on all major capital purchases (capped at \$10,000 total per department), no initial salary adjustments (we gave a 3% increase at mid-year), no step increases, and no merit increases for employees. Fortunately, Perquimans County weathered the storm and will be able to enhance the services it provides its citizens and will be able to offer additional incentives to County employees to make our government a competitive place to work.

Total taxable value increased from \$1,351,508,515 to \$1,370,420,692, or 1.38%. This is the second highest percentage growth in ad valorem taxable value in 12 years. Sales tax revenues are expected to increase by \$425,000 from last year’s budgeted amount. Another positive note is that I project that we’re not going to use any of the \$1,030,000 budgeted fund balance appropriation from fiscal year 20/21’s budget. This gives us the flexibility to rely on fund balance again to offset the substantial capital investments we must make this year. The proposed budget allocates \$1,092,889 out of fund balance.

Despite the fact that our revenue picture continues to improve, Perquimans County must make substantial investments in capital projects for EMS and Law Enforcement, school spending and personnel. The tax rate for fiscal year 21-22 will increase to 61 cents per hundred dollars of value.

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

Perquimans-	61 cents per hundred
Gates-	79 cents per hundred
Camden-	74 cents per hundred (and they will be increasing at least 10 cents)
Chowan-	75.5 cents per hundred
Pasquotank-	77 cents per hundred

General Fund Budget Summary

The General Fund budget is \$17,629,474 for 2021-2022, an increase of \$1,039,831 from the current year’s amended budget of \$16,589,643.

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 increased local shopping, sales tax revenues are projected to increase by a total of \$425,000 compared to last year’s budgeted amount, for a total of \$1,950,000.

\$440,000 is forecast to be added to Perquimans’ sales tax allocation to reflect the additional services taxed by the General Assembly in 2016. This is an increase of \$90,000 from last fiscal year. Medicaid hold harmless payments from the State, which are tied directly to sales tax calculations, are projected at \$350,000 this year, an increase of \$75,000. Expected Land Transfer Tax revenues in FY 2021-22 are \$550,000, and increase of \$170,000.

General Fund Expenses

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

<u>Department/Agency</u>	<u>Proposed FY 21-22</u>	<u>% of Total GF Budget</u>
Perquimans County Schools	\$4,311,603	24.4%
Social Services	\$2,571,437	14.6%
Sheriff Department	\$2,084,782	11.8%
Emergency Medical Services	\$1,969,498	11.2%

School Funding

As presented by the Board of Education and school staff earlier this spring, the Perquimans County School System has requested \$3,103,236 for school current expense, an increase of \$203,236 over last year’s County appropriation of \$2,900,000. This represents a 7% requested increase from the previous fiscal year’s budget allocation. The local current expense requested increase centers mostly around additional benefit costs and higher transportation costs due to the closure of the S-Bridge.

The proposed FY 2021-22 County budget increases the local current expense budget to \$3,000,000. 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 remains \$475,000.

Building and Facility Initiatives/Capital Outlay

Perquimans will invest in building and capital initiatives this year since such activities were frozen last fiscal year due to COVID-19. Such expenditures include:

- **Sheriff:** Two SUV’s for the Sheriff and Chief Deputy, body cameras for deputies, office computers, ballistic vest, taser and evidence scanner.
- **Emergency Services:** New Ambulance (\$267,000), replacement power stretcher, commercial gate opener, oxygen cylinder lift, 3 garage doors for the back building, enclosure of the equipment shelter, re-purposed book mobile from Pasquotank for a mobile command center, turnout gear for the fire marshal, 911 Center tower modifications.
- **Senior Center:** Modification of the former Janice Cole offices into a large activity room.
- **Recreation:** Shades for the left side of the gymnasium, a triple soft bagger, metal storage shed and a tractor. If the PARTF grant for the new tennis courts is awarded, we may do a later budget amendment to provide the match for that project.

Personnel

The proposed FY 2021-22 budget contains a 4% adjustment to the salary schedule based on information gleaned from the salary study performed by the MAPS group last year. In that study, they found that our schedules were 10-15 percent under market. With the mid-year

adjustment of 3% earlier this fiscal year, this shows a good faith effort by the County in paying our employees a fair market rate. Steps and merits are re-instituted for this budget as well.

Included is a 1% 401k match for employees which was instituted several years ago.

Perquimans County participates in the State Health plan, and health insurance rates are projected to cost \$607 per employee per month. The rate of \$607 monthly includes a projected 5% increase in rates and \$25 per month per employee that the State charges employees for the base 70-30 plan. The health benefit alone adds a value of over \$7200 to each employee's compensation package, so it remains a significant benefit to County workers.

The North Carolina Local Government Employees Retirement System employers' contribution will increase to 11.42% from 10.23% for FY 21-22.

This budget includes several new positions. The Sheriff's office budget includes two new deputies for County service, and with the anticipated consolidation of the Hertford Police Department, includes 4 deputy positions, an Investigator and an Administrative Assistant. The Sheriff will also receive additional salary for added administrative duties, going to Grade 76 Step 16 \$83,422. In return for these dedicated law enforcement services, the Town agrees to pay \$350,000 annually under a three-year contract, and agrees to transfer its personal property used for law enforcement, including vehicles, to the County. This will help to defray some of the capital costs to the County for its new deputies.

Also included is the conversion of the part-time animal control officer to full-time. EMS will receive two full-time paramedic positions as the County tries to become less dependent upon part-time employees who work full-time for other agencies. Perquimans County will begin to contract out GIS services to Atlas Geodata in Wilmington, NC. A full-time Planning Office Assistant position will be created to assist our Planner with office duties so she may concentrate on planning work.

Other Noteworthy Items

- Funding for the County Fire Departments increases to \$77,500 each, up \$2500 from last year.
- Funding for the Perquimans County Library increases to \$191, 212. This is an increase of \$3712.
- \$30,000 for code enforcement/house removal. This is an increase of \$10,000 from last year.
- Albemarle District Jail remains a considerable expenditure, at \$660,793.

Water Fund

Perquimans continues to make significant investment in its overall ability to provide water to its customers. Perquimans will continue 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.

Water rates will increase to a \$17.50 minimum bill and \$9 per thousand after the first thousand. There is a total decrease in the budget projected of \$73,660. My estimate is that we will use \$266,361 of fund balance in the FY 20/21 budget to balance costs; thus, the increase in rates. I've included \$90,000 for additional radio read meters and a \$93,000 allocation for water tank maintenance. I've also included \$120,000 for the Woodville Road betterment costs. This will not be a recurring expense. Other capital expenditures include the rehab of the Hurdle well in Winfall (\$100k), replace softener media at the Winfall plant (\$60k), a new 1/2 ton truck (\$32k) and permits, designs and plans for the discharge relocation for the Winfall plant (\$10k). We are adding a full-time Water Clerk and also an Equipment Operator to prepare for the retirement of two current staff members.

The total water fund budget for the Fiscal Year 2021-22 is \$2,504,716.

Solid Waste Fund

The proposed solid waste fee for FY 21-22 is \$150, a \$10 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 Bertie County. All of these operational costs have increased over the past couple of years. We've made significant capital improvements to our sites, including additional compactors. The total solid waste fund budget is projected at \$1,031,900.

Conclusion

I'd like to thank the Department Heads for their stewardship in this budget process. I would also like to thank the Board of Commissioners for your involvement in the budget discussions 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 and Kim Bray of the Tax Office, 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 21, 2021, at 7:00 p.m. in the Perquimans County Library 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 concerns/committee report was given:

- **Chairman Lennon:** Mr. Lennon explained that he had received a letter regarding a survey for Broadband services for the county at his seat tonight and he had already received it at home. He is glad to see that someone is moving forward with this to assist rural areas with better internet service. He encouraged all the residents of Perquimans County to complete the survey so that we can be part of this program. County Manager Heath made a few comments about this matter.

There being no further comments or reports, Mr. Nelson proceeded with the rest of the meeting.

UPDATES FROM COUNTY MANAGER

County Manager Heath presented the following updates:

- **Monument to the Confederate Dead Committee Meeting:** The final meeting of this committee is scheduled for June 16, 2021 at 5:30 p.m. in the Meeting Room of the Perquimans County Library.
- **American Rescue Plan (ARPA):** Mr. Heath explained that the county had received one-half of the ARPA funds but they were not included in the FY 2021-2022 budget presented tonight.
- **Joint Planning Work Session:** A joint Work Session with the Planning Board is scheduled for Tuesday, July 13th, to review the proposed 160D planning changes.

AGREEMENTS WITH THE TOWN OF HERTFORD

County Manager Heath presented several draft Agreements to perform services for the Town of Hertford for Board review and action. The following action was taken:

1. **Tax Collection Agreement:** Mr. Heath explained that, with the amount of work involved with the collection of the Town of Hertford taxes, he recommends an increase in the rate for collection. Therefore, he presented the proposed draft of the Tax Collection Agreement between Perquimans County and the Town of Hertford. He reported that County Attorney High has reviewed and approved the proposed Agreement so it is his recommendation to increase the collection rate from 2% to 3% of real estate taxes collected. On motion made by

T. Kyle Jones, seconded by Alan Lennon, the Board approved the following agreement with the Town of Hertford to collect their real estate taxes at a rate of 3% of collected taxes:

TAX COLLECTION AGREEMENT BETWEEN PERQUIMANS COUNTY AND THE TOWN OF HERTFORD

NORTH CAROLINA
PERQUIMANS COUNTY

THIS AGREEMENT, made and entered in this the _____ day of _____, by and between PERQUIMANS COUNTY (herein referred to as the County), and the TOWN OF HERTFORD (hereinafter referred to as the Town);

WITNESSETH:

That whereas the County and the Town wish to provide for a centralized system for the collection of property taxes in Perquimans County and the Town of Hertford which will benefit each unit of government both in cost and information services;

NOW, THEREFORE the County and the Town, pursuant to the authority contained in Article 20, Chapter 1.60A of the North Carolina General Statutes contract and agree as follows:

I. The County shall perform for itself and the Town all of the tax collection functions prescribed in Subchapter II of Chapter 105 of the North Carolina General Statutes (hereinafter referred to as the Machinery Act). This activity shall hereinafter be referred to as the joint tax collection system.

II. The Town shall provide, to the County, notification of all newly annexed property within one work week of the effective date of the annexation. This information will be incorporated into the County's records for proper program and billing sequence.

III. Effective July 1, 2021, the County Tax Collector shall be the Tax Collector for the County and the Town. Reference in this agreement to "Tax Collector" shall hereinafter refer to the County Tax Collector. The Tax Collector, Deputy Tax Collector, and Assistant Tax Collectors shall be appointed by the County Board of Commissioners.

IV. Effective with the tax levy for the fiscal year beginning July 1, 2021 and each fiscal year thereafter so long as this contract is in effect, the governing bodies of the County and the Town shall adopt an order pursuant to North Carolina General Statute 105-321(b) directing the Tax Collector to collect the taxes charged in the tax records and receipts. A copy of this order shall be delivered to the Tax Collector. Thereafter, the Tax Collector shall deliver a copy of the Town's Tax "Scroll" to the Town.

The Annual Settlement of the Tax Collector as detailed in Sections 105-352 and 105-373 of the North Carolina General Statutes shall be made to the governing body of the County.

V. The Perquimans County Board of Commissioners shall have the sole and absolute authority to make any and all elections, determinations and decisions for the County and the Town that the governing bodies of the County and the Town are authorized to make pursuant to Articles 21, 26, 27, 28 and all other ad valorem tax collection related articles of Chapter 105 of the North Carolina General Statutes.

VI. When taxes are paid in full, tax receipts will be provided upon request by the taxpayer after verification of the transaction. Partial payments may be made and partial payment receipts will be provided upon request. Any such partial payment shall be identified where appropriate as to a particular parcel or tract of land and credited as prescribed by law as to collection expenses, interest, penalty and principal. Payments will be applied to the oldest year first unless specific payment application is directed by the taxpayer. Each government shall be credited by the Tax Collector with a fraction as hereinafter set out by the amount owed to each government. The numerator of the fraction shall be the amount paid and the denominator of the fraction shall be the amount paid and the denominator of the fraction shall be total amount owed to both governments. All tax payments mailed to the Town shall be forwarded along with the postmarked envelope to the County for processing.

VII. All tax collections that are made pursuant to the joint tax collection system shall be deposited daily in an account specified by the County Finance Officer. Each unit's share of the daily collection shall be determined by computer distribution of all payments.

The County Finance Officer will provide payments and distribution information to the Town Finance Officer on a monthly basis. Interest on Town taxes collected will be computed on an average monthly balance at the same interest rate afforded with County and paid at the end of each month. All taxes collected for the Town by the County will be remitted to the Town Finance officer plus interest. Interest on Town taxes collected will be computed on an average monthly balance at the same interest rate afforded the County and paid at the end of each month. All taxes collected for the Town by the County will be remitted to the Town Finance Officer plus interest minus the 3.0% fee hereafter set forth by the 10th of the following month. Additionally, monthly reports will be provided which include a listing of any changes to the levy such as discoveries and taxes released, refunded, compromised or in any other way affected by actions of the County Board of Commissioners, Tax Collector or Tax Assessor.

VIII. The County shall receive as compensation from the Town for operation of this joint tax collection system an amount equal to 3.0% of the Town taxes collected. The County will deduct the 3.0% charge from the Town payment at the end of each month. In addition, the County shall be entitled to reimbursement for all costs incurred in the enforced collection solely of Town taxes, including, but not limited to, the costs of attachment and garnishment, costs of levies on personal property and the costs of in rem or attorney-led foreclosures and the County shall be entitled to reimbursement for all advertising costs and expenses incurred with regard to the collection for delinquent Town taxes for 2021 and subsequent years; this shall include but not be limited to the costs of selling property that is foreclosed on solely for Town taxes. All reimbursement from the Town shall be due within 30 days after billing by the County. Any special audit of the joint tax collection system requested by the Town shall be directed to the County Finance Officer and shall be paid for by the Town through a supplemental billing from the County.

IX. Collection of all delinquent taxes on the effective date of this agreement and all taxes becoming delinquent thereafter shall be the sole responsibility of the County. The County will use the same diligence and effort to collect taxes owed to the Town as it does to collect taxes owed to the County. The County may elect to buy property at foreclosure on the basis of sound business considerations. If the purchase is made to collect Town taxes, then the Town collections shall be reduced by the cost of the purchase. If the purchase is made to collect joint Town and County taxes, each shall bear the cost and purchase price is proportion to the taxes due. Nothing in this section or agreement requires the County to purchase property at foreclosure or otherwise the situations where the market value of the property does not exceed the cost of extinguishing all liens on the property at time of sale, all as determined by the County Tax Collector.

X. This agreement may be terminated at the conclusion of any fiscal year. The governmental unit wishing to terminate the agreement may do so only after giving the other unit of government written notice of its decision to do so four (4) months prior to the end of the then current fiscal year.

XI. This agreement shall become effective when property executed by all parties pursuant to resolutions adopted by the governing boards of each.

IN TESTIMONY WHEREOF, the parties hereto have caused this agreement to be executed in duplicate originals by their proper officials and their respective corporate seals affixed and attested by their clerks, all by authority of their boards duly given, this the day and year first written above.

Chairman

ATTEST:

Clerk

TOWN:

Mayor

ATTEST:

Clerk

PRE-AUDIT CERTIFICATION:

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

County Finance Officer

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

Town Finance Officer

- 2. **Police Coverage:** Chairman Nelson recognized County Manager Heath who presented a summary of the proposed police agreement with the Town of Hertford that Hertford Mayor Pro Tem Hodges discussed earlier in the meeting:

- This is a three-year agreement;
- Will hire four deputies, one investigator, and one administrative assistant;
- Paid on a quarterly basis; we are breaking even – making no money from this agreement;
- Sheriff will retain his powers;
- Mutual Aid Component included;
- The budget he presented tonight factored in these figures.

Mr. Heath recommends the approval of the Agreement. Chairman Nelson asked if the Board had any comments or questions. The following comments were made:

- **Commissioner Lennon:** Mr. Lennon expressed his concerns about the value of the equipment that will be given to the Sheriff’s Department but he fully understands the importance of this agreement.
- **Commissioner Woodard:** Mr. Woodard asked what would happen if the costs of the services supplied to the Town of Hertford exceeds the \$350,000? Mr. Heath said that this is a three-year agreement so we can adjust as the time goes along.
- **Commissioner Hoffler:** Mr. Hoffler asked that, from what he saw in Mr. Hodges’ presentation, do we have any choice? He also asked if there were safeguards placed in the agreement if payment is not made as scheduled.
- **Commissioner Jones:** Mr. Jones agrees with Commissioner Hoffler. He has discussed this with Sheriff White and with County Manager Heath.

On motion made by Joseph W. Hoffler, seconded by T. Kyle Jones, the Board unanimously approved the following Interlocal Agreement between the Town of Hertford and Perquimans County Sheriff’s Office to provide law enforcement services within its corporate boundaries:

State of North Carolina
County of Perquimans

Interlocal Agreement

This Interlocal Agreement entered into on this the ___ day of June 2021 pursuant to N.C. Gen. Stat. § 160A-461 by and between the Town of Hertford, a North Carolina municipal corporation, hereinafter referred to as the “Town” and the Perquimans County Sheriff’s Office, hereinafter referred to as “PCSO” as follows:

WITNESSETH:

WHEREAS, the Town has a desire and a need to provide law enforcement services within its corporate boundaries in order to keep the peace, to enforce criminal laws of the State of North Carolina, to enforce the criminal ordinances established by the County and Town and to maintain the general peace and welfare of the Town; and

WHEREAS, the PCSO already provides certain law enforcement services within the Town limits; and

WHEREAS, the Town Council desires to contract with the PCSO to provide law enforcement services to the Town as enumerated in Section 2 of this agreement; and

WHEREAS, the PCSO is willing and agreeable to provide the law enforcement services to the Town as described in this agreement commencing July 1, 2021, including employing, training, assigning and supervising additional and supplemental law enforcement officers to the Town pursuant to the Agreement.

NOW THEREFORE, THE PARTIES HERETO AGREE as follows;

- 1. The Town agrees:
 - A.** To pay The PCSO as provided in section 4 below.
 - B.** As part of the consideration for this agreement, to turn over equipment and assets currently possessed by it that are needed by PCSO for Law Enforcement purposes on or before July 1, 2021, the date of the implementation of this agreement. All such equipment and assets shall become the property of Perquimans County. Any equipment and assets not required by the PCSO shall be retained by the Town. The equipment and assets shall be listed on a tentative inventory to be provided to the PCSO by the Town no later than June 14, 2021. The Town will provide a final inventory with serial numbers no later than the close of business on June 18, 2021.
 - C.** To maintain all current contracts related to the Hertford Police Department (HPD), including but not limited to, vehicle leases, software licenses, cloud storage and other contracts; until leases and contracts can be assigned the PCSO. If the leases cannot be assigned, and the goods and/or services are necessary to the PCSO to provide the services detailed in this Agreement, the Town will be responsible for the leases until the Town can cancel the leases, and the PCSO will either i) obtain the goods and/or services through another lease or contract or ii) Reimburse the Town for its’ costs to lease the equipment used by the PCSO. The costs of any leases or contracts assigned to the PCSO shall be absorbed by the PCSO as of July 1, 2021. PCSO has the final determination as to the assignment of any contracts or leases.
 - D.** The Town will also provide an inventory of all evidence in its possession to the PCSO prior to July 1, 2021. The PCSO may participate in an audit of the evidence and/or request the support of the North Carolina State Bureau of Investigation and/or District Attorney’s office to assist in providing such audit.
 - E.** Should the Town or PCSO request an amendment to this Agreement to assign a deputy to duties not listed in section 2 below, such duties shall be listed specifically and shall be compensated by the Town to the PCSO as agreed upon by the parties.
 - F.** To provide, at its own cost, a designated staff member to work with the PCSO and counterpart in the PCSO to facilitate a smooth contract transition. These liaisons shall be appointed by the respective parties and shall begin work immediately and continue until such time as both parties agree that the transition is completed.

G. To appropriate sufficient funds each budget year to cover the cost of this contract as provided in section 4 below for the full three-year term of this contract.

2. PCSO agrees:

A. To provide fully equipped and fully trained law enforcement officers for duty in the Town to perform its duties under this agreement, with the assignment to be made under the direction and full control of the Sheriff of Perquimans County as to what days and hours of scheduling. Such deployment shall begin on July 1, 2021, or as soon as practicable to allow time for hiring of new employees.

B. PCSO deputies assigned to work under the terms of this agreement will be responsible for performing law enforcement duties within the Town to include, but not limited to: patrolling, answering calls for service, conducting general security checks, providing information and education to the public within The Town, traffic enforcement and otherwise interact with and assist residents, businesses, and visitors. The PCSO will provide Deputies to conduct routine patrols throughout Town on an as needed basis. If warranted by either statistical trends monitored by the PCSO or an increase in crime in the Town, the Sheriff will assign additional Deputies, at their discretion, for surveillance, investigation and law enforcement.

C. The PCSO will provide security and traffic control for the special events in the Town per the discretion of the Sheriff.

D. The PCSO will allocate 4 deputies, 1 Investigator and 1 Administrative Assistant to provide law enforcement duties within and for the Town with the details of scheduling being determined at the discretion of the Sheriff. These employees will be dedicated to working full-time within the Town of Hertford, with the exception of mutual aid situations in the County at large as needed by the PCSO. PCSO resources spent providing School Resource Officer service at the schools and bailiff or other Courthouse security services shall not be counted toward the dedicated manpower under this agreement.

E. To provide to The Town on a quarterly basis, customary reports and statistical information relevant to the activities within the corporate limits of The Town. To the extent possible, subject to the limitations of the software currently used by the department, the Sheriff's Office shall provide the following information on a quarterly basis:

- Summary of incidents within Town limits including total count and category of call / offense.
- Average response time defined as the time between a citizen's initial request for assistance and the time a Sheriff's Deputy arrives on the scene.

F. To provide the necessary Law Enforcement Liability Insurance to protect the County and the PCSO.

G. To provide, at its own cost, a liaison to work with the Town and counterpart in the Hertford Police Department to facilitate a smooth contract transition under the same conditions as set forth in paragraph 1F above.

3. The Parties Agree:

A. That the Deputies assigned to the Town pursuant to this agreement remain employees of the Perquimans County Sheriff at all times during the term of this agreement. The Sheriff is an independent contractor of the Town. The Town and Town Council will have no role in hiring, firing, disciplining, supervising, training or directing the PCSO and its employees.

B. Deputies assigned to the Town under this agreement will not perform any duties that are commonly referred to as code enforcement matters, including but not limited to the enforcement of the Town's Zoning Ordinance, Sign Ordinance, Public Nuisance Ordinances or Open Burning Ordinance, or other matters that commonly fall outside the scope of law enforcement duties, or duties that are not listed above.

C. Notwithstanding the above, the parties understand and agree that the PCSO's primary responsibility at all times is law enforcement and safety within all of Perquimans County and that circumstance may arise wherein the Sheriff determines it necessary to temporarily reassign officers from the Town during mutual aid situations in order to meet that primary responsibility.

D. In the event the PCSO must provide additional coverage to the Town before July 1, 2021, the Town will reimburse PCSO according to existing contractual agreements.

E. The Town shall retain all buildings, fixtures, furnishings, decorations, copiers and other large office equipment used by the Police Department.

4. Method of Payment of Reimbursable Expenses

A. The Town shall pay the total sum of \$350,000.00 per year for the services provided to the Town under this agreement. Payments will be made on a quarterly basis, beginning on the July 1, 2021 commencement of this Agreement.

B. The parties agree that PCSO, through the Perquimans County Manager's Office, will invoice the Town on a quarterly basis for 25% of the costs of this agreement which shall be \$ 87,500 per quarter.

C. The Town agrees to make payment of an invoice within thirty days of receipt of such invoice from The County. If not paid timely, a 5% charge for each month delinquent will be added to the invoice due the PCSO.

D. In the event a breach as defined in section 7. B (2) ((i)) is not cured, and the Town fails to make payments, this Agreement shall become null and void after 60 days, with the PCSO having no further obligations under this Agreement. This article does not limit the ability of the PCSO, through the Perquimans County Manager's office, to seek legal action for reimbursement for the costs associated with additional staff hired to fulfill this agreement.

5. Term of Agreement

A. The term of this agreement is three years commencing on July 1, 2021 and ending on June 30, 2024. Should either party intend not to renew, they shall give at least 120 days in advance written notice.

B. The agreement may be extended for additional and successive terms only upon consent and an Agreement signed by all parties below.

6. Amendment to the Agreement

The agreement may be amended or modified only by agreement of all parties upon consent and in writing signed by all parties.

7. Termination of the Agreement

A. Neither party may terminate this agreement except for cause within the first two years of this agreement's execution. In the third year, the Town may terminate the agreement by giving 180 days' notice in writing to the County. The Town agrees to reimburse the County for any and all expenses incurred under the terms and conditions of this agreement up to the date of termination.

B. This Agreement may be terminated on sixty days' notice in the event of breach of this Agreement. Breach is defined in the sub-sections below. The sixty days' notice is comprised of two periods:

- 1) In the event that there is a breach, the non-breaching party shall give the other party(ies) thirty days' written notice.
- 2) If the breaching party does not cure the breach in thirty days, the adverse party may terminate this Agreement on the sixty-first day from the date of the first notice. The elements of breach include but are not limited to:
 - i. The Town fails to make a quarterly payment within 30 days of the due date; or
 - ii. The Town fails to provide any of the information required of it under this agreement; or
 - iii. The PCSO fails to provide the staff listed in Section 2. D of this agreement; or
 - iv. The PCSO otherwise fails to perform its duties under this agreement.

8. Miscellaneous Terms

A. NOTICES: All notices permitted or required to be given by one party to the other party shall be sent via first class mail, courier service or delivery addressed and delivered in writing as follows:

For the Town:
Town Manager
Hertford Town Hall
114 W Grubb St
Hertford, NC 27944

With a copy to:
Hertford Town Attorney
Hornthal, Riley, Ellis & Maland, LLP
2502 S. Croatan Highway
Nags Head, NC 27959

For the PCSO:
 Perquimans County Sheriff
 P.O. Box 31
 Hertford, NC 27944

With a copy to:
 Perquimans County Attorney
 High & Crowe LLP
 102 E Queen St
 Edenton, NC 27932

- B.** COUNTERPARTS: This Agreement may be executed in multiple counterparts, each of which constitutes a completed Agreement.
- C.** SEVERABILITY. If any section of this Agreement is deemed to be illegal or otherwise unenforceable, it is the intent of the parties hereto that all other provisions of this Agreement shall remain in full force and effect.
- D.** GOVERNING LAW. This Agreement is to be governed by and interpreted in accordance with the laws of the State of North Carolina, with the exception that conflicts of laws provisions shall not apply.

IN WITNESS WHEREOF the hereto the parties have executed this agreement the date and year first written above.

Perquimans County Sheriff's Office

By: _____
 Sheriff

Date: _____

Perquimans County Manager's Office

ATTEST

By: _____
 County Manager

 Mary Hunnicutt, Clerk to the Board, Perquimans County (Seal)

Town of Hertford

By: _____
 Mayor

Date: _____

ATTEST

 Olga Simpson, Town Clerk (Seal)

PRE-AUDIT CERTIFICATION

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

 Brian Lewis, Finance Officer

PRE-AUDIT CERTIFICATION

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

 Tracy Mathews, Perquimans County Finance Officer

SALE OF SURPLUS EQUIPMENT

County Manager Heath reported that we received no bids on the following surplus items:

ITEM	DATE SURPLUSED	SOLD AMOUNT
ViewSonic LED Model VS1543 Computer Monitor – Serial #TST14055148	5/3/2021	No bids
ViewSonic LED Model VS1543 Computer Monitor – Serial #TST14055149	5/3/2021	No bids

Therefore, these items need to be declared "Disposable Items" and direct County Manager Heath to dispose of them. On motion made by Alan Lennon, seconded by Charles Woodard, the Board unanimously approved to declare these items as "Disposable Items" and to dispose of them.

BOARD APPOINTMENT: TRILLIUM NORTHERN REGION ADVISORY BOARD

Chairman Nelson began by explaining that since COVID-19, it has been difficult for him to attend these meetings. He asked the Board if there was anyone that was interested in filling his spot on this Board. After County Manager Heath explained that this was for a replacement for Freida Bonner whose resignation was just approved by the Board, Chairman Nelson explained that he thought this was for his replacement and was still interested in knowing if someone would be interested in taking his place too. Mary Hunnicutt, Clerk to the Board, explained that those appointments usually are changed in January or February. Mr. Heath explained that no action was required tonight but we just wanted them to be aware of this vacancy and asked for the Board to review the Volunteer Listing that was included in their packets along with the following requirements for this appointment per NC General Statute 122C-118.1:

Board Requirements

- (1) At least one member who is a current county commissioner.
- (2) The chair of the local Consumer and Family Advisory Committee (CFAC) or the chair's designee.
- (3) At least one family member of the local CFAC, as recommended by the local CFAC, representing the interests of the following:
 - a. Individuals with mental illness.
 - b. Individuals in recovery from addiction.
 - c. Individuals with intellectual or other developmental disabilities.
- (4) At least one openly declared consumer member of the local CFAC, as recommended by the local CFAC, representing the interests of the following:
 - a. Individuals with mental illness.
 - b. Individuals with intellectual or other developmental disabilities.
 - c. Individuals in recovery from addiction.

- (5) An individual with health care expertise and experience in the fields of mental health, intellectual or other developmental disabilities, or substance abuse services.
- (6) An individual with health care administration expertise consistent with the scale and nature of the managed care organization.
- (7) An individual with financial expertise consistent with the scale and nature of the managed care organization.
- (8) An individual with insurance expertise consistent with the scale and nature of the managed care organization.
- (9) An individual with social services expertise and experience in the fields of mental health, intellectual or other developmental disabilities, or substance abuse services.
- (10) An attorney with health care expertise.
- (11) A member who represents the general public and who is not employed by or affiliated with the Department of Health and Human Services, as appointed by the Secretary.
- (12) The President of the LME/MCO Provider Council or the President's designee to serve as a nonvoting member who shall participate only in Board activities that are open to the public.
- (13) An administrator of a hospital providing mental health, developmental disabilities, and substance abuse emergency services to serve as a nonvoting member who shall participate only in Board activities that are open to the public.

Chairman Nelson stated that we may need to review the method of appointing replacements for our committees and boards. No action is required at this time.

PLANNING BOARD ITEMS

Chairman Nelson recognized Rhonda Repanshek, GIS/County Planner, who presented the following information on the two flag lot requests:

Since these 2 cases are so similar I'm going to try to cover both at the same time but the Board can still vote on each separately.

- Our Subdivision Regulations say one flag lot may be approved by staff, but after the first one they must be approved by the Boards. Both Boards will decide if it meets objective standards. There's no public hearing, either the surveys meet the criteria or they don't.
- Both cases tonight are deed of gifts to children and grandchildren.
- Per our Subdivision Regulations [section 701 (e)] the deed of gift to the child shall include specific wording regarding future compliance with Subdivision Regulations, including a paved access road and utility improvements. [That wording is included in your packet with the application form]
- Douglas Chappell (wife Rita) -- Off Whitehat Road (New Hope) -- Two Flag Lots- One gifted to each of 2 children, approx. 1.5 acres each out of 8 acres leaves approximately 5 ac residual.
- On Belvidere Road we have Wilmer Chappell/ Justin and Meagan Roberson (Justin is Wilmer's grandson) --- give his grandson, Justin Roberson, 2 acres of the approximately 36 acres parcel to live on.
- Surveys of both are in your BCC agenda packet along with their GIS location maps.
- The main difference is how their accesses are set up.
- The objective criteria that you are deciding whether the surveys meet or not is as follows:

Criteria: Per Subdivision Regulation 402(B)(9) flag lot requirements are as follows:

Criteria (a) Access shall be provided from the public road or an approved private road to the flag lot by means of an easement with a minimum width of 25 feet along the "pole." **Mr. Doug Chappell's is an existing 45-foot wide private easement going to both lots. Justin Roberson's is an existing 31-foot-wide private easement.**

Criteria (b) The area inside the "Flag" portion of the lot must satisfy the minimum lot area requirements for a conventional development within the underlying zoning district. **(That sentence is redundant and addressed in letter D below).** The area considered the "Flag Pole" consists of that area from the road right-of-way to the "Flag" portion of the lot and shall not exceed 1,000 feet. **Mr. Doug Chappell's is approximately 770 feet in length. Justin Roberson's is approximately 740 feet in length.**

Criteria (c) is about the access so **I'll come back to that.**

Criteria (d) The flag portion of the flag lot must satisfy the minimum yard requirements of the applicable zoning district. The "building setback line" for the Front Yard runs parallel to the street and is measured from within the "Flag" part of the lot, not the "pole" part.

*All proposed lots in both cases are in the RA rural agriculture zoning district which has a minimum lot size of 43,000 square feet and minimum width of 125 and minimum depth of 150 ft. **Both lots exceed 43,000 sq. ft. (0.98 acre vs. 1.5 to 2 acres) and have greater widths and depths. Regardless of which direction any of the houses face, a 30 ft. setback should be easy to accommodate due to all lots ranging from 1.5 to 2 acres.***

Per Zoning Ordinance section 704, the minimum lot size for an RA district is 43,000 square feet with minimum width of 125 ft. and minimum depth of 150 ft. Minimum Yard Setbacks are 30 ft. for front and rear and 15 ft. for the sides.

Criteria (e) Where applicable, a Driveway Permit shall be required from NCDOT. Failure to obtain a driveway permit shall result in denial of the flag lot. **I contacted NCDOT and they reported via email April 27th that no driveway permit is needed at this time for either case presented tonight.**

Criteria (f) The minimum separation between the flagpole portion of the lot and that of another flag lot shall be guided by the minimum design standards governing lots. **This does not appear to be applicable since all lots are sharing their access.**

Back to Criteria (c) Use of a single driveway to serve a flag lot and an adjoining conventional lot is permitted provided that a Shared Access Agreement is recorded in the Register of Deeds Office on the plat or in a separate document, in order to acknowledge the conditions under which the shared access will operate. The preferred location for the driveway is in the flagpole easement, with the Flag Lot granted an access easement over the flagpole. **An adjoining conventional lot does use the same access. A Shared Access Agreement has not been formerly written but staff researched previous versions and they are all different and address individual specific situations of previous cases.**

Doug Chappell NOTE: two-inch water main is proposed to be paid for by the applicant and be maintained by the County. Water Department will need a 20-foot-wide utility easement within the 45-foot-wide access easement to allow placement and maintenance of the new water main.

Justin Roberson NOTE: A statement requiring a County water main to be installed at the owner(s)' expense prior to any further subdivisions of this parent parcel needs to be added to the survey and deed. The Water Dept. has stated that this is the last water meter allowed at Belvidere Rd.

Planning Board unanimously found both surveys to meet all criteria except 'c' and advised approval with the condition that a Shared Access Agreement be drafted, signed and recorded in Register of Deeds. They advised language to be included in each deed stating if one of the gift lots was sold then road improvements must be made to meet NCDOT standards, including paving.

After the above comments. Ms. Repanshek asked if there were any comments or questions. There being none, Chairman Nelson asked for a motion. T. Kyle Jones made a motion that the

Perquimans County Board of Commissioners finds that the proposed two flag lots for Doug Chappell and Wilmer Chappell meets the requirements "a" through "f" with the exception of "c" of the Subdivision Regulations 402(B)(9) and approves its subdivision with the condition that a Shared Access Agreement is recorded in the Register of Deeds Office simultaneously with plat recordation. The motion was seconded by Charles Woodard and unanimously approved by the Board.

PUBLIC COMMENTS

The following public comments were made:

- **Pete Perry**: Mr. Perry asked if the \$350,000 costs for the County to take over the Hertford Police Department included just man hours or did it include all their other benefits. He understood that they could not answer that question tonight but if that is true, the County will be in the hole within one year.
- **Terry Swope**: Mr. Swope read the following statement:

My name is Terry Swope and I live in Perquimans County. I wanted to tell the Commissioners that I DO NOT wish to see the Monument to Confederate War Dead removed, changed, defaced, or altered in any way. This Monument to brave men from Perquimans County who fought and died is every bit as sacred as any war memorial anywhere in America.

The War between the States was the most trying and costly war in our history. These men answered their COUNTRY's call to arms 160 years ago and made the ultimate sacrifice. It is simply not right for a few people or groups to hold such sway over this Board to warrant consideration of such a vile act of altering their memorial.

This advisory "Work Group" that was hand selected by senior leadership of this board has shown no intention of preserving this Monument in its current form. How can it be that this group of 8 citizens can be so removed from the views of the people I see and speak to everyday? How is it possible that all 8 of these people believe the Monument is NOT a memorial to soldiers as it says, but that it contains some hidden message that glorifies slavery?

In 1912, the newspaper described the dedication of the Monument with:

"Hertford and Perquimans County are to be congratulated that such a monument stands on the courthouse green. It stands there as a tribute from the Daughters of the Confederacy, and it will prove an object lesson to all who gaze upon it, showing that patriotism and love of country are things which do not pass from the minds of men...." Taken from The Farmer and the Mechanic (newspaper) June 18th, 1912.

No message of slavery there – Patriotism and love of Country. You would fault these men for that?

Everyone on this "Work Group" seems to be a party to the race bait trap that this is a racist monument and something should be done about it. They completely ignore the fact that Whites, Blacks, and no less than 4 major tribes of Indians fought for the Confederacy. I have asked multiple times what was required to serve as a member of the "Work Group" and never received a response. The ONLY known requirement was that it needed to be 4 White representatives and 4 African American representatives. This quota system adds to the illusion that this is a "White vs Black" issue.

Perquimans County sent her sons to fight and some died answering that call. It is simply wrong to now put those men on trial 160 years later to see if they deserve the Monument they have had for 109 years.

Please read the Monument, there is no derogatory or offensive message there, simply a war memorial honoring brave soldiers going above and beyond what was asked of them, buried who knows where, but with this Monument, not forgotten.

I urge the Commissioners to do nothing to this Monument, no moving it, no altering it, nothing! It is exactly what it says it is, a tribute to "OUR SOLDIERS 1861-1865"

Thank you for your consideration.

- **Martha Borders**: Ms. Borders wanted to speak about the Police Department Resolution. Along with other residents in the Town of Hertford, she agrees with this agreement and feels that it will be beneficial to the County and to the Town of Hertford. She thanked the County and Sheriff White for their continued support keeping our town safe.
- **Clifford Jackson Perry**: This was Pete Perry again so the Chairman stated that he could not speak again so that we could give everyone an opportunity to speak.
- **Tim Brinn**: Mr. Brinn thanked the County for lending a hand to the Town of Hertford to assist with all the programs they have and are planning on doing from collecting taxes, housing & code enforcement, and law enforcement.
- **Edrith Gatling, Jr.**: Edrith Gatling, Jr.'s father introduced his son and explained that he was invited to participate in the Hawaii Tiki Bowl in Honolulu, Hawaii in December, 2021. Edrith read the following statement to the Board and the Board made congratulated him and asked several questions:

April 11th, 2021

Edrith Gatling J.R.
126 Martin Lane
Hertford, NC 27944



Dear All,

My name is Edrith Gatling J.R. and I am an athlete at Perquimans County High School. I have been invited to participate in the Hawaii Tiki Bowl in Honolulu, Hawaii from December 18-23, 2021.

I consider it an honor to have the opportunity to represent my school and community in this event. During this event I will be coached by college football coaches. I will also be given the opportunity to interact with players from all across the USA. My teammates and I will also be learning the culture of the Hawaiian people.

In order to participate in this once in a lifetime event, I need your help. I am requesting sponsorship from individuals and businesses to help defray the costs of this trip. Of course I am not asking you for the entire amount, but I am asking that you consider a generous donation.

Please feel free to contact me if you should have any further questions. My cell phone number is 252-565-3403 and my home address is 126 Martin Lane Hertford, NC 27944. I will be glad to talk with you regarding this experience.

I want to thank you in advance for your help in this life changing event. Sincerely,

Edrith Gatling J.R.
Perquimans County
Class of 2022

- **Quentin Jackson:** Mr. Jackson expressed his disagreement with law enforcement agreement that was presented and approved tonight. He further stated that what the Board did tonight was an injustice for the Town of Hertford. He stated that he had requested meetings with the Board of Commissioners since 2017 but he was told that it was not allowed but yet Mr. Hodges comes before you and you listen to a bunch of lies about the Town of Hertford being broke. You are now going to be taking out \$350,000 from their budget to pay for this agreement. You represent all of Perquimans County and he encouraged them to start representing the Town of Hertford too which is in Perquimans County.

CLOSED SESSION: TO CONSULT WITH COUNTY ATTORNEY REGARDING NEGOTIATIONS FOR ACQUISITION OF PROPERTY AND APPROVE CLOSED SESSION MINUTES

There being no further comments from the public, Chairman Nelson proceeded with the closed session. Pursuant to NC General Statute 143-318.11(5), the Board went into Closed Session to discuss consult with County Attorney regarding negotiations for acquisition of property and to approve closed session minutes. On motion made by Fondella A. Leigh, seconded by Charles Woodard, the Board unanimously voted to go into Closed Session.

The Closed Session was adjourned and the Regular Meeting reconvened on motion made by Joseph W. Hoffler, seconded by Charles Woodard, and unanimously approved by the Board.

EAST COAST STEEL FABRICATION

County Manager Heath discussed the request from East Coast Steel Fabrication to purchase ten-acre parcel next to their current location. On motion made by Alan Lennon, seconded by Charles Woodard, the Board unanimously authorized County Manager Heath to proceed to set up a Public Hearing to sell ten acres adjacent to East Coast Steel Fabrication's property for \$100,000.

ADJOURNMENT

There being no further comments or business to discuss, the Regular Meeting was adjourned at 9:09 p.m. on motion made by Fondella A. Leigh, seconded by Charles Woodard.

Wallace E. Nelson, Chairman

Clerk to the Board

 SPECIAL CALLED MEETING
 June 21, 2021
 7:00 p.m.

Special Notice for tonight's meeting: *The Perquimans County Board of Commissioners' **SPECIAL CALLED MEETING** will be held on Monday, June 21, 2021, at 7:00 p.m. in the Meeting Room of the Perquimans County Library located at 514 S. Church Street, Hertford, NC 27944. Because this is considered an essential meeting, the public will be able to attend but social distancing will be required. In addition, public comments will be made in person or in writing, which need to be provided to the Clerk to the Board prior to 5:00 p.m. on Monday, June 21, 2021. You may deliver them to her via fax [(252) 426-4034] or e-mail at mhunnicutt@perquimanscountync.gov. If you have any questions, please contact the County Manager's Office at (252) 426-8484.*

The Perquimans County Board of Commissioners met in a SPECIAL CALLED MEETING on Monday, June 21, 2021 at 7:00 p.m. in the Meeting Room of the Perquimans County Library located at 514 S. Church Street, Hertford, NC 27944. The meeting was moved from Commissioners Room located on the first floor of the Perquimans County Courthouse Annex.

- MEMBERS PRESENT: Wallace E. Nelson, Chairman Fondella A. Leigh, Vice Chair
 Joseph W. Hoffler Kyle Jones
 Alan Lennon Charles Woodard
- MEMBERS ABSENT: None
- OTHERS PRESENT: Frank Heath, County Manager Mary Hunnicutt, Clerk to the Board

Chairman Nelson called the meeting to order. Commissioner Hoffler gave the invocation and the Chairman led the Pledge of Allegiance. Chairman Nelson explained that this Special Called Meeting was scheduled to hold a Public Hearing for the FY 2021-2022 Budget.

PUBLIC HEARING – FY 2021-2022 Budget

Chairman Nelson opened the Public Hearing stating that the purpose of the public hearing was to receive public comments on the proposed FY 2021-2022 Budget. There were seven (7) people present. County Manager Heath stated that he had presented the Budget Message at the June 7, 2021 meeting and that he had no further comments. Mr. Nelson asked if anyone had signed up to speak or sent in their comments. Mary Hunnicutt, Clerk to the Board, forwarded a copy of the signup sheet and stated that no one had sent written comments:

- **Pete Perry:** Mr. Perry talked about taxes and the budget. A contract to provide public safety coverage for the Town of Hertford has been proposed effective July 1, 2021. He asked the Board and the Sheriff's Office to monitor the Town of Hertford expenditures very carefully each month to make sure they take out those expenditures from that contract price.

Chairman Nelson asked if anyone in the audience had any comments or questions. There being none, Chairman Nelson closed the public hearing at 7:02 p.m.

AGENDA

On motion made by Charles Woodard, seconded by Fondella A. Leigh, the Board unanimously approved the Agenda.

FY 2020-2021 YEAR-END BUDGET AMENDMENTS

Mr. Heath explained that Budget Amendment Number 36 - 38 has been prepared to balance the current year's budget.