

REGULAR MEETING

July 2, 2012

6:50 p.m.

The Perquimans County Board of Commissioners met in a regular meeting on Monday, July 2, 2012, at 6:50 p.m. in the Commissioners' Room located in the Perquimans County Courthouse Annex.

MEMBERS PRESENT: Benjamin Hobbs, Chairman Janice McKenzie Cole, Vice Chair
Tammy Miller-White Sue Weimar
Edward R. Muzzulin Mack E. Nixon

MEMBERS ABSENT: None

OTHERS PRESENT: Frank Heath, County Manager Will Crowe, County Attorney
Mary Hunnicutt, Clerk to the Board

After the Chairman called the meeting to order, Commissioner Muzzulin gave the invocation and the Chairman led the Pledge of Allegiance. The Chairman said that the first item of business was to hold two Public Hearings.

PUBLIC HEARINGS

Amending FY 2012-2013 Secondary Road Improvement Program

Chairman Hobbs opened the first Public Hearing stating that the purpose of the public hearing was to receive public comments on the changes requested to FY 2012-2013 Secondary Roads Improvement Program. It is their wish to use approximately \$25,000 from the Secondary Road Improvement Program to grade, drain, base, and pave SR 1468, Sassafras Street. There were ten (10) people present. The Chairman recognized County Manager Heath to explain the process. The Chairman asked if there were any questions from the Board or from the Public. The following questions/comments were made:

- Emerson Cullins: Mr. Cullins said that this addition was very much needed for the residents on Sassafras Street and hoped that the Board would proceed with the approval of this Resolution.

There being no further questions or comments from the Board and/or public, the Chairman closed the first Public Hearing and opened the second Public Hearing.

Financing for Waterline Installation from Pasquotank County R.O. Plant

Chairman Hobbs opened the second Public Hearing stating that the purpose of the public hearing was to receive public comments regarding the financing of the Perquimans County Water Supply from Pasquotank County R.O. Plant Project. The project consists of the installation of 20,500 LF (approx. 4 miles) of 12" water line, 2 high service pumps and chemical feed equipment to deliver 150,000 gallons per day of treated drinking water from Pasquotank County R.O. Plant to the Perquimans County Water System. The proposed financing will be a bank installment purchase loan in an amount up to 1.8 million. There were ten (10) people present. The Chairman recognized County Manager Heath to explain that the first requirement to obtain financing for this project is to hold a public hearing to authorize the County to proceed with the application through Local Government Commission (LGC). Mr. Heath provided a summary of the project and that they have now received the bids to install the waterline which will be discussed later in the meeting. This allows the County to make a better decision as to how much they need to apply for. The following Resolution was provided to the Commissioners in their Agenda packets:

RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION FOR APPROVAL OF A FINANCING AGREEMENT AUTHORIZED BY NORTH CAROLINA GENERAL STATUTE 160A-20

WHEREAS, the County of Perquimans, North Carolina desires to install 20,500 linear feet (approx. 4 miles) of 12" water line, 2 high service pumps and chemical feed equipment to deliver 150,000 gallons per day of treated drinking water from the Pasquotank County R.O. Plant to the Perquimans County Water System (the "Project") to better serve the citizens of Perquimans County; and

WHEREAS, The County of Perquimans desires to finance the Project by the use of an installment contract authorized under North Carolina General Statute 160A, Article 3, Section 20; and

WHEREAS, findings of fact by this governing body must be presented to enable the North Carolina Local Government Commission to make its findings of fact set forth in North Carolina General Statute 159, Article 8, Section 151 prior to approval of the proposed contract;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Perquimans County, North Carolina, meeting in regular session on the 2nd day of July, 2012, make the following findings of fact:

- 1. The proposed contract is necessary or expedient because of the need to supplement to drinking water supply for the citizens of Perquimans County.
2. The proposed contract is preferable to a bond issue for the same purpose because the amount of financing of up to \$1,800,000 exceeds the amount that can be prudently raised from currently available appropriations, unappropriated fund balances, and non-voted bonds in a timely manner.
3. The cost of financing under the proposed contract is expected to be less than the cost of issuing general obligation bonds.
4. The sums to fall due under the contract are adequate and not excessive for the proposed purpose because the County of Perquimans has compared the cost of constructing a new Reverse Osmosis facility against receiving water from an existing, permitted facility in a neighboring County.
5. The County of Perquimans' debt management procedures and policies are good because the procedures and policies fully comply with all statutory requirements involving debt management.
6. The County of Perquimans is not in default in any of its debt service obligations.
7. The attorney for the County of Perquimans has rendered an opinion that the proposed Project is authorized by law and is a purpose for which public funds may be expended pursuant to the Constitution and laws of North Carolina.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Chairman of the Perquimans County Board of Commissioners, County Manager, and Finance Officer are hereby authorized to act on behalf of the County of Perquimans in filing an application with the North Carolina Local Government Commission for approval of the Project and the proposed financing contract and other actions not inconsistent with this resolution.

This resolution is effective upon its adoption this 2nd day of July, 2012.

The motion to adopt this resolution was made by Commissioner _____, seconded by Commissioner _____, and passed by a vote of _____ to _____.

Benjamin C. Hobbs, Chairman

ATTEST:

Mary P. Hunnicutt, Clerk to the Board

This is to certify that this is a true and accurate copy of Resolution adopted by the Perquimans County Board of Commissioners on the 2nd day of July, 2012.

Mary P. Hunnicutt, Clerk to the Board

Date

The Chairman asked if there were any questions from the Board or from the Public. The following questions/comments were made:

- **Commissioner Muzzulin:** Mr. Muzzulin asked that, if the County decides to increase the need from 150,000 gallons of water a day will we need to change the pumps or are they upgradable. Bill Diehl, County Engineer, was present and answered that they were upgradable.
- **General Question:** The Board had heard that Pasquotank County was having some problems with the RO plant and the amount of iron in the water. They asked if we would be mixing their water with our water and would that cause a problem. Mr. Diehl said that we would be mixing it with our water. He further explained that Pasquotank County was working on their problems and should have it fixed before we start accepting any of their water. Mr. Heath said that, it was his understanding, this would help Perquimans County with their THM problems at the Winfall Water Treatment Plant. Bill Diehl also explained that the State is in the process of revising their requirements making them more stringent.
- **Commissioner Muzzulin:** Mr. Muzzulin asked if we knew what the mix was going to be. Mr. Diehl said that he did not know at this time.
- **Emerson Cullins:** Mr. Cullins asked what was the capacity of water through the 12” line. Mr. Diehl said that it would be about ½ million gallons per day.

There being no further questions or comments from the Board and/or public, the Chairman closed the Public Hearings at 7:00 p.m. and proceeded with the Regular Meeting.

AGENDA

The Agenda, as amended, was unanimously approved on motion made by Tammy Miller-White, seconded by Sue Weimar.

CONSENT AGENDA

Commissioners Weimar asked that the Minutes be removed for discussion and Commissioner Cole asked that State Holiday Schedule be removed. On motion made by Tammy Miller-White, seconded Janice McKenzie Cole, the Board unanimously approved the Consent Agenda, less the Minutes and State Holiday Schedule listed:

2. **Approval of Tax Refunds:**

PERQUIMANS COUNTY TAX RELEASES:

- **Proctor, Ambrose Willis**\$120.00
Vehicle double billed. Account Number: 8081115.

3. **Personnel Matters:**

Employee Name	Employee Job Title	Action Required	Grade/ Step	New Salary	Effective Date
Christopher Peters	Animal Control Officer	Resignation			6/30/12
Lillian Chappell	From F/T to P/T Telecommunicator	Status Change	60/7	\$13.20/hour	7/1/12
Louvinia Woodard	From P/T to F/T Telecommunicator	Promotion	60/7	\$27,452	8/1/12
Janet Holland	Public Information Assistant	Retirement			7/1/12
Sandra Willard	IMC II	FMLA		11 weeks	6/18/12
Yolanda Hall	Social Worker III	FMLA		2 weeks	6/18/12

4. **Board Appointments:** The following Board Appointments were requested:

NAME	BOARD	ACTION	TERM	EFFECTIVE DATE
Eason, Lula B.	Local Library Board (replaces Brenda Hollowell)	Appointment	4 yrs.	7/1/12
Leigh, Fondella	JCPC Council Members	Removed		7/1/12
Barnes, Clarence	JCPC Council Members	Removed		7/1/12
Blanchard, Terissa	Social Services Board (replaces Fondella Leigh)	Appointment	3 yrs.	7/1/12
Goss, Dave	Historic Hertford, Inc.	Resignation		7/1/12
Muzzulin, Edward	Historic Hertford, Inc. (completes Dave Goss' term)	Appointment	3 yrs.	7/1/12
Gordon, Nettie	Adult Care Home Committee	Appointment	3 yrs.	7/1/12

JUNE 4TH MINUTES

Commissioner Weimar requested the following change for the June 4th Minutes:

AMENDING SECONDARY ROAD IMPROVEMENT PROGRAM FOR FY 2012-2013

Last month, NCDOT presented their proposed FY 2012-2013 Secondary Road Improvement Plan. During the meeting, a question was asked about Sassafras Street (SR 1468) in Snug Harbor with regard to it being removed from their list. It was initially added to the NCDOT State Maintenance System on April 7, 2000 but was pulled off. NCDOT has notified the County that we will need to amend the FY 2012-2013 Secondary Road Improvement Plan to move funds from the Contingency Funds to grade, drain, base, and pave Sassafras Street (SR 1468). Board will need to authorize County Manager Heath to proceed with scheduling a Public Hearing in July, 2012 to amend the FY 2012-2013 Secondary Road Improvement Plan. On motion made by Sue Weimar, seconded by Tammy Miller-White, the Board unanimously authorized County Manager Heath to proceed with holding a Public Hearing in July to amend the FY 2012-2013 Secondary Road Improvement Program.

Commissioner Miller-White requested the following change for the June 4th Minutes:

EMERGENCY SERVICES BUILDING CHANGE ORDER

County Manager Heath reported that all the departments have moved into the new Emergency Services Building and the construction work has been completed. ColVot Construction Company is requesting Change Order No. 1 in the amount of \$25,922.94. Mr. Heath further reported that he has reviewed the Change Order and feels that it is legitimate and is well within our Budget. On motion made by Janice McKenzie Cole, seconded by Tammy Miller-White, the Board unanimously approved the Change Order in the amount of \$25,922.94. Commissioner Nixon asked that Mr. Heath request that contractors for future projects present their Change Orders on a monthly basis.

On motion made by Sue Weimar, seconded by Tammy Miller-White, the Board unanimously approved the June 4th Minutes as corrected.

APPROVAL OF 2013 STATE HOLIDAY SCHEDULE

Commissioner Cole requested that the 2013 State Holiday Schedule be removed from the Consent Agenda to discuss it. Ms. Cole asked if we always have mirrored the State Holiday Schedule in that at Christmas, the County Offices will be closed on Tuesday, Wednesday, and Thursday (December 24th, 25th, and 26th). She asked how effective will the work force be working the Monday and Friday. She said that she felt that it would be more advantageous for them to work Monday, Tuesday, Wednesday or Wednesday, Thursday, Friday. County Manager Heath said that in the Tax Office it would be the busiest time with people paying their taxes. He feels that everyone will be working diligently. Mary Hunnicutt, Clerk to the Board, explained that it would coincide with the dates the State is close and would be easier for the County to contact the State to obtain needed information. Sharon Ward, County Finance Officer, said that it would also be easier for attorneys from other counties to know when we were opened if we kept the same schedule as the State. Ms. Cole was okay with keeping the schedule as presented. On motion made by Edward R. Muzzulin, seconded by Tammy Miller-White, the Board unanimously approved the following 2013 State Holiday Schedule:

2013 HOLIDAY SCHEDULE		
HOLIDAY	OBSERVANCE DATE	DAY OF THE WEEK
New Year's Day	January 1, 2013	Tuesday
Dr. Martin Luther King, Jr. Day	January 21, 2013	Monday
Good Friday	March 29, 2013	Friday
Memorial Day	May 27, 2013	Monday
Independence Day	July 4, 2013	Thursday
Labor Day	September 2, 2013	Monday
Veterans Day	November 11, 2013	Monday
Thanksgiving	November 28 & 29, 2013	Thursday and Friday
Christmas	December 24, 25, 26, 2013	Tuesday, Wednesday, and Thursday

BILL DIEHL, COUNTY ENGINEER

Mr. Diehl, County Engineer, came to present his recommendations for the Perquimans County Water Supply from Pasquotank County R.O. Plant. He stated that this project will provide the necessary infrastructure to allow Perquimans County to pump 150,000 gallons per day of potable water from the Pasquotank County Reverse Osmosis (R.O.) Plant that was recently completed. This project is being funded completely by Perquimans County and consists of several different contracts. He advertised in the Perquimans Weekly on June 13, 2013 to have formal bids received on June 29, 2012. The required contracts are as follows:

Contract 1: Water Main Extension

This contract will install approximately 20,500 linear feet of 12" PVC water main from the intersection of Hurdletown Road and Old Hickory Road along Chapanoke Road and Foreman-Bundy Road to the Pasquotank County R.O. Plant. The contract completion time is established as 160 consecutive calendar days and liquidated damages are established as \$200 per calendar day. Mr. Diehl explained that he requested base bids and an Alternate #1 Bid which includes the base bid plus pigging the pipe to remove construction debris. Mr. Diehl said that he received the following bids for this contract:

Contractor's Name	Base Bid	Alternate #1 Bid
Herring-Rivenbark, Inc.	\$633,279.00	\$637,479.00
George Raper & Son	\$650,264.00	\$690,164.00
Sanford Contractors	\$671,834.00	\$678,764.00
TA Loving	\$738,707.00	\$770,207.00

Contract 2: Single Prime General Contract for Water Plant Improvements

This contract will install two high service pumps and associated controls, as well as chemical feed equipment at the Pasquotank County R.O. Plant. This equipment will enable Perquimans County to pump 150,000 gallons per day of potable water from the existing 2 million gallon clearwell into the Perquimans County Water System. Contract completion times have been established as 240 consecutive calendar days, and liquidated damages are established at \$1,000 per calendar day. Mr. Diehl handled this contract utilizing the informal bid process as allowed by North Carolina General Statutes. The Engineer estimated the contract at less than \$500,000, which is the threshold cost estimate for informal bids. Because the work is being performed inside the new Pasquotank County R.O. Plant, a general contract acceptable to both Pasquotank County and Perquimans County was selected and a Single Prime bid was received. The Single Prime bid process means that the general contract is responsible for all the construction, including electrical. George Raper & Son was the selected general contractor, and he utilized Pitt Electric as his electrical subcontractor. The sealed informal bid from George Raper & Son was opened and publicly read on June 29, 2012 at 10:00 a.m. The bid amount was \$450,972.00.

Contract 3: Railroad Crossing

This contract will install a 12" ductile iron carrier pipe inside a 24" steel casing pipe by the dry bore and jack method under the Chesapeake & Albemarle railroad tracks on Chapanoke Road near Parkway Ag. This work is to be performed during the last week in July and the first week in August 2012. The work performed will include the above referenced pipe under the tracks as well as complete pressure testing and disinfection of this line segment. Cutting the existing asphalt pavement on Parkway Ag and patching the cut areas as well as repairing the bore pit area on the church side of the crossing are included in this contract. Again, Mr. Diehl handled this contract utilizing the informal bid process as allowed by North Carolina General Statutes. Because of the truck schedule at Parkway Ag, this work must be performed and completed during the last week in July / first week in August or during the last two weeks in December. The Engineer recommended that the County have the work done in the summer window due to possible wet weather in December as well as the possibility of having problems obtaining asphalt in December. The schedule of the overall project would not allow including the railroad crossing in Contract 1 as the notice to proceed for Contract 1 will be at least the end of August due to the time required for bank bids and Local Government Commission (LGC) approval. An informal bid for this work was requested from George Raper & Son, which was submitted to the County in letter form on June 20, 2012. The bid amount was \$100,760.00.

Contract 4: SCADA

This contract will furnish and install the necessary radio controls at the Pasquotank County R.O. Plant to allow Perquimans County to automatically start and stop the Perquimans County pumps furnished by Contract 2 at the Pasquotank County R.O. Plant. This contract will be negotiated with Micro-Comm, Inc., who provides the SCADA system used by Perquimans County. Micro-Comm, Inc. manufactures the SCADA equipment that Perquimans County Water System utilizes. Because the control of the pumps and chemical feed equipment furnished in Contract 2 must be integrated into the existing SCADA system, an equipment package will be purchased from Micro-Comm, Inc.. The final equipment package and associated price has not been finalized at this time, but \$60,000 has been budgeted for this purchase and is believed to be sufficient.

Project Budget

Mr. Diehl presented the following bids that were received and resulted in the following project budget:

<u>Contract Bids</u>	<u>Bid Amounts</u>
Contract 1 Base Bid	\$ 633,279.00
Contract 2 Bid	450,972.00
Contract 3 Bid	100,760.00
Contract 4 Estimate	60,000.00
Engineering fees during construction	100,000.00
Contingencies (10%)	125,000.00
Legal & Administrative	30,000.00
Estimated Project Costs	<u>\$1,500,011.00</u>

An Add Alternate price was taken for Contract 1: Water Main Extension; this add alternate included the "pigging" of the 12" water main installed in Contract 1. The total contract amount for Contract 1 including the pigging was \$637,479.00, which is a \$4,200 cost for pigging, or \$.20 per linear foot. The Engineer recommends the pigging of the main so as to properly remove all contraction debris. If the commissioners elect to award Contract 1 with the Add Alternate price, the total project budget results would be as follows:

<u>Contract Bids</u>	<u>Bid Amounts</u>
Contract 1 Alternate Bid	\$ 637,479.00
Contract 2 Bid	450,972.00
Contract 3 Bid	100,760.00
Contract 4 Estimate	60,000.00
Engineering fees during construction	100,000.00
Contingencies (10%)	125,000.00
Legal & Administrative	30,000.00
Estimated Project Costs	<u>\$1,504,211.00</u>

Financing

Contracts 1 and 2, along with associated engineering fees, legal fees, and contingencies, will be financed utilizing funds borrowed by the installment purchase contract process. Contracts 3 and 4 will be paid for using water system reserve funds.

Engineer's Recommendations

- It is the recommendation of the engineer that the County award a unit price Contract 1: Water Main Extension – Alternate 1 in the total amount of \$637,479.00 to Herring-Rivenbark, Inc.

- It is the recommendation of the engineer that the County award a lump sum Contract 2: Single Prime General Contract for Water Plant Improvements in the total amount of \$450,972.00 to George Raper & Son, Inc.
- It is the recommendation of the engineer that the County award a lump sum Contract 3: Railroad Crossing in the total amount of \$40,760.00 to George Raper & Son, Inc.

County Manager Heath said that the Board could accept the bids and award them pending LGC approval. On motion made by Sue Weimar, seconded by Tammy Miller-White, the Board unanimously awarded the Contract 3 – Railroad Crossing to George Raper & Son, Inc. at a bid price of \$40,760.00 to be paid from Phase III Water System Reserve Funds. On motion made by Tammy Miller-White, seconded by Sue Weimar, the Board unanimously awarded Contract #1 – Water Main Extension – Alternate 1 to Herring-Rivenbank, Inc. at a bid price of \$637,479.00 and Contract #2 – Single Prime General Contract for Water Plant Improvements to George Raper & Son, Inc. at a bid price of \$450,972.00 pending LGC approval and attorney review of the contracts.

HOMERIA JENNETTE, TELECOMMUNICATIONS

Ms. Jennette presented her monthly report.

BILL JENNINGS, TAX ADMINISTRATOR

Bill Jennings presented his monthly report.

JARVIS WINSLOW, EMERGENCY MANAGEMENT COORDINATOR

Recently, the Red Cross approved the Perquimans County High School gym as our primary shelter during an emergency situation. It was the County’s understanding that the Middle School would be our secondary shelter. When Red Cross presented their contract to the Board of Education to use the High School gym as the primary shelter and Middle School as the secondary shelter, the Superintendent deleted the Middle School as a shelter and returned the changed contract to the Red Cross. The Contract had been reviewed by the County Attorney. It was the recommendation of the Board to have County Manager Heath contact the Superintendent and request that the Middle School be used as the secondary shelter and sign a revised contract with the Red Cross.

COMMISSIONER’S CONCERNS/COMMITTEE REPORTS

Commissioner Cole: The Board thanked Ms. Cole for keeping them informed of the matters being discussed at the Board meeting for East Carolina Behavioral Health. Ms. Cole said that they have a Board Retreat scheduled for August 29th and hopes to have all the questions answered and all the matters resolved.

UPDATES

County Manager Heath updated the Board on the following projects:

Water System Projects: County Engineer, Bill Diehl, had already updated the Board on the Water Projects.

Jail Project: Commissioner Muzzulin highlighted several items from his report: (1) The Federal inmate count for June was 48 compared to 49 in May; (2) The Commissioners reviewed the written request from Randy Keaton to return additional payment monies from last year. This matter will be considered in January provided that ADJ is in good financial shape; (3) A Public Hearing was held for the FY 2012-2013 Budget. No public was present and the budget was approved as presented; and (4) they are still having discussions with Chowan County concerning their joining ADJ.

Sewer District: County Manager Heath reported that the Public Hearing will be held at 6:00 p.m. on August 6th (prior to the Commissioners Regular Meeting) in the upstairs Courtroom of the Courthouse Annex Building. Mr. Heath reported that he is still waiting for the financial information that Mr. Nixon had requested and would forward it to the Commissioners as soon as he receives it. Commissioner Nixon asked that County Engineer, Bill Diehl, review the figures also. Mr. Diehl said that he would be glad to.

WATER PURCHASE CONTRACT – PASQUOTANK COUNTY

No action taken at this time.

AMENDING SECONDARY ROAD IMPROVEMENT PROGRAM FOR FY 2012-2013

On motion made by Sue Weimar, seconded by Tammy Miller-White, the Board unanimously approved the following Resolution amending the FY 2012-2013 Secondary Road Improvement Program adding Sassafras Street back to the NCDOT State Maintenance System:

**AMENDED RESOLUTION
2011-2012 Secondary Roads Improvement Programs
PERQUIMANS COUNTY**

Upon motion made by Tammy Miller-White, seconded by Edward R. Muzzulin and unanimously passed, the Board of Commissioners of Perquimans County adopted the following resolution at their Regular Meeting held on April 2, 2012 at 7:00 p.m. in the Commissioners’ Room located in the Perquimans County Courthouse Annex.

WHEREAS, the North Carolina Department of Transportation presented the actual FY 2011-2012 Secondary Roads Improvement Programs for Perquimans County totaling \$427,988.81 at a Public Hearing held on July 25, 2011; and

WHEREAS, Inter-County Volunteer Fire Department (VFD) has added onto their fire station and needs to asphalt their apron outside of their bay doors; and

WHEREAS, Inter-County Volunteer Fire Department (VFD) has estimated that the cost to asphalt their apron outside of their bay doors would be approximately \$24,000; and

WHEREAS, the Perquimans County Board of Commissioners provided proper advertisement and held another public hearing on a proposal to use approximately \$24,000 from the Secondary Road Improvement Program to asphalt Inter-County VFD’s apron outside of their bay doors at the Commissioner meeting on April 2, 2012; and

WHEREAS, NCDOT has now agreed to divide the amount between Pasquotank County and Perquimans County; and

WHEREAS, the Perquimans County Board of Commissioners desires to revise the 2011-2012 Secondary Road Improvement Program to use approximately \$12,000 from the Secondary Road Improvement Program to asphalt Inter-County VFD’s apron outside of their bay doors.

NOW THEREFORE BE IT RESOLVED this the 7th day of May, 2012, that the Perquimans County Board of Commissioners hereby approves the Secondary Road Improvement Program for Perquimans County for fiscal year 2011-2012 as amended to asphalt Inter-County VFD’s apron outside of their bay doors.

**NORTH CAROLINA
PERQUIMANS COUNTY**

I, Mary P. Hunnicutt, Clerk to the Board of Commissioners of the aforesaid State and County, hereby certify that the foregoing is a true and correct copy of the **RESOLUTION** adopted by the Board of Commissioners of Perquimans County at a Regular Meeting held on May 7, 2012 as the same appears on record in the Board Minute Book of the said Commission and filed in the Perquimans County Registry.

Witness my hand and official seal this 7th day of May, 2012.

Mary P. Hunnicutt, Clerk to the Board

EMERGENCY MANAGEMENT CONTRACTS

County Manager Heath explained that the following contracts have been reviewed by County Attorney High and are ready for Board action:

Debris Contract: On motion made by Mack E. Nixon, seconded by Tammy Miller-White, the Board unanimously approved the Debris Contract with Unified Recovery Group, LLC.

Monitoring Contract: On motion made by Tammy Miller-White, seconded by Edward R. Muzzulin, the Board unanimously approved the Monitoring Contract with True North Emergency Management, LLC.

RESPONSE – ROAD PETITIONS

For information purposes, the following responses from NC Department of Transportation were presented for road additions to the State Road Maintenance System:

Washington Drive – Heritage Shores: Their petition was approved by NCDOT to add Washington Drive to the State Maintenance System.

Brayden Drive, Landen Drive, & Syndi Street – Woodville Village: Their petition was denied due to: relocation of utilities; Verification of Compliance with Environmental Regulations; and the overall condition of the roads.

Donna Godrey, County Planner, brought to the Board's attention that there was some erroneous information on the Woodville Village Letter. Commissioner Nixon explained that this was a generic letter and some information did not get removed before mailing the letter. The results are the same; their request was denied.

ANNUAL CONTRACTS

The following annual contracts were considered for action:

Senior Nutrition Contract: County Manager Heath explained that this contract is between Perquimans County and Albemarle Commission to handle the Senior Nutrition Program at the Senior Center. The cost is \$8,611.38 for FY 2012-2013. On motion made by Janice McKenzie Cole, seconded by Sue Weimar, the Board unanimously approved the Senior Nutrition Contract for FY 2012-2013 at \$8,611.38.

Water Management Contract: County Manager Heath explained that this contract is between Perquimans County and Dwane Hinson to handle water management consulting services to meet the water management needs in Perquimans County. The contract is as follows:



Dwane Hinson
Wetland and Water Management Specialist
Soil Scientist (NC1190)
Phone: 252-482-4162
Cell: 252-337-4933
E-Mail:



Perquimans County Water Management Proposal:

Water management consulting services are proposed to meet the water management needs associated with Perquimans County. This position will meet the following **objectives**:

- **Serve as technical consultant to County Commissioners and Soil & Water Conservation District Supervisors (SWCD):**
 1. Make technical presentations to citizens on behalf of the County Commissioners for addressing drainage problems.
 2. Accompany Commissioners and County Manager as needed, meeting on-site with groups and individuals to address drainage needs.
 3. Assist SWCD Supervisors with special projects as requested the Supervisors and approved by the Board of Commissioners.
- **Implement Special Use Water Management Districts (SUWMD's):**
 1. Provide technical presentations for public meetings in conjunction with County Commissioners for the establishment of SUWMD's.
 2. Serve as a technical advisor for a County Water Management Committee.
 3. Coordinate efforts to generate outside funding sources for project development, such as utilizing USDA-RC&D resources for grants and GIS coordination.
 4. Provide technical leadership to each SUWMD's representatives to identify, design, plan and implement projects.
 5. Assist SUWMD's representatives with creek and river maintenance programs for clearing and snagging creeks and rivers.
- **Address drainage concerns of individuals or small groups of citizens:**
 1. Work with County Commissioners, County Manager, and Soil & Water Conservation Districts to provide assistance to individual landowners for solving drainage problems.
 2. Coordinate potential funding mechanisms with NC Ag Cost Share Program, CAMA, NC & US Dept of Marine Fisheries, and USDA-RC&D
- **Assist Perquimans County with implementing and further development of storm water ordinances and regulatory wetland laws.**
 1. Review plats for commercial development and work in conjunction with the county planners and SWCD to implement storm water ordinances.
 2. Provide technical guidance for rural planning (ten acre lots, individual lots, or roadside development) that circumvents storm water guidelines for urban areas.
 3. Provide consulting assistance to the County Commissioners in conjunction with the Health Department to address drainage concerns with septic tank regulations and issues with individual lots subject to flooding or severe drainage problems.

Services, Resources & Projected Costs:

Resources Provided By the LLC To Accomplish Goals and Objectives

- All transportation (**With county mileage supplement**)
- Field survey equipment,
- Computers,
- Design mapping and hydrology software for drainage evaluation
- Boats and 4-wheelers required for creek and waterway evaluations.

Cost, Hours, and "County Supplements" for Services Provided:

1. Hours and Cost:
Total hours are negotiable and adjustable as deemed necessary by County Commissioners. Base services will be provided for an average of 12 hours per week at a fee of \$30.00 per hour. Total work hours will be dictated by project activity and priorities set by the County Water Management Committee and a subsequent Plan of Work.
2. County Supplements:
 - A mileage supplement of 50.5 cents per mile will be allocated for use of trucks, boats, and four-wheelers required to perform surveys, visit landowners, and perform creek analysis. An estimate of the total miles will be posted in the Plan of Work.
 - Other supplements provided by the county would include a copy (under County License) of the Arc-View Program used by the county to manipulate the current GIS data base.

Management:

All activities will be dictated by weekly contact with the County Manager. The specifics for hours and supplements will be governed by the project activity generated by the County Water Management Committee, with subsequent approval by the full Board of County Commissioners. An hourly journal will be presented with billings.

Term

Unless terminated sooner, this agreement shall commence at the adoption by the Perquimans County Board of Commissioners and end on June 30, 2012, and can be renewed for one-year periods thereafter.

Adopted this the 2nd day of July, 2012.

Benjamin C. Hobbs, Chairman

Attest: _____
Mary Hunnicutt, Clerk to the Board

Dwane Hinson

Sue Weimar made a motion, which was seconded by Tammy Miller-White, to approve the above referenced contract with Dwane Hinson. Commissioner Cole asked that his base service rate is 12 hours at \$30.00 per hour plus mileage - is this only when he works? Mr. Heath said yes that was right. The Board unanimously approved the contract as presented.

Public Information Officer Contract: County Manager Heath presented the FY 2012-2013 contract with Thomas Ponte who is our Public Information Officer for Perquimans County Emergency Management. On motion made by Edward R. Muzzulin, seconded by Tammy Miller-White, the Board unanimously approved the following annual contract:

AGREEMENT

Agreement is hereby made between Perquimans County, North Carolina and Thomas Morris Ponte as set forth below according to the following terms, conditions and provisions.

- 1. Identity of Client Perquimans County Emergency Management
159 Creek Drive
Winfall, NC 27985
- 2. Identity of Contractor Thomas Morris Ponte
111 Green Ct W
Hertford, NC 27944
- 3. Work to be Performed Contractor agrees to provide services as the Public Information Officer for Perquimans County Emergency Management on a best efforts basis. This will include serving as media contact for planned events (exercises); emergencies and as a representative for any seminars, conferences or meetings involving Public Information for Perquimans County Emergency Management.
- 4. Terms of Payment Client shall pay the Contractor the sum of \$100.00 per month.
- 5. Expenses Client shall not be liable for any expenses paid or incurred by Contractor unless agreed to in writing.
- 6. Terms of Agreement The effective date of this agreement shall be July 1, 2012 and will terminate on June 30, 2013 and shall be renewed on a yearly basis. This contract can be terminated by either party with thirty (30) days written notice to the other party.

Client: Perquimans County Emergency Management
By: _____ Date: July 2, 2012

Contractor: Thomas M. Ponte
By: Thomas M. Ponte Date: June 15, 2012

Economic Development Consultant Contract: County Manager Heath presented the FY 2012-2013 contract with Dave Goss who is our Economic Development Consultant. The cost is \$1,583.00 per month for FY 2012-2013 plus the 2% annual percentage wage increase given to County employees. On motion made by Edward R. Muzzulin, seconded by Sue Weimar, the Board unanimously approved the following annual contract:

DAVID N. GOSS
Economic Development Consultant
125 Cashie Drive
Hertford, NC 27944

May 15, 2011

Frank Heath
County Manager
Perquimans County
P.O. Box 45
Hertford, NC 27944

Dear Frank:

Described below is a proposal [for the period July 1, 2012 through June 30, 2013 for me to continue to provide economic development consulting services to Perquimans County.

Work Program

- Serve as Perquimans County’s primary point of contact for perspective economic development inquiries.
- Provide staff liaison with the North Carolina Seafood Industrial Park Authority [NCSIPA] in the development of a marine industrial park within the Commerce Centre. During this fiscal year this activity will be primarily focused seeking potential businesses for the marine industrial park and developing capital grant applications for strategic marine industrial park infrastructure.
- Attend the International Workboat Show in New Orleans in December with NCSIPA and NC Department of Commerce representatives. [Travel related costs will be covered by North Carolina’s Northeast Commission]
- Continue to market the Perquimans County Commerce Centre to a variety of potential companies, but with a priority focus on marine, alternative energy, construction-related, and entrepreneurial entities.
- Continue to facilitate a new economic development initiative as part of Hertford’s NC Small Towns Economic Prosperity [STEP] initiative focused on developing “tourism as a business” within Perquimans County.
- Continue to facilitate the activities of a County Broadband Task Force to support the implementation of “last mile” fiber broadband service within Perquimans County in cooperation with applicable state and regional resources.
- Continue to support small entrepreneurial businesses with a primary focus on assisting existing small businesses to grow and attracting new downtown Hertford businesses.
- Assist County Manager with negotiations and follow-up with potential Commerce Centre land buyers and, where applicable, support buyers in their acquisition and development processes.
- Continue to be an active participant in the regional marketing efforts of the North Carolina Northeast Commissioner’s Northeast Economic Developers [N.E.E.D.] group.
- Assist Hertford and Winfall officials in their economic development initiatives (e.g., the leasing or sale of the Don Juan building; tourism-related programs) when authorized by the EDC.
- Where applicable, assist in the preparation of North Carolina economic development grant/loan applications for existing and potential businesses in Perquimans County.
- Assist Commerce Centre site buyers in the design and implementation of workforce development programs, if necessary, in cooperation with the Albemarle Commission, COA and ECSU’s SBTDC programs.
- Present periodic oral reports to the Board of Commissioners.
- Have an annual review of projects and evaluation of progress and performance with the County Manager.
- Undertake special projects as requested by the County Manager and/or the EDC.

Compensation

My proposed compensation for the above Work Program would be a retainer fee of \$1,583 a month [current compensation] that would cover my time and travel-related costs within the region. Because of the current revenue problems facing the County, I am not requesting an increase in my retainer fee. However, if County employees are given an annual percentage wage increase during the 2012-13 fiscal year, I request that this monthly retainer fee be increased by the same percentage amount. Not included would be any travel-related costs outside the region, membership fees for relevant economic development-related organizations and registration fees for trade shows/economic development conferences that I have authorization to attend from the County.

I continue to appreciate and enjoy the economic development consulting relationship I have had with Perquimans County. I look forward to a continuing productive relationship over the 12-month period from July 1, 2012 through June 30, 2013.

Sincerely,

David N. Goss
David N. Goss
(252) 426-3188
dng524@mchsi.com

Frank Heath, Perquimans County Manager

Administrator of Community-Based Youth Gang Violence Prevention Program Contract: County Manager Heath presented this contract between Perquimans County and Clayton Griffin who administers the Community-Based Youth Gang Prevention Grant Program. The cost is \$2,500 per month beginning on 1st of July through June 25, 2013. On motion made by Tammy Miller-White, seconded by Sue Weimar, the Board unanimously approved the following contract with Clayton Griffin to oversee the Community-Based Youth Gang Violence Prevention Program:

NORTH CAROLINA

CONTRACT FOR SERVICES

PERQUIMANS COUNTY

THIS AGREEMENT made and entered into this the 1st day of July, 2012, by and between PERQUIMANS COUNTY, hereinafter referred to as "the County", and CLAYTON H. GRIFFIN, SR., hereinafter referred to as the "Provider";

WITNESSETH:

THAT WHEREAS the County has received a State Grant from the North Carolina Department of Juvenile Justice and Delinquency Prevention to finance the Community-Based Youth Gang Violence Prevention Program; and

WHEREAS the County and the Provider wish to enter into an agreement, by which the Provider will provide Community-Based Youth Gang Violence Prevention services as an independent contractor;

NOW, THEREFORE, PERQUIMANS COUNTY and CLAYTON H. GRIFFIN, SR., agree as follows:

1. RESPONSIBILITIES OF THE PROVIDER.

a. As Provider, Clayton H. Griffin, Sr. will administer the Community-Based Youth Gang Violence Prevention Program in Perquimans County according to State of North Carolina guidelines.

b. As Provider, Clayton H. Griffin, Sr. will promptly complete and deliver all paperwork, including, but not limited to, monthly billings to the State, to be signed by the County Manager or Finance Officer of Perquimans County.

c. As Provider, Clayton H. Griffin, Sr. shall, during each fiscal year, make two (2) presentations to the Perquimans County Board of Commissioners as to the performance of the Community-Based Youth Gang Violence Prevention Program in Perquimans County.

2. TERM.

Unless sooner terminated, the term of this contact shall be for the period beginning July 1, 2012 and continuing through June 30, 2013. The Provider will provide a minimum of 32 hours per week, of which 11 hours are funded by JCPC/OJJ funding, except when he is observing County holidays. All holidays observed by the County shall be observed by the Provider.

3. CONTRACT PRICE.

Perquimans County shall pay the Provider as follows: \$2,500.00 monthly beginning on the 25th of July and on the 25th day of every month thereafter through June 25, 2013. If this contract is terminated prior to June 30, 2013, the Provider shall be paid through the date of termination, but not for any time thereafter.

4. TERMINATION.

This contract may be terminated at any time by the County of Perquimans or by the Provider, Clayton H. Griffin, Sr., upon written notice to the other.

5. WORKERS' COMPENSATION.

The Provider will be covered under Perquimans County's Workers' Compensation Program for the period of time covered by this Agreement.

6. FICA AND TAXES.

The Provider will be required to record and pay all of his Social Security taxes and to file and pay all of his North Carolina and Federal Income taxes.

7. INDEPENDENT CONTRACTOR.

The Provider, Clayton H. Griffin, Sr., shall at all times under this Agreement be considered an independent contractor with Perquimans County. The Provider understands that under this contract he is not a county employee and he shall not be eligible for any of the benefits of the employees of Perquimans County and that he shall not come under the rules of the Perquimans County personnel policy.

IN WITNESS WHEREOF, PERQUIMANS COUNTY has caused this agreement to be executed, in duplicate originals, by the Chairman of its Board of Commissioners and attested by the Clerk to the Board, and its seal to be hereunto affixed, the day and year first above written, and CLAYTON H. GRIFFIN, SR., has hereunto set his hand and seal, in duplicate originals, the day and year first above written.

PERQUIMANS COUNTY

By: _____
Chairman, Board of Commissioners of
Perquimans County

ATTEST:

Clerk to the Board

Clayton H. Griffin, Sr.

NORTH CAROLINA
PERQUIMANS COUNTY

I, _____, a Notary Public of the County and State aforesaid, certify that Mary P. Hunnicutt, personally came before me this day and acknowledged that she is Clerk to the Board of the Commissioners of Perquimans County, and that by authority duly given and as the act of said Board, the foregoing instrument was signed in its name by its Chairman, sealed with is corporate seal and attested by her as its Clerk.

Witness my hand and official stamp or seal, this _____ day of _____, 2012.

My commission expires: _____

Notary Public

NORTH CAROLINA
PERQUIMANS COUNTY

I, _____, a Notary Public of the County and State aforesaid, certify that CLAYTON H. GRIFFIN, SR., personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this _____ day of _____, 2012.

My commission expires: _____

Notary Public

Administrator of Restitution/Community Service Program Contract: County Manager Heath explained that this contract is between Perquimans County and Clayton Griffin who administers the Restitution/Community Service Program. The cost is \$10,800 per year. Commissioner Muzzulin said that on page 2 of the contract it states “. . . thereafter through June 25, 2012. If this contract is terminated prior to June 30, 2012, the Provider shall be paid through the date of termination, but not for any time thereafter.” He said that the year should be 2013 not 2012. On motion made by Tammy Miller-White, seconded by Sue Weimar, the Board unanimously approved the following contract with Clayton Griffin to oversee the Restitution/Community Service Program with the requested correction:

NORTH CAROLINA

CONTRACT FOR SERVICES

PERQUIMANS COUNTY

THIS AGREEMENT made and entered into as of July 1, 2012, by and between PERQUIMANS COUNTY, hereinafter referred to as “the County”, and CLAYTON H. GRIFFIN, SR., hereinafter referred to as the “Provider”;

WITNESSETH:

THAT WHEREAS the State of North Carolina has a program called the Restitution/ Community Service Program whereby juveniles who have been found delinquent engage in work in order to earn money which is then paid as restitution for their delinquent offense or offenses and/or engage in community service for said offense or offenses; and

WHEREAS the County is seeking to employ the Provider for the administration of the Restitution/Community Service Program in Perquimans County; and

THAT WHEREAS the Provider, as an independent contractor, is prepared to serve as the part-time Program Administrator for the Restitution/Community Service Program in Perquimans County; and

WHEREAS the County is eligible to receive a State Grant to finance the Restitution/ Community Service Program; and

WHEREAS the County and the Provider wish to enter into an agreement, by which the Provider will provide services as an independent contractor administering the Restitution/ Community Service Program for Perquimans County; and

NOW, THEREFORE, PERQUIMANS COUNTY and CLAYTON H. GRIFFIN, SR., agree as follows:

1. RESPONSIBILITIES OF THE PROVIDER.

(A) As Provider, Clayton H. Griffin, Sr. will administer the Restitution/ Community Services Program in Perquimans County according to State of North Carolina guidelines.

(B) As Provider, Clayton H. Griffin, Sr. will promptly complete and deliver all paperwork, including, but not limited to, monthly Client Tracking Forms (CTF) data to the State.

(C) As Provider, Clayton H. Griffin, Sr. shall, during each fiscal year, make two (2) presentations to the Perquimans County Board of Commissioners as to the performance of the Restitution/Community Service Program in Perquimans County.

2. TERM.

Unless sooner terminated, the term of this contact shall be for the period beginning July 1, 2012 and continuing through June 30, 2013. The Provider will provide services to complete the Restitution/Community Service Program as needed, except when he is observing County holidays. All holidays observed by the County shall be observed by the Provider.

3. CONTRACT PRICE.

Perquimans County shall pay to the Provider, the total of \$10,800.00, and represents 12 hours per week, which shall be paid as follows: \$900.00 on the 25th day of every month thereafter through June 25, 2012. If this contract is terminated prior to June 30, 2013 the Provider shall be paid through the date of termination, but not for any time thereafter.

4. TERMINATION.

This contract may be terminated at any time by the County of Perquimans or by the Provider, Clayton H. Griffin, Sr., upon written notice to the other.

5. WORKERS' COMPENSATION.

The Provider will be covered under Perquimans County's Workers' Compensation Program for the period of time covered by this Agreement.

6. FICA AND TAXES.

The Provider will be required to record and pay all of his Social Security taxes and to file and pay all of his North Carolina and Federal Income taxes.

7. INDEPENDENT CONTRACTOR.

The Provider, Clayton H. Griffin, Sr., shall at all times under this Agreement be considered an independent contractor with Perquimans County. The Provider understands that under this contract he is not a county employee and he shall not be eligible for any of the benefits of the employees of Perquimans County and that he shall not come under the rules of the Perquimans County personnel policy.

IN WITNESS WHEREOF, PERQUIMANS COUNTY has caused this agreement to be executed, in duplicate originals, by the Chairman of its Board of Commissioners and attested by the Clerk to the Board, and its seal to be hereunto affixed, the day and year first above written, and CLAYTON H. GRIFFIN, SR., has hereunto set his hand and seal, in duplicate originals, the day and year first above written.

PERQUIMANS COUNTY

By: _____
Chairman, Board of Commissioners of
Perquimans County

ATTEST:

Clerk to the Board

Clayton H. Griffin, Sr.
CLAYTON H. GRIFFIN, SR.

NORTH CAROLINA

PERQUIMANS COUNTY

I, _____, a Notary Public of the County and State aforesaid, certify that Mary P. Hunnicutt, personally came before me this day and acknowledged that she is Clerk to the Board of the Commissioners of Perquimans County, and that by authority duly given and as the act of said Board, the foregoing instrument was signed in its name by its Chairman, sealed with its corporate seal and attested by her as its Clerk.

Witness my hand and official stamp or seal, this _____ day of _____, 2012.

My commission expires: _____
Notary Public

NORTH CAROLINA

PERQUIMANS COUNTY

I, _____, a Notary Public of the County and State aforesaid, certify that CLAYTON H. GRIFFIN, SR., personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official stamp or seal, this _____ day of _____, 2012.

My commission expires: _____
Notary Public

NCACC ANNUAL CONFERENCE VOTING DELEGATE

On motion made by Tammy Miller-White, seconded by Janice McKenzie Cole, the Board unanimously appointed Sue Weimar as the Voting Delegate to the NCACC Annual Conference in August.

RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION FOR APPROVAL OF A FINANCING AGREEMENT AUTHORIZED BY NORTH CAROLINA GENERAL STATUTE 16-A-20

Sue Weimar made a motion, which was seconded by Edward R. Muzzulin, to adopt the Resolution to proceed to make application to Local Government Commission for funding of the Water Line from Pasquotank County R.O. Plant Project. Commissioner Cole and County Attorney Crowe had several questions. After some discussion, the Board unanimously approved the following Resolution:

RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION FOR APPROVAL OF A FINANCING AGREEMENT AUTHORIZED BY NORTH CAROLINA GENERAL STATUTE 160A-20

WHEREAS, the County of Perquimans, North Carolina desires to install 20,500 linear feet (approx. 4 miles) of 12” water line, 2 high service pumps and chemical feed equipment to deliver 150,000 gallons per day of treated drinking water from the Pasquotank County R.O. Plant to the Perquimans County Water System (the “Project”) to better serve the citizens of Perquimans County; and

WHEREAS, The County of Perquimans desires to finance the Project by the use of an installment contract authorized under North Carolina General Statute 160A, Article 3, Section 20; and

WHEREAS, findings of fact by this governing body must be presented to enable the North Carolina Local Government Commission to make its findings of fact set forth in North Carolina General Statute 159, Article 8, Section 151 prior to approval of the proposed contract;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Perquimans County, North Carolina, meeting in regular session on the 2nd day of July, 2012, make the following findings of fact:

1. The proposed contract is necessary or expedient because of the need to supplement to drinking water supply for the citizens of Perquimans County.
2. The proposed contract is preferable to a bond issue for the same purpose because the amount of financing of up to \$1,800,000 exceeds the amount that can be prudently raised from currently available appropriations, unappropriated fund balances, and non-voted bonds in a timely manner.
3. The cost of financing under the proposed contract is expected to be less than the cost of issuing general obligation bonds.
4. The sums to fall due under the contract are adequate and not excessive for the proposed purpose because the County of Perquimans has compared the cost of constructing a new Reverse Osmosis facility against receiving water from an existing, permitted facility in a neighboring County.
5. The County of Perquimans’ debt management procedures and policies are good because the procedures and policies fully comply with all statutory requirements involving debt management.
6. The County of Perquimans is not in default in any of its debt service obligations.
7. The attorney for the County of Perquimans has rendered an opinion that the proposed Project is authorized by law and is a purpose for which public funds may be expended pursuant to the Constitution and laws of North Carolina.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Chairman of the Perquimans County Board of Commissioners, County Manager, and Finance Officer are hereby authorized to act on behalf of the County of Perquimans in filing an application with the North Carolina Local Government Commission for approval of the Project and the proposed financing contract and other actions not inconsistent with this resolution.

This resolution is effective upon its adoption this 2nd day of July, 2012.

The motion to adopt this resolution was made by Commissioner Sue Weimar, seconded by Commissioner Edward R. Muzzulin, and passed by a vote of six (6) to zero (0).

Benjamin C. Hobbs, Chairman

ATTEST:

Mary P. Hunnicutt, Clerk to the Board

This is to certify that this is a true and accurate copy of Resolution adopted by the Perquimans County Board of Commissioners on the 2nd day of July, 2012.

Mary P. Hunnicutt, Clerk to the Board

Date

PUBLIC COMMENTS

Emerson Cullins: Mr. Cullins stated that he sees more computers on the desk at the Commissioners’ meetings. Is the Board moving toward using these instead of the paper Agendas? Commissioner Hobbs explained that they are hoping to have notebooks for all the Commissioners after the December meeting.

Donna Godfrey: Ms. Godfrey asked that the Board mark their calendars for a joint meeting with the Planning Board on the 5th Monday, July 30th.

ADJOURNMENT

There being no further business to discuss, the Regular Meeting was adjourned by the Chairman at 8:15 p.m.

Benjamin C. Hobbs, Chairman

Clerk to the Board
