

NAME	SPECIALTY	NAME	SPECIALTY
Bass, Billy	Fire	Nelson, Wallace	Elected Official (Perquimans)
Beachboard, Leslie	Press	Nixon, Jonathan	EM/EMS/911
Brewster, Sue	CERT (Shores at LE)	Overman, Barry	Fire
Brittingham, Richard	EM/Fire/RRT-1	Palmer, Cordell	EM/LE
Cartwright, Michael	Fire	Perquimans SO Rep.	Law
Chaney, Susan	DSS	Ponte, Tom	EM
Chowan SO Rep	Law	Smith, Lewis	Owner/Operator (Parkway Ag)
Hollowell, Ralph	Environmental	Solesbee, Julie	EM/Press
Kehayes, Alex	Elected Official (Chowan)	Spruill, Mary	Volunteer
Lafon, David	Fire/Law	Stoop, Ashley	Health Dept.
Levine, Miki	CERT (Albemarle)	Ward, Paul	NCDA (Environmental)
Long, Rick	Fire (NC Forestry)	Williams, Tonya	Hospital
McKeever, Jim	CERT (Deep Creek)	Winn, Billy	NCEM
NCHP Rep	Law	Winslow, Jarvis	EM

7. Mr. Robert Lacy, Area Ranger, provided a written FY 2020-2021 Annual Report for NC Forest Services.

INTRODUCTION OF NEW EMPLOYEES

The following employee was introduced to the Board:

1. **Rhonda Repanshek:** Rhonda Repanshek, Planner, introduced Trevor Miles, Planning Assistant, who was hired on November 1, 2021. After Ms. Repanshek made a few comments, Mr. Miles thanked the Board for giving him the opportunity to work with Perquimans County. The Chairman and Board welcomed Mr. Miles to Perquimans County.

PRESENTATION OF FY 2020-2021 AUDIT

Chairman Nelson recognized Donna Winborne, Auditor. Ms. Winborne distributed hard copies of the Audit and explained that they were able to keep their copies this year because the Local Government Commission (LGC) had approved it. She reviewed the audit and explained that there were some things that she needed to report. This year, LGC looked at their Financial Performance Indicators. She explained to the Board what the Financial Performance Indicators were. She explained that the only response letter that the County has been requested to write has to do with the Water Fund and it needed to address what the County is doing to correct this problem. Ms. Winborne and Mr. Heath explained that the Board had already taken measures in this year's budget to remedy this situation. That is why they increased the water rates for FY 2021-2022. This will rectify this problem for next year's audit. After answering several questions, Ms. Winborne thanked Frank Heath, County Manager, Tracy Mathews, Finance Officer, and County Staff for their assistance in preparing the audit. There being no further questions or comments, Chairman Nelson asked for a motion to accept the FY 2020-2021 Audit as presented. On motion made by T. Kyle Jones, seconded by Fondella A. Leigh, the FY 2020-2021 Audit was unanimously approved as presented.

COMMISSIONER'S CONCERNS/COMMITTEE REPORTS

The following commissioners' concerns and committee reports were provided:

- **Commissioner Lennon:** Mr. Lennon updated the Board on the Tourism Development Authority (TDA). He stated that Ms. Layden is doing a great job and that they are still looking for members to serve on the TDA. He asked County Manager Heath to provide an update on the renovations for the Perquimans County Museum. Mr. Heath explained that they had completed the exterior painting, the new flooring came in today, and they hope to get it installed this week. He is going to be working with Ms. Layden to hold an Open House once the renovations are completed. He felt that it would probably be sometime in January.
- **Chairman Nelson:** Mr. Nelson explained that the Board is operating under an abbreviated Rules & Procedures. He mentioned that he was wondering if the Board would be interested in revisiting the current Rules & Procedures and consider adopting them every year, especially in the years that there is an election of new commissioners. He mentioned the UNC Publication entitled, "Suggested Rules of Procedure for the Board of County Commissioners" by Trey Allen, and asked if the Board members had a copy of this publication. The Board said that it might be beneficial to revisit them. The Chairman asked Ms. Hunnicutt to order a copy of the publication and forward a copy of our current Rules & Procedures for the Board to review.

UPDATES FROM COUNTY MANAGER

County Manager Heath presented the following updates:

- **Senior Center:** Mr. Heath explained that they have finished the conversion of the Cole Law Office Suite at the Senior Center allowing an additional area for them to hold their Zumba, etc. classes leaving the other area available for other events. He encouraged the Board to go out to the Senior Center and check out this renovation.
- **Grant Funding Updates:**
 - **Atlantic Telephone Membership Corporation (ATMC) Grant Application:** Mr. Heath updated the Board on the ATMC grant application to extend broadband services to residents of Perquimans County concentrating on the Belvidere and New Hope areas. He stated that they have not received the final decision but have been receiving questions regarding the application. He said that he would keep the Board informed.
 - **Perquimans County Marine Basin Project:** Mr. Heath reported that the \$4 million funding for this project has been included in the State Budget. He will keep the Board informed of the progress.
 - **Town of Hertford Harbor Town Ferry Project:** County Manager Heath explained that Rep. Goodwin said that the Ferry project had received \$5 million in the budget for the establishment of this ferry system that includes a stop in the Town of Hertford. He also mentioned that we were still working with Rep Goodwin on the S-bridge truss preservation and relocation and that Rep. Goodwin told Mr. Heath that the funds had been designated for that activity as well.
- **Monument of the Confederate Dead Update:** Mr. Heath explained Chairman Nelson, Vice Chair Leigh and he have continued to hold meetings and they are still gathering information to assist the Board in making their decision.

ELECTION OF CHAIRMAN/VICE CHAIR

Will Crowe, County Attorney, acting as Temporary Chairman of the meeting, opened the floor for nominations for Chair/Chairman of the Board. Fondella A. Leigh nominated Wallace E. Nelson as Chairman. Charles Woodard seconded the nomination. Mr. Crowe asked if there were any other nominations. There being none, Mr. Crowe called for a vote. The Board unanimously appointed Wallace E. Nelson as Chairman. Mr. Crowe opened the floor for nominations for Vice Chair/Chairman of the Board. Joseph W. Hoffer nominated Fondella A. Leigh as Vice Chair. T. Kyle Jones seconded the nomination. There being none, Mr. Crowe called for a vote. The Board unanimously appointed Fondella A. Leigh as Vice Chair. Mr. Crowe turned the meeting over to the newly re-elected Chairman, Wallace E. Nelson.

BELVIDERE CONVENIENCE SITE LEASE AGREEMENT & MEMORANDUM OF LEASE

The County currently leases the Belvidere Convenience site property from L. Clinton Winslow, Jr. and Catherine Goodwin Winslow who are now deceased. The heirs of the property, Lynwood Winslow and Anna E. Winslow Sanders are willing to continue this lease agreement. On motion made by Fondella A. Leigh, seconded by Charles Woodard, the Board unanimously approved the following Lease Agreement and Memorandum of Lease for the Belvidere Convenience Site:

NORTH CAROLINA

LEASE AGREEMENT

PERQUIMANS COUNTY

THIS AGREEMENT, made this the 6th day of December, 2021, by and between Lynwood Winslow and Anna E. Winslow Sanders, with an address of 1209 Belvidere Road, Belvidere, NC 27919, Lessor and PERQUIMANS COUNTY, a body politic and corporate of the State of North Carolina, whose address is PO Box 45, Hertford, NC 27944, lessee;

WITNESSETH

THAT WHEREAS, the Lessor is the owner of the property hereinafter described and wishes to lease said property to the Lessee as a site for a Solid Waste Collection and Recycling Center; and

WHEREAS, this site is locate in Belvidere Township, Perquimans County, North Carolina and is to be made available for the collection of solid waste at such times as the Lessee shall deem appropriate; and

WHEREAS, Perquimans County plans to build and maintain the same, including, but not limited to, the addition of marl, cement slabs for roll-off containers and compactors, fencing with green stripping and the planting of shrubbery along the perimeter of the fence for screening purposes only, except at the entrance along the road and where screening is deemed to be unnecessary by the Lessee.

NOW THEREFORE, the Lessor, subject to the terms and conditions hereinafter set forth, does hereby let and lease unto the Lessee, the following described property in Belvidere Township, Perquimans County, North Carolina.

- 1) The 28,383.5898 square foot lot shown on the plat of Edward T. Hyman, Jr., Reg. surveyor, entitled "Property Being Conveyed to Perquimans County, Belvidere Township, Perquimans County, Belvidere Township, Perquimans County, NC," dated March 26, 1993, a copy of which is recorded at Book 151 Page 5 of the Perquimans County Registry.
- 2) A right of way 30 feet in width extending from the western edge of the right of way of Sandy Cross Road (S.R. 1001) to the eastern boundary of the above-described lot and being shown on the aforesaid plat as "30' R/W (15' on Center). This right of way shall be for the benefit of the Lessee, its agents, assigns and such other persons as the Lessee shall allow to use it. The Lessors shall retain the right to use the 15 foot wide area in the front of, that is, on the eastern side of the Solid Waste Center site for the purpose of ingress and egress to the property adjoining said site and the lessors shall have right to enter their property through the 30 foot wide right of way referred to above.

The terms and conditions of this lease are as follows:

- 1. **TERMS.** The term of this lease shall be for 10 years, beginning December 1, 2021 and extending through December 1, 2031.
- 2. **RENT.** The lessee shall pay to the Lessor as rent for the above described lot the sum of \$1,562.50 per year on December 1 of each year of this lease beginning December 1, 2021. The first year's rent under this agreement has already been advanced to the Lessor on 10-8-2021.
- 3. **CONSTRUCTION.** The Lessee shall maintain a fence at least 6 feet high with green stripping and shall plant shrubbery, as screening, around the outer perimeter of the fence, except at the road entrance or entrances and where the Lessee deems screening unnecessary. The Lessee shall have the right to install marl or asphalt of depth deemed sufficient by the Lessee for traffic usage, to install cement pads as it deems appropriate and install or construct all other facilities, structures and equipment which it deems necessary or appropriate in order to operate and maintain a Solid Waste Collection and Recycling Center.
- 4. **PURPOSE.** The lessee shall use the above described tract only as a site for Solid Waste Collection and Recycling Materials Collection. All items above will be taken to a permanent disposal or recycling site.
- 5. **OPERATION AND AVAILABILITY.** The Lessee shall have the right to operate or cause to be operated by a third party contractor the aforesaid Solid Waste Collection and Recycling Center and to make it available to such persons, upon such terms and at such hours as the Lessee deems appropriate.
- 6. **MAINTENANCE.** The Lessee shall provide all maintenance required in order to keep said site in a presentable condition.
- 7. **TERMINATION.** The Lessor shall have the right to terminate this lease if the lessee defaults as to any of the terms of this agreement and if written notice is given to the Lessee of the Lessee's default under the terms of this agreement and the Lessee does not cure the default within 90 days immediately after such notice. The Lessee shall have the right to terminate this lease upon 90 days written notice to the Lessor and upon such termination shall have no obligation to pay rent for additional years remaining on the lease.
- 8. **OPTION TO EXTEND.** The Lessee shall have the option to extend the lease granted herein for an additional term of 10 years upon the same terms as set out herein, except there shall be no option to extend beyond the additional term and except for the amount of rent which shall be \$1,953.13 per year for each year of the additional term. This option may be exercised by the payment of the first year's rent under the extended term, by written notice to the Lessee of such exercise prior to the end of any term or by continuing to operate the center following the end of a term.
- 9. **RETURN OF PROPERTY.** If the Lessor shall within the 30 days immediately following the termination of the lease granted herein or within 30 days of the termination of any extension thereof, deliver to the Lessee a written request to restore the property described above to approximately the same condition in which it was received at the beginning of this lease, the Lessee shall, within 120 days immediately after receipt of such written request of the Lessor, comply with such request. If such request is not made within the 30 day period immediately following the termination of the lease or of an extension thereof, the lessor shall be deemed to have waived their rights to have the property returned to the said condition. No such request may be made while the lease or any extension thereof is in effect.
- 10. **LIABILITY.** The Lessee shall indemnify and hold the Lessor harmless of and from all liability for property damage and personal injury arising from the acts of the lessee, its agents or employees, at the above-described site.
- 11. **NOTICES.** All notices and correspondence between the Lessor and the lessee shall be deemed sufficient if addressed as follows:
 - A. To the Lessor:
1209 Belvidere Road
Belvidere, NC 27919
 - B. To the Lessee:
County Manager
PO Box 45
Hertford, NC 27944
- 12. **PARTIES.** This agreement shall be binding and shall inure to the benefit of the Lessor, the Lessee and their heirs, successors and assigns.

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this instrument to be executed in duplicate, originals, one of which shall be retained by the Lessor and one of which shall be retained by the Lessee.

Lynwood Winslow, Lessor

Anna E. Winslow Sanders, Lessor

Perquimans County, Lessee

Chairman, Board of Commissioners
Of Perquimans County

Clerk to the Board of Commissioners

STATE OF NORTH CAROLINA
COUNTY OF _____

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

Witness my hand and official stamp or seal, this ____ day of _____, 202__.

Notary Public

My Commission Expires: _____

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, a Notary Public of the County and State aforesaid, certify that _____ personally appeared 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 and its name by its Chairman, sealed with the corporate seal and attest by her as its Clerk.

Witness my hand and official stamp or seal, this ____ day of _____, 202__.

Notary Public

My Commission Expires: _____

Memorandum of Lease

This Memorandum of Lease is entered into by and between Lynwood Winslow and Anna E. Winslow Sanders, with an address of 1209 Belvidere Road, Belvidere, NC 27919, Lessor and PERQUIMANS COUNTY, a body politic and corporate of the State of North Carolina, whose address is PO Box 45, Hertford, NC 27944, lessee;

DEMISE. By a certain lease dated 12/6/2021 (the "Lease") between Lessor and Lessee, Lessor has leased to Lessee, and Lessee has leased from lessor, the Premises describe as follows:

1) The 28,383.58899 square foot lot shown on the plat of Edward T. Hyman, Jr., Reg. surveyor, entitled "Property Being Conveyed to Perquimans County, Belvidere Township, Perquimans County, Belvidere Township, Perquimans County, NC," dated March 26, 1993, a copy of which is recorded at Book 151 Page 5 of the Perquimans County Registry.

2) A right of way 30 feet in width extending from the western edge of the right of way of Sandy Cross Road (S.R. 1001) to the eastern boundary of the above-described lot and being shown on the aforesaid plat as "30' R/W (15' on Center). This right of way shall be for the benefit of the Lessee, its agents, assigns and such other persons as the Lessee shall allow to use it. The Lessors shall retain the right to use the 15 foot wide area in the front of, that is, on the eastern side of the Solid Waste Center site for the purpose of ingress and egress to the property adjoining said site and the Lessors shall have right to enter their property through the 30 foot wide right of way referred to above.

All provisions of the Lease are incorporated herein by reference.

- 1. **TERM.** The term of the Lease is for a period of ten years, commencing on December 1, 2021 and ending on December 1, 2031.
- 2. **OPTION TO RENEW.** Upon the expiration of the initial term, Lessee has the right and option to renew the lease. If so renewed by lessee, the lease term shall extend to December 1, 2041.

IN WITNESS WHEREOF, this Memorandum of Lease is executed under seal on the ____ day of _____, _____.

LESSOR

(Seal)
Lynwood Winslow

(Seal)
Anna E. Winslow Sanders

ATTEST: _____

Clerk to the Board of Commissioners of
Perquimans County, North Carolina

LESSEE

Perquimans County

(Seal)
Chairman, Board of
Commissioners of Perquimans
County, North Carolina

STATE OF _____
COUNTY OF _____

In _____, on the ____ day of _____, _____, before me, a Notary Public in and for the above state and county, personally appeared _____, known to me or proved to be the person named in and who executed the foregoing instrument, and being first duly sworn, such person acknowledged that he or she is executed said instrument for the purposes therein contained as his or her free and voluntary act and deed.

NOTARY PUBLIC

My Commission Expires: _____

(SEAL)

BANK RESOLUTION & SIGNATURE STAMP

Due to no change in Chairman, the Board was not required to approve a Resolution and Agreement for Deposit Account and Bank/Corporate Services.

PUBLIC COMMENTS

There were no public comments.

CLOSED SESSION: TO DISCUSS AN ECONOMIC DEVELOPMENT MATTER, CONSULT WITH OUR ATTORNEY, AND CLOSED SESSION MINUTES

Chairman Nelson stated that, pursuant to NC General Statute 143-318.11(3)(4), the Board went into Closed Session to discuss an economic development matter, consult with our attorney, and closed session minute approval. On motion made by Fondella A. Leigh, seconded by Alan Lennon, the Board unanimously voted to go into Closed Session.

The Closed Session was adjourned and the Regular Called Meeting reconvened on motion made by Charles Woodard, seconded by Fondella A. Leigh, and unanimously approved by the Board.

No action was required from the Closed Session.

ADJOURNMENT

There being no further comments or business to discuss, the Regular Meeting was adjourned at 9:10 p.m. on motion made by Alan Lennon, seconded by Charles Woodard.

Wallace E. Nelson, Chairman

Clerk to the Board
