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**REGULAR MEETING**  
 July 7, 2014  
 6:55 p.m.

The Perquimans County Board of Commissioners met in a regular meeting on Monday, July 7, 2014, at 6:55 p.m. in the Commissioners' Room located on the first floor of the Perquimans County Courthouse Annex.

**MEMBERS PRESENT:** Janice McKenzie Cole, Chair Edward R. Muzzulin, Vice Chairman  
 Benjamin Hobbs Kyle Jones  
 Matthew Peeler Tammy Miller-White

**MEMBERS ABSENT:** None

**OTHERS PRESENT:** Frank Heath, County Manager Mary Hunnicutt, Clerk to the Board

After the Chair called the meeting to order, she asked Commissioner Miller-White to give the invocation and she then led in the Pledge of Allegiance. Ms. Cole said that the first item of business was to hold a public hearing.

**PUBLIC HEARING**

Recombination Application No. NZV-14-02, requested by Alan V. Crouch

Chair Cole opened the Public Hearing stating that the purpose of the public hearing was to receive citizens' comments to consider the Recombination Application No. NZV-14-02, requested by Alan V. Crouch to combine Lots 32 and 33 of Holiday Island, Section "C" into one single lot (lots zoned RA-25, Residential & Agricultural District, located at or near 241 Tranquility Lane and known as Tax Parcel Numbers 2-D082-C032-HI and 2-D082-C033-HI). There were sixteen (16) people present. The Chair recognized Donna Godfrey, County Planner, who gave an overview of the Recombination Request. At their June 10, 2014 meeting, the Planning Board recommended approval of the Recombination Request No. NZV-14-02 requested by Alan V. Crouch. Ms. Godfrey said that the applicants were present if they needed to ask any questions. Chair Cole asked if anyone would like to speak. There being none, Chair Cole closed the Public Hearing and proceeded with the Regular Meeting at 7:00 p.m.

**AGENDA**

The Agenda, as amended, was unanimously approved on motion made by Tammy Miller-White, seconded by Edward R. Muzzulin.

**CONSENT AGENDA**

Chair Cole explained that we needed to delete the Recreation Advisory Board appointment and Ms. Hunnicutt, Clerk to the Board, explained that we needed to add Kathy Matthews to the Consent Agenda. Her Employee Action Form was included in the Agenda Packet but was inadvertently left off the list in the Consent Agenda. With the changes, the Board stated that the following amended items were considered to be routine and were unanimously approved on motion made by Matthew Peeler, seconded by Benjamin C. Hobbs.

1. **Approval of Minutes:** June 2, 2014 Regular Meeting and June 16, 2014 Special Called Meeting
2. **Personnel Matters:**

Employee Name	Employee Job Title	Action Required	Grade/Step	New Salary	Effective Date
Jennifer Patterson	EMT-B Rescue	Appointment	63/1	\$13,54/hour	6/1/2014
Richard Browder	Deputy	Appointment	65/4	\$33,091	7/1/2014

3. **Step & Merit Increases:**

Employee Name	Employee Job Title	Grade/Step	New Salary	Effective Date
William Felton	Supervisor - Buildings & Grounds	62/8	31,970	7/1/14
Mary Hunnicutt	Secretary/Clerk to the Board/Personnel Officer	65/7	35,592	7/1/14
Homeria Jennette	Chief of Communications	64/16	42,435	7/1/14
Tracy Mathews	Assistant Finance Officer	65/7	35,592	7/1/14
Jonathan A. Nixon	EMT-I	66/4	16.63	7/1/14
Virgil Parrish	Chief Inspector	71/14	55,000	7/1/14
Sharon Ward	Finance Officer	72/12	54,735	7/1/14
Kathy Matthews	Water Clerk	61/8	30,592	7/1/14
Lillian Chappell	Telecommunicator	60/8	14.08/hr.	7/1/14
Joanne Avery	Public Information Assistant IV	59/2	24,200	7/1/14
Angela Jordan	Social Work Supervisor III	73/2	44,818	7/1/14
Debbie Proctor	Secretary	61/9	31,338	7/1/14
Faye Myers	Secretary/Senior Citizen	60/5	27,201	7/1/14
Ray Fesperman, Jr.	Sergeant	67/5	37,017	7/1/14
Kendall Harrell	Sergeant	67/7	38,867	7/1/14
Quinton Jordan, Jr.	Deputy Sheriff (Certified)	65/8	36,481	7/1/14
Thomas Reid	Deputy Sheriff (Certified)	65/7	35,592	7/1/14
Shelton White	Deputy Sheriff/Investigator	68/8	41,632	7/1/14
Helen L. Hunter	DMV Tax Clerk	58/7	26,156	7/1/14
Debbie Stallings	Assistant Tax Administrator	66/10	40,030	7/1/14

4. **Board Appointment:**

NAME	BOARD	ACTION	TERM	EFFECTIVE DATE
Archie Aples, III	Local Library Board	Appointment	4 yrs.	7/1/2014

5. **Budget Amendment:**

**BUDGET AMENDMENT NO. 1  
 GENERAL FUNDS**

CODE NUMBER	DESCRIPTION OF CODE	AMOUNT	
		INCREASE	DECREASE
10-348-033	State Grants - Senior Medicare	1,211	
10-615-146	SHIP (Senior Health Insurance Program)	1,211	
<b>EXPLANATION:</b> To budget exact amount (\$3,857) to be received in SHIP for FY 2014-2015.			

6. **Approval of State Holiday Schedule** – The Board approved the following list of 2015 State Holidays:

HOLIDAY	OBSERVANCE DATE	DAY OF WEEK
New Year's Day	January 1, 2015	Thursday
Dr. Martin Luther King, Jr. Day	January 19, 2015	Monday
Good Friday	April 3, 2015	Friday
Memorial Day	May 25, 2015	Monday
Independence Day	July 3, 2015	Friday
Labor Day	September 7, 2015	Monday
Veterans Day	November 11, 2015	Wednesday
Thanksgiving	November 26 & 27, 2015	Thursday and Friday
Christmas	December 23, 24, 25, 2015	Wednesday, Thursday, and Friday

**INTRODUCTION OF NEW EMPLOYEES**

Larry Chappell, Captain of EMS, introduced C. J. Wilson who was appointed as their Full-Time EMT-I.

**BEVERLY MITCHELL**

Ms. Mitchell, resident on Riverwood Drive, is requesting County water on her street. She and all her neighbors would like to know why they cannot get County water. She has lived on Riverwood Drive for over 20 years and has requested this several times but still does not have County water. She said that she is on well water and is now on her third chemical machine and her third sets of toilets and sinks. This is due to the nasty stains that come about by using well water. She and Ms. Roberts have jacuzzis that they cannot use because of the chemicals in the water. Ms. Roberts who also lives on Riverwood Drive even brought a sample of her water and let the Commissioners smell it. They both said that it can affect their health. There are 20 or more houses on Riverwood Drive. Many of their neighbors have skin problems. Ms. Mitchell was told that one of the chemicals is manganese. Today, she was referred to Brandon Shoaf, Town Manager of Hertford, whom she talked to today. He explained to her that Stevenson Drive, the road behind her house, has city water which she could not understand because of it being in the County. Mr. Shoaf also told her that she could get city water for \$4,000 plus \$1,000 to tap into the road behind them. They do not want city water; they want County water because that is where she pays taxes. Since the Board consists of new members, Chair Cole asked Commissioner Hobbs if he had any knowledge of this. He said that he has served on the Board for 16 years and this was the first he had heard of it. She said that she has talked to the Tax Department who sent her to the Courthouse. She has been back and forth on this issue and the paving of the road. Frank Heath, County Manager, stated that previous Commissioners had examined and decided that Riverwood and Billy Nixon's subdivision are all located within the Town of Hertford's Extraterritorial District Jurisdiction (ETJ) which means that the Town of Hertford controls the planning and zoning for this area. Because these properties reside in Hertford's ETJ, the Board felt that we would not provide them water because the County did not have any control of how the land would be developed. He further stated that Ms. Mitchell brought up the tax issue which is a valid issue but the Water Fund is a separate fund from the taxation fund. It is more a pay-as-you-go fund. Mr. Heath talked to Mr. Shoaf and feels that his suggestion to tap into the Hertford water system would be the best solution to Ms. Mitchell's problem. Chair Cole asked County Manager Heath how much more development can be done on this land. Mr. Heath could not give an honest answer. Commissioner Hobbs asked if the contractor laid the water line when they developed the subdivision. Ms. Mitchell did not think so. Mr. Heath feels that, if there were more individuals interested in water, they could better negotiate with the Town of Hertford about the costs. Ms. Mitchell said that many of the property owners have their houses up for sale. The Board said that they would have County Manager Heath talk with the Town of Hertford to see if we could resolve this situation. Ms. Mitchell and Ms. Roberts thanked the Board.

**WES MACLEOD, HOLLAND CONSULTING PLANNERS**

Mr. MacLeod, Holland Consulting Planners, gave a brief PowerPoint presentation on the Draft Health & Wellness Plan. After his presentation, he asked if there were any questions. After answering several questions, Tammy Miller-White made a motion to approve the Health & Wellness Plan as presented. Benjamin C. Hobbs seconded the motion which was unanimously approved by the Board.

**BILL JENNINGS, TAX ADMINISTRATOR**

Mr. Jennings presented his monthly report and updated the Board on the Revaluation process. He said that the property tax billings should go out the end of August, 2014. He also explained that they are holding interviews this week for the vacant position Tax Clerk – Collections. Mr. Jennings said that he had three foreclosure cases coming up in August.

**HOMERIA JENNETTE, TELECOMMUNICATIONS**

Ms. Jennette was unable to attend the meeting.

**SUSAN CHANEY, SOCIAL SERVICES**

Ms. Chaney was not present to give her report.

**COMMISSIONER'S CONCERNS/COMMITTEE REPORTS**

Commissioner Miller-White gave the following updates:

- **Free Lunches during Summer:** Commissioner Miller-White explained that free meals will be offered to kids and teens under 18 years of age each Wednesday from 12:00 to 1:00 p.m. at Missing Mill Park in Hertford, NC. She will be providing the information to Mary Hunnicutt, Clerk to the Board, so that we can place it on our County's Website.
- **Economic Improvement Council:** Ms. Miller-White explained that they had a new director, Landon Mason. Doris James retired.
- **Albemarle Commission:** She explained that Bert Banks retired and they do not have an Executive Director yet. Darlene Harrell will be acting as Interim Executive Director until a replacement can be found for Mr. Banks. Ms. Ruth Mengel has agreed to remain temporarily to give additional support.

**UPDATES FROM COUNTY MANAGER**

County Manager Heath presented the following updates:

- **Briefing on Hurricane Arthur:** County Manager Heath reported that there was little to no effect on Perquimans County from Hurricane Arthur.
- **Golden Leaf Grant Meeting:** Mr. Heath reported that he, along with Sharon Ward, Finance Officer, and Tracy Mathews, Assistant Finance Officer, attended a required Workshop in Rocky Mount, NC for the Golden Leaf Grant. The NC Wildlife is still

working on site surveys and we are starting to progress on this. Matthew Peeler asked when we will be breaking ground for the boat ramp. Mr. Heath said sometime the first of 2015. Edward R. Muzzulin asked if we had a time limit for construction with regard to the Grant. Mr. Heath said that we have 18 months from the starting date to complete the project.

- **Repeater Site for Bethel:** Mr. Heath stated that, during the Budget Process, the Board discussed setting up a Repeater Site for Bethel. Mr. Heath has met with our Communications people and we are progressing on this. Also we are working on power generator backup for all the repeater sites in Perquimans County.

**BOARD APPOINTMENTS: RECREATION ADVISORY BOARD**

The following recommendations are presented for Board action:

NAME	BOARD	ACTION	TERM	EFFECTIVE DATE
Lassiter, Rodney	Recreation Advisory Committee - Belvidere	Reappointment	3 yrs.	7/1/2014
Proctor, Jeff	Recreation Advisory Committee - Bethel	Reappointment	3 yrs.	7/1/2014
Miller-White, Tammy	Recreation Advisory Committee - Commissioner	Reappointment	3 yrs.	7/1/2014
Colson, Conrad	Recreation Advisory Committee - Parksville	Resignation		7/1/2014
Pierce, Wendy	Recreation Advisory Committee - Commissioner	Appointment	3 yrs.	7/1/2014

On motion made by Benjamin C. Hobbs, seconded by Edward R. Muzzulin, the above recommendations for the Recreation Advisory Board were unanimously approved by the Board.

**PLANNING BOARD ITEMS**

Donna Godfrey, County Planner, presented the following item for Board action:

**Recombination Application No. NZV-14-02 – Alan V. Crouch:** A Public Hearing was held earlier in the meeting to receive citizens’ comments to consider the Recombination Application No. NZV-14-02, requested by Alan V. Crouch to combine Lots 32 and 33 of Holiday Island, Section “C” into one single lot (lots zoned RA-25, Residential & Agricultural District, located at or near 241 Tranquility Lane and known as Tax Parcel Numbers 2-D082-C032-HI and 2-D082-C033-HI). Chair Cole asked if there were any questions or concerns about the Recombination request. There being none, Chair Cole asked for a motion.

Considering the following Section 206 Findings and Section 701(A) exemption criteria, Tammy Miller-White made a motion to approve Case No. NZV-14-02 to recombine Tax Parcels Nos. 2-D082-C032 and CO33-HI into one +/-22,590 square foot lot located at or near 241 Tranquility Lane (State Road 1449), conditioned upon certification that there are no existing drainage, utility, or similar structures or improvements within the easement (which was previously established by private deed restrictions) and which is located along the property line to be abandoned and that said easement will not be needed in the future and therefore, may be abandoned in conjunction with said property line:

- a) That there are special circumstances or conditions affecting said property such that the strict application of the provisions of this ordinance would deprive the applicant of the reasonable use of his land.
- b) That the variance is necessary for the preservation and enjoyment of a substantial property right of the petitioner.
- c) That the circumstances giving rise to the need for the variance are peculiar to the parcel and are not generally characteristic of other parcels in the jurisdiction of this ordinance, and
- d) That the granting of the variance will not be detrimental to the public health, safety, and welfare or injurious to other property in the territory in which said property is situated.

The motion was seconded by Matthew Peeler and unanimously approved by the Board. After the vote, Chair Cole asked why we cannot include the Recombination Requests in our Consent Agenda. Ms. Godfrey explained that, if they do not meet or exceed minimum lot size requirement, it is not exempt and you will be creating a lot that is not in compliance with the regulations. Ms. Godfrey feels that you will need special language in the Regulations to allow this. County Manager Heath explained that the size of the lot sets the rule. Chair Cole asked Donna Godfrey and the Planning Board to research this and make a recommendation to the Board to allow this to be included in the Consent Agenda.

**SINGLE-FAMILY REHAB DOCUMENTATION: 2014 SFR CONTRACT WITH THE WOOTEN COMPANY**

County Manager Heath presented the Single-Family Rehab Contract with The Wooten Company. On motion made by Edward R. Muzzulin, seconded by Tammy Miller-White, the 2014 SFR Contract with The Wooten Company was unanimously approved by the Board.

**GOLDEN LEAF’S GRANTEE ACKNOWLEDGEMENT & AGREEMENT**

County Manager Heath presented the Golden Leaf’s Grantee Acknowledgement & Agreement to the Board. On motion made by Edward R. Muzzulin, seconded by Tammy Miller-White, the Board unanimously approved the Golden Leaf’s Grantee Acknowledgment & Agreement.

**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 \$8,961.03 for FY 2014-2015. On motion made by Edward R. Muzzulin, seconded by Tammy Miller-White, the Board unanimously approved the Senior Nutrition Contract for FY 2014-2015 at \$8,961.03.

**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. And it has the option to extend on an annual basis. On motion made by Benjamin C. Hobbs, seconded by Edward R. Muzzulin, the Board unanimously approved to extend the Water Management Contract with Dwane Hinson for another year at a cost of an average of 12 hours per week at a fee of \$30.00 per hour plus a mileage supplement of 50.5 cents per mile. Matthew Peeler asked if Mr. Hinson could assist with the drainage problem caused by beavers on Parkers Lane. County Manager Heath said that we need to work through Scott Alons and Dan Heslin.

Commissioner Miller-White asked if we could take action on the other contracts as one motion. The Chair said that it would be okay. County Manager Heath explained the remainder of the annual contracts. On motion made by Tammy Miller-White, seconded by Edward R. Muzzulin, the following annual contracts were unanimously approved by the Board:

**Public Information Officer 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.

- Identity of Client Perquimans County Emergency Management  
104 Dobbs Street  
Hertford, NC 27944
- Identity of Contractor Thomas Morris Ponte  
111 Green Ct W  
Hertford, NC 27944
- 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.
- 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, 2011 and will terminate on June 30, 2012 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: \_\_\_\_\_  
 Contractor: Thomas M. Ponte  
 By: Thomas M. Ponte Date: \_\_\_\_\_

**Economic Development Consultant Contract:**

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

June 5, 2014

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, 2014 through June 30, 2015] 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 focused on (1) seeking potential businesses for the marine industrial and (2) supporting companies that commit to the marine industrial park.
- Assist, where required, in the implementation of the Commerce Centre boat ramp project.
- Plan to attend the International Workboat Show in New Orleans in December with a NCSIPA if funding is available.
- Continue to market the Perquimans County Commerce Centre to a variety of potential companies, but with a priority focus on marine, alternative energy, supply chain, construction-related, and entrepreneurial entities.
- Continue to support the implementation of “last mile” fiber optic broadband service within Perquimans County in cooperation with applicable state, regional and local resources.
- In coordination with the Perquimans Chamber of Commerce, continue to support a Small Business Resource Center that provides resource services to potential uses of the Center to create and/or grow new small 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 entity that replaces Northeast NC Economic Development Commission.
- Assist Hertford and Winfall officials in their economic development initiatives (e.g., the leasing or sale of the vacant buildings; retail expansion, 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 \$1,646.79 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 2014-15 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, 2014 through June 30, 2015.

Sincerely,  
 David N. Goss  
 David N. Goss  
 (252) 426-3188

\_\_\_\_\_  
 Frank Heath  
 Perquimans County Manager

**Administrator of Community-Based Youth Gang Violence Prevention Program Contract & Administrator of Restitution/Community Service Program Contract:**

**NORTH CAROLINA**

**CONTRACT FOR SERVICES**

**PERQUIMANS COUNTY**

THIS AGREEMENT made and entered into this the 1<sup>st</sup> day of July, 2014, 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, 2014 and continuing through June 30, 2015. 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 25<sup>th</sup> of July and on the 25<sup>th</sup> day of every month thereafter through June 25, 2015. If this contract is terminated prior to June 30, 2015, 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 \_\_\_\_\_, 2014.

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 \_\_\_\_\_, 2014.

My commission expires: \_\_\_\_\_  
Notary Public

NORTH CAROLINA

CONTRACT FOR SERVICES

PERQUIMANS COUNTY

THIS AGREEMENT made and entered into as of July 1, 2014, 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, 2014 and continuing through June 30, 2015. 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 25<sup>th</sup> day of every month thereafter through June 25, 2014. If this contract is terminated prior to June 30, 2015 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 \_\_\_\_\_, 2014.

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 \_\_\_\_\_, 2014.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

NCACC CONFERENCE VOTING DELEGATE

County Manager Heath stated that, at this time, no one has signed up to attend the NCACC Conference. Commissioner Peeler said that, if we could get him a room close to the Conference, he would be willing to serve as the Voting Delegate. On motion made by Edward R. Muzzulin, seconded by Tammy Miller-White, the Board unanimously approved the appointment of Matthew Peeler as the County's Voting Delegate for the NCACC Annual Conference if we can get a room in close proximity to the Conference.

RETIREMENT: BOARD OF ELECTIONS SUPERVISOR

County Manager Heath informed the Board that he had received a letter of resignation from Eula Mae Forbes, Board of Elections Supervisor, effective September 1, 2014. He further explained that the Board of Elections oversees the hiring of her replacement. The Board of Elections will make a recommendation to the State Board of Elections. They have already advertised for the position. This was for information only. No action is required.

APPOINTMENT: FULL-TIME EMT-I

County Manager Heath explained that we did not receive the Employee Action Form for this appointment until after the Agenda Packets were sent so it could not be included in the Consent Agenda. Larry Chappell, EMS Captain, is recommending the appointment of Heather Vanscoy as Full-Time EMT-I at Grade 66/Step 1 at a salary of \$32,130 effective August 1, 2014. Mr. Heath further explained that this is one of the two positions approved during the Budget process. On motion made by Benjamin C. Hobbs, seconded by Edward R. Muzzulin, the Board unanimously approved the appointment of Heather Vanscoy as a Full-Time EMT-I at Grade 66/Step 1 at a salary of \$32,130 effective August 1, 2014.

PUBLIC COMMENTS

Emerson Cullins wanted to review the discussion on the request that the Snug Harbor Property Association presented at the June Work Session. He thanked Tammy Miller-White for coming down to look at what they were talking about and asked that other Commissioners try to do the same. He further reviewed the establishment of this Board that was working on an amendment to the Snug Harbor Covenants.

CLOSED SESSION: PERSONNEL MATTER & CLOSED SESSION MINUTES APPROVAL

On motion made by Edward R. Muzzulin, seconded by Matthew Peeler, the Board unanimously approved the motion to go into closed session to discuss a personnel matter and to approve Closed Session Minutes.

The Closed Session was adjourned and the Regular Meeting reconvened on motion made by Edward R. Muzzulin, seconded by Benjamin C. Hobbs. There was no action taken after the Closed Session.

ADJOURNMENT

There being no further comments or business to discuss, the Regular Meeting was adjourned at 8:45 p.m. on motion made by Tammy Miller-White, seconded by Matthew Peeler.

\_\_\_\_\_  
Janice McKenzie Cole, Chair

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Clerk to the Board

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