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**REGULAR MEETING**

July 6, 2015

6:55 p.m.

The Perquimans County Board of Commissioners met in a regular meeting on Monday, July 6, 2015, at 6:40 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  
 Kyle Jones Wallace Nelson  
 Matthew Peeler

MEMBERS ABSENT: Fondella Leigh

OTHERS PRESENT: Frank Heath, County Manager Mary Hunnicutt, Clerk to the Board  
 Hackney High, County Attorney

After the Chair called the meeting to order, Commissioner Nelson led in prayer and the Chair led the Pledge of Allegiance. Ms. Cole said that the first item of business was to hold a public hearing.

**PUBLIC HEARING**

**Conditional Use Permit No. CUP-15-04, by Robert & Stacey Layden**

Chair Cole opened the Public Hearing stating that the purpose of the public hearing was to receive citizens' comments to allow placement of a Doublewide Manufactured Home at 109 Bay Branch Road (SR 1213), on the east side of Perrys Bridge Road (SR 1200) on Tax Parcel #1-0022-0099C, in the HA, Historic Agriculture Zone. There were twenty-two (22) people present. The Chair recognized Donna Godfrey who presented an overview of the request. Ms. Godfrey said that the Planning Board approved this request at their June 30, 2015 Special Called Meeting. The applicants were present if they had any questions for them. Chair Cole asked them if they had anything to add. Since there were no additional comments or questions from the applicant, the Board, or the general public, Chair Cole closed the public hearing at 7:00 p.m.

**AGENDA**

On motion made by, seconded by Edward R. Muzzulin, the Board unanimously approved the Agenda as amended.

**CONSENT AGENDA**

The following items were considered to be routine and were unanimously approved on motion made by Matthew Peeler, seconded by Edward R. Muzzulin.

1. **Approval of Minutes:** June 1, 2015 Regular Meeting & June 15, 2015 Special Called Meeting
2. **Personnel Matters:**

Employee Name	Employee Job Title	Action Required	Grade/Step	New Salary	Effective Date
Joshua Smith	Fill-In/Part-Time EMT-I	Resignation	66/1	\$15.45/hr.	6/13/2015
Jonathan A. Nixon	Emergency Services Director	Reclassification	76/15	\$70,213	7/1/2015
Rhonda Money	GIS/911 Coordinator/ Planning Assistant	Reclassification	70/7	\$44,355	7/1/2015
Elizabeth Whitehurst	IM Supervisor II	Retirement			9/1/2015

3. **Step/Merit Increases:**

Employee Name	Employee Job Title	Grade/Step	New Salary	Effective Date
Frank Heath	County Manager	83/12	\$88,830	7/1/2015
Eric Tilley	Sheriff	75/16	\$68,866	7/1/2015
Angela Jordan	Social Work Supervisor III	73/3	\$45,910	7/1/2015
Richard Browder	Deputy Sheriff	65/5	\$33,898	7/1/2015
James Fowden	Deputy Sheriff	65/6	\$34,745	7/1/2015
Preston Ward, Jr.	Deputy Sheriff	65/8	\$36,481	7/1/2015

**INTRODUCTION OF NEW LIBRARY STAFF**

Because Anita Bennett and Bill Ross were out of town, Peter LeRoy introduced the following new Library Employees: Cynthia Jones, Marsha Jordan, Mark McKinley, and Keller Whitehurst.

In addition, Mr. LeRoy, representing the Perquimans County Library Board, thanked the Board for their commitment to build a new library.

Chair Cole welcomed them to the Perquimans County Library and is looking forward to new and better things at the Library.

**ANNIS MURPHY, SNUG HARBOR**

Ms. Murphy presented a PowerPoint Presentation of properties along Snug Harbor Road that needs to be cleaned up from all old vehicles, overgrown grass, etc. Ms. Murphy explained that they had previously appeared before the Board several times to request the cleanup of these properties but they still need work. She is asking that the Board again place these properties on their priority list to be cleaned up. Chair Cole explained that the Board hears her concerns and have included in this year's budget a Code Enforcement Officer position.

**BILL JENNINGS, TAX ADMINISTRATOR**

Mr. Jennings presented the Board with his monthly report. He further stated that they have four (4) properties ready to proceed with foreclosure proceedings. Commissioner Peeler asked Mr. Jennings if he is getting any residents coming into the reval office. Mr. Jennings said that he was not sure if they are getting visitors but the Tax Office has received some questions which are mainly what their tax rate is going to be. Of course, we cannot determine that at this time.

**SUSAN CHANEY, SOCIAL SERVICES**

Ms. Chaney said that she presented a monthly report.

**COMMISSIONER’S CONCERNS/COMMITTEE REPORTS**

Chair Cole asked if there were any Commissioner’s Concerns or Committee Reports. Their being none, she proceeded with the Old Business.

**UPDATES FROM COUNTY MANAGER**

County Manager Heath presented the following updates:

- **Fireworks Show:** County Manager Heath reported that July 4<sup>th</sup> Fireworks Show was held last night and was enjoyed by all.
- **Annual Hurricane Meeting:** The meeting was held on June 11<sup>th</sup> and was well attended.
- **Governor McCrory:** He will be coming to the ground breaking for the Iberdrola Wind Farm Project to be held on July 14<sup>th</sup>.
- **Crop Agent:** This position has been advertised and had received a couple of applications and hopes to have the position filled soon.

**RESPONSE – ROAD PETITIONS**

For information purposes, Atkins Way and Dockery Drive in the Bay Landing Subdivision have been added to the State Road Maintenance System:

**BOARD APPOINTMENT: CHOWAN/PERQUIMANS SMART START PARTNERSHIP**

Last month, County Manager Heath reported that Terissa Blanchard had resigned from the Chowan/Perquimans Smart Start Partnership effective June 30, 2015. Chair Cole asked Mary Hunnicutt, Clerk to the Board, if anyone had applied to replace her or if the Chowan/Perquimans Smart Start Partnership had made any recommendation. Ms. Hunnicutt said that there was one individual that listed that she was interested in being on this Board but her application has expired and she has not renewed it. Chair Cole asked Ms. Hunnicutt to contact her. Commissioner Peeler said that there were several on the list that said that they would be willing to serve wherever needed. Maybe, we should contact those individuals if this one person is no longer interested. Ms. Hunnicutt said that she would. Therefore, the Chair tabled the matter until next month.

**PLANNING BOARD ITEMS**

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

**Conditional Use Permit No. CUP-15-04, by Robert & Stacy Layden:** A Public Hearing was held earlier in the meeting to receive citizens’ comments to allow placement of a Doublewide Manufactured Home at 109 Bay Branch Road (SR 1213), on the east side of Perrys Bridge Road (SR 1200) on Tax Parcel #1-0022-0099C, in the HA, Historic Agriculture Zone. Kyle Jones made a motion to find proposed Conditional Use Permit No. CUP-15-04 to be consistent and in harmony with the existing development pattern in and around the Belvidere Historic District and a motion to approve the Conditional Use Permit No. CUP-15-04 for Robert and Stacey Layden to place a Doublewide Manufactured Home at 109 Bay Branch Road, on the east side of Perry’s Bridge Road, on Tax Parcel No. 1-0022-0099C, in the Belvidere HA Zone, conditioned upon the conditions listed in the Conditional Use Permit and adopting the following Section 903 Findings to support the motion:

**Section 903 Findings**

- (a) That the use will not materially endanger the public health or safety, if located according to the plan submitted and approved;
- (b) That the use meets all required conditions and specifications;
- (c) That the use will not substantially injure the value of adjoining or abutting property, or that the use is a public necessity; and
- (d) That the location and character of the use, if developed according to the plan as submitted and approved, will be in harmony with the area in which it is to be located and in general conformity with the Perquimans County Land Use Plan.

The motion was seconded by Matthew Peeler and the following Conditional Use Permit No. CUP-15-04 was unanimously approved by the Board:

**Do NOT record this page**

-Beginning of Conditional Use Permit document to be recorded-  
Draft No. 1 Conditional Use Permit (Case No. CUP-15-04)  
by Robert & Stacey Layden, Owners  
for

Proposed Doublewide Manufactured Home at 109 Bay Branch Road (SR 1213), east of Perry’s Bridge Road (SR 1200)

**Do NOT record this page**

**CONDITIONAL USE PERMIT No. CUP-15-04**

**Page 1 of 3**

On the date(s) listed below, the Board of Commissioners for Perquimans County met and held a public hearing to consider the following application:

**Owner/Applicant:** Robert & Stacey Layden, 223 Cisco Road, Tyner, NC 27980  
**Property Location/Address:** 109 Bay Brach Road, Belvidere, NC 27919  
**Tax Parcel No.:** 1-0022-0099C  
**Zoning District:** HA, Historic Agriculture Zone  
**Proposed Use of Property:** “...to place a double-wide manufactured home on our property located in the historic district of Belvidere, NC. We plan to add a brick wall underneath the house to give it the look that meets the standards required by the Historic District guidelines.”  
**Meeting & Hearing Dates:** Planning Board on 6-30-15; & Board of Commissioners on 7-6-15.

Having heard all the evidence and argument presented at the hearing(s), the Board finds that the application is complete, that the application complies with all of the applicable requirements of the Perquimans County Zoning Ordinance for the development proposed, and that therefore the application to make use of the above-described property for the purpose indicated is hereby approved, subject to all applicable provisions of the Zoning Ordinance pertaining to Doublewide Manufactured Homes and the following conditions:

- (1) The applicant shall conduct operations strictly in accordance with the plans and narrative submitted to and approved by this Board, a copy of which is contained in the County Planning Office and filed with the Register of Deeds office. However, it is understood that the property owner may propose changes to the attached Conceptual Site Plan now or in the future, in coordination with the County Planning Office, to provide for the placement of accessory structures or a complete change in the use of the property pursuant to other land uses which are otherwise permitted outright by the Zoning Ordinance for properties zoned HA, Historic Agriculture District.

**CONDITIONAL USE PERMIT No. CUP-15-04**

**Page 2 of 3**

- (2) If any of the conditions affixed hereto or any part thereof shall be held invalid or void, then this permit shall be void and of no effect.
- (3) Placement of home (and any other accessory structures proposed in the future) to be a minimum of 30 feet from the Perry’s Bridge Road right-of-wat line / front property line, or 74 feet as proposed by the attached Site Plan, if feasible, to provide for a uniform “streetscape” in line with the adjacent residence located at 105 Bay Branch Road.

IN WITNESS WHEREOF, Perquimans County has caused this permit to be issued in its name, and the undersigned, being all the property owners of the property above described, do hereby accept this Conditional Use Permit, together with all its conditions, as binding on them and their successors in interest.

By \_\_\_\_\_  
Janice McKenzie Cole, Chair, Board of Commissioners Date

Attest: \_\_\_\_\_ (Seal)  
Mary P. Hunnicutt, Clerk to the Board Date

We, \_\_\_\_\_, owners of the above identified property, do hereby acknowledge receipt of this Conditional Use Permit. The undersigned owners do further acknowledge that no work may be done pursuant to this permit except in accordance with all of its conditions and requirements and that this restriction shall be binding on them and their successors in interest.

\_\_\_\_\_  
Property Owner

\_\_\_\_\_  
Property Owner

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The State of North Carolina  
Perquimans County

I, \_\_\_\_\_, a Notary Public in and for the said State and County, do hereby certify that \_\_\_\_\_ personally appeared before me this day and acknowledged the due execution of the forgoing instrument.

WITNESS my hand and notarial seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission expires: \_\_\_\_\_

(Not valid until fully executed and recorded)

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Attachment: Page 3 of 3 - Conceptual Site Plan for Zoning Permit Application

**SURPLUS EQUIPMENT**

On motion made by Matthew Peeler, seconded by Wallace E. Nelson, the Board unanimously adopted the following Resolution authorizing County Manager Heath to proclaim these vehicles/trailer as surplus equipment and proceed to sell them on GovDeals:

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

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

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

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

YEAR MODEL	VEHICLE # MAKE	YEAR MODEL	VEHICLE # MAKE
2004 Chev.	7529 Impala	1998 Load Rite	274 Trailer
2006 Ford	8864 Crown-Victoria	1998 Ford	1446 F150
2006 Ford	3272 F-150	2004 Ford	6408 F-150
2008 Ford	8716 Crown-Victoria	2005 Ford	9166 F150
2008 Chev	4000 Trailblazer LT	2008 Ford	7235 F-150
1998 Ford	4215 Crown-Victoria	1997 Ford	8223 F-150

2. The County Manager is hereby authorized and directed to proceed on behalf of the Perquimans County Board of Commissioners to sale these surplus items on GovDeals.

3. The County reserves the right to reject any or all bids and decide not to sell the property at any time during this process.

4. The County Manager, in accordance with State law, shall cause a summary of this resolution to be published once in a newspaper having general circulation in the County and place it on the County’s website. After not less than ten (10) days from the date of publication, the County Manager is authorized to sell the above-described property to the highest bidder.

Adopted this the 6<sup>th</sup> day of July, 2015.

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

ATTEST:

\_\_\_\_\_  
Mary P. Hunnicutt, Clerk to the Board

**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 2015-2016.

**Drainage Management Contract:** County Manager Heath explained that this contract is between Perquimans County and Dwane Hinson to handle drainage water management consulting services to meet the water management needs in Perquimans County. And it has the option to extend on an annual basis. The contract with Dwane Hinson would be 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.

**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.

1. Identity of Client Perquimans County Emergency Management  
104 Dobbs Street  
Hertford, NC 27944
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 \$110.00 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, 2015 and will terminate on June 30, 2016 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 4, 2015

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, 2015 through June 30, 2016] 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 Marine Industrial Park Authority [NCMIPA] 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 park, (2) supporting companies that commit to the marine industrial park and (3) assisting NCMIPA in the provision of a “spec” building and the initiation of the marine industrial park basin.
- 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 NCMIPA if funding is available.
- Initiate the development of a site plan for Phase 2 of the Commerce Centre.
- Continue to market the Perquimans County Commerce Centre to a variety of potential companies, but with a priority focus on marine, supply chain, residential construction-related, and entrepreneurial entities.
- Assist EDC in developing a “5-10 Year Vision” for the County’s Economic Development Program, once the Commerce Centre is built-out.
- In coordination with the Perquimans Chamber of Commerce and Albemarle Commission, continue to support a Small Business Resource Center within the Chamber that provides resource services to potential users of the Center to create new and/or growing existing 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 North Carolina East Alliance. Explore the creation of a sub-regional marketing effort, comprised of the five Northeast NC counties that have the closest supply chain relationships with Hampton Roads, Virginia and the Virginia Ports.
- 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 \$1,679.73 a month [current compensation] that would cover my time and travel-related costs within the region. However, if County employees are given an annual percentage wage cost of living increase during 2015-16 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, 2015 through June 30, 2016.

Sincerely,

*David N. Goss*

David N. Goss

\_\_\_\_\_  
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, 2015, 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, 2015 and continuing through June 30, 2016. 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: \$3,000.00 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, 2016. If this contract is terminated prior to June 30, 2016, 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 its corporate seal and attested by her as its Clerk.

Witness my hand and official stamp or seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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 \_\_\_\_\_, 2015.

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

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

NORTH CAROLINA

CONTRACT FOR SERVICES

PERQUIMANS COUNTY

THIS AGREEMENT made and entered into as of July 1, 2015, 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, 2015 and continuing through June 30, 2016. 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, 2016. If this contract is terminated prior to June 30, 2016 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 its corporate seal and attested by her as its Clerk.

Witness my hand and official stamp or seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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 \_\_\_\_\_, 2015.

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

On motion made by Matthew Peeler, seconded by Wallace E. Nelson, the Board unanimously approved all the above annual contracts for FY 2015-16.

HISTORIC HERTFORD, INC. REQUEST TO PURCHASE ARTIFICIAL CHRISTMAS TREE

County Manager Heath informed the Board that he had received a request from Historic Hertford, Inc. to purchase an artificial Christmas tree for the Courthouse lawn at a cost of \$3,550 plus shipping. Mr. Heath asked if Commissioner Muzzulin had any other comments about the request. They are asking if we would like to partner with them to purchase this tree. Commissioner Muzzulin said that he felt that it was a good request and would be willing to make a motion if they would like for him to. Chair Cole asked County Manager Heath what did the Budget appropriate for Historic Hertford, Inc. Mr. Heath said that they did not appropriate any funding to Historic Hertford, Inc. Chair Cole said that the Board has an unwritten rule that, when a request for funding is made, the Board would not vote on it until the next month. She confirmed that with Mary Hunnicutt, Clerk to the Board. Therefore, she asked if there was any reason why this could not wait until next month to vote on it. There being none, she tabled it until the August meeting. Commissioner Peeler asked that we make that in the form of a motion. Matthew Peeler made a motion to table the appropriation of funds to partner with Historic Hertford, Inc. to purchase an artificial Christmas tree for the Courthouse lawn until the August meeting. The motion was seconded by Edward R. Muzzulin and unanimously approved by the Board.

NCACC CONFERENCE VOTING DELEGATE

County Manager Heath stated that, at this time, Commissioners Cole, Nelson, and Leigh are attending the NCACC Conference. On motion made by Kyle Jones, seconded by Edward R. Muzzulin, the Board unanimously appointed Janice McKenzie Cole as the Voting Delegate to the 2015 NCACC Conference in August.

PROCEDURES FOR PURCHASE ORDER SYSTEM

For information purposes, County Manager Heath explained that in preparation for our FY 2014-15 Audit, the auditor suggested that our Purchase Order threshold of \$25 was a little low. Most other entities have a threshold of \$500. Therefore, he and Tracy Mathews, Finance Officer, have proposed the following revised Purchase Order System:

Procedures for Purchase Order System - (Revised 6/2015)

- No purchase of more than \$250 may be made without a signed and approved purchase order.
- Each Purchase Order shall include a description of the items to be purchased, an estimated price and the prospective vendor information.
- Upon filling out a Purchase Order the Department Head shall send the original to the vendor, the yellow and green copies to the Finance Officer and shall keep the pink and blue copies. The blue copy is the receiving report which shall be signed by the person receiving the materials and attached to the invoice. All invoices shall be delivered to the Finance Office when they are received to ensure prompt payment.
- No invoice will be paid that is not accompanied by the receiving report of a preapproved Purchase Order.
- Purchase Orders will not be required for small purchases of less than \$250. However, a signed invoice will still be required for such purchases.
- An open Purchase Order can be established for departments that do a lot of business with certain vendors. These Purchase Orders will be established on a monthly, quarterly or six month basis with a maximum dollar amount. Purchases can be made during the month up to the maximum without obtaining a separate Purchase Order for each purchase.
- As established in prior years the Water Department may still order salt and chemical supplies without obtaining Purchase Orders. However, all other orders must follow the proper procedures as outlined above. Though Purchase Orders aren't required for these specific vendors the invoices must still be signed by the Water Supervisor as the receiving the order.
- We are aware that emergency situations occur for departments that work outside the normal 40 hour workweek. Exceptions will be made only if the County Manager and Finance Officer is made aware of the circumstance. These invoices will require the signature approval of the Department Head as well as the County Manager.

Commissioner Muzzulin asked what the maximum amount of the purchase order would be. Mr. Heath explained that it has to be within the budgeted line item. Mr. Muzzulin said that he feels that a maximum amount needs to be stated. Mr. Heath explained that the Finance Officer is responsible to

make sure that the amount is not above the budgeted line item. Chair Cole said that she feels that the main question here is at what point does the Finance Officer need additional authorization in case something happens. Commissioner Nelson asked if there were any written procedures for this. Mr. Heath said that they have a very informal written procedure which is like the one that was included in that Agenda Packet (copy above). Mr. Heath explained that it is the Finance Officer's responsibility to make sure that the Department Head does not request more funds than the budgeted allotted for a particular line item. When the Finance Officer signs the Purchase Order, she is stating that there is enough money in the budget to pay for that item. That is her fiscal responsibility. County Attorney High asked if the pre-audit statement is on the purchase order itself. Mr. Heath said it was. Commissioner Peeler said that the Department Head also has to sign the purchase order and should know what it budgeted for that line item. Mr. Muzzulin asked what other counties are doing. Mr. Heath said that most counties use \$500 as their minimum but he and Ms. Mathews feel that going from \$25 to \$250 is a big enough adjustment. Commissioner Nelson asked if they could poll surrounding counties and provide a copy of their procedures for purchase orders. Mr. High said that the larger counties will have a written procedure but smaller counties may not have them in writing. After further discussion, Kyle Jones made a motion to approve the proposed Purchase Order System as presented by County Manager Heath and Finance Officer Mathews. The motion was seconded by Wallace E. Nelson and unanimously approved by the Board.

**EMERGENCY SERVICES GENERATOR / UPS CONTRACT**

County Manager Heath explained that we had budgeted to replace the generator at EMS, transfer switch, the power supply, and the maintenance for all county generators. The following bids were received:

Company	Generator Size	Generator Cost	UPS Cost	Total Project Cost	Annual Service	1 <sup>st</sup> Year Grand Total
Biting Electrical, Inc.	124kw	\$69,648.00	\$45,986.00	\$115,454.00	\$3,386.00	\$118,840.00
CenturyLink	100kw	\$79,765.69	\$34,484.64	\$114,360.33		
Salz & Miller Electrical	124ks			\$108,431.00	\$3,035.00	\$111,466.00

The lowest bidder was Salz & Miller Electrical, Inc. and the County already has a working relationship with them. Mr. Heath is asking that the Board award the contract to Salz & Miller Electrical, Inc. so that we can proceed with this project. Commissioner Muzzulin asked if they were going to install the EMS generator off the ground enough to prevent flooding. Mr. Heath said that they would. Commissioner Peeler asked what the purpose of the two other generators listed under Lot 1 on page 3 of the contract - what are they protecting? Mr. Heath said that they would be available if they are needed in case of an emergency. He further asked about the \$3,000 fee. Mr. Heath explained that this is maintenance on the generators we already have. He further asked if our two water plant generators are included in this contract. Mr. Peeler suggested that we might want to pull them all together. Mr. Heath said that he thought that they probably have their own maintenance contracts but he would check on that for him. On motion made by Kyle Jones, seconded by Wallace E. Nelson, the Board unanimously approved the Construction Contract with Salz & Miller Electrical, Inc. to replace the EMS generator, transfer switch, power supply and the maintenance of other County generators.

**PUBLIC COMMENTS**

Chair Cole asked if there were any public comments. The following public comments were made:

- **Tommy Harrell:** Mr. Harrell came before the Board to provide his concerns over the proposed Apex Wind Farm Project which will be in the Bear Swamp area.
- **Emerson Cullins:** Mr. Cullins informed the Board that the previous Prayer Judgment on the property discussed earlier by Ms. Murphy has been dismissed without notification to the County's former Code Enforcement Officer. Since then, the property has received damage from Hurricane Isabel. Also, about a couple of months ago, he voiced his concerns over the Brown Farm building on US Highway 17. It was an unsightly eyesore. He feels that it needs to be removed.

**ADJOURNMENT**

There being no further comments or business to discuss, the Regular Meeting was adjourned at 8:00 p.m. on motion made by Matthew Peeler, seconded by Edward R. Muzzulin.

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Janice McKenzie Cole, Chair

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Clerk to the Board