
 DEPARTMENTAL BUDGET PRESENTATIONS
 May 12, 2016
 7:00 p.m.

The Perquimans County Board of Commissioners met to receive the Departmental Budget Presentations from the Social Services Department and the Board of Education on Thursday, May 12, 2016, at 7:00 p.m. in the Commissioners Room located on the first floor of the Perquimans County Courthouse Annex.

MEMBERS PRESENT: Janice McKenzie Cole, Chair Kyle Jones, Vice Chairman
 Fondella Leigh Edward R. Muzzulin
 Wallace Nelson Matthew Peeler

MEMBERS ABSENT: None

OTHERS PRESENT: Frank Heath, County Manager Tracy Mathews, Finance Officer

SOCIAL SERVICES DEPARTMENT

Susan Chaney, Social Services Director, presented her budget requests for FY 2016-17.

Due to the large crowd, the meeting was moved to the upstairs courtroom located on the second floor of the Perquimans County Courthouse Annex.

BOARD OF EDUCATION

Candy Tilley, Perquimans County Schools Finance Officer, presented the Board of Education's budget requests for FY 2016-17. During the question and comment period, Superintendent Cheeseman addressed the Board.

ADJOURNMENT

After the last budget presentation, the Meeting was adjourned.

 Janice McKenzie Cole, Chair

 Clerk to the Board

 SPECIAL CALLED MEETING/WORK SESSION
 May 16, 2016
 7:00 p.m.

The Perquimans County Board of Commissioners met in a Special Called Meeting and regular Work Session on Monday, May 16, 2016, at 7:00 p.m. in the Commissioners' Room located on the first floor of the Perquimans County Courthouse Annex.

MEMBERS PRESENT: Janice McKenzie Cole, Chair Kyle Jones, Vice Chairman
 Fondella Leigh Edward R. Muzzulin
 Wallace Nelson Matthew Peeler

MEMBERS ABSENT: None

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 Peeler gave the invocation and the Chair led the Pledge of Allegiance.

AGENDA

On motion made by Edward R. Muzzulin, seconded by Matthew Peeler, 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 Edward R. Muzzulin, seconded by Matthew Peeler.

1. **Personnel Matters:**

1

Employee Name	Employee Job Title	Action Required	Grade/Step	New Salary	Effective Date
Nellie Sawyer	Part-Time Nutrition Site Manager	Appointment		\$8.33/hr.	5/18/16
Amanda Layden	Administrative Assistant – Recreation	Appointment	58/5	24,909	5/31/16
Deborah Owens*	Part-Time Nutrition Site Manager	Declined Offer		\$8.33/hr.	5/16/2016

**Ms. Owens declined the job offer. Delphine interviewed other individuals and is making another recommendation.*

BACK UP 911 MEMORANDUM OF UNDERSTANDING

Chair Cole recognized Jonathan Nixon, Emergency Services Director, who presented the following Back Up 911 Memorandum of Understanding with Chowan County:

**STATE OF NORTH CAROLINA
 MEMORANDUM OF UNDERSTANDING
 COUNTY OF CHOWAN & COUNTY OF PERQUIMANS
 BACKUP PSAP**

This Agreement, made this 16th day of May, 2016, by and between the County of Chowan (herein Chowan) and the County of Perquimans (herein Perquimans), for the purpose of insuring a functional Backup Public Safety Answering Point (herein PSAP) for both parties;

WITNESSETH:

WHEREAS, Chowan and Perquimans are both bodies corporate and political existing pursuant to the laws of the State of North Carolina; and
 WHEREAS, Chowan and Perquimans are currently engaged in operating and maintaining respective county-wide "911 communications system"; and

WHEREAS, Chowan and Perquimans are desirous of insuring that any citizen utilizing the "Emergency 911" system in Chowan County or Perquimans County have their call answered as promptly and efficiently as possible; and

WHEREAS, during times of natural disaster and other unpredictable events, a county's 911 communications system may be temporarily disabled; and

WHEREAS, each party hereto recognizes the economy and benefits of utilizing the other's 911 emergency communications system temporarily and facilities for a longer term; and

WHEREAS, the parties desire to set forth in this MOU the terms by which Chowan and Perquimans may utilize the other's 911 emergency communications centers for the benefit of the people of Chowan and Perquimans Counties; and

NOW, THEREFORE, in consideration of the terms, conditions, and covenants expressed therein, the parties agree as follows:

1. PURPOSE OF AGREEMENT

The purpose of this MOU is to establish a formal agreement whereby Chowan utilizes Perquimans as its Backup 911 Center, currently located at 159 Creek Drive in Hertford, NC, during such times as Chowan may experience failure of its primary 911 Center, and Perquimans utilizes Chowan as its Backup 911 Center currently located at 305 West Freemason Street in Edenton, NC, during such times as Perquimans may experience failure of its primary 911 Center, subject to the terms of this MOU.

2. RESPONSIBILITIES OF CHOWAN

- 2.1 Chowan agrees to provide a physical location for placement and use of equipment needed for Perquimans to function as their 911 Center.
- 2.2 Chowan agrees to provide antenna space for Perquimans to install necessary radio equipment.
- 2.3 Chowan agrees to provide space in its recording system to capture all telephone and radio traffic associated with Perquimans during a Perquimans failure at Chowan's expense.
- 2.4 Chowan agrees to provide data connectivity (internet) at the Chowan location for Perquimans data use.
- 2.5 Chowan agrees to maintain its 911 Center facility operationally functional and up to date as possible.
- 2.6 Chowan agrees to provide key or other methods of access to Perquimans so that Perquimans will have access should a failure occur in Perquimans.
- 2.7 Chowan agrees to give the Perquimans 911 Director as much advance notice as practicable under the then existing circumstances of its need and intent to operate within the Perquimans facility.
- 2.8 Chowan agrees to process all Perquimans calls during a catastrophic failure until which time Perquimans personnel can reach the backup 911 Center and resume operations.
- 2.9 Chowan agrees to work with Perquimans to help train Perquimans Telecommunicators in dispatch methods for Chowan.

3. RESPONSIBILITIES OF PERQUIMANS

- 3.1 Perquimans agrees to provide a physical location for placement and use of equipment needed for Chowan to function as their 911 Center.
- 3.2 Perquimans agrees to provide antenna space for Chowan to install necessary radio equipment.
- 3.3 Perquimans agrees to provide space in its recording system to capture all telephone and radio traffic associated with Perquimans during a Chowan failure at Perquimans' expense.
- 3.4 Perquimans agrees to provide data connectivity (internet) at the Perquimans location for Chowan data use.
- 3.5 Perquimans agrees to maintain its 911 Center facility operationally functional and up to date as possible.
- 3.6 Perquimans agrees to provide key or other methods of access to Chowan so that Chowan will have access should a failure occur in Chowan.
- 3.7 Perquimans agrees to give the Chowan 911 Director as much advance notice as practicable under the then existing circumstances of its need and intent to operate within the Chowan facility.
- 3.8 Perquimans agrees to process all Chowan calls during a catastrophic failure until which time Chowan personnel can reach the backup 911 Center and resume operations.
- 3.9 Perquimans agrees to work with Chowan to help train Chowan telecommunicators in dispatch methods for Perquimans.

Both parties also covenant and agree to the following:

- 1. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of North Carolina, without reference to any conflict or choice of laws provision which would operate to make the internal laws of any other jurisdiction applicable.
- 2. Warranty. The parties hereto warrant and represent that they have full authority under applicable law to participate fully in this Agreement and all of its several provisions.
- 3. Modification. This Agreement shall only be modified, amended or supplemented, by a written instrument signed by both parties to this Agreement.
- 4. Unenforceability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future laws, such provision shall be severable and the remainder of the Agreement shall continue in full force and effect.
- 5. Entire Agreement. This Agreement is only the agreement between the parties hereto with respect to the subject matter hereof and contains all of the terms agreed upon, and there are no other agreements, oral or written, between the parties hereto with respect to the subject matter hereof.
- 6. Term. The term of this Agreement shall commence upon execution by both parties on July 1, 2017 or sooner if facilities, equipment and staff are ready and will continue until one of the parties delivers a notice of intent to terminate at least twelve months prior to the end of the noticing party's fiscal budget year.
- 7. Termination. Either may terminate this Agreement by delivering to the other party a notice of its intent to terminate twelve months prior to the end of the noticing party's fiscal budget year. Any such notice shall be delivered by registered or certified mail and shall be addressed as follows:

Chowan County Sheriff
 PO Box 78
 Edenton, NC 27932
 Perquimans County Emergency Services Director
 PO Box 563
 Hertford, NC 27944

- 8. Non-Discrimination. Neither party hereto shall discriminate on the basis of race, religion, creed, color, gender or national origin.
- 9. Other Agreements. Nothing herein shall prevent either party to this Agreement from entering into other agreements or memoranda of understanding with other counties or local governmental entities in relation to the same subject matter herein.
- 10. Remedies. This Agreement shall be enforceable by each party by all remedies available at law or in equity. Failure or delay to exercise any right, remedy or privilege hereunder shall not operate as a subsequent enforcement.

IN WITNESS WHEREOF, Chowan and Perquimans have caused this Agreement to be approved or ratified in the manner prescribed by law, and have authorized execution by the officers below.

CHOWAN COUNTY

Jeffrey Smith
Jeffrey Smith, Chairman

ATTEST:

Susanne Stallings
Susanne Stallings, Clerk to the Board

[seal]

PERQUIMANS COUNTY

Janice McKenzie Cole, Chair

ATTEST:

Mary P. Hunnicutt, Clerk to the Board

[seal]

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, a North Carolina municipal corporation, and that by authority duly given and as the act of the County of Perquimans, the foregoing instrument was signed by its Chairman, sealed with is corporate seal, and attested by herself as Clerk.

Witness my hand and Notarial Seal, this _____ day of _____, 2016.

My commission expires: _____

Notary Public

NORTH CAROLINA
PERQUIMANS COUNTY

I, _____, a Notary Public of the County and State aforesaid, certify that Susanne Stallings, personally came before me this day and acknowledged that she is Clerk to the Board of the Commissioners of Chowan County, a North Carolina municipal corporation, and that by authority duly given and as the act of the County of Chowan, the foregoing instrument was signed by its Chairman, sealed with is corporate seal, and attested by herself as Clerk.

Witness my hand and Notarial Seal, this _____ day of _____, 2016.

My commission expires: _____

Notary Public

They have received several estimated costs which are around \$535,000. He further explained that he needed this before he could apply for the grant by June 6, 2016. He is hoping that they will fund the entire \$535,000. Mr. Nixon explained that Chowan County was also receiving this information and will take action on it tonight. Kyle Jones made a motion to approve the above referenced Back Up 911 Memorandum of Understanding. Edward R. Muzzulin seconded the motion. Chair Cole asked if there were any questions. Commissioner Peeler asked that, at \$535,000, it sounds like we are going to do this plan regardless because any other plan would require a new building, new equipment, duplicating of efforts, and more costs for us and another entity. What is the best guess that the 911 System will be able to support most of the \$535,000. Mr. Nixon said that it would be around 50% to 75%. There being no further questions or discussion, the Board unanimously approved the above referenced Back Up 911 Memorandum of Understanding.

ADJOURNMENT

There being no further comments or business to discuss, the Special Called Meeting was adjourned at 7:07 p.m. on motion made by Edward R. Muzzulin, seconded by Matthew Peeler.

Janice McKenzie Cole, Chair

Clerk to the Board

WORK SESSION

May 16, 2016

7:00 p.m.

The Perquimans County Board of Commissioners met in a regular Work Session on Monday, May 16, 2016, at 7:00 p.m. in the Commissioners' Room located on the first floor of the Perquimans County

MEMBERS PRESENT: Janice McKenzie Cole, Chair Kyle Jones, Vice Chairman
Fondella Leigh Wallace Nelson
Matthew Peeler

MEMBERS ABSENT: Edward R. Muzzulin

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

After the Chair adjourned the Special Called Meeting, Ms. Cole proceeded with the monthly Work Session. The following matters were discussed.

BOB PEELE, MARINE INDUSTRIAL PARK UPDATE

Mr. Peele made a presentation on where we are with the Marine Industrial Park and explained why the project has been delayed. Mr. Peele answered some questions from the Board.

QUASI-JUDICIAL PROCEDURES

Chair Cole recognized David Owens from UNC School of Government to explain quasi-judicial procedures. Mr. Owens gave the Board an opportunity to ask any questions. Chair Cole thanked Mr. Owens for his assistance and explained that Ms. Godfrey, County Planner, had several questions. Commissioner Peeler suggested that Mr. Owens and Ms. Godfrey could handle these questions via e-mail. Chair Cole asked Ms. Godfrey if there was anything that involved the Board of Commissioners. She said not and that she and Mr. Owens could handle her questions via e-mail.

ADJOURNMENT

That being said and there being no further comments or business to discuss, the Work Session was adjourned at 8:45 p.m.

Janice McKenzie Cole, Chair

Clerk to the Board

BUDGET WORK SESSION

May 18, 2016

7:00 p.m.

The Perquimans County Board of Commissioners met to hold the Budget Work Session on Wednesday, May 18, 2016, at 7:00 p.m. in the Conference Room of the Emergency Medical Services Building located at 159 Creek Drive, Hertford, NC 27944.

MEMBERS PRESENT:	Janice McKenzie Cole, Chair	Kyle Jones, Vice Chairman
	Fondella Leigh	Edward R. Muzzulin
	Wallace Nelson	Matthew Peeler
MEMBERS ABSENT:	None	
OTHERS PRESENT:	Frank Heath, County Manager	Tracy Mathews, Finance Officer

FY 2016-17 BUDGET

Frank Heath, County Manager, and Tracy Mathews, Finance Officer, presented the proposed Budget for FY 2016-17. County Manager Heath will present his Budget Message at the June 6, 2016 Regular Meeting and a Public Hearing will be held on Monday, June 20, 2016, for Budget adoption.

ADJOURNMENT

After completing the review of the proposed FY 2016-17 Budget, the Budget Work Session was adjourned at 10:00 p.m.

Janice McKenzie Cole, Chair

Clerk to the Board
