

<u>DATE</u>	<u>LOCATION/TIME</u>
May 8th	Social Services (7:00 p.m.) and Board of Education (8:00 p.m.) budget presentations (Commissioners' Room)
May 15th	Budget Work Session (7:00 p.m.) - <u>at EMS Building</u> - looking at revenues and County Manager recommendations
May 16th	Budget Work Session at <u>EMS Building</u> (7:00 p.m.)
June 3rd	Frank to present budget to the Board with budget ordinance
June 17th	Budget public hearing and vote.

After they reviewed the dates, County Manager Heath asked to provide him with some available dates as soon as possible so that he can prepare the schedule for the Budget Work Sessions.

JANICE COLE'S RECOGNITION RECEPTION

Commissioner Jones thanked all those who attended the reception for Janice Cole. The marble plaque has been corrected and should be installed shortly in the Courtroom in the old Courthouse.

ADJOURNMENT

There being no further business to discuss, the Chairman adjourned the meeting at 7:30 p.m.

\_\_\_\_\_  
Wallace E. Nelson, Chairman

\_\_\_\_\_  
Clerk to the Board

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**REGULAR MEETING**

April 1, 2019

7:00 p.m.

The Perquimans County Board of Commissioners met in a regular meeting on Monday, April 1, 2019, at 7:00 p.m. in the Commissioners Room located on the first floor of the Perquimans County Courthouse Annex.

MEMBERS PRESENT: Wallace E. Nelson, Chairman  
Joseph W. Hoffler  
Alan Lennon  
Fondella A. Leigh, Vice Chair  
T. Kyle Jones  
Charles Woodard

MEMBERS ABSENT: None

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

The meeting was called to order by Chairman Nelson. Commissioner Lennon gave the invocation and the Chairman led the Pledge of Allegiance.

AGENDA

Chairman Nelson said that he had one change in the Agenda. Sharon Smith, Tourism Director, will not be here tonight due to illness. We will move the 2019 Litter Sweep Resolution to new business. T. Kyle Jones made a motion to approve the Agenda, as amended. The motion was seconded by Joseph W. Hoffler. The Board voted unanimously to approve the Agenda, as amended.

CONSENT AGENDA

The following items were considered to be routine and were unanimously approved on motion made by Charles Woodard, seconded by Fondella A. Leigh.

- Approval of Minutes:** March 4, 2019 Regular Meeting and March 18, 2019 Work Session (cancelled).
- Personnel Matters:**

Employee Name	Employee Job Title	Action Required	Grade/Step	New Salary	Effective Date
Annmarie Shine	Part-Time Certified Telecommunicator	Promotion	62/1	\$13.74/hr.	03/01/2019
Hazelene Miller	P/T F/I Certified Telecommunicator	Remove from Roster			04/01/2019
Katherine Weiss	P/T F/I Certified Telecommunicator	Remove from Roster			04/01/2019
Robert L. Wood, Jr.	P/T F/I Certified Telecommunicator	Remove from Roster			04/01/2019
Debbie Proctor	Adm. Ass't – Building Inspections	Retirement			07/01/2019
Risha Griffin	Secretary – Cooperative Extension	Retirement			04/30/2019
Cody J. Chappell	Full-Time Paramedic	Appointment	68/1	\$37,221	04/01/2019

- Step/Merit Increases:**

Employee Name	Employee Job Title	Grade /Step	New Salary	Effective Date
Darlene Lind	Certified Telecommunicator Fill-In	62/3	\$14.43/hr.	04/01/2019
Sue Ann Cestaro	Certified Telecommunicator	62/3	\$30,011	04/01/2019
Rebecca Corprew	IMC Supervisor II	67/5	\$39,271	04/01/2019
Caitlyn Gardner	IMC II	63/1	\$29,869	04/01/2019
Stephen Chappell	Animal Control Officer	62/7	\$33,089	04/01/2019
Rhonda Money	GIS Mapper/Planner	70/12	\$53,177	04/01/2019
Darlene Lind	Certified Telecommunicator Fill-In	62/3	\$14.43/hr.	04/01/2019

- Budget Amendments:**

**BUDGET AMENDMENT NO. 16  
GENERAL FUND**

CODE NUMBER	DESCRIPTION OF CODE	AMOUNT	
		INCREASE	DECREASE
10-348-023	Range Management	12,000	
10-510-336	Range Management	12,000	

**EXPLANATION:** To amend FY 18/19 budget to include range maintenance in the Sheriff's budget.

**BUDGET AMENDMENT NO. 17  
GENERAL FUNDS**

CODE NUMBER	DESCRIPTION OF CODE	AMOUNT	
		INCREASE	DECREASE
10-510-740	Sheriff - Capital Outlay		6,385
10-510-160	Maintenance/Repair Equipment	2,610	
10-510-170	Maintenance/Repair Vehicles	3,775	
<b>EXPLANATION:</b> Transfer remaining capital outlay funds to cover FY 18/19 maintenance expenses.			

6. **Board Appointments:** The following Board appointment were unanimously approved by the Board:

NAME	BOARD	ACTION	TERM	EFFECTIVE DATE
Deborah Pfennig	Community Advisory Committee (initial appt.)	Appointment	1 yr.	04/01/2019
Walker Rayburn, Jr.	Community Advisory Committee (initial appt.)	Appointment	1 yr.	04/01/2019

7. **2019 Memorandum of Participation for Separation Allowance Benefit:** The following Memorandum of Participation for Separation Allowance Benefit was approved by the Board:

**2019 MEMORANDUM OF PARTICIPATION  
FOR SEPARATION ALLOWANCE BENEFIT**



**UNIT:** Perquimans County  
**MAILING ADDRESS:** P.O. Box 45  
**CITY:** Hertford **ZIP CODE:** 27944  
**NAME:** Frank Heath  
**TITLE:** County Manager  
**PHONE #:** ( 252 ) 426-8484  
**EMAIL ADDRESS:** frankheath@perquimanscountync.gov

On behalf of the unit government noted above, we agree to engage Cavanaugh Macdonald Consulting, LLC to prepare the disclosures required under GASB Statement No. 73 for the Special Separation Allowance for Law Enforcement Officers.

I have read the terms listed on the cover memorandum that outlines conditions and fees of the contract related to reporting requirements under GASB Statement No. 73. Should my unit of government determine at any point that we do not want to continue our participation in the Actuarial Study Program, we will notify Cavanaugh Macdonald Consulting by letter of our desire to cancel. In order to complete the report in time for Fiscal Year 2019 reporting, CMC will need to receive **all requested information no later than May 15<sup>th</sup>, 2019.**

I understand that **we will be billed directly by Cavanaugh Macdonald Consulting, LLC** and copies of the actuarial report will be emailed to our office by Cavanaugh Macdonald Consulting by July 31, 2019.  
**DO NOT PAY CAVANAUGH MACDONALD CONSULTING, LLC IN ADVANCE.**

By signing this document I have accepted the terms and conditions outlined in the cover memorandum and agree to pay Cavanaugh Macdonald Consulting upon the completion of all work.

Signed this 1<sup>st</sup> day of April, 2019.

\_\_\_\_\_  
 (SIGNATURE)  
County Manager  
 (TITLE)

**Cavanaugh Macdonald Consulting, LLC**  
 3550 Busbee Parkway, Suite 250, Kennesaw, GA 30144  
[NCSSALEO@CavMacConsulting.com](mailto:NCSSALEO@CavMacConsulting.com)

**KATELYN ROBERTSON, DIRECTOR – TRI-COUNTY ANIMAL SHELTER**

Ms. Robertson, Director of the Tri-County Animal Shelter, provided the following report to the Board:

Animal Shelter Report to Perquimans County Commissioners – April 1, 2019

- **Introduction**
  - Good evening, my name is Katelyn Robertson and I'm the director of the animal shelter. I've been a resident of Chowan County all of my life and I worked as a veterinarian technician at Chowan Animal Hospital before taking on the position of shelter director last May.
  - I am a certified veterinary assistant and since I've been at the shelter, I have received the following certifications: euthanasia by injection, CPR/First Aid for animals, rabies vaccinator, and animal sheltering for professionals.
  - I have watched countless webinars, attend classes offered through the North Carolina Animal Federation, and attended the 2018 Carolinas Unite Animal Professionals conference all to further my education and resource knowledge for the animal shelter world.
- **Goals**
  - When I began this position, I had two main goals...increase the foot traffic at the shelter and increase the number of adoptions. I am pleased to report that these goals are continually being met.
  - I have attended club meetings in Perquimans, school events in Gates, and multiple activities in Chowan to promote the shelter.
- **Statistics**
  - 2018 proved to be a good year for the shelter. We adopted out 184 more animals than 2017 and 132 more animals than 2016. We euthanized 123 less animals than 2017 and 125 less animals than 2016.
  - Our statistics for 2018 were: total intake Of 1532, 211 adopted, 297 transferred to rescue, 99 returned to owner, and 889 euthanized.
  - We have made multiple new rescue and shelter partners that have taken on some of our less adoptable animals and helped us out when we've gotten close to capacity.
- **Miscellaneous**
  - I came into this position not really sure what to expect and having to learn a lot. With the help of my staff (who has been so wonderful to me), our animal control officers, our County managers, AWARE volunteers, all of our commissioners and the public, Tri County continues to improve.
  - We have been blessed with an abundance of donations, both monetary and physical, both of which we are ever so grateful for. After the hurricane we were able to send a truck bed full of dog & cat food, cat litter, treats, cleaning supplies, and toys to victims that needed it. We also were able to send donations to Coast Guard families affected by the government shutdown.
  - I'm thankful to be in this position and I hope to continue to make a difference in the lives of the people and animals we serve at Tri County.
  - Phase I of the Shelter's renovation has been completed and they already love the extra space. This has allowed them to have separate rooms for feral and sick cats as well as a space for pregnant or nursing dogs and cats. Her staff eagerly awaits the completion of Phase II and the benefit it will mean to them and to the animals they serve.

After her comments and reports, Chairman Nelson asked if there were any questions or comments. Commissioner Lennon and County Manager Heath made a few comments. Chairman Nelson thanked Ms. Robertson for coming tonight and for all they do at the Tri-County Animal Shelter.

### PRESTON SPEAR, PERQUIMANS COUNTY VETERANS' SERVICES OFFICER

After distributing the job description for the Veterans' Services Officer, Mr. Spear gave a brief overview of his life and experience as a Veteran. He presented a report on the veterans in Perquimans County. Once his remarks were completed, Chairman Nelson asked if there were any questions or comments from the Board. Commissioner Hoffler asked if he was able to get his job completed within the allotted eight hours a week. Mr. Spear said that he could. Chairman Nelson thanked him for bringing his report tonight and for all his work with the Perquimans County Veterans.

### LILLIAN HOLMAN, SENIOR TAR HEEL LEGISLATIVE UPDATE

Ms. Holman explained that she is the Senior Tar Heel Legislative delegate for Perquimans County and presented her report of the N.C. Senior Tar Heel Legislature 2019 Priorities. She distributed copies of a fact sheet explaining each of the following priorities:

- Increase funding for Home Community Care Block Grant (HCCBG)
- Maintain & increase funding for Senior Centers
- Increase funding for Project Caregiver Alternatives to Running on Empty (C.A.R.E.)
- Strengthen & fund N.C.'s Adult Protective Services Program (APS)
- Staff to Patient Ratios in Nursing Homes

Ms. Holman thanked the Board for allowing her to serve and for our Senior Center. Ms. Holman encouraged the Commissioners to talk to our representatives and encourage them to support the priorities from the Senior Tarheel Legislative Committee. Chairman Nelson thanked her for serving and asked if there were any questions or comments from the Board. There being none, Mr. Nelson called the next speaker.

### BRIAN HARVILL, VIDANT CHOWAN HOSPITAL

Mr. Harvill introduced himself and provided the Board with an overview of things happening at Vidant Hospital. During his overview, he encouraged the Commissioners to contact their representatives to consider voting against the State Treasurer's plan to reduce reimbursements to local hospitals from the State Health Plan. This will be devastating to the local hospitals including Vidant.

### BILL JENNINGS, TAX ADMINISTRATOR

Mr. Jennings stated that, because today was the first day of the month, he could not provide the Board with the regular collection report but did report that the finance/tax computer upgrade should be completed by June, 2019. He did remind the Board that, in May, the Board of Equalization & Review will reconvene prior to the May 6, 2019 Regular Meeting. At this time, there are no appointments.

### SUSAN CHANEY, SOCIAL SERVICES DIRECTOR

Ms. Chaney did not present her monthly report but did present information on the Medicare Manage Care Program. She also explained about the government shutdown problems with NCFAS.

### COMMISSIONER'S CONCERNS/COMMITTEE REPORTS

The following commissioner's concerns/committee reports were given:

- **Chairman Nelson:** Mr. Nelson reported on the following concerns:

- **Report from Trillium Northern Region Advisory Board:**

- Medicaid Reform

1. NC Department of Health and Human Services has reached out to NC Association of County Commissioners for their input in determining the regions for the Tailored Plans.
2. NCACC will appoint a committee of county commissioners and each MCO will recommend 1 commissioner to join the committee to put together a plan for the regions.
3. Plan is due to the Division by June 1, 2019.
4. Wally Overman, county commissioner from Dare County has been appointed by Trillium to serve on that committee.

- Standard Plans

1. Will be rolled out in two phases. Phase 1 will be implemented in November 2019 in the Piedmont and the Triangle regions of the state. Phase 2 will roll out in all other regions in February 2020.
2. Care Management in the Tailored Plan – proposals are currently being discussed to develop a more robust care management system for the Tailored Plan than is currently offered by the MCO. Proposal suggests that the care management for the Tailored Plan will be managed by outside providers rather than the MCO's.

- URAC Accreditation

1. Trillium was successful in earning our 3 year re-accreditation for the Call Center, Utilization Management, and Network Operations.

- Senate Bill 630

1. All MCO's will adopt a Community Crisis Plan
2. Community Crisis Plan includes separate plans known as Local area crisis service plans
3. The local area crisis service plans will include (1) Transportation Agreement to be developed by counties, (2) identify locations to receive a First commitment exam/health screening, (3) Identify trainings identified recommended by MCO for law enforcement of their designees. (4) Participation by law enforcement, hospitals, magistrates, commitment examiners, and MCO's and must all sign off on the plans
4. Transportation Agreement – responsibility of County, to be developed for the custody and transportation of IVC's.
5. Law enforcement, hospitals, and mental health providers shall participate in developing the Transportation Agreement.
6. The transportation Agreement shall identify where the respondents will be transported to receive the commitment evaluation.
7. The transportation Agreement will identify law enforcement or other designees to participate in the transport of IVC.
8. Other designees will be required to take training recommended by MCO identified in the agreement.

- Health Information Exchange/Electronic Health Record

1. Trillium is experiencing an increase in voluntary terminations of Medicaid contracts particularly in the Southern Region. We suspect it is related to the June 1 deadline for Medicaid providers to implement an Electronic Health Record so that they can connect to the Health Information Exchange at the State.
2. In the past when we have had terminations it was usually because they were not serving Medicaid consumers. Now the terminations sometimes affect as many as 50 consumers.
3. There are rumbling that the State may try to do something legislatively to delay the process but so far the Secretary is sticking to the June 1 date.

- **College of the Albemarle (COA)**

Mr. Nelson informed the Board that the COA Library Ribbon Cutting will be held this Thursday, April 4<sup>th</sup>, from 10:00 – 11:30 a.m. at the COA Charles H. Ward Library. Since Mr. Ward was a Perquimans County resident and long-time member of the Perquimans County Board of Commissioners, he encouraged the members to make plans to attend.

- **Perquimans County Board of Education:** Mr. Nelson explained to the Board that they were invited to attend the Board of Education meeting tonight where they were going to select a new superintendent. He reported that Tanya Turner was appointed the new superintendent.

- **Commissioner Hoffler:** Mr. Hoffler expressed his concern about an article in the March 17<sup>th</sup> Daily Advance written by Holly Audette, a guest columnist. According to Mr. Hoffler, she made some grossly incorrect statements

within the article and cited a few. He stated that he responded to her comments and his response was in yesterday's paper (March 31, 2019).

- **Commissioner Jones:** Mr. Jones informed the Board that the plaque and portrait that was presented to the County in honor of Janice Cole has been installed.

**LANDON D. MASON, ECONOMIC IMPROVEMENT COUNCIL**

After apologizing for his tardiness, Mr. Mason gave an overview of what the Economic Improvement Council has accomplished over the last year. After his presentation, he asked the Board to consider giving the Economic Improvement Council \$20,000 this FY 2019-20. County Manager Heath explained that all budget requests are usually sent in writing so if he could send a letter to Mr. Heath, he would be glad to place it with the requests for appropriation for FY 2019-20. Mr. Heath further stated that the entire budget amount to run the entire County is \$15.6 million. According to Mr. Mason, their entire budget is \$22.0 million that is \$7 million more than what our budget is. After answering several questions from the Board, Chairman Nelson thanked Mr. Mason for coming and giving his report.

**UPDATES FROM COUNTY MANAGER**

County Manager Heath presented the following updates:

- **County Assembly Day:** Mr. Heath reported that County Assembly Day will be held on May 8<sup>th</sup> instead of May 1<sup>st</sup>. He said that he would be going and other commissioners are invited to attend.
- **Albemarle District Jail:** Mr. Heath said that they are still working with Albemarle District Jail to pick up trash along our roads. He had sent out a list of roads that they are going to be working on to the Board. They have already completed Woodville Road, Snug Harbor Road, and will be working on Center Hill Highway soon. This will tie in with the Operation Litter Sweep program that the Board will be adopting a Resolution for later in the meeting.
- **Emergency Operations Center (EOC) Exercise:** On April 16<sup>th</sup>, the County will be holding an EOC Training Exercise. This will help inform the workers on how to operate an EOC should a disaster occur.
- **Budget Schedule:** Mr. Heath stated that he had forwarded an almost finalized Budget Work Session Schedule. We are awaiting a confirmation from the School System for the April 13<sup>th</sup> or 15<sup>th</sup> Joint Session with the Board of Education.
- **NC Northeast State of the Region Meeting:** On Thursday, Mr. Heath and Ms. Leigh will be attending the NE Forum.
- **Visit with Legislators:** On Wednesday, Mr. Heath and Mr. Nelson will be meeting with our legislators to lobby for Marine Park funds along with other important issues for the County.

**BOARD APPOINTMENT: BOARD OF ADJUSTMENT (MEMBER)**

With the resignation of Pamela Hurdle, we have a vacancy on the Board of Adjustment for a voting member. Mr. Heath explained that Ms. Hunnicutt, Clerk to the Board, forwarded a copy of Terissa Blanchard's Statement of Interest to Serve application explaining that she was interested in serving on this Board. He further stated that Ms. Blanchard had serve on several County Boards and had done an outstanding job. On motion made by T. Kyle Jones, seconded by Fondella A. Leigh, the Board unanimously appointed Terissa Blanchard to replace Pam Hurdle as a voting member on the Board of Adjustments for a three-year term effective April 1, 2019.

**PCG LANDFILL BILLING ERROR**

At the Board's October 15, 2018 Work Session, the Board discussed the PCG Landfill Billing error that began in November, 2017. Per the Board's instructions at the October Work Session, Chairman Nelson and Frank Heath would discuss the matter with Battle Betts, Director of Albemarle Regional Health Services (ARHS). Mr. Nelson has discussed the PCG Billing Error with Mr. Betts and he is recommending that, starting in April, 2019, ARHS will be adding 1/12th of the outstanding balance of \$118,126.40 ( $\$118,126.40 \div 12 = \$9,843.87$ ) to each monthly bill until the balance is paid. For this fiscal year, it will equal 25% of the balance due. On motion made by T. Kyle Jones, seconded by Charles Woodard, the Board unanimously approved the proposal made by Albemarle Regional Health Services.

**REQUEST TO RENEW "NO COST" LEASE AGREEMENT WITH PROBATION/PAROLE**

County Manager Heath presented a request from Probation/Parole for a three year extension of the "No Cost" Lease Agreement for space in the Courthouse Annex Building. On motion made by Alan Lennon, seconded by Charles Woodard, the following "No Cost" Lease Agreement was unanimously approved by the Board:

**THIS LEASE DOES NOT BECOME EFFECTIVE UNTIL EXECUTED  
BY THE NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY**

STATE OF NORTH CAROLINA

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between **COUNTY OF PERQUIMANS** hereinafter designated as Lessor, and the **STATE OF NORTH CAROLINA**, hereinafter designated as Lessee;

**W I T N E S S E T H :**

WHEREAS, authority to approve and execute this lease agreement was delegated to the Department of Administration by resolution adopted by the Governor and Council of State on the 1<sup>st</sup> day of September, 1981; and

WHEREAS, the Department of Administration has delegated to this State agency the authority to execute this lease agreement by a memorandum dated the 18<sup>th</sup> day of January, 2017; and

WHEREAS, the parties hereto have mutually agreed to the terms of this lease agreement as hereinafter set out,

NOW THEREFORE, in consideration of the rental hereinafter agreed to be paid and the terms and conditions hereinafter set forth, Lessor does hereby let and lease unto Lessee and Lessee hereby takes and leases from Lessor for and during the period of time and subject to the terms and conditions hereinafter set out certain space in the **City of Hertford, County of Perquimans**, North Carolina, more particularly described as follows:

**Being +/- 400 net square feet of office space located at 110 Church Street, Hertford, Perquimans County, North Carolina.**

**(DEPARTMENT OF PUBLIC SAFETY-PROBATION and PAROLE)**

THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT ARE AS FOLLOWS:

1. The term of this lease shall be for a period of three (3) **Years** commencing on the **1st day of May, 2019** or as soon thereafter as the leased premises are ceded to the Lessee and terminating on the **29th day of April 2022**,
2. The Lessee shall pay to the Lessor as rental for said premises the sum of **\$1.00** Dollars per term to be payable within five (5) days from receipt of invoice in triplicate.

The Lessee agrees to pay the aforesaid rental to Lessor at the address specified, or, to such other address as the Lessor may designate by a notice in writing at least fifteen (15) days prior to the due date.

3. Lessor agrees to furnish to the Lessee, as a part of the consideration for this lease, the following services and utilities to the satisfaction of the Lessee.

- A Heating facilities, air conditioning facilities, adequate electrical facilities, adequate lighting fixtures and sockets, hot and cold water facilities, and adequate toilet facilities.
- B. Janitorial services and supplies including maintenance of lawns, parking areas, common areas and disposal of trash.
- C. All utilities except telephone.
- D. Parking as available.
- E. The lessor covenants that the leased premises are generally accessible to persons with disabilities. This shall include access into the premises from the parking areas (where applicable), into the premises via any common areas of the building and access to an accessible restroom.

4. During the lease term, the Lessor shall keep the leased premises in good repair and tenable condition, to the end that all facilities are kept in an operative condition. Maintenance shall include, but is not limited to furnishing and replacing electrical light fixture ballasts, air conditioning and ventilating equipment filter pads, if applicable, and broken glass. In case Lessor shall, after notice in writing from the Lessee in regard to a specified condition, fail, refuse, or neglect to correct said condition, or in the event of an emergency constituting a hazard to the health or safety of the Lessee's employees, property, or invitees, it shall then be lawful for the Lessee in addition to any other remedy the Lessee may have, to make such repair at its own cost and to invoice the amount thereof to the Lessor for reimbursement. The Lessor reserves the right to enter and inspect the leased premises, at reasonable times, and to make necessary repairs to the premises.

5. It is understood and agreed that Lessor shall, at the beginning of said lease term as hereinabove set forth, have the leased premises in a condition satisfactory to Lessee, including repairs, painting, partitioning, remodeling, plumbing and electrical wiring suitable for the purposes for which the leased premises will be used by Lessee.

6. The Lessee shall have the right during the existence of this lease, **with the Lessor's prior consent**, to make alterations, attach fixtures and equipment, and erect additions, structures or signs in or upon the leased premises. Such fixtures, additions, structures or signs so placed in or upon or attached to the leased premises under this lease or any prior lease of which this lease is an extension or renewal shall be and remain the property of the Lessee and may be removed therefrom by the Lessee prior to the termination of this lease or any renewal or extension thereof, or within a reasonable time thereafter. The Lessee shall have no duty to remove any improvement or fixture placed by it on the premises or to restore any portion of the premises altered by it. In the event Lessee elects to remove his improvements or fixtures and such removal causes damage or injury to the demised premises, Lessee will repair only to the extent of any such damage or injury.

7. If the said premises is destroyed by fire or other casualty without fault of the Lessee, and or partial destruction or damage by fire or other casualty without fault of the Lessee, so as to render the premises untenable in whole or in part, and during such period of repair the Lessee (**with concurrence of the County**) shall have the right to obtain similar office space by lease at the expense of Lessee with reimbursement from the County (if the County can't provide suitable office space).

8. Lessor shall be liable to Lessee for any loss or damages suffered by Lessee which are a direct result of the failure of Lessor to perform an act required by this lease, and provided that Lessor could reasonably have complied with said requirement.

9. Upon termination of this lease, the Lessee will peaceably surrender the leased premises in as good order and condition as when received, reasonable use and wear and damage by fire, war, riots, insurrection, public calamity, by the elements, by act of God, or by circumstances over which Lessee had no control or for which Lessor is responsible pursuant to this lease, excepted.

10. The Lessor agrees that the Lessee, upon keeping and performing the covenants and agreements herein contained, shall at all times during the existence of this lease peaceably and quietly have, hold, and enjoy the leased premises free from the adverse claims of any person.

11. The failure of either party to insist in any instance upon strict performance of any of the terms and conditions herein set forth shall not be construed as a waiver of the same in any other instance. No modification of any provision hereof and no cancellation or surrender thereof shall be valid unless in writing and signed and agreed to by both parties.

12. Any hold over after the expiration of the said term or any extension thereof, shall be construed to be a tenancy from month to month, and shall otherwise be on the terms and conditions herein specified, so far as applicable; however, either party shall give not less than sixty (60) days written notice to terminate the tenancy.

13. The parties to this lease agree and understand that the continuation of this lease agreement for the term period set forth herein, or any extension or renewal thereof, is dependent upon and subject to the appropriation, allocation or availability of funds for this purpose to the agency of the Lessee responsible for payment of said rental. The parties to this lease also agree that in the event the agency of the Lessee or that body responsible for the appropriations of said funds, in its sole discretion, determines, in view of its total local office operations that available funding for the payment of rents are insufficient to continue the operation of its local offices on the premise leased herein, it may choose to terminate the lease agreement set forth herein by giving Lessor written notice of said termination, and the lease agreement shall terminate immediately without any further liability to Lessee.

14. All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows: To the Lessor at **P. O. Box 45, Hertford, North Carolina 27944** and the Lessee at **3030 Hammond Business Place, 4227 Mail Service Center, Raleigh, North Carolina 27699-4227**. Nothing herein contained shall preclude the giving of such notice by personal service. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice.

15. "N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization."

[Remainder of page intentionally left blank; signatures on following pages]

IN TESTIMONY WHEREOF, this lease has been executed by the parties hereto, in duplicate originals, as of the date first above written.

STATE OF NORTH CAROLINA

By: \_\_\_\_\_ (SEAL)  
Joanne Rowland,  
Director of Purchasing & Logistics

LESSOR:

\_\_\_\_\_  
(SEAL)  
The County of Perquimans  
Frank Heath, County Manager

ATTEST:

\_\_\_\_\_  
Secretary  
(CORPORATE SEAL)

STATE OF NORTH CAROLINA

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for the County and State aforesaid, do hereby certify that **Frank Heath**, personally came before me this day and acknowledged that he is the **Perquimans County Manager**, and that by authority and given as an act of and acknowledged the due execution of the foregoing instrument in its name.

WITNESS my hand and Notarial Seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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

My Commission Expires:

STATE OF NORTH CAROLINA

COUNTY OF \_\_\_\_\_

I, Wanda B. Hicks, a Notary Public in and for the County of Johnston and State aforesaid, do hereby certify that **Joanne Rowland**, personally appeared before me this date and acknowledged the due execution by her of the foregoing instrument as Director of Purchasing and Logistics of the Department of Public Safety of the State of North Carolina, for the purposes therein expressed.

WITNESS my hand and Notarial Seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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

My commission expires August 19, 2019

**SALE OF SURPLUS EQUIPMENT**

County Manager Heath reported that, with the help of the Finance Office and Helen Hunter, we have sold the following surplus item on GovDeals. The highest bids on the items are as follows:

ITEM	SERIAL/VIN NO.	DATE SURPLUSED	START BID	SOLD AMOUNT
1998 Ditch Witch	SN P0481	11/6/2017	\$2,000	\$5,175
1998 Hudson 15' Trailer	VIN 293	11/6/2017	\$500	\$725
2007 Undercover Bed Cover		11/6/2017	\$50	\$20
Mighty Mole Boring Machine M-1800	SN 95070804	11/16/2017	\$50	\$206
Fairbanks Weighing Scale AENL3	#E13647	11/6/2017	\$50	\$51

Mr. Heath recommends the sale of this equipment. On motion made by Joseph W. Hoffler, seconded by Charles Woodard, the Board unanimously approved the sale of these items on GovDeals.

**PETITION: THE SHORES AT LANDS END**

County Manager Heath explained the process to add roads onto the NCDOT State Maintenance System. During the discussion, Commissioner Jones asked that, because he owns property on Sandpaper Drive, he be recused from voting on this matter. County Attorney High concurred with Mr. Jones and explained the process to approve his request to be recused from voting on this matter. On motion made by Joseph W. Hoffler, seconded by Fondella A. Leigh, the Board unanimously approved to allow Mr. Jones to be recused from voting on the petition to add the roads in The Shores at Lands End Subdivision to the NCDOT State Maintenance System. On motion made by Alan Lennon, seconded by Fondella A. Leigh, the Board approved to authorize the Clerk to the Board to forward the petition to add the roads located in The Shores at Lands End Subdivision to the NCDOT State Maintenance System with Commissioner Jones recusing himself from the vote.

**SPRING LITTER SWEEP RESOLUTION**

In the absence of Sharon Smith, County Manager Heath presented the Spring Litter Sweep Resolution for Board consideration. On motion made by Charles Woodard, seconded by Fondella A. Leigh, the Board unanimously authorized the following Spring Litter Sweep Resolution:

**PROCLAMATION  
2019 SPRING LITTER SWEEP  
COUNTY-WIDE CLEANUP**

*April 13-27, 2019*

**NORTH CAROLINA: At the business meeting of the Perquimans County Board of Commissioners in the Perquimans County Courthouse Annex, Hertford, North Carolina, on Monday, April 1, 2019, the following Proclamation was presented and adopted:**

**Whereas**, Perquimans County is rich in beauty and natural resources; and

**Whereas**, the Board of Commissioners of Perquimans County strives to improve the quality of life in our community through enhanced community awareness, education and public/private partnerships working together on projects that keep our environment clean and free of debris, beautify our neighborhoods and public spaces, and instill pride and a sense of ownership in our community; and

**Whereas**, Perquimans County citizens realize a cleanup effort is needed to display pride in our community for ourselves, our visitors, and for business prospects; and

**Whereas**, all people, regardless of race, gender, income, or geography, have a moral right to a healthy, sustainable environment with economic growth; and

**Whereas**, all residents of Perquimans County have a citizenship responsibility to protect and care for the beauty and natural resources of Perquimans County, and a countywide cleanup campaign will encourage individuals to participate in the improvement of their community's environment through the three main focus areas of litter prevention, waste reductions and recycling, and beautification;

**Whereas**, Governor Roy Cooper has proclaimed April 13-27, 2019 as Litter Sweep time in North Carolina in conjunction with the North Carolina Department of Transportation Biannual Cleanup Drive; then

**Now, Therefore, Be It Proclaimed**, that the Perquimans County Board of Commissioners proclaim **April 13-27, 2019 as "2019 SPRING LITTER SWEEP COUNTY-WIDE CLEANUP"** in Perquimans County, North Carolina, and encourages all communities, civic and professional groups, businesses, churches, schools, families and individual citizens to take an active role in making the communities in Perquimans County a more beautiful place to live, work and play.

Given under my hand this 1<sup>st</sup> day of April, 2019.

**ATTEST**

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

(SEAL)

\_\_\_\_\_  
Wallace Nelson, Chairman  
Perquimans County Board of Commissioners

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

**PUBLIC COMMENTS**

The following public comment was made:

- **Steven Samonsky**: Mr. Samonsky, a disabled Veteran, explained that he came before the Board last month to discuss changing the regulations with regard to the distance required when hunting and shooting firearms. He asked if the

Board had discussed the issue. He gave additional information on the importance of changing the regulations. He asked that the Board's answer to his request come to him in writing.

CLOSED SESSION: LEGAL MATTER/NEGOTIATION FOR SALE/LEASE OF REAL ESTATE MATTER & CLOSED SESSION MINUTES

Pursuant to NC General Statute 143-318.11(3)(5), Alan Lennon made a motion to go into Closed Session to discuss a legal matter, a negotiation for sale/lease of real estate matter, and to approve closed session minutes. The motion was seconded by Fondella A. Leigh and unanimously approved by the Board.

The Closed Session was adjourned and the Regular Meeting reconvened on motion made by Alan Lennon, seconded by Charles Woodard, and unanimously approved by the Board. No action required from the Closed Session.

ADJOURNMENT

There being no further comments or business to discuss, the Regular Meeting was adjourned at 9:20 p.m. on motion made by Charles Woodard, seconded by Fondella A. Leigh.

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Wallace E. Nelson, Chairman

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Clerk to the Board

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