

**NOW, THEREFORE, BE IT RESOLVED**, that, in the case of the withdrawal of funds by Golden Leaf, the Perquimans County Board of Commissioners agrees to appropriate sufficient funds to the Perquimans County Board of Education in ensuing fiscal years to meet the Apple, Inc. contract obligations, so long as the amount the Perquimans County Board of Education shall be obligated to pay under the contract shall not exceed the amounts recited above.

Resolved, this 15<sup>th</sup> day of September, 2014, by the Perquimans County Board of Commissioners.

\_\_\_\_\_  
Janice McKenzie Cole, Chair  
Perquimans County Board of Commissioners

Attest:

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

Dr. Stallings said that he did receive Commissioner Peeler's questions which were addressed to the Board of Education. They are having retreat this weekend and will discuss those questions during that retreat and let him know.

**AMENDED AUDIT CONTRACT & BUDGET AMENDMENT NO. 7 – TDA AUDIT**

County Manager Heath asked Commissioner Muzzulin, Chairman of the Tourism Development Authority Board (TDA), if he would like to talk about this. Mr. Muzzulin said that he passes to Mr. Heath or Ms. Ward. Mr. Heath explained that the Local Government Commission (LGC) had contacted the County and explained that Tourism Development Authorities were like their own little administrative entities and should be treated as such. Therefore, they should have been providing their own audits where, in the past, were included under our audit. They did give us the option that they could piggyback onto our audit with a separate document provided to LGC. The advantage to this would be that it would save TDA about \$2,000 a year. Therefore, they are providing an amended Audit Contract with Douglas Hollowell to provide a separate audit for TDA under our current audit providing LGC with separate documentation. Mr. Heath asked if Ms. Ward had anything to add. Ms. Ward said that the only thing she wished to add was that, back in 2008 when we did the Occupancy Tax, we were not told that the TDA was required to have a separate audit. She further stated that this year they have cracked down on this and that there are several counties that were not providing the separate audit. On motion made by Tammy Miller-White, seconded by Edward R. Muzzulin, the amended contract with Douglas Hollowell and the following Budget Amendment No. 7 were unanimously approved by the Board:

**BUDGET AMENDMENT NO. 7  
TOURISM DEVELOPMENT FUND**

CODE NUMBER	DESCRIPTION OF CODE	AMOUNT	
		INCREASE	DECREASE
45-399-000	Fund Balance Appropriated	2,000	
45-682-040	Professional Services	2,000	
<b>EXPLANATION:</b> To budget funds for audit contract and finance bond as required by LGC.			

**ADJOURNMENT**

There being no further comments or business to discuss, the Special Called Meeting was adjourned at 7:30 p.m. and the Regular Work Session began on motion made by Edward R. Muzzulin, seconded by Matthew Peeler.

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Janice McKenzie Cole, Chair

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Clerk to the Board

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**REGULAR MEETING**  
October 6, 2014  
6:40 p.m.

The Perquimans County Board of Commissioners met in a regular meeting on Monday, October 6, 2014, 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  
Benjamin Hobbs    Kyle Jones  
Matthew Peeler     Tammy Miller-White *(arrived at 6:48 p.m.)*

MEMBERS ABSENT: None

OTHERS PRESENT: Frank Heath, County Manager                      Mary Hunnicutt, Clerk to the Board  
Hackney High, County Attorney *(arrived at 7:00 p.m.)*

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

**PUBLIC HEARINGS**

**Parent-to-Child Deed of Gift, requested by Wayne & William Layden**

Chair Cole opened the first Public Hearing stating that the purpose of the public hearing was to receive citizens' comments to consider a Parent-to-Child Deed of Gift (Case No. NZV-14-06) for a +/-3-acre lot requested by Wayne and William Layden for their daughter/niece (property known as a portion of Tax Parcel No. 3-0038-00130, located on the west side of the 300-block of Beech Springs Road). There were nineteen (19) people present. The Chair recognized Donna Godfrey, County Planner, who gave an overview of the request. At their September 9, 2014 meeting, the Planning Board recommended approval of the Parent-to-Child Deed of Gift. Ms. Godfrey said that the applicants were present if they needed to ask any questions. Chair Cole asked if anyone would like to speak. Since neither the Layden's nor the Board had any questions or comments. Chair Cole closed the first Public Hearing and proceeded with the second Public Hearing at 6:45 p.m.

**Minimum Housing Standards Ordinance**

Chair Cole opened the second Public Hearing stating that the purpose of the public hearing was to receive citizens' comments on a proposed Minimum Housing Standards Ordinance for Perquimans County to provide for Governmental Enforcement of Landlord Maintenance of Fit Premises. The proposed ordinance could have been viewed at the Perquimans County Manager's Office at 128 N. Church St., Hertford, N.C. 27944 or on the County's Website at [www.perquimanscountync.gov](http://www.perquimanscountync.gov). There were twenty-five (25) people present. Since the County Attorney had not arrived yet, the Chair gave an overview of the proposed Ordinance and asked if there were any questions or comments from the public. The following individuals signed up to address the Board on this matter:

- **Bob Bastek:** Mr. Bastek asked, (1) Does the Building Inspector's Office have enough staff to manage this Ordinance with all the paperwork and appeals; and (2) who is going to determine what constitutes the minimum standard - is it all clear in state law. Chair Cole said that, at this time, it would not be at a volume that the Inspections Office cannot handle it. If it does get to that volume, the County would have to deal with it. She, along with County Manager Heath, said that the Building Inspector would inspect the claim and make that determination according to the rules of the Ordinance.
- **Frank Tyner:** After commending the Board for looking at this matter, Mr. Tyner asked the following questions of the Board:
  - Why is the Ordinance only addressing rental properties?
  - Does the Board know how many properties fall into the category of where they cannot afford to make the necessary repairs?
  - Is this strictly for tenants to complain or can neighbors complain too?
  - When will this go into effect?

Chair Cole answered his questions as follows:

- Why is the Ordinance only addressing rental properties? The Board had discussed that and any member of the Board can answer the questions too. First of all, Chair Cole said that the Statute that we are jumping off of is related to landlord/tenant. Secondly, they felt that we have many people like seniors and people with low incomes and they could not afford to make the necessary repairs to bring the house up to the required minimum standards and have to put them out of their homes. County Manager Heath explained that there are options that are available to the public that can assist with these repairs but the funds are limited.
- Does the Board know how many properties fall into the category of where they cannot afford to make the necessary repairs? Chair Cole said that she did not. Mr. Tyner asked if anyone has pursued volunteers that may be interested in assisting with the repairs. Chair Cole said that they have not.
- Is this strictly for tenants to complain or can neighbors do it too? Mr. Heath and Chair Cole said that both parties can contact the Building Inspector's Office and register their complaint.
- When will this go into effect? Chair Cole said that it would probably be in November.

After Mr. Tyner received the answers to his questions, he explained why he was interested in this which had to do with his property values being reduced because of abandoned houses on his road. These people could not sell their homes and decided to rent them but they have not kept them up. They have had their house up for sale for two years and no one will come look at the property when they come down their road. She encouraged Mr. Tyner to report these properties to the Building Inspector. Commissioner Miller-White said that this is the first step and that this may not solve the problem but it is a beginning.

Chair Cole asked if there were any more comments or questions. There being no further comments or questions, Chair Cole closed the second Public Hearing and proceeded with the Regular Meeting at 7:00 p.m.

**AGENDA**

The Agenda, as amended, was unanimously approved on motion made by Benjamin C. Hobbs, seconded by Tammy Miller-White.

**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. **Approval of Minutes:** September 2, 2014 Regular Meeting and September 15, 2014 Special Called Meeting
2. **Tax Release Approvals:**

**PERQUIMANS COUNTY TAX RELEASES:**

<b>Walton, Brenda</b> -----	<b>\$282.75</b>
Too much paid on prepayment, leaving a credit balance; Account #116091.	
<b>Waters, Kenneth &amp; Rhonda</b> -----	<b>\$212.23</b>
Too much paid on prepayment, leaving a credit balance; Account #323180.	
<b>Sowers, Brian</b> -----	<b>\$106.80</b>
Active Duty Military; Account #8090170	

3. **Personnel Matters:**

Employee Name	Employee Job Title	Action Required	Grade/ Step	New Salary	Effective Date
Patti Hite	Full-Time Telecommunicator	Resignation			10/1/2014
Jennifer Perry	4-H Extension Agent	Resignation			10/3/2014
Jarvis Winslow	Emergency Management Coordinator	Resignation			12/31/2014
Kierra Hinton	Office Assistant III	Resignation			9/30/2014
Terry Hunnicutt	Water Technician I	Retirement			12/31/2014
Larry Chappell	EMS Director	Retirement			11/30/2014
Allison Winslow	IMC Investigator I	Leave Without Pay	40 hours		9/2-9/5 & 9/10/14

4. **Step & Merit Increases:**

Employee Name	Employee Job Title	Grade/ Step	New Salary	Effective Date
Crystal Wright	Full-Time Telecommunicator	60/4	\$26,554	10/1/14
Zeb Daneker	Part-Time Telecommunicator	60/2	\$12.16/hr	10/1/14
Nicole Elliott	IMC Supervisor II	67/2	\$34,415	10/1/14
Shannon Howell	Social Worker IA&T	70/2	\$39,273	9/1/14
Rebecca Corprew	IMC II	63/5	\$31,041	7/1/14
Kay Hall	Social Worker II	67/5	\$37,014	9/1/14
Shawneaka Jordan	Deputy Register of Deeds	58/3	\$23,723	10/1/14
LeAnne Hamilton	Administrative Assistant – Sheriff's Office	60/5	\$27,201	10/1/14

5. **Board Appointments:**

NAME	BOARD	ACTION	TERM	EFFECTIVE DATE
Layden, Dianne	Child Fatality Prevention Team	Appointment	Unlimited	8/28/2014
Hester, Elaine	Nursing Home Care Community Advisory Committee	Reappointment	3 yrs.	11/1/14
Winslow, Wade	Board Trustees for Belvidere/Chappell Hill Fire Dept.	Reappointment	1 yr.	10/1/14
Baker, Julian	Board Trustees for Belvidere/Chappell Hill Fire Dept.	Reappointment	1 yr.	10/1/14
Hobbs, Benjamin	Board Trustees for Bethel Fire Dept.	Reappointment	1 yr.	10/1/14
Muzzulin, Edward	Board Trustees for Bethel Fire Dept.	Reappointment	1 yr.	10/1/14
Chappell, William Wray	Board Trustees for Durant's Neck	Reappointment	1 yr.	10/1/14
Nixon, Mack E.	Board Trustees for Durant's Neck	Reappointment	1 yr.	10/1/14
Boyce, Jonathan	Board Trustees for Inter-County Fire Dept.	Reappointment	1 yr.	10/1/14
Swayne, Robert D.	Board Trustees for Inter-County Fire Dept.	Reappointment	1 yr.	10/1/14

5. **Budget Amendments:****BUDGET AMENDMENT NO. 8  
SCHOOL CONSTRUCTION FUND**

CODE NUMBER	DESCRIPTION OF CODE	AMOUNT	
		INCREASE	DECREASE
65-348-001	State School Funds - Lottery		165,211
65-500-721	Capital Outlay - Hertford Grammar		165,211
<b>EXPLANATION:</b> To reflect exact amounts in Lottery Funds for FY 2014-15.			

6. **ECBH Quarterly Fiscal Monitoring Reports:** The State requires that the Quarterly Fiscal Monitoring Report be presented to the Board for review. The report for period ending on June 30, 2014 was presented.

**PRESENTATIONS**

- Sheriff Eric Tilley introduced the following employees to the Board:
- **Part-Time Animal Control Officer:** Hannah Spear started with the Sheriff's Department as Part-Time Animal Control Office on September 1, 2014. She lives in the New Hope area and is working with Stephen Chappell. She is also awaiting her new truck that the Board approved during the Budget Process.
  - **Deputy Richard Browder:** Deputy Browder started with the Sheriff's Department on July 1, 2014. He came from the Chowan County Sheriff's Office and lives in Edenton, NC.
  - **Deputy Chris Murray:** Deputy Chris Murray started with the Sheriff's Department as their Part-Time Animal Control Officer on September 1, 2014 and has now become a deputy on September 1, 2014. His brother, David Murray, already works with us as a deputy. His previous employment was at the jail. He lives in Perquimans County also. He will begin his BLET training at COA in January, 2015.

Chair Cole welcomed them to Perquimans County. Commissioner Miller-White said that two of them were graduates of Perquimans County High School.

**DR. KANDI DEITERMEYER, PRESIDENT OF THE COLLEGE OF THE ALBEMARLE**

Before addressing the Board, Dr. Deitermeyer introduced their new Board of Trustees Chairman, Marion Harris, Jr. The main purpose of her appearing before the Board tonight was to talk to them about Charles Ward who recently passed away. She thanked the Board for their continued financial support and other support that Perquimans County has given the College of the Albemarle. Dr. Deitermeyer explained that she wanted to come and let the Board know that Mr. Ward served the County well on the COA's Board of Trustees. She further stated that, even after Mr. Ward lost the election, the Commissioners allowed him to remain on the COA's Board of Trustees and she thanks them for that. She said that Mr. Ward was a great person and served the County well. He was faithful in his attendance; was engaged; a thinker – he did not have to speak but you knew he was present and prepared and had something to offer; and mindful. When he did speak, everyone paid attention because he was wiser than she could ever think to be. He was a great servant to the college and served on the Buildings & Grounds Committee. He provided great leadership to the Board of Trustees. Before he passed, he was always generous to the College and asked him to serve on the Board of Trustees for their Foundation. He was willing to do that. She said that he was good to her and very supportive of her. She thanked the Board for allowing her to take time to say these remarks. Chair Cole thanked her for her comments.

**DON ISBELL, BAY LANDING SUBDIVISION**

Chair Cole recognized Mr. Isbell, President of the Bay Landing Homeowners' Association (BLHOA), who was coming before the Board to request release of the Road Maintenance Bond for the Bay Landing Subdivision. Mr. Isbell presented the following timeline for this project:

- **September 12, 2014:** Their Property Owners' Association sent out Proxy Letters to all the Bay Landing Homeowners and Lot Owners.
- **September 28, 2014:** They held a Special Called Meeting to discuss the matter and to receive their approval to proceed with this road acquisition. The issue is that they have a bond with the County in the amount of \$14,500. He asked if the homeowners would be responsible for the difference between the \$14,500 and the actual cost of the repairs. The answer is yes.
- **Developer:** He has talked with the developer, Billy Pearson, who said that there are written instructions included with the bond. He has been asked to receive a certified letter from Mr. Pearson which he has received today that gives us release of these funds. He will provide a copy of this to the County Attorney or Ms. Godfrey.
- **Additional Requirements:** On Friday, October 3<sup>rd</sup>, Donna Godfrey emailed him to request the following additional documentation prior to release of the \$14,512.50 road security bond being held by Perquimans County:
  - a. Request for "True and Certified" copies of the BLHOA minutes documenting the officers elected by the BLHOA majority membership to sign minutes. **COMPLETE**
  - b. Request for "True and Certified" copies of the BLHOA majority membership to assume all costs associated with the road repairs above that covered, by the developer's Road Maintenance bond being held by the County. **COMPLETE**
  - c. Request for an up-to-date Annual Report and other documents required by the Secretary of State to restore BLHOA's standing as an organized entity. **COMPLETE**
  - d. Request for paper or electronic copies of the Restrictive Covenants and BYLAWS which document rules and guidelines of the BLHOA. **COMPLETE** (Covenants and BYLAWS were filed in Perquimans County on February 5, 2003 at 12:33 pm by Deborah. S. Reed, Register of Deeds)
  - e. Request for a signed and notarized approval from the Developer to release funds. **COMPLETE**
  - f. Request for a cost estimate from the BLHOA selected contractor. **COMPLETE**
  - g. Request for NCDOT's latest "punch list". **COMPLETE**

Mr. Isbell feels that, based on the above status of work, he feels that the Board of County Commissioner has the materials needed to release the \$14,500 and move forward with the work on Atkins Way and Dockery Drive located in Bay Landing Subdivision. Chair Cole asked if there were any questions. The following questions were asked:

- **County Manager Heath:** Mr. Heath asked County Attorney High if these documents are what he needed. Mr. High said that he would like to see the hard copies of these documents before he provides a final report to the County Manager. Mr. High told Mr. Isbell to provide the paperwork to Ms. Godfrey.
- **Commissioner Peeler:** Mr. Peeler said that his question may be more towards County Attorney High but he asked, if the bond that we are holding is usually for the building of the roads, can we use these funds for maintenance of roads. Mr. High said that they could use it for the maintenance of the roads.

Chair Cole said that we will amend the Agenda to take action on this matter under New Business.

**HOMERIA JENNETTE, TELECOMMUNICATIONS**

Ms. Jennette presented her monthly report. There were no questions from the Board.

**COMMISSIONER’S CONCERNS/COMMITTEE REPORTS**

Chair Cole asked if there were any Commissioner’s Concerns or Committee Reports. The following reports were made:

- **Commissioner Miller-White:** Ms. Miller-White explained that the new Executive Director, Cathy Davison, is on board at the Albemarle Commission. She just wanted to update the Board on this.
- **Chair Cole:** Ms. Cole explained that, in today’s newspaper, it was reported that East Carolina Behavioral Health (ECBH) has merged with CoastalCare. As she has reported before, the Department of Health & Human Services is requiring that the MCO’s consolidate to four. This will help prevent the State from privatizing the Mental Health Program. They want all the LME’s in the east to consolidate. This is moving slowly but this merger is the first step. This should be accomplished by July, 2015. She further added that she will be stepping down as Chair of the ECHB Board in October, 2014. Her term for this appointment does not end until August, 2015. Commissioner Miller-White thanked her for her service during this pivotal time in the Mental Health Program.

**UPDATES FROM COUNTY MANAGER**

County Manager Heath presented the following updates:

- **Albemarle Commission:** Mr. Heath reported that he met with Cathy Davison, Executive Director of Albemarle Commission, and she provided him a punch list of building repairs at the Albemarle Commission. He has begun work on them.
- **Golden Leaf Grant:** When the County applied for the Golden Leaf Grant, Mr. Heath explained that they included three projects: (1) Commercial Boat Ramp; (2) One-to-One Initiative with the School System; and (3) Reshoring Project in coordination with Wanchese Seafood Authority. Two of the three projects were approved: Boat Ramp and the One-to-One Initiative. County Manager Heath reported that the Reshoring Project has received a \$75,000 grant from USEDA.
- **School System:** The Board has been making efforts to reach out to the School System to educate the children on Local Government. Mr. Heath said that he had recently held seminars at the High School to teach them about Local Government. This was the second year that he has done this and he will continue this year by teaching another seminar next semester.
- **Joint Land Use Study with Navy:** Mr. Heath said that the Navy, in conjunction with the N.C. Department of Commerce wants to do a joint land use study with four (4) counties. The four (4) counties that will be affected are Camden, Currituck, Pasquotank and Perquimans Counties. The counties are down range from the ROTR Radar that the Navy uses for drug interdiction in South America. The purpose of the joint study is to see how the counties and the Navy can plan to limit potential effects on that radar. Dr. Pat Mitchell, N.C. Department of Commerce, met with the four County Managers of these counties last month. They are trying to gauge their interest in doing the joint land use study. This is for information only at this time and they will be discussing this more in the future. The decision that Perquimans County will have to make is whether or not we want to participate in this joint land use study.
- **Basin at Marine Park:** Frank Heath, Bob Peele, and personnel from the N.C. Department of Commerce met with Rep. Steinburg to see if he could assist them in getting funding for Phase I of the Basin at the Marine Park. Rep. Steinburg is trying to talk to Secretary Tata of NCDOT to see if they have any funding available for this project.

**APPOINTMENT: ADULT CARE HOME ADVISORY COMMITTEE**

Chair Cole asked if anyone had a recommendation for this appointment to replace Hattie Sharpe. Since no one had a recommendation, the matter was tabled until we had a recommendation.

**AMEND THE AGENDA**

On motion made by Benjamin C. Hobbs, seconded by Matthew Peeler, the Board unanimously approved to amend the Agenda to add Bay Landing Request to Release Road Maintenance Bond to New Business.

**PLANNING BOARD ITEMS**

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

**Parent-to-Child Deed of Gift, Wayne and William Layden:** A Public Hearing was held earlier in the meeting to receive citizens’ comments to consider a Parent-to-Child Deed of Gift (Case No. NZV-14-06) for a +/-3-acre lot requested by Wayne and William Layden for their daughter/niece (property known as a portion of Tax Parcel No. 3-0038-00130, located on the west side of the 300-block of Beech Springs Road). Chair Cole asked if there were any questions or concerns about the Deed of Gift request. There being none, Chair Cole asked for a motion. Considering the following Section 206 Findings and Section 701E exemption criteria, Kyle Jones made a motion to approve Case No. NZV-14-06, a Parent-to-Child Subdivision by Wayne and William Layden, to Gift Deed a +/-3.0-acre parcel to their daughter and niece, located on the west side of the 300 block of Beech Springs Road (SR 1111), approximately 1,750 feet off the road, via 45-foot wide easement and known as a portion of Tax Parcel No. 3-0038-00130.

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

The motion was seconded by Edward R. Muzzulin and unanimously approved by the Board.

**Amendment to FY 2014-15 Fee Schedule for Planning/Zoning:** Ms. Godfrey requested that the Board approve to correct the fee schedule for the Planning/Zoning. The current copy on the website is incorrect so she wants to update it reflecting the changes in the applications for cell towers with regard to the minimum consultant fees. After some discussion, Matthew Peeler made a motion to re-establish the previous 2013-2014 Fee Schedule increases for Wireless Telecommunications Fees as shown below:

**PERQUIMANS COUNTY, NORTH CAROLINA  
FY 2014-15 PLANNING & ZONING FEES**

Zoning Permit (Residential/Home Occupation).....	\$0.00
Zoning Permit.....	\$100.00
--Certificate of Compliance (after first site visit).....	\$100.00
Sign Permit.....	\$50.00
--Certificate of Compliance (after first site visit).....	\$50.00
Zoning Map Change (Rezoning)** .....	\$450.00
Zoning Text Change.....	\$500.00
Planned Unit Development** .....	\$600.00 + atty. & eng. fees, i/a
--Each periodic inspection after first site visit .....	\$50.00
--Each annual report to explain delay and request an extension and avoid revocation.....	\$150.00
Conditional Use Permit**.....	\$300.00
--Each periodic inspection after first site visit .....	\$50.00
--Each annual report to explain delay and request an extension and avoid revocation.....	\$150.00
Appeal or Interpretation.....	\$300.00
Zoning Variance Request .....	\$300.00
Subdivision Sketch Plat (Major Subdivisions).....	\$100.00
--Preliminary Plat .....	\$100.00 + \$15.00 per lot
--Final Plat.....	\$100.00 + \$15.00 per lot
Abbreviated (Minor) Subdivision Plat.....	\$450.00

Wireless Telecommunications Facility..... County fee of \$500.00  
 +Minimum consultant cost of \$6,500.00  
 +Certificate of Zoning Compliance (after first visit): \$100.00

Wireless Telecommunications Facility  
 (eligible facilities request applications processed per  
 NC GS 153A-349.53 [S.L. 2013-185 (H.B. 6641)] ..... County fee of \$500.00  
 +Minimum consultant cost of \$500.00  
 +Certification of Zoning Compliance (after first visit): \$100.00  
 +Certificate of Zoning Compliance (Consultant fee for verification): \$3,000.00

\* Effective July 1, 2014.  
 \*\* Additional Subdivision fees apply for subsequent review of development plans.  
 In general, fees denoted for a given application do not include fees for subsequent applications and stages of review. Additional public notices in the newspaper or re-notification letters to adjacent and nearby property owners required for continued or additional public meetings and/or hearings will be made at the Applicant's expense.

Amended October 6, 2014

**GKS & Two-Mile Solar Farm Updates:** County Manager Heath presented the following update from CKS & Two-Mile Solar Farm:



**Notice of project status:**

9-22-14

Project: Two Mile and GKS Solar Farms  
Perquimans County NC  
Zoning Permits (Nos. 14-63 and 14-64)  
CUP-13-03&04, Condition N

To whom it may concern:

The intention of this letter is to give the Planning Board and the Board of County Commissioners a status report of the Construction schedule for the two solar farm projects listed above. FLS Energy is planning to begin the construction of the solar farms starting on December 1, 2014 and plan to accomplish approximately 10% of the construction by the end of 2014. Completion of the construction is expected to be by the end of March 2015, with both systems to be on line and fully tested by April 2015. Updated construction schedules are attached for your reference.

Dominion Power has started the upgrades to their side of the system for interconnection of our solar farms to the grid. We expect that by the time our system construction has been completed, Dominion Power will also be completed with their upgrades. I would like to formally request an extension be granted by the Board of Commissioners to allow us to commence these projects past the original end date of October 7 so that the Conditional Use Permit will not be revoked.

Please let me know if any additional information is needed to relate our project status to the Planning Board. I plan to apply for all building and electrical permits within the next couple of weeks so that all permitting is in place.

Thank you for your assistance with these projects. If you have any questions or comments, please do not hesitate to contact me.

Sincerely,  
Holly Crabill  
Holly Crabill  
Project Manager  
FLS Energy Inc.  
130 Roberts Street / Asheville, NC / 28801  
0 828.350.3993 / C 828.768.3292

828.350.3993  
[www.flseenergy.com](http://www.flseenergy.com)  
130 Roberts Street  
Asheville, NC 28801

MAKING SOLAR MAINSTREAM

After some discussion, Tammy Miller-White made a motion to extend the Conditional Use Permit to April 1, 2015. The motion was seconded by Edward R. Muzzulin. Chair Cole asked if there was any more discussion. Commissioner Peeler asked Ms. Godfrey if they had complied with the vegetation barriers that the Board requested. Ms. Godfrey said that she thought so. The motion was unanimously approved by the Board.

**Bay Landing Request to Release Road Maintenance Bond:** On motion made by Matthew Peeler, seconded by Tammy Miller-White, the Board unanimously approved to release the Road Maintenance Bond of \$14,512.50 to the Bay Landing Property Owners Association

**MINIMUM STANDARDS ORDINANCE**

County Manager Heath explained that this Ordinance requires that it has to be a unanimous vote at tonight's meeting. If we do not get a unanimous vote, the item will be tabled until next month and at that time it would not require a unanimous vote. Tammy Miller-White made a motion to approve the following Minimum Standards Ordinance (Proposed Ordinance No. 89):

**ORDINANCE #89**

**An Ordinance Providing for Governmental Enforcement of Landlord Maintenance of Fit Premises**

**Section 1. Findings and Purpose**

G.S. 42-42 requires landlords to provide fit premises and enumerates the standards required of landlords.

Pursuant to G.S. 160A-441, it is hereby declared that there exists in Perquimans County, North Carolina rental dwellings which are unfit for human habitation due to dilapidation; defects increasing the hazards of fire, accidents and other calamities; lack of ventilation, light and sanitary facilities; and other conditions rendering such dwellings unsafe or unsanitary, dangerous and detrimental to the health, safety and morals, and otherwise inimical to the welfare of the residents of the County.

In order to protect the health, safety and welfare of the residents of the County as authorized by Part 6 of Article 19, Chapter 160A of the General Statutes of North Carolina, it is the purpose of this ordinance to establish a means by which the County can assist tenants by providing for enforcement of G.S. 42-42.

The Building Inspector may determine that a dwelling is unfit for human habitation if he finds that conditions exist in the rental dwelling that render it dangerous or injurious to the health, safety or morals of the occupants of the rental dwelling, the occupants of neighboring dwellings, or other residents of the county or conditions that, more specifically that do not comply with the standards set forth in G.S. 42-42.

**Section 2. Powers and Duties of Building Inspector.**

The Building Inspector is hereby designated as the officer to enforce the provisions of this ordinance and to exercise the duties and powers herein prescribed. The Building Inspector is authorized to exercise such powers as may be necessary or convenient to carry out and effectuate the purpose and provisions of this ordinance. The Building Inspector shall have the following powers and duties:

- 1) to investigate the conditions of rental dwellings, and to inspect rental dwellings and rental dwelling units located in the County, in order to determine which rental dwellings and rental dwelling units are unfit for human habitation, and for the purpose of carrying out the objectives of this ordinance with respect to the repair, closing or demolition of such rental dwellings and rental dwelling units;

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- 2) to take such action, together with other appropriate departments and agencies, public and private, as may be necessary to effect rehabilitation of rental housing which is deteriorated;
- 3) to keep a record of the results of inspections made under this ordinance and an inventory of those rental dwellings that do not meet the minimum standards of fitness prescribed in G.S. 42-42;
- 4) to administer oaths and affirmations, examine witnesses and receive evidence;
- 5) to enter upon premises of rental dwellings for the purpose of making examinations and inspections; provided, such entries shall be made in such manner as to cause the least possible inconvenience to the persons in possession, including but not limited to the right to obtain an administrative search and investigation warrant to search and inspect any rental dwelling as is allowed by G.S. 15-27.2;
- 6) to appoint and fix the duties of such officers, agents, and employees as he deems necessary to assist in carrying out the purposes of this ordinance, and to delegate any of his functions and powers to such officers, agents and employees; and
- 7) to perform such other duties as may be prescribed herein or by the County Board of Commissioners.

**Section 3. Inspections: Duty of Owners and Occupants.**

- 1) For the purpose of making inspections, the Inspector is hereby authorized to enter, examine and survey at all reasonable times all rental dwellings, rental dwelling units, rooming houses, rooming units and the premises associated therewith. The owner or occupant of every rental dwelling, rental dwelling unit, rooming house or rooming unit or the person in charge thereof shall give the Inspector free access to such dwelling and its premises at all reasonable times for the purpose of such inspection, examination and survey.
- 2) Every occupant of a rental dwelling, rental dwelling unit, rooming house or rooming unit shall give the owner thereof, or his agent or employee, access to any part of such dwelling unit and its premises at all reasonable times for the purpose of making such repairs or alterations as are necessary to effect compliance with the provisions of this ordinance or with any lawful order issued pursuant to the provisions of this ordinance.

**Section 4. Procedure for Enforcement**

- 1) **Preliminary Investigation; Notice; Hearing.** Whenever a written petition is filed with the Inspector by a Public Authority or by at least one (1) resident of the County charging that any rental dwelling or rental dwelling unit is unfit for human habitation, or whenever it appears to the Inspector, upon inspection, that any rental dwelling or rental dwelling unit is unfit for human habitation he shall, if his preliminary investigation disclosed a basis for such charges, issue and cause to be served upon the owner or any parties in interest in such rental dwelling or rental dwelling unit a complaint stating the charges and containing a notice that a hearing will be held before the Inspector at a place therein fixed, not less than ten (10) days nor more than thirty (30) days after the serving of the complaint. Notice of such hearing shall also be given to at least one of the persons signing a petition relating to such dwelling. Any person desiring to do so may attend such hearing and give evidence relevant thereto. Rules of evidence in courts of law or equity shall not be controlling in hearings before the Inspector.
- 2) **Procedure After Hearing.** After notice and hearing, if the public officer determines that the rental dwelling under consideration is unfit for human habitation, he shall state in writing his findings of fact in support of that determination and shall issue and cause to be served upon the owner thereof an order directing that the owner thereof take such action as is authorized to be ordered herein.
  - i) If the repair, alteration or improvement of the rental dwelling can be made at a reasonable cost in relation to the value of the dwelling requiring the owner, within the time specified, the Inspector shall order the owner to repair, alter or improve the dwelling in order to render it fit for human habitation and in the event the owner does not repair, alter or improve the dwelling in order to render it fit for human habitation, the Inspector shall order the occupants of the rental dwelling to vacate said dwelling and the Inspector shall close the dwelling to human habitation; or
  - ii) If the repair, alteration or improvement of the dwelling cannot be made at a reasonable cost in relation to the value of the dwelling requiring the owner, within the time specified in the order, the Inspector shall order the occupants of the rental dwelling to vacate said dwelling and close the dwelling to human habitation. However, notwithstanding any other provision of law, if the dwelling is located in a historic district of a city and the Historic District Commission of that city determines, after a public hearing as provided by ordinance, that the dwelling is particular significance or value toward maintaining the character of the district, and the dwelling has not been condemned as unsafe, the order may require that the dwelling be vacated and closed consistent with G.S. 160A-400.14(a).
- 3) That, if the owner fails to comply with an order to repair, alter or improve or to vacate and close the rental dwelling, the public officer may cause the rental dwelling to be repaired, altered or improved or to be vacated and closed; that the public officer may cause to be posted on the main entrance of any dwelling so closed, a placard with the following words: "This building is unfit for human habitation; the use or occupation of this building for human habitation is prohibited and unlawful." Occupation of a building so posted shall constitute a Class 1 misdemeanor.
- 4) That, if the owner fails to comply with an order to repair, alter, or improve, or to vacate and close the rental dwelling within ninety days of the Inspector's notice to the owner to do so, the Inspector may cause such dwelling to be removed or demolished. The duties of the public officer set forth in subdivisions (4) and (5) of G. S. 160A-443 shall not be exercised until the governing body shall have by ordinance ordered the Inspector to proceed to effectuate the purpose of the Article with respect to the particular property or properties which the Inspector shall have found to be unfit for human habitation and which property require demolition or removal of a dwelling and until the owner has first been given a reasonable opportunity to bring it into compliance with the housing code and the orders of the Inspector. Any such ordinance so enacted shall be recorded in the office of the Register of Deeds in the county wherein the property or properties are located and shall be indexed in the name of the property owner in the grantor index.

**Section 5. Methods of Service of Complaints and Orders.**

Complaints or orders issued by the Inspector shall be served upon persons either personally or by registered or certified mail. If the whereabouts of such persons are unknown and the same cannot be ascertained by the Inspector in the exercise of reasonable diligence, the Inspector shall make an affidavit to that effect, and the serving of such complaint or order upon such person may be made by publishing the same at least once no later than the time at which personal service would be required under the provisions of this ordinance in a newspaper having general circulation in the County. Where service is made by publication, a notice of the pending proceeding shall be posted in a conspicuous place on the premises affected by the complaint or order on such a date than is no later than the time at which personal service would be required under the provisions of this ordinance.

**Section 6. In Rem Action by Inspector; Placarding**

After failure of an owner of a rental dwelling or rental dwelling unit to comply with an order of the Inspector issued pursuant to the provisions of this ordinance, and only upon adoption by the governing board or County Board of Commissioners of an ordinance authorizing and directing him to do so, as provided by G.S. 160A-443 (5) the Inspector shall proceed to cause such dwelling or dwelling unit: (i) to be repaired, altered or improved to comply with the minimum standards of fitness established by GS 42-42; or (ii) to be vacated and closed; or (iii) or to be removed or demolished, as directed by the ordinance of the governing board or the County Board of Commissioners and shall cause to be posted on the main entrance of such rental dwelling or rental dwelling unit a placard with the following words: "this building is unfit for human habitation; the use or occupation of this building for human habitation is prohibited and unlawful." Occupation of a building so posted shall constitute a Class 1 misdemeanor. Each ordinance shall be recorded in the office of the Register of Deeds in the county wherein the property is located, and shall be indexed in the name of the property owner in the grantor index, as provided by G.S. 160A-443(5).

**Section 7. Costs, a Lien on Premises; Sale of personal property.**

That the amount of the cost of: (i) repairs, alterations or improvements; or (ii) vacating and closing of the rental dwelling; or (iii) or removal or demolition of the rental dwelling by the public officer shall be a lien against the real property upon which the cost was incurred, which lien shall be filed, have the same priority, and be collected as the lien for special assessments provided in Article 10 of Chapter 160A of the North Carolina General Statutes. If the dwelling is removed or demolished by the public officer, he shall sell the materials of the dwelling and personal property of or in the dwelling, and shall credit the proceeds of the sale against the cost of the removal or demolition and any balance remaining shall be deposited in the superior court by the public officer, shall be secured in a manner directed by the court, and shall be disbursed by the court to the persons found to be entitled thereto by final order or degree of the court. Nothing in this section shall be construed to impair or limit in any way the power of the county to define and declare nuisances and to cause their removal or abatement by summary proceedings, or otherwise under any other ordinance or statute.

**Section 8. Civil Action.**

If any occupant fails to comply with an order to vacate a rental dwelling, the public officer may file a civil action in the name of the county to remove such occupant. The action to vacate the rental dwelling shall be in the nature of summary ejection and shall be commenced by filing a complaint naming as parties-defendants any persons occupying such rental dwelling. The clerk of superior court shall issue a summons

requiring the defendant to appear before the magistrate at a certain time, date and place not to exceed 10 days from the issuance of the summons to answer the complaint. The summons and complaint shall be served as provided in G. S. 42-29. The summons shall be returned according to its tenor, and if on its return it appears to have been duly served, and if at the hearing the public officer produces a certified copy of an ordinance adopted by the governing body pursuant to subdivision (5) of G.S. 160A-443 authorizing the officer to proceed to vacate the occupied dwelling, the magistrate shall enter judgment ordering that the premises be vacated and that all persons be removed. The judgment ordering that the rental dwelling be vacated shall be enforced in the same manner as the judgment for summary ejection entered under G.S. 42-30. An appeal from any judgment entered hereunder by the magistrate may be taken as provided in G. S. 7A-228, and the execution of such judgment may be stayed as provided in G. S. 7A-227. An action to remove an occupant of a rental dwelling who is a tenant of the owner may not be in the nature of a summary ejection proceeding pursuant to this paragraph unless such occupant was served with notice at least 30 days before the filing of the summary ejection proceeding that the governing body has ordered the public officer to proceed to exercise his duties under subdivisions (4) and (5) of G. S. 160A-443 to vacate and close or remove and demolish the rental dwelling.

#### **Section 9. Appeal Remedies.**

- 1) **Appeals from Orders of Inspector.** An appeal from any decision of the Inspector may be taken by any person aggrieved thereby. Any appeal from the Inspector shall be taken within 10 days from the date of the hearing if the Inspector's decision is announced at the hearing or in the event the Inspector's decision is not announced at the hearing any appeal shall be taken within 10 days of the date the written order is served upon the owner and/or the occupant of the rental dwelling. The appeal shall be taken by the filing with the Inspector and with the governing board a notice of appeal, which shall specify the grounds upon which the appeal is based. Upon the filing of any notice of appeal, the Inspector shall forthwith transmit to the board all the papers constituting the record upon which the decision appealed from was made. When an appeal is from a decision of the Inspector refusing to allow the person aggrieved thereby to do any act, his decision shall remain in force until modified or reversed. When an appeal is from a decision of the Inspector requiring the person aggrieved to do any act, the appeal shall have the effect of suspending the requirement to do any act until the hearing by the Board, unless the Inspector certifies to the Board, after the notice of appeal is filed with him, that by reason of the facts stated in the certificate (a copy of which shall be furnished to the appellant), a suspension of his requirement would cause imminent peril to life or property, in which case the requirement shall not be suspended except for due cause shown upon not less than one day's written notice to the Inspector, by the Board, or by a court of record upon petition made pursuant to G.S. 160A-446 (f).

The Board shall fix a reasonable time for the hearing of all appeals, shall give due notice in writing to all parties, and shall render its decision within a reasonable time. Any party may appear in person or by agent or attorney. The Board may reverse or affirm, wholly or partly, or may modify the decision or order appealed from, and may make such decision and order as in its opinion ought to be made in the matter, and to that end it shall have all the powers of the Inspector, but the concurring vote of four members of the Board shall be necessary to reverse or modify any decision or order of the Inspector. The Board shall have power also in passing upon appeals, in any case where there are practical difficulties or unnecessary hardships in the way of carrying out the strict letter of the ordinance, to adapt the application of the ordinance to the necessities of the case to the end that the spirit of the ordinance shall be observed, public safety and welfare secured and substantial justice done.

Every decision of the Board shall be subject to review by proceedings in the nature of certiorari instituted within 15 days of the decision of the Board, but not otherwise.

- 2) **Petition to Superior Court by Owner.** Any person aggrieved by an order issued by the Inspector or a decision rendered by the Board shall have the right, within thirty (30) days after issuance of the order or rendering of the decision, to petition the superior court for a temporary injunction restraining the Inspector from enforcing any order entered or issued by the Inspector pending a final disposition of the cause, as provided by G. S. 160A-446(f). Hearings shall be had by the court on a petition within twenty (20) days, and shall be given preferences over other matters on the court's calendar. The court shall hear and determine the issues raised and shall enter such final order or decree as law and justice may require. It shall not be necessary to file bond in any amount before obtaining a temporary injunction under this subsection.
- 3) If any rental dwelling is erected, constructed, altered, repaired, converted, maintained, or used in violation of this ordinance or code adopted under authority of this ordinance or any valid order or decision of the Inspector or Board made pursuant to any ordinance or code adopted under authority of this ordinance, the Inspector or Board may institute any appropriate action or proceedings to prevent the unlawful erection, construction, reconstruction, alteration or use to restrain, correct or abate the violation, to prevent the occupancy of the rental dwelling, or to prevent any illegal act, conduct or use in or about the premises of the rental dwelling.

#### **Section 10. Alternative Remedies.**

Neither this ordinance nor any of its provisions shall be construed to impair or limit in any way the power of the County to define and declare nuisances and to cause their abatement by summary action or otherwise, or to enforce this ordinance by criminal process as authorized by G.S. 14-4 or any other ordinance or statute and the enforcement of any remedy provided herein shall not prevent the enforcement of any other remedy or remedies provided herein or in other ordinances or laws.

#### **Section 11. Governing Board to Hear Appeals.**

All appeals which may be taken from decisions or orders of the Inspector pursuant to this ordinance shall be heard and determined by the governing board. As the appeals body, the Board shall have the power to fix the times and places of its meeting, to adopt necessary rules of procedure and any other rules and regulations which may be necessary for the proper discharge of its duties. The Board shall keep an accurate journal of all of its proceedings.

If the Zoning Board of Adjustments consists of more than five members, the chairman shall designate five members to hear appeals under this ordinance.

#### **Section 12. Conflict with Other Provisions.**

In the event any provision, standard, or requirement of this ordinance is found to be in conflict with any provision of any other ordinance or code of the County or statute of the state of North Carolina, the provision which establishes the higher standard or more stringent requirement for the promotion and protection of the health and safety of the residents of the County shall prevail.

#### **Section 13. Violations; Penalty.**

- 1) It shall be unlawful for the owner of any rental dwelling or rental dwelling unit to fail, neglect, or refuse to repair, alter, or improve the same, or to vacate and close and remove or demolish the same, upon order of the Inspector duly made and served as herein provided, within the time specified in such order. Each day that any such failure, neglect, or refusal to comply with such order continues shall constitute a separate and distinct offense. Violation of this section may also subject the owner or party of interest to a civil penalty of fifty dollars (\$50.00) per day for each and every day the violation exists, not to exceed three thousand (\$3,000.00). Civil penalties shall be paid to Perquimans County and shall be paid at the County Inspections Department. Failure of the owner or party of interest to pay the civil penalty within twelve (12) days of written notice of the penalty and demand to pay the same shall result in Perquimans County initiating a civil action to collect the penalty due.
- 2) It shall be unlawful for the owner of any rental dwelling or rental dwelling unit, with respect to which an order has been issued pursuant to Section 14 of this ordinance, to occupy or permit the occupancy of the same after the time prescribed in such order for its repair, alteration or improvement or its vacation and closing. Each day that such occupancy continues after such prescribed time shall constitute a separate and distinct offense. Violation of this section may also subject the owner or party of interest to a civil penalty of fifty dollars (\$50.00) per day for each and every day the violation exists, not to exceed three thousand (\$3,000.00). Civil penalties shall be paid to Perquimans County and shall be paid at the County Inspections Department. Failure of the owner or party of interest to pay the civil penalty within twelve (12) days of written notice of the penalty and demand to pay the same shall result in Perquimans County initiating a civil action to collect the penalty due.
- 3) The violation of any provision of this ordinance shall constitute a misdemeanor, as provided by G. S. 14-4.
- 4) In addition to the penalties established and the remedies provided by other provisions of this ordinance, this ordinance may be enforced by an appropriate equitable remedy issued by a court of competent jurisdiction.

#### **Section 14. Severability.**

If any provision of this ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such provision shall be deemed a separate, independent provision and such holding shall not affect the validity of any other provision hereof, and to that end, the provisions of this ordinance are hereby declared to be severable.

#### **Section 15. Effective Date.**

This ordinance shall be effective on \_\_\_\_\_, \_\_\_\_\_.

PASSED AND ENACTED by the Board of County Commissioners of Perquimans County, North Carolina, this \_\_\_\_ day of \_\_\_\_\_, 2014.

**BOARD OF COUNTY COMMISSIONERS OF  
PERQUIMANS COUNTY, NORTH CAROLINA**

By: \_\_\_\_\_  
Janice McKenzie Cole, Chair

ATTEST:

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

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

- **Commissioner Peeler:** Mr. Peeler said that he understands Mr. Tyner's concerns of the growth in number of rental properties in the County that are dilapidated and he understands that we need to have some form of protection in this matter. His concern is that we are using Article 160A when we shouldn't be using it with Article 42.38 (*Application. This Article determines the rights, obligations, and remedies under a rental agreement for a dwelling unit within this State. [1977, c. 770, s. 1.]*) which impacts Chapter 42. Article 5 is for Residential Rental Agreements which indicates that 42.38 is the source that we are supposed to go to. In addition, 42.44 states: **General remedies, penalties, and limitations.** (a) *Any right or obligation declared by this Chapter is enforceable by civil action, in addition to other remedies of law and in equity.* This is telling us that the General Assembly is giving us the authority for rental properties to only use Statute 42. The remedies, power, and authority necessary to impose this is found in Chapter 42 only and we should not have to be going to Article 160. The other issue he has is that, once we tell the landlord that his property is placarded and no longer qualifies for people to live in, then that property is no longer a rental property; yet we are going further into by utilizing 160A to potentially remove that property which is no longer a rental property which we aren't doing for everybody else under these instructions. Once it becomes that they can't count it as rental properties, it now should fall under the other properties in the County that are unsafe to live in. He feels that we need to stay within Article 42 and not bring Article 160A into the mix.
- **Chair Cole:** Ms. Cole said that the Board has been discussing this matter for some time now. The difference of opinion is that Article 42 is the civil remedy for the tenants but, in order for the County to assist in these matters, they will need to use the teeth that is found in Article 160A. The Board has received the opinion of our County Attorney and they have two other attorneys on the Board and they feel that we are using the Statute in the correct way.

There being no further comments or questions, Chair Cole asked for a vote. The vote was five (5) to one (1) with Commissioner Peeler voting against the motion. Since they did not have a majority vote, the matter will be tabled to the November meeting.

### BOARD APPOINTMENTS

With the death of Charles H. Ward, the Board will need to appoint replacements for his seats on the Agricultural Advisory Board and the COA Board of Trustees. At their Work Session, the Board discussed the appointments and recommends the appointment of Lewis Smith to the Agricultural Advisory Board (term ends on January 1, 2017) and Charlie Lacefield to the COA Board of Trustees (term ends on June 30, 2017). On motion made by Edward R. Muzzulin, seconded by Tammy Miller-White, the Board unanimously approved the appointment of Lewis Smith to the Agricultural Advisory Board and Charlie Lacefield to the COA Board of Trustees to complete Mr. Ward's terms.

### 2014 SINGLE-FAMILY REHABILITATION PROGRAM SERVICE AGREEMENT AMENDMENT #1

On motion made by Matthew Peeler, seconded by Edward R. Muzzulin, the Board unanimously approved the following Amendment #1:

**First Amendment  
to the  
North Carolina Housing Finance Agency  
2014 Single-Family Rehabilitation Loan Pool (SFR14)  
Home Performance with Energy Star  
Service Agreement**

This First Amendment to the North Carolina Housing Finance Agency Single-Family Rehabilitation Loan Pool Home Performance with Energy Star Service Agreement in conjunction with the 2014 Single-Family Rehabilitation Program project (SFRLP1421) Funding Agreement (the "Amendment") is entered into as of September 15, 2014, by and among North, Carolina Advanced Energy Corporation ("AE" or "Advanced Energy"), the North Carolina Housing Finance Agency ("Agency") and Perquimans County ("Member"),

**Recitals**

Whereas, Advanced Energy, the Agency and the Member entered into that certain North Carolina Housing Finance Agency 2014 Single-Family Rehabilitation Loan Pool Home Performance with Energy Star Service Agreement dated May 29, 2014 ("Agreement") for the purposes described therein; and

WHEREAS, pursuant to Article 3 of the Agreement, the term of the Agreement is for a period of one year from the date of the Agreement ("Effective Date"); and

WHEREAS, the nature of the work cannot be completed within a period of one year, and the parties desire to extend the term of the Agreement; and

WHEREAS, the parties have agreed to extend the term of the Agreement.

NOW, THEREFORE, in consideration of the representations, warranties, and mutual agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Member and the Agency agree as follows:

- I. Article 3 of the Agreement is deleted in its entirety and replaced with the following:

**ARTICLE 3  
TERM**

**Section 3.1 Term**

This Agreement shall expire three years from the Effective Date, unless earlier terminated as provided herein, Articles 3, 4, 5, 6 and 7 shall survive termination of this Agreement.

- II. This Amendment shall be governed by and construed under North Carolina law. Any and all disputes between the parties that cannot be settled by mutual agreement shall be resolved solely and exclusively in the North Carolina State courts.
- III. Any provision of this Amendment that is determined to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Amendment and the Agreement, and no such prohibition or unenforceability in any jurisdiction shall invalidate such provision in any other jurisdiction.
- IV. All other terms and provisions in the Agreement that are not otherwise modified by this Amendment will remain in full force and effect and remain binding on the parties hereto,
- V. All references to the "Agreement" necessarily include, in all instances, the Agreement and this Amendment whether or not so noted contextually, and all amendments and modifications thereto. Specific references throughout the Agreement and any amendment to individual documents that are incorporated by reference into this Agreement or any amendment are not inclusive of any other documents that are incorporated by reference, unless so noted contextually,

**In Witness Whereof**, Advanced Energy, the Member and Agency by their duly authorized officials hereby execute and deliver this First Amendment to the North Carolina Housing Finance Agency 2014 Single-Family Rehabilitation Loan Pool Home Performance with Energy Star Servicing Agreement.

**Agency:**  
North Carolina Housing Finance Agency

**Member:**  
Perquimans County



By: \_\_\_\_\_  
Name: C. William Dowse  
Title: Director of Strategic Investment  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Janice McKenzie Cole  
Title: Chair, Perquimans County Board of Commissioners  
Date: October 6, 2014

North Carolina Housing Finance Agency

By: \_\_\_\_\_  
Name: C. William Dowse  
Title: Director of Strategic Investment  
Date: \_\_\_\_\_

**CONTRACT FOR CONSULTANT SERVICES – HOLLAND CONSULTANT PLANNERS**

On motion made by Edward R. Muzzulin, seconded by Matthew Peeler, the Board unanimously approved the following contract with Holland Consultant Planners, Inc. to complete our Land Use Plan including the **changes** to Attachment A and B which Ms. Godfrey requested:

**AMENDMENT #1 CAMA LAND USE PLAN**

THIS CONTRACT FOR CONSULTANT SERVICES (the "Contract") is made this 6<sup>th</sup> day of October, 2014, between PERQUIMANS COUNTY, North Carolina, hereinafter called the County, and HOLLAND CONSULTING PLANNERS, INC., Wilmington, North Carolina, hereinafter referred to as the Consultant.

1. The Consultant agrees to assist Perquimans County with amendments to the CAMA Land Use Plan.
2. The County agrees to pay the Consultant an amount not to exceed \$10,000.00 for all services rendered. Payments shall be made in accordance with the hourly rates set forth in Attachment "B" and in accordance with the accomplishments reflected in the status report included with each invoice, There will be no additional charges for reimbursables, such as printing, copying, travel other than deliverables which may be identified in each Work Authorization.
3. The Consultant may request in writing and the County will consider granting time extensions for reasons of delay which are beyond the control of the Consultant. Delays may not necessarily be the result of any action or lack of action by Perquimans County.
4. Perquimans County shall promptly notify Consultant should it become necessary to cancel a scheduled meeting or work session requiring the attendance of the Consultant or the Consultant's representative. Should Perquimans County fail to notify Consultant of any such cancellation, and Consultant incurs travel time in attending such meeting, Consultant will invoice the County for this time, which will be considered in excess of the not-to-exceed fee noted above.
5. Either party may terminate this Contract upon the other's filing for bankruptcy, insolvency, or assignment for the benefit of creditors or upon material breach of the Contract. Either party may terminate this Contract upon material breach of the Contract by the other if, after 30-days' written notice of such material failure, the breaching party fails to cure its breach, The County may suspend or terminate this Contract for convenience by providing Consultant with 15-days' written notice of such action. In the event of suspension or termination for any reason, Consultant shall be entitled to compensation for services rendered and reimbursable expenses Incurred until the date of receipt of such notice of termination. If the County suspends or otherwise delays Consultant's services under the Contract, Consultant may terminate the Contract upon giving 15-days' written notice.
6. If the County fails to make any payment due the Consultant for services and expenses within forty-five days after receipt of Consultant's bill therefore, the amounts due Consultant shall include a charge at the rate of 1% per month from said forty-fifth day for balance past due, and in addition, Consultant may, after giving seven days' written notice to the County, suspend services under this Contract until he has been paid in full all amounts due him for services and expenses.
7. No deletions, additions, changes or revisions shall be made to the scope of services or related fees under this Contract except by written agreement of the parties hereto. Should the Consultant be required to render additional services not included in the scope of work, the County shall pay the Consultant for such services at an amount equal to the expenses incurred in connection with the rendering of such services, Payroll costs for additional work will be charged at the hourly rates included herein. Payments for additional services not included in the scope of work shall be in addition to the contract not-to-exceed fee specified herein.
8. The Consultant shall provide the County with the deliverables as detailed in each Work Authorization. To the extent that any such work may be subject to Consultant's copyright, the Consultant gives each County license and permission to make whatever use, including the making of copies, of the final report, which includes all printed work and any illustrated text or maps, that each County deems appropriate.
9. The Consultant covenants that he presently has no interest and shall not acquire any interest, direct or indirect, nor employ any persons having such interests which would conflict in any manner or degree with the performance of services required to be performed under this Contract.
10. The County shall designate a representative authorized to act on its behalf with respect to the Project. The County or the County's Representative shall examine documents submitted by the Consultant and shall render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of work, The County's Representative is Donna Godfrey.
11. The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin and shall take affirmative action to ensure equal opportunity in its employment practices.
12. Consultant is an independent contractor to the County in performing services under the Contract and is not an employee, agent, joint-venturer or partner of the County,
13. Consultant warrants that it, as well as any subcontractors employed by Consultant, will perform services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
14. It is mutually agreed that this Contract is not transferable by any signatory to a third party without the consent of the other party.
15. Original documents, tracings, and reports shall be retained by the Consultant, and reproducible copies shall be furnished to the County,
16. Consultant hereby acknowledges that the final reports, which include all printed work and any illustrated text or maps, are public records pursuant to N.C. Gen. Stat. Chpt. 132, the North Carolina Public Records Act, and that all draft materials may be deemed public records pursuant to the same.
17. Any notice required hereunder shall be sufficiently given when sent to the signatories via United States certified mail, return receipt requested, or via overnight courier with receipt verification to the address set forth herein, or by personally delivering such notice to said signatory. The mailing address for Holland Consulting Planners Inc shall be 3329 Wrightsville Ave, Wilmington, NC 28411, attention of T. Dale Holland. The mailing address for Perquimans County shall be P.O. Box 45, 128 N. Church St., Hertford, NC 27944, attention of Frank Heath, County Manager.

IN WITNESS HEREOF, they have executed this Contract, the day and year first above written.

HOLLAND CONSULTING PLANNERS, INC.

PERQUIMANS COUNTY, NC

\_\_\_\_\_  
T. Dale Holland, President

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

This contract has been preaudited in the manner required by the manner required by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
Finance Officer

\_\_\_\_\_  
Date

**Attachment A  
Perquimans County  
Comprehensive Land Use Plan  
Health & Wellness Addendum**

**Scope of Work**

The Project Scope will involve the following:

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1. Update all required elements of the Perquimans County CAMA Land Use Plan as indicated in the memorandum of required revisions submitted by DCM prior to initial review,
2. Coordinate a review meeting with NC DCM to address further concerns.
3. Revise as required per DCM comments.
4. Submit revised plan for review by staff/planning board (secure recommendations from PB) (Attended by HCP)
5. Public Hearing for adoption. (Attended by HCP)
6. Submit to Coastal Resources Commission for Certification. (Attended by County)

**Attachment B  
Hourly Rates  
Perquimans County  
Comprehensive Land Use Plan  
Health & Wellness Addendum**

Staff Position	Hourly Rate
T. Dale Holland, AICP Principal Planner/Project Manager	\$150.00
Landin Holland, AICP, MPA, CZO Senior Planner	\$95.00
Wes MacLeod, ASLA Urban Designer & Planner	\$85.00
Administrative/Clerical Services	\$55.00

Contract not to exceed \$10,000.00

**AGENT AUTHORIZATION FORM – CAMA PERMIT APPLICATION**

On motion made by Benjamin C. Hobbs, seconded by Edward R. Muzzulin, the Board unanimously authorized the Chair to sign the following Agent Authorization Form – CAMA Permit Application:

**N.C. DIVISION OF COASTAL MANAGEMENT  
AGENT AUTHORIZATION FORM**

Date October 6, 2014

**Name of Property Owner Applying for Permit:**

Perquimans County

**Mailing Address:**

P.O. Box 45

Hertford, NC 27944

I certify that I have authorized (agent) Wildlife Resources Commission to act on my behalf, for the purpose of applying for and obtaining all CAMA Permits necessary to install or construct (activity) Boat Ramp, at (my property located at) Granby Street, Hertford, NC 27944.

This certification is valid thru (date) March 1, 2016.

\_\_\_\_\_  
Property Owner Signature 10/6/2014  
Date

**PUBLIC COMMENTS**

- Bob Bastek stated to the Board that they needed to walk carefully when working with the Navy since they did not work very well with the County regarding the wind farm solely for this radar. County Manager Heath stated that there was a requirement that 50% of the entities within the proposed study area have to agree to participate. That is why the counties are working together to not to participate but there are Virginia jurisdictions that are included that may carry some weight.
- Richard Parr asked if pigs and chickens are included on this Animal Control Board. Chair Cole said that she does not know how it reads but they will have to check with Sheriff Tilley. Mary Hunnicutt, Clerk to the Board, wanted clarification on whether or not he was talking about Animal Control Board or Minimum Housing Ordinance. She was told both.

**ADJOURNMENT**

There being no further comments or business to discuss, the Regular Meeting was adjourned at 8:53 p.m. on motion made by Matthew Peeler.

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

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Clerk to the Board

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