

**PERSON COUNTY BOARD OF COMMISSIONERS**  
**MEMBERS PRESENT**

**FEBRUARY 19, 2019**  
**OTHERS PRESENT**

David B. Newell, Sr.  
Gordon Powell  
Jimmy B. Clayton  
Kyle W. Puryear  
B. Ray Jeffers - ABSENT

Heidi York, County Manager  
C. Ronald Aycock, County Attorney  
Brenda B. Reaves, Clerk to the Board

The Board of Commissioners for the County of Person, North Carolina, met in regular session on Tuesday, February 19, 2019 at 9:00am in the Commissioners' meeting room in the Person County Office Building.

Chairman Newell called the meeting to order. Commissioner Clayton offered an invocation and Commissioner Puryear led the group in the Pledge of Allegiance. Vice Chairman Jeffers was absent due to medical reasons.

**DISCUSSION/ADJUSTMENT/APPROVAL OF AGENDA:**

Commissioner Clayton requested the item on the agenda for an Appointment to the Economic Development Commission be postponed to the next meeting so that Vice Chairman Jeffers could participate in the discussion. Commissioner Puryear requested that the applicants be notified for an informal interview. It was the consensus to conduct brief, informal interviews with the applicants seeking appointment on the Economic Development Commission at 8:30am on March 18, 2019, prior to the Board's regular scheduled meeting at 9:00am.

A **motion** was made by Chairman Newell and **carried 4-0** to approve the agenda, as adjusted, by moving the item for Appointment to Economic Development Commission to the March 18, 2019 agenda.

**INFORMAL COMMENTS:**

There were no comments from the public.

**DISCUSSION/ADJUSTMENT/APPROVAL OF CONSENT AGENDA:**

A **motion** was made by Commissioner Puryear and **carried 4-0** to approve the Consent Agenda with the following items:

- A. Approval of Minutes of January 7, 2019,
- B. Approval of Minutes of January 22, 2019,
- C. Approval of Minutes of February 4, 2019,
- D. Budget Amendment #14
- E. Tax Adjustments for February 2019
  - a. Tax Releases
  - b. NC Vehicle Tax System pending refunds

**NEW BUSINESS:**

**RESOLUTION SUPPORTING LOCAL CONTROL OF SCHOOL CALENDARS:**

Dr. Rodney Peterson, Person County Schools Superintendent requested the Board of Commissioners to adopt a Resolution Supporting Local Control of School Calendars. He said the Board of Education adopted the same resolution a week earlier and noted that Representative Yarborough would support filing a bill for local control of school calendars.

A **motion** was made by Commissioner Clayton and **carried 4-0** to adopt a Resolution Supporting Local Control of School Calendars.

**Person County Board of Commissioners  
Resolution Supporting Local Control of School Calendars**

WHEREAS, North Carolina General Statutes give local boards of education powers of supervision and control of local school systems; and

WHEREAS, local control over establishing school calendars is an integral component of school supervision and administrative powers with which local boards of education have been vested; and

WHEREAS, in 2004 the North Carolina General Assembly seized control of setting school calendars and imposed a one-size-fits-all mandate on how school calendars are to be set; and

WHEREAS, the current one-size-fits-all school calendar start date is no earlier than the Monday closest to August 26th and the end date is no later than the Friday closest to June 11<sup>th</sup>; and

WHEREAS, the State mandated late start date means that all schools do not complete the first semester until mid to late January; and

WHEREAS, the current law essentially requires high school students to take first semester exams after the winter break, which negatively impacts test scores, according to students and educators; and

WHEREAS, the second semester for high school students starts two to three weeks later than community colleges and universities; and

WHEREAS, superintendents report that the calendar misalignment makes it nearly impossible for high school students or recent winter graduates to take courses at a nearby community college or university during the second semester; and

WHEREAS, exams for Advanced Placement and International Baccalaureate classes are given on the same day nationwide, and the current calendar law shortens the amount of time North Carolina's students have to learn the material before test day; and

WHEREAS, it is well-documented through multiple studies that children will experience a phenomenon known as summer learning loss, which has a disproportionate impact on low-income children; and

WHEREAS, long summer breaks can also negatively impact child nutrition, as low-income children who have access to regular meals at school through the free and reduced priced meal program may not have access to regular meals at home; and

WHEREAS, with little flexibility built into the calendar, scheduling make-up days is extremely challenging; and

WHEREAS, major hurricanes, severe winter snow storms, have caused Person County Public Schools to miss numerous instructional days over the last several years, and

**February 19, 2019**

WHEREAS, Person County Schools was only able to make up some of the missed days over the past three years; and

WHEREAS, fall sports and band begin August 1, schedules for extracurriculars have not changed to coincide with the State-mandated school calendar; and

WHEREAS, local boards of education are best equipped to understand the balancing act of meeting the community's needs and maximizing student success; and

WHEREAS, restoring local control of school calendars will allow local boards of education to best meet the calendar preferences of families, educators and businesses in our community while allowing for innovative experimental approaches to improve student achievement.

THEREFORE, be it resolved that the Board of Education of Person County has requested that the Person County Board of Commissioners pass a resolution supporting local control of school calendars and urges the North Carolina General Assembly to restore calendar flexibility and governance to local boards of education.

Adopted this the 19<sup>th</sup> day of February 2019.



*David B. Newell Sr.*

David B. Newell, Sr., Chairman  
Person County Board of Commissioners

Attest:

*Brenda B. Reaves*

Brenda B. Reaves, NCCCC, MMC  
Clerk of Board

February 19, 2019

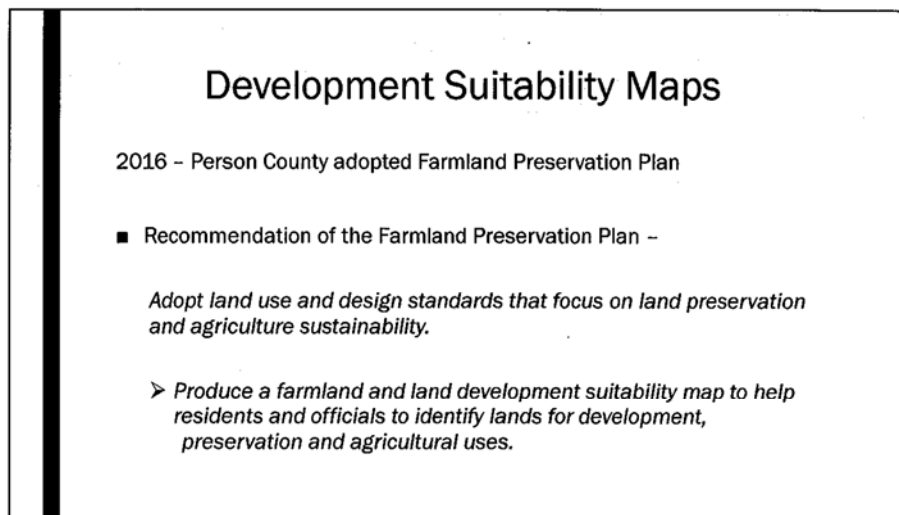
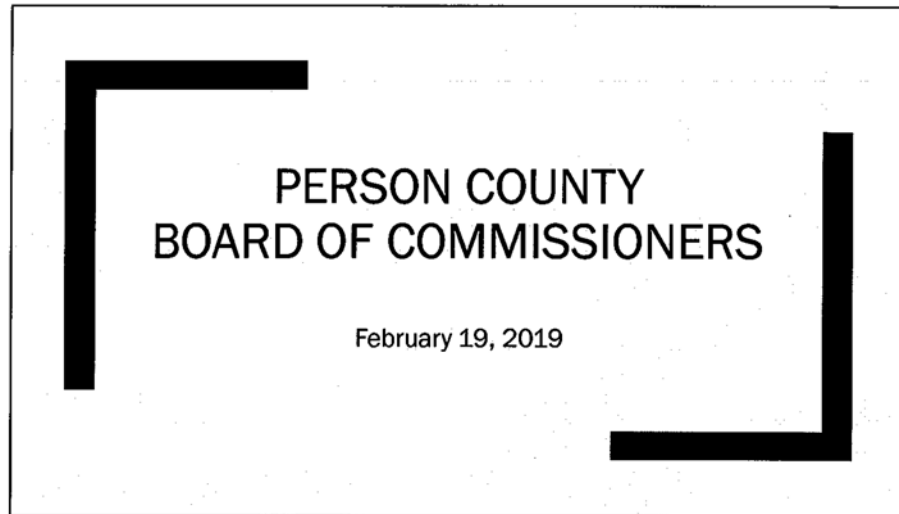
## **NEW LAND USE TOOLS AND SERVICES FOR CITIZENS:**

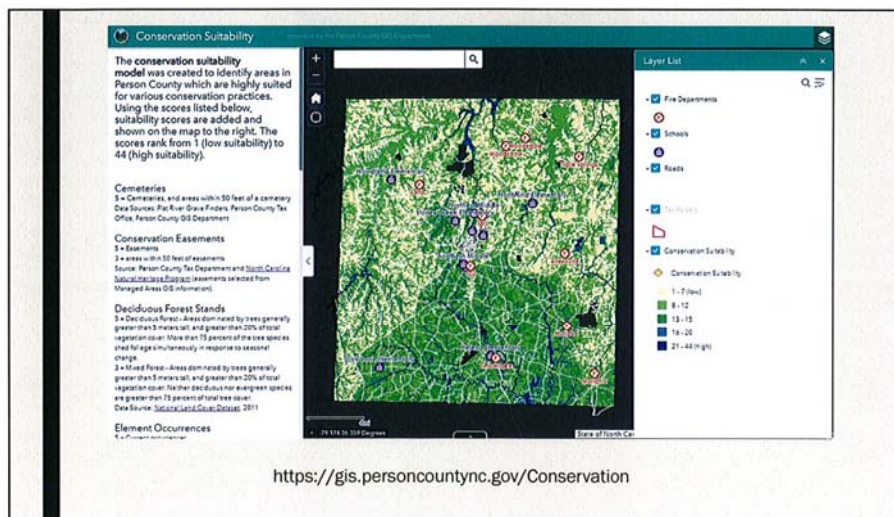
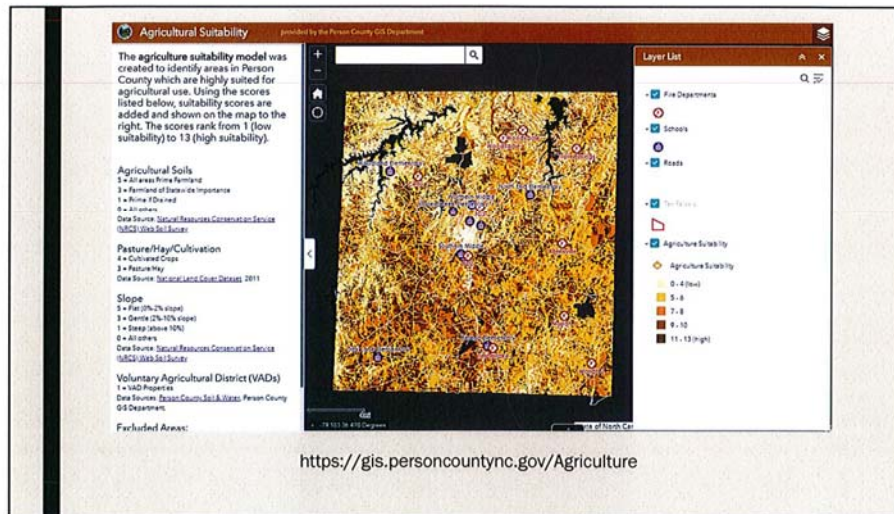
Planning Director, Lori Oakley stated the Planning Department worked with GIS, Cooperative Extension, Soil and Water, and Economic Development over the past year to create three Development Suitability Maps that will be beneficial to citizens. These departments also teamed up to implement the NC Wildlife Resources grant that the County received in 2017.

*Development Suitability Maps* - The County adopted the Person County Farmland Preservation Plan in June 2016. One of the recommendations of the plan was to produce a farmland and land development suitability map to help residents and officials to identify lands for development, preservation, and agricultural uses. Staff utilized a ranking system to identify potential zones for agriculture, conservation and development in the County. The GIS Department staff was then able to compile all of the data on three separate interactive maps for each of the areas of study. These maps will be available to the public through the GIS website for citizens to use for land use research.

*NC Wildlife Resources Commission grant* – Person County received a grant in the spring of 2017 from the North Carolina Wildlife Resource Commission’s Partner for Green Growth in order to study the natural habitat along a corridor extending from downtown Roxboro south to Durham County. Ten residents in the corridor volunteered to have their parcels (covering 1,060 acres) surveyed to identify different types of wildlife and vegetation. The Person County GIS Department then used the data to create an interactive web map detailing the findings. As part of the grant requirement, four public information and input sessions were hosted and 129 interested residents, business owners, county staff and conservation professionals attended. The recommendations from the document include adopting new conservation easements, developing a new Comprehensive Conservation Plan and amending the Planning Ordinance and Subdivision Regulation’s to better protect the county’s natural resources.

Ms. Oakley guided the discussion with the following presentation:

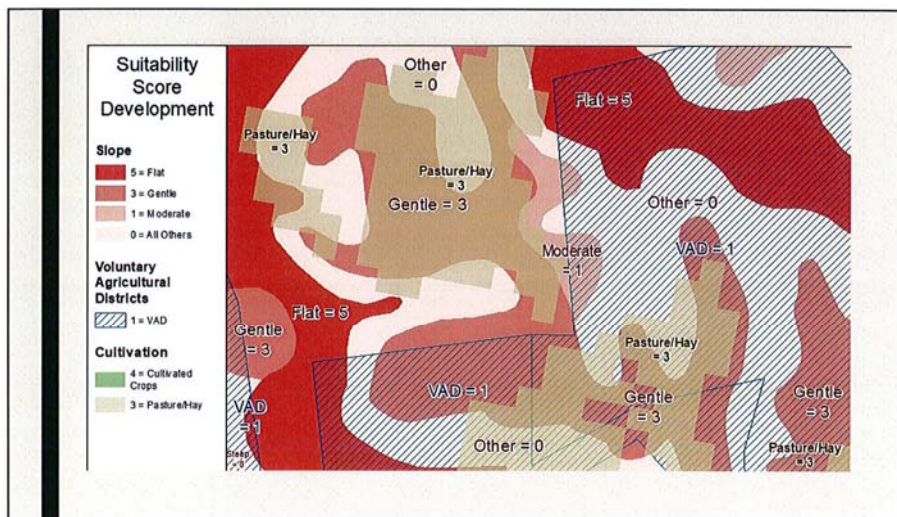
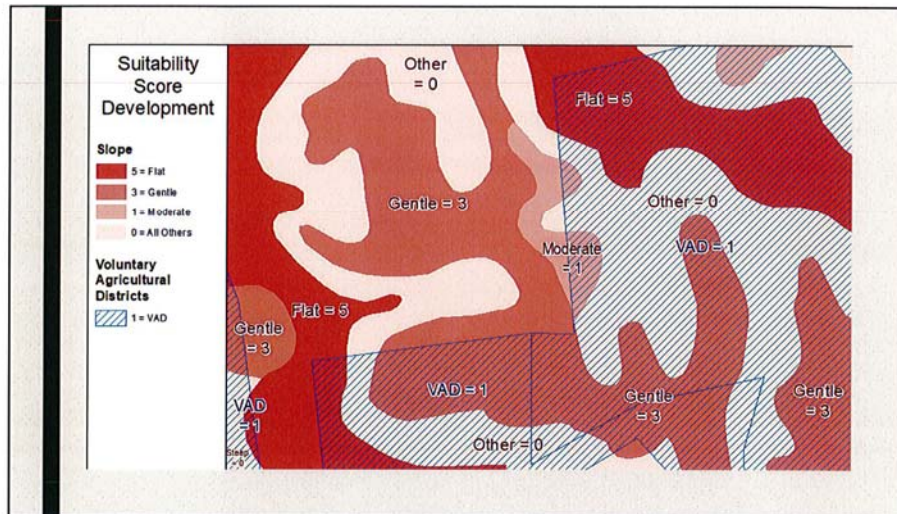


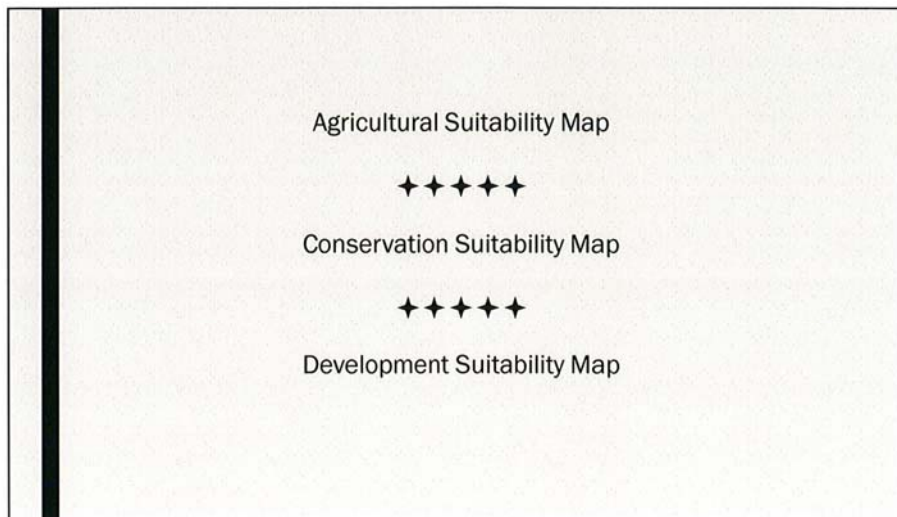
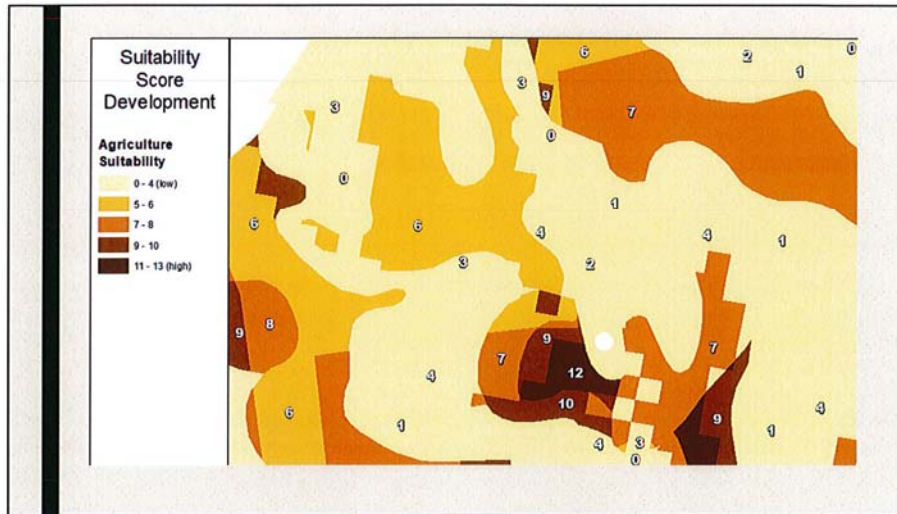








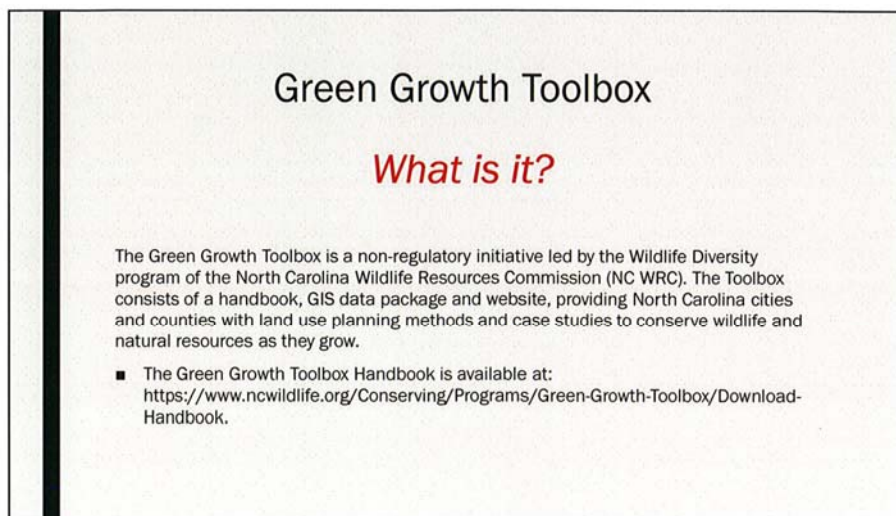
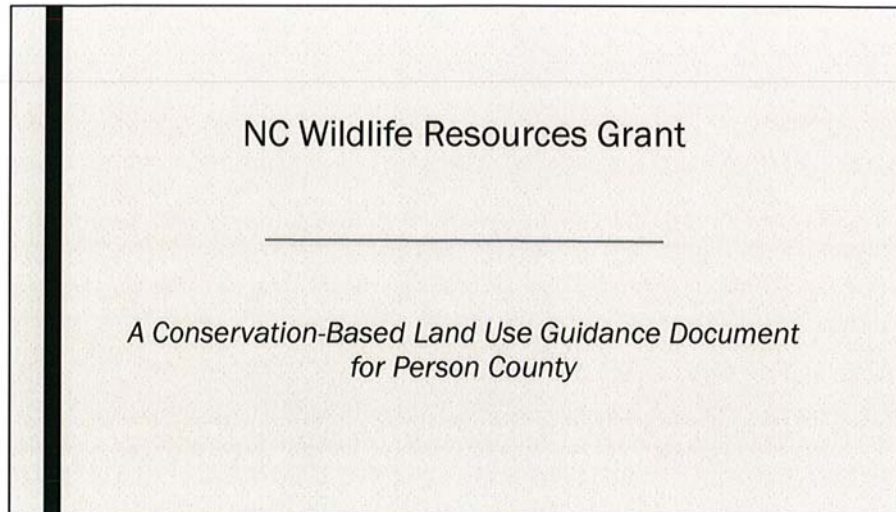




Mr. Paul Westfall, Cooperative Extension Director, Ms. Nancy McCormick with Soil and Water and Ms. Sherry Wilborn represented Economic Development as each of the suitability maps were illustrated on the screen.

Ms. Oakley continued her presentation highlighting the Green Grown Toolbox.

2/19/2019



6

February 19, 2019



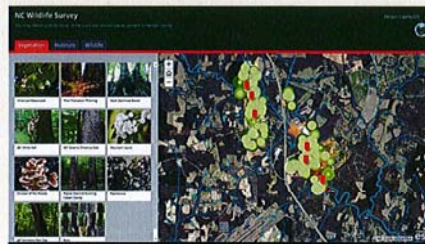
2015 – Person County hosted a Green Growth Toolbox Workshop which was attended by both Person County and City of Roxboro staff. Participants received a toolbox GIS data package for helping to guide land use planning projects within the county.

2017 – Person County received a grant from the NC Wildlife Resource Commission's Partner for Green Growth in order to study the natural habitat along a corridor extending from downtown Roxboro south to Durham County.



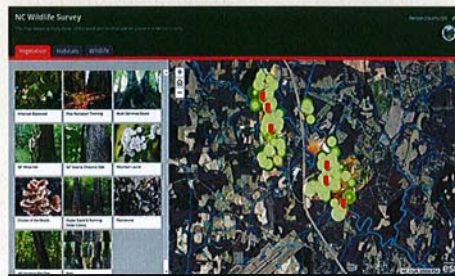
The contractor used to complete the survey work surveyed the county-owned land adjacent to the corridor and ten residents along the corridor also volunteered to have their parcels (covering 1,060 acres) surveyed to identify different types of wildlife and vegetation.

The Person County GIS Department worked closely with the survey contractor in order to create an interactive webmap detailing the findings of the survey work.



<https://ncsu.maps.arcgis.com/apps/Shortlist/index.html?appid=2224019f28bc49f0a5382f4f8bba310a>

- As part of the grant requirement, four public information and input sessions were hosted in 2017 and 129 interested residents, business owners, county staff and conservation professionals attended.
- Recommendations from the document include:
  - *Adopting new conservation easements*
  - *Developing a new Comprehensive Conservation Plan*
  - *Amending the Planning Ordinance and Subdivision Regulation's to better protect the county's natural resources.*



<https://ncsu.maps.arcgis.com/apps/Shortlist/index.html?appid=2224019f28bc49f0a5382f4f8bba310a>

Ms. Sallie Vaughn, GIS Manager used the survey work data to create an interactive web map detailing the findings and illustrated the tools available on the screen. The Board stated the new web maps were information and an excellent tool for education.

## **CONSIDERATION OF CONTRACT FOR 2021 REAPPRAISAL SERVICES:**

Tax Administrator, Russell Jones stated North Carolina General Statutes require counties to conduct a county-wide reappraisal at least every 8 years. Since Person County's last reappraisal was conducted for 2013, the next scheduled reappraisal will be 2021. Mr. Jones said this is a project that normally takes just under 2 years, and therefore his office would need to start on this project soon.

Mr. Jones noted in order to best negotiate a contract for this service, Mr. Phillip Christy, Tax Appraiser issued an RFP (Request for Proposal) for the 2021 Reappraisal. The RFP was mailed to all 16 approved reappraisal vendors, as certified by the North Carolina Department of Revenue. This mailing generated 6 proposals.

The RFP criteria that was considered by the Tax Administrator, Tax Appraisal and the Field Appraiser during the selection process was:

1. Clarity of Proposal.
2. Firm's understanding of the project objectives.
3. Firm's recommended approach to the project, including Firm's demonstrated ability to conduct reappraisal program services within North Carolina.
4. Qualifications of principal(s) to perform the work and the level of involvement in the project.
5. Qualifications of project manager, supervisor, and key personnel assigned to the project.
6. Firm's knowledge and demonstrated experience specifically with reappraisal programs within North Carolina.
7. Firm's familiarity with North Carolina statutes and other laws relating to reappraisal programs.
8. Firm's ability to perform the project based on the successful completion of similarly sized projects with similar project scope.
9. Proof of like projects that were completed on time and at or under budget.

After careful examination of the RFPs received, and using the criteria above, staff unanimously selected Pearson's Appraisal Service Incorporated. After selection, Mr. Jones stated they proceeded to negotiate the a service contract for the Board's consideration. He asked the Board to authorize approve the contract as presented with Pearson's Appraisal Service Incorporated, if appropriate.

Commissioner Puryear requested that the Board of Commissioners be involved with the reappraisal process as the schedule of values was being developed as this is the tool to appraise every parcel at market value; his request was for a better understanding especially as some of the commissioners act as the board of equalization and review.

Mr. Jones stated the schedule of values, as being developed, would change numerous times before it is officially presented to the Board of Commissioners for approval and that would follow a public inspection period of 30 days.

Commissioner Powell asked why the reappraisal process was not recommended before the 8 year threshold to which Mr. Jones said it is a costly process; he added that he watches the market noting currently the property values are under market by six percent. Mr. Jones further noted that should the property values be over/under the market by 10% or greater that he would suggest a reappraisal earlier than the 8 year mark.

Mr. Jones stated the contract with Pearson's Appraisal Service Incorporated had been reviewed by the County Attorney; the funding for the contract had been set aside noting the cost was \$467,500.

A **motion** was made by Commissioner Clayton and **carried 4-0** to approve the contract as presented with Pearson's Appraisal Service Incorporated.



NORTH CAROLINA  
PERSON COUNTY

THIS AGREEMENT, made and entered into this the 19th day of February, 2019 by and between Person County, North Carolina (the "County"), party of the first part; and Pearson's Appraisal Service, Inc., (the "Provider"), party of the second part.

WITNESSETH:

For the purpose and subject to the terms and conditions hereinafter set forth, the County hereby contracts for the services of the Provider, and the Provider agrees to provide the services to the County in accordance with the terms of this Agreement. Provider submitted a proposal to the County for professional appraisal services dated January 17, 2019.

I. SERVICES TO BE PROVIDED

The services to be performed by the Provider are to provide professional appraisal services to:

- a. Conduct Market Analysis/Site Visits  
Examine all 2019/2020 market sales in the County and conduct site visits
- b. Conduct an onsite visit to improved properties using Provider's Complete Appraisal Process Solution or CAPS program and capture a digital image of improvements
- c. Develop the new 2021 Schedule of Values
- d. Provide services needed to complete the 2021 revaluation
- e. For a more detailed description of services, refer to the Request for Proposals (RFP) specifications

II. TERM

The services of the Provider shall begin at the request of the County and continue until the Provider is notified by the County of the completion of services listed above.

III. PERSONNEL

Provider will submit proposed personnel to the County. When in the county visiting properties the Provider's staff will wear identification badges and staff's vehicles will be marked to identify their association with the County Assessor's Office.

IV. PAYMENT

As full compensation for services, the County agrees to pay the Provider:

\$17.00 per parcel based on 27,500 parcels for a total sum of \$467,500.00. Said sum is to be paid as provided in the Request for Proposals (RFP) specifications. Any parcels over 27,500 will be charged the same rate of \$17.00 per parcel and should the County have less than 27,500 parcels the County will be billed for the actual number of parcels.

## V. RELATIONSHIP OF THE PARTIES

The Provider shall operate as an independent contractor, and the County shall not be responsible for any of the Provider's acts or omissions. The Provider shall not be treated as an employee with respect to the services performed hereunder for federal or state tax, or for unemployment or worker's compensation purposes. The Provider agrees that neither federal, nor state, nor payroll tax of any kind shall be withheld or paid by the County on behalf of the Provider or the employees of the Provider. The Provider further agrees that the Provider is fully responsible for the Payment of any and all taxes arising from the payment of moneys under this Agreement. The Provider shall not be treated as an employee with respect to the services performed hereunder for purposes of eligibility for, or participation in, any employee pension, health, or other fringe benefit plan of the County.

The Provider agrees that all vehicles used to provide contract services will have North Carolina license plates. The Provider shall comply with all federal, state and local laws regarding business permits, certificates and licenses that may be required to carry out the services to be performed under this Agreement. The Provider shall insure that all personnel engaged in work under this Agreement shall be fully qualified and shall be authorized under state and local law to perform the services under this Agreement. The Provider's appraisers shall have passed the Appraisal Certification examination given by the North Carolina Department of Revenue, Local Government Division. Provider shall further insure that all information provided by the County will be treated as confidential and will be maintained in accordance with all federal and state requirements.

The County shall supply, at its sole expense, all office furnishings, computer equipment and accessories, written forms for contract appraisal use, business cards, and identification badges for Provider's staff, which must be worn while providing contract services. The County shall not be liable to the Provider for any expense paid or incurred by the Provider unless otherwise agreed in writing.

## VI. INSURANCE

The Provider shall obtain, at his sole expense, all insurance required in the following paragraphs:

- a. Workers Compensation - Coverage for all paid and volunteer workers meeting the statutory requirements of The North Carolina Workers' Compensation Act, North Carolina General Statute §97.
- b. Commercial Automobile Liability - Coverage with limits no less than \$1,000,000.00 per occurrence for bodily injury and property damage for any vehicle used during the performance of the contract.
- c. Commercial General Liability - Bodily injury and property damage liability as will protect the Firm from claims of bodily injury or property damages which arise from the operations of the contract. The amounts of such insurance coverage shall not be less than \$2,000,000.00 per occurrence and \$3,000,000.00 aggregate coverage.
- d. Professional Errors and Omissions - Coverage with minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.

## VII. INDEMNIFICATION

Provider agrees to defend, indemnify, and hold harmless the County, for all loss, liability, claims or expenses (including reasonable attorney's fees) arising from bodily injury, including death or property damage, to any person or persons caused in whole or in part by the negligence or misconduct of the Provider, except to the extent same are caused by the negligence or willful misconduct of the County. It is the intent of the section to require the Provider to indemnify Person County to the extent permitted under North Carolina law.

VIII. NON-ASSIGNMENT

The Provider shall not assign this Agreement, including rights of payment, to any other party without the prior written consent of the County.

IX. ENTIRE AGREEMENT

The Provider and the County agree that this document and any attachment hereto, constitute the entire agreement between the two parties and may only be modified by a written mutual agreement signed by the parties.

X. GOVERNING LAW

Both parties agree that the laws of the State of North Carolina shall govern this Agreement. Each party agrees exclusive venue for all actions relating in to any manner to the Agreement will be in the General Court

XI. WAIVER

Failure of the County to enforce, at any time, any of the provisions of this Agreement, or to request at any time performance by Provider of any of the provisions hereof, shall in no way be construed to be waiver of such provisions, nor in any way affect the validity of the Agreement or any part thereof, or the right of the County to enforce each and every provision.

XII. NON-APPROPRIATION CLAUSE

Provider acknowledges that the County is a governmental entity and the contract validity is based upon availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of the County's obligations under this contract then this contract shall automatically expire without penalty to the County thirty (30) days after written notice to Provider of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract but only as an emergency fiscal measure during a substantial fiscal crisis. In the event of termination, the County shall pay the Provider for: 1) all unpaid invoices and 2) all work produced. However, in no event shall the County be obligated to pay more than the Agreement value.

XIII. E-VERIFY REQUIREMENTS

Pearson's Appraisal Service, Inc. is aware of the E-Verify requirements of the General Statutes of North Carolina and agrees to comply.

XIV. IRAN DIVESTMENT ACT

Pearson's Appraisal Service, Inc. is aware of the Iran Divestment Act requirements and certifies that the Company is not identified on the Final Divestment List of entities, nor do we use subcontractors who might be identified on the Final Divestment List, and our co-owner, Fred Pearson, is authorized to make this Certification pursuant to NCGS 147-86.55 *et seq.*\*

XV. NONDISCRIMINATION

Contractor shall not discriminate against or deny the Contract's benefits to any person on the basis of: race; religion; creed; color; sex; gender identify and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

IN WITNESS WHEREOF, the County and the Provider have set their hands and seals as of the day and year first above written.

COUNTY

By: David B. Newell Sr.  
David B. Newell, Chairman  
Person County Board of Commissioners

Date: 2/19/2019

PROVIDER

By: \_\_\_\_\_

Date: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

"This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act."

By: Amy Wehrenberg 2/15/19  
Amy Wehrenberg  
Finance Officer, Person County

Federal Tax Id# \_\_\_\_\_

## **POLICY UPDATES FOR PERSON COUNTY GOVERNMENT EMPLOYEES:**

County Manager, Heidi York said in an effort to improve our organization and better support County employees, she presented three policies for the Board's feedback and review. Ms. York recalled in the summer of 2018, staff surveyed our workforce regarding leadership, morale, and overall support of employees within county departments. The policy changes before the Board are a result of the employee responses to this survey.

**1. Volunteer Leave Policy:** This is a brand new policy, modeled after similar policies found in place with local governments. Under this policy, employees will be granted a new bank of leave, up to 24 hours annually to be used for volunteer time to support nonprofits and educational institutions. At the discretion of the supervisor and department director, requests for leave must be submitted via the Volunteer Leave Request Form for approval. Ms. York stated there is to be no additional financial impact for the department granting this request. Hours worked can be verified by the county with the recipient organization and abuse of leave is subject to disciplinary action. The volunteer leave does not accrue and does not pay-out upon separation from employment. This policy becomes effective July 1, 2019.

**2. Alternative Work Schedule Policy:** This policy seeks to formalize the process and options for employee work schedules. At the discretion of supervisors and department directors, employees may be able to utilize either a compressed work schedule or a flexible work schedule if conducive to the operations of their department. There are no financial impacts with this policy and an Alternative Work Schedule Agreement Form must be completed for any consistent adjustments to employees' standard working schedule. This policy is not for a temporary schedule but a consistent alternative work schedule, as approved by the supervisors and departmental directors. New County employees that are on probationary status are not eligible for the Alternative Work Schedule. This policy becomes effective March 1, 2019.

**3. Parental Leave:** Parental Leave is new language to be included in the County Personnel Policy allowing regular, full-time employees who are new parents through either birth or adoption who intend to return to full-time employment status with the County, 30 days of paid parental leave. This leave will run concurrent with Family Medical Leave and will begin on the first day out. A doctor's note is required to utilize this leave. There is a financial impact to this change, based on the number of employees taking FMLA for birth or adoption and using an average salary, we estimate an annual impact of approximately \$50,000. This addition to the Personnel Policy becomes effective July 1, 2019.

Additionally, Ms. York noted that the Board would receive information at its next meeting related to the transition from a cell phone stipend to county-owned cell phones for employees which will have a financial impact in the upcoming budget.

**CHAIRMAN'S REPORT:**

Chairman Newell had no report.

**MANAGER'S REPORT:**

County Manager, Heidi York had no report.

**COMMISSIONER REPORT/COMMENTS:**

Commissioner Clayton commented he read an article whereby Vance County is implementing payment to fire department personnel.

In addition, Commissioner Clayton reported Ms. Pat Hill, a resident near the landfill was not able to receive a signal from the LightLeap equipment on the tower due to the amount of landfill garbage is so high and blocking the signal. Commissioner Clayton advocated that Republic provide some remedy for this issue.

There was no report from Commissioners Puryear and Powell.

**RECESS:**

A **motion** was made by Vice Chairman Powell and **carried 4-0** to recess the meeting at 10:14am until 8:30am on March 18, 2019 for the purpose of conducting informal interview with the applicants seeking appointment on the Economic Development Commission.

---

Brenda B. Reaves  
Clerk to the Board

---

David B. Newell, Sr.  
Chairman