

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

**JUNE 3, 2019**

**OTHERS PRESENT**

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

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 Monday, June 3, 2019 at 7:00pm in the Person County Office Building Auditorium.

Chairman Newell called the meeting to order. He asked for a moment of silence as a memorial of the death of Roxboro City Councilman Byrd Blackwell.

Commissioner Powell offered an invocation and Vice Chairman Jeffers led the group in the Pledge of Allegiance.

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

A **motion** was made by Vice Chairman Jeffers and **carried 5-0** to approve the agenda.

**RECOGNITION:**

**RESOLUTION OF APPRECIATION FOR COUNTY RETIREE, RONALD SHAW:**

Chairman Newell read and presented a Resolution of Appreciation to Person County Retiree, Ronald Shaw.

**June 3, 2019**

## RESOLUTION OF APPRECIATION

WHEREAS, Ronald Shaw has served the people of Person County during his tenure working for Person County as the Animal Services Director; and

WHEREAS, Ronald Shaw has served the citizens of Person County with honor, integrity, sincerity and dedication, providing accurate, concise services for twenty-six years, October 1993 – May 2019; and

WHEREAS, Ronald Shaw has earned the respect and admiration of all who have known him and worked with him throughout his career; and

WHEREAS, the County of Person recognizes the many contributions Ronald Shaw has made to the County and offers him sincere best wishes for his retirement.

NOW, THEREFORE, I, David Newell, Sr., Chairman of the Person County Board of Commissioners, do hereby extend this Resolution of Appreciation to Ronald Shaw for continually striving to make Roxboro and Person County a better place to live and work.

Adopted this 3rd day of June 2019.



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

Attest:  
Brenda B. Reaves  
Brenda B. Reaves  
Clerk to the Board

June 3, 2019

**PUBLIC HEARING FISCAL YEAR 2019-2020 RECOMMENDED BUDGET:**

A **motion** was made by Vice Chairman Jeffers and **carried 5-0** to open the duly advertised public hearing for public comments related to the Fiscal Year 2019-2020 Recommended Budget.

Speaking in opposition to the Fiscal Year 2019-2020 Recommended Budget were the following individuals:

Ms. Angela Brown of 2971 Lawson Chapel Church Rd, Roxboro requested the Board to appropriate funding in the upcoming budget for programs designed for youth, i.e., a community recreation center, and/or a YMCA.

Ms. Patricia "PJ" Gentry of 541 Byrd Creek, Hurdle Mills stated opposition to the proposed property tax increase saying it was alarming to raise taxes anywhere from 2 cents to 8 cents. She asked the Board to do better with what the county has and to ensure accountability with the VFDs to lower ISO ratings for the citizens in return for the fire tax funding.

Speaking in favor of the Fiscal Year 2019-2020 Recommended Budget was the following individual:

Ms. Frances Blalock of 1504 Surl Mt. Tirzah Rd, Timberlake asked the Board to setup a water and sewer fund with appropriations from the revenue from the landfill, to be dedicated for the citizens in the eastern part of the county that has contaminated well water. She noted that this area of the county has been the recipient of trash for 22 years and those citizens have not received any benefits of the half million funds paid by the landfill company each year.

A **motion** was made by Vice Chairman Jeffers and **carried 5-0** to close the public hearing for the Fiscal Year 2019-2020 Recommended Budget.

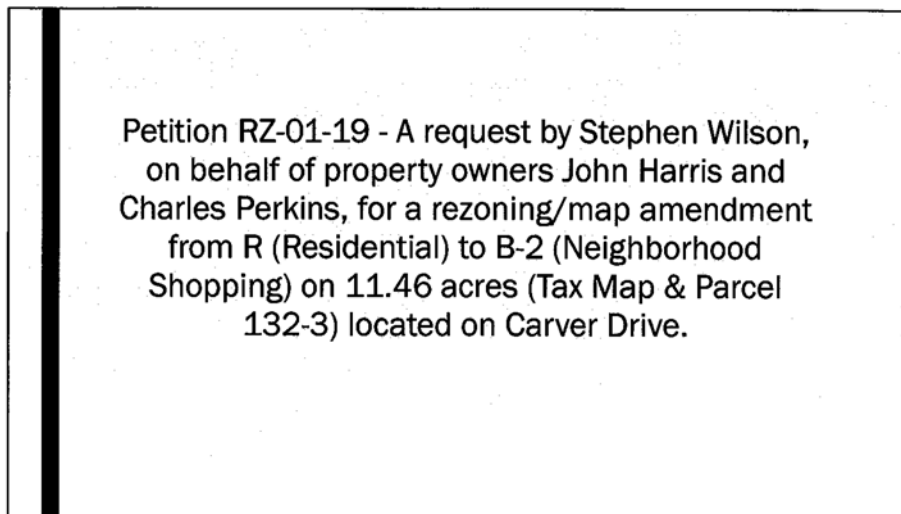
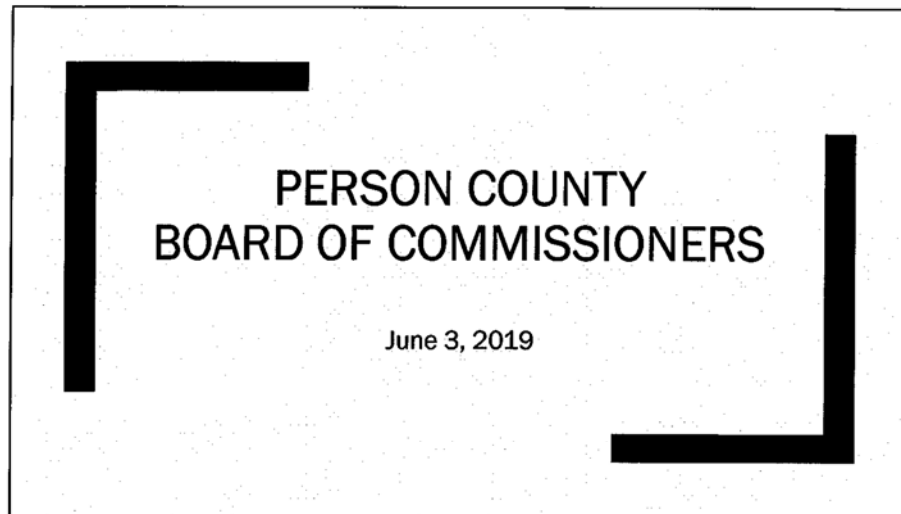
**PUBLIC HEARING PETITION RZ-01-19:  
REQUEST BY STEPHEN WILSON, ON BEHALF OF PROPERTY OWNERS  
JOHN HARRIS AND CHARLES PERKINS, FOR A REZONING/MAP  
AMENDMENT FROM R (RESIDENTIAL) TO B-2 (NEIGHBORHOOD  
SHOPPING) ON 11.46 ACRES (TAX MAP & PARCEL 132-3) LOCATED ON  
CARVER DRIVE:**

A **motion** was made by Commissioner Powell and **carried 5-0** to open the duly advertised public hearing for a request by Stephen Wilson, on behalf of property owners John Harris and Charles Perkins, for a Rezoning/Map Amendment from R (Residential) to B-2 (Neighborhood Shopping) on 11.46 acres (Tax Map & Parcel 132-3) located on Carver Drive.

Planning Director, Lori Oakley stated all county zoning ordinances and general statutes have been met for this public hearing.

Ms. Oakley shared the following presentation for RZ-01-19 for a request by Stephen Wilson, on behalf of property owners John Harris and Charles Perkins, for a Rezoning/Map Amendment from R (Residential) to B-2 (Neighborhood Shopping) on 11.46 acres (Tax Map & Parcel 132-3) located on Carver Drive.

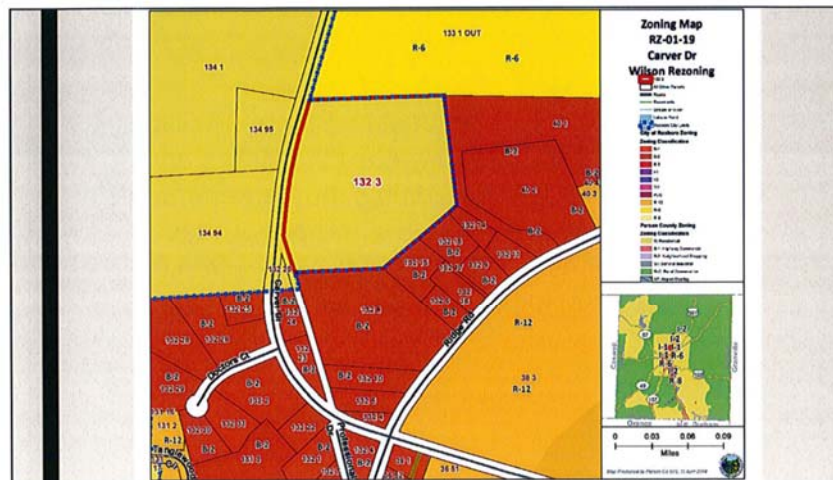
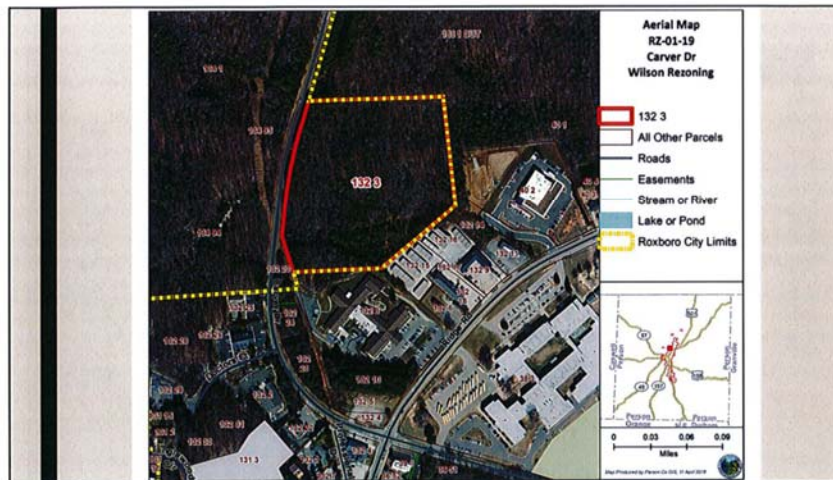
**June 3, 2019**



Ms. Oakley stated the property is currently a vacant wooded lot; to the West – Woodlands zoned R (Residential); to the North – Woodlands zoned R6 (City of Roxboro Residential); to the East – A medical office (Roxboro Family Vision) and woodlands zoned

B-2 (City of Roxboro Neighborhood Business); and, to the South – Self-storage facility (Roxboro Stor-N-Lock) and a nursing home (Roxboro Healthcare and Rehabilitation Center) zoned B-2 (City of Roxboro Neighborhood Business).

6/3/2019



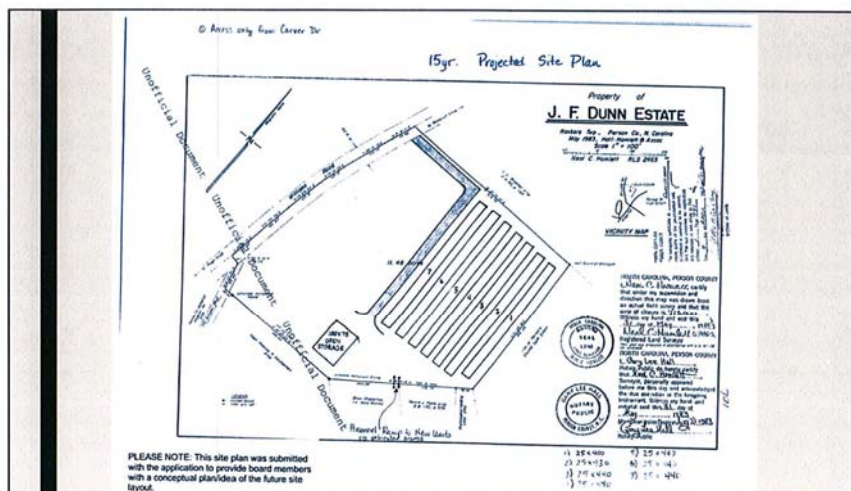
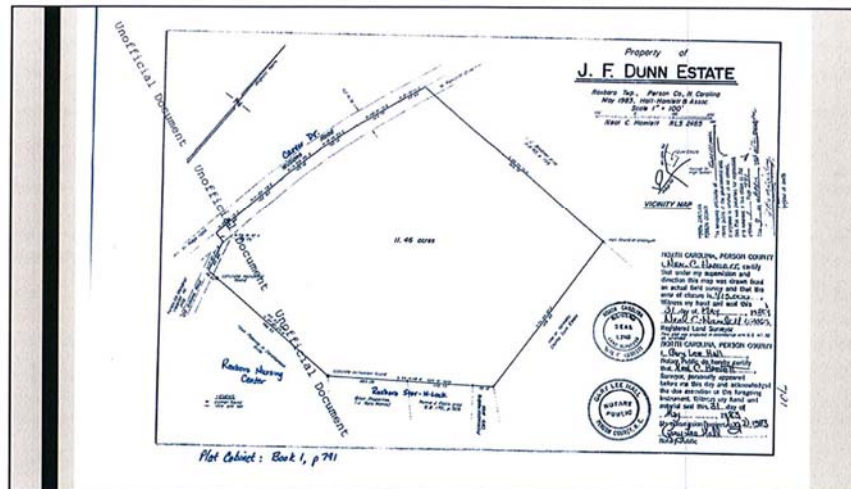
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Zoning map – B2 in the city to the east and south. Residential to the north and west.

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Ms. Oakley said the applicant submitted a survey map of the property along with a proposed 15-year projected site plan.

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Ms. Oakley noted the site plan was for information only as the applicant was in no way bound to that site plan. If the rezoning were approved, the applicant could construct any use along in the proposed district on the property.

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## ZONING & LAND USE

- The property is currently zoned R (Residential). According to Article VII Section 70 of the Person County Planning Ordinance:
  - *The purpose of this district is to provide for single family residential uses and compatible development.*
- The proposed zoning district is B-2 (Neighborhood Shopping). According to Article VII Section 70 of the Person County Planning Ordinance:
  - *The purpose of the B2 District shall be to provide for small clusters of retail service and other commercial development which would be compatible with nearby residential areas.*

## COMPREHENSIVE PLAN

The Person County Land use Plan identifies the proposed site as Suburban Residential. Suburban Residential is defined as:

- Residential land uses including subdivisions and manufactured home parks at densities of 1-3 dwelling units per acre; commercial, office, industrial, public/institutional uses meeting locational criteria. Locational criteria for nonresidential uses within this land use category would include frontage and access to a major State highway or secondary road, proximity to similar uses and spatial separation from non-compatible uses such as existing residential development. Land uses within this category could develop with or without public sewer.

Appendix O of the Land Use Plan lists goals and objectives for the county including the following:

- 2.1 – Promote continued economic investment through retention and expansion of existing industrial concerns and the recruitment of new industries and commercial businesses.
- 2.2 – Encourage well-planned commercial establishments to provide necessary goods and services to area employers and residents.



## PLANNING STAFF ANALYSIS & RECOMMENDATION

The applicant is requesting a general rezoning from R (Residential) to B2 (Neighborhood Shopping). The requested rezoning is consistent with the Person County Land Use Plan and abuts B2 zoning for the City of Roxboro to the east and south.

Planning staff recommends approval of the proposed general rezoning RZ-01-19 based on the Person County Land Use Plan and the Future Land Use Map contained within the Land Use Plan. This zoning is a general rezoning request, and therefore, no conditions can be placed on the approval and no site plans can be approved with the request.

## REASONABLENESS AND CONSISTENCY STATEMENT

The Board of Commissioners is required to make a motion that includes a Statement of Reasonableness and Consistency when voting on the proposed rezoning/map amendment request.

Reasonableness and Consistency Statement: The request is consistent with the Person County Land Use Plan and future planning goals of the county, is reasonable, and in the public interest as it meets several objectives listed in the Person County Land Use Plan.

## PLANNING BOARD RECOMMENDATION

At the May 9, 2019 meeting of the Planning Board, the Board voted unanimously (7-0) to recommend approval of RZ-01-19 and also included the following Statement of Reasonableness and Consistency: The request is consistent with the Person County Land Use Plan and future planning goals of the county, is reasonable, and in the public interest as it meets several objectives listed in the Person County Land Use Plan.

Speaking in favor of the request by Stephen Wilson, on behalf of property owners John Harris and Charles Perkins, for a Rezoning/Map Amendment from R (Residential) to B-2 (Neighborhood Shopping) on 11.46 acres (Tax Map & Parcel 132-3) located on Carver Drive were the following:

Ms. Miriam Lavelle-Sams of 917 Ridge Road, Roxboro, and owner of Roxboro Family Vision adjacent to the current Store & Lock facility noted she was not against the proposed request for rezoning, however she wanted to make the Board aware of her concerns through her experience. She pointed out, through illustration on a map, the narrow right-of-way that exists for entry/exit for the current Store & Lock facility and conveyed her issues related to noise and limited parking. Ms. Lavelle-Sams requested the Board to consider adding three conditions to its approval: 1) all vehicle traffic to enter and exit the subject parcel by Carver Drive and not to use Ridge Road which will increase all issues related to traffic via the narrow right-of-way, 2) allow only a foot path between the current facility and the proposed facility so that no driveway will be constructed for vehicle use, and 3) noise restrictions be put into place.

Ms. Oakley told the group that the item before the Board for a general rezoning did not allow the Board of Commissioners to place any conditions on its approval. She added that the proposed site plan has all traffic to enter/exit the proposed site by Carver and not Ridge Road. Ms. Oakley added the property owners would be taking its site plan before the Board of Adjustment, should approval be granted by the Board of Commissioners, and that the Board of Adjustment may place conditions as part of its approval.

Commissioner Clayton pointed out that the county did not have jurisdiction over the right-of-way, as it is in the City limits. Vice Chairman Jeffers stated that the City's Noise Ordinance was also in effect. Commissioner Clayton recommended that Ms. Lavelle-Sams attend the potential Board of Adjustment meeting, to which Ms. Oakley confirmed, that Ms. Lavelle-Sams would be a recipient of the mailed notices for such meeting.

Mr. Tony Gibson of 909 Ridge Road, Roxboro, and Manager of the Store & Lock current location stated he was available for questions. He confirmed that the plan was to enter/exit the proposed site from Carver and not Ridge and that the two facilities would be reached via a golf cart between the two locations.

Chairman Newell asked Mr. Gibson to explore the option to combine the two facilities for all traffic to be rerouted to enter and exit off Carver.

There were no individuals appearing before the Board to speak in opposition to a request by Stephen Wilson, on behalf of property owners John Harris and Charles Perkins, for a Rezoning/Map Amendment from R (Residential) to B-2 (Neighborhood Shopping) on 11.46 acres (Tax Map & Parcel 132-3) located on Carver Drive.

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A **motion** was made by Vice Chairman Jeffers and **carried 5-0** to close the public hearing for a request by Stephen Wilson, on behalf of property owners John Harris and Charles Perkins, for a Rezoning/Map Amendment from R (Residential) to B-2 (Neighborhood Shopping) on 11.46 acres (Tax Map & Parcel 132-3) located on Carver Drive.

**CONSIDERATION TO GRANT OR DENY REQUEST BY STEPHEN WILSON, ON BEHALF OF PROPERTY OWNERS JOHN HARRIS AND CHARLES PERKINS, FOR A REZONING/MAP AMENDMENT FROM R (RESIDENTIAL) TO B-2 (NEIGHBORHOOD SHOPPING) ON 11.46 ACRES (TAX MAP & PARCEL 132-3) LOCATED ON CARVER DRIVE:**

A **motion** was made by Vice Chairman Jeffers and **carried 5-0** to approve the request by Stephen Wilson, on behalf of property owners John Harris and Charles Perkins, for a Rezoning/Map Amendment from R (Residential) to B-2 (Neighborhood Shopping) on 11.46 acres (Tax Map & Parcel 132-3) located on Carver Drive. The Board of Commissioners consented that the request is consistent with the Person County Land Use Plan and future planning goals of the county, and is reasonable, and in the public interest as it meets several objectives listed in the Person County Land Use Plan.

**INFORMAL COMMENTS:**

There were no comments from the public.

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

A **motion** was made by Vice Chairman Jeffers and **carried 5-0** to approve the Consent Agenda with the following items:

- A. Approval of Minutes of May 20, 2019,
- B. Budget Amendment #20, and
- C. Approval of Person Area Transportation System Updated Policies
  - a. Grants & Finance Management Policy, and
  - b. Drug & Alcohol Policy

## **NEW BUSINESS:**

### **THIRD AMENDMENT TO THE CONTRACT AGREEMENT AND A NEW FRANCHISE ORDINANCE FOR UPPER PIEDMONT LANDFILL:**

County Attorney, Ron Aycock noted the County's Agreement with Republic Services for continued development, use and operation of Upper Piedmont Regional Landfill was for a period of twenty years with ten one-year extensions. The Agreement is set to expire on June 30<sup>th</sup> unless an additional extension is agreed to by the Board or a new contract is negotiated. The Board entered into a one-year extension of the original Agreement in June of 2017. In May of 2018, the parties agreed to a second year extension. The Agreement is back before the Board for a third one-year extension. This Agreement will then have had a duration of twenty-three years.

Mr. Aycock further noted the County's Solid Waste Disposal Franchise Ordinance was extended on May 1, 2017 for a period of two years and is set to expire on June 30, 2019. The NC General Assembly enacted new legislation regarding county franchise authority subsequent to the County's passage of the current franchise ordinance. That legislation requires that all new solid waste franchises to be for "life of site" (not exceeding 60 years). That law gives counties no option for a shorter franchise. The law also repealed a previous requirement for a public hearing prior to adoption of the new franchise.

Mr. Aycock requested the Board to authorize the Chairman to enter into a Third Amendment to the Contract Agreement with Republic Services and adopt the new Franchise Ordinance for the life of the site for Upper Piedmont Landfill.

A **motion** was made by Vice Chairman Jeffers and **carried 5-0** to authorize the Chairman to enter into a Third Amendment to the Contract Agreement with Republic Services and adopt the new Franchise Ordinance for the life of the site for Upper Piedmont Landfill.

**THIRD AMENDMENT TO  
AMENDED AND RESTATED AGREEMENT  
FOR CONTINUED DEVELOPMENT, USE AND  
OPERATION OF UPPER PIEDMONT  
REGIONAL LANDFILL**

THIS THIRD AMENDMENT ("Third Amendment") is made effective this 3rd day of June, 2019, to that certain Amended and Restated Agreement for Continued Development, Use and Operation of Upper Piedmont Regional Landfill ("New Landfill" as defined in the Agreement), by and between Person County, North Carolina, a political subdivision, organized and existing under the laws of the State of North Carolina (hereinafter referred to as the "County"), and Republic Services of North Carolina, LLC, a limited liability company organized and existing under the laws of Delaware, d.b.a. Upper Piedmont Regional Landfill (hereinafter referred to as "Republic").

**RECITALS**

WHEREAS, in August of 1994, the parties entered into an Agreement for Development, Use and Operation of New Landfill; and

WHEREAS, in August of 1995, the parties entered into the Agreement; and

WHEREAS, the New Landfill first began operation on July 1, 1997; and

WHEREAS, in June of 2017, the parties entered into the First Amendment to Amended and Restated Agreement for Continued Development, Use and Operation of Upper Piedmont Regional Landfill ("First Amendment"); and

WHEREAS, in May of 2018, the parties entered into the Second Amendment to Amended and Restated Agreement for Continued Development, Use and Operation of Upper Piedmont Regional Landfill ("Second Amendment"); and

WHEREAS, the parties desire to amend the Termination Date set forth in the Agreement, as amended by the First Amendment and the Second Amendment.

NOW, THEREFORE, the parties hereto agree as follows:

1. The recitals set forth above are true and correct and are hereby incorporated herein by reference. Capitalized terms used herein and not otherwise defined shall have the meanings given them in the Agreement, the First Amendment and Second Amendment.

2. Section 12.1 of the Agreement, as amended by the First Amendment and Second Amendment, is hereby deleted in its entirety and replaced with new Section 12.1 that reads as follows:

PPAB 3633737v1

**June 3, 2019**

"12.1 Term. Subject to the terms and conditions of this Agreement, the term of this Agreement shall commence on the date set forth in the preamble and shall continue for at least twenty-three (23) years from the Effective Date (through and including July 1, 2020) provided, however, after twenty-three (23) years the County may continue to use the New Landfill on a year-to-year basis under the same terms and conditions until such time as the New Landfill is, in Upper Piedmont's discretion, completely filled or otherwise rendered unusable or unfeasible for use as a sanitary landfill. The term of this Agreement shall in no case exceed thirty (30) years from the Effective Date."

3. Except as set forth herein, the Agreement, First Amendment and Second Amendment shall remain in full force and effect. In the event of a conflict between the terms of this Third Amendment and those contained in the Agreement, First Amendment or Second Amendment, the terms of this Third Amendment shall prevail and control.

4. This Third Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the County and Republic have caused their respective duly authorized officers to execute this Third Amendment as of the day and year first above written.

[SIGNATURE BLOCKS ON FOLLOWING PAGES]

ATTEST:

PERSON COUNTY, NORTH CAROLINA

By: Brenda B. Reaves  
Brenda B. Reaves  
Member to the Board

By: David B. Newell Sr.  
David B. Newell, Sr.  
Chairman



[County Seal]

Date: June 3, 2019

AS TO FORM:

By: C. Ronald Aycock  
C. Ronald Aycock  
County Attorney

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

By: Amy Wehrenberg  
Amy Wehrenberg  
County Finance Officer

PPAB 3633737v1

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ATTEST:

**REPUBLIC SERVICES OF NORTH  
CAROLINA, LLC D.B.A. UPPER  
PIEDMONT REGIONAL LANDFILL**

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

[Corporate Seal]

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

Shane Walker  
Vice President

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

PPAB 3633737v1

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**SOLID WASTE DISPOSAL  
FRANCHISE ORDINANCE AMENDMENT  
PERSON COUNTY, NORTH CAROLINA**

Pursuant to the authority conferred by N.C.G.S. Section 153A-136(a)(3), **THE BOARD OF COUNTY COMMISSIONERS OF PERSON COUNTY, NORTH CAROLINA DOES HEREBY ORDAIN AND ENACT INTO LAW THE FOLLOWING BY ORDINANCE:**

SECTION 3.0 of ARTICLE III of the Person County Solid Waste Disposal Franchise Ordinance effective June 30, 2017 (hereinafter "2017 Franchise Ordinance") is hereby amended as follows:


To enable secure, safe and economical disposal of solid waste in Person County, Republic is granted an exclusive franchise to operate the Landfill in Person County for the "Life of Site" of the Landfill (as the term "Life of Site" is defined in North Carolina General Statute § 130A-294(a2)). This 2019 Franchise Ordinance Amendment shall become effective on June 30, 2019. No other person or entity may operate a municipal solid waste management facility as defined in North Carolina General Statute § 130A-290(18b) in Person County during the period of this 2019 Franchise Ordinance.

If any terms of this 2019 Franchise Ordinance Amendment and the 2017 Franchise Ordinance conflict, this 2019 Franchise Ordinance Amendment controls.

Adopted and executed in open session, this 3rd day of June, 2019, after being passed at the regular meeting of the Person County Board of Commissioners held on the 3rd day of June, 2019. This 2019 Franchise Ordinance Amendment shall become effective on June 30, 2019.



  
Brenda B. Reaves  
Clerk to the Board

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

**WORKFORCE DEVELOPMENT PIPELINE PLAN APPROVAL:**

Economic Development Director, Sherry Wilborn presented to the Board a Workforce Development Pipeline Plan for consideration to approve noting that the Piedmont Community College, Person County Schools and Person County Economic Development Commission partnered to establish the workforce development 6-14 plan to create a pipeline of skilled workers for existing and prospective industries, beginning in 6<sup>th</sup> grade and following students through high and post-secondary education.

Ms. Wilborn requested the release of \$200,000 of previously-granted Golden LEAF funds for the purpose of supporting the plan. She asked the Board to authorize the County Manager to sign the Memorandum of Understanding (MOU) and approve the Release of the Funds, totaling \$200,000.

A **motion** was made by Commissioner Clayton and **carried 5-0** to authorize the County Manager to sign the Memorandum of Understanding (MOU) and approve the Release of the Funds, totaling \$200,000.

## MEMORANDUM OF UNDERSTANDING REGARDING 6-14 WORKFORCE PIPELINE PLAN GRANT

This Memorandum of Understanding (hereinafter "MOU") is entered into between Person County Government (hereinafter "the County"), Person County Schools (hereinafter "PCS") and Piedmont Community College (hereinafter "the Community College"), together ("the Parties").

- A. Purpose.** This MOU sets forth the roles and responsibilities of the County, PCS and the Community College in order to ensure the success of the 6-14 Workforce Pipeline Plan, the mission of which is to create a strategic pipeline of workers in targeted industries that reflect Person County's economic development focus areas to ensure long term viability of the workforce through primary educational partners. The aforementioned focus areas are listed as Advanced Manufacturing, Technology, Entrepreneurism, Agriculture and Trades.
- B. Term of MOU.** This MOU will remain in effect from the date of the last signature through July 31, 2026, unless superseded, terminated, cancelled or revoked by law or by one of the Parties as provided below. It shall be reviewed by the Parties and amended to reflect material changes to the Finish Line Grant Program. Amendments shall be in writing and signed by all Parties.
- C. Roles and Responsibilities.** The following are agreed roles and responsibilities each Party will undertake to ensure the success of the 6-14 Workforce Pipeline Plan Grant Program;

### PCS

- (I) PCS agrees to use grant funds to accomplish plan goals in the following ways:
  - (a) To begin a career exploration course with incoming 6<sup>th</sup> graders focusing on targeted industries beginning in 2019-2020 school year.
  - (b) To conduct professional development training for PCS teachers in respective career focused courses.
  - (c) To collect pre-post survey data for students enrolled in career exploration program beginning in 2019-2020 school year.
- (II) PCS agrees that adequate and applicable lab equipment will be provided to students enrolled in program-related courses through other funding sources in addition to this grant program available to PCS to supplement the grant funding.

### Community College

- (I) The Community College agrees to use grant funds to accomplish plan goals in the following ways:
  - (a) To hire a Coordinator for Work Based Learning focused on securing internships, externships, co-ops, apprenticeships, and shadowing experiences for students enrolled

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in course work related to targeted industry areas for PCS juniors and seniors and Community College students.

- (b) To conduct Outreach to Triangle Work Source workforce development partners to scale this effort throughout region and to identify other funding sources for equipment and professional development for faculty teaching career exploration courses.
- (c) To develop a targeted marketing campaign, with input from employers highlighting opportunities available locally, integrating alumni where possible, to encourage students from PCS and the Community College to consider careers in these fields.
- (d) To integrate learning tools available from Oracle, Apple, Google, Red Hat, and SAS into computer programming courses available through the Community College and purchase related equipment and supplies
- (e) To conduct professional development training for Community College faculty in respective career focused courses.
- (f) To track the number of students participating in internships, co-ops, apprenticeships and shadowing experiences from PCS and the Community College each academic year beginning in 2019-2020.

#### **County**

- (I) The County agrees to provide \$100,000 per calendar year for two (2) years for a maximum of \$200,000 beginning on July 1, 2019. Such funding will be appropriated to Community College as financial/program agent for the grant program.

**D. Funding.** All Parties agree that the 6-14 Workforce Pipeline Plan will be self-sustaining in its third year and that the County pledges no funds beyond Year Two (2) for the support of the plan in accordance with this agreement.

**E. Reporting.** PCS and the Community College agree to collect and record the necessary data in order to track the success of the 6-14 Workforce Pipeline Plan and to deliver an annual progress report to the Person County Board of Commissioners and to the Person County Economic Development Commission at a regularly-scheduled meeting in accordance with the term of the program.

**F. Confidentiality.** In order to facilitate necessary information sharing and cooperation in fulfilling the purpose of this MOU, the Parties agree that they will protect all confidential information provided to them by the other Party in accordance with applicable state and federal statutes. Those employees who receive confidential information will be limited by the Parties to those who need access to it for the purpose of carrying out the functions outlined in this MOU and confidential information shall not be disclosed to third parties for any purpose, except when required by law.

**G. Notices.** All notices given in connection with this MOU shall be in writing and, if routine, may be sent by fax or email and, if requested, followed by first class United States mail, postage prepaid, or sent by certified mail, return receipt requested, hand delivered, or delivered by overnight courier. Notices shall be delivered to the appropriate Parties at the addressees set forth below.

Community College:

**June 3, 2019**

Pamela G. Senegal, Ed.D  
President  
Piedmont Community College  
1715 College Dr.  
Roxboro, North Carolina

Person County Schools:

Rodney L. Peterson, Ed.D  
Superintendent  
Person County Schools  
304 S. Morgan Street  
Roxboro, North Carolina

Person County Government:

Heidi N. York  
County Manager  
Person County Government  
304 S. Morgan Street, Room 212  
Roxboro, NC 27574

- H. Force Majeure.** No party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
- I. Termination.** This MOU may be terminated by either Party upon at least 60 days written notice. In the event changes in state or federal law or regulations occur which render performance hereunder illegal, void, impractical or impossible, then this MOU shall terminate immediately upon written notice from one or more Parties.
- J. Expectations and Performance Measures.** The expectations and performance measures for this project shall be as provided for in the attached appendix one identified as "Person County 6-14 project Plan". The Community College and PCS shall report to the County on the accomplishments and status of the program at least semi-annually. The first such report shall be made by February 21, 2020.
- K. Miscellaneous.**
1. The headings that appear in this MOU are inserted for convenience only and do not extend the scope of the MOU.

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2. This MOU is subject to the provisions of all applicable federal and state laws, regulations, policies and standards.
3. This MOU constitutes the entire understanding of the Parties with respect to the subject matter of this MOU and all prior agreements, understandings, and representations concerning the subject matter of this MOU are hereby superseded and of no effect.
4. This MOU is not transferrable except with the written consent of the Parties.
5. This MOU is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

**L. Signatures.** By signatures to this MOU, the Parties agree to the terms and conditions outlined above and will work in good faith to implement the provisions herein and address any issues that arise that may affect these terms and conditions during the period of the MOU.

IN WITNESS HERETO, the Parties have executed this MOU in triplicate originals by their duly authorized officials:

**PCS**

\_\_\_\_\_  
Superintendent's Signature                      Date: \_\_\_\_\_

**Community College**

\_\_\_\_\_  
President's Signature                      Date: \_\_\_\_\_

**County**

*Glenn Yore*                      Date: 6/3/19  
County Manager's Signature



**CHAIRMAN'S REPORT:**

Chairman Newell had no report.

**MANAGER'S REPORT:**

County Manager, Heidi York reported the Board's first budget work session was scheduled for 10:00am on June 4, 2019 in the Board's usual boardroom.

Ms. York announced that Ms. Kelli Oakley has been appointed to serve as Interim Director of Animal Services while the County enters a competitive hiring process for a new Animal Services Director.

**COMMISSIONER REPORT/COMMENTS:**

There were no reports or comments by the commissioners

**CLOSED SESSION #1**

A **motion** was made by Vice Chairman Jeffers and **carried 5-0** to enter Closed Session per General Statute 143-318.11(a) (5) at 7:41pm to establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating the price and other material terms of a contract with the following individuals permitted to attend: County Manager, Heidi York, Clerk to the Board, Brenda Reaves, County Attorney, Ron Aycock, and Assistant County Manager, Sybil Tate.

Chairman Newell called the Closed Session to order at 7:47pm.

A **motion** was made by Commissioner Puryear and **carried 5-0** to return to open session at 7:59pm.

**RECESS:**

Chairman Newell announced the Board would stand in recess at 7:59pm until 10:00am on June 4, 2019 in the Board's usual meeting room 215 of the County Office Building for the purpose to conduct a budget work session.

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Brenda B. Reaves  
Clerk to the Board

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David B. Newell, Sr.  
Chairman