

PERSON COUNTY BOARD OF COMMISSIONERS
MEMBERS PRESENT

OCTOBER 18, 2021
OTHERS PRESENT

Gordon Powell
Kyle W. Puryear
C. Derrick Sims
Charlie Palmer
Patricia Gentry

Heidi York, County Manager
Brenda B. Reaves, Clerk to the Board
S. Ellis Hankins, County Attorney

The Board of Commissioners for the County of Person, North Carolina, met in regular session on Monday, October 18, 2021 at 9:00am in the Person County Office Building Auditorium.

Chairman Powell called the meeting to order. Commissioner Gentry was absent until such time that the County Manager, Heidi York announced that she had connected to the meeting via remote access at 9:13am.

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

DISCUSSION/ADJUSTMENT/APPROVAL OF AGENDA:

Chairman Powell stated the need to add a Closed Session for the purpose to consult with the county attorney in order to preserve the attorney-client privilege to the agenda.

A **motion** was made by Commissioner Sims and **carried 4-0** to add a Closed Session for the purpose to consult with the county attorney in order to preserve the attorney-client privilege to the agenda and to approve the agenda as adjusted.

INFORMAL COMMENTS:

The following individuals appeared before the Board to make informal comments:

Mr. Bob Brauer of 1 Bobwhite Road, Roxboro, and Chair of the Person County Environmental Issues Advisory Committee addressed the Ninth Amendment to the Agreement for the Upper Piedmont Regional Landfill on the Board's agenda for a provision for county residents to dump waste free of charge. He requested the Board to set a deadline, i.e., 60 days to implement such provision with county management review.

Mr. Chris Weaver of 342 Satterfield Farm Road, Timberlake commented on recent dialogue about the Economic Development Task Force in particular with Commissioner Sims; he encouraged everyone to watch the Task Force meeting videos that are posted on the county website. Mr. Weaver said the county needed real jobs and accountability. He asked the County Attorney to ensure that the Closed Session held at the Board's October 4, 2021 meeting was legal.

October 18, 2021

Mr. John Seepe of 277 Barefoot Landing Lane, Semora posed the question of when citizens would run out of disposable income. Mr. Seepe said he hoped the Economic Development Task Force was not a waste of time and efforts for those citizens that participated.

DISCUSSION/ADJUSTMENT/APPROVAL OF CONSENT AGENDA:

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

- A. Approval of Minutes of October 4, 2021, and
- B. FY2022 Rural Operating Assistance Program Funding Application

NEW BUSINESS:

NINTH AMENDMENT TO THE AGREEMENT FOR CONTINUED DEVELOPMENT, USE AND OPERATION OF UPPER PIEDMONT REGIONAL LANDFILL:

County Manager, Heidi York presented to the Board the Ninth Amendment to the Agreement for Continued Development, Use and Operation of Upper Piedmont Regional Landfill for adoption. Ms. York stated this Ninth Amendment clarifies certain aspects of the Fourth Amendment as reflected below:

- Section 9.1 of the Fourth Amendment is hereby deleted in its entirety and replaced with new Section 9.1 that reads as follows:

“9.1 Annual Community Development Payments. Republic shall make an annual payment of \$100,000 to the County to be used for County community development projects in collaboration with Republic, to benefit the County and to highlight the partnership between the County and Republic. For the time-period November 3, 2020 to December 31, 2021, Republic shall make a payment of \$100,000 to the County by November 3, 2020. For the time-period beginning on January 1, 2022 and thereafter during the Term of the Agreement, Republic shall make its annual payment to the County of \$100,000 by January 31 of each year, with Republic making the first of such annual payments for 2022 and thereafter by January 31, 2022. The County consents to Republic’s use of all such collaborative projects between the County and Republic for all purposes including without limitation in Republic’s public relations, marketing and similar materials. When the County identifies one or more community development projects to fund with all or part of the annual \$100,000 payments, the County will contact Republic to collaborate on the proposed projects to benefit the County and highlight the partnership between the County and Republic.”

October 18, 2021

- Section 9.2 of the Fourth Amendment is hereby deleted in its entirety and replaced with new Section 9.2 that reads as follows:

“9.2 Broadband Study. Within thirty (30) calendar days of the effective date of this Ninth Amendment as described in Paragraph 6 of this Ninth Amendment, Republic shall make a one-time payment of \$30,000 to the County to assist with the County’s Broadband Study.”

- Section 9.3 of the Fourth Amendment is hereby deleted in its entirety and replaced with new Section 9.3 that reads as follows:

“9.3 Residential Drop-Off Waste Allowance. Beginning on the effective date of this Ninth Amendment as described in Paragraph 6 of this Ninth Amendment, and for each calendar year thereafter during the Term of the Agreement, Republic shall allow County residents to drop off Waste at the convenience center at the Landfill at no charge to the residents, up to a total of 2,000 tons per calendar year.”

Commissioner Gentry asked Ms. York how was the 2,000 tons being tracked to which Ms. York stated the residential waste was weighed and up to 2,000 tons would be free to citizens and over 2,000 tons, residents would begin to be charged the normal fee schedule on a per ton basis.

Mr. Wade Bailey, Republic Services General Manager of the Richmond Office joined the meeting remotely. He added that residents bringing residential waste would present an ID and sign in at the landfill, drop off the waste at a specified container which, when full, would be put on the scales and weighed and tracked on a monthly basis. Mr. Bailey said 742 tons have been tracked year to date.

Vice Chairman Puryear noted Republic has been a good corporate partner and if the need arose for the tonnage to be increased, would Republic be willing to renegotiate a new contract in the future to which Mr. Bailey stated his staff had reviewed the numbers and had a cushion in the 2,000 tons but to answer the question, he would be willing to consider such.

Ms. York said the Environmental Issues Advisory Committee could assist Republic in promoting and advertising the provision for residents to dump free. She also noted that Republic, through a third-party contractor provides roadside cleanup across the county on a monthly basis, or more often as needed.

A **motion** was made by Vice Chairman Puryear and **carried 5-0** to adopt the Ninth Amendment to the Agreement for Continued Development, Use and Operation of Upper Piedmont Regional Landfill, as presented.

October 18, 2021

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

THIS NINTH AMENDMENT ("Ninth Amendment") 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 North Carolina, d.b.a. Upper Piedmont Regional Landfill, formerly Upper Piedmont Environmental, Inc. (hereinafter referred to as "Republic"). The August, 1995 Amended and Restated Agreement for Continued Development, Use and Operation of Upper Piedmont Regional Landfill is hereinafter referred to as the "Agreement".

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, in June of 2019, the parties entered into the Third Amendment to Amended and Restated Agreement for Continued Development, Use and Operation of Upper Piedmont Regional Landfill ("Third Amendment"); and

WHEREAS, in September of 2019, the parties entered into the Fourth Amendment to Amended and Restated Agreement for Continued Development, Use and Operation of Upper Piedmont Regional Landfill ("Fourth Amendment"); and

WHEREAS, in April of 2020, the parties entered into the Fifth Amendment to Amended and Restated Agreement for Continued Development, Use and Operation of Upper Piedmont Regional Landfill ("Fifth Amendment"); and

October 18, 2021

WHEREAS, in June of 2020, the parties entered into the Sixth Amendment to Amended and Restated Agreement for Continued Development, Use and Operation of Upper Piedmont Regional Landfill ("Sixth Amendment"); and

WHEREAS, in September of 2020, the parties entered into the Seventh Amendment to Amended and Restated Agreement for Continued Development, Use and Operation of Upper Piedmont Regional Landfill ("Seventh Amendment"); and

WHEREAS, in December of 2020, the parties entered into the Eighth Amendment to Amended and Restated Agreement for Continued Development, Use and Operation of Upper Piedmont Regional Landfill ("Eighth Amendment"); and

WHEREAS, the parties desire to clarify certain aspects of the Fourth Amendment and make other clarifying changes.

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, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment and Eighth Amendment.

2. Section 9.1 of the Fourth Amendment is hereby deleted in its entirety and replaced with new Section 9.1 that reads as follows:

"9.1 Annual Community Development Payments. Republic shall make an annual payment of \$100,000 to the County to be used for County community development projects in collaboration with Republic, to benefit the County and to highlight the partnership between the County and Republic. For the time period November 3, 2020 to December 31, 2021, Republic shall make a payment of \$100,000 to the County by November 3, 2020. For the time period beginning on January 1, 2022 and thereafter during the Term of the Agreement, Republic shall make its annual payment to the County of \$100,000 by January 31 of each year, with Republic making the first of such annual payments for 2022 and thereafter by January 31, 2022. The County consents to Republic's use of all such collaborative projects between the County and Republic for all purposes including without limitation in Republic's public relations, marketing and similar materials. When the County identifies one or more community development projects to fund with all or part of the annual \$100,000 payments, the County will contact Republic to collaborate on the proposed projects to benefit the County and highlight the partnership between the County and Republic."

3. Section 9.2 of the Fourth Amendment is hereby deleted in its entirety and replaced with new Section 9.2 that reads as follows:

“9.2 Broadband Study. Within thirty (30) calendar days of the effective date of this Ninth Amendment as described in Paragraph 6 of this Ninth Amendment, Republic shall make a one-time payment of \$30,000 to the County to assist with the County’s Broadband Study.”

4. Section 9.3 of the Fourth Amendment is hereby deleted in its entirety and replaced with new Section 9.3 that reads as follows:

“9.3 Residential Drop-Off Waste Allowance. Beginning on the effective date of this Ninth Amendment as described in Paragraph 6 of this Ninth Amendment, and for each calendar year thereafter during the Term of the Agreement, Republic shall allow County residents to drop off Waste at the convenience center at the Landfill at no charge to the residents, up to a total of 2,000 tons per calendar year.”

5. Section 6 of the Agreement remains in effect without amendment.

6. The effective date of this Ninth Amendment shall be the date that the Ninth Amendment is fully executed by both parties.

7. Except as set forth herein, the Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment and Eighth Amendment shall remain in full force and effect. In the event of a conflict between the terms of this Ninth Amendment and those contained in the Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment and Eighth Amendment, the terms of this Ninth Amendment shall prevail and control.

8. This Ninth 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 Ninth Amendment as of the day and year first above written.

ATTEST:

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



PERSON COUNTY, NORTH CAROLINA

By: Gordon Powell
Gordon Powell
Chairman, Person County Board of
Commissioners

Date: 10/18/2021

APPROVED AS TO FORM:

By: S. Ellis Hankins
S. Ellis Hankins
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

October 18, 2021

ATTEST:

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

By: _____
[Corporate Seal]

By: _____
Shane Walker
Vice President

Date: _____

RUNWAY 6 OBSTRUCTION REMOVAL PROJECT:

General Services Director, Ray Foushee stated the FAA notified Raleigh Regional Airport at Person County that under new guidelines to widen the runway, there are numerous trees/areas of trees that penetrate the TERPS approach/missed approach surface, resulting in an increase to the Runway 6 ILS approach HAT from 200' to 250'. In simpler terms, Mr. Foushee said that due to the height of some trees, there are restrictions imposed that prevent some aircraft landing at our airport, particularly in inclement weather. He added that the trees that need to be removed have been identified and bids accepted for their removal. The lowest responsible bid was \$48,256.10 from KBS Earthworks. Person County will be responsible for 10% matching funds, which is already budgeted.

Mr. Foushee asked the Board to authorize the County Manager to award this bid and sign the respective contract.

Commissioner Palmer asked Mr. Foushee if local area contractors had the opportunity to bid to which Mr. Foushee stated yes however to be eligible to bid, contractors had to be a DOT certified provider as this was a grant-funded program.

October 18, 2021

County Attorney, Ellis Hankins stated the Airport Consultant used the formal bidding process when in fact, the informal bidding process would have been sufficient for this project; however, since the consultant initiated the formal procurement process, he advised staff that the Board of Commissioners should take action to award the lowest, responsible bidder to avoid any challenges from bidders. Mr. Hankins suggested staff to communicate with the consultant to be aware of the informal bidding guidelines for smaller construction projects.

A **motion** was made by Vice Chairman Puryear and **carried 5-0** to authorize the County Manager to award the Runway 6 Obstruction Removal Project to lowest, responsible bidder, KBS Earthworks for \$48,256.10 and to sign the respective contract.

RESOLUTION GIVING NOTICE TO ALL CANDIDATES FOR THE OFFICE OF PERSON COUNTY SHERIFF OF INTENTION TO SET THE STARTING SALARY FOR SUCH POSITION AS PROVIDED BY LAW:

County Manager, Heidi York presented a Resolution giving notice to all candidates for the Office of Person County Sheriff of intention to set the starting salary for such position as provided by law.

As authorized by North Carolina General Statute 153A-92, the County Commissioners have the authority to establish a pay schedule that includes all employees, including elected officials. The position of Sheriff is covered in the County's pay schedule as a Grade 78 with a starting salary of \$76,680. In addition, the North Carolina General Statute governing the filing fee for candidates for sheriff, GS163-107 is 1% of the starting salary for the office, rather than the current salary of the incumbent.

Ms. York requested Board consideration to adopt the Resolution to set the starting salary for the position of Sheriff for which the filing fee will be calculated. Ms. York confirmed that this action by the Board was statutorily required and it was not a local policy.

A **motion** was made by Vice Chairman Puryear and **carried 5-0** to adopt a Resolution giving notice to all candidates for the Office of Person County Sheriff of intention to set the starting salary for such position as provided by law, as presented.

**RESOLUTION GIVING NOTICE TO ALL CANDIDATES FOR THE
OFFICE OF PERSON COUNTY SHERIFF OF INTENTION TO SET THE
STARTING SALARY FOR SUCH POSITION AS PROVIDED BY LAW**

The Person County Board of Commissioners, as authorized by North Carolina General Statute 153A-92 hereby gives notice to all candidates for the Office of Person County Sheriff during the 2022 general election of its intention to set the starting salary for the Sheriff position as provided below. This action will affect the individual elected to this office when he or she takes office. North Carolina General Statute 63-107 governs the filing fee for candidates for sheriff; it is 1% of the starting salary for the office, rather than the current salary of the incumbent.

The starting salary for the Sheriff position will be \$76,680.


Once adopted, the Resolution setting the salary for the Sheriff position shall not be altered or amended until after the person elected Sheriff in the 2022 election for this position takes office. Thereafter, the Board of Commissioners may adjust the starting salary of the candidate elected considering the years of service and performance in related experience of the person elected.

Adopted, this, the 18th day of October 2021.




Gordon Powell, Chairman
Person County Board of Commissioners

ATTEST:


Brenda B. Reaves, MMC, NCMCC
Clerk to the Board of Commissioners

October 18, 2021

CHAIRMAN'S REPORT:

Chairman Powell reported recent events he attended: Relay for Life, Fire Protection Day at Lowe's, and a celebration at the Allensville Volunteer Fire Department where Insurance Commissioner, Mike Causey was present for a district reduction in their ISO rating to a five.

MANAGER'S REPORT:

County Manager, Heidi York introduced Ms. Miranda Harrison, the County's new Human Resources Director, to the Board.

COMMISSIONER REPORT/COMMENTS:

Vice Chairman Puryear commended the Parks and Recreation staff led by John Hill for a job well done hosting the Mountains to the Sea Cycle event.

Commissioner Palmer stated he visited the cyclists during their stay on several occasions noting his excitement watching them arrive and depart. He said it was a top-notch event. Chairman Powell shared that one cyclist said Person County was the best stop on the trip. Commissioner Palmer extended his well wishes to Commissioner Gentry as she was in recovery and looked forward to her return.

Commissioner Gentry thanked Commissioner Palmer stating she was still at home recovering with some restrictions.

Commissioner Sims spoke against public comments to include commentary about the commissioners' personal lives and hoped the Board did not have to deal with this unnecessary address in the future. He said he looked forward to hearing the Task Force recommendations on November 1, 2021. Commissioner Sims said he had viewed the Task Force videos noting some were not very clear and that the meetings were held virtually with no one able to attend the meetings. Commissioner Sims highlighted the following positive: there were ISO district ratings lowered within the City of Roxboro to a two as well as the rural district of the City of Roxboro was reduction to a four, the Allensville Volunteer Fire Department district reduction to a five and the Hurdle Mills Volunteer Fire Department reduction to a six. He commended all the fire departments achieving these goals and said this was good news for the people that reside in these fire districts, as it will save them money.

CLOSED SESSION #1

A **motion** was made by Commissioner Sims and **carried 5-0** to enter into Closed Session at 9:47am per General Statute 143-318.11(a)(3) for the purpose to consult with the county attorney in order to preserve the attorney-client privilege and to include the following individuals to attend: County Attorney, Ellis Hankins, County Manager, Heidi York, Assistant County Manager, Katherine Cathey, Clerk to the Board, Brenda Reaves and Planning Director, Lori Oakley. Commissioner Gentry joined the Closed Session #1 via telephone conference call.

Chairman Powell called the Closed Session #1 to order at 9:50am.

A **motion** was made by Commissioner Sims and **carried 5-0** to return to open session at 10:00am.

ADJOURNMENT:

A **motion** was made by Vice Chairman Puryear and **carried 5-0** to adjourn the meeting at 10:01am.

Brenda B. Reaves
Clerk to the Board

Gordon Powell
Chairman

October 18, 2021