

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

**APRIL 9, 2018**

**OTHERS PRESENT**

Tracey L. Kendrick  
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, April 9, 2018 at 7:00pm in the Commissioners' meeting room in the Person County Office Building.

Chairman Kendrick called the meeting to order. Vice Chairman Powell gave an invocation and Commissioner Puryear led the group in the Pledge of Allegiance.

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

Vice Chairman Powell stated the need to add an item to the agenda for Clarification of FY2018-2019 Funding for Volunteer Fire Departments and asked that the item be added to Unfinished Business.

A **motion** was made by Commissioner Puryear and **carried 5-0** to add an item to the agenda for Clarification of FY2018-2019 Funding for Volunteer Fire Departments and to approve the agenda as adjusted.

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**RECOGNITION:**

**PROCLAMATION FOR THE WEEK OF THE YOUNG CHILD:**

Chairman Kendrick read and presented a Proclamation designating the Week of the Young Child to Person County's Partnership for Children Director, Ann Garrard.

**PROCLAMATION BY**

**Person County Board of Commissioners**

**On**

**THE WEEK OF THE YOUNG CHILD**

WHEREAS, the Person County Partnership for Children and other local organizations, in conjunction with the National Association for the Education of Young Children, are celebrating the WEEK OF THE YOUNG CHILD April 16-20, 2018; and

WHEREAS, by calling attention to the need for high-quality early childhood services for all children and families within our community/state, these groups hope to improve the quality and availability of such services; and

WHEREAS, the future of Person County depends on the quality of the early childhood experiences provided to young children today.

NOW THEREFORE, the Person County Board of Commissioners does hereby proclaim the week of April 16-20, 2018 as THE WEEK OF THE YOUNG CHILD in Person County and urge all citizens to recognize and support the needs of young children in Person County.

Adopted this, the 9<sup>th</sup> day of April, 2018.



  
Tracey L. Kendrick, Chairman  
Person County Board of Commissioners

Attest:

  
Brenda B. Reaves, NCCCC, MMC  
Clerk to the Board

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**PUBLIC HEARING:**

**RESOLUTION DECLARING ITS INTENT TO SELL THE PERSON COUNTY HOME HEALTH AND HOSPICE AGENCY:**

A **motion** was made by Commissioner Jeffers and **carried 5-0** to open the duly advertised public hearing for public comments related to adopting a Resolution Declaring Its Intent to Sell the Person County Home Health and Hospice Agency.

County Attorney, Ron Aycock stated the Board had previously indicated an interest in exploring the sale of County's Home Health and Hospice Agency. He stated in order to further proceed in the process, the law required a complicated process to ensure a market for such sale, to ensure the people of Person County receiving such services through agencies continue to receive the needed support and services, and to assure the County for a good price. Mr. Aycock said the public hearing set was a required first step of a long process to determine whether or not the Board desired to sell, and if so, to whom and at what price. Mr. Aycock presented a Resolution Declaring Its Intent to Sell the Person County Home Health and Hospice Agency that stated all those intents to start the process, if adopted by the Board of Commissioners.

There were no individuals appearing before the Board to speak in favor of the Resolution Declaring Its Intent to Sell the Person County Home Health and Hospice Agency.

Individuals appearing before the Board to speak in opposition to the Resolution Declaring Its Intent to Sell the Person County Home Health and Hospice Agency were:

Ms. Deborah Tinnin of 811 N. Main Street, Apt. C, Roxboro, and a Social Worker for the Home Health and Hospice Agency for the last six years and an employee of Person County Government for 25 years asked the Board to consider the people served by the agency. She added they serve Person County residents and are many times known already through the community. Ms. Tinnin said an agency from out of town would extend the response time to provide a needed support. Ms. Tinnin wanted the Board to think of the employees of the agency, i.e., nurses, chaplain, C&As that are the front line folks that care for patients.

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Ms. Michelle White of 5030 Semora Road, Roxboro stated she serves as a Nursing Manager/Supervisor for Home Health and Hospice, the Health Department Clinic and Preparedness and Safety. Ms. White stated her opposition to the Board's Intent to Sell. She shared that the Hospice program has been profitable every year except for 2016, and in fact, covered the losses in the Home Health Agency for four years, was #1 hospice in Person County. Ms. White requested the Board's consideration to retain the Hospice program along with the nine positions that would be eliminated if sold. Ms. White noted the Hospice program provides aid to clients and ongoing mental health support to clients' families. She further noted that private hospice providers can cap the percentage of indigent or poor payer sources when public organizations do not. Ms. White said the Board of Health was in full support for the Hospice continuing as a county program. She added Hospice can be self-sufficient and help fund other county programs. Ms. White stated the hospice staff are vital to emergency plans as shelter staff and to fulfill the duties as the strategic national stockpile which is a public health program mandated by the state. Ms. White said that after the initial profit of a sale of Home Health and Hospice Agency, there will be a greater monetary demand on the county for other state mandated public health programs. Ms. White invited the group to come to the Health Department to learn more about these considerations that she shared.

Commissioner Jeffers asked if the employees referred to were full time or part time to which the County Manager, Heidi York noted they were all currently full time employees.

A **motion** was made by Vice Chairman Powell and **carried 5-0** to close the public hearing for public comments related to the Board adopting a Resolution Declaring Its Intent to Sell the Person County Home Health and Hospice Agency.

#### **CONSIDERATION TO ADOPT A RESOLUTION DECLARING ITS INTENT TO SELL PERSON COUNTY HOME HEALTH AND HOSPICE AGENCY:**

A **motion** was made by Commissioner Clayton to keep the Hospice program and offer the Home Health program for sale, and to reflect such in a Resolution Declaring Its Intent to Sell Person County Home Health.

When asked for more information, County Manager, Heidi York stated the County funds \$1.2M to support the Health Department's budget for programming. She added that the Home Health and Hospice did not have individual budgets and were included in the overall Health Department budget. Ms. York asked the Health Director, Janet Clayton to share further information.

Ms. Clayton confirmed the Health Department budget of \$3.9M was broken down into two budgets: 1) Public Health and 2) Environmental Health. She added the Public Health budget was internally divided into approximately 20 different budgets, each representing a program. Ms. Clayton said the County contributed \$230,000 approximately to the Home Health program while Hospice did not receive any local funding and profited by \$13,000.

Commissioner Puryear stated as the Board of Commissioners were invited to visit and further discuss with the staff of Home Health and Hospice, he asked Commissioner Clayton to consider suspending his motion to visit and further hear staff prior to a decision.

Chairman Kendrick stated the Resolution Declaring Its Intent to Sell the Person County Home Health and Hospice Agency was the first step to start the process to gather information to get to the point whereby the Board will have to vote once the bids are received and there was an offer on the table whether to sell or not to sell. Chairman Kendrick recommended to move forward with the resolution.

Commissioner Jeffers stated it was not his intent to declare his intent to sell or not to sell at this date.

Ms. York clarified the process was to conduct a public hearing on this date to start the process, work with the consultant to prepare a RFP and market such RFP with a deadline to submit proposals. Once the proposals are received, the consultant will bring before the Board for consideration (there may be many proposals or zero proposals submitted.) Ms. York said the Board may then enter into negotiations should a proposal be deemed favorable or the Board may decline any and all proposals. Ms. York confirmed the Resolution Declaring Its Intent to Sell the Person County Home Health and Hospice, whether combined or individually in no way commits the Board to a sale of either program. Ms. York noted the consultant recommended that the County bundle the two services into one sell as the hospice program has the potential to be more lucrative.

The **motion** made by Commissioner Clayton to keep the Hospice program and offer Home Health program for sale and to reflect such in a Resolution Declaring Its Intent to Sell Person County Home Health **failed 2-3**. Commissioners Clayton and Jeffers voted in favor of the motion whereby Chairman Kendrick, Vice Chairman Powell and Commissioner Puryear cast the dissenting votes.

A **motion** was made by Commissioner Jeffers and **carried 4-1** to table action for consideration to adopt a Resolution Declaring Its Intent to Sell Person County Home Health and Hospice Agency until the Board's meeting on May 21, 2018. Chairman Clayton cast the lone dissenting vote.

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## **PUBLIC HEARING:**

### **CONSIDERATION OF WHETHER TO FINANCE A PORTION OF THE COST OF VARIOUS PROJECTS AND THE MAKING OF RELATED DETERMINATIONS:**

A **motion** was made by Commissioner Puryear and **carried 5-0** to open the duly advertised public hearing for consideration to finance a portion of the costs of various projects and the making of related determinations.

Finance Director, Amy Wehrenberg stated the purpose of this public hearing was to consider (a) whether the Board of Commissioners for Person County should approve a proposed installment financing agreement to finance a portion of the cost to construct two public safety communication towers, the purchase and installation of related facilities and equipment, as well as building improvements to Huck Sansbury Gym, roofing replacement for Early Intervention, cooling tower replacements for Helena and Stories Creek Elementary Schools, and heating and cooling valve replacements at South Elementary (the "Project") and (b) whether the County should acquire from the Person County Board of Education an interest in the real and personal property included in the Northern Middle School project for use by the Person County Schools. The financing proceeds will not exceed \$4.75M for these projects with the remaining cost to be sourced from local contingency funds in the General Fund. The County will secure the repayment of the financing by pledging Northern Middle School as collateral for the financing.

Ms. Wehrenberg noted a proposal to finance a portion of the cost of this Project for \$4.4M was received from BB&T (the "Proposal") in response to the County's RFP which was sent to a number of financial institutions, and appeared to be the most favorable of proposals received by the County for this purpose.

Ms. Wehrenberg requested of the Board of Commissioners, after the public hearing was closed, to consider making the following determinations:

- 1) to proceed with the proposed financing and approve on a preliminary basis the Proposal to finance a portion of the cost of the Project in an amount not to exceed \$4,750,000;
- 2) to authorize the Chairman of the Board of Commissioners and the County Manager and Finance Director of the County to negotiate further with the approved lender, the terms of the Proposal as they consider to be necessary or advisable, and execute and deliver the Proposal to BB&T at such time they determine to be appropriate; and
- 3) to acquire from the Board of Education an interest in the real and personal property included in the Northern Middle School project, including specifically the site of Northern Middle School and the improvements thereon, for use by the Person County Schools.

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Ms. Wehrenberg presented the RFP bid tabs:

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Commissioner Jeffers asked Ms. Wehrenberg about the capital projects included with the proposed financing to which she responded the schools' deemed critical. She added the County could have deferred to future years but these critical capital needs were causing real maintenance issues for the schools. Ms. Wehrenberg noted when the capital projects were requested, she determined a better strategy to include with the tower financing.

Chairman Kendrick stated a more favorable outcome on the financing based on bundling the capital projects with the tower projects. Ms. Wehrenberg stated by adding the capital projects to the tower financing, it would entice more lenders to bid on the RFP.

Dr. Rodney Peterson, Superintendent of Person County Schools confirmed for the Board that the Southern Middle School fire system meets the current regulations while the Northern Middle School's fire system required an upgrade due to recent renovation. Dr. Peterson stated support of the recommendation by the Finance Director for the schools' building improvements.

The following individual appeared before the Board to speak in favor of the proposed financing for a portion of the costs of various projects and the making of related determinations:

Mr. Leigh Woodall of 200 Reade Drive, Roxboro stated the Finance Director has put together a reasonable proposal for the financing of the cell towers, communication equipment and the capital projects. Mr. Woodall recommended approval of the proposed installment financing agreement, as presented. He offered a recommendation for another source of revenue, as the County deliberates its budget process, that being increasing the volume from 600 tons to 2,000 tons of solid waste allowed into the landfill to increase revenue to be spent on services for the citizens.

There were no individuals appearing before the Board to speak in opposition to the proposed financing for a portion of the costs of various projects and the making of related determinations.

A **motion** was made by Commissioner Jeffers and **carried 5-0** to close the public hearing for consideration to finance a portion of the costs of various projects and the making of related determinations.



**CONSIDERATION TO APPROVE PROPOSED INSTALLMENT FINANCING AGREEMENT FOR A PORTION OF THE COSTS OF VARIOUS PROJECTS AND TO ACQUIRE CERTAIN SCHOOL PROPERTY:**

Commissioner Puryear moved to recuse himself from the consideration to approve the proposed installment finance agreement due to the recommended lender is his employer.

County Attorney, Ron Aycock explained a commissioner is not disqualified from the vote unless he has at least 10% ownership interest in the business. He added there was not a legal prohibition for a commissioner to request the Board to release him from his obligation to vote.

By unanimous vote, the Board of Commissioners approved Commissioner Puryear's request to recuse himself from the vote on the Installment Financing Agreement for a portion of the Costs of Various Projects and to Acquire Certain School Property.

A **motion** was made by Commissioner Jeffers and **carried 4-0** to approve the Installment Financing Agreement for a portion of the Costs of Various Projects and to Acquire Certain School Property, as presented by the Finance Director with the following determinations:

- 1) to proceed with the proposed financing and approve on a preliminary basis the Proposal to finance a portion of the cost of the Project in an amount not to exceed \$4,750,000;
- 2) to authorize the Chairman of the Board of Commissioners and the County Manager and Finance Director of the County to negotiate further with the approved lender, the terms of the Proposal as they consider to be necessary or advisable, and execute and deliver the Proposal to BB&T at such time they determine to be appropriate; and
- 3) to acquire from the Board of Education an interest in the real and personal property included in the Northern Middle School project, including specifically the site of Northern Middle School and the improvements thereon, for use by the Person County Schools.

## **PUBLIC HEARING:**

### **REQUEST TO ADD COTTON PICKIN TRL, A PRIVATE ROADWAY TO THE DATABASE OF ROADWAY NAMES USED FOR E-911 DISPATCHING:**

A **motion** was made by Vice Chairman Powell and **carried 5-0** to open the duly advertised public hearing for a request to add Cotton Pickin Trl, a private roadway to the database of roadway names used for E-911 dispatching.

GIS Manager, Sallie Vaughn told the Board that on January 16, 2018 the owner of parcel A96-127 approached the GIS Department and asked if they could elect to name their private driveway which will service two proposed homes. A third home may be added at some point in the future.

Ms. Vaughn stated the property owner provided a name of **Cotton Pickin Trl** which was compliant with the County's local ordinance and that the addition of this road will not affect any adjacent property owners or existing addresses.

North Carolina General Statue 153A-239.1(A) required a public hearing be held on the matter and public notice to be provided at least 10 days before the hearing in the newspaper. The required public notice was published in the March 28, 2018 edition of the Roxboro Courier-Times. A sign advertising the public hearing was placed at the proposed roadway location approximately two weeks prior to this public hearing.

Ms. Vaughn requested Board approval on the recommended roadway name.

The following individual appeared before the Board to speak in favor of the request to add Cotton Pickin Trl, a private roadway to the database of roadway names used for E-911 dispatching:

Ms. Misty Clark of 407 David Road, Hillsborough stated she would be moving to the above mentioned parcel once her home was built. She noted the proposed new roadway name was in remembrance of her grandpa.

There were no individuals appearing before the Board to speak in opposition to request to add Cotton Pickin Trl, a private roadway to the database of roadway names used for E-911 dispatching.

A **motion** was made by Commissioner Jeffers and **carried 5-0** to close the public hearing for request to add Cotton Pickin Trl, a private roadway to the database of roadway names used for E-911 dispatching.

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**CONSIDERATION TO GRANT OR DENY REQUEST TO ADD COTTON PICKIN TRL, A PRIVATE ROADWAY TO THE DATABASE OF ROADWAY NAMES USED FOR E-911 DISPATCHING:**

A **motion** was made by Commissioner Jeffers and **carried 5-0** to approve the request to add Cotton Pickin Trl, a private roadway to the database of roadway names used for E-911 dispatching, as presented.

**INFORMAL COMMENTS:**

There were no comments from the public.

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

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

A. Budget Amendment #14

**UNFINISHED BUSINESS:**

**CLARIFICATION OF FY2018-2019 FUNDING FOR VOLUNTEER FIRE DEPARTMENTS:**

County Manager, Heidi York recalled the discussion at the Board's March 19, 2018 meeting whereby the Board voted to create a fire tax and lower the tax rate in order to have no impact to the taxpayer for FY2018-2019. The specific motion that was adopted tied amounts for the fire tax and the property tax that will be revenue neutral to the county but will actually result in a slight increase to the tax payer by adopting a total tax rate of .7031 versus .7000. Ms. York noted staff were seeking clarification from the Board as staff works out the details of how to create and implement the intention of the Board. Ms. York further noted a very tight timeframe exists to implement the fire tax.

Ms. York stated she emailed the President of the Fire Chief's Association/Assistant Fire Chief for the City of Roxboro, Wayne Wrenn as well as a follow-up from staff to ensure the message was distributed that this item would be added to the Board's agenda.

Tax Administrator, Russell Jones shared the following information pertinent to setting a fire tax for the upcoming fiscal year:

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1. **Cash Flow:** with a fire tax, the VFD's will not receive the full amount of funding in July. They will have to transition from receiving a one-time lump sum payment for their services to receiving monthly checks based on fire tax collections.
2. **Revenue Impact:** While county taxpayers will see no increase in their tax bill, city taxpayers will see a decrease. This loss of revenue will result in an overall decrease in revenues to the General Fund. Each penny on the fire tax results in a \$76,579 loss.
3. **Performance Requirements:** The Board has expressed interest in requiring the VFD's to reduce their ISO ratings over a period of time in order to continue receiving increased funding. If there is consensus to move toward performance pay, staff will work with the fire chiefs to determine an appropriate time frame for achieving ISO rate reductions.
4. **Process Schedule:** In order to create a fire tax, a map of the fire district (county-wide) must be published and a notice via post card format to mailed to all property owners (real property and vehicle owners) impacted by the fire tax four weeks before a public hearing is held. The cost to print and mail this notice is approximately \$10,000 and can take up to 30 days to design and set up the print file. As a result, the required findings for establishing a fire tax must be approved by the Board at its April 23, 2018 meeting, so staff has enough time to prepare the mailing; at the April 23, 2018 Board meeting, the Board must also direct the Tax Administrator to move forward with publishing the map and mailing the notice, in the event that the May 8, 2018 sales tax voter referendum does not pass. The notice of public hearing must then be published in the newspaper a week before the public hearing. This scenario places the public hearing on the same day that the budget is scheduled to be adopted, June 18, 2018. State law requires that local governments adopt their budget by June 30<sup>th</sup>, so there would be little time to make a budget adjustment, if the Board decides not to adopt the fire tax after the proposed public hearing to be scheduled for June 18, 2018.

Mr. Jones stated once the post card has been designed and mailed, staff expected an influx of calls with questions from citizens that will affect multiple departments.

Ms. York said one penny on the property tax rate generates more than one penny on the fire tax due to the city residents will not pay the fire tax. She reiterated that each penny put toward fire funding through a fire tax is \$76,579 less. Ms. York stated the most efficient use of taxpayer funds would be through a property tax versus the penny noting the city residents will not pay a fire tax but see a decrease in the property tax bills for a reduction in the tax rate. Ms. York said Mr. Jones has prepared some funding scenarios for information and discussion purposes to demonstrate the impacts of funding the VFDs from the general fund, a fire tax, and a combination of both.

**EXAMPLE A: CURRENT FUNDING (FY18)**

Before Fire Tax(where we are now)									
Value	In city	County Rate	County Tax	City Rate	City Tax	Fire Rate	Fire Tax	Total	Net change
115,000	yes	0.007000	\$805.00	0.006700	\$770.50			\$1,575.50	base-\$ .00
115,000	no	0.007000	\$805.00					\$805.00	base-\$ .00
250,000	yes	0.007000	\$1,750.00	0.006700	\$1,675.00			\$3,425.00	base-\$ .00
250,000	no	0.007000	\$1,750.00					\$1,750.00	base-\$ .00

**EXAMPLE B: DECREASE TO CITY TAXPAYERS, INCREASE TO COUNTY TAXPAYERS; \$330K CUT TO GENERAL FUND**

After adding fire tax of .0182, and reducing county tax to .6849 (revenue neutral to county)									
Value	In city	County Rate	County Tax	City Rate	City Tax	Fire Rate	Fire Tax	Total	Net change
115,000	yes	0.006849	\$787.64	0.006700	\$770.50			\$1,558.14	-\$17.37
115,000	no	0.006849	\$787.64			0.000182	\$20.93	\$808.57	\$3.56
250,000	yes	0.006849	\$1,712.25	0.006700	\$1,675.00			\$3,387.25	-\$37.75
250,000	no	0.006849	\$1,712.25			0.000182	\$45.50	\$1,757.75	\$7.75

The above chart displays the impact of implementing a combination of general fund and fire tax, and captures the impact of the discussion and motion of the March 19 meeting. This would be a tax increase for the county taxpayers, making the combined tax rate .7031 versus .7000 for last year. Also, this would still result in flat funding for the VFDs without an additional appropriation from the general fund of \$330,000. To fund the VFDs this additional amount, without cuts to the general fund, would require a general fund tax rate of .6924. Total combined tax rate without other county reductions would be .7106 (1.06 cent overall increase).

**April 9, 2018**

**EXAMPLE C: DECREASE TO CITY TAXPAYERS, FLAT FOR COUNTY TAXPAYERS; \$444K CUT TO GENERAL FUND**

After adding fire tax of .0150, and reducing county tax to .6850(county taxpayer neutral)									
Value	In city	County Rate	County Tax	City Rate	City Tax	Fire Rate	Fire Tax	Total	Net change
115,000	yes	0.006849	\$787.64	0.006700	\$770.50			\$1,558.14	-\$17.37
115,000	no	0.006849	\$787.64			0.000151	\$17.37	\$805.00	\$0.00
250,000	yes	0.006849	\$1,712.25	0.006700	\$1,675.00			\$3,387.25	-\$37.75
250,000	no	0.006849	\$1,712.25			0.000151	\$37.75	\$1,750.00	\$0.00

Again, the above chart displays the impact of implementing a combination of general fund and fire tax. However, the proposal would keep the tax rate at a combined .7000. This is due to the fact that the fire tax is set at .0151, and the general fund is reduced by the same amount to a rate of .6849. Also, this would be a reduction in VFD funding without an additional appropriation from the general fund of \$444,334. To fund the VFDs this amount, without cuts to the general fund, would require a general fund tax rate of .6949. Total combined tax rate without other county reductions would be .7100 (1 cent overall increase).

**EXAMPLE D: DECREASE TO CITY TAXPAYERS, FLAT FOR COUNTY TAXPAYERS; \$540K CUT TO GENERAL FUND**

Fire tax without general fund appropriation									
Value	In city	County Rate	County Tax	City Rate	City Tax	Fire Rate	Fire Tax	Total	Net change
115,000	yes	0.006728	\$773.72	0.006700	\$770.50			\$1,544.22	-\$31.28
115,000	no	0.006728	\$773.72			0.000272	\$31.28	\$805.00	\$0.00
250,000	yes	0.006728	\$1,682.00	0.006700	\$1,675.00			\$3,357.00	-\$68.00
250,000	no	0.006728	\$1,682.00			0.000272	\$68.00	\$1,750.00	\$0.00

The chart above represents a true fire tax. A true fire tax would have the largest impact on the general fund for FY19. A fire tax to support all fire services at \$1,000,000 would need to be set at .002714 (2.72 cents). A reduction to the general fund tax rate of 2.72 cents to a new rate of .6728 would result in a loss of revenues to the general fund of \$1,210,463. However, the general fund would not need to fund the fire departments as it did in FY18 at \$669,885. This would lower the impact to \$540,578. To fund the VFDs this amount, without cuts to the general fund, would require a general fund tax rate .6850. Total combined tax rate without other county reductions would be .7122 (1.22 cent overall increase).

**April 9, 2018**

Mr. Jones noted other major points for the Board to consider:

1. Staff will need direction on how to proceed following the results of the May 8 primary, which will determine if a sales tax is desired by citizens. Please remember that proposed maps for a fire service district creation require a public hearing. The required public hearing cannot be any earlier than 4 weeks after publication. This is reason that a fire tax is being discussed before the budget proposal is presented. If you wait until the May 21st meeting to publish the proposed maps, then the first date a public hearing could be held would be June 19th.
2. Cash flow will need to be discussed. In the past, VFDs were given their appropriations in July. With a true fire tax, funding would be disbursed around the 8th of the month, following the month of collections. For example, there would be no funds collected in July, resulting in no disbursement until September 8th, and this would be a very small disbursement. Most funding will be collected in December and January, delaying any disbursement until February 8th. The county may need to discuss a way to forward some funding for FY19. This should only be done the first year.

Commissioner Jeffers advocated to appropriate all VFD funding through a fire tax or increase the property tax rate for public safety.

Chairman Kendrick noted the Board's three priorities as education, public safety and economic development; he advocated for cuts to non-mandated services within the County's \$65M budget.

At this point in the debate, Chairman Kendrick handed the gavel over to Vice Chairman Powell.

Commissioner Jeffers stated out of the \$65M County Budget, approximately \$22M was property tax revenue, the other being federal and state pass-through funding.

Mr. Jones stated a fire tax provides funding to fire departments but the misconception is that it does not guarantee funding year after year.

Mr. Jones asked for direction from the Board whether or not to prepare the notices to be mailed for a set fire tax or if the Board prefers to appropriate the VFD funding from the General Fund.

Ms. York said if the Board can provide clarity on the concept, staff will bring back in the budget proposal. She said to set the fire tax rate at this time was premature with the numbers changing and will continue to change as she needs to evaluate the needs of both the expenditures and revenues.

Ms. York stated there was agreement among the Board to fund the VFDs at \$1M; she asked the Board to agree to the concept for a fire tax, it will be offset with a reduction to the property tax rate without stating a specific amount.

Mr. Jones stated he needed the Board to take action related to proceed forward with the notification for the fire tax, if that was the desire of the Board.

A **motion** was made by Commissioner Puryear to direct staff to proceed forward with the notification for the fire tax that is offset with the property tax rate.

Commissioner Clayton advocated to implement a fire tax fully.

A **substitute motion** was made by Commissioner Clayton and **failed 2-3** to set a 2.72 cents fire tax for the \$1M funding for the VFDs. Commissioners Clayton and Jeffers voted in favor of the substitute motion. Chairman Kendrick, Vice Chairman Powell and Commissioner Puryear voted in opposition to the substitute motion.

The **original motion** by Commissioner Puryear **carried 3-2**. The original motion passed with aye votes by Chairman Kendrick, Vice Chairman Powell and Commissioner Puryear. Commissioners Clayton and Jeffers cast the dissenting votes. Commissioner Jeffers stated the original motion was political and not for public safety.

Mr. Jones added that the Board could set the public hearing at the Board's next meeting on April 23, 2018.



**CONSIDERATION TO GRANT OR DENY REQUEST FOR A TEXT AMENDMENT TO AMEND THE ORDINANCE REGULATING AUTOMOBILE GRAVEYARDS AND JUNKYARDS:**

Chairman Kendrick stated no individuals or business/commercial representatives appeared to offer comments related to the Text Amendment to the Ordinance Regulating Automobile Graveyards and Junkyards.

Planning Director, Lori Oakley stated she had no new information to share with the Board but noted she had three residential inquiries since the last discussion by the Board to which she had placed on hold pending a decision by the Board of Commissioners.

Commissioner Jeffers stated issue with placing residential complaints on hold as the current ordinance in Section 8 outlines the process in place, just as was done for the complaint located on Cedar Grove Church Road. He added his reasoning behind tabling this item was because of the proposal to do something different that impacts commercial or existing businesses.

Commissioner Jeffers asked Ms. Oakley to address the proposed new text related to the time period of 90 days or more for a place of business. Ms. Oakley stated the first step would be to visit the site, discuss and work with the property owner prior to sending a letter to start the penalty process. Ms. Oakley said the second sentence (proposed new text) under Junkyard, Commercial in Section Three Definitions could be removed if deemed appropriate by the Board noting staff's primary goal is residential.

Chairman Kendrick reminded the group that the process was based on a complaint filed. Chairman Kendrick asked Ms. Oakley to note how many complaints has she received over the last year to which she responded there have been two commercial and approximately 35-36 residential complaints.

A **motion** was made by Chairman Kendrick and **carried 5-0** to adopt the Text Amendment to the Ordinance Regulating Automobile Graveyards and Junkyards as presented with the second sentence (proposed new text) under Junkyard, Commercial in Section Three Definitions to be omitted.

Ms. Oakley said the NC General Statutes requires that when reviewing a text amendment, the Board also include with their motion a statement as to whether the proposed text amendment is reasonable and consistent.

A **motion** was made by Chairman Kendrick and **carried 5-0** that the text amendment is consistent with the Comprehensive Plan and future planning goals and objectives of Person County. It is reasonable and in the public interest as it will provide clear and concise regulations in the Ordinance Regulating Automobile Graveyards and Junkyards in Person County.

**April 9, 2018**

**ORDINANCE REGULATING AUTOMOBILE GRAVEYARDS AND  
JUNKYARDS IN PERSON COUNTY**

**SECTION ONE. TITLE**

This ordinance may be known and may be cited as "Ordinance Regulating Automobile Graveyards and Junkyards in Person County."

**SECTION TWO. PURPOSE AND OBJECTIVES**

The purposes and objectives for which this ordinance is passed are as follows:

- A. To protect the citizens and residents of Person County from possible injury at automobile graveyards and junkyards.
- B. To preserve the dignity and aesthetic quality of the environment in Person County.
- C. To preserve the physical integrity of land in close proximity to residential areas.
- D. To protect the economic interests of the citizens and residents of Person County.
- E. To achieve responsible economic growth in areas of Person County that is compatible with growth and development in nearby areas.

**SECTION THREE. DEFINITIONS**

For the purpose of this ordinance, certain terms and words are hereby defined; words used in the present tense shall include the future; words used in the singular number shall include the plural number; and the plural the singular; and the word "shall" is mandatory and not directory.

**Automobile Graveyard:** The term and definition of "automobile graveyards" shall apply to commercial establishment only. Any commercial establishment tract of land which is maintained, used, or operated for storing, salvaging, keeping, buying and selling two or more wrecked, scrapped, ruined, dismantled or inoperable motor vehicles and which are not being restored to operation, regardless of the length of time which individual motor vehicles are stored or kept at said establishment. The phrase "automobile graveyard" as used herein shall be interpreted to include all service stations and repair shops which have on their premises four or more wrecked scrapped, ruined, dismantled or inoperable motor vehicles which are not being restored to operation.

**Chronic Offender:** A person who owns property whereupon, in the previous calendar year, the county gave notice of violation at least three times under any provision of the public nuisance ordinance.

**Establishment:** Any commercial operation.

**Housing Unit:** A house, an apartment, a group of rooms, or a single room occupied or intended for occupancy as separate living quarters.

**Junk:** The term "junk" shall mean scrap metal, rope, rags, batteries, paper, trash, rubber, debris, tires, waste, or junked, dismantled or wrecked motor vehicles or parts.

**Junkyard, Commercial:** Any establishment or place of business which is maintained, operated, or used for storing, salvaging, keeping, buying or selling junk or for maintenance or operation of an automobile graveyard, but shall not include garbage dumps or county-operated sanitary landfills.

**Junk Yard, Residential:** A residential parcel of land in which an area of 600 square feet or more of "junk materials" are kept or stored at any given place whether for profit or not. Materials enclosed in closed buildings, solid waste containers or rolling stock (i.e., rail cars, trailer or other containerized body not intended or designed to be self-propelled) are excluded.

**Public Road:** Any road or highway which is now or hereafter designated and maintained by the North Carolina Department of Transportation as part of the State Highway System, whether primary or secondary, and any road which is a neighborhood public road as defined in North Carolina General Statute Section 136-67.

**Repair Shop:** An establishment which is maintained and operated for the primary purpose of making mechanical and/or body repairs to motor vehicles and which receives fifty percent or more of its gross income from charges made for such repairs.

**School:** Any public or private institution for teaching which is recognized and approved by the State of North Carolina.

**Service Station:** An establishment which is maintained and operated for the primary purpose of making retail sales of fuels, lubricants, air, water, and other items for the operation and routine maintenance of motor vehicles and/or for making mechanical repairs, servicing and/or washing of motor vehicles, and which receives more than fifty percent of its gross income from the retail sale of this aforesaid items and/or from the making of mechanical repairs, servicing and/or washing of motor vehicles.

**Solid Fence:** A continuous, opaque, unperforated barrier extending from the surface of the grounds to a uniform height of not less than six (6) feet from the ground at any given point, constructed of dirt, wood, stone, steel, or other metal, or any substance of a similar nature and strength.

**Vegetation:** Evergreen trees, including, but not limited to, white pine and/or hemlock, evergreen shrubs or plants with a minimum height of six (6) inches when planted, which reach a height of at least six (6) feet of maturity.

**Visible:** Capable of being seen without visual aid by a person of normal visual acuity.

**Wire Fence:** A continuous, translucent, perforated barrier extending from the surface of the ground to a uniform height of not less than six (6) feet from the ground at any given point, constructed of wire, steel or nylon mesh, or any substance of a similar nature and strength, but which perforations or openings are no larger than sixteen (16) square inches.

#### **SECTION FOUR. PROHIBITIONS**

All junkyards or automobile graveyards except as hereinafter provided shall be unlawful after the effective date of this Ordinance for any person, firm or corporation, or other legal entity to operate or maintain in any unincorporated area of Person County a junkyard or automobile graveyard without first obtaining a license to operate same and without maintaining screening from view as hereafter described.

#### **SECTION FIVE. SCREENING**

All junkyards or automobile graveyards operated and/or maintained in Person County shall be fenced at all points where said fencing shall be necessary to screen the view of persons from public roads, schools, or housing units, and where such screening is not already substantially provided by natural vegetation, or other natural barriers. The fence shall be wire fence used in conjunction with vegetation or a solid fence. If a wire fence with vegetation is used, the plants shall be planted on at least one side of the wire fence and as close as practical to said fence. Vegetation shall be planted at intervals evenly spaced and in close proximity to each other so that a continuous, unbroken hedgerow will exist to a height of at least six (6) feet along the links of the wire fence surrounding the junkyard or automobile graveyard when the vegetation reaches maturity. Each owner, operator or maintainer of a junkyard or automobile graveyard to which this Ordinance applies and who chooses to use vegetation with wire fence, shall utilize good husbandry techniques with respect to said vegetation, including but not limited to, proper pruning, proper fertilizer and proper mulching, so that the vegetation will reach maturity as soon as practical and will have maximum density in foliage. Dead or diseased vegetation shall be replaced at the next appropriate planting time, and the fence, or wire fence and vegetation, shall be maintained in good condition. All wrecked, scrapped, ruined, dismantled or inoperable motor vehicles and junk shall be stored inside said fence.

#### **SECTION SIX. APPLICABILITY**

This Ordinance applies to all residential zoned properties and uses and applies to junk as defined in this Ordinance from an adjacent property, and/or road. This Ordinance applies to all commercial and industrial uses on properties that abut residential and public uses and applies to junk and abandoned vehicles as defined in this Ordinance that are visible from an adjacent property, and/or public road.

#### **SECTION SEVEN. EXCEPTIONS**

- A. Ordinance shall not apply to residential properties that are not visible from residential or public uses (schools, playgrounds) on adjacent properties or from public roads.
- B. Ordinance shall not apply to service stations or repair shops unless said service station or repair shop has inoperable motor vehicles which are not being restored to operation.
- C. This ordinance shall not apply to bona fide farm properties as defined by NCGS §153A-340.
- D. Automobile graveyards or junkyards existing at the effective date of this Ordinance which would be in violation of this Ordinance shall be granted a grace period of four (4) months to conform to the provisions of this Ordinance, thereafter same shall be subject to the provisions of this Ordinance.

- E. The provisions of this section shall not apply to material which is being used in connection with a construction activity taking place on the premises provided the construction activity associated with an active permit is being diligently pursued, and complies with applicable ordinances and codes.

#### **SECTION EIGHT. LICENSING**

Any person, firm, corporation, or other organization desiring to operate, or continue to operate a junkyard or automobile graveyard after the adoption of this Ordinance shall be required to obtain a license to operate same from the Person County Planning Director. The application for license shall be in writing and contain such information that, in the discretion of the Director, is needed to guarantee that the operation is, or shall be, in compliance with the provisions of this Ordinance.

The County Director shall issue a license to operate to each applicant, upon payment of a license fee of \$50.00, unless it appears that said operation is or shall be in violation of this Ordinance.

The County Director shall have the authority to revoke the license or any person, firm, corporation, or other organization who fails to comply with the provisions of this Ordinance.

#### **SECTION NINE. SIGNAGE**

All commercial junkyards and automobile graveyards operated and maintained in Person County shall be identified at the entrance to said facility by a sign not less than fifteen (15) square feet in area.

#### **SECTION TEN. ENFORCEMENT PROVISIONS**

Complaints shall be submitted by residents and investigated by the Planning Department; upon determining that a violation of this ordinance exists, the Planning Department shall issue written notice to the registered owner, lessee, or person(s) entitled to the land. The notice shall be provided by registered or certified mail. The notice shall:

1. Identify the property and describe the violation located thereon to be removed, abated, or remedied;
2. State that the costs incurred by the county for chronic offenders to remove, abate, or remedy the violation, if not paid by the violator(s), shall be subject to NCGS §153A-140.2 for chronic offenses.
3. If the violation is not removed, abated or remedied within thirty (30) days of the initial notice, and an appeal has not been filed, a second notice shall be issued. The notice shall:
4. Direct that the violation be removed, abated or remedied;
5. Advise that the property must comply by a specific date thirty (30) days from the certified mailing date of the second notice;
6. Advise that civil penalties, are being assessed daily as of the date of the second notice; and,

7. Advise that in addition to any and remedies above, the Person County Board of Commissioners may request criminal penalties (for commercial properties) in accordance with this Ordinance.
8. Chronic Violators. Pursuant to NCGS §153A-140.2, the county may notify a chronic violator of the county's public nuisance ordinance that, if the violator's property is found to be in violation of the ordinance, the county shall, without further notice in the calendar year in which notice is given, take action to remedy the violation, and the expense of the action shall become a lien upon the property and shall be collected as unpaid taxes. The notice shall be sent by certified mail. A chronic violator is a person who owns property whereupon, in the previous calendar year, the county gave notice of violation at least three times under any provision of the public nuisance ordinance.

Penalties and remedies for violations shall be as follows:

- A. Criminal Penalty (shall only apply to parcels used for commercial purposes). Any person, firm, corporation, or other entity who maintains or operates or who controls the maintenance of a junkyard or automobile graveyard in violation of this Ordinance shall be guilty of a misdemeanor and subject to prosecution, and if convicted, shall be punished by a fine not to exceed \$50 or by imprisonment not to exceed thirty (30) days, or both, in the discretion of the Court. Each day that said automobile graveyard or junkyard shall be maintained or operated in violation of this Ordinance shall constitute a separate and distinct offense.
- B. Civil Penalties. In addition to the criminal sanctions as herein set out, as provided by North Carolina General Statute 153A-123 (d), and (e), this Ordinance may be enforced by an appropriate equitable remedy issuing from a court of competent jurisdiction or by injunction and order of abatement.
- C. The Person County Planning Director shall be responsible for enforcing the provisions of this Ordinance and may take informal measures to procure compliance from any person deemed by the Director or his/her representative to be in violation. If such informal measures fail to cause compliance, the Director shall be responsible for obtaining warrants or instigating civil remedies for violations of this Ordinance.
- D. This Ordinance may be enforced by an appropriate equitable remedy, including temporary restraining order, preliminary injunction and permanent injunction was issued by a court of competent jurisdiction.
- E. Pursuant to NCGS §153A-140.2, the County Planning Director may issue annual notice to chronic violators. The County may notify a chronic violator of the County's public nuisance ordinance that, if the violator's property is found to be in violation of the ordinance, the county shall, without further notice in the calendar year in which notice is given, take action to remedy the violation, and the expense of the action shall become a lien upon the property and shall be collected as unpaid taxes.
- F. Appeals
  - 1.) Unless the owner is a chronic violator, an owner who has received a violation notice under this section may appeal from the order to the Board of Commissioners by giving written notice of appeal to the Planning Department and to the clerk within 10 days following the

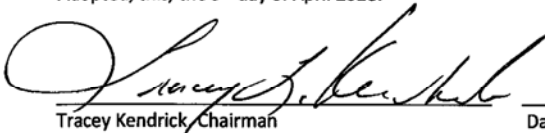
day the order is issued. In the absence of an appeal, the order of the Planning Director is final.

- 2.) Without exception, the County may notify a chronic violator of the county's public nuisance ordinance that, if the violator's property is found to be in violation of the ordinance, the county shall, without further notice in the calendar year in which notice is given, take action to remedy the violation, and the expense of the action shall become a lien upon the property and shall be collected as unpaid taxes. The notice shall be sent by certified mail.

#### SECTION ELEVEN. EFFECTIVE DATE


This ordinance shall become effective upon adoption and supersedes any previous versions of the ordinance.

Adopted, this, the 9<sup>th</sup> day of April 2018.

 4/13/18  
Tracey Kendrick, Chairman      Date  
Person County Board of Commissioners



Attested by:

  
Brenda B. Reaves, Clerk  
Person County Board of Commissioners

## **NEW BUSINESS:**

### **REIMBURSEMENT OF UP TO \$250,000.00 FOR PREVIOUSLY SPENT PERSON COUNTY BUSINESS INDUSTRIAL CENTER FUNDS FOR THE WATER AND SEWER LINE ENGINEERING FOR PERSON COUNTY MEGA PARK:**

David Newell, Sr., Chairman of the Person County Economic Development Commission and President of Person County Business Industrial Center (PCBIC) requested the Board of Commissioners to reimburse PCBIC up to \$250,000 for the water and sewer line engineering expenditures related to the Person County Mega Park as per the Board of Commissioners action at its meeting on March 20, 2017, whereby the Person County Board of Commissioners in a 4-1 substitute motion approved the following, *“to allow PCBIC to move forward and spend from its fund the \$250,000.00 and at the point the site was certified, Person County would reimburse PCBIC an amount agreeable with the county commissioners, and at the point that PCBIC gets a business or industry to sign the paperwork to move in, another reimbursement to PCBIC for an additional amount, with both reimbursements to be funded from the county’s sewer fund that the City shares with the County for the extension of sewers.”*

On March 28, 2017, at a special called meeting of the PCBIC, the board approved moving forward on such plan. PCBIC contracted with LaBella Associates for the engineering design and all required permits for the installation of 12-inch water line and 12-inch sewer line to the Person County Mega Park at a cost of \$250,000.00.

On Friday, October 27, 2017, the Economic Development Partnership of North Carolina informed the Person County Economic Department that the Person County 1,350-acre Mega Park was state certified and known world-wide.

Chairman Kendrick asked the Board to consider to reimburse PCBIC the full \$250,000 instead of a portion of reimbursement at time of certification with another reimbursement when a client was secured.

A **motion** was made by Commissioner Clayton and **carried 5-0** to reimburse PCBIC \$250,000. County Manager, Heidi York clarified and confirmed with the Board that the reimbursement would be paid from the County’s Water and Sewer Fund that currently has a balance of \$340,000. Chairman Kendrick also noted available funds from an undistributed economic development incentive but agreed the original intent was to reimburse PCBIC using the Water & Sewer Fund.



### **VHF RADIO SYSTEM CONTRACT:**

Assistant County Manager, Sybil Tate stated as a part of the FY18 Capital Improvement Plan, the Board approved funding for the purchase and installation of new public safety communication equipment. The new system will expand radio coverage, using additional towers that will improve communication between all county emergency service departments, including Volunteer Fire Departments. Ms. Tate noted a Request for Proposal (RFP) was released for the new VHF system in November and received one bid. Per State statute, the RFP was re-released and again, only one bid was received.

Ms. Tate said Mobile Communications America submitted a bid for \$1.2M. The bid has been reviewed by staff and a third-party consultant. Staff, including the county attorney, has reviewed and developed a contract based on the RFP bid. Ms. Tate presented the draft contract for Board consideration and approval.

Ms. Tate stated the project consultant, Mr. Frank Marum of TSS Partners and emergency services staff were available to answer technical questions for the Board.

Vice Chairman Powell asked about the RFP vendor responses to which Mr. Marum said five vendors were contacted in addition to the published RFP ad which only resulted with one response.

A **motion** was made by Commissioner Jeffers and **carried 5-0** to approve the VHF Radio System Contract, as presented.

**VHF RADIO SYSTEM CONTRACT**

**BETWEEN PERSON COUNTY AND MOBILE COMMUNICATIONS AMERICA INC.**

This VHF Radio System Contract Agreement (hereinafter, "Agreement") is entered into between **Person County** (hereinafter, "County") and **Mobile Communications America, Inc.** (hereinafter, "Vendor") for the purpose of expanding Public Safety Radio coverage for the County.

**WITNESSETH:**

**THAT WHEREAS**, Vendor is in the business of engineering, providing and implementing VHF Simulcast Radio networks;

**WHEREAS**, Vendor successfully responded to a Request for Proposals issued by the County on December 6, 2017 (the "RFP");

**WHEREAS**, Vendor submitted a proposal on January 26, 2018, in response to the County's RFP, which were accepted by the County's Board of Commissioners;

**WHEREAS**, pursuant to the County's acceptance of Vendor's proposal and bid, the parties now must enter into a formal written contractual Agreement;

**NOW THEREFORE**, in consideration of the mutual covenants and agreements set forth in the Agreement, the receipt of which are hereby acknowledged, the parties agree as follows:

**1. ENTIRE AGREEMENT**

This Agreement, along with the County's Request for Proposals (RFP) and the Vendor's Proposal constitutes the entire understanding of the parties with respect to the Contract:

**2. VENDOR'S AGREED-UPON DELIVERABLES**

Vendor agrees that the work will consist of delivering a turnkey five (5) site VHF Simulcast network that will expand Radio coverage for the Sheriff and Fire Departments. In addition, Vendor agrees that the Simulcast network will be implemented in three (3) Phases to coincide with the availability of County fiber at the tower sites.

Thus, Vendor agrees to provide the following:

**A. Five (5) Site Simulcast Network**

Vendor agrees that the Simulcast network will utilize two (2) County owned towers and three (3) North Carolina State Highway Patrol (NC-SHP) towers. The five (5) sites are as follows;

1. Roxboro NC-SHP tower
2. Woodland NC-SHP tower
3. Mt Tirzah NC-SHP tower
4. Bushy Fork County owned tower
5. Bethel Hill County owned tower

Vendor acknowledges tower availability is as follows;

1. Woodland Mt Tirzah and Roxboro are existing tower sites.
2. Bethel Hill and Bushy Fork will be available May 2018

**B. Simulcast Site Configuration**

Vendor agrees to configure the Roxboro NC-SHP site as the Prime Simulcast site. Vendor also agrees to configure Bethel Hill, Mt Tirzah, Bushy Fork and Woodland as Remote Simulcast sites.

**C. Redundant Simulcast Controller**

Vendor agrees to that the Prime Simulcast Controller functions shall be configured as a redundant solution that requires no manual intervention.

**D. Connectivity between 911 Center and Simulcast Prime site**

Vendor agrees to utilize existing County fiber to provide connectivity between the 911 Center and the Roxboro Prime Site.

**E. Connectivity between Simulcast Prime site and Remote sites**

Vendor acknowledges that the County is constructing Fiber to provide connectivity between the Prime site and Remote sites according to the following schedule;

1. Bethel Hill and Bushy Fork to Roxboro fiber availability is December 2018.
2. Woodland and Mt Tirzah to Roxboro fiber availability is December 2019.

Vendor agrees to utilize the existing NC-SHP microwave connecting Woodland to Roxboro and Mt Tirzah to Roxboro, pending the availability of County fiber.

**F. Three (3) Phase Rollout of Simulcast**

Vendor agrees to implement a three (3) Phase rollout of the Simulcast network, to coincide with the phased availability of County Fiber serving Remote sites. The three (3) Phase rollout plan is as follows;

**Phase 1**

1. Vendor will install and test Roxboro, Woodland, Mt Tirzah and 911 sites.
2. Vendor will utilize existing fiber to connect the 911 Center to the Roxboro Prime site.
3. Vendor will utilize existing NC-SHP microwave to connect Woodland and Mt Tirzah to Roxboro.
4. Vendor will turn up Roxboro, Woodland and Mt Tirzah. Coverage Testing will be completed in Phase 2.

**Phase 2**

1. Vendor will add Bethel Hill and Bushy Fork sites to the Simulcast network.
2. Vendor will use Fiber to connect Bethel Hill and Bushy Fork to the Roxboro Prime Site.
3. Vendor will perform Coverage Testing and 30-Day Acceptance for all five (5) sites.

### **Phase 3**

1. Vendor will upgrade Woodland and Mt Tirzah to Fiber.
2. Vendor will configure Woodland and Mt Tirzah NC-SHP microwave connectivity to Roxboro as backup.

#### **G. NC-SHP Microwave System Back-up Requirements**

Vendor agrees to supply an automatic switchover solution to the NC-SHP microwave in Phase 3 that will avoid manual intervention. The automatic switchover interval will be approximately 1 to 2 minutes. NC-SHP links are direct hops and do not traverse another site. The NC-SHP microwave interface is T1.

#### **H. VHF Analog interface to Fiber**

Vendor agrees to supply VHF interfaces to Fiber to provide connectivity between the 911 Center and the Roxboro Prime site. Vendor also agrees to supply VHF interfaces to Fiber to provide connectivity between the Prime site and Remote sites. County Fiber is terminated using LC connectors at the Fiber Termination Panel inside each shelter. All County fiber is single mode and average fiber attenuation is less than 0.35db/kilometer. The County will provide dedicated fiber pairs for inter-site connectivity.

#### **I. Control Stations as back-up for Simulcast cutover**

The Vendor will configure a County owned Radio as a Control Station to provide back-up Dispatch Services during cutover of the VHF Simulcast system.

#### **J. All Equipment Delivered in Phase 1**

The Vendor will deliver all equipment to the respective tower sites for Phase 1, Phase 2 and Phase 3 as part of Phase 1.

#### **K. Roxboro Prime Site Configuration**

Vendor agrees to supply the following to configure Roxboro as the Prime Simulcast Site;

1. All equipment required to implement a Prime Simulcast Site, configured for 2-channel operation, and including redundant Simulcast Controller operation.
2. Reuse the recently installed antennas, feedline, R56 grounding and lightning protection serving the repeaters relocated from the 911 Center.
3. All ancillary equipment required to enable Prime Simulcast operation.
4. All necessary VHF to optical interfaces and optical jumpers
5. Power down the relocated repeaters when Simulcast is turned up.

#### **L. Remote Simulcast Site Configuration for Woodland and Mt Tirzah**

To fulfill its obligations to deliver Remote Simulcast sites at Woodland and Mt Tirzah, Vendor agrees to supply the following;

1. All equipment required to implement a Remote Simulcast site configured for 2-channel operation.
2. Install all antennas, feedline, R56 grounding and lightning protection.
3. All ancillary equipment required to enable Remote Simulcast operation
4. In Phase 1, Vendor will provide connectivity to the Prime site using NC-SHP microwave.

5. In Phase 3, Vendor will upgrade Woodland and Mt Tirzah to fiber.
6. In Phase 3, Vendor will configure the NC SHP microwave as back up.

**M. Remote Simulcast Site Configuration for Bethel Hill and Bushy Fork**

To fulfill its obligations to deliver Remote Simulcast sites at Bethel Hill and Bushy Fork, Vendor agrees to supply the following;

1. All equipment required to implement a Remote Simulcast site configured for 2-channel operation.
2. Install all antennas, feedline, R56 grounding and lightning protection.
3. All ancillary equipment required to enable Remote Simulcast operation
4. In Phase 2, Vendor will utilize County fiber to connect Bethel Hill and Bushy Fork to the Prime site.
5. All necessary optical jumpers to connect the VHF equipment to the Fiber Termination Panel in each shelter.

**N. Spares**

Vendor agrees to supply one spare plug-in unit for each model of plug-in used in the equipment supplied with this Agreement. Spares will be stored at the Granville Communications Radio shop. Prime site turnaround required will be four (4) hours.

**O. Inter-modulation study**

The vendor shall prepare Inter-modulation studies for all five (5) sites. Vendor shall be responsible for the cost of the study and shall supply the results to the County prior to Contract signature.

**P. VHF Antenna mounting brackets on the towers**

Vendor will supply two (2) side arm brackets for each of the NC- SHP towers. Six (6) foot side arm brackets are available for use by the Vendor on the County owned towers.

**Q. Post installation Inspection of all Towers.**

The Vendor shall perform Post Installation Inspection of NC-SHP towers using their approved vendor, TEP, and be responsible for all costs including any necessary repairs. Also, the Vendor shall also perform Post Installation Inspection on County owned towers, make all repairs and be responsible for all costs.

**R. Coverage Validation**

In Phase 2, Vendor agrees to perform a drive study based on the current version of the TIA/TSB-88 industry standard to verify coverage as predicted in Vendor's proposal. A representative from the County may elect to participate in the drive study. The following coverage maps will be verified:

1. Talk-out to Mobiles;
2. Talk-out to Portables Indoors;
3. Talk-out to Pagers indoors;
4. Talk-in from Portables Indoors;
5. Talk-in from Portables Outdoors;
6. Talk-in from Mobiles.

#### **S. 30-Day Acceptance Testing**

Vendor agrees that the Acceptance process for the three (3) Phase program will consist of a Conditional Acceptance Certificate for Phase 1 and Phase 2 and Final Acceptance Certificate upon completion of Phase 3. Vendor agrees the process for each Phase is as follows;

1. Phase 1 Conditional Acceptance will consist of completion of Installation and 30-Day Acceptance of the Phase 1 sites.
2. Phase 2 Conditional Acceptance will consist of coverage testing for the five (5) site network followed by 30 days of functional service without a service outage. Any service outage during the 30-day period will delay acceptance, and the 30-day trial period will restart the day after repairs are completed.
3. Phase 3 Final Acceptance will consist of Installation, Testing and Turn Up of Fiber connectivity at the NC-SHP sites and configuration of the NC-SHP microwave as back-up.

#### **T. Training**

Vendor will provide County with training for the 911 Center staff and Radio staff on the new features provided by Simulcast.

#### **U. Documentation**

Vendor will provide the County with Maintenance Manuals and Engineer's drawings of the VHF Simulcast equipment configuration designed for County. In addition, Vendor will supply one (1) electronic copy of all documents in a CD searchable format or USB.

#### **V. Equipment labelling**

Vendor agrees to label all cables to identify the end points served by each cable. Vendor also agrees to label all VHF equipment to identify the functional capability provided by each unit.

#### **W. Warranty**

Vendor agrees that the warranty for all equipment supplied under this Agreement will be one (1) year, and that the warranty will cover all parts and labor at no cost to the County. Also, Vendor agrees that the warranty period for parts and labor associated with each Phase shall begin as follows;

1. Phase 1 Conditional Acceptance starts the warranty for the initial three (3) site system.
2. Phase 2 Conditional Acceptance starts the warranty for the remaining two (2) sites.

During the warranty period, technical support service will be supplied and available 24 hours/day, 7 days/week, 365 days/year with a maximum 4-hour or less response time for service impacting outages.

**X. Post Warranty Technical Support**

Vendor agrees to supply post warranty technical support for the equipment supplied in this Agreement. Vendor's standard rates for post warranty service are:

Normal Business Hours:	\$120 per hour
After Hours:	\$180 per hour
Weekends and Holidays:	\$240 per hour

Response times for service impacting outages are as follows:

Normal business hours:	Two (2) hours
After Hours:	Two (2) hours
Weekends and Holidays:	Two (2) hours

Vendor contact information for technical support is:

Normal Business Hours (8-5, M-F):	919-693 4454
After Hours, Weekends and Holidays:	877-786 0891

**Y. Equipment Standards and Performance**

All infrastructure equipment and components supplied for this project must conform to applicable FCC, OSHA, NEC, and similar regulations and standards for emissions, power, safety, and other relevant technical aspects. All equipment shall be new, of current manufacture, original and unmodified, and be generally recognized as public safety grade.

**Z. Project Plan**

Within 10 (ten) days following full execution of this Agreement, Vendor shall deliver a Project Plan that includes a schedule of key events for the three (3) Phase rollout of the VHF Simulcast network.

Vendor agrees to supply bi-weekly status reports by e-mail to County and County's Consultant. The reports will report on task completion and any deviations from the plan.

**AA. Project Management**

Vendor contacts for managing the work under this Agreement are:

Steve Snyder Project Manager, MCA.  
Buddy McManus, Project Engineer, MCA  
Dany Clum, Lead Technologists, MCA  
Chet Bodley, Lead Technologists, MCA

The County contacts for managing the work under this Agreement are:

Ray Foushee, General Services Director,  
Brett Wrenn, Emergency Services Director  
Frank Marum, Consultant, TSS Partners

Vendor agrees that the Lead Technologist/installer shall have prior installation experience with Motorola Simulcast Systems. Technologists that do not have prior experience must operate under the supervision of a Lead Technologist with installation experience on Motorola Simulcast Systems.

### **3. County's Agreed-Upon Deliverables:**

County agrees to provide the following to enable Vendor to meet its contractual obligations to the County outlined herein. The County shall:

- A. Provide access to Vendor's personnel and/or Vendor's subcontractors to each site where equipment will be installed, either by key, code access, or escort.
- B. Provide adequate space in the equipment shelter room at each site to install and mount the proposed equipment. Space shall include both floor space and vertical clearance to allow for adequate ventilation. The North Carolina State Highway Patrol (NC-SHP) has allocated two (2) 19-inch rack spaces at the Woodland, Mt Tirzah and Roxboro sites. The County has allocated two (2) 19-inch rack spaces at Bethel Hill and Bushy Fork. Equipment for to the 911 Center can be mounted in an existing rack.
- C. Ensure all installation sites are well lit and employ environmental conditioning to maintain the temperature of the proposed equipment within each component's specifications.
- D. Provide all towers necessary to mount antennas for the Simulcast system. The County shall obtain the necessary permission for Vendor and/or Vendor's subcontractors to climb and mount hardware on both NC-SHP towers and County towers.
- E. Provide all primary electrical power, including generator power, and appropriately sized circuits and electrical outlets at each site to support the site equipment.
- F. Obtain FCC approval to operate a five (5) site VHF Simulcast system.
- G. Obtain permission from the NC-SHP for the use of suitable microwave links between the Roxboro and Woodland and Roxboro and Mt Tirzah tower sites.
- H. Provide a suitable ground point within six cable feet (6 ft.) of each rack or free-standing component. Ground points should comply with Motorola's R56 Standards.
- I. Person County shall supply a VHF antenna network at the Roxboro Prime Simulcast site. The antenna network shall include appropriate combiner and multi-coupler filtering and amplification components to support the Simulcast system. The antenna network shall be installed and operational prior to the commencement of Phase 1 Simulcast installation.
- J. Provide Vendor with a Mobile Radio for use by the Vendor as alternative dispatch communications during cutover. Vendor will program the Mobile Radio to operate as a Control Station.

### **4. Compensation**

The County agrees to pay the Vendor the following amounts upon Vendor's successful completion of each of the three (3) Phases according to the schedules set out in Section 5 below;

#### ***Phase 1:***

County will pay the Vendor the sum of \$1,115,081.65 (One million, one hundred and fifteen thousand, eight one dollars and 65 cents) upon successful completion of Phase 1.



**Phase 2:**

County will pay the Vendor the sum of \$25,970.64 (Twenty-five thousand, nine hundred and seventy dollars and 64 cents) upon successful completion of Phase 2.

**Phase 3:**

County will pay the Vendor the sum of \$14,705.92 (Fourteen thousand, seven hundred and five dollars and 92 cents) upon successful completion of Phase 3.

**5. Payment Schedule**

The parties agree that Vendor's billing shall be invoiced as follows for each phase of the work

**Phase 1:**

- 15% of Phase 1 Compensation amount upon completion of the Project Kick-Off meeting with County and County's Consultant;
- 50% of Phase 1 Compensation amount upon delivery of all equipment for the three Phases;
- 15% of Phase 1 Compensation amount upon completion of Installation. Coverage Testing will be completed for all sites in Phase 2;
- 20% of Phase 1 Compensation amount upon completion of 30-day acceptance of the Phase 1 sites.

**Phase 2:**

- 50% of Phase 2 Compensation amount upon project Kickoff;
- 50% of Phase 2 Compensation amount upon completion of 30-Day Acceptance

**Phase 3:**

- 50% of Phase 3 Compensation amount upon Project Kickoff;
- 50% of Phase 3 Compensation amount upon completion of Installation and Testing of Fiber connectivity and NC-SHP Microwave back-up.

All payments shall be due and payable by County 30 days from the County's receipt of invoice.

All invoices shall be forwarded to the following address:

Person County General Services Office  
Attn: Ms. Debra Davis  
Person County  
303 S. Morgan Street  
Roxboro, NC 27573

**6. Project Schedule**

Unless the parties agree in writing to an extension of this Agreement, the parties agree that all work under this Agreement shall be completed according to the following schedule;

Page 8 of 10

**April 9, 2018**

**Phase 1:**

Project Start	May 1, 2018
30-Day Acceptance Complete	September 30, 2018

**Phase 2:**

Project Start	December 27, 2018
30-Day Acceptance Complete	February 28, 2019

**Phase 3:**

Project Start	December 30, 2019
30-Day Acceptance Complete	February 28, 2020

**7. Performance Bond**

To enter into this Contract Agreement with the County, Vendor shall supply a Performance Bond in the amount of one hundred percent (100%) of the construction contract amount, conditioned upon the faithful performance of the contract in accordance with the plans, specifications and conditions of the contract. Such a bond shall be solely for the protection of the contracting body that is constructing the project.

**8. Payment Bond**

To enter into a Contract with the County, the selected bidder shall supply a Payment Bond in the amount of one hundred percent (100%) of the construction contract amount, conditioned upon prompt payment for all labor or materials for which a contractor or subcontractor is liable. The payment bond shall be solely for the protection of the persons furnishing materials or performing labor for which a contractor, subcontractor, or construction manager at risk is liable.

**9. Insurance**

Vendor shall provide a Certificate of Insurance as proof of insurance coverage for liability, injuries to persons and property damage as may arise in conjunction with the work performed on behalf of the County by the Vendor or subcontractors. The Certificate should identify the County as an Additional Insured for relevant coverages, except workers' compensation.

Proof of coverage for the following policies shall be submitted 10 days prior to the commencement of work.

1. Commercial Liability covering a minimum of \$1,000,000.00 per occurrence.
2. Workers' Compensation covering a minimum of \$1,000,000.00 per occurrence.
3. Automobile liability insurance with a minimum combined single limit of \$1,000,000.00 bodily injury and property damage.

**10. Change Orders**

The County shall be the only party with the authority to approve Change Orders.

**11. Affirmative Action**

Vendor agrees to take affirmative action with all Federal and State requirements concerning fair employment and employment of people with disabilities and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.

## 12. General Indemnity

The vendor must hold and save Person County, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses, including consequential damages, accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the vendor in the performance of this contract and that are attributable to the negligence of the vendor provided that the vendor is notified in writing within 30 days that Person County has knowledge of such claims.

## 13. Governing Law And Venue

The parties agree that this Agreement is made in Person County, North Carolina, and the rights and obligations of the parties shall be interpreted and enforced in accordance with the laws of the State of North Carolina.

By execution below, each party represents that he/she has had a reasonable opportunity to review this entire Agreement and understands the ongoing obligations created by this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

Person County, NC

Heidi York

By: Heidi York, Person County Manager

4/10/18

Date

Witness: Brenda B. Reaves

MCA, Inc.

By: Frank Vanderbilt, Vice President

Date

Witness: \_\_\_\_\_

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

By: Amy Wehrenberg 4/10/18  
Amy Wehrenberg  
Finance Officer, Person County

### **RECOMMENDED CAPITAL IMPROVEMENT PLAN FOR FY 2019-2023:**

County Manager, Heidi York presented the Recommended Capital Improvement Plan (CIP) to the Board noting the CIP is a planning tool for implementing large, capital projects. The CIP includes projects costing \$50,000 or greater from county departments, Piedmont Community College and Person County Schools. In past versions, Ms. York stated the capital needs for the Museum and the Senior Center as county-owned facilities have been included.

Ms. York stated the CIP paves the way for the Recommended Budget as it will provide an estimate of funding needed for capital projects and anticipates impacts on operating costs as well. These capital projects span the next five fiscal years with the upcoming fiscal year (FY2019) being the only year where a funding commitment is needed from the Board. Ms. York noted the total CIP for the upcoming fiscal year totals \$7.3M; \$2.9M reflects pay as you go projects with the remainder the financing project the Board discussed earlier.

Ms. York outlined that the CIP is scheduled to be adopted at the Board's meeting on April 23, 2018 and asked for the Board to further discuss, provide feedback, and direction.

Chairman Kendrick asked Dr. Pamela Senegal, President of Piedmont Community College about the requirements to enter into the Early College Program, and if the opportunity was open to all the students of Person County or if there were restrictions for eligibility to apply to which she stated the program was open to all students noting there was competitive criteria due to a certain number of spots. She added that entry criteria included academic potential, recommendations as well as other information. The FY2019 CIP appropriation for the Early College POD is \$161,740 with four subsequent installment appropriations (FY2020-2023) of \$78,003 each.

Finance Director, Amy Wehrenberg made a correction on pages 10-13 for the Funding Schedule, the Fiscal Year 2018-2019 should read Budget Year, not Planning Year.

Assistant County Manager, Sybil Tate prepared the Board for the Stormwater Fees appropriated in the CIP at \$3.8M whereby \$230,000 is allocated for the upcoming fiscal year and the subsequent two planning years, \$1.785M each. Ms. Tate stated there was a legislative possibility that the stormwater projects may be delayed; she encouraged the Board to speak with their state representatives about introducing legislation to delay further stormwater regulations to clean up the Upper Neuse River Basin to 2024.

Commissioner Clayton stated the Upper Neuse River Basin Association (UNRBA) has been working with Representative Yarborough and other legislators to support the delay in regulations to 2024. Commissioner Clayton noted the UNRBA financed a study related to the sediment levels and encouraged the group to view the data on the UNRBA website. Commissioner Clayton invited his fellow commissioners to attend upcoming UNRBA meetings to stay informed.

**April 9, 2018**

**CHAIRMAN'S REPORT:**

Chairman Kendrick encouraged residents to get involved and volunteer with Special Olympics. He advocated for individuals to provide input and ideas to the Board on the budget process. Chairman Kendrick reported several notes from the Timberlake Meadows neighborhood sent to commissioners; he asked his fellow commissioners to review those noting the Planning Director may have to address at a future meeting.

**MANAGER'S REPORT:**

County Manager, Heidi York had no report.

**COMMISSIONER REPORT/COMMENTS:**

Commissioner Jeffers reported there would be a Town Hall meeting on Tuesday, April 10, 2018 starting at 10:00am at City Hall focusing on mental health. He commented that he was the only NC commissioner with the NC Association of County Commissioners that attended a meeting in Florida related to the Rural Farm Bill; this bill is very important to NC noting an \$8B business in farming, trading policies, health and human programming, rural development and energy programs. Commissioner Jeffers asked his fellow commissioners to contact legislators to reauthorize the Rural Farm Bill. Commissioner Jeffers said the 4-H Livestock Show will be taking place in Orange County on April 18-19, 2018 and he invited the group to attend.

Commissioner Clayton had no report.

Commissioner Puryear had no report.

Vice Chairman Powell reported the new CEO of Cardinal Innovations Healthcare, along with other staff would be present at the Town Hall meeting noted by Commissioner Jeffers.

**ADJOURNMENT:**

A **motion** was made by Commissioner Jeffers and **carried 5-0** to adjourn the meeting at 8:58pm.

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Brenda B. Reaves  
Clerk to the Board

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Tracey L. Kendrick  
Chairman