

PERSON COUNTY BOARD OF COMMISSIONERS
MEMBERS PRESENT

FEBRUARY 2, 2015
OTHERS PRESENT

Kyle W. Puryear
David Newell, Sr.
B. Ray Jeffers
Jimmy B. Clayton
Tracey L. Kendrick

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, February 2, 2015 at 7:00 pm in the Commissioners' meeting room in the Person County Office Building.

Chairman Puryear called the meeting to order.
Commissioner Kendrick led invocation.
Vice Chairman Newell led the group in the Pledge of Allegiance.

Chairman Puryear called for a moment of silence in remembrance of Person County's EMS Captain Gary Ray Davis who was laid to rest this date.

DISCUSSION/ADJUSTMENT/APPROVAL OF AGENDA:

A **motion** was made by Commissioner Clayton and **carried 5-0** to add an item to discuss Board procedure and to approve the agenda as adjusted.

INFORMAL COMMENTS:

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

Mr. Ronnie Jackson of 435 Ann Drive, Timberlake representing himself and a group in the audience that reside in the Forks subdivision relating to their continued complaints for a neighbor's public nuisance issues which he illustrated with photos. Mr. Jackson requested the Board to strengthen the County ordinances and for the Sheriff to enforce such ordinances.

Ms. Vickie Shull of 812 Salem Church Road, Hurdle Mills urged the Board to follow up with the citizen's referendum vote in 2008 in favor of recreation facilities bonds that included the construction of a recreation and senior center.

Ms. Becky Elliott of 1859 Peed Road, Rougemont spoke about the existing landfill that is used as a dumping ground for trash and toxic waste that has destroyed the Mt. Tirzah area with its stench, noise and environmental issues.

Mr. Dave Hughston of 423 N. Old Lantern Road, Timberlake represented the 2015 Person County Leadership (10 individuals in attendance) sponsored by the Chamber of Commerce. Mr. Hughston requested the Board to continue to support the Chamber as well as work together with the City of Roxboro.

Ms. Vonda Frantz of 119 Potluck Farm Road, Rougemont advocated for an appropriate combined facility in the County to address both the Senior Center and Rec Center programs noting the benefits of a similar program at the Sportsplex in Hillsborough. Ms. Frantz noted a recent proposal that was brought down that reflected the wishes of the voters and citizens for many years.

Mr. Godfrey Laws of 3509 Hurdle Mills Road, Hurdle Mills stated he is a volunteer with the National Committee to preserve Social Security and Medicare and he requested the Board to support a Proclamation of such. For more information please call 1-800-998-0180.

DISCUSSION/ADJUSTMENT/APPROVAL OF CONSENT AGENDA:

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

- A. Approval of Minutes of January 5, 2015,
- B. Tax Adjustments for the month of January 2015,
 - i. Tax Releases
 - ii. NC Vehicle Tax System pending refunds
 - iii. Written request for a refund by Mr. Charles Carver in the amount of \$7,258.49 (county tax of \$3,820.26 and city tax of \$3,438.23)
- C. Report of Unpaid Taxes,
- D. Advertisement of Unpaid Real Estate Taxes, and
- E. CDBG Reporting for Close-out of Grant #11-C-2322

NEW BUSINESS:

REVISIONS TO THE PERSON COUNTY ANIMAL SERVICES ORDINANCE:

Animal Services Director, Ron Shaw introduced to the Board Dr. Vickie Soares, Chair of the Animal Services Advisory Committee who would present revisions to the Person County Animal Services Ordinance for consideration for adoption.

Dr. Soares stated the Person County Animal Services Ordinance was updated and adopted by the Board of County Commissioners in May 2013. At that time, staff was directed to hold off on developing a citation system which would allow for enforcement of the Ordinance. Since then, the Animal Services Advisory Committee has been working on developing proposed language to allow the Animal Services Officers to issue citations for violations of the Ordinance. These citations will not negatively impact the responsible pet owners of Person County, but they will create warnings and fines for irresponsible pet owners. This includes violations such as cruelty to animals, animals running at large, and not complying with the state law mandating rabies vaccinations. The Animal Services Advisory Committee did not propose new laws, rather a tool for enforcement of already existing laws. Dr. Soares noted the proposed revisions would allow the Animal Services Officers the ability to fine residents for a quicker result versus litigation that can take weeks, months or even years to resolve.

In addition, the Animal Services Advisory Committee requested the implementation of rescue group offenses and resulting consequences to be included with Appendix B to the Ordinance noting this will improve operations at the Shelter by helping to enforce the rules for animal rescue groups wanting to pull animals from the shelter. The offenses are split into minor and major offenses and have corresponding penalties. The minor offenses include not following through on pulling the animal after committing to pull them and not adhering to the Rescue Group Procedures listed in Appendix B. While some major offenses include turning animals into other city or county shelters and not being a licensed rescue with the Department of Agriculture. County Manager, Heidi York stated the Board had a copy at their seats of the current Appendix B noting the revisions would be additional text to the existing language.

Dr. Soares stated the Animal Services Committee recommended the new ordinance would become effective April 1, 2015 should the Board adopt the revisions allowing time to educate residents on responsible pet ownership and these new changes. Adoption of the revised changes will require a unanimous vote by the Board at the first reading, or by a majority vote at a second reading which would occur at the Board's next meeting.

The proposed revision included the following changes to Section 19: Penalties:

SECTION 19: PENALTIES

- A. Under authority of NC G.S. 153A. 123 (b) violation of this ordinance is a misdemeanor punishable by a fine and/or imprisonment for not more than thirty days.

 - B. The Animal Services Officer may institute an action for injunctive relief and an order of abatement as provided for in NC G.S. 153 A-123 (e) for any condition found unlawful in this ordinance.

 - C. The Animal Services Officer may also enforce this Ordinance by issuing a Notice of Civil Penalty pursuant to NC GS 153A-123(c).
- 1) The Civil penalties provided for herein shall be as set forth in the schedule of fees and penalties adopted from time to time by the Person County Board of County Commissioners. Such Civil Penalties shall be in addition to, and not in lieu of, the criminal penalties and other remedies provided by this Ordinance or by State law. The animal services officer shall be authorized to issue a citation to the person(s), violating this ordinance and shall give notice of the violation in the manner prescribed below. Citations so issued may be delivered in person or mailed by registered or certified mail, return receipt requested, to the person charged. The civil penalty or penalties set forth in the citation must be paid within seventy-two (72) hours of the receipt of the citation and shall be paid to the Animal Services Department. The Animal Services Department shall forward all such penalties collected to the Finance Office for the County of Person for application as by law provided.
- 2) If the person charged fails to pay the civil penalty within seventy-two (72) hours from the time the citation was issued an additional civil penalty as provided for in the schedule of fees and penalties shall be assessed.
- 3) Such civil penalties may be recovered by Person County in a civil action in the nature of debt or may be collected in such other manner as prescribed herein.
- 4) Such notice shall, among other things:
- a) State upon its face the amount of the penalty, and

 - b) Provide that such offender may answer the said notice by mailing said notice, and paying the stated penalty to the Person County Animal Services Department at its mailing address stated in the notice or by making payment to the Person County Animal Services Department directly and that upon payment, such case or claim and right of action by Person County will be deemed compromised and settled, and

 - c) State that such penalties must be paid within seventy-two (72) hours from issuance of such notice, and

d) State that if such notice of violation is not paid within said seventy-two (72) hour period, civil action to recover the debt may be instituted to include but not be limited to the debt collection procedures of NC GS Chapter 105A Setoff Debt Collection Act, (interception of state income tax refunds), and

e) State that the Person County Animal Services Department is authorized to accept such payments in full and final settlement of the claim or claims, right or rights of action which Person County may have. Acceptance of such penalty shall be deemed a full and final release of any and all such claims, or rights of action arising out of such contended violation or violations, and

D. Each day of continued violation of this ordinance is a separate and distinct offense as provided for in NC G.S.153A-123(g).

The proposed additional language to be added to Appendix B relating to Rescue Group Offenses was as follows:

Minor:

- Not following Rescue Group Procedures listed in Appendix B of the Animal Control Ordinances.
- Not following through after “tagging” pets for rescue.

Offenses

- First Offense: written warning
- Second Offense: suspension of 30 days
- Third Offense: suspension of 90 days
- Fourth Offense: suspension of 180 days

Major:

- Using a 501c3 IRS designation that is not current.
- Not adhering to state and federal animal welfare and cruelty laws.
- Not making sure all pets pulled by rescue are spayed/neutered as required.
- Not licensing rescue with the Department of Agriculture if required (more than 9 rescue pets in any foster home.)
- Pulling from the Shelter and then turning into other city or county-run shelters.
- Negative interaction with shelter as to cause disruption of normal everyday functions at shelter

Offenses:

- First Offense: suspension of 30 days, 1 year probation*
 - Second Offense: suspension of 90 days, 1 year probation*
 - Third Offense: suspension of 180 days, 1 year probation*
 - Fourth Offense: suspended indefinitely
- *Rescue Groups on probation, if violate their probation will be suspended for 1 year

Redemption

Rescue Groups with previous offenses who go 5 years with no additional offenses can have their record cleared and will be restored to a clean record status.

Procedures for implementation of offenses to Rescue Groups:

Minor Offenses: as better defined in the Rescue Groups Procedures, Appendix B (attached to the Person County Animal Services Ordinances, Rescue Group will be sent a letter from PCAS Director and Director to notify PC Advisory Committee.

Major Offenses: PCAS Director to notify PC Advisory committee and Committee to meet within 2 weeks to review. Rescue Groups may appeal the Director's decision by notifying PC Animal Advisory Committee and will be invited to the next scheduled Committee meeting. PC Animal Advisory committee will render a decision and notify the Rescue Groups within 10 working days of that meeting as to their decision.

Commissioner Jeffers voiced concerns related to individual interpretation of the ordinance as written related to field trials and running at large without a rabies tag. Commissioner Jeffers advocated for a rabies tag not be required on the animal and no fee assessed if rabies verification could be provided with a 24-hour period. Both Mr. Shaw and Dr. Soares supported all animals wearing a rabies tag to aid in identification if found as well as to provide protection to anyone that encounters the animal for safety. Mr. Shaw read an excerpt of Section 3, item B in the current Animal Services Ordinance as follows "The rabies tag is to be worn by said dog or cat at all times except as otherwise provided by State Law. Exceptions include but are not limited to performing at shows, obedience trials, tracking tests, field trials, training schools or other events sanctioned and supervised by a recognized organization..." Mr. Shaw and Dr. Soares stated their interpretation of field trials would include hunting noting the dog would be running at large during the lawful hunting season under the control of a competent person.

Commissioner Kendrick noted issues with the at large definition as previously adopted by the Board of Commissioners. Mr. Shaw responded that the definition as outlined is the state definition for the term at large.

Commissioners Jeffers and Clayton noted their opinions that the Citation Civil Penalties were excessive at \$50 and/or \$100 per violation. Commissioner Kendrick stated his support of the Citation Civil Penalties noting the taxpayers would not be paying the bill for irresponsible pet owners. Ms. York added that the Citation Civil Penalties as noted allowed the County to offset the expenditures by recouping costs of the officer investigation, overhead costs and the often times, repeat visits. Mr. Shaw stated the Animal Services Advisory Board discussed at length and came to the consensus of the proposed amounts.

The Board discussed whether or not the fine and/or civil penalties collected would go to the school system. County Attorney, Ron Aycock told the Board that civil penalty proceeds are retained with the County and the NC Constitution provides that fines to be sent to the school system in the County.

Commissioner Clayton stated preference that the County Attorney review that the County would be in compliance with any such proposed proceeds. Commissioner Clayton stated \$25 was a more reasonable fee if the animal has been vaccinated but not wearing the tag.

Ms. York suggested that staff could further clarify field trials as it relates to hunting dogs and to specifically cite hunting. Mr. Aycock clarified the desire of the Board to further define a hunting dog, not in hunting season to be allowed without the direct supervision of its owner. Commissioner Jeffers replied that the state defines when a dog can run on game lands with off season stipulations noting his desire for the ordinance to specify the interpretation and enforcement during hunting season. Dr. Soares reminded the group that hunting season(s) are predetermined by the state.

Mr. Shaw offered a suggestion to revise Section 19 to include the exemption for hunting dogs during the lawful hunting season.

A **motion** was made by Commissioner Clayton and **carried 5-0** to table for further direction by the County Manager and County Attorney.

PUBLIC SAFETY COMMUNICATION TOWERS UPDATE:

General Services Director, Ray Foushee provided the Board with an update related to the Public Safety Communication Tower proposed locations and presented the terms of the proposed lease between Person County and Bethel Hill Charter School.

Mr. Foushee reminded the Board had funded \$100,000 in the Fiscal Year 2015 budget to complete environmental studies and proceeded to give the individual site updates as follows:

Woodland: The NC State Highway Patrol will fund the Woodland site tower located at the southeast corner of the property behind the playground of Woodland Elementary School. Due to the historical site on Wagstaff property across Highway 57 from the school, the County obtained approval from the State Historic Preservation Office (SHPO) related to the tower height. The County requested 380 ft. but SHPO approved 280 ft. with a 150 ft. fall zone. Mr. Foushee stated the drawings are ready and the final lease should be ready for the Board's next meeting on February 16, 2015.

Bushy Fork: Mr. Foushee stated the location of the Bushy Fork 300 ft. tower is on county-owned property on the northeast corner of the property behind ball field #2. The fall zone will be 100 ft. Mr. Foushee said the FAA has notified the County that the Bushy Fork tower is in a holding pattern for aircraft that might land at the Whitfield Farms Airport. Thus, the County may have to reduce the tower height from 300 ft. to 275 ft. Mr. Foushee added that any costs associated with engineering for the proposed towers are included in the quotes provided however engineering towers for restricted fall zones change costs from 5-10%. The County is pursuing another path study to verify the necessary "line of sight" from tower to tower and should have the results within the next two weeks. Mr. Foushee stated the site is within the Hyco watershed thereby enacting the 12,000 sq. ft. disturbance regulation for storm water management however only 7,985 sq. ft. is expected to be disturbed. Mr. Foushee noted a 20 ft. fire access road would be required which means the existing power pole and bleachers would have to be relocated. Mr. Foushee stated that the SHPO approval was also received for this site due to the Henry Vernon House nearby. The drawings for this site are being revised due to the fire access road and drainage.

Mt. Tirzah: Mr. Foushee stated the location of the Mt. Tirzah 300 ft. tower will be on the southeast corner of the property near the Moriah Fire Station. The fall zone will be 50 ft. The drawings are currently being revised due to the tower relocation on the property.

Bethel Hill: Mr. Foushee stated the location of the Bethel Hill 300 ft. tower will be on the northern end of the property and the fall zone will be 150 ft. Mr. Foushee stated the fire access road will need to be upgraded to reduce the slope.

Mr. Foushee presented the Board with terms of a draft lease between Person County and Bethel Hill Charter School highlighting the additional terms that were not listed in the draft which are:

Termination – County shall remove tower, etc., from premises within one year of termination, unless Bethel Hill Charter School decides to take possession, and

Sublease – Bethel Hill Charter School shall be notified of any sublease and full terms of sublease agreement. Bethel Hill Charter School also to be notified of any exchange of service agreement with any business that uses the tower.

Mr. Foushee said that Bethel Hill Charter School has requested revenue sharing, in the event that any cell carrier leases space on the tower. Staff has negotiated a 33% Bethel Hill Charter School, 66% County split until the county's capital cost is paid, at which point the revenues would be split 50/50 between both parties.

County Manager, Heidi York noted the Board is requested to approve the terms of the draft lease, provide input for any changes, further noting that the final lease will be prepared and brought back to the Board for approval at a future meeting. Mr. Foushee added the lease may be finalized and ready by the Board's next meeting on February 16, 2015 for approval, and following such approval, the Bethel Hill Charter Hill Board of Directors would address the lease at its February 19, 2015 meeting.

Vice Chairman Newell asked staff about the tower's ability for multiple carriers. Assistant County Manager, Sybil Tate stated the tower is being constructed to accommodate two cell carriers.

Commissioner Jeffers asked the annual maintenance cost for the tower to which Ms. Tate estimated \$5,000 - \$10,000.

Commissioner Kendrick inquired as to why volunteer fire departments sites were not selected. Ms. Tate noted the volunteer fire departments were not as generous and required a rent fee and/or did not have adequate space to accommodate.

A **motion** was made by Commissioner Clayton and **carried 5-0** for staff to proceed to finalize the lease between Person County and Bethel Hill Charter School with the terms approved including the additional language requested by Bethel Hill Charter School as presented.

The draft lease presented to the Board follows; however, this version does not incorporate the following additional language:

Termination – County shall remove tower, etc., from premises within one year of termination, unless Bethel Hill Charter School decides to take possession, and

Sublease – Bethel Hill Charter School shall be notified of any sublease and full terms of sublease agreement. Bethel Hill Charter School also to be notified of any exchange of service agreement with any business that uses the tower.

NORTH CAROLINA
PERSON COUNTY

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this XX day of XXXXXX, 2015, by and between the Person County Board of Commissioners (hereinafter referred to as the “County”), and Bethel Hill Charter School (hereinafter referred to as “Bethel Hill”).

WITNESSETH:

WHEREAS, the County and Bethel Hill wish to work together to improve public safety communication and broadband access in the unserved areas of Person County for economic development and educational purposes; and

WHEREAS, the County has agreed to construct a communications tower, which will also accommodate broadband equipment, at Bethel Hill Charter School, provided that it can obtain a lease for the property; and

NOW THEREFORE, Bethel Hill does hereby rent, lease and demise unto the County for the term and under the terms and conditions hereinafter set forth, the Premises with all rights, privileges and appurtenances thereto belonging.

The terms and conditions of this Lease are as follows:

- 1. Premises.** Bethel Hill hereby leases to the County the land containing .056 acres or 2,452 square feet shown and described as “Bethel Hill” on the survey attached and titled “Exhibit A.” The area shown and described on the survey shall be hereinafter referred to as the “Premises.” The Premises shall consist of non-exclusive space to accommodate a 300’ self-supported communication tower (“Tower”) constructed by the County. The Tower may include antennas and equipment (as described below) at differing heights.
- 2. Term.** The term of this Lease shall be for a period of twenty-five (25) years, commencing on the X day of X, 2015 and terminating on the X day of X, 2040 (the “Initial Term”). This Lease shall automatically be renewed for one (1) additional twenty-five (25) year period (the “Renewal Term”) upon all the terms and conditions set forth in this Lease; provided that Bethel Hill, in its sole discretion, may elect not to renew this Lease by giving the County not less than six (6) months advance written notice prior to the end of the Initial Term (the Initial Term and the Renewal Term are collectively referred to herein as the “Term”).

3. **Rent.** County shall pay to the Board as rental for the Premises, the sum of ONE DOLLAR(\$1.00) for the Term.
4. **Use and Equipment.** The County may use the Premises for the purpose of constructing and installing a 300' self-supported communications tower (the "Tower"), equipment building (the "Building"), concrete generator pad, ice bridge structure and fencing and for the purpose of installing, operating, maintaining, repairing, replacing and removing, intellirepeaters, microwave dishes, batteries, chargers, UPS, generator transfer switch(s), antennas, broadband equipment, transmission lines, waveguides, cables, wires, receivers, generators(s) and any other equipment deemed necessary for completion of the project (all such equipment whether located in the Building or on the Tower being collectively referred to herein as the "Communications Equipment"). The County's use of the Premises shall be in accordance with all applicable Federal, State and local governmental laws and regulations.
5. **Maintenance/Utilities.** During the Term, the County shall be responsible, at its own expense, to maintain and operate the Tower, including, but not limited to all utility charges attributable to the use of the Premises. The County shall repair at its own expense damage to the Tower, the Building or the Communications Equipment, which is the result of the County's use of the Premises except if such cost arises out of the negligent or wrongful acts or omissions of Bethel Hill, its contractors or agents.
6. **Access.** Bethel Hill grants to the County an easement for ingress and egress for the Term over and upon such portion of its property lying between the Premises and public right(s) of way. Specifically, shall have an easement for ingress and egress for the Term over and option that certain roadway identified and being more particularly described as "Existing Earthen Access Drive to be Upgraded with Gravel" on "EXHIBIT A", so that the County may access the Premises for the purposes set forth herein. Bethel Hill warrants and represents that it has the right to convey the easement(s) for ingress and egress herby granted. The County shall be responsible for the cost of repairing any damage caused by the County's use of such roadways.
7. **Insurance.** The County shall maintain at all times during the term of this Lease, at its sole expense, liability insurance in the minimum amounts of \$500,000.00 in case of injury to one person, \$1,000,000.00 in the case of injury to more than one person in the same occurrence, and \$250,000.00 in the case damage to property caused by the negligence or tort of any agent or employee of the County when acting within the scope of his authority or the course of his employment in performing the activities on or about the Premises. The County shall indemnify, protect and save harmless Bethel Hill from and against loss or damage to any equipment or improvements placed by the County on the Premises. Bethel Hill shall not be liable for injuries to death of any persons suffered by reason of the County's use or maintenance of the Premises.

- 8. Governmental Approvals and Compliance.** The County agrees that the Tower and its operations shall meet applicable rules and regulations of the Federal Communications Commission ("FCC"), the Federal Aviation Administration ("FAA"), as well as all applicable State codes and regulations. The County, at its sole cost and expense, shall obtain any necessary governmental licenses or authorizations required for installation, repair, alteration, improvement, or expansion of its Communications Equipment and shall comply with government regulations applicable to its operations, including those of the FCC and FAA.
- 9. Security.** The County agrees and acknowledges that the Tower and the Building will be secured by a locked fence.
- 10. Right to Terminate.** The County may terminate this Lease, at its option, after giving not less than sixty (60) days' notice, if:
- a. Any governmental agency denies a request by the County for or revokes a permit, license or approval, which is required for the County to install or operate the Tower, the Building or the Communication Equipment on the Premises; or
 - b. The County determines that technical problems or radio interference problems from other antennas or from nearby radio transmitting facilities, which problems cannot reasonable be corrected, preclude the County from using the Premises for its intended purpose; or
 - c. Utilities necessary for the County's use of the Premises are not available to the Premises; or
 - d. The Premises or Tower is damaged or destroyed to an extent, which prohibits or materially interferes with the County's use of the Premises; or
 - e. The County determines, in its sole discretion, that the Premises is no longer needed.
- 11. Termination.** Upon termination, the County shall have the right to remove from the Premises: (i) the Tower; (ii) the Building and (iii) the Communications Equipment and any other items belonging to the County. The County hereby agrees to repair to the reasonable satisfaction of the Board any portion of the Premises damaged by the removal of the Tower, building or Communications Equipment.
- 12. Sublease.** The county may lease space on the tower to cell carriers, broadband carriers, and any other revenue-generating leasee approved by the county.
- 13. Revenues.** Revenues will be shared at a rate of 33% for Bethel Hill and 66% for the County, until the total capital cost of the tower is recouped. The tower cost is estimated at \$582,000, but the final cost will be determined after construction. Once the capital cost is recouped, revenues will be split 50/50 between Bethel Hill and the County.
- 14. Modification.** No modification of any provision hereof and no cancellation or surrender hereof shall be valid unless made in writing and signed and agreed to by both Parties.

- 15. Binding Effect.** Subject to the provisions herein, this Lease shall extend to and bind the Parties and their heirs, executors, administrators, successors and assigns.
- 16. Applicable Law.** This Lease shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of North Carolina, regardless of conflict of law principles.
- 17. Effect of Waiver.** The failure of either Bethel Hill or the County to insist in any instance upon strict performance of any of the terms and conditions set forth in this Lease shall not be construed as a waiver of the same in any other instance.
- 18. Severability.** In case any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Lease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 19. Notices.** All notices herein provided to be given, or which may be given by either Bethel Hill or the County to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows:

to the County: Person County
Attn: Heidi York
304 S. Morgan Street, Room 212
Roxboro, North Carolina 27573

to the Board: Bethel Hill Charter School
Attn: Stephen Hester
401 Bethel Hill School Road
Roxboro, North Carolina 275743

IN WITNESS THEREOF, Bethel Hill Charter School has caused this agreement to be signed in its name by its Chairman, attested by its Secretary, and sealed with its corporate seal, and the County has caused this Agreement to be signed in its name by its Chairman, attested by its Clerk and sealed with its official seal, and by all authority duly given, the day and year first above written.

BETHEL HILL
CHARTER SCHOOL

PERSON COUNTY
BOARD OF COMMISSIONERS

BY: _____
Joseph Berryhill, Chairman

BY: _____
Kyle Puryear, Chairman

SEAL

SEAL

ATTEST:

ATTEST:

Stephen Hester, Principal

Brenda B. Reaves, Clerk to the Board

BOARD PROCEDURE:

Commissioner Clayton stated he added this item for discussion following a weekly email from the County Manager that noted the Chairman and Vice Chairman gave her operating requests instructions on certain things to do from now to the next fiscal year. Commissioner Clayton noted when he served as Chairman or Vice Chairman he never gave the Manager instructions without the resources of the full Board. Commissioner Clayton stated should the Chairman or Vice Chairman desire to give the Manager instructions, the full Board should be aware and/or vote on such. Commissioner Jeffers added that the Manager stated during the Animals Services Ordinance discussion that the County was to operate like a business, which was part of the direction given by the Chairman and Vice Chairman noted in the email. Commissioner Jeffers stated agreement with Commissioner Clayton that any such direction to the Manager should be a consensus of the Board and/or a majority of the Board.

Chairman Puryear apologized to the members of the Board that took it the wrong way noting the intention of that meeting was to create dialogue with the County Manager since they have not had the opportunity to do so and to give her expectations on how they would like to have communication. Chairman Puryear said he expressed to the County Manager that each commissioner only has one vote. Chairman Puryear made the Board aware that with any concerns, he would be available to discuss noting he intends to communicate with each commissioner on upcoming issues to be well known before a Board meeting.

CHAIRMAN'S REPORT:

Chairman Puryear reported the following:

- Attended a legislative breakfast at Piedmont Community College with its Board of Trustees noting they are anxious to meet jointly with the Commissioners related to the budget,
- Good news with the announcement made by PCC for the official opening for the Kirby Rebirth project,
- Asked the County Manager to follow-up on the start of the Strategic Plan process, and
- Reminder of the February 5, 2015 joint meeting with City Council at 5:30 pm at City Hall.

Commissioner Jeffers requested the Board of Commissioners to excuse him momentarily to retrieve information from his vehicle for his report. It was the consensus of the Board to excuse Commissioner Jeffers at 8:04 pm. Commissioner Jeffers returned to the meeting at 8:06 pm.

MANAGER'S REPORT:

County Manager, Heidi York reminded the Board that at its February 16, 2015 meeting, a work session will immediately follow the end of the regular scheduled meeting to discuss 1) landfill contract, and 2) public nuisance.

Commissioner Newell stated he was supposed to be on jury duty that day.

COMMISSIONER REPORT/COMMENTS:

Commissioner Clayton reported that many years ago, the County gave each of the volunteer fire departments an appropriation on a rotating schedule in addition to the annual funding from the County. Commissioner Clayton stated this rotation program ended about the time the County created a Fire Marshal position with the intent that the Fire Marshal would assist with deciding where the additional appropriation was needed.

Vice Chairman Newell asked for clarification related to state matching funds for the volunteer fire departments. County Manager, Heidi York noted each individual station could apply for interest free loans similar to the grant funding discussed through USDA or Redleg type electric coops whereby the state matches funds. Ms. York stated the Board had asked her to develop a Revolving Loan program for volunteer fire departments' capital needs to which she planned to bring before the Board at its meeting on February 16, 2015 with the recommendation that the Board consider other options.

Commissioner Kendrick had no report or comments.

Commissioner Jeffers, as the liaison on the Department of Social Services (DSS) Board, presented to the Board the highlights of the DSS Annual Report FY 2013-2014 as follows:

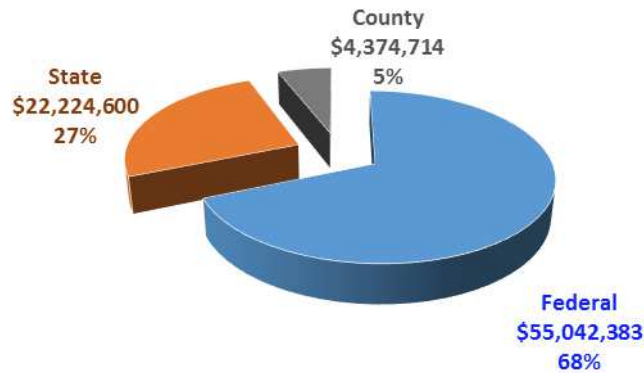
- Protective Services for Children – 556 reports received as suspected child abuse or neglect with 22% substantiated,
- Foster Care - 91 children in agency custody,
- Permanency Planning - 19 children living with parents but in DSS custody,
- Adoption Services - 70 children received adoption services,
- Independent Living Skills - 54 youths eligible and 23 youths received skills training to live outside foster care.
- Foster Care Licensure - 3 new homes licensed and 58 licensing home visits,
- Services To The Elderly & Disabled - 38 legally blind individuals received independent living skills, training, general assistance, and In-Home Services,
- Community Alternatives - 46 citizens received services during the year,
- Adult Day Care - 35 client supervisory/monitoring visits made,

February 2, 2015

- Foster Care For Adults - 4 individuals assisted with out-of-home placements,
- Guardianship - 29 legal guardianships,
- In-Home Aide Services - 9 individuals served with the average cost of In-Home Aide Services \$515 per client per month,
- Protective Services For Adults - 128 reports received,
- Medicaid At Risk Services - 23 individuals received services,
- Medicaid For Adults - 1,210 applications taken with 602 applications approved and 353 cases terminated,
- Special Assistance - 198 recipients in rest homes,
- Special Assistance In Home - 4 people screened and approved for services with a total of 9 individuals served during the year,
- Family Support Services/Child Support Services - \$3,685,909 total collections,
- Child Care Services - 488 children served with \$223,229 (15%) provided by Smart Start and 96 children on waiting list,
- Home Management Services - 214 home visits made with 209 families served,
- Medicaid Transportation - 4,679 PATS trips, 3,592 gas vouchers used and 8,697 calls received on Medicaid Transportation request line,
- Service Intake - 4,572 individuals served,
- Work First -222 average number of cash assistance recipients per month,
- Work First Employment Services - 113 active Work First participants,
- Food & Nutrition Services - \$11,189,765 in food assistance authorized; 1 in 4 households in Person County currently receive Food and Nutrition Services (food stamps),
- Low Income Energy Assistance Program (LIEAP) - 726 applications taken in office, 30 applications taken at other locations, 643 applications approved with \$164,400 total benefits to county residents,
- Medical Assistance For Families - 5,863 average number of children and their caretakers served monthly,
- Fraud Services - 66 cases investigated, 53 cases substantiated with \$56,723 collected,
- North Carolina Health Choice For Children - 478 average number of children covered monthly,
- Case Management Statistics for all Income Maintenance Programs - 7,408 applications taken with 6,028 applications approved and 8,758 determinations of continuing eligibility,
- Administration / Fiscal reported 35,948 client visits registered and 56,780 client documents scanned,

February 2, 2015

- Funding Sources –



Commissioner Jeffers commended the DSS staff, and all county employees, for serving many people each and every day.

Commissioner Newell inquired as to the number of people that fall through the cracks to which Commissioner Jeffers did not know.

Commissioner Jeffers said that the Turbo Tax software has a checklist that may indicate individuals are eligible for food stamps and that, if checked, will generate an application and automatically send to the individual's county DSS to be screened and processed.

RECESS:

A **motion** was made by Commissioner Kendrick and **carried 5-0** to recess the meeting at 8:20 pm until February 5, 2015 at 5:30 pm for the purpose to meet jointly with Roxboro City Council in Council's meeting room at City Hall.

Brenda B. Reaves
Clerk to the Board

Kyle W. Puryear
Chairman