

PERSON COUNTY BOARD OF COMMISSIONERS
MEMBERS PRESENT

April 21, 2008
OTHERS PRESENT

Johnny Myrl Lunsford, Chairman
Jimmy B. Clayton, Vice-Chairman
Kyle W. Puryear
Larry H. Bowes
Larry E. Yarborough, Jr.

Steve Carpenter, County Manager
C. Ronald Aycock, County Attorney
Faye T. Fuller, Clerk to the Board
Brenda Reaves, Deputy Clerk to the Board

The Board of Commissioners for the County of Person, North Carolina, met in regular session on Monday, April 21, 2008 at 9:00 a.m. in the Commissioners' meeting room in the Person County Office Building.

Chairman Lunsford called the meeting to order. Commissioner Clayton led in prayer and Commissioner Bowes led the Pledge of Allegiance.

DISCUSSION/ADJUSTMENT/APPROVAL OF AGENDA:

A **motion** was made by Commissioner Yarborough, **seconded** by Commissioner Bowes and **carried** to add concerns by Person County Group Homes, Inc. regarding OPC LME.

ADMINISTRATIVE REPORTS:

The following Administrative Reports were received and **accepted** by **motion** of Commissioner Clayton and **second** by Commissioner Puryear: Detention Center, Emergency Medical Services, Inspections, Public Library, Tax Administration and Collections.

CONSIDERATION OF LEASE AGREEMENT BY AND BETWEEN PERSON COUNTY AND THE BUSHY FORK GRANGE:

A **motion** was made by Commissioner Puryear, **seconded** by Commissioner Bowes and **carried** to open the duly advertised agenda item for discussion.

County Manager Carpenter informed the Board that the only change in the lease agreement from the previous expired lease is the amount of insurance has been increased from \$250,000 to \$1,000,000.

Mr. Gene Moore, President of the Bushy Fork Grange told the Board it was the desire of the Grange to continue the lease agreement as in the past.

No one spoke in opposition to the proposed lease agreement.

A **motion** was made by Commissioner Clayton, **seconded** by Commissioner Bowes and **carried** to approve the Lease Agreement by and between Person County and the Bushy Fork Grange for a period of one year form the date of the execution of this

agreement with an automatic renewal for nine successive one year terms unless written notice is given by either party of notice not to renew on or before 180 days prior to the expiration date of each annual lease term.

**NORTH CAROLINA
PERSON COUNTY**

LEASE AGREEMENT

This lease agreement, made and entered into this 21st day of April, 2008, by and between Person County, a body politic and corporate (the "County"), and the Bushy Fork Grange, an unincorporated organization (the "Grange"):

WITNESSETH:

WHEREAS, the Grange has for a considerable length of time occupied and maintained the hereinafter described real property for various local community functions; and,

WHEREAS, the parties desire to enter into a lease of said property in accordance with the following terms and conditions;

NOW, THEREFORE, in consideration of the mutual covenants contained herein the parties agree as follows:

1. PROPERTY DESCRIPTION

The County does hereby lease to the Grange the cafeteria building, the barbecue pit, and the parking lot immediately in front of the cafeteria building, adjoining N.C. Highway 49, said property being part of what is commonly known as the Bushy Fork School property, located approximately ten miles South of the City of Roxboro on N.C. Highway 49.

2. USE OF PREMISES AND RESTRICTION OF USE

The property shall be used for meetings of the Bushy Fork Homemakers Club, meetings of the Grange, and other community and social functions.

3. TERM

The term of this lease shall be for a period of one year from the date of the execution of this agreement.

4. AUTOMATIC RENEWAL

This lease shall automatically renew for nine successive one year terms unless written notice is given by either party of notice not to renew on or before 180 days prior to the expiration date of each annual lease term.

5. SUPERVISION AND MANAGEMENT

All supervision and management of the leased property shall be the responsibility of the Grange and the Grange shall be responsible for custodial services, repairs and maintenance of the leased property in such manner and such condition as to be considered satisfactory by the County. The Grange shall keep the buildings located on leased premises secure at all times including the locking of same, when not in use. The Grange shall not allow any attractive nuisance to be on the leased premises.

6. UTILITIES

The Grange shall be responsible for the cost of all utilities necessary for the use of the leased property.

7. INDEMNIFICATION

The Grange shall indemnify, protect and save harmless the County from and against loss or damage to any equipment or improvements placed by the Grange on the property. The Grange shall indemnify the County from and against any claims for injury or loss to person or property arising out of the Grange's use, supervision or maintenance of the leased property.

8. INSURANCE

The Grange shall maintain at all times during the term of this agreement, at its sole expense, liability insurance in the combined single policy amount of at least \$1,000,000.00 to insure against injury to person or property by the negligence or tort of any invitee, agent or employee of the Grange when acting within the scope of his authority or the course of his employment in performing the activities on or about the land or facilities encompassed within this agreement.

The Grange shall furnish the County with evidence of all insurance policies required by this agreement within 30 days of the execution of this document. The policy shall provide that the insurance shall not be cancelled or coverage reduced without the insurance carrier giving 30 days written notice to the County. The County shall be named as an additional insured on all insurance policies required by this agreement.

9. IMPROVEMENTS

The Grange agrees to plan and coordinate with the County the construction of any improvements or structures on the premises. The County reserves the right to disapprove any such plans. Any such plans disapproved by the County shall not be implemented by the Grange. All improvements of the property shall be the property of the County.

10. ENTRY BY LESSOR

The County may enter on the leased premises at all reasonable times for the purpose of inspection, repair or modification of the property. It is the intent of the County to inspect the property for safety purposes at least annually.

11. ASSIGNMENT

The Grange may not assign this agreement or allow any other person, organization or corporation to use said premises except for periods not to exceed five days unless approved in advance by the County.

12. CONSIDERATION

The Grange agrees to pay to the Board the sum of \$1.00 per year for the rental of said property. The first year's rent is payable upon execution of this instrument and if the lease is renewed for successive one year periods each subsequent year's rent shall be payable in advance on the beginning day of each subsequent renewal term.

13. WATER AND SEWER RIGHTS

The Grange shall have the right to use water from the well located upon the premises leased to the Bushy Fork Athletic Club and shall be entitled to maintain septic tanks and septic lines needed to serve the cafeteria building.

14. TERMINATION

It is expressly agreed that if the Grange shall neglect to do and perform any manner of things herein agreed to be done and performed by it, and shall remain in default thereof for a period of thirty (30) days after written notice from County calling attention to such default, County may declare this Lease terminated and cancelled and take possession of said premises without prejudice to any other legal remedy it may have on account of such default.

In the event that a particular default concerning repairs cannot be reasonably corrected within 30 days after notification, the Grange shall have a reasonable time to correct said default after notification by County. It is expressly understood by the parties that nothing contained within this lease is to be construed to limit the authority of the County to take such action as it deems necessary to protect the public health and safety.

IN WITNESS THEREOF, the County has caused this agreement to be signed in its name by the Chairman of its Board of Commissioners, attested by its Clerk and sealed with its official seal, and the Grange has caused this agreement to be signed in its name by its President, attested by its Secretary, and all by authority duly given, the day and year first above written.

BUSHY FORK GRANGE

BY: Curtis E. Moore, President

ATTEST:

PERSON COUNTY BOARD OF COMMISSIONERS

Johnny Myrl Lunsford, Chairman

ATTEST:

Faye T. Fuller, Clerk to the Board

PRESENTATION OF PIEDMONT COMMUNITY COLLEGE PERSON COUNTY IMPACT STATEMENT – JANUARY 2008:

Dr. H. James Owen appeared before the Board and offered thanks for the Board’s continued support of Piedmont Community College. He presented the Impact Study as of January 2008. He said enrollment in the community college system continues to grow. Enrollment in Piedmont Community College over the past 10 years has grown more than any institution in the system, over 120%. He spoke of the Career Readiness center on South Morgan Street.

Dr. Owen gave an update on the renovation of the second floor of the Kirby building. He also spoke of the technical education building-basic funding for this building has been received from the North Carolina General Assembly in the form of a grant in the amount of \$900,000. Bids will go out in June with construction to commence in July and completion in April 2009. The estimated cost of the building is \$1.8 million; however, no firm bid has been received to date. Dr. Owen said that approximately two years ago the County appropriated approximately \$200,000 for this project, but the funds were not used as basic funds were not in place. He said as bids come in, the College may come back to the Board if bids come in over budget.

DISCUSSION RELATIVE TO PROPOSED OPERATION OF NEW PRIVATE AMBULANCE SERVICE:

Messrs. Ryan and James Wilson and Ms. Brenda Wilson, owners of Wilson’s Ambulance Service and Support (WASS) appeared before the Board to present their plan for a privately run emergency medical service and transport. Their mission is to become the leading vendor of ambulance service and support in their area, emphasizing patient oriented care, with fast and reliable service and transport. Having a fleet of high quality emergency vehicles enables WASS to meet all forms of patient transport requirements, especially to geriatric and bariatric patients. All vehicles will be fitted with the latest satellite navigation system; this means that every transfer is done in the shortest time possible.

All vehicles will be insured for emergency transfers and drivers will be fully trained and experienced in providing this type of service. All three ambulances will be equipped to handle bariatric transports. Bariatric ALS calls can be run as 4th run calls, while BLS calls can be run by WASS freeing EMS units and preventing unnecessary risk of injury. WASS rapid response vehicles can provide safe transport of organs, blood and equipment and other organizations personnel. Cadaver transport to morgue ME will be run by WASS which will give families piece of mind.

County Manager Carpenter suggested that the Wilson’s meet with the Emergency Services Director and a representative from Person Memorial Hospital to discuss the proposal and develop a franchise application to bring back to the Board for consideration. The Board agreed there was a need for this type of service in the county and it could provide a savings to the county.

PRESENTATION OF PUBLIC HEALTH MONTH PROCLAMATION:

Public Health Educator Becky Nowacheck appeared before the Board to present a Public Health Month Proclamation and gave an update on Public Health promotions by the Health Department.

***Public Health Month Proclamation
2008***

Whereas, climate change is an urgent public health issue; and

Whereas, most Americans, including the public health workforce, remain largely unprepared to face the public health challenges associated with climate change; and

Whereas, climate change may cause extreme weather events and changes in environmental conditions leading to increases in disease and death; and

Whereas, the nation’s most vulnerable populations – including young children, the elderly, people with chronic illnesses, and people in underserved communities – are most likely to be disproportionately impacted yet least able to prepare, respond and recover from the health effects of climate changes; and

Whereas, local, state, and federal governments along with numerous other organizations must increase their efforts to educate Americans and the public health workforce about what they need to do to mitigate and adapt to the consequences of climate change; and

Whereas, all communities must plan in advance to ensure their public health agencies and residents are prepared for and can respond to the health consequences of climate change.

Now Therefore, The Person County Board of County Commissioners proclaims April 2008 as National Public Health Month and commends this observance to all our citizens.

*Johnny Myrl Lunsford, Chairman
Person County Board of Commissioners*

CONCERN OF ALLOCATION OF FUNDS AND TIMELY PAYMENTS FROM OPC:

David Forsythe, Executive Director, Person County Group Homes, appeared before the Board to express concerns that Person County Group Homes, Inc. has regarding Orange-Person-Chatham LME relative to the allocation of funds and timely payments. He said the major problem is that continuous allocation funds are being changed at the state level to (new) additional money which is coming to the LME with no destination. The LME has to make the decision where these funds go and PCGH is not being considered for these funds. He said PCGH has lost approximately \$100,000 per year in continuous allocation funds through this process and this significantly impacting the group home system and the long-term ability to provide services, especially to the high-need individuals.

His other issue of concern was the turnaround time for OPC to make payments.

CONSIDERATION OF ROOFTOP TELECOMMUNICATION LICENSE AGREEMENT BY AND BETWEEN CDP DURHAM CENTRE INVESTORS, LLC & PERSON COUNTY:

County Manager Carpenter told the Board this agreement deals with transmitter and tower locations for the county's wireless internet. The lease expires this year and this represents a renewal of same with an expiration date of June 30, 2009 to coincide with the Time-Warner contract expiration date.

A **motion** was made by Commissioner Clayton, **seconded** by Commissioner Puryear and **carried** to approve the Rooftop Telecommunications License Agreement by and between CDP Durham Centre Investors, LLC and Person County Government.

CONSIDERATION OF BIDS FOR STORIES CREEK PUMP STATION IMPROVEMENTS:

Assistant County Manager/Engineer Paul Bailey appeared before the Board and stated that in 2006 the Board agreed to participate in the cost of improvement that are needed to Stories Creek Pump Station to allow Maple heights Rest Home sewer to be routed through the pump station. In 2006, the cost of the improvements was estimated at \$45,000. The improvements have been engineered and bid. Bids ranged from \$78,480 to \$122,090. The City of Roxboro has agreed to do a portion work and the low bidder (MWP) has reduced his bid to \$59,100. The plans are to make the improvements during the summer of 2008.

Mr. Bailey recommended the Board agree to participate up to the amount of \$59,100.

A **motion** was made by Commissioner Clayton, **seconded** by Commissioner Bowes and **carried** that the county participate in the cost of improvements to the Stories Creek Pump Station in an amount up to \$59,100 with \$51,573 to be appropriated from the Water and Sewer Fund and General Funds balance to complete the project and in FY 08-09 funds will be transferred back to repay the General Fund.

BUDGET AMENDMENT:

Upon a motion by Commissioner Clayton, and a second by Commissioner Lunsford and majority vote, the Board of Commissioners of Person County does hereby amend the Budget of the **General Fund(s)** on this, the 21st day of April 2008, as follows:

<u>Dept./Acct No.</u>	<u>Department Name</u>	<u>\$Amount</u> Incr/Decr(-)
<u>EXPENDITURES</u>	<u>General</u>	
	General government	5,000
	Public safety	13,920
	Human services	13,308
	Education	423,491
	Cultural & Recreational	3,431
	Transfers	182,100
	 <u>Emergency Telephone System Fund</u>	
	Wire-line services	138,100
	Wireless services	44,000
 <u>REVENUES</u>	 <u>General</u>	
	Intergovernmental revenues	450,250
	Other revenues	3,900
	Fund Balance Appropriated	187,100
	 <u>Emergency Telephone System Fund</u>	
	Transfer from General Fund	182,100

Explanation:

Appropriate: fund balance for transfer to cover shortage in the Emergency Telephone System Fund \$182,100 and make final payment on new financial software installation \$5,000; JAG grant for Sheriff \$10,020 and donations to Sheriff \$3,900 to purchase fingerprinting equipment; lottery funds for last year's lottery projects \$423,491; additional public library grant funds \$3,431; additional Crisis Intervention funds \$13,308.

CHAIRMAN'S REPORT:

- ▶ Urged Board to submit any request for materials to Manager early
- ▶ Reminded Board members about importance of sub-committee meeting attendance

MANAGER'S REPORT:

- ▶ An appointment to fill the vacancy on the ABC Board will be made effective July 1
- ▶ Meeting next week with property & casualty insurance representatives. NCACC has been asked to quote workers' compensation
- ▶ Insurance enrollment meetings have been scheduled for May 20 & 22
- ▶ Finance Officer candidates will meet with Manager today
- ▶ Goal to have budget information to Board by mid-May

Assistant County Manager Paul Bailey, asked the Board to consider and increase in the limit for GovDeal sales. He informed them the law allows a limit of \$30,000. He further recommended that certain parties be appointed to declare items surplus.

Following a short discussion, the County Attorney was directed to bring back to the next meeting a Resolution Authorizing the Disposal of County Surplus Property which would set forth would be authorized to declare items of less than \$30,000 as surplus and who would be authorized to set the value of, sell and convey title to such items.

CLOSED SESSION:

A **motion** was made by Commissioner Puryear, **seconded** by Commissioner Bowes and **carried** to go into Closed Session at 10:48 a.m. pursuant to G. S. 143-318.11 (6) – Personnel. At 11:38 a.m. the Board returned to open session with no public statement.

ADJOURNMENT:

A **motion** was made by Commissioner Yarborough, **seconded** by Commissioner Clayton and **carried** to adjourn the meeting at 11:45 a.m.

Faye T. Fuller, CMC
Clerk to the Board

Johnny Myrl Lunsford
Chairman