
WORK SESSION
September 19, 2022
7:00 p.m.

The Perquimans County Board of Commissioners met in a regular Work Session on Monday, September 19, 2022, at 7:00 p.m. in the Meeting Room of the Perquimans County Library located at 514 S. Church Street, Hertford, NC 27944.

MEMBERS PRESENT: Wallace E. Nelson, Chairman Fondella A. Leigh, Vice Chair
Thelma Finch-Copeland T. Kyle Jones
Charles Woodard

MEMBERS ABSENT: Joseph W. Hoffler

OTHERS PRESENT: Frank Heath, County Manager Mary Hunnicutt, Clerk to the Board

After Chairman Nelson called the meeting to order, Commissioner Finch-Copeland gave the invocation and they recited the Pledge of Allegiance. The following matters were discussed.

LETTER OF SUPPORT TO ESTABLISH MRI SERVICES IN ELIZABETH CITY, NC

Chairman Nelson explained that this was a letter of support for a funding request to establish another MRI Facility in Elizabeth City, NC. This will be in partnership with Chesapeake Regional Healthcare (CRH) & Chesapeake Diagnostic Imaging Centers (CDIC), LLC. Because of time constraints, Chairman Nelson had to sign the letter and forward it to CRH and CDIC. A copy of the letter is provided below and was included in their Agenda Packet. He asked if any Commissioner had any questions or comments. County Manager Heath also explained that Dr. Lane’s office contacted the County to request this letter of support. The letter is as follows:

September 16, 2022

Ms. Michaela Mitchell
Chief, Health Care Planning and Certificate of Need
NC Division of Health Services Regulation
809 Ruggles Drive
Raleigh, North Carolina 27603

**RE: Support for Chesapeake Regional Healthcare and Chesapeake Diagnostic Imaging Centers LLC
Certificate of Need to Establish MRI Services in Elizabeth City, NC**

Dear Ms. Mitchell:

On behalf of the Perquimans County Board of Commissioners (the “Perquimans Board”), I am pleased to have this opportunity to submit a letter in support of Chesapeake Regional Healthcare (“CRH”) and Chesapeake Diagnostic Imaging Centers LLC’s (“CDIC”) (together, “Chesapeake”) application for a Certificate of Need (“CON Application”) to develop a new fixed magnetic resonance imaging scanner (“MRI Scanner”) in the Pasquotank, Camden, Currituck, and Perquimans service area (the “Pasquotank Service Area”).

We are aware of Chesapeake’s history of providing quality, necessary healthcare services in the northeastern area of North Carolina for more than two decades, as well as their commitment to further expanding access in this area of the State. Because of that commitment, this CON review is of particular interest to the Perquimans Board as we remain engaged in planning for not only the economic growth and development of our County but also in ensuring our constituents are afforded the best possible healthcare resources, provider choice and affordable access to healthcare.

We are also informed that it has been many years since a need determination for a new MRI Scanner has been included in a final State Medical Facilities Plan. Thus, the Perquimans Board is excited about the potential for the introduction of an alternate provider of MRI services in this area. As you know, the Pasquotank Service Area has been recognized as a medically underserved area of North Carolina for many years and the North Carolina Office of Rural Health has designated the counties in the Pasquotank Service Area as Health Professional Shortage Areas. This acknowledgment by the State serves as a recognition of the need for additional healthcare resources to serve this population and we support Chesapeake’s application to meet this need. As of the time of this filing, the only MRI services located in the Pasquotank Service Area are at Sentara Albemarle Medical Center. Thus, patients seeking MRI services must go to this hospital-based location to receive their scans.

We understand that the proposal by Chesapeake is for a state-of-the-art, freestanding fixed MRI Scanner, to be located in Elizabeth City, which will provide a convenient, accessible and lower cost alternative for our citizens while expanding their choice of provider and location for this important service. We are certainly cognizant of the importance of access and choice to improved health outcomes, particularly for the population in our underserved area. The location of this MRI Scanner will serve to improve travel times and access.

We are excited to see an additional healthcare provider serve Perquimans County, and we welcome Chesapeake. Thank you for the opportunity to reach out in support of this important project by Chesapeake. We hope that the CON Section will approve Chesapeake’s CON Application.

Sincerely,

Wallace Nelson
Chairman

WN/mh

There being no comments or questions, Chairman Nelson proceeded with the Work Session.

AGREEMENTS FOR LOBBYING SERVICES

Chairman Nelson welcomed Bob Steinburg to the meeting tonight. He is here to let you know about the lobbying services he has to offer. Mr. Steinburg explained that he is part of a consulting firm, The WolfeStein Group, LLC. He provided an overview of their mission. He explained that he wanted to keep the momentum moving that he had for northeast North Carolina while serving in the General Assembly. With the redistricting, he failed to win the recent primary election. Even though he is no longer in the General Assembly, he feels that all the counties he served before should continue to be served and this is the best way that he could accomplish it. There are 50 members in the Senate and 120 members in House of Representatives in the NC General Assembly. Of that 170 members, there is only 17 legislators that represent the area east of Interstate 95. Northeast North Carolina needs to have a strong advocacy at the General Assembly. In order for individuals to represent the counties, they need to know the counties and have a relationship with the counties and this is how he feels that he can continue to serve the needs of Perquimans County. That is why they have formed a team with Jackson Stancil of Jones Street Consulting. Mr. Jones is from Jackson County and is considered one of the top 25 lobbyist out of 750 lobbyists in Raleigh. Their arrangement is very unique in that Mr. Jones has an office within two blocks of the General Assembly and he is at the General Assembly every day that they are in session. Mr. Steinburg will continue to reside in Edenton, NC. When needed,

Mr. Steinburg will go the Raleigh to assist Mr. Jones in pleading our case for whatever Perquimans County is seeking into the budget. So, in many cases, both lobbyist will not be in Raleigh, but he feels, for Perquimans County, many of the cases would involve both lobbyists. Mr. Steinburg asked if the Board has a Board Retreat. If so, he would like to attend to find out more about what Perquimans County needs. He said that the way things are in the General Assembly now, it very difficult to fight for the needs of small counties like Perquimans. The law requires that he wait at least six months after his term has ended in the General Assembly before actually doing any lobbying. The contracts will be for two years at \$1,500 per year for both lobbyists making it a total cost of \$3,000. A copy of the contracts are provided below:

AGREEMENT FOR LOBBYING SERVICES

This AGREEMENT, dated _____ is made and entered into by and between Perquimans County, a body politic of the State of North Carolina, and WolfeStein, LLC;

WHEREAS, Perquimans County desires to hire a contracted government relations professional to represent its interests in North Carolina; and

WHEREAS, WolfeStein, LLC is desirous of performing said government relations work for Perquimans County;

NOW, THEREFORE, in consideration of the mutual promises and Covenants of the parties hereafter set forth, the parties agree as follows:

1. **TERM**. This Agreement shall commence February 1, 2023 and terminate on December 31, 2024.
2. **SERVICES**. During the term of this Agreement, WolfeStein, LLC agrees to provide the following services to Perquimans County:
 - Lobby the General Assembly on all issues concerning Perquimans County.
3. **COMPENSATION**. Perquimans County will compensate WolfeStein, LLC for the contracted lobbying services and payments will be made to WolfeStein, LLC, rendered pursuant to this Agreement as follows:
 - \$1500 per month for the entire contract period.
4. **COMPLIANCE**. In connection with the performance of services under this Agreement, WolfeStein, LLC at all times will comply with all applicable Federal, State and local laws and regulations including those applicable to lobbying and political contributions. If at any time during the term of this agreement WolfeStein, LLC intentionally or materially violates applicable Federal, State or local laws and regulations this Agreement immediately becomes null and void.
5. **LOBBYIST REGISTRATION**. WolfeStein, LLC will register as a Lobbyist in the State of North Carolina for Perquimans County when lawfully required to do so, and will comply with all rules and regulations of N.C. Lobbying Law. WolfeStein, LLC will pay the \$252.00 Lobbyist Registration Fee, made payable to the North Carolina Office of Secretary of State.
6. **ENTIRE AGREEMENT**. This shall be the entire agreement between the parties.
7. **CHOICE OF LAW**. If any legal dispute arises under this contract, the laws of North Carolina shall apply and any such matter will be heard before a Court located in the State of North Carolina.

Signed and executed between the two parties, this ____ day of _____, 2022.

 Bob Steinburg
 President of WolfeStein, LLC

 Wallace E. Nelson
 Chairman, Perquimans County Board of Commissioners

 Attested by Mary Hunnicutt, Clerk to the Board

AGREEMENT FOR LOBBYING SERVICES

This AGREEMENT, dated _____ is made and entered into by and between Perquimans County, a body politic of the State of North Carolina, and Jones Street Consulting;

WHEREAS, Perquimans County desires to hire a contracted government relations professional to represent its interests in North Carolina; and

WHEREAS, Jones Street Consulting is desirous of performing said government relations work for Perquimans County;

NOW, THEREFORE, in consideration of the mutual promises and Covenants of the parties hereafter set forth, the parties agree as follows:

8. **TERM**. This Agreement shall commence January 1, 2023 and terminate on December 31, 2024.
9. **SERVICES**. During the term of this Agreement, Jones Street Consulting agrees to provide the following services to Perquimans County:
 - Lobby the General Assembly on all issues concerning Perquimans County.
10. **COMPENSATION**. Perquimans County will compensate Jones Street Consulting for the contracted lobbying services and payments will be made to Jones Street Consulting, rendered pursuant to this Agreement as follows:
 - \$1500 per month for the entire contract period.
11. **COMPLIANCE**. In connection with the performance of services under this Agreement, Jones Street Consulting at all times will comply with all applicable Federal, State and local laws and regulations including those applicable to lobbying and political contributions. If at any time during the term of this agreement Jones Street Consulting intentionally or materially violates applicable Federal, State or local laws and regulations this Agreement immediately becomes null and void.
12. **LOBBYIST REGISTRATION**. Jones Street Consulting will register as a Lobbyist in the State of North Carolina for Perquimans County when lawfully required to do so, and will comply with all rules and regulations of N.C. Lobbying Law. Jones Street Consulting will pay the \$252.00 Lobbyist Registration Fee, made payable to the North Carolina Office of Secretary of State.
13. **ENTIRE AGREEMENT**. This shall be the entire agreement between the parties.

14. CHOICE OF LAW. If any legal dispute arises under this contract, the laws of North Carolina shall apply and any such matter will be heard before a Court located in the State of North Carolina.

Signed and executed between the two parties, this ____ day of _____, 2022.

John Stancil
President of Jones Street Consulting

Wallace E. Nelson
Chairman, Perquimans County Board of Commissioners

Attested by Mary Hunnicutt, Clerk to the Board

He opened the floor for questions or comments. The following questions/comments were made:

- **Commissioner Leigh:** Ms. Leigh asked if it had to be a two year contract. Mr. Steinburg said that it did because of the way the General Assembly session works. If you don't make it in the first session of the budget you might be able to get the funds in the second session.
- **Commissioner Jones:** Mr. Jones asked if any of our surrounding counties had signed with them. He said that Elizabeth City has signed a contract with them. He expects a significant number of clients in the area. In addition to governmental agencies, they will serve several large businesses in the area that have approached him about his consulting services.
- **County Manager Heath:** Mr. Heath explained to Mr. Steinburg that they do hold a Board Retreat every couple of years. During that meeting, the Board sets their goals for various items they discussed.
- **Commissioner Woodard:** Mr. Woodard asked if they would help the county apply for grants. Mr. Steinburg said that he know a man in Raleigh that does seek and apply for grants for governmental agencies. He will have to be paid by the County. They will keep an eye on the budget appropriations and steer the County in the right direction.
- **Bob Steinburg:** Mr. Steinburg asked the Board if they knew when the new bridge will be opened. He has had many people come up and ask him. He has tried to get an answer but had not been able to get one. County Manager Heath said that they have not given them a date. He further stated that the bridge is beautiful. He also said that he was very impressed how the façade on the buildings in downtown Hertford are really looking nice. He also mentioned the reopening of the theater in Hertford. Chairman Nelson mentioned about the waterfront project for the Town of Hertford.
- **Commissioner Jones:** Mr. Jones stated that his first impression was to disagree with this because that is why we have people in the legislature. He has some skepticism on this but will have to think about it more before voting on it. He explained why he was feeling this way was because of our previous representation before Mr. Steinburg. Now with the change in representation, he feels that we may fall through the cracks again. He will continue to ponder the question.

Chairman Nelson thanked Mr. Steinburg for coming to explain this to the Board. Mr. Steinburg thanked them for the opportunity and let them know that, after a discussion with County Manager Heath and Chairman Nelson, they decided not to request Mr. Jones to come from Raleigh. They felt that Mr. Steinburg could fully explain the process. There being no further questions or comments, Chairman Nelson said that they will be placing it on the October Agenda for action.

VACANCY ON PLANNING BOARD

Chairman Nelson explained that A.O. Roberts had resigned effective immediately from the Planning Board. Therefore, we have an opening on the Planning Board. Tonight what Mr. Nelson and Mr. Heath were asking the Board to do is to think about someone who they know might be interested in serving on the Planning Board. If they know of someone, please let Mr. Nelson or Mr. Heath know and we will place their names on the October Agenda for action. They asked Rhonda Repanshek, Planner, when the Planning Board's next meeting will be and she said that Joint Work Session with the Commissioners at their Work Session on October 17, 2022. Commissioner Leigh said that she thought of someone but has not approached him/her to ask if interested. Mary Hunnicutt, Clerk to the Board, said that, if they have someone interested in serving, please have them complete the Statement of Interest to Serve Application which can be found on the County's website.

MISCELANEOUS ITEM

Commissioner Jones asked County Manager Heath if he could update the Board on the case where a person assaulted one of our EMS personnel. The person was placed in jail and we had to cover her medical costs of approximately \$200,000. Then, we received a bill from Department of Public Safety when she was in Raleigh stating we owed \$140,000 custody costs. There was a legislative bill passed in 2019 that allows them to bill counties for custody costs. This is something that the Board cannot budget for because we do not know who will be jailed from our county. The Albemarle District Jail Board asked the Jail Administrator to reach out to his contacts in the prison system to see what could be done to assist with that process. We still do not know if we owe that bill. They were thinking what he could do or someone like him could reach out to the sponsors of the bill to see if there could be some changes to the bill to assist counties who cannot afford to pay these large sums of money. This one case impacted the county's budget by 2-3 cents on our tax rate. Mr. Heath said that she assaulted our employee but we have to pay for it. Commissioner Jones stated that this has happened in Pasquotank County and could possibly happen to Camden County too. Mr. Heath said that it was for three weeks of custody. Commissioner Jones wanted to make sure that the Board was aware of what was happening in the system.

There being no further comments or business to discuss, the Regular Meeting was adjourned at 7:45 p.m.

Wallace E. Nelson, Chairman

Clerk to the Board
