

PERSON COUNTY BOARD OF COMMISSIONERS
MEMBERS PRESENT

SEPTEMBER 23, 2019
OTHERS PRESENT

David B. Newell, Sr.
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, September 23, 2019 at 9:00am in the Commissioners' meeting room in the Person County Office Building.

Chairman Newell called the meeting to order and asked for a moment of silence in memoriam for the passing of former Commissioner Samuel Kennington's son. Commissioner Powell offered an invocation and Commissioner Puryear led the group in the Pledge of Allegiance.

DISCUSSION/ADJUSTMENT/APPROVAL OF AGENDA:

A **motion** was made by Vice Chairman Jeffers and **carried 5-0** to approve the agenda.

RECOGNITION:

RESOLUTION OF APPRECIATION FOR COUNTY RETIREE DEBRA DUNN-WILKINS:

Chairman Newell read and presented a Resolution of Appreciation to Person County Retiree, Debra Dunn-Wilkins.

RESOLUTION OF APPRECIATION

WHEREAS, Debra Dunn-Wilkins has served the people of Person County during her tenure as a Child Support Agent II with the Department of Social Services; and

WHEREAS, Debra Dunn-Wilkins has served the citizens of Person County with honor, integrity, sincerity and dedication, providing accurate, concise services for twenty-seven (27) years, October 1992 – August 2019; and

WHEREAS, Debra Dunn-Wilkins has earned the respect and admiration of all who have known her and worked with her throughout her career; and

WHEREAS, the County of Person recognizes the many contributions Debra Dunn-Wilkins has made to the County and offers her sincere best wishes for her retirement.

NOW, THEREFORE, I, David B. Newell, Sr., Chairman of the Person County Board of Commissioners, do hereby extend this Resolution of Appreciation to Debra Dunn-Wilkins for continually striving to make Roxboro and Person County a better place to live and work.

Adopted this, the 23rd day of September 2019.



David B. Newell Sr.
David B. Newell, Sr., Chairman
Person County Board of Commissioners

Attest:

Brenda B. Reaves
Brenda B. Reaves
Clerk to the Board of Commissioners

September 23, 2019

INFORMAL COMMENTS:

There were no comments from the public.

DISCUSSION/ADJUSTMENT/APPROVAL OF CONSENT AGENDA:

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

- A. Approval of Minutes of September 9, 2019,
- B. Budget Amendment #6, and
- C. Budget Amendment Purchase Carryforwards

NEW BUSINESS:

PROPOSED FOURTH AMENDMENT SOLID WASTE CONTRACT WITH REPUBLIC SERVICES:

County Attorney, Ron Aycock presented to the Board a proposed Fourth Amendment to the County's existing landfill contract with Republic Services. It incorporates all of the changes negotiated by the County. Mr. Aycock explained the original contract continues, subject to the changes contained in this amendment. The agreed points are as follows:

- Republic Services will provide an annual contribution of \$100,000 to the County for community development projects in collaboration with Republic, to benefit the County and to highlight the partnership between the County and Republic.
- Five-year extension of the term of the host agreement beyond the current expiration date.
- Fixed host fee of \$2.75 for all municipal solid waste tonnage on which Republic receives a tipping fee.
- Republic Services will provide a \$5,000 annual allowance for "free disposal" for residents who drop off waste at the Landfill.
- An easement for wireless monopoles and a one-time contribution of \$30,000 for the County's broadband project.
- Increase of Republic's annual appropriation for litter management on local highways to \$24,000.
- Republic will continue to contribute \$25,000 for recycling support to the County.
- Increase of the average maximum annual disposal rate to 780,000 tons per year.

Mr. Aycock said the Fourth Amendment provides that it will go into effect when Republic receives the necessary approvals, certifications and enactments from the County and also receives all of the necessary permits and approvals from the State of North Carolina. The approvals, certifications and enactments from the County are three-fold:

- 1- The approval of and execution of the Fourth Amendment;
- 2- Certification by the County that the site meets all the County planning rules (It does so meet those rules since it is the very same site where the landfill is located);
- 3- The enactment of a Solid Waste Disposal Franchise Ordinance consistent with the agreement. State law requires a public hearing on the above noted franchise after a 30-day public notice, and adoption of the said ordinance at the second of two regular board meetings. In order to comply with the 30-day notice requirement, the earliest date the public hearing and first vote could be scheduled is at the November 4, 2019 Board meeting, with a final vote at the November 18, 2019 Board meeting.

Mr. Aycock noted the State of North Carolina must issue a permit for the operations as agreed to. It is unclear whether the State will require an additional site study. The County may be required to convene a public meeting on the state action at a later time.

Mr. Aycock provided staff recommendation to:

- 1- Approve the Fourth Amendment and authorize its execution.
- 2- Authorize county staff to execute any additional documents necessary to proceed based on Board action including but not limited to provision of the necessary planning certifications.
- 3- Set a public hearing for the Board's November 4, 2019 meeting to hear public comments on a Solid Waste Disposal Franchise Ordinance to effectuate the Fourth Agreement, and to conduct the first vote on the Franchise Ordinance.

A **motion** was made by Vice Chairman Jeffers and **carried 5-0** to approve the Fourth Amendment and authorize its execution, to authorize county staff to execute any additional documents necessary to proceed including but not limited to provision of the necessary planning certifications, and to set a public hearing for the Board's November 4, 2019 meeting to hear public comments on a Solid Waste Disposal Franchise Ordinance.

Commissioner Powell advocated for any new revenue to be earmarked for Education and Economic Development.

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

THIS FOURTH AMENDMENT ("Fourth Amendment") to that certain Amended and Restated Agreement for Continued Development, Use and Operation of Upper Piedmont Regional Landfill ("New Landfill" as defined in the Agreement), by and between Person County, North Carolina, a political subdivision, organized and existing under the laws of the State of North Carolina (hereinafter referred to as the "County"), and Republic Services of North Carolina, LLC, a limited liability company organized and existing under the laws of North Carolina, d.b.a. Upper Piedmont Regional Landfill, formerly Upper Piedmont Environmental, Inc. (hereinafter referred to as "Republic"). The August, 1995 Amended and Restated Agreement for Continued Development, Use and Operation of Upper Piedmont Regional Landfill is hereinafter referred to as the "Agreement".

RECITALS

WHEREAS, in August of 1994, the parties entered into an Agreement for Development, Use and Operation of New Landfill; and

WHEREAS, in August of 1995, the parties entered into the Agreement; and

WHEREAS, the New Landfill first began operation on July 1, 1997; and

WHEREAS, in June of 2017, the parties entered into the First Amendment to Amended and Restated Agreement for Continued Development, Use and Operation of Upper Piedmont Regional Landfill ("First Amendment"); and

WHEREAS, in May of 2018, the parties entered into the Second Amendment to Amended and Restated Agreement for Continued Development, Use and Operation of Upper Piedmont Regional Landfill ("Second Amendment"); and

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

WHEREAS, the parties desire to amend the certain provisions of the Agreement as described herein.

NOW, THEREFORE, the parties hereto agree as follows:

1. The recitals set forth above are true and correct and are hereby incorporated herein by reference. Capitalized terms used herein and not otherwise defined shall have the meanings given them in the Agreement, the First Amendment, Second Amendment and Third Amendment.

September 23, 2019

2. All references in the Agreement to Upper Piedmont Environmental, Inc. (referred to in the Agreement as "Upper Piedmont") are hereby deleted and replaced with Republic Services of North Carolina, LLC, referred to in the First Amendment, Second Amendment, Third Amendment and this Fourth Amendment as "Republic".

3. Section 3.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

"3.1 Existence and Good Standing. Republic is duly organized under the laws of North Carolina and is (and will continue to be throughout the Term hereof) validly existing in good standing under the laws of the State of North Carolina."

4. Section 7.4(e)(ii) of the Agreement, including Subsections (A)-(C), is hereby deleted in its entirety and replaced with the following:

"(ii) the acceptance of Waste delivered to the New Landfill from any person or entity whatsoever, whether an affiliate of Republic or otherwise; provided, however, that such acceptance be in conformance with all other provisions in this Agreement, including but not limited to Sections 1.2 and 1.11, and provided that Republic shall not accept for disposal in any calendar year more than an average maximum annual disposal rate of 780,000 tons. The volume limitation set forth in this Section may be exceeded by Republic only if necessary to provide disposal capacity for an account or customer within the Approved Area, provided that the account or customer is located in a county which is at the time using the New Landfill, and provided further that in no calendar year shall the additional volume of Waste from new accounts or customers exceed by more than five (5%) percent the maximum volume of Waste allowed under this Section during the previous year."

5. The following sentence is hereby added to the end of Section 7.4(h) "Site Appearance":

"Beginning on the Fourth Amendment Effective Date and for each year thereafter during the Term of the Agreement, Republic agrees to spend an annual amount of \$24,000 for funding of litter management on local highways."

6. Section 9 of the Agreement is hereby deleted in its entirety and replaced with the following:

“9. HOST FEES AND PAYMENTS.

9.0 Host Fees. Beginning on the Fourth Amendment Effective Date, for each Ton of Waste which is accepted by Republic at the New Landfill, Republic shall pay the County a fixed fee of \$2.75 per Ton of Waste. Any Host Fee not paid when due shall bear interest from the due date until paid at the maximum rate allowed by applicable law. Republic shall not pay any Host Fee on Waste that County residents drop off at the Landfill at no charge to County residents.

9.1 Annual Community Development Payments. Beginning on the Fourth Amendment Effective Date, and on each anniversary of the Fourth Amendment Effective Date thereafter during the Term of the Agreement, Republic shall make an annual payment to the County of \$100,000 to be used for County community development projects in collaboration with Republic, to benefit the County and to highlight the partnership between the County and Republic. The County consents to Republic's use of all such collaborative projects between the County and Republic for all purposes including without limitation in Republic's public relations, marketing and similar materials.

9.2 Wireless Monopoles. Upon the Fourth Amendment Effective Date, Republic shall provide the County with a reasonable easement on the Landfill Site in the general location as indicated on Schedule D attached to this Fourth Amendment for the installation of three wireless monopoles, and shall make a one-time payment to the County of \$30,000 to assist with the County's wireless monopole project. Notwithstanding anything in this Agreement to the contrary, the County understands and agrees that Republic's primary interests and obligations are the safe and efficient management of the New Landfill, in compliance with Applicable Laws, permit conditions, and Republic's internal policies and procedures, and any installation and operation of wireless monopoles at the Landfill Site shall remain secondary to such interests. Notwithstanding anything in this Agreement to the contrary, County shall not interfere with Republic's compliance with any permits, authorizations, licenses, ordinances or regulations related to the Landfill, federal, state or local laws regarding wetlands, or with the lawful and safe management of the Landfill Site, including, without limitation, the maintenance and monitoring of the New Landfill. Notwithstanding anything in this Agreement to the contrary, Republic shall be free at all times during the

Term to take any action Republic deems necessary or desirable, in Republic's sole and absolute judgment, in connection with the New Landfill, including, without limitation, any action required to comply with any applicable law and permits, mitigate or eliminate any reaction within the New Landfill or to respond to community concerns, without regard to the effect of such action on the County's wireless monopole project.

9.3 Residential Drop-Off Waste Allowance. Beginning on the Fourth Amendment Effective Date and for each year thereafter during the Term of the Agreement, Republic shall allow County residents to drop off Waste at the Landfill at no charge to the residents up to a total annual amount of \$5,000."

7. Section 10.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

"10.2 Fee Adjustment. The Tipping Fees specified in Section 8 above shall be adjusted to increase or decrease in accordance with the CPI as specified on Schedule C attached hereto and made part hereof."

8. Section 12.1 of the Agreement, as amended by the First Amendment, Second Amendment and Third Amendment, is hereby deleted in its entirety and replaced with the following:

"12.1 Term. Subject to the terms and conditions of this Agreement, the term of this Agreement shall commence on the Effective Date, as defined in Section 1.9 as amended by the First Amendment, and shall continue through July 1, 2032, or until such earlier time as the New Landfill is, in Republic's discretion, completely filled or otherwise rendered unusable or unfeasible for use as a sanitary landfill. If this Fourth Amendment has not become effective by June 30, 2020, the Parties agree that the Term of this Agreement shall be extended through and including the sooner of the Fourth Amendment Effective Date or July 1, 2021."

9. Schedule B to the Agreement is hereby deleted in its entirety from the Agreement.

10. Schedule C to the Agreement is hereby deleted in its entirety and replaced with the following:

“AMENDED SCHEDULE C

On July 1 following the Effective Date of this Agreement, and on the first of July of each year thereafter for the duration of this Agreement, Tipping Fees provided for in Section 8 of this Agreement shall be adjusted in accordance with the following computation:

Step 1: $\text{CPI: April of Current Year} - \text{CPI: Previous April}$
= Index Point Difference

Step 2: $\frac{\text{Index Point Difference}}{\text{CPI: Previous April}} \times 100 = \text{Percentage Change}$

Step 3: $\text{Percentage Change} \times \text{Tipping Fees} = \text{Tipping Fee Change}$

Step 4: $\text{Tipping Fees} \pm \text{Tipping Fees Change} = \text{Adjusted Tipping Fees}$

Republic shall by June 1 of each year perform this calculation and advise the County of any adjustments in the Tipping Fees.”

11. It is specifically understood and agreed between the parties that the County will fully cooperate with Republic in securing any and all federal, state, local and regulatory agency permits, approvals, franchises, renewals and licenses, and in taking all actions necessary to allow Republic to continue to develop, construct, use and operate the New Landfill pursuant to the Agreement and subsequent amendments including without limitation this Fourth Amendment. The parties acknowledge that Republic securing any and all such necessary permits, approvals, franchises, renewals and licenses is fundamental and integral to this Fourth Amendment, and that it is in the best interests of both parties to ensure that all such permits, approvals, franchises, renewals and licenses are obtained.

12. The effective date of this Fourth Amendment (“Fourth Amendment Effective Date”) shall be the date that Republic has received any and all federal, state, local and regulatory agency permits, approvals, franchises, renewals and licenses for the continued development, use and operation of the New Landfill in accordance with the Fourth Amendment including without limitation (A) a solid waste disposal franchise from the County that reflects applicable provisions of this Fourth Amendment including without limitation the average maximum annual disposal rate set forth in Section 7.4(e)(ii); and (B) a final, non-appealable landfill operating permit from the North Carolina Department of Environmental Quality that reflects the applicable provisions of this Fourth Amendment including without limitation the average maximum annual disposal rate set forth in Section 7.4(e)(ii).

13. Except as set forth herein, the Agreement, First Amendment and Second Amendment shall remain in full force and effect. In the event of a conflict between the terms of this Fourth Amendment and those contained in the Agreement, First Amendment or Second Amendment, the terms of this Fourth Amendment shall prevail and control.

14. This Fourth Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the County and Republic have caused their respective duly authorized officers to execute this Fourth Amendment as of the day and year first above written.

[SIGNATURE BLOCKS ON FOLLOWING PAGES]

ATTEST:



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

[County Seal]

PERSON COUNTY, NORTH CAROLINA

By: David B. Newell Sr.
David B. Newell, Sr.
Chairman

Date: 9/23/2019

APPROVED AS TO FORM:

By: C. Ronald Aycock
C. Ronald Aycock
County Attorney

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

By: Amy Weitenberg
Amy Weitenberg
County Finance Officer

September 23, 2019

ATTEST:

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

By: _____

[Corporate Seal]

By: _____

Shane Walker
Vice President

Date: _____

RESOLUTION DECLARING TWO STRANDS OF FIBER SURPLUS PROPERTY AND AUTHORIZING LEASE OF TWO STRANDS OF FIBER:

Information Technology Director, Chris Puryear presented a request the County has received for the lease for two (2) strands of dark fiber to NC Wireless/RiverStreet (GREAT Grant recipient). Mr. Puryear noted that NC Wireless has deployed broadband service in remote areas of Person County the last two years and received positive feedback from customers. Person County has invested approximately \$250,000 in assisting NC Wireless deploy broadband service off the Mt. Tirzah, Bethel Hill, Bushy Fork and Woodland Towers. In addition, in May 2019, NC Wireless secured \$560,000 in State funding to expand its service in Person County to certain underserved areas.

Mr. Puryear stated the proposal was as follows:

- 20-year lease for an indefeasible right of use of two (2) strands of dark fiber,
- \$750 per strand mile (one-time), and
- \$175 per linear mile annual maintenance

The proposal represented a lease fee of \$78,000 paid at the lease signing and then an annual maintenance fee of \$9,100 for the first five (5) years of the lease.

Per NCGS 160A-272 (a1): Property may be rented or leased only pursuant to a resolution of the council authorizing the execution of the lease or rental agreement adopted at a regular council meeting upon 30 days' public notice. Notice shall be given by publication describing the property to be leased or rented, stating the annual rental or lease payments, and announcing the council's intent to authorize the lease or rental at its next regular meeting.

Mr. Puryear said staff recommended the Board to accept this offer and to adopt a Resolution Declaring Two (2) Strands of Fiber Surplus Property and Authorizing Lease of Two (2) Strands of Fiber with NC Wireless/RiverStreet thereby advertising the intent to enter into a lease agreement per NCGS 160A-272 (a1) upon approval at the Board of Commissioners' meeting on November 4, 2019.

A **motion** was made by Commissioner Clayton and **carried 5-0** to adopt a Resolution Declaring Two (2) Strands of Fiber Surplus Property and Authorizing Lease of Two (2) Strands of Fiber with NC Wireless/RiverStreet and to direct staff to advertise the County's intent to enter into a lease agreement.

**Resolution Declaring Two (2) Strands of Fiber Surplus Property and
Authorizing Lease of Two (2) Strands of Fiber**

Whereas, the Person County Board of County Commissioners desires to lease two (2) strands of its dark fiber to NC Wireless/RiverStreet for a 20-year term pursuant to North Carolina General Statute (NCGS) 153A-176, Article 12 of NCGS chapter 160A and NCGS 143B-1373; and

Whereas, there is excess capacity of its fiber network; and

Whereas, NC Wireless/RiverStreet has agreed to lease two (2) strands of such fiber at a competitive and non-discriminative rate of \$750 per strand mile with a recurring annual maintenance; and

Whereas, NC law permits the treatment of such a lease as a lease of personal property under an exception to the general law; and

Whereas, NC law requires a 30-day notice of intent to enter into such a lease.

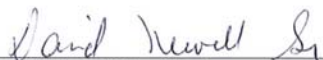
Now Therefore Be It Resolved by the Person County Board of County Commissioners that:

1. Two (2) strands of dark fiber (buffer tube and individual strands to be determined) are hereby declared surplus property eligible for lease pursuant to law, and
2. The two (2) strands specified in number 1 above are hereby authorized to be leased for a 20-year period to NC Wireless/RiverStreet, and
3. The Person County Manager and Clerk are directed to publish the required 30-day notice in the Roxboro Courier-Times local newspaper, and
4. The final sale shall be authorized at the Board of Commissioners' meeting scheduled on November 4, 2019 to effectuate the transaction.

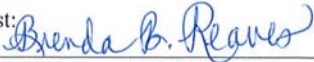
Adopted this 23th day of September 2019.



PERSON COUNTY BOARD OF COMMISSIONERS



David Newell, Sr., Chairman
Person County Board of Commissioners

Attest: 

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

September 23, 2019

ACTION TO RELOCATE THE BOARD OF COMMISSIONERS' NOVEMBER 4, 2019 REGULARLY SCHEDULED MEETING TO THE COUNTY OFFICE BUILDING AUDITORIUM:

Chairman Newell requested the Board's consideration to add to the agenda to relocate the Board's regularly scheduled meeting on November 4, 2019 to be held in the County Office Building Auditorium.

A **motion** was made by Chairman Newell and **carried 5-0** to relocate the Board's regularly scheduled meeting on November 4, 2019 to be held in the County Office Building Auditorium.

COMPREHENSIVE LAND USE PLAN STEERING COMMITTEE APPOINTMENTS:

Planning Director, Lori Oakley stated the Land Use Plan Steering Committee is a joint partnership for the county and city to update its Land Use Plan that is approximately 20 years old. Ms. Oakley said the Request for Proposals (RFP) to hire a consultant for the project was released on September 6, 2019 and staff anticipated presenting those proposals to the Board at one of the November board meetings.

Ms. Oakley said as a part of the process for updating the Land Use Plan, the county and city planning staff recommended each jurisdiction to establish a joint Land Use Plan Steering Committee to be comprised of ten (10) appointed individuals (5 from the city and 5 from the county). Of those five individuals for each jurisdiction, three will be citizen representatives, one representative will be from the governing body and one representative will be from each jurisdictions' Planning Board.

Ms. Oakley noted an ad was published in the local newspaper on Aug. 17 and 21 soliciting interested citizens to serve on the committee; the ad was also posted to the County's Facebook page on Aug. 21 and to the City's Facebook page on Aug. 22 as well as the County's webpage on Aug. 23.

Ms. Oakley reported that the County received seven applications and the City received one application by the advertised deadline on Aug. 26.

Interested citizen applications received to represent the County were:

- (1) Margaret Bradsher (city resident) (Ms. Oakley noted staff recommendation was to allow the City of Roxboro to nominate and appoint Ms. Bradsher),
- (2) Glen Brent,
- (3) Lacy Winstead, Jr., (Ms. Oakley stated Mr. Winstead withdrew his application from consideration),
- (4) Bruce Whitfield, (Ms. Oakley stated Mr. Whitfield withdrew his application from consideration),
- (5) Phillip Reams,
- (6) James (Jamie) Daniel, II,
- (7) C. Bernard Obie,
- (8) Barry Foushee (Ms. Oakley stated Mr. Foushee's application was received after the advertised deadline).

Ms. Oakley noted that since each jurisdiction was looking to fill three (3) citizen seats, the City chose to extend their deadline through the month of September to recruit for the two remaining committee members.

Ms. Oakley said staff asked the Planning Board members at their August 8, 2019 Planning Board meeting who would be interested in serving on the Land Use Plan Steering Committee. Robert Allen was the only Planning Board member who requested to be appointed to the committee.

Lastly, Ms. Oakley requested that one Commissioner be appointed to serve on the committee as well.

Ms. Oakley requested the Board to nominate and appoint three citizens from the interested citizen applications, appoint Robert Allen as the Planning Board representative and one Commissioner to serve on the Land Use Plan Steering Committee.

Chairman Newell made a **motion** to re-advertise to correlate with the City's deadline which he later **withdrew** prior to consideration.

A **motion** was made by Vice Chairman Jeffers and **carried 5-0** to appoint C. Bernard Obie to the Comprehensive Land Use Plan Steering Committee.

A **motion** was made by Commissioner Clayton and **carried 5-0** to appoint Barry Foushee to the Comprehensive Land Use Plan Steering Committee.

A **motion** was made by Commissioner Puryear and **carried 5-0** to appoint James Daniel, II to the Comprehensive Land Use Plan Steering Committee.

September 23, 2019

A **motion** was made by Chairman Newell and **carried 5-0** to appoint Robert Allen, Planning Board representative to the Comprehensive Land Use Plan Steering Committee.

A **motion** was made by Commissioner Puryear and **carried 5-0** to appoint Commissioner Powell to serve on the Comprehensive Land Use Plan Steering Committee.

ANIMAL ADVISORY COMMITTEE APPOINTMENTS:

Clerk to the Board, Brenda Reaves presented the following for consideration of appointment noting the Animal Advisory Committee has an unspecified term.

- Deputy Heath Gill will replace Deputy Ben Massey as the Sheriff's Department representative.
- Cathy Williams (citizen-at-large representative) resigned from the Animal Advisory Committee in August and after advertisement on the county website the following two citizens expressed interest to serve:
 - 1) Cynthia Martin
 - 2) Patti Byrd

A **motion** was made by Commissioner Puryear and **carried 5-0** to appoint Deputy Heath Gill to serve as the Sheriff's Department representative, and to appoint Cynthia Martin as the citizen-at-large representative.

CHAIRMAN’S REPORT:

Chairman Newell had no report.

MANAGER’S REPORT:

County Manager, Heidi York reported that she would be on conference call later this date with the YMCA’s representative to discuss the County engaging with a consultant to complete a feasibility study.

COMMISSIONER REPORT/COMMENTS:

Vice Chairman Jeffers commented that he desired to call-in for the Board’s October 7, 2019 regular scheduled meeting as he would be out of town.

Commissioner Clayton commented that he desired to call-in for the Board’s October 21, 2019 regular scheduled meeting as he would be out of town.

There were no reports from Commissioners Puryear and Powell.

ADJOURNMENT:

A **motion** was made by Commissioner Puryear and **carried 5-0** to adjourn the meeting at 9:27am.

Brenda B. Reaves
Clerk to the Board

David B. Newell, Sr.
Chairman