

PERSON COUNTY BOARD OF COMMISSIONERS
MEMBERS PRESENT

Jimmy B. Clayton
Kyle W. Puryear
B. Ray Jeffers
Samuel R. Kennington
Frances P. Blalock

JULY 5, 2011
OTHERS PRESENT

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 Tuesday, July 5, 2011 at 7:00 p.m. in the Commissioners' meeting room in the Person County Office Building.

Chairman Clayton called the meeting to order, led invocation and asked Commissioner Kennington to lead the Pledge of Allegiance.

DISCUSSION/ADJUSTMENT/APPROVAL OF AGENDA:

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

PUBLIC HEARING: (Continued from June 6, 2011)

REQUEST BY BM DEEPWATER DEVELOPMENT, LLC FOR A SPECIAL USE PERMIT FOR A CLUSTER OPEN SPACE DEVELOPMENT WITH A VARIATION TO THE ROAD REQUIREMENT OFF OF PINESBOROUGH ESTATE ROAD, CUNNINGHAM TOWNSHIP:

Chairman Clayton stated the public hearing set to hear a request by BM Deepwater Development, LLC for a Special Use Permit for a Cluster Open Space Development with a Variation to the Road Requirement off of Pinesborough Estate Road, Cunningham Township required a quasi-judicial zoning decision whereby witnesses are to be sworn in and subject to cross examination, no ex parte communication and requires findings of fact. Chairman Clayton administered the Oath of Sworn Testimony to the following individuals who would offer testimony during the public hearing:

Paula Murphy
Tinsley Hughes
Lorraine Lawson
Theresa Hughes

Ricky Clay
Donna Clay
John Rimmington
Doug Bowman

Alan Hicks
Neal Hamlett
Bob Rose
Brenda Daniel

July 5, 2011

Planning Director, Paula Murphy told the Board that the request by BM Deepwater Development LLC is for a Special Use Permit for Tax Map A24 Parcel 177 for a Cluster Open Space Development and Major Subdivision on Estate Road off of Pinesborough Estate Road and Zion Level Church Road in the Cunningham Township. Ms. Murphy stated this request was unique in that the applicant is also asking for a variation to the subdivision ordinance for Pinesborough Estate Road. Ms. Murphy noted the request for variation does not require a Special Use Permit but will be considered by the Board by separate vote apart from the Special Use Permit recommendation.

Ms. Murphy stated the property in question consists of 86.86 acres and 31 lots are proposed all on Hyco Lake with each lot will be served by individual water and septic.

Ms. Murphy told the Board per the ordinance, Cluster Open Space of at least thirty (30%) percent is required and subject to a conservation easement. Ms. Murphy stated the Conservation Easement has been presented and approved by the County Attorney noting a copy was distributed to the Board. Ms. Murphy stated the total acreage of the Conservation Easement is 26.06 acres for a total of 30% noting the area would remain forested and the covenants will not allow boat docks.

Ms. Murphy stated roads within a Cluster Open Space can be built to NC Department of Transportation (NCDOT) standards but the Board can approve a lesser design. Ms. Murphy stated the road (Estate Road) with the Cluster Open Space will be designed as follows:

- A. Lots 1-15 and 28-31 will have 18 feet of pavement.
- B. Lots 16-27 will be a gated community and the proposed road will be 12 feet wide with a fifty foot right of way. There will be a twenty foot entrance at the gated cul-de-sac as shown on the plan and a cul-de-sac at the end of Estate Road. Turnarounds must meet Section 51-2(d) of the Subdivision Ordinance which requires seventy feet for emergency vehicles to travel and turn around.

Ms. Murphy noted a section of Estate Road, from the intersection with Pinesborough Estate Road to the proposed Reserve Subdivision that is existing. At the intersection with Pinesborough Estate Road, Estate Road will have a divided road entrance with twenty feet of pavement on both ingress and egress. The remainder of the road will be 18 feet of pavement. The existing part of Estate Road is the Cane Creek Subdivision which consists of six lots. There is a note on the proposed plat which shows the Deed Book and pages where the use of the road has been granted by the current land owners. Ms. Murphy pointed to the map on the bulleting board and highlighted the colored areas as follows:

Green = vacant space with no residents
Yellow = Non-permanent residents space
Red = full time residents space

Ms. Murphy stated access to the development will be off of Zion Level Church Road on Pinesborough Estate Road. Pinesborough Estate Road splits and the northern portion becomes Estate Road and the southern portion continues as Pinesborough Estate Road. This proposed subdivision will be on Estate Road. Pinesborough Estate Road, with a variable width right of way between fifty and sixty feet with approximately eighteen feet of pavement, was developed during the 1960's, prior to any county subdivision regulations. Ms. Murphy stated the developer has been unable to acquire additional right of way to bring the existing road up to NCDOT standards, therefore, the need for a variation to the subdivision ordinance regulations. The developer is asking for a variation to the existing road to allow the expansion of what is known as Estate Road. Pinesborough Estate Road from Zion Level Church Road to Estate Road will be repaired with 8 inches of ABC stone and two inches of binder asphalt. There will be two inches of overlay asphalt to the same width of the existing road. The Subdivision Ordinance in Section 71 states: "Where , because of topographical or other conditions peculiar to the site, strict adherence to the provisions of the regulations of this Ordinance would cause an unnecessary hardship (monetary considerations are not a proper criterion in determining unnecessary hardship), the subdivider may request a variation. Such request must be submitted in written form and explain the need for such variation. Any and all variations shall be forwarded to the County Commissioners with recommendation and rationale for approval or disapproval by the Planning Board. Any variation thus authorized by the County Commissioners required to be entered in writing in the minutes of the County Commissioners and the reasoning on which the departure was justified shall be set forth." Ms. Murphy noted a copy of the requested variation was distributed to the Board.

In granting a Special Use Permit, Ms. Murphy stated the following needs to be addressed according to Section 74-4:

1. That the use will not materially endanger the public health or safety if located where proposed and developed according to the plan as submitted and approved.
2. That the use meets all required conditions and specifications.
3. That the use will not substantially injure the value of adjoining or abutting property, or that the use is a public necessity, and
4. That the location and character of the use if developed according to the plan as submitted and approved will be in harmony with the area.

Section 160-5 (b) of the ordinance requires a written recommendation from the Planning Board that addresses that the proposed amendment is consistent with the comprehensive plan. Ms. Murphy stated it does not have to be, but if it is, the Board needs to state why. The County's future land use map shows this area as Rural Residential. This allows for low-density residential (single site-built and manufactured homes). An objective of the land use plan is to plan and zone for open space, recreational, agricultural or low intensity uses within environmentally sensitive areas such as floodway fringes. Section 1.5.1 of the land use plan states "Adopt new residential subdivision design standards that encourage clustering of homes to conserve open space, reduce infrastructure installation and maintenance costs, and reduce negative impacts of storm water runoff.

Ms. Murphy gave the Board the Planning Board's recommendations to be addressed in the Special Use Permit process, if approved:

1. The road to be constructed as noted in the Special Use Permit, 18 feet of pavement on part of Estate Road and twelve feet of pavement in the gated community portion. Road plans to be presented to the Planning Department for approval. The developer is responsible for having the Final Road inspected and a letter given to the Planning Department stating that it meets the approved plans. Road must be approved prior to signing of the Final Plat.
2. An Erosion and Sedimentation Control Plan to be submitted to NCDHNR, Division of Land Resources, Land Quality Section and a copy of the approved plan and letter to be submitted to the Planning Department.
3. A Road Maintenance agreement is to be prepared, reviewed and approved by the County Attorney prior to approval of the final plat.
4. No wells or septic systems to be located within the designated thirty percent required open area.
5. Conservation Easement to be recorded prior to approval of the final plat.
6. Conservation Easement to be amended to not allow boats or trailers within the Conservation Easement.
7. All other requirements of the Subdivision Regulations of Person County.

Ms. Murphy stated the Board must also address the Findings of Fact as noted in Section 74-4 and state whether it is consistent with the comprehensive plan per Section 160-5(b) as well as address the issue of the request for a variation.

Ms. Murphy stated the Planning Board held a Public Hearing on May 12, 2011 and voted 7 to 0 to recommend approval of the Cluster Open Space and Major Subdivision with staff comments and conditions as listed above noting that it was in keeping with the comprehensive plan Section 1.5.1 and met the Findings of Fact. The Planning Board also voted 7 to 0 to recommend approval of the variation to the roads according to the letter presented by Mr. Neal Hamlett and the fact that the roads could not be improved to NCDOT standards.

Commissioner Kennington asked Ms. Murphy why the developer was unable to get all the residents to agree to right-of-way. Ms. Murphy stated she did not know the actual reason but confirmed he did not get the right-of-way therefore the road could not be brought up to DOT standards. Ms. Murphy suggested the developer may be able to answer the question better. Commissioner Kennington stated he would ask him.

The following individuals spoke as proponents of the request by BM Deepwater Development, LLC for a Special Use Permit for a Cluster Open Space Development with a Variation to the Road Requirement off of Pinesborough Estate Road, Cunningham Township:

Mr. Doug Bowman of 844 Pinesborough Estate Rd, Semora and permanent resident on the road stated it is his understanding the subdivision would be accessed by the shared portion of Pinesborough Estates which represents from Zion Level roughly to Estate Road. Mr. Bowman stated background of the tax value according to what is on GIS, there is roughly \$20 million of tax value at stake which will balloon to roughly \$40 million once the 31 lake lots included in the subdivision are fully developed. Mr. Bowman stated Pinesborough Estate Road is roughly a 1 ½ lane road over 1 mile long built on an improper road bed, rapidly decaying due to a number of reasons, primarily from large, heavy trucks. Mr. Bowman noted the road is rough in places that a driver would have to veer off the road to avoid the potholes noting two residents have blown tires by doing so. Mr. Bowman stated he is a proponent of the subdivision concept but noted his opposition to the variance in its current form. Mr. Bowman stated the opportunity to modify variance that might be acceptable to the residents. Mr. Bowman reminded the Board the regulations do require protection of the value of the neighboring area. One of the forms of long term protection is that mandated by the regulations requiring the subdivision roads meet the minimum subdivision road standards. Mr. Bowman's review of the regulations is to advocate for the development of public not private roads and states the Planning Board encourages the subdivider to use the public designation and give careful consideration the design streets in accordance with those standards. Mr. Bowman noted his understanding of the waiver available for an unnecessary hardship. To that point, Mr. Bowman asked if any efforts been made to obtain right-of-ways, if even required, and if so, are they reasonable or not. Mr. Bowman reminded the Board the challenges were overcome to obtain the access easement off of Estate Road noting the efforts required to do that were not insignificant. As a resident of the road, Mr. Bowman questioned why similar efforts would do be successful to obtain right-of-way needed for the shared portion of Pinesborough Estate Road. Mr. Bowman stated at least two documents play into the maintenance of Pinesborough Estate Road, one is the subdivision covenants dated 1967 and the other is a maintenance agreement executed in 1993 on a voluntary basis by certain landowners on Pinesborough Estate Road. Mr. Bowman noted the fact that not all Pinesborough Estate Road landowners are bound to the agreement is a severe problem that is yet to be resolved that has led to insurmountable funding deficiencies for road maintenance and will only be further exacerbated by the proposed variance. The subdivision covenants dated 1967 addressed no maintenance provisions and there is no association or formal organization and were put into effect prior to subdivision regulations existed which creates legal questions not addressed in the subdivision documents under consideration, i.e. whether the Pinesborough Estate Road subdivision covenants extend to landowners along the shared portion of the Pinesborough Estate Road. Mr. Bowman stated Lot 1 is located at the point where Estate Road comes into Pinesborough Estate Road. As residents, who is responsible or who has the authority to negotiate the maintenance of the shared portion of

Pinesborough Estate Road. Mr. Bowman stated the existing maintenance agreement does not extend to the shared portion unless a resident at that time voluntarily agreed to join the maintenance agreement. Mr. Bowman stated the maintenance agreements are the root cause of the funding problems for maintenance that exists today. As an officer of the existing Pinesborough Estate Road Maintenance Committee for as part of the 1993 agreement, Mr. Bowman noted significant concerns that the existing language of the proposed new subdivision declarations and covenants do not adequately address the subdivision's resident's obligations to contribute to the maintenance of the shared portion of Pinesborough Estate Road. Until the answers to the aforementioned legal questions are determined, it may not be possible to properly draft appropriate maintenance language into the subdivision's existing declarations and covenants. Mr. Bowman stated permanent consequence of granting the proposed variance and a summary is his final points. As discussed, the documents state the construction standards are to be 8 inches of ABC stone and 2 inches of asphalt, etc., Mr. Bowman noted the requirements do not address the underlying drainage problems that plaque the road today and the reason for the problems, further noting the terms of the proposed variance in its current form are essentially a short-term fix rather than a long-term solution. As Treasurer of the Road Maintenance Agreement, Mr. Bowman stated the costs of on-going maintenance to Pinesborough Estate Road is exorbitant and will continue to be for the future residents of the subdivision and current Pinesborough Estate Road residents absent an appropriate solution. Mr. Bowman stated his support the developer's intentions but believes some opportunity to ask some responsibility. Mr. Bowman respectfully requested the Board to uphold the subdivision regulations and require the shared portion of Pinesborough Estate Road by which the new subdivision will be accessed to be updated for DOT specs unequivocally and without variation. Mr. Bowman stated if the Board decides a variation to the road design standards is the best win-win solution, he respectfully requested the Board continue the meeting so to resolve the open, legal questions to get all involved the opportunity to come to the right solution. As a taxpayer of Person County and on behalf of fellow home-owners on Pinesborough Estate Road and future residents of the new subdivision who will be neighbors, to see and interact with, share the lake with, become friends, I submit there is insufficient merit to granting a variation at least in its current form to the minimum road design standards. Mr. Bowman stated the need for a safe and traversable road for years to come. Emergency vehicles and other necessary vehicles, i.e. school buses need to not be at risk. Mr. Bowman stated he and other permanent residents have school-aged children so this issue is relevant. If the Board feels this is in the best long-term interest of the current Pinesborough Estate Road residents and future residents of the proposed new subdivision to grant a variance, Mr. Bowman respectfully requested to continue the meeting to resolve the questions as to exactly which parties can be at the table to negotiate the shared portion and what is the best solution, noting it may not be that the new subdivision participate in proportionate use maintenance, maybe that subdivision become the primary party responsible for that maintenance and that the existing 1993 agreement be a participant in that maintenance as a reverse of what is being proposed. Mr. Bowman stated the 1993 agreement does not control the effort and is not clear as to which document does. Mr. Bowman stated the subdivision could be a positive

July 5, 2011

step for Person County and Hyco Lake and noted his support that it happens in a responsible manner.

Commissioner Jeffers asked Mr. Bowman what percentage of the voluntary residents participate in the maintenance agreement. Mr. Bowman responded roughly 40% of the residents have signed on with about 25% of the residents actually paying.

Vice Chairman Puryear asked Mr. Bowman on an average how much is spent on maintenance of the road. Mr. Bowman stated several years of funds are accumulated before consideration of maintenance with approximately \$30,000 spent each time. Vice Chairman Puryear asked when the last maintenance was done. Mr. Bowman stated at least 3 years since the last maintenance was done which tends to be a patch and fix solution because there are not enough funds to adequately support maintenance as it should be done due to drainage problems not addressed when the original road was put in. Mr. Bowman further stated the road has some ditches and shoulders but there are not adequate ditches or shoulders.

Commissioner Jeffers asked Mr. Bowman how many feet is 1 ½ lane of road. Mr. Bowman stated the road varies between 12 to 18 feet noting he was not sure of the DOT standard. Mr. Bowman encouraged the Board to view the road and drive it and not hit a pot hole.

Mr. Alan Hicks of 400 N. Main Street, Roxboro and attorney for the developer commended Mr. Bowman on his clear manipulation of the rules in signing up as a proponent and speaking in opposition thereto. Mr. Hicks asked the group to give attention to the GIS rendering (map on the bulletin board provided by Paula Murphy) and pointed out Zion Level Church Road to the point that is referred as the shared portion of Pinesborough Estate Road by Mr. Bowman noting the area further as platted on public record as Estate Road. Mr. Hicks illustrated the direction of Pinesborough Estate Road continuation noting the part of the road not involved in the discussion. Mr. Hicks confirmed for the meeting's discussion the point from Zion Level Church Road to the intersection with Estate Road and from Estate Road to the property currently proposed for development. Mr. Hicks stated he would allow Mr. Rose, principal developer, to address the question of what efforts have been made to obtain additional right-of-way along the shared portion of the Pinesborough Estate Road which is what is necessary in order for the variation as requested not to be needed. Mr. Hicks stated those efforts have been made and is not an issue of money, it is an issue of people not wanting to grant additional right-of-way because of various features with respect to their own property that they do not want to be disturbed. Mr. Hicks stated his fascination by Mr. Bowman's reference to the two recorded documents, the 1967 restricted covenants for the Pinesborough Estate subdivision which do not address road maintenance at all as he pointed out and the 1993 effort to get as many folks as possible to sign up on a road maintenance agreement. Mr. Hicks stated, as Mr. Bowman eluded to, that was not 100% successful which is very seldom is when you have a mature subdivision that did not get properly documented initially and needs to be documented after the fact. Mr. Hicks

stated the Road Maintenance Committee however, as Mr. Bowman pointed out, is functioning currently and has functioned for quite some time. The issue of whether or not the language the developer currently proposes for inclusion in its restricted covenants to obligate the owners of lots in the new proposed Open Cluster subdivision to contribute to the common maintenance of this portion of Estate Road (pointing at map) as well as to the shared portion of Pinesborough Estate Road. Mr. Hicks stated he gave the County Attorney a copy of the proposed covenants this date. Mr. Hicks noted the county retains by ordinance, the right to approve, to suggest, and to require changes subsequent to acting upon these requests before the Board for the major subdivision/open concept Special Use Permit approval and the variation approvals the covenants and road maintenance provisions before allowing the recording of the subdivision plat. Mr. Hicks noted there is language in the proposed covenants at present that says in summary that the assessments levied by the association shall be used exclusively for various purposes and one of which is maintaining all roads used to access the subdivision along Pinesborough Estate Road and Estate Road on a proportionate basis with other lot owners for the section utilized by the Reserve. Mr. Hicks stated Mr. Bowman was correct in decrying the fact that all the owners who use Pinesborough Estate Road have not signed up for and are not contributing to their share of the common maintenance that is an issue that this developer takes where he finds it and willing to subject the lots in the Open Cluster subdivision to that same risk which is a significant factor. Mr. Hicks stated it appears what Mr. Bowman would have the Board to do is use this developer as an opportunity for Pinesborough Estate subdivision to get a do-over on the unfortunate situation in which it finds itself when in fact, this developer is willing to put itself and its economic return on its lots in that same unfortunate situation. Mr. Hicks stated it is noteworthy that the intention of the developer is beginning at this point (illustrating on map) noting Estate Road is not currently paved but a gravel road but going to be paved to state spec. Mr. Hicks pointed out on the map where the variation is being requested noting the developer's intention and commitment willing to be made a contingency of approval of the variation and the subdivision is to fix all the pot holes filling in with 8 inches of stone, putting 2 inches of asphalt on top the stone and then putting an additional 2 inches over the entire paved portion of Pinesborough Estate Road from this intersection to Zion Level Church Road. Mr. Hicks stated the legal issues that Mr. Bowman speaks about are those of the existing owners in which this developer is willing to share, willing to become a part of and willing to improve the road as it exists and share in the same risks that Mr. Bowman talks about. Mr. Hicks stated the developer is committing in its covenants to bare its fair share of the on-going maintenance costs in addition to its commitment to significantly improve the shared portion of Pinesborough Estate Road. Mr. Hicks stated as Ms. Murphy correctly pointed out the two issues are the variation request and the major subdivision application/Special Use Permit for Open Cluster development which is an overlay of the major subdivision approval process. Mr. Hicks told the group the developer agrees with all the staff recommendations for conditions to be attached to that approval and would submit to the Board that the proposal before the Board presents no danger to public safety, improving a road's condition from the condition it now exists as well as designing the balance of the road from there into the new subdivision to state specification in designing and constructing nor is there any injury to property values

which Mr. Bowman remarks reflected. Mr. Hicks stated the Planning Director pointed out that the open concept/cluster development is completely consistent with the comprehensive plan to encourage this kind of use and involves 26 acres set aside with the Conservation Easement areas sufficiently interspersed in among the lots so that will not allow boat house after boat house on developed lots. The Conservation Easement will break up the shoreline appearance which in some folks' perspective is an issue for Hyco in general. Mr. Hicks stated the development is in harmony with existing development in the area and would be a win-win situation for all those involved. Mr. Hicks emphasized strongly that from the developer's perspective what Mr. Bowman suggested as serving as the catalyst to help the folks at the existing Pinesborough Estate development get something that when their development was created in the 60's did not exist and has not existed since is not the role of the Board. The questions are: is it a danger to public safety, is there any injury to property values, is it consistent with the comprehensive plan and in harmony with the area. Mr. Hicks noted the area is going to be improved as a result, not only the shared portion of Pinesborough Estate Road but Estate Road as well and the Board is urged to approve both the major subdivision application with the cluster concept overlay and the variation request with those conditions with what is to be done to the existing shared portion of Pinesborough Estate Road. Mr. Hicks stated Mr. Hamlett, the surveyor who did the concept plan and Mr. Rose, principal of the developer are also available and signed up as speakers to answer any questions.

Commissioner Jeffers asked Mr. Hicks to point out the shared portion on the map. Mr. Hicks illustrated using the map on the bulletin board the point at Zion Level Church travels and intersects with Pinesborough Estate Road highlighting the shared portion on Pinesborough Estate Road to the Estate Road intersection. Mr. Hicks confirmed that Estate Road is not currently paved and Pinesborough Estate Road is currently paved in the condition that Mr. Bowman referred to.

Vice Chairman Puryear asked Mr. Hicks to repeat the road improvements that the developer would go along not including the part to be state approved. Mr. Hicks stated all the pot holes on the shared portion (Pinesborough Estates Road) are to be filled with 8 inches of stone with 2 inches of asphalt on top of that and then an additional 2 inches cover of the entire paved portion of the whole shared portion of the road.

Commissioner Blalock asked Mr. Hicks if the variation has to be approved before the subdivision can be approved. Mr. Hicks stated that is the position the Planning Director assumed when she indicated to the Board during her presentation to first pass the variation and then upon the concept plan. Mr. Hicks noted his interpretation of the way the ordinance reads is that the Board can in either order, further noting Section 77-6 of the ordinance, first paragraph indicates deals with the roads internal to the subdivision, the ones referred to as being 18 feet or 12 feet depending on which portion of the subdivision one may be at. Mr. Hicks stated the second sentence talks about having access off an NCDOT secondary road deals with how you get to the subdivision before you start using those internal subdivision roads referred in the first paragraph. Mr. Hicks noted the last sentence of 77-6 that gives rise to the variation request.

Commissioner Kennington asked Mr. Hicks where the present Estate Road branches off of Pinesborough Estate, that road will be constructed to DOT standards. Mr. Hicks answered affirmatively. Commissioner Kennington asked if all homeowners presently on Estate Road have given the proper easements. Mr. Hicks stated easements have been obtained from the owners to allow Estate Road to be used to access the property. Commissioner Kennington asked if the only road then not to DOT standards would be the shared portion of Pinesborough Estate. Mr. Hicks answered affirmatively. Mr. Hicks stated Mr. Rose can address better than he what efforts have been made noting not every portion of Pinesborough Estate where additional right-of-way would be needed but there are significant enough portions that has proved to be impossible to do so. Mr. Hicks stated the interesting thing about this is when Pinesborough Estates was initially developed in the 1960s, the recorded subdivision plat starts here (pointing to Lot 1 area on the map on the bulletin board) with no comprehensive plat on record of the shared portion, with bits and pieces of it recorded associated with first one lot, then another this area was subdivided. Mr. Hicks noted this was done back in the 60s back in the days when folks just weren't as attuned to the niceties of legal access as they are today. Mr. Hicks pointed to Lot 1 of the subdivision noting others were developed willy nilly in bits and pieces over the years thereafter and further noting there is not a public record a single comprehensive map showing the entire course of the shared road.

Commissioner Blalock asked if school buses currently go into that area. Mr. Hicks deferred the question to Mr. Bowman. Mr. Bowman stated the buses have to turn around there to his knowledge noting he was not aware there were any school-age children permanently living on the road until recent years.

Commissioner Jeffers asked Mr. Bowman as an officer of the Maintenance Committee, where would maintenance be provided on the road. Mr. Bowman stated maintenance would be provided for the entirety the mile long plus road. Commissioner Jeffers asked Mr. Bowman who makes the decisions of what gets repaired and where. Mr. Bowman stated those decisions are made during their annual meeting that the officers participate. Commissioner Jeffers asked Mr. Bowman at 3 years ago when maintenance was done, what part of the road was done. Mr. Bowman stated it was a lot of patch work here and there.

Commissioner Kennington asked Mr. Hicks if he said he presented the County Attorney a road maintenance agreement tonight. Mr. Hicks stated the covenants for the proposed subdivision which includes road maintenance language was given to the County Attorney. Commissioner Kennington asked the County Attorney if the Board has it. County Attorney, Ron Aycock stated he just received it tonight and the Board does not have a copy. Mr. Hicks told Commissioner Kennington that is something that happens later in the process anyway as a condition of plat recording. Mr. Hicks stated it would be helpful to show that commitment had already been made by the developer. Commissioner Kennington stated still no commitment to maintain after his initial improvement. Mr. Hicks stated the covenants given to Mr. Aycock tonight obligate the owners of the lots in

the portion to be developed to participate on a per lot basis with everybody in Pinesborough Estates to maintain the shared portion of the road. Commissioner Kennington asked if the new subdivision owners choose not to participate. Mr. Hicks confirmed the developer is committing to participate on a per lot basis in the maintenance of the road (pointing on the map from Estate Road through the shared portion of Pinesborough Estate Road). Mr. Hicks pointed on the map, according to his research, there are 3 owners in the Cane Creek Landing subdivision served by Estate Road that are subject to the existing 1993 road maintenance agreement. Mr. Hicks noted just like other portion of Pinesborough Estate Road where there are folks that use it and don't participate in the maintenance (pointing to the map of the full length of Pinesborough Estate Road), the same thing applies to those owners in the Cane Creek subdivision which uses Estate Road. Commissioner Kennington asked if the residents of the proposed subdivision become part of the 40% that participate in the road maintenance agreement yet voluntarily will participate monetarily. Mr. Hicks stated it would be obligatory, a part of the covenants agreed to when buying a lot. Commissioner Kennington stated they are in essence assuming the obligation to maintain the present Estate Road and the shared Pinesborough Estate. Mr. Hicks stated they would participate along with everybody else, not to maintain exclusively but to pay their per lot share the same way everybody else pays their per lot share. Mr. Hicks stated it is only voluntary for those folks who never signed on to the 1993 agreement noting that is not a problem to be fixed.

Commissioner Blalock asked whose responsibility to execute the maintenance agreement. Mr. Hicks stated the maintenance agreement will be contained in the covenants that the developer will record before he ever sells the first lot at which time will apply to every one of the lots. Mr. Hicks stated the ordinance requires the developer to do that by which the Planning Department receives and the County Attorney signs off the maintenance language before the developer can record his subdivision.

Mr. Hicks asked the Board if they had any additional questions of him or of Mr. Rose or Mr. Hamlett. Commissioner Kennington confirmed with Mr. Hicks that all residents on Estate Road gave the proper right-of-way but only some people that are on the shared portion of Pinesborough Estate that did not want give the right-of-way. Commissioner Kennington asked how many landowners (pointing at the map on the shared portion of Pinesborough Estate Road) chose to give the right-of-way and how many chose not to give right-of-way. Mr. Hicks stated he could answer the first part of the question and he would ask Mr. Rose to address the second part. Mr. Hicks stated there are approximately, according to County GIS information, at least 8 property owners on the shared portion of Pinesborough Estate Road which does not include a cemetery for Zion Level Baptist Church as well additional lots served by another road that comes off of Pinesborough Estate just after it leaves Estate Road with 5 or property owners. Mr. Hicks asked Mr. Bowman if any of 5 additional property owners noted participating in the maintenance of Pinesborough Estate Road. Mr. Bowman stated at least one was participating and he would have to check the records to verify if there are others. Commissioner Kennington asked how many of the 8 did not want to give a right-of-way.

Mr. Hicks asked Mr. Rose to come forward to address what contacts he has had with those folks and the responses.

Mr. Bob Rose of 3550 S. Church St., Burlington and principal developer stated he ran into a lot of opposition from people to participate. When asked to speak with the folks, Mr. Rose stated people that did not want anything changed, i.e. no trees removed, landscaping material and not interested in giving up any property. Mr. Rose stated he chose not to push any harder. Commissioner Blalock asked Mr. Rose if they were aware that they have to pay for part of the maintenance or if the state has this road, there would be no maintenance. Mr. Rose stated they did not speak about that. Mr. Hicks added the sad part is with the possible exception of one of those lots up on the water that Mr. Bowman referred to none of those folks are contributing anyway so they probably could care less. Commissioner Blalock stated with the new maintenance agreement, will they be required. Mr. Hicks stated the only folks who will be required to participate will be the ones who have already signed off on the 1993 Pinesborough Estate Road maintenance agreement and the all the owners in the new subdivision discussing tonight. Mr. Hicks added the folks who never signed the original Pinesborough Estate agreement, they will not be required to. Mr. Hicks stated they ought to be ashamed not to, but nobody can make them. Commissioner Kennington asked Mr. Rose if he talked to all 8 owners. Mr. Rose stated he only talked to a couple of them. Commissioner Kennington asked why he did not talk to all 8. Mr. Rose stated he ran into a problem right upfront and abandoned the thought.

Commissioner Blalock commented that Mr. Bowman would like to see this tabled until some of this could be resolved, which is why the question was asked if the development could be approved before the variation. Mr. Hicks responded that was a technical possibility that would render the developer unable to effectuate his open concept plan.

Commissioner Jeffers inquired the repairs to the shared portion would still be at the same width of the road that is currently there. Mr. Hicks stated in all likelihood if the Board were to approve the cluster development concept plan but not act on the variation, it simply would not happen, there would be no cluster development.

Commissioner Kennington asked Mr. Rose if he talked with the present 1993 officers in charge of the voluntary maintenance of Pinesborough Estate Road to see if they could help you secure any of the right-of-ways. Mr. Rose stated his only conversation was with Darryl Madden to make sure his part of the subdivision would take care of the roads they used. Mr. Bowman confirmed for Mr. Hicks that Mr. Madden is the President of the Association.

Commissioner Jeffers asked Mr. Hicks for the shared portion coming from Zion Level if it totally 18 feet the full length or could be 12- 18 feet depending where you are in the road. Mr. Hicks stated the developer proposal is to completely repave whatever width is currently on the road. Commissioner Kennington stated it would be voluntary

after paved to maintain from that day forward. Mr. Hicks stated the folks in the new development would be obligated to contribute just like the folks that signed up on the 1993 Pinesborough Estate Road maintenance agreement. Mr. Hicks stated unfortunately that road maintenance agreement was old enough to not have much teeth in it either as Mr. Bowman knows and further commented there is a State statute that allows the road maintenance association to go after those folks legally on small claim basis.

Chairman Clayton asked how many were in the 1993 agreement. Commissioner Jeffers recounted it was said 40% included with 25% paying. Mr. Bowman stated the number of residents included was in the high thirties. Chairman Clayton asked Mr. Bowman how many lots participated. Mr. Bowman stated he would have to look at the documents to give an exact number but in the range of 36 to 39 families. Chairman Clayton asked how many lots in the new development. Mr. Rose stated 31 lots in the new development. Chairman Clayton stated approximately 67 individuals required to contribute to the maintenance of the road. Commissioner Kennington stated that was not correct because it is voluntary for the 1993. Commissioner Jeffers added voluntary for the 36 to 39 but the 31 will be obligated. Mr. Hicks stated the 36 to 39 that Mr. Bowman estimated signed the 1993 agreement; it is not voluntary for them either. Mr. Hicks added the road maintenance association has not had the resources to go after those people legally, but could as they are obligated because they signed off on the 1993 agreement. Mr. Hicks stated his belief Chairman Clayton was correct. Chairman Clayton stated if they signed the agreement, they are obligated however they may not be enforcing it, which is the difference. Commissioner Jeffers asked Mr. Bowman if 39 families are paying or 39 families are signed but getting money from roughly 20 of them. Mr. Bowman affirmed only receiving money from roughly 20. Mr. Bowman commented that the association has tried to legally hold the parties to the agreement and the President got countersued so in practical terms, there is no funding for legal recourse. Mr. Hicks added if he were asked to certify a title when one of those owners that signed the 1993 agreement wanted to refinance a home on that lot and use it as collateral; he would report as an exception to his title opinion the obligation of that person to contribute to common road maintenance. Mr. Hicks stated understanding of what Mr. Bowman stated that it is very difficult to enforce when the road maintenance committee has such limited resources with always the possibility of counter claims as he has seen many times in residential subdivisions where folks want to be contrary yet not for the Board to solve in this venue. Chairman Clayton stated the Board's job tonight is to look what the developer is doing there out as the Board can not fix what was not done in 1967 or 1966.

Chairman Clayton asked Mr. Rose if he had any further comments or if Board had more questions. Commissioner Kennington asked Mr. Hicks and Mr. Rose if it would behoove them, along with the County Attorney, the association of 1993 to get together to contact the 8 homeowners so they can convince their neighbors the value to go ahead and do this particularly if it could be brought up to State standards to take over noting his understanding of trees, etc., noting it seemed like the lots are deep enough for the right-of-way negotiation Commissioner Blalock and Mr. Bowman spoke of be of any value in their professional opinion. Mr. Hicks stated in his professional opinion, the odds are not

good that would bear any fruit for a couple of reasons: 1) you notice from Ms. Murphy's colored drawing (map on bulletin board), he pointed out unimproved lots that his research reveals they are owned by folks or some cases, multiple people/families, generations at this point, not local that are located at the relative beginning of the road which in his experience makes it difficult for convince to cooperate because they are not being inconvenienced at this point by not using the land and not participating.

Chairman Clayton told the audience they could not take questions from the audience however would allow all speakers that have signed up to speak noting the Board can ask questions.

Commissioner Jeffers stated understanding of Commissioner Kennington's theory but noted his reluctance to assign the County Attorney for a part of that as he is here for the findings of fact for the Board for the subdivision and variance and would not want the County Attorney to get involved with the association, etc.

Chairman Clayton suggested continuing to the list of speakers to make comments with allowing Mr. Hicks and Mr. Rose to come back forward.

Vice Chairman Puryear asked Mr. Rose if there are 8 people preventing the easement for it to be a state maintained road. Mr. Rose stated he did not know that 100% noting a couple of the tracts are owned by large families with a big portion of those families do not live here where they all have to sign. Vice Chairman Puryear stated if one objects to the easement, it is out and confirmed with Mr. Rose he did have at least one to object.

County Manager, Heidi York made a point of clarification that just because the road if built to State standards does not mean it is assumed by the State for maintenance. Commissioner Kennington it will never happen unless it is originally to standard. Ms. York confirmed the State will not look at it unless it is to State standard, but it is not automatic and may not take it.

Commissioner Blalock asked Mr. Hicks who maintains the Pinesborough Estate Road all the way to the end. Mr. Hicks stated that would be the association that Mr. Bowman represents based on the 1993 agreement.

Mr. Aycock stated a clarification of two issues about getting authority from the homeowners: 1) want the homeowners/landowners to participate in the cost of upkeep and 2) want the homeowners to give the right-of-way in order to get the road up to State standards noting is harder than participating because he is told by Ms. Murphy several issues in upgrading the road, one of which is the width, hills, curves and typically when the State takes a road, they will take out as many of the curves, hill as they can so it may be much more than just getting someone to agree to participate in the maintenance. Mr. Hicks stated to Mr. Aycock's point, getting the required right-of-way might require a

width of right-of-way that is well beyond the paved portion when talking about slopes and ditches and drainage, etc., which makes the conversation with the folks problematic.

Mr. Neal Hamlett of 1889 Long's Store Road and the land surveyor in charge of the cluster design attending is a support capacity to answer questions by the Board in favor of the subdivision. Mr. Hamlett clarified the question by Commissioner regarding the number of people that were asked about right-of-way, once you have one turn it down or all eight, the variance request was created for the Board. Commissioner Kennington asked for the reason for denying the right-of-way. Mr. Hamlett stated he did not have those negotiations, the owner did. Mr. Hamlett clarified a State road is the entire width right-of-way which includes ditching. Mr. Hamlett stated the proposal for the travel way of the existing Pinesborough Estate Road shared portion is the 8 inches of stone, 2 inches of asphalt with is DOT standards noting proper shoulder width and ditching will be missing. Mr. Hamlett stated assurance that the developer will take a look at those areas where he can have rights to go in the existing section and try to correct whatever problems there. Mr. Hamlett noted with one not likely to sign, restrictions exists as what can be done hence the request of the variance. Mr. Hamlett offered to answer any questions from a design standpoint noting Mr. Rose and Mr. Hicks have pretty well covered a lot of questions. Commissioner Kennington asked Mr. Hamlett, in his professional opinion, does a DOT State maintained road increase property value. Mr. Hamlett stated it probably would possibly noting on Hyco Lake the values are not on DOT roads but the waterfront which increases values out there. Commissioner Blalock asked if the road is being paved and repaired just to the Estate Road cutoff. Mr. Hamlett stated it will be paved just beyond the proposed intersection at Estate Plan as shown on the plans to allow for safety, etc. Commissioner Kennington asked if the new Estate Road to the gate would be built to DOT standard. Mr. Hamlett answered affirmatively with standard shoulders and ditches, etc. Mr. Hamlett stated one thing the cluster design offers the developers is relieved standards on offsets within the paved (standards approved by Planning Department) subdivision in the gated community controlling traffic and putting in necessary safety features in the cul-de-sac and turn-outs for emergency vehicles by preserving greenways, calling it a green subdivision noting people like to be environmentally friendly.

Mr. John Rimmington of 420 Estate Road, Semora spoke to the maintenance issue not being unique to Pinesborough Estate Road as he stated it is common to all country roads to which he has addressed the issue as part of the road maintenance committee and issued a petition to the Person County Commissioners to assist in getting State maintenance on that road noting it was approved by the Board and sent forward to the State. Mr. Rimmington further noted the DOT people worked with them and agreed to take over the road down to the entrance of Estate Road with the grant of the right-of-way. Mr. Rimmington stated approval of all the landowners was obtained on Estate Road up to Zion Level Church Road with the exception of three holdouts. Mr. Rimmington stated they have asked the county for assistance in negotiating with the three holdouts to which that assistance was denied. As a tax paying, landowner off of Pinesborough Estate Road, Mr. Rimmington told the group he did not want to pay for maintenance until he goes to

his grave. For paying taxes, Mr. Rimmington expects someone to come in and help me with those tax dollars. Mr. Rimmington noted other issues with Pinesborough Estate Road: school buses won't come down a private road, inclement weather with snow and ice, the snow plows will not come down the road as well as fire department to provide emergency services during inclement weather to which the fire departments have replied if the roads are passable, they will come. Mr. Rimmington stated he had talked with the Sheriff Department and asked them to come out and patrol the road and they responded if it is a private road, they can not do it. Mr. Rimmington stated there are a lot of services they are paying for but not getting and furthermore, there is no advocate here in the county to help people with the county road issues. Mr. Rimmington stated his support of the development and supports primarily because the man has made some promises and commitments to upgrade the road and take some of that financial burden off his back. Mr. Rimmington stated he did not want to pay for this another 30 years or until he goes to his grave, adding it is time for the county to step up and recognize the responsibility to help the residents on this road – he has not heard that. Mr. Rimmington stated support of this endeavor but felt more needs to be done to help the country roads to get State maintenance. Mr. Rimmington stated he was on the board at the time working with DOT and some of the board members are holding those agreements signed by the land owners along Pinesborough Estate Road for the exception of three. Commissioner Kennington asked Mr. Rimmington what reasons were given for not wanting to give a right-of-way. Mr. Rimmington stated they did not want to give us any additional property than already given. Mr. Rimmington noted the issue was addressed and requested Mr. Wilkins to get involved with the suggestion what NCDOT needs to do is the same thing the State of Virginia has done by setting up two standards, one for country roads and one for State roads. Mr. Rimmington further noted Mr. Wilkins dutifully contacted DOT and responded back that the organization is the most intransigent organization he has ever worked with. Mr. Rimmington again asked the county for help noting the issues are common to country roads. Commissioner Jeffers asked Mr. Rimmington, in his opinion, where counties in NC do not build roads, how would the county assist in this matter. Mr. Rimmington responded assist in negotiations with the holdouts or assist in negotiations with DOT to do something. Commissioner Jeffers asked Mr. Rimmington would something like that not be the reason while someone maybe would want to live on a private road for their property rights, etc. with people that believe that wholeheartedly. Mr. Rimmington stated if a buyer came to him, he would raise these issues that they would be paying maintenance until they go to their graves unless there is some help. Mr. Rimmington asked Commissioner Kennington if he had any more questions. Commissioner Kennington responded he may in a few minutes.

The following individuals spoke as opponents of the request by BM Deepwater Development, LLC for a Special Use Permit for a Cluster Open Space Development with a Variation to the Road Requirement off of Pinesborough Estate Road, Cunningham Township:

Mr. Tinsley Hughes, PO Box 26335 Charlotte, stated he would also be speaking on behalf of his mother, Theresa Hughes of 2675 Zion Level Church Road, Semora. Mr. Hughes gave the Board some history of his family noting they have proudly paid taxes over 100 years on the property, further noting they are not willy nilly as they pay their bills. Mr. Hughes stated his family is proud to be a part of Person County and like to see growth within the county. Mr. Hughes stated their concerns starting with a recommendation to continue the public hearing to gather all relevant information and concerns specifically about the variance noting the area from Zion Level Church Road beginning after Pinesborough Estates if that turns into a DOT situation, he may have some easements and right-of-way issues. Mr. Hughes stated they would also like to see a complete survey in design of the roadway that is being proposed noting he has not seen that, if it has been generated. Mr. Hughes asked the Board if they had a copy of that. Commissioner Kennington responded just what Ms. Murphy has outlined as well as some of the others outlined which would be the present road fixed with pot holes covered and pavement over those. Mr. Hughes stated erosion control would also need to be taken into consideration, maybe some piping would have to be done too. Commissioner Kennington stated he did not think that has been addressed, other than, it is a problem. Mr. Hughes stated they would like to get a copy of the Conservation Easement plan. Mr. Hughes asked if the existing landowners on Pinesborough Estates have to participate in the homeowners association fees. Commissioner Jeffers stated from what has been said tonight, residents already there, it is strictly voluntary. To that point, Mr. Hughes, stated they would like to find out who signed the right-of-ways and what signatures were obtained for Pinesborough Estates in 1967 to encroach on the adjacent property owners. Mr. Hughes reflected as a young kid and stated the road was basically a wagon road, barely pass two tractors with the road being widened once or maybe two times noting the width is probably 15-18 feet. Mr. Hughes asked if the family grave yard has been addressed noting it is less than 5 feet off the ditch of the existing road and a major concern for the family. Mr. Hughes concluded by saying those were the few comments and questions they would like to obtain answers. Commissioner Jeffers stated, from his understanding tonight, the repairs are only to the current width of the road with no plans to add to or expand upon.

Ms. Lorraine Lawson of 95 Pinesborough Estate Road, Semora stated she recently learned of this development by seeing a cardboard poster sign on the road noting a meeting this week. Ms. Lawson stated she has lived on Pinesborough Estate Road for 38 years. Ms. Lawson pointed on the map the location of her home that her husband, Sylvester and she shared and raised their children. Ms. Lawson stated her children attended the local schools, graduated and went on to college. Ms. Lawson stated there are no trees in the yard. Ms. Lawson stated her opposition to the road going through noting she is standing firm that she is one of the three people because she has a

doublewide and if a State road is put there, it will take up all of her lawn in front of her house leaving maybe 6 feet between the house and the road. Ms. Lawson described all the traffic noting the pot holes were not put there by her small car and that is why she did pay anything. Because of the land that has been developed in that area and all the heavy trucks that go up and down, those pot holes came. Ms. Lawson quoted “what a shame” that she can’t pay, countering what a shame to have a road 6 feet in front of your house that she has lived for 38 years, and what a shame that others want her to pay for something for exchange for the land. Ms. Lawson stated, as her brother said, they celebrated their 100th anniversary of land ownership of the Dixon family noting there are no trees in her yard, no trees in the neighbor’s yard, nor any trees at Aunt Irene’s which has a nice yard and is now owned by her children, going on down the road into the new road which she didn’t know was the new Pinesborough Estate. Ms. Lawson stated she has worked in Person County at the hospital for 5 years as a Registered Nurse, worked at Person County Health Department for 22 years so the land is home to her and she opposes the road to come in. Ms. Lawson stated around the corner, there is a beautiful yard with a red brick house that was her father (Lloyd Dixon) and mother’s home, who retired here in the early 70s, now kept up by Ms. Lawson’s sister, who currently lives in Georgia. Ms. Lawson stated she spoke with her sister who would have been at the meeting but she was in New Orleans, noting her sister’s opposition to the road taking the beautiful yard that their parents worked hard for to make the land look like that. Ms. Lawson stated as her brother, they are tax paying citizens and they could not let the land to be taken without saying anything noting the Board would do the same thing as she hope they would. Ms. Lawson stated she has problems with the road coming through on Zion Level Church around the corner as easements can take land from a family. Ms. Lawson stated her opposition 100% and will pray the Board will be just in finding out how you can remedy this noting she does not have the wisdom and knowledge how to change the road.

Ms. Brenda Daniel of 213 Joe Daniel Estate Road, Semora stated her opposition to the large development because it will create too much traffic on the road. Ms. Daniel stated the Progress Energy property was landlocked and not supposed to be sold. Ms. Daniel told the group that is why her husband and she bought property in 1967 next to the natural area thinking it would never be sold and now it has been sold. Ms. Daniel stated her belief that the road would not be able to take care of 31 more lots. Ms. Daniel stated they built their home in 1970 and at that time, just a pig path to get down there noting if you met a car, you had go over into the grass as far as you could get and if it were raining and muddy, you would get stuck. Ms. Daniel stated her husband bought a motor grader, paid for it himself and started working on widening the road, bought gravel for the road, further noting the road was at that time in good shape until more lots getting bought with people living there part-time (and some didn’t) with most wanting it to stay a private road until much later. Ms. Daniel stated when they got people to sign up for it, her husband help in how much gravel to put on it as he had worked for the Highway Department on roads but they did not listen to him. Ms. Daniel stated tar was poured when it was like 25 degrees and then after that, the road had a lot of pot holes, etc. Ms.

Daniel stated she was another one that did not agree to pay on the road because after all that there would be a lot of disagreements in the future.

Ricky and Donna Clay of 51 Estate Rd, Semora appeared together to address the Board stating they owned property at 51 Estate Road. Mr. Clay pointed out on the map the location of their property as well as the location of this retired parents noting they all live there full time. Mr. Clay stated his total opposition noting when he signed it; he was under the influence of alcohol and put to him all wrong. Ms. Clay stated they were approached by Bob Rose and Wayne Ross on the day they went to the lake. Ms. Clay stated it was very falsely misleading to her noting they did sign for approval for the easement, further noting, afterwards they regretted. Ms. Clay stated they were told it would be 18 lots to be put in and now it is 31 lots. Mr. Clay stated it was not notarized nor was a notary there as no one would notarize for a man sitting there drinking beer, relaxing at the lake. Mr. Clay stated it was legal to drink in his home. Ms. Clay read a letter that Mr. Clay is going to send to Bob Rose. Ms. Clay read the following:

“You and Wayne Ross, a real estate agent, came to me and asked for my signature to get an easement across my land to access the property you wanted to buy from Progress Energy. The two of you were at my house on Hyco Lake when I got there in May, 2010. You sat and talked with me and my wife while I was clearly drinking beer the whole time. We were told during that meeting you really didn’t need anyone’s signature because you could use the easement that was already in place which wasn’t true. I would have been able to see through your lies if it wasn’t for me drinking and being drunk. We were relaxing at the lake that day. We had not traveled to a lawyer’s office and had no intention of signing any formal documents. The notary on the easement agreement, James Poindexter, was not there and we weren’t aware of what we were signing. If the notary was present, they would not have let me sign anything clearly under the influence of alcohol. This was a scam from the beginning because we had decided not to give an easement to this development. I have been told that James Poindexter’s wife works for Wayne Ross which would seem to be a conflict since they would profit if you were able to get access by the property. I called Bob Rose to cancel my signature after I realized that I had been drinking and under the influence when we signed the form and it was necessary for you to have us to sign it to develop the property. Bob Rose said there was a lot of issues to work out and that the deal probably would not go through. You did end up buying the property and I didn’t really know what I could do about it. This whole deal and the way we were treated on Estate Road is not right and I do not want you, and I repeat, I do not want you to have an easement across my property. You and Wayne Ross understand real estate and took advantage of us and more or less saying if the easement is not cancelled, we will retain a lawyer.”

Ms. Clay stated very misleading 18 lots to 31 lots. Mr. Clay stated it would be a whole lot more traffic. Mr. Clay stated he pays to maintain his road which has few cars (pointing it out on the map) to the boat dock almost is 17 tandem loads of rock. Ms. Clay stated they pay for the maintenance on their road and was not ashamed to say she does not help with the rest of the road which puts money in her pocket to feed her family. Mr.

Clay stated their road is smoothed with a blade with no one traveling it but them and his parents.

Commissioner Jeffers asked Mr. Clay where he turns onto his road, if the road was paved or dirt. Mr. Clay stated it was dirt with few gravel. Mr. Clay pointed on the map where the road was paved, and where the turn off to his road starts which is gravel. Commissioner Jeffers asked Mr. Clay what was the width of the road before the turn off to access his road. Mr. Clay stated maybe 15-18 feet. Mr. Clay stated his road is a one-lane gravel road which is all he needs as he does not meet traffic. Mr. Clay stated if it is a State approved road, he kid could not ride a four-wheeler nor the golf cart and they people you don't know will be coming down there and will have a right to come down there because it is a public road. Mr. Clay stated he keeps his doors unlock but if you have 31 lots and a public road, there may be some problems. Ms. Clay stated a wise man always said never sign anything unless you really know what you are signing. Ms. Clay stated they did agree and probably can't take it back now and if they had to go over again, they would have never signed. Mr. Clay stated if he could stop it, he would. Ms. Clay asked the Board with the new development, there would be no boat docks in place. Chairman Clayton stated there would be boat docks. Commissioner Jeffers added there would be more space between them.

Commissioner Jeffers asked Mr. Hicks to confirm the agreement the Clays signed would make the approximate 15 feet dirt road an 18 feet paved road is what the developer plans to do. Mr. Hicks confirmed there is a recorded easement from the owners of these lots in Cane Creek Subdivision for the right-of-way that would be necessary to construct this road to State specifications. Commissioner Kennington asked Mr. Hicks if the Clays can legally take it back as they so desire to do. Mr. Hicks stated it would have to court ordered.

Chairman Clayton stated the Board has heard from all the speakers signed up to speak for and against. Chairman Clayton asked the Board if there were any more questions while still in the public hearing.

Commissioner Blalock wanted to know if the Clays were the only ones that were against that had signed the easement for Estate Road. Mr. Clay stated, to his understanding, Hazel and Otis beside him and his parents have signed based on 18 lots, not for 31 lots. Mr. Clay stated Barry Rimmer and none of the people want this in there because they were told 18 lots, not 31 lots. Chairman Clayton asked Mr. Clay if he went to the Planning Board Public Hearing. Mr. Clay stated he did not however he thought Mr. Rimmer did.

A **motion** was made by Commissioner Jeffers, **seconded** by Vice Chairman Puryear, and **carried 5-0** to close the Public Hearing for a request by BM Deepwater Development, LLC for a Special Use Permit for a Cluster Open Space Development with a Variation to the Road Requirement off of Pinesborough Estate Road, Cunningham Township.

A **motion** was made by Commissioner Jeffers, **seconded** by Vice Chairman Puryear, and **carried 3-2** to add to the agenda for action. Commissioners Blalock and Kennington cast the dissenting votes.

Commissioner Kennington wanted to discuss and lead up to a motion to see if there is any way the group could get together to answer the numerous questions asked by Mr. Bowman, Ms. Lawson and the Hughes' to see if the residents can come up with any solution to the variance or should the Board feel the need to make the decision based on what has been heard. Commissioner Jeffers asked who he meant in the group of people. Commissioner Kennington stated he would like to see everyone that spoke tonight to get together and talk about it to come up with any type of compromise which includes representation from landowners, representation of the 1993 maintenance agreement that was voluntary at that time, and if they could not come up with anything, it would have to come back to the Board for a decision. Commissioner Kennington asked if it would behoove the Board to allow them thirty (30) days to come up with a compromise. Commissioner Jeffers asked Commissioner Kennington if he was not under the impression that conversation was not done. Commissioner Kennington stated what he is asking to be done has not been done, clearly stated when Mr. Rose said he only talked to one of the homeowners on shared Pinesborough Estate Road. Commissioner Jeffers stated he (Mr. Rose) stated the one homeowner said no so that killed it from the get go.

Chairman Clayton pointed out the road part they are only looking to maintaining the existing road at this point in time noting the counties got out of the road business in the 30s because they went bankrupt. Chairman Clayton stated the counties will help all they can but they are not going to get into the road business unless the legislature put counties in it. Chairman Clayton stated what the developer is asking, from his understanding that he is allowed to maintain the existing road at the width that it is now and make the improvements for more passable without expanding on Ms. Lawson's or anyone's property noting enough opposition tonight for anything further. Chairman Clayton stated the only way things are to be worked out is legally as people are not in agreement, some will not give right-of-way, will not sign anything else and if the Board is willing to allow this developer to go ahead with his request to improve what is there, then that is what you end up with and if the Board delays, it may turn out to be the very same thing. Chairman Clayton stated he had not heard any objection to the cluster development and the ordinance is written to leave more vacant land and the snag is the road part. Chairman Clayton stated the Board will not settle the road part, just as Mr. Hicks said if some parts change, it may go to court to change or either two lawyers will agree to change it but the Board will not change it. Chairman Clayton stated the Board was getting off a different trail as to what the Board's job is.

Commissioner Jeffers agreed with Chairman Clayton and stated it is not the Board's place to go down and sit down with the maintenance association on which one has signed up and which ones haven't and answer questions concerning yards, trees and landscape. Commissioner Jeffers stated what the Board may approve tonight will only fill in pot holes and repave what is currently there as a road, as it will not expand the

road. Commissioner Jeffers stated Board not give the road to DOT as that is not the Board's decision to make. Commissioner Jeffers reiterated it is just re-paving as the developer has submitted to re-pave and to fix what is there, not expand, not to give to DOT.

Commissioner Kennington stated he begged to differ and turned the floor over to Commissioner Blalock. Commissioner Blalock stated the Clays talking about Estate Road which is a trail, very, very narrow and they want to build that to State specifications which will take the easements that they are talking about to take a case to court to rescind those signatures already given. Commissioner Blalock stated they don't have a clear path down to that development. Commissioner Jeffers noted that a variance is in the ordinance for the Board to pass tonight because an easement was given and it has been outlined to anyone to possibly get out that and that is not through this Board. Commissioner Jeffers stated the Board can not take away a signature or put a signature on as that is for a judge or a court to decide, not the Board of County Commissioners. Commissioner Jeffers stated the Board is looking at what was given to the Board and the variance was given because an easement was given.

Commissioner Kennington told the Board that this Board is in the road business as clearly stated in Section 74-4 Special Use Permit – the Board can deny a Special Use Permit, and #2, that the use is required to meet all conditions and specifications. Commissioner Kennington referred to Section 77-5 Minimum Road Design and he read all cluster development shall have access off of a NCDOT Secondary Road, State or Federal Highway. Commissioner Kennington stated if the Board is not in the road business, he does not understand why the ordinance says those two things. Commissioner Jeffers stated the Board is not in the road business to the point of building roads and in reference to Mr. Rimmington's question, he respectively did not understand how the county could assist or be a part in that community or that neighborhood in negotiating with a landowner who has said no to change the landowner's mind or why to be there in the first place to try to change that landowner's mind. Commissioner Jeffers stated it has been a private road, from his understanding, since 1967 and that means anyone who moved there from 1967 on, understood that was a private road, not a NC DOT maintained or built equipped road.

Vice Chairman Puryear stated the Board has heard clear opposition to people not supporting it be brought up to State standards by the testimony of one completely unwilling to support. Vice Chairman Puryear stated the Board is not in the business of taking away property rights from people and sounds like an eminent domain issue if the Board is looking at taking away property for economic development issues. Vice Chairman Puryear stated he viewed this issue of cluster development, is it in harmony for the Special Use Permit by the guidelines and also the argument of the road which sounds like to him by improving the road, it will be in better shape than funds are available to repair from the committee with people who are obligated to pay to support and maintain the road where other people are not obligated to pay because it was not enforced and documented correctly when first created in the 60s.

Given the Board's job of finding of facts, a **motion** was made by Commissioner Jeffers, **seconded** by Vice Chairman Puryear, and **carried 5-0** for approval of the Cluster Open Space and Major Subdivision with staff comments, that it was in keeping with the comprehensive plan Section 1.5.1 and met the Findings of Fact.

A **motion** was made by Commissioner Jeffers, **seconded** by Vice Chairman Puryear, and **carried 4-1** for approval of the variation to the roads according to the letter presented by Mr. Neal Hamlett and the fact that the roads could not be improved to NC DOT standards. Commissioner Kennington cast the lone dissenting vote.

Commissioner Jeffers stated his support noting the road would not be expanded, however the potholes would be filled with 8" of gravel, 2" of asphalt with an additional layer of asphalt, further noting the Board can not take away signatures related to right-of-way signed already with processes to take henceforth. Commissioner Jeffers stated the association already in place, helping with the maintenance of the road, now with the resources to do so.

Commissioner Blalock stated her support of the variation knowing the people have been informed and there is a recourse for them to take.

Commissioner Kennington stated his concern of the Board wavering the ordinance noting as a Board of Equalization, a developer came before the Board requesting a waiver to reduce the amount of tax owed on lots in a subdivision because he had to bring his subdivision road up to county standards (term developer used but referring to NC DOT standards) and the Board denied due to tax laws as well as ordinances on the books for Person County. Commissioner Kennington stated if the Board passes the variation, the Board is going against Person County's ordinance that reads all cluster development should have access off of a NC DOT secondary State or Federal road.

Commissioner Jeffers commented when the Board acts as an Board of Equalization it is just that, a Board of Equalization not the Board of County Commissioners noting this meeting is before the Board of County Commissioners.

Commissioner Kennington stated he acts toward people whether a Board of Equalization or County Commission meeting to work with people.

Commissioner Jeffers stated he states law.

Chairman Clayton commented he understood about state road access but reminded the group there is lots of development built in the 60's on Hyco Lake without a zoning ordinance whatsoever. Chairman Clayton stated this may not be the last one and if there was no variation around the lake, there may not be anymore development especially in areas where the topography is bad, high prices of lots, high tax value making it almost impossible to build a state road to state specs explaining that is why the Board is allowed to give a variation. Chairman Clayton stated this explanation may be why the Planning Board voted the way they did noting he did not know that for fact as he was not there. Chairman Clayton stated that is why it is built into the ordinance and Hyco Lake has a lot of them with two or three in the southern end of the county done before the subdivision ordinance and maybe should not have been allow to be built with roads. Chairman Clayton stated there is nothing the Board can do about what was done in 1993 and 1967 which was acceptable at that time. Chairman Clayton stated he understands a cluster development, not always will be able to tie into a main state road. Chairman Clayton noted what the Board is doing will not change the right-of-way of the road at this point in time noting if someone can get a state road built in there then, yes, there will be right-of-way issues.

INFORMAL COMMENTS:

There were no comments from the public.

APPROVAL OF MINUTES:

A **motion** was made by Commissioner Jeffers, **seconded** by Commissioner Blalock, and **carried 5-0** to approve the minutes of June 20, 2011.

NEW BUSINESS:

HOME & COMMUNITY CARE BLOCK GRANT FUNDING 2011-2012:

Aging Services Director for the Senior Center, Kelly Foti requested Board approval of the Home & Community Care Block Grant (HCCBG) Committee's funding allocation for fiscal year 2011-2012 for Person County. Ms. Foti stated the designated \$328,925 funding for county services will be allocated as follows:

- Person County Senior Center with a total of \$291,246 allocated between Congregate & Home Delivered Nutrition, Transportation, In-Home Aide, and Operations.

- Person County Department of Social Services with a total of \$30,532 allocated for In-Home Aide services.
- Generations Adult Day Care with a total of \$7,147 allocated for Adult Day Care.

Ms. Foti noted no changes were made from the previous year's formulary as HCCBG funding remains the same as fiscal year 2010-2011, further noting the county required match is already budgeted with no request for additional county funds.

Vice Chairman Puryear thanked Ms. Foti for all her hard work.

A **motion** was made by Commissioner Jeffers, **seconded** by Vice Chairman Puryear, and **carried 5-0** to approve the fiscal year 2011-2012 Home & Community Care Block Grant funding designations as presented.

Home and Community Care Block Grant for Older Adults
County Funding Plan

Identification of Agency or Office with Lead Responsibility for County Funding Plan

County Person

July 1, 2011 through June 30, 2012

The agency or office with lead responsibility for planning and coordinating the County Funding Plan recommends this funding plan to the Board of Commissioners as a coordinated means to utilize community-based resources in the delivery of comprehensive aging services to older adults and their families.

Region K Community Assistance Corporation-
Person County Senior Center
(Name of agency/office with lead responsibility)


Authorized signature 6/23/11
(date)

James D. O'Geary
(Type name and title of signatory agent)

NAME AND ADDRESS COMMUNITY SERVICE PROVIDER Region K Community Assistance Corp. - Person Co. Senior Center 121 A Depot Street Roxboro, NC 27573										Home and Community Care Block Grant for Older Adults County Funding Plan Provider Services Summary															
DOA-732 (Rev. 3/11) County Person July 1, 2011 through June 30, 2012 REVISION # , DATE :																									
Services		Ser. Delivery (Check One)		Block Grant Funding		A		B		C		D		E		F		G		H		I			
		Direct		In-Home		Other		Total		Required Local Match		Net* Serv. Cost		NSIP Subsidy		Total Funding		Projected HCCBG Units		Projected Reimburse Rate		Projected HCCBG Clients		Projected Total Units	
Transportation		X	40000					40000		4444		44444			44444		2959	15.019		35				4199	
Congregate Nutrition		X				35094		35094		38993		4680		43673		7074	5.5319		45				7799		
HDM Nutrition		X				46094		46094		5122		51216		4680		55896		7368	6.9508		42			7799	
IIHA II (042)		X				91532		91532		10170		101702				101702		6097	16.68		17			6456	
Operations		X				78526		78526		8725		87251				87251									
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July 5, 2011
28

REQUEST FROM DURHAM COUNTY FOR SUPPORT OF A WATERLINE EXTENSION PROJECT:

County Manager, Heidi York told the Board that Durham County is working in partnership with the NC Department of Environment and Natural Resources (DENR) to remedy the contamination of some private wells in the Rougemont area of Northern Durham County. Ms. York stated the well water of some Northern Durham County residents has been polluted by old underground gasoline storage tanks from old filling stations stretching along 501 noting a necessary step in the remediation will require the extension of a waterline down 501 into Rougemont near the crossroads of 501 and Red Mountain and Bill Poole Roads. Ms. York informed the Board that Durham County is working with the City of Roxboro to obtain the needed water and is requesting Person County's participation and support of this project.

Ms. York stated the Durham County Commissioners adopted a Resolution of Support to work with DENR and assist in any non-financial way to achieve a remedy to the contaminated wells on May 23rd. Durham County is now requesting Person County to support this project but is clear that this request bears no cost to Person County or the City of Roxboro for this project with the intention that the capital costs will be fully covered with outside funding and operating and maintenance costs could be recovered through rates paid by those who connect to the waterline.

Ms. York requested the Board's consideration and direction for the Manager to proceed with Durham County on an interlocal agreement which would govern the creation and utilization of the proposed waterline extension project.

Ms. York confirmed contact with the City of Roxboro to make them aware of the proposal before the Board. Ms. York could not confirm if the City of Roxboro would generate a profit from this project based on the unknown demand for the water.

General Services Director, Ray Foushee confirmed for the group the current Person County waterline stops at the ABC Store. Mr. Foushee noted the proposed water line is for 3 miles of waterline, further noting 1 ½ miles each to be installed in both Person and Durham counties.

Ms. York stated the proposed waterline project would have positive economic development impact with Durham County.

A **motion** was made by Vice Chairman Puryear, **seconded** by Commissioner Jeffers, and **carried 5-0** to authorize the Manager to proceed with negotiation on an interlocal agreement to govern the creation and utilization of the waterline extension project between Durham County, City of Roxboro and Person County.

JOINT USE AGREEMENTS BETWEEN THE RECREATION, ARTS, AND PARKS AND THE BOARD OF EDUCATION:

Director of Parks and Recreation, John Hill requested Board approval for the Joint Use Agreements between Recreation, Arts and Parks and the Board of Education.

Mr. Hill stated the Person County Recreation, Arts, and Parks Department and the Person County Board of Education are requesting the renewal of the joint facility use agreements between the two organizations. Person County Government and the Board of Education have maintained the agreements with a good standing relationship since 1991. This joint use agreements allow for full potential use of recreational facilities as well as promotes expansion of programs for both County Government and Board of Education. Mr. Hill stated the only changes in the agreements are the addition of any new facilities.

The Facilities include:

Person County Facilities: Olive Hill Park, Longhurst Park, Allensville Park, Hurdle Mills Park, Mt. Tirzah Park, Huck Sansbury Recreation Complex and Annex, Mayo Park Facilities including the Environmental Education and Community Center and Amphitheater, and the Kirby Civic Auditorium and Gallery.

Board of Education Facilities: Person County Learning Academy campus recreation area includes the baseball/softball field, gym, and (“Old”)Helena School cafeteria; Northern Middle School recreation area includes the baseball/softball field, gym, and football field; Southern Middle School recreation area includes the baseball/softball field, gym, and football field; Person High School recreation area includes only the football stadium, the baseball field, the softball field, gyms, and the tennis courts; and Earl Bradsher Pre-School Center recreation area includes only the soccer field.

Commissioner Kennington asked the County Attorney if the liability insurance noted in the agreement would be sufficient coverage. County Attorney, Ron Aycock stated the amount noted is the standard for school and county use further noting law dictates exemption from liability unless and to the extent of the insurance coverage.

A **motion** was made by Commissioner Jeffers, **seconded** by Vice Chairman Puryear, and **carried 5-0** to approve the Joint Use Agreements between the Recreation, Arts and Parks and the Board of Education.

NORTH CAROLINA

PERSON COUNTY

LEASE AND JOINT USE AGREEMENT

THE LEASE AND JOINT USE AGREEMENT, made and entered into this First day of July, 2011, by and between the Person County Board of Commissioners (hereinafter the "County"), and the Person County Board of Education, a body corporate of the State of North Carolina (hereinafter referred to as the "Board"):

WITNESSETH:

WHEREAS, the County and Board wish to work together to develop joint school/park facilities for the recreational use of the residents of the community; and

WHEREAS, the County has requested that the Board grant it permissive use of the recreation areas located on the Earl Bradsher Pre-School Center campus, the Person County Learning Academy campus, the Northern Middle School campus, the Person High School campus, and the Southern Middle School campus, described in Exhibits A through E attached; (collectively, the "Joint Use Property"); and

WHEREAS, the Board finds that the use of the Joint Use Property is not necessary for public school purposes during the term of the Agreement and that the use of the Joint Use Property by the County is in furtherance of the principles of the Community Schools Act; and

WHEREAS, the parties hereto have mutually agreed to the terms of this Agreement as hereinafter set out;

NOW, THEREFORE, pursuant to N.C.G.S. Sec. 115C, Article 13; Sec. 115C-518; Sec. 115C-524 and Sec. 160A-274 and in consideration of such other mutual promises and covenants as hereinafter are contained, the Board and the County do hereby agree as follows:

1. The Board leases to the County the recreation areas on the Earl Bradsher Pre-School Center campus, Person County Learning Academy campus, the Northern Middle

July 5, 2011

School campus, the Person High School campus, and the Southern Middle School campus, being the Joint Use Property, as described above.

2. This Agreement shall be for a period of five (5) years from and shall terminate on June 30, 2016.
3. County shall be responsible for the following items of maintenance and repair of the Joint Use Property: maintaining the ball playing field during times of use for County Parks and Recreation Department league games which is approximately from March 15 through August 15 of each year and maintenance and clean-up of the concession stands, bleacher areas, and field areas during this period. Board shall be responsible for all other maintenance or repair, including replacement lights at Person High School and Southern Middle School. Board agrees to inspect for safety the lights, bleachers, and concession stands at least annually.
4. The County shall be responsible for the cost of all utilities for the ball fields at Person County Learning Academy, Person High, and Southern Middle Schools. The Board shall be responsible for the cost of all other utilities necessary for the use of the Joint Use Property.
5. The County shall maintain at all times during the term of this Agreement, at its sole expense, liability insurance in the minimum amounts of \$500,000.00 in the 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 of 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 encompassed within this agreement or about the Joint Use Property. To the extent permitted by law The County shall indemnify, protect and save harmless the Board from and against loss or damage to any equipment or improvements placed by it on the Joint Use Property when said loss or damage does not result from the Board's maintenance or use of the property. In accordance with G.S. 115C-524, the Board

July 5, 2011

shall not be liable for injuries or death of any persons suffered by reason of the County's use or maintenance of the Joint Use Property.

6. The County shall furnish the Board with evidence of all insurance policies required by this Agreement by July 1. The policies shall provide that the insurance shall not be canceled or coverage reduced without the insurance carrier giving thirty (30) days written notice to the Board. The Board shall be named as additional insured to all insurance policies required by the Agreement.
7. The County agrees to plan and coordinate with the Board the construction of any improvements or structures on the Joint Use Property. The Board reserves the right to disapprove such plans, but approval of such plans shall not unreasonably be withheld. Any such plans disapproved by the Board shall not be implemented by the County.
8. The County agrees that the use of the Joint Use Property by the County or under its auspices shall be governed by all relevant Board policies relating to the use of school facilities, including, but not limited to, Board policies prohibiting the use or possession of alcohol or other controlled substances on school grounds.
9. All improvements of the property shall be the property of the Board; however, if the Board decides to dispose of the Joint Use Property, the County shall be entitled to remove improvements placed thereon by the County.
10. The Board and the County hereby agree that during school hours the Superintendent of the Person County Schools System or his designee shall have administrative control of the use of the Joint Use Property and the scheduling of events thereon and that school-related uses shall have first priority, provided, however, that the Superintendent or his designee shall coordinate with the appropriate agent of the County in scheduling school-related activities after school hours.

July 5, 2011

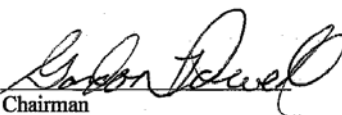
11. The Board hereby agrees that when Joint Use Properties are not being used and are not needed for school purposes, Joint Use Properties may be used for non-school community activities by the County. By way of illustration such times may be during summer vacation, during school holidays, during weekends, in the afternoons and evenings and at such other times when used by a non-school group would not interfere with the maintenance or use of the Joint Use Property for school purposes. All non-school community use of said facilities by the County must be approved by the Board, provided, however, the Board hereby delegates the right of such approval to the Superintendent or his designee.
12. The Board or its designated agent shall plan with the County and its designated agent(s) to ensure maximum recreational use of Joint Use Property during those times when they are not used and not needed for school purposes.
13. The County agrees to pay the Board the sum of One Dollar (\$1.00) per year for the rental of Joint Use Property, the first year's rent payable upon the execution of this instrument and each subsequent year's rent payable in advance on or before July 1 of each subsequent year.
14. The parties reserve the right to terminate this agreement upon thirty (30) days written notice to the other party or for substantial violation of the terms and conditions herein provided.
15. Any holding over after the expiration of the term hereof, without the consent of the Board, shall be construed to be a tenancy at will at the rents herein specified, so far as applicable. However, no holding over shall result in the waiver, loss or diminution of any of the Board's rights either under the terms of this Agreement or under applicable law.

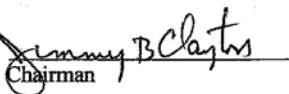
July 5, 2011

IN WITNESS THEREOF, the Person County Board of Education 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 all authority duly given, the day and year first above written.

PERSON COUNTY
BOARD OF EDUCATION

PERSON COUNTY
BOARD OF COMMISSIONERS

BY: 
Chairman

BY: 
Chairman

ATTEST


Secretary

ATTEST


Clerk to the Board

LEASE AND JOINT USE AGREEMENT EXHIBITS

- EXHIBIT A Person County Learning Academy campus recreation area includes the baseball/softball field, gym, and ("Old") Helena School cafeteria
- EXHIBIT B Northern Middle School recreation area includes the baseball/softball field, gym, and football field.
- EXHIBIT C Southern Middle School recreation area includes the baseball/softball field, gym, and football field.
- EXHIBIT D Person High School recreation area includes only the football stadium, the baseball field, the softball field, gyms, and the tennis courts.
- EXHIBIT E Earl Bradsher Pre-School Center recreation area includes only the soccer field.

July 5, 2011

NORTH CAROLINA
PERSON COUNTY

LEASE AND JOINT USE AGREEMENT

THIS LEASE AND JOINT USE AGREEMENT, made and entered into this first day of July, 2011, by and between the Person County Board of Commissioners (hereinafter the "County"), and the Person County Board of Education, a body corporate of the State of North Carolina, (hereinafter referred to as the "Board").

WITNESSETH:

WHEREAS, the County and the Board wish to work together to develop joint school/park facilities for the recreational use of the residents of the community; and

WHEREAS, the Board has requested that the County grant it permissive use of the recreation areas located at Olive Hill Park, Longhurst Park, Allensville Park, Hurdle Mills Park, Mt. Tirzah Park, Huck Sansbury Recreation Complex and Annex, Mayo Park Facilities including the Environmental Education and Community Center and Amphitheater and the Kirby Civic Auditorium and Gallery in Person County, North Carolina, (collectively, including any improvements or facility located thereon, the Joint Use Property).

WHEREAS, the parties hereto have mutually agreed to the terms of this Agreement as hereinafter set out;

NOW, THEREFORE, in consideration of the mutual promises and covenants as hereinafter are contained, the Board and the County do hereby agree as follows:

1. The County leases to the Board the Joint Use Properties for use by the Board such times and for such durations as said facilities are not required for County use.
2. This Agreement shall terminate on June 30, 2016.
3. County shall be responsible for basic maintenance and repair of the Joint Use Properties; however, Board agrees to provide adequate repairs for damages caused to the Joint Use properties as a direct result of their use by the Board. The Board shall be responsible for providing lines as needed for Board use on the various playing fields.
4. The Board shall maintain at all times during the term of this Agreement, at its sole expense, liability insurance in the minimum amounts of \$500,000.00 in case of injury to one

July 5, 2011

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 Board when acting within the scope of his authority or the course of his employment in performing the activities on or about the Joint Use Property. The Board shall indemnify the County from and against any claims for injury or loss to person or property arising out of the Board's use, supervision, or maintenance of the Joint Use Property. To the extent permitted by law The Board shall indemnify, protect and save harmless the County from and against loss or damage to any equipment or improvements placed by the Board on the Joint Use Property when said loss or damage does not result from the County's maintenance or use thereof. The County shall not be liable for injuries to death of any persons suffered by reason of the Board's use or maintenance of the Joint Use Property.

5. The Board shall furnish the County with evidence of all insurance policies required by the Agreement by July 1. The policies shall provide that the insurance shall not be canceled or coverage reduced without the insurance carrier giving thirty (30) days written notice to the County. The County shall be named as additional insured on all insurance policies required by this agreement.

6. The Board agrees to plan and coordinate with the County the construction of any improvements or structures on the Joint Use Property. The county reserves the right to disapprove any such plans, but approval of such plans shall not unreasonably be withheld. Any such plans disapproved by the County shall not be implemented by the Board.

7. The Board agrees that the use of the Joint Use Property by the Board or under its auspices shall be governed by all relevant County policies relating to the use of County property.

8. All improvements on or to Joint Use Property shall be the property of the County; however, if the County decides to dispose of the Joint Use Property the Board shall be entitled to remove improvements placed thereon by the Board.

9. The Board and the County hereby agree that the Person County Director of Parks and Recreation or his designee shall have administrative control of the use of the Joint Use Property and the scheduling of events thereon and that County Recreation Department uses shall have first priority, provided, however, that the Parks and Recreation Director or his designee shall coordinate with the appropriate agent of the Board in scheduling school-related activities.

10. The County hereby agrees that when Joint Use Properties are not being used and are

not needed for County recreation purposes, they may be used for school activities by the Board. All school use of said facilities by the Board must be approved by the County, the County Manager, County Parks and Recreation Director or his designee.

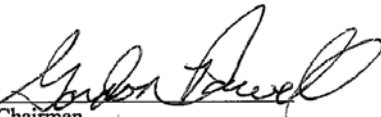
11. The Board agrees to pay to the County the sum of One Dollar (\$1.00) per year for the rental of the Joint Use Property, all rent shall be paid upon the execution of this instrument and each subsequent year's rent payable on or before July 1st of each subsequent year.

12. Each party reserves the right to terminate this Agreement upon thirty (30) days written notice to the other party, or for a substantial violation of the terms and conditions herein provided.

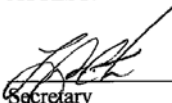
13. Any holding over after the expiration of the term hereof, without the consent of the County, shall be construed to be a tenancy at will at the rents herein specified, so far as applicable. However, no holding over shall result in the waiver, loss or diminution of any of the County's rights either under the terms of this Agreement or under applicable law.

IN WITNESS THEREOF, the Person County Board of Education 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.

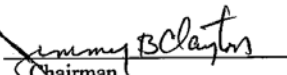
PERSON COUNTY
BOARD OF EDUCATION

BY: 
Chairman

ATTEST:


Secretary

PERSON COUNTY
BOARD OF COMMISSIONERS

BY: 
Chairman

ATTEST:


Clerk to the Board

July 5, 2011

LEASE RENEWAL FOR BUSHY FORK ATHLETIC CLUB:

Director of Parks and Recreation, John Hill stated the Bushy Fork Booster Club is requesting the renewal of the lease agreement for Person County Park property at 7901 Burlington Road, Roxboro, NC 27574. Mr. Hill told the group the Bushy Fork Booster Club (Athletic Club) has leased the Person County Park property located at 7901 Burlington Road, Roxboro, NC 27574 since August 19, 1991. Under this lease agreement the club has maintained the facilities and implemented programs to support the majority of their operation's cost. Under this new lease agreement the Bushy Fork Booster Club will continue to assume operational responsibility of this park site/facility with the stipulations of utilities and maintenance to be reviewed by Person County Government annually for adjustments as needed.

Commissioner Kennington asked if this was the only booster club that has an agreement with Person County. Mr. Hill confirmed Bushy Fork Booster Club is the only agreement presently held with Person County. Commissioner Jeffers added that Mr. Hill, staff and the Recreation Advisory Board are working toward developing more partnerships with other booster clubs.

Commissioner Kennington inquired if the cafeteria building (known as Person County Grange) is a county-owned building. Person County has a separate lease with the Person County Grange. Mr. Hill noted both the Bushy Fork Booster Club and the Person County Grange have responsibility for maintenance and upkeep of the property while Person County assesses the condition, further noting any improvements on the properties must also be approved by county staff.

A **motion** was made by Commissioner Jeffers, **seconded** by Commissioner Blalock, and **carried 5-0** to approve the Lease Renewal for Bushy Fork Athletic Club.

North Carolina
Person County

Lease Agreement

This lease agreement, made and entered into this 20th day of June 2011, by and between Person County, a body politic and corporate (the "County") and Bushy Fork Athletic Club, Inc, a North Carolina non profit corporation (the "Athletic Club").

WITNESSETH:

WHEREAS, there is presently in effect a lease agreement between the Athletic Club and Person County, dated August 19, 1991, wherein Person County leased to the Athletic Club a portion of property commonly known as the Bushy Fork School property; and now, therefore, in consideration of the mutual covenants contained herein the parties agree as follows:

1. RECISION OF PRIOR LEASE AGREEMENT

The parties do hereby by mutual agreement rescind the lease agreement entered into by the Athletic Club and Person County dated August 9, 1991.

2. PROPERTY DESCRIPTION

The County does hereby lease to the Athletic Club the buildings and grounds adjoining North Carolina Highway 49, said property commonly known as the Bushy Fork School property and/or Bushy Fork Park; located approximately ten miles south of the City of Roxboro on North Carolina Highway 49.

3. USE OF PREMISES AND RESTRICTION OF USE

With approval of the Board of Directors of the Bushy Fork Athletic Club, legal athletic and social activities including programs administered by the Person County Parks and Recreation Department shall be the sole use of these facilities in accordance with the by-laws of the Athletic Club (attached) and the accepted standards of the community.

4. TERM

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

5. AUTOMATIC RENEWAL

This lease shall automatically renew annually 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 expiration date of each annual leased term. It is agreed that notice not to renew, as provided herein, shall not be given unless cause

exist for same. Any violation of the covenants contained herein shall be just cause.

6. SUPERVISION AND MANAGEMENT

The County shall provide mowing of playing fields(2), Playground area, picnic area in the walking track area, walking track area once per week or as needed determined by the General Services Director at the cost of the County.

All other areas on this leased property to be mowed will be the responsibilities of the Athletic Club at the cost of the Athletic club.

The County will prepare lines and field preparation only for the County's Parks and Recreation Department games/events. The County shall provide maintenance and repair of the walking track, playground equipment and picnic shelter (walking track area).

All other supervision and maintenance of the leased property shall be the responsibility of the Athletic Club. The Athletic Club 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. Athletic Club shall keep the buildings located on leased premises secure at all times including the locking of same, when not in use. Athletic Club shall not allow any attractive nuisance to be on the leased property.

7. UTILITIES

The Athletic Club shall be responsible for the cost of all utilities necessary for the use of the leased property, as designated below, except for County operated programs on said property. These facilities include the concession stand, restrooms, gym, and small playing field where electrical services are connected.

The County will be responsible for the cost of electricity supplied to the large playing field only. This shall be accomplished by the County paying the account bill for the electrical service to the Large Playing field (The playing field not attached to gymnasium electrical service) with the Bushy Fork Booster Club reimbursing the County at the rate of \$35.00 for each night that Non-County sponsored activities are conducted on this field. This rate will be subject to review annually per contract renewal date and adjusted per utility rate increases if necessary. Person County Government reserves the right to turn over sole responsibilities for paying all utilities of this property to the leasing party. Notice of turning over sole utility responsibilities must be done with a minimum notice of 30 days to the Athletic Club.

The County will be responsible for any utility cost that may occur due to County operated programs and events using playing field lights on leased property where the utility service is in the named account of the Athletic Club. This shall be with the County reimbursing the Athletic Club at the rates of \$35.00 for each night of use. This rate will be subject to review annually per contract renewal date and adjusted per utility rate increases if necessary.

8. INDEMNIFICATION

The Athletic Club shall indemnify, protect and save harmless the County from and against loss or damage to any equipment or improvements placed by the Athletic Club on the property subject to this agreement when said loss or damage does not result from the County's maintenance or use of the property. The Athletic Club shall indemnify the County from and against any claims for injury or loss to person or property arising out of the Athletic Club's use, supervision or maintenance of the lease property.

9. INSURANCE

The Athletic Club 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 agent or employee of the Athletic Club 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 Athletic Club shall furnish the County with evidence of all insurance policies required by this agreement within thirty 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 thirty days written notice to the County. The County shall be named as an additional insured on all insurance policies required by this agreement.

10. IMPROVEMENTS

The Athletic Club 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. The Athletic Club shall not implement any such plan disapproved by the County.

All improvements of the property shall be the property of the County.

11. 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.

12. CONCESSIONS & ADMISSIONS

The income from all concessions operated by the Athletic Club at the facility encompassed by this agreement and admission to the facility shall go to the Athletic Club.

13. ASSIGNMENT

The Athletic Club 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. The Athletic Club shall be held primarily liable under Item 8 of this agreement and shall be bound by

all other terms of this agreement at all times that permissive use of the property is granted to any other person, organization or corporation under the provisions of this section.

14. CONSIDERATION

The Athletic Club agrees to pay the County 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.

15. RESERVATION OF WATER AND SEWER RIGHTS

It is understood by the parties that the County may lease the cafeteria building, barbecue pit and parking lot in front of the cafeteria building to another organization. It is agreed that said organization shall have the right to use water from the well located upon the leased premises and shall be entitled to maintain septic tanks and septic lines needed to serve the cafeteria building.

16. TERMINATION

It is expressly agreed that if Athletic Club shall neglect to do and perform any manner of things herein agreed to be done and performed by it, and shall remain default thereof for a period of thirty days (30) 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, Athletic Club shall have a reasonable time to correct said default after notification by County.

In WITNESS WHEREOF, 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 Athletic Club has caused this agreement to be signed in its name by its President, attested by its Secretary, and all by duly given, the day and year first above written.

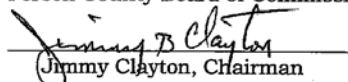
BUSHY FORK ATHLETIC CLUB

By: _____
President

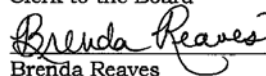
ATTESTED

Secretary

Person County Board of Commissioners


Jimmy Clayton, Chairman

Clerk to the Board


Brenda Reaves

North Carolina

Person County

I, a Notary Public of the County and State aforesaid, certify that Brenda Reaves personally appeared before me this day and acknowledged that she is Clerk to the Person County Board of Commissioners, and that by authority duly given by said Board and as the act of said County, the foregoing instrument was signed in the name of said County, by the Chairman of the Board of Commissioners, sealed with its official seal and attested by her as Clerk to the Board of Commissioners.

Witness my hand and official stamp or seal, this 7th day of July, 2011.

Angela O. Warren
Notary Public

My com. expires 1/18/2015



North Carolina
Person County

The undersigned, a Notary Public, hereby certifies that Barry Matherly personally appeared before me this day, being duly sworn by me, acknowledged that he is President of the Bushy Fork Athletic Club, Inc, a North Carolina non profit corporation, the foregoing instrument was signed in its name by its President, and attested by Melissa Shaw as its Secretary.

Witness my hand and official stamp or seal this _____ day of _____, 2011.

Notary Public

My com. Expires _____

North Carolina
Person County

The foregoing certificates of _____ and _____
Notaries Public of the governmental unit designated is certified to be correct.
This instrument was presented for registration and recorded in this office at
Book _____, Page _____. This _____ day of _____, 2011 at _____
o'clock _____.

Amanda Garrett, Register of Deeds in Person County

TAX COLLECTOR ANNUAL SETTLEMENT:

Tax Administrator, Russell Jones presented to the Board the Tax Collector's Annual Settlement. As required by General Statute 105-373(a)(3), an annual settlement for taxes for the current fiscal year and all previous years must be made with the governing body of the taxing unit prior to being charged to collect taxes for the new fiscal year.

Mr. Jones gave the Board the following Tax Collector Settlement presentation and requested the Board to accept the report.

A **motion** was made by Commissioner Kennington, **seconded** by Commissioner Blalock, and **carried 5-0** to approve the Tax Collector's Annual Settlement as presented.

2010 Tax Collector Settlement

2010 Tax Base

- Budgeted tax base for 2010- \$3.88 billion
- Actual tax base for 2010- \$3.865 billion
- Tax base was lower than budget by .39%
- Tax base for 2009- \$3.928 billion
- Decrease in base was \$63 million

2010 tax year collections

- Budgeted collection rate for 2010– 96.5%
- Actual collection rate for 2010– 97.68%
- Collection rate was over by 1.18%
- Collections was \$255,684 more than anticipated on current year collections
- Average collection rate for Person County for last 10 years is 97.29%

2010 Tax Year Uncollected Balances

- County 2010 uncollected taxes-all
\$629,298
- County 2010 uncollected real only-
\$365,841
- County 2010 uncollected vehicle only-
\$233,502
- County 2010 uncollected other-
\$29,955

Collection activities

- Total payments for all years, including City of Roxboro-
 - \$31,167,049
- Total payments for all years, Person County-
 - \$27,171,190
- Processed 82,101 payments
- 2011 Prepayments were \$ 55,872

Prior year tax collections

- This includes 2000-2009 tax years
- County Unpaid balances on July 1, 2010-
 - \$1,226,694
- County Unpaid balances on June 30, 2011-
 - \$520,588
- County Collections on Prior Years-
 - \$706,106

Forced Collections

- Attachments- 852 payments
 - \$236,567 County
 - \$ 45,465 City
 - \$282,032 Total
- Garnishments- 4,857 payments
 - \$379,846 County
 - \$ 48,804 City
 - \$ 31,018 EMS
 - \$459,668 Total

Forced Collections County and City

- Escheats- Also known as NC Cash
 - \$ 4,474
 - Debt Setoff- 707 accounts collected
 - \$105,902 for Tax Office
 - \$ 21,645 for EMS
 - \$ 9,426 for Health Department
 - \$ 1,698 for Library
- \$138,671 Total Collected**

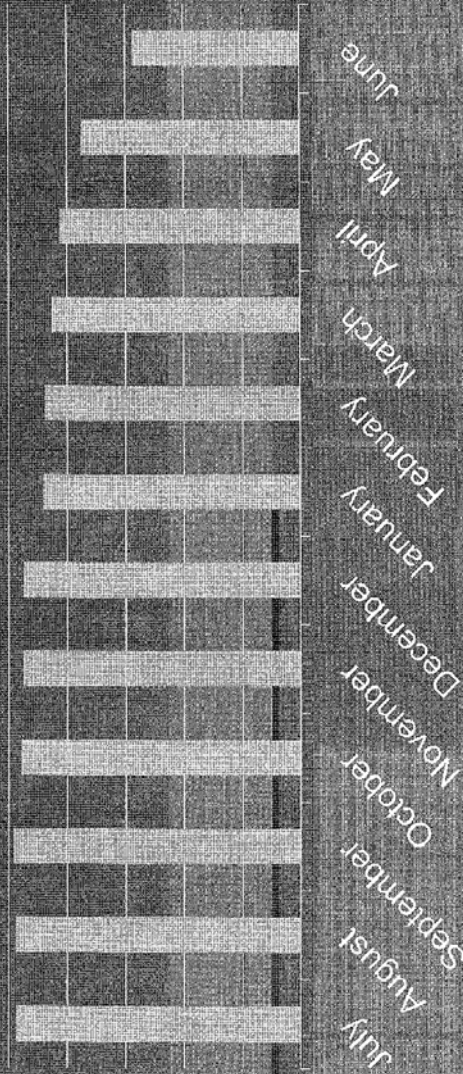
Forced Collections County and City

- Foreclosures
 - Sold 2 parcels-\$5,079
 - Maintain 100 pieces in active foreclosure
 - Collected from payment plans- \$62,959

Current Year RMV

Collection rate for July 2010-97.54%

Collection rate for June 2011-57.30%



Uncollected Balances

- All years uncollected- \$1,143,667
- 15,496 Total bills left uncollected
- Uncollected 12,027 vehicle bills
\$362,533
- Uncollected 2,590 real estate bills
\$700,855
- Uncollected 879 other tax bills
\$80,279

2000-11th Year Taxes

- 2000 Original Levy- \$17,634,111
- Total bills uncollected- 401- \$13,492
- Uncollected Real Estate bills-35- \$ 2,498
- Uncollected Vehicle bills- 345- \$ 7,836
- Uncollected Other bills- 21- \$ 3,158
- .077% Uncollected after 10 years
- or 8/100 of 1%

ORDER TO COLLECT TAXES:

Tax Administrator, Russell Jones requested the Board, by motion, to direct the Tax Collector to collect taxes for 2011 and any delinquent taxes from prior years. As required by G.S. 105-321, the governing board of the taxing unit must issue an order of collection to the Tax Collector. This gives the tax collector legal authority to collect taxes and has the force and effect of a judgment and execution against the taxpayers' real and personal property.

A **motion** was made by Commissioner Kennington, **seconded** by Vice Chairman Puryear, and **carried 5-0** to direct the Tax Collector to collect taxes for 2011 and any delinquent taxes from prior years.



PERSON COUNTY

OFFICE OF THE TAX ADMINISTRATOR

Person County Tax Office
P.O. Box 1116
13 Abbitt St
Roxboro, North Carolina 27573-1116
(336) 597-1721 Fax No. (336) 322-8619

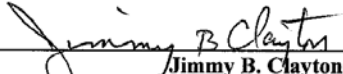
ATTACHMENT II

County of Person

To the Tax Collector of the County of Person:

You are hereby authorized, empowered, and commanded to collect the taxes set forth in the tax records filed in the office of Person County Tax Office and in the tax receipts herewith delivered to you, in the amounts and from the taxpayers likewise therein set forth. Such taxes are hereby declared to be a first lien upon all real property of the respective taxpayers in the County of Person, and this order shall be a full and sufficient authority to direct, require, and enable you to levy on and sell any real or personal property of such taxpayers, for and on account thereof, in accordance with law.

Witness my hand and official seal, this 5th day of July, 2011.



Jimmy B. Clayton
Chairman, Board of Commissioners of Person County

Attest:



Brenda B. Reaves, Clerk to the Board

July 5, 2011

RE-APPOINTMENT OF COUNTY ASSESSOR:

Tax Administrator, Russell Jones stated as required by General Statute 105-294(a), the Tax Assessor must be reappointed every 4 years at the first regular meeting in July when the appointment expires.

A **motion** was made by Vice Chairman Puryear, **seconded** by Commissioner Jeffers, and **carried 5-0** to reappoint Russell Jones as County Assessor. Chairman Clayton administered the Oath as required by General Statute.



PERSON COUNTY

**OFFICE OF THE TAX
ADMINISTRATOR**

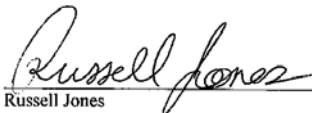
Person County Tax Office
P.O. Box 1116
13 Abbitt St
Roxboro, North Carolina 27573-1116
(336) 597-1721 Fax No. (336) 322-8619

July 5, 2011

Person County

Oath for County Tax Assessor

I, **Russell Jones**, do solemnly swear (or affirm) that I will support and maintain the Constitution and laws of the United States, and the Constitution and laws of North Carolina not inconsistent therewith, and that I will faithfully discharge the duties of my office as Tax Assessor, and that I will not allow my actions as assessor to be influenced by personal or political friendship or obligations, so help me God."



Russell Jones
County Tax Assessor



Jimmy B. Clayton
Chairman, Board of Commissioners of Person County

Attest:



Brenda B. Reaves
Clerk to the Board

July 5, 2011

REGION K AGING ADVISORY COUNCIL APPOINTMENT:

Clerk to the Board, Brenda Reaves requested Board consideration to appoint Robert H. Allen to the Region K Aging Advisory Council for a term to be effective immediately and to expire December 31, 2014.

A **motion** was made by Commissioner Blalock, **seconded** by Vice Chairman Puryear, and **carried 5-0** to appoint Robert H. Allen to the Region K Aging Advisory Council for a term to be effective immediately and to expire December 31, 2014.

PERSON COUNTY BOARD OF COMMISSIONERS AUTHORIZATION TO LEVY AN ADDITIONAL 1% ROOM OCCUPANCY TAX PURSUANT TO 2011 NC SESSION LAW 161(HB 518) CALL FOR PUBLIC HEARING:

County Manager, Heidi York stated General Assembly enacted House Bill 518 as session law 2011-161 on June 16, 2011 which authorized Person County to levy an additional 1% room occupancy tax in addition to the room occupancy tax previously levied. Ms. York asked the County Attorney to highlight for the Board the process in order to levy the additional 1% room occupancy tax.

County Attorney, Ron Aycock stated before the Board can enact the additional tax levy, if so desired by the Board, first a 10-day Public Notice must be published in the local newspaper noting once action is taken the Board, the effective date of the additional tax levy would not earlier than the first day of the second month following date of action. Mr. Aycock recommended the Board of Commissioners to hold a public hearing to received public comment at one of the Board's upcoming regular scheduled meetings to consider the following action:

Levy an additional Room Occupancy Tax of one percent (1%) of the gross receipts derived from the rental of any room, lodging or similar accommodation furnished by a hotel, motel, inn or similar place within the county subject to the sales tax imposed by the State under GS 105-164.4(a)(3).

Mr. Aycock confirmed for the group that a provision in the General Statute that gives the Board the authority to repeal such tax that the Board has enacted. Mr. Aycock stated the Board does not have the direct authority to direct the use of the money nor any obligation to adopt the tax, however, the Board could inform the body that does have the authority of the Board's intended use of the additional tax levy. Ms. York suggested the Board send a letter, signed by the Chairman, stating the use of the additional funds. Commissioner Kennington stated the intent of the majority of the Board, excluding Vice Chairman Puryear, was for the funds to go toward the Person County Museum. Ms. York volunteered to draft such letter addressed to the Tourism Development Authority.

A **motion** was made by Commissioner Blalock, **seconded** by Commissioner Jeffers, and **carried 4-1** to set a public hearing to be held on August 1, 2011. Vice Chairman Puryear cast the lone dissenting vote. Vice Chairman Puryear stated for the record that he would not support any additional tax increase.

A **motion** was made by Commissioner Kennington, **seconded** by Commissioner Jeffers, to direct the Manager to prepare a letter to be signed by the Chairman to Tourism Development Authority informing the Board desire that the additional 1% tax levy be used for the Person County Museum. The **motion was withdrawn** to allow the previous motion to be voted upon.

Mr. Aycock stated the law authorizes the Board to levy the tax and the Tourism Development Authority to decide how to use the proceeds dictating 2/3 to be used to promote travel and tourism with the remainder for tourism related expenditures. Mr. Aycock stated his opinion the definitions are broad enough to include the Museum use, as the Museum use is in effect promoting tourism.

A **motion** was made by Commissioner Kennington, **seconded** by Commissioner Jeffers, and **carried 4-1** to direct the Manager to prepare a letter to be signed by the Chairman to Tourism Development Authority informing the Board desire that the additional 1% tax levy be used for the Person County Museum. Vice Chairman Puryear cast the lone dissenting vote.

Ms. York stated a copy of the letter would be placed in the Board member's mailboxes.

CHAIRMAN'S REPORT:

Chairman Clayton reported on the meeting he and Vice Chairman Puryear had with Board of Education Chair, Gordon Powell and Vice Chair, Jimmy Wilkins noting more information would be forthcoming to the Board of Commissioners from the Board of Education related to the per pupil expenditures and lottery funds as well as indicated the Board of Education would discuss the Old Helena School Building at their next meeting. Ms. York updated the group that the Board of Education did discuss at their last meeting and tabled action related to the Old Helena School Building noting the property had been offered to Piedmont Community College twice prior, once rejected by Dr. Owen and the other time with no response from Dr. Bartlett as well as had discussion about the Old Helena School footprint could be used if a future school was needed. Chairman Clayton stated the Board of Education would have to give the county first choice noting the property would have to come back to Person County in order for the county to transfer to another entity. Commissioner Kennington reiterated the need to request the Board of Education to return the Old Helena School property to Person County for \$1.

A **motion** was made by Commissioner Kennington, **seconded** by Chairman Clayton, and **carried 5-0** to add to the agenda for Board action and to formally request the Board of Education to transfer the ownership of Old Helena School to Person County Government as soon as possible. Chairman Clayton agreed to make the request to the Board of Education Chair.

Commissioner Kennington asked for and received permission to respond directly to the email sent by the Person County Schools Superintendent. Ms. York added her understanding that a formal response is forthcoming as well.

Chairman Clayton commented he would be meeting with Jim Wrenn on Wednesday, July 6, 2011 related to the storm water project.

Chairman Clayton stated he attended the Veteran's Park dedication in Fayetteville on Monday, July 4, 2011 noting 5 from each county (1- volunteer and 4 -veterans) had their handprints bronzed.

MANAGER'S REPORT:

County Manager, Heidi York publicly announced the Sheriff Department \$10,000 funding from United Way to support the GREAT Program.

COMMISSIONER REPORT/COMMENTS:

Commissioner Kennington introduced his 11-year old grandson, Sam Johnson, present in the audience for the meeting and working on merit badges. Commissioner Kennington stated he would be taking his Sam to Washington, DC on Wednesday, July 6, 2011 to expose him to federal government.

Commissioner Blalock stated her daughter, her husband and two children are visiting from Kyrgyzstan for 3 months.

Commissioner Jeffers had no report.

Vice Chairman Puryear had no report.

ADJOURNMENT:

A **motion** was made by Commissioner Blalock, **seconded** by Commissioner Jeffers, and **carried 5-0** to adjourn the meeting at 9:58 p.m.

Brenda B. Reaves
Clerk to the Board

Jimmy B. Clayton
Chairman