

**PERSON COUNTY BOARD OF COMMISSIONERS**

**MAY 4, 2015**

**MEMBERS PRESENT**

**OTHERS PRESENT**

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

Heidi York, County Manager  
C. Ronald Aycock, County Attorney  
Brenda B. Reaves, Clerk to the Board

The Board of Commissioners for the County of Person, North Carolina, met in regular session on Monday, May 4, 2015 at 7:00 pm in the Commissioners' meeting room in the Person County Office Building.

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

**DISCUSSION/ADJUSTMENT/APPROVAL OF AGENDA:**

Chairman Puryear stated staff would like to add a Closed Session to the agenda related to economic development.

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

**PUBLIC HEARING:**

**REQUEST BY DOYLE WILSON FOR A SPECIAL USE PERMIT FOR A CAMPER/RECREATIONAL VEHICLE CAMPGROUND ON A PORTION OF A 62 ACRE PARCEL ON MILL CREEK ROAD (TAX MAP A69 PARCEL 32) HOLLOWAY TOWNSHIP OWNED BY NORMA WALKER:**

A **motion** was made by Commissioner Kendrick and **carried 5-0** to open the duly advertised public hearing for a request by Doyle Wilson for a Special Use Permit for a Camper/Recreational Vehicle Campground on a portion of a 62 acre parcel on Mill Creek Road (Tax Map A69 Parcel 32) Holloway Township owned by Norma Walker.

The public hearing set to hear a request by Doyle Wilson for a Special Use Permit for a Camper/Recreational Vehicle Campground on a portion of a 62 acre parcel on Mill Creek Road (Tax Map A69 Parcel 32) Holloway Township owned by Norma Walker 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 Puryear administered the Oath of Sworn Testimony to the following individuals who would offer testimony during the public hearing:

Mike Ciriello and Doyle Wilson

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Planning Director, Mike Ciriello stated a Special Use Permit application was received for a 5.13 acre Camper / Recreational Vehicle Park. Mr. Ciriello said the property in question is located on Mill Creek Road and is zoned Rural Conservation. There are twelve camper sites proposed; each camper site will be 2,800 square feet in size, have a 10' x 56' gravel camper pad and a 20' x 20' parking area. Mr. Ciriello stated access to the proposed Camper/Recreation Vehicle Campground is off of Mill Creek Road and serviced by a 24' foot wide drive with a fifty foot undisturbed buffer. Each campsite will have water and sewer hookups. Mr. Ciriello stated there are two houses located on the property and if the request is approved, 5.13 acres will be subdivided out to create the campsite area.

Mr. Ciriello stated the Planning Board, at its April 9, 2015 meeting, voted 7-0 to recommend approval of the project.

Commissioner Clayton asked Mr. Ciriello if there was anyone at the Planning Board meeting who objected to the project. Mr. Ciriello stated no. Commissioner Clayton asked if the Planning Board held a public hearing to which Mr. Ciriello replied yes.

Commissioner Jeffers asked Mr. Ciriello in what vicinity would the campground be located within the 62-acre parcel and if there were any adjacent property owners near the proposed campground. Mr. Ciriello answered that the proposed campground would be situated fairly in the middle of the property and he did not foresee any issues with adjacent property owners in the future.

Vice Chairman Newell asked for a description of the location of the property in question. Mr. Doyle Wilson told the group the site is approximately one-fourth mile on Mill Creek Road, and in the general vicinity located between the BP store and the church.

Speaking in favor of the request by Doyle Wilson for a Special Use Permit for a Camper/Recreational Vehicle Campground on a portion of a 62 acre parcel on Mill Creek Road (Tax Map A69 Parcel 32) Holloway Township owned by Norma Walker was Mr. Doyle Wilson of 2025 Mill Creek Road, Roxboro, North Carolina. Mr. Wilson told the Board he was available to answer any questions for the Board.

There was no one in attendance to speak in opposition to the request by Doyle Wilson for a Special Use Permit for a Camper/Recreational Vehicle Campground on a portion of a 62 acre parcel on Mill Creek Road (Tax Map A69 Parcel 32) Holloway Township owned by Norma Walker.

A **motion** was made by Vice Chairman Newell and **carried 5-0** to close the public hearing for a request by Doyle Wilson for a Special Use Permit for a Camper/Recreational Vehicle Campground on a portion of a 62 acre parcel on Mill Creek Road (Tax Map A69 Parcel 32) Holloway Township owned by Norma Walker.

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**CONSIDERATION TO GRANT OR DENY REQUEST BY DOYLE WILSON FOR A SPECIAL USE PERMIT FOR A CAMPER/RECREATIONAL VEHICLE CAMPGROUND ON A PORTION OF A 62 ACRE PARCEL ON MILL CREEK ROAD (TAX MAP A69 PARCEL 32) HOLLOWAY TOWNSHIP OWNED BY NORMA WALKER:**

A **motion** was made by Vice Chairman Newell and **carried 5-0** to approve the request by Doyle Wilson for a Special Use Permit for a Camper/Recreational Vehicle Campground on a portion of a 62 acre parcel on Mill Creek Road (Tax Map A69 Parcel 32) Holloway Township owned by Norma Walker.

**PUBLIC HEARING:**

**REQUEST BY NANCY MAE JACKSON AIKEN TO REZONE TAX MAP 116 PARCEL 33 (ROXBORO TOWNSHIP) ON THE NORTH SIDE OF LEASBURG ROAD (US 158W) FROM RESIDENTIAL (R) TO RURAL CONSERVATION (RC):**

A **motion** was made by Commissioner Kendrick and **carried 5-0** to open the duly advertised public hearing for a request by Nancy Mae Jackson Aiken to rezone Tax Map 116 Parcel 33 (Roxboro Township) on the north side of the Leasburg Road (US 158W) from Residential (R) to Rural Conservation (RC).

Planning Director, Mike Ciriello stated a rezoning request was received to rezone a 105.6 acre parcel on US 158 W Leasburg Road from Residential to Rural Conservation. Mr. Ciriello stated the property in question is wooded with a major stream located on Leasburg Road close to the Roxboro City Limits and the surrounding properties are zoned Residential. Mr. Ciriello noted the property is located mainly in the Roanoke Basin with a portion within the Neuse River Basin which is regulated under the Falls Lake Rules. Mr. Ciriello described the uses nearby as single family dwellings, a subdivision, large parcels of land, a repair garage and Roxboro City Limits. Mr. Ciriello stated should the property be rezoned to Rural Conservation, the property would be allowed to comply with the uses allowed in the RC district which is less restrictive than the Residential Zone.

Mr. Ciriello stated the Planning Board, at its April 9, 2015 meeting, voted 6 to 1 to deny the request.

Mr. Ciriello outlined the options available to the Board of Commissioners:

- 1) Approve the request,
- 2) Deny the request, or
- 3) Send back to the Planning Board as the applicant has requested consideration to amend its application for the rezoning from Residential to Rural Conservation with Special Use (RC SU) with specific restrictions to be re-advertised for a new public hearing before the Planning Board.

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Speaking in favor of the request by Nancy Mae Jackson Aiken to rezone Tax Map 116 Parcel 33 (Roxboro Township) on the north side of the Leasburg Road (US 158W) from Residential (R) to Rural Conservation (RC) were the following individuals:

Mr. David Neill of 424 Fayetteville Street, Suite 2800, Raleigh, North Carolina, an attorney with Smith, Moore, Leatherwood spoke on behalf of the property owner and Cypress Creek Renewables, the party contracted to purchase the property from Ms. Aiken. Mr. Neill acknowledged the concern raised by neighbors related to the request to rezone from R zoning district to RC zoning district noting the RC zoning district allows many uses. As a solution, Mr. Neill proposed an amendment to the application to rezone from R to RC SU to allow the property owner to impose conditions upon the rezoning that would limit the property uses after rezoning to just residential uses plus a solar farm facility which is what Cypress Creek Renewables is interested in locating on the site. Mr. Neill requested the Board of Commissions to send the request back to the Planning Board, allow the applicant to amend its application posing conditions upon the property for further consideration.

Ms. Rose Mary Pries of 107 Brothers Drive, Roxboro, North Carolina, an adjacent property owner, spoke of her support to rezone the parcel to RC only for the use of a solar park permitted and noted her opposition to the rezone of the parcel to RC for any other uses currently permitted in the RC district. Ms. Pries stated the RC zoning district has many undesirable property uses when adjacent to residential uses.

Mr. Ciriello clarified that in the Table of Permitted Uses, the RC zoning district is one of the most generous of the zoning districts with many uses incompatible with residential uses. Mr. Ciriello explained the Special Use (SU) district can be attached to a current zoning that provides for specific restrictions. Commissioner Jeffers asked Mr. Ciriello to address the process for a Special Use for a solar farm in a RC district. Mr. Ciriello stated an amended application from R to RC SU could be reintroduced and advertised for the Planning Board's consideration as a one-step process.

Mr. Ciriello explained the Planning Board, at its April 9, 2015 meeting, had two applications before them for consideration during public hearings: 1) rezoning and if approved, and 2) Special Use Permit (SUP). A SUP is required for an electrical generating facility in any district allowed, which it is allowed in all the districts except for the R zoning district. The Planning Board addressed the rezoning request and voted 6-1 that the request was inappropriate to rezone to RC.

Commissioner Jeffers asked Mr. Ciriello if the Board of Commissioners could consider the rezone request from R to RC SU or if the request had to go before the Planning Board. Mr. Ciriello stated an amended application would need to go back before the Planning Board per general statute.

Mr. Ciriello stated should the request before the Board of Commissioners be denied, an applicant cannot resubmit an application for the same rezoning request for one-year. Mr. Ciriello noted the request to rezone from R to RC SU would be considered a different classification to which conditions are applied.

Speaking in opposition to the request by Nancy Mae Jackson Aiken to rezone Tax Map 116 Parcel 33 (Roxboro Township) on the north side of the Leasburg Road (US 158W) from Residential (R) to Rural Conservation (RC) were the following individuals:

Mr. Sam Wehrenberg of 6704 Pleasant Pines, Raleigh, North Carolina stated he and his wife along with his brother, Mr. John Wehrenberg and his wife are partners/owners of the Rock Garden Subdivision located on Semora Drive. Mr. Wehrenberg represented 15 other adjacent landowners in support of the subject parcel to remain in the R zoning district. Mr. Wehrenberg stated he and the others do not want a 100-acre industrial facility in the middle of 27 suburban residential properties. Mr. Wehrenberg told the Board that the request to rezone is a major departure from the comprehensive plan. Mr. Wehrenberg illustrated the current four solar farm locations on industrial property or in the RC zoning districts using a Person County zoning map noting the Aiken 100-acre parcel is located in suburban residential area. Mr. Wehrenberg stated he was in favor of solar farms in RC districts but not so in residential districts. Mr. Wehrenberg noted it was stated in the Planning Board meeting that the rezone would not de-value adjacent property so he called all 16 realtors in the Roxboro phone book and asked the question, "Do you think that a solar farm would make a residential property next to it, harder to sell?" Of the 16 calls, Mr. Wehrenberg stated he received 13 responses as follows: 12 realtors stated it might affect the resale or it would affect the resale, 3 realtors advised to sell his property and 1 realtor did not think that the solar farm would affect the resale. Mr. Wehrenberg stated he then organized a petition to keep the parcel zoned R and not rezoned to RC which lists 15 signatures that represent 22 owners or 68% of the adjacent landowners. Mr. Wehrenberg stated that he had not been able to contact 4 of the remaining 7 owners with 3 of the remaining 7 owners were indifferent and did not mind having a solar farm adjacent to their property. According to the County's Land Use Plan, 85% of the real estate tax base is single family homes (2000 data), with 6% of the revenue coming from industrial. Mr. Wehrenberg said to approve the request is a vote of no support for 85% of the County's tax base with the wrong message to future homeowners and developers to invest in residential property. Mr. Wehrenberg stated the Board's duty to protect existing property, review the benefits, determine if the property owners may be harmed by such action to rezone, review the relationship of the proposed use with the adjacent property uses. Mr. Wehrenberg stated the zoning application states a reference to special permits "The Commissioners shall find, in order to approve, that the use will not substantially injure the value of adjoining or abutting property, that the location and character of the use if developed according to the plan is submitted and approved will be in harmony with the area to which it is to be located in the general conformity with the Comprehensive Plan. Mr. Wehrenberg requested the Board of Commissioners to deny the request to protect adjacent landowners, the neighborhood and the integrity of the Comprehensive Plan.

Mr. John Wehrenberg of 108 Gambit Court, Washington, North Carolina stated both he and his brother grew up on Bethel Hill and visit Person County often as both reside out of the county. Mr. Wehrenberg stated they have financial investments in Person County. Mr. Wehrenberg asked questions for the applicant: “What happens to a solar farm company if they go bankrupt?” “What happens to the panels?” “Who is responsible for getting rid of them on the property?” Mr. Wehrenberg stated the portion of the parcel adjacent to their property is woodland, cut over 30-40 years ago. “What is going to happen to all the wooded material?” “Burn, pile it up, or haul it off?” Mr. Wehrenberg stated there was a stream that goes into WSII water supply watershed for Roxboro. Mr. Wehrenberg stated if 30 acres are cleared, there will be run-off to their property. Mr. Wehrenberg noted Person County will earn the same amount of income from taxes from the solar farm company in a RC district as in a residential district. Mr. Wehrenberg reminded the Board the following statements from the County’s Comprehensive Plan:

- Maintain property value
- Formulate growth, patterns that consider long term implications of development
- Encourage traditional single family neighborhoods
- Locate areas of future water and sewer growth
- Utilizing railroads and the 501 corridor for industrial growth

Mr. Wehrenberg stated the purpose of the Land Use Plan is to help leaders focus on the future proposals that will have a tremendous impact on the overall livability of the community. Mr. Wehrenberg advocated for the parcel in question to remain residential and asked the Board to keep it in residential.

A **motion** was made by Vice Chairman Newell and **carried 5-0** to close the public hearing for the request by Nancy Mae Jackson Aiken to rezone Tax Map 116 Parcel 33 (Roxboro Township) on the north side of the Leasburg Road (US 158W) from Residential (R) to Rural Conservation (RC).

**CONSIDERATION TO GRANT OR DENY REQUEST BY NANCY MAE JACKSON AIKEN TO REZONE TAX MAP 116 PARCEL 33 (ROXBORO TOWNSHIP) ON THE NORTH SIDE OF LEASBURG ROAD (US 158W) FROM RESIDENTIAL (R) TO RURAL CONSERVATION (RC):**

Commissioner Clayton asked the County Attorney if the request before the Board to rezone would be considered spot zoning. County Attorney, Ron Aycock stated he would need to research to answer Commissioner Clayton’s questions. Planning Director, Mike Ciriello stated there are four factors in determining a reasonable basis for spot zoning. They are as follows:

1. Size of tract. The general rule is the smaller the tract, the more likely the rezoning will be held invalid.

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2. Compatibility with Plan. Need to see if the rezoning fits into a larger context involving rational planning for the community.
3. Benefits and Detriments. Who benefits and who is harmed from the rezoning? Need to look at the property owner and the neighbors.
4. Relationship of Uses. Need to look at the relationship between the proposed uses and the current uses of adjacent properties.

Commissioner Jeffers stated opposition to the request to rezone a parcel with its close proximity to the Roxboro City Limits.

Vice Chairman Newell asked Mr. Aycock if the Board was denying the applicant due process by not sending back to the Planning Board. Mr. Aycock said the Board of Commissioners has full discretion to take action as deemed appropriate.

Commissioner Kendrick stated his opposition to solar farms and corporate subsidies with the government subsidizing but supported personal property rights and the request to send back to the Planning Board for consideration for RC SU.

A **motion** was made by Commissioner Jeffers and **carried 4-1** to deny the request by Nancy Mae Jackson Aiken to rezone Tax Map 116 Parcel 33 (Roxboro Township) on the north side of the Leasburg Road (US 158W) from Residential (R) to Rural Conservation (RC). Commissioner Kendrick cast the lone dissenting vote.

#### **PUBLIC HEARING:**

#### **A FINANCIAL GRANT INCENTIVE APPROPRIATING \$30,000 COUNTY GENERAL FUNDS OVER A 3-YEAR PERIOD (\$10,000 PER FISCAL YEAR) TO THE CITY OF ROXBORO FOR THE PROVISION OF PUBLIC SIDEWALKS AND HANDICAP PARKING AREAS:**

A **motion** was made by Commissioner Kendrick and **carried 5-0** to open the duly advertised public hearing for consideration of a financial grant incentive appropriating \$30,000 County General Funds over a 3-year period (\$10,000 per Fiscal Year) to the City of Roxboro for the provision of public sidewalks and handicap parking areas.

Economic Development Director, Stuart Gilbert presented to the Board the Public Infrastructure and Economic Development Agreement by and between Roxboro Development Group, Hall's Agri-Business, LLC, Person County and the City of Roxboro. Mr. Gilbert stated the City of Roxboro has already approved the agreement and the Board of Commissioners is allowed by general statute to enter into the proposed agreement as well as fund a financial grant incentive to the City of Roxboro. Mr. Gilbert explained the County is proposing a financial grant incentive to the City of Roxboro for the provision of public sidewalks that will benefit Hall's Agribusiness' new 13,000 sq. ft. facility to which projects 55 new jobs would be created over the 3-year period.

Mr. Gilbert stated the appropriation of \$30,000 would be funded over three fiscal years with the first payment of \$10,000 would not be due to the City of Roxboro until the sidewalks were complete.

There were no individuals appearing before the Board to speak in favor or in opposition to the financial grant incentive appropriating \$30,000 County General Funds over a 3-year period (\$10,000 per Fiscal Year) to the City of Roxboro for the provision of public sidewalks and handicap parking areas.

A **motion** was made by Commissioner Kendrick and **carried 5-0** to close the public hearing for the financial grant incentive appropriating \$30,000 County General Funds over a 3-year period (\$10,000 per Fiscal Year) to the City of Roxboro for the provision of public sidewalks and handicap parking areas.

**CONSIDERATION TO GRANT OR DENY A FINANCIAL GRANT INCENTIVE APPROPRIATING \$30,000 COUNTY GENERAL FUNDS OVER A 3-YEAR PERIOD (\$10,000 PER FISCAL YEAR) TO THE CITY OF ROXBORO FOR THE PROVISION OF PUBLIC SIDEWALKS AND HANDICAP PARKING AREAS:**

Economic Development Director, Stuart Gilbert stated the owners of Hall's Agribusiness are making a substantial investment in the Roxboro Uptown area for additional 13,000 sq. ft. tenant space adjacent to Merritt Commons. Mr. Gilbert noted the City of Roxboro has contributed to the project with the new City parking lot repavement.

A **motion** was made by Commissioner Clayton and **carried 5-0** to approve a financial grant incentive appropriating \$30,000 County General Funds over a 3-year period (\$10,000 per Fiscal Year) to the City of Roxboro for the provision of public sidewalks and handicap parking areas as well as the Public Infrastructure and Economic Development Agreement by and between Roxboro Development Group, Hall's Agri-Business, LLC, Person County and the City of Roxboro.



**PUBLIC INFRASTRUCTURE AND ECONOMIC DEVELOPMENT AGREEMENT**

**THIS AGREEMENT** ("Agreement"), made and entered into this the 14<sup>th</sup> day of April, 2015, (the "Effective Date") by and between Roxboro Development Group, Inc., ("RDG"), Hall's Agri-Business, LLC ("Hall's"), Person County ("County"), and The City of Roxboro ("City");

**WITNESSETH:**

**THAT WHEREAS**, Hall's is considering improving a large portion of its property located on both Abbitt Street and Gordon Street in the City of Roxboro and Person County, North Carolina (the "Property" as hereinafter defined);

**AND WHEREAS**, the Property, following the completion of such improvements, would increase the property tax and employment base of both the City of Roxboro and the County of Person, and such improvements will positively improve economic conditions and the vitality of what is popularly known as Uptown Roxboro therein;

**AND WHEREAS**, the improvements to the property include the repair and replacement of public sidewalks owned by the City of Roxboro, the establishment of restrooms available for use by the public, and the creation of another pedestrian connection from the public parking area to the courthouse and the City's central business district.

**AND WHEREAS**, this agreement does not include provisions for the maintenance and operation of the public restrooms as depicted in Exhibit A. The maintenance of the said public restrooms will be formalized in a later agreement between all of the parties and will include, but not be limited to, such terms such as: responsibilities for cleaning, maintaining, providing supplies, lighting, water, sewer, utilities, hours of operation and specific terms and conditions for after hour operations.

**AND WHEREAS**, RDG is a private, non-profit corporation which works collaboratively with the City of Roxboro and the County of Person for the promotion of economic development within their respective jurisdictions;

**AND WHEREAS**, RDG is willing to offer certain incentives to Hall's to induce it to complete various improvements to the Property, contingent upon minimum levels of improvements to the Property;

**AND WHEREAS**, Person County is willing to offer financial consideration to the City of Roxboro for the costs associated with the repair and replacement of public sidewalks and handicap parking areas that will be made to ensure ADA compliance;

**AND WHEREAS**, The City of Roxboro is willing to offer financial consideration under N.C. Gen. Statute § 160A-458.3 for the completion of public restrooms, a new pedestrian

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connection, repairs and replacement of City sidewalks for ADA compatibility, and other improvements associated with this "Downtown Development Project";

**NOW THEREFORE**, for and in consideration of the foregoing and of the mutual covenants and agreements contained herein, and intending to be legally bound hereby, RDG, Hall's, City, and County do contract and agree as follows:

1. **Definitions.** In addition to other terms defined herein, the following terms shall have the meaning set forth with respect thereto.

a. **Capital Investment:** A long-term, tangible asset held for business use and not expected to be converted to cash in the current or upcoming fiscal year, such as retail equipment, fixtures, furnishings and facilities.

b. **Property:** A series of buildings, their attendant sidewalks (but such sidewalks are owned and maintained by the City of Roxboro), their respective handicap accessible entrances, and the alley way connecting Abbitt Street and Merritt Commons now owned by Hall's and located at the following addresses:

13 Abbitt Street (Portion)  
Roxboro, North Carolina 27573

25 Abbitt Street  
Roxboro, North Carolina 27573

29 Abbitt Street  
Roxboro, North Carolina 27573

24 Gordon Street  
Roxboro, NC 27573

117 North Main Street  
Roxboro, North Carolina 27573

119 North Main Street (Portion)  
Roxboro, North Carolina 27573

c. **Improvements:** Improvements to the sidewalks, façade, and interior of the Property in a substantially similar manner as contained in Exhibit A attached hereto and incorporated herein by reference.

d. **Substantial Completion:** Completion of the Improvements in a manner allowing approval by regulatory authorities having applicable oversight responsibility of

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occupancy of the Improvements for the purpose for which they are intended. Substantial Completion shall be defined by each entity as:

RDG: The completion of repair or renovation of the sidewalks, façade, and interior of the Property as shown in Exhibit A.

County: The completion of repairs and replacement of City sidewalks located between Merritt Commons and Hall's Property and between Abbitt Street and the Hall's Property (if needed) to comply with ADA standards.

City: The creation of the pedestrian connection located on Hall's property from Merritt Commons parking lot to the City's sidewalk on Abbitt Street. The completion of repairs and/or replacement of City sidewalk located between Merritt Commons and Hall's Property and between Abbitt Street and the Hall's Property (if needed) to comply with ADA standards. The completion of the public restrooms as shown in Exhibit A, as inspected and approved by regulatory authorities having applicable oversight responsibility of occupancy of the Improvements for the purpose for which they are intended.

2. **Financial Considerations.** RDG, the County, and the City agree to provide or cause to be provided a series of financial considerations to Hall's for improvements payable in single payments or installments as follows:

RDG: – RDG will provide a lump payment of Five Thousand & 00/100 Dollars (\$5,000) to Hall's upon substantial completion as defined in Section 1(d).

County: – Person County will provide the City with three (3) annual payments of Ten Thousand & 00/100 Dollars (\$10,000) for a total of Thirty Thousand & 00/100 Dollars (\$30,000). The first payment will be made when the County's substantial completion has been met, and the second & third payments shall occur on the same date over the next 2 years following the first payment.

City: – The City of Roxboro will provide Hall's with three (3) annual payments of Ten Thousand & 00/100 Dollars (\$10,000) for a total of Thirty Thousand & 00/100 Dollars (\$30,000). The first payment will be made when the County's substantial completion has been met and the County's first payment has been made to the City, and occur on the same date over the next 2 years after the County's payment has been received by the City. The City, in addition to the aforementioned payments, will also provide a lump payment of Thirty Thousand & 00/100 Dollars (\$30,000) once the City's substantial completion has been met.

The Financial Considerations are limited to the amounts specified and are deliverable as set forth above, subject to the other provisions of this Agreement. If Hall's has an overdue debt owing to the City or County, no payments will be made under this Agreement until that debt has been satisfied.

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3. **Reciprocal Commitment by Hall's.** In consideration of the foregoing, Hall's hereby agrees as follows, and acknowledges that the obligations to provide the financial considerations enumerated in Section 2 hereinabove are contingent upon its performance of the following:

a. **Improvements to be Completed at the Site of the Property.** Hall's shall complete the Improvements within twenty-four (24) months from the Effective Date. If however, the Improvements are not achieved within twenty four (24) months of the Effective Date of this Agreement, RDG, the County, and the City shall be relieved of their responsibilities to provide the financial considerations specified in Section 2.

b. **Investment.** A total Capital Investment in the Property of not less than One Million 00/100 Dollars (\$1,000,000.00).

4. **Default.** The City, County, RDG or Hall's shall be in default under this Agreement if any party shall fail to pay any amount due and owing hereunder or if any party should fail to timely and properly observe, keep or perform any term, covenant, agreement or condition of this Agreement or any other document related to the subject matter hereof. In the event of default, all parties shall have all rights, powers and remedies available under this Agreement, as well as all rights and remedies available at law or in equity. In the event it becomes necessary for any party to file suit to enforce any of the provisions hereof, the prevailing party in such litigation shall be entitled to recover its costs and its reasonable attorney fees incurred in such litigation.

5. **Representations and Warranties of Hall's.** Hall's represents and warrants to RDG, the City, and the County as follows:

a. **Good Standing.** Hall's is a North Carolina limited liability company, duly organized, validly existing and authorized to do business in the State of North Carolina, and has the requisite power and authority to conduct business in North Carolina.

b. **Authority and Compliance.** Hall's has full power and authority to execute and deliver this Agreement and all other documents related to the subject matter hereof and to incur and perform the obligations provided for herein, all of which have been duly authorized by all proper and necessary action of its managers and/or members, as required. No consent or approval of any other third party is required as a condition to the validity of this Agreement and all other documents related to the subject matter hereof. Hall's is in compliance with all laws and regulatory requirements to which it is subject.

c. **Litigation.** There is no action, suit, proceeding or investigation, at law or in equity, before any court, public board or body pending, or to Hall's knowledge, threatened against or affecting it, that could or might adversely affect the Property or any of the transactions contemplated by this Agreement, or the validity or enforceability of this Agreement, or Hall's ability to discharge its obligations under this Agreement. If it is subsequently found that an act, suit, proceeding or investigation did or could threaten the development of the Property or the fulfillment of its obligations hereunder, same shall be subject to treatment as an event of default under Section 5 hereinabove.

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d. **No Conflicting Agreements.** There is no operating agreement provision or any other document pertaining to the organization, power or authority of Hall's, and no provision of any existing agreement, mortgage, indenture or contract binding on it or affecting its assets, which would conflict with or in any way prevent the execution, delivery or carrying out of the terms of this Agreement and all other documents related to the subject matter hereof.

e. **Taxes.** All taxes and assessments due and payable by Hall's have been paid or are being contested in good faith by appropriate proceedings, and Hall's has filed all tax returns which it is required to file.

f. **Financial Statements.** Hall's will provide RDG, the City and the County access to the project's plans, the costs of construction of the items agreed to be funded, as well as a letter of commitment from the bank for a construction or other loan and confirmation from the bank that all payments on the loan are current during the life of the agreement.

g. **Continuation of Representations and Warranties.** All representations and warranties made under this Agreement shall be deemed to be made at and as of the Effective Date and as of the date of any payments to be made under this Agreement.

6. **Representations and Warranties of RDG.** RDG represents and warrants to Hall's as follows:

a. **Good Standing.** RDG is a North Carolina non-profit corporation, duly organized, validly existing and authorized to do business in the State of North Carolina, and in good standing under the laws of the State of North Carolina, and has the power and authority to carry out its business therein.

b. **Authority and Compliance.** RDG has full power and authority to execute and deliver this Agreement and all other documents related to the subject matter hereof, and to incur and perform the obligations provided for herein, all of which have been duly authorized by all proper and necessary action of its board of directors, and RDG has been authorized by the City of Roxboro to act as their economic development agent for this Agreement only. No consent or approval of any other third party is required as a condition to the validity of this Agreement and all other documents related to the subject matter hereof. RDG is in compliance with all laws and regulatory requirements to which it is subject.

c. **Litigation.** There is no action, suit, proceeding or investigation, at law or in equity, before any court, public board or body pending, or to RDG's knowledge, threatened against or affecting it, that could or might adversely affect any of the transactions contemplated by this Agreement, or the validity or enforceability of this Agreement, or RDG's ability to discharge its obligations under this Agreement. If it is subsequently found that an act, suit, proceeding or investigation did or could threaten the fulfillment of its obligations hereunder, same shall be subject to treatment as an event of default under Section 5 hereinabove.

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d. **No Conflicting Agreements.** There is no charter or bylaws provision or any other document pertaining to the organization, power or authority of RDG, and no provision of any existing agreement, mortgage, indenture or contract binding on it or affecting its assets, which would conflict with or in any way prevent the execution, delivery or carrying out of the terms of this Agreement and all other documents related to the subject matter hereof.

e. **Taxes.** All taxes and assessments due and payable by RDG have been paid or are being contested in good faith by appropriate proceedings, and RDG has filed all tax returns which it is required to file.

**7. Representations and Warranties of the City of Roxboro.** City represents and warrants to Hall's as follows:

a. **Authority and Compliance.** City has full power and authority to execute and deliver this Agreement and all other documents related to the subject matter hereof, and to incur and perform the obligations provided for herein. No consent or approval of any other third party is required as a condition to the validity of this Agreement and all other documents related to the subject matter hereof. City is in compliance with all laws and regulatory requirements to which it is subject.

b. **Litigation.** There is no action, suit, proceeding or investigation, at law or in equity, before any court, public board or body pending, or to City's knowledge, threatened against or affecting it, that could or might adversely affect any of the transactions contemplated by this Agreement, or the validity or enforceability of this Agreement, or City's ability to discharge its obligations under this Agreement. If it is subsequently found that an act, suit, proceeding or investigation did or could threaten the fulfillment of its obligations hereunder, same shall be subject to treatment as an event of default hereinabove.

**8. Representations and Warranties of the County of Person.** County represents and warrants to Hall's as follows:

a. **Authority and Compliance.** County has full power and authority to execute and deliver this Agreement and all other documents related to the subject matter hereof, and to incur and perform the obligations provided for herein. No consent or approval of any other third party is required as a condition to the validity of this Agreement and all other documents related to the subject matter hereof. County is in compliance with all laws and regulatory requirements to which it is subject.

b. **Litigation.** There is no action, suit, proceeding or investigation, at law or in equity, before any court, public board or body pending, or to County's knowledge, threatened against or affecting it, that could or might adversely affect any of the transactions contemplated by this Agreement, or the validity or enforceability of this Agreement, or

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County's ability to discharge its obligations under this Agreement. If it is subsequently found that an act, suit, proceeding or investigation did or could threaten the fulfillment of its obligations hereunder, same shall be subject to treatment as an event of default hereinabove.

9. **Affirmative Covenants by Hall's.** Until performance of all obligations of Hall's under this Agreement, Hall's covenants to:

a. **Financial Statements and Other Information.** Maintain a system of accounting in accordance with GAAP applied on a consistent basis throughout the period involved.

b. **Insurance.** Maintain insurance with responsible insurance companies licensed to do business in the State of North Carolina on such of its assets, in such amounts and against such risks as is customarily maintained by similar businesses operating in the same vicinity, specifically to include fire and extended coverage insurance covering all assets, and liability insurance in such amounts as are commercially reasonable. Certificates reflecting such insurance coverage shall be provided to RDG, the City, and the County within thirty (30) days of the Effective Date and within ten (10) days of each renewal date thereof.

c. **Existence and Compliance.** Maintain its existence, good standing and qualification to do business where required, and comply with all laws, regulations and governmental requirements.

d. **Taxes and Other Obligations.** Pay all of its taxes, assessments and other obligations, including, but limited to, taxes, costs and other expenses out of this transaction, as same become due and payable, except to the extent the same are being contested in good faith by appropriate proceedings in a diligent manner.

e. **Adverse Conditions or Events.** Promptly advise RDG in writing of:

(i) any condition, event or act which comes to its attention that would or might materially adversely affect Hall's finances or operations or RDG's rights under this Agreement; and

(ii) any event that has occurred that would constitute an event of default under this Agreement.

10. **Notices.** All notices, requests or demands which either party is required or may desire to give to the other party under any provision of this Agreement shall be in writing and delivered to the other party at the following addresses:

Roxboro Development Group, Inc.  
P.O. Box 128  
Roxboro, North Carolina 27573  
Attention: Lauren Wrenn

City of Roxboro  
105 S. Lamar Street  
Roxboro, NC 27573  
Attention: City Manager Stephen Steese

Person County Local Government  
304 South Morgan Street  
Roxboro, NC 27573  
Attention: County Manager Heidi York

Hall's Agri-Business, LLC  
705 Berryhill Road  
Roxboro, North Carolina 27574  
Attention: Joseph B H Berryhill, Agent

or to such other address as either may designate by written notice to the other party. Such notice, request, or demand shall be deemed given or made as follows: (a) if sent by mail, upon the earlier of the date of receipt or five (5) days after deposit in the U. S. Mail, first class postage prepaid, certified with return receipt requested; or (b) if by any other means, upon personal delivery.

11. **Miscellaneous.** The parties further covenant and agree:

- a. **Cumulative Rights and No Waiver.** Each and every right granted to either party under this Agreement or allowed it by law or equity shall be cumulative of each other and may be exercised in addition to any and all other rights of such party, and no delay in exercising any right shall operate as a waiver thereof, nor shall any single or partial exercise by a party of any right preclude any other or future exercise thereof or the exercise of any other right.
- b. **Applicable Law.** This Agreement and the rights and obligations of the parties hereunder shall be governed and interpreted in accordance with the laws of the State of North Carolina.
- c. **Venue.** It is agreed that this Agreement is performable in Roxboro, Person County, North Carolina, and any legal action brought to enforce any of the provisions hereof shall be brought in the state or federal court having jurisdiction therein.
- d. **Amendment.** No modification, consent, amendment or waiver of any provision of this Agreement, nor consent to any departure by either party from the provisions thereof, shall be effective unless the same shall be in writing and signed by the parties hereto, and then shall be effective only in the specified instance and for the purpose for which given.
- e. **Binding on Successors and Assigns.** This Agreement is binding upon and shall inure to the benefit of the parties hereto, their successors and assigns, provided, however, that

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no assignment or other transfer by Hall's of this Agreement, or any part thereof, shall be made or become effective without the prior written consent of the City, County and RDG.

f. **Partial Invalidity.** The unenforceability or invalidity of any provision of this Agreement shall not affect the enforceability or validity of any other provision herein.

g. **Survival.** All covenants, agreements, representations and warranties made herein or in any other documents relating to the subject matter hereof shall survive the provision of the Incentives and shall continue in full force and effect as long as required for complete and full performance of all of the terms and conditions hereof.

h. **Captions.** Captions have been included for convenience only and shall have no effect on the interpretation of the particular provision which each identifies.

i. **Obligations of Person County.** It is expressly understood and agreed by all parties that Person County's participation in and obligations under this agreement is solely to provide financial assistance to the City of Roxboro for publicly owned sidewalks and public handicap parking and ramp areas so long as Roxboro is in compliance with the provisions of N.C. Gen. Statute § 160A-458.3.

**IN WITNESS WHEREOF**, the parties have caused the duly authorized execution hereof, in duplicate originals, this the day and year first above written. The City of Roxboro and Person County join as signatories hereto in order to evidence their approval of the representation made herein for the City and Person County acknowledges its obligations herein.

ROXBORO DEVELOPMENT GROUP, INC.

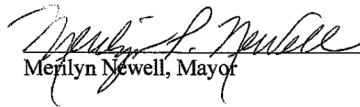
\_\_\_\_\_(SEAL)  
Will Carver, President

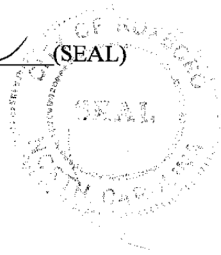
HALL'S AGRI-BUSINESS, LLC

\_\_\_\_\_(SEAL)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

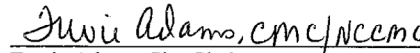
May 4, 2015

CITY OF ROXBORO, NORTH CAROLINA

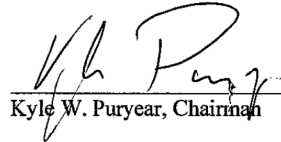
 (SEAL)  
Marilyn Newell, Mayor



ATTEST:

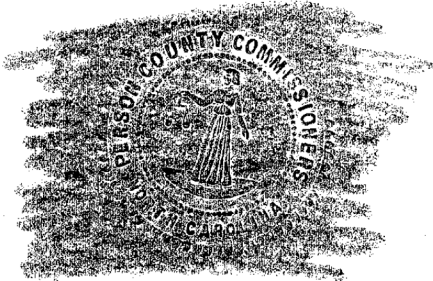
  
Trevie Adams, City Clerk

COMMISSIONERS PERSON/ COUNTY BOARD OF COUNTY

 (SEAL)  
Kyle W. Puryear, Chairman

ATTEST:

  
Brenda B. Reaves, Clerk to the Board



### **INFORMAL COMMENTS:**

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

Ms. Susan Naylor and Mr. George Naylor of 481 Valhalla Drive, Timberlake advocated for the Board to allow representatives from the Senior Center to have input in the planning for the space needs related to the design of the new Person County Senior Center.

Mr. Arnold McCoy of 430 Hazel Lawson Road referred to a petition he had submitted to the Board that listed 40 signatures of homeowners in the Allensville community in opposition to gun firing range located off Hazel Lawson Loop Road that is under the Sernoma Hunting Club. Mr. McCoy requested Board action to eliminate the firing range for families to have some peace noting people living in the area have endured very loud gun shots, explosive sounds and constant shooting on a daily basis. Mr. McCoy stated his efforts with the Sheriff have had no results. Chairman Puryear suggested Mr. McCoy to contact the County Manager after the meeting.

Sheriff Dewey Jones briefed the Board on an event held on May 3, 2015 at the Roxboro Motorsports Dragstrip and referred to as Apple Chill. Sheriff Jones stated approximately 21,000 people were in attendance which overwhelmed off-duty public safety personnel and caused extreme traffic congestion resulting in two minor wrecks and 5-6 individuals needing medical attention. Sheriff Jones stated his Office's efforts to block the event and suggested future consideration to enact an ordinance to prevent such events from coming to Person County. Commissioner Clayton referred the Sheriff, County Manager, County Attorney and the Planning Director to review a mass gathering state law and general statutes that may address a permitting process from the Health Department for a large crowd as described.

### **DISCUSSION/ADJUSTMENT/APPROVAL OF CONSENT AGENDA:**

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

- A. Approval of Minutes of April 20, 2015,
- B. Budget Amendment #16, and
- C. Bullet Proof Vest Grant 2015-2017

**UNFINISHED BUSINESS:**

**UPDATE TO THE COUNTY EMPLOYEE HEALTH BENEFITS PLAN FOR FY15-16:**

County Manager, Heidi York reminded the Board the FY15-16 health benefits plan was presented by Thompson-Allen and Scott Benefit Services, the County's brokers, at its March 16, 2015 Board meeting. Ms. York stated that since that time, the brokers have revised the cost projections for a self-funded benefit plan and Mr. Phillip Allen of Thompson-Allen will present the revision to the Board. Ms. York told the group that any savings will not be included in the monthly premiums but realized at the end of the fiscal year as a reserve for the County to sustain the self-funded benefits plan over time.

Mr. Allen gave the Board a revised spreadsheet and reported the self-funded approach is still the most attractive option for Person County. Mr. Allen presented the self-funded maximum costs at current enrollment are \$2,915,018, a lower cost by \$178,542 compared to the most competitive fully insured renewal at \$3,093,560.

Mr. Allen stated the \$2,915,018 revised maximum costs are \$66,793 less than the original number presented in March.

Mr. Allen said that Coventry is the right partner with the greatest discounts, lowest rates in this area as well as complete data and contract. The four standard carriers in North Carolina which are Blue Cross Blue Shield, Cigna, Coventry and United Healthcare. Both United Healthcare and Cigna declined to quote.

Mr. Allen noted the loss ratio for period July 1, 2013 – July 1, 2014 was 88.87%. For the most recent 12 months, Mr. Allen stated the trend has improved, the loss ratio is 76.12%. The County currently enrolls 412 subscribers to the health benefits plan.

A **motion** was made by Vice Chairman Newell and **carried 4-1** to approve the Coventry Self-Funded with Current Plan Design as presented. Commissioner Clayton cast the lone dissenting vote. Although the County Manager was not directed to do so this year, Commissioner Clayton and Vice Chairman Newell stated their preference that in the future at least three proposals from three different brokers should be sought.

Employee Owned

SCOTT BENEFIT SERVICES

Person County Government

July 1, 2015 Medical Renewal Analysis

	Current Coventry	Fully Insured Renewal Coventry	BCBSNC Fully Insured Renewal	Fully Insured CareLink (assumes full replacement with CareLink Duke)	Coventry Self-Funded with Current Plan Design
Administrator	Coventry	Coventry	BCBSNC	Coventry	Coventry
Stop Loss Carrier	Fully Insured	Fully Insured	Fully Insured	Fully Insured	Self-Funded
Funding Type					\$125,000
Stop Loss Level					12/12
Specific Contract Type					Unlimited
Annual ISL Maximum					Medical and Rx
Benefits Under Specific					115%
Aggregate Protection					12/12
Aggregate Contract Type					Medical and Rx
Benefits Under Aggregate					412
Enrollment Calculation	412	412	412	412	324
Employees Only (Single)	324	324	324	324	88
Employees With Dependents (Family)	88	88	88	88	
<b>Administrative Costs</b>					
Medical Administration					\$19.49
Network Access					Included in admin fee
Vision					\$0.00
PPACA (estimated) (TRF & PCORI Fees)					\$5.29
Consulting Fee					\$10.50
Total Administrative Cost PEPM					\$35.28
<b>Annual Estimated Admin Costs</b>					
<b>Annual Dollar Change From Current</b>					<b>\$174,424</b>
<b>Total Reinsurance Costs</b>					
Single Specific Charge					\$52.16
Family Specific Charge					\$136.56
Specific Composite Premium					\$70.19
Aggregate Premium					\$11.99
Total Reinsurance Cost PEPM					\$82.18
<b>Annual Estimated Reinsurance Costs</b>					
<b>Annual Dollar Change From Current</b>					<b>\$406,284</b>
<b>Total Fixed Cost</b>					
Total Fixed Cost PEPM					\$117.46
<b>Total Annual Fixed Costs</b>					
<b>Annual Dollar Change From Current</b>					<b>\$580,708</b>
<b>Expected Claims Liability</b>					
Expected Composite Factor PEPM					\$410.57
<b>Annual Expected Liability for Med &amp; RX Claims</b>					
<b>Annual Dollar Change From Current</b>					<b>\$2,029,834</b>
<b>Maximum Claims Liability</b>					
Aggregate Composite Factor					\$472.15
<b>Annual Max Liability for Med &amp; RX Claims</b>					
<b>Annual Dollar Change From Current</b>					<b>\$9,334,310</b>
<b>Total Annual Costs</b>					
Total Expected Cost PEPM	\$553.61	\$625.72	\$638.23	\$576.17	\$528.02
<b>Exp. Costs at Current Enrollment</b>	<b>\$2,737,048</b>	<b>\$3,083,560</b>	<b>\$3,155,409</b>	<b>\$2,856,472</b>	<b>\$2,610,543</b>
Annual Dollar Change From Current		13.03%	15.29%	4.44%	-4.62%
<b>Max. Costs at Current Enrollment</b>					
Annual Dollar Change From Current					<b>\$2,915,018</b>
Variance From Current					6.50%
Variance From Current					<b>\$3,118,001</b>

Illustration of 125% corridor

\*This document was created by Scott Benefit Services for exclusive use by Person County Government. It should not be distributed to any other party without the consent of Scott Benefit Services. RFP was sent to BCBS NC, UHC, and Cigna. UHC and Cigna Declined to Quote citing they were not competitive with current pricing.

**NEW BUSINESS:**

**A RESOLUTION REQUESTING A CHANGE TO THE STATE'S REQUIREMENTS FOR STORMWATER REGULATION:**

Planning Director, Mike Ciriello noted at the April 20, 2015 Board of Commissioners' meeting, staff was asked to craft a resolution requesting a change to the Falls Lake Stormwater Rules. A Resolution requesting a Change to the State's Requirements for Stormwater Regulation addressed to the State of North Carolina Department of Water Resources (DWR) and the Environmental Management Commission (EMC) requests consideration changing the Rules to revise the standard that requires a stormwater plan for residential properties that exceed ½ acre of land disturbance to be increased to 1 acre.

A **motion** was made by Commissioner Clayton and **carried 5-0** to adopt a Resolution Requesting a Change to the State's Requirements for Stormwater Regulation.

**A RESOLUTION REQUESTING A CHANGE TO THE STATE'S  
REQUIREMENTS FOR STORMWATER REGULATION**

**WHEREAS**, Person County, pursuant to state requirements, has enacted a stormwater regulation ordinance; and,

**WHEREAS**, most of the land regulated in Person County is utilized for low impact activities; and,

**WHEREAS**, the Person County geographic area is located at least 15 miles from the Falls Lake impoundment area; and,

**WHEREAS**, present stormwater rules requires compliance with the rules when there is a minimum area of land disturbance of one-half acre; and,

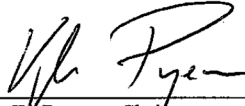
**WHEREAS**, any land disturbance of less than one acre in Person County is not likely to have an adverse effect on water quality

**NOW THEREFORE BE IT RESOLVED** by the Person County Board of County Commissioners that the state stormwater regulations affecting Person County be amended by the appropriate state agency so as not to require that land disturbance of one acre or less for residential purposes be subject to the stormwater regulations.

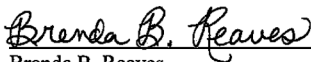
**BE IT FURTHER RESOLVED** that copies of this regulation be provided to:

- 1) The members of the General Assembly representing Person County,
- 2) The Secretary of the NC Department of Water Resources, and
- 3) The Upper Neuse River Basin Association (UNRBA)

**Adopted this the 4<sup>th</sup> day of May 2015.**

  
\_\_\_\_\_  
Kyle W. Puryear, Chairman  
Person County Board of Commissioners

Attest:

  
\_\_\_\_\_  
Brenda B. Reaves  
Clerk to the Board



**May 4, 2015**

### NEXT STEPS FOR THE SENIOR CENTER PROJECT:

County Manager, Heidi York noted at the Board's April 20, 2015 meeting, Commissioners voted 4-1 to proceed with Option 4 for the construction and renovation of a senior center as presented by Brockwell Associates. This option consists of a renovation to 6,000 square feet of the former senior center building plus the new construction of an additional 6,000 square feet on the adjoining open space lot at an estimated cost of \$2.27M. The Board has also approved this project for the FY15-16 Capital Improvement Plan with the intent to finance this project. Ms. York outlined the process with the following next steps.

Next steps:	Proposed timeline
1. Issue a Request for Qualifications (as required by G.S. 143-64.31) and select an architectural firm	8 weeks
2. Design team (architectural, engineering, county, senior center reps) determines preliminary programming space requirements	2-4 weeks
3. Schematic design developed based on programming requirements presented to Board for input approval	2-4 weeks
4. Design development based upon approved preliminary schematics	4-6 weeks
5. Construction documents & specifications for construction bid proposal	4-8 weeks
6. Award a General Contractor based on bid	4-6 weeks
7. Construction	6-8 months

Ms. York projected a conservative estimate of 17 months for completion of the project. Ms. York confirmed the option approved by the Board was based on conservative, projected costs and that the award firm and construction bid proposal may be different.

Commissioner Jeffers advocated for the name of the newly renovated/newly constructed facility to be the Person County Life Center and asked at what point to offer a formal motion to call it such to which Ms. York suggested during Step 2. Commissioner Jeffers promoted joint use of the facility during non-peak time for seniors to maximize use of the facility with recreational programming for all ages as well as potential eligibility for grants.

A **motion** was made by Chairman Puryear and **carried 5-0** to authorize staff to proceed with Step 1 as presented to issue a Request for Qualifications and select an architectural firm.

May 4, 2015



**CHAIRMAN'S REPORT:**

Chairman Puryear reported the following:

- Board of Equalization and Review's final meeting will be held on May 5, 2015 at 9:00 am,
- Chamber of Commerce Breakfast spotlighting Economic Development and PCBIC on May 6, 2015 at 8:00 am,
- Piedmont Community College Board of Trustees Chair and Vice Chair requested a meeting with himself and Vice Chairman Newell which will be held on May 5, 2015 at 6:00 pm in the Person County Office Building,
- An invitation to attend Bailey Chapel's Prayer Service for elected officials on May 7, 2015 at 7:00 pm,
- Wal-Mart grand re-opening ribbon cutting will be held on May 8, 2015 at 10:00 am,
- Recommended Budget to be presented on May 18, 2015 at 9:00 am, and asked the Board members to bring their calendars to scheduled budget work sessions.

**MANAGER'S REPORT:**

County Manager, Heidi York updated the Board on the Request for Proposals (RFP) process related to the Landfill study noting the State has agreed to conduct a cancer study using a 1-2 miles radius around the landfill. They will look for brain and lung cancers and any other cancers that the State deems appropriate. This study will take between one and two months to complete. Ms. York asked the Board if the desire was to move forward with the RFP simultaneously or to wait on the State's study to be completed first. Ms. York stated if the desire was to move forward with the RFP, her recommendation would be to revise the RFP that removes the testing components. It was the consensus of the Board to proceed with both the RFP and the State's cancer study simultaneously.

**COMMISSIONER REPORT/COMMENTS:**

Commissioner Jeffers reported the Fire Chief's meeting will be held on May 7, 2015 at 7:00 pm and he would inform the group that the County would pay for the audit this year and advise future audits will be determined. County Manager, Heidi York noted the RFP for audit services has been released.

Commissioner Clayton reported the following:

- County Assembly Day is May 6, 2015 in Raleigh with speakers including the Governor of NC and the Speaker of the House,
- Special Olympics on May 6, 2015 at 9:00 am, and
- General Statute provision for mass gathering requiring a permit and a \$5,000 bond for the first 10,000 people plus more for additional people has been emailed to the County Attorney.

**May 4, 2015**

Commissioner Kendrick reported his attendance of a recent ribbon cutting for Safe Harbor who is located on 4550 Oxford Highway and urged Board members to visit.

Vice Chairman Newell requested the County Manager and Human Resources to bring back recommendations for wellness programs, find out what Scott Services can provide on wellness for employees, and consider getting employees a membership at the fitness club related to Board action to approve a self-funded insurance plan. Commissioner Jeffers added employees have the capacity to join fitness clubs at a discount rate and suggested the Board consider funding the Wellness Committee more substantially to offer programming and pay for instructors. Ms. York stated the County has an active wellness initiative confirming a county employee gym is offered through the Wellness Committee in the downstairs area of the Huck Sansbury Gym.

#### **CLOSED SESSION #1**

A **motion** was made by Commissioner Kendrick and **carried 5-0** to enter Closed Session per General Statute 143-318.11(a)(4) for the purpose of discussion of matters relating to the location or expansion of industries or other businesses in the county (economic development) at 8:35 pm with the following individuals permitted to attend: County Manager, Heidi York, Clerk to the Board, Brenda Reaves, County Attorney, Ron Aycock, and Economic Development Director, Stuart Gilbert.

A **motion** was made by Commissioner Kendrick and **carried 5-0** to return to open session at 8:47 pm.

#### **ADJOURNMENT:**

A **motion** was made by Vice Chairman Newell and **carried 5-0** to adjourn the meeting at 8:47 pm.

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Brenda B. Reaves  
Clerk to the Board

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Kyle W. Puryear  
Chairman

**May 4, 2015**