

**PERSON COUNTY BOARD OF COMMISSIONERS**  
**MEMBERS PRESENT**

**NOVEMBER 21, 2016**  
**OTHERS PRESENT**

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

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

The Board of Commissioners for the County of Person, North Carolina, met in regular session on Monday, November 21, 2016 at 9:00am in the Commissioners' meeting room in the Person County Office Building.

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

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

Chairman Newell requested consideration for the addition of a Closed Session for economic development.

A **motion** was made by Commissioner Puryear to add the Closed Session for economic development to the agenda and **carried 5-0** to approve the agenda as adjusted.

**RECOGNITION OF LOCAL GOVERNMENT DAY:**

Chairman Newell welcomed the Person High School students enrolled in civics and economics participating in Local Government Day to observe the Board of County Commissioners in session. Chairman Newell, Vice Chairman Kendrick and Commissioners Clayton, Jeffers and Puryear proceeded to introduce themselves and shared general information about the office of a commissioner and general government. County Manager, Heidi York and Clerk to the Board, Brenda Reaves also introduced themselves.

**INFORMAL COMMENTS:**

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

Mr. David Solomon of 340 Historic Village Road, Roxboro stated he resided in a Hurdle Mills' subdivision called Flat River Plantation. Mr. Solomon stated his concerns related to a neighbor within the subdivision that has placed items, i.e. old AC units in the roadway causing the roadway to be blocked providing hardship for residents, emergency vehicles and service providers to travel in and out of the subdivision. Mr. Solomon noted he had tried unsuccessfully to resolve his concerns with county departments. Mr. Solomon further noted that some residents are afraid of confrontation with the particular neighbor and he therefore asked for help from the Board. County Manager, Heidi York stated she would follow up on Mr. Solomon's complaint.

**November 21, 2016**

Ms. Betty Blalock of 144 Tirzah Ridge, Rougemont provided an update to the Board related to two more individuals in her community that have been diagnosed with cancer. Ms. Blalock referred to a recent article in the local paper stating it was safe to drink water from the wells located near the power plants but stated it was presented differently in a larger periodical.

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

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

- A. Approval of Minutes of October 17, 2016,
- B. Budget Amendment #10,
- C. Tax Adjustments for November 2016,
- D. Consideration of Approval of Late Exemption Applications, and
- E. Resolution appointing Review Officers

**UNFINISHED BUSINESS:**

**WATER SAMPLE FEE REVIEW BY THE PERSON COUNTY BOARD OF HEALTH AS REQUESTED BY THE BOARD OF COMMISSIONERS RELATED TO EXTENSION OF THE HALF-MILE BOUNDARY FROM COAL ASH BASINS AND LANDFILL:**

Health Director, Janet Clayton stated the Board of Commissioners had tasked the Person County Board of Health to review the Environmental Health water sample fees for the possibility of a reduction of fees for certain portions of the county. Ms. Clayton noted after consultation with both the county attorney and the North Carolina Division of Public Health's attorney, the Board of Health did not have the authority to reduce fees within a portion of the county. After comparison with other benchmark counties, the Board of Health decided to maintain the current water sample fee schedule.

Commissioner Clayton advocated for the ability for additional testing noting his desire for the state of NC to review the areas within Person County near environmental hazards further noting that for no other reason but to create a baseline of information for the additional mile radius from the coal ash basins and the landfill.

Commissioner Jeffers proposed for Board discussion the idea to lower the water sample fees by half the value of the fee during one specific month, i.e. January to assist the citizens with the costs for such testing. Commissioner Jeffers said it could be understood that the work may have to be completed the following month, if needed.

County Manager, Heidi York noted such action would have implications on the budget through expenses and revenues as well as staff time. Ms. Clayton stated there was \$17,000 in revenue generated in water sample fees the last fiscal year.

**November 21, 2016**

A **motion** was made by Commissioner Jeffers and **failed 2-3** to lower the water sample fees county-wide for the month of January 2017. Commissioners Jeffers and Clayton voted in favor of the motion. Chairman Newell, Vice Chairman Kendrick and Commissioner Puryear voted against the motion.

## **NEW BUSINESS:**

### **REQUEST BY THE REGISTER OF DEEDS FOR A RESOLUTION TO BE ADOPTED FOR A SEPARATE AND INCLUSIVE INDEX OF THE HISTORICAL RECORDS OF THE SLAVES OF PERSON COUNTY TO BE ADDED TO THE INVENTORY OF THE OFFICE OF THE REGISTER OF DEEDS:**

Person County's Register of Deeds for the last 24 years, Amanda Garrett said that when she made the decision not to seek re-election, she wanted to leave behind some memento that would benefit Person County. As one of the final projects as Person County's registrar, Ms. Garrett wanted to find and document references to slave records in older indexes. Ms. Garrett noted that in March of 2016, she envisioned having a concise and detailed record of slave information for Person County from its birth until the Emancipation Proclamation in 1863. Ms. Garrett said that Buncombe County had previously accomplished this fete, and thought, this would be a great benefit to the genealogists searching their roots. Ms. Garrett said the Archives Division in Raleigh sent out a request in April regarding the very information to which she was collecting.

Ms. Garrett stated that when she began going through the grantor and grantee indexes from 1789 to 1863, she found that the older index records were somewhat incomplete. So, in order to capture all references of the slaves of Person County, she went back and read each document for any reference made to a slave noting that these old documents had much more information than the older indexes.

On September 24, 2016 President Obama, according to the *Washington Post*, spoke at the opening ceremony at the National Museum of African American History and Culture. He stated that the museum not only helps to "better understand the lives of the president, but also the slaves." In a speech filled with reminders of America's dark and not-so-distant past, President Obama helped to inaugurate the Museum in Washington.

Ms. Garrett requested permission to place a new book into the inventory of the Office of the Register of Deeds not only for genealogical research, but as a reference volume to be maintained for future generations. Ms. Garrett also asked that she be allowed to share the digital index with the Archives in Raleigh to be placed in their statewide digital library on American slavery housed at UNC Greensboro. Ms. Garrett presented a Resolution for adoption to the Board.

**November 21, 2016**

A **motion** was made by Commissioner Jeffers and **carried 5-0** to adopt the following Resolution granting that the new index be made a part of the public records of Person County.

## ***RESOLUTION***

***WHEREAS***, it appears, under General Statute 132-2, the Registrar is charged as the legal custodian of its public records; having a mission of public record keeping and safeguarding essential information recorded;

***AND WHEREAS***, the Registrar is to safeguard essential information recorded in the Office of the Register of Deeds, on which people rely to protect property rights and to prove the occurrence of important life events;

***AND WHEREAS***, under General Statute 161-18, the Board or County Commissioners, when they deem it necessary, may direct the Register of Deeds to transcribe and index such books to preserve from decay or other cause of destruction;

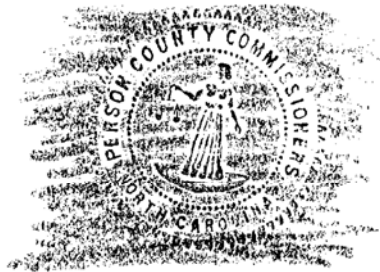
***AND WHEREAS***, the books, when so transcribed and approved by the Board shall be public records as the original books, and copies therefrom may be certified accordingly;

***AND WHEREAS***, under General Statute 161-22(a), the Register of Deeds shall provide and keep in the Office of the Register of Deeds, a full and complete alphabetical index of the names of the parties to all liens, grants, deeds, mortgages, bonds, and other instruments required or authorized to be registered and the indexes shall state the names of all parties, whether grantors, grantees, vendors, vendees, obligor, or obliges;

***AND WHEREAS***, under General Statute 161-22(f) the alphabetical indexes required may be maintained in index books, on index cards, film or computers;

***NOW, THEREFORE, BE IT RESOLVED***, that AMANDA W. GARRETT is hereby authorized and empowered to include, in the indexes retained by the Register of Deeds of Person County, a separate and inclusive index of the historical records of the slaves of Person County; that such index records, in printed and computerized form, shall be submitted to the North Carolina Department of Cultural Resources for inclusion in their statewide digital library on American slavery.

***Executed and delivered this 21st day of November, 2016*** at the session of the Person County Board of Commissioners.



Person County Board of Commissioners

David Newell Sr.  
David Newell, Sr., Chairman

Attest:

Brenda B. Reaves  
Brenda B. Reaves, Clerk to the Board

November 21, 2016

**PURCHASE AGREEMENT FOR PROPERTY AT 87 SEMORA ROAD FOR USE AS A SENIOR CENTER:**

The Board of Commissioners met in closed session on August 1, 2016 to discuss the acquisition of the property located at 87 Semora Road to be used for the operation of a senior center. The Board authorized the Chairman and Vice Chairman to extend a verbal offer to purchase the property within certain price parameters. A verbal agreement was reached with the property owners with the contingency that the appropriate zoning was obtained through the City.

County Manager, Heidi York stated on October 27, 2016 the City's Board of Adjustment voted 6-0 to grant the Conditional Use Permit to the County for the use of this property as a senior center.

Ms. York requested the Board to approve the amount of \$2,050,000 to purchase the property contingent on a clean title search and to authorize the Chairman to sign a purchase agreement. Ms. York said the owners of the property has requested the closing to occur prior to the end of the calendar year. Ms. York recommended to fund the acquisition from the County's Fund Balance with the intention to finance in the spring of 2017 at which time reimbursement could be done.

A **motion** was made by Commissioner Puryear and **carried 5-0** to approve the acquisition of 87 Semora Road for use as a senior center at a purchase price of \$2,050,000 and to authorize the Chairman to execute the Purchase Agreement contingent upon a clean title search.

**November 21, 2016**

OFFER TO SELL AND CONTRACT

1. **TERMS AND DEFINITIONS:** The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

- (a) "Buyer": Person County Government
- (b) "Seller": Tony & Nellie Wesley
- (c) "Property": The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon and the fixtures and personal property listed in Paragraphs 2 and 3 below.

**Street Address:** 87 Semora Road                      **City:** Roxboro    **Zip:** 27573  
**County:** Person, NC

NOTE: Governmental authority over taxes, zoning, school districts, utilities and mail delivery may differ from address shown.

Legal Description: (Complete ALL applicable)  
Plat                      Reference:                      Lot/Unit \_\_\_\_\_,                      Block/Section \_\_\_\_\_  
Subdivision/Condominium \_\_\_\_\_

Other description: Tax Map #26 12 Record #19149

- (d) "Purchase Price": is \$2,050,000
- (e) "Trustee Agent": Wells King
- (f) "Effective Date": The date that: (1) the last one of Buyer and Seller has signed or initialed this offer or the final counteroffer, if any, and (2) such signing or initialing is communicated to the party making the offer or counteroffer, as the case may be.
- (g) "Settlement": The proper execution and delivery to the closing attorney of all documents necessary to complete the transaction contemplated by this Contract, including the deed, settlement statement, deed of trust and other loan or conveyance documents, and the closing attorney's receipt of all funds necessary to complete such transaction.
- (h) "Settlement Date": The parties agree that Settlement will take place on \_\_\_\_\_ (the "Settlement Date"), unless otherwise agreed in writing, at a time and place designated by Buyer.
- (i) "Closing": The completion of the legal process which results in the transfer of title to the Property from Seller to Buyer, which includes the following steps: (1) the Settlement (defined above); (2) the completion of a satisfactory title update to the Property following the Settlement; (3) the closing attorney's receipt of authorization to disburse all necessary funds; and (4) recordation in the appropriate county registry of the deed(s) and deed(s) of trust, if any, which shall take place as soon as reasonably possible for the closing attorney after Settlement. Upon Closing, the proceeds of sale shall be disbursed by the closing attorney in accordance with the settlement statement and the provisions of Chapter 45A of the North Carolina General Statutes. If the title update should reveal

November 21, 2016

unexpected liens, encumbrances or other title defects, or if the closing attorney is not authorized to disburse all necessary funds, then the Closing shall be suspended and the Settlement deemed delayed under Paragraph 11 (Delay in Settlement/Closing).

2. **FIXTURES:** The following items, if any, are deemed fixtures and are included in the Purchase Price free of liens: desks, all fitness equipment, range/stove/oven, any built-in appliances, light fixtures, ceiling fans, attached floor coverings, blinds, shades, drapery rods and curtain rods, brackets and all related hardware, window and door screens, storm windows, combination doors, awnings, antennas, satellite dishes and receivers, burglar/fire/smoke/carbon monoxide/alarms, pool and spa equipment, solar energy systems, attached fireplace screens, gas logs, fireplace inserts, electric garage door openers with controls, outdoor plants and trees (other than in movable containers), basketball goals, storage sheds, mailboxes, attached wall and/or door mirrors, fuel tank(s) whether attached or buried and including contents, if any, as of Settlement, landscape and/or foundation lighting, invisible fencing including all related equipment, lawn irrigation systems and all related equipment, water softener/conditioner and filter equipment and any other items attached or affixed to the Property, EXCEPT the following items which are leased or not owned by Seller or which Seller does not intend to convey:

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Seller shall repair any damage caused by removal of any items excepted above.

(NOTE: Seller and Buyer should confirm whether fuel tanks, antennas, satellite dishes and receivers, alarm systems, and other items listed above are leased or not owned by Seller and should be entered in the blank above. FUEL TANKS AND ANY FUEL IN THEM WHICH ARE NOT TO CONVEY SHOULD BE NOTED IN THE BLANK ABOVE.)

3. **PERSONAL PROPERTY:** The following personal property shall be transferred to Buyer at no value at Closing:

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(NOTE: Buyer is advised to consult with Buyer's lender to assure that the Personal Property items listed above can be included in this Contract.)

4. **BUYER'S DUE DILIGENCE PROCESS:**

(a) Repair/Improvement Negotiations/Agreement: Buyer acknowledges and understands that unless the parties agree otherwise, THE PROPERTY IS BEING SOLD IN ITS CURRENT CONDITION. Buyer and Seller acknowledge and understand that they may, but are not required to, engage in negotiations for repairs/improvements to the Property. Buyer is advised to make any repair/improvement requests in sufficient time to allow repair/improvement negotiations to be concluded prior to the expiration of the Due Diligence Period. Any agreement that the parties may reach with respect to repairs/improvements shall be considered an obligation of the parties and is an addition to this Contract and as such, must be in writing and signed by the parties in accordance with Paragraph 14.

(NOTE: See Paragraph 7(b) Access to Property/Walk-Through Inspection.)

(b) CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.

November 21, 2016

5. **BUYER REPRESENTATIONS:** The Buyer will provide the balance of the agreed upon amount at closing.
6. **SELLER REPRESENTATIONS:** The Seller represents that the property is owned in fee simple by the Seller.
7. **SELLER OBLIGATIONS:**
  - (a) Evidence of Title: Seller agrees to use best efforts to deliver to Buyer as soon as reasonably possible after the Effective Date, opinions on title, surveys, covenants, deeds, notes and deeds of trust, leases, and easements relating to the Property. Seller authorizes: (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such Attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys.
  - (b) Access to Property/walk-through Inspection: Seller shall provide reasonable access to the Property (including working, existing utilities) through the earlier of Closing or possession by Buyer, including, but not limited to, allowing Buyer an opportunity conduct a final walk-through inspection of the Property.
  - (c) Removal of Seller's Property: Seller shall remove; by the date possession is made available to Buyer, all personal property which is not a part of the purchase and all garbage and debris from the Property.
  - (d) Good Title, Legal Access: Seller shall execute and deliver a GENERAL WARRANTY DEED for the Property in recordable form no later than Settlement, which shall convey fee simple marketable and insurable title, without exception for mechanics' liens, and free of any other liens, encumbrances or defects, including those which would be revealed by a current and accurate survey of the Property, except: ad valorem taxes for the current year (prorated through the date of Settlement); utility easements and unviolated covenants, conditions or restrictions that do not materially affect the value of the Property; and such other liens, encumbrances or defects as may be assumed or specifically approved by Buyer in writing. The Property must have legal access to a public right of way.
  - (e) Seller's Failure to Comply or Breach: If Seller fails to materially comply with any of Seller's obligations under this Paragraph 8 or Seller materially breaches this Contract, and Buyer elects to terminate this Contract as a result of such failure or breach, Seller shall reimburse to Buyer the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence without affecting any other remedies. If legal proceedings are brought by Buyer against Seller to recover the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney fees and court costs incurred in connection with the proceeding.
8. **PRORATIONS AND ADJUSTMENTS:** Unless otherwise provided, the following items shall be prorated through the date of Settlement and either adjusted between the parties or paid at Settlement:
  - (a) Taxes on Real Property: Ad valorem taxes and recurring governmental service fees levied with such taxes on real property shall be prorated on a calendar year basis;
  - (b) Taxes on Personal Property: Ad valorem taxes on personal property for the entire year shall be paid by Seller unless the personal property is conveyed to Buyer, in which case, the personal

November 21, 2016



- property taxes shall be prorated on a calendar year basis;
- (c) Rents: Rents, if any, for the Property;
  - (d) Dues: Owners' association regular assessments (dues) and other like charges.
9. **CONDITION OF PROPERTY AT CLOSING:** Buyer's obligation to complete the transaction contemplated by this Contract shall be contingent upon the Property being in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted.
10. **RISK OF LOSS:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. If the improvements on the Property are destroyed or materially damaged prior to Closing, Buyer may terminate this Contract by written notice delivered to Seller or Seller's agent. In the event Buyer does NOT elect to terminate this Contract, Buyer shall be entitled to receive, in addition to the Property, any of Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property being purchased. Seller is advised not to cancel existing insurance on the Property until after confirming recordation of the deed.
11. **DELAY IN SETTLEMENT/CLOSING:** Absent agreement to the contrary in this Contract or any subsequent modification thereto, if a party is unable to complete Settlement by the Settlement Date but intends to complete the transaction and is acting in good faith and with reasonable diligence to proceed to Settlement ("Delaying Party"), and if the other party is ready, willing and able to complete Settlement on the Settlement Date ("Non-Delaying Party") then the Delaying Party shall give as much notice as possible to the Non-Delaying Party and closing attorney and shall be entitled to a delay in Settlement. If the parties fail to complete Settlement and Closing within fourteen (14) days of the Settlement Date (including any amended Settlement Date agreed to in writing by the parties) or to otherwise extend the Settlement Date by written agreement, then the Delaying Party shall be in breach and the Non-Delaying Party may terminate this Contract and shall be entitled to enforce any remedies available to such party under this Contract for the breach.
12. **PARTIES:** This Contract shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.
13. **SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.
14. **ENTIRE AGREEMENT:** This Contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a realtor or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them.
15. **NOTICE:** Any notice or communication to be given to a party herein may be given to the party or to such party's agent. Any written notice or communication in connection with the transaction contemplated by this Contract may be given to a party or a party's agent by sending or transmitting it to any mailing address, e-mail address or fax number set forth in the "Notice Information" section below. Seller and Buyer agree that the "Notice Information" and "Escrow Acknowledgment" sections below shall not constitute a material part of this Contract, and that

November 21, 2016

the addition or modification of any information therein shall not constitute a rejection of an offer or the creation of a counteroffer.

16. **EXECUTION:** This Contract may be signed in multiple originals or counterparts, all of which together constitute one and the same instrument and the parties adopt as their seals the word "SEAL" beside their signatures below.
17. **COMPUTATION OF DAYS:** Unless otherwise provided, for purposes of this Contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this Contract was required to be performed or made.

This offer shall become a binding contract on the Effective Date.

Date: 11/21/2016 Date: \_\_\_\_\_

Buyer: David Newell Sr. Seller: \_\_\_\_\_

Person County  
David Newell, Sr. Chairman  
Board of Commissioners



#### NOTICE INFORMATION

NOTE: INSERT THE ADDRESS AND/OR ELECTRONIC DELIVERY ADDRESS EACH PARTY AND AGENT APPROVES FOR THE RECEIPT OF ANY NOTICE CONTEMPLATED BY THIS CONTRACT. INSERT "N/A" FOR ANY WHICH ARE NOT APPROVED.

Buyer Address:	Seller Address:
Mailing Address: 304 S. Morgan Street, Room 212 Roxboro, NC 27573	Mailing Address:
Phone: 336-597-1720	Phone:
Email: hyork@personcounty.net	Email:

November 21, 2016

## **POLICY FOR ARCHITECTURAL SERVICES:**

Chairman Newell proposed discussion by the Board to have the County Attorney prepare standard procedures for the County to contract for architectural services outlining the steps of the scope so to place the responsibility and liability on the architect to minimize the loss of taxpayer dollars and wasteful spending of county funds. Chairman Newell opined that the County had been misrepresented in the past giving examples of funding expended prior to receiving the permit or knowing the condition of the soil for new construction.

County Manager, Heidi York stated the structure was set by the Board with the last architecture firm for authorization by the Board prior to performing the work to go forward.

It was the consensus of the Board to have the County Attorney bring back to the Board in early 2017 a policy with guidelines for contracting for architectural services for consideration.

## **SUBSTANCE ABUSE AND MENTAL HEALTH SERVICES ADMINISTRATION GRANT:**

Assistant County Manager, Sybil Tate stated in September, Freedom House hosted a Substance Abuse Summit to discuss the county's substance abuse issues and generate ideas for addressing them. As a result, Ms. Tate noted that Person County was applying for a Substance Abuse and Mental Health Services Administration grant to improve substance abuse treatment in the county's jail, hospital and court system.

Ms. Tate said the grant would fund two new positions in the jail to provide treatment for inmates, a new position in the Department of Social Services to provide family counseling, expand the part-time Drug Court counselor to full-time, and outfit a "safe room" at Person County Memorial Hospital. The grant can last up to three years and fund up to \$325,000 per year. Ms. Tate confirmed there was no county match required.

Ms. Tate requested approval for staff to continue the application process that was due to be submitted on December 12, 2016.

A **motion** was made by Commissioner Jeffers and **carried 5-0** to approve the application for a Substance Abuse and Mental Health Services Administration grant as presented.

**November 21, 2016**

**CHAIRMAN'S REPORT:**

Chairman Newell had no report.

**MANAGER'S REPORT:**

County Manager, Heidi York reported the need for an additional meeting for the Board of Commissioners after the December 5, 2016 meeting to hear presentations from the top three insurance brokers as selected by the review committee. Ms. York stated she would email the commissioners to poll dates and times.

**COMMISSIONER REPORT/COMMENTS:**

Vice Chairman Kendrick reported the following:

- Volunteers are needed at the Senior Center,
- Becky Schneider, Reference Librarian at the Person County Public Library has been sending out emails for many opportunities to attend programs and events, and the Library offers check out services for Wi-Fi and teacher book kits.

Commissioner Jeffers commended county employees for their work with the Substance Abuse and Mental Health Services Administration grant. He also noted that Person County has over 90 children in foster care with direct or indirect relation to drug abuse situations.

Commissioner Clayton reminded citizens and businesses of the small business loan program offered through Kerr Tar Regional Council of Governments for a low interest loan.

Commissioner Puryear had no report.

Chairman Newell stated a brief recess at 10:09am at which time the Board would reconvene in the Board room 215 for the scheduled Closed Sessions.

**November 21, 2016**

**CLOSED SESSION #1**

A **motion** was made by Vice Chairman Kendrick and **carried 5-0** to enter into Closed Session per General Statute 143-318.11(a)(3) for the purpose to consult with the county attorney in order to preserve the attorney-client privilege at 10:21am with the following individuals permitted to attend: County Attorney, Ron Aycock, County Manager, Heidi York, Clerk to the Board, Brenda Reaves, Planning Director, Mike Ciriello and Economic Development Director, Stuart Gilbert.

A **motion** was made by Vice Chairman Kendrick and **carried 5-0** to return to open session at 10:51am.

## **CLOSED SESSION #2**

A **motion** was made by Vice Chairman Kendrick and **carried 5-0** to enter into 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 10:51am with the following individuals permitted to attend: County Attorney, Ron Aycock, County Manager, Heidi York, Clerk to the Board, Brenda Reaves, and Economic Development Director, Stuart Gilbert.

A **motion** was made by Vice Chairman Kendrick and **carried 5-0** to return to open session at 10:58am.

## **ADJOURNMENT:**

A **motion** was made by Vice Chairman Kendrick and **carried 5-0** to adjourn the meeting at 10:58am.

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Brenda B. Reaves  
Clerk to the Board

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David Newell, Sr.  
Chairman

**November 21, 2016**