

Regular Meeting
Monday, October 20, 2014
Chowan County Public Safety Center
305 West Freemason Street
5:30pm

Minutes

Present Chairman Keith Nixon, Commissioners Jeff Smith, Alex Kehayes, John Mitchener, Emmett Winborne and Greg Bonner.

Commissioner Lawrence was absent.

Staff present County Manager Kevin Howard, Finance Officer Willie Carawan and Board Clerk Susanne Stallings.

Regular Meeting

Chairman Nixon called the regular meeting to order and led the pledge of allegiance. He then called for a moment of silence in memory of Ronnie Sawyer, Chowan County Veterans who recently passed away.

Commissioner Mitchener then offered the invocation.

Approval of Agenda

Commissioner Smith moved to approve the agenda. Chairman Nixon asked for all in favor, the motion passed unanimously (6-0).

Public Comment

Chairman Nixon opened the floor to public comment in accordance with NCGS 153A-52.1.

Jennifer Finlay, 106 West Water Street Edenton, provided the Board with a proclamation from the Library in appreciation of the County for the library to be opened on Saturdays.

There was no further public comment.

Consent Agenda

Chairman Nixon then presented the consent agenda.

a. Minutes

Attached are the minutes of the October 6, 2014 regular Commissioner's meeting minutes for the Board's review and consideration.

b. **Management Budget Amendments attached FYI do not require Board approval**

Commissioner Mitchener moved to approve the consent agenda as presented. Chairman Nixon asked for all in favor, the motion passed unanimously (6-0).

Tipping Fee Waiver Extension

Mr. Howard noted that the waiver of the tipping fee for volunteer groups assisting tornado victims is set to expire on October 31, 2014. He stated that staff is recommending the waiver be extended until January 31, 2015.

Commissioner Smith asked if the debris from interfaith is what is being waived.

Mr. Howard stated yes.

Commissioner Winborne asked what monies are involved.

Mr. Howard stated he would bring this back at a later meeting.

Chairman Nixon asked if Perquimans has extended their tipping fee for the same. He also asked if this was for homeowners without insurance only.

Mr. Howard stated this was for homeowners with no, or not enough insurance.

Commissioner Bonner moved to extend the waiver for interfaith until January 31, 2015. Chairman Nixon asked for all in favor, the motion passed unanimously (6-0).

Commissioner Mitchener stated he felt it would be appropriate to thank the interfaith groups for their efforts.

1767 Courthouse Green Lighting

Mr. Howard stated that the Board is asked to consider a request to replace lighting on the green of the 1767 Courthouse green by the State. He said the lighting will be similar to the existing lighting but will be LED which will be more bright.

Commissioner Mitchener stated he felt there should be more lighting.

Commissioner Kehayes asked for clarification that this is replacement of only the existing lighting.

Mr. Howard stated that was correct.

Commissioner Smith moved to approve the request. Chairman Nixon asked for all in favor, the motion passed unanimously (6-0).

Gift of Property

Mr. Howard provided the Board with information regarding an inquiry to gift property to Chowan County, he noted the property is located at 210 Dr. Martin Luther King Jr. Drive.

Chairman Nixon recommended that this matter be forwarded to closed session for further investigation.

Capital requests

Mr. Howard asked the Board to consider a request for three capital projects.

Department of Social Services

Mr. Howard stated that one of the HVAC units need to be replaced. He noted that the County received two quotes and he was recommending the low quote from CRIHVAC for \$3,780, and the County will buy the refrigerant. He noted that this purchase will be covered within the Maintenance budget. He stated this purchase will not come from capital monies. He stated he wanted to make the Board aware of this purchase in the event this budget needs additional monies later in the fiscal year.

It was noted that no action was required for this purchase, it was for informational purposes only.

Security – Courthouse

Mr. Howard explained that the Courthouse keycard system needs to be upgraded. He stated this has been discussed at prior meetings. He noted the Board approved \$10,000 in the Courthouse budget for FY 2014-15 and that the Clerk of Court has requested that the monies be used for this repair at the cost of \$8,032.

Chairman Nixon asked if the capital project monies to go into fund balance have been budgeted.

Mr. Carawan stated the \$100,000 has been keyed into the capital projects fund, but the monies for individual project lines have not been itemized.

Commissioner Winborne stated he would recommend the monies be allocated per line in a budget amendment.

Mr. Howard stated the repair is needed as soon as possible because of issues with the system.

Commissioner Mitchener moved to allocate \$8,032 from the capital monies to repair the security system at the Courthouse. Chairman Nixon asked for all in favor, the motion passed unanimously (6-0).

Jail

Mr. Howard stated the Board has prioritized \$14,000 for capital repairs at the Jail. He stated the plumbing is in need to repairs as soon as possible. He stated the costs for the materials is \$9,043.84 and the Maintenance department will provide the labor.

Commissioner Winborne asked if staff is able to complete the repairs.

Mr. Howard stated the Maintenance Director has stated he is comfortable with doing the project with his staff.

Chairman Nixon asked if there were any local quotes.

Mr. Howard stated the materials are specifically designed for jails.

Commissioner Bonner moved to allocate \$9,043.84 from the capital monies to the jail.

Chairman Nixon asked Sherriff Goodwin if this project is his priority.

Sheriff Goodwin stated yes.

Chairman Nixon asked for all in favor, the motion passed unanimously (6-0)

Sheriff Vehicle

Mr. Howard stated the Board has indicated that the Sheriff will be allowed to purchase two vehicles this fiscal year with capital monies. He stated that the Sheriff has ordered one vehicle and it is on the lot ready for delivery. He stated that the purchase price of the vehicle is \$26,042.35. He noted that price includes sales tax which will be reimbursed.

Commissioner Winborne stated that the Board did delay the purchase of two vehicles for the Sheriff in the amount of \$50,000. He asked if there will be enough monies to purchase the second vehicle.

Mr. Howard stated the vehicle total price will be around \$25,000 after the sales tax reimbursement.

Sheriff Goodwin stated that he hoped to space out the purchase of the two vehicles and purchase the second vehicle around December or January.

Chairman Nixon asked what type of vehicle was ordered.

Sheriff Goodwin stated it was a Ford Explorer with four wheel drive.

Commissioner Smith moved to allocate the monies from capital.

Mr. Carawan stated that he would prefer to put the monies for the vehicle purchase in the Sheriff Budget, vehicle line.

Commissioner Smith requested to amend his motion to reduce the capital monies to \$74,000 and move the monies into the Sheriff Vehicle capital line. Chairman Nixon asked for all in favor, the motion passed unanimously (6-0).

Development Agreement

County Attorney John Morrison stated the Board will consider a proposed Development Agreement between Yeopim Partners and Chowan County for property known as Riversound Phase II or “The Farms at Riversound”. He stated that it would be inappropriate for the Board to receive public comment on the development agreement because the item was not listed as a public hearing, and that the public hearing for the development agreement was held at a previous Board meeting. He stated that he would recommend one change to the development agreement. He stated this would be on page three (3) section Four (4) “Where the newly created ten-acre lots in Phase II adjoin existing water lines serving Phase I those lots will be required to, at the request of the County, connect to the existing water lines if such water lines are reasonably accessible considering the location of actual or potential buildings sites in relation to the water line.” He stated he did not have an opinion on the approval of the development agreement however the agreement does meet the requirements of the law. He stated the Board could accept the agreement as is, amend the agreement or reject the agreement.

Commissioner Mitchener asked if Hydrilla treatment is addressed in the agreement.

Mr. Howard stated that the agreement does not address Hydrilla.

Hugh Franklin, attorney for Phase II, stated that no lot owner is conveyed any property in the water.

Mr. Howard noted the waters is considered to be State owned. He added that Property Owners Associations are treating Hydrilla only within the canals of their developments.

Commissioner Winborne asked about the 20 year term on the contract.

Mr. Morrison stated that the statute of limitations on a contract is 3 years, however this agreement gives the County 20 years.

Commissioner Winborne asked if the County is responsible for completion of the development if the developer walks away.

Mr. Morrison noted the agreement does not allow the sale of the lots until the development is completed according to the agreement.

Commissioner Kehayes asked for clarification on the agreement that defines Riversound Phase I, Phase II and the proposed Marina.

Mr. Morrison noted the Marina is permitted outside of County regulations.

Commissioner Kehayes asked if the Marina is governed by a Marina Owners Association.

Mr. Franklin stated yes, there will be an association for the Marina slip owners.

Commissioner Winborne stated his concern with the connection to Phase I and the current status of that development. He stated his concern with the project not going before the Planning Board because of the size of the lots in Phase II. He stated his concern was that lot owners in Phase I are still not able to build because the development is incomplete. He stated he felt that Phase I should be completed first.

Chairman Nixon stated that this development agreement was brought forward after discussions between staff and the developer. He stated that when the developer changed the development plan to 10 or more acre lots that allows State law to trump local county regulations.

Mr. Morrison stated that North Carolina law allows developments with lots that are 10.1 acres or greater to not have subdivision regulations imposed on them. He stated that this development would have far less density than the previously proposed Phase II. He noted that staff was concerned about roads and other infrastructure. He stated that the agreement provides real protections to the County. He noted that if the development agreement is not approved by the Board, the developer is free to go forward with the development.

Mr. Howard stated that the size of the lots puts the development outside of the subdivision regulations. He stated that staff feels the zoning ordinance addresses the road width and staff was concerned that the roads would not meet County zoning standards. He stated that this agreement would address staff level concerns regarding road width and other infrastructure concerns and eliminates the need for future litigation with the developer for Phase II.

Commissioner Kehayes asked what part of Phase I is owned by Yeopim Partners.

Mr. Franklin stated that two foreclosed lots and some common areas are owned, but this property is to be conveyed to the Property Owners Association.

Commissioner Kehayes asked for clarification on the permit for the Marina and the quantity of boat slips.

Mr. Franklin stated the Marina will have slips available to residents in both phase I and phase II. He stated that the slips will be constructed based on the interest from the lot owners.

Mr. Morrison noted this agreement has the effect of an ordinance.

Ms. Stallings stated this would be considered a technical ordinance.

Chairman Nixon asked if the Planner has reviewed the final draft.

Mr. Howard stated yes the Planner is comfortable with the language.

Commissioner Kehayes asked for clarification on the sale of the slips as well as the pump out of the sewer for the marina.

Mr. Franklin stated that the final revisions on the marina permit is in the review process. He stated that the sewer at the Marina is pump and haul.

Commissioner Smith noted the residential Marina is a use by right in the subdivision ordinance.

Mr. Morrison noted the marina requires CAMA permits.

The Board discussed the approval process for adoption of the development agreement.

Chairman Nixon called for any action on the item.

There was none.

Chairman Nixon then asked the Board if there was any additional information needed from the Board members on the item.

Commissioner Mitchener asked if the development agreement protects the County from a similar scenario as what happened with Phase I.

Mr. Morrison stated this agreement protects the County from litigations regarding the roads and infrastructure. He stated it also protects the County from concerns over additional density in the area and that impact on infrastructure.

Commissioner Kehayes asked if the plat and the agreement clearly define no further subdivision of the lots.

Mr. Morrison stated yes, it clearly prohibits further subdivision of the lots.

Commissioner Smith stated he felt the agreement addresses the concerns of staff. He stated he would like to see more completion of Phase I. He then moved to approve the agreement as amended.

Commissioner Bonner stated he was concerned with how other property owners feel. He stated that litigation would make the process long and drawn out and could cost the County a lot of money.

Commissioner Mitchener asked what strength the property owners association would have.

Mr. Morrison stated the POA would have to define its own resources and this agreement only allows the County to be the beneficiary.

Commissioner Mitchener asked for a roll call of the vote.

Ms. Stallings noted the following Commissioners votes yes (Nixon, Smith, Bonner, Kehayes and Mitchener). The following voted no (Commissioner Winborne). The motion passed (5-1).

DEVELOPMENT AGREEMENT

AGREEMENT, by and between Yeopim Partners, LLC (Developer), a North Carolina limited liability company, having an office C/O 19421-A Liverpool Parkway, Cornelius, NC 28031, and Chowan County, (the County) acting by and through its Board of Commissioners, having an address of _____.

WITNESSETH:

WHEREAS, Developer is the fee owner of certain real property and the improvements erected thereon located in Chowan County North Carolina, which property is known as RiverSound Development and is more particularly described on Exhibit A annexed hereto and a made a part hereof (such real property being herein referred to as RiverSound); and

WHEREAS, in connection with the development of Phase II of RiverSound Development, Developer has prepared and recorded a Subdivision Plat of Phase II of RiverSound Development designated thereon as "The Farms at RiverSound", in Plat Cabinet 2 at pages 71A- 71H of the Chowan County Registry, as the same may be amended or re-recorded not inconsistent with the terms of this Agreement. (the Plat) and containing lots subdivided thereon which are more than ten acres each, along with an accompanying marina to be known as RiverSound Marina; and

WHEREAS, having come into ownership of all of the interest of the original developer of RiverSound Subdivision pursuant to foreclosure, including Declarant Rights as defined in the referenced Declaration, Developer intends to add the lots shown on the Plat to the present RiverSound Phase I pursuant to a Supplementary Declaration of Covenants Reservations and Restrictions, (the Supplementary Declaration) to be recorded in the office of the Register of Deeds of Chowan County prior to the conveyance of any lot. Developer shall establish the undeveloped portion of RiverSound as Phase II in accordance with the provisions of the existing Declaration of Covenants Reservations and Restrictions recorded in Deed Book 380 at Page 932 of the Chowan County Registry, as the same has been supplemented; and

WHEREAS, under the provisions of N.C. G. S. 153A-349, the County and the Developer have agreed to execute this Agreement, which shall become effective upon execution by Developer, and approval by the Board of Commissioners, as more particularly set forth below.

NOW, THEREFORE, the parties hereto do hereby agree as follows:

Section 1. *Secondary Entrance.* Developer will complete construction of the secondary exit off Drummonds Point Road, located east of the primary entrance to RiverSound, to facilitate construction traffic using that entrance rather than traversing the Phase I roads

any more than necessary. That roadway will remain gravel, but will constitute a second entrance into RiverSound available to both Phase I and Phase II. The secondary entrance shall continue to be gated. A minimum of fifty feet of such roadway shall be paved where the same intersects Drummonds Point Road.

Section 2. *Roadway Construction* The remaining roadways to be constructed within Phase II shall be constructed or completed along and within roadways which are already in various stages of completion and are permitted. Roadway completion will be done in accordance with existing permits, notwithstanding that certain of the roadways will remain unpaved. Upon completion, the roadways used to access each lot in RiverSound Phase II shall conform to the following:

- a) All roadways shall be built in conformance with the existing stormwater permit and the existing sedimentation and erosion control plan upon the easements shown on the recorded plat.
- b) All roadways shall be constructed by first placing suitable soil material in place of the existing soils, and then upon achieving the appropriate slope and grade, covering with a layer of Geotex fabric, before installing six inches of compacted stone. Road shoulders shall provide for adequate drainage and shall be in accordance with existing E&S and storm water management plans dated 3/12/08 by Shield Engineering. All culverts, check dams, spillways and sediment traps are to be installed in accordance with such engineering plans.
- c) Thoroughfare roadways, being Batts Island Road, shall have a running surface of 20 feet and 5' shoulders.
- d) Mayfair Drive, and Flagship Drive shall have a running surface of 18 feet with 6' shoulders.
- e) All other roadways shall have a 16' running surface and 6' shoulders, with the exception of Trailwood Court, being an improved existing roadway, which will have a 16' running surface and 2' shoulders.
- f) Upon completion of the roads within RiverSound Phase II, the developer shall certify to the Chowan County Board of Commissioners that the roads were constructed as referenced herein. Such certification shall be in the form of a statement by a registered professional engineer.
- g) In addition to the construction standards expressed above, the cul-de-sac, "y", Hammerhead or other acceptable alternative for turnaround configuration of the end of Flagship Drive and Trailwood Court and at the entrance to RiverSound Marina, shall be constructed so as to comply with the dimensional requirements set out in North Carolina State Building Code: Fire Code Volume V, Chapter 5 *Fire Service Features*, Section 503 "Fire Apparatus Roads"

Section 3. *Marina Development*. RiverSound Marina, having been fully permitted by the Division of Coastal Management, will be constructed according to such permit as amended or as may be further modified to conform such permit to the present development plan and plat, and in accordance with the development standards contained within the Chowan County Zoning Ordinance. Developer has agreed to leave a ten foot vegetative buffer between the parking area for the marina and the adjoining residential lots. The County shall supply a zoning certificate for RiverSound Marina upon approval

by CAMA for initiation of construction, in accordance with the Chowan County Zoning Ordinance as by law provided.

Section 4. *Connections to existing Water lines.* Where the newly created ten-acre lots in Phase II adjoin existing water lines serving Phase I those lots will be required to, at the request of the County, connect to the existing water lines if such water lines are reasonably accessible considering the location of actual or potential building sites in relation to the water line, and the existence of roadways or wetlands separating such lines from the building site. Otherwise, all of the lots within Phase II shall be allowed to connect if desired by the lot owners, or else served by well. The following lots shall be required to connect: Lots, 1-4, 8, 12 ,13, 14 and 20 – 33.

Section 5. *Maintenance Provisions.* Developer shall provide in the Supplementary Declaration of Covenants Reservations and Restrictions that all of the common roadways within RiverSound Subdivision shall be continuously maintained by and at the cost of the RiverSound Property Owners Association, Inc., using assessments collected from the members of such Association. The Supplementary Declaration shall provide that such roadways shall be maintained so as to be accessible in all weather and at all times by emergency vehicles, school buses, or other emergency traffic, and that such roadways shall not be allowed to be obstructed by parked vehicles .

Section 6. *Developer's Rights Prior to Completion.* Nothing contained in this Agreement shall be deemed to prohibit or restrict Developer from modifying or amending the referenced plat to re-configure or re-align any lot lines or to create any new lots so long as such modifications comply with the agreement to have at least ten acres per lot and with all other state and local law, and does not otherwise constitute a major modification as contemplated by N.C.G. S. 153A – 349.65. Developer is not obligated to place any other particular covenant or restrictions on the lots so long as the intended and designated use thereof is for residential purposes and is not in violation of any law or ordinance. The failure of this Agreement to address any particular permit, condition, term or restriction does not relieve the developer of the necessity of complying with the law governing such permitting requirement, condition, term or restriction.

Section 7. *Notices.* All notices, demands, requests, consents, approvals and other communications which may be or are permitted, desirable, or required to be given, served, or deemed to have been given or served hereunder shall be in writing and shall be sent by mailing to the address given on the first page of this Agreement. Each party, by notice given to the others provided in this Section 12, may change any address for the purposes of this Agreement. Each such notice, demand, request, consent, approval, or other communication shall be sent by registered or certified mail, postage prepaid, return receipt requested.

Section 8. *Subordination* The County hereby acknowledges and agrees that this Agreement and any of the rights and benefits of the County under this Agreement shall be subject and subordinate to the lien or liens of any Mortgages now or hereafter placed upon all or any portion of the Developer Property and to all advances thereunder and all

extensions, replacements, modifications, renewals, consolidations, refinancings, and replacements thereof.

Section 9. *Covenants Running with the Land; Recording.* The obligations of Developer under this Agreement shall be considered covenants running with the Land only to the extent that any future owner of the Developer Property shall own Declarant Rights covering such Property. Subject to the provisions of Section Eight above dealing with Subordination to Deed of Trust liens, the rights and obligations herein shall inure to the benefit of and be binding upon the, successors and assigns, and mortgagees of the Developer Property who also own or exercise Declarant Rights. It is expressly provided that this Agreement shall not directly encumber the title to any lots that are sold by Developer wherein Declarant Rights are not conveyed. This Agreement shall bind Developer or any assignee of the Developer Rights but shall not appear as an encumbrance of any kind once conveyed to an owner who will be a Class A member of the RiverSound Property Owner's Association, Inc, provided however, the terms of this agreement shall be incorporated by reference into the Supplementary Declaration of Covenants Reservations and Restrictions governing the use and enjoyment of Phase II. Developer covenants and agrees that the Declaration of Covenants Reservations and Restrictions applicable to all lots within Phase II shall provide that the lots shall not be further subdivided so as to create more than the number of lots shown on the plat. Such Supplementary Declaration shall reference this agreement and state that the prohibition against further subdivision to create additional lots, and the maintenance obligations set out in Section Five above are made for the benefit of Chowan County and may not be modified by amendment of the Declaration by the members. The Developer hereby agrees, at its sole cost and expense, to record this Agreement in the Office of the Register of Deeds of Chowan County immediately after the Effective Date. The obligations of Developer under this Agreement shall be enforceable by and between the Parties hereto for a period of twenty years from the effective date hereof, or until Developer or its successor in interest has conveyed all of the lots in Phase II to owners who are Class A members of the Association, whichever occurs first.

In addition to the covenants set forth in the preceding paragraph, Developer covenants that the Supplementary Declaration shall contain the following provisions:

“Lots 1-56 in Phase II shall not be subdivided so as to create more than 56 lots, or in any manner that reduces any lot size to less than ten acres. “

“It shall be the affirmative duty of the Association to maintain all roadways within RiverSound Subdivision in at least the same condition and according to the same, or better standards to which such roads were originally constructed”

“While any of the lot owners willing to connect to the existing water lines shall be authorized to do so subject to the rules and regulations that are or may be promulgated by the owner of such water system, the owners of lots 1-4, 8, 12-14 and 20-33 in Phase II shall be obligated to connect to such system and no residential

living unit constructed on such lots shall be permitted to be served by a well for drinking water.

Section 10. *Duration.* The parties contemplate that all improvements contemplated by this Agreement shall be completed within one year. In particular:

- a) Construction of the improvements contemplated by this Agreement, if not already begun, are to begin within 30 days after approval of this Agreement.
- b) Construction of the lot improvements, to include roadways and power installation available to each lot shall be completed prior to Developer conveying any lot.
- c) Sales of Marina slips from RiverSound Marina have already begun, or may begin immediately, which slips will first be offered to lot owners in Phase I and Phase II of RiverSound.

Governing Law. This Agreement shall be governed by and enforced in accordance with the laws of the State of North Carolina.

Section 11. *Severability.* In the event that any provision of this Agreement shall be deemed, decreed, adjudged, or determined to be invalid or unlawful by a court of competent jurisdiction, such provision shall be severable and the remainder of this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year set out below.

This Agreement was duly considered and approved by the Chowan County Board of Commissioners this 20th day of October, 2014

Chairman Nixon called for a five minute recess. After that, Chairman Nixon called the meeting back to order.

Annual Report Albemarle Resource Conservation District Annual Report

Linda Petersen provided the Board with a PowerPoint update from ARC&D. A copy of the presentation is in the meeting file labeled October 20, 2014.

Chairman Nixon thanked Ms. Petersen for the presentation. He asked that she look into potential projects to assist the County in identifying energy cost savings for County buildings.

Appointment

Chairman Nixon stated that the Board is currently advertising several Board vacancies. He stated that the Board is asked to consider a request to reappoint Board members to the following Board:

Nursing Home Advisory Committee

Chairman Nixon stated that Alice Ward, Lucille Sharpe and Willis Privott are recommended for reappointment.

Ms. Stallings stated she was not aware of any term limits for this Board.

Commissioner Bonner moved to reappoint all three Board members. Chairman Nixon asked for all in favor, the motion passed unanimously (6-0).

Ms. Stallings noted she will continue to advertise the vacancies.

External Board/Committee Report

Chairman Nixon stated that the Board members are asked to report on the activities of the external boards to which they have been appointed.

Commissioner Smith reported on the Albemarle Commission meeting in Dare County.

Commissioner Mitchener reported on the activities of Destination Downtown.

Manager's Report

County Manager Kevin Howard stated he did not have any updates on pending matters.

Timely and Important Matters

Dillard's Millpond

Commissioner Winborne stated he would like for the Manager and Recreation Director to develop a plan for taking ownership of Dillard's Millpond.

Call-Taker Training

Ms. Stallings stated that the trainer who had planned to schedule the call taker training has backed out. She stated that the Emergency Management Director is working to secure another person to facilitate the training.

Lobby Sound System/Audio Visual System

Chairman Nixon requested that the Manager work with a company to get quotes for changes to sound system in the lobby to improve the sound quality for meetings.

Commissioner Smith requested that staff also look into projector equipment.

Surplus Auction

Ms. Stallings noted that the surplus auction will begin on Wednesday.

Boys and Girls Club property at Valhalla

Chairman Nixon requested that the Manager gather information on the property owned by the County at the Boys and Girls Club and provide the Board with information on what can be done with the property.

EMS Update

Commissioner Winborne asked for an update at the next meeting on EMS financials.

Closed Session

Commissioner Smith moved that the Board go into closed session, in accordance with NCGS 143-318 (11) (a) (5, 6), contract negotiations and personnel. Chairman Nixon asked for all in favor, the motion passed unanimously (6-0).

The minutes of the closed session are sealed.

Commissioner Kehayes moved to come out of closed session, Chairman Nixon asked for all in favor, the motion passed unanimously (6-0).

Adjourn

Being no further business, Commissioner Mitchener moved to adjourn the meeting. Chairman Nixon asked for all in favor, the motion passed unanimously (6-0).

D. Keith Nixon, Chairman

Susanne Stallings, Clerk