

REGULAR MEETING

August 6, 2012

6:00 p.m.

The Perquimans County Board of Commissioners met in a regular meeting on Monday, August 7, 2012, at 6:00 p.m. in the upstairs Courtroom located on the second floor of the Perquimans County Courthouse Annex.

MEMBERS PRESENT: Benjamin Hobbs, Chairman
Tammy Miller-White
Edward R. Muzzulin

Janice McKenzie Cole, Vice Chair
Mack E. Nixon

MEMBERS ABSENT: Sue Weimar

OTHERS PRESENT: Frank Heath, County Manager
Mary Hunnicutt, Clerk to the Board

Hackney High, County Attorney

After the Chairman called the meeting to order, he gave and led the Pledge of Allegiance. The Chairman said that the first item of business was to hold several Public Hearings.

PUBLIC HEARINGSMinzie's Creek Sewer District

Chairman Hobbs opened the first Public Hearing stating that the purpose of the public hearing was to receive public comments on a Petition for Incorporation of a Sanitary District pursuant to N.C.G.S. §130A-48 has been filed with Perquimans County. If after the public hearing for which this notice is given and after consideration of the public comment at the said public hearing, the Perquimans County Commissioners deem it advisable to grant the Petition for Incorporation of a Sanitary District, the Board of Commissioners will adopt a resolution approving the establishment and creation of the Sanitary District. The areas to be encompassed by the proposed Sanitary District are Holiday Island Section H, as shown in the Perquimans County Register of Deeds at Plat 4 Page 253, plat prepared by S. Elmer Williams, Holiday Island Section Q, as more specifically described as Perquimans County Pin Number 786-24-9285, Holiday Island Section S, known as Map Number 2-D082-0025-HI, and such lands that encompass the current sewer treatment plant area. There were sixty-four (64) people present. The Chairman recognized County Manager Heath who made a few opening comments and then opened the meeting for questions and comments from the public. The following questions/comments were made:

- **Jeanne Hecker:** Ms. Hecker explained that the Board should never underestimate the people that live in Holiday Island. They are a people that will do anything that will keep their home and family. She said that the people there would be willing to pay anything that they need to do to keep their homes in Holiday Island Camping Section. They came here to get away from the city. She was for the sewer district.
- **Patrick Ponsonby:** Mr. Ponsonby explained that Holiday Island Property Owners Association (HIPOA) had been previously running the system and had been doing a very poor job of it. They have been fined on several occasions and he asked that the Board please allow the people to run it. There are grants out there that they can obtain once the Sewer District is established. He was for the sewer district.
- **Clay Helm:** Mr. Helm stated that he bought his property in 1996 and now has purchased three additional lots. The value of these properties has been devalued due to this controversy. He is happy where he is living and does not want to move. He was for the sewer district.
- **JoAnne Kehr:** Ms. Kehr purchased two lots about nine years ago. Since then, her sister and brother-in-law have purchased lots. Currently, she lives in Virginia but considers this her retirement home. She enjoys the area and does not want to move. She is for the sewer district.
- **Ken Ries:** Mr. Ries opposes the sewer district as it is presented. He has been a volunteer for HIPOA but his opinion is his personal feelings. He originally signed the petition to agree to the sewer district. As the district is presented tonight, his properties are not included. He feels that the P and R sections should be included in the sewer district.
- **Dave Stephenson:** Mr. Stephenson said that it would cost them more to move than the \$3,500 that it will cost for them to pay into the sewer system. They have a lot of volunteers that are willing to work on the project. With regard to the P and R sections, he feels that they would be willing to include them in the district if their properties were close to the H section.

These were all the comments/questions and then the Chairman opened up the meeting for rebuttal comments.

- **Clay Helm:** Mr. Helm stated that when they first presented the project, sections P and R were included. They sent out letters to all the residents to sign the petition. There were not enough names from sections P and R. That is why they were not included. Under the General Statutes, the sewer district would have a right to set up service to other sections.
- **Jeanne Hecker:** Ms. Hecker continued to explain to the Board that they are willing to fight for their properties and that if the sewer district was not approved it would have a big impact on the economics of Perquimans County.
- **Jerry Glass:** Mr. Glass lives in Virginia but feels that the sewer district should go through. There have been hard feelings but that needs to be put aside and work together for the good of the community. He was for the district.

The Chairman asked if there were any more comments/questions. The Commissioners asked the Chairman to take a poll of the people present. He asked how many people were for/against the district. The majority of the people present were for the district. He then asked if there was anyone located within the district that was against the district. There was no show of hands of anyone against the district that lived within district. The Chairman asked if there were any more questions or comments. The following comments/questions were made:

- **John Maisor:** Mr. Maisor asked if the Board was planning on making a ruling on this district tonight. County Manager Heath stated that it is an Agenda item and the Board can vote on the matter if it chooses to.
- **Pete Messina:** Mr. Messina stated that he has had his property for only a couple of years. This problem has been going on for a long time but it was swept under the carpet. Most of the people did not know it was a problem. He has researched the Minutes (HIPOA Meetings) about this and nothing had been done about it. He said he would be willing to help in any way.
- **Dawn Colson:** Ms. Colson stated that she has only been here a year or so but enjoys her home and is for the district.
- **Jeanne Hecker:** Ms. Hecker reminded the Board that there is a lot of retired military in the area so please do not underestimate these homeowners.
- **John Poandl:** Mr. Poandl stated that he had just purchased the property in Section H and his whole family has now. He has moved from Wayne County and loves it here. He and his whole family would like to retire here.
- **Bob Bastek:** Mr. Bastek said that he did not live in this community but had several questions that were not answered during the meeting. He wanted to know how many lots were included in the sewer district and how many of these lots were abandoned.

The Chairman asked if there were any further questions or comments. There being none, the Chairman closed the first Public Hearing and took a break until the next scheduled Public Hearing at 7:00 p.m.

The Chairman reopened the meeting at 7:00 p.m. and opened the second Public Hearing.

Recombination Application No. NXV-12-02

Chairman Hobbs opened the second Public Hearing stating that the purpose of the public hearing was to receive public comments on the consideration of a Recombination Application No. NZV-12-02 requested by Michael & Madeline Wolk and Lon & Marcia Humphreys, to recombine Lots 61 and 62, Section H, Snug Harbor, to relocate the shared interior property line more at right angle to Linden Street and Yeopim River. Subject properties located at 102 & 106 Linden Street and known as Tax Parcels 2-D085-H061-SH and 2-D085-H062-SH. There were sixty-

eight (68) people present. The Chairman recognized Donna Godfrey, County Planner, who explained that the re-alignment of the shared property line as shown on the Applicant's Survey Plat would allow the line to be more at right angle with the street and shore line; however, the resulting lots will not "equal or exceed the minimum lot size" (43,000 square feet in area and 125 feet in width as required in this area zoned RA-25 which lacks public sewer service.) Section 701(A) of the County's Subdivision Regulations provides for certain actions to be exempt from the ordinance, include the following: "The combination or re-combination of portions of previously platted lots where the total number of lots is not increased and the resultant lots are equal to or exceed the standards of the county as shown by the regulations prescribed by this ordinance." Therefore, Planning staff is of the opinion that the Applicants should obtain the Commissioners' approval of this recombination in the form of a Subdivision Variance as well as approval by the Snug Harbor Property Owners' Association. Last week, the Snug Harbor Property Owners' Association met and approved their request subject to putting a note on the face of the plat to acknowledge that there is no existing drainage or utility improvements and that the easements that were established will by the restrictive covenants back in the 50's can be relocated along with the property line. This requirement has been met. On July 10th, the Planning Board approved the recombination request. The Chairman asked if there were any questions or comments for this request. There being none, the Chairman closed the second Public Hearing and opened the third Public Hearing.

CDBG Application

Chairman Hobbs opened the third Public Hearing stating that the purpose of the public hearing was to receive citizens' comments concerning the 2012 Scattered Site Application the county intends to submit to the Department of Commerce, Community Investment and Assistance. Activities eligible under the grant program are clearance, reconstruction, housing rehabilitation and urgent repairs. The total Project cost is \$225,000. CDBG funds will be used to fund the entire project. The Chairman recognized County Manager Frank Heath who explained the program. The Chairman asked if there were any questions or comments for this request. There being none, the Chairman closed the Public Hearings and proceeded with the Regular Meeting at 7:20 p.m.

AGENDA

The Agenda, as amended, was unanimously approved on motion made by Mack E. Nixon, seconded by Tammy Miller-White.

CONSENT AGENDA

The following items were considered to be routine and were unanimously approved on motion made by Edward R. Muzzulin, seconded by Janice McKenzie Cole.

- 1. **Approval of Minutes:** July 2, 2012 Regular Meeting
- 2. **Approval of Tax Refunds:**

PERQUIMANS COUNTY TAX RELEASES:

- **Copeland, Anne B.**..... (year 2011) \$106.17
Vehicle located in Gates County. Account Number 8084338.
- **Lamb, Katherine L.**..... (year 2012) \$118.71
Vehicle located in Gates County. Account Number 8081034.

3. **Personnel Matters:**

Employee Name	Employee Job Title	Action Required	Grade/Step	New Salary	Effective Date
Brandon Copeland	Deputy	Resignation			7/27/12
Maria Schwartz	EMT-I – EMS Fill-In	Appointment	66/1	\$14.85/hour	8/1/12
Angela Jordan	Social Work Supervisor III	Promotion	73/1	\$42,026	7/9/12
Joanne Avery	Public Information Assistant	Promotion	59/1	\$22,693	7/9/12
Sandra Willard	IMC II	FMLA	Returned from FMLA		7/1/12
Stephen Pulley	Deputy (uncertified)	Appointment	64/1	\$28,278	8/1/12

4. **Board Appointments:** The following Board Appointments were requested:

NAME	BOARD	ACTION	TERM	EFFECTIVE DATE
Burket, Steve	Senior Citizens Advisory *	Appointment	2 yrs.	8/1/12
Hackney High, Jr.	County Attorney	Reappointment	2 yrs.	9/1/12

***Completes James Griffin's term which expires on 12/31/12.**

5. **Budget Amendments:**

**BUDGET AMENDMENT NO. 1
GENERAL FUND**

CODE NUMBER	DESCRIPTION OF CODE	AMOUNT	
		INCREASE	DECREASE
10-348-000	State Grants - DSS	31,825	
10-610-454	DSS - Child/Day Care	31,825	

EXPLANATION: To budget actual Day Care Funding from State for FY 2012-13.

**BUDGET AMENDMENT NO. 2
PHASE III FUND**

CODE NUMBER	DESCRIPTION OF CODE	AMOUNT	
		INCREASE	DECREASE
60-500-740	12" Waterline Capital		20,250
60-399-000	Fund Balance Appropriated		20,250

EXPLANATION: To budget actual 6/30/12 figures in Fund 60 (Phase III).

KAY DAVIS, DIRECTOR OF PETTIGREW REGIONAL LIBRARY

Ms. Davis explained that, about a year ago, the North Carolina Administrative Code governing the State Library of North Carolina was revised. The new rules went into effect on April 1, 2011. The State Library sections include a Section (07 NCAC 021.0206) on State Aid Grants that covers the organization of Regional Libraries (Section .0300). These changes require a few minor changes in our founding document, the Regional Agreement that was signed on January 24, 1977 by the Regional Library Board and by the four Chairmen of the four County Commissions on February 11, 1077. She further explained that we were in pretty good shape and not many changes were required and none of them are considered a substantive change. Many of the additions were in our Bylaws already and just needed to be moved to the Agreement. She stated that they were happy with the Pettigrew Regional Library and it is working well as a library so again they are not suggesting any major changes. She presented the various changes on the Agreement and asked the Board to consider approving the Agreement as presented. While reviewing the changes, Ms. Davis explained the Chowan County suggested that they add to Item 6 under "Powers and Duties of the Board" that copies of the audit be provided to the County Manager's Office for each of the participating Counties. The Chairman asked if any of the Commissioners had any comments or questions:

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- **Commissioner Cole:** Ms. Cole asked where the Regional Library Office was located. Ms. Davis said that it was located in Washington County.
- **Commissioner Cole:** Regarding “Disagreements related to this Agreement will be resolved by a committee of representatives from each county and the Pettigrew Regional Library.”, Ms. Cole asked if it was required by the Administrative Code. Ms. Davis was not sure if it was.

There being no further questions or comments, the Chairman called for a vote. On motion made by Mack E. Nixon, seconded by Edward R. Muzzulin, the Board unanimously approved the Regional Agreement as presented by Ms. Davis with Pettigrew Regional Library including the change requested by Chowan County.

TRISHA SIGNOR, TRI-COUNTY ANIMAL SHELTER

Ms. Signor stated that she volunteers regularly at the Tri-County Animal Shelter. The Shelter Director, Dana Goheen, does a wonderful job but Ms. Signor feels that due to the understaffing of the facility, Ms. Goheen will leave. Currently, they have two full-time and one part-time employee. One of the full-time staff has been out due to illness for about a couple of months. Recently, there was a Humane Society evaluation performed at the shelter. One of the main comments was the concern for the number of staff members to care for the animals. She is requesting that the participating Counties provide additional funding for more staff to assist Ms. Goheen with the care of the animals. She thanked the Board for their consideration and hoped that they will act on that concern. County Manager Heath said that there is a meeting scheduled in 1½ weeks that he and Commissioner Weimar will be attending. Hopefully, he will have more information available then.

HOMERIA JENNETTE, TELECOMMUNICATIONS

Ms. Jennette presented her monthly and quarterly reports. County Manager Heath said that the Open House for the building was a success and that they had about 175 people to visit the facilities. They thanked Homeria, Larry, and Jarvis and their staff for all their help with the Open House.

SUSAN CHANEY, SOCIAL SERVICES

Ms. Chaney presented her monthly report.

BILL JENNINGS, TAX ADMINISTRATOR

Bill Jennings presented his monthly report. He reported that the tax bills are ready to be mailed out next month.

LEWIS SMITH, COOPERATIVE EXTENSION

Mr. Smith presented a Special Leave Award by the State of North Carolina for its Cooperative Extension Employees. The Special Leave provision has the following characteristics:

- It is awarded only to those leave-earning employees employed on July 1, 2012.
- It must be used before any other non-sick-leave balance (may be used for absences due to illness, but s not required).
- It is paid out only to employees who separate due to retirement; the special leave balance is “forfeited” for all other types of separations
- The entire balance must be utilized on or before June 30, 2013, or it is “forfeited.”

Mr. Smith explained that each County must notify N.C. Cooperative Extension in writing whether or not they agree to award their portion of the State’s Special Leave award. On motion made by Mack E. Nixon, seconded by Tammy Miller-White, the Board unanimously approved the request and instructed County Manager Heath and Finance Officer Ward to work out the details.

County Manager Heath explained that later in the meeting, the Board will be taking action on the Senior Health Insurance Information Program (SHIIP) Grant. He asked if Mr. Smith would give an overview of the program. Mr. Smith stated that this is funding to assist in Medicare Part D funding. The County has been awarded \$4,202 and the Board will need to accept these funds.

COMMISSIONER’S CONCERNS/COMMITTEE REPORTS

Commissioner Muzzulin: Mr. Muzzulin understands that they had a Hazardous Materials Exercise performed in Perquimans County and he would like to have a copy of the After Action Report that is required to be sent to the State. County Manager Heath stated that he understood that the exercise went well. The guidelines that they are coming up with will be incorporated into our Emergency Management Plan. He said that he will look into this and forward the information to the Board.

UPDATES

County Manager Heath updated the Board on the following projects:

Water System Projects: We are still working on a workable Agreement with Pasquotank County for 150,000 gallons of potable water from the RO Plant. Part of that project was the railroad boring at Chapanoke Road which now has been completed. The proposed loan for the installation of the waterline and the upgrades to the RO Plant has been forwarded to Local Government Commission which should meet tomorrow to vote on it. Once that has been approved, we can proceed with awarding the contract for the project.

Jail Project: Commissioner Muzzulin stated that they did not have a meeting this week. The only problem that they have had was some major air conditioner problems but one has been fixed and another will be fixed once they receive the part. Commissioner Nixon asked if they have advertised for a new Jail Administrator yet. Mr. Muzzulin said that they will review the applications and interviews will begin next month.

WATER PURCHASE CONTRACT – PASQUOTANK COUNTY

No action taken at this time.

MINZIE’S CREEK SEWER DISTRICT

The Public Hearing was held earlier in the meeting. This is the opportunity for the Board to ask questions and make comments. The following comments/questions were made:

- Clif Smith, attorney for the Minzie’s Creek Sewer Group, said that he wanted to address some of the issues that came up during the Public Hearing. One of the first things he wanted to clarify is the inclusion of P and R Sections. He said that the sewer plant as it exists now would not be cutting off any current members but only adding new members from the H Section. He, along with two individuals from NCDENR (Don Burke, Division of Water Quality, and Harry Bailey, Regional Engineer, Public Water Supply Section) would be willing to answer any questions that the Board would have.
- County Manager Heath asked if the Minzie’s Creek Sewer Group had explored any other avenues for this situation. Mr. Smith said that he had not but maybe Don Burke, Division of Water Quality, could make some comments. Mr. Burke said that the Pod system had been suggested by HIPOA and the residents of the area but it was disqualified because it was for only part-time residents. Mr. Heath further asked what the average daily flow of the system was. Mr. Burke said that the August average flow was around 5,000 gallons. In wet weather, the flow would be higher. Mr. Heath asked what an estimated figure would be in that case. Mr. Burke explained how it worked but did not give any specific answer to the question.

- Mack E. Nixon asked the Chairman if Ralph Hollowell of the Albemarle Regional Health Services (ARHS) could address the Board. Mr. Hollowell said that ARHS would be willing to go and evaluate some of these sites and see what direction they could go into. He mentioned the cluster system. He said that they have a Public Management Entity Program that these systems would fall under if we could come with a solution. They have their own operators that would monitor these systems. The biggest hurdle would be to get the homeowners and the Commissioners to okay the system. Commissioner Nixon asked what some of the advantages would be to having ten or twelve homes having their own system. Mr. Hollowell said that the biggest advantage would be that, if one cluster went out, that would not affect the other homes in the area. The Chairman asked if this can be done without establishing a sewer district. After some discussion about the costs of the system, Commissioner Nixon said that this is a viable action that the people could look at in order for them to keep their homes. Commissioner Miller-White asked if the \$3,500 plus monthly expenses would the cost be more if all 91 residents did not pay their portion. Mr. Smith said that it would depend on how it would be set up.
- Commissioner Miller-White asked a question about full-time and part-time residency. She asked that, if the Board decides to set up the sewer district, will this be saying that it is full-time residency. It was explained that Restrictive Covenants are different from County Planning and it would not change the zoning of that area.
- Ralph Hollowell said that with either plan, timing is of the essence. Something needs to be done as soon as possible.
- Commissioner Cole asked that, if additional money is needed, where would the difference come from. Mr. Smith said that the property owners understand that the County will not be paying. This was asked and answered three times.

Edward R. Muzzulin made the motion to approve the Minzie’s Creek Sewer District with the understanding that the County will not be financially involved at any point. The motion was seconded by Janice McKenzie Cole. The motion carried by a vote of four (4) to one (1) with Commissioner Nixon voting against the motion. Commissioner Miller-White stated that it is okay to proceed but if it does not work out, the County is not going to bail them out. County Attorney High, Mr. Cliff Smith and County Manager Heath prepared the following Resolution for the Chairman’s signature:

**RESOLUTION AUTHORIZING THE FORMATION OF THE
MINZIES CREEK SANITARY DISTRICT**

WITNESSETH, that whereas:

- A. Perquimans County is a body politic organized and existing under the laws of the State of North Carolina;
- B. The Petitioner is Minzies Creek Village, which is an unincorporated nonprofit association formed pursuant to N.C.G.S. §59B *et seq.*;
- C. The Petitioner, Minzies Creek Village, pursuant to North Carolina General Statute §130A-48, seeks the approval of the Board of Commissioners of Perquimans County for the incorporation of a sanitary district to be formally named Minzies Creek Sanitary District;
- D. Fifty-one percent (51%) or more of the resident freeholders within proposed the Minzies Creek Sanitary District petition the Perquimans County Board of Commissioners for the creation of the sanitary district;
- E. The Petition is accompanied with a map showing the boundaries of the proposed Minzies Creek Sanitary District for the purpose of preserving and promoting the public health and welfare;
- F. On this the 6th day of August, 2012 the Perquimans County Board of Commissioners did hold a joint public hearing between the Perquimans County Board of Commissioners and the Public Water Supply Section of the Department Of Environment and Natural Resources at the Perquimans County Court House.

NOW THEREFORE, BE IT RESOLVED THAT:

1. Pursuant to N.C.G.S. §130A-48 the Perquimans County Board of Commissioners hereby grants the Petition of Minzies Creek Village incorporating a sanitary district formally named the “Minzies Creek Sanitary District”.
2. Said Sanitary District shall encompass the following properties:
 - a. The entire area referred to as Holiday Island Section H, as shown in the Perquimans County Register of Deeds at Plat Book 4, Page 253, plat prepared by S. Elmer Williams and filed in the Perquimans County Register of Deeds on the 15th day of September, 1971, which area includes 291 individual lots A map attached “Minzies Creek Proposed Sanitary District”, and prepared by the County Manger of Perquimans County shows more specifically the area designated as Section H, and the lots that verify the requested petition to incorporate said sanitary district.
 - b. The entire area referred to as the Park Area, and more specifically described as having Perquimans County pin number 7878-43-5911 and owned by Holiday Island Property Owner’s Association. This land is specifically identified as the “Lagoon Area” on the map titled “Minzies Creek Proposed Sanitary District” and prepared by the County Manger of Perquimans County
 - c. A certain section of an area more specifically described as having Perquimans County pin number 7876-41-6831 and being owned by Holiday Island Property Owner’s Association. This section contains the current waste water treatment plant and is identified in the map titled “Minzies Creek Proposed Sanitary District” and prepared by the County Manger of Perquimans County as the “Previous Treatment Plant”.
 - d. The sanitary district will also encompass what is further known as Holiday Island Section S, having approximately 49.33 acres, and being more specifically described as having pin number 7876-33-6925. This land is not divided into individual lots and includes 34.70 acres of waste wetlands. Section S is denoted on the map titled “Minzies Creek Proposed Sanitary District”, and prepared by the County Manger of Perquimans County.
3. This Resolution shall remain in effect until withdrawn by the Perquimans County Board of Commissioners adopting a subsequent Resolution withdrawing this authority.
Said Resolution was introduced by Commissioner Edward Muzzulin and seconded by Commissioner Janice Cole and was adopted with four votes for the resolution and one vote against the resolution.
This the 6th day of August, 2012.

Benjamin C. Hobbs, Chairman
Perquimans County Board of Commissioners

Attest:

Mary P. Hunnicutt, Clerk
Perquimans County Board of Commissioners

(SEAL)

PLANNING BOARD ITEMS

Donna Godfrey, County Planner, presented the following items for Board action:

Recombination Application No. NZV-12-02 – Michael & Madeline Wolk and Lon & Marcia Humphreys: A Public Hearing was held earlier in the meeting to consider a request from Michael & Madeline Wolk and Lon & Marcia Humphreys, to recombine Lots 61 and 62, Section H, Snug Harbor, to relocate the shared interior property line more at right angle to Linden Street and Yeopim River. Subject properties located at 102 & 106 Linden Street and known as Tax Parcels 2-D085-H061-SH and 2-D085-H062-SH. Considering the following Section 206 Findings and Section 701(a) exemption criteria, Tammy Miller-White made a motion to approve the realignment of the shared interior property line of Lots 61 & 62 in Snug Harbor, Section H, so as to be more at right angle with Linden Street and the Yeopim River, including the condition made by the Snug Harbor Property Owners’ Association:

- a) That there are special circumstances or conditions affecting said property such that the strict application of the provisions of this ordinance would deprive the applicant of the reasonable use of his land.
- b) That the variance is necessary for the preservation and enjoyment of a substantial property right of the petitioner.
- c) That the circumstances giving rise to the need for the variance are peculiar to the parcel and are not generally characteristic of other parcels in the jurisdiction of this ordinance, and
- d) That the granting of the variance will not be detrimental to the public health, safety, and welfare or injurious to other property in the territory in which said property is situated.

The motion was seconded by Janice McKenzie Cole and unanimously approved by the Board.

Letter Agreement – Planning Assistance – NC CAMA Core Land Use Plan Update: Ms. Godfrey explained that we are nearing the end of the approval of our Updated Land Use Plan. In order to complete this project, the Board will need to

consider the Agreement with William Turner, Jr. with Community Planning Collaborative at an additional cost of about \$5,000 plus the cost of materials. County Manager Heath said that he had budgeted \$1,000 but would be able to transfer funds to cover the additional expense if needed. On motion made by Janice McKenzie Cole, seconded by Edward R. Muzzulin, the Board unanimously approved the Agreement with William Turner, Jr. at a cost of up to \$5,000.

HARVEY POINT – SHERIFF’S CONTRACT

The Harvey Point Defense Testing Facility is requesting an amendment to our contract with them to provide off-duty support to their base through the Sheriff’s department. They are proposing an hourly dollar increase from \$25 to \$26 per hour versus the original \$27 proposal. It would be broken down as follows:

Proposed in FY 11 for FY 12 option increase:	\$27.00	Re-Negotiate for FY 12 increase	\$26.00
FICA – 7.65%	2.05	FICA – 7/65%	1.99
401K - .5%	1.35	401K - .5%	1.30
Retirement – 7.03%	1.90	Retirement – 7.03%	1.83
Total pay per hour	<u>\$32.32</u>	Total pay per hour	<u>\$31.12</u>

On motion made by Mack E. Nixon, seconded by Janice McKenzie Cole, the Board unanimously approved their amendment to our current contract.

EMERGENCY MANAGEMENT MUTUAL AID AGREEMENT

County Manager Heath presented the Emergency Management Mutual Aid Agreement between Perquimans County and the surrounding Counties of Bertie, Camden, Chowan, Currituck, Dare, Gates, Hertford, Hyde, Martin, Pasquotank, Perquimans, Tyrrell, and Washington to assist each other during a variety of disasters. On motion made by Tammy Miller-White, seconded by Edward R. Muzzulin, the Board unanimously approved the following Emergency Management Mutual Aid Agreement:

MUTUAL AID AGREEMENT

COUNTIES OF Bertie, Camden, Chowan, Currituck, Dare, Gates, Hertford, Hyde, Martin, Pasquotank, Perquimans, Tyrrell and Washington
MUTUAL AID AGREEMENT WITH EMERGENCY MANAGEMENT AGENCIES AND/OR OTHER GOVERNMENT FUNCTIONS

THIS AGREEMENT, MADE AND ENTERED INTO THIS 1st DAY OF JULY 2012, BY AND BETWEEN THE COUNTIES OF Bertie, Camden, Chowan, Currituck, Dare, Gates, Hertford, Hyde, Martin, Pasquotank, Perquimans, Tyrrell and Washington all being body politics and a political subdivision of the State of North Carolina, hereinafter referred to as “County” or “Counties.”

WHEREAS, Eastern North Carolina is geographically vulnerable to a variety of disasters;

WHEREAS, Chapter 166A of the North Carolina General Statutes, entitled the North Carolina Emergency Management Act, recognizes this vulnerability and provides that its intended purposes are to:

- (1) Reduce vulnerability of people and property of this State to damage, injury, and loss of life and property;
- (2) Prepare for prompt and efficient rescue, care, and treatment of threatened or affected persons;
- (3) Provide for the rapid and orderly rehabilitation of persons and restoration of property; and
- (4) Provide for cooperation and coordination of activities relating to emergency and disaster mitigation, readiness, response, and recovery;

WHEREAS, under Chapter 166A and other chapters of the North Carolina General Statutes, entities entering into mutual aid and assistance agreements may include provisions for the furnishing and exchanging of supplies, equipment, facilities, personnel and services;

WHEREAS, the purpose of this agreement is to provide each of the parties hereto through their mutual cooperation, a predetermined plan by which each of them may render aid to the other on issues regarding resource deficiencies, and also in case of conflagration, holocaust, civil disorder, natural, man-made or technological disaster to a degree beyond the existing capabilities of either party.

WHEREAS, it is deemed to be in the public interest for the parties hereto to enter into an agreement for mutual assistance within law and order, fire protection, emergency medical care, search & rescue, emergency management, public works and other departments within the county’s government in order to assure proper care of the citizens at large.

WHEREAS, by action of the governing body of each party hereto, they do hereby reach an agreement for mutual aid assistance and are duly authorized by the governing bodies of each of the parties to render mutual aid and assistance to the other.

THEREFORE, pursuant to G.S. 166A-10(b), these entities agree to enter into this Agreement for reciprocal emergency management aid and assistance, with this Agreement embodying the understandings, commitments, terms, and conditions for said aid and assistance, as follows:

- (1) Should it become necessary to activate this agreement as set forth, the local Emergency Management Coordinator/Director from the requesting County, shall make notification to local Emergency Management Coordinator of the County from which assistance is being requested.
- (2) The Local Emergency Management Coordinator/Director shall have the authority to request apparatus, equipment and manpower to assist the requesting party as may be required.
- (3) The conduct and actions of said personnel shall be the responsibility of the official in charge of the responding party.
- (4) Each party to this agreement or organization of the political subdivision shall assume the responsibility of any personnel of their own command responding to the duly requested mutual aid in event of death, injury or liabilities of which occur due to the responding to a request for mutual aid.
- (5) The party responding under the terms of this agreement shall assume no responsibility or liability for any tactic or strategy used in the operation; said liability and responsibility shall rest solely with the party requesting such mutual aid.
- (6) The party responding under the terms of this agreement shall assume all liability for its own personnel and equipment while enroute, at the scene and returning from the request for mutual aid.
- (7) The party responding to the request for mutual aid under this agreement shall not respond any personnel not covered by Worker’s Compensation or any vehicle not covered by liability insurance.
- (8) Upon request for mutual aid, the Emergency Management Coordinator/Director may honor the request, providing the capacity to provide protection within his own jurisdiction is not impaired. The decision to respond shall remain solely on ones’ capacity to protect its’ own jurisdiction.
- (9) The Local Emergency Management Coordinator/Director, or designee, in the county where the emergency exists shall make requests for assistance under this agreement. This local Emergency Management Coordinator/Director, or designee, will be in command and control of the emergency. The individual organization(s) responding shall receive orders and directions through the officer in command or the Incident Commander of requesting party.
- (10) The party responding to the request for mutual aid under this agreement shall enjoy the same authority, rights, privileges and immunities as enjoyed by the requesting jurisdiction.
- (11) Either party may, at anytime, terminate this agreement through its’ respective Governing Body upon serving of a thirty-day written notice to the remaining parties to this agreement.
- (12) Except as otherwise provided below, it is understood that recipient shall pay to Provider all documented costs and expenses incurred by provider as a result of extending aid and assistance to recipient. The terms and conditions governing reimbursement for any assistance provided under this agreement shall be in accordance with the following provisions, unless otherwise agreed in writing by recipient and provider. Recipient shall be ultimately responsible for reimbursement of all eligible expenses.
 - A. *Personnel*-- During the period of assistance, provider shall continue to pay its employees according to its then prevailing ordinances, rules, and regulations. Recipient shall reimburse provider for all direct and indirect payroll costs and expenses including travel expenses incurred during the period of assistance, including, but not limited to, employee retirement benefits as provided by Generally Accepted Accounting Principles (GAAP). However, as stated in Section IX of this agreement, recipient shall not be responsible for reimbursing any amounts paid or due as benefits to provider’s personnel under the terms of the North Carolina Workers’ Compensation Act (Chapter 97 of the North Carolina General Statutes).
 - B. *Equipment*-- Provider shall be reimbursed by recipient for the use of its equipment during the period of assistance according to either a pre-established local or state hourly rate or according to the actual replacement, operation, and maintenance expenses incurred. For those instances in which costs are reimbursed by the Federal Emergency Management Agency (FEMA), the FEMA-eligible direct costs shall be determined in accordance with 44 C.F.R. 206.228. Provider shall pay for all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition. At the request of provider, fuels, miscellaneous supplies, and minor repairs may be provided by recipient, if practical. The total equipment charges to recipient shall be reduced by the total value of the fuels, supplies, and repairs furnished by recipient and by the amount of any insurance proceeds received by provider.
 - C. *Materials And Supplies*-- Provider shall be reimbursed for all materials and supplies furnished by it and used or damaged during the period of assistance, except for the costs of equipment, fuel and maintenance materials, labor, and supplies, which shall be included in the equipment rate established in subsection B of this section (Section VII), unless such damage is caused by gross negligence, willful and wanton misconduct, intentional misuse, or recklessness of provider’s personnel. Provider’s personnel shall use reasonable care under the circumstances in the operation and control of all materials and supplies used by them during the period of assistance. The measure of reimbursement shall be determined in accordance with 44 C.F.R. 206.228. In the alternative, the parties may agree that recipient will replace, with like kind and quality as determined by provider, the materials and supplies used or damaged.

- D. *Record Keeping*-- Recipient and provider personnel shall provide information, directions, and assistance for record keeping to provider's personnel. Provider shall maintain records and submit invoices for reimbursement by Recipient using the format used or required by FEMA publications, including 44 C.F.R. part 13 and applicable Office of Management and Budget (OMB) Circulars.
- E. *Payment; Other Miscellaneous Matters as to Reimbursements*-- The reimbursable costs and expenses with an itemized notice shall be forwarded as soon as practicable after the costs and expenses are incurred, but not later than sixty (60) days following the period of assistance, unless the deadline for identifying damage is extended in accordance with 44 C.F.R. part 206. Recipient shall pay the bill or advise of any disputed items, not later than sixty (60) days following the billing date. These time frames may be modified in writing by mutual agreement. This shall not preclude provider or recipient from assuming or donating, in whole or in part, the costs and expenses associated with any loss, damage, or use of personnel, equipment, and resources provided to recipient. Neither party to this agreement shall be bound to give assistance to the requesting party if in their judgment such assistance would impose upon the community a serious impairment of protection or extreme financial hardship.

IN WITNESS WHERE OF THE COUNTIES OF Bertie, Camden, Chowan, Currituck, Dare, Gates, Hertford, Hyde, Martin, Pasquotank, Perquimans, Tyrell, Washington, parties hereto have caused this instrument to be signed in its corporate name by the Chairman of the Governing Body of each county, attested by its Clerk to the Governing Body and its corporate seal affixed;

EFFECTIVE DATE, this Agreement shall take effect upon its approval by the entity seeking to become a signatory to this Agreement and upon proper execution hereof.

By: _____
**County of Bertie,
Chairman, Board of Commissioners**

Attest:

Clerk to the Board

"This instrument has been preaudited in the manner required by the local Government Budget and Fiscal Control Act."

By: _____
County Finance Officer

By: _____
**County of Camden,
Chairman, Board of Commissioners**

Attest:

Clerk to the Board

"This instrument has been preaudited in the manner required by the local Government Budget and Fiscal Control Act."

By: _____
County Finance Officer

By: _____
**County of Chowan,
Chairman, Board of Commissioners**

Attest:

Clerk to the Board

"This instrument has been preaudited in the manner required by the local Government Budget and Fiscal Control Act."

By: _____
County Finance Officer

By: _____
**County of Currituck,
Chairman, Board of Commissioners**

Attest:

Clerk to the Board

"This instrument has been preaudited in the manner required by the local Government Budget and Fiscal Control Act."

By: _____
County Finance Officer

By: _____
**County of Dare,
Chairman, Board of Commissioners**

Attest:

Clerk to the Board

"This instrument has been preaudited in the manner required by the local Government Budget and Fiscal Control Act."

By: _____
County Finance Officer

By: _____
**County of Gates,
Chairman, Board of Commissioners**

Attest:

Clerk to the Board

"This instrument has been preaudited in the manner required by the local Government Budget and Fiscal Control Act."

By: _____
County Finance Officer

By: _____
**County of Hertford,
Chairman, Board of Commissioners**

Attest:

Clerk to the Board

"This instrument has been preaudited in the manner required by the local Government Budget and Fiscal Control Act."

By: _____
County Finance Officer

By: _____
**County of Hyde,
Chairman, Board of Commissioners**

Attest:

Clerk to the Board

Clerk to the Board

“This instrument has been preaudited in the manner required by the local Government Budget and Fiscal Control Act.”

By: _____
County Finance Officer

By: _____
**County of Martin,
Chairman, Board of Commissioners**

Attest:

Clerk to the Board

“This instrument has been preaudited in the manner required by the local Government Budget and Fiscal Control Act.”

By: _____
County Finance Officer

By: _____
**County of Pasquotank,
Chairman, Board of Commissioners**

Attest:

Clerk to the Board

“This instrument has been preaudited in the manner required by the local Government Budget and Fiscal Control Act.”

By: _____
County Finance Officer

By: _____
**County of Perquimans,
Chairman, Board of Commissioners**

Attest:

Clerk to the Board

“This instrument has been preaudited in the manner required by the local Government Budget and Fiscal Control Act.”

By: _____
County Finance Officer

By: _____
**County of Tyrrell,
Chairman, Board of Commissioners**

Attest:

Clerk to the Board

“This instrument has been preaudited in the manner required by the local Government Budget and Fiscal Control Act.”

By: _____
County Finance Officer

By: _____
**County of Washington,
Chairman, Board of Commissioners**

Attest:

Clerk to the Board

“This instrument has been preaudited in the manner required by the local Government Budget and Fiscal Control Act.”

By: _____
County Finance Officer

PASQUOTANK COUNTY’S REQUEST TO CO-LOCATE ON MUDDY CREEK WATER TANK

County Manager Heath explained that Gately Communications is helping Pasquotank County with some narrow banding activity. They are asking if they could co-locate on the Muddy Creek Water Tank. Mr. Heath said that they would split the costs for the building set up. On motion made by Tammy Miller-White, seconded by Mack E. Nixon, the Board unanimously approved their request. The Board asked Mr. Heath to see if Pasquotank County would be willing to assist with the monthly expenses of maintaining the building.

CDBG GRANT APPLICATION

The Public Hearing was held earlier in the meeting. On motion made by Tammy Miller-White, seconded by Edward R. Muzzulin, the Board unanimously authorized County Manager Heath to proceed with the CDBG Grant Application for the \$225,000.

APPOINTMENT OF DEPUTY CLERK

On motion made by Mack E. Nixon, seconded by Janice McKenzie Cole, the Board unanimously appointed Frank Heath as Deputy Clerk to replace Bobby Darden. He will be sworn in at the September meeting.

SHERIFF DEPARTMENT

The following items were being brought up for Board action:

- **New Job Classification – Animal Control Assistant:** At the Board’s July 23, 2012 Work Session, the Sheriff discussed with the Board about establishing a new job classification which was an Animal Control Assistant at Grade 58.
- **Appointment – Animal Control Assistant:** If the Board approves the above new job classification, Sheriff Tilley is recommending the appointment of David Outland, Jr. as the new Animal Control Assistant effective August 1, 2012 at Grade 58/Step 1 at a salary of \$21,716.

On motion made by Mack E. Nixon, seconded by Tammy Miller-White, the Board unanimously approved the new job classification and appointed Mr. Outland, Jr. as the new Animal Control Assistant.

DOOR PRIZE FOR NCACC CONFERENCE

On motion made by Janice McKenzie Cole, seconded by Tammy Miller-White, the Board unanimously approved to provide a door prize for the NCACC Conference. County Manager Heath & his staff will handle the purchase for Sue Weimar to take.

RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF INSTALLMENT CONTRACT WITH PNC BANK

On motion made by Mack E. Nixon, seconded by Edward R. Muzzulin, the following Resolution was unanimously approved by the Board:

RESOLUTION

The governing body for the County of Perquimans, North Carolina, held a regular meeting at the Commissioners' Room of the Perquimans County Courthouse Annex, the regular place of meeting, on August 6, 2012, at 6:00 p.m.

Present: Chairman Benjamin Hobbs, Commissioners Mack Nixon, Tammy Miller-White, Edward R. Muzzulin, & Janice McKenzie Cole

Absent: Sue Weimar

Also Present: County Manager, Frank Heath, Clerk to the Board, Mary Hunnicutt

* * * * *

County Manager Heath introduced the following resolution which was read:

RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INSTALLMENT FINANCING CONTRACT IN THE AMOUNT OF UP TO \$1,350,000 WITH PNC BANK TO FINANCE THE CONSTRUCTION AND INSTALLATION OF 20,500 LINEAR FEET OF 12" WATERLINE, TWO HIGH SERVICE PUMPS AND CHEMICAL FEED EQUIPMENT TO DELIVER 150,000 GALLONS PER DAY OF TREATED DRINKING WATER FROM THE PASQUOTANK COUNTY RO PLANT TO THE PERQUIMANS COUNTY WATER SYSTEM AUTHORIZING THE EXECUTION AND DELIVERY OF RELATED INSTRUMENTS, AND DETERMINING OTHER MATTERS IN CONNECTION THEREWITH

BE IT RESOLVED by the governing body for the Perquimans County, North Carolina (the "Unit"):

Section 1. The governing body of the Unit does hereby find and determine:

- a) The Unit proposes the construction and installation of 20,500 linear feet of 12" waterline, two high service pumps and chemical feed equipment to deliver 150,000 gallons per day of treated drinking water from the Pasquotank County RO Plant to the Perquimans County Water System, as more fully described in the hereinafter mentioned Contract (collectively, the "Project");
- b) After consideration, the governing body of the Unit has determined that the most advantageous manner of financing thereof is by an installment contract pursuant to Section 160A-20 of the General Statutes of North Carolina, as amended;
- c) Pursuant to Section 160A-20, the Unit is authorized to finance the construction and installation of 20,500 linear feet of 12" waterline, two high service pumps and chemical feed equipment to deliver 150,000 gallons per day of treated drinking water from the Pasquotank County RO Plant to the Perquimans County Water System, by entering into an installment contract and a deed of trust or other security instrument that creates a security interest in the property financed to secure repayment of the financing;
- d) As required by Section 160A-20, on July 2, 2012 the Unit held a public hearing with respect to the financing of the Project through the Contract, after notice of such hearing was published at least ten (10) days prior to the hearing; and
- e) PNC Bank ("PNC") has proposed that PNC enter into an Installment Financing Contract with the Unit to finance the Project pursuant to which PNC will lend the Unit the amount of up to \$1,350,000 (the "Contract") and a related Escrow Agreement between the Unit and PNC (the "Escrow Agreement"), to be secured by a Deed of Trust and Security Agreement with respect to the Project for the benefit of PNC (the "Deed of Trust").

Section 2. The governing body hereby authorizes and directs the Chairman of the Board of Commissioners, Clerk to the Board of Commissioners, Finance Officer, and County Manager to execute, acknowledge and deliver the Contract, the Deed of Trust and the Escrow Agreement on behalf of the Unit in such form and substance as the person executing and delivering such instruments on behalf of the Unit shall find acceptable. The Clerk is hereby authorized to affix the official seal of the Perquimans County to the Contract, the Deed of Trust and the Escrow Agreement and attest the same.

Section 3. The proper officers of the Unit are authorized and directed to execute and deliver any and all papers, instruments, opinions, certificates, affidavits and other documents and to do or cause to be done any and all other acts and things necessary or proper for carrying out this Resolution, the Contract, the Deed of Trust and the Escrow Agreement.

Section 4. Notwithstanding any provision of the Contract, the Deed of Trust or the Escrow Agreement, no deficiency judgment may be rendered against the Unit in any action for breach of a contractual obligation under the Contract, the Deed of Trust or the Escrow Agreement and the taxing power of the Unit is not and may not be pledged directly or indirectly to secure any moneys due under the Contract, the security provided under the Contract and the Deed of Trust being the sole security for PNC in such instance.

Section 5. The Unit covenants that, to the extent permitted by the Constitution and laws of the State of North Carolina, it will comply with the requirements of the Internal Revenue Code of 1986, as amended (the "Code") as required so that **interest on the Unit's obligations under the Contract will not be included in the gross income of PNC.**

Section 6. The Unit hereby represents that it reasonably expects that it, all subordinate entities thereof and all entities issuing obligations on behalf of the Unit will issue in the aggregate less than \$10,000,000 of tax-exempt obligations, including the Contract (not counting private-activity bonds except for qualified 501(c)(3) bonds as defined in the Code) during calendar year 2012. In addition, the Unit hereby designates the Contract and its obligations under the Contract as a "qualified tax-exempt obligation" for the purposes of the Code.

Section 7. This Resolution shall take effect immediately upon its passage.

UPON MOTION OF MACK E. NIXON, SECONDED BY EDWARD R. MUZZULIN, MEMBERS OF THE GOVERNING BODY, THE FOREGOING RESOLUTION ENTITLED "RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INSTALLMENT FINANCING CONTRACT IN THE AMOUNT OF UP TO \$1,350,000 WITH PNC BANK TO FINANCE THE CONSTRUCTION AND INSTALLATION OF 20,500 LINEAR FEET OF 12" WATERLINE, TWO HIGH SERVICE PUMPS AND CHEMICAL FEED EQUIPMENT TO DELIVER 150,000 GALLONS PER DAY OF TREATED DRINKING WATER FROM THE PASQUOTANK COUNTY RO PLANT TO THE PERQUIMANS COUNTY WATER SYSTEM AUTHORIZING THE EXECUTION AND DELIVERY OF RELATED INSTRUMENTS, AND DETERMINING OTHER MATTERS IN CONNECTION THEREWITH" WAS PASSED BY THE FOLLOWING VOTE:

Ayes: Chairman Hobbs, Commissioners Nixon, Miller-White, Muzzulin, and Cole

Nays: None

PASSED AND ADOPTED this 6th day of August, 2012.

* * * * *

I, Mary P. Hunnicutt, Clerk for the Board of Commissioners of Perquimans County, North Carolina DO HEREBY CERTIFY that the foregoing has been carefully copied from the actual recorded minutes of the governing body of said County of Perquimans at a regular meeting held on August 6, 2012, the record having been made in the minutes of said governing body, and is a true copy of so much of said minutes as relates in any way to the passage of a resolution providing for the authorization of the Installment Financing Contract referred to therein.

I DO HEREBY FURTHER CERTIFY that a schedule, stating that the regular meetings of the Commissioners are held on the first Monday of each month at 7:00 p.m., respectively, at 110 North Church Street, Hertford, North Carolina, was on file with me for at least seven calendar days prior to said meeting, all in accordance with G.S. 143-318.12.

 Mary P. Hunnicutt, Clerk
 Perquimans County Board of Commissioners

APPOINTMENT: SENIOR TARHEEL REGIONAL ADVISORY BOARD & SENIOR TARHEEL DELEGATE

This matter was tabled until the September meeting.

2012-2013 SHIIP GRANT CONTRACT & BUDGET AMENDMENT

On motion made by Tammy Miller-White, seconded by Edward R. Muzzulin, the Board unanimously approved the 2012-2013 SHIIP Grant Contract and the following Budget Amendment:

**BUDGET AMENDMENT NO. 3
 GENERAL FUND**

CODE NUMBER	DESCRIPTION OF CODE	AMOUNT	
		INCREASE	DECREASE
10-348-033	State Grants - Senior Medicare	352	
10-615-146	SHIIP (Senior Health Ins. Inf. Program)	352	

EXPLANATION: To budget total amount to receive in SHIIP for FY 2012-13 (\$3,850 + \$352 = \$4,202).

APPOINTMENT: EMT FILL-INS (3)

On motion made by Mack E. Nixon, seconded by Tammy Miller-White, the Board unanimously approved the following appointments:

Employee Name	Action Required	Grade/Step	New Salary	Effective Date
Matthew Evans	Appointment	63/1	\$13.01/hour	7/1/12
Brett Damron	Appointment	63/1	\$13.01/hour	7/1/12
Cyrelle Armstrong	Appointment	63/1	\$13.01/hour	7/1/12

PUBLIC COMMENTS

Emerson Cullins: Mr. Cullins asked about pay increases for the recycling center attendants. Chairman Hobbs explained that they worked for Albemarle Regional Health Services and not the County. ARHS has received raises since our employees have.

ADJOURNMENT

There being no further business to discuss, the Regular Meeting was adjourned by the Chairman at 8:30 p.m.

 Benjamin C. Hobbs, Chairman

 Clerk to the Board

REGULAR MEETING
 September 4, 2012
 6:45 p.m.

The Perquimans County Board of Commissioners met in a regular meeting on Tuesday, September 4, 2012, at 6:45 p.m. in the Commissioners' Room located on the first floor of the Perquimans County Courthouse Annex.

MEMBERS PRESENT: Benjamin Hobbs, Chairman Janice McKenzie Cole, Vice Chair
 Tammy Miller-White Mack E. Nixon
 Edward R. Muzzulin

MEMBERS ABSENT: Sue Weimar

OTHERS PRESENT: Frank Heath, County Manager Will Crowe, County Attorney
 Mary Hunnicutt, Clerk to the Board

After the Vice Chairman called the meeting to order, she asked Commissioner Nixon to give the invocation and then led the Pledge of Allegiance. The Vice Chairman said that the first item of business was to hold a Public Hearing.

PUBLIC HEARING

Conditional Use Permit – Marta Bundy

Vice Chairman Cole opened the Public Hearing stating that the purpose of the public hearing was to receive public comments on the consideration of Conditional Use Permit No. CUP-12-03, by Marta Wendy Long Bundy, to allow placement of a doublewide manufactured home at 431 Old Neck Road (SR 1301) about 620 feet west of Matthews Acres Road (SR 1391), and known as Tax Parcel No. 5-0051-0014B. There were nineteen (19) people present. The Vice Chairman recognized Donna Godfrey, County Planner, who gave an overview of the request. The Planning Board, at their August 14th meeting, approved the Conditional Use Permit with the addition of the Condition No. 3, as follows: "Placement of a home (and any other accessory structures proposed in the future) to be a minimum of 25 feet from the front property – or farther if feasible – to allow use of the septic tank, drain lines and other existing site improvements. The Chairman arrived at the meeting and asked if there were any questions or comments from the public. Since this is a quasi-judicial proceeding, the Chairman administered the oath to each speaker. The following questions/comments were made:

- **Cathie Brocken:** Ms. Brocken said that she lives at 112 Faith Drive and expressed concerns that her property values would decrease if a double-wide was allowed to be placed on this property. She bought her property with the intention of not