

MINUTES
LINCOLN COUNTY BOARD OF COMMISSIONERS
MONDAY, DECEMBER 2, 2019

The Lincoln County Board of County Commissioners met on December 2, 2019, at the Commissioners Room, Administration Building, 353 N. Generals Blvd, Lincolnton, the regular place of meeting at 6:30 PM.

Commissioners Present:

Carrol Mitchem, Chair
Richard Permenter, Vice Chair
Anita McCall
Milton Sigmon
Bud Cesena

Others Present:

Kelly G. Atkins, County Manager
Wesley Deaton, County Attorney
Josh Grant, Programs Manager
Amy S. Atkins, Clerk to the Board

Planning Board Members Present:

Jamie Houser, Chairman
Doug Tallent, Secretary
James Dean
Matt Fortune
John Marino
Robert Shugarman

Planning Staff Present:

Andrew Bryant, Director
Randy Hawkins, Zoning Administrator
Jeremiah Combs, Planner
Amy Brown, Clerk to Planning Board

Call to Order: Kelly Atkins called the December 2, 2019 meeting of the Lincoln County Board of Commissioners to order. He called for a moment of silence and led in the Pledge of Allegiance.

Election of Chair: Mr. Atkins opened the floor to nominations for Chairman. Commissioner Cesena nominated Commissioner Carrol Mitchem as Chairman.

UPON MOTION by Commissioner Sigmon, the Board voted unanimously to close nominations and elect Commissioner Mitchem as Chairman.

Election of Vice Chair: Chairman Mitchem conducted the election of Vice Chairman. Commissioner Cesena nominated Commissioner Rich Permenter as Vice Chairman.

UPON MOTION by Commissioner Cesena, the Board voted unanimously that nominations be closed and Commissioner Permenter be elected as Vice Chairman.

Adoption of Agenda: Chairman Mitchem presented the agenda for the Board's approval.
UPON MOTION by Commissioner Sigmon, the Board voted unanimously to adopt the agenda as presented.

AGENDA
Lincoln County Board of Commissioners Meeting
Monday, December 2, 2019
6:30 PM

Lincoln County Administration Office
353 N. Generals Blvd
Lincolnton NC 28092

Call to Order - Kelly Atkins, County Manager

Moment of Silence

Pledge of Allegiance

Election of Chairman

Election of Vice-Chair

Adoption of Rules of Procedure

1. Adoption of Agenda
2. Consent Agenda
 - Waived fees - Citizens Benefit Showcase
 - Approval of Minutes
 - VTS Refunds
 - Surplus Property
3. Zoning Public Hearings - Randy Hawkins

QUASI JUDICIAL CASE

CUP #411 Johnny Rudisill, applicant (Parcel ID# 01831) A request for a conditional use permit to place a Class C (singlewide) manufactured home in the R-S (Residential Suburban) district. The 0.43-acre lot is located on the west side of Broad River Lane about 150 feet south of its intersection with Windsor Woods Drive in Ironton Township.

LEGISLATIVE CASES

ZMA #666 Dianne Self, applicant (Parcel ID# 23149) A request to rezone a 6.8-acre tract from B-G (General Business) to R-T (Transitional Residential). The property is located at 2703 Salem

Church Road, on the east side of Salem Church Road at its intersection with Gastonia Highway, in Ironton Township.

ZMA #667 Kenneth Carpenter, applicant (Parcel ID# 30930, 30945, 30948, 51686, 80970 and 80971) A request to rezone 37 acres from CU PD-R (Conditional Use Planned Development-Residential) to R-T (Transitional Residential). The property is located on the east side of Beth Haven Church Road south of Stoneview Court and Willow Farm Drive in Catawba Springs Township.

4. Subdivision Performance Guarantee Application for Carolina Ridge/Trilogy Lake Norman Parcel D, Phase 4 - Jeremiah Combs
5. Performance Guarantee Extension - Carolina Ridge (Trilogy @ Lake Norman) Parcel BC - Hemlock Bluff Court - Jeremiah Combs
6. Service Provision Agreement for Animal Control Services in the City of Lincolnton - Hannah Beaver
7. Request from Sheriff for Replacement of Outdated SWAT Equipment - Sheriff Bill Beam
8. Public Comments (15 minutes allowed per Rules of Procedure – 3 minutes per person)
9. John Howell Memorial Drive Timber Sale Award - John Henry
10. Award of Contract for the Shanklin Library Roof Project - John Henry
11. Request to Approve Exemption from the RFQ Process - John Henry
12. Capital Project Ordinance Amendment #1 - Deanna Rios
Budget Ordinance Amendment #2
Grant Project Ordinance #2
Grant Project Ordinance #3
13. Other Business
14. Closed Session Pursuant to NCGS § 143-318.11. Closed sessions. (a)(6) To consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee

Adjourn

Consent Agenda: UPON MOTION by Commissioner McCall, the Board voted unanimously to approve the Consent Agenda.

- Waived fees - Citizens Benefit Showcase
- Approval of Minutes
- VTS Refunds
- Surplus Property

Zoning Public Hearings:

New Business/Advertised Public Hearings: Wesley Deaton gave information on quasi judicial and legislative zoning cases, asking if anyone had ex parte communications. No ex parte communications were revealed.

CUP #411 – Johnny Rudisill, applicant :

The applicant is requesting a conditional use permit to place a Class C manufactured home in the R-S (Residential Suburban) district. A Class C manufactured home is a singlewide that meets the Unified Development Ordinance's appearance standards. Under the UDO, a Class C manufactured home may be placed in the R-S district subject to the issuance of a conditional use permit. This property was rezoned in 2001 from B-G (General Business) to CU R-S (Conditional Use Residential Suburban) to permit a Class B (doublewide) manufactured home, but a home was not placed there and the permit expired.

SITE AREA AND DESCRIPTION

The 0.43-acre parcel is located on the west side of Broad River Lane about 150 feet south of its intersection with Windsor Woods Drive in the High Shoals area. It is adjoined by property zoned R-S and B-G. Land uses in this area are primarily residential. Several singlewide manufactured homes are located in this area. This property is part of an area designated by the Lincoln County Land Use Plan as Large Lot Residential, suitable for single-family homes.

Chairman Mitchem opened the public hearing for CUP #411 – Johnny Rudisill, applicant.

Johnny Rudisill, applicant, said he prepared the findings of fact and incorporated the findings of fact into his testimony. He said they will connect to county water if available, if not they will put a well in, as well as a septic tank.

Being no additional speakers, Chairman Mitchem closed the public hearing.

ZMA #666 – Dianne Self, applicant: Randy Hawkins presented the following:

The applicant is requesting the rezoning of a 6.8-acre tract from B-G (General Business) to R-T (Transitional Residential). A house is located on this property. The stated purpose for the request is to build another home. Under the B-G zoning, residential uses are not permitted (except for upper-story residential with commercial below). The property would also need to be subdivided to permit a second home.

Site Area & Description

The subject property is located at 2703 Salem Church Road, on the east side of Salem Church Road at its intersection with Gastonia Highway, in the High Shoals area. It is adjoined by property zoned R-T and B-G. Land uses in this area include residential and business. This property is part of an area designated by the Lincoln County Land Use Plan as a Suburban Commercial Center, suitable for general commercial services.

Additional Information

Permitted uses

Under current B-G zoning: retail sales, offices, personal services, church, etc.

Under proposed R-T zoning: site-built house, modular home, manufactured home (singlewide or doublewide), duplex, church.

Adjoining zoning and uses

East: zoned R-T, residence.

South: zoned R-T, residence.

West (opposite side of Gastonia Highway): zoned B-G and R-T, commercial building and vacant lot.

North: zoned B-G, residence.

Staff's Recommendation

Under state law, prior to adopting or rejecting a zoning amendment, the Board of Commissioners must adopt one of the following statements:

- (1) A statement approving the zoning amendment and describing its consistency with an adopted comprehensive plan and explaining why the action taken is reasonable and in the public interest.
- (2) A statement rejecting the zoning amendment and describing its inconsistency with an adopted comprehensive plan and explaining why the action taken is reasonable and in the public interest.
- (3) A statement approving the zoning amendment and containing at least all of the following:
 - a. A declaration that the approval is also deemed an amendment to the comprehensive plan.
 - b. An explanation of the change in conditions the governing board took into account in amending the plan to meet the development needs of the community.
 - c. Why the action taken is reasonable and in the public interest.

Staff recommends that the Board of Commissioners exercise Option 3.

Chairman Mitchem opened the public hearing concerning ZMA #666 – Dianne Self, applicant.

Dianne Self, applicant, said she purchased the property and is wanting it to be rezoned residential to become her permanent residence. She said her daughter will also live on the property.

Gretchen Robinson said she owns the property across the street. She asked if the Board is familiar with this intersection and said it is the general assumption that it should be business. She asked how the rezoning will affect the business property there.

Mr. Hawkins said this would not have any effect on the business property there.

Sandra Martin said she owns the property across the road on 3592 Old Hwy. 321. She asked if the rezoning will affect what she can sell this property as. She asked if the front part of the parcel can be left business and the back changed to residential.

Being no additional speakers, Chairman Mitchem closed the public hearing.

ZMA 667: Kenneth Shawn Carpenter, applicant: Randy Hawkins presented the following:

The applicant is requesting the rezoning of 37 acres from CU PD-R (Conditional Use Planned Development-Residential) to R-T (Transitional Residential). This property is part of a 63-acre site that was rezoned from R-T to CU PD-R in 2007 to permit the development of 36 lots for single-family homes as Phase 3 of the Willow Farms subdivision, but the phase was not developed and the permit expired. The subject property is made up of six parcels, all owned by members of the same family.

Site Area & Description

The property is located on the east side of Beth Haven Church Road south of Stoneview Court and Willow Farm Road. It is adjoined by properties zoned CU PD-R and R-T. Land uses in this area are primarily residential and agricultural. This property is part of an area designated by the Lincoln County Land Use Plan as Large Lot Residential, suitable for single-family homes.

Additional Information

Permitted uses

Under current CU PD-R: existing uses.

Under proposed R-T zoning: site-built house, modular home, duplex, manufactured home (singlewide or doublewide), church.

Adjoining zoning and uses

East: zoned R-T, residential uses, agriculture, woodland and undeveloped property.

South: zoned R-T and CU PD-R, residential uses and undeveloped property.

West (opposite side of Beth Haven Church Road): zoned R-SF, residential and agricultural.

North: zoned CU PD-R, residential uses (Willow Farms subdivision).

Staff's Recommendation

Staff recommends approval of the rezoning request.

Chairman Mitchem opened the public hearing concerning ZMA 665: Harold White III, applicant.

Kenneth Carpenter, applicant, said they are going to divide the property up for their children and grandchildren.

Being no additional speakers, Chairman Mitchem closed the public hearing.

Subdivision Performance Guarantee Application for Carolina Ridge/Trilogy Lake Norman Parcel D, Phase 4: UPON MOTION by Commissioner Sigmon, the Board voted unanimously to approve Subdivision Performance Guarantee Application for Carolina Ridge/Trilogy Lake Norman Parcel D, Phase 4.

Performance Guarantee Extension - Carolina Ridge (Trilogy @ Lake Norman) Parcel BC - Hemlock Bluff Court - UPON MOTION by Commissioner Sigmon, the Board voted unanimously to approve the Performance Guarantee Extension - Carolina Ridge (Trilogy @ Lake Norman) Parcel BC - Hemlock Bluff Court.

Service Provision Agreement for Animal Control Services in the City of Lincolnton - Hannah Beaver presented the Service Provision Agreement for Animal Control Services in the City of Lincolnton.

UPON MOTION by Commissioner McCall, the Board voted unanimously to approve the Service Provision Agreement for Animal Control Services in the City of Lincolnton as presented.

STATE OF NORTH CAROLINA
COUNTY OF LINCOLN

SERVICE PROVISION AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2019, and made effective on the _____ day of _____, 2019, by and between LINCOLN COUNTY, a body corporate and politic authorized by the laws of the State of North Carolina, having a mailing address of 353 N. Generals Blvd, Lincolnton, NC 28902, hereinafter referred to as "County;" and THE CITY OF LINCOLNTON, a North Carolina municipal corporation, having a mailing address of 114 W. Sycamore St., Lincolnton, North Carolina 28092, hereinafter referred to as "Lincolnton."

RECITALS:

A. County and Lincolnton have previously, by a mutual unwritten understanding, agreed to the provision, by County, of Animal Control services (hereafter, the "Services," as shall be further defined herein) for the benefit of Lincolnton.

B. The parties desire to enter into a formal written agreement providing Services to Lincolnton, as well as providing a mechanism for determining the consideration which Lincolnton shall pay for the provision by County of the Services each year during the term of the Agreement.

C. The parties mutually desire to enter into this Agreement to provide for Services for the benefit of Lincolnton; to provide for a graduated payment structure for the payment by Lincolnton to the County for said services; and to provide a prospective mechanism for the parties to determine the price and fee to be paid by Lincolnton to the County for the provision of the Services.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and terms contained herein, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Provision of Services. County shall provide to Lincolnton, for the Consideration stated hereunder to be paid by Lincolnton, the Services for the entire term of this Agreement.

2. Term of Agreement. This Agreement shall remain in effect until 11:59 p.m. on July 1, 2024, unless this Agreement is otherwise terminated as provided in Section 5 herein. Furthermore, this Agreement shall automatically be renewed for consecutive additional one-year terms unless a notice of termination is given in writing by either party at least 90 days prior to the end of the then-existing term. As used herein, the term of the Agreement shall be deemed to refer to the initial term and any renewals thereof.

3. Definition of Services Provided. As used herein, the term "Services" shall refer to all of the following:

- a. Accepting animal service calls in accordance to the adopted Lincoln County Animal Control Ordinance originating within the Lincolnton city limits.
- b. Accepting animals dropped off at the Lincoln County Animal Shelter which originated within the Lincolnton city limits in accordance to the adopted Lincoln County Animal Control Ordinance.
- c. Enforcement of the Lincoln County Animal Control Ordinance within the Lincolnton City Limits, except as specifically excluded herein.
- d. Excluded from the definition for "Services" is the enforcement of any Animal Control Ordinances adopted by the City that are more restrictive than the Lincoln County Animal Control Ordinance.

4. Consideration. The Consideration for the Services provided, which Lincolnton agrees to pay on or before July 1 of each year, shall be the following:

Fiscal Years 2019-2024:	\$6,300.00, due on or before July 15 of said year
Fiscal Years 2024-2029:	To be negotiated/determined due on or before July 15 of said year
Fiscal Years 2029-2035:	To be negotiated/determined, due on or before July 15 of said year

5. Default. In the event of a default, the non-defaulting party shall have the following remedy or remedies:

- a. **Default by County.** In the event of a failure of County to perform any of its obligations contained in this Agreement or for a material breach of the warranties made by County in this Agreement, after having provided the County notice of said failure or breach in writing with a 30-day right to cure said failure or breach, Lincolnton may terminate this Agreement and shall be entitled to a return of that portion of the Consideration it had paid for the current year, pro-rated effective as of the date of termination.
- b. **Default by Lincolnton.** In the event of a failure of Lincolnton to perform any of its obligations contained in this Agreement, or for a material breach of the warranties made by Lincolnton in this Agreement, after having provided Lincolnton notice of said failure or breach in writing with a 30-day right to cure said failure or breach, the County may terminate this Agreement and keep any of the Consideration heretofore paid.
- c. Upon a termination as provided herein, the obligations of each party to the other shall cease.

6. Warranties and Representations. As an inducement for each party to enter into this Agreement, the parties warrant and represent as follows:

a. County and Lincolnton each have among their powers the authority to contract with one another to perform such undertakings as are described in this Agreement.

b. Entry into this Agreement by either party will not violate any law, judgment, order, ruling or regulation applicable and does not constitute a breach of or default under any agreement or instrument by which either of the entities is bound.

c. County and Lincolnton each has or holds, and will continue to have or hold through the date of transfer and closing, all appropriate permits necessary to effectuate their respective responsibilities under this Agreement or will use their best efforts to obtain such permits.

7. Miscellaneous Provisions.

a. To the extent allowed by law, Lincolnton shall indemnify, defend and hold harmless County, its elected and appointed officers, and its duly authorized agents, servants and employees from any and all costs, expenses or liabilities (including costs, expenses or liabilities to third parties and attorney's fees) which are caused by or arise from Lincolnton's breach of this Agreement or the negligent or willful acts or omissions of Lincolnton or its agents, servants, employees or subcontractors provided such cost, expenses or liabilities do not arise as a result of the negligent or willful acts or omissions of County.

b. To the extent allowed by law, County shall indemnify, defend and hold harmless Lincolnton, its elected and appointed officers, and its duly authorized agents, servants and employees from any and all costs, expenses or liabilities (including costs, expenses or liabilities to third parties and attorney's fees) which are caused by or arise from County's breach of this Agreement or the negligent or willful acts or omissions of County or its agents, servants, employees or subcontractors provided such cost, expenses or liabilities do not arise as a result of the negligent or willful acts or omissions of Lincolnton.

c. All notices given pursuant to the terms of this Agreement shall be in writing and delivered in person or transmitted by certified mail, return receipt requested, postage prepaid, to the following entities:

Lincolnton: Lincolnton City Manager
 114 W. Sycamore St.
 Lincolnton, North Carolina 28092

County: Lincoln County Manager
 353 N. Generals Blvd.
 Lincolnton, North Carolina 28092

d. This Agreement embodies the entire Agreement between the parties in connection with this transaction, and there are no oral or parole agreements, representations or inducements existing between the parties relating to this transaction, which are not expressly

set forth herein and covered hereby. This Agreement may not be modified, released or waived except by a written agreement signed by all of the parties hereto.

e. Nothing contained herein shall be construed to place the parties in the relationship of partners or joint ventures, and neither party shall have the power to obligate or bind the other party in any manner whatsoever.

f. No written waiver by any party at any time of any breach of any other provision of this Agreement shall be deemed a waiver of a breach of any provision herein or a consent to any subsequent breach of the same or any other provisions. If any action by any party shall require the consent or approval of another party, such consent or approval of such action on any occasion shall not be deemed a consent to or approval of such action on any subsequent occasion or a consent to or approval of any other action on the same or any subsequent occasion.

g. The various rights, powers and remedies herein contained and reserved to either County or Lincolnton shall not be considered as exclusive of any other right, power or remedy, but the same shall be construed as cumulative and shall be in addition to every other right, power or remedy now or hereafter existing at law, in equity or by statute. No delay or omission of a party to exercise any right, power or remedy arising from any omission, neglect or default of the other party shall impair any such right, power or remedy or shall be construed as a waiver of any such default or and acquiescence therein.

h. In the event either of the parties receives notice of or undertakes the defense or the prosecution of any actions, claims, suits, administrative or arbitration proceedings or investigations in connection with this Agreement, the party receiving such notice or undertaking such prosecution shall give the other party timely notice of such proceedings and will inform the other party in advance of all hearings regarding such proceedings.

i. The captions, section numbers and article numbers appearing in this Agreement are inserted only as a matter of convenience and do not define, limit, construe or describe the scope of such paragraphs or articles of this Agreement nor in any way affect this Agreement.

j. This Agreement shall be governed by and interpreted in accordance with the laws of the State of North Carolina.

k. Time shall be of the essence of this Agreement and each and every term and condition thereof.

l. Words of any gender used in this Agreement shall be held to include any other gender, and words in the singular number shall be held to include the plural, when the sense requires.

m. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and it shall not be necessary in

making proof of this Agreement to produce or account for more than one such fully-executed counterpart.

n. Both County and Lincolnton acknowledge and stipulate that this Agreement is the product of mutual negotiation and bargaining and that it has been drafted by respective counsel for both County and Lincolnton. As such, the doctrine of construction against the drafter shall have no application to this Agreement.

o. If any provision under this Agreement or its application to any person or circumstance is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this Agreement or its application that can be given effect without the invalid provision or application.

p. In the event of a dispute arising from this Agreement, the parties agree to take the following actions as conditions precedent to any party hereto filing an action arising from the Agreement:

i. The Lincolnton City Manager and the Lincoln County Manager shall meet in an attempt to informally mediate the dispute; and

ii. If said Managers are unable to successfully mediate said dispute, the Lincolnton Mayor and Lincolnton City Manager shall attempt to mediate the dispute with the Lincoln County Manager and the Chairman of the Lincoln County Board of Commissioners.

If the parties, after taking the steps provided hereinabove, are unable to successfully mediate their dispute, then either party may file an action in the Lincoln County Superior Court for a determination of the parties' respective rights and liabilities therein.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year above first written.

Request from Sheriff for Replacement of Outdated SWAT Equipment: - Sheriff Bill Beam presented a request for the replacement of outdated SWAT equipment: Weapons, Ballistic vests, Ballistic helmets, uniforms, communications, and other equipment for operators. He requested the Board's permission to proceed with bidding out the replacement of outdated SWAT equipment as presented.

A MOTION by Commissioner Cesena to approve seeking bids up to \$262,000 and include the 2 additional rifles that are important.

A SUBSTITUTE MOTION by Commissioner McCall to approve seeking bids up to the \$251,717.11 expenditure, which is the specific amount requested. **VOTE: 1 – 4**

AYES: McCall NOES: Mitchem, Permenter, Cesena, Sigmon

Commissioner McCall said the clarification for her substitute motion was what they asked for, not that she did not feel they should not supply every need to the Sheriff's Department.

VOTE ON ORIGINAL MOTION: Unanimously approval.

Public Comments: Chairman Mitchem opened Public Comments. Being no speakers, Chairman Mitchem closed Public Comments

John Howell Memorial Drive Timber Sale Award: John Henry presented the following:

Purchasing received one bid for the timber located on John Howell Memorial Drive. He requested the Board's approval to award the sale to Fulbright Lumber in the amount of \$10,929.

UPON MOTION by Commissioner Sigmon, the Board approved awarding the John Howell Memorial Drive Timber Sale to Fulbright Lumber in the amount of \$10,929.00.

Award of Contract for the Shanklin Library Roof Project - John Henry presented the following:

Shanklin Library has had issues with the roof leaking for several years. Award of this contract will remove the barrel dormers, which are a major cause of the leaks, and the entire building will be receive a new roof.

He asked the Board to approve contract award to Johnson's Roofing Services for the Base Bid amount of \$108,380.00 and Alternate 1 of \$2,500.00 for a total of bid award of \$110,880.00.

UPON MOTION by Commissioner Permenter, the Board voted unanimously to approve contract award to Johnson's Roofing Services for the Base Bid amount of \$108,380.00 and Alternate 1 of \$2,500.00 for a total of bid award of \$110,880.00.

Request to Approve Exemption from the RFQ Process - John Henry presented the following:

Design services are required for the renovation to the Tax Department. He requested the Board's approval of an exemption from the RFQ process NCGS 143-64.31.

UPON MOTION by Commissioner Sigmon, the Board voted unanimously to approve the exemption from the RFQ Process NCGS 143-64.31 for design services for the renovations to the Tax Department.

Capital Project Ordinance Amendment #1: **UPON MOTION** by Commissioner McCall, the Board voted unanimously to approve CPOA #1.

Budget Ordinance Amendment #2 **UPON MOTION** by Commissioner Permenter, the Board voted unanimously to approve BOA#2.

Grant Project Ordinance #2: **UPON MOTION** by Commissioner Sigmon, the Board voted unanimously to approve GPO #2.

Grant Project Ordinance #3: **UPON MOTION** by Commissioner McCall, the Board voted unanimously to approve GPO#3

Other Business: **UPON MOTION** by Commissioner Sigmon, the Board voted unanimously to approve the Rules of Procedure as presented.

Mr. Atkins informed the Board of a meeting on December 16 at 4:00 PM to discuss the play beach on Unity Church Road.

Closed Session Pursuant to NCGS § 143-318.11. **UPON MOTION** by Commissioner Cesena, the Board voted unanimously to enter Closed session pursuant to NCGS § 143-318.11 (a)(6) To consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee.

The Board returned to Open Session and Chairman Mitchem announced that no action was taken in Closed Session.

UPON MOTION by Commissioner Sigmon, the Board voted unanimously to approve a salary increase for Amy Atkins, Clerk to the Board, to \$70,012.80 annually.

UPON MOTION by Commissioner Cesena, the Board voted unanimously to approve a salary increase for Kelly Atkins, County Manager, to \$190,008.00.

Other Business: **UPON MOTION** by Commissioner Cesena, the Board voted unanimously to appoint himself as the Commissioner representative on the LEDA Board to fill the term that Chairman Mitchem held and is unable to continue his service on.

Adjourn: **UPON MOTION** by Commissioner Cesena, the Board voted unanimously to adjourn.

Amy S. Atkins, Clerk
Board of Commissioners

Carrol Mitchem, Chairman
Board of Commissioners