

STATE OF NORTH CAROLINA

COUNTY OF VANCE

The Vance County Board of Commissioners met in regular session on Monday, March 14, 2011 at 6:00 p.m. in the Commissioners' Conference Room, Vance County Administration Building, 122 Young Street, Henderson, NC. Those Commissioners present were as follows: Chairman Eddie L. Wright, Commissioners Terry E. Garrison, Deborah F. Brown, R. Dan Brummitt, Thomas S. Hester, Jr., J. Timothy Pegram, and Gordon Wilder.

Absent: None.

Also present were County Manager Jerry L. Ayscue, Finance Director Steven C. Stanton, County Attorney Jonathan S. Care, and Clerk to the Board Kelly H. Grissom.

Commissioner Gordon Wilder gave the invocation.

Porcha Brooks, Tax Administrator, was first on the agenda and presented a progress report of the Tax Office for the past year. She explained that the newly implemented escheat program has generated \$53,370. This program will be utilized each year from now on. Changes in office procedures and cash management were implemented to ensure secure transactions to the bank. These changes will also assist with bank attachments. Ms. Brooks reported that an audit program was implemented which has generated 107 additional business listings. New software was installed in December 2010 and is going well.

Ms. Brooks also presented and explained the December and January monthly reports which were generated using the new software and answered questions from the Board.

The Board discussed new procedures for making bank deposits and suggested that the County look into using an armored courier service. Finance Director Steven C. Stanton stated that this service is expensive, but he would look into it.

The Board referred this matter to the Audit Committee for further review.

Commissioner Deborah F. Brown asked Ms. Brooks if any additional service is needed to make the Tax Office more efficient. Ms. Brooks responded that she would like the capability for accounts to be updated daily to the website, whereas now it is updated quarterly.

Jordan McMillen, Planning and Development, was next on the agenda and presented the December monthly report after questions were raised during last month's meeting regarding the amount of miscellaneous items. Mr. McMillen went over the report and clarified that 41 Miscellaneous items is correct. He explained that the title page is broken down into two sections

- Total Activities and Total Building Permits. There were 41 miscellaneous items under Total Activities and three miscellaneous items under Total Building Permits.

The Board thanked Mr. McMillen for the clarification.

Public comments were heard next. Mr. Michael Bobbitt and Mr. Lewis Edwards both spoke in opposition of the proposed water sales agreement and joint programs agreement between the City and the County.

Mr. James Mason stated that there is a monument on Young Street for civil war veterans and memorial plaques on Garnett Street for Vietnam, Korean, and WWII veterans. He stated that more monuments are needed for veterans of recent and current wars. He stated that the civil war monument reminds him of hatred and a division in race.

The consent agenda was addressed next. Motion was made by Commissioner Deborah F. Brown, seconded by Commissioner Thomas S. Hester, Jr., vote unanimous, that the following consent agenda items be approved as presented: Budget Amendments #26 - #30, Budget Transfers #9 and #10, December 2010, January 2011, and February 2011 Tax Releases and Refunds, February 2011 Ambulance Charge-Offs in the amount of \$-0-, February 2011 Monthly Reports received and filed, and the minutes of the February 7, 2011 regular meeting, the February 21, 2011 special meeting, and the March 3, 2011 special meeting.

Commissioner Brown requested a presentation of monthly reports from Social Services and Veterans Service during next month's meeting.

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**Budget Amendment #26  
General Fund**

**Fund 10 - General Fund**

<b>Revenues</b>	<b>Code</b>	<b>Increase</b>	<b>Increase</b>
4-H Pullet Chain	10-333-433309	2,047	
<b>Expenditures</b>			
Miscellaneous	10-602-500070		15
Awards	10-602-500132		300
4-H Auction Payments	10-602-500163		500
Premiums	10-602-500164		350
Chicken Purchase	10-602-500167		882
<b>Totals</b>		<b>\$ 2,047</b>	<b>\$ 2,047</b>

Purpose: To set up 4-H Pullet Chain department for 4-H extension services.

Authorization: Vance County Board of Commissioners  
March 14, 2010

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**Budget Amendment #27  
General Fund**

**Fund 10 - General Fund**

<b>Revenues</b>	<b>Code</b>	<b>Increase</b>	<b>Increase</b>
Donations Animal Shelter	10-332-433203	3,535	
<b>Expenditures</b>			
Departmental Supplies	10-599-500033		3,535
<b>Totals</b>		<b>\$ 3,535</b>	<b>\$ 3,535</b>

Purpose: To record use of donation funds to purchase dog traps.

Authorization: Vance County Board of Commissioners  
March 14, 2011

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**Budget Amendment #28  
General Fund**

**Fund 10 - General Fund**

<b>Revenues</b>	<b>Code</b>	<b>Increase</b>	<b>Increase</b>
Fire Cost Reimbursements	10-367-436715	14,035	
<b>Expenditures</b>			
Non-capitalized Assets	10-530-500085		14,035
<b>Totals</b>		<b>\$ 14,035</b>	<b>\$ 14,035</b>

Purpose: To record use of insurance reimbursement from JP Taylor fire to purchase gear.

Authorization: Vance County Board of Commissioners  
March 14, 2011

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**Budget Amendment #29  
General Fund**

**Fund 10 - General Fund**

<b>Revenues</b>	<b>Code</b>	<b>Increase</b>	<b>Increase</b>
Insurance Reimbursements	10-367-436702	50,625	

**Expenditures**

Maintenance Bldg and Grounds	10-500-500015	19,143
Maintenance Bldg and Grounds	10-505-500015	31,482
<b>Totals</b>		<b>\$ 50,625      \$ 50,625</b>

Purpose: To record use of insurance reimbursement from lightning damage to make repairs at courthouse and administration buildings.

Authorization: Vance County Board of Commissioners  
March 14, 2011

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**Budget Amendment #30  
General Fund**

**Fund 10 - General Fund**

<b>Revenues</b>	<b>Code</b>	<b>Increase</b>	<b>Increase</b>
Sheriff Interdiction Funds	10-359-435917	2,947	
<b>Expenditures</b>			
Office Supplies	10-517-500032		989
Sheriff Interdiction	10-517-500033		892
Non-capitalized Assets	10-517-500085		1,066
<b>Totals</b>		<b>\$ 2,947</b>	<b>\$ 2,947</b>

Purpose: To record use of interdiction funds to purchase department supplies.

Authorization: Vance County Board of Commissioners  
March 14, 2011

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**Budget Transfer #9  
General Fund**

**Fund 10 - General Fund**

<b>Expenditures</b>	<b>Code</b>	<b>Increase</b>	<b>Decrease</b>
Departmental Supplies	10-530-500033	10,000	
Maintenance Building	10-530-500015	8,000	
Uniforms	10-530-500036	8,000	
Office Supplies	10-530-500032	1,000	
Telephone and Postage	10-530-500011	4,000	
Training	10-530-500014	8,500	
Maintenance Equipment	10-530-500016	15,000	
Maintenance Vehicles	10-530-500017	30,000	
Auto Supplies	10-530-500031	10,000	
Equipment Rental	10-530-500021		94,500
Contracted Services	10-530-500045	5,000	

Dues and Subscriptions	10-530-500053	3,000	
Non-capitalized Assets	10-530-500085	26,000	
Ambulance Supplies	10-530-500334	30,000	
Capital Outlay	10-530-500074		64,000
<b>Totals</b>		<b>\$ 158,500</b>	<b>\$ 158,500</b>

Purpose: To reclassify expenditures balances to cover over-expended line items in fire and ambulance budget.

Authorization: Vance County Board of Commissioners  
March 14, 2011

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**Budget Transfer #10  
General Fund**

**Fund 10 - General Fund**

<b>Expenditures</b>	<b>Code</b>	<b>Increase</b>	<b>Decrease</b>
Departmental Supplies	10-490-500033	1,450	
Non-capitalized Assets	10-490-500085	3,000	
Technology Upgrade	10-555-500140		4,450
<b>Totals</b>		<b>\$ 4,450</b>	<b>\$ 4,450</b>

Purpose: To reclassify technology upgrade funds to cover supplies and computer equipment for new Information Technology department.

Authorization: Vance County Board of Commissioners  
March 14, 2011

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**Tax Releases and Refunds  
December 2010**

<b>Name</b>	<b>Year</b>	<b>Real</b>	<b>Personal</b>	<b>Motor Vehicle</b>	<b>MV Fee</b>	<b>Solid Waste</b>	<b>Reason</b>	<b>Abate Code</b>
Marilyn T. Allen	2009	0	59.37	0	0	102.50	repo'd 10-9-08	coro
Marilyn T. Allen	2010	0	59.37	0	0	102.50	repo'd 10-9-08	coro
Marilyn T. Allen	2009	0	0	17.95	0	0	pro-rate	pror
Folami S. Alston	2009	0	0	9.31	0	0	pro-rate	pror
Jordan K. Anderson	2010	0	0	5.06	0	0	FS20;veh sold	pror
Elizabeth L. Barnes	2010	0	0	42.43	0	0	pro-rate	pror
Kenyetta L. Bates	2010	0	0	79.43	0	0	add exemption	exemp
Brown Marcellusest...	2010	0	0	0	0	0	add solid waste	adswf
John T. Bunch	2010	0	0	8.37	0	0	FS20	pror
Carolina Behavioral Care	2010	0	0.34	0	0	0	correct value	corv
Winston Christopher	2010	0	0	11.29	0	0	pro-rate	pror
Barbara H. Currin	2010	0	0	20.63	10	0	correct situs	cors
James T. Davis	2010	0	0	92.38	10	0	not in the city	cors
James T. Davis	2010	0	0	92.38	10	0	not in the city	cors
James T. Davis	2010	0	0	22.06	0	0	value correction	corv
Lida H. Davis	2010	176.92	0	0	0	0	modify exemption	exemp
Daryl J. Daye	2009	0	0	4.60	0	0	tag turned in	pror
John & Geraldine Diamond	2010	0	0	0	0	102.50	remove sw fee	rmswf
Steve B. Dickerson	2010	0	0	0	0	102.50	chg in error	rmswf
ETC of Henderson	2010	0	0	79.17	0	0	see FS20	pror
Clint D. Faulkner	2010	0	29.78	0	0	0	modify exemption	exemp
Cynthia D. Faulkner	2010	0	0	55.87	0	0	pro-rate	pror

Name	Year	Real	Personal	Motor Vehicle	MV Fee	Solid Waste	Reason	Abate Code
Eddie A. Fields	2009	0	0	5.22	0	0	FS20	pror
Eddie W. Forsythe	2009	0	0	10.78	0	0	FS20	pror
Carol K. Franklin	2010	146.90	0	0	0	0	rp err billed tw	rperr
Charles I. Gardner	2009	0	0	5.98	0	0	pro-rate	pror
Ruth H. Glenn	2010	272.24	0	0	0	0	modify exemption	exemp
Beatrice B. Green	2010	261.11	0	0	0	0	modify exemption	exemp
Gordon L. Griffin	2010	0	0	12.20	0	0	pro-rate	pror
Emma G. Hargrove	2009	0	0	3.51	0	0	FS20	pror
Emma G. Hargrove	2010	0	0	6.66	0	0	FS20	pror
Henderson Collegiate	2010	0	0	68.35	10	0	add exempt	exemp
Henderson Collegiate	2010	0	0	82.02	10	0	add exempt	exemp
Hammett A. Hight	2005	0	0	20.13	0	0	discharged bankr	discb
Hight Warehouses, Inc.	2010	0	0	23.51	0	0	pro-rate	pror
Randolph & Ella Hilliard	2010	0	0	0	0	102.50	remove 1 swf	rmswf
Honda Lease Trust	2010	0	0	57.44	0	0	pro-rate	pror
Honda Lease Trust	2009	0	0	15.39	0	0	pro-rate	pror
Jamaer T. Isreal	2010	0	0	4.49	0	0	pro-rate	pror
Sharon D. Johnson	2010	0	0	10.85	0	0	pro-rate	pror
William R. Jones, Jr.	2008	0	0	205.00	10	0	discharged bankr	discb
Hal G. Kearney, Jr.	2010	0	0	3.13	0	0	pro-rate	pror
Lucille R. King	2010	0	0	308.90	0	0	pro-rate	pror
Christopher M. Knight	2009	0	0	11.99	0	0	correct value	corv
Khalid Latif	2010	0	0	54.08	0	0	pro-rate	pror
Jeffrey P. Lewis	2010	0	0	46.05	0	0	transfer out	xfero
Jonathan C. Macklin	2010	0	0	88.04	0	0	FS20 turned in	pror
Carson D. Miller	2010	0	0	49.77	0	0	correct value	corv
Carson D. Miller	2010	0	0	49.77	0	0	correct value	corv
Joseph Nalevaiko III	2010	0	0	7.08	0	0	FS20	pror
Phyllis B. Neal	2010	0	0	18.45	0	0	tag turned; lapse	pror
Michael J. Nicholas	2009	0	0	32.54	0	0	pro-rate	pror
Michael J. Nicholas	2009	0	0	20.79	0	0	pro-rate	pror
Samuel T. Peace III	2010	0	0	198.58	0	0	FS20	pror
Kelly N. Pernell	2009	0	0	9.26	0	0	pro-rate	pror
Donald & Martha Perry	2000	67.20	0	0	0	0	now owned by vc	fclos
Donald & Martha Perry	2001	67.20	0	0	0	0	now owned by vc	fclos
Donald & Martha Perry	2002	72.40	0	0	0	0	now owned by vc	fclos
Donald & Martha Perry	2003	74.40	0	0	0	0	now owned by vc	fclos
Donald & Martha Perry	2004	74.40	0	0	0	0	now owned by vc	fclos
Donald & Martha Perry	2005	76.00	0	0	0	0	now owned by vc	fclos
Donald & Martha Perry	2006	76.00	0	0	0	0	now owned by vc	fclos
Donald & Martha Perry	2007	76.00	0	0	0	0	now owned by vc	fclos
Donald & Martha Perry	2008	86.52	0	0	0	0	now owned by vc	fclos
Donald & Martha Perry	2009	84.84	0	0	0	0	now owned by vc	fclos
Donald & Martha Perry	2010	84.84	0	0	0	0	now owned by vc	fclos
Sheila H. Perry	2010	0	0	9.20	0	0	pro-rate	pror
Thomas W. Phillips	2009	0	0	6.50	0	0	see FS20	pror
Mark A. Pirl	2010	0	0	5.37	0	0	correct value	corv
Mark A. Pirl	2010	0	0	5.37	0	0	correct value	corv
Shirley A. Rainey	2000	67.20	0	0	0	0	now owned by vc	fclos
Shirley A. Rainey	2001	67.20	0	0	0	0	now owned by vc	fclos
Shirley A. Rainey	2002	72.40	0	0	0	0	now owned by vc	fclos
Shirley A. Rainey	2003	74.40	0	0	0	0	now owned by vc	fclos
Shirley A. Rainey	2004	74.40	0	0	0	0	now owned by vc	fclos
Shirley A. Rainey	2005	76.00	0	0	0	0	now owned by vc	fclos
Shirley A. Rainey	2006	76.00	0	0	0	0	now owned by vc	fclos
Shirley A. Rainey	2007	76.00	0	0	0	0	now owned by vc	fclos
Shirley A. Rainey	2008	86.52	0	0	0	0	now owned by vc	fclos
Shirley A. Rainey	2009	84.84	0	0	0	0	now owned by vc	fclos
Shirley A. Rainey	2010	84.84	0	0	0	0	now owned by vc	fclos
Ronald L. Ranes	2010	0	0	3.26	0	0	see FS20 vehicle	pror
Peggy W. Renn	2010	0	0	17.18	0	0	FS20 plate turn	pror
Barbara B. Riley	2010	0	0	22.95	0	0	transfer out	xfero
Frederick E. Robert	2010	1146.67	0	0	0	0	modify exemption	exemp
Elarius Robinson	2009	0	0	21.70	0	0	pro-rate	pror
Janice R. Romes & others	2010	182.37	0	0	0	102.50	no house on parc	corv
Felix Saez	2010	0	0	2.66	0	0	FS20	pror
Barbara J. Sanford	2010	0	0	56.68	0	0	FS20	pror
Charles & Rita Smith	2010	0	0	0	0	307.50	remove solid wast	rmswf
Raymond O. Strum	2009	0	0	19.48	0	0	pro-rate	pror
Hilda Trejo	2010	0	0	5.69	0	0	see FS20	pror
Triumph LLC	2010	0	216.67	0	0	0	lh valued twice	corv
Frank Vass, Jr.	2009	0	0	68.68	0	0	pro-rate	pror
Harvey & Carver Wilson	2010	33.93	0	0	0	0	correct acreage	corv
John M. Winstead	2010	0	0	209.99	0	0	correct value	corv

Name	Year	Real	Personal	Motor Vehicle	MV Fee	Solid Waste	Reason	Abate Code
John M. Winstead	2010	0	0	209.99	0	0	correct value	corv
Adrian B. Woody	2009	0	0	17.96	0	0	pro-rate	pror
Christopher F. Wrenn	2010	0	0	160.95	0	0	military exemp	exemp
Carolyn A. Yarborough	2008	0	0	0	0	102.50	remove solid wast	rmswf
Carolyn A. Yarborough	2009	0	0	0	0	102.50	remove solid wast	rmswf
Carolyn A. Yarborough	2010	0	0	0	0	102.50	remove solid wast	rmswf
Heather S. Young	2010	0	0	33.70	0	0	pro-rate	pror
<b>Totals</b>		<b>3899.74</b>	<b>365.53</b>	<b>2848.20</b>	<b>60</b>	<b>1230.00</b>		

**Total Releases and Refunds - \$ 8,403.47**

**Tax Releases and Refunds  
January 2011**

Name	Year	Real	Personal	Motor Vehicle	MV Fee	Solid Waste	Reason	Abate Code
Kenneth W. Abbott	2010	0	0	101.67	0	0	pro-rate	pror
Wade T. Abbott	2010	0	0	3.35	10	0	correct situs	cors
Thomas Alicardi	2010	0	0	11.40	10	0	correct situs	cors
Thomas Alicardi	2010	0	0	52.88	10	0	correct situs	cors
Alliance Rehab Care	2010	0	0	23.24	10	0	non-profit exemp	npexp
Samuel & Charlene Alston	2008	546.64	0	0	0	102.50	correct value	corv
Samuel & Charlene Alston	2009	536.03	0	0	0	102.50	mh foreclosed	coro
Samuel & Charlene Alston	2010	536.03	0	0	0	102.50	mh foreclosed	coro
Arielle Investments LLC	2010	4352.80	0	0	0	0	correct value	corv
Arielle Investments LLC	2010	306.76	0	0	0	0	correct value	corv
Arielle Investments LLC	2010	4059.99	0	0	0	0	correct value	corv
Albert G. Atkins	2010	0	0	142.51	0	0	correct value	corv
Robert K. Ausborn	2010	0	0	23.72	0	0	salvage title	corv
Erica L. Banks	2010	0	0	34.04	0	0	pro-rate	pror
Erica L. Banks	2010	0	0	30.77	10	0	reg veh billed	rverr
Erica L. Banks	2010	0	0	6.78	0	0	pro-rate	pror
Patrick S. Brantley	2010	0	0	47.67	0	0	see FS20	pror
Ray A. Bullock	2010	0	0	16.65	10	0	correct situs	cors
Ray A. Bullock	2009	0	0	7.59	0	0	see FS20	pror
Ray A. Bullock	2010	0	0	23.45	0	0	see FS20	pror
Natalie Carter	2010	0	0	109.17	10	0	correct situs	cors
Natalie Carter	2010	0	0	35.95	10	0	correct situs	cors
Ophelia C. Carter	2010	0	0	2.80	10	0	correct situs	cors
Ophelia C. Carter	2010	0	0	7.38	10	0	correct situs	cors
Milton S. Clark	2010	0	0	19.71	0	0	pro-rate	pror
Milton S. Clark	2010	0	0	1.64	0	0	below minimum	blmin
Sharon W. Clark	2010	0	0	103.75	0	0	correct ownership	coro
Clayton Farms	2010	0	0	3.02	10	0	correct situs	cors
Clayton Farms	2010	0	0	3.02	0	0	correct situs	cors
Michael A. Coghill	2010	0	0	5.24	0	0	see FS20	pror
Milton F. Currin	2010	0	0	18.17	0	0	pro-rate	pror
Alma Daeke	2010	0	48.05	0	0	102.50	double listed	xfero
Zanttia E. Davidson	2009	0	0	4.96	0	0	see FS20	pror
Frances H. Davis	2009	0	0	8.74	0	0	pro-rate	pror
Ollie Davis, Jr.	2010	0	0	150.81	0	0	pro-rate	pror
Rhonda V. Davis	2010	0	0	140.14	0	0	pro-rate	pror
DCFS Trust	2010	0	0	386.08	0	0	pro-rate	pror
Evelyn P. Dickerson	2009	0	0	9.06	0	0	see FS20	pror
Dennis R. Dozier	2010	0	0	50.17	0	0	pro-rate	pror
Freddie J. Drakeford	2010	0	0	119.57	10	0	correct situs	cors
Susan W. Driver	2009	0	0	3.94	0	0	see FS20	pror
Ronald A. Earp	2010	0	0	11.74	0	0	pro-rate	pror
Ronald A. Earp	2010	0	0	36.11	0	0	pro-rate	pror
Carolyn P. Eaton	2010	0	0	9.65	0	0	see FS20	pror
Leona Edwards heirs	2010	0	0	0	0	102.50	remove solid wast	rmswf
Mrs. George Elmore, Sr.	2010	0	0	0	0	102.50	remove solid wast	reswf
Barbara S. Faulkner	2010	0	0	27.50	10	0	correct situs	cors
Barry U. Faulkner	2010	0	0	77.89	0	0	correct value	corv
Lorenzo Felipe	2010	0	48.05	0	0	102.50	double listed	xfero
Jack E. Ferguson, Jr.	2010	0	0	26.84	0	0	pro-rate	pror
Mattie & Alston Fields	2010	226.65	0	0	0	102.50	government	govnt
Romeo Fields	2010	0	0	7.81	0	0	pro-rate	pror
First Baptist Church	2010	0	0	17.22	10	0	religious	reli

Name	Year	Real	Personal	Motor Vehicle	MV Fee	Solid Waste	Reason	Abate Code
Christopher J. Foster	2010	0	0	2.80	10	0	correct situs	cors
Mary J. Fuller	2009	0	0	22.41	10	0	correct ownership	coro
Gate City Food, Inc.	2010	0	0	94.07	0	0	see FS20	pror
Christopher P. Gillert	2010	0	0	28.71	0	0	pro-rate	pror
Golf Carts Unlimited LLC	2010	0	0	91.42	0	0	correct value	corv
Golf Carts Unlimited LLC	2010	0	0	100.32	0	0	correct value	corv
Ruth R. Hale	2010	0	0	25.38	10	0	correct situs	cors
Darrit D. Hargrove	2009	0	0	15.07	0	0	pro-rate	pror
Darrit D. Hargrove	2010	0	0	15.17	0	0	pro-rate	pror
Harvey R. Harris, Jr.	2010	0	0	2.80	10	0	correct situs	cors
Darlene F. Harrison	2010	0	0	8.33	0	0	pro-rate	pror
Darlene F. Harrison	2010	0	0	13.34	0	0	pro-rate	pror
Marie E. Hayes	2010	0	0	13.08	10	0	correct situs	cors
Derrick L. Haywood	2010	0	0	25.06	0	0	pro-rate	pror
Willie Henderson	2010	0	0	30.52	10	0	correct situs	cors
Linda K. Hicks	2010	0	0	28.93	0	0	pro-rate	pror
Angela Howard	2009	0	0	118.93	10	0	transfer out	xfero
Mickey M. Hughes	2010	0	0	39.00	0	0	see FS20	pror
Joyce D. Humphries	2009	0	0	29.80	0	0	pro-rate	pror
Gail G. Hutchinson	2010	0	0	51.02	0	0	pro-rate	pror
Louis R. Hutchinson, Jr.	2010	0	0	2.28	0	0	pro-rate	pror
John C. Jaeger	2010	0	0	39.01	0	0	pro-rate	pror
Leslie P. James	2010	0	0	32.06	0	0	pro-rate	pror
James H. Johnson III	2009	0	0	64.83	0	0	see FS20	pror
Annie D. Jones	2010	0	0	13.90	0	0	pro-rate	pror
Lucy & Marnita Jones	2010	271.90	0	0	0	0	modify exemp	exemp
Gary L. Kaplowitz	2010	0	0	71.97	0	0	see FS20	pror
Corine Kearney	2010	264.17	0	0	0	0	modify exemp	exemp
Alice W. Kelly	2009	0	0	8.07	0	0	FS20	pror
Kenneth D. Knight	2010	0	0	21.54	0	0	pro-rate	pror
Sara C. Lamond heirs	2010	0	0	0	0	102.50	remove solid wast	rmswfw
Jalenn S. Layton	2010	0	0	103.75	0	0	transfer out	xfero
Kim Lett	2010	0	48.05	0	0	102.50	pers prop billed	pperr
Cynthia W. Lloyd	2010	0	0	31.67	0	0	pro-rate	pror
Jerry D. Lloyd	2010	0	0	1.68	0	0	not in city	cors
Jerry D. Lloyd	2010	0	0	1.68	0	0	not in city	cors
M.R. Williams, Inc.	2010	0	0	113.12	0	0	pro-rate	pror
Lisa S. Mann	2010	0	0	7.55	0	0	pro-rate	pror
Diane D. Marks	2010	0	0	32.80	0	0	correct value	corv
Robert T. McGhee	2010	0	0	0	0	102.50	remove solid wast	rmswfw
James H. McKnight	2010	0	0	113.32	0	0	pro-rate	pror
Mark D. Morgan	2010	0	0	7.32	0	0	see FS20	pror
Angela T. Murphy	2010	0	0	56.68	0	0	pro-rate	pror
Lawrence M. Murphy	2010	0	0	24.42	0	0	pro-rate	pror
Nancy T. O'Geary	2010	0	0	48.96	0	0	FS20	pror
Judy A. Orr	2010	0	0	22.97	0	0	pro-rate	pror
Brenda S. Parks	2010	0	0	19.56	0	0	pro-rate	pror
Judy H. Pendergrass	2010	0	0	17.69	0	0	pro-rate	pror
Mildred V. Penny	2010	0	0	17.09	0	0	pro-rate	pror
Vernell Pettaway	2010	58.25	0	0	0	0	modify exemp	exemp
Melvin R. Porter	2010	0	0	79.94	0	0	see FS20	pror
Redevelopment Comm of	2010	61.52	0	0	0	0	government	govnt
Redevelopment Comm of	2010	281.06	0	0	0	102.50	government	govnt
Margaret Y. Satterwhite	2010	0	0	181.54	0	0	pro-rate	pror
Sandra B. Shearin	2010	0	0	11.56	0	0	pro-rate	pror
Charlie A. Smith	2009	0	0	0.69	0	0	pro-rate	pror
Charlie A. Smith	2009	0	0	3.96	0	0	pro-rate	pror
Stephen C. Stroud	2010	0	0	121.77	0	0	pro-rate	pror
Marjorie B. Sullivan	2010	0	0	9.65	0	0	pro-rate	pror
Albert Tabourn	2009	0	0	4.68	0	0	pro-rate	pror
Curtis & Sylvia Thompson	2010	839.44	0	0	0	102.50	correct ownership	coro
Samuel & Bessie Thompson	2010	1244.81	0	0	0	102.50	correct ownership	coro
Thornton Shelley	2010	0	48.05	0	0	102.50	already listed t	xfero
Steven R. Tippet	2010	0	0	8.26	0	0	pro-rate	pror
David & Josephine Vereen	2010	0	33.23	0	0	0	not in city	cors
Marilyn B. Vick	2010	0	0	20.67	0	0	correct value	corv
Clarence M. West	2010	0	0	12.66	0	0	pro-rate	pror
Joyceann B. Williams	2009	0	0	27.15	0	0	pro-rate	pror
Woodruff Trucking, Inc.	2010	0	0	58.07	0	0	correct situs	cors
Woodruff Trucking, Inc.	2010	0	0	85.02	0	0	correct situs	cors
Woodruff Trucking, Inc.	2010	0	0	58.07	0	0	pro-rate	pror
Christopher F. Wrenn	2010	0	0	57.93	0	0	military exemp	milex



Totals 13586.05 225.43 4295.50 210.00 1537.50

Total Releases and Refunds - \$ 19,854.48

**Tax Releases and Refunds  
February 2011**

Name	Year	Real	Personal	Motor Vehicle	MV Fee	Solid Waste	Reason	Abate Code
Wilfred L. Alexander	2010	0	0	150.94	0	0	pro-rate	pror
Wilfred L. Alexander	2010	0	0	113.20	0	0	pro-rate	pror
Wilfred L. Alexander	2010	0	0	113.20	0	0	reg veh billed i	rverr
Joseph A. Ashworth	2010	0	0	1.91	0	0	pro-rate	pror
Joseph A. Ashworth	2010	0	0	15.62	0	0	pro-rate	pror
Charlene C. Ayscue	2010	0	0	3.57	0	0	pro-rate	pror
Delores D. Ayscue	2010	0	0	5.26	0	0	pro-rate	pror
Michael K. Ayscue	2010	0	0	2.59	0	0	pro-rate	pror
Fatay E. Baskett	2010	0	0	24.84	0	0	pro-rate	pror
Sadie M. Bennett	2010	245.39	0	0	0	0	modify exemption	exemp
Terin H. Blanchard	2010	0	0	49.60	0	0	pro-rate	pror
Larry J. Bobbitt	2009	0	0	8.02	0	0	pro-rate	pror
Larry J. Bobbitt	2010	0	0	4.01	0	0	pro-rate	pror
Julia W. Brown	2010	0	0	21.98	0	0	pro-rate	pror
Mrs. Willie Brown	2005	130.16	0	0	0	0	taxes lost to forcl	fclos
Mrs. Willie Brown	2006	175.94	0	0	0	90.00	taxes lost to forcl	fclos
Mrs. Willie Brown	2007	175.94	0	0	0	95.00	taxes lost to forcl	fclos
Mrs. Willie Brown	2007	220.00	0	0	0	0	taxes lost to forcl	fclos
Mrs. Willie Brown	2008	87.37	0	0	0	0	taxes lost to forcl	fclos
Mrs. Willie Brown	2009	87.63	0	0	0	0	taxes lost to forcl	fclos
Mrs. Willie Brown	2010	87.63	0	0	0	0	taxes lost to forcl	fclos
Arnold Bullock	2010	0	0	3.54	0	0	pro-rate	pror
Iris L. Bullock	2009	0	0	15.03	0	0	pro-rate	pror
Charles R. Burnette	2010	0	0	3.26	0	0	pro-rate	pror
Jeffrey D. Buzzard	2009	0	0	1.36	0	0	pro-rate	pror
Mary K. Buzzard	2009	0	0	0.33	0	0	pro-rate	pror
Matthew L. Campbell	2010	0	0	35.68	0	0	pro-rate	pror
Teresa A. Carter	2009	0	0	24.51	0	0	pro-rate	pror
James E. Cole	2010	0	0	21.13	0	0	correct value	corv
Charles J. Collier	2010	0	0	19.18	0	0	pro-rate	pror
Margaret L. Colliflower	2010	0	0	62.83	0	0	pro-rate	pror
R.C. & Susan Creech, Jr.	2010	0	0	0	0	102.50	remove solid wast	rmswrf
James Crews	2010	0	0	21.63	10	0	correct situs	cors
Lessie Crews heirs	2001	93.94	0	0	0	0	taxes lost to forcl	fclos
Lessie Crews heirs	2001	5590.00	0	0	0	0	taxes lost to forcl	fclos
Lessie Crews heirs	2002	99.98	0	0	0	0	taxes lost to forcl	fclos
Lessie Crews heirs	2003	37.75	0	0	0	0	taxes lost to forcl	fclos
Lessie Crews heirs	2003	128.75	0	0	0	0	taxes lost to forcl	fclos
Lessie Crews heirs	2004	38.50	0	0	0	0	taxes lost to forcl	fclos
Lessie Crews heirs	2005	39.75	0	0	0	0	taxes lost to forcl	fclos
Lessie Crews heirs	2006	39.75	0	0	0	0	taxes lost to forcl	fclos
Lessie Crews heirs	2007	39.75	0	0	0	0	taxes lost to forcl	fclos
Lessie Crews heirs	2008	40.89	0	0	0	0	taxes lost to forcl	fclos
Lessie Crews heirs	2009	41.01	0	0	0	0	taxes lost to forcl	fclos
Lessie Crews heirs	2010	41.01	0	0	0	0	taxes lost to forcl	fclos
Darlene B. Crousore	2009	0	0	36.42	0	0	pro-rate	pror
Gladys J. Cruz	2010	0	0	28.09	0	0	pro-rate	pror
Milton F. Currin	2010	0	0	6.15	0	0	pro-rate	pror
Howard E. Cutts	2010	0	0	20.69	0	0	reg veh billed i	rverr
Joan C. Davis	2010	0	0	53.24	0	0	reg veh billed i	rverr
DCFS Trust	2009	0	0	76.09	0	0	pro-rate	pror
Louis A. Delagrange IV	2009	0	0	13.24	0	0	pro-rate	pror
Jerry S. Delbridge	2010	0	0	6.19	0	0	pro-rate	pror
Ricardo R. Dominguez	2010	0	0	30.64	10	0	correct situs	cors
Eckerd Youth Alternatives	2010	0	0	105.36	0	0	non-profit exempt	npexp
Ella M. Egerton	2010	0	0	11.63	10	0	correct situs	cors
Ella M. Egerton	2010	0	0	11.63	0	0	correct situs	cors
Walter L. Evans	2010	0	0	0.91	0	0	pro-rate	pror
Kenneth C. Fields	2010	0	0	3.96	0	0	pro-rate	pror
Beulah T. Fisher	2010	0	0	51.72	0	0	pro-rate	pror
Carl B. Fisher	2010	0	0	15.44	0	0	pro-rate	pror
John & Barbara Foster	2011	118.46	0	0	0	0	correct ownership	coro
FVW Opportunity	2010	0	0	57.96	10	0	government	govnt

Name	Year	Real	Personal	Motor Vehicle	MV Fee	Solid Waste	Reason	Abate Code
Ashley J. Garbett	2010	0	0	7.72	0	0	pro-rate	pror
Kevin R. Glover	2009	0	0	20.11	0	0	pro-rate	pror
Mary H. Granger	2010	0	0	19.72	0	0	correct value	corv
Amber E. Grissom	2010	0	0	50.34	0	0	out of country	pror
Kimberly N. Hargrove	2009	0	0	13.26	0	0	pro-rate	pror
Maurice E. Harrison, Sr.	2010	0	0	300.09	0	0	correct value	corv
Anthony L. Hart	2010	0	0	6.43	0	0	pro-rate	pror
Marie E. Hayes	2010	0	0	30.91	10	0	correct situs	cors
Rhonda A. Hicks	2009	0	0	6.38	0	0	pro-rate	pror
Jonathan R. Holland	2010	0	0	71.63	10	0	correct situs	cors
James D. Hunt, Jr.	2010	0	0	89.20	0	0	correct value	corv
Margaret A. Johnson	2010	0	0	76.02	0	0	correct situs	cors
Harvey M. Jones	2010	0	0	110.59	10	0	reg veh billed i	rvrr
Robert J. Junk	2010	0	0	59.98	10	0	correct situs	cors
Little Angels Daycare	2009	0	5.78	0	0	0	real prop - bill	rperr
Little Angels Daycare	2010	0	5.78	0	0	0	real prop - bill	rperr
Lisa M. Little	2010	0	0	109.08	0	0	correct value	corv
Joshua C. Macon	2009	0	0	6.84	10	0	transfer out	xfero
Leslie M. Melton	2009	0	0	2.89	0	0	pro-rate	pror
Nathaniel Mitchell	2010	0	0	4.22	0	0	pro-rate	pror
Mariano G. Modesto	2009	0	0	36.22	0	0	pro-rate	pror
Anita Moore	2010	0	0	165.46	0	0	correct situs	cors
Robert R. Morefield	2010	0	0	4.51	0	0	correct value	corv
Rebecca J. Nyquist	2010	0	0	103.43	0	0	pro-rate	pror
Mario Olivera-Perez	2010	0	0	232.20	0	0	pro-rate	pror
Thomas L. Parham	2010	0	0	2.24	0	0	pro-rate	pror
Kenneth B. Parker	2010	0	0	7.42	0	0	pro-rate	pror
Adam H. Pegram	2010	0	0	3.24	0	0	pro-rate	pror
Lucas I. Perry	2010	0	0	2.94	0	0	pro-rate	pror
Lucas I. Perry	2010	0	0	45.24	0	0	pro-rate	pror
Ronald T. Perry	2009	0	0	7.27	0	0	pro-rate	pror
Tuan Van Anh Phan	2010	0	0	1.55	0	0	pro-rate	pror
Gustavo E. Pirez	2010	0	0	10.61	0	0	pro-rate	pror
Jose C. Prado	2009	0	0	32.05	0	0	pro-rate	pror
John K. Price	2010	0	0	153.67	0	0	correct value	corv
Judy H. Primiano	2010	0	0	42.43	0	0	pro-rate	pror
Raleigh Road Baptist Church	2010	0	0	46.47	0	0	religious	reli
Kirby Ransom MD	2010	0	2314.49	0	0	0	correct value	corv
Kirby Ransom MD	2010	0	2886.21	0	0	0	correct value	corv
Kirby Ransom MD	2010	0	3333.84	0	0	0	correct value	corv
Kirby Ransom MD	2010	0	2542.21	0	0	0	correct value	corv
Kirby Ransom MD	2010	0	3172.77	0	0	0	correct value	corv
Kirby Ransom MD	2010	0	3639.33	0	0	0	correct value	corv
Kirby Ransom MD	2010	0	863.54	0	0	0	correct value	corv
Kirby Ransom MD	2010	0	829.04	0	0	0	correct value	corv
Kirby Ransom MD	2010	0	860.45	0	0	0	correct value	corv
Kirby Ransom MD	2010	0	1595.47	0	0	0	correct value	corv
Kirby Ransom MD	2010	0	1906.89	0	0	0	correct value	corv
Kirby Ransom MD	2010	0	2144.68	0	0	0	correct value	corv
Kirby Ransom MD	2010	0	863.54	0	0	0	correct value	corv
Kirby Ransom MD	2010	0	860.45	0	0	0	correct value	corv
Kirby Ransom MD	2010	0	860.45	0	0	0	correct value	corv
Dorothy W. Reavis	2009	0	0	1.58	0	0	pro-rate	pror
Robert D. Reese	2010	0	0	7.27	0	0	pro-rate	pror
Rehoboth United Methodist	2010	0	0	62.95	0	0	religious	reli
Rehoboth United Methodist	2010	0	0	62.95	0	0	religious	reli
Charles M. Roberson	2010	0	0	161.39	0	0	pro-rate	pror
Carol Rwenburgh	2010	0	48.05	0	0	102.50	pers prop billed	pperr
Shiloh Missionary Baptist	2010	0	0	34.50	0	0	religious	reli
Eugene F. Silvious	2010	0	0	69.81	0	0	pro-rate	pror
Peter Small	2010	0	0	84.46	10	0	correct situs	cors
Samuel Smith, Sr.	2009	0	0	16.60	10	0	correct situs	cors
Samuel Smith, Sr.	2009	0	0	0	10	0	correct situs	cors
Samuel Smith, Sr.	2010	0	0	9.12	10	0	correct situs	cors
Samuel Smith, Sr.	2009	0	0	12.24	10	0	correct situs	cors
Samuel Smith, Sr.	2009	0	0	12.24	0	0	correct situs	cors
Samuel Smith, Sr.	2009	0	0	28.62	10	0	correct situs	cors
Samuel Smith, Sr.	2009	0	0	28.62	0	0	correct situs	cors
Claudio C. Stagnaro	2010	0	0	50.15	0	0	pro-rate	pror
Joann Stainback	2010	0	0	20.54	0	0	pro-rate	pror
Charanda R. Terry	2009	0	0	13.77	0	0	pro-rate	pror
Floyd Terry	2010	0	0	7.27	0	0	pro-rate	pror
Matthew S. Thomas	2010	0	0	9.09	0	0	pro-rate	pror
Sandy R. Tunstall	2010	0	0	25.69	0	0	pro-rate	pror

Name	Year	Real	Personal	Motor Vehicle	MV Fee	Solid Waste	Reason	Abate Code
William E. Vick	2009	0	0	9.75	0	0	pro-rate	pror
Jennifer D. Waddell	2010	0	0	4.53	0	0	pro-rate	pror
Wade's Millwork	2011	0	5.43	0	0	0	correct situs	cors
Wade's Millwork	2011	0	22.62	0	0	0	correct situs	cors
Charles R. Wallace	2010	0	0	19.36	0	0	pro-rate	pror
Clarence M. West	2009	0	0	20.05	0	0	pro-rate	pror
Patricia R. Williams	2009	0	0	34.77	0	0	pro-rate	pror
Emma L. Wortham	2010	0	0	36.58	0	0	pro-rate	pror
Dwight R. Wright	2010	0	0	0	0	102.50	remove solid wast	rmswf
<b>Totals</b>		<b>7559.60</b>	<b>28761.02</b>	<b>3978.84</b>	<b>150.00</b>	<b>492.50</b>		

**Total Releases and Refunds - \$ 40,941.96**

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See on file monthly report, 911 Emergency Operations  
 See on file monthly report, ABC Law Enforcement  
 See on file monthly report, Administrative Ambulance Charge-offs  
 See on file monthly report, Department of Social Services  
 See on file monthly report, Fire and EMS - February and March 2011  
 See on file monthly report, Human Resources Department  
 See on file monthly report, Planning and Development  
 See on file monthly report, Public Health Department  
 See on file monthly report, Veterans Service Office

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Finance Director's Report

*Resolution Approving Modification to 2010 School Improvements Financing.* Finance Director Steve Stanton presented a resolution concerning the last financing agreement for qualified school construction bonds. The agreement needs to be modified by resolution to finance three elementary school multipurpose rooms instead of the original four multipurpose rooms.

Motion was made by Commissioner Thomas S. Hester, Jr., seconded by Commissioner Dan Brummitt, vote unanimous, to approve the following resolution approving modification to 2010 school improvements financing.

- - - - -

**RESOLUTION**  
**by the**  
**Vance County Board of Commissioners**  
*Approving Modification to 2010 School Improvements Financing*

**WHEREAS**, in November 2010, Vance County entered into an installment financing arrangement with Branch Banking and Trust Company ("BB&T") whereby BB&T advanced \$3,924,320 to finance the County's undertaking of various specified school improvements. The County has determined to modify the list of projects to be undertaken with the financing proceeds to bring the scope of the projects within the amount of funds available. BB&T has agreed to modify the financing documents to accommodate the County's desired change. There has been made available to the Board members a draft of a modification agreement (the "Agreement") that would carry out this change.

**BE IT THEREFORE RESOLVED** by the Board of Commissioners of Vance County, North Carolina, as follows:

1. The Board approves the form of the Agreement submitted to this meeting. The Board authorizes and directs the Board's Chairman and the County Manager, or either of them, to execute and deliver the Agreement in its final forms. The Agreement in its final form must be in substantially the form presented, with such changes as the Chairman or the County Manager may approve. The execution and delivery of the final form Agreement by an authorized officer will be conclusive evidence of such officer's approval of the final form.

2. The County Manager, the Finance Officer and all other County officers and employees are authorized and directed to take all proper steps to complete the modification contemplated by this resolution. All prior steps toward that end are ratified, approved and confirmed.

**This the 14<sup>th</sup> day of March, 2011.**

**Eddie L. Wright (signed)**  
**Eddie L. Wright, Chairman**

\* \* \* \* \*

I certify that the foregoing resolution was properly adopted at a meeting of the Board of Commissioners of Vance County, North Carolina, that was properly called and held on March 14<sup>th</sup>, 2011, and that a quorum was present and acting throughout such meeting. Such resolution remains in full effect as of today.

**Dated this 14<sup>th</sup> day of March, 2011.**

[SEAL]

**Kelly H. Grissom (signed)**  
**Clerk, Board of Commissioners**  
**Vance County, North Carolina**

Committee Reports and Recommendations

*Human Resources Committee - Position Vacancies.* Argretta Johen, HR Director, requested authorization to fill the following position vacancies as endorsed by the HR Committee:

Sheriff's Office  
Deputy Sheriff  
Deputy Sergeant

Jail  
Detention Liaison Officer  
Detention Officer - three positions

Social Services  
HR Aide

Animal Control  
Lead Animal Control Officer

Motion was made by Commissioner Terry E. Garrison, seconded by Commissioner Dan Brummitt, vote unanimous, to approve the position requests as presented.

*Planning and Environmental Committee.* Mr. Ayscue reported that this committee met on March 2<sup>nd</sup> with County staff and the consulting firm, W.K. Dickson, to review a preliminary draft of a sewer feasibility study along US #1 Highway South. A thorough discussion of the study issues was held, after which the consultant confirmed that he will have the final report prepared and available to the Board of Commissioners in its April 4<sup>th</sup> meeting.

*Audit Committee.* Mr. Ayscue stated that the Audit Committee consists of Timothy Daye, Braxton Poythress, Tom Stevenson, Commissioner Dan Brummitt, and Commissioner Tommy Hester. Charged with the responsibility of reviewing the annual County audit and providing input into improving the County's financial status, the committee met with the lead auditor, County Finance Director, and County Manager. An overview of the audit was presented by the auditor and specific fiscal matters were discussed. The audit report reflected that the County's financial position is sound even though economic uncertainties abound. The committee was satisfied with the audit and the County's responses to the prior year audit as well as the current one.

#### Pending Business

*County Water Project.* Mr. Ayscue reported that a formal water agreement between the County and City has been finalized and will be presented for approval under the County Manager's Report. The agreement is for Phase 1A only and is for up to 150,000 gallons of water per day.

*Phase 1A.* The County's engineer has redesigned the initial part of 1A according to sign-ups. Sign-ups have continued to come in, and it is likely that the redesign will be updated to reflect ongoing activity in that regard. A site for an overhead water tank has been located and the site will be secured (per previous Board action). Permit applications are being processed for submission by the engineers on behalf of the Water District. As part of that permitting process, highway right of way encroachment agreements with the NC Department of Transportation have been prepared for execution.

*Phase 1B.* The Kittrell Water Association and USDA continue to work together to seek funding for Phase 1B, consistent with action taken by the Commissioners in December 2009.

*Phases 2A & 2B.* Funding from USDA Rural Development has been established for both of these phases. Phase 2A will be funded with \$2.2 million in loans and \$1.62 million in grants. Thus far, sign-ups total 284. Phase 2B has \$3.94 million in loans and \$1.99 million in grants. Highway right of way encroachment agreements with the NC Department of Transportation have been prepared for execution. Sign-ups continue to be received for these two phases, with the current number being in excess of 600. A Planning &

Environmental Committee report will be made regarding a renewed sign-up campaign in the near future.

*US #1 South Sewer Project.* Mr. Ayscue reported that work on this project is going according to schedule by W.K. Dickson, the County's project consulting firm. The consultant has completed the data collection and has developed various alternatives and cost estimates for the proposed system. The alternatives and cost estimates were presented to the citizen advisory committee on January 31 and to the Planning & Environmental Committee on March 2 (see Committee Reports and Recommendations). The consulting firm anticipates making its final report to the Board of Commissioners in its April meeting.

*EDC Executive Director Search.* Mr. Ayscue reported that Developmental Associates conducted two meetings on Friday, February 18 to solicit input regarding local expectations of the position/person, challenges, strengths, etc. The meetings were quite productive and the information is being processed. The County's recruitment notice has been enhanced by DA staff and placed with five additional locations. The assessment center process is being scheduled for late April or early May. It is anticipated that a recommendation will be made regarding candidates by mid to late May.

#### County Manager's Report

*Addendum to Sales Tax Audit Contract.* Mr. Ayscue stated that the County has an existing contract with Tax Reduction Specialists (a division of Utilities Reduction Specialists, Inc.) for audits of sales and use taxes. These annual audits have led to additional sales tax revenues for the County each year with a 20% commission to be received by TRS. In order for TRS to continue with the audit for this year, an amendment to the base contract is necessary.

After a brief discussion, motion was made by Commissioner Dan Brummitt to approve the addendum to the contract with Tax Reduction Specialists for audit of sales and use taxes through the end of 2011. This motion was seconded by Commissioner Gordon Wilder and unanimously approved.

*Water Agreement.* Mr. Ayscue reported that a formal agreement has been negotiated for the County to purchase potable water from the City of Henderson. Consideration and approval of the agreement is also on the City Council's meeting agenda tonight. A press release was provided to the news media on Thursday that emphasized the main points of the agreement.

Motion was made by Commissioner Thomas S. Hester, Jr. to approve the water agreement with the City of Henderson as presented. This motion was seconded by Commissioner Terry E. Garrison.

Commissioner Dan Brummitt stated that while he supports the water project, he is concerned with the \$2.90 water rate. This rate may cause the customer's monthly water bill to be more than what was estimated at the beginning of this project. If that is the case, he suggested that the sign-up contracts be amended to give customers an opportunity to review the pricing before being locked in to the contract.

Vote on the motion to approve the water agreement was unanimous.

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**02/25/2011**

**STATE OF NORTH CAROLINA**

**WATER SALES AGREEMENT**

**COUNTY OF VANCE**

THIS WATER SALES AGREEMENT, made and entered into this the 14<sup>th</sup> day of March, 2011 by and between the City of Henderson (a municipal corporation organized under the laws of the State of North Carolina and situated in Vance County, North Carolina), hereinafter referred to as "Henderson" or "City"; and Vance County hereinafter referred to as "Vance County" or "County"; and the Vance County Water District, hereinafter referred to as "District".

WITNESSETH:

WHEREAS, the City of Henderson presently provides potable water (as a member of the Regional Water System and as a North Carolina municipality) to the City of Henderson and to the surrounding area with transmission mains extending outside of the City of Henderson for some distances (including one extending the length of the Fleming Town Road in Vance County and another transmission line extending across from the Fleming Town Road to NC Highway 39 at Harris Crossroads and then southerly along NC Highway 39 to the City of Henderson, and other major transmission mains extending through the length of Vance County along US Highway 1 and US Highway 1 Bypass and throughout Vance County on Highway US 158) and also provides water to the Kittrell Water Association (which owns a transmission line extending along US Highway 1 Business from its intersection with US Highway 1 Bypass southward to the Town of Kittrell and which owns and maintains other water lines serving the area surrounding the Town of Kittrell); and

WHEREAS, the City of Henderson further has an agreement with Warren County, North Carolina (as a partner in the Regional Water System) relative to the City's water transmission main running northeasterly from the Regional Water System mains in Vance County to the Warren County line at Drewry and further relative to Warren County's water lines servicing that portion of Vance County north of Drewry which is separated from the rest of Vance County by a portion of the John H. Kerr Reservoir; and

WHEREAS, there is a further transmission line which extends from NC Highway 39 (North) in a westerly direction to the Granville County line to serve the City of Oxford; and

WHEREAS, the City (and the other entities) presently sell water to customers from said major transmission mains and from distribution lines connected to the same; and

WHEREAS, Vance County Water District is obtaining grants from the USDA to construct one or more systems of distribution lines serving portions of Vance County, North Carolina outside of the areas served by the City of Henderson (and the other entities herein set forth); and

WHEREAS, the District, through the County desires to purchase water for said system from the City of Henderson; and

WHEREAS, the City and the County agree to assist the District in any feasible way and more especially as set forth in this Agreement.

WHEREAS, the City of Henderson is willing to sell water to Vance County which will assign its rights to the same to the District for use in said Vance County Phase 1A water system on the terms and conditions hereinafter set forth; and

WHEREAS, Vance County is willing to purchase water for Phase 1A from the City of Henderson and to assign its rights to the same to the District under said terms and conditions for purposes of resell to its customers.

NOW, THEREFORE, for and in consideration of the mutual promises and Agreements herein contained and the reliance by each party on the performance of the other, the City of Henderson, Vance County and the Vance County Water District agree as follows:

- (1) In the event that the applications for grants and/or loans for the Vance County Water District are approved and the requisite citizens to be served by Vance County's Phase 1A water systems sign up for service so as to make the District's Phase 1A water system feasible, then the District will proceed at its own expense with having the necessary engineering performed, surveying relative to any rights of way required (if any are needed), acquiring any needed rights of way, and shall proceed with preparations for advertising for bids for the construction of water transmission lines (at least six inches in diameter except as where mutually agreed) and distribution lines extending from the present terminus of the respective adjacent City lines and mains to the respective areas to be served by the District.
- (2) The final plans, specifications and design of the project (and any major changes subsequently made thereto) shall be submitted to the City Manager (or his authorized designee) of the City of Henderson before final approval by the District. The City of Henderson shall have the right prior to final approval to reasonably modify any portions of the Vance County Phase 1A water system to the extent desirable so that the same does not interfere with present operation and distribution of the water system of the City of Henderson, provided that the same shall not unreasonably delay construction of that portion of the District's water system being proposed nor does it cause distribution in the proposed area to be limited except as allowed herein. Nothing herein shall diminish the U. S. Department of Agriculture's approval rights.
- (3) After all the Phase 1A project funds have been committed to the satisfaction of the District, the District shall then proceed with the authorization of the final design of the Phase 1A system being proposed and shall proceed with authorization of the final design of the system and acquisition of any land and easements needed and with the advertising for bids and awarding of the construction contracts (if sufficient funds are then available) relative to that portion of the Vance County Water District Phase 1A water system then proposed to be constructed.
- (4) The ownership to all land and rights of way acquired and any and all facilities located thereon and all water lines being constructed as a part of the project shall thereafter be vested in the Vance County Water District. The use and operation of the lines and facilities are vested in the District, subject to the specific contractual rights of the City of Henderson as set forth in this Agreement. It is agreed that said newly constructed lines (and all attachments and appurtenances thereto) shall be the sole property of the District which can only sell or assign its title to said lines in the future, subject to the contractual rights of the City of Henderson herein, only to a responsible successor (reasonably acceptable to the City of Henderson and to any granting agency funding the project) which grantee shall assume all of the



obligations of the District hereunder and be bound by all of the terms of this Agreement. It is agreed that this paragraph does not create nor cause to be created any liens superior to any current or future lender to the County or to the District; nor shall any subordination be required.

- (5) As a part of the consideration of this Agreement, the District agrees that no water lines will be installed that contain less than a six-inch diameter except at places where the City agrees that water quality would be adversely affected. Moreover, all lines installed by the County must be at least eight inches in diameter wherever the City designates within the City's Extra-Territorial Planning Area and also on logical Growth Corridors elsewhere within 3 miles (as the crow flies) of the then existing City Limits of the City of Henderson.

The City hereby acknowledges receipt of the proposed lay-outs of the respective lines proposed by the District relative to its Phase 1A water system as specifically shown on Plat of Hobbs & Upchurch Associates, PA (engineering/planning/surveying) entitled "Proposed Vance County Water District-Phase 1A", (involving one tap, to be metered, to the City water lines: to wit, on Warrenton Road. The City tentatively approves (subject to review by the City's engineers) the location of said proposed tap as shown on said plat. Said Plat is attached to this Agreement, marked as "Exhibit A" and incorporated herein by reference.

Furthermore, the District and Vance County will install at their expense standard fire hydrants at least every 2,000 lineal feet of the District's water lines and also "stub-outs" (for a fire hydrant) at least every 1,000 lineal feet of the District's water lines (except where District, County or City fire hydrants are located) laid within the Extra-Territorial Planning Area of the City of Henderson and also where the City designates along logical Growth Corridors designated by the City elsewhere within 3 miles (as the crow flies) of the then existing City Limits of the City of Henderson.

For purposes of this Paragraph (5), Logical Growth Corridors shall be determined as areas which have been identified by the City as future growth areas in any of their existing or long range planning documents as of the date that the District presents its plans to the City for the respective proposed water line.

- (6) The District shall have the right at its own expense to place a booster pump station and/or a pressure reducing station and/or overhead tanks anywhere along any portion of the proposed new transmission lines, which facilities are to be maintained by the District. Provided, however, that no booster pump station and/or pressure reducing station or overhead tank shall be placed on said lines or in the proposed Phase 1A water system of until the plans and specifications have been presented to the City of Henderson for approval by its engineers and a determination that the same will not adversely affect the City of Henderson's water system and the Regional Water System.

In the event District constructs any overhead tanks or booster pumping stations or pressure reducing valves, District will carefully calibrate the same so that they conform with the City's existing systems of monitoring water levels and other overhead tanks so that consistent water levels will be maintained at the respective levels needed to provide required pressure to service all water systems whose ultimate source is the Regional Water System and to provide adequate fire protection throughout all such systems.

- (7) Upon completion of the construction of said proposed Phase 1A water system project, District agrees to tap onto the existing water system of the City of Henderson at points reasonably designated and approved by the City of Henderson, said taps to be made under the supervision of (and in a manner acceptable to) the City of Henderson and its engineers. All costs for the tap and connection shall be borne and promptly paid for by the District.

- (8) As a part of the construction costs of any Vance County or District water system, a meter (with a back flow check valve and any other device deemed necessary by the City of Henderson to protect the City's or Regional water systems) acceptable to the City of Henderson shall be placed at the junction of any new transmission line owned by the District or Vance County with the existing water system of the City of Henderson or of the Regional Water System, and all water passing through said meter or meters shall be conclusively deemed purchased by Vance County who shall pay the City of Henderson for the same based on an initial rate of \$2.90 per 1,000 gallons for up to 150,000 gallons per day until 4 years of the date hereof. The initial rate to be charged by the City of Henderson to Vance County for water for Phase IA of the County System shall extend for 4 years from date of this Agreement or after the County purchases for Phase 1A water in excess of 150,000 gallons a day from the City, whichever occurs first. Provided however, all rates charged to Vance County after March 31, 2015 shall be subject to automatic periodic increases in said rate in the same proportion (or percentage) as increases in water rates for users outside the City Limits of the City of Henderson based on the schedule of rates periodically adopted by the City Council of the City of Henderson. (For example, if the outside water rate increases by 5%, the initial \$2.90 rate shall increase to \$3.045 per 1,000 gallons at that time).

It is understood and agreed that the actual initial rates herein set forth shall only apply to the then first 150,000 gallons a day of water sold by the City to the County for Phase 1A of the District Water System within 4 years of the date of this Agreement (provided, however, the County shall be entitled to said initial rate for the first 150,000 gallons of water per day for Phase 1A [even after such time as the County should purchase in excess of 150,000 gallons of water per day for Phase 1A] during said initial four year term). All rates for excess water (over 150,000 gallons of water per day for Phase 1A during said initial four year term) shall be subject to negotiation between the City and County; provided however, that if said two parties are unable to agree upon any rate within 30 days after notice (of the need to establish a rate), then the reasonable rate therefore shall be conclusively set at the rate that the City of Henderson then charges for water to the Town of Kittrell, until a different rate is agreed upon by the City and County.

The City of Henderson shall bill Vance County on the 15<sup>th</sup> day of each calendar month (or the next consecutive business day if a holiday or weekend) and said bills shall be promptly paid to the City of Henderson by Vance County in accordance with the City of Henderson's Code of Ordinances in effect at said respective times (and as may be modified by the City of Henderson from time to time). It is expressly understood and agreed that the establishment of an initial rate to be paid by Vance County herein shall not prevent the City Council of the City of Henderson, in its sole discretion, from changing its rates charged to outside users at any time and the parties hereto agree to be bound by said modified percentage increases as of the effective date of said modification or changes; Vance County further understands that the City of Henderson is under no obligation to the parties herein except as herein expressly set forth.

It is agreed that Vance County will assign all of its rights and obligations under this Agreement to the Vance County Water District provided Vance County shall remain liable for all obligations of the County hereunder. No other wholesale water resale by the County or water assignment by the County or by the District is permitted without the written consent of the City Council of Henderson.

- (9) The meters hereinabove referred to shall measure the water being purchased in cubic feet, or such other unit of measure as shall be reasonably designated by the City of Henderson. It is agreed that the City of Henderson shall have the right to calibrate any such meter at any time that it feels the same is not accurate; and District or Vance County shall likewise have the right to require the City of Henderson to calibrate any such meter at reasonable intervals, the expenses of calibration to be paid in accordance with the then existing ordinances of the City of Henderson. In the event any significant calibration error is discovered, then the City shall bill the County

(during the period said meter can be shown to be in error) for water amounts based upon the historical amounts passing through the respective meter.

At any and all connections of the County or District water lines with City water lines, the City can require not only meters (for measuring water consumption) but also check valves (with approved bypasses to be used with City approval in emergencies) to prevent the back flow of water (thus minimizing possible meter errors and also water contamination).

- (10) Subject to the provision hereof, the District shall have the sole and exclusive right to tap the proposed new District Phase 1A water system transmission lines and distribution lines to be constructed by the District under the terms of this Agreement at any place or places that it may desire and shall have the sole right to re-sell the water being metered to Vance County to such retail entities and at such rates as it may establish, and the District shall read all of its customer' meters, bill for its water sales and receive all proceeds from such sales (after any reimbursements to the County for any water bill owing to the City), subject to the provisions of this Agreement (provided that the same does not unreasonably interfere with the City of Henderson's ability to provide water to its then existing customers and/or to fulfill the reasonably anticipated water needs of its other known or anticipated customers).

Provided, further that no water shall be resold or used (relative to each user) by Vance County or the District (or its assignee) unless a septic tank or sewerage disposal system is in place for treating the same relative to said respective ultimate customer and approved by the Vance County Health Department or the North Carolina State Board of Health or other governmental agency to which such authority for approval has been officially delegated.

- (11) Vance County has requested that the City of Henderson reserve 150,000 gallons per day for Phase IA from the City of Henderson's water supply for the exclusive use of the District's proposed Phase 1A water system and for the District's re-sale to its customers. In consideration of the reservation of said 150,000 gallons per day for Phase IA, Vance County agrees to pay the City of Henderson \$9,125.00 as a water reservation fee for 150,000 gallons of water solely for use by the District Phase IA on or before July 31<sup>st</sup> of each and every year that this contract is in force and effect (although the City of Henderson will waive the \$9,125.00 water reservation fee due on July 31<sup>st</sup>, 2011 and also the one due on July 31<sup>st</sup>, 2012 only). Provided, however, that this reservation of 150,000 gallons of water per day shall only apply to Phase IA of the District's Water System; any subsequent reservation for any subsequent Phase will be subject to negotiation.

It is expressly agreed as a condition of this agreement (and as an integral part of the consideration of the same) that Vance County and the District will not, without the prior consent of the City of Henderson:

- (a) extend its average daily consumption to more than 150,000 gallons a day for Phase 1A, or
- (b) extend its water mains or lines to any area then capable of being served or hereafter proposed (for which an engineer has drafted plans and specifications and which lines are proposed to be installed within one year) to be served with water by the City of Henderson, or
- (c) engage, or threaten to engage, in competition with the City of Henderson relative to the sale of water by the City of Henderson or the Regional Water System. (Competition with the Regional Water System or with the City's water transmission main running south to the Tar River means serving any area within 1,000 feet of said respective transmission main or any other area then served by the City from the same, without the consent of the City.)

So long as Vance County (and its assigns) are not in default of this Agreement, the City of Henderson agrees not to extend its water distribution lines to any area which is then presently served with water or is hereafter proposed (for which an engineer has drafted plans and specifications and which lines are proposed to be installed

within one year) to be served by the District (unless said area is in the process of being annexed into the City).

- (12) All maintenance of the District's water systems will be assumed and performed by the District who will be responsible for providing all the requisite labor and equipment and expenses needed for such purpose. There shall be no discount on the amount of water being metered and purchased by the County from the City of Henderson under this Agreement by reason of any leakage or improper maintenance or by reason of any other cause. The District and Vance County shall be solely responsible for the maintenance of the mains, water lines, pipes, booster pump stations, elevated tanks, meters, and facilities in the proposed District water systems, and any additions or extensions of the same. Provided, however, if any meter is shown to be defective or malfunctioning, the City shall have the right (but not any obligation) to replace or repair the same if it is otherwise not repaired or replaced (within a period of time reasonable under the circumstances and after notice) and in such event, the costs of such repair or replacement shall be reimbursed to the City by the other parties hereto.
- (13) Vance County and the District each agree for itself and its assigns and customers that in no event will water to be purchased from the City of Henderson be commingled with any water from any wells or other sources after the proposed new District water system transmission lines have been tapped, and Vance County and the District will not permit the same to be done by others and will take all actions necessary to prevent or remedy any such commingling. No water consumer will be allowed to make a cross connection between the District water transmission or distribution lines (or any other water lines of Vance County or the District) and a private or public well, spring or other source. Where a customer has another source of water in addition to that being supplied by the water service system of Vance County or the District (or its respective assignee, if any), there shall be no physical connection between the two water supplies.
- (14) There shall be no cross connection between the water lines of Vance County or the District (or its respective assignee, if any) and air lines used for washing automobiles or any other purpose. Where water passes through a recirculating system, such as cooling towers, there shall be no physical connection between the District water systems and the pressure lines from the recirculating system.

Vance County and the District both further agree (and binds its respective successors, assignees, and customers) to comply with all applicable provisions of the City of Henderson's Code of Ordinances periodically in effect relative to preserving the quality of water or otherwise relative to potable water (as said Ordinances may be modified from time to time by the City Council of the City of Henderson).
- (15) As a specific part of the consideration of this Agreement, the District and the County each agree that it will neither construct any water lines or mains nor sell water to any customers in any areas served by then existing water transmission lines or distribution water lines of the City of Henderson, the Town of Kittrell, the Kittrell Water Association or Warren County without the written consent of said respective entity and of the City of Henderson City Council. Moreover, no District or County lines shall be constructed or water sold to customers outside of Vance County without the official approval of the City Council. Further, no District or County lines shall be constructed or water sold to customers within the then Extra Territorial Jurisdiction Area of the City without the specific consent of the City Engineer and City Manager.
- (16) Subject to the terms and provisions of this Agreement, the City of Henderson agrees to provide potable (drinkable) water to Vance County at the location of said proposed meters at the junction of the District's transmission lines with the then existing lines of the City of Henderson; said water is not warranted for use for any other particular purpose. The City of Henderson shall not be liable or accountable for any failure to treat and/or deliver potable (drinkable per State standards) water, or otherwise perform this Agreement, in the event such failure is due to acts of God, strikes, power

failure, line breaks, system repairs, catastrophe, tampering, or other causes beyond the control of the City of Henderson. Henderson shall attempt to give Vance County and the District reasonable notice, if at all possible, of any interruptions which might be reasonably be anticipated, said notice to be given to the County Manager or such other person as Vance County or the District may designate in writing. The parties hereto acknowledge the primary responsibilities of the City of Henderson is to provide water to customers and taxpayers residing within its City limits.

Otherwise and to the extent feasible, any water shortages will be shared proportionately among all customers of the City of Henderson (subject to the rights of the City of Henderson to funnel water first to emergency services); provided that nothing herein shall prevent the City of Henderson from encouraging conservation or curtailing or restricting the use of water for certain purposes or by certain classes of water users pursuant to the City's Water Shortage Ordinance and Regulations (and any amendments thereto) .

- (17) It is specifically agreed that the City of Henderson shall have the right to discontinue service at any time to Vance County in the event Vance County (or its assignee) does not pay any funds owing to the City of Henderson relative to the purchase of water or related services set forth herein, or in the event Vance County otherwise defaults under the terms of this Agreement (including the payment for all water passing through said proposed meters) and further fails to remedy said non-payment or default or breach within fifteen (15) days after written notice of the same, delivered or mailed to Vance County (or its assignee) at its last known address. In the event service is so discontinued, then the City of Henderson (or its assignee) shall have the exclusive right and option to sell water (using mains, lines, tanks and facilities of the District or its assignee) if the City so desires, to any customer or customers previously purchasing water from Vance County or the District (or its respective assignee, if any) upon the conditions prescribed in the City of Henderson Code of Ordinances for services to users outside of the corporate limits of the City of Henderson; upon such discontinuance of service to Vance County, Vance County and the District (and its respective assignee, if any) each hereby irrevocably grants to the City of Henderson the privilege of using all lines, mains, tanks and facilities of the District's water systems for such purpose, if desired by the City of Henderson. The rights and privileges of the City of Henderson to sell said water and use the lines, mains, tanks and facilities of the District as set forth above in this paragraph shall create no additional obligations upon the City of Henderson and said rights and privileges shall only apply during the period of time that said non-payment has not been fully remedied (or default or breach not fully cured) and further while a responsible entity (reasonably acceptable to the City of Henderson, and any granting agency) has not completely assumed and is performing all of the contractual obligations of Vance County and the District under this Agreement.
- (18) In the event the project becomes economically unfeasible (because of insufficient grant and/or loan funds, rising constructions costs, or the inability of District to pay for the total project costs through no fault of Vance County or the District, or the failure of a sufficient number of customers to sign up for the District's water service), so that there is no award of any construction contract within five years of the date hereof, then this agreement shall terminate and the parties hereto shall be under no further obligation to each other; provided, however, that Vance County shall thereupon immediately reimburse the City of Henderson for any reasonable expenses that may have been incurred by the City of Henderson pursuant to this Agreement prior to said termination.
- (19) In any event (regardless of whether there has been an award for any construction contact) Vance County agrees to save and hold harmless the City of Henderson from any and all reasonable costs, expenses, or liability which the City of Henderson may incur relative to the proposed construction and operation of said proposed District Phase 1A water system.

- (20) This Agreement shall exist and continue for a period of forty (40) years from the date hereof and thereafter may be renewed or extended for such term, or terms, as may be mutually agreeable by the parties; provided, however, the City of Henderson shall have the right to terminate this Agreement :

If for any reason the City of Henderson cannot obtain water from the US Army Corp. of Engineers out of the John H. Kerr Reservoir in a reasonable capacity and rate to meet the needs of the City of Henderson and its customers, or

Any sale of water by Vance County or the District that is outside of and/or violates any interbasin rules or regulations that currently exist or may exist in the future (it being understood and agreed that Vance County shall be solely responsible for obtaining any waiver or allotment that is required relative to any interbasin transfers) of water purchased, sold, or used hereunder by the County or the District.

The parties to this Agreement shall not discriminate in the hiring or firing of employees, and further bind their respective assigns and successors in interest or title to so not discriminate.

This Agreement may be amended only with the written consent of all the City of Henderson and Vance County and the Vance County Water District (or their respective assignees).

This Agreement shall be construed under the laws of the State of North Carolina.

This Agreement shall be only effective after approval by the Area Director of the United States Department of Agriculture, as granting agency for the Vance County Water District's phase 1A project.

IN TESTIMONY WHEREOF, THE CITY OF HENDERSON, AND THE COUNTY OF VANCE AND THE VANCE COUNTY WATER DISTRICT have each caused this Agreement to be executed, all pursuant to authorities given by their respective governing bodies, this the day and year first above written.

CITY OF HENDERSON

ATTEST:

BY: \_\_\_\_\_  
James D. O'Geary, Mayor

\_\_\_\_\_  
City Clerk

(MUNICIPAL SEAL)

Approved as to legal form:

\_\_\_\_\_  
John H. Zollicoffer, Jr.  
City Attorney  
City of Henderson

COUNTY OF VANCE

ATTEST:

BY: \_\_\_\_\_  
Chairman of the Vance County  
Board of Commissioners

\_\_\_\_\_  
Clerk to the Board of Commissioners

(COUNTY SEAL)

VANCE COUNTY WATER

DISTRICT  
ATTEST:

\_\_\_\_\_  
Clerk

BY: \_\_\_\_\_  
Chairman of the Board

(WATER DISTRICT SEAL)

This Agreement is approved by the United States Department of Agriculture with the understanding that portions of the said proposed water system (including the stub-outs and any oversized lines) are not covered by the USDA Grant and will be paid for by others.

This the \_\_\_\_ day of \_\_\_\_\_, 2011.

UNITED STATES DEPARTMENT OF AGRICULTURE

BY: \_\_\_\_\_  
Area Director

- - - - -  
Motion was made by Commissioner Dan Brummitt to instruct the County Manager and the County Attorney to evaluate the customer sign-up contract and bring a recommended amendment back to the full Board for review. This motion was seconded by Commissioner Deborah F. Brown and unanimously approved.

*Joint Program Amendments.* Mr. Ayscue stated that the City and County have reached a consensus regarding funding of certain joint programs. Consideration and approval of the agreement is also on the City Council’s meeting agenda for tonight. The main points of the agreement are covered in the press release that was provided to the news media on Thursday.

Motion was made by Commissioner Thomas S. Hester, Jr. to approve the joint programs agreement with the City of Henderson as presented. This motion was seconded by Commissioner Gordon Wilder.

Commissioner Dan Brummitt stated that he cannot support a 40 year contract on joint programs. County Attorney Jonathan S. Care stated that the agreements may be changed at any time upon mutual consent of both governing units.

The motion to approve the joint programs agreement passed by a roll call vote as follows:

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| <u>Ayes</u><br>Commissioner Gordon Wilder<br>Commissioner Thomas S. Hester, Jr.<br>Commissioner Deborah F. Brown<br>Commissioner Eddie L. Wright<br>Commissioner Terry E. Garrison<br>Commissioner J. Timothy Pegram | <u>Noes</u><br>Commissioner Dan Brummitt |
|--|--|

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STATE OF NORTH CAROLINA  
COUNTY OF VANCE

AMENDMENTS TO CITY-COUNTY AGREEMENTS  
RELATIVE TO H. LESLIE PERRY MEMORIAL LIBRARY,  
ECONOMIC DEVELOPMENT COMMISSION, ELECTIONS  
BOARD, AND COUNTY FINANCING OF ROSE AVENUE  
(CITY HALL) SALE TO CITY

THIS JOINT VENTURES/PROJECTS AGREEMENT, made and entered into this the 14<sup>th</sup> day of March, 2011 by and between the City of Henderson (a municipal corporation organized under the laws of the State of North Carolina and situated in Vance County, North Carolina), hereinafter referred to as "City"; and the County of Vance (a North Carolina political subdivision), hereinafter referred to as "County".

WITNESSETH:

WHEREAS, the City and the County have entered into several joint ventures and projects in the past; and

WHEREAS, the City and the County desire to amend certain of any funding agreements relative to some of said joint ventures and projects.

NOW, THEREFORE, for and in consideration of the mutual promises herein set forth (and the reliance to be placed by each party on the performance by the other), the City of Henderson and Vance County agree as follows:

The County and City presently fund the H. Leslie Perry Memorial Library on a 65% County and 35% City basis, with each entity appointing 6 members to its 12 person Board of Trustees. The County agrees to increase its funding to 70% of the H. Leslie Perry Memorial Library budget for the fiscal year 2011-2012 and to 75% of the H. Leslie Perry Memorial Library budget commencing in the fiscal year 2012-2013 and maintain said percentage of funding thereafter. Provided, however, this provision shall not grant any rights to receive funding of the H. Leslie Perry Memorial Library at any certain amount, level, request, or demand from said Library or its Board of Trustees; and the parties to this Agreement shall have the sole right to determine the amounts budgeted for and funded to the Library. The City agrees to reduce its appointment of members to said Library Board of Trustees to a total of 3 members with the County then having the right to appoint the remaining 9 members of the H. Leslie Perry Memorial Library Board of Trustees; said reduction shall occur over the next three years commencing July 1, 2011 by the City only appointing one Board Trustee each year and the County appointing three Trustees to the Library Board of Trustees each year, and continuing said respective number of appointments thereafter for the term of this Agreement.

The County will forgive the City's 25% contribution for the operation and administrative expenses (as set forth in Paragraph 5(A) of the Interlocal Cooperation Agreement) for the Henderson-Vance County Economic Development Commission (hereinafter EDC) for the term of 40 years with the effective date of said forgiveness beginning fiscal year 2009-2010 (the County thus assuming 100% of the EDC basic funding although the City retains at least a 25% interest and representation or voice in the same). Funding for incentive packages for creation of new jobs and/or tax base expansion and other special EDC projects are exempt from this Agreement and will be addressed on a case by case basis.

The parties acknowledge and agree that the funding percentages (under the "contract" between the City and County dated the 14<sup>th</sup> day of December, 1972) relative to the Board of Elections is presently that the County is to pay 83% (and the City 17%) of the total operating and administrative expenses (including the costs of registration of



voters), except that the City will pay 100% of the direct costs (e.g. judges and ballots) related solely to Municipal Elections.

The County has or will defer the \$32,750.00 City Hall debt service payment from the City for the fiscal years 2010 and 2011 (with the five remaining payments of said \$32,750.00 amount being then payable by the City in the month of July in 2011, 2012, 2013, 2014 and 2015, respectively; said payments are not to bear interest).

This Agreement shall exist and continue for a period of forty (40) years from the date hereof and thereafter may be renewed or extended for such term, or terms, as may be mutually agreeable by the parties. None of the above mentioned joint ventures/projects will be terminated by either party hereto during the term of this Agreement without the express written consent of both the City and the County.

Any Agreements heretofore entered into between the City and County relative to said respective joint ventures/projects (or the funding thereof) are hereby amended to conform with this Agreement (which shall have priority over the same); each of said original Agreements shall remain in full force and effect except where inconsistent herewith.

This Agreement may be amended only with the written consent of both the City of Henderson and Vance County (or their assignees).

IN TESTIMONY WHEREOF, THE CITY OF HENDERSON AND THE COUNTY OF VANCE have each caused this Agreement to be executed, all pursuant to authorities given by their respective governing bodies, this the day and year first above written.

ATTEST:  
  
\_\_\_\_\_  
City Clerk

(MUNICIPAL SEAL)

Approved as to legal form:

\_\_\_\_\_  
John H. Zollicoffer, Jr.  
City Attorney  
City of Henderson

CITY OF HENDERSON  
  
BY: \_\_\_\_\_  
James D. O'Geary, Mayor

ATTEST:  
  
\_\_\_\_\_  
Clerk to the Board of Commissioners  
  
(COUNTY SEAL)

COUNTY OF VANCE  
  
BY: \_\_\_\_\_  
Chairman of the Vance County  
Board of Commissioners

- - - - -  
*Platform Lift at Jail.* Mr. Ayscue noted that in order to meet federal and state code requirements, the Vance County Jail is required to have an elevator (chair lift) to accommodate special needs individuals. The platform lift at the Jail has constantly required mechanical work

for the past several years and is now beyond reasonable repair. The Sheriff requests replacement of the existing lift and has obtained three quotes as follows: Independent Elevator Service, Inc. of Burlington - \$17,000; Triangle Elevator Service of Garner - \$17,022.29; and Southern Elevator of Greensboro - \$43,443. Mr. Ayscue recommended that the Board approve the purchase of a platform lift for the Jail in the amount of \$17,000 from Independent Elevator Service, Inc., with proceeds to come from the Contingency.

Motion was made by Commissioner Dan Brummitt, seconded by Commissioner Deborah F. Brown, vote unanimous, to approve the purchase of a platform lift at the Jail in the amount of \$17,000 from Independent Elevator Service, Inc., with proceeds to come from the Contingency.

#### Miscellaneous

*Appointments.* The following appointments were presented for the Board's consideration:

#### Nursing Home Advisory Council - 3 year term

Appoint Marguerite Anduze, Darrell Mullinix, and Barbara Pearce to fill vacant positions.

*No other applications received.*

#### Vance County Appearance Commission - 3 year term

Appoint Brian Creasman to fill unexpired term.

*No other applications received.*

Motion was made by Commissioner Gordon Wilder to approve the appointments as presented. This motion was seconded by Commissioner Dan Brummitt and unanimously approved.

As there was no further business, at 7:30 p.m. motion was made by Commissioner Thomas S. Hester, Jr., seconded by Commissioner Dan Brummitt, vote unanimous, that the meeting be adjourned.

**Approved and signed April 4, 2011.**

**Eddie L. Wright (signed)**  
**Eddie L. Wright, Chairman**