

PERSON COUNTY BOARD OF COMMISSIONERS

APRIL 2, 2012

MEMBERS PRESENT

OTHERS PRESENT

Jimmy B. Clayton

Heidi York, County Manager

Kyle W. Puryear

C. Ronald Aycock, County Attorney

B. Ray Jeffers

Brenda B. Reaves, Clerk to the Board

Samuel R. Kennington

Frances P. Blalock

The Board of Commissioners for the County of Person, North Carolina, met in recessed session on Monday, April 2, 2012 at 1:00 pm in the Commissioners' meeting room in the Person County Office Building as a Board of Equalization and Review.

Chairman Clayton and Commissioners Jeffers, Blalock and Kennington were present. Vice Chairman Puryear was absent.

RECESS:

A **motion** was made by Chairman Clayton, **seconded** by Commissioner Blalock, and **carried 4-0** to recess the Board of Equalization and Review meeting at 3:25 pm until April 16, 2012 at which time the Board of Equalization and Review will reconvene at the conclusion of the Board of Commissioners 9:00 a.m. meeting.

RECESS:

A **motion** was made by Chairman Clayton, **seconded** by Commissioner Jeffers, and **carried 4-0** to recess the Board of Commissioners meeting at 3:25 pm until 7:00 pm for a regular scheduled meeting that will be held in the County Auditorium.

Chairman Clayton called the 7:00 pm meeting to order at 7:06 pm, led invocation and asked Commissioner Kennington to lead the Pledge of Allegiance. All Board members were present for the 7:00 pm regular scheduled meeting.

DISCUSSION/ADJUSTMENT/APPROVAL OF AGENDA:

A **motion** was made by Commissioner Jeffers, **seconded** by Vice Chairman Puryear and **carried 5-0** to approve the agenda.

INFORMAL COMMENTS:

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

April 2, 2012

Chief District Court Judge Mark Galloway addressed the Board on the need to fund Drug Court through local funds to support the position that was eliminated in 2011 by the General Assembly. Judge Galloway explained to the Board the justifications to fund the Judicial District 9A drug treatment court which include a 100% success rate delivering healthy babies to pregnant addicted women in the program, 75% of the graduates go 5 years without new charges and the program sustains the national average of graduating 35% of those who enter the program. Judge Galloway noted his office has assumed the duties of the lost administrator position between team members and a part-time grant employee. Judge Galloway noted the grant expires in September which means without someone to do the intake, the program will collapse. Judge Galloway told the Board he anticipated needing \$50,000 from Person County as well as stated his plans to seek funding from Caswell County who has substantially fewer participants at an amount less than the \$50,000 needed for Person.

APPROVAL OF MINUTES:

A **motion** was made by Vice Chairman Puryear, **seconded** by Commissioner Jeffers, and **carried 5-0** to approve the minutes of March 12, 2012.

OLD BUSINESS:

PROPOSED FIRE SERVICES CONTRACT AMENDMENT BETWEEN PERSON COUNTY AND THE CITY OF ROXBORO:

County Manager, Heidi York requested the Board to adopt the proposed Fire Services Contract Amendment noting in July 2010, Person County and the City of Roxboro revised and extended their Contract to Provide County Fire Protection Services. The 2010 contract was limited to a period of two years expiring July 1, 2012 due to the difficult economic conditions facing both governments. Ms. York stated the proposed Amendment is for a two-year period and allows the Contract to remain continuous with an automatic renewal every two years with the funding amount to be adjusted every two years by 2% to help account for rising fuel costs, inflation, etc. In addition, the County has eliminated the Fire Marshal position and the City has agreed to provide fire investigations for the County. Ms. York stated there is an additional cost of \$500 per month for the fire investigations service, bringing the County's total cost to \$366,631 for the next two fiscal years noting the county and city managers have analyzed the call volume, service levels, staffing and overall responses in constructing the proposed Amendment. Ms. York confirmed for the Board that the Contract Amendment allows for the option for both parties to make changes or to terminate with notice. Ms. York stated Roxboro City Council would also be considering adoption of the same Contract Amendment at their next meeting.

Ms. York told the group that a similar funding contract will be extended to the volunteer fire departments as well.

A **motion** was made by Commissioner Kennington, **seconded** by Commissioner Jeffers, and **carried 5-0** to approve the Fire Services Contract amendment between Person County and the City of Roxboro.

Fire Services Contract Amendment
Between Person County and the City of Roxboro

THIS CONTRACTUAL AGREEMENT, made and effective as of this ____ day of ____, 2012, by and between the City of Roxboro, a municipal corporation of the State of North Carolina (hereinafter called "the CITY"), and Person County, North Carolina, a body corporation and politic (hereinafter called "the COUNTY")

Whereas the parties hereto have previously entered into a contract for fire services dated July 1, 2010.

Whereas, the parties desire to amend the contract dated July 10, 2010 to provide for automatic extensions every (2) two years and for an increase in payment of 2% every two years.

Now therefore the Parties hereby agree to amend the contract dated July 1, 2012 as follows:

1—Paragraph 3 is amended to read:

3-The annual amount of this contract is \$353,560.00 for a contract period of (2) two years beginning the 1st day of July 2010, to be paid in equal monthly installments with the payment being due no later than the 30th day of each month. Beginning with the term commencing on July 1, 2012 the annual amount of this contract shall be increased by an amount of 2% upon each renewal. The intent of this provision is to provide for a 2% increase every (2) two years. An additional \$1,000.00 monthly will be paid to the City for performing Fire Investigation Services as previously requested in writing by the County, during the term of this contract, and such services shall be provided by the City to the County until the County notifies the City by 30 days written notice of the County's intention to not receive these services. The parties agree that the County vehicle being provided to the City for the intended use of Fire Investigation Services has a reasonable value of a least \$500 per month and thereby reduces this monthly payment under this agreement to \$500.00 per month.

2—Paragraph 5 is amended to read as follows:

5-The term of this agreement shall be for a period of (2) two years from the effective date of this agreement and shall automatically renew for additional periods of (2) two years unless notice of intention not to renew is provided by either party to the other party (1) one year prior to the expiration of a term. Nothing in this paragraph prevents any party from proposing a modification to this agreement, which modification shall become effective only upon mutual consent of both parties as evidenced by appropriate resolutions adopted by both parties.

April 2, 2012

3—Replace “Person County Fire Marshal’s Office” and all other references to, with Person County Emergency Management.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed by their properly designated officials by authority validly and duly given and their respective seals to be hereunto affixed on the day and year first above written. This instrument is executed in duplicate originals.

ATTESTED TO BY:

CITY OF ROXBORO

City Clerk

Mayor

ATTESTED TO BY:

PERSON COUNTY

Brenda B. Reaves
County Clerk

James B. Clayton
Chairman

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

City Finance Director

Ang Wehning
County Finance Officer

April 2, 2012

NEW BUSINESS:

DRAINAGE EASEMENT FOR NC DEPT. OF TRANSPORTATION (DOT):

General Services Director, Ray Foushee informed the Board that NC DOT has requested a drainage easement related to the Highway 501 Bypass Project. Specifically, the requested drainage easement is in front of the County owned School Bus Garage on Highway 49 North. The drainage easement only involves 0.009 acre around the drain pipe under the Bus Garage driveway (side-ditch), and gives DOT the right to enter and clean out the side-ditch/drain pipe whenever they deem necessary. Mr. Foushee stated the drainage easement is structured very similar to the right-of-way easement, for the same County property, that was presented and approved by the Board in October 2011. Mr. Foushee confirmed there would be no cost to Person County. Mr. Foushee stated the Board of Education has already considered and approved the proposed drainage easement and as before, the Board has the following available options for consideration:

- 1) Accept the DOT offer of \$425
- 2) Negotiate for a better offer
- 3) Donate the \$425 back to NCDOT as a good faith gesture toward the 501 Bypass Project, or
- 4) Accept the offer for \$425 and share the proceeds with the Board of Education.

Mr. Foushee noted NC DOT has also requested an Agreement for Entry which provides access to the property while the drainage easement is being formalized.

Mr. Foushee informed the Board of a correction related to Board action for the right-of-way easement in October 2011 accepting the NC DOT offer of \$10,500. As a matter of correction, Mr. Foushee announced the official offer was \$10,550 noting the mistake was a misprint on the part of NC DOT.

Mr. Foushee requested Board to approve each the Drainage Easement and accept the \$425 offer, the Agreement for Entry as well as acknowledge the corrected offer of 10,550 for the purchase of the right-of-way in front of the county owned School Bus Garage on Highway 49 North.

Commissioner Jeffers asked Mr. Foushee to briefly explain the Bypass Project for the audience. Mr. Foushee stated the Highway 501 Bypass project has been in process for several years and will basically continue the four-lane from the Boulevard up Virgilina Road, Highway 49 merging back into 501 near the old C&A Elm Plant (site of Force Protection).

A **motion** was made by Vice Chairman Puryear, **seconded** by Commissioner Blalock, and **carried 5-0** to accept the offer from NC Department of Transportation to Person County in the amount of \$425 for a permanent drainage easement containing 0.009 acre in front of the county owned School Bus Garage on Highway 49 North as presented.

Commission Kennington suggested an amended motion to include donating the \$425 back to the NC DOT as a good faith gesture toward the 501 Bypass Project, however there was no second to his motion.

Vice Chairman Puryear suggested an amended motion to include accepting the offer for \$425 with the proceeds going to the Board of Education, however there was no second to his motion.

As a point of clarification, County Manager, Heidi York told the group that the action by the Board in October 2011 accepted the offer of \$10,500 and allocated to the General Fund to be used for non profit purposes.

Commissioner Blalock voiced her agreement for the \$425 to be allocated for non profit purposes as was done with the \$10,500.

Vice Chairman Puryear suggested, and the Board agreed, to make the motions requested by Mr. Foushee with further discussion following related to the \$425 allocation.

A **motion** was made by Commissioner Blalock, **seconded** by Vice Chairman Puryear, and **carried 5-0** to approve the Agreement for Entry for NC Department of Transportation's immediate access to the property containing said permanent drainage easement.

A **motion** was made by Vice Chairman Puryear, **seconded** by Commissioner Jeffers, and **carried 5-0** to acknowledge the corrected offer of \$10,550 from the NC Department of Transportation for the purchase of the right-of-way in front of the county owned School Bus Garage on Highway 49 North (\$10,500 was a misprint on the part of NC DOT in October 2011 when in fact the offer should have read \$10,550).

A **motion** was made by Vice Chairman Puryear, **seconded** by Commissioner Jeffers, and **carried 5-0** to further discuss the allocation of the \$425.

Commissioner Jeffers stated it was the consensus of the Board at its Annual Retreat to only fund the non-profits that were funded in the current budget year and advocated for the good faith gesture toward the 501 Bypass Project.

A **motion** was made by Commissioner Jeffers, **seconded** by Commissioner Kennington, to donate the \$425 back to NC DOT as a good faith gesture toward the 501 Bypass Project. The motion died for lack of majority. Commissioners Jeffers and Kennington voted in favor of the motion. Chairman Clayton, Vice Chairman Puryear and Commissioner Blalock voted in opposition to the motion.

Chairman Clayton stated the \$425 would be allocated to the General Fund.

April 2, 2012

Revenue Stamps \$

DRAINAGE EASEMENT

THIS INSTRUMENT DRAWN BY

Edward Engel

CHECKED BY

Helene David

Return to: Division R/W Agent, NCDOT
815 Stadium Drive
Durham, NC 27704

NORTH CAROLINA
COUNTY OF Person

T.I.P. NO.: R-2241 A
WBS ELEMENT: 34406.2.3
TIP/PARCEL NUMBER: R-2241A 020Z
ROUTE: US 501 Bypass & NC 49

THIS EASEMENT, entered into this the _____ day of _____, 12, by and between PERSON COUNTY 304 South Morgan Street, Roxboro, NC 27573 and the PERSON COUNTY BOARD OF EDUCATION, Lessee, a body corporate, 304 South Morgan Street, Roxboro, NC 27573 hereinafter referred to as the GRANTOR, and the DEPARTMENT OF TRANSPORTATION, an agency of the State of North Carolina, 1546 Mail Service Center, Raleigh, NC 27611, hereinafter referred to as the Department;

WITNESSETH

THAT WHEREAS, the DEPARTMENT desires to construct and maintain a drainage facility through and across the property of GRANTOR,

AND WHEREAS, GRANTOR, recognizing the benefits accruing to their said property through the construction and maintenance by the DEPARTMENT of roads and highways upon or in the vicinity of said property of GRANTOR,

NOW, THEREFORE, in consideration of said benefits, and further consideration of \$ _____ and other valuable considerations, GRANTOR hereby release the DEPARTMENT, its successors and assigns, from any and all claims for damages by reason of the construction and maintenance of said drainage facility across and through the lands of GRANTOR, and GRANTOR hereby give, grant, bargain, sell and convey unto the DEPARTMENT, its successors, and assigns, an easement for the construction and maintenance of a drainage facility across and through the property of GRANTOR located in _____ Roxboro Township, _____ Person County, and being more fully described in a deed recorded in Book 626 _____, Page 716 _____, Person County Registry, said easement being described as follows:

Point of beginning being N 35°11'20.5" W, 16.824 meters from -L- Sta 16+00; thence to a point on a bearing of N 79°52'27.2" E, 18.127 meters; thence to a point on a bearing of N 10°07'32.8" W, 3.029 meters; thence to a point on a bearing of S 80°01'33.5" W, 7.000 meters; thence to a point on a bearing of S 64°33'17.3" W, 11.537 meters; returning to the point and place of beginning. Having an area of approximately 0.009 acre.

The final right of way plans showing the above described area are to be certified and recorded in the Office of the Register of Deeds for said county pursuant to N.C.G.S. 136-19.4, reference to which plans is hereby made for purposes of further description and for greater certainty.

FRM7-N
Page 1 of 3

April 2, 2012

COUNTY: Person WBS ELEMENT: 34406.2.3 TIP/PARCEL NO.: R-2241A 020Z

Said Permanent Drainage easement in perpetuity is for the installation and maintenance of drainage facilities, and for all purposes for which the DEPARTMENT is authorized by law to subject same. The Department and its agents or assigns shall have the right to construct and maintain in a proper manner in, upon and through said premises a drainage facility with all necessary pipes, poles and appurtenances, together with the right at all times to enter said premises for the purpose of inspecting said drainage facility and making all necessary repairs and alterations thereon; together with the right to cut away and keep clear of said drainage facility all trees and other obstructions that may in any way endanger or interfere with the proper maintenance and operation of the same with the right at all times of ingress, egress and regress.

It is understood and agreed that the Department shall have the right to construct and maintain the cut and/or fill slopes in the above-described permanent drainage easement area(s). It is further understood and agreed that Permanent Drainage shall be used by the Department for additional working area during the above described project.

IN ADDITION, and for the aforesaid consideration, the GRANTOR further hereby convey to the DEPARTMENT, its successors and assigns the following described areas and interests:

NONE

This EASEMENT is subject to the following provisions only:

The undersigned property owners request that the Department enter upon our lands outside the right of way to the extent necessary for the reconnection of our driveway and we will have no further claim as a result of said reconnection.

The Person County Board of Education joins in the execution of this document for the purpose of conveying the leasehold interest in the highway right of way and the temporary construction easement as described in this document. The leasehold interest is described in a Lease recorded in Deed Book 642, Page 403 in the Person County Registry of Deeds.

It is understood and agreed that the above consideration is to be dispersed as follows:

Person County

\$ 425.⁰⁰

Person County Board of Education, a body corporate

\$ -0-

There are no conditions to this EASEMENT not expressed herein.

To HAVE AND TO HOLD said perpetual easement for highway purposes unto the DEPARTMENT, its successors and assigns, and the GRANTORS, for themselves, their heirs, successors, executors and assigns, hereby warrant and covenant that they are the sole owners of the property; that they solely have the right to grant the easement; and that they will forever warrant and defend title to the same against the lawful claims of all persons whomsoever;

The Grantor acknowledges that the project plans for Project # 34406.2.3 have been made available to them. The Grantors further acknowledge that the consideration stated herein is full and just compensation pursuant to Article 9, Chapter 136 of the North Carolina General Statutes for the acquisition of the said interests and areas by the Department of Transportation and for any and all damages to the value of their remaining property; for any and all claims for interest and costs; for any and all damages caused by the acquisition for the construction of Department of Transportation Project # 34406.2.3

Person County, and for the past and future use of said areas by the Department of Transportation, its successors and assigns for all purposes for which the said Department is authorized by law to subject the same.

April 2, 2012


COUNTY: Person WBS ELEMENT: 34406.2.3 TIP/PARCEL NO.: R-2241A 020Z

IN WITNESS WHEREOF, GRANTOR, pursuant to a resolution dated 4-2-2012, has caused this instrument to be signed in its corporate name by its CHAIRMAN OF THE PERSON COUNTY BOARD OF COMMISSIONERS, its corporate seal hereto affixed, and attested by its CLERK OF THE PERSON COUNTY BOARD OF COMMISSIONERS, by order of the PERSON COUNTY COMMISSIONERS, this the day and year first above written.

(CORPORATE SEAL)

PERSON COUNTY, NORTH CAROLINA
BY: Jimmy B. Clayton (SEAL)
Chairman of
Person County Board of Commissioners

ATTEST: Brenda B. Reaves
Clerk of
Person County Board of Commissioners

 (Official Seal)	North Carolina, <u>Person</u> County I, <u>Elizabeth A. Farabaugh</u> , a Notary Public for <u>Person</u> County, North Carolina, certify that <u>Brenda B. Reaves</u> personally came before me this day and acknowledged that he/she is the CLERK of the PERSON COUNTY BOARD OF COMMISSIONERS, and that by authority duly given, the foregoing instrument was signed in its name by its CHAIRMAN of the PERSON COUNTY BOARD OF COMMISSIONERS, sealed with its corporate seal, and attested by <u>Brenda B. Reaves</u> as its CLERK. Witness my hand and official seal this the <u>3rd</u> day of <u>April</u> , 20 <u>12</u> . <u>Elizabeth A. Farabaugh</u> Notary Public My commission expires: <u>10/11/2016</u>
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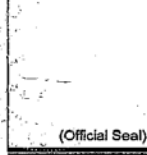
IN WITNESS WHEREOF, GRANTOR, pursuant to a resolution dated 3-12-12, has caused this instrument to be signed in its corporate name by its Chairman of the Person County Board of Education, its corporate seal hereto affixed, and attested by Larry W. Cartier as its Clerk, by order of the Person County Board of Education, this the day and year first above written.

(CORPORATE SEAL)

THE PERSON COUNTY BOARD OF EDUCATION
BY: Larry W. Cartier (SEAL)
Chairman
Person County Board of Education

ATTEST: Larry W. Cartier
Clerk of
Person County Board of Education

ACCEPTED FOR THE DEPARTMENT OF TRANSPORTATION BY:

 (Official Seal)	North Carolina, <u>Person</u> County I, <u>Teresa C. Shotwell</u> , a Notary Public for <u>Person</u> County, North Carolina, certify that <u>Larry W. Cartier</u> personally came before me this day and acknowledged that he/she is the CLERK of the PERSON COUNTY BOARD OF EDUCATION, and that by authority duly given, the foregoing instrument was signed in its name by its CHAIRMAN of the PERSON COUNTY BOARD OF EDUCATION, sealed with its corporate seal, and attested by <u>Larry W. Cartier</u> as its CLERK. Witness my hand and official seal this the <u>12</u> day of <u>March</u> , 20 <u>12</u> . <u>Teresa C. Shotwell</u> Notary Public My commission expires: <u>12-13-14</u>
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April 2, 2012

AGREEMENT FOR ENTRY

RETURN TO: Division R/W Agent - NCDOT
815 Stadium Drive
Durham, NC 27704

STATE OF NORTH CAROLINA
Person COUNTY

TIP NO.: R-2241 A
WBS ELEMENT: 34406.2.3
PARCEL NO: R-2241A 020Z

THIS AGREEMENT made this the _____ day of _____, 20____, by
and between the North Carolina Department of Transportation (hereinafter called the Department) and
PERSON COUNTY 304 South Morgan Street, Roxboro, NC 27573 and the PERSON COUNTY
BOARD OF EDUCATION, Lessee, a body corporate, 304 South Morgan Street, Roxboro, NC 27573
(hereinafter called the owners);

WITNESSETH

THAT WHEREAS, the Department desires to enter certain lands of the owners located in
Roxboro Township, Person County, described as follows:

Point of beginning being N 35°11'20.5" W, 16.824 meters from -L- Sta 16+00; thence to a point on a bearing of
N 79°52'27.2" E, 18.127 meters; thence to a point on a bearing of N 10°07'32.8" W, 3.029 meters; thence to a
point on a bearing of S 80°01'33.5" W, 7.000 meters; thence to a point on a bearing of S 64°33'17.3" W, 11.537
meters; returning to the point and place of beginning. Having an area of approximately 0.009 acre.

Said Permanent Drainage easement in perpetuity is for the installation and maintenance of drainage facilities,
and for all purposes for which the DEPARTMENT is authorized by law to subject same. The Department and its
agents or assigns shall have the right to construct and maintain in a proper manner in, upon and through said
premises a drainage facility with all necessary pipes, poles and appurtenances, together with the right at all
times to enter said premises for the purpose of inspecting said drainage facility and making all necessary
repairs and alterations thereon; together with the right to cut away and keep clear of said drainage facility all
trees and other obstructions that may in any way endanger or interfere with the proper maintenance and
operation of the same with the right at all times of ingress, egress and regress.
It is understood and agreed that the Department shall have the right to construct and maintain the cut and/or fill
slopes in the above-described permanent drainage easement area(s). It is further understood and agreed that
Permanent Drainage shall be used by the Department for additional working area during the above described
project.

The undersigned property owners request that the Department enter upon our lands outside the right of way to
the extent necessary for the reconnection of our driveway and we will have no further claim as a result of said
reconnection.

for the construction of State Highway Project 34406.2.3

WHEREAS, the Department is authorized by G.S. 136-118 to enter into this agreement without filing
the pleadings as set forth in G.S. 136-103.

FRM10-E
Agreement for Entry
Page 1 of 3

*original to L. King
3/2/12*

April 2, 2012

County: Person

TIP No: R-2241 A

Parcel No: R-2241A 020Z

NOW THEREFORE, in consideration of the mutual benefits inuring to all parties to this agreement and in further consideration of the mutual covenants contained herein, the parties to this agreement do hereby agree and consent that the Department, its contractors or agents may enter upon the above described lands for carrying on the work and construction of Project 34406.2.3 in accordance with the plans and specifications on file in its office in Raleigh, North Carolina, and that the Department shall have the same rights for carrying on the work and construction of the project as it would have by filing the pleadings required in North Carolina General Statute 136-103. The Department's right of entry shall be presumed to begin as of the day and year of the entry of this agreement as first above written.

The parties hereto agree that the right of entry granted shall not be deemed a trespass on the owners' property and that the OWNERS DO HEREBY EXPRESSLY WAIVE any claims in the nature of an inverse condemnation against the Department, its contractors or agents resulting from its entry pursuant to this agreement.

IT IS FURTHER AGREED THAT, the Department shall have this right of entry for the purposes herein stated for the PERIOD COMMENCING WITH THE DATE OF THIS AGREEMENT AND CONTINUING THEREAFTER UNTIL THE DEPARTMENT'S ACCEPTANCE OF THE COMPLETED HIGHWAY PROJECT.

During the aforesaid period, the parties hereto shall continue to negotiate a resolution of the owners' claim for compensation for the property to be acquired for this highway project. In the event the Department determines that such negotiations have reached an impasse, the Department shall give written notice thereof to the Owners and may file appropriate proceedings in the Superior Court to determine just compensation as provided in Article 9, Chapter 136 of the General Statutes of North Carolina. Likewise, the Owners may give written notice to the Department that such negotiations have reached an impasse and request the Department to file appropriate proceedings in the Superior Court to determine just compensation as provided in Article 9, Chapter 136 of the General Statutes of North Carolina.

In the event that, as of the date of the acceptance by the Department of the completed highway project, the Department has not filed proceedings pursuant to Article 9, Chapter 136 of the General Statutes or the Owners' claim for just compensation for the property acquired for the highway project has not been otherwise resolved a settlement agreement, the Owners shall have two (2) years following the completion of the highway project in which to proceed to a determination of just compensation in the Superior Court pursuant to Article 9, Chapter 136 of the North Carolina General Statutes.

The Owners do hereby agree and consent that no interest shall accrue against the Department during the period of entry set forth herein and do hereby waive any claims for interest except as may be allowed upon any award of just compensation as set forth in Section 136-113 of the North Carolina General Statutes, and in such case, such interest shall accrue only from the date of the filing of proceedings in the Superior Court pursuant to Article 9, Chapter 136 of the North Carolina General Statutes.

IN WITNESS WHEREOF, GRANTOR, pursuant to a resolution dated 4-2-2012, has caused this instrument to be signed in its corporate name by its CHAIRMAN OF THE PERSON COUNTY BOARD OF COMMISSIONERS, its corporate seal hereto affixed, and attested by its CLERK OF THE PERSON COUNTY BOARD OF COMMISSIONERS, by order of the PERSON COUNTY COMMISSIONERS, this the day and year first above written.

(CORPORATE SEAL)

ATTEST: Brenda B. Reeves
Clerk of
Person County Board of Commissioners

PERSON COUNTY, NORTH CAROLINA
BY: Jimmy B. Clayton (SEAL)
Chairman of
Person County Board of Commissioners

FRM10-E
Agreement for Entry
Page 2 of 3

April 2, 2012

County: PersonTIP No: R-2241 AParcel No: R-2241A 020Z

(Official Seal)	North Carolina, <u>Person</u> County
	I, <u>Elizabeth A. Farabaugh</u> , a Notary Public for
	<u>Person</u> County, North Carolina, certify that
	<u>Brenda B. Reaves</u> personally came
	before me this day and acknowledged that he/she is the CLERK of the
	PERSON COUNTY BOARD OF COMMISSIONERS, and that
	by authority duly given, the foregoing instrument was signed in its name
	by its CHAIRMAN of the PERSON COUNTY BOARD OF
	COMMISSIONERS, sealed with its corporate seal, and attested by
	<u>Brenda B. Reaves</u> as its CLERK.
	Witness my hand and official seal this the <u>3rd</u> day of
	<u>April</u> , 20 <u>12</u> .
	<u>Elizabeth A. Farabaugh</u>
	Notary Public
	My commission expires: <u>10/11/2016</u>

IN WITNESS WHEREOF, GRANTOR, pursuant to a resolution dated 3-12-12, has caused this instrument to be signed in its corporate name by its Chairman of the Person County Board of Education, its corporate seal hereto affixed, and attested by Larry W. Cartha as its Clerk, by order of the Person County Board of Education, this the day and year first above written.

(CORPORATE SEAL)

ATTEST:

Larry W. Cartha, Clerk of
Person County Board of Education

THE PERSON/COUNTY BOARD OF EDUCATION

BY: Larry W. Cartha (SEAL)
Chairman
Person County Board of Education

ACCEPTED FOR THE DEPARTMENT OF TRANSPORTATION BY:

(Official Seal)	North Carolina, <u>Person</u> County
	I, <u>Teresa C. Shottwell</u> , a Notary Public for
	<u>Person</u> County, North Carolina, certify that
	<u>Larry W. Cartha</u> personally came
	before me this day and acknowledged that he/she is the CLERK of the
	PERSON COUNTY BOARD OF EDUCATION, and that by authority
	duly given, the foregoing instrument was signed in its name by its
	CHAIRMAN of the PERSON COUNTY BOARD OF EDUCATION.
	sealed with its corporate seal, and attested by <u>Larry W. Cartha</u>
	as its CLERK.
	Witness my hand and official seal this the <u>12</u> day of
	<u>March</u> , 20 <u>12</u> .
	<u>Teresa C. Shottwell</u>
	Notary Public
	My commission expires: <u>12-13-14</u>

April 2, 2012

Revenue Stamps \$

DEED FOR HIGHWAY RIGHT OF WAY

THIS INSTRUMENT DRAWN BY Edward Conner CHECKED BY Sharon P. Williams

The hereinafter described property ☐ Does ☒ Does not include the primary residence of the Grantor

RETURN TO: Division R/W Agent, NCDOT
815 Stadium Drive
Durham, NC 27704

NORTH CAROLINA

COUNTY OF Person

TAX MAP AND RECORD 71 3 / 15702

T.I.P. NO.: R-2241 A

WBS ELEMENT: 34408.2.3

TIP/PARCEL NUMBER: R-2241A 020

ROUTE: NC 49 and US 501 Bypass

THIS FEE SIMPLE DEED, made and entered into this the 20 day of _____
by and between PERSON COUNTY 304 South Morgan Street, Roxboro, NC 27573 and the PERSON
COUNTY BOARD OF EDUCATION, Lessee, a body corporate, 304 South Morgan Street, Roxboro, NC 27573
hereinafter referred to as GRANTOR, and the NORTH CAROLINA DEPARTMENT OF TRANSPORTATION,
an agency of the State of North Carolina, 1546 Mail Service Center, Raleigh, NC 27611, hereinafter referred
to as the DEPARTMENT,

WITNESSETH

That the GRANTORS, for themselves, their heirs, successors, and assigns, for and in consideration
of the sum of \$ 10,550.00 agreed to be paid by the DEPARTMENT to the GRANTORS, do hereby
give, grant and convey unto the DEPARTMENT, its successors and assigns, in FEE SIMPLE that certain
property located in Roxboro Township, Person County, North Carolina, which is
particularly described as follows:

Point of beginning being N 78°33'34.3" W, 24.807 meters from -L- Sta 16+00; thence to a point on a bearing of
N 79°52'18.9" E, 86.395 meters; thence to a point on a bearing of N 07°11'48.0" W, 5.963 meters; thence
along a curve 186.418 meters and having a radius of 2015.240 meters. The chord of said curve being on a
bearing of S 80°14'15.6" W, a distance of 25.566 meters; thence to a point on a bearing of S 79°52'27.2" W,
62.268 meters; thence to a point on a bearing of S 20°37'10.0" E, 6.226 meters; returning to the point and
place of beginning. Having an area of approximately 0.131 acre.

FRM7-A
Page 1 of 3

April 2, 2012

COUNTY: Person WBS ELEMENT: 34406.2.3 TIP/PARCEL NO.: R-2241A 020

IN ADDITION, and for the aforesaid consideration, the GRANTORS further hereby convey to the DEPARTMENT, its successors and assigns the following described areas and interests:

A Temporary Construction Easement described as follows: Point of beginning being N 02°12'40.8" E, 18.720 meters from -L- Sta 16+00; thence to a point on a bearing of N 86°47'16.3" W, 9.249 meters; thence to a point on a bearing of S 34°25'10.2" W, 4.277 meters; thence to a point on a bearing of N 85°11'34.7" W, 18.072 meters; thence to a point on a bearing of S 20°37'10.0" E, 6.908 meters; thence to a point on a bearing of N 79°52'27.2" E, 62.268 meters; thence along a curve 191.037 meters and having a radius of 2015.240 meters. The chord of said curve being on a bearing of N 80°14'15.6" E, a distance of 25.566 meters; thence to a point on a bearing of N 07°11'48.0" W, 3.863 meters; thence to a point on a bearing of S 80°47'53.8" W, 0.594 meters; thence to a point on a bearing of S 09°24'41.1" E, 0.914 meters; thence to a point on a bearing of S 80°01'33.5" W, 59.228 meters; returning to the point and place of beginning. Having an area of approximately 0.074 acre.

It is understood and agreed that the DEPARTMENT shall have the right to construct and maintain the cut and/or fill slopes in the above-described areas until such time that the property owners alter the adjacent lands in such a manner that the lateral support of the cut and/or fill slopes is no longer needed. Any additional construction areas lying beyond the right of way limits and beyond any permanent easement areas will terminate upon completion of the project.

SPECIAL PROVISIONS. This deed is subject to the following provisions only:

The undersigned property owners request that the Department enter upon our lands outside the right of way to the extent necessary for the reconnection of our driveway and we will have no further claim as a result of said reconnection.

The Person County Board of Education joins in the execution of this document for the purpose of conveying the leasehold interest in the highway right of way and the temporary construction easement as described in this document. The leasehold interest is described in a Lease recorded in Deed Book 642, Page 403 in the Person County Registry of Deeds.

It is understood and agreed that the above consideration is to be dispersed as follows:

Person County	\$10,550.00
Person County Board of Education, a body corporate	\$-0-

The property hereinabove described was acquired by the GRANTORS by instrument(s) recorded in the Person County Registry in Deed Book 626 Page 716.

The final right of way plans showing the above described right of way are to be certified and recorded in the Office of the Register of Deeds for said County pursuant to N.C.G.S. 136-19.4, reference to which plans is hereby made for purposes of further description and for greater certainty.

The Grantors acknowledge that the project plans for Project # 34406.2.3 have been made available to them. The Grantors further acknowledge that the consideration stated herein is full and just compensation pursuant to Article 9, Chapter 136 of the North Carolina General Statutes for the acquisition of the said interests and areas by the Department of Transportation and for any and all damages to the value of their remaining property; for any and all claims for interest and costs; for any and all damages caused by the acquisition for the construction of Department of Transportation Project # 34406.2.3, Person County, and for the past and future use of said areas by the Department of Transportation, its successors and assigns for all purposes for which the said Department is authorized by law to subject the same.

TO HAVE AND TO HOLD the aforesaid premises and all privileges and appurtenances thereunto belonging to the DEPARTMENT, its successors and assigns in FEE SIMPLE, or by easement as indicated, for the past, present and future use thereof and for all purposes which the said Department is authorized by law to subject the same.

And the GRANTORS covenant with the DEPARTMENT, that the GRANTORS are seized of the premises in fee simple, have the right to convey the same in fee simple, or by easement as indicated, that the title thereto is marketable and free and clear of all encumbrances, and that the GRANTORS will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is hereby conveyed subject to the following exceptions:
NONE


COUNTY: Person WBS ELEMENT: 34406.2.3 TIP/PARCEL NO.: R-2241A 020

IN WITNESS WHEREOF, GRANTOR, pursuant to a resolution dated October 17, 2011, has caused this instrument to be signed in its corporate name by its CHAIRMAN OF THE PERSON COUNTY BOARD OF COMMISSIONERS, its corporate seal hereto affixed, and attested by its CLERK OF THE PERSON COUNTY BOARD OF COMMISSIONERS, by order of the PERSON COUNTY COMMISSIONERS, this the day and year first above written.

(CORPORATE SEAL)

PERSON COUNTY, NORTH CAROLINA
BY: James B. Clay (SEAL)
Chairman of
Person County Board of Commissioners

ATTEST: Brenda B. Reaves
Clerk of
Person County Board of Commissioners

 (Official Seal)	North Carolina, <u>Person</u> County I, <u>Angela O. Warren</u> , a Notary Public for <u>Person</u> County, North Carolina, certify that <u>Brenda B. Reaves</u> personally came before me this day and acknowledged that he/she is the CLERK of the PERSON COUNTY BOARD OF COMMISSIONERS, and that by authority duly given, the foregoing instrument was signed in its name by its CHAIRMAN of the PERSON COUNTY BOARD OF COMMISSIONERS, sealed with its corporate seal, and attested by <u>Brenda B. Reaves</u> as its CLERK. Witness my hand and official seal this the <u>17th</u> day of <u>October</u> , 20 <u>11</u> . <u>Angela O. Warren</u> Notary Public My commission expires: <u>1-18-2015</u>
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IN WITNESS WHEREOF, GRANTOR, pursuant to a resolution dated October 13, 2011, has caused this instrument to be signed in its corporate name by its Chairman of the Person County Board of Education, its corporate seal hereto affixed, and attested by Teresa C. Shotwell as its Clerk, by order of the Person County Board of Education, this the day and year first above written.

(CORPORATE SEAL)

THE PERSON COUNTY BOARD OF EDUCATION
BY: Edson D. Hall (SEAL)
Chairman
Person County Board of Education

ATTEST: Teresa C. Shotwell
Clerk of
Person County Board of Education

ACCEPTED FOR THE DEPARTMENT OF TRANSPORTATION BY:

 (Official Seal)	North Carolina, <u>Person</u> County I, <u>Mary Katherine Hall</u> , a Notary Public for <u>Person</u> County, North Carolina, certify that <u>Teresa C. Shotwell</u> personally came before me this day and acknowledged that he/she is the CLERK of the PERSON COUNTY BOARD OF EDUCATION, and that by authority duly given, the foregoing instrument was signed in its name by its CHAIRMAN of the PERSON COUNTY BOARD OF EDUCATION, sealed with its corporate seal, and attested by <u>Teresa C. Shotwell</u> as its CLERK. Witness my hand and official seal this the <u>27th</u> day of <u>October</u> , 20 <u>11</u> . <u>Mary Katherine Hall</u> Notary Public My commission expires: <u>04-21-2013</u>
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**RELOCATION OF PERSON AREA TRANSPORTATION SYSTEM (PATS)
DEPT:**

Transportation Manager, Kathy Adcock and General Services Director, Ray Foushee requested the Board to approve the relocation plan for the PATS Department effective 7/1/12. Ms. Adcock and Mr. Foushee presented the plan to relocate from the County Office Building to the Roxboro Square Shopping Center (near the Human Services Building). Some reasons that promote the proposed move are:

- 1) Office area located within sight of bus parking lot
- 2) Easily accessible (street level, wheel chair access)
- 3) Provides rest area for drivers when not working
- 4) Provides training area for drivers
- 5) Provides adequate room for new radio system and camera system
- 6) Supported significantly by NCDOT
- 7) Provides enhanced advertisement potential
- 8) DOT grants cover 90% of associated costs
- 9) Room to grow or expand

Ms. Adcock and Mr. Foushee proposed a 5 year lease with Brixmor (same lesser as Human Services Building) illustrating the cost structure on the below chart. Ms. Adcock noted the space was formerly occupied by Fuller's Tae Kwon Do and is located near the Mayflower Restaurant. The utilities are all electric. The costs for this lease are covered in the NC DOT grant program at 90% with a 10% local share. The lesser (Brixmor) offered to provide a one time allowance of up to \$10,500 to up-fit the area to county specifications.

Cost Associated with
PATS Move to Roxboro Square Shopping Center

	Year 1	Year 2	Year 3	Year 4	Year 5	5 Year Total
Annual Lease	20,748.00	21,180.00	21,612.00	22,068.00	22,536.00	108,144.00
Annual Utilites	3,600.00	3,600.00	3,600.00	3,600.00	3,600.00	18,000.00
Annual Supplies	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	6,000.00
IT Cost (one time)	7,500.00					7,500.00
Furniture (one time)	2,000.00					2,000.00
Total Costs	35,048.00	25,980.00	26,412.00	26,868.00	27,336.00	141,644.00
County Cost (10%) Annual	3,505.00	2,598.00	2,641.00	2,687.00	2,734.00	14,164.00
County Cost Monthly	292.08	216.5	220.08	223.92	227.83	

April 2, 2012

Commissioner Kennington asked Ms. Adcock and Mr. Foushee if the contract has been negotiated. Mr. Foushee confirmed there was no negotiation. Commissioner Kennington stated his support for a negotiated contract as the county is a major tenant currently paying \$1.2 million annually in rent as well as questioned the status of the space needs assessment.

Commissioner Jeffers advocated for NC DOT willingness to donate 90% toward the proposed relocation noting his support of the proposed relocation.

County Manager, Heidi York and Mr. Foushee told the Board of their plans to negotiate the contract however wanted only to pursue negotiation if the Board was in favor of the project.

It was the consensus of the Board to bring back this item for consideration at the Board's April 16, 2012 meeting to allow more time for a negotiated contract.

BOARDS AND COMMITTEES APPOINTMENTS:

Clerk to the Board, Brenda Reaves requested the Board's consideration to remove individuals from the Adult Care Home Community Advisory Committee as well as the Nursing Home Advisory Committee per the memorandum dated March 16, 2012 from Kimberly Hawkins, Regional Ombudsman for Kerr Tar Regional Council of Governments. Applications were also presented that resulted of interest through the long term care ombudsman program and not a result of an advertisement in the paper.

- Adult Care Home Community Advisory Committee
Remove per Members Request:
1) Judy Gentry & 2) Nancy Cates

Consider Board nomination for appointment to fill the two vacancies created by the resignations for an initial one-year term (to 6/30/13):

- 1) Lydia Royster, 2) Cornelia Jay & 3) Dorothy Outlaw

- Nursing Home Advisory Committee
Remove per Member Request:
1) Nancy Cates

Consider Board nomination for appointment to fill the one vacancy created by the resignation for an initial one-year term (to 6/30/13):

- 1) Cornelia Jay & 2) Dorothy Outlaw

A **motion** was made by Chairman Clayton, **seconded** by Commissioner Kennington, and **carried 5-0** to remove both Judy Gentry and Nancy Cates from the Adult Care Home Community Advisory Committee membership as well as remove Nancy Cates from the membership of the Nursing Home Advisory Committee and to appoint Lydia Royster, and Cornelia Jay to the Adult Care Home Community Advisory Committee for a term to June 30, 2013 and Dorothy Outlaw to the Nursing Home Advisory Committee for a term to June 30, 2013.

NC ASSOCIATION OF COUNTY COMMISSIONERS' KEY LEGISLATIVE ISSUES FOR THE 2012 SHORT SESSION:

Chairman Clayton led the group in discussion related to the NC Association of County Commissioners (NCACC) three key issues for counties for the 2012 Short Session which begins on May 16. The Legislative Goals Committee notes the importance for counties to focus on the following three key issues:

1. State Budget: Increase County Lottery Funds and Restore Mental Health Funding
2. Allow Human Services Administrative Flexibility
3. Authorize County Broadband Public/Private Partnerships

NCACC will bring the results of county discussions with legislators to upcoming NCACC District Meetings in April. There will be a NCACC District Meeting in Person County on April 24, 2012 at Piedmont Community College in the room S-100 from 5:30 – 8:00 pm with dinner included. There is no fee to attend, however registration is required for meal purposes. Commissioner Jeffers encouraged all Board members to attend the Person County District Meeting as well as the upcoming County Assembly Day.

REQUEST FOR 3-YEAR RENEWAL OF AUDIT CONTRACT FOR FISCAL YEARS 2012-2014:

Finance Director, Amy Wehrenberg told the Board that Mr. James Winston of Winston, Williams, Creech, Evans & Company, LLP (Oxford, NC), has proposed to perform audit services for Person County for a three-year term representing fiscal years ending June 30, 2012 through June 30, 2014. Given the auditor's highly competitive bid estimates, Ms. Wehrenberg requested the Board's consideration for renewal of the contract noting the current year is the third year that the auditor has held his cost estimate flat for Person County as shown in the first year of this contract. Ms. Wehrenberg stated there are very few audit firms that are licensed to provide these services in North Carolina and this firm is, in fact, the closest in proximity to Person County compared to other known firms. Ms. Wehrenberg stated there are currently no audit firms in Person County that are certified to perform these services.

Audit Proposal for Person County:

Fiscal Year 2011-2012: \$43,300

Fiscal Year 2012-2013: \$44,600

Fiscal Year 2013-2014: \$45,937

Fiscal Year 2010-2011 Comparison:

Person County's Audit Contract:	\$43,300
County population group (avg.):	\$45,161
All counties, statewide (avg.):	\$51,800

A **motion** was made by Commissioner Kennington, **seconded** by Vice Chairman Puryear, and **carried 5-0** to approve Winston, Williams, Creech, Evans & Company, LLP's proposal for a three-year contract renewal for Person County's audit services for fiscal years ending June 30, 2012 through June 30, 2014.

Contract to Audit Accounts (cont.) Person County

(Name of unit)

shall not be paid by the Governmental Unit until the invoice has been approved by the Secretary of the Local Government Commission. (This also includes any progress billings.) [G.S. 159-34 and 115C-447] The process for invoice approval has changed. All invoices for Audit work must be submitted by email in PDF format to the Secretary of the Local Government Commission for approval. The invoices must be emailed to: lge.invoice@nctreasurer.com. Email Subject line should read "unit name - invoice." The PDF invoice marked approved with approval date will be returned by email to the Auditor for them to present to the Local Government Unit for payment. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.

9. In consideration of the satisfactory performance of the provisions of this agreement, the Governmental Unit shall pay to the Auditor, upon approval by the Secretary of the Local Government Commission, the following fee, which includes any cost the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (Federal and State grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts:

Year-end bookkeeping assistance – *[For audits subject to Government Auditing Standards, this is limited to bookkeeping services permitted by revised Independence Standards]*

Audit \$43,300

Preparation of the annual financial statements

10. The auditor working with a local governmental unit that has outstanding revenue bonds will include in the notes to the audited financial statements, whether or not required by the revenue bond documents, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the auditor should be aware that any other bond compliance statements or additional reports required in the authorizing bond documents need to be submitted to the Local Government Commission simultaneously with the local government's audited financial statements unless otherwise specified in the bond documents.
11. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include but not be limited to the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the governmental unit and all of its component units prepared in accordance with generally accepted accounting principles, (c) supplementary information requested by the client or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board as soon as practical after the close of the accounting period.
12. If the audit firm is required by the NC CPA Board or the Secretary of the Local Government Commission to have a pre-issuance review of their audit work, there must be a statement added to the engagement letter specifying the pre-issuance review including a statement that the Unit of Government will not be billed for the pre-issuance review. The pre-issuance review must be performed prior to the completed Audit being submitted to the Local Government Commission. The pre-issuance report must accompany the audit report upon submission to the Local Government Commission.
13. The Auditor shall electronically submit the report of audit to the Local Government Commission when (or prior to) submitting the invoice for services rendered. The report of audit, as filed with the Secretary of the Local Government Commission, becomes a matter of public record for inspection and review in the offices of the Secretary by any interested parties. Any subsequent revisions to these reports must be sent to the Secretary of the Local Government Commission. These audited financial statements are used in the preparation of Official Statements for debt offerings (the auditors' opinion is not included), by municipal bond rating services, to fulfill secondary market disclosure requirements of the Securities and Exchange Commission, and other lawful purposes of the government, without subsequent consent of the auditor. If it is determined by the Local Government Commission that corrections need to be made to the unit's financial statements they should be provided within three days of notification unless, another time frame is agreed to by the Local Government Commission.

The Local Government Commission's process for submitting audit reports is subject to change. Auditors should use the submission process in effect at the time of submission.

In addition, if the North Carolina Office of the State Auditor designates certain programs to be audited as major programs, a turnaround document and a representation letter addressed to the State Auditor shall be submitted to the Local Government Commission.

14. The auditor can be reached for matters concerning this contract at the following email address: winston@wwcecpa.com
The finance officer or other responsible employee/official can be reached for matters concerning this contract at the following email address: amyw@personcounty.net
15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the Local Government Commission, this agreement

April 2, 2012

Contract to Audit Accounts (cont.)

Person County

(Name of unit)

may be varied or changed to include the increased time and/or compensation as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be varied or changed for any reason, the change must be made in writing, signed and dated by all parties and pre-audited if the change includes a change in audit fee. This document and a written explanation of the change must be submitted by email in PDF format to the Secretary of the Local Government Commission for approval. The portal address to upload your amended contract and Letter of explanation documents is <http://nctreasurer.slgfd.leapfile.net>. No change shall be effective unless approved by the Secretary of the Local Government Commission, the Governing Board, and the Auditor.
17. Whenever the Auditor uses an engagement letter with the client, Item 18 is to be completed by referencing the engagement letter and attaching a copy of the engagement letter to the contract to incorporate the engagement letter into the contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract will control. Engagement letter terms are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 23 of this contract. Engagement letters containing indemnification clauses will not be approved by the Local Government Commission.
18. Special provisions should be limited. Please list any special provisions in an attachment.
19. A separate contract should not be made for each division to be audited or report to be submitted. A separate contract must be executed for each component unit which is a local government and for which a separate audit report is issued.
20. The contract must be executed, pre-audited, physically signed by all parties and submitted in PDF format including unit and auditor signatures to the Secretary of the Local Government Commission. The portal address to upload your contractual documents is <http://nctreasurer.slgfd.leapfile.net>. Electronic signatures are not accepted at this time.
21. The contract is not valid until it is approved by the Local Government Commission. The staff of the Local Government Commission shall notify the unit and auditor of contract approval by email. The audit should not be started before the contract is approved.
22. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the Local Government Commission.
23. All of the above paragraphs are understood and shall apply to this agreement, except the following numbered paragraphs shall be deleted: (See Item 17.)

Audit Firm Signature:

Firm Winston, Williams, Creech, Evans & Company, LLP

By James P. Winston, II CPA

(Please type or print name)


 (Signature of authorized audit firm representative)

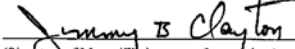
Email Address: winston@wwcecpa.com

Date 3-14-12

Unit Signatures:

By Jimmy B. Clayton, Chairman

(Please type or print name and title)


 (Signature of Mayor/Chairperson of governing board)

Date 4/2/2012

Email Address jimmyb60@embargoemail.com

Date Governing Body Approved Audit Contract

4/2/2012

Unit Signatures (continued):

By N/A

(Chair of Audit Committee- please type or print name)

(Signature of Audit Committee Chairperson)

Date

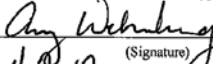
(If unit has no audit committee, this section should be marked "N/A.")

Email address

This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act. Additionally, the following date is the date this audit contract was approved by the governing body.

Amy Wehrenberg

Governmental Unit Finance Officer (Please type or print name)


 (Signature)

Date 4-2-12

(Preaudit Certificate must be dated.)

Email address amyw@personcounty.net

April 2, 2012

BUDGET AMENDMENT:

Finance Director, Amy Wehrenberg presented and explained the following Budget Amendment.

Upon a motion by Commissioner Blalock, and a second by Vice Chairman Puryear and majority vote (5-0), the Board of Commissioners of Person County does hereby amend the Budget of the Fund(s) listed below on this, the 2nd day of April 2012, as follows:

<u>Dept./Acct No.</u>	<u>Department Name</u>	<u>Amount</u> Incr / (Decr)
<u>EXPENDITURES</u>	<u>General Fund</u>	
	Public Safety	16,041
	Human Services	11,050
	Transportation	19,246
	Economic & Physical Development	5,363
	<u>Person Industries/MRF Fund</u>	3,067
<u>REVENUES</u>	<u>General Fund</u>	
	Intergovernmental Revenues	31,796
	Charges for Services	12,761
	Other Revenues	7,143
	<u>Person Industries/MRF Fund</u>	
	Intergovernmental Revenues	3,067

Explanation:

Appropriating Concealed Weapons revenue in the Sheriff's department (\$11,290); Jail Concessions & Medical reimbursement for costs incurred in the Detention Center (\$1,023); Rural Operating Assistance Program funds received for the Senior Center (\$6,800), PATS (\$19,246) and Social Services (\$4,250); revenue received for the sale of inmate telephone cards (\$3,280); Rabies Vaccination fees to cover costs in Animal Control (\$448); appropriating Farmer's Market Grant proceeds and donations for expenses in Cooperative Extension (\$5,363); and received Electronics Management Program Tax for costs in Person Industries/MRF Fund (\$3,067).

April 2, 2012

CHAIRMAN'S REPORT:

Chairman Clayton reported the following:

- April 3, 2012 at 5:30 pm Arts Council event at the Kirby
- April 5, 2012 Public Health Breakfast
- April 5, 2012 Stormwater meeting
- Effective April 2, 2012, Orange, Person, Chatham Mental Health no longer exists and is now a part of PBH

MANAGER'S REPORT:

County Manager, Heidi York reported the following:

- Health Department was awarded a grant in the amount of \$3,100 to establish a community garden noting the plan to work with Parks & Recreation to hopefully have the garden at the Green Space adjacent to the County Office Building. A committee will be set up for this project and with plans to include the Girl Scouts as well. The garden will consist of four 4x8 raised bed plots to grow produce to donate to the Christian Help Center, Earl Bradsher Preschool and home day care centers. An additional \$750 is also expected for next fiscal year. An opening ceremony would also be planned. Ms. York asked the Board of their consensus for this project to go forward. All Board members nodded approval for the project.
- Announced the scheduled joint meeting with the Board of Education on April 16, 2012 at 6:00 pm in the County Auditorium.

COMMISSIONER REPORT/COMMENTS:

Commissioner Kennington stated he, Chairman Clayton and Vice Chairman Puryear attended Morgan Long's Girl Scout award ceremony on April 1, 2012 at Mayo Park noting Ms. Long is the sixth Person County recipient in the last 100 years to attain Girl Scouting's highest award. Commissioner Kennington congratulated the Long family noting Ms. Long's two brothers were both Eagle Scouts. Commissioner Kennington asked the Arts, Parks & Recreation Director, John Hill to explain the fishing program that Ms. Long started as her gold award project. Mr. Hill stated the fishing program is called MoLo Fishing for residents with special needs. Mr. Hill named many projects that have been completed through cooperation of the Girls and Boy Scouts of Person County. Vice Chairman Puryear thanked Mr. Hill for the cooperative coordination the Park & Recreation Department has given to the many scouting projects and requested the same coordination in the future.

Commissioner Blalock noted the wonderful event held for the Vietnam Veterans and thanked the Rotary Club and any county efforts toward making the trip successful.

Commissioner Jeffers stated his regret for not attending Ms. Long's award ceremony noting he and Mayor Newell attended Reformation Christian Center on April 1, 2012 (recently located into the old Sears building beside Golden Corral) noting the church will offer community programs. Commissioner Jeffers stated he was asked to serve on the SEDS Committee for the COG but their meeting dates will conflict with his DSS committee meetings. Chairman Clayton noted he could attend, however, if anyone wanted to represent Person County to let him know. Commissioner Jeffers requested staff to provide Board members with a list of available shelters in Person County.

Vice Chairman Puryear extended congratulations to Morgan Long and her family as well as thanked those who attended the recent Jaycees event awarding the Distinguished Service Awards noting Brett Carver received the Community Service Award. Vice Chairman Puryear also thanked those who attended the Mayor's Prayer Breakfast at Long Memorial.

Chairman Clayton recognized Rotary Club member, Tim Chandler in the audience for the great trip for the veterans on March 31, 2012 noting the veterans were very appreciative of the recognition.

ADJOURNMENT:

A **motion** was made by Vice Chairman Puryear, **seconded** by Commissioner Kennington, and **carried 5-0** to adjourn the meeting at 8:16 p.m.

Brenda B. Reaves
Clerk to the Board

Jimmy B. Clayton
Chairman