

**THE BOARD OF COUNTY COMMISSIONERS
DURHAM, NORTH CAROLINA**

Monday, December 13, 2004
and
Tuesday, December 14, 2004

MINUTES

Place: Commissioners' Room, second floor, Durham County Government Administrative Complex, 200 E. Main Street, Durham, NC

Present: Chairman Ellen W. Reckhow, Vice-Chairman Becky M. Heron, and Commissioners Lewis A. Cheek, Becky M. Heron, and Michael D. Page

Absent: None

Presider: Chairman Reckhow

4:00 P.M. Closed Session

Chairman Reckhow asked the County Attorney to advise the newly elected Commissioners as to Closed Session protocol.

County Attorney Chuck Kitchen conveyed that Closed Sessions are held for Board discussion concerning matters not to be shared with the public until an appropriate time. Closed Sessions reduce liability or potential liability for the County. Closed Session minutes are made public when the purpose of the Closed Session will not be frustrated.

Commissioner Cheek moved, seconded by Vice-Chairman Heron, to adjourn into closed session pursuant to G.S. 143.318.11(a)(6) to consider the initial appointment of a public officer.

The motion carried unanimously.

7:00 P.M. Regular Session

Opening of Regular Session—Pledge of Allegiance

Durham County Major Accomplishments—2004

Chairman Reckhow noted that each Commissioner received a copy of "Durham County Major Accomplishments 2004". Copies would also be included with tax listing forms mailed to citizens at the end of December. Chairman Reckhow thanked staff members for their hard work during the year, stating that most of the accomplishments were due to staff's efforts.

Durham County Major Accomplishments 2004

- Tax collection rate increase to 98.06%, the highest percentage in recent history
- Retention of the County's AAA bond rating
- Completion of the County's Parking Deck for the American Tobacco Project
- Groundbreaking for Merck Pharmaceuticals
- Implementation of a statewide intelligence database, hosted by the Durham County Sheriff's Office and the Durham Police Department
- Reduction of Durham's infant mortality rate to 4.7 deaths per 1,000 live births, a historical low
- Recognition of Durham County government by the U.S. Environmental Protection Agency as one of America's Best Workplaces for Commuters
- Groundbreaking for the East Branch Library
- Received the Ralph W. Ketner Productivity Award from the North Carolina Association of County Commissioners for the System of Care - an integrated network of community services and resources supported by active teamwork among families, professionals and the community
- Awarded the National Act of Caring Award for teen literacy/GED program with the Durham Literacy Council
- Adoption of a Living Wage Ordinance requiring a living wage to be paid to all full-time employees including all contracted service providers' full-time employees
- Opening of renovated former YMCA childcare facility for Headstart
- Groundbreaking for the new Senior Center
- Completion of the Agricultural Building renovation
- Implementation of a City-County Initiative of eight Results Based Accountability community taskforces in the areas of: Health; Safety; Prosperous Economy; Healthy Environment; Vibrant & Diverse Communities; Children Ready for and Succeeding in School; Adequate, Safe, Affordable Housing; Sustainable, Thriving Neighborhoods with Efficient and Well-maintained Infrastructure
- Opening of the Little River Regional Park, jointly owned and operated with Orange County, consisting of 391 acres including over seven miles of hiking trails and seven miles of mountain biking trails
- Construction contracts awarded and design work completed for the North and East Regional Branch Libraries
- Awarded a \$170,000 NC Clean Water Management Trust Fund Grant to assist with the acquisition of 50 acres of open space on the South Fork of the Little River
- Received three North Carolina Association of County Commissioners Outstanding County Program Awards for the Tooth Ferry, Color Me Healthy, and Neighborhood College Programs
- Acquisition of the Lowe's Grove School site for the South Regional Library
- Received a federal farmland grant for \$251,000 to assist with the preservation of 158 acres of farmland in northern Durham County
- Construction contract awarded for Stanford L. Warren Library renovations
- Completion of the renovation and addition for the Animal Shelter
- Received a \$104,000 grant from the NC Governor's Crime Commission to reduce truancy in the Durham Public Schools

- Graduated 347 jail inmates from intensive drug treatment through the Criminal Justice Resource Center's STARR Program

Agenda Adjustments

- Addition to Closed Session—Position to be taken on the terms of a possible acquisition of property known as the Preserve at Erwin Trace, PIN # 0801-03-12-7186 (Appended by Interim County Manager Wendell Davis)

Minutes

Vice-Chairman Heron moved, seconded by Commissioner Cousin, to approve as corrected the September 27, 2004 BOCC/DPS Joint Meeting Minutes.

The motion carried unanimously.

Commissioner Cousin moved, seconded by Commissioner Cheek, to approve as submitted the November 22, 2004 Regular Session Minutes of the Board.

The motion carried unanimously.

Announcement—Closed Session

Chairman Reckhow announced that the 4:00 p.m. Closed Session resulted in no action being taken by the Board; however, the Closed Session would resume December 14 (tomorrow) at 4:30 p.m. A motion for continuation would be required prior to adjournment of this meeting.

Resolution for “The Durham Bill of Rights Defense Committee”

On September 22, 2003, the Board of Commissioners adopted a Bill of Rights Defense Resolution in reaction to the USA Patriot Act. The Durham Bill of Rights Defense Committee requested that the adopted resolution be reaffirmed.

Chairman Reckhow read the resolution into the record:

RESOLUTION

WHEREAS, Durham County is committed to the human rights of its citizens and to actions that preserve and protect those rights; and

WHEREAS, Durham County recognizes and respects the civil rights and liberties guaranteed to all by the Bill of Rights; and

WHEREAS, Durham County is committed to upholding the civil rights and civil liberties of all persons in Durham and their free exercise and enjoyment of any and all rights and

privileges secured by the Constitutions and the laws of the United States and the State of North Carolina; and

WHEREAS, rights such as freedom of religion, of speech, of the press, and of association, and the right to disagree with governmental policies; and

WHEREAS, the right to privacy within one's home, free of searches and seizures in the absence of probable cause, or specific evidence of criminal behavior; and

WHEREAS, the rights to be informed of charges made, to counsel, to reasonable bail, and to a fair trial by jury; and

WHEREAS, the right to humane treatment under all circumstances, including when arrested or jailed, should all be upheld; and

WHEREAS, the Bill of Rights Defense Resolution adopted by the Durham County Commissioners on September 22, 2003 shall be re-affirmed:

NOW, THEREFORE, BE IT RESOLVED that we, the members of the Durham County Board of Commissioners, do hereby affirm our support of

THE DURHAM BILL OF RIGHTS DEFENSE COMMITTEE

and the basic rights outlined above, for all residents of Durham County.

This the 13th day of December, 2004.

Joan Walsh, Co-Chairman of the Durham Bill of Rights Defense Committee, accepted the resolution, expressing gratitude to Chairman Reckhow and the Durham County Commissioners for their continued commitment to preserving human rights and freedoms.

Recognition of the County's Receipt of the System of Care Programs of Excellence Award for 2004

Chairman Reckhow stated that Durham County's System of Care (SOC) was recently recognized at the statewide mental health conference. Durham has made significant progress in implementing the SOC to assure that children have access to services and supports needed for success at home, in school, and in the community. This is being accomplished through a team decision-making framework that includes: 1) Durham Directors working together to provide top-level leadership and local SOC policies; 2) a SOC Council of Assistant Director staff from participating agencies who refine operational and policy aspects of the system; 3) a Community Collaborative that assesses service gaps and needs and establishes effective partnerships to provide community-based services; 4) Care Review Teams that provide additional support in complicated family situations; and 5) over 600 individual Child and Family Teams, who work collaboratively with each family and their support persons to

implement individualized service plans. The SOC serves many in-county children who, in the past, were served out-of-county, resulting in considerable cost savings to the County.

The State is considering Durham's SOC as a model program, which won the Ralph Ketner Employee Productivity Award at the North Carolina Association of County Commissioners Annual Conference in Asheville this summer.

Chairman Reckhow asked Interim Area Director Ellen Holliman for comments.

Ms. Holliman expressed that she was honored to represent The Durham Center, as well as other agencies that contributed to receipt of the award. Effective services to children and families are made possible through a collective commitment of public and private agencies and community partners. This award speaks well for the Durham County community and for the agencies and partners involved.

Chairman Reckhow read the wording on the plaques to be presented:

North Carolina Council of Community Programs
Partnerships to Improve Services
2004 Programs of Excellence Award
Presented to
Durham Center System of Care
Durham's System of Care Promotes Shared Responsibility and Accountability for
Family-Centered Planning, Services, and Supports.
December 2, 2004
By
NC Council of Community Mental Health, Developmental Disabilities, and Substance Abuse
Programs

Representatives from The Durham Center, Durham Public Schools, Department of Social Services, Durham Family Court, and Department of Juvenile Justice and Delinquency Prevention came forward and accepted their plaques. (Representatives from the Department of Public Health and Duke's Center for Child and Family Policy were not present.)

Chairman Reckhow thanked persons responsible for the System of Care initiative and applauded them for being granted the Programs of Excellence Award for 2004. She shared that the Commissioners decided during the FY04-05 budget process to reinvest \$225,000 in savings to expand the outreach and program by hiring additional staff.

Presentation of Anchor Awards to County Engineer Glen Whisler, Project Manager Peri Manns, Senior Project Manager Ademola Shobande, and Utility Division Manager Chuck Hill

Chairman Reckhow commented that staff from the County's Engineering Department has done a yeoman's job managing many County projects over the past two years. She recognized Interim County Manager Wendell Davis who made the Anchor Award nominations.

Mr. Davis related that the County's Engineering Department, under the leadership of Mr. Glen Whisler, has consistently performed at a high level with limited staff. Mr. Whisler's group, which includes Project Manager Peri Manns and Senior Project Manager Ademola Shobande, aided by Utility Division Manager Chuck Hill, has completed several critical projects within the past two years, including the Agricultural Building renovation, Wastewater Treatment Plant expansion, Downtown Durham YMCA Childcare Center for Operation Breakthrough renovation, Urban Ministries Homeless Shelter expansion, Judicial Annex renovation, and design of the Stanford Warren Library renovations and new East Regional Library. The group of employees also played a role in the opening of Little River Regional Park on December 5. Interim County Manager Davis stated that the group has gone beyond what is required of them.

Chairman Reckhow invited Glen Whisler, Peri Manns, Ademola Shobande, and Chuck Hill to come forward and receive their Anchor Award plaques, along with their \$200 checks and congratulations.

Chairman Reckhow announced that one additional staff person was approved for the Engineering Department during the FY04-05 budget process.

Consent Agenda

Commissioner Cousin moved, seconded by Commissioner Cheek, to approve the following consent agenda items:

- *a. Property Tax Releases and Refunds for Fiscal Year 2004-05 (accept the report for November 2004 and authorize the Tax Assessor to adjust the tax records as outlined);
- *b. Budget Ordinance Amendment No. 05BCC000023— Social Services (approve \$5,921 in additional funding for Durham's Home and Community Care Block Grant);
- c. Amendment to the Contract between Triangle J Council of Governments and Durham County (approve the contract extension);
- d. Lease of the Animal Shelter and Amendment to APS Service Contract (approve the Lease and the Amendment and authorize the Manager to execute);
- *e. Durham Board of County Commissioners' 2005 Meeting Schedule (approve the schedule as presented);
- f. Stormwater Agreements for the North Regional Branch Library and Durham Center for Senior Life Projects (approve and authorize the Manager to execute);
- g. Extension of the Listing Period for Business Personal Property (delegate the Tax Assessor authority to grant

- extensions until March 15, 2005 for business personal property owners who request in writing);
- *h. Stanford L. Warren Branch Library Project—Right of Way Dedication and Plat (approve the Dedication and corresponding Plat which will be recorded in the Durham County Register of Deeds Office);
 - *i. Amendment to Articles of Incorporation for Durham County Hospital Corporation (approve the Resolution);
 - *j. Release of Property from Judgment (approve the release of 12 Fisher Place from the current judgment);
 - k. Request for Exemption to Competitive Bidding Law for Purchase of Used Goods (exempt the Division of Emergency Management for the purchase of used Motorola digital radios and additional accessories from Motorola Inc.; authorize the Manager to enter into a Purchase of Goods contract with Motorola for \$129,000.08);
 - *l. Confirmation of Appointees to the Durham Cultural Master Plan Advisory Board (approve and confirm the appointees);
 - m. Designation of Voting Delegate to the Legislative Goals Conference (appoint Chairman Reckhow as the voting delegate and Vice-Chairman Heron as the alternate delegate);
 - n. Board and Commission Appointment (appoint Anna P. Andrews to the Farmland Advisory Board to represent the Eno Voluntary Agricultural District);
 - p. Lease Renewal (The Durham Center) (approve a new lease with N.C. Mutual for 501 Willard Street from December 1, 2004 through November 30, 2007, at a rate of \$13,376.98 per month);
 - *q. Offer to Purchase County Property (pursue the upset bid process for the sale of 2100 Charles Street);
 - *s. Extension of Civic Center Management and Catering Agreements (enter into the Agreements with the City of Durham and the Shaner Hotel Group Properties Two Limited Partnership extending the term of the current Agreements to February 28, 2005); and
 - *t. Capital Project Ordinance Amendment No. 05CPA000008—DC083 Open Space and Farmland Preservation Capital Project (approve to increase the Project from \$700,000 to \$1,121,000 to reflect two grant awards to the County).

The motion carried unanimously.

*Documents related to these items follow:

Consent Agenda Item No. a. Property Tax Releases and Refunds for Fiscal Year 2004-05 (accept the report for November 2004 and authorize the Tax Assessor to adjust the tax records as outlined).

Due to property valuation adjustments for over assessments, listing discrepancies, duplicate listings, and clerical errors, etc., the report details releases and refunds for the month of November 2004.

Releases & Refunds for 2004 Taxes:

Real Estate	\$	72,393.99
Personal	\$	14,564.31
Registered Vehicles	\$	20,978.19
Vehicle Fees	\$	210.00
Solid Waste Fees	\$	<u>300.00</u>
Total for 2004 Taxes and Fees	\$	108,446.49

Prior years' (1999-2003) releases and refunds for November 2004 are for \$4,210.47.

The total current year and prior years' releases and refunds amount to \$112,656.96.

(Recorded in Appendix A in the Permanent Supplement of the December 13, 2004 Regular Session Minutes of the Board.)

Consent Agenda Item No b. Budget Ordinance Amendment No. 05BCC000023—Social Services (approve \$5,921 in additional funding for Durham's Home and Community Care Block Grant).

DURHAM COUNTY, NORTH CAROLINA
FY 2004-05 Budget Ordinance
Amendment No. 05BCC000023

BE IT ORDAINED BY THE COMMISSIONERS OF DURHAM COUNTY that the FY 2004-05 Budget Ordinance is hereby amended to reflect budget adjustments.

Revenue:

<u>Category</u>	<u>Current Budget</u>	<u>Increase/Decrease</u>	<u>Revised Budget</u>
<u>GENERAL FUND</u> Intergovernmental	\$259,827,050	\$5,921	\$259,832,971

Expenditures:

<u>Activity</u>			
<u>GENERAL FUND</u> Human Services	\$318,730,394	\$5,921	\$318,736,315

All ordinances and portions of ordinances in conflict herewith are hereby repealed.

This the 13th day of December, 2004.

Consent Agenda Item No. e. Durham Board of County Commissioners' 2005 Meeting Schedule (approve the schedule as presented).

January 3 Worksession	July 25 Regular Session
January 10 Regular Session	August 1 Worksession
January 24 Regular Session	August 8 Regular Session
February 7 Worksession	August 22 Regular Session
February 14 Regular Session	Sept. 6 Worksession (Tuesday)
February 28 Regular Session	September 12 Regular Session
March 7 Worksession	September 26 Regular Session
March 14 Regular Session	October 3 Worksession
March 28 Regular Session	October 10 Regular Session
April 4 Worksession	October 24 Regular Session
April 11 Regular Session	November 7 Worksession
April 25 Regular Session	November 14 Regular Session
May 2 Worksession	November 28 Regular Session
May 9 Regular Session	December 5 Worksession
May 23 Regular Session	December 12 Regular Session
June 6 Worksession	
June 13 Regular Session	
June 27 Regular Session	

Consent Agenda Item No. h. Stanford L. Warren Branch Library Project—Right of Way Dedication and Plat (approve the Dedication and corresponding Plat which will be recorded in the Durham County Register of Deeds Office).

LEGAL DESCRIPTIONS

SIMMONS STREET R/W DEDICATION

BEGINNING AT A POINT AT THE INTERSECTION OF THE NORTHERN R/W LINE OF SIMMONS STREET (A 50' WIDE PUBLIC R/W) AND THE EASTERN R/W LINE OF FAYETTEVILLE STREET (A VARIABLE WIDTH PUBLIC R/W) THENCE RUNNING N13°47'47"E A DISTANCE OF 1.67 FEET TO A POINT, THENCE RUNNING S83°43'33"E A DISTANCE OF 38.81 FEET TO A POINT, THENCE RUNNING N86°09'15"W A DISTANCE OF 39.06 FEET TO THE POINT AND PLACE OF BEGINNING, CONTAINING AN AREA OF 32 SQUARE FEET, AS SHOWN ON THE PLAT ENTITLED "FINAL PLAT OF RECOMBINATION AND R/W DEDICATION FOR THE STANFORD L. WARREN BRANCH DURHAM PUBLIC LIBRARY" PREPARED BY TRIANGLE SURVEYORS INC.

UMSTEAD STREET AND FAYETTEVILLE STREET R/W DEDICATION

BEGINNING AT A POINT IN THE SOUTHERN R/W LINE OF UMSTEAD STREET (A 50' WIDE PUBLIC R/W), SAID POINT BEING FURTHER LOCATED AT N.C. GRID

N:812,563.24, E:2,029,903.99, AND S13°40'10"W A DISTANCE OF 1,993.97 FEET FROM DURHAM CITY MONUMENT #176 (N.C. GRID N:814,500.73, E:2,030,375.21), THENCE RUNNING FROM SAID BEGINNING POINT S73°01'21"W A DISTANCE OF 11.85 FEET TO A POINT, THENCE RUNNING ALONG THE ARC OF A CIRCULAR CURVE TO THE LEFT A LENGTH OF 36.12 FEET AND A RADIUS OF 35.00 FEET, SAID CURVE BEING FURTHER DEFINED BY THE CHORD S43°27'24"W 34.54 FEET, TO A POINT, THENCE RUNNING S13°53'27"W A DISTANCE OF 13.19 FEET TO A POINT, THENCE RUNNING S14°25'03"W A DISTANCE OF 27.56 FEET TO A POINT, THENCE RUNNING S13°50'38"W A DISTANCE OF 61.81 FEET TO A POINT, THENCE RUNNING N13°47'47"E A DISTANCE OF 133.54 FEET TO A POINT, THENCE RUNNING S89°56'00"E A DISTANCE OF 28.46 FEET TO THE POINT AND PLACE OF BEGINNING, CONTAINING AN AREA OF 217 SQUARE FEET, AS SHOWN ON THE PLAT ENTITLED "FINAL PLAT OF RECOMBINATION AND R/W DEDICATION FOR THE STANFORD L. WARREN BRANCH DURHAM PUBLIC LIBRARY" PREPARED BY TRIANGLE SURVEYORS INC.

Consent Agenda Item No. i. Amendment to Articles of Incorporation for Durham County Hospital Corporation (approve the Resolution).

RESOLUTION AMENDING ARTICLES OF INCORPORATION OF
DURHAM COUNTY HOSPITAL CORPORATION

BE IT RESOLVED by the Board of Trustees of Durham County Hospital Corporation in a regular meeting held on the 10th day of November, 2004, as follows:

RESOLVED, that the Articles of Incorporation of Durham County Hospital Corporation be and hereby are amended by revising ARTICLE FIVE to read as follows:

“ARTICLE FIVE”

“The Corporation shall be directed by a Board of Trustees. The number of Trustees shall be not more than 15. A member of the Durham County Board of Commissioners shall be appointed by the said Board of Commissioners to serve, ex officio, as a member of the Board of Trustees of the Corporation. All other trustees shall be nominated and appointed as hereinafter provided. The Trustees shall be divided into three classes, as nearly equal in number as may be, to serve in the first instance for terms of one, two and three years, respectively, or until their successors shall be appointed and shall qualify and thereafter the successors in each class of Trustees shall be appointed to serve for terms of three years and until their successors shall be appointed and shall qualify. In the event of any increase or decrease in the number of Trustees, the additional or eliminated trusteeships shall be so classified or chosen that all classes of Trustees shall remain or become equal as nearly as may be. In the event of the death, resignation, retirement, removal, or disqualification of a trustee during his or her appointed term of office, his or her successor shall be appointed to serve only until the expiration of the term of his or her predecessor. The Incorporators, whose names are signed to this Certificate, shall constitute the first Board of trustees, to be known as “the Board of Trustees of Durham County

Hospital Corporation.” Each member of the initial Board of Trustees shall serve for the term set forth after his or her name, as follows:

i)	H. Spurgeon Boyce	1 year from June 1, 1971
ii)	Frank T. de Vyver	1 year from June 1, 1971
iii)	R. C. Foreman	1 year from June 1, 1971
iv)	J. Frank Jarman	1 year from June 1, 1971
v)	Frank H. Kenan	2 years from June 1, 1971
vi)	W. G. Pearson, II	2 years from June 1, 1971
vii)	Elizabeth B. Robb	2 years from June 1, 1971
viii)	W. A. Roseborough	2 years from June 1, 1971
ix)	Wm. Jay Walker, Jr.	3 years from June 1, 1971
x)	James A. Ward	3 years from June 1, 1971
xi)	John H. Wheeler	3 years from June 1, 1971
xii)	G. Watts Carr, Jr.	3 years from June 1, 1971
xiii)	A. C. Sorrell	3 years from June 1, 1971

At least sixty (60) days before the expiration of the term of office of any member of the Board of Trustees (other than an ex officio member of the Board) said Board of Trustees shall submit to the Board of County Commissioners a list of not more than three nominees for each vacancy that will occur. If at least one of the three nominees is acceptable, the Board of County Commissioners shall appoint same to the Board of Trustees of the Durham County Hospital Corporation. In the event none of the nominees is acceptable, the Board of County Commissioners shall make its own appointment.

All vacancies in the membership of said Trustees (other than an ex officio member) by reason of death, resignation, or otherwise shall be immediately reported by said Board of Trustees to the Board of Commissioners of Durham County, and said Board of Commissioners shall fill said vacancy by appointment for the residue of the unexpired term as prescribed in the preceding paragraph. A vacancy with respect to an ex officio member shall be filled by the Board of County Commissioners by appointment.

All members of the Board of Trustees shall be citizens and residents of Durham County. No Trustee may serve more than two successive three-year terms, provided that a Trustee appointed to fill the balance of an unexpired term shall be eligible for reappointment for two successive three-year terms at the end of such unexpired term. All Trustee terms shall begin on July 1 of the year of appointment and expire on June 30 of the year of expiration.”

RESOLVED FURTHER, that the adoption of this Amendment is contingent upon the approval of the Amendment by the Board of County Commissioners and shall be void and of no effect if such approval is not granted by the said Commissioners at the regular meeting of the Board of County Commissioners on December 13, 2004; and

RESOLVED FURTHER, that the officers of the Corporation are authorized and directed to submit this Amendment to the Board of County Commissioners of Durham County for approval, as required by the Lease between the County of Durham, as Lessor, and the Corporation, as Lessee; and

RESOLVED FURTHER, that this Amendment shall be effective on the date it is approved by the said Commissioners, and the terms of those individuals who are members of the Board of Trustees at the time this Amendment is approved by the said Commissioners shall be shortened by two (2) months, so that each such term shall terminate on June 30 of the year of expiration; and

RESOLVED FURTHER, that the Chair or the Vice Chair and the Secretary or the Assistant Secretary are authorized and directed to execute Articles of Amendment and to file the same with the Secretary of State of the State of North Carolina and to do all things necessary to comply with the laws of North Carolina with respect to charter amendments; and

RESOLVED FURTHER, that the Chair or the Vice Chair and the Secretary or the Assistant Secretary are authorized and directed to cause to be prepared a "Restated Charter", which shall integrate into one document the original Articles of Incorporation of Durham County Hospital Corporation and all amendments thereto, and to file the same with the Secretary of State of the State of North Carolina.

Consent Agenda Item No. j. Release of Property from Judgment (approve the release of 12 Fisher Place from the current judgment).

RELEASE DEED

THIS DEED made this 13th day of December, 2004, by and between

CREDITOR	DEBTORS
COUNTY OF DURHAM 200 E. Main St. Durham, North Carolina 27702	REDDITT ALEXANDER and wife IDA ALEXANDER 1310 McLaurin Avenue Durham, North Carolina 27703

The designation Creditor and Debtor as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

That Creditor, having obtained a judgment against Debtors which is docketed in the Judgment Docket Book 195, page 231 of the Clerk of Superior Court of Durham County, and the Debtors, having tendered the sum of \$15,000.00 dollars in partial satisfaction thereof, the receipt of which is hereby acknowledged, has remised and released and by these presents does remise, release forever unto Debtors, their heirs and assigns all right, title, claim, and interest of Creditor in and to that specific tract or parcel of land lying and being in Durham Township, County of Durham, State of North Carolina and more particularly described as follows:

Being all of Lot 9 of the St. Theresa Redevelopment Project, Area Three (Fisher Place), as per plat and survey thereof now on file in the Office of the Register of Deeds of Durham County in Plat Book 104, Page 74, to which plat reference is made for a more particular description of same.

This property is also commonly referred to as 12 Fisher Place, Durham, North Carolina.

TO HAVE AND TO HOLD the aforesaid lots or parcels of land and all privileges and appurtenances thereto belonging to the Debtors in fee simple. It is understood and Agreed that this Release shall apply only to the Property expressly described and conveyed and that the remainder of the Debtors' property shall remain subject to the existing Judgment and same shall remain in full force and effect.

IN WITNESS WHEREOF, the Creditor has caused this instrument to be signed in its name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of County Commissioners, the day and year first above written.

Consent Agenda Item No. 1. Confirmation of Appointees to the Durham Cultural Master Plan Advisory Board (approve and confirm the appointees).

DURHAM CULTURAL MASTER PLAN ADVISORY BOARD

<u>Advisory Board</u>	<u>Affiliation</u>
1. Brenda Brodie	DCMP Exec. Comm., ADF, SEEDS
2. Barker French	DCMP Exec. Comm., DAC, HPSD
3. Carolyn Henderson	DCMP Steering Comm.; former Chair – St. Joseph's Historic F.
4. Meredythe Holmes	DCMP Steering Committee; Monarch Services
5. Vedia Jones-Richardson	DCMP Exec Committee.; Attorney Olive & Olive
6. Sylvia Kerckhoff	DCMP Co-Chair; former Mayor of Durham
7. John Mallard	DCMP Steering; Cardinal State Bank , DCVB
8. Katushka Olave	DCMP Steering; Latino Community leader
9. Ben Speller	DCMP Steering; NCCU Dean of Library Sciences, HPSD
10. Phail Wynn	DCMP Steering; President, Durham Tech Comm. Coll.
11. Doug Zinn	DCMP Steering; Duke Semans FAF, Mary D. Biddle Foundation
12. (TBD by Commissioners)	Durham County Commissioner
13. (TBD by City Council)	Durham City Council Member
14. & 15. (TBD by Advisory Board)	(2) University Students

The Advisory Board members have agreed to serve a two-year term.

Diversity: 5 African American; 1 Latina, 5 White; plus 1 Commissioner, 1 Council Member

Consent Agenda Item No. q. Offer to Purchase County Property (pursue the upset bid process for the sale of 2100 Charles Street).

RESOLUTION

WHEREAS, Durham County owns a certain parcel of real property situated in the City of Durham, Durham County, North Carolina and properly described as follows:

2100 Charles Street, PIN #0820-10-37-2430, Parcel ID#106966

WHEREAS, Michael P. Jackson has made an offer to the County to purchase the above property for \$3,000 and has made a bid deposit in the amount of \$155, which is no less than 5 percent of the bid; and

WHEREAS, G.S. 160A-269 provides for an "Upset Bid Method" for sale which provides for publication of the notice of upset sale including a description of the property, the amount of the offer, requirements for submission of an upset bid, and other details of the sale; and

WHEREAS, the Durham County procedure for sale of the parcel is as follows:

1. Publication of the Notice of Sale;
2. Upset bids must be received within ten days after the date the notice is published;
3. To qualify as an upset bid, the bid must raise the original or current offer by an amount of at least 10 percent of the first \$1,000.00 and 5 percent of the remainder of the original or current offer;
4. Bids shall be made to the Clerk to the Board or the Real Estate Manager, together with a 5 percent bid deposit by certified check, money order, or cash;
5. When the bid has been successfully raised (upset), the new bid becomes the current offer;
6. The highest bid received during the 10-day period is the upset bid rather than the first bid which meets the minimum upset bid requirements;
7. When the bid has been successfully raised (upset), the procedure is repeated;
8. Once the final qualifying offer has been received, it shall be reported to the Board of County Commissioners which must then decide whether to accept or reject it within 30 days of the date which the final qualifying offer so qualifies; and
9. Should the Board of County Commissioners accept the final qualifying offer, a nonwarranty deed will be prepared for the Chairman of the Board's signature and a time for closing will be scheduled:

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Durham County that a Notice of Sale be published and that the upset bid procedure for this sale take place as set forth in this resolution and as authorized by G.S. 160A-269.

Upon motion properly made and seconded, adopted by the Board at its meeting on December 13, 2004,

Consent Agenda Item No. s. Extension of Civic Center Management and Catering Agreements (enter into the Agreements with the City of Durham and the Shaner Hotel Group Properties Two Limited Partnership extending the term of the current Agreements to February 28, 2005).

FOURTH AMENDMENT TO CIVIC CENTER
MANAGEMENT AGREEMENT

North Carolina
Durham County

THIS FOURTH AMENDMENT TO CIVIC CENTER MANAGEMENT AGREEMENT, is made and entered into by and among the City of Durham, a North Carolina municipal corporation (hereinafter the "City"), the County of Durham, a political subdivision of the State of North Carolina (hereinafter the "County"), and Shaner Hotel Group Properties Two Limited Partnership, a Delaware limited partnership (hereinafter "Shaner"). The effective date of this Fourth Amendment is the 30th day of December 2004.

WHEREAS, on October 9, 1987, the City, County and Durham Hotel Company ("DHC") entered into the Civic Center Management Agreement (hereinafter the "Management Agreement") pertaining to, among other things, management of the Durham Civic Center. By First Amendment dated April 17, 1999, the term of the Management Agreement was extended to March 14, 2004; by Second Amendment dated April 19, 2004, the term of the Management Agreement was extended to June 30, 2004; and by Third Amendment dated July 22, 2004 the term of the Management Agreement was extended to December 31, 2004; and

WHEREAS, by Assignment and Assumption of the Civic Center Management Agreement effective July 9, 1996, by and between Shaner and DHC, and a Consent Estoppel and Release by and between City and County and DHC, DHC assigned to Shaner, its interest, rights and obligations under the Management Agreement, and Shaner is now the Hotel Company under the Management Agreement; and

WHEREAS, the parties desire to amend the Management Agreement to extend its term again in order to finalize negotiations of a new management agreement.

NOW THEREFORE, the City, County, and Shaner agree as follows:

1. The term of the Management Agreement, as amended, shall be extended to and include February 28, 2005.
2. Except as amended hereby, the provisions of the Management Agreement are reaffirmed and remain in full force and effect.
3. This Fourth Amendment may be executed in three or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. The parties may execute this Amendment and exchange counterparts of the signature pages by means of facsimile transmission, and the receipt of such executed counterparts by facsimile transmission shall be binding on the parties. Following such exchange, the parties shall promptly exchange original versions of such signature pages.

The City, County, and Shaner have each authorized this Fourth Amendment to the Civic Center Management Agreement to be duly executed under seal.

FOURTH AMENDMENT TO CIVIC CENTER
CATERING AGREEMENT

North Carolina
Durham County

THIS FOURTH AMENDMENT TO CIVIC CENTER CATERING AGREEMENT, is made and entered into by and among the City of Durham, a North Carolina municipal corporation (hereinafter the "City"), the County of Durham, a political subdivision of the State of North Carolina (hereinafter the "County"), and Shaner Hotel Group Properties Two Limited Partnership, a Delaware limited partnership (hereinafter "Shaner"). The effective date of this Fourth Amendment is the 30th day of December 2004.

WHEREAS, on October 9, 1987, the City, County and Durham Hotel Company ("DHC") entered into the Civic Center Catering Agreement (hereinafter the "Catering Agreement") pertaining to, among other things, providing food and beverage services at the Durham Civic Center. By First Amendment dated April 17, 1999, the term of the Catering Agreement was extended to March 14, 2004; by Second Amendment dated April 19, 2004, the term of the Catering Agreement was extended to June 30, 2004; and by Third Amendment dated July 22, 2004, the term of the Catering Agreement was extended to December 31, 2004; and

WHEREAS, by Assignment and Assumption of the Civic Center Catering Agreement effective July 9, 1996, by and between Shaner and DHC, and a Consent Estoppel and Release by and between City and County and DHC, DHC assigned to Shaner, its interest, rights and obligations under the Catering Agreement, and Shaner is now the Caterer under the Catering Agreement; and,

WHEREAS, the parties desire to amend the Catering Agreement to extend its term again in order to finalize negotiations of a new catering agreement.

NOW THEREFORE, the City, County, and Shaner agree as follows:

1. The term of the Catering Agreement, as amended, shall be extended to and include February 28, 2005.
2. Except as amended hereby, the provisions of the Catering Agreement are reaffirmed and remain in full force and effect.
3. This Fourth Amendment may be executed in three or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. The parties may execute this Amendment and exchange counterparts of the signature pages by means of facsimile transmission, and the receipt of such executed counterparts by facsimile transmission shall be binding on the parties. Following such exchange, the parties shall promptly exchange original versions of such signature pages.

The City, County, and Shaner have each authorized this Fourth Amendment to the Civic Center Catering Agreement to be duly executed under seal.

Consent Agenda Item No. t. Capital Project Ordinance Amendment No. 05CPA000008—DC083 Open Space and Farmland Preservation Capital Project (approve to increase the Project from \$700,000 to \$1,121,000 to reflect two grant awards to the County).

DURHAM COUNTY, NORTH CAROLINA
FY 2004-05 Capital Project Ordinance
Amendment No. 05CPA000008

BE IT ORDAINED BY THE COMMISSIONERS OF DURHAM COUNTY that the FY 2004-05 Capital Project Ordinance is hereby amended to reflect budget adjustments for the Open Space & Farmland Preservation project.

	<u>Current Budget</u>	<u>Increase/Decrease</u>	<u>Revised Budget</u>
<u>Expenditures</u>			
Open Space & Farmland Preservation	\$700,000	\$421,000	\$1,121,000

All ordinances and portions of ordinances in conflict herewith are hereby repealed.

This the 13th day of December, 2004.

Consent Agenda Items Removed for Discussion

Consent Agenda Item No. o. 9-1-1 Interlocal Agreement between the County of Durham and the City of Durham (approve the Interlocal regarding 9-1-1 communications).

Chairman Reckhow requested that wording be included in the agreement indicating that a plan will be developed and updated yearly. In the past, the County has collected large sums of money through the 911 surcharge, but no disbursement plan was developed.

Deborah Craig-Ray, Interim Deputy County Manager, stated that she and Assistant County Attorney Carol Hammett met to discuss adding the appropriate language to Section IV. Administration. D. 8: "Provide an annual presentation to the Board of County Commissioners regarding the 911 Five-Year Capital Plan. The presentation should be made to the Board on or about the anniversary date of the effective date of this agreement."

Interim County Manager Davis suggested July 1, 2005 as the effective date on the agreement, because the City did not include the increase in its current fiscal year budget.

Vice-Chairman Heron requested that the Board encourage one Commissioner and one City Council member to attend Durham Emergency Communications Advisory Board meetings to voice elected officials' perspectives on strategies for departmental development.

Commissioner Cheek moved, seconded by Vice-Chairman Heron, to approve the Interlocal regarding 9-1-1 communications, subject to the changes outlined regarding the term and the stipulation regarding the capital improvement plan.

The motion carried unanimously.

North Carolina
Durham County

Interlocal Cooperation Agreement
911 Communications

This is an Interlocal Cooperation Agreement (henceforth "Agreement") between City of Durham, a North Carolina municipal corporation (hereinafter "City"), and County of Durham, a political subdivision of the State of North Carolina (hereinafter "County"). This Agreement is made pursuant to Article 20 of Chapter 160A of the North Carolina General Statutes. The date of the Agreement is July 1, 2005.

City and County agree as follows:

Section I. Purpose.

The purpose of this Agreement is to provide for (i) the coordination of public safety emergency dispatch operations by the City and County, and (ii) the efficient delivery of emergency services to the citizens of the City and County.

Section II. Definitions.

The words defined in this Section shall have the meanings indicated when used in this Agreement.

- A. "Act" means the Public Safety Telephone Act, as set forth in Chapter 62A of the General Statutes of North Carolina.
- B. "Advisory Board" means the Durham Emergency Communications Advisory Board established pursuant to Section III of this Agreement.
- C. "Annual Budget" means the listing of anticipated annual revenues and expenditures of the Department of Emergency Communications submitted to and approved by the Governing Bodies pursuant to Section VI of this Agreement.
- D. "Apportionment Ratio" means the ratio prescribed in Section VI, Paragraph D herein, for allocating the cost between the City and the County of carrying out this Agreement.
- E. "Board" means the Board of County Commissioners of Durham County.
- F. "City" means the City of Durham.
- G. "Council" means the City Council of the City of Durham.
- H. "County" means the County of Durham.
- I. "Department" means Durham City/County Department of Emergency Communications created under Section IV, Paragraph A of this Agreement.
- J. "Director" means the Director of Emergency Communications, to whom reference is made in Section IV, Paragraph B of this Agreement.
- K. "Durham Emergency Communications Center" (DECC) means the public safety answering point (PSAP) dispatch operations center located on the third floor of the City Police Headquarters Building, the purpose of which is to handle emergency 9-1-1 telephone calls and to dispatch appropriate service providers.
- L. "Governing Bodies" means collectively the Council and Board.
- M. "Managers" means the City Manager and the County Manager acting jointly.
- N. "Modified Apportionment Ratio" means the comparative contributions (expressed as percentages) of the City and of the County to the Annual Budget, except revenues payable from the 9-1-1 Funds.
- O. "Rules of Procedure" means the rules of procedure adopted by the Advisory Board pursuant to Section III.B (3).

- P. “Unanticipated Expenses” means any expense arising under this Agreement for which funds have not been provided in the Annual Budget. By way of illustration and not limitation, an unanticipated expense may be a casualty or liability loss for which there is no applicable insurance, or any expense related to an emergency or unanticipated event. The transfer of additional personnel from the City to the Department during the normal Department operations, for the convenience of the City, is not an unanticipated expense.
- Q. “9-1-1 Funds” means all 9-1-1 charges collected by the County pursuant to Chapter 62A of the North Carolina General Statutes or Section VI of this Agreement as well as 9-1-1 charges collected by the State of North Carolina on wireless communications and provided to the City or County for designated emergency communications purposes.

Section III. Advisory Board

- A. There is hereby established an Emergency Communications Advisory Board (hereafter “Advisory Board”) which shall consist of eleven (11) members selected as follows:
1. Three (3) members shall be appointed by the City Manager to represent the Durham City Police Department, Durham City Fire Department, and City Manager’s Office.
 2. Three (3) members shall be appointed by the Durham County Manager to represent the Durham County Emergency Medical Services Department, Durham Emergency Medical Services Council, and County Manager’s Office.
 3. One (1) member shall be appointed by the Durham County Volunteer Fire Departments.
 4. One (1) member shall be appointed by the City Manager and County Manager jointly to represent the Durham City-County Emergency Management Department.
 5. The following members will serve as ex-officio members without voting privileges:
 - a. One (1) ex-officio member shall be a Telecommunicator selected by the staff of the Department.
 - b. One (1) ex-officio member shall be the Director of Emergency Communications.
 - c. One (1) ex-officio member shall represent Communications Maintenance and shall be appointed by the City Manager.
- B. Duties of Advisory Board:
1. To review and comment on activities and policies concerning emergency communications services and the operation of the Department.
 2. To establish subcommittees to provide analysis on such matters including but not limited to, system changes, acquisition of new or replacement equipment, operational and administrative policies, and annual budget review.
 3. To adopt Rules of Procedure consistent with this Agreement for the efficient organization and operation of the Advisory Board. Such Rules of Procedure shall be subject to the approval of the Managers.
- C. Advisory Board Organization.
1. A Chairperson and Vice Chairperson shall be selected by its members and shall have such responsibilities as may be conferred upon him or her by the Rules of Procedure.
 2. Consistent with applicable laws and the Rules of Procedure, the Advisory Board shall:
 - a. Meet regularly at such time and place as the Advisory Board may determine.
 - b. Hold special or emergency meetings when deemed necessary and in accordance with the Rules of Procedure.
 - c. Provide for the keeping of minutes of its meetings.
- D. Open Meetings and Public Records.

The Advisory Board is a public body, and as such, shall be subject to the requirements of Chapter 132 and Article 33C of Chapter 143 of the General Statutes of North Carolina.

Section IV. Administration.

There is hereby established a City-County Emergency Communications Department, which shall consist of the Director and such subordinate employees as the Governing Bodies may provide in the Annual Budget. The Department shall receive information from emergency callers and dispatch appropriate personnel and equipment in response to such calls throughout the City and County.

- A. There shall be a Director of Emergency Communications, appointed by the Managers, who shall act as the administrative head of the Department and supervise the operations of the Department.
 1. Appointment of the Director of Emergency Communications.
 - a. The Director of Emergency Communications shall be appointed by the Managers, acting in concert.
 2. Evaluation and Supervision of the Director of Emergency Communications.
 - a. The Managers or their designees shall meet at least annually with the Director of Emergency Communications to evaluate his/her performance and such evaluation shall be reduced to writing.
 3. Termination of the Director of Emergency Communications.
 - a. The Director of Emergency Communications may be terminated by the Managers, acting in concert.
- B. There shall be such additional personnel employed for operation of the Department as the Governing Bodies may provide in the Annual Budget.
- C. Pursuant to this Agreement, the Director shall perform the following duties:
 1. Plan, organize, direct and evaluate the work of the Department.
 2. Supervise directly or through subordinate supervisors, the work of assigned operational personnel.
 3. Consult with the Advisory Board regularly concerning activities and policies of the Department.
 4. Prepare an Annual Budget and submit such Annual Budget to the Managers in such form as the Managers may prescribe.
 5. Perform such other duties as may be prescribed by the Managers or which may be required to carry out the terms of this Agreement.
 6. Prepare an Annual Report of Emergency Communications activities for the Governing Bodies in such form and by such date as the Managers may prescribe.
 7. Regularly advise, no less than quarterly, the Managers or designees concerning the activities of the Department.
 8. Provide an annual presentation to the Board of County Commissioners regarding the 911 5-Year Capital Plan. The presentation should be made to the Board on or about the anniversary date of the effective date of this Agreement.
- D. The personnel policies and procedures of the City, administered by the City Manager, shall govern the Department. Such policies and procedures include, but are not limited to, the following:
 1. Recruitment, selection, advancement, discipline and dismissal of employees.
 2. Compensation and expenses.
 3. Equal Opportunity/Equity Assurance.

However, nothing in this subsection IV(E) shall be interpreted to negate the method of appointment, supervision or termination of the Director of Emergency Communications as set forth in Section IV(B)above.

Section V. Property

- A. Property purchased by the City prior to the effective date of this Agreement and used by the Department shall remain the property of the City and shall not be subject to the provisions of Paragraphs B and C of this Section. Any property (real, or personal) acquired pursuant to this Agreement shall be owned by the City and title to such property shall be held by the City.
- B. In the event this Agreement is terminated, the City shall pay to the County an amount equal to the County's percentage part of the Modified Apportionment Ratio times the net depreciated value of such property (unless such property is sold under Paragraph C of this Section, in which case the provisions of said Paragraph C shall control.).
- C. The City may sell any such property. The proceeds of any such sale shall be divided by the City and County in accordance with the Modified Apportionment Ratio.

Section VI. Financial

- A. The budget and financial procedures of the City shall be followed in carrying out this Agreement.
- B. The County agrees that all revenues received by the County as 9-1-1 charges under the Act shall be maintained in a special revenue fund as prescribed by NCGS §62A-7. Similarly, The County agrees that all "wireless surcharge" revenues received from the State by the County shall be similarly maintained in a special revenue fund. The County agrees to provide monthly statements to the City showing both fund balances including interest earned.
- C. The Managers shall meet annually to consider and decide upon the Annual Budget. The Managers shall designate, within the Annual Budget, those expenses which shall be paid from the 9-1-1 Funds, subject to NCGS §62A-8. The Managers shall submit the Annual Budget to the Council and Board respectively. The Council and Board shall then each consider such Annual Budget and take such action as each shall deem appropriate. The failure of the Council and Board to agree upon the Annual Budget shall be grounds for terminating this Agreement pursuant to Section VII.B (2).
- D. An Appointment Ratio is hereby established for the purpose of allocating the costs of carrying out this Agreement between the City and County from revenues other than the 9-1-1 Funds. For fiscal year 2005-2006, the Apportionment Ratio shall be 79% to the City and 21% to the County. At the time the City Manager and the County Manager meet each year to consider the Annual Budget of the Department, they shall also review the Apportionment Ratio and jointly recommend any modification of the Apportionment Ratio that they find to be fair and equitable. To the extent practical, the Apportionment Ratio shall reflect the costs of ensuring the availability of emergency communications dispatch services, under this Agreement, within the respective jurisdictions of the City and County. The City Manager and County Manager shall jointly submit their recommendations with respect to the Apportionment Ratio to the Council and Board respectively, and the Council and Board shall take such action as each shall deem appropriate. The failure of the Council and Board to agree upon the Apportionment Ratio shall be grounds for terminating this Agreement pursuant to Section VII. B (2). Any

modification of the Apportionment Ratio approved by the Council and Board shall be applicable during the next fiscal year.

- E. The expenses of the approved Annual Budget shall be apportioned between the City and County according to the Apportionment Ratio. All Unanticipated Expenses shall be apportioned between the City and County according to the Modified Apportionment Ratio.
- F. The City shall initially pay all expenses arising under this Agreement subject, however, to reconciliation by the County in the manner prescribed under this Section VI.
- G. The County shall pay to the City on a monthly basis, in advance, an amount equal to (1) one-twelfth (1/12) of the amount of the Annual Budget apportioned to the County under Section VI, Paragraph E, plus (ii) the County's portion of any Unanticipated Expense(s) incurred during the immediate preceding month apportioned to the County under Section VI, Paragraph E, by wire transfer no later than 12:00 noon on the first business day of each month.
- H. On January 2nd and July 1st of each year, or as soon thereafter as is practical, the Finance Director of the City and the Finance Director of the County (hereafter "Finance Directors") shall meet to conduct a review and reconciliation of amounts paid and payable under this Agreement. Such adjustments or payments as may be necessary to effectuate the reconciliations agreed upon by the Finance Directors shall be promptly made. Reconciliations shall be completed prior to October 15 immediately following each fiscal year. The review and reconciliation shall be conducted for the following purposes:
 - 1. to assure that funds paid by the County to the City from the 9-1-1 Funds are used only for purposes (i) authorized by the Act or other applicable law and (ii) designated as payable from the 9-1-1 Funds in the approved Annual Budget. This reconciliation shall be performed at the January 2nd and July 1st meeting of the Finance Directors and shall cover the preceding six month periods respectively; and
 - 2. to account for any over expenditure or under expenditure of funds. This reconciliation shall be performed at the July 1st meeting of the Finance Directors and shall cover the preceding 12-month period.
- I. Either the City or County may fund services over and above those approved in the Annual Budget. When such additional services are requested by either the City or County, and are performed for the benefit of the requesting government then the requesting government shall pay the full expense associated with such service(s) and such amounts shall *not* be included in the reconciliation described in this Section VI.

Section VII. General Terms of Agreement.

- A. Amendment. This Agreement may be amended upon mutual agreement of the Governing Bodies expressed in writing. The Agreement shall be reviewed by the Governing Bodies at least once every two (2) years and such review shall be documented in writing.
- B. Termination. Either the City or County may terminate this Agreement in the following manner:
 - 1. This Agreement may only be terminated as of the end of any fiscal year, except as provided by Subparagraph (2) of this Section VII.B. Notice to terminate must be given in writing to the other party on or before January 1st immediately preceding the proposed June 30th termination date.
 - 2. This Agreement may also be terminated by either party upon thirty (30) days prior written notice to the other party in the event (i) the City and County are unable to

- agree upon an Annual Budget, (ii) the City and County are unable to agree upon the Apportionment Ratio, or (iii) the Managers are unable to agree with respect to any of the matters prescribed in Section IV, Paragraph B, Subparagraphs (1), (2), or (3).
- C. Term. The term of this agreement shall begin on the date first written above and shall terminate in five (5) years unless terminated earlier as prescribed in this Section.
 - D. Survival. Sections VI (G) and (H) Agreement shall survive termination for the purposes of resolving the apportionment and payment of any Unanticipated Expense which may become due after termination or any amount due and unpaid at the time of termination.
 - E. Governing Law. This Agreement shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Agreement shall be brought in the General Court of Justice in the County of Durham and the State of North Carolina.
 - F. Entire Agreement. This Agreement shall constitute the entire understanding between the City and the County and shall supersede all prior understandings and agreements relating to the subject matter hereof.

IN WITNESS WHEREOF, the City and County have authorized this 911 Interlocal Agreement to be executed and attested by their undersigned officers, to be effective July 1, 2005.

Consent Agenda Item No. r. Budget Ordinance Amendment No. 05BCC000024—E-9-1-1 Surcharge Fund (approve for adjustment of the 9-1-1 Surcharge Fund Wire-line budget from \$1,898,638 to \$3,250,639 and Wireless budget from \$872,496 to \$817,000 for a total budget increase of \$1,296,505; this will require the use of 9-1-1 Fund balance for \$2,206,639 from Wire-line and \$565,000 from the Wireless line for a total fund balance allocation of \$2,771,639).

Interim County Manager Davis recommended that the Board take action on the portion of the budget ordinance amendment associated with the Computer Aided Dispatch (CAD) system (\$2,700,000). Other items listed on the agenda action form would be discussed at the January Worksession.

Budget Director Pamela Meyer explained that the total budget increase would be \$633,760; the total budget for the surcharge fund would be \$3,404,894.

Commissioner Cheek inquired about the urgency for approving the CAD system.

James Soukup, Director, Emergency Communications Center, responded that finalizing the contract by December 31 would result in a cost savings of approximately \$140,000.

Commissioner Cheek moved, seconded by Commissioner Page, to direct staff to proceed as outlined by the Budget Director.

The motion carried unanimously.

DURHAM COUNTY, NORTH CAROLINA
FY 2004-05 Budget Ordinance
Amendment No. 05BCC000024

BE IT ORDAINED BY THE COMMISSIONERS OF DURHAM COUNTY that the FY 2004-05 Budget Ordinance is hereby amended to reflect budget adjustments.

Revenue:

<u>Category</u>	<u>Current Budget</u>	<u>Increase/Decrease</u>	<u>Revised Budget</u>
<u>Emergency Services Telephone Sys</u>			
Licenses and Permits	\$2,771,134	(\$1,475,134)	\$1,296,000
Other Financing Sources \$	-0-	\$2,108,894	\$2,108,894

Expenditures:

<u>Activity</u>			
<u>Emergency Services Telephone Sys</u>			
Public Safety	\$2,771,134	\$ 633,760	\$3,404,894

All ordinances and portions of ordinances in conflict herewith are hereby repealed.

This the 13th day of December, 2004.

Vice-Chairman Heron pointed out that operational expenses in the E-9-1-1 FY04-05 budget were insufficient to cover known expenses. (The budget was prepared prior to Mr. Soukup's employment with Durham County.)

Durham Open Space Commission Matching Grants Recommendation

Bill Renfrow, Matching Grants Administrator, stated that the Matching Grants Program (funded by Durham County) is a subcommittee of the Durham Open Space and Trails Commission (DOST), which comprises volunteers with expertise in various areas and connections to conservation groups within the County. DOST makes recommendations to both the Board of County Commissioners and the City Council. Mr. Renfrow introduced Guillermo Rodriquez, a member of the Matching Grants Committee, to provide an overview of the recommendation and answer potential questions.

Mr. Rodriquez commented that the Matching Grants Committee of DOST received two applications for funds to assist nonprofit community organizations with recreational and open space projects. The following financial summary shows the Commission's recommendation for funding one application for a total of \$28,543 using part of the \$85,000 of contractual funds requested and recommended under the General Fund, "Open Space Matching Grants" Organization of the County's FY04-05 Budget.

2004 CYCLE MATCHING GRANTS APPLICATIONS			
Applicant / Project	Request	Cost	Grant
Forest Hills Neighborhood Association/Walking Trail	\$ 28,543.00	\$ 57,543.00	\$ 28,543.00
SEEDS/Farmer's Market Pavilion	49,000.00	525,692.00	*-0-
Total	\$ 77,543.00	\$ 583,235.00	\$ 28,543.00

*Application is being revised and may be recommended for funding in early 2005.

This recommendation to allocate \$28,543 of grant funds represents a gain to the County of \$29,000 in matching funds as more than half the project's proposed value of \$57,543.

Mr. Rodriguez requested approval by the County Commissioners for funding the Forest Hills Neighborhood Association walking trail project and the \$28,543 allocation of budgeted Matching Grants Funds.

Commissioner Page inquired about the application process and about how groups are encouraged to apply for Matching Grants Program funds.

Mr. Rodriguez addressed Commissioner Page's inquiry by stating that discussion was held at the last DOST meeting regarding how the Commission could better publicize the availability of funds. No strategy is currently in place; therefore, DOST has asked staff to assist in developing an advertising strategy.

Mr. Renfrow reported that when advertisements and fliers are distributed to the community, nonprofit groups contact him for applications. He received requests from approximately 20 groups this year, which was fewer than in the past. Better advertising would help increase the requests for applications.

Chairman Reckhow informed the Board that DOST has considered creating a slide presentation or video to highlight completed projects. She referred to the impressive list of accomplished projects since inception of the Matching Grants Program in 1991. One project was visible last week when Little River Regional Park opened with Orange County. (A \$4,000 grant had been awarded to the Durham/Orange Mountain Bike Club; the monies were used to create a 7-mile-long mountain bike trail—the only trail in the entire Triangle devoted to mountain biking.)

Mr. Rodriguez stated that the Committee is preparing a future presentation to update the Board on Matching Grants Program successes. The Committee would be delighted to present this update to community organizations.

Vice-Chairman Heron mentioned that approximately \$900,000 in grants has been appropriated by the Matching Grants Program.

Commissioner Cheek moved, seconded by Vice-Chairman Heron, to approve funding the Forest Hills Neighborhood

Association walking trail project and the \$28,543 allocation of budgeted Matching Grants Funds.

The motion carried unanimously.

Presentation of 911 Five-Year Capital Plan

Jim Soukup, Director of the Emergency Communications Center, stated that a comprehensive Five-Year Plan has been developed and was recently shared with the 911 Advisory Committee. Vice-Chairman Heron asked that the plan be presented to the County Commissioners. During the last Joint City-County Committee meeting, Mr. Soukup was asked to meet with City and County budget directors to begin to determine the implications for the CIP currently being developed in both organizations. That conversation has taken place and budget staff will bring specifics forward when the CIP is presented.

Mr. Soukup elaborated on the following plan:

D.E.C.C Five-Year Plan

Year One—2004/2005

- A. Purchase C.A.D. System – Cost of \$2.7 million. This project will take approximately 8 to 10 months to complete. Anticipated signing by December 31, 2004. Funding Source 9-1-1 Telephone Revenue Accounts
- B. Renovate Electrical System – Cost of \$90,000. Department of General Services estimates 4 to 6 months to finish. Funding Source – 9-1-1 Telephone Revenue Accounts
- C. Submit Proposal for new joint 9-1-1/E.O.C. Building into the C.I.P. process. Preliminary cost of \$6 million based on 30,000 sq ft. Funding source to be determined by City/County managers.
- D. Begin new ESN Mapping and E9-1-1 Database system that will detail zones for various agencies instantly upon receiving a 9-1-1 call. Feasibility study of including city/county addressing as part of D.E.C.C. operations. Cost of \$103,000 for personnel salary. Funding source 9-1-1 telephone revenue accounts.
- E. Upgrade E 9-11 Phone system Computer and add additional workstations that can process requests and statistical data more effectively. Cost of \$268,744. Funding source 9-1-1 telephone revenue accounts.
- F. Logging Recorder system upgrade. Cost \$63,106. Funding Source – 9-1-1 Telephone Revenue Accounts

Year Two—2005/2006

- A. Remodel Dispatch Room to accommodate seventeen positions; an increase of five additional consoles in the current work area. Cost \$350,000. Funding source 9-1-1 telephone revenue accounts.
- B. Implement new C.A.D. system Budget for training costs of all Telecommunicators on new system. Estimated cost \$67,300. Fiscal Year 2005/2006. Funding to be determined by City/County managers.
- C. Budget for Architect and Engineering Drawings for New Center. Estimated cost \$600,000 Fiscal Year 2005/2006. Funding to be determined by City/County managers.

- D. Finish new ESN Mapping and E 9-1-1 Database
- E. Begin hiring new communications personnel at the rate of 4 per quarter in order to bring staffing to acceptable levels and observe audit recommendation of 16 additional personnel; focus to be on bilingual hires. Estimated cost with benefits \$338,662 Fiscal Year 2005/2006. Funding to be determined by City/County managers.
- F. Viability study of combining operations with Durham Sheriff's Office.
- G. Receive Accreditation from N.A.E.M.D. Cost of \$2,000. Fiscal Year 2005/2006. Funding to be determined by City/County managers.

Year Three—2006/2007

- A. Finish hiring of additional communications personnel
- B. Begin specialized training of communication personnel to include critical incident on scene dispatching, and specialization inside the center between Fire/EMS and Law enforcement. Estimated cost of \$75,000. Possible funding from 9-1-1 Telephone revenue accounts.
- D. Consolidate operations with Durham S.O. if study reveals it warranted and acceptable
Funding Source – 9-1-1 Telephone Revenue Accounts
- E. Purchase a Reverse 9-1-1 system. Estimated initial cost \$65,000, with annual maintenance of \$35,000. Funding Source – 9-1-1 Telephone Revenue Accounts
- F. Finalize budget for new 911/EOC facility

Year Four—2007/2008

- A. Begin Construction of new joint 911/E.O.C. facility. Estimated cost for furniture, equipment, computers, telephone system \$2.3 million. Funding Source – 9-1-1 Telephone Revenue Accounts
- B. Begin Accreditation process through A.P.C.O./C.A.L.E.A Estimated cost \$40,000. Fiscal Year 2007/2008. Funding to be determined by City/County managers.

Year Five—2008/2009

- A. Move into new 911/E.O.C. facility.
- B. Redesign current facility to serve as a backup center or remodel the Duke facility, which would include renovation of the electrical system, U.P.S. equipment, and furniture. Estimated cost \$1.3 million. Funding Source – 9-1-1 Telephone Revenue Accounts
- C. Receive Accreditation from A.P.C.O./C.A.L.E.A.

Wireline Surcharge Estimated Balances

Fund Balance FY 2004-2005	\$ 405,429
Fund Balance FY 2005-2006	\$ 497,233
Fund Balance FY 2006-2007	\$ 799,037
Fund Balance FY 2007-2008	\$1,240,841
Fund Balance FY 2008-2009	\$1,682,645 minus equipment needed for new facility that will be lease purchased or paid for. This will bring the balance down to a very small sum.

Wireless Surcharge Estimated Balances

Fund Balance FY 2004-2005	\$ 619
Fund Balance FY 2005-2006	\$ 138,619
Fund Balance FY 2006-2007	\$ 276,619

Fund Balance FY 2007-2008 \$ 414,619
Fund Balance FY 2008-2009 \$ 552,619 minus equipment needed for new facility that will be lease purchased or paid for. This will bring the balance down to a very small sum.

Mr. Soukup responded to Chairman Reckhow that 911 Surcharge Funds may not be used for construction of buildings.

Mr. Soukup concurred with Vice-Chairman Heron's statement that the audit prepared by the City indicates that the 911 Center is significantly understaffed. He is working to correct the shortage.

Vice-Chairman Heron inquired about the Reverse 911 System referenced in Year Three.

Mr. Soukup replied that the Reverse System is capable of sending recorded messages (warnings of jailbreaks or burglaries, evacuation notices due to fire or flooding, etc.) to citizens in defined geographic areas. The Reverse 911 System can contact thousands of citizens in two to three minutes via telephone.

Chairman Reckhow recommended that future reports include how plans for the Center relate to revenue.

Commissioner Page posed that the 911 Center endeavor to improve its response and follow-up time, stating that safety is his primary concern. The County must be accountable to each citizen's appeal for help.

Commissioner Cheek inquired as to whether the Five-Year Plan is realistic or optimistic.

Mr. Soukup responded that the goals can be accomplished with adequate funding.

Commissioner Cheek asked that Mr. Soukup submit a yearly progress report to the Board as well as plan modifications, when appropriate.

Vice-Chairman Heron applauded Mr. Soukup and 911 Center staff. She expressed support for funding the Durham Emergency Communications Center Five-Year Plan.

Chairman Reckhow suggested that the yearly update include key performance measurements. Budget details would be discussed at the January Worksession.

Durham Public Schools—Acquisition of Property for Improved Bus Access at the New Pearson Elementary School

Dan Jewell, representing Coulter, Jewell, Thames, PA, stated that the firm is assisting Durham Public Schools in designing and requesting approvals on the New Pearson Elementary School (to be constructed on the northern end of the Hillside High School site). On December 9, 2004, the Board of Education approved the \$7,000 purchase of a vacant parcel adjacent to the New Pearson Elementary School site to ensure safer access for buses, cars, and pedestrians as

well as the public trail system. The property is known as Lot 18, Plat Book 20, Page 137 (PIN# 0820-15-64-8220). Mr. Jewell provided further details about the proposal.

Commissioner Cheek inquired about the relative cost of purchasing the parcel as opposed to acquiring a construction easement.

Mr. Jewell responded that the option of acquiring a construction easement was not approached.

Commissioner Cheek moved, seconded by Vice-Chairman Heron, to approve the request for the purchase of a vacant parcel adjacent to the New Pearson Elementary School site to improve vehicular/bus access the property.

The motion carried unanimously.

Closed Session

Commissioner Cousin moved, seconded by Commissioner Page, for the Board to adjourn to closed session to instruct staff concerning the position to be taken on the terms of possible acquisition of 306 S. Roxboro Street owned by Scarborough and Hargett Funeral Home and the Preserve at Erwin Trace owned by Duke University [NCGS § 143-318.11(a)(5)].

The motion carried unanimously.

Reconvene to Open Session

Chairman Reckhow announced that direction was given to staff in closed session; no action was taken.

Vice-Chairman Heron moved, seconded by Commissioner Cheek, to continue the meeting on Tuesday, December 14, 2004, at 4:30 p.m.

The motion carried unanimously.

Tuesday, December 14, 2004

4:30 P.M.

Closed Session

Commissioner Cheek moved, seconded by Vice-Chairman Heron, to adjourn into closed session pursuant to G.S. 143.318.11(a)(6) to consider the initial appointment of a public officer.

The motion carried unanimously.

Reconvene to Open Session

Chairman Reckhow declared that the Board met in Closed Session to discuss the possible rehiring of former County Manager Michael M. Ruffin.

Commissioner Cheek moved, seconded by Vice-Chairman Heron, to reappoint Michael M. Ruffin as County Manager at an annual salary of \$142,500; starting date—December 20, 2004; subject to a contract and special conditions for re-employment including:

- enhanced communications with the Commissioners;
- priority—restructure the Human Resources Department; and
- restructure the County's audit process.

Commissioner Cheek commented that discussions with the former County Manager indicated that the Board, under Mr. Ruffin's leadership, will be capable of correcting the existing problems and moving forward. This matter must be brought to a conclusion. Commissioner Cheek expressed an eagerness to work with his fellow Commissioners and with Mr. Ruffin.

Commissioner Page stated that this situation has been difficult and unfortunate for Durham County. He inherited this issue with which he had no knowledge or involvement. Commissioner Page expressed frustration that after conferring with employees, the former County Manager, and former Commissioners and examining various documents, he is unable to make a decision in terms of this motion. Commissioner Page contended that two wrongs do not make a right. He recommended to his fellow Commissioners that the County begin a search process for a county manager; however, the Board majority did not consent. Based on the offerings he made, he will not support the motion but will work with his colleagues to move the County forward, regardless of the outcome of the motion.

Commissioner Cousin remarked that the Board has endured a difficult but cathartic process that has improved the relationship of its members and will evidence a new dynamic in the

Board of Commissioners. He is the only remaining Commissioner who voted to dismiss the former County Manager and will vote against his rehiring. He believed that his vote was and would be in the best interest of Durham County citizens. Commissioner Cousin extended his support for tonight's decision and for the County Manager. The Board should move forward and strive to continue to enhance the quality of life for all of Durham County's citizens.

Vice-Chairman Heron voiced her delight in seconding the motion to rehire Mr. Ruffin. She supported Mr. Ruffin from the beginning and her support never wavered. She felt reassured because during the Closed Session, the Board worked cohesively for Durham County and its future (in spite of Commissioner differences). Vice-Chairman Heron voiced her opinion that Durham County will become even greater with the leadership from this Board and Mr. Ruffin.

Chairman Reckhow stated that the special conditions agreed to by Mr. Ruffin reflect the issues raised by the Board in the Closed Session and answer many concerns of the two Board members who will not vote in favor of Mr. Ruffin's rehiring (Commissioner Cousin due to history and Commissioner Page due to lack of information). Chairman Reckhow noted that Commissioners Cousin and Page have committed to work cooperatively with Mr. Ruffin; consequently, she will support this motion.

Chairman Reckhow called the question.

The motion carried with the following vote:

Ayes: Cheek, Heron, and Reckhow
Noes: Cousin and Page

Adjournment

Chairman Reckhow adjourned the meeting at 7:40 p.m.

Respectfully submitted,

Vonda C. Sessoms
Deputy Clerk to the Board