

August 31, 2009

A special called joint meeting of the Council of the City of Martinsville, Virginia and Henry County Board of Supervisors was held on August 31, 2009 at 7:15 PM at the Henry County Administration Building, fourth floor conference room, with Mayor Kathy Lawson presiding. Council Members present included: Kathy Lawson, Kimble Reynolds, Jr., Gene Teague, Mark Stroud, Sr., and Danny Turner. Representatives from Henry County Board of Supervisors and county staff included: Debra Buchanan, Jim Adams, Jim McMillan, H. G. Vaughn, Paula Burnette, Tommy Slaughter, Benny Summerlin, Tim Hall, Susan Biege, Susan Reynolds, Jeff Turton, and George Lyle. City staff present included: Clarence Monday, Eric Monday, Brenda Prillaman, Leon Towarnicki, Wayne Knox, and Scott Coleman. Mayor Lawson called the Council meeting to order and Henry County Board of Supervisors Chairperson Debra Buchanan called the Board of Supervisors meeting to order. Just prior to this 7:15 pm meeting, Council members and Board of Supervisors members met at the Patriot Centre on Beaver Creek Drive for the shell building dedication.

Tim Hall introduced Curtis Andrews of RADAR who made a presentation on the Piedmont Area Regional Transit (PART) bus service. PART began as a demonstration grant which funded one bus and the state recently approved a second bus with no local contribution for a period of two years. Mr. Andrews reviewed operations giving statistics on ridership and route changes. He noted the community was fortunate to be able to secure the second bus as well as the demonstration grant which will run out September 30, 2009. Mr. Hall stated the committee feels that this is the best way to provide this service to the community and he suggested that dividing the number of riders by our local cost would be a truer picture of the cost per rider. Mr. Teague stated he wanted to be sure we have investigated if there is a better way to meet the need with our size community at a lesser cost. After discussion, a motion was made by Gene Teague, seconded by Danny Turner, with a 5-0 vote to adopt the following resolution authorizing the application for state aid to public transportation. The County also adopted a similar resolution with a 6-0 vote. Following is a copy of the signed resolution:

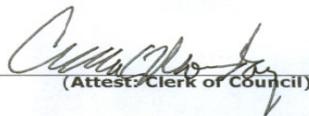
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## Resolution Authorizing the Application for State Aid to Public Transportation

BE IT RESOLVED by the Martinsville City Council that the Martinsville City Manager is authorized, for and on behalf of the Martinsville City Council, hereafter referred to as the, **PUBLIC BODY**, to execute and file an application to the Department of Rail and Public Transportation, Commonwealth of Virginia, hereafter referred to as the, **DEPARTMENT**, for a grant of financial assistance in the amount of \$106,604 to defray the costs borne by the **PUBLIC BODY** for public transportation purposes and to accept from the **DEPARTMENT** grants in such amounts as may be awarded, and to authorize the Martinsville City Manager to furnish to the **DEPARTMENT** such documents and other information as may be required for processing the grant request.

The Martinsville City Council certifies that the funds shall be used in accordance with the requirements of Section 58.1-638.A.4 of the Code of Virginia, that the **PUBLIC BODY** will provide funds in the amount of \$8,396, which will be used to match the state funds in the ratio as required in such Act, that the records of receipts of expenditures of funds granted the **PUBLIC BODY** may be subject to audit by the **DEPARTMENT** and by the State Auditor of Public Accounts, and that funds granted to the **PUBLIC BODY** for defraying the expenses of the **PUBLIC BODY** shall be used only for such purposes as authorized in the Code of Virginia. The undersigned duly qualified and acting Mayor of the **PUBLIC BODY** certifies that the foregoing is a true and correct copy of a Resolution, adopted at a legally convened meeting of the Martinsville City Council held on the 31<sup>st</sup> day of August, 2009.

  
\_\_\_\_\_  
Kathy Lawson

  
\_\_\_\_\_  
(Attest: Clerk of Council)

\_\_\_\_\_  
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George Lyle, County Attorney, and Eric Monday, City Attorney, explained the proposed Revenue Sharing Agreement noting one change made in item 1. On a motion by Gene Teague, seconded by Mark Stroud, with a 5-0 vote, the following amended Revenue Sharing Agreement was approved by the City and the County also approved this agreement with a 6-0 vote:

### PATRIOT CENTRE REVENUE SHARING AGREEMENT

**THIS AGREEMENT** is made entered into this **31<sup>st</sup> day of August, 2009**, executed in quintuplicate originals each executed copy constituting an original) by and between the **COUNTY OF HENRY, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, (the "County"), the **CITY OF MARTINSVILLE, VIRGINIA**, a municipal corporation of the Commonwealth of Virginia (the "City"), and the **HENRY COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY**, a political subdivision of the Commonwealth of Virginia (the "Henry County IDA").

**Whereas**, the County and the City have reached this Agreement, pursuant to Virginia Code section 15.2-1301, as amended, providing for the sharing of certain revenue between the two localities; and

**Whereas**, the County and the City have determined that the economic growth and development of the region and the comfort, convenience and welfare of their citizens require the development of industrial and business facilities; and

**Whereas**, the County and the City have recognized that regional cooperation in industrial and business development will increase the opportunities for the localities to achieve a greater degree of economic stability; and

**Whereas**, the County and the City have agreed that the most appropriate location commence joint development of sites for industrial and business facilities in the County's Patriot Centre; and

**Whereas**, property within the Patriot Centre is owned by the Henry County IDA; and

**Now, therefore, in consideration of the mutual obligations and covenants set forth herein, the parties agree as follows:**

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1. The terms and conditions of this Agreement shall apply to all such land designated as "Revenue Shared" on Exhibit A, attached to this Agreement and incorporated by reference herein as if fully set forth. In the event of any ambiguity between the text of this Agreement and Exhibit A, such ambiguity shall be conclusively resolved so as to apply the terms and conditions of this Agreement to any and all land, whether in tracts, parcels, lots, or any other division or subdivisions, located at the Patriot Centre which is titled in the name of the County or the Henry County IDA at the execution of this Agreement, excepting such land that is reserved for rights-of-way for ingress or egress, for the provision of utilities or other services, which is subject to certain restrictions in the original grant of title, or which is not viable for commercial development according to contemporary standards of economic analysis.
2. The Henry County IDA agrees to use funds transferred to it pursuant to this Agreement to develop such land for industrial and business facilities as directed by the County and the City.
3. The City's willingness to participate with the County in the development of land at the Patriot Centre is contingent upon the localities obtaining funds sufficient to cover all costs associated with site development and related work. This Agreement does not obligate the City to expend any of own funds to support the development of any land located at the Patriot Centre.
4. The parties agree that the County will be responsible for the marketing and the sale of all land located in the Patriot Centre.
5. The County agrees that when a business locates on any land located in the Patriot Centre the County will pay to the City one-third of all revenues generated by the real estate, personal property, machinery and tools, and consumer utility taxes collected by the County from the business located on such site. Payment shall be made after the County is reimbursed for land and infrastructure costs in excess of grant funds and after repayment of any cash incentives that may be paid to the County.
6. Before the County or the Henry County IDA sells any land located in the Patriot Centre to a non-taxpaying entity, the County and Henry County IDA must obtain the City's approval. While the City will not withhold its approval unreasonably, under certain circumstances the City may condition its approval upon the County compensating the City for the loss of revenues the City otherwise would have received if a taxpaying business had purchased the site.
7. The County's obligation to make any payment to the City pursuant to this agreement shall be subject to the annual appropriation of sufficient funds by the County Board of Supervisors.
8. The County shall pay any portion of tax revenues due to the City within sixty days of receipt of such revenues by the County.
9. This agreement shall be binding upon and inure to the benefit of the County and the City and to each of the future governing bodies of the County and the City, and upon any successor to either the County or the City.
10. The parts and provisions of this Agreement are severable. If any part or provision shall be invalid by a court of competent jurisdiction, the remainder of this agreement shall remain in full force and effect.
11. The parties acknowledge that this agreement incorporates all terms and conditions agreed to between them, and further agree that the Agreement may be amended, modified or supplemented, in whole or in part, by mutual consent of the County and the City, by a written document of equal formality and dignity duly executed by the authorized representatives of the County and the City.
12. The parties acknowledge that this Agreement in all respects supersedes that certain Revenue Sharing Agreement executed between them dated April 30, 2002 and all amendments, modifications and supplements thereto, which shall henceforth be void and of no effect, subject to the exception, however, that any sites within the Patriot Centre conveyed to third parties prior to the date of this Agreement shall be subject to the terms and conditions of the agreements, as amended, modified or supplemented, in effect at the time such conveyance was recorded in the office of the Clerk of the Circuit Court of Henry County.
13. This agreement shall be governed according to the laws of the Commonwealth of Virginia.

Witness the following signatures and seals:

COUNTY OF HENRY, VIRGINIA,  
a political subdivision of the Commonwealth of Virginia

\_\_\_\_\_  
By: Chairperson, Board of Supervisors

Attest: \_\_\_\_\_  
Clerk of the Board of Supervisors

Approved as to form: \_\_\_\_\_  
County Attorney

CITY OF MARTINSVILLE, VIRGINIA,  
a municipal corporation of the Commonwealth of Virginia

\_\_\_\_\_  
By: Mayor

Attest: \_\_\_\_\_  
Clerk of the City Council

Approved as to form: \_\_\_\_\_  
City Attorney

HENRY COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY,  
a political subdivision of the Commonwealth of Virginia

\_\_\_\_\_  
By: Chairperson

Attest: \_\_\_\_\_  
Clerk of the Authority

Approved as to form: \_\_\_\_\_  
Authority Counsel

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City Council then considered various matters related to Social Services relocation. County Engineer, Jeff Turton, and Amy Tuttle, Social Services Director, reviewed the space plan design. County Administrator Benny Summerlin briefed both boards on the DSS relocation budget giving cost estimates as follows and he noted the \$700,000 amount should hold:

**HENRY-MARTINSVILLE SOCIAL SERVICES  
RE-LOCATION BUDGET**

1.	Building Renovation	\$203,590
2.	Modular Furniture	\$106,680
3.	Other Furniture/Fixtures	\$ 53,320 estimate
4.	Mechanical Equipment	\$ 32,716
5.	Paving	\$ 42,870
6.	Phone and Data Wiring	\$ 8,000 estimate
7.	Telephone System	\$ 42,000 estimate
8.	Northrup Gruman IT Cost	\$ 13,000 estimate
9.	Building & Grounds Equipment	\$ 10,000 estimate
10.	Engineering Costs	\$ 24,500
11.	Moving Costs	\$ 5,000 estimate
12.	Sprinkler System Modifications	\$ 8,000 estimate
13.	Signage, Dumpster, Sound Panels, Cleaning, etc.	\$ 18,647 estimate
14.	Security Equipment	\$ 25,000 estimate
15.	Miscellaneous Electrical	\$ 10,000 estimate
16.	Contingency	\$ 96,677
	Total	\$700,000

After discussion involving the annual inspection of the DSS building, and on a motion by Gene Teague, seconded by Mark Stroud, with a 4-1 vote, Danny Turner dissenting, the City agreed to approve the following Lease Agreement with the Henry-Martinsville Department of Social Services contingent upon final approval of the depreciation schedule by the Virginia Department of Social Services:

**LEASE AGREEMENT**

THIS LEASE AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between The County of Henry, Virginia, (hereinafter referred to as the "County") whose address is P. O. Box 7, 3300 Kings Mountain Road, Collinsville, Virginia, and the City of Martinsville, Virginia, (hereinafter referred to as the "City") whose address is P. O. Box 1112, 55 East Church Street, Martinsville, Virginia, 24112, hereinafter referred to as (the "Owners"), and The Henry-Martinsville Department of Social Services, (hereinafter referred to as the "Social Services") whose address is P. O. Drawer 832, Martinsville, Virginia, 24114, 20 Progress Drive, Martinsville, 24112 (hereinafter referred to as the "Tenant").

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The Owners hereby designate the County of Henry as the Landlord.

In consideration of the mutual promises and covenants set forth below, as well as other good and valuable consideration, the receipt of which is acknowledged, the parties hereto agree as follows:

1. **REAL PROPERTY, TERM OF OCCUPANCY, AND RENEWALS.** Owners hereby lease to Tenant the property and improvements at (the "Premises" as shown on the attached exhibit, for the term of five (5) years, commencing upon occupancy, and expiring on December 31, 2014. This Lease Agreement shall automatically renew for additional one year terms, each year unless a party hereto provides the other parties written notice of intent not to renew ninety (90) days prior to the expiration of the term.
2. **ADA ACCESSIBILITY.** Prior to delivery of facility to tenant, landlord shall certify to tenant that the premises comply with the minimum requirement of the American's with Disabilities Act of 1990 (ADA).
3. **USE OF PREMISES.** The Premises will be used by Tenant as the offices of the Henry-Martinsville Department of Social Services and for no other purpose.
4. **ACCEPTANCE OF PREMISES AND ANNUAL INSPECTION.** Landlord and tenant agree that prior to occupancy of premises, a representative of the owners and tenant shall inspect the leased area to determine if there are any repairs necessary before occupancy. Prior to March 1 of each year the owners and tenant shall inspect the facility to determine if any items are in need of repairs or replacement that would be the responsibility of the owners to be considered in the annual budget process. The tenant is responsible for submitting the annual inspection report.
5. **RENT.** Tenant agrees to pay as rent the total sum of Seventy Five Thousand Dollars (\$75,000) annually. Beginning upon occupancy said rent will be paid in arrears in five equal monthly installments due and payable on the last day of business each month, without notice, demand, or offset, in monthly installments of Two Thousand Six Hundred and Seventy Six Dollars (\$2,676.00) for each the month of occupancy through the last day of April 2010. Due to the joint ownership of the leased premises the Tenant will remit 66% of the rent (\$1,766.00) to the County of Henry and 34% of the rent (\$909.84) to the City of Martinsville, as designated in this lease. On May 31, 2010 Tenant shall pay as rent Twenty-Two Thousand Seven Hundred and Eighty Two Dollars (\$22,782.00), said rent being contingent upon Tenant funds availability. Due to the joint ownership of the leased premises the Tenant will remit 66% of the May 31, 2010 rent (\$13,669.20) to the County of Henry and 34% of the May 31, 2010 rent (\$7,745.80) to the City of Martinsville, as designated in this lease. Beginning July 1, 2010, said rent will be paid in arrears in 11 equal monthly installments due and payable on the last day of business of each and every month, without notice, demand, or offset, in monthly installments of Two Thousand Six Hundred and Seventy Six Dollars (\$2,676.00) each for the months of June 2010 through April 2011 and July through April of all subsequent fiscal years of this lease term. Due to the joint ownership of the leased premises the Tenant will remit 66% of the rent (\$1,766.00) to the County of Henry and 34% of the rent (\$909.84) to the City of Martinsville, as designated in this lease. On May 31, 2011, and again on May 31 of each and every subsequent year of this and subsequent lease terms, Tenant agrees to pay Forty Five Thousand Five Hundred and Sixty Four Dollars (\$45,564.00) rent, said June 1 rent payment being contingent upon Tenant funds availability.
6. **PARKING.** The landlord agrees to provide 199 parking spaces for the non-exclusive use of the tenant. Eight parking spaces shall be designated for handicapped parking. If the owners upfit additional unfinished space in the building and lease to one or more additional tenants, the owners agree to provide additional parking spaces to accommodate the additional tenants.
7. **SIGNAGE.** The Landlord will cooperate with the tenant to allow installation of building and monument signage of an agreed upon size and style.
8. **UTILITIES.** The Tenant shall pay, as and when the same become due and payable, all charges for water and sewer, and all charges for electricity, gas, heat, telephone service and other utilities supplied the Premises.
9. **ALTERATIONS AND IMPROVEMENTS.** Tenant agrees that no alterations, installations, and major repairs shall be done to the Premises without Landlord's written consent. Such consent will not be unreasonably withheld.
10. **MAINTENANCE AND REPAIRS OF PREMISES.**
  - (A) During the term of this lease, Tenant shall keep the interior of the Premises in good order and repair. Damage by fire, the elements or other casualty, and repairs or replacements as outlined herein shall be the obligation of Landlord. Tenant shall also keep the premises free from refuse and other debris during the term hereof. Tenant will also be responsible for procuring janitorial services for the Premises.
  - (B) Tenant shall enter into preventative maintenance contracts and be responsible for all repairs to heating, ventilating and cooling equipment, elevator and fire alarm/security systems installed on the premises; provided, however, that Landlord shall be responsible for the replacement thereof when necessitated by age and ordinary wear and tear, fire, the elements or other casualty.
  - (C) Tenant also accepts the responsibility for payment of the first one thousand dollars (\$1,000) of any repairs to the premises. Those amounts incurred over \$1,000 shall be pre-approved by the Owners and billed to and paid by the County of Henry (66%) and the City of Martinsville (34%).
11. **SNOW REMOVAL AND LAWN MAINTENANCE.** Tenant is responsible for maintenance of all exterior common areas including the collection and removal of litter and trash, mowing of grass, maintenance of landscaping and removal of snow and ice from sidewalks. The City agrees to remove snow from the parking lot area. Tenant acknowledges that said snow removal from parking lot by Owner shall occur at the same time as snow is removed from Progress Drive by the City of Martinsville.

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12. **INSPECTIONS AND ACCESS.** Landlord and its representatives may enter the premises to make inspections, repairs, decorations, alterations or improvements. Except in case of emergency or when it is impractical to give notice, Landlord will give Tenant reasonable notice of Landlord's intent to enter and may enter the Premises only at reasonable times.

13. **COVENANTS BY LANDLORD.** The County of Henry shall keep the Premises insured against loss or damage. The City shall pay 34% of said costs. Tenant is responsible for insuring the contents of the leased area and shall pay for same and provide proof of insurance to the County.

14. **COVENANTS BY TENANT.**

(A) Tenant shall (1) use, maintain and occupy the premises in a careful, safe, proper and lawful manner, keep the appurtenances, including adjoining areas and sidewalks in a clean and safe condition; (2) maintain the Premises at its own expense in a clean, orderly and sanitary condition, free of insects, rodents, vermin and other pests; (3) not permit undue accumulations of garbage, trash, rubbish and other refuse; (4) remove such refuse at its own expense.

(B) Tenant shall, at its expense, keep the Premises, signs and sidewalks and the parking areas, as designated, adjacent to the premises, in a clean, safe and sanitary condition; conform to applicable laws, ordinances, regulations, and codes; and store all trash and garbage within the premises, or in such places as Landlord may designate. Tenant shall not mark, drill, deface, injure or damage the premises; conduct business so as to constitute a nuisance to other property owners or tenants or occupants in the building and area; burn trash on the property; permit rubbish, refuse or garbage to accumulate or a fire hazard to exist about the Premises; overload any floor facility; or throw foreign substances in plumbing facilities or use the same for any purpose other than that for which constructed.

Tenant agrees not to change or add locks without giving Landlord immediate notice and a duplicate of all keys, except in those areas where checks, marketable securities, food stamps and any confidential documents are stored.

Tenant agrees to pay all costs resulting from the intentional or negligent destruction, damage or removal of any part of the Premises by Tenant or by any of Tenant's guests or other persons on the Premises with Tenant's consent.

15. **ASSIGNMENT OR SUBLET.** Tenant will not assign this Lease or sublet the Premises without Landlord's prior written consent. No assignment or sublet will release Tenant from continuing liability for the full performance of this Lease unless Landlord signs a written statement clearly releasing Tenant from such liability.

16. **NOTICES.** All notices in writing required or permitted by this Lease may be delivered in person, or sent by certified mail, return receipt requested (postage prepaid) to Landlord, Tenant or Agent at such parties' addresses, as set forth herein or at such other address as a party may designate from time to time by notice given in accordance with the terms of this section; however, Tenant shall be deemed to have received notice if such notice is delivered or served at the address of the Premises. The County's recipient for notice shall be the County Administrator whose address is P. O. Box 7, 3300 Kings Mountain Road, Collinsville, Virginia 24078. The City's recipient for notice shall be the City Manager whose address is P. O. Box 1112, 55 East Church Street, Martinsville, Virginia, 24112. The Social Services recipient for notice shall be the Director whose address is P. O. Drawer 832, 20 Progress Drive, Martinsville, Virginia 24112.

17. **HEADINGS.** The headings of the sections of this Lease are inserted for convenience only and do not alter or amend the provisions that follow such headings.

18. **GOVERNING LAW.** This Lease is entered into and shall be construed under the laws of the Commonwealth of Virginia.

19. **SEVERABILITY.** Any provision of this Lease which is prohibited by, or unlawful or unenforceable under, Virginia law shall be ineffective only to the extent of such prohibition without invalidating the remaining provisions of this Lease.

20. **AMENDMENTS.** This Lease may be amended only by a writing signed by the parties, or by a change in Landlord's rules and regulations, provided that reasonable notice of such change is given to Tenant and provided that such changes do not substantially modify Tenant's arrangement with Landlord.

21. **ENTIRE AGREEMENT.** This Lease and any rules and regulations of Landlord constitute the entire lease agreement between Landlord and Tenant. No oral statements made by either party shall be binding.

The City of Martinsville joins in this agreement to acknowledge the Lease was prepared by the County of Henry and to signify their agreement to all the terms herein.

WITNESS the following signatures:

**COUNTY OF HENRY**

By \_\_\_\_\_

Debra Buchanan, Chairman  
Henry County Board of Supervisors

ATTEST:

\_\_\_\_\_  
Benny Summerlin, Clerk to the Board

State of Virginia,  
County of Henry, to-wit:

August 31, 2009

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by Debra Buchanan, Chairman of the Henry County Board of Supervisors and Benny Summerlin, Clerk to the Henry County Board of Supervisors, respectively, on behalf of the County of Henry.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_  
Commission Expiration & ID No.

Witness the following signatures:

**CITY OF MARTINSVILLE**

By \_\_\_\_\_

Kathy Lawson, Mayor

ATTEST:

\_\_\_\_\_  
Clarence Monday, Clerk of Council  
State of Virginia,  
City of Martinsville, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by Kathy Lawson, Mayor of the City of Martinsville and Clarence Monday, Clerk of City Council, respectively, on behalf of the City of Martinsville.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_  
Commission Expiration & ID No.

Witness the following signatures:

**HENRY-MARTINSVILLE DEPARTMENT  
OF SOCIAL SERVICES**

By \_\_\_\_\_  
Ben Meador, Chairman

Henry-Martinsville Board of Social Services

ATTEST:

\_\_\_\_\_  
Amy Tuttle, Director  
Henry-Martinsville Department of Social Services  
State of Virginia,

City of Martinsville, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by Ben Meador, Chairman of the Henry-Martinsville Board of Social Services and Amy Tuttle, Director of Social Services, respectively, on behalf of the Henry-Martinsville Department of Social Services.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_  
Commission Expiration, & ID No.

The County Board of Supervisors also approved the same lease agreement with a 5-1 vote, Jim McMillan dissenting.

Since Henry County is the fiscal agent for the DSS relocation project, the following contracts were approved by the County Board of Supervisors to be awarded as follows with a 5-1 vote, with Jim McMillan dissenting:

- Building Renovations-Quirk Design Build, \$203,590, sealed bid
- Paving-JC Joyce Paving, \$42,870 sealed bid
- Modular Furniture, \$106,680, Bassett Office Supply, seal bid
- Mechanical Equipment, \$32,716, Trane, sole source to match existing equipment and controls.
- Telephone System-not to exceed \$42,000, City of Martinsville

On a motion by Danny Turner, seconded by Mark Stroud, with a 5-0 vote, the City voted to authorize the expenditure and approve the appropriation of \$799,000 from the Fund Balance of the General Fund for the City's share of the building purchase, renovations and moving expenses for the Department of Social Services as follows:

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BUDGET ADDITIONS FOR 08/31/2009

<u>ORG</u>	<u>OBJECT</u>	<u>DESCRIPTION</u>	<u>DEBIT</u>	<u>CREDIT</u>
<b><u>FY10</u></b>				
<b><u>GENERAL FUND</u></b>				
01103938	462101	Contribution from Fund Balance		799,000
01913250	508245	General Expense/Social Services Bldg. Project	799,000	
		Appropriate funds for Dept of Social Services Project		
<b>Total General Fund:</b>			799,000	799,000

The County Board of Supervisors then voted to amend the FY10 County Budget with a 5-1 vote, Jim McMillan dissenting.

After discussion, a motion was made by Gene Teague, seconded by Danny Turner, with a 5-0 vote, the City voted to hold a public hearing on September 22, 2009 for public input on disposition of the 20 E. Church Street building which will become vacant when DSS moves out. Both the city and county boards agreed to hold off on solicitation of bids until first quarter of 2010. The County approved, with a 6-0 vote, to hold a public hearing on September 22, 2009.

There being no further business to come before Council during their special joint meeting, the meeting adjourned at 8:50 pm.

\_\_\_\_\_  
Clarence Monday  
Clerk of Council

\_\_\_\_\_  
Kathy C. Lawson  
Mayor