City of High Point

Municipal Office Building
211 South Hamilton Street
High Point, NC 27261

Meeting Agenda

Monday, May 2, 2011

4:45:00 PM

Council Chambers

Committee of the Whole

Rebecca R. Smothers, Mayor
Latimer B. Alexander, IV, Mayor Pro Tem
James Corey, Foster Douglas, A.B. Henley, III,
Britt W. Moore, Michael D. Pugh,
Bernita Sims, M. Christopher Whitley

ROLL CALL, PRAYER, PLEDGE OF ALLEGIANCE

PRESENTATION OF ITEMS

FINANCE COMMITTEE - Council Member Alexander, Chair

Committee Members - Whitley, Smothers, Corey

110079 **Contract - Bid No. 25 - Scale House & Maintenance Building - Kersey Valley Landfill**

Award of contract for Bid No. 25 for Scale House & Maintenance Building for the Kersey Valley Landfill. Purchasing and Public Services recommend that contract be awarded to Fabco Construction, Inc., in the amount of $511,000.00 which is the lowest responsible and responsive bidder meeting specifications.

110080 **Contract - Bid No. 27 - Forrest/Farris Stormwater Improvements**

Award of contract awarding Bid No. 27 for the Forrest/Farris Stormwater Improvements. Purchasing and Public Services recommends that contract be awarded to Sealand Contractors Corporation in the amount of $4,473,242.00 which is the lowest responsible and responsive bidder meeting specifications.

110081 **Contract - Bid No. 28 - Entrance Facilities - Kersey Valley Landfill**

Award of contract for Bid No. 28 for Entrance Facilities for the Kersey Valley Landfill. Purchasing and Public Services recommends that contract be awarded to Triangle Grading & Paving in the amount of $929,724.72 which is the lowest responsible and responsive bidder meeting specifications.

110086 **Purchase of Equipment for Street Department - Wheel Loader**

Council is requested to accept a quote in the amount of $127,907.58 submitted by James River Equipment Company for the purchase of a new 2011 John Deere 524K Wheel Loader for the street department.

110082 **Citrix XenApp Computer System - Purchase of Additional Licensing**

Consideration of request from the Information Technology Services department to purchase 715 additional licenses in the amount of $186,439.83 from NWN Corporation - Greensboro for the Citrix XenApp computer system.

110084 **Parks & Recreation - Revised Fee for City Lake Swimming Pool**

Approval of recommendation by the Parks and Recreation Commission to increase the Swimming Pool fee at City Lake Park from $4.00 to $6.00 to match the fee charged for the Water Slide.

110059 **Budget Ordinance Amendment - Recognizing Structural Fund Changes**

Council is requested to adopt a technical budget ordinance amendment to recognize structural fund changes required by GASBS 54 and to appropriate reclassified revenues and related expenditures related to GASBS 54.

110085 **Guilford County - Interlocal Agreements - Tax Collection/Public Library/Animal Shelter**

Council is requested to approve interlocal agreements with Guilford County for (1) Tax Collection (2) Public Library and (3) Animal Shelter and Control Services.

PUBLIC SAFETY & COMMUNITY DEVELOPMENT COMMITTEE - Council Member Sims, Chair

Committee Members - Alexander, Douglas, Corey

110087 **Community Development and Housing Department - Annual Action Plan 2011-2012**

Council is requested to approve the Community Development and Housing Department's 2011-2012 Annual Action Plan. The department has completed necessary activities for preparation and submission of the Plan to the Department of Housing and Urban Development (HUD).

Pending Items

110045 **Ordinance - Vacate/Close Structure - 800 E. Commerce Street**

Council is requested to adopt an ordinance ordering the Inspector to effectuate the vacating and closing of a structure located at 800 E. Commerce Street belonging to Nathaniel E & Margaret G. Bolds.

3/21/2011	Committee of the Whole	deferred	Public Safety & Community Development Committee

PLANNING, ECONOMIC DEVELOPMENT & INFORMATION TECHNOLOGY COMMITTEE - Council Member Whitley, Chair

Committee Members - Sims, Henley, Moore

Pending Items

110038 **Part 150 Assessment Report**

Consideration of a report from the Planning and Development Department that assesses the PTIA Part 150 Airport Noise Compatibility Study including a recommendation to amend the Airport Overlay District.

3/21/2011	Committee of the Whole	referred	Planning , Economic Dev. & Information Technology Committee

110053 **City of High Point Incentives Policies**

Council is requested to receive the following Incentives Policy Review Committee recommendations:

2) City of High Point Job Creation Incentives Policy [new]
4) City of High Point Retail Incentives Policy [new]

Note: For Parts 1 and 3 of the Incentive Policies, please refer to Legislative Matter 110032.

PUBLIC COMMENT PERIOD - 5:15 P.M.

PUBLIC HEARINGS ON ITEMS (None Scheduled)

ADJOURNMENT

Parks & Recreation Department

Allen Oliver
Director

NORTH CAROLINA'S INTERNATIONAL CITY™

MEMORANDUM

To: Pat Pate, Assistant City Manager

From: Allen Oliver, Parks and Recreation Director

Date: April 25, 2011

Subject: Update to Fees and Charges

On June 21, 2010 City Council adopted the Fees and Charges Manual recommended by the Parks and Recreation Commission. This recommendation included increasing the Swimming Pool fee at City Lake Pool from $4.00 to $6.00 to match the fee charged for the Water Slide.

In past years we have offered a Group Rate for 20 or more swimmers at $3.00 per person, this is $1.00 off the regular entry fee for the pool. In last year's recommendation we did not include an increase in the Group Rate which was an over site on our part. The Group Rate should have been increased to $5.00 to match the increase in the daily entry fees for the Pool.

The Parks and Recreation Commission approved the update at the April Commission meeting. I am requesting Council Approval of this change. I will be available to answer questions or address comments at the next Finance Committee Meeting.

/AO

136 Northpoint Avenue • P.O. Box 230 • High Point, NC • 27262 • USA
Phone: 336-883-3473 • Fax: 336-883-3281 • www.highpointnc.gov./pr

City of High Point

Strib Boynton
CITY MANAGER

HIGH POINT
NORTH CAROLINA'S INTERNATIONAL CITY™

Memo To: Mayor Smothers and City Council Members

From: Strib Boynton

Date: April 27, 2011

Subject: Interlocal Tax Collection, Public Library, and Animal Shelter and Control Agreements with Guilford County

Attached for your review and consideration are the recommended new interlocal agreements with Guilford County covering services and costs for tax collection, public library, and animal shelter and control.

The recommended 5 year agreements cover services and costs from July 1, 2011 to June 30, 2016 as outlined in each new agreement.

Under terms in the current agreements, we currently budget $210,000 in net annual bottom line City payments to Guilford County for these services. Under the new agreements, the net difference for these services will be a Guilford County payment to the City of $37,504.

	Current Agreements	New Agreements
County Payments to City		
Library	$385,000	$384,704
City Payments to County		
Tax Office	350,000	347,200
Animal Control	245,000	- 0 -
Net City (Cost) Benefit	($210,000)	$37,504

The real savings to High Point come from Guilford County agreeing to pick up the $245,000 cost of the animal shelter previously charged to the City. We will continue to provide our own animal collection services. Cost sharing for tax collection and library services, for the first time, will be formula based with the new agreements, with a net annual payment to the City of $37,504.

Your approval of the new 5 year agreements on Monday would be appreciated.

Thanks.
Strib

Cc: Lou Hedrick
Pat Pate

GUILFORD COUNTY CONTRACT NO. 42120-03/11-172
CITY OF HIGH POINT

NORTH CAROLINA

GUILFORD COUNTY

INTERLOCAL AGREEMENT ON TAX COLLECTION

This is an interlocal cooperation agreement (hereinafter called the "Interlocal Agreement ") made this the _____ day of ___________________, 2011, and effective as of the 1st day of July, 2011, by and between City of High Point, a municipal corporation in the State of North Carolina (hereinafter called the "CITY,") and Guilford County, North Carolina, a body politic and corporate (hereinafter called the "COUNTY"), and also collectively referred to as the "Parties."

WITNESSETH

WHEREAS, on December 3, 1946, the City of High Point and the Board of Commissioners of Guilford County entered into a Contract, and the Parties amended the Contract on April 30, 2008 and on July 1, 2010, whereby the COUNTY agreed to provide ad valorem tax listing and collection services to the CITY; and

WHEREAS, the prior agreements provided that the Contract may be abrogated and annulled at the end of any fiscal year by either party; provided that the party wishing to annul the Contract notify the other of its purpose ninety (90) days before the beginning of the calendar year in which the Contract is annulled; and

WHEREAS, the CITY and COUNTY have determined that it is in the public benefit and interest to enter into a new Interlocal Agreement to provide for the listing, billing and collection by the COUNTY of ad valorem taxes levied by the CITY within Guilford County; and

WHEREAS, the parties have agreed that the negotiated payment set forth herein is in the best interests of its citizens; and

WHEREAS, the North Carolina General Statutes in Chapter 160A, Article 20, provide that units of local government may enter into agreements in order to execute an undertaking providing for the continual exercise by one unit of any power, function or right, including the collection of taxes; and

WHEREAS, the CITY and the COUNTY agree this Interlocal Agreement shall continue for five (5) years, from July 1, 2011 to June 30, 2016, unless terminated pursuant to the terms herein; and

WHEREAS, the governing bodies of the CITY and COUNTY have ratified this Interlocal Agreement by resolutions being recorded in their respective minutes; and

THEREFORE, in consideration of the mutual covenants, terms and conditions contained in this Interlocal Agreement herein accruing to the benefit of each of the respective parties hereto and other good and valuable consideration, receipt and sufficiency of which is acknowledged by the CITY and the COUNTY, the parties agree as follows:

1. COUNTY Billing and Collection of CITY Taxes. The COUNTY will bill and collect ad valorem taxes, auto privilege tax and other related charges for CITY properties located within Guilford County, including current or delinquent taxes due to the CITY, beginning July 1, 2011, for the 2011-12 fiscal year.

2. Term of Agreement. This Interlocal Agreement shall continue for five (5) years, from July 1, 2011 to June 30, 2016, unless terminated pursuant to the terms herein.

3. Compliance. COUNTY will comply with all applicable tax collection laws of North Carolina, including those contained in Subchapter II of Chapter 105 of the General Statutes of North Carolina, and all administrative mandates issued by the State of North Carolina.

4. Records and Accounts.

(a) The COUNTY shall be responsible for maintaining, in an on-line environment, all ad valorem tax records, auto privilege tax records and other related charges, including amounts paid and unpaid, in the same manner as COUNTY records are maintained.

(b) The CITY will provide the COUNTY with all necessary information for wire transfer for all funds due the CITY, the COUNTY will properly account and distribute such funds by electronic transfer or other mutually agreed-upon method, on a daily basis and notify the CITY Finance Director by 10:00 a.m. each day on amounts to be transferred.

(c) The COUNTY shall provide the CITY with all necessary and required reports in such format and detail to enable the CITY to prepare and record the necessary financial transactions. Such reports shall be mutually agreed upon by the CITY and COUNTY Finance Directors.

(d) The COUNTY shall provide the CITY'S designated staff and External Auditors, during regular business hours, access to the CITY Tax Receivables' daily cash transactions, and other records pertaining thereto to the fullest extent practicable.

(e) The CITY shall provide the COUNTY Tax Collection Office with access, to the extent legally allowable, into the CITY'S water service system, privilege license system, and any other systems that the CITY deems to be beneficial in the collection of CITY Taxes.

5. Maintenance of a Tax Department branch office located in the CITY. The COUNTY shall maintain a Tax Department branch office for the collection of taxes owed to the CITY. Said branch office shall be located in the City of High Point.

6. Pro Rata Payments. The COUNTY shall distribute part payments received from CITY taxpayers on a proportionate basis between taxes owed the COUNTY and the CITY, such distribution to be the basis of respective tax rates, after all interest and penalties are first paid.

7. Delinquent Taxes, Foreclosure. COUNTY shall advertise for CITY all delinquent ad valorem taxes that constitute a lien on real property in the same advertisement in which the COUNTY advertises its delinquencies. COUNTY shall perform all foreclosure proceedings when applicable to CITY tax liens to the extent permitted by law.

8. Approval of Discount Rates. Subject to actions and approvals as required by the CITY Council and the Board of COUNTY Commissioners, and the State Department of Revenue, pursuant to G.S. 105-360, the same early discount rate will apply to COUNTY and CITY taxes.

9. Refunds and Rebates. Applications from CITY taxpayers for refunds and rebates for CITY taxes shall be considered by the COUNTY and determined in the same manner as applications for refunds and rebates on COUNTY taxes. CITY refunds will be deducted from daily transfer amounts due CITY.

10. Adoption of Tax Rates. The CITY will make every effort to adopt its tax rate not later than July 1 of any fiscal year. However, in the event it is necessary to adopt an interim budget, the CITY will adopt its tax rate not later than August of any fiscal year pursuant to G.S.105-347.

11. Costs for Billing and Collection. The COUNTY shall incur all costs for preparing, printing, billing and collections the CITY tax bills, including follow-up notices.

12. Annexations. The CITY agrees to make every effort concerning involuntary annexations, to make such annexations effective on June 30th prior to the ensuing fiscal year. With respect to voluntary annexations, the CITY will provide the COUNTY information on the date of annexation of each such boundary annexation, and the COUNTY shall prorate taxes due the CITY and collect them accordingly.

13. Acquisition upon Foreclosure. In the event a foreclosure requires the acquisition of property located in the CITY, the CITY agrees to bid on the property in an amount sufficient to cover all CITY and COUNTY ad valorem taxes.

14. Bankruptcy Proceedings. The COUNTY shall file the CITY'S claim for ad valorem taxes due

in all proceedings under the Bankruptcy Act.

15. Annual Payment to COUNTY. The annual fee for collection services for each fiscal year shall be a flat amount (equivalent to approximately 0.62% of Fiscal Year 2010 collections) payable by December 31 of that fiscal year. The fee for collection services for each Fiscal Year of this Contract term shall be $347,200.00

16. Termination. This Interlocal Agreement may be terminated by either party by providing twelve (12) months notice prior to the start of the next fiscal year. Upon notice of termination of the Interlocal Agreement, the COUNTY shall deliver to the CITY all tax records, in a customary electronic data format, or in whatever form held in its hands, pertaining to its listing, billing, and collecting, consistency of the tax bills, tax scrolls, and other related records by February 1 of the fiscal year in which the termination shall be effective. The COUNTY shall continue to collect current and delinquent taxes through June 30 of the fiscal year in which the termination shall be effective. Upon termination of the Interlocal Agreement the COUNTY shall provide a full accounting to the CITY of the status of all tax collections. After June 30 of the fiscal year in which the termination becomes effective, the COUNTY shall not be further obligated either as to current or delinquent taxes due to the CITY.

17. Entire Agreement. This Interlocal Agreement, including all exhibits or attachments if any, sets forth the entire Agreement between the Parties regarding the services and matters set forth herein. All prior conversations or writings between the Parties hereto or their representatives on this subject matter are merged within and extinguished. This Interlocal Agreement shall not be modified or amended except by a written instrument executed by duly authorized representatives of the Parties herein.

18. Notice. Notice under this Interlocal Agreement shall be deemed sufficient upon the mailing to the parties by certified or registered mail at the following locations:

Guilford County County Manager P.O. Box 3427 Greensboro, NC 27402	City of High Point City Manager P.O. Box 230 High Point, NC 27261

SIGNATURES ON NEXT PAGE

IN WITNESS THEREOF, the parties have executed this Interlocal Agreement in their respective names and titles, by their proper officials, all by the authority of appropriate resolutions of the governing bodies of each of the taxing units, duly adopted, as of the day and year first written above.

ATTEST:	GUILFORD COUNTY
By:____________________ Clerk to Board	By:____________________ Melvin Skip Alston, Chairman
APPROVED AS TO CONTENT: ____________________ County Tax Department Representative	THIS INSTRUMENT HAS BEEN PREAUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT.
	By:____________________ County Finance Director
ATTEST:	THE CITY OF HIGH POINT
By:____________________ City Clerk	By:____________________ Rebecca R. Smothers, Mayor
APPROVED AS TO FORM AND LEGAL SUFFICIENCY.	THIS INSTRUMENT HAS BEEN PREAUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT.
By: ____________________ City Attorney	By:____________________ City Finance Director

NORTH CAROLINA
GUILFORD COUNTY

INTERLOCAL AGREEMENT
BETWEEN THE CITY OF HIGH POINT AND THE COUNTY OF GUILFORD
FOR THE PROVISION OF ANIMAL SHELTER AND CONTROL SERVICES

This is an interlocal cooperation agreement made this the _____ day of ___________________, 2011, by and between City of High Point, a municipal corporation in the State of North Carolina (hereinafter called the "CITY"), and Guilford County, North Carolina, a body politic and corporate (hereinafter called the "COUNTY"), and also collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, the North Carolina General Statutes in Chapter 160A, Article 20, provide that units of local government may enter into agreements in order to execute an undertaking providing for the continual exercise by one unit of any power, function or right, including the provision of animal control and shelter services; and

WHEREAS, in 1955, the General Assembly authorized the COUNTY and the CITY to jointly construct and operate an animal shelter; and

WHEREAS, on December 2, 1955, the CITY and the COUNTY entered into an agreement and amended it on October 16, 1959 and on July 5, 1961, whereby the Parties agreed to the contractual arrangement for the operation of an animal shelter in Guilford COUNTY; and

WHEREAS, the North Carolina General Statutes in Chapter 160A, Article 20, provide that units of local government may enter into agreements in order to execute an undertaking providing for the continual exercise by one unit of any power, function or right; and

WHEREAS, the CITY and COUNTY agree that it is in the best interest of both parties that the COUNTY assume full financial responsibility for the animal shelter; and

WHEREAS, the governing bodies of the CITY and COUNTY have ratified this Interlocal Agreement by resolutions being recorded in their respective minutes; and

WHEREAS, it is now desirable and in the mutual best interest of the CITY and the COUNTY that both parties enter into a new agreement for the operation of an animal shelter in accordance with the terms and conditions hereinafter set out.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants, terms and conditions contained herein accruing to the benefit of each of the respective parties hereto, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. Term of Agreement. This Interlocal Agreement shall continue for five (5) years, from July 1, 2011 to June 30, 2016, unless terminated pursuant to the terms herein.

2. Animal Shelter. The CITY and COUNTY agree that the COUNTY will assume full financial responsibility for the operation of the Guilford County Animal Shelter. Such responsibility includes all future capital expenditures related to the operation of the Guilford County Animal Shelter. The COUNTY acknowledges that the CITY continues to own a one-eighth (1/8) undivided ownership interest of the Guilford County Animal Shelter located at 4525 West Wendover Avenue, Greensboro, North Carolina.

3. Liability. The COUNTY shall provide legal support and representation to its employees performing work under this agreement. The COUNTY shall handle all claims arising out of its operation of the animal shelter. The COUNTY agrees that the CITY shall have no responsibility or liability regarding any such claims.

4. Termination. This Interlocal Agreement may be terminated by either party by providing twelve months notice prior to the start of the next fiscal year.

5. Notice. Notice under this Interlocal Agreement shall be deemed sufficient upon the mailing to the parties by certified or registered mail at the following locations:

Guilford County County Manager P.O. Box 3427 Greensboro, NC 27402	City of High Point City Manager P.O. Box 230 High Point, NC 27260

6. Amendments. This agreement may be amended from time to time upon mutual consent of the governing bodies of the CITY and COUNTY as expressed in writing.

7. Prior Agreements. This agreement cancels, revokes and supersedes all prior agreements written or oral between the parties concerning the animal shelter and/or animal control services.

IN WITNESS WHEREOF, the parties have executed this Interlocal Agreement in their respective names and titles, by their proper officials, all by the authority of appropriate resolutions of the governing bodies of each of the taxing units, duly adopted, as of the day and year first written above.

ATTEST:	GUILFORD COUNTY
By:____________________ Clerk to Board	By:____________________ Melvin Skip Alston, Chairman

APPROVED AS TO CONTENT

By: ______________________________
County Health Department Representative

THIS INSTRUMENT HAS BEEN PREAUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT

By: ______________________________
County Finance Director

APPROVED AS TO FORM
LEGAL SUFFICIENCY

By: ______________________________
County Attorney

ATTEST:

By: ______________________________
City Clerk

THE CITY OF HIGH POINT

By: ______________________________
Rebecca R. Smothers, Mayor

APPROVED AS TO FORM
LEGAL SUFFICIENCY

By: ______________________________
City Attorney

THIS INSTRUMENT HAS BEEN PREAUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT

By: ______________________________
City Finance Officer

GUILFORD COUNTY CONTRACT NO. 42120-03/11-173
CITY OF HIGH POINT

NORTH CAROLINA

GUILFORD COUNTY

INTERLOCAL AGREEMENT ON PUBLIC LIBRARIES

This is an interlocal cooperation agreement (hereinafter called the "Interlocal Agreement") made this the _____ day of _________________, 2011, by and between City of High Point, a municipal corporation in the State of North Carolina (hereinafter called the "CITY,") and Guilford County, North Carolina, a body politic and corporate (hereinafter called the "COUNTY."), and also collectively referred to as the "Parties."

WITNESSETH

WHEREAS, on May 15, 1997, the City of High Point and Guilford County entered into a Contract, whereby the COUNTY agreed to provide certain funds to the CITY to carry out the programs and activities of its Libraries for the benefit of all citizens of Guilford County, regardless of whether the citizens live inside or outside the City of High Point; and

WHEREAS, the CITY and COUNTY have determined that it is in the public benefit and interest to terminate this prior Contract and enter into a new Interlocal Agreement to provide for the operation and support of a Public Library system in the City of High Point for the benefit of all citizens of Guilford County; and

WHEREAS, the North Carolina General Statutes in Chapter 160A, Article 20, provide that units of local government may enter into agreements in order to execute an undertaking providing for the continual exercise by one unit of any power, function or right; and

WHEREAS, this the CITY and the COUNTY agree this Interlocal Agreement shall continue for five, (5) years, from July 1, 2011 to June 30, 2016, unless terminated pursuant to the terms herein; and

WHEREAS, the governing bodies of the CITY and COUNTY have ratified this Interlocal Agreement by resolutions being recorded in their respective minutes; and

THEREFORE, in consideration of the mutual covenants, terms and conditions contained in this Interlocal Agreement herein accruing to the benefit of each of the respective parties hereto and other good and valuable consideration, receipt and sufficiency of which is acknowledged by the CITY and the COUNTY, the parties agree as follows:

1. High Point Public Library System. The CITY, pursuant to the authority granted in G.S. 153A-261, et. seq., and in compliance with all applicable laws, shall continue to operate and support a

public library system for the benefit of all citizens of Guilford County. This public library system shall be entitled the High Point Public Library System. It shall be operated and controlled in all aspects exclusively by the CITY as the CITY deems to be in the public interest and benefit.

2. Term of Agreement. This Interlocal Agreement shall continue for five (5) years, from July 1, 2011 to June 30, 2016, unless terminated pursuant to the terms herein.

3. Annual Payment to CITY. The COUNTY shall pay to the CITY the sum of $384,704.00 for the first fiscal year of this Interlocal Agreement. The annual fee thereafter for next four fiscal years shall remain the same unless the State of North Carolina modifies the Aid to Public Libraries Fund as set out in G. S. 125-7, or its amended successor. Should the Aid to Public Libraries Fund be modified for the July 1, 2011-12 fiscal year, then the COUNTY payment to the CITY for the July 1, 2012-13 fiscal year shall be 12% of State Aid to Public Libraries funds given to the CITY for the contract year, provided however this modification of payment by the COUNTY to the CITY shall not increase nor decrease the sum paid yearly by the COUNTY during the five year term of this Interlocal Agreement by more than a total of 10% of the sum paid in FY 2011-12. The COUNTY'S ensuing annual payments for the next three years shall be determined by this formula as set forth in Exhibit A attached hereto. These annual payments shall be payable by December 31 of each fiscal year.

4. Termination. This Interlocal Agreement may be terminated by either party by providing twelve months notice prior to the start of the next fiscal year.

5. Notice. Notice under this Interlocal Agreement shall be deemed sufficient upon the mailing to the parties by certified or registered mail at the following locations:

Guilford County County Manager P.O. Box 3427 Greensboro, NC 27402	City of High Point City Manager P.O. Box 230 High Point, NC 27260

6. Maintenance of Records. The CITY shall maintain all accounts, books, ledgers, journals, and records in accordance with generally accepted accounting principles, practices, and procedures.

All books and records shall be maintained by the CITY for a period of at least three years from the date of the final payment under this Agreement and shall be made available for audit or evaluation upon request during regular business hours of the CITY.

7. Audit. The CITY shall have an annual audit of its financial records and operations performed by an independent certified public accountant with a copy of the current audit and current management letter being submitted to the Guilford County Internal Audit Office within six (6) months of the CITY'S fiscal year end. A copy of the financial records and operations of the CITY shall be provided

at the COUNTY'S discretion. The COUNTY shall be entitled to audit the financial records and operations of the CITY, and the CITY shall provide the COUNTY'S Internal and External Auditors, during regular business hours, access to the High Point Public Library system's books and records.

8. Indemnification. As a condition of receiving funds from the COUNTY, the CITY agrees to fully indemnify and hold harmless GUILFORD COUNTY, its officers, agents, and employees from and against any and all claims, demands, payments, suits, actions, costs, recoveries, and judgments of every kind and description brought out of or occurring in connection with, directly or indirectly, activities funded in part or in whole with funds made available under this Agreement.

9. The COUNTY is in no way responsible for the administration and supervision of the CITY'S officers, employees, and agents, which persons it is agreed are not officers, employees, or agents of the COUNTY.

10. Amendment. This Interlocal Agreement may only be amended by written amendments mutually agreed upon and executed by and between the COUNTY and the CITY.

11. Entire Agreement. This Interlocal Agreement contains the entire agreement regarding the matters set forth herein. This Interlocal Agreement shall not be modified or amended except by an instrument in writing signed by an authorized representative of the parties herein.

IN WITNESS THEREOF, the parties have executed this Interlocal Agreement in their respective names and titles, by their proper officials, all by the authority of appropriate resolutions of the governing bodies of each of the taxing units, duly adopted, as of the day and year first written above.

ATTEST:

By:________________________
Clerk to Board

GUILFORD COUNTY

By:________________________
Melvin Skip Alston, Chairman

APPROVED AS TO FORM
LEGAL SUFFICIENCY

By:________________________
County Attorney

THIS INSTRUMENT HAS BEEN
PREAUDITED IN THE MANNER
REQUIRED BY THE LOCAL
GOVERNMENT BUDGET AND
FISCAL CONTROL ACT

By:________________________
County Finance Director

ATTEST:	THE CITY OF HIGH POINT
By:______________________ City Clerk	By:______________________ Rebecca R. Smothers, Mayor
APPROVED AS TO FORM LEGAL SUFFICIENCY	THIS INSTRUMENT HAS BEEN PREAUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT
By: ______________________ City Attorney	By:______________________ City Finance Officer

Exhibit A

Payment under the Agreement shall be calculated as follows:

Determine the total State Aid Allocation for Libraries for the State of North Carolina the immediately preceding fiscal year; multiply that figure by .1209 (12.09%); multiply that figure by High Point Library System proportion of the total population of Greensboro and High Point Library Systems. See the example below using current figures for further explanation.

City of High Point - Fiscal Year '11 Allocation for Libraries Under Contract Formula:

Total State Aid Allocation to Libraries FY '11:	$ 15,150,881.00	
	X .1209	(12.09%)
	$ 1,831,688.00	
County Allocation to Libraries FY'11:	$ 1,831,688.00	
	X .21	(21% - High Point service population *see note below*)
	$ 384,704.00	

Therefore,

Fiscal Year '11 Guilford County shall pay to City of High Point for Libraries:	$ 384,704.00

* **NOTE*** Legal Service Populations (based on state certified 2009 population)

Guilford (Greensboro) Library System	375,990	(79% of total for Guilford County)
High Point Library System	99,963	(21% of total for Guilford County)

NORTH CAROLINA
GUILFORD COUNTY

INTERLOCAL AGREEMENT
BETWEEN THE CITY OF HIGH POINT AND THE COUNTY OF GUILFORD
FOR THE PROVISION OF ANIMAL SHELTER AND CONTROL SERVICES

This is an interlocal cooperation agreement made this the 1st day of June, 2011, by and between City of High Point, a municipal corporation in the State of North Carolina (hereinafter called the "CITY"), and Guilford County, North Carolina, a body politic and corporate (hereinafter called the "COUNTY"), and also collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, the North Carolina General Statutes in Chapter 160A, Article 20, provide that units of local government may enter into agreements in order to execute an undertaking providing for the continual exercise by one unit of any power, function or right, including the provision of animal control and shelter services; and

WHEREAS, in 1955, the General Assembly authorized the COUNTY and the CITY to jointly construct and operate an animal shelter; and

WHEREAS, on December 2, 1955, the CITY and the COUNTY entered into an agreement and amended it on October 16, 1959 and on July 5, 1961, whereby the Parties agreed to the contractual arrangement for the operation of an animal shelter in Guilford COUNTY; and

WHEREAS, the North Carolina General Statutes in Chapter 160A, Article 20, provide that units of local government may enter into agreements in order to execute an undertaking providing for the continual exercise by one unit of any power, function or right; and

WHEREAS, the CITY and COUNTY agree that it is in the best interest of both parties that the COUNTY assume full financial responsibility for the animal shelter; and

WHEREAS, the governing bodies of the CITY and COUNTY have ratified this Interlocal Agreement by resolutions being recorded in their respective minutes; and

WHEREAS, it is now desirable and in the mutual best interest of the CITY and the COUNTY that both parties enter into a new agreement for the operation of an animal shelter in accordance with the terms and conditions hereinafter set out.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants, terms and conditions contained herein accruing to the benefit of each of the respective parties hereto, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. Term of Agreement. This Interlocal Agreement shall continue for five (5) years, from July 1, 2011 to June 30, 2016, unless terminated pursuant to the terms herein.

2. Animal Shelter. The CITY and COUNTY agree that the COUNTY will assume full financial responsibility for the operation of the Guilford County Animal Shelter. Such responsibility includes all future capital expenditures related to the operation of the Guilford County Animal Shelter. The COUNTY acknowledges that the CITY continues to own a one-eighths (1/8) undivided ownership interest of the Guilford County Animal Shelter located at 4525 West Wendover Avenue, Greensboro, North Carolina.

3. Liability. The COUNTY shall provide legal support and representation to its employees performing work under this agreement. The COUNTY shall handle all claims arising out of its operation of the animal shelter. The COUNTY agrees that the CITY shall have no responsibility or liability regarding any such claims.

4. Termination. This Interlocal Agreement may be terminated by either party by providing twelve months notice prior to the start of the next fiscal year.

5. Amendments. This agreement may be amended from time to time upon mutual consent of the governing bodies of the CITY and COUNTY as expressed in writing.

6. Prior Agreements. This agreement cancels, revokes and supersedes all prior agreements written or oral between the parties concerning the animal shelter and/or animal control services.

IN WITNESS WHEREOF, the parties have executed this Interlocal Agreement in their respective names and titles, by their proper officials, all by the authority of appropriate resolutions of the governing bodies of each of the taxing units, duly adopted, as of the day and year first written above.

ATTEST: GUILFORD COUNTY

By: Effenia D. Vandmid
Clerk to Board

By: 5/31
County Manager

APPROVED AS TO CONTENT

By: Kenneth L. Carter 5/26/2011
County Health Department Representative

THIS INSTRUMENT HAS BEEN PREAUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT

By: N/A
County Finance Director

APPROVED AS TO FORM
LEGAL SUFFICIENCY

By: N/A
County Attorney

ATTEST:

By: Lisa B. Vierling
City Clerk

City of High Point North Carolina

THE CITY OF HIGH POINT

By: Rebecca R. Smothers
Rebecca R. Smothers, Mayor

APPROVED AS TO FORM
LEGAL SUFFICIENCY

By: [signature]
City Attorney

THIS INSTRUMENT HAS BEEN PREAUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT

By: Jeffrey A. Moore 5/4/2011
City Finance Officer

BID INFORMATION AND RECOMMENDATION

BID # 28-041311 **DATE OPENED:** 04/13/11

DESCRIPTION: Entrance Facilities-Kersey Valley Landfill

BID PACKAGES DISTRIBUTED: 30 **DEPARTMENT:** Public Services, Landfill Div

SOURCE OF FUNDS: 661749-533701-661001000105-40201 **BUDGETED AMOUNT:** $832,000.00

RECOMMENDED AWARD

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1 lot	**Entrance Facilities-Kersey Valley Landfill**	**$919,724.72**	**$919,724.72**

PURPOSE: The purpose of this contract is to build new entrance and citizen drop-off facilities for the Kersey Valley Landfill.

COMMENTS:

BID TABULATION

CONTRACTOR	BID AMOUNT	
Triangle Grading & Paving **1521 Huffman Mill Rd.** **Burlington, NC 27215**	**Certified Bid Tab**	$ 919,704.35 **$919.724.72**
Jimmy R. Lynch & Sons 307 S. Academy St. Pilot Mountain, NC 27041		$1,011,556.00
Paul Howard Construction P O Box 35227 Greensboro, NC 27425		$1,031,280.00
Brooks General Contractors 302 W. Lee St. Greensboro, NC 27406	Certified Bid Tab	$1,090,620.05 $1,039,023.50
Larco Construction 4130 North Glenn Ave. Winston-Salem, NC 27105		$1,052,323.50
J T Russell & Sons, Inc. 1721 US 52 North Albemarle, NC 28001		$1,162,250.00
Yates Construction Co. 9220 NC 65 Stokesdale, NC 27357		$1,225,950.00
Blythe Construction 2911 N. Graham St. Charlotte, NC 28206		$1,265,622.00

The **PUBLIC SERVICES DEPARTMENT AND THE PURCHASING DIVISION** recommend that the contract for **ENTRANCE FACILITIES** be awarded to **TRIANGLE GRADING & PAVING** the lowest responsible and responsive bidder meeting specifications, for the amount of **$919,724.72.**

DATE OF RECOMMENDATION: April 19, 2011

Strib Boynton

Strib Boynton, CITY MANAGER

Public Services Department

Richard D. McMillan, P.E.

ASSISTANT DIRECTOR

HIGH POINT

NORTH CAROLINA'S INTERNATIONAL CITY™

MEMORANDUM

DATE: April 25, 2011

TO: Pat Pate, Assistant City Manager
W. Chris Thompson, PE, Director of Public Services

FROM: Richard D. McMillan, P.E., Asst. Director of Public Services Richard D. McMillan

SUBJECT: Agenda Item: Kersey Valley Entrance Facilities Recommendation

I respectfully request that the following be included for consideration on the next City Council Agenda:

Consideration and approval for the bid award to Triangle Grading & Paving, Inc. for construction of the Kersey Valley Entrance Facilities in the amount of $919,724.72.

As the Kersey Valley Landfill expands into its new cell, Phase 4, a new entrance and citizen drop-off facility is required to be constructed. This work includes a right-turnlane on Kivett Drive into the landfill, a citizen drop-off site for residents to dispose of garbage, and associated paving and concrete work around the scalehouse and maintenance building.

These facilities are expected to be in place for the life of the Kersey Valley Landfill, which is anticipated to be between 2035 and 2040, depending on tonnage rates.

Funding for this contract will be made from the Landfill Capital Fund under the following account:

Kersey Valley Landfill – Phase 4 Construction: 661749-533701-661001000105-40201

If you have any questions, please contact me.

pc: Patty Sykes, Purchasing
Steve Pendry, Landfill Superintendent
Pieter Scheer, P.E. – Richardson Smith Gardner & Associates

RICHARDSON SMITH GARDNER
& ASSOCIATES
ENGINEERING & GEOLOGICAL
SERVICES

April 21, 2011

Mr. Richard McMillan, P.E.
Assistant Director
City of High Point Department of Public Services
211 South Hamilton Street
High Point, North Carolina 27260

RE: Kersey Valley MSW Landfill - Entrance Facilities
Certified Bid Tabulation & Recommendation for Contractor Selection

Dear Richard:

Richardson Smith Gardner & Associates, Inc. (RSG) is pleased to present you with the results of the bidding for the Kersey Valley MSW Landfill - Entrance Facilities, which bid on April 13, 2011 at 3:00 p.m. The results of the bid are as follows below. No alternates were considered for this project.

BIDDER		BID PRICE
1.	Triangle Grading & Paving, Inc.	$919,724.72*
2.	Jimmy R. Lynch & Sons, Inc.	$1,011,556.00
3.	Paul Howard Construction Co., Inc.	$1,031,280.00
4.	Larco Construction	$1,039,023.50*
5.	Brooks General Contractors	$1,090,620.05
6.	J.T. Russell & Sons, Inc.	$1,162,250.00
7.	Yates Construction Co., Inc.	$1,225,950.00
8.	Blythe Construction, Inc.	$1,265,622.00

* Correction made for mathematical error in written bid amount.

Based on the bid results, Triangle Grading & Paving is the clear low bidder. Triangle Grading & Paving's base bid was, however, above the range of $832K to $873K predicted in our construction cost estimate dated March 7, 2011 (sent via email). The most significant line items exceeding estimated values include structural fill, concrete retaining wall, concrete surfacing, and asphalt surfacing for the turn lane. No doubt recent increases in fuel costs have factored into these higher than anticipated costs.

Based upon all of the information obtained from Triangle Grading & Paving, RSG finds their submittal to be complete. Thus, we recommend that this project be awarded to Triangle Grading & Paving, Inc. of Burlington, North Carolina for the Base Bid in the amount of $919,724.72.

Attached is a certified tabulation of each bid received.

Sincerely,
Richardson Smith Gardner & Associates, Inc.

Pieter K. Scheer, P.E. Digitally signed by Pieter K. Scheer, P.E. DN: CN = Pieter K. Scheer, P.E., C = US, O = Richardson Smith Gardner & Assocs Date: 2011.04.21 10:51:54 -04'00'

Pieter K. Scheer, P.E.
Principal, Project Manager

Attachment: Certified Bid Tabulation

cc: Patty Sykes, City of High Point
Steve Pendry, City of High Point

BID INFORMATION AND RECOMMENDATION

BID # 27-042011 **DATE OPENED:** 04/20/11

DESCRIPTION: Forrest/Farris Stormwater Improvements

BID PACKAGES DISTRIBUTED: 30 **DEPARTMENT:** Public Services, Stormwater

SOURCE OF FUNDS: 471739-533701-471101020405-40201 **BUDGETED AMOUNT:** $4,140,000.

RECOMMENDED AWARD

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1 lot	**Forrest/Farris Stormwater Improvements**	**$4,473,242.00**	**$4,473,242.00**

PURPOSE: The purpose of this contract is to improve and replace culverts and drainage systems.

COMMENTS: The low bidder, Triangle Grading & Paving, withdrew their bid due to a clerical error made in pricing a bid item.

BID TABULATION

Sealand Contractors Corp. **1708 North Caldwell Street** **Charlotte, NC 28206**	**$4,473,242.00**
Blythe Construction, Inc. 2911 North Graham Street Charlotte, NC 28231	$4,531,309.30
L-J Inc. 220 Stoneridge Drive, #405 Columbia, SC 29210	$5,103,109.00
Jimmy R. Lynch & Sons, Inc. 307 S. Academy Street Pilot Mountain, NC 27041	$5,491,360.00
Yates Construction Co., Inc. 9220 NC 65 Stokesdale, NC 27357	$5,652,682.15
D. H. Griffin PO Box 7405 Greensboro, NC 27417	$6,296,360.00
RF Shinn Contractor, Inc. PO Box 243 Concord, NC 28026	Non-Responsive
Triangle Grading & Paving 1521 S. Huffman Mill Road Burlington, NC 27215	Non-Responsive

The **PUBLIC SERVICES DEPARTMENT AND THE PURCHASING DIVISION** recommend that the contract for **FORREST/FARRIS STORMWATER IMPROVEMENTS** be awarded to **SEALAND CONTRACTORS CORPORATION,** the lowest responsible and responsive bidder meeting specifications, for the amount of **$4,473,242.00.**

DATE OF RECOMMENDATION: April 19, 2011

Strib Boynton

Strib Boynton, CITY MANAGER

Public Services Department

Richard D. McMillan, P.E.
ASSISTANT DIRECTOR

HIGH POINT
NORTH CAROLINA'S INTERNATIONAL CITY™

MEMORANDUM

DATE: April 25, 2011

TO: Pat Pate, Assistant City Manager
W. Chris Thompson, PE, Director of Public Services

FROM: Richard D. McMillan, P.E., Asst. Director of Public Services Richard D. McMillan

SUBJECT: Agenda Item: Forrest-Farris Stormwater Project Recommendation

---

I respectfully request that the following be included for consideration on the next City Council Agenda:

> **Consideration and approval for the bid award to Sealand Construction Corporation for construction of the Forrest-Farris Stormwater Project in the amount of $4,473,242.00. Staff also recommends rejecting the Adjustment Unit Price Item for Wood Supports and Bracing (A.1) and accepting for Temporary Pavement (A.2) for $30.00/SY.**

As part of the 2004 Stormwater Bond Projects, the Forrest-Farris Stormwater Project (aka - Hamilton-Montlieu Project) consists of improvements and replacement to culverts and drainage systems on Forrest/Farris, E. Parkway Avenue, Woodrow Avenue, Montlieu Avenue, and into the Oakwood Cemeteries to mitigate flooding in these areas.

Funding for this contract will be made from the Stormwater Capital Fund under the following account:

Forrest-Farris Stormwater Project: 471739-533701-471101020405-40201

If you have any questions, please contact me.

pc: Patty Sykes, Purchasing
Derrick Boone, Stormwater Superintendent
Linda Pass, P.E. - Arcadis

MALCOLM PIRNIE | ARCADIS
The Water Division of ARCADIS

ARCADIS G&M of North Carolina, Inc.
1 Centerview Drive
Suite 208
Greensboro
North Carolina 27407
Tel 336.292.2271
Fax 336.855.5648
www.arcadis-us.com

Mr. Scott Cherry
Assistant Director of Public Services
City of High Point
PO Box 230
High Point, NC 27261

Subject:
High Point, North Carolina
Forrest-Farriss Stormwater Improvements – Bidding

Date:
April 25, 2011

Contact:
Linda Pass, PE

Phone:
336.292.2271

Email:
linda.pass@arcadis-us.com

Our ref:
GRHPT013B001

ARCADIS G&M of North Carolina, Inc.
NC Engineering License # NC-032130

Dear Mr. Cherry:

The bid opening for the Forrest-Farriss Stormwater Improvements project was held at the City of High Point Municipal Office Building at 2:00 PM on April 20, 2011. Seven bids were received at that time and place. All of the companies submitting bids were properly licensed General Contractors. The seven bids were opened and publicly read aloud. The attached Bid Tabulation provides the bid results. The bids ranged from a low bid of $3,785,830.30 to a high bid of $6,296,360.00.

The lowest responsive bidder at the Bid opening was Triangle Grading & Paving, Inc. with a Bid in the amount of $3,785,830.30. On April 25, 2011, Triangle submitted a letter requesting withdrawal of their bid in accordance with NC Statute 143-129.1. The City has accepted their request for Bid withdrawal.

The second lowest bidder is Sealand Contractors Corp with a Bid of $4,473,242.00. Sealand Contractors Corp's bid is approximately 109% of the Engineer's Opinion of Probable Construction Cost of $4,100,000.

The Bidders were asked to provide prices for adjustment items as listed below the Bid Form. The purpose of the adjustment prices is to have set prices on items which may ultimately be needed but are unforeseen before bidding. Therefore, time consuming negotiations are not required later in the project. Adjustment prices are included in the Bid Form, but have no effect on the total bid price. It is recommended that the City accept or reject the adjustment prices submitted by Sealand Contractors Corp as indicated in the Bid Tabulation attached to this letter. A mutually acceptable unit price for any rejected items will be negotiated, if required, during the project.

Sealand Contractors Corp has successfully completed other infrastructure projects for the City of High Point in the recent past. Therefore, we see no reason not to award the Forrest-Farriss Stormwater Improvements project construction contract to Sealand Contractors Corp.

After consideration and approval by the City Council, a Notice of Award will be prepared by ARCADIS for signature by the proper City official and inclusion in the contract documents.

Please contact me if you have any questions regarding this information.

Sincerely,

ARCADIS G&M of North Carolina, Inc.

Linda L. Pass, PE

Copies:
Mr. Richard McMillan, High Point
Ms. Patty Sykes, High Point

Enclosures:
Bid Tabulation

GUILFORD COUNTY CONTRACT NO. 42120-03/11-172
CITY OF HIGH POINT

NORTH CAROLINA

GUILFORD COUNTY

INTERLOCAL AGREEMENT ON TAX COLLECTION

This is an interlocal cooperation agreement (hereinafter called the "Interlocal Agreement ") made this the 20th day of May, 2011, and effective as of the 1st day of July, 2011, by and between City of High Point, a municipal corporation in the State of North Carolina (hereinafter called the "CITY,") and Guilford County, North Carolina, a body politic and corporate (hereinafter called the "COUNTY"), and also collectively referred to as the "Parties."

WITNESSETH

WHEREAS, on December 3, 1946, the City of High Point and the Board of Commissioners of Guilford County entered into a Contract, and the Parties amended the Contract on April 30, 2008 and on July 1, 2010, whereby the COUNTY agreed to provide ad valorem tax listing and collection services to the CITY; and

WHEREAS, the prior agreements provided that the Contract may be abrogated and annulled at the end of any fiscal year by either party; provided that the party wishing to annul the Contract notify the other of its purpose ninety (90) days before the beginning of the calendar year in which the Contract is annulled; and

WHEREAS, the CITY and COUNTY have determined that it is in the public benefit and interest to enter into a new Interlocal Agreement to provide for the listing, billing and collection by the COUNTY of ad valorem taxes levied by the CITY within Guilford County; and

WHEREAS, the parties have agreed that the negotiated payment set forth herein is in the best interests of its citizens; and

WHEREAS, the North Carolina General Statutes in Chapter 160A, Article 20, provide that units of local government may enter into agreements in order to execute an undertaking providing for the continual exercise by one unit of any power, function or right, including the collection of taxes; and

WHEREAS, the CITY and the COUNTY agree this Interlocal Agreement shall continue for five (5) years, from July 1, 2011 to June 30, 2016, unless terminated pursuant to the terms herein; and

WHEREAS, the governing bodies of the CITY and COUNTY have ratified this Interlocal Agreement by resolutions being recorded in their respective minutes; and

THEREFORE, in consideration of the mutual covenants, terms and conditions contained in this Interlocal Agreement herein accruing to the benefit of each of the respective parties hereto and other good and valuable consideration, receipt and sufficiency of which is acknowledged by the CITY and the COUNTY, the parties agree as follows:

1. <u>COUNTY Billing and Collection of CITY Taxes.</u> The COUNTY will bill and collect ad valorem taxes, auto privilege tax and other related charges for CITY properties located within Guilford County, including current or delinquent taxes due to the CITY, beginning July 1, 2011, for the 2011-12 fiscal year.

2. <u>Term of Agreement.</u> This Interlocal Agreement shall continue for five (5) years, from July 1, 2011 to June 30, 2016, unless terminated pursuant to the terms herein.

3. <u>Compliance.</u> COUNTY will comply with all applicable tax collection laws of North Carolina, including those contained in Subchapter II of Chapter 105 of the General Statutes of North Carolina, and all administrative mandates issued by the State of North Carolina.

4. <u>Records and Accounts.</u>

(a) The COUNTY shall be responsible for maintaining, in an on-line environment, all ad valorem tax records, auto privilege tax records and other related charges, including amounts paid and unpaid, in the same manner as COUNTY records are maintained.

(b) The CITY will provide the COUNTY with all necessary information for wire transfer for all funds due the CITY, the COUNTY will properly account and distribute such funds by electronic transfer or other mutually agreed-upon method, on a daily basis and notify the CITY Finance Director by 10:00 a.m. each day on amounts to be transferred.

(c) The COUNTY shall provide the CITY with all necessary and required reports in such format and detail to enable the CITY to prepare and record the necessary financial transactions. Such reports shall be mutually agreed upon by the CITY and COUNTY Finance Directors.

(d) The COUNTY shall provide the CITY'S designated staff and External Auditors, during regular business hours, access to the CITY Tax Receivables' daily cash transactions, and other records pertaining thereto to the fullest extent practicable.

(e) The CITY shall provide the COUNTY Tax Collection Office with access, to the extent legally allowable, into the CITY'S water service system, privilege license system, and any other systems that the CITY deems to be beneficial in the collection of CITY Taxes.

5. Maintenance of a Tax Department branch office located in the CITY. The COUNTY shall maintain a Tax Department branch office for the collection of taxes owed to the CITY. Said branch office shall be located in the City of High Point.

6. Pro Rata Payments. The COUNTY shall distribute part payments received from CITY taxpayers on a proportionate basis between taxes owed the COUNTY and the CITY, such distribution to be the basis of respective tax rates, after all interest and penalties are first paid.

7. Delinquent Taxes, Foreclosure. COUNTY shall advertise for CITY all delinquent ad valorem taxes that constitute a lien on real property in the same advertisement in which the COUNTY advertises its delinquencies. COUNTY shall perform all foreclosure proceedings when applicable to CITY tax liens to the extent permitted by law.

8. Approval of Discount Rates. Subject to actions and approvals as required by the CITY Council and the Board of COUNTY Commissioners, and the State Department of Revenue, pursuant to G.S. 105-360, the same early discount rate will apply to COUNTY and CITY taxes.

9. Refunds and Rebates. Applications from CITY taxpayers for refunds and rebates for CITY taxes shall be considered by the COUNTY and determined in the same manner as applications for refunds and rebates on COUNTY taxes. CITY refunds will be deducted from daily transfer amounts due CITY.

10. Adoption of Tax Rates. The CITY will make every effort to adopt its tax rate not later than July 1 of any fiscal year. However, in the event it is necessary to adopt an interim budget, the CITY will adopt its tax rate not later than August of any fiscal year pursuant to G.S.105-347.

11. Costs for Billing and Collection. The COUNTY shall incur all costs for preparing, printing, billing and collections the CITY tax bills, including follow-up notices.

12. Annexations. The CITY agrees to make every effort concerning involuntary annexations, to make such annexations effective on June 30th prior to the ensuing fiscal year. With respect to voluntary annexations, the CITY will provide the COUNTY information on the date of annexation of each such boundary annexation, and the COUNTY shall prorate taxes due the CITY and collect them accordingly.

13. Acquisition upon Foreclosure. In the event a foreclosure requires the acquisition of property located in the CITY, the CITY agrees to bid on the property in an amount sufficient to cover all CITY and COUNTY ad valorem taxes.

14. Bankruptcy Proceedings. The COUNTY shall file the CITY'S claim for ad valorem taxes due

in all proceedings under the Bankruptcy Act.

15. Annual Payment to COUNTY. The annual fee for collection services for each fiscal year shall be a flat amount (equivalent to approximately 0.62% of Fiscal Year 2010 collections) payable by December 31 of that fiscal year. The fee for collection services for each Fiscal Year of this Contract term shall be $347,200.00

16. Termination. This Interlocal Agreement may be terminated by either party by providing twelve (12) months notice prior to the start of the next fiscal year. Upon notice of termination of the Interlocal Agreement, the COUNTY shall deliver to the CITY all tax records, in a customary electronic data format, or in whatever form held in its hands, pertaining to its listing, billing, and collecting, consistency of the tax bills, tax scrolls, and other related records by February 1 of the fiscal year in which the termination shall be effective. The COUNTY shall continue to collect current and delinquent taxes through June 30 of the fiscal year in which the termination shall be effective. Upon termination of the Interlocal Agreement the COUNTY shall provide a full accounting to the CITY of the status of all tax collections. After June 30 of the fiscal year in which the termination becomes effective, the COUNTY shall not be further obligated either as to current or delinquent taxes due to the CITY.

17. Entire Agreement. This Interlocal Agreement, including all exhibits or attachments if any, sets forth the entire Agreement between the Parties regarding the services and matters set forth herein. All prior conversations or writings between the Parties hereto or their representatives on this subject matter are merged within and extinguished. This Interlocal Agreement shall not be modified or amended except by a written instrument executed by duly authorized representatives of the Parties herein.

18. Notice. Notice under this Interlocal Agreement shall be deemed sufficient upon the mailing to the parties by certified or registered mail at the following locations:

Guilford County County Manager P.O. Box 3427 Greensboro, NC 27402	City of High Point City Manager P.O. Box 230 High Point, NC 27261

SIGNATURES ON NEXT PAGE

IN WITNESS THEREOF, the parties have executed this Interlocal Agreement in their respective names and titles, by their proper officials, all by the authority of appropriate resolutions of the governing bodies of each of the taxing units, duly adopted, as of the day and year first written above.

ATTEST:

By: ______________________
Clerk to Board

APPROVED AS TO CONTENT:

____
County Tax Department Representative

GUILFORD COUNTY

By: ______________________
Melvin Skip Alston, Chairman

THIS INSTRUMENT HAS BEEN PREAUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT.

By: N/A
County Finance Director

ATTEST:

By: ______________________
City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY.

By: ______________________
City Attorney

THE CITY OF HIGH POINT

By: ______________________
Rebecca R. Smothers, Mayor

THIS INSTRUMENT HAS BEEN PREAUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT.

By: ______________ 5/4/2011
City Finance Director

NORTH CAROLINA
GUILFORD COUNTY

INTERLOCAL AGREEMENT
BETWEEN THE CITY OF HIGH POINT AND THE COUNTY OF GUILFORD
FOR THE PROVISION OF ANIMAL SHELTER AND CONTROL SERVICES

This is an interlocal cooperation agreement made this the 1st day of June, 2011, by and between City of High Point, a municipal corporation in the State of North Carolina (hereinafter called the "CITY"), and Guilford County, North Carolina, a body politic and corporate (hereinafter called the "COUNTY"), and also collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, the North Carolina General Statutes in Chapter 160A, Article 20, provide that units of local government may enter into agreements in order to execute an undertaking providing for the continual exercise by one unit of any power, function or right, including the provision of animal control and shelter services; and

WHEREAS, in 1955, the General Assembly authorized the COUNTY and the CITY to jointly construct and operate an animal shelter; and

WHEREAS, on December 2, 1955, the CITY and the COUNTY entered into an agreement and amended it on October 16, 1959 and on July 5, 1961, whereby the Parties agreed to the contractual arrangement for the operation of an animal shelter in Guilford COUNTY; and

WHEREAS, the North Carolina General Statutes in Chapter 160A, Article 20, provide that units of local government may enter into agreements in order to execute an undertaking providing for the continual exercise by one unit of any power, function or right; and

WHEREAS, the CITY and COUNTY agree that it is in the best interest of both parties that the COUNTY assume full financial responsibility for the animal shelter; and

WHEREAS, the governing bodies of the CITY and COUNTY have ratified this Interlocal Agreement by resolutions being recorded in their respective minutes; and

WHEREAS, it is now desirable and in the mutual best interest of the CITY and the COUNTY that both parties enter into a new agreement for the operation of an animal shelter in accordance with the terms and conditions hereinafter set out.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants, terms and conditions contained herein accruing to the benefit of each of the respective parties hereto, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. Term of Agreement. This Interlocal Agreement shall continue for five (5) years, from July 1, 2011 to June 30, 2016, unless terminated pursuant to the terms herein.

2. Animal Shelter. The CITY and COUNTY agree that the COUNTY will assume full financial responsibility for the operation of the Guilford County Animal Shelter. Such responsibility includes all future capital expenditures related to the operation of the Guilford County Animal Shelter. The COUNTY acknowledges that the CITY continues to own a one-eighths (1/8) undivided ownership interest of the Guilford County Animal Shelter located at 4525 West Wendover Avenue, Greensboro, North Carolina.

3. Liability. The COUNTY shall provide legal support and representation to its employees performing work under this agreement. The COUNTY shall handle all claims arising out of its operation of the animal shelter. The COUNTY agrees that the CITY shall have no responsibility or liability regarding any such claims.

4. Termination. This Interlocal Agreement may be terminated by either party by providing twelve months notice prior to the start of the next fiscal year.

5. Amendments. This agreement may be amended from time to time upon mutual consent of the governing bodies of the CITY and COUNTY as expressed in writing.

6. Prior Agreements. This agreement cancels, revokes and supersedes all prior agreements written or oral between the parties concerning the animal shelter and/or animal control services.

IN WITNESS WHEREOF, the parties have executed this Interlocal Agreement in their respective names and titles, by their proper officials, all by the authority of appropriate resolutions of the governing bodies of each of the taxing units, duly adopted, as of the day and year first written above.

ATTEST:

By: Effie L. Varnsmidt
Clerk to Board

GUILFORD COUNTY

By: 5/31
County Manager

APPROVED AS TO CONTENT

By: Kenneth L. Carter 5/26/2011
County Health Department Representative

THIS INSTRUMENT HAS BEEN PREAUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT

By: N/A
County Finance Director

APPROVED AS TO FORM
LEGAL SUFFICIENCY

By: N/A
County Attorney

ATTEST:

By: Lisa B. Vierling
City Clerk

City of High Point North Carolina

THE CITY OF HIGH POINT

By: Rebecca R. Smothers
Rebecca R. Smothers, Mayor

APPROVED AS TO FORM
LEGAL SUFFICIENCY

By: [signature]
City Attorney

THIS INSTRUMENT HAS BEEN PREAUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT

By: [signature] 5/4/2011
City Finance Officer

MINUTES OF BOARD OF COUNTY COMMISSIONERSOF GUILFORD COUNTY

Greensboro, North Carolina
May 19, 2011

The Board of County Commissioners met in a duly noticed regular meeting on May 19, 2011 at 5:30 p.m. in the Commissioners' Meeting Room, 301 W. Market St., Greensboro; North Carolina.

PRESENT:	Chairman Melvin "Skip" Alston, presiding; Vice Chairman Linda Shaw, Commissioners Bill Bencini, Carolyn Coleman (participated via conference telephone), Bruce Davis, Paul Gibson, John Parks, Kirk Perkins, Mike Winstead, and Billy Yow.
ABSENT:	Commissioner Kay Cashion
ALSO PRESENT:	Brenda Fox, County Manager; Mark Payne, County Attorney; Sharisse Fuller, Assistant County Manager/HR Director; Effie Varitimidis, Clerk to Board; Crystal Maurer, Deputy Clerk.

I. INVOCATION

Vice Chairman Shaw began the meeting due to Chairman Alston's absence. She asked Commissioner Kirk Perkins to provide the invocation.

II. PLEDGE OF ALLEGIANCE

Girl Scout Junior Troop #40514 and Brownie Troop #40439 led those present in the Pledge of Allegiance.

III. WELCOME AND CALL TO ORDER

Chairman Alston arrived at the meeting and called the meeting to order and welcomed those present.

IV. RECOGNIZED WINNERS OF WATER QUALITY AND WATER CONSERVATION POSTER CONTEST

Wick Wickliffe, Cooperative Extension, explained the annual poster contest for water conservation and water quality. He said there were 110 entries in the contest from 40 different elementary schools.

Lavell Donnell read the names of the 1st, 2nd, and 3rd place winners of the contest.

Karen Neill, Cooperative Extension, presented a check in the amount $343,000 to the Board to represent the value of the service of the Master Gardener program.

Commissioner Perkins reminded the Board the Master Gardener program is primarily a service program and there is always a master gardener on duty to answer your questions.

V. RECOGNIZED THE GUILFORD COUNTY ANIMAL SHELTER AND SHELTER DIRECTOR MARSHA WILLIAMS FOR WINNING THE BEST SHELTER IN THE STATE AWARD

Vice Chairman Shaw recognized the Guilford County Animal Shelter and Executive Director Marsha Williams for winning the Best Shelter in the State award from the ASPCA, the Humane Society, and North Carolina Voters for Animal Welfare.

Marsha Williams thanked the Board for recognizing the shelter.

Marilyn Green thanked the Board as well and said she was grateful to Ms. Williams and the volunteers at the shelter.

VI. SPEAKERS FROM THE FLOOR

Leon Nutes spoke about trash removal options for the City of Greensboro.

William Heasley said the voters have rejected three straight tax increases so the Board should cut costs to reduce taxes to honor the voters will instead of raising taxes to pay for bonds.

Alma Adams of the African American Atelier spoke about the Arts being a necessity for the community and the jobs they create.

Meagan Sutton spoke about the Atelier Around the World Youth Program. She said it prepares children for the future and it benefits the schools and children. She asked the Board to continue funding for the program.

Deborah Scales spoke about the impact of the Arts in the life Crystal Fullwood. She hoped the Atelier would continue their work

Jim Hoyle spoke about the return on investment from the Arts. He said there is public and private support for the Arts.

Jeremy Williams thanked Board members for attending the People First Spending Reform Forum. He responded to comments that Chairman Alston made at the last meeting.

Eleanor Ratterman, Manager of Jamestown Library, spoke to the Board about library funding.

Alan Johnson from Jamestown Public Library spoke about funding for the Jamestown Library and presented the Board with a petition in support of funding for the library.

Kelly Langston, President of the PTA Council, spoke in support of Public Education and funding for the schools.

Michael Norbury spoke about the proposed cuts to the schools including the furlough proposed for teachers. He suggested the County should take more control of their funding to the schools.

Commissioner Davis recognized his daughters and granddaughter in the audience.

VII. APPROVED CONSENT AGENDA

Chairman Alston called the Board's attention to the addendum that removes Item VII B. (4) and adds Item VII. A. (9). He asked if Board members would like to remove any items from the consent agenda for separate consideration.

Commissioner Parks asked to remove Items VII. B (8) and VII. B. (10) for separate consideration.

Commissioner Davis asked to remove VII. A. (3) for separate consideration.

Motion was made by Commissioner Perkins, and seconded by Commissioner Parks to approve the consent agenda.

VOTE: **Motion to approve carried 7 - 2**
AYES: **Commissioners Alston, Bencini, Davis, Parks, Perkins, Shaw, Winstead.**
NOES: **Commissioners Gibson and Yow.**

A. BUDGET AMENDMENTS

1. Approved Public Health's Request to decrease the FY 2010-11 budget $209,300 as detailed below: NO ADDITIONAL COUNTY FUNDS.

Adult Services: ($209,300)

(1) INCREASED Federal receipts $2,000 to reflect funds to be received from the N.C. Department of Health and Human Services
(N.C. Refugee Program) to purchase equipment to be used in Refugee Health exam rooms.

(2) DECREASED User Fee receipts (Medicaid) $178,000 in our Community Alternatives Program (CAP), an in-home care program designed to help citizens remain in their home instead of an assisted living / nursing home setting. Requests for assistance with vehicle / home modifications (purchase and / or construction of lifts, ramps, railings, etc.) have been slower than originally anticipated (this was our initial year of receiving Medicaid dollars for these type of projects).

(3) DECREASED User Fee receipts (client pay) $33,300 in our Community Health Response Program, an in-home care service program. Client fees were implemented July 1 of this fiscal year on a sliding scale basis for home health aid / registered nursing services. Fees were established to help offset program costs (fees range from $4.00 per hour to $48.00 per hour). However, a larger number of clients being serviced have fallen on the lower end of the scale than originally anticipated, thus resulting in reduced fee collections. No additional County funds required.

The following Budget Ordinance Amendment was adopted:

BUDGET ORDINANCE AMENDMENT		
General Fund		
Decrease Appropriation to Public Health	($209,300)	
Increase Federal/State Revenue		$2,000
Decrease User Charges		($211,300)

2. Increased the FY 2010-11 Law Enforcement budget by $55,600 to reflect the appropriation of Federal Forfeiture Funds to provide professional services for design drawings, connection to natural gas, and installation of new stand-by natural gas generator for Special Operations Division. Completion of this project and installation of the generator will provide continuous uninterrupted service to the Special Operations Division, during power failure. It is a requirement of the Evidence Section, which is located in this building, to provide adequate and continuous climate control and refrigeration for storage of DNA evidence. The unaudited Federal Forfeiture Fund balance as of 04/27/11 is $1,237,545.82. NO ADDITIONAL COUNTY FUNDS REQUIRED.

The following Budget Ordinance Amendment was adopted:

BUDGET ORDINANCE AMENDMENT		
General Fund		
Increase Appropriation to Law Enforcement	$55,600	
Increase Appropriated Fund Balance		$55,600

4. Increased the FY 2010-11 Law Enforcement budget by $154,412 to reflect the appropriation of SCAAP Grant funds (State Criminal Alien Assistance Funds) for the purchase of security and detention equipment for the new Greensboro Jail Central listed below:

New Greensboro Facility/Jail Central:
Guard 1 Plus System, including software, hardware, license, round tracker, etc. approx.

$85,160 (used to document supervision rounds of inmates)
Floor Scrubbers, Floor Buffers, pressure washer, Billy goat, other maintenance equipment etc. approximate $69,252 total.
NO ADDITIONAL COUNTY FUNDS REQUIRED.

The following Budget Ordinance Amendment was adopted:

BUDGET ORDINANCE AMENDMENT		
General Fund		
Increase Appropriation to Law Enforcement	$154,412	
Increase Federal/State (Unauthorized Substance Tax Fund)		($154,412)

5. (a.) Increased the FY 2010-11 Law Enforcement budget to reflect the appropriation of Federal Forfeiture Fund balance in the amount of $134,922 for the purchase of Thirty-Five (35) CAGE CPC Plate Carrier Body Armor and Blast Belt Armor Systems and Thirty-Five (35) AirFrame Helmets with rails from sole source vendor, Crye Precision. The unaudited year-end balance of the Federal Forfeiture Fund Account as of April 4, 2011 is $ 1,257,546. (b.) Approved the Sole Source exception to the vendor Crye Precision, LLC, 63 Flushing Avenue, Unit 252, Brooklyn, NY 11205 for the purchase of the above named equipment for Law Enforcement. This vendor is the only authorized supplier for this equipment. This equipment will be used by officers of the Guilford County Sheriff's Office for response to calls involving armed subjects for the protection of the officers. NO ADDITIONAL COUNTY FUNDS REQUIRED.

The following Budget Ordinance Amendment was adopted:

BUDGET ORDINANCE AMENDMENT		
General Fund		
Increase Appropriation to Law Enforcement	$134,922	
Increase Appropriated Fund Balance (Federal Forfeiture Funds)		$134,922

6. Increased the FY 2010-11 Law Enforcement budget to reflect the appropriation of $20,000 from Federal Forfeiture funds for the continued operating expenses of the Aviation Technology Program through the U.S. Department of Treasury. The unaudited year-end balance of the Federal Forfeiture Fund Account as of April 4, 2011 is $1,257,546. NO ADDITIONAL COUNTY FUNDS REQUIRED.

The following Budget Ordinance Amendment was adopted:

BUDGET ORDINANCE AMENDMENT		
General Fund		
Increase Appropriation to Law Enforcement	$20,000	
Insurance and Bonding		$7,000
Aircraft Maintenance		$5,000
Aircraft Fuel		$5,000
Hangar Rental		$3,000
Increase Appropriated Fund Balance (Federal Forfeiture Funds)	$20,000	

7. Approved capital project ordinances totaling $16,843,000 for the following Guilford County Schools projects: (a.) HVAC - $10,789,525 (b.) Roofing - $3,039,375 (c) Windows/Doors $3,014,100. Projects will be funded through QSCB installment financing in accordance with NCGS 160A-20. The Board of Commissioners approved the use of QSCB's for school capital needs on May 20, 2010.

The following Project Ordinances were adopted:

School Capital Outlay Fund	
HVAC	
Increase Appropriation	$10,789,525
Increase Capital-Related Debt - QSCB	$10,789,525
Roofing	
Increase Appropriation	$3,039,375
Increase Capital-Related Debt QSCB	$3,039,375
Window/Doors	
Increase Appropriation	$3,014,100
Increase Capital Related Debt - QSCB	$3,014,100

CAPITAL PROJECT ORDINANCE FOR GC BOARD OF EDUCATION
HVAC – QUALIFIED SCHOOL CONSTRUCTION BONDS (QSCB)

BE IT ORDAINED by the Board of County Commissioners for Guilford County, North Carolina that for the following capital project for HVAC – Qualified School Construction Bonds (QSCB) in Guilford County, North Carolina is hereby adopted in accordance with G.S. 159-13.2:

SECTION 1. The following planned expenditure and associated revenue are hereby authorized and appropriated in connection with this project:

GC Board of Education School Capital Outlay	HVAC – $10,789,525	Capital - Related Debt QSCB - $10,789,525

SECTION 2. This project ordinance authorizes all appropriations necessary for the completion of this project and it need not be readopted in any subsequent fiscal year. The budget officer shall include in subsequent budgets information and appropriations for this project during the budget year.

SECTION 3. This ordinance shall be duly entered in the minutes of the Guilford County Board of Commissioners. Within five days after adoption, a copy hereof shall be filed with the Finance Director, Budget Director, and Clerk.

SECTION 4. This ordinance may be amended in any manner so long as it continues to fulfill the requirements of G.S. 159-13.2 and other applicable laws.

ADOPTED on first reading this May 19, 2011, in accordance with G.S. 159-17.

CAPITAL PROJECT ORDINANCE FOR GC BOARD OF EDUCATION ROOF REPLACEMENT / REPAIR – QUALIFIED SCHOOL CONSTRUCTION BONDS (QSCB)

BE IT ORDAINED by the Board of County Commissioners for Guilford County, North Carolina that for the following capital project for Roof Replacement /Repair – Qualified School Construction Bonds (QSCB) in Guilford County, North Carolina is hereby adopted in accordance with G.S. 159-13.2:

SECTION 1. The following planned expenditure and associated revenue are hereby authorized and appropriated in connection with this project:

GC Board of Education School Capital Outlay	Roof Replacement / Repair – $3,039,375	Capital – Related Debt QSCB - $3,039,375

SECTION 2. This project ordinance authorizes all appropriations necessary for the completion of this project and it need not be readopted in any subsequent fiscal year. The budget officer shall include in subsequent budgets information and appropriations for this project during the budget year.

SECTION 3. This ordinance shall be duly entered in the minutes of the Guilford County Board of Commissioners. Within five days after adoption, a copy hereof shall be filed with the Finance Director, Budget Director, and Clerk.

SECTION 4. This ordinance may be amended in any manner so long as it continues to fulfill the requirements of G.S. 159-13.2 and other applicable laws.

ADOPTED on first reading this May 19, 2011, in accordance with G.S. 159-17.

CAPITAL PROJECT ORDINANCE FOR GC BOARD OF EDUCATION WINDOWS / DOOR REPLACEMENT – QUALIFIED SCHOOL CONSTRUCTION BONDS (QSCB)

BE IT ORDAINED by the Board of County Commissioners for Guilford County, North Carolina that for the following capital project for Windows / Door Replacement – Qualified School Construction Bonds (QSCB) in Guilford County, North Carolina is hereby adopted in accordance with G.S. 159-13.2:

SECTION 1. The following planned expenditure and associated revenue are hereby authorized and appropriated in connection with this project:

GC Board of Education School Capital Outlay	Window / Door Replacement – $3,014,100	Capital – Related Debt QSCB - $3,014,100

SECTION 2. This project ordinance authorizes all appropriations necessary for the completion of this project and it need not be readopted in any subsequent fiscal year. The budget officer shall include in subsequent budgets information and appropriations for this project during the budget year.

SECTION 3. This ordinance shall be duly entered in the minutes of the Guilford County Board of Commissioners. Within five days after adoption, a copy hereof shall be filed with the Finance Director, Budget Director, and Clerk.

SECTION 4. This ordinance may be amended in any manner so long as it continues to fulfill the requirements of G.S. 159-13.2 and other applicable laws.

ADOPTED on first reading this May 19, 2011, in accordance with G.S. 159-17.

8. (a.) Increased the FY 2010-11 Tax Department budget by $110,007 as a result of business property tax audits conducted by Tax Management Associates (TMA), which found $366,688 in ad valorem and related revenues. (b.) Approved payment of $110,007 to TMA as set out in the audit services contract. Current fiscal year invoices received from TMA amount to $110,007 (effective rate of 30%). County revenue generated by this contract since 1995 totals $3,998,463.

The following Budget Ordinance Amendment was adopted:

BUDGET ORDINANCE AMENDMENT		
General Fund		
Increase Appropriation to Tax	$110,007	
Increase Property Tax Revenue		$110,007

9. ADDENDUM. Increased the FY 10-11 Medical Assistance (Medicaid Transportation) budget by $525,000 and increase Federal/State funds (Medicaid) by the same amount to fund estimated transportation costs through the end of the fiscal year (May and June) for Medicaid-eligible clients. The county is required to provide transportation assistance to medical appointments for Medicaid-eligible individuals. NO ADDITIONAL COUNTY FUNDS REQUIRED.

BUDGET ORDINANCE AMENDMENT		
General Fund		
Increase Medical Assistance	$525,000	
Increase Federal/State Revenue		$525,000

B. CONTRACTS

1. Approved the following Price Only Contracts Renewals with NO PRICE INCREASES and NOT EXPECTED TO EXCEED amounts listed for FY 2011-2012. The period to begin July 1, 2011 and end on June 30, 2012 with the following suppliers: (Bonnie Stellfox) * Traders Chevrolet, LLC d/b/a Terry Labonte Chevrolet (Contract 88200-08/10-027) - $75,900.00 -1st of 2 renewal options for Basic Vehicle Maintenance. * Clark Tire and Auto, Inc. (Contract 105675-08/10-028) - $151,800.00 - 1st of 2 renewal

options for Basic Vehicle Maintenance. * AmeriGas Propane (Contract 101567-05/10-180) - $51,800.00 - 1st renewal option for Propane. * Showfety's Inc. (Contract 81620-11/08-069) - $322,810.00 - 2nd of 3 renewal Options for Battle Dress and Class A Uniforms.

2. Approved contract for Event #210 for Dental Supplies for the Health Department to lowest responsive supplier, Henry Schein, in an amount not to exceed $90,000. The contract is for 129 different dental products to support the Health Department Dental Clinics (Greensboro and High Point). The contract is to begin July 1, 2011 and end on June 30, 2012 with the option to renew for one (1) additional year at the same price.

3. Approved contract for Event #208 for Emergency Services-Ambulance Medical Supplies to lowest responsive supplier Bound Tree Medical, LLC in an amount not to exceed $136,920. The contract contains 184 different Emergency Services Medical Supplies to support Ambulance Operations. The contract is to begin July 1, 2011 and end on June 30, 2012 with the option to renew for one (1) additional year at the same price.

5. Approved the purchase of the Lawson Contract Management System for a 50% discount on the list software price if purchased by May 31, 2011, not to exceed $128,250. This expenditure includes: Administrative Software Licenses - which may be purchased in phases Inquiry Licenses - which may be purchased in phases Annual Maintenance The funding source of the project is the County Capital Improvement Fund ; Lawson project ordinance. NO ADDITIONAL COUNTY FUNDS REQUIRED.

6. Approved the execution of the Tax Collection Interlocal Agreements between the City of Archdale and Guilford County. The proposed agreements are effective July 1, 2011 for a term of five years and are subject to final approval and any non-material revisions made by the County Attorney and County Manager.

7. Approved the execution of the Tax Collection Interlocal Agreements between the City of Burlington and Guilford County. The proposed agreements are effective July 1, 2011 for a term of five years and are subject to final approval and any non-material revisions made by the County Attorney and County Manager.

9. Approved the execution of the Tax Collection, Animal Shelter, and Library Interlocal Agreements between the City of High Point and Guilford County. The proposed agreements are effective July 1, 2011 for a term of five years and are subject to final approval and any non-material revisions made by the County Attorney and County Manager.

11. Approved Interlocal Agreement for submission to the Town of Kernersville and the execution by the County Manager. The proposed agreements are effective July 1, 2011 for a term of five years and are subject to final approval and any non-material revisions made by the County Attorney and County Manager.

12. Approved the execution of the Tax Collection and Animal Control/Animal Shelter Interlocal Agreements between the Town of Oak Ridge and Guilford County.The proposed agreements are effective July 1, 2011 for a term of five years and are subject to final approval and any non-material revisions made by the County Attorney and County Manager.

13. Approved the execution of the Tax Collection and Animal Control/Animal Shelter Interlocal Agreements between the Town of Pleasant Garden and Guilford County. The proposed agreements are effective July 1, 2011 for a term of five years and are subject to final approval and any non-material revisions made by the County Attorney and County Manager. (Mark Payne)

14. Approved the execution of the Tax Collection and Animal Control/Animal Shelter Interlocal Agreements between the Town of Sedalia and Guilford County. The proposed agreements are effective July 1, 2011 for a term of five years and are subject to final approval and any non-material revisions made by the County Attorney and County Manager.

15. Approved the execution of the Tax Collection and Animal Control/Animal Shelter Interlocal Agreements between the Town of Stokesdale and Guilford County. The proposed agreements are effective July 1, 2011 for a term of five years and are subject to final approval and any non-material revisions made by the County Attorney and County Manager.

16 Approved the execution of the Tax Collection and Animal Control/Animal Shelter Interlocal Agreements between the Town of Summerfield and Guilford County. The proposed agreements are effective July 1, 2011 for a term of five years and are subject to final approval and any non-material revisions made by the County Attorney and County Manager.

17. Approved the execution of the Tax Collection and Animal Control/Animal Shelter Interlocal Agreements between the Town of Whitsett and Guilford County. The proposed agreements are effective July 1, 2011 for a term of five years and are subject to final approval and any non-material revisions made by the County Attorney and County Manager.

C. MISCELLANEOUS

1. Authorized a two-year lease agreement commencing retroactively January 1, 2011, between Guilford County and A&M Farms on agricultural land located on the County's 450 acre open space property located off of Hines Chapel Road, in Northeast Guilford County. Rent is $20 per acre on 43.5 acres to be paid annually, totaling $870 per year.

2. Authorized a three-year, no-cost lease agreement for the Guilford County facility at 710 Huffine Mill Road with People and Paws 4 Hope, Inc., beginning no sooner than June 1,

2011.

3. Approved of the 2011-2012 budget ordinance for the Greensboro/Guilford County Tourism Development Authority total General Fund $3,782,606.

4. Approved the following Tax Matters:

Ben Chavis, Tax Director, submitted lists of corrections of clerical errors and assessments made in connection with taxes and assessments for the year 2011 and prior years, and lists were approved and ordered filed with these Minutes. (The Board also received a rebate release list of 10% and up.)

APPROVED BEVERAGE LICENSES FOR TAX DEPARTMENT

Ben Chavis, Tax Director, submitted lists of applications for beverage licenses, which he stated, had been approved by the Sheriff's Department and the North Carolina ABC Board. The Board adopted the following resolution:

BE IT RESOLVED that beverage licenses be issued to applicants as shown by lists filed with these Minutes and that said parties be and they are hereby granted licenses in accordance with their applications effective upon the payment of the licenses tax, said licenses to be signed in the name of Guilford County by the Tax Supervisor or one of his assistants and delivered to the applicants upon receipt of the licenses tax as provided by law.

TAX COLLECTION REPORTS FILED

Ben Chavis, Tax Director, filed reports of tax collections for the period ending April 30, 2011 for the Greensboro, High Point, Jamestown and Countywide collections offices, and a back year financial report.

5. Approved the following minutes: March 22, 2011 Budget Committee, April 14, 2011 Budget Work Session, May 5, 2011 Closed Session.

ITEMS REMOVED FROM CONSENT FOR SEPARATE CONSIDERATION

B. 8. Approved the execution of the Tax Collection, Animal Shelter, and Library Interlocal Agreements between the Town of Gibsonville and Guilford County. The proposed agreements are effective July 1, 2011 for a term of five years and are subject to final approval and any non-material revisions made by the County Attorney and County Manager.

B. 10. Approved the execution of the Tax Collection, Animal Control/Animal Shelter, and Library Interlocal Agreements between the Town of Jamestown and Guilford County. The proposed agreements are effective July 1, 2011 for a term of five years and are subject to final approval and any non-material revisions made by the County Attorney and County Manager.

Motion was made by Commissioner Parks, and seconded by Commissioner Shaw to approve Items VII . B. (8) and VII. B. (10).

Commissioner Parks said he would approve the items with the understanding that the amounts for these two contracts would be discussed further during the budget process.

Commissioner Yow said he would not vote to approve because he would like to discuss all the contracts further with the town mayors because there are some concerns.

Commissioner Perkins said the towns still have to sign the contracts and the towns can bring back any issues before signing the contracts. He felt it would be better to get contracts in place for planning purposes but he was open to changes later in the process.

VOTE:	**Motion to approve carried 8 - 1**
AYES:	**Commissioners Alston, Bencini, Davis, Gibson, Parks, Perkins, Shaw, Winstead.**
NOES:	**Commissioner Yow**

A. 3. Increased the FY 2010-11 Law Enforcement Budget by $50,000 to reflect the appropriation of funds to accept a signing bonus from Pay Tel Communications Inc. for purchasing equipment for the new Greensboro Jail Central. This bonus will be used to purchase equipment such as box trucks, platform trucks, laundry carts, vacuum cleaners, mop buckets, mops, plungers, brooms, hand trucks, mop pads, pallet jack, other misc. equipment etc. No match is required. NO ADDITIONAL COUNTY FUNDS REQUIRED.

Commissioner Coleman joined the meeting via conference telephone.

Motion was made by Commissioner Davis, and seconded by Commissioner Shaw to approve Item VII. A. (3)

Commissioner Davis asked about the signing bonus for Paytel Communication and how the revenue is generated.

Major Debora Montgomery stated the existing contract calls for a signing bonus and funds were held this year so they could use the funds for the new facility. She said revenue in the contract is generated by phone calls made by inmates.

Commissioner Davis asked why the additional revenue would not go into the Inmate Welfare Fund.

Major Montgomery said that some funds do go back into the Inmate Welfare Fund and she would get the information on that amount to Commissioner Davis.

VOTE:	**Motion to approve carried 9 - 0**
AYES:	**Commissioners Alston, Bencini, Coleman, Davis, Gibson, Parks, Perkins, Winstead, and Yow.**
NOES:	**None.**

The following Budget Ordinance Amendment was adopted:

BUDGET ORDINANCE AMENDMENT		
General Fund		
Increase Appropriation to Law Enforcement	$50,000	
Increase Other Revenues		$50,000

VIII. UNFINISHED BUSINESS

Commissioner Yow stated that at the last meeting there was a Committee put together for redistricting. He said the public has a desire to see a change to the Board by reducing the size and having the Chairman elected by the voters. He asked the Commissioners to move forward to send a resolution to Raleigh to consider a reduction to the Board. He said he would like to see the districts balanced between Democrats and Republicans.

Chairman Alston said after the information is put together by GIS the Committee would consider all options and bring back the options to the Board.

Commissioner Yow requested balanced districts to be considered by the Committee. He said if the number of districts were not reduced to nine members then he would at least like to see the districts balanced.

Commissioner Davis stated that the discussion on redistricting is work for the Committee so he would hold his comments.

Commissioner Gibson stated that he hoped any Commissioner can submit a proposal to the Committee.

Chairman Alston added there would be a public hearing and it would be an open process.

Commissioner Coleman requested a map with the current number of districts balancing the population.

Chairman Alston said all the options will be considered.

Commissioner Perkins stated that district populations have changed so they are required by law to redistrict. He said he is open to options to see what would be most efficient.

IX. NEW BUSINESS

A. Heard Update on PART Services and Finances.

Brent McKinney, Executive Director of the Piedmont Authority for Regional Transportation, spoke about the regional transportation services and PART Express operations. He also provided an update on their finances. He explained the funds received from the car rental tax are declining and they have had to use fund balance. He said they are eliminating their low ridership routes to save money and raising their fares. He stated they will still be $1.18 million short so the other only option they have to raise funds is a $3 fee on vehicle registration. Mr. McKinney said in lieu of that increase they are requesting a one-time contribution from counties and the prorated portion is $394,000 for Guilford County. He pointed out that the largest group of riders in the system come from Guilford County.

Vice Chairman Shaw asked how many buses they have. Mr. McKinney said they have 45 buses and about 40 of those are in service at any time.

Vice Chairman Shaw said she heard comments from citizens about empty buses parked on Friendly Avenue.

Mr. McKinney replied that they park the buses during non-peak times.

Commissioner Perkins suggested a sliding scale for fees. He said most people feel that the ridership should carry the load of supporting PART services.

Mr. McKinney stated that they will be looking at options for fees including zone rates but he pointed out that they must balance that with providing an incentive for people to use public transportation.

Commissioner Gibson asked about the low occupancy of some of the vehicles. Mr. McKinney explained that they had to maintain services in some areas such as hospitals even in non-peak times.

Commissioner Parks about PART's schedules and how they get information out on their services.

Mr. McKinney stated they put out the pamphlets wherever they sell tickets. He added that there are four transit systems and now all four systems have the same fare box. He said they are also working on a regional call center this year.

Commissioner Yow stated that PART needs to change the way they think. He suggested they reduce the number of buses like any private business would do in order to save money. He said he was not in favor of giving more money to PART.

Commissioner Winstead said he understands the value PART brings to the community but he could not support a one-time payment as requested.

Mr. McKinney said they share the same goal of being a self sustaining operation but it will take a little while to get there.

Vice Chairman Shaw agreed with Commissioners Yow and Winstead and suggested PART should adjust their routes and fares.

B. New Business from County Commissioners.

Commissioner Parks said the Audit committee met and the Committee suggested the auditors meet with individual Commissioners if they so chose.

Commissioner Yow said the auditor assumed the Committee was speaking for the whole Board so the Committee urged the auditors to speak to Commissioners one on one about any concerns. He said the auditor would tender the offer to speak to Commissioners individually and they could choose whether or not they want to speak with them.

Vice Chairman Shaw asked why they are suggesting one on one meeting. She said she would like to hear the concerns at a work session instead.

Commissioner Gibson said he got a different take from the Committee. He said the auditor mentioned interviewing the Finance Director and Manager and the auditor assumed he was interviewing the Board by coming to the Committee. He said the Audit Committee wanted to give the other Commissioners the opportunity to discuss anything with the auditor.

Vice Chairman Shaw said she this has never been done before. She said she wants to hear the concerns of the other Commissioners and that can be done in a work session.

Chairman Alston agreed with Commissioner Shaw that it should be done at a work session.

Commissioner Yow said this is about creating an open process. He said the Committee can continue on the same way but he didn't want the auditor to believe the Committee was speaking for the Board.

Chairman Alston said he has never spoken individually with the auditor because there was never a need to talk to the auditor.

Commissioner Parks said it was not about a specific issue rather he thought it was just an opportunity for the auditor to talk to the Commissioners.

Commissioner Davis said he felt if the information was important then it should be presented at a work session. He said he would rather air on the side of caution and sit down as a Board to discuss the audit

Chairman Alston asked if was the common consent of the Board was to set up a work session with the auditor.

Commissioner Yow said the only concern of the Committee was that the auditor thought he was interviewing the Board through the Committee and they did not want to keep other Board members from talking with the auditor. He said the Board can talk with the auditor as a group or one on one.

Commissioner Perkins said the Audit Committee represents the Board well and he did not think they need a work session.

Commissioner Coleman said there have been many changes to the law and the auditor was trying to be transparent. She said she didn't think they need a work session because the Committee has met with the auditors and they have enough information. She suggested individual meetings could be set up with Commissioners that are interested.

Vice Chairman Shaw agreed with Commissioner Coleman that the Board does not need a work session. She asked the Manager to call the auditor to see if there was anything he needs to discuss one on one with Board members.

X. COMMENTS FROM COMMISSIONERS

Commissioner Perkins said attended the opening of Stokesdale community park. He said the park is open to all citizens.

Commissioner Winstead said he attended the Peoples First meeting and said it was very professionally done and thanked the citizens that put it together.

Commissioner Parks said he also attended the Peoples First meeting. He spoke about several other community events he attended during the week.

Commissioner Yow thanked the Conservatives for Guilford County for the informative and professional event.

Vice Chairman Shaw thanked the Conservatives for Guilford County as well for the event and said she appreciated the work that went into it.

Commissioner Davis said he attended the graduation at GTCC and the GTCC Middle College. He said he was proud of those getting those diplomas. He expressed disappointment with the Conservatives for Guilford County event on Monday night. He said they were confused about what services are mandated and what services are not mandated. He also pointed out that they did not look at all County spending and expressed concern they were recommending gutting some other programs such as Public Health.

Commissioner Bencini expressed his gratitude to the Conservatives for Guilford County for the professional presentation at the recent meeting.

Chairman Alston stated he appreciated the words from Jeremy Williams earlier. He said he knows that he represents all the citizens of Guilford County and he does not mind meeting with any citizen but he won't meet with a special group that he feels that has unjust values. He said he said he read the written report and it did not contain anything of value to him.

Vice Chairman Shaw apologized for briefly losing her temper earlier in the meeting when she felt Commissioner Yow addressed her in a disrespectful manner.

XIV. SPEAKERS FROM THE FLOOR

Joshua Faison showed a video of why libraries are important.

Jennifer Coulter stated that North Carolina is 46th in the nation in per pupil spending and if the Senate budget passes then the state will be 50th. She said this will result in a reduction in textbooks and supplies and all teacher assistants will be eliminated. She invited the Board to a rally for education funding on May 26th.

XV. ADJOURNED

There being no further business, the meeting was adjourned at 8:05 p.m.

Chairman

Deputy Clerk

CITY OF HIGH POINT **MUNICIPAL OFFICE BUILDING**

COMBINED MEETING

May 2, 2011 **4:45 P.M.**

ROLL CALL, PRAYER, PLEDGE OF ALLEGIANCE

Upon call of the roll, Mayor Rebecca R. Smothers; Mayor Pro Tem Latimer B. Alexander, IV. (At-Large); and Council Members Britt Moore (At-Large), Bernita Sims (Ward 1); Foster Douglas (Ward 2); A. B. Henley, III (Ward 4); M. Christopher Whitley (Ward 5); and James W. Corey, Ph.D. (Ward 6) were present.

Council Member Michael D. Pugh (Ward 3) was absent due to surgery.

Mayor Smothers offered the invocation; the Pledge of Allegiance followed.

APPROVAL OF THE MINUTES FROM PREVIOUS MEETINGS

The minutes of the following meetings were unanimously approved as submitted upon motion by Mayor Pro Tem Alexander and second by Council Member Corey. [8-0 vote] [Council Member Pugh was absent]

- *Finance Committee; Monday, April 18th @ 3:30 p.m.*
- *Combined Meeting; Monday, April 18th @ 4:45/5:30 p.m.*
- *Planning, Economic Dev. & Information Technology Committee; Tuesday, April 29th @ 9:00 a.m.*

FINAL ACTION TAKEN AT THIS MEETING

At the conclusion of the Committee of the Whole Session, and after all matters were heard by Council, ***motion was made by Council Member Corey, seconded by Council Member Sims to suspend the rules in order to take final action on these matters at tonight's meeting. The motion carried unanimously. [8-0 vote] [Council Member Pugh was absent]***

Motion was then made by Council Member Corey, seconded by Council Member Sims that all Committee recommendations stand as final action regarding these matters. The motion carried unanimously. [8-0 vote] [Council Member Pugh was absent]

Note: As a result of this action, there is no need for the Thursday morning meeting.

PRESENTATION OF ITEMS

FINANCE COMMITTEE - Council Member Alexander, Chair
Committee Members: Whitley, Smothers and Corey

(all were present)

110079 **Contract - Bid No. 25 - Scale House & Maintenance Building - Kersey Valley Landfill**

Award of contract for Bid No. 25 for Scale House & Maintenance Building for the Kersey Valley Landfill. Purchasing and Public Services recommend that contract be awarded to Fabco Construction, Inc., in the amount of $511,000.00 which is the lowest responsible and responsive bidder meeting specifications.

This matter was discussed during a Finance Committee meeting held at 3:30 p.m. prior to this meeting.

The Committee recommended this matter be placed on Thursday's Agenda with a favorable recommendation.

Approved contract with Fabco Construction, Inc. in the amount of $511,000.00 which is the lowest responsible and responsive bidder meeting specifications.

A motion was made by Mayor Pro Tem Alexander, seconded by Council Member Whitley, that this matter be approved. The motion carried unanimously. [8-0 vote] [Council Member Pugh was absent]

110080 **Contract - Bid No. 27 - Forrest/Farris Stormwater Improvements**

Award of contract awarding Bid No. 27 for the Forrest/Farris Stormwater Improvements. Purchasing and Public Services recommends that contract be awarded to Sealand Contractors Corporation in the amount of $4,473,242.00 which is the lowest responsible and responsive bidder meeting specifications.

This matter was discussed during a Finance Committee meeting held at 3:30 p.m. prior to this meeting.

The Committee recommended this matter be placed on Thursday's Agenda with a favorable recommendation.

Approved contract with Sealand Contractors Corporation in the amount of $4,473,242.00 which is the lowest responsible and responsive bidder meeting specifications.

A motion was made by Mayor Pro Tem Alexander, seconded by Council Member Whitley, that this matter be approved. The motion carried unanimously. [8-0 vote] [Council Member Pugh was absent]

110081 **Contract - Bid No. 28 - Entrance Facilities - Kersey Valley Landfill**

Award of contract for Bid No. 28 for Entrance Facilities for the Kersey Valley Landfill. Purchasing and Public Services recommends that contract be awarded to Triangle Grading & Paving in the amount of $929,724.72 which is the lowest responsible and responsive bidder meeting specifications.

This matter was discussed during a Finance Committee meeting held at 3:30 p.m. prior to this meeting.

The Committee recommended this matter be placed on Thursday's Agenda with a favorable recommendation.

Approved contract with Triangle Grading & Paving in the amount of $929,724.72 which is the lowest responsible and responsive bidder meeting specifications.

A motion was made by Mayor Pro Tem Alexander, seconded by Council Member Whitley, that this matter be approved. The motion carried unanimously. [8-0 vote] [Council Member Pugh was absent]

110086 **Purchase of Equipment for Street Department - Wheel Loader**

Council is requested to accept a quote in the amount of $127,907.58 submitted by James River Equipment Company for the purchase of a new 2011 John Deere 524K Wheel Loader for the street department.

This matter was discussed during a Finance Committee meeting held at 3:30 p.m. prior to this meeting.

The Committee recommended this matter be placed on Thursday's Agenda with a favorable recommendation.

Approved purchase of a new 2011 John Deere 524K Wheel Loader in the amount of $127,907.58 from James River Equipment Company for the street department from James River Equipment Company.

A motion was made by Mayor Pro Tem Alexander, seconded by Council Member Whitley, that this matter be approved. The motion carried unanimously. [8-0 vote] [Council Member Pugh was absent]

110082 **Citrix XenApp Computer System - Purchase of Additional Licensing**

Consideration of request from the Information Technology Services department to purchase 715 additional licenses in the amount of $186,439.83 from NWN Corporation - Greensboro for the Citrix XenApp computer system.

This matter was discussed during a Finance Committee meeting held at 3:30 p.m. prior to this meeting.

The Committee recommended this matter be placed on Thursday's Agenda with a favorable recommendation.

Approved contract with NWN Corporation- Greensboro for the Citrix XenApp computer system in the amount of $186,439.83 for the purchase of 715 additional licenses.

A motion was made by Mayor Pro Tem Alexander, seconded by Council Member Whitley, that this matter be approved. The motion carried unanimously. [8-0 vote] [Council Member Pugh was absent]

110084 **Parks & Recreation - Revised Fee for City Lake Swimming Pool**

Approval of recommendation by the Parks and Recreation Commission to establish a $1.00 discount rate for group tickets at the City Lake swimming pool

This matter was discussed during a Finance Committee meeting held at 3:30 p.m. prior to this meeting.

The Committee recommended this matter be placed on Thursday's Agenda with a favorable recommendation.

Approved a $1.00 discount rate for group tickets for use of the swimming pool at City Lake Park.

A motion was made by Mayor Pro Tem Alexander, seconded by Council Member Whitley, that this matter be approved. The motion carried unanimously. [8-0 vote] [Council Member Pugh was absent]

110059 **Budget Ordinance Amendment - Recognizing Structural Fund Changes**

Council is requested to adopt a technical budget ordinance amendment to recognize structural fund changes required by GASBS 54 and to appropriate reclassified revenues and related expenditures related to GASBS 54.

This matter was discussed during a Finance Committee meeting held at 3:30 p.m. prior to this meeting.

The Committee recommended this matter be placed on Thursday's Agenda with a favorable recommendation.

Adopted technical budget ordinance amendment recognizing structural fund changes required by GASBS 54 and appropriating reclassified revenues and related expenditures related to GASBS 54.

A motion was made by Mayor Pro Tem Alexander, seconded by Council Member Whitley, that this matter be adopted. The motion carried unanimously. [8-0 vote] [Council Member Pugh was absent]

Ordinance No. 6819/11-27 **Introduced 5/2/2011**
Adopted 5/2/2011
Ordinance Book Volume XVII, Page 27

110085 **Guilford County - Interlocal Agreements - Tax Collection/Public Library/Animal Shelter**

Council is requested to approve interlocal agreements with Guilford County for (1) Tax Collection (2) Public Library and (3) Animal Shelter and Control Services.

This matter was discussed during a Finance Committee meeting held at 3:30 p.m. prior to this meeting.

The Committee recommended this matter be placed on Thursday's Agenda with a favorable recommendation.

Approved interlocal agreement with Guilford County for (1) Tax Collection; (2) Public Library and (3) Animal Shelter and Control Services.

A motion was made by Mayor Pro Tem Alexander, seconded by Council Member Whitley, that this matter be approved. The motion carried unanimously. [8-0 vote] [Council Member Pugh was absent]

PUBLIC SAFETY & COMMUNITY DEVELOPMENT COMMITTEE - Council Member Sims, Chair

Committee Members: Alexander, Douglas and Corey

(all were present)

110087 **Community Development and Housing Department - Annual Action Plan 2011-2012**

Council is requested to approve the Community Development and Housing Department's 2011-2012 Annual Action Plan. The department has completed necessary activities for preparation and submission of the Plan to the Department of Housing and Urban Development (HUD).

The public hearing for this matter was held on Monday, April 18, 2011 at 5:30 p.m.

The Committee recommended this matter be placed on Thursday's Agenda with a favorable recommendation.

Mayor Smothers extended compliments to the Community Development & Housing staff on a successful Community Development Day recently held this past Saturday in recognition of National Community Development Week.

Approved the Community Development and Housing Department's 2011-2012 Annual Action Plan to be submitted to the Department of Housing and Urban Development (HUD).

A motion was made by Council Member Sims, seconded by Mayor Pro Tem Alexander, that this matter be approved. The motion carried unanimously. [8-0 vote] [Council Member Pugh was absent]

Pending Items

110045 **Ordinance - Vacate/Close Structure - 800 E. Commerce Street**
Council is requested to adopt an ordinance ordering the Inspector to effectuate the vacating and closing of a structure located at 800 E. Commerce Street belonging to Nathaniel E & Margaret G. Bolds.

Note: This matter has been pending since March 21, 2011.

PLANNING, ECONOMIC DEV. & INFORMATION TECHNOLOGY COMMITTEE - Council Member Whitley, Chair

Pending Items

110038 **Part 150 Assessment Report**
Consideration of a report from the Planning and Development Department that assesses the PTIA Part 150 Airport Noise Compatibility Study including a recommendation to amend the Airport Overlay District.

Note: This matter has been pending since March 21, 2011.

110053 **City of High Point Incentives Policies**
Council is requested to receive the following Incentives Policy Review Committee recommendations:
2) City of High Point Job Creation Incentives Policy [new]
4) City of High Point Retail Incentives Policy [new]
Note: For Parts 1 and 3 of the Incentive Policies, please refer to Legislative Matter 110032.

Chairman Whitley announced that the retail portion of the Incentives Policy will be discussed during a Planning, Economic Dev. & Information Technology Meeting scheduled for Tuesday, May 17th @ 9:00 a.m.

PUBLIC COMMENT PERIOD - 5:15 P.M.

Gender Discrimination Grievance- Martha Younts (Fire Department)
Official action by the City Council prompted the need for a Legislative Matter to be entered regarding this matter. Please refer to **110088 Release of Information- Deputy Chief Martha Younts- High Point Fire Department** *for additional information/action regarding this matter.*

Ashley Duncan, 1525 Landis Avenue, Charlotte, 28205, an attorney representing Martha Younts, addressed Council on Ms. Younts' behalf. She proceeded to read Ms. Younts' grievance against City Manager Strib Boynton alleging gender discrimination and proceeded to read subsequent responses. [the information submitted is hereby attached in Legistar as a permanent part of these proceedings].

Martha Younts, Deputy Chief- High Point Fire Department, who resides at 553 John Black Road in Lexington, also issued a statement of her recollection of incidents/conversations with the city manager over the past 12 years. [a copy of the transcript of Ms. Younts' comments is hereby attached in Legistar as a permanent part of these proceedings].

Concerns about the Community (crime rate, drug users/sellers, lack of jobs)

Antonio Richardson, who resides at 2713 Central Avenue in High Point, addressed Council regarding concerns he has about the community (i.e. crime rate, drug users/sellers, and lack of jobs). He asked if there was anything that Council could do to raise awareness in the city and possibly open up more incentives to get more jobs to come to High Point. Mayor Smothers pointed out POLO recently hosted a very successful job fair at Morehead Rec Center and 540 people showed up. She also explained a Job Center would be opening soon located on Idol Street which would house the Employment Security Commission, job training, and other services) in an effort to make the process more convenient and less stressful for those looking for job opportunities. She informed Mr. Richardson that there were some police officers in attendance of the meeting tonight and encouraged him to talk with them regarding his additional concerns about the crime rates and drug issues.

Council Member Moore mentioned that he did speak with Mr. Richardson on a couple of occasions and encouraged him not to become frustrated because it would take everyone working together and until systems/policies could be put back into place that rely more on the private sector--local, state or national government cannot create sustainable profitable jobs.

Council Member Sims mentioned that she and Assistant City Manager Pat Pate recently attended a private tour of the FedEx Ground facility located in the Triad Business Park. She noted they would soon be hiring about 500 people, but because of its location, transportation would be a challenge. She felt it would be a great place for residents to work, but somehow the transportation mechanism would need to be worked out--whether it would be with PART, High Point's or Greensboro's bus service. Mayor Smothers pointed out years ago that Jefferson Pilot provided transportation for their employees and they probably need to look at something like this to give people access to their facility.

Council Member Douglas agreed that High Point definitely needs to invest more into its transportation system to continue offering companies incentives to bring jobs here. Council Member Whitley asked what PART was doing in this regard. Council Member Sims explained PART has gone back and has been reexamining its routes to try to determine those that are no longer cost effective and to see if there's a need to possibly service other areas. She noted perhaps they probably need to look at some other outside-the-box type of transportation mechanisms and perhaps this could be a topic of conversation at the next PART meeting.

PUBLIC HEARINGS ON ITEMS (None Scheduled)

MISCELLANEOUS

110088 **Release of Information - Deputy Chief Martha Younts - High Point Fire Department**

Council is requested to authorize the City Manager to release information concerning Deputy Fire Chief Martha Younts' employment and the complaints she has raised, and the city council finds that release of such information is essential to maintaining public confidence in the administration of city services.

Since this matter did not originally appear on tonight's agenda, motion was made by Council Member Whitley, seconded by Council Member Sims to suspend the rules relative to placing this matter on tonight's agenda for consideration. The motion carried unanimously. [8-0 vote] [Council Member Pugh was absent]

Council Member Whitley then moved that pursuant to state law, the city manager is hereby authorized to release information concerning Martha Younts' employment and the complaints she has raised, and the City Council further finds that release of such information is essential to maintaining public confidence in the administration of city services. Council Member Sims made a second to the motion which carried unanimously. [8-0 vote] [Council Member Pugh was absent].

Following the vote on the motion, Mayor Smothers asked City Manager Strib Boynton if he would like to comment.

Mr. Boynton offered his comments at this time. [a copy of the City Manager's statement on Deputy Fire Chief's Grievance dated May 2, 2011 is hereby attached in Legistar as a permanent part of these proceedings.

110089 **Friends of John Coltrane - Request for Financial Assistance**

Council is requested to consider a request submitted by the Friends of John Coltrane for financial assistance in an amount up to $32,000.00 for the John Coltrane International Blues Jazz Festival which will be held in High Point on September 3, 2011.

Since this matter did not originally appear on tonight's Agenda, motion was made by Mayor Pro Tem Alexander, seconded by Council Member Corey to suspend the rules relative to placing it on tonight's Agenda for consideration. The motion carried unanimously. [8-0 vote] [Council Member Pugh was absent]

Council Member Sims brought the request forward for funding up to $32,000 to be used for marketing/advertising of the John Coltrane International Jazz Blues Festival to be held on September 3rd. She noted that there was money available in the Downtown Improvement fund that could possibly be used. Ms. Sims explained they are still in the process of raising funds and retaining sponsors for this event and if they end up with a profit, then the proceeds from the festival would go to benefit the restoration of the John Coltrane House and, assist the Arts Council with the John Coltrane festival workshop they have each year, and also to help BOTSO, LOTSO and NIA Community Action Center and they also plan to leave some seed money in place for funding next year's festival.

Council Member Whitley inquired about other dollars the organization might be projecting the city would have and asked if they included any in-kind services such as police, fire, parks and recreation other than the actual use of Festival Park for the event. Council Member Sims explained that there would be some security dollars included in the budget, but they were not necessarily looking at these dollars as in-kind, but as far as the park itself is concerned, the park has been included as an in-kind contribution to the festival. Council Member Whitley also asked about cleaning up after the event and Council Member Sims noted they planned to do this.

Mayor Smothers asked Council Member Sims if they meet or exceed their budget if they would be willing to reimburse the city for the money that they are being advanced and Council Member Sims stated there would not be a problem doing that. Council Member Douglas felt the city should offer its support to the festival and felt this was a small contribution the city could make at least until the festival gets off the ground since it was its first year. Council Member Corey pointed out that since they are asking for the money for advertising and marketing purposes, there is a requirement to have these funds available now.

Council Member Henley expressed concerns that a request of this nature would set precedence for other organizers of events and was concerned about taking the funding from the Downtown Improvement Project line item and using it somewhere else. Council Member Whitley stated while he has nothing against the John Coltrane International Jazz Blues Festival, he could not support the request for funding at this time and level because the city hasn't given this kind of money to any other event in the City of High Point. Council Member Sims stated she certainly understood Council Member Whitley's concerns but when she looks at the commitment the city has made to John Coltrane, who is a native son who has made many contributions to High Point, and the things the city is trying to do to promote tourism by bringing revenue into the city, the request for the funding is necessary. She reiterated they have no problems repaying the funds to the city should the festival make a profit as anticipated. Council Member Whitley felt the keyword was "tourism" and pointed out there is an organization in place to receive dollars from them. Council Member Sims offered assurances that they do plan to approach this entity again regarding funding and if they are successful in obtaining funds from them, they have no problem reimbursing the dollars back to the city. Mayor Smothers asked Council Member Sims if they were asking for a check for $32,000 upfront and Council Member Sims clarified they have no problems with invoicing based on the amounts they spend, but would defer to the city manager as to how it would work best.

Authorized the appropriation of up to $32,000 to support the John Coltrane International Jazz Blues Festival.

A motion was made by Mayor Pro Tem Alexander, seconded by Council Member Douglas, that this matter be approved. The motion carried by the following 5-3 vote:

Votes:

Aye: ***Mayor Smothers, Council Member Alexander, Council Member Sims, Council Member Douglas and Council Member Corey***

Nay: ***Council Member Moore, Council Member Henley and Council Member Whitley***

Absent: ***Council Member Pugh***

ADJOURNMENT

There being no further business to come before Council, the meeting adjourned at 5:45 p.m. upon motion duly made and seconded.

Respectfully Submitted,

____
Rebecca R. Smothers, Mayor

Attest:

____
Lisa B. Vierling, MMC
City Clerk

BID INFORMATION AND RECOMMENDATION

BID # 25-041311 **DATE OPENED:** 04/13/11

DESCRIPTION: Scale House & Maintenance Building-Kersey Valley Landfill

BID PACKAGES DISTRIBUTED: 67 **DEPARTMENT:** Public Services, Landfill Div

SOURCE OF FUNDS: 661749-533701-661001000105-40201 **BUDGETED AMOUNT:** $662,600

RECOMMENDED AWARD

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1 lot	**Scale House & Maintenance Building**	**$511,000.00**	**$511,000.00**

PURPOSE: The purpose of this contract is to build a new scale house and maintenance building for the Kersey Valley Landfill.

COMMENTS:

BID TABULATION

CONTRACTOR	TOTAL BID
Fabco Construction, Inc. **144 N. Cherry St.** **Kernersville, NC 27284**	**$511,000.00**
Brooks General Contractors 302 W. Lee St. Greensboro, NC 27406	$538,927.00
Holden Building Co. 114-B South Westgate Dr. Greensboro, NC 27407	$539,000.00
Central Builders of Mebane P O Box 400 Haw River, NC 27258	$565,000.00
Murray Construction 4417 Old Charlotte Hwy Monroe, NC 28111	$599,875.00
Down's Construction P O Box 2441 Thomasville, NC 27361	$603,400.00

The **PUBLIC SERVICES DEPARTMENT AND THE PURCHASING DIVISION** recommend that the contract for **SCALE HOUSE & MAINTENANCE BUILDING** be awarded to **FABCO CONSTRUCTION, INC.** the lowest responsible and responsive bidder meeting specifications, for the amount of **$511,000.00.**

DATE OF RECOMMENDATION: April 19, 2011

Strib Boynton

Strib Boynton, CITY MANAGER

Public Services Department

Richard D. McMillan, P.E.
ASSISTANT DIRECTOR

HIGH POINT
NORTH CAROLINA'S INTERNATIONAL CITY™

MEMORANDUM

DATE: April 25, 2011

TO: Pat Pate, Assistant City Manager
W. Chris Thompson, PE, Director of Public Services

FROM: Richard D. McMillan, P.E., Asst. Director of Public Services Richard D. McMillan

SUBJECT: Agenda Item: Kersey Valley Scalehouse/Maintenance Building Recommendation

I respectfully request that the following be included for consideration on the next City Council Agenda:

Consideration and approval for the bid award to Fabco Construction, Inc. for construction of the Kersey Valley Landfill Scalehouse and Maintenance Building in the amount of $511,000.00.

As the Kersey Valley Landfill expands into its new cell, Phase 4, the new scalehouse and maintenance building will serve staff and customers. These buildings are expected to be in place for the life of the Kersey Valley Landfill, which is anticipated to be between 2035 and 2040, depending on tonnage rates.

Funding for this contract will be made from the Landfill Capital Fund under the following account:

Kersey Valley Landfill – Phase 4 Construction: 661749-533701-661001000105-40201

If you have any questions, please contact me.

pc: Patty Sykes, Purchasing
Steve Pendry, Landfill Superintendent
John Kennett, Freeman Kennett Architects

freeman kennett architects, pllc

City of High Point
Kersey Valley MSW Landfill
Scale House and Maintenance Building
High Point, NC
Project No. 209011
April 13, 2011

General Construction:

NO.	NAME	LIC. NO.	BID BOND	MBE Affidavit A	ADDEN-DUM 1 & 2	Unit 1 Scale House	Unit 2 Maintenance Building	Total
1.	Fabco Construction, Inc.	42058	Yes	Yes	Yes	$251,000.00	$260,000.00	$511,000.00
2.	Brooks General Contractors	1376	Yes	Yes	Yes	$218,874.00	$320,048.00	$538,922.00
3.	Holden Building Co., Inc.	68119	Yes	Yes	Yes	$202,000.00	$337,000.00	$539,000.00
4.	Central Builders, Inc. of Mebane	4176	Yes	Yes	Yes	$218,765.00	$346,235.00	$565,000.00
5.	Murray Construction Co. of Monroe, Inc.	30655	Yes	Yes	Yes	$240,875.00	$359,000.00	$599,875.00
6.	Downs Construction	65274	Yes	Yes	Yes	$203,400.00	$400,000.00	$603,400.00
	Averages					$222,486.00	$337,047.00	$559,533.00

This is to certify that these are the correct bids received at the Bid Opening on April 13, 2011.

Architect:

1102 North Main Street | Suite 201 | High Point, NC 27262
336.869.3464 phone | 336.869.3454 fax | www.freemankennett.com

Fleet Services Department

Gary L. Smith
DIRECTOR

NORTH CAROLINA'S INTERNATIONAL CITY™

DATE: April 26, 2011
TO: Randy McCaslin, Assistant City Manager
FROM: Gary L. Smith, Director of Fleet Services Gary L. Smith

SUBJECT: Agenda Item – New Wheel Loader

I respectfully request that the following be included for consideration on the May 2, 2011 Council Agenda:

Acceptance of the quote submitted by James River Equipment Company for one new 2011 John Deere 524K Wheel Loader per the current U.S. General Services Administration (GSA) contract.

One (1) 2011 John Deere 524K Wheel Loader for $127,907.58 each

The street department currently has a 1998 Case brand wheel loader that needs major repairs to the drive train and is unable to provide the required level of service. Repairs could exceed $20,000. This machine is used year round for street repairs and loading salt in the winter.

The local service provider Briggs Equipment is no longer in business. I searched locally for a comparable used loader, but was unable to locate one. The John Deere wheel loader has served us well in other departments and will meet the needs of the street department. The vendor for the John Deere has a service facility in Greensboro and nine others in North Carolina.

Funding for this equipment will come from the following account:

501271-532401

pc: Bob Martin, Purchasing

City of High Point, P.O. 230, 3524 Triangle Lake Road, High Point, NC 27260 USA
Phone: 336.883.3598 Fax: 336.883.6699

HIGH POINT
NORTH CAROLINA'S INTERNATIONAL CITY™

Date: April 26, 2011

To: Pat Pate
Assistant City Manager

From: Steve Lingerfelt SRL
Director of Information Technology Services

Subject: Purchase of Citrix XenApp Licensing

The Department of ITS requests permission to purchase 715 licenses in addition to the initial 100 licenses purchased in the pilot project for the Citrix XenApp computer system at a cost of $186,439.83. The purchase price of $186,439.83 will be made from our existing computer replacement budget.

The XenApp system licensing will allow the City to deliver virtual desktop applications to 815 end users utilizing Citrix technology. This technology allows the users more flexibility and a significant cost savings in hardware replacement. Computers currently being purchased by the City at a cost of $2000 per unit could be replaced by a thin client computer at a cost of $400 per unit. Implementation of the pilot project will save the city approximately $120,000 in replacement costs over the next three years. Additional cost savings of approximately $360,000 can be obtained with the successful expansion of the technology. A conservative estimate of the total savings to the City would be approximately $480,000 in hardware costs alone over the next three years.

City of High Point, 211 South Hamilton Street, High Point, NC 27261 USA
Tel: 336.883.3286 Fax 336.822.7000

NWN CORPORATION

Quote

Date	4/5/2011
Quote #	QT72291
Expires	5/5/2011
Sales Rep	Enter, Todd
Project	
Terms	Net 30
Careplan Balance	

NWN Corporation - Greensboro
7025 Albert Pick Rd Suite 302
Greensboro NC 27409
P: (336) 294-0141
F: (336) 232-5251

Bill To

Accounts Payable
City of High Point
PO Box 230
High Point NC 27260

Ship To

City of High Point
211 S. Hamilton Street
Municipal Office Building
High Point NC 27260
United States

715	MW2A0000109 - XENDT PLATINUM EDITION X1U/DEV LICS W/SUBSCRIPTION ADVANTAGE	242.00	173,030.00	Yes

Subtotal	173,030.00
Tax (NC_GUILFORD CO 7.75%)	13,409.83
Total	$186,439.83

1) Refer to attached Terms & Conditions.
2) Subject to Credit Approval.

GUILFORD COUNTY CONTRACT NO. 42120-03/11-173
CITY OF HIGH POINT

NORTH CAROLINA

GUILFORD COUNTY

INTERLOCAL AGREEMENT ON PUBLIC LIBRARIES

This is an interlocal cooperation agreement (hereinafter called the "Interlocal Agreement") made this the 12th day of July, 2011, by and between City of High Point, a municipal corporation in the State of North Carolina (hereinafter called the "CITY,") and Guilford County, North Carolina, a body politic and corporate (hereinafter called the "COUNTY."), and also collectively referred to as the "Parties."

WITNESSETH

WHEREAS, on May 15, 1997, the City of High Point and Guilford County entered into a Contract, whereby the COUNTY agreed to provide certain funds to the CITY to carry out the programs and activities of its Libraries for the benefit of all citizens of Guilford County, regardless of whether the citizens live inside or outside the City of High Point; and

WHEREAS, the CITY and COUNTY have determined that it is in the public benefit and interest to terminate this prior Contract and enter into a new Interlocal Agreement to provide for the operation and support of a Public Library system in the City of High Point for the benefit of all citizens of Guilford County; and

WHEREAS, the North Carolina General Statutes in Chapter 160A, Article 20, provide that units of local government may enter into agreements in order to execute an undertaking providing for the continual exercise by one unit of any power, function or right; and

WHEREAS, this the CITY and the COUNTY agree this Interlocal Agreement shall continue for five, (5) years, from July 1, 2011 to June 30, 2016, unless terminated pursuant to the terms herein; and

WHEREAS, the governing bodies of the CITY and COUNTY have ratified this Interlocal Agreement by resolutions being recorded in their respective minutes; and

THEREFORE, in consideration of the mutual covenants, terms and conditions contained in this Interlocal Agreement herein accruing to the benefit of each of the respective parties hereto and other good and valuable consideration, receipt and sufficiency of which is acknowledged by the CITY and the COUNTY, the parties agree as follows:

1. High Point Public Library System. The CITY, pursuant to the authority granted in G.S. 153A-261, et. seq., and in compliance with all applicable laws, shall continue to operate and support a

public library system for the benefit of all citizens of Guilford County. This public library system shall be entitled the High Point Public Library System. It shall be operated and controlled in all aspects exclusively by the CITY as the CITY deems to be in the public interest and benefit.

2. Term of Agreement. This Interlocal Agreement shall continue for five (5) years, from July 1, 2011 to June 30, 2016, unless terminated pursuant to the terms herein.

3. Annual Payment to CITY. The COUNTY shall pay to the CITY the sum of $384,704.00 for the first fiscal year of this Interlocal Agreement. The annual fee thereafter for next four fiscal years shall remain the same unless the State of North Carolina modifies the Aid to Public Libraries Fund as set out in G. S. 125-7, or its amended successor. Should the Aid to Public Libraries Fund be modified for the July 1, 2011-12 fiscal year, then the COUNTY payment to the CITY for the July 1, 2012-13 fiscal year shall be 12% of State Aid to Public Libraries funds given to the CITY for the contract year, provided however this modification of payment by the COUNTY to the CITY shall not increase nor decrease the sum paid yearly by the COUNTY during the five year term of this Interlocal Agreement by more than a total of 10% of the sum paid in FY 2011-12. The COUNTY'S ensuing annual payments for the next three years shall be determined by this formula as set forth in Exhibit A attached hereto. These annual payments shall be payable by December 31 of each fiscal year.

4. Termination. This Interlocal Agreement may be terminated by either party by providing twelve months notice prior to the start of the next fiscal year.

5. Notice. Notice under this Interlocal Agreement shall be deemed sufficient upon the mailing to the parties by certified or registered mail at the following locations:

Guilford County	City of High Point
County Manager	City Manager
P.O. Box 3427	P.O. Box 230
Greensboro, NC 27402	High Point, NC 27260

6. Maintenance of Records. The CITY shall maintain all accounts, books, ledgers, journals, and records in accordance with generally accepted accounting principles, practices, and procedures.

All books and records shall be maintained by the CITY for a period of at least three years from the date of the final payment under this Agreement and shall be made available for audit or evaluation upon request during regular business hours of the CITY.

7. Audit. The CITY shall have an annual audit of its financial records and operations performed by an independent certified public accountant with a copy of the current audit and current management letter being submitted to the Guilford County Internal Audit Office within six (6) months of the CITY'S fiscal year end. A copy of the financial records and operations of the CITY shall be provided

at the COUNTY'S discretion. The COUNTY shall be entitled to audit the financial records and operations of the CITY, and the CITY shall provide the COUNTY'S Internal and External Auditors, during regular business hours, access to the High Point Public Library system's books and records.

8. Indemnification. As a condition of receiving funds from the COUNTY, the CITY agrees to fully indemnify and hold harmless GUILFORD COUNTY, its officers, agents, and employees from and against any and all claims, demands, payments, suits, actions, costs, recoveries, and judgments of every kind and description brought out of or occurring in connection with, directly or indirectly, activities funded in part or in whole with funds made available under this Agreement.

9. The COUNTY is in no way responsible for the administration and supervision of the CITY'S officers, employees, and agents, which persons it is agreed are not officers, employees, or agents of the COUNTY.

10. Amendment. This Interlocal Agreement may only be amended by written amendments mutually agreed upon and executed by and between the COUNTY and the CITY.

11. Entire Agreement. This Interlocal Agreement contains the entire agreement regarding the matters set forth herein. This Interlocal Agreement shall not be modified or amended except by an instrument in writing signed by an authorized representative of the parties herein.

IN WITNESS THEREOF, the parties have executed this Interlocal Agreement in their respective names and titles, by their proper officials, all by the authority of appropriate resolutions of the governing bodies of each of the taxing units, duly adopted, as of the day and year first written above.

ATTEST:

By: Effemia D. Varitimides
Clerk to Board

GUILFORD COUNTY

By: [signature]
Melvin Skip Alston, Chairman

APPROVED AS TO FORM
LEGAL SUFFICIENCY

By: N/A
County Attorney

THIS INSTRUMENT HAS BEEN
PREAUDITED IN THE MANNER
REQUIRED BY THE LOCAL
GOVERNMENT BUDGET AND
FISCAL CONTROL ACT

By: R. Reid Baker III 7/6/11
County Finance Director

ATTEST:

By: ______________________
City Clerk

APPROVED AS TO FORM
LEGAL SUFFICIENCY

By: ______________________
City Attorney

THE CITY OF HIGH POINT

By: ______________________
Rebecca R. Smothers, Mayor

THIS INSTRUMENT HAS BEEN PREAUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT

By: ______________________ 5/4/2011
City Finance Officer

Exhibit A

Payment under the Agreement shall be calculated as follows:

Determine the total State Aid Allocation for Libraries for the State of North Carolina the immediately preceding fiscal year; multiply that figure by .1209 (12.09%); multiply that figure by High Point Library System proportion of the total population of Greensboro and High Point Library Systems. See the example below using current figures for further explanation.

City of High Point - Fiscal Year '11 Allocation for Libraries Under Contract Formula:

Total State Aid Allocation to Libraries FY '11:	$ 15,150,881.00	
	X .1209	(12.09%)
	$ 1,831,688.00	
County Allocation to Libraries FY'11:	$ 1,831,688.00	
	X .21	(21% - High Point service population *see note below*)
	$ 384,704.00	

Therefore,

Fiscal Year '11 Guilford County shall pay to City of High Point for Libraries:	$ 384,704.00

* **NOTE*** Legal Service Populations (based on state certified 2009 population)

Guilford (Greensboro) Library System	375,990	(79% of total for Guilford County)
High Point Library System	99,963	(21% of total for Guilford County)

Financial Services

Jeffrey A. Moore, CPA
DIRECTOR

NORTH CAROLINA'S INTERNATIONAL CITY™

MEMORANDUM

April 21, 2011

MEMO TO: Strib Boynton, City Manager

FROM: Jeffrey A. Moore, Financial Services Director

SUBJECT: Council Agenda Item – Budget Amendment Required by GASB Statement 54

The City of High Point adheres to the accounting and reporting standards of the Governmental Accounting Standards Board (GASB) consistently. Council is aware of this and our compliance with those standards has resulted in "clean" audits for decades. Due to a recent change in these accounting and reporting standards, the City must make a change in our budgeting and accounting practices in order to continue our compliance.

In February 2009, The Governmental Accounting Standards Board (GASB) adopted a new accounting and reporting standard in its Statement No. 54 titled *Fund Balance Reporting and Governmental Fund Type Definitions* and made the new standard effective for local governments in North Carolina with our fiscal years beginning July 1, 2010. The Local Government Commission and School of Government were instrumental in clarifying these changes required for implementation which at times were at odds to existing NC laws and regulations, particularly as it related to presentations of fund balance components as defined by G.S. 159 *The Local Government Budget & Fiscal Control Act*. Units of NC local government received their implementation guidance from the LGC in August 2010 as we were in the middle of our annual audit.

The Financial Services Department has been working since November 2010 to evaluate all of the City's governmental fund operations, including General Capital Projects Fund, Special Grants Fund, and the General Trust and Agency Fund to identify types and sources of funds received and budgeted, legal purposes, grantor restrictions and fund balance classifications. As this monumental task was completed last month, we have been working with the Budget Office in the preparation of the attached budget amendment and establishing the new accounting and reporting structures required with the movement of the funds.

As part of the requirements of NC law governing the budget and accounting procedures, City Council is required to adopt the budget amendment which recategorizes several of our operating funds as of the beginning of the current fiscal year and establishes appropriations for the reclassified funds in order for the City to remain compliant with generally accepted accounting principles. Staff will bring an additional budget amendment before the end of the fiscal year to complete our implementation of the new accounting standard.

Accounting	Internal Audit	Purchasing	Treasury Services
336.883.3240	336.883.3122	336.883.3219	336.883.3230

City of High Point, P.O. Box 230, 211 South Hamilton Street, High Point, NC 27261 USA
Fax: 336.883.8572 Phone: 336.883.3237 TDD 336.883.8517

"AN ORDINANCE AMENDING THE 2010-2011 BUDGET ORDINANCE
OF THE CITY OF HIGH POINT, NORTH CAROLINA
TO APPROPRIATE FUNDS RESULTING FROM IMPLEMENTATION OF GASB STATEMENT 54

Be it ordained by the City Council of the City of High Point, North Carolina, as follows:

Section 1. The Governmental Accounting Standards Board (GASB) adopted Statement 54 *Fund Balance Reporting and Governmental Fund Type Definitions* with implementation required for fiscal years beginning after June 15, 2010. The City is required to change its reporting and accounting for several types of accounts utilized for pay-as-you-go capital projects, grants funds, and funds held by the City for other purposes. The City is required to appropriate these funds as of the beginning of the current fiscal year and reclassify the financial activity that has occurred during FY 2010-2011.

Section 2. The General Fund is hereby amended as follows:

(A) That the following additional revenues be amended:

Transportation revenues	$ 49,238
Police contributions and donations	33,126
Fire contributions and donations	21,243
Parks & recreation contributions and donations	62,374
Total	$165,981

(B) That the following expenditures be amended:

Transportation-capital expenditures	$ 8,190
Transportation-operating expenditures	41,048
Police-operating expenditures	33,126
Fire-operating expenditures	21,243
Parks & Recreation-operating expenditures	62,374
Total	$165,981

Section 3. That all ordinances, or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 4. That this ordinance shall be effective from and after its passage."

Adopted this ______ day of May, 2011

Community Development & Housing Department

2011 - 12 Annual Action Plan
Public Hearing

Agenda

- Overview
- Proposed 2010-11 Action Plan
  - Program Administration
  - Community and Neighborhood Development Activities
  - Affordable Housing Activities

Primary Annual Funding Sources

- The Community Development Block Grant (CDBG) program provides funding to develop viable communities by:
  - providing decent housing,
  - a suitable living environment, and
  - opportunities to expand economic opportunities.
- HOME Investment Partnership (HOME) program provides funding only for affordable housing:
  - build, buy, and/or rehabilitate affordable housing for rent, or
  - homeownership, or
  - provide direct rental assistance to low-income people.

2011 Final Continuing Resolution Adjustments

- Changes in CDBG
  - Funding reduced by 16.4%.
  - Staff projected 15% cut so a further reduction of 1.4% or $11,779.

- Changes in HOME
  - Funding was reduced by 11.9%
  - Staff projected no cut so HOME budgets reduced by $59,145

Consolidated Plan Statutory Objectives

- Decent housing
  - increasing the availability of affordable permanent housing
  - retaining the affordable housing stock
- A Suitable Living Environment
  - improving the safety and livability of neighborhoods
  - eliminating blighting influences
- Expanded Economic Opportunities
  - establishment, stabilization & expansion of small businesses
  - provision of public services concerned with employment

HUD Income Guidelines

2010-11 INCOME LIMITS				
FAMILY SIZE	VERY LOW INCOME (30% MEDIAN)	LOW INCOME (50% MEDIAN)	MODERATE INCOME (80% MEDIAN)	MEDIAN
1	$12,200	$20,300	$32,500	$40,625
2	$13,950	$23,200	$37,150	$46,438
3	$15,700	$26,100	$41,800	$52,250
4	$17,400	$29,000	$46,400	$58,000
5	$18,800	$31,350	$50,150	$62,688
6	$20,200	$33,650	$53,850	$67,313
7	$21,600	$36,000	$57,550	$71,938
8	$23,000	$38,300	$61,250	$76,563

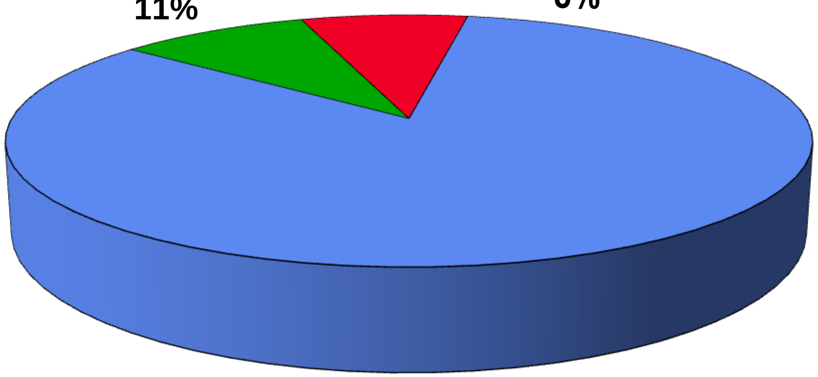
2011-12 Projected Action Plan Resources

Anticipated Funding & Sources:

Program	Amount	Percent
CDBG Program Funds	$707,959	26%
CDBG Program Income	135,000	5%
City Local Funds (HOME match)	124,590	5%
City Local Funds (EAC)	66,876	2%
Health & Human Services	40,000	1%
HOME Program Funds	935,991	34%
HOME Program Income	70,000	3%
Lead Hazard Control	200,000	7%
Neighborhood Stabilization Program Income	409,000	15%
Shelter Plus Care	50,269	2%
TOTAL	$2,739,685	100%

2011-12 Action Plan Distribution of Resources

Expenditures by type:	
Affordable Housing	$2,227,476
Community & Neighborhood Development	298,018
Program Administration	214,191
Total	$2,739,685



Program Administration

Program Administration	HOME	CDBG	TOTAL
Operating Costs	$45,599	$168,592	$214,191
Total	$45,599	$168,592	$214,191

- Salaries & benefits Director & CD Administrator;
- General Program Management and Administration
  - Preparation of required plans;
  - Prepare Analysis of Impediments to Fair Housing Choice; &
  - Performance reporting for activities to appropriate state and federal agencies.

Community & Neighborhood Development Programs

Description		Cost	Type of Activity
Program Delivery Costs		$209,038	Personnel & operating costs
Shelter Plus Care		$50,269	Provide housing to the chronic homeless
Public Service Grants		28,711	Assist public service agencies
Relocation Assistance		10,000	Minimum housing code enforcement
	Total	$298,018	

Recommended Public Service Grant Awards

Applicant	Amount Requested	CAC Allocation	Activity
Helping Hands Ministry	$5,400	$5,400	Provide emergency assistance (food, rent & utilities)
YWCA of High Point	$12,500	$5,094	After school programs for middle school youth
Carl Chavis YMCA	$6,000	$6,000	Health and wellness programs for seniors
Boys & Girls Clubs of GHP	$10,900	$7,267	Development programs for disadvantaged youth
High Point Heat Track & Field Club	$15,000	$4,950	Help l/m youths participate in AAU activities
Total	$49,800	$28,711	

- CAC received 13 public service grant applications totaling $123,580.
- Funding awards reflects anticipated reduction in CDBG funds.
- If CDBG funding exceeds expectations, CAC may approve additional public service grants.

Affordable Housing Programs

Description	Cost	Type of Activity
Program Delivery Costs	390,994	Salaries/supplies/training
Emergency Repair Program	85,000	Major systems repair
Infill Housing	124,590	Buy properties for future development
Individual Development Accounts	57,500	Financial mgt for homeownership
Homebuyer Assistance	144,993	Assist homebuyer purchases
CHDO Activities	135,399	Homes built and sold
Neighborhood Stabilization	409,000	DPA, redevelopment, repair & acquisition
Lead Hazard Control	200,000	Lead remediation
Admiral Pointe elderly Housing	280,000	Participation in a LIHTC development
Park Terrace	250,000	Extend Grimes Ave to Asheboro St
Southside Revitalization	150,000	New construction/property acquisition
Total	$2,227,476	

Affordable Housing Activities

- Affordable housing partners:
  - Habitat for Humanity
  - High Point Housing Authority
  - S.H.A.R.E. of NC
  - Triad EDC
  - Unity Builders

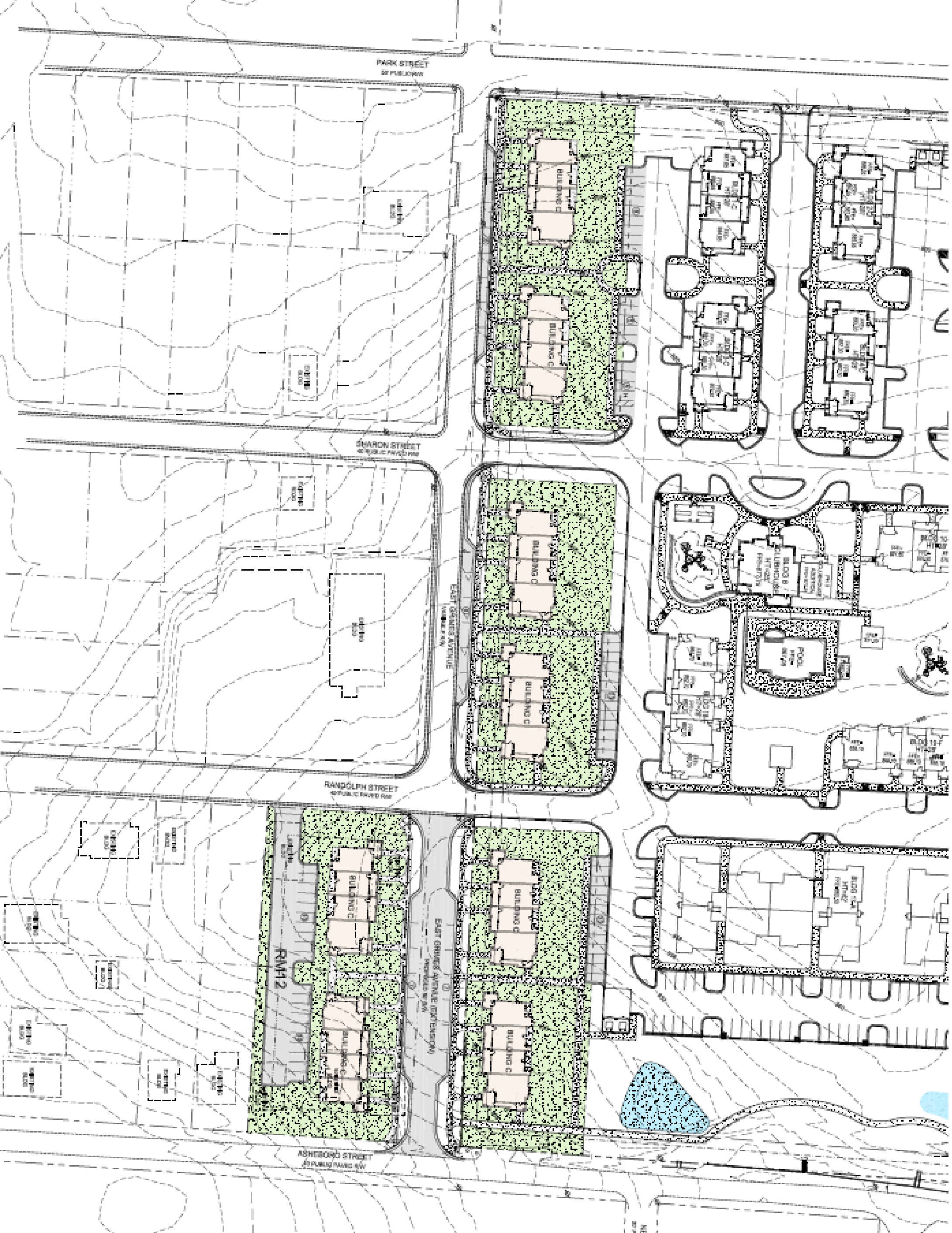
Graves Avenue

West End

Windley Street

Southside

Macedonia



Park Terrace
<u>(Grimes Ave. Ext.)</u>

- Joint project with HPHA
- Compliments phase 3 of Park Terrace development
- HPHA will build affordable rental units on land along Grimes.
- 1st phase is to connect Grimes to Asheboro

Park Terrace (Future Phases Along Grimes)

Admiral Pointe

- LIHTC development
- Est. funding = $5,411,059:
  - LIHTC Equity 3,314,375
  - RPP (NCHFA) 840,000
  - CHP (HOME) 560,000
  - Bank Loan 546,864
  - Deferred Developer Fees 150,000
- 48-56 units of elderly rental housing (1&2 bedrooms);
- Rents from $421 to $595 based on # of bdrms & income
- Site is located on Admiral Drive off Samet Drive.

Harris Pointe in Eden, NC

Admiral Pointe Elderly Housing LIHTC Project

- Homes for 55 and older
- 1 and 2 Bedroom
- Computer Center
- TV Room
- Exercise Room
- Dishwasher and Disposal
- Reading Room
- Beauty Salon
- Medical Exam Room

2011-12 Action Plan Schedule

Washington Terrace	**10-Feb-11**
Public Library	**17-Feb-11**
CAC Retreat	**3-Mar-11**
Public Comment Period	**March 14 thru April 12, 2011**
Public Hearing-CAC	**24-Mar-11**
Public Hearing-Council	**18-Apr-11**
Submit to HUD	**16-May-11**

Community Development & Housing Department

Questions or comments:

- City Hall
  - Michael E. McNair, Director - 883-3676
  - Calvin Slade, Affordable Housing Manager - 883-3348
- Community & Neighborhood Development Center
  - Michelle McNair, Community Resource Manager - 883-3685