The Board of County Commissioners met in a duly noticed regular meeting on May 22, 2014 at 5:30 PM, in the Commissioners’ Meeting Room, 301 W. Market St., Greensboro; North Carolina.

PRESENT: Chairman Bill Bencini, presiding; Vice Chairman Hank Henning; Commissioners Jeff Phillips, Bruce Davis (arrived at 6:05 PM), Carolyn Q. Coleman, Linda O. Shaw, Alan Branson, and Raymond Trapp.

ABSENT: Commissioner Kay Cashion.

ALSO PRESENT: Marty Lawing, County Manager; Mark Payne, County Attorney; Robin Keller, Clerk to the Board; Michael Halford, Budget Director; Reid Baker, Finance Director; Bonnie Stellfox, Purchasing Director; Merle Green, Public Health Director; John Dean, Human Resources Director; Jim Albright, Emergency Services Director; Ben Chavis, Tax Director; Doug Logan, Court Alternatives Director; Robert McNiece, Facilities, Parks, and Property Management Director; Jeff Fowler, Security Director; Jerry Coble, Assistant Fire Marshal; Major C.J. Williamson, Court Services Bureau; Scott Greene, Environmental Health Director; Casey Smith, Senior Budget and Management Analyst; Tansy Long, Budget and Management Analyst; Randall Lyons, Budget and Management Analyst; Thomas Marshburn, Parks Operations Manager; Paul Lowe, Deputy Clerk to the Board; Katredia Martin, Executive Administrative Officer; Cristy Summers, County Administration; and members of the media and community.

I. INVOCATION

Board Chaplin Chavis provided the invocation.

II. PLEDGE OF ALLEGIANCE

Chairman Bencini led those present in reciting the Pledge of Allegiance.

III. WELCOME AND CALL TO ORDER

Chairman Bencini welcomed those present and called the meeting to order at 5:49 PM.
Update Regarding Tethering Ordinance

Scott Greene, Environmental Health Director, provided an update regarding the unsupervised tethering ban which the Board adopted at the November 21, 2013 Commissioners’ meeting. Greene reported that the Public Health Department had developed a marketing plan and was working proactively to educate Guilford County residents regarding the tethering ban.

Commissioner Shaw thanked Greene for his efforts.

IV. SPEAKERS FROM THE FLOOR

Carley Swain, Vice President of the Greensboro Junior League, updated the Board about her organization’s volunteering efforts and the challenges that impact Cone Elementary School.

Cheryl Beeson, Principal-Murphy Academy, shared her support for school maintenance projects.

Bob Christina, Principal-High Point Central, spoke in support of the Superintendent’s budget.

Kristi Bryson expressed her support for Superintendent Mo Green’s proposed budget.

Joe Stafford urged the Board to halt funding for the School System’s Mission Possible program.

Ralph Moore, Cummings Street, Greensboro, recounted his recent experience when he was hit by a moving vehicle. Commissioner Trapp offered to follow up with Mr. Moore.

Patricia Hanwerk expressed concerns regarding agricultural development near her home.

Chairman Bencini recognized Former Board Chairman Skip Alston who was attending the meeting.

V. PRESENTATIONS

A. Resolution Honoring Older Adults

Vice Chairman Henning read a resolution honoring Older Americans.

Chip Cromartie, Executive Director of the Adult Center for Enrichment, accepted the resolution and thanked the Board for recognizing older citizens in Guilford County.

B. Recognize School Nurse, Anita Alday upon her achievement of receiving the North Carolina PTA School Nurse Award.

Beth Jaekle, Nursing Supervisor, introduced Anita Alday who recently received the North Carolina PTA School Nurse Award. Jaekle praised Alday’s efforts to improve the health and well being of Guilford County students.
VI. CONSENT AGENDA

A. BUDGET AMENDMENTS

1. Approve the following increases/decrease to the FY 2014 Public Health budget resulting in a net decrease of ($141,721) and also increasing Appropriated Fund Balance by $1,393. Adult Services: ($9,810) Approve a decrease in Federal / State Revenue of ($11,203) and an increase to Appropriated Fund Balance of $1,393, as part of the required match to receive Older Adult program grant funds (Federal Home and Community Care Block Grant). Family/Children: ($145,319)

The following Budget Ordinance Amendment was adopted:

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<td>General Fund</td>
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<td>Decrease Appropriation</td>
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<td>Public Health</td>
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<td>Decrease Federal / State Revenue</td>
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<td>Increase Other Revenue</td>
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<td>Increase Appropriated Fund Balance</td>
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2. Approve an increase to the FY 2014 Animal Services budget totaling $2,129 for local United Animal Coalition from the state of North Carolina for reimbursement of Spay/Neuter procedures. This action also accurately accounts for previously approved "pass through" reimbursement funds totaling $12,885 for local United Animal Coalition from the state of North Carolina, by aligning budgeted revenues with actual receipts. NO ADDITIONAL COUNTY FUNDS REQUIRED.

The following Budget Ordinance Amendment was adopted:

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3. Approve an increase to the FY 2014 Law Enforcement budget of $51,526, which aligns budgeted revenues with actual receipts as well as appropriates interest earnings on grant dollars received in previous years. NO ADDITIONAL COUNTY FUNDS ARE REQUIRED.

The following Budget Ordinance Amendment was adopted:

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<td>Decrease Appropriated Fund Balance</td>
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B. CONTRACTS

1. Request your review and approve a Commissary Contract for the Guilford County Sheriff’s Detention Centers. A Request for Proposal was released under Event 391 for Commissary Services for a supplier to provide goods/services for inmates to purchase. All sales will be made via kiosks, awarded vendor will supply all hardware and software applications with PIN recognition, and will interfaces with current telephone system. The RFP was evaluated on Commission Schedule, references, technical management, financial stability, and grant opportunity ($5,000.00 year for life of contract and has no impact on their revenue percentage). Provides for a complete account of all inmates' funds, and at the time of release the system will show all funds owed, and a debit card will be issued to the inmate at the time of release. After evaluation of the five responses, it was determined that the awarded vendor was Kimble's Food, 607 Hines St, LaGrange, GA who met all the specification criteria and will provide 40% the highest net revenue for the term of the contract. This will be a revenue based contract is to begin July 1, 2014 and end on June 30, 2017 with the option for two (2) additional one year renewals. NO ADDITIONAL COUNTY FUNDS REQUIRED.

2. Review and approve the last Price Only Contract Renewal option remaining with No Price Increases and not expected to exceed the amount listed for FY14/15. The Contract period will begin on July 1, 2014 and end on June 30, 2015 with the following supplier:

   (a) Northwestern Emergency, P.O. Box 790, Jefferson, NC (Contract #66381-06/12-259) - Amend #1 - $106,388.00 for Medic/Transport Ambulance & Rescue Net Road Safety Equipment. No Renewal Options must be rebid next year. FUNDS COMMENSURATE WITH THE ADOPTION OF THE 2014/15 BUDGET.

3. Approve, in substantial form, the lease extension for 2814 Firestone Drive, Greensboro at an annual cost of $145,163.40. Lease term from July 1, 2014 - June 30, 2015. FUNDS COMMENSURATE WITH THE ADOPTION OF THE FY 2014/15 BUDGET.

4. Review and approve in form and legality the Price Only Contracts for Janitorial Services for Greensboro and High Point Courthouses with the following vendors for the amounts listed and the contracts will begin July 1, 2014 and end June 30, 2015:

   (a) Greensboro Courthouse-Omnico, Inc., 8359 Chapel Hill Rd, Cary, NC 27513 - $200,640.00
   (b) Miller's Maintenance, LLC, P.O. Box 24513, Winston Salem, NC 27114 - $86,900. FUNDS COMMENSURATE WITH THE ADOPTION OF THE FY2014/15 BUDGET.

5. Review and approve the Price Only Contract 109192-12/12-128 for Law Enforcement Uniforms, Jackets and Alterations last and final renewal option #2, with no price increases and not expected to exceed the amount listed for FY14/15. The contract period will begin July 1, 2014 and end on June 30, 2015 with the following supplier:

   (a) Best Uniforms, Inc., 2716 Exchange Dive, Wilmington, NC 28405 in the amount of
6. Approve Price Only Contract with lowest responsive bidder Lankford Protective Services, 2711-B Pinedale Road, Greensboro, NC 27408 for Security Services for Guilford County Security Department. Contract amount is not expected to exceed $708,948 per year or $2,126,844 for the initial three years. The contract period will begin on July 1, 2014 and end on June 30, 2017 with the option to renew for two (2) additional one-year periods. FUNDS COMMENSURATE WITH THE ADOPTION OF THE FY 2014/15 BUDGET.

7. Approve, in substantial form the attached MOA and easement; and authorize staff to take all reasonable and necessary measures to secure the easement and relocate the Bicentennial Greenway. NO COUNTY FUNDS REQUIRED.

8. Approve a memorandum of agreement (MOA) between Guilford County and the Whitsett Fire Department for co-location of a fire engine and crew at the Guilford County Emergency Services facility at Rock Creek (6498 Franz Warner Parkway, Whitsett NC, 27377). NO ADDITIONAL COUNTY FUNDS.

9. Revise the existing Interlocal Agreement on Tax Collection between Guilford County and the City of Greensboro by approving CONTRACT NO. 36460-03/11-170, AMENDMENT NO.1 CITY OF GREENSBORO.

C. MISCELLANEOUS

1. Accept the Tax Department's Beverage License and Tax Collection Reports for the month ending April 30, 2014.


3. Donate a fully depreciated, end of service life ambulance and equipment to the Greensboro Children's Museum for the purposes of permanent display and education of youth with other public safety vehicles from the City of Greensboro. NO ADDITIONAL COUNTY DOLLARS.

4. Approve requests for a fire protection service district overlay for the Guilford College Rural Fire Protection District. Approval of the Fire Protection Service Districts are hereby established and the boundaries for the current service districts are established in accordance with the maps on file with the Clerk to the Board, and the adopted herein by reference; the districts referenced herein are established pursuant to North Carolina Session Law 1973-263.

5. Approve the following sets of County Commissioner's Meeting Minutes: 04/15/14 - Work Session 04/17/14 - Regular Meeting 04/22/14 - Budget Committee Meeting 04/24/14 - Animal Welfare Advisory Committee Meeting 05/05/14 - Education Committee Meeting.
Motion was made by Commissioner Linda O. Shaw, and seconded by Commissioner Alan Branson to approve the consent agenda.

**VOTE:** Motion carried 8 – 0.


**NOES:** None.

**ABSENT:** Commissioner K. Cashion.

**VII.** HEAR MANAGER'S BUDGET MESSAGE TO BE FILED WITH THE CLERK TO THE BOARD FOR PUBLIC INSPECTION. SET A PUBLIC HEARING ON THE COUNTY MANAGER'S RECOMMENDED BUDGET FOR JUNE 5, 2014 AT 5:30 PM, IN THE OLD GUILFORD COUNTY COURTHOUSE, LOCATED AT 301 WEST MARKET STREET IN GREENSBORO.

Marty Lawing, County Manager, presented his recommended budget to Commissioners. Lawing reported that his proposed budget would maintain a fund balance of about 12.6%, increase spending by approximately $10.4 million dollars, and add nine net jobs to the County’s workforce. Lawing commented that the suggested budget would retain the County’s property tax rate at 0.77. Lawing shared that he recommended allocating $179 million dollars to fund school operations in the County based on the funding formula which was approved by the Board.

Commissioner Shaw left the meeting at 7:05 PM.

Lawing then reviewed external issues which would impact the County’s budget development process—including Federal and State legislation and shared that he wanted to see the County develop a fund to pay for ongoing projects.

Lawing commended County department directors and Budget Director Michael Halford and his staff for their assistance in compiling the recommended budget. Lawing then thanked the Board of Commissioners for their support during his first year as County Manager.

Chairman Bencini praised Lawing and his staff for their efforts to develop the proposed budget.

**VIII.** PUBLIC HEARINGS

A. Hold Public Hearing pursuant to N.C.G.S. 153A-77 for the purpose of considering consolidation of Guilford County’s Human Services Agencies; and Consider adoption of a resolution exercising powers of the Board to assume control of the activities of a Consolidated Human Services board.

Lawing introduced the topic and reminded that the Board had consideration the issue at multiple meetings—most recently at a May 12th work session. Lawing reiterated that the Board voted to pursue Option 3 at the work session— which would allow Commissioners to assume the responsibilities of a Consolidated Human Services Board. Lawing shared that under the proposal the County Manager would appoint a Human Services Director. Lawing reported that he and Human Resources Director John Dean
had met with Public Health and DSS staff to discuss consolidation. Lawing commented that about 250 employees had attended the information meetings.

Commissioner Shaw back in 7:13PM.

Lawing reviewed the implications associated with removing employees from or retaining staff under the provisions of the State Human Resources Act and shared that the DSS Board had recently contracted with a consulting agency to retain Sam Haycock to serve as Interim Social Services Director.

Commissioner Trapp stated that the Haycock would help manage DSS operations while providing organizational consulting services to the County.

Lawing shared that staff had conducted a survey and found that a majority of jurisdictions that had implemented human services consolidation transferred employees to County based personnel policies.

Commissioner Coleman asked for clarification regarding the pros and cons of moving employees from the State Human Resources Act.

Lawing replied that the County would be granted greater flexibility by consolidating- as all employees would be placed under a single personnel system. Lawing opined that the County would not face any cons if the Board elected to consolidate. Lawing explained that if staff left the County’s employ that their accrual rate and career status could be impacted.

Commissioner Coleman commented that the alternation might not produce any cons for the County, but employees could be impacted. Coleman expressed concerns with the proposal.

Chairman Bencini opened the floor for proponents to speak in favor of the Human Services Consolidation. No proponents signed up to address the proposal. Bencini then opened the floor for opponents of the measure to speak. No one signed up to address the Board. After seeing no one wishing to speak regarding the matter, Chairman Bencini closed the public hearing.

Commissioner Trapp asked for clarification regarding the proposed human services advisory board.

Lawing replied that the advisory board would have the same composition of the current Board of Health.

Commissioner Trapp inquired if the Board could add additional members to the advisory board.

Lawing stated that the advisory board was caped at eleven members.

Trapp expressed concerns and commented that he thought the proposal would limit citizen involvement. Trapp shared that he would be unable to support the measure and cautioned the Board before undertaking such a massive policy initiative.

Chairman Bencini asked if the Board had the discretion to expand the advisory committee.

County Attorney Mark Payne advised Commissioners that they could establish additional advisory boards to promote greater citizen involvement.
Commissioner Branson reported that several members of the Public Health Board were interested in continuing to serve the County. Branson asked for clarification.

Lawing suggested filling the advisory board with new appointments.

Commissioner Coleman expressed concerns with consolidation and shared that she was still unclear regarding the Board’s motives and goals for pursuing the merger. Coleman commented that Commissioners had not fully included the DSS and Public Health Boards in discussions regarding consolidation.

Commissioner Phillips explained that the Board had discussed the goals for pursuing consolidation at their last work session and opined that the endeavor would help to improve service delivery in the County.

Commissioner Branson echoed Phillips’ comments and reminded Commissioners that multiple work sessions were held regarding consolidation and both the Public Health and DSS Boards were invited to and attended some of the meetings.

Commissioner Davis asked who would serve on the law making Board and the advisory Board for the consolidated human services agency.

Lawing clarified the various options available to the Board.

Commissioner Davis offered a substitute motion to implement option two.

Motion was made by Commissioner Bruce Davis, and seconded by Commissioner Ray Trapp to approve a substitute motion to pursue consolidation following option 2 as presented.

Commissioner Davis spoke to the merits of selecting Option 2. Davis shared that the option would help to retain qualified individuals on the DSS and Public Health Boards. Davis expressed concerns that politics could enter a committee which is tasked with developing policy for the County. Davis shared that merging the two departments would also displace talented advisory board members. Davis cautioned the Board to fully consider the magnitude of the proposal.

Commissioner Coleman indicated that she was still unsure why the Board was considering consolidation. Coleman shared that the County had considered the issue previously and staffed a committee which identified efficiencies in the Public Health and DSS Departments. Coleman then commented that Commissioners should seek additional input from other County advisory boards.

Motion was made by Commissioner Bruce Davis, and seconded by Commissioner Ray Trapp to approve a substitute motion to pursue consolidation following option 2 as presented.

**VOTE:** Motion failed 2 – 6.  
**AYES:** Commissioners B. Davis, R. Trapp.  
**NOES:** Commissioners J. Phillips, C. Coleman, B. Bencini, L. Shaw, H. Henning,  
A. Branson.  
**ABSENT:** Commissioner K. Cashion.
Motion was made by Vice Chairman Hank Henning, and seconded by Commissioner Jeff Phillips to approve Consolidate Option 3 and Adopt Resolution A.

VOTE: Motion carried 6 – 2.
NOES: Commissioners B. Davis, R. Trapp.
ABSENT: Commissioner K. Cashion.

RESOLUTION OF THE GUILFORD COUNTY BOARD OF COMMISSIONERS EXERCISING ITS POWERS TO ASSUME CONTROL OF THE ACTIVITIES OF A CONSOLIDATED HUMAN SERVICES BOARD

WHEREAS, a major legislative goal of the North Carolina Association of County Commissioners has been to obtain legislation that would give all counties in North Carolina the flexibility to organize human services in such a way as to promote efficiency and effectiveness in their administration; and

WHEREAS, during the legislative session of 2012 the North Carolina General Assembly adopted House Bill 438 which amended G.S. 153A-77 and G.S. 153A-76 which gives all county board of commissioners the option to exercise its authority or jurisdiction over certain boards, commissions, and agencies, including the Board of Health and the Social Services Board; and

WHEREAS, before the Board of Commissioners may exercise the power and authority contained in G.S. 153A-77 to assume the power, responsibilities and duties of the consolidated human services board, it must hold a public hearing pursuant to 30 days notice given in a newspaper of general circulation, which public hearing has been held at this meeting upon notice duly given.

NOW, THEREFORE, BE IT RESOLVED by the Guilford County Board of Commissioners that pursuant to G.S. 153A-77:

1. It creates a consolidated county human services agency having the authority to carry out the functions of the local health department and the county department of social services, hereinafter also referred to as the Department of Health and Human Services; and

2. It creates a consolidated human services board having the powers conferred by subsection (c) of G.S. 153A-77, and further assumes all power, responsibilities and duties of said consolidated human services board pursuant to G.S. 153-77(a) upon notice duly given of a public hearing conducted this day, and the Board of County Commissioners creates an advisory committee consistent with the membership described in 130A-35.

3. It consolidates the provisions of human services in Guilford County under the direct control of the Human Services Director appointed and supervised by the County Manager in accordance with G.S. 153A-77(b).

4. That upon adoption of this resolution, any and all financial obligations executed under the authorities the Board of Health or the Social Services Board shall transfer to the County through the Health and
Human Services Department, ensuring a smooth transition as result of the consolidation pursuant to N. C. Gen. Stat. 153A-77.

5. Upon the effective date of this Resolution the Board of Public Health and the Social Services Board are hereby abolished and the powers and duties of those Boards are vested in the Board of Commissioners.

6. Upon the effective date of this Resolution, there is hereby established a Human Services Advisory Committee with membership to be appointed consistent with the requirements of N. C. Gen. Stat. 153A-77.

Effective this 22 day of May, 2014. IN WITNESS WHEREOF, I hereunto set my hand and cause the corporate seal of the County of Guilford to be affixed, this the 22 day of May, 2014.

Commissioner Trapp asked if the County needed to hire an interim Human Services Director.

Lawing shared that staff would focus their efforts to hire a permanent Human Services Director.

Commissioners Shaw and Davis left the meeting at 8:00 PM.

Board recessed at 8:00 PM.

Board Reconvened at 8:35 PM.

IX. UNFINISHED BUSINESS

A. Accept an offer to purchase County-owned land located at 1010 and 1012 Barbee St. in High Point (Deed Reference: Book 7422, Page 2276) from High Point University, in the amount of $28,000 for 1010 Barbee Ave. and $8,500 for 1012 Barbee Ave. with a combined purchase price of $36,500; and Authorize the County Manager to enter the County into a sales contract for this amount and authorize staff to take all reasonable and necessary steps to sell the property.

Motion was made by Commissioner Ray Trapp, and seconded by Commissioner Alan Branson to approve and accept an offer to purchase County-owned land located at 1010 and 1012 Barbee St. in High Point (Deed Reference: Book 7422, Page 2276) from High Point University, in the amount of $28,000 for 1010 Barbee Ave. and $8,500 for 1012 Barbee Ave. with a combined purchase price of $36,500; and Authorize the County Manager to enter the County into a sales contract for this amount and authorize staff to take all reasonable and necessary steps to sell the property.

VOTE: Motion carried 6 – 0.
NOES: None.
ABSENT: Commissioners B. Davis, K. Cashion, L. Shaw.
X. **NEW BUSINESS**

A. **Approve the attached resolution entitled "Resolution providing for the issuance of Not Exceeding $160.07 Million General Obligation Community College and School Bond Anticipation Notes, Series 2014".** The resolution provides that the aggregate principal amount of those notes outstanding at any time does not exceed $50 million. The proposal will "piggyback" off the same interest rate and other significant terms obtained by the City of Greensboro in their General Obligation Bond Anticipation Notes drawdown program with Wells Fargo Bank. The terms include a 3 year term, interest at a floating rate based on 70% of 1-month LIBOR (London Interbank Offered Rate) plus 35 basis points (as of April 14, 2014 the annual interest rate would have been 0.456%) with no prepayment penalties and no fees on any unused balance of the $50 million. The County will ultimately lock in long term financing to pay off the short term bond anticipation notes by issuing fixed rate general obligation bonds.

Motion was made by Commissioner Carolyn Q. Coleman, and seconded by Commissioner Jeff Phillips to approve the attached resolution entitled "Resolution providing for the issuance of Not Exceeding $160.07 Million General Obligation Community College and School Bond Anticipation Notes, Series 2014". The resolution provides that the aggregate principal amount of those notes outstanding at any time does not exceed $50 million. The proposal will "piggyback" off the same interest rate and other significant terms obtained by the City of Greensboro in their General Obligation Bond Anticipation Notes drawdown program with Wells Fargo Bank. The terms include a 3 year term, interest at a floating rate based on 70% of 1-month LIBOR (London Interbank Offered Rate) plus 35 basis points (as of April 14, 2014 the annual interest rate would have been 0.456%) with no prepayment penalties and no fees on any unused balance of the $50 million. The County will ultimately lock in long term financing to pay off the short term bond anticipation notes by issuing fixed rate general obligation bonds.

**VOTE:** Motion carried 6 – 0.

**AYES:** Commissioners J. Phillips, C. Coleman, B. Bencini, H. Henning, A. Branson, R. Trapp.

**NOES:** None.

**ABSENT:** Commissioners B. Davis, K. Cashion, L. Shaw.

RESOLUTION PROVIDING FOR THE ISSUANCE OF

NOT EXCEEDING $160,070,000 GENERAL OBLIGATION COMMUNITY COLLEGE AND SCHOOL BOND ANTICIPATION NOTES, SERIES 2014

WHEREAS, the County of Guilford, North Carolina (the “County”) in the past has issued its general obligation bonds to provide funds for capital projects in advance of the incurrence of the project costs to be paid from those funds; and
WHEREAS, the County wants to provide funds for certain capital projects on a more efficient basis by issuing its general obligation bond anticipation notes from time to time as needed to pay project costs that have been actually incurred or to reimburse itself for the payment of those costs and then issuing its general obligation bonds from time to time to pay those notes, thereby avoiding paying interest on bond proceeds that have not yet been spent and borrowing those funds at interest rates that are generally lower than interest rates for bonds; and

WHEREAS, Wells Fargo Bank, National Association (“Wells Fargo”) or a wholly owned subsidiary of Wells Fargo (the “Purchaser”; that term shall also include any successor owner of those notes) has offered to purchase those notes as provided below;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners for the County, as follows:

Section 1. The Board of Commissioners for the County (the “Board of Commissioners”) has determined and does hereby find and declare:

(a) That orders authorizing not exceeding $79,500,000 Community College Bonds and $412,315,000 School Bonds of the County were adopted by the Board of Commissioners on February 21, 2008 and that each of those orders was approved by the vote of a majority of the qualified voters of the County who voted thereon at a referendum duly called and held on May 6, 2008.

(b) That $49,600,000 of those Community College Bonds and $282,145,000 of those School Bonds have been issued by the County.

(c) That the Board of Commissioners adopted on April 17, 2014 an order extending the maximum time period for issuing those Community College Bonds and School Bonds to May 6, 2018, which order is to take effect May 24, 2014.

(d) That no notes have been issued in anticipation of the receipt of the proceeds of the sale of those Community College Bonds or those School Bonds, and that it is necessary to provide for the
issuance of notes in anticipation of the receipt of the proceeds of the sale of the balance of those Community College Bonds in an amount not exceeding $29,900,000 and the balance of those School Bonds in an amount not exceeding $130,170,000, provided that the aggregate principal amount of those notes outstanding at any time does not exceed $50,000,000, as provided in this resolution (this “Resolution”).

(e) That it is appropriate to consolidate for the purpose of their issuance the notes referred to above in an aggregate principal amount not exceeding $160,070,000, provided that the aggregate principal amount of those notes outstanding at any time does not exceed $50,000,000.

(f) That the Purchaser has offered to purchase those notes pursuant to a Note Purchase and Advance Agreement by and between the Local Government Commission of North Carolina (the “Commission”), the County and the Purchaser (the “Note Purchase and Advance Agreement”; that term shall also include any successor similar agreements with other owners of the Note), pursuant to which the Purchaser will agree to purchase notes by advancing amounts as described in Section 2, such amounts to be used to pay costs of projects for which the bonds described in this Section 1 have been authorized.

Section 2. In anticipation of the receipt of the proceeds of the sale of a like amount of the respective bonds referred to above, the issuance of notes of the County in an aggregate principal amount not exceeding $160,070,000 is hereby authorized. Those notes shall be issued as a single note of the County registered as to principal and interest in the name of the Purchaser, shall evidence an initial advance of funds by the Purchaser to the County in the amount of $50,000 (the “Initial Advance”) as well as each Additional Advance (defined below), shall be designated “General Obligation Community College and School Bond Anticipation Note, Series 2014” and shall be dated the date of delivery thereof (the “Note”). Subject to the right of prior redemption as provided below, the Note shall mature three years from its date (the “Intended Maturity Date”), except that if the Note is not paid in full on the Intended Maturity Date, and on such date no Event of Default has occurred and is continuing and the
representations and warranties of the County in this Resolution and the Note Purchase and Advance Agreement are deemed made on such date and are true and correct, the Note shall not mature on the Intended Maturity Date and shall mature on May 6, 2018 (the “Extended Maturity Date”) (such period of extension being the “Maturity Extension Period”). Failure to pay the Note in full on the Intended Maturity Date shall not constitute an Event of Default. All amounts outstanding under the Note shall be due and payable upon maturity or such earlier date as provided in the Note Purchase and Advance Agreement. The Note shall bear interest at a variable rate as provided below. Both the principal of and the interest on the Note shall be payable in any coin or currency of the United States of America that at the time of payment is legal tender for the payment of public and private debts.

The County may request the Purchaser to make advances of funds to it to be evidenced by the Note in addition to the Initial Advance. Each additional advance by the Purchaser (each, an “Additional Advance” and the Initial Advance together with the Additional Advances are herein collectively referred to as “Advances”) shall constitute the purchase by the Purchaser of a portion of the principal amount of the notes authorized to be issued by this Resolution. For each request for an Additional Advance, the County shall submit to the Purchaser, at least one Business Day (defined below) prior to the requested date of disbursement, a completed written disbursement request in the form set forth in the Note Purchase and Advance Agreement (an “Advance Request”). Each Advance Request may be delivered as provided in the Note Purchase and Advance Agreement and shall state the amount of the Additional Advance, the requested date of delivery thereof, the bond order pursuant to which bonds are to be issued to repay that advance and such other information as is required by the terms of the Note Purchase and Advance Agreement. Each Advance Request shall be in the form set forth in the Note Purchase and Advance Agreement and be executed by the manual or electronic signature of the County Manager or the Finance Director of the County.
The proceeds of each Additional Advance shall be used by the County to pay or reimburse the County for project costs authorized under the bond order pursuant to which bonds are to be issued to repay that Additional Advance or to pay or reimburse the County for payment of costs incurred by the County in connection with the authorization, sale or issuance of the Note, provided that not more than $29,900,000 in aggregate amount of Note proceeds may be used to pay or to reimburse the County for the payment of project costs that are within the purpose for which the Community College Bonds were authorized and that not more than $130,170,000 in aggregate amount of Note proceeds may be used to pay or to reimburse the County for the payment of project costs that are within the purpose for which the School Bonds were authorized. The County shall not submit Advance Requests to the Purchaser more frequently than monthly. Subject to compliance by the County with the terms and conditions of this Resolution and the Note Purchase and Advance Agreement, the Purchaser shall make an Additional Advance to the County and send a written confirmation thereof (which may be delivered by electronic mail) to the Commission within one Business Day of the receipt by it of an Advance Request, or such later date as may be specified in the Advance Request, all as provided in the Note Purchase and Advance Agreement. Advances shall not exceed $160,070,000 on a cumulative basis, and the principal amount of the Note outstanding at any time shall not exceed $50,000,000. If the principal amount outstanding under the Note is redeemed as provided below, then the outstanding principal amount of the Note shall be reduced by the amount of such principal repayment.

Advances shall be evidenced by the Note. The County hereby authorizes the Purchaser to endorse on the schedule attached to the Note the date and the amount of each Advance made by the Purchaser to the County under the Note Purchase and Advance Agreement and the Note and the date and the amount of each redemption of the Note by the County; provided, however, that any failure by the Purchaser to make an endorsement shall not affect the obligations of the County hereunder or under the Note or the Note Purchase and Advance Agreement in respect of an Advance or any redemption. The County shall pay to
the Purchaser the principal amount of the Note outstanding on the Intended Maturity Date or, if applicable, the Extended Maturity Date.

The Note shall bear, and the County shall pay, interest from the date of the Note on the outstanding principal amount thereof at the Interest Rate (defined below), calculated on the basis of a year of 360 days and the actual days elapsed.

Accrued (and theretofore unpaid) interest on the outstanding principal amount of the Note shall be due and payable (a) in arrears on the fifth Business Day of each calendar month, beginning with the first such day to occur after the date of delivery of the Note, and (b) on the date when the principal of the Note shall be due (whether at maturity or by redemption prior to maturity), but only to the extent accrued. Each date for the payment of interest is herein called an “Interest Payment Date.”

As used herein, the following terms shall have the following meanings:

“Advance Termination Date” has the meaning assigned to such term in the Note Purchase and Advance Agreement.

“Authorized Denomination” means the outstanding principal amount of the Note.

“Base Rate” means, for any date of determination, a fluctuating rate of interest per annum equal to the highest of (a) the Fed Funds Rate plus 2.00%, (b) the Prime Rate plus 1.00%, or (c) 7.00%.

“Business Day” means a day on which Wells Fargo, at its corporate offices in Charlotte, North Carolina, is not required or authorized by law to remain closed.

“Calculation Agent” means Wells Fargo and, if Wells Fargo declines to act as Calculation Agent, any other person or entity appointed by the County, with the consent of the Purchaser, given in its sole discretion, to act as Calculation Agent.

“Computation Date” means the second London Business Day preceding each LIBOR Index Reset Date.
“Default Rate” means a per annum rate of interest equal to the Prime Rate plus three percent (3.00%) for the period ending on the Intended Maturity Date and during the Maturity Extension Period means a per annum rate of interest equal to the Base Rate plus three percent (3.00%).

“Event of Default” has the meaning assigned to such term in the Note Purchase and Advance Agreement.

“Federal Funds Rate” means for any day, a fluctuating interest rate per annum equal to the weighted average of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers, as published for such day (or, if such day is not a Business Day, for the next preceding Business Day) by the Federal Reserve Bank of New York, or, if such rate is not published for any day which is a Business Day, the average of the quotations for such day on such transactions received by Wells Fargo from three Federal funds brokers of recognized standing selected by it.

“Index Rate” means a per annum rate of interest established on the delivery date of the Note and on each LIBOR Index Reset Date equal to the sum of (a) the product of (i) the LIBOR Index multiplied by (ii) 0.70 plus (b) thirty-five basis points (0.35%). The Index Rate shall be rounded up to the fifth place past the decimal.

“Interest Rate” means (a) with respect to each Interest Rate Period, a per annum rate of interest equal to the Index Rate and (b) during the Maturity Extension Period, a per annum rate of interest equal to the Base Rate; provided, however, upon the occurrence and during the continuation of an Event of Default, the Interest Rate shall be a per annum rate of interest equal to the Default Rate; and provided further that the Interest Rate shall not exceed 18% per annum.

“Interest Rate Period” means the period commencing on the delivery date of the Note and ending on the first LIBOR Index Reset Date, and thereafter commencing on each LIBOR Index Reset Date and ending on the next succeeding LIBOR Index Reset Date.
“LIBOR Index” means the rate per annum determined on the basis of the rate of deposits in United States dollars of amounts equal to or comparable to the sum of the outstanding principal amount of the Note, offered for a term of one month, which rate appears on the display designated as Reuters Screen LIBOR01 Page (or any successor page), determined as of approximately 11:00 a.m., London time, on each Computation Date for effect on the next succeeding LIBOR Index Reset Date or if such rate is not available, another rate reasonably determined by the Calculation Agent.

“LIBOR Index Reset Date” means the fifth Business Day of each calendar month commencing July 1, 2014.


“Prime Rate” means on any day, the rate of interest per annum then most recently established by the Wells Fargo as its “prime rate.” Any such rate is a general reference rate of interest, may not be related to any other rate, and may not be the lowest or best rate actually charged by the Wells Fargo to any customer or a favored rate and may not correspond with future increases or decreases in interest rates charged by other lenders or market rates in general, and that the Wells Fargo may make various business or other loans at rates of interest having no relationship to such rate. The Prime Rate shall change without notice with each change in such prime rate as of the date such change is reported.

Capitalized terms used herein and not defined shall have the meaning assigned in the Note Purchase and Advance Agreement.

The Calculation Agent shall determine the Index Rate on each Calculation Date and upon such determination shall provide notice thereof by electronic mail to the Purchaser and the County by electronic mail. Such notice to the County shall be directed to the Finance Director of the County and the Cash and Debt Manager of the County. The Purchaser shall also notify the County not later than the Business Day before each Interest Payment Date of the amount due on such Interest Payment Date, such
notice to be given in writing by first-class mail, postage prepaid, and addressed to the Finance Director of the County, and by electronic mail addressed to the Finance Director of the County and the Cash and Debt Manager of the County.

The principal of the Note shall be payable to the Purchaser as the registered owner of the Note on the registration books of the County provided for below upon the presentation and surrender thereof at the office of the Finance Director of the County (the “Note Registrar”) as the same shall become due and payable on the Intended Maturity Date or, if applicable, the Extended Maturity Date, or any prior redemption date, and the interest on the Note shall be payable to the Purchaser as the registered owner of the Note as the same shall become due and payable on the respective Interest Payment Dates as provided above; provided, however, if less than all of the outstanding principal amount of the Note shall be called for redemption or if the redemption occurs prior to the Advance Termination Date, the Purchaser may, in lieu of presentation and surrender of the Note at the office of the Note Registrar, deliver to the Note Registrar by electronic mail a copy of the schedule to the Note setting forth the principal amount redeemed and the outstanding principal amount of the Note following such redemption.

Unless otherwise instructed by the Purchaser, the County shall pay the principal of and the interest on the Note as they become due and payable by 5:00 P.M. Eastern Time on the respective payment dates, by wire transfer to the Purchaser, in accordance with wire transfer instructions to be provided to the County by the Purchaser.

Section 3. The County may, at its option, with any available funds, redeem the Note in whole or in part on any Interest Payment Date, at a redemption price equal to one hundred percent (100%) of the outstanding principal of the Note to be redeemed, plus accrued interest thereon to the date of such redemption, upon not less than three (3) days prior written notice of such redemption to the Purchaser by electronic mail, confirmed by first-class mail, postage prepaid. Any notice of redemption may state that the redemption to be effected is conditioned on receipt by the Note Registrar on or before the redemption
date of moneys sufficient to pay the redemption price of and interest on the portion of the Note to be redeemed. If the notice contains such a condition and moneys sufficient to pay the redemption price of and interest on the portion of the Note are not received by the Note Registrar on or before the redemption date, the redemption shall not be made and the Note Registrar will within one Business Day following the redemption date give notice, in the manner in which the notice of redemption was given, that sufficient moneys were not so received and the redemption will not take place. If less than all the outstanding principal amount of the Note shall be called for redemption or if the redemption occurs prior to the Advance Termination Date, the Purchaser shall endorse the schedule attached to the Note setting forth the principal amount outstanding subsequent to the redemption.

Section 4. The Note shall bear the manual signatures of the Chairman of the Board of Commissioners and the Clerk to the Board of Commissioners and the corporate seal of the County shall be impressed on the Note.

The certificate of the Commission to be endorsed on the Note shall bear the manual or facsimile signature of the Secretary of the Commission and the certificate of authentication of the Note Registrar to be endorsed on the Note shall be executed as provided hereinafter.

In case any officer of the County or the Commission whose manual or facsimile signature shall appear on the Note shall cease to be such officer before the delivery of the Note, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if he had remained in office until such delivery, and the Note may bear the manual or facsimile signatures of such persons as at the actual time of the execution of the Note shall be the proper officers to sign the Note although at the date of the Note such persons may not have been such officers.

The Note shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under this Resolution until it shall have been authenticated by the execution by the Note Registrar of the certificate of authentication endorsed thereon.
The Note and the endorsements thereon shall be in substantially the following form:

ATTENTION:
NO OFFERING CIRCULAR OR MEMORANDUM, OFFICIAL STATEMENT OR OTHER DISCLOSURE DOCUMENT HAS BEEN PREPARED OR PROVIDED BY THE ISSUER IN CONNECTION WITH THE OFFERING AND SALE OF THIS NOTE. THIS NOTE MAY ONLY BE IN AN AUTHORIZED DENOMINATION AND MAY NOT BE TRANSFERRED OTHER THAN TO (A) AN AFFILIATE OF THE PURCHASER WHO IS A “QUALIFIED INSTITUTIONAL BUYER” AS DEFINED IN RULE 144A PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, (B) A TRUST OR CUSTODIAL ARRANGEMENT ESTABLISHED BY THE PURCHASER OR ONE OF ITS AFFILIATES, THE OWNERS OF THE BENEFICIAL INTERESTS IN WHICH ARE LIMITED TO QUALIFIED INSTITUTIONAL BUYERS, OR (C) TO A PERSON THAT IS A QUALIFIED INSTITUTIONAL BUYER THAT IS A COMMERCIAL BANK HAVING A COMBINED CAPITAL AND SURPLUS, DETERMINED AS OF THE DATE OF ANY TRANSFER PURSUANT TO THIS SECTION, OF $5,000,000,000 OR MORE THAT HAS EXECUTED AND DELIVERED TO THE COUNTY AN INVESTOR LETTER IN THE FORM OF EXHIBIT A TO THE NOTE PURCHASE AND ADVANCE AGREEMENT REFERENCED IN THE RESOLUTION, REFERENCED BELOW. IN NO EVENT SHALL THIS NOTE BE TRANSFERRED TO ANY PERSON OR ENTITY WHO HOLDS THE NOTE FOR THE BENEFIT OF A PERSON OR ENTITY THAT IS NOT A QUALIFIED INSTITUTIONAL BUYER OR AS PART OF A POOL OF ASSETS IN WHICH PERSONS THAT ARE NOT QUALIFIED INSTITUTIONAL BUYERS MAY INVEST, SUCH AS A MUTUAL FUND OR RETIREMENT PLAN.

No. R-1

United States of America

State of North Carolina

COUNTY OF GUILFORD

GENERAL OBLIGATION COMMUNITY COLLEGE AND SCHOOL BOND

ANTICIPATION NOTE, SERIES 2014

CUSIP NO. __________

Capitalized terms used herein and not defined shall have the meaning assigned in the Resolution, which is defined below.

The County of Guilford, in the State of North Carolina (the “County”), is justly indebted and for value received hereby promises to pay to [Wells Fargo Bank, National Association/ name of wholly owned subsidiary of Wells Fargo] or legal representative, upon the presentation and surrender hereof, at the office of the Finance Director of the County (the “Note Registrar”), the principal sum of $160,070,000
or so much thereof as may be disbursed and remain outstanding on Intended Maturity Date or, if applicable, the Extended Maturity Date or the date of any redemption of this note with interest thereon from the date hereof until paid in full at the Interest Rate, as provided in the Resolution. The principal amount of this note from time to time equals the aggregate amount of the Advances minus the aggregate of the principal amounts of the Note previously redeemed, all as provided in the Resolution. The Initial Advance has been endorsed on the schedule attached hereto and each Additional Advance and the amount of each redemption of this note may be endorsed by the Purchaser on the schedule attached hereto and by this reference incorporated herein (provided, however, that any failure by the Purchaser to make any such endorsement shall not affect the obligations of the County hereunder). Accrued interest on the principal balance hereof from time to time outstanding shall be due and payable (a) in arrears on the fifth Business Day of each calendar month, beginning with the first such day to occur after the date of delivery of this note and (b) on the date when the principal of this note shall be due (whether at maturity or by redemption prior to maturity), but only to the extent accrued. All principal hereunder shall be due and payable on the Intended Maturity Date or, if applicable, the Extended Maturity Date or the date of any redemption hereof, or such earlier date as provided in the Resolution.

Both the principal of and the interest on this note shall be paid in any coin or currency of the United States of America that is legal tender for the payment of public and private debts on the respective dates of payment thereof. For the prompt payment hereof, principal and interest as the same shall become due, the faith and credit of the County are hereby irrevocably pledged.

This note is given for money borrowed in anticipation of the receipt of the proceeds of the sale of Community College Bonds and School Bonds duly authorized by orders adopted by the Board of Commissioners for the County on February 21, 2008 and approved by the vote of a majority of the qualified voters of the County who voted thereon at a referendum duly called and held on May 6, 2008, as provided in the Resolution. This note is issued pursuant to and in full compliance with The Local
Government Bond Act, as amended, Article 9, as amended, of Chapter 159 of the General Statutes of North Carolina and a resolution duly passed by said Board on May 22, 2014 (the “Resolution”).

This note is registered as to principal and interest in the name of the Purchaser. The Note Registrar shall keep at his office the books of the County for the registration of this note and the payment of the principal of and interest on this note as provided in the Resolution.

This note is subject to redemption as provided in the Resolution.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of North Carolina to happen, exist and be performed precedent to and in the issuance of this note have happened, exist and have been performed in regular and due form and time as so required and that the total indebtedness of the County, including this note, does not exceed any constitutional or statutory limitation thereon.

This note shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Resolution until this note shall have been authenticated by the execution by the Note Registrar of the certificate of authentication endorsed hereon.

IN WITNESS WHEREOF, the County, by resolution duly passed by its Board of Commissioners, has caused this note to be manually signed by the Chairman of said Board and the Clerk to said Board and its corporate seal to be impressed hereon, all as of the _____ day of ___________ 2014.

_________________________________________
Chairman of the Board of Commissioners

_________________________________________
Clerk to the Board of Commissioners

CERTIFICATE OF LOCAL GOVERNMENT COMMISSION
The issuance of the within note has been approved under the provisions of The Local Government Bond Act of North Carolina.

_________________________________________
Secretary, Local Government Commission
CERTIFICATE OF AUTHENTICATION

This note is issued under the provisions of the within-mentioned Resolution.

Finance Director of the County of Guilford, North Carolina,
as Note Registrar

By: ____________________________
Authorized Signatory

Date of authentication: ______________

SCHEDULE

| DATE | AMOUNT OF INITIAL ADVANCE, ADDITIONAL ADVANCE OR REDEMPTION |

Section 5. The transfer of any Note may be registered only upon the registration books of the County upon the surrender thereof to the Note Registrar together with an assignment duly executed by the registered owner or his attorney or legal representative in such form as shall be satisfactory to the Note Registrar. Upon any registration of transfer, the Note Registrar shall deliver in exchange for the Note a new Note, registered in the name of the transferee in the principal amount equal to the then-outstanding principal amount of the Note. Notwithstanding the foregoing, the Note may only be transferred in Authorized Denominations to (i) an affiliate of the Purchaser that is a qualified institutional buyer as defined in Rule 144A promulgated under the Securities Act of 1933, as amended (the “1933 Act”), (ii) a trust or custodial arrangement established by the Purchaser or one of its affiliates, the owners of the beneficial interests in which are limited to qualified institutional buyers, or (iii) to a Person that is a qualified institutional buyer that is a commercial bank having a combined capital and surplus, determined as of the date of any transfer pursuant to this Section, of $5,000,000,000 or more that executes and delivers to the County an Investor Letter in the form of Exhibit A to the Note Purchase and Advance Agreement. In no event shall the Note be transferred to any person or entity who holds the Note for the benefit of a person or entity that is not a qualified institutional buyer or as part of a pool of assets in which persons that are not qualified institutional buyers may invest, such as a mutual fund or retirement plan.
In all cases in which the transfer of the Note shall be registered hereunder, the Note Registrar shall authenticate and deliver at the earliest practicable time a Note in accordance with the provisions of this Resolution. The Note surrendered in any such exchange or registration of transfer shall forthwith be cancelled by the Note Registrar. The County or the Note Registrar may make a charge for shipping and out-of-pocket costs for every such registration of transfer of the Note sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to an exchange or registration of transfer.

The person or entity in whose name the Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of and the interest on the Note shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Note and interest thereon, to the extent of the sum or sums so paid.

The County shall appoint such registrars, paying agents or other agents as may be necessary for the registration of the Note and the timely payment of principal and interest with respect to the Note. The Finance Director of the County is hereby appointed the registrar and paying agent for the Note (collectively, the “Note Registrar”), subject to the right of the Board of Commissioners to appoint another Note Registrar, and as such shall keep at his office the books of the County for the registration and payment of the Note as provided in this Resolution.

Section 6. The County covenants that, to the extent permitted by the Constitution and laws of the State of North Carolina, it will comply with the requirements of the Internal Revenue Code of 1986, as amended, relating to the issuance of the Note, except to the extent that the County obtains an opinion of bond counsel to the effect that noncompliance would not result in interest on the Note being includable in the gross income of its owner for purposes of federal income taxation.

Section 7. The Commission is hereby requested to sell the Note at private sale without advertisement to the Purchaser, subject to the approval of the Finance Director of the County in
accordance with the Note Purchase and Advance Agreement. The Note Purchase and Advance Agreement is hereby approved and the Finance Director of the County is hereby authorized to execute and deliver the Note Purchase and Advance Agreement in substantially such form and with such changes, additions and omissions as may be approved by the Finance Director of the County, such approval to be conclusively evidenced by such execution.

Section 8. The County Manager, the Finance Director or the County Attorney of the County or their designees are hereby authorized and directed to take such other actions and to execute and deliver such documents, certificates, undertakings, agreements or other instruments as may be necessary or appropriate to effectuate the issuance of the Note; and all actions heretofore taken by any of such officers or any other officer of the County relating to this matter on behalf of the County are hereby approved, ratified and confirmed. Such persons are expressly authorized to execute any documentation that may be reasonably required by the Purchaser as the purchaser of the Note.

Section 9. The officers, agents and employees of the County are hereby authorized and directed to do all other acts and things required of them by the provisions of the Note, this Resolution and the Note Purchase and Advance Agreement for the full, punctual and complete performance of the terms, covenants, provisions and agreements therein and herein. Those persons are expressly authorized to execute any documentation that may be reasonably required by the Purchaser as the purchaser of the Note.

Section 10. This Resolution is passed with the intent that the laws of the State of North Carolina shall govern its construction.

Section 11. This Resolution shall take effect upon its passage.

Upon motion of Commissioner ______________________, seconded by Commissioner ______________________, the foregoing resolution entitled: “RESOLUTION PROVIDING FOR THE ISSUANCE OF NOT EXCEEDING $160,070,000 GENERAL OBLIGATION COMMUNITY
COLLEGE AND SCHOOL BOND ANTICIPATION NOTES, SERIES 2014” was passed by the following vote:

Ayes: Commissioners _____________________________________________________
______________________________________________________

Noes: _________________________________________________________________.

*   *   *   *   *

I, Robin Keller, Clerk to the Board of Commissioners for the County of Guilford, North Carolina, DO HEREBY CERTIFY that the foregoing is a true copy of so much of the proceedings of said Board at a regular meeting held on May 22, 2014 as relates in any way to the matters described therein and that said proceedings are recorded in Minute Book No. _____ of the minutes of said Board, beginning on page _____ and ending on page ____.

I HEREBY FURTHER CERTIFY that notice of said meeting was duly given in accordance with G.S. § 143-318.12.

WITNESS my hand and the corporate seal of said County, this _____ day of May 2014.

________________________________
Clerk to the Board of Commissioners

B. 1) Approve the request to transfer $1,750,000 in 2008 bond proceeds from Southwest High School to establish a project ordinance for the Academy at High Point Central; and 2) Approve the purchase price of $1,750,000 for the purchase of the buildings and 3.87 acres located at 605 and 614 Barbee Avenue in High Point, NC. NO ADDITIONAL COUNTY FUNDS REQUIRED.

Commissioner Phillips expressed concerns regarding the costs associated with the project and asked how much it would cost to renovate the facility.

Julius Monk, Executive Director of Facilities-Guilford County Schools, explained that it would cost approximately $4.6 million dollars to complete the renovations.

Commissioner Phillips stated that the project would require about $6.4 million dollars to complete-after factoring in the cost of the property.

Angie Henry, Chief Financial Officer-Guilford County Schools, shared that the School Board would like to utilize savings from other initiatives to complete the Academy at High Point Central project.
Commissioner Phillips expressed concerns regarding the proposal and shared that he could not support the School Board’s request.

Commissioner Coleman asked if the purchase of the former catholic school would help to alleviate overcrowding found at High Point Central- as she was aware of concerns regarding the utility of the current cafeteria.

Henry shared that the School Board had not made any final decisions regarding how to utilize the remaining unspent savings from past construction and renovation projects.

Commissioner Coleman questioned why the School Board was prioritizing the purchase of the property over maintenance issues- including HVAC and roofing projects which the School Board asked Commissioners to address.

Henry explained that the former catholic school property recently and unexpectedly came onto the market which created an opportunity for the Academy at Central to acquire its own campus.

Commissioner Coleman asked regarding the School Board’s project priority list.

Monk commented that the School Board updates its priority list as projects are completed.

Commissioner Coleman inquired how many students currently attend both schools and what was the capacity of each.

Monk shared that the Academy currently had 135 students enrolled with a total capacity of 140-while High Point Central had a capacity of 1,385 with 1,390 students currently enrolled.

Commissioner Coleman stated that there did not seem to be a sense of urgency regarding the project.

Monk replied that School Board staff was working to accommodate future growth at Central.

Vice Chairman Henning spoke in support of the motion.

Commissioner Branson urged the School Board to address ongoing maintenance issues at schools across the County and expressed concerns with the proposal.

Trapp expressed concerns regarding the project as it would be circumventing the established priority list.

Motion was made by Commissioner Carolyn Q. Coleman, and seconded by Vice Chairman Hank Henning to approve the request to transfer $1,750,000 in 2008 bond proceeds from Southwest High School to establish a project ordinance for the Academy at High Point Central and approve the purchase price of $1,750,000 for the purchase of the buildings and 3.87 acres located at 605 and 614 Barbee Avenue in High Point, NC.
VOTE: Motion failed 3 – 3.
AYES: Commissioners C. Coleman, B. Bencini, H. Henning.
NOES: Commissioners J. Phillips, A. Branson, R. Trapp.
ABSENT: Commissioners B. Davis, K. Cashion, L. Shaw.

C. New Business from County Commissioners

No new business was offered by the County Commissioners.

XI. APPOINTMENTS AND REAPPOINTMENTS TO VARIOUS BOARDS AND COMMISSIONS

Commissioner Coleman recommended the appointment of William Genter to the Planning Board.

Motion was made by Commissioner Coleman Q. Coleman, and seconded by Vice Chairman Hank Henning to approve the appointment.

VOTE: Motion carried 6 – 0.
NOES: None.
ABSENT: Commissioners B. Davis, K. Cashion, L. Shaw.

XII. COMMENTS FROM COMMISSIONERS

Commissioner Trapp thanked Merle Green, Public Health Director, and Scott Greene for participating in the Randleman Road and Business Association Walk. Trapp encouraged Commissioners to review the conditions found at the Heritage House. Trapp stated that it was a Guilford County issue.

Commissioner Branson wished his daughter a Happy 16th Birthday and thanked the Manager and his staff for their efforts in developing the proposed budget. Branson commended teachers, teacher assistants, and bus drivers who serve the County and support students. Branson expressed concerns regarding the conditions found at some schools and the School Board’s decision to give themselves raises.

Commissioner Coleman left the meeting at 9:06 PM.

Chairman Bencini asked Mr. Payne regarding the Guilford-Alamance County Line issue.

Payne reported that he had prepared a draft letter and provided a copy to each of the Commissioners. Payne stated that upon the Board’s approval that County staff would send the letter and draft legislation to members of the North Carolina General Assembly.

It was the consent of the Board to allow Payne to move forward with his proposal.

Vice Chairman Henning thanked County staff for their work.
Commissioner Phillips commented that he was impressed with the Manager’s recommended budget and commended County staff for their efforts. Phillips thanked Joe Killian, of the News and Record, who was covering his last Commissioners’ meeting. Phillips then welcomed Kelly Poe who was replacing Killian.

XIII. COMMENTS FROM COUNTY MANAGER

Lawing reminded the Board of their upcoming budget work session which was scheduled for Thursday, May 29th at 3:00 PM in the 3rd Floor Conference Room in the BB&T Building.

XIV. SPEAKERS FROM THE FLOOR

Keesha Pluim - President of the Booster Club of the Academy at Central, asked the Board to reconsider allowing the School Board to transfer savings to purchase the former catholic school property so the Academy could improve their facilities. Pluim noted that the Academy was the only school in the County which did not have its own media center.

Wiley Cousins - Hope Valley Lane, Greensboro, Guilford County employee, – shared that he appreciated the opportunity to address the Board and thanked them for their service. Cousins expressed concerns regarding employee morale and thanked Manager Lawing for his efforts to address the issue.

XV. ADJOURN

Motion was made by Commissioner Alan Branson, and seconded by Commissioner Ray Trapp to adjourn the meeting at 9:17 PM.

VOTE: Motion carried 5 – 0.
NOES: None.

_____________________________
Chairman

_____________________________
Deputy Clerk