MEETING OF OCTOBER 18, 2012
COMMISSIONERS’ MEETING ROOM
SECOND FLOOR, OLD COUNTY COURTHOUSE
GREENSBORO, NORTH CAROLINA
5:30 P.M.

I. INVOCATION

II. PLEDGE OF ALLEGIANCE

III. WELCOME AND CALL TO ORDER – Chairman Melvin “Skip” Alston

IV. PRESENT PROCLAMATION FOR BREAST CANCER AWARENESS MONTH (Vice Chairman Perkins)

V. PRESENT RESOLUTION IN HONOR OF FORMER EMERGENCY SERVICES DIRECTOR CHARLIE PORTER (Commissioner Shaw)

VI. PRESENT RESOLUTION IN HONOR OF FORMER STATE SENATOR AND COUNTY COMMISSIONER ROBERT “BOB” SHAW (Chairman Alston)

VII. SPEAKERS FROM THE FLOOR (Each speaker will be allowed three minutes to address the Board. Speakers from the Floor will last for a maximum of 30 minutes.)

VIII. CONSENT AGENDA

 A. BUDGET AMENDMENTS

 1. Approve receipt of Additional 2012 HIDTA (High Intensity Drug Trafficking Area) Grant funds in the amount of $52,500 (total award now equals $153,885) and increase the FY 2012 2013 Law Enforcement budget by $52,500 to reflect the appropriation of the 2012 HIDTA (High Intensity Drug Trafficking Area) Grant. These grant funds will be used for overtime, training, travel, communications for the Task force (phones/gps) and technical investigative equipment. All HIDTA Grant funds are for the sole purpose of reducing drug trafficking and production in North Carolina. NO LOCAL MATCH IS REQUIRED. NO ADDITIONAL COUNTY FUNDS REQUIRED. (Sheriff Barnes)

 2. Approve increase to the FY 2012-13 Transportation Budget in the amount of $58,462 to reflect the receipt NCDOT grant funds and approve the purchase of seven (7) 2012
Ford E 350 Transportation Vans from NC State Contract 66371.10/11-12 and 66371.04/11-182 for Guilford County Transportation in the amount of $332,962 to be paid with State, Federal and Local funds. The seven vans will be equipped as follows: 20' Light Transit Vehicles (LTV) with two wheelchair stations and eight forward facing passenger seats. The Transit Vans are $47,566 each for a total cost: $332,962. NO ADDITIONAL COUNTY FUNDS REQUIRED. (Myra Thompson)

B. CONTRACTS

1. Approve renewal of maintenance with NWN Corporation for Cisco hardware devices from State Contract #: 204L in the amount not to exceed $135,000 for the term November 1, 2012 - October 31, 2013 and for subsequent 2 years during which the cost will not exceed by more than 10% each year, representing a total 3 year expenditure of $446,850. Guilford County's core network infrastructure, which includes wireless, data and voice communication is provided by these devices. NO ADDITIONAL COUNTY FUNDS REQUIRED IN CURRENT FISCAL YEAR as the first year of maintenance expense was budgeted in the FY 2012-13 budget. Funds for additional years of the contract are subject to appropriation in future fiscal years. (Barbara Weaver)

2. Approve purchase of Microsoft core licenses from SHI from State Contract #: 208H in an annual amount not to exceed $249,000 per year for next 3 years for a total cost of $747,000. Core licenses will include: Client Access licenses for all county staff to access data on all Windows servers, and Server licenses for all production and development servers. NO ADDITIONAL COUNTY FUNDS REQUIRED FOR THE CURRENT FISCAL YEAR as the first year of contract expense was budgeted in the FY 2012-13 budget. Funds for additional years of the contract are subject to appropriation in future fiscal years. (Barbara Weaver)

3. Approve Sole Source Price Only Contract with Physio Control, Inc. of 11811 Willows Road NE, Redmond, Washington for the purchase of 40 External Cardiac Compression Devices known as LUCAS(tm)) and accessories for use on Guilford County EMS ambulances. Additionally, approve the trade-in of 32 existing obsolete devices (Michigan Instruments (Thumper(tm)) for $2,000 each or $64,000 total. Contract amount is $537,228 minus the trade-in of $64,000 for a total contract award of $473,228. Physio Control is the Sole Source supplier for the devices, accessories and maintenance of the 40 LUCAS devices. The first year of the warranty on the 40 LUCAS devices will be at no charge to the County. The 2nd year contract period for maintenance will begin on November 15, 2013 and end on November 14, 2017 in the amount of $171,976 with the option to renew for additional one year terms thereafter. NO ADDITIONAL COUNTY FUNDS. (Alan Perdue)

C. MISCELLANEOUS

1. Accept Capital Investment Plan (CIP) project updates for FY 2013-2022. The revised plan does not include any "new projects" as of the last Board of Commissioners meeting date of 10/4/12. It does provide updated "cash flow" estimates as well as project implementation schedules for the next ten year planning period (See attached documents). For future CIP planning documents updates will be brought forward annually, with full document presentations offered when "new projects" are added for board approval. (Michael Halford)
2. Approve the Tax Department’s Rebate and Release reports. (Ben Chavis)

3. Approve the Tax Department’s Beverage Licenses and Collection Reports. (Ben Chavis)

IX. PUBLIC HEARINGS

A. Hold Public Hearing on the North Carolina Department of Transportation's 2011-12 Secondary Road Construction Program for Guilford County. (Mike Mills, NCDOT)

B. Hold Public Hearing to consider revisions to Section 5-12 "Dangerous or Vicious Animal Restricted" which will allow the panel that hears the appeal more flexibility in the requirements for an enclosure. Presently the enclosure required is very specific and expensive and may not be warranted for all animals deemed dangerous or vicious. The ordinance revision would allow the panel to fit the enclosure to the needs of the animal. The ordinance revision would also allow the panel to deem some animals to be euthanized immediately due to the aggressive, severe attack. (Scott Greene/Mark Payne)

X. UNFINISHED BUSINESS

XI. NEW BUSINESS

A. Approve revisions to Personnel Regulation 35 (Social Media) regarding personal use of Social Media for Guilford County Employees. Key changes include: (a) ensuring that Guilford County operations, client, employee, or customer information, confidential or proprietary information, any personally identifiable information regulated by HIPAA, and the county logo or branded images are prohibited from being shared through personal social media accounts; (b) ensuring that employee’s social media accounts, if linked to Guilford County in any way, make it clear that the views expressed by them are their own and do not represent the views of Guilford County; (c) distinguishes the difference between personal use and County use of social media accounts and allows limited personal use of social media during the workday as long as it does not interfere with employee performance and productivity; (d) allows departments to enact specific social media policies to match their departmental mission and requirements to ensure efficient, effective, and responsive operations. (Sharisse Fuller/Don Campbell)

B. Approve the following revisions for health and dental rates for 2013:
   (1) Attached rate schedule for employees and retirees.
   (2) Stop loss premium change from $16.33 to $19.37 per person per month.
   (3) Flexible Spending plan document amendment to decrease the maximum medical contribution from $5,000 to $2,500, per federal law change.
   NO ADDITIONAL COUNTY FUNDS. (Sharisse Fuller/UHC Representative)

C. New Business from County Commissioners.

XII. COMMENTS FROM COUNTY COMMISSIONERS
XIII. COMMENTS FROM COUNTY MANAGER

XIV. SPEAKERS FROM THE FLOOR (Each speaker will be allowed three minutes to address the Board. Speakers from the Floor will last for a maximum of 30 minutes.)

XV. CLOSED SESSION TO CONSULT WITH THE ATTORNEY, DISCUSS PROPERTY ACQUISITION, AND DISCUSS MATTERS RELATING TO THE LOCATION OR EXPANSION OF BUSINESS OR INDUSTRY

XVI. ADJOURN

NEXT REGULAR MEETING:
NOVEMBER 1, 2012
COMMISSIONERS’ MEETING ROOM
OLD COURTHOUSE
GREENSBORO, NORTH CAROLINA

PARKING: CITIZENS ATTENDING PUBLIC MEETINGS IN THE GOVERNMENTAL COMPLEX AFTER 5:00 P.M. ARE PROVIDED FREE PARKING IN THE PUBLIC LOT LOCATED AT WASHINGTON AND EUGENE STREETS, GOVERNMENTAL CENTER, GREENSBORO, NC
Whereas, breast cancer is the second leading cancer type, exceeded only by skin cancer among most women in the United States; and

Whereas, the National Cancer Institute estimates that, in the United States in 2012, 229,060 new breast cancer cases will be diagnosed. It is estimated that a total of 39,920 will die from the disease; and

Whereas, the NC State Center for Health Statistics estimates that, in 2012 in Guilford County, 457 women will be diagnosed with breast cancer and 71 women will die from the disease.

Whereas, the NC Division of Public Health reports that women in North Carolina have a one-in-eight lifetime risk of developing breast cancer.

Whereas, every woman is at risk for breast cancer even if she has no family history of the disease, and women over the age of 50 are at greatest risk for developing breast cancer; and

Whereas, every woman can reduce her risk of cancer and other chronic illnesses by making deliberate changes to improve and protect her health; and

Whereas, a mammogram is the best method to detect breast cancer early when it is easiest to treat and before physical symptoms can be seen or felt; and

Whereas, October is designated as National Breast Cancer Awareness Month; and

Whereas, community organizations, churches, synagogues, and other places of worship and work sites can play a special role in educating their members or employees about breast cancer.

Now, therefore, be it resolved that Guilford County Board of County Commissioners does hereby proclaim the month of October 2012 as

NATIONAL BREAST CANCER AWARENESS MONTH

The Board encourages women to consult with their health care providers about regular screening and to promote early detection of breast cancer by having regular clinical breast examinations, getting regular mammograms, and practicing monthly breast self-examination. The Board also encourages women to make daily choices that can lead to a healthier lifestyle.

IN WITNESS WHEREOF, I hereunto set my hand to this proclamation this 18th day of October

______________________________
Melvin “Skip” Alston, Chair
Guilford County Board of Commissioners
RESOLUTION OF APPRECIATION FOR THE SERVICE
AND CAREER OF CHARLES W. PORTER

WHEREAS, Charles W. (“Charlie”) Porter retired as Guilford County Director of Emergency Services in 2003, following a highly successful 48-year career in public safety; and

WHEREAS, on May 15, 1970, Charlie began his service with the Guilford County Fire Marshal’s Office; and

WHEREAS, for fifteen years prior to that time, Charlie served with fire departments in Virginia and the District of Columbia; and

WHEREAS, in 1980 following a merger of the Fire Marshal’s Office and the Emergency Transportation Service, Charlie was selected as the first Director of Emergency Services in Guilford County; and

WHEREAS, when Charlie arrived in Guilford County, 40 percent of Guilford County did not have fire protection; and

WHEREAS, due largely to the efforts of Charlie and the outstanding team which he assembled and managed, the citizens of unincorporated Guilford County receive quality fire protection, and Guilford County established one of the first county fire prevention codes in the State of North Carolina, developed and enhanced the 9-1-1 Center, established and operated its own paramedic training program, and received recognition as one of only 135 accredited ambulance services in the United States; and

WHEREAS, the Department of Emergency Services has grown from essentially a small ambulance service and fire marshal’s office to an emergency service agency which provides quality emergency services; and

WHEREAS, Guilford County is a better and safer place due to Charlie’s outstanding efforts;

NOW, THEREFORE, BE IT RESOLVED by the Guilford County Board of Commissioners, that it hereby expresses its appreciation and admiration for the outstanding career of Charlie Porter.

PRESENTED 18th day of October, 2012.

Melvin “Skip” Alston, Chairman
Guilford County Board of Commissioners
Resolution Honoring the 
Life and Memory of Robert G. “Bob” Shaw

WHEREAS, the Board seeks to honor the life and memory of Robert G. “Bob” Shaw, as a result of his passing on April 7, 2012, and in appreciation of: his full and active life as a public servant; service as a fellow Guilford County Commissioner; and most importantly, his role as a trusted advisor and friend, through the issuance of this resolution; and

WHEREAS, Bob Shaw was born on November 22, 1924, in Erwin, North Carolina; and

WHEREAS, Bob Shaw attended Campbell College and the University of North Carolina, before serving in the United States Army Air Corps from 1943 to 1946; and

WHEREAS, Bob Shaw, in the elite group of those who serve as this country’s economic backbone, the “small business owner”, showed his commitment to the citizens and community of Guilford County as owner and operator of the Friendly Road Inn Seafood Restaurant (the “Fish House”) for over 56 years; and

WHEREAS, Bob began his road to representation and political activism by responding to the call for service as a member of the Guilford County Board of Commissioners from 1969 to 1976, during which time he served as chairman and vice-chairman; and

WHEREAS, during this period, Commissioner Shaw also served as: chair of the North Carolina Council on Community and Economic Development; Chair of the North Carolina Republican Party; and member of the Natural and Economic Resources Board; and

WHEREAS, Bob Shaw went on to be elected to the North Carolina State Senate in 1984 serving for nine terms, a total of 18 years; and

WHEREAS, During his tenure in the General Assembly, Senator Bob Shaw served most notability as Minority Leader of the Senate; made contributions as vice-chair of several committees, including: Banks and Thrift Institutions, Finance, Redistricting, and further serving as a member of numerous other committees, including: Agriculture/Marine Resources and Wildlife, Commerce, Insurance and Consumer Protections, Transportation and Pensions & Retirement and the committee on Aging; and

WHEREAS, in 1990 Bob Shaw was awarded the prestigious “Order of the Long Leaf Pine”, in recognition of his extraordinary service to the State of North Carolina, and during that same year, received the Legislator of the Year Award from the North Carolina Wildlife Federation; and

WHEREAS, all throughout his professional endeavors, Bob Shaw remained an avid sportsman, enjoying times fishing on his boat at Holden Beach, and spending time with his family; and

WHEREAS, Robert G. “Bob” Shaw passed away at his home, surrounded by family, at the age of 87 on Saturday, April 7, 2012; and

WHEREAS, Bob Shaw is survived by his devoted wife, Linda Owens Shaw; daughters Barbara Shaw Twining and Ann K. Shaw; step-daughter Joni Chilton Moffit; stepson Kyle Chilton; six grandsons (one deceased) and two step-grandsons; and

WHEREAS, Bob Shaw’s years of political activism and his diligent commitment to the growth, development and well-being of our community, both at the local and state levels, has resulted in a full life, brimming with significant accomplishments, and his legacy will continue to be long reaching for many years to come.

NOW, THEREFORE, BE IT RESOLVED by the Guilford County Board of Commissioners that it hereby expresses its appreciation and admiration for the life of Robert G. “Bob” Shaw, and extends its sincere condolences to his family and friends.

ADOPTED this the _____ day of October, 2012

The Honorable Melvin “Skip” Alston
Chairman, Guilford County Board of Commissioners
SUBJECT:
The Guilford County Sheriff’s Office was awarded the 2012 HIDTA (High Intensity Drug Trafficking Area) Grant in the amount of $101,385 which was approved by the Board on May 3, 2012. We have been awarded additional funds to this grant in the amount of $52,500. These funds will be used for overtime, training, travel, communications for the Task force (phones/gps) and technical investigative equipment. All HIDTA (High Intensity Drug Trafficking Area) Grant funds are for the sole purpose of reducing drug trafficking and production in North Carolina. NO LOCAL MATCH IS REQUIRED. NO ADDITIONAL COUNTY FUNDS REQUIRED.

REQUESTED ACTION FOR AGENDA:
Approve receipt of Additional 2012 HIDTA (High Intensity Drug Trafficking Area) Grant funds in the amount of $52,500 (total award now equals $153,885) and increase the FY 2012-2013 Law Enforcement budget by $52,500 to reflect the appropriation of the 2012 HIDTA (High Intensity Drug Trafficking Area) Grant. These grant funds will be used for overtime, training, travel, communications for the Task force (phones/gps) and technical investigative equipment. All HIDTA Grant funds are for the sole purpose of reducing drug trafficking and production in North Carolina. NO LOCAL MATCH IS REQUIRED. NO ADDITIONAL COUNTY FUNDS REQUIRED. (Sheriff Barnes)
SUBJECT: 
Included in the FY 2011 EDTAP and FY 12 CTP approved grants from NCDOT was funding for additional transportation vehicles. The state has awarded the transportation vehicle contracts and Guilford County Transportation is ready to proceed with the purchase of 7 transportation vans off of state contracts (66371.10/11-12 and 66371.04/11-182).

REQUESTED ACTION FOR AGENDA:
Approve increase to the FY 2012-13 Transportation Budget in the amount of $58,462 to reflect the receipt NCDOT grant funds and approve the purchase of seven (7) 2012 Ford E-350 Transportation Vans from NC State Contract 66371.10/11-12 and 66371.04/11-182 for Guilford County Transportation in the amount of $332,962 to be paid with State, Federal and Local funds. The seven vans will be equipped as follows:
20’ Light Transit Vehicles (LTV) with two wheelchair stations and eight forward facing passenger seats. The Transit Vans are $47,566 each for a total cost: $332,962.00

No additional county funds.

AGENDA COMMENTS

BUDGET ACTION REQUIRED
BUDGET ORDINANCE AMENDMENT
General Fund
Increase Appropriation to Transportation by $58,462
Increase Federal/State Funds by $58,462
**SUBJECT:**
Renewal of maintenance agreement with NWN Corporation, a state approved vendor, for Cisco hardware devices. Guilford County's core network infrastructure, which includes wireless, data and voice communication is provided by these devices. Reliability and continuity of operation of these devices is important to the County. Any interruption can severely hamper ability to provide essential services to County's data and communication needs. Renewal of this agreement enables Guilford County to continue to receive support from NWN, in order to respond to interruptions in a timely manner.

**REQUESTED ACTION FOR AGENDA:**
Approve renewal of maintenance with NWN Corporation for Cisco hardware devices from State Contract #: 204L in the amount not to exceed $135,000 for the term November 1, 2012 - October 31, 2013 and for subsequent 2 years during which the cost will not exceed by more than 10% each year, representing a total 3 year expenditure of $446,850. Guilford County's core network infrastructure, which includes wireless, data and voice communication is provided by these devices. NO ADDITIONAL COUNTY FUNDS REQUIRED IN CURRENT FISCAL YEAR as the first year of maintenance expense was budgeted in the FY 2012-13 budget. Funds for additional years of the contract are subject to appropriation in future fiscal years.

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ITEM TO BE CONSIDERED

SUBJECT:

Microsoft has imposed new licensing requirements on products used by County departments. In order to be compliant with the new licensing as well as to take advantage of additional features available, the County must replace existing licenses by purchasing them over the following three years. This new licensing approach used by Microsoft is intended to simplify the ongoing licensing difficulties faced by the County and others as software changes. Examples of products include SharePoint, licenses to access Exchange (e-mail), SQL databases used by various County applications.

REQUESTED ACTION FOR AGENDA:

Approve purchase of Microsoft core licenses from SHI from State Contract #: 208H in an annual amount not to exceed $249,000 per year for next 3 years for a total cost of $747,000. Core licenses will include: Client Access licenses for all county staff to access data on all Windows servers, and Server licenses for all production and development servers. NO ADDITIONAL COUNTY FUNDS REQUIRED FOR THE CURRENT FISCAL YEAR as the first year of contract expense was budgeted in the FY 2012-13 budget. Funds for additional years of the contract are subject to appropriation in future fiscal years.
**SUBJECT:**

The Emergency Services Department has been approved to purchase under the Capital Outlay Listing for FY13, 40 - LUCAS(tm) Cardiac Compression Devices/Accessories and required maintenance. The purchase and maintenance will be provided by Physio Control, the Sole Source provider for the devices and service. The Lucas(tm) Devices come with an initial one year warranty period and a maintenance agreement will commense one year after the purchase date for a period of four years ($171,976). Physio Control is offering a trade-in of our existing devices 32 Michigan Instruments (Thumper(tm)) devices in the amount of $2,000 each or total $64,000. The $64,000 dollars will reduce the contract amount from $537,228.00 to $473,228.

**ITEM TO BE CONSIDERED**

REQUESTED ACTION FOR AGENDA:

Approve Sole Source Price Only Contract with Physio Control, Inc. of 11811 Willows Road NE, Redmond, Washington for the purchase of 40 External Cardiac Compression Devices known as LUCAS(tm)) and accessories for use on Guilford County EMS ambulances. Additionally, approve the trade-in of 32 existing obsolete devices (Michigan Instruments (Thumper(tm))) for $2,000 each or $64,000 total. Contract amount is $537,228 minus the trade-in of $64,000 for a total contract award of $473,228. Physio Control is the Sole Source supply for the LUCAS(tm) devices, accessories and maintenance of the 40 LUCAS devices. The first year of the warranty on the 40 LUCAS devices will be at no charge to the County. The 2nd year contract period for maintenance will begin on November 15, 2013 and end on November 14, 2017 in the amount of $171,976 with the option to renew for additional one year terms thereafter. NO ADDITIONAL COUNTY FUNDS.

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September 14, 2012

Jim Albright  
Deputy Director  
Guilford County Emergency Services  
1002 Meadowood Street. 
Greensboro, NC 27409

Dear Jim;

In response to your recent request, I am writing to verify that Physio-Control is offering to take receipt of thirty two (32) Michigan Instruments Thumper devices in trade, toward the purchase of thirty two (32) LUCAS™ devices. This will be a one-for-one trade of $2000.00 per device. This offer is made on the device serial numbers listed below.

If you have any questions, please feel free to contact me at 800-442-1142 ext. 72120.

Sincerely,

Carl L. Spruill

Carl L. Spruill  
District Sales Manager  
Physio-Control

September 13, 2012

Jim Albright  
Deputy Director  
Guilford County Emergency Services  
1002 Meadowood Street.  
Greensboro, NC 27409

Dear Jim;

In response to your recent request, I am writing to verify that Physio-Control is the only source from which to obtain the LIFEPAK® family of products, its upgrades and parts, LUCAS™ and LIFENET®. Physio-Control does not utilize the services of any dealers or distributors in the sale of these products in your marketplace.

If you have any questions, please feel free to contact me at 800-442-1142 ext. 72120.

Sincerely,

Carl L. Spruill  

Carl L. Spruill  
District Sales Manager  
Physio-Control
Only eligible to be purchased with quote 1-238945574
Contract: State of North Carolina, #465B

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<th>Catalog # / Description</th>
<th>Qty</th>
<th>Price</th>
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<th>Trade-In</th>
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<td>1</td>
<td>LUShip-R&amp;I - LUCAS 2 Point of Sale Service Agreement - 4 Yr</td>
<td>40</td>
<td>$4,299.40</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$4,299.40</td>
<td>$171,976.00</td>
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Ship In, Repair and Inspect. Contracts with 4 and 5 year terms must be paid in full up front.

SUB TOTAL $171,976.00
ESTIMATED TAX $11,608.38
ESTIMATED SHIPPING & HANDLING $0.00

GRAND TOTAL $183,584.38

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<td>Tax + S&amp;H:</td>
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GRAND TOTAL FOR THIS QUOTE $183,584.38
TO PLACE AN ORDER, PLEASE FAX A COPY OF THE QUOTE AND PURCHASE ORDER TO:
# 800-732-0956, ATTN: REP SUPPORT

PHYSIO-CONTROL, INC. REQUIRES WRITTEN VERIFICATION OF THIS ORDER. A PURCHASE ORDER IS REQUIRED ON ALL ORDERS $10,000 OR GREATER BEFORE APPLICABLE FREIGHT AND TAXES. THE UNDERSIGNED IS AUTHORIZED TO ACCEPT THIS ORDER IN ACCORDANCE WITH THE TERMS AND PRICES DENOTED HEREIN. SIGN TO THE RIGHT:

CUSTOMER APPROVAL (AUTHORIZED SIGNATURE)

NAME

TITLE

DATE

Notes:

Taxes, shipping and handling fees are estimates only and are subject to change at the time of order. Shipping and handling applies to ground transport only. Physio-Control will assess a $10 handling fee on any order less than $200.00.

Above pricing valid only if all items in quote are purchased (optional items not required).

To receive a trade-in credit, Buyer agrees to return the trade-in device(s) within 30 days of receipt of the replacement device(s) to Physio-Control’s place of business or to an authorized Physio-Control representative. Physio-Control will provide instructions for returning the device(s) and will pay for the associated shipping cost.

In the event that trade-in device(s) are not received by Physio-Control within the 30-day window, Buyer acknowledges that this quote shall constitute a purchase order and agrees to be invoiced for the amount of the trade-in discount. Invoice shall be payable upon receipt.

Items listed above at no change are included as part of a package discount that involves the purchase of a bundle of items. Buyer is solely responsible for appropriately allocating the discount extended on the bundle when fulfilling any reporting obligations it might have.

If Buyer is ordering service, Buyer affirms reading and accepts the terms of the Physio-Control, Inc. Technical Service Support Agreement which is available from your sales representative or http://www.physio-control.com/uploadedFiles/products/service-plans/TechnicalServiceAgreement.pdf
TERMS OF SALE

General Terms
Physio-Control, Inc.’s acceptance of the Buyer’s order is expressly conditioned on product availability and the Buyer’s assent to the terms set forth in this document and its attachments. Physio-Control, Inc. agrees to furnish the goods and services ordered by the Buyer only on these terms, and the Buyer’s acceptance of any portion of the goods and services covered by this document shall confirm their acceptance by the Buyer. These terms constitute the complete agreement between the parties and they shall govern any conflicting or ambiguous terms on the Buyer’s purchase order or on other documents submitted to Physio-Control, Inc. by the Buyer. These terms may only be revised or amended by a written agreement signed by an authorized representative of both parties.

Pricing
Unless otherwise indicated in this document, prices of goods and services covered by this document shall be Physio-Control, Inc. standard prices in effect at the time of delivery. Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods and services covered by this document. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services covered by this document unless Physio-Control, Inc. receives a copy of a valid an exemption certificate prior to delivery. Please forward your tax exemption certificate to the Physio-Control, Inc. Tax Department P.O. Box 97006, Redmond, Washington 98073-9706.

Payment
Unless otherwise indicated in this document or otherwise confirmed by Physio-Control, Inc. in writing, payment for goods and services supplied by Physio-Control, Inc. shall be subject to the following terms:

- Domestic (USA) Sales - Upon approval of credit by Physio-Control, Inc., 100% of invoice due thirty (30) days after invoice date.
- International Sales - Sight draft or acceptable (confirmed) irrevocable letter of credit.

Physio-Control, Inc. may change the terms of payment at any time prior to delivery by providing written notice to the Buyer.

Delivery
Unless otherwise indicated in this document, delivery shall be FOB Physio-Control, Inc. point of shipment and title and risk of loss shall pass to the Buyer at that point. Partial deliveries may be made and partial invoices shall be permitted and shall become due in accordance with the payment terms. In the absence of shipping instructions from the Buyer, Physio-Control, Inc. will obtain transportation on the Buyer’s behalf and for the Buyer’s account.

Delays
Delivery dates are approximate. Physio-Control, Inc. will not be liable for any loss or damage of any kind due to delays in delivery or non-delivery resulting from any cause beyond its reasonable control, including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Physio-Control, Inc. inability to obtain goods from its usual sources. Any such delay shall not be considered a breach of Physio-Control, Inc. and the Buyer’s agreement and the delivery dates shall be extended for the length of such delay.

Inspections and Returns
Claims by the Buyer for damage to or shortages of goods delivered shall be made within thirty (30) days after shipment by providing Physio-Control, Inc. with written notice of any deficiency. Payment is not contingent upon immediate correction of any deficiencies and Physio-Control, Inc. prior approval is required before the return of any goods to Physio-Control, Inc. Physio-Control, Inc. reserves the right to charge a 15% restocking fee for returns. The Physio-Control Returned Product Policy is located at http://www.physio-control.com/uploadedFiles/support/ReturnPolicy_3308529_A.pdf.

Service Terms
All device service will be governed by the Physio-Control, Inc. Technical Services Support Agreement which is available from your sales representative or http://www.physio-control.com/uploadedFiles/products/service-plans/TechnicalServiceAgreement.pdf. All devices that are not under Physio-Control Limited Warranty or a current Technical Service Support Agreement must be inspected and repaired (if necessary) to meet original specifications at then-current list prices prior to being covered under a Technical Service Support Agreement. If Buyer is ordering service, Buyer affirms reading and accepts the terms of the Technical Service Support Agreement.

Warranty
Physio-Control, Inc. warrants its products in accordance with the terms of the standard Physio-Control, Inc. product warranty applicable to the product to be supplied. Physio-Control, Inc. warrants services and replacement parts provided in performing such services against defects in accordance with the terms of the Physio-Control, Inc. service warranty set forth in the Technical Service Support Agreement. The remedies provided under such warranties shall be the Buyer’s sole and exclusive remedies. Physio-Control, Inc. makes no other warranties, express or implied, Including, without limitation, NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO-CONTROL, INC. BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.

Patent & Indemnity
Upon receipt of prompt notice from the Buyer and with the Buyer’s authority and assistance, Physio-Control, Inc. agrees to defend, indemnify and hold the Buyer harmless against any claim that the Physio-Control, Inc. products covered by this document directly infringe any United States of America patent.

Miscellaneous
a) The Buyer agrees that products purchased hereunder will not be reshipped or resold to any persons or places prohibited by the laws of the United States of America. b) Through the purchase of Physio-Control, Inc. products, the Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products, and the Buyer expressly agrees not to reverse engineer or decompile such products or related software and information. c) The rights and obligations of Physio-Control, Inc. and the Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the State of Washington, United States of America. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorneys fees, shall be reimbursed by the other party.
TECHNICAL SERVICE SUPPORT AGREEMENT

Guilford County Contract Number: __________________________

End User# 00075301  Bill To# 00075301
GUILFORD COUNTY EMERGENCY SERVICES
1002 MEADOWOOD ST
GREENSBORO, NC 27409

GUILFORD COUNTY EMERGENCY SERVICES
1002 MEADOWOOD ST
GREENSBORO, NC 27409

This Technical Service Support Agreement ("Agreement") is hereby entered into this 21st day of September, 2012, by and between GUILFORD COUNTY, a body politic and corporate of the State of North Carolina ("Customer") and PHYSIO-CONTROL, INC., a Washington corporation ("Physio-Control"), and also collectively referred to as the "Parties".

This Technical Service Support Agreement is for a four (4) year term, beginning on 11/15/2013 and expiring on 11/14/2017. At least ninety (90) days prior to the end of this initial four (4) year term, this Agreement will be reviewed by the Parties and amended to be extended for additional one year terms after the fourth (4th) year. If written notice is not served ninety (90) days prior to Agreement expiration, then the Agreement is automatically extended for one year at a price no greater than the current annual installment cost.

The designated current Equipment and/or Software are listed on Schedule A, as attached hereto and incorporated herein by reference. This Technical Service Agreement is subject to the Terms and Conditions on the following pages of this Agreement and any Schedule B, as attached hereto and incorporated herein by reference.

The price of coverage for this Agreement is as specified on Schedule A at $1074.85 per LUCAS® 2 per year (40 LUCAS 2s currently included), which translates to an estimated $42,994.00 per year, or an estimated $171,976.00 per the four (4) year contract term.

Physio-Control will bill the Customer on an annual basis and Customer will pay annually, according to the number of LUCAS 2 Chest Compression Systems being covered by this Contract.

Accepted: PHYSIO-CONTROL, INC.  Customer: GUILFORD COUNTY
By:____________________________________  By:____________________________________
Principal Contract Analyst  County Manager
Printed Name:__Daniel Finney_______________  Printed Name:__Brenda Jones Fox_____________

ATTEST:
________________________________________  ATTEST:
________________________________________
Corporate Secretary  Efthemia D. Varitimidis, Clerk to Board
Printed Name:____________________________  (CORPORATE SEAL)
(COUNTY SEAL)
This Contract does not create an obligation to purchase and, therefore, has not been preaudited. Purchases under this Contract shall only be made pursuant to purchase orders, each of which will contain a preaudit certificate.

Finance Director

Purchase Order Number:

Territory Rep: EAAA58
Mary Ann Cotton
Phone: 800-442-1142 x 2418
FAX: 800-772-3340

Customer Contact: Daren Nunn
Phone: 336 641 6984
FAX: 336-641-7698
PHYSIO-CONTROL, INC.

TECHNICAL SERVICE SUPPORT AGREEMENT TERMS AND CONDITIONS

Physio-Control, Inc.’s (“Physio-Control”) acceptance of Customer’s Technical Service Support Agreement is expressly conditioned on Customer’s assent to the terms set forth in this document and its attachments. This Agreement covers only the equipment listed on Schedule A (“Covered Equipment”). Physio-Control agrees to furnish the services ordered by Customer only on these terms, and Customer’s acceptance of any portion of the goods and services covered by this document shall confirm their acceptance by Customer. These terms constitute the complete agreement between the parties and they shall govern any conflicting or ambiguous terms on Customer’s purchase order or on other documents submitted to Physio-Control by Customer. These terms may not be revised in any manner without a Contract Amendment being executed by both Parties.

2. SERVICES. The services provided under this Agreement are set forth on Schedule A. Physio-Control strives to return service calls within two (2) hours, and strives to resolve service issues within twenty-four (24) hours. Following service, Physio-Control will provide Customer with a written report of actions taken or recommended and identification of any materials replaced or recommended for replacement. The following services are available:

“Repair Only Service” means repairs, Battery Replacement Service, parts and labor necessary to restore Covered Equipment to original specifications, subject to Exclusions.

“Inspection Only Service” means inspections of Covered Equipment to verify proper device calibration, mechanical operations and output measurements, electrical safety check in accordance with National Fire Protection Association (NFPA) guidelines and labor, subject to Exclusions.

“Repair and Inspect Service” means repairs, Battery Replacement Service, parts and labor necessary to restore Covered Equipment to original specifications, and inspections to verify proper device calibration, mechanical operations and output measurements, electrical safety check in accordance with NFPA guidelines and Updates (as set forth below), subject to Exclusions.

“Battery Replacement Service” means replacement of batteries on a one-for-one, like-for-like basis, up to the number of batteries and/or devices listed in Schedule A. Only batteries manufactured or distributed by Physio-Control are eligible for replacement. Battery replacement is available upon Customer notification to Physio-Control of the occurrence of:

(i) Battery failure as determined by Customer’s performance testing and evaluation in accordance with the applicable Operating Instructions; or
(ii) The end of the useful life of the battery as set forth in the applicable Operating Instructions

At the discretion of Physio-Control, battery replacement shall be effected by shipment to Customer and replacement by Customer, or by on-site delivery and replacement by a Physio-Control Service Technician. Upon Customer’s receipt of a replacement battery, the battery being replaced shall become the property of Physio-Control, and Customer must return the battery being replaced to Physio-Control for proper disposal. In the event that Physio-Control does not receive the battery, Customer will be charged at the then-current rate for the replacement battery.

“On-Site Service” means that a Physio-Control factory-trained technician will provide service at Customer’s

Reference No. A58-2030
location. Services will be performed between 8:00am and 5:00pm local time, Monday through Friday (excluding the following holidays: New Year’s Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, the Friday after Thanksgiving, and Christmas Day). Customer is to ensure Covered Equipment is available for service at scheduled times. Some service may not be completed On-Site. Physio-Control will cover travel and/or round-trip freight for Covered Equipment that must be sent to our designated service facility for repair.

“24-hour On-Site Service” means that a Physio-Control factory-trained technician will provide service at Customer’s location at any time, except on the holidays listed above. Customer is to ensure Covered Equipment is available for service at scheduled times. Some service may not be completed On-Site. Physio-Control will cover travel and/or round-trip freight for Covered Equipment that must be sent to our designated service facility for repair.

“Ship-In Service” means that service will be performed at Physio-Control’s designated service facility. Physio-Control will cover round-trip freight for Covered Equipment that is sent to our designated service facility for repair.

If Covered Equipment is not available as scheduled or Customer requests services or goods not covered by this Agreement or outside of designated service frequency or hours, Physio-Control will charge Customer at Physio-Control’s standard labor rates less 10% (including overtime, if appropriate) and applicable travel costs. Parts required for such repairs will be made available at 15% off the then-current list price.

3. **EXCLUSIONS.** Unless otherwise specified, this Agreement does not include:
   - supply or repair of accessories or disposables
   - repair of damage caused by misuse, abuse, abnormal operating conditions, use of batteries or other products not distributed by Physio-Control, operator errors, or acts of God
   - case changes
   - repair or replacement of items not originally distributed or installed by Physio-Control
   - Upgrades and installation of Upgrades
   - battery maintenance, performance testing, evaluation, removal and recycling

4. **LOANERS.** If a Physio-Control product is designated as a unit of Covered Equipment for Repair Services and needs to be removed from service to complete repairs, an appropriate Loaner unit will be provided, until the removed unit is returned. Customer assumes complete responsibility for the Loaner and shall return the Loaner to Physio-Control in the same condition as received, at Customer's expense, upon the earlier of the return of the removed unit.

5. **PRICING.** Pricing is set forth on the front page of this Agreement. Prices do not include taxes. Sales, service or use taxes will be invoiced in addition to the price of the goods and services covered by this Agreement unless Physio-Control receives a copy of a valid exemption certificate. If the number or configuration of Covered Equipment changes during the Term, pricing shall be pro-rated accordingly. For Inspection Only Service and Repair and Inspect Service, no pricing deduction will be made for removal of Covered Equipment if an inspection has already been performed during the Term. Discounts will not be combined with other special terms, discounts, and/or promotions.

6. **PAYMENT.** Physio-Control will bill the Customer and Customer will pay Physio-Control on an annual basis. Payment terms are net thirty (30) days.
The financial exposure to Customer is not expected to exceed $171,976.00 for the initial four (4) year term, and in any event, payment will be made only from budgeted funds in accordance with N.C.G.S. Chapter §159.

7. **WARRANTY.** Physio-Control warrants Services performed under this Technical Service Support Agreement and replacement parts provided in performing such Services against defects in material and workmanship for ninety (90) days from the date a Service was performed or a part was provided. Customer’s sole remedy shall be reserving the affected unit and/or replacement of any part determined to be defective, without any additional Customer charge, provided Customer notifies Physio-Control of any allegedly defective condition within ten (10) calendar days of its discovery by Customer. Physio-Control makes no other warranties, express or implied, including, without limitation, NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO-CONTROL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR OTHER DAMAGES.

8. **TERMINATION.** Either party may terminate this Technical Service Support Agreement at any time, for any reason, upon sixty (60) days prior written notice to the other, except that Physio-Control may terminate this Technical Service Support Agreement immediately upon Customer’s failure to make timely payments for services rendered under this Technical Service Support Agreement. In the event of termination, Customer shall be obligated to reimburse Physio-Control for that portion of the designated price which corresponds to that portion of the Term and the scope of Services provided prior to the effective date of termination.

Also upon sixty (60) days prior written notice, either Party may terminate this Agreement upon the material breach of one or more terms of the Agreement by the other Party, and the failure of the breaching Party to cure the breach within thirty (30) days of written notice of the breach. Either Party may also terminate this Agreement upon sixty (60) days prior written notice upon the grounds of the insolvency or bankruptcy of the other Party.

All goods and/or services provided and accepted as of the date of termination will be paid for: similarly, any amounts paid in advance for which services have not been provided and accepted by the Customer will be promptly refunded to the Customer by Physio-Control within thirty (30) days of date of termination of this Agreement.

9. **INDEPENDENT PARTIES/INDEMNIFICATION.** The relationship between the Parties is that of independent contracting Parties for all purposes. Nothing in this Agreement shall be interpreted or construed as creating or establishing a relationship of employer and employee between the Customer and Physio-Control or between the Customer and any employee or agent of Physio-Control. Physio-Control is an independent contractor and not an employee, agent, joint venture, or partner of Customer.

Physio shall have no power to bind or obligate Customer in any manner. Likewise, Customer shall have no power to bind or obligate Physio-Control in any manner. The Parties agree to each be solely responsible for their own acts or omissions in the performance of each of their individual duties hereunder, and shall be financially and legally responsible for all liabilities, costs, damages, expenses and attorney fees resulting from, or attributable to any and all of their individual acts or omissions to the extent allowable by law.

10. **LIMITATION OF LIABILITY.** Neither Party shall be liable to the other Party for special, punitive, incidental, consequential or indirect damages in connection with this Agreement or performance hereunder.

11. **EMPLOYMENT.** Customer agrees to not employ or offer employment to anyone performing Services
on Physio-Control's behalf during the Term of this Technical Service Support Agreement or for one (1) year following its expiration without Physio-Control's prior written consent.

12. **JURISDICTION.** The rights and obligations of Physio-Control and Customer related to this Agreement shall be subject to and governed by the laws of the State of North Carolina, where Customer is headquartered. The Parties agree to comply with their respective obligations under federal, state or other applicable laws or regulations and to properly report the value of any discount or rebate earned or received hereunder, if required.

13. **NOTICE.** Any notice to be given by either Party to the other must be in writing and may be effected either by personal delivery, delivery by an overnight courier with tracking capability or by United States certified mail return receipt requested, postage prepaid. Notices shall be addressed to the Parties at the addresses appearing below, but each Party may change its address by written notice to the other.

Brenda Jones Fox, County Manager  
Guilford County  
P.O. Box 3427  
301 West Market Street  
Greensboro, NC 27402  
Attn: Contracts Dept., SS-50-2S  
P.O. Box 97006  
Redmond, WA 98073-9706.

14. **COMPLIANCE WITH FEDERAL AND STATE CONFIDENTIALITY LAWS.** Both Parties acknowledge their respective obligations under this Agreement to maintain the security and confidentiality of individually identifiable health information and agree to comply with applicable federal and state health information confidentiality laws and regulations.

15. **NEW TECHNOLOGY PRICING.** As mandated by federal laws and regulations, Physio-Control does not promote products and/or therapies that have not been approved by the U. S. Food and Drug Administration. Upon commercial release of a new product, Physio-Control will negotiate with Customer regarding the price for the new product and the addition of the new product to this Agreement or an amendment hereto.

16. **CONTRACT REFERENCE.** Orders placed under this Agreement shall make reference to the Contract Number above.

17. **ASSIGNMENT.** This Agreement and the rights, duties and responsibilities of the Parties shall not be assigned to a third party without the prior express written consent of the other, except that Physio-Control may assign this Agreement without such consent to any person, firm or corporation succeeding to its business and also to any parent, subsidiary or affiliated company of Physio-Control. If Physio-Control should undergo merger, acquisition, bankruptcy, assignment or change in ownership or name for any reason, Physio-Control must immediately notify Customer in writing of these changes and provide Customer with legal documentation supporting these changes such as an Assumption Agreement, Bill of Sale, Articles of Incorporation, Articles of Amendment, sales contract, merger documents, etc. Further, Physio-Control will submit the name and address of the assuming company’s registered agent for service of process and/or all notices required under this Contract.

18. **FORCE MAJEURE.** Neither Party shall be liable to the other Party in respect of any delay or failure to perform that results from any event or cause that is beyond the reasonable control of the Party obligated to perform, including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Physio-Control’s inability to obtain goods from its usual sources.
19. **SEVERABILITY.** If any one or more of the provisions of this Agreement shall for any reason be held illegal or invalid, such illegality or invalidity shall not affect the other provisions of this Agreement, which shall remain in full force and effect.

20. **AUTHORITY.** The Parties represent that they have the authority to enter into this Agreement. The Parties further represent that the terms of this Agreement are not inconsistent with any other contractual obligations, express or implied, that they may have.

21. **ENTIRE AGREEMENT.** Physio-Control agrees to furnish the Products ordered by Customer subject to the terms of this Agreement which reflect the complete Agreement between Physio-Control and Customer regarding the subject of this Agreement and supersede all of the negotiations, understandings, and representations (if any) made by the Parties, with the exception of any existing Agreements between the Parties. None of the terms and provisions of this Agreement may be amended, supplemented, waived or changed orally or by terms contained in any purchase order or other documents submitted by Customer, but only by a Contract Amendment or new Contract signed by each of the Parties.

22. **NON-WAIVER.** The failure by one Party to take action or to require performance of any provision of this Agreement shall not affect that Party's right to take such action or to require such performance at any time thereafter. A waiver of any breach or default of this Agreement shall not constitute a waiver of any subsequent breach or default.

23. **CONSTRUCTION OF AGREEMENT.** Each Party represents that it has had an opportunity to negotiate and cooperate in the drafting and preparation of this Agreement and no principles of construction shall be applied against either Party on the basis that such Party drafted this Agreement.

24. **HEADINGS/TITLES/WORDING.** Inclusion of titles of paragraphs or section headings, capitalization of certain words or phrases and/or bold face typetstyle of certain words or phrases in this Contract are for convenience purposes only and shall not be used to interpret or construe the provisions of this Agreement. The terms “Contract” and “Agreement” have the same meaning and may be used interchangeably throughout this document. The terms “Attachment”, “Addendum”, “Schedule” and “Exhibit” have the same meaning and may be used interchangeably throughout this document.

25. **SIGNATURES.** This Agreement may be executed in multiple originals, each of which shall be deemed an original hereof, and all of which constitute one and the same Agreement. This Agreement is also valid if signatures are exchanged by facsimile or electronic mail.

(The remainder of this page has been intentionally left blank. The contract continues on the following pages.)
PHYSIO-CONTROL, INC. TECHNICAL SERVICE
SUPPORT AGREEMENT - SCHEDULE A

Guilford County Contract Number: _______________________
Servicing Rep: Mary Ann Cotton, EAAA58
District: MID-ATLANTIC
Phone: 800-442-1142 x 2418
FAX: 800-772-3340

Equipment Location: GUILFORD COUNTY EMERGENCY SERVICES, 00075301
1002 MEADOWOOD ST
GREENSBORO, NC 27409

Scope Of Service ______ POS Ship-In Repair and Inspection

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**Denotes an inventory line that has changed since the last contract revision or addendum.
PHYSIO-CONTROL, INC. TECHNICAL SERVICE SUPPORT AGREEMENT - SCHEDULE B

LUCAS® and LUCAS 2 Chest Compression System On-Site Service

First Year of Ownership

- On-site warranty service

After First Year of Ownership

- On-site annual preventative maintenance and performance inspections
- Cleaning of the hood and bellows exterior
- Replacement of the suction cup and patient straps, if necessary.

Battery Coverage for LUCAS 2

- Replacement of one (1) LUCAS 2 battery every three (3) years or upon battery failure.

(The remainder of this page has been intentionally left blank. The contract continues on the following pages.)
To: Jim Albright  
Deputy Director  
Guilford County EMS  
PO Box 3427  
GREENSBORO, NC 27402  
Phone: (336) 641-7565  
jim.albright@guilford-es.com

Physio-Control, Inc.  
11811 Willows Road NE  
P.O. Box 97023  
Redmond, WA 98073-9723 U.S.A  
www.physio-control.com  
www.medtronic.com  
tel 800.442.1142  
fax 800.732.0956

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SUB TOTAL: $537,228.00
ESTIMATED TAX: $36,262.89
ESTIMATED SHIPPING & HANDLING: $0.00
GRAND TOTAL: $573,490.89

Pricing Summary Totals

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<td>Tax + S&amp;H:</td>
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GRAND TOTAL FOR THIS QUOTE: $573,490.89
TO PLACE AN ORDER, PLEASE FAX A COPY OF THE QUOTE AND PURCHASE ORDER TO:
# 800-732-0956, ATTN: REP SUPPORT

PHYSIO-CONTROL, INC. REQUIRES WRITTEN VERIFICATION OF THIS ORDER. A PURCHASE ORDER IS REQUIRED ON ALL ORDERS $10,000 OR GREATER BEFORE APPLICABLE FREIGHT AND TAXES. THE UNDERSIGNED IS AUTHORIZED TO ACCEPT THIS ORDER IN ACCORDANCE WITH THE TERMS AND PRICES DENOTED HEREIN. SIGN TO THE RIGHT:

CUSTOMER APPROVAL (AUTHORIZED SIGNATURE)

______________________________
NAME

______________________________
TITLE

______________________________
DATE

Ref. Code: JS/00075303/1-3LJE2E

Notes:

Taxes, shipping and handling fees are estimates only and are subject to change at the time of order. Shipping and handling applies to ground transport only. Physio-Control will assess a $10 handling fee on any order less than $200.00.

Above pricing valid only if all items in quote are purchased (optional items not required).

To receive a trade-in credit, Buyer agrees to return the trade-in device(s) within 30 days of receipt of the replacement device(s) to Physio-Control’s place of business or to an authorized Physio-Control representative. Physio-Control will provide instructions for returning the device(s) and will pay for the associated shipping cost.

In the event that trade-in device(s) are not received by Physio-Control within the 30-day window, Buyer acknowledges that this quote shall constitute a purchase order and agrees to be invoiced for the amount of the trade-in discount. Invoice shall be payable upon receipt.

Items listed above at no change are included as part of a package discount that involves the purchase of a bundle of items. Buyer is solely responsible for appropriately allocating the discount extended on the bundle when fulfilling any reporting obligations it might have.

If Buyer is ordering service, Buyer affirms reading and accepts the terms of the Physio-Control, Inc. Technical Service Support Agreement which is available from your sales representative or http://www.physio-control.com/uploadedFiles/products/service-plans/TechnicalServiceAgreement.pdf
TERMS OF SALE

General Terms
Physio-Control, Inc.’s acceptance of the Buyer's order is expressly conditioned on product availability and the Buyer's assent to the terms set forth in this document and its attachments. Physio-Control, Inc. agrees to furnish the goods and services ordered by the Buyer only on these terms, and the Buyer's acceptance of any portion of the goods and services covered by this document shall confirm their acceptance by the Buyer. These terms constitute the complete agreement between the parties and they shall govern any conflicting or ambiguous terms on the Buyer's purchase order or on other documents submitted to Physio-Control, Inc. by the Buyer. These terms may only be revised or amended by a written agreement signed by an authorized representative of both parties.

Pricing
Unless otherwise indicated in this document, prices of goods and services covered by this document shall be Physio-Control, Inc. standard prices in effect at the time of delivery. Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods and services covered by this document. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services covered by this document unless Physio-Control, Inc. receives a copy of a valid an exemption certificate prior to delivery. Please forward your tax exemption certificate to the Physio-Control, Inc. Tax Department P.O. Box 97006, Redmond, Washington 98073-9706.

Payment
Unless otherwise indicated in this document or otherwise confirmed by Physio-Control, Inc. in writing, payment for goods and services supplied by Physio-Control, Inc. shall be subject to the following terms:

- Domestic (USA) Sales - Upon approval of credit by Physio-Control, Inc., 100% of invoice due thirty (30) days after invoice date.
- International Sales - Sight draft or acceptable (confirmed) irrevocable letter of credit.

Physio-Control, Inc. may change the terms of payment at any time prior to delivery by providing written notice to the Buyer.

Delivery
Unless otherwise indicated in this document, delivery shall be FOB Physio-Control, Inc. point of shipment and title and risk of loss shall pass to the Buyer at that point. Partial deliveries may be made and partial invoices shall be permitted and shall become due in accordance with the payment terms. In the absence of shipping instructions from the Buyer, Physio-Control, Inc. will obtain transportation on the Buyer’s behalf and for the Buyer's account.

Delays
Delivery dates are approximate. Physio-Control, Inc. will not be liable for any loss or damage of any kind due to delays in delivery or non-delivery resulting from any cause beyond its reasonable control, including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Physio-Control, Inc. inability to obtain goods from its usual sources. Any such delay shall not be considered a breach of Physio-Control, Inc. and the Buyer's agreement and the delivery dates shall be extended for the length of such delay.

Inspections and Returns
Claims by the Buyer for damage to or shortages of goods delivered shall be made within thirty (30) days after shipment by providing Physio-Control, Inc. with written notice of any deficiency. Payment is not contingent upon immediate correction of any deficiencies and Physio-Control, Inc. prior approval is required before the return of any goods to Physio-Control, Inc. Physio-Control, Inc. reserves the right to charge a 15% restocking fee for returns. The Physio-Control Returned Product Policy is located at http://www.physio-control.com/uploadedFiles/support/ReturnPolicy_3308529_A.pdf.

Service Terms
All device service will be governed by the Physio-Control, Inc. Technical Services Support Agreement which is available from your sales representative or http://www.physio-control.com/uploadedFiles/products/service-plans/TechnicalServiceAgreement.pdf. All devices that are not under Physio-Control Limited Warranty or a current Technical Service Support Agreement must be inspected and repaired (if necessary) to meet original specifications at then-current list prices prior to being covered under a Technical Service Support Agreement. If Buyer is ordering service, Buyer affirms reading and accepting the terms of the Technical Service Support Agreement.

Warranty
Physio-Control, Inc. warrants its products in accordance with the terms of the standard Physio-Control, Inc. product warranty applicable to the product to be supplied. Physio-Control, Inc. warrants services and replacement parts provided in performing such services against defects in accordance with the terms of the Physio-Control, Inc. service warranty set forth in the Technical Service Support Agreement. The remedies provided under such warranties shall be the Buyer’s sole and exclusive remedies. Physio-Control, Inc. makes no other warranties, express or implied, Including, without limitation. NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO-CONTROL, INC. BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.

Patent & Indemnity
Upon receipt of prompt notice from the Buyer and with the Buyer’s authority and assistance, Physio-Control, Inc. agrees to defend, indemnify and hold the Buyer harmless against any claim that the Physio-Control, Inc. products covered by this document directly infringe any United States of America patent.

Miscellaneous
a) The Buyer agrees that products purchased hereunder will not be reshipped or resold to any persons or places prohibited by the laws of the United States of America.
b) Through the purchase of Physio-Control, Inc. products, the Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products, and the Buyer expressly agrees not to reverse engineer or decompile such products or related software and information.
c) The rights and obligations of Physio-Control, Inc. and the Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the State of Washington, United States of America. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorneys fees, shall be reimbursed by the other party.
SUBJECT:

Accept Capital Investment Plan (CIP) project updates and direct staff to incorporate them into the updated CIP for FY 2013 - 2022.

REQUESTED ACTION FOR AGENDA:

1) Approve administrative updates to existing Capital Investment Plan (CIP) projects and incorporate the revisions into an updated Capital Investment Plan (CIP) for FY 2013 – 2022 (see attached documents). The revisions update project balances for projects included in the existing plan, update projected expenditure and revenue flows over the next 10 years for projects included in the existing plan, and incorporate new projects and other project changes approved by the Board since the last CIP was adopted. No new CIP projects that have not already been approved by the Board are being recommended in the FY 2013 – 2022 Plan.

2) Authorize staff to make adjustments to the CIP as needed to reflect Board-approved project additions and changes, as well as administrative updates to projected expenditure and revenue flows that do not change overall project scopes or budgets as approved by the Board.
The Capital Investment Program is a planning process established to develop an annual Capital Investment Plan (CIP). The CIP is a multi-year plan for the funding of major purchases, construction and renovation projects, and land acquisitions. Generally, projects included in the CIP are expected to cost at least $100,000, have an expected life of at least 10 years, and are expected to take more than one year to complete. Other projects may be included in the CIP if they represent a substantial investment of public funds. Typical CIP projects include the construction of Emergency Medical Services bases, schools, and parks. Specifically, the Capital Investment Program is the mechanism to accomplish the following:

- To identify all capital needs anticipated through FY 2022;
- To plan, schedule, and implement projects through FY 2022;
- To develop revenue policies for project funding;
- To monitor and evaluate the progress of all capital projects;
- To estimate the impact of capital projects on the operating budget; and,
- To inform the public about proposed investments.

The Capital Investment Program is a planning process, not a funding process or project authorization process. Once projects are identified and revenue and expenditure estimates are prepared, the Board of Commissioners must initiate each project through the approval and adoption of a capital project ordinance.

The CIP includes descriptions of each project, as well as financial data regarding planned expenditures and revenues. Anticipated operating expenses related to the projects are also presented. Finally, prior year expenditures for any projects currently in progress are also included in the CIP.

Generally, other large expenditures, such as the replacement of roofs or the acquisition of software or other technology items, are not included in the CIP unless they represent a substantial investment of funds and are implemented over an extended time period. Although these expenditures may be significant, most do not meet the capital project requirements and are more appropriately accounted for in the operating budget. Because an accurate assessment of these types of expenditures over a multi-year
period is necessary for prudent fiscal planning, the county conducts separate planning processes for major facility, equipment, and technology needs.

**THE CAPITAL PLANNING PROCESS**

The county’s Capital Investment Process begins in late summer with the submission of project requests by departments. Budget Department staff receive requests and work with departments to prepare expense and revenue estimates and to complete required project forms. Each request is then assigned to either the Technology Governance Committee or the Buildings Sub-Committee. The sub-committees review the project requests, hear presentations from departments, evaluate the requests vs. county needs, and recommend projects to the Capital Investment Board (CIB). The CIB prioritizes and balances sub-committee recommendations, develops a funding plan, and makes a recommendation to the County Manager on projects to be included in the final CIP. A proposed CIP is then presented to the Board of Commissioners. After review, the Board formally initiates projects through the adoption of capital project ordinances.

Sub-committee members evaluate each project according to a Corporate Scoring Matrix. The Corporate Matrix helps members rank projects according to the following criteria:

- Adherence to county or department goals and objectives
- Urgency of need

![Diagram of Capital Investment Process]
THE FY 2013 – 2022 CAPITAL INVESTMENT PLAN UPDATE

Overview

The Guilford County Capital Investment Plan (CIP) for FY 2013–2022 totals $522,674,914. The CIP includes planned expenditure and revenue flows over these 10 years for active capital projects, as well as estimated expenditures and revenues for proposed projects through 2022. Beginning project budgets and balances are as of June 30, 2012.

Projects already approved by the Board of Commissioners through the establishment of a capital project ordinance (i.e., the action that officially initiates and budgets for a particular project) are considered “Continuation” projects. Projects that require Board action, either to initiate or to increase or decrease project budgets, are considered “New” projects.

The FY 2013-2022 CIP does not include any new capital projects for the Guilford County Schools or Guilford Technical Community College. The governing boards of each organization are reviewing their respective capital needs. Any requests for new projects will be included in future editions of the CIP.

Like the prior plan, the FY 2013-2022 CIP relies on a reinstatement and an increase in “pay-as-you-go” local funding transferred from the General Fund. Plan revenues, including the recommended increase in the General Fund contribution level, are discussed in the Revenue section.

Changes from the Original FY 2012-2021 Plan

The CIP presents project cost and cash flow estimates for a rolling 10-year period. As the Plan moves forward each year, one year of data is removed and another year (in this case, FY 2022) is added. Also, expense and revenue estimates for previously included projects are adjusted based on the latest information available at the time each
new plan is created. Finally, projects completed in the prior fiscal year have been removed from the Plan.

In addition to these general changes, the FY 2013-2022 CIP includes adjustments to the timing of several projects included in the prior Plan, as well as the addition of one new project (Law Enforcement District I), which was approved on September 11, 2012. Major changes are summarized below:

**Project Plan Adjustments / New Projects:**

- One new project (Law Enforcement District I) equal to $574,580 was approved on September 11, 2012. This project is reflected in the current FY 2013 – 2022 CIP.

<table>
<thead>
<tr>
<th>County Project Plan Changes from the FY 2012 - 2021 CIP</th>
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<tr>
<td><strong>Adjustments</strong></td>
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<td>Emergency Operation Center</td>
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<tr>
<td>Law Enforcement</td>
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<td>Law Enforcement District I</td>
</tr>
<tr>
<td>Property Management</td>
</tr>
<tr>
<td>Additional Courthouse Space</td>
</tr>
</tbody>
</table>
PLAN EXPENDITURES

The County funds capital projects in three broad categories: Education Projects, County Projects, and Water & Sewer Projects. Approximately 75% of the CIP’s total expenditures are for the construction or renovation of facilities for the Guilford County Schools and Guilford Technical Community College. County Projects, including parks, new public safety facilities, and other public buildings, account for 23% of CIP expenditures. The balance of expenditures (2%) is for water and sewer projects.

The following chart divides the broad CIP categories into functional areas. Guilford County Schools and Guilford Technical Community College projects account for 57% and 18% of total CIP expenditures, respectively. The next largest expenditure is for Public Safety projects (21%). The remaining expenditures are allocated to Water and Sewer, Parks and Open Space, Human Services, and General Government projects.
Education Projects

Education projects for the Guilford County Schools and Guilford Technical Community College account for the majority 75% of total CIP expenditures. Total expected Education expenditures are $392,144,937.

The amount included in the CIP for **Guilford Technical Community College** totals $92,748,577. This includes projects funded through prior bond referenda and anticipated annual capital maintenance needs ($2 million starting in FY 2014) funded through general county revenues. College projects in the CIP include new classroom buildings, parking decks, student center renovations, energy plants, land acquisitions for future growth, and annual capital maintenance for current facilities.

No future bond referenda projects are included in the CIP for Guilford Technical Community College. College staff and the Board of Trustees are currently evaluating system needs and will be developing a new long-range facility master plan for future capital projects. Once these projects have been identified, they will be included in future editions of the CIP.

The amount included in the CIP for the **Guilford County Schools** totals $299,396,360. All school projects listed in the CIP are existing projects with approved funding from prior bond referenda, federal/state funds, and general county revenues. Projects include new schools, classrooms, athletic facilities, and major renovations. In addition, the CIP also includes the county’s annual appropriation for capital maintenance needs ($2 million in FY 2013 and $4 million starting in FY 2014).

No future bond referenda projects are included in the CIP for the Guilford County Schools. School system staff and the Board of Education are currently evaluating system needs and will be developing a new long-range facility master plan for future capital projects. Once these projects have been identified, they will be included in future editions of the CIP.

Public Safety Projects

Public Safety projects account for $106,587,733 of total CIP expenditures for FY 2013 -2022. Projects include the Public Safety 800 MHz Communications System upgrade for $13,868,000, additional courthouse space totaling $11,782,000 and a possible future expansion to the Juvenile Detention Center $3,639,000 that may be required if legislation to change the age of juveniles housed at the Jail is passed by the General Assembly. The CIP also includes the expenditures related to the planned
addition of new Emergency Services bases and a number of potential Law Enforcement facility needs.

Parks & Open Space Projects

The CIP includes $6,745,854 for existing Parks and Open Space projects, including greenway and trails development, open space acquisition, and park development. No new funding is recommended for Parks and Open Space projects.

General County Projects

General County Projects account for $5,158,866 of CIP expenditures. Projects included in this classification are grouped into two general categories – Human Services projects and Other County Projects. Human Services projects include renovations to the Health Department on Wendover Avenue in Greensboro and the potential renovation of space currently occupied by the Guilford Center at the Bellemade Center in Greensboro. Other County projects include final renovations to the BB&T Building in Greensboro, the Greensboro and High Point Courthouses, and other general office buildings. Also final expenditures are included for the existing Tax System and Financial System – Budget System replacement projects.

Water & Sewer Projects

The CIP includes $12,037,524 for water and sewer projects, including watershed protection and the construction of Water and Sewer infrastructure through currently approved joint agreements with the City of Greensboro. Projects in the Water and Sewer section are based on estimates included in the FY 2012 - 2022 Plan and will be adjusted, if necessary, based on Board action given the dissolution of the water and sewer agreement between the county and the City of Greensboro.

PLAN REVENUES

The CIP is funded by three primary sources of revenues: debt, local funds, and federal or state funds. Debt, generally in the form of General Obligation Bonds, accounts for 68% of total Plan revenues. Locally generated funds account for 32% of revenues (this assumes Board reinstatement of an annual pay-as-you-go allocation for major capital needs as discussed in the Local Revenues section). The remaining funds (less than 1%) will come from federal and state aid payments.
Debt

The CIP includes $355,510,964 of funding from currently authorized bonds, including general obligation bonds, bonds authorized under the American Recovery and Reinvestment Act (ARRA), and installment financing arrangements over the ten-year planning period. Examples of projects funded from this source of funds include the new Greensboro Detention Center, Guilford County School and Guilford Technical Community College buildings, and various park facilities.

Debt Management

As the County issues the final bonds authorized in recent referenda, its overall debt balance will grow to approximately $1 billion. The county uses several indicators to evaluate how much and when to issue additional debt. First, North Carolina General Statute 159-55 requires that the net debt of a county not exceed 8% of the appraised value of property subject to taxation. Net debt includes all authorized (issued and unissued) bonded debt and capital lease obligations, less certain deductions. For the fiscal year that ended June 30, 2012, the County’s net debt is equal to approximately 2.44% of the assessed value of taxable property, well below the 8% statutory limit, and its unused debt capacity (the ‘Legal Debt Margin’) is approximately $2.49 billion. These
figures are not expected to change significantly by the end of FY 2012-2013 as no additional bond referenda are planned during the fiscal year.

In addition to the statutory debt limit, the county also considers the following local debt management guidelines:

- General obligation debt service should not exceed 15% of the operating budget;
- General obligation debt issued per capita should not exceed $3,000; and,
- General obligation debt issued as a percentage of assessed property valuation should not exceed 3%.

Because the county is currently projected to exceed one of its internal debt level guidelines during the plan period, additional debt capacity may not be available for several years.
Local Revenues

Local revenues account for $165,055,660 or 32% of Plan revenues. These revenues, which are used to fund all types of Plan projects, help to reduce the county’s reliance on debt financing. These revenues are generated from non-debt sources, such as operating transfers from the General Fund, capital fund balance, investment earnings,
Sewer Projects, acreage user fees, the County’s share of utility revenues, and assessments.

While the amount of local revenues is a significant amount of money, it represents less than one-third of total Plan revenues. A higher percentage of local funding for capital projects (also called “pay-as-you-go” funding) is desirable and would be looked upon favorably by bond rating agencies as it would indicate a reduced reliance on debt to fund infrastructure needs.

**General Fund Transfer**

Historically, the annual transfer from the General Fund for county capital projects has been governed by a plan established in 2001 for annual capital allocations. Because of economic conditions, the annual capital contribution from the General Fund was suspended in FY 2013. To provide enough plan revenues, this contribution must be reinstated in future years (the FY 2013 - 2014 amount is $3.559 million).

In addition to re-establishing the historic General Fund contribution, the CIP relies on an additional annual allocation from general county revenues of roughly three cents of the tax rate to be phased in over the next three fiscal years (one cent per year). Once fully implemented, the General Fund transfer of three cents of the tax rate will provide an additional $13 million to $15 million annually to the CIP.

As the chart above indicates, if the historic General Fund contribution was reinstated and an additional three-cents of the tax rate allocated to major capital needs, the County’s annual contribution would eventually rise to $21.6 million by FY 2022. Over the life of this ten-year CIP, this would generate an additional $140.6 million in pay-as-you-go funding. When added to the projected cash balance in the County Building Construction Fund, this would give the County enough money to pay cash for all future
County projects and reduce the total amount of debt financing required to pay for needs of the school system and community college.

If the historic General Fund contribution is not reinstated and additional General Fund allocations are not initiated, CIP projects in FY 2013 - 2014 and beyond cannot be completed without additional debt funding.

**Federal and State Aid**

Federal and state aid totals $2,108,290 or less than 1% of overall revenues. These revenues are associated with funding from the state for school construction, watershed revenues, and American Recovery and Reinvestment Act (ARRA) stimulus grant funds received for greenway development.

**OPERATING IMPACTS OF PLAN PROJECTS**

In addition to planning for the construction or acquisition cost of new projects, the County must also plan for the increased operating expenses related to new facilities proposed in the CIP. A new Emergency Medical Services base, for instance, will require additional expenses beyond those used to construct the facility. Additional personnel, equipment, and facility expenses will be required to operate the new base. These anticipated expenses are incorporated into the county’s annual operating budget planning process.

An additional 139 full-time positions would be required to staff the CIP projects over the life of the plan. Seventy-seven of these positions are associated with fully staffing the new Greensboro Detention Facility.

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<th>Comments</th>
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<td>FY 2014</td>
<td>To fully staff new GSO Detention Center</td>
</tr>
<tr>
<td>Emergency Services</td>
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<td>FY 2014 - 2017</td>
<td>Staffing for four new bases</td>
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<tr>
<td>Juvenile Detention</td>
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<td>FY 2014 - 2016</td>
<td>Staffing for additional juveniles</td>
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<tr>
<td>Parks &amp; Open Space</td>
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<td>FY 2015</td>
<td>Maintenance for additional trail miles</td>
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<td></td>
<td></td>
<td></td>
<td>139.00</td>
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</table>
Annual estimated operating impacts related to the projects, including additional positions, range from $7.2 million in FY 2013 to $20.8 million in FY 2022 (adjusted for inflation). For FY 2013, some of this expense, like additional utilities and facilities maintenance costs for new or expanded school and community college buildings, will be paid for out of the annual allocation to the school system and community college. Other expenses, like additional Emergency Services positions, would need to be added by the Board as the related projects are implemented.

Assumptions Included in the Plan

- Revenue and expense projections represent the best estimates available at the time the CIP was prepared. The plan is a living document and will be adjusted at least annually to reflect current information.

- Future year figures have been adjusted to account for inflation according to the following schedule which was developed last year for a planned update to the CIP.

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</table>

- Projected revenues from the potential sale of property are estimates only. They do not represent actual offering prices. Should the County decide to sell
property, the final offering price will be determined by market conditions at the time of sale.
## FY 2013 - 2022 Capital Investment Plan Summary by Function
(All Projects - Includes Approved Projects vs. Projects In Previous Plan but Require Approval and / or Additional Action)

### EXPENDITURES

<table>
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<tr>
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<td>-</td>
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### REVENUES

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<th>Miscellaneous</th>
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## FY 2013 - 2022 Capital Investment Plan Summary by Function
(All Projects - Separates Approved Projects vs. Projects In Previous Plan but Require Approval and / or Additional Action)

**EXPENDITURES**

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<td>$92,704</td>
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### Projects that Require Board Approval:

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<td>$30,000,000</td>
<td>$54,000,000</td>
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<tr>
<td>Public Safety</td>
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<td>$12,914,000</td>
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<td>$16,396,000</td>
<td>$954,000</td>
<td>$50,050,000</td>
<td>$23,278,000</td>
<td>$73,328,000</td>
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<tr>
<td>Sub-Total</td>
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<td>$6,954,000</td>
<td>$74,050,000</td>
<td>$53,278,000</td>
<td>$127,328,000</td>
<td></td>
</tr>
</tbody>
</table>

**Total** | $1,423,693,971 | $901,019,057| $259,340,003 | $132,992,530| $47,388,471| $22,488,704| $7,046,704| $469,256,412| $53,418,502| $522,674,914

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## REVENUES

**Board Approved Projects:**

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<tr>
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<td>$2,108,290</td>
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<tr>
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<td>$20,174,928</td>
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<tr>
<td>Sub-Total</td>
<td>$1,296,365,971</td>
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<td>$249,038,003</td>
<td>$114,078,530</td>
<td>$31,904,471</td>
<td>$92,704</td>
<td>$92,704</td>
<td>$395,206,412</td>
<td>$140,502</td>
<td>$395,346,914</td>
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### Projects that Require Board Approval:

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</thead>
<tbody>
<tr>
<td>Appropriated Fund</td>
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<td>$12,914,000</td>
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<td>$954,000</td>
<td>$50,050,000</td>
<td>$23,278,000</td>
<td>$73,328,000</td>
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<tr>
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<td>$24,000,000</td>
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<tr>
<td>Sub-Total</td>
<td>$127,328,000</td>
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<td>$10,302,000</td>
<td>$18,914,000</td>
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<td>$74,050,000</td>
<td>$53,278,000</td>
<td>$127,328,000</td>
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</tbody>
</table>

**Total** | $1,423,693,971 | $901,019,057| $259,340,003 | $132,992,530| $47,388,471| $22,488,704| $7,046,704| $469,256,412| $53,418,502| $522,674,914
## FY 2013 - 2022 Capital Investment Plan Summary by Project
(Projects In Previous Plan but Require Approval and/or Additional Action)

### EXPENDITURES

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<tr>
<td><strong>Public Safety</strong></td>
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<td>$74,050,000</td>
<td>$53,278,000</td>
<td>$127,328,000</td>
</tr>
</tbody>
</table>

### REVENUES

**Projects that Require Board Approval and/or Additional Action:**

<table>
<thead>
<tr>
<th>Appropriated Fund Balance</th>
<th>$176,613,000</th>
<th>$5,270,600</th>
<th>$10,302,000</th>
<th>$12,914,000</th>
<th>$9,484,000</th>
<th>$16,396,000</th>
<th>$954,000</th>
<th>$50,050,000</th>
<th>$23,278,000</th>
<th>$73,328,000</th>
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<tbody>
<tr>
<td>Debt</td>
<td></td>
<td>-</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>-</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reduce New Detention Center</td>
<td>$(19,134,000)</td>
<td>$95,010,700</td>
<td>$(19,134,000)</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>$(19,134,000)</td>
<td>-</td>
<td>$(19,134,000)</td>
</tr>
<tr>
<td>Law Enforcement Parking Deck and Weekend Inmate Fac.</td>
<td>$19,134,000</td>
<td>$(19,134,000)</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>$19,134,000</td>
<td>-</td>
<td>$19,134,000</td>
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<tr>
<td>Miscellaneous</td>
<td>$-</td>
<td>$3,003,700</td>
<td>$-</td>
<td>$6,000,000</td>
<td>$6,000,000</td>
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<td>$30,000,000</td>
<td>$54,000,000</td>
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<tr>
<td><strong>Sub-Total</strong></td>
<td>$230,613,000</td>
<td>$103,285,000</td>
<td>$10,302,000</td>
<td>$18,914,000</td>
<td>$15,484,000</td>
<td>$22,396,000</td>
<td>$6,954,000</td>
<td>$74,050,000</td>
<td>$53,278,000</td>
<td>$127,328,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$230,613,000</td>
<td>$103,285,000</td>
<td>$10,302,000</td>
<td>$18,914,000</td>
<td>$15,484,000</td>
<td>$22,396,000</td>
<td>$6,954,000</td>
<td>$74,050,000</td>
<td>$53,278,000</td>
<td>$127,328,000</td>
</tr>
</tbody>
</table>
### FY 2017 Capital Investment Plan Summary Net Operating Impacts by Project
(All Projects - Includes Approved Projects vs. Projects In Previous Plan but Require Approval and / or Additional Action)

<table>
<thead>
<tr>
<th></th>
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<th></th>
<th></th>
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<th></th>
<th></th>
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<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Public Safety</strong></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EMS Base - Northwest Guilford / I-73 Area</td>
<td>10.00</td>
<td>$1,039</td>
<td>$615,433</td>
<td>$935,008</td>
<td>$635,161</td>
<td>$640,010</td>
<td>$2,826,651</td>
<td>$3,572,355</td>
<td>$6,399,006</td>
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<tr>
<td>EMS Base - Southern Guilford</td>
<td>10.00</td>
<td>$1,978</td>
<td>$411,031</td>
<td>$951,161</td>
<td>$640,010</td>
<td>$2,034,180</td>
<td>$3,582,355</td>
<td>$5,616,535</td>
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</tr>
<tr>
<td>EMS Base - Reedy Fork Area</td>
<td>10.00</td>
<td>$515,978</td>
<td>$627,031</td>
<td>$635,161</td>
<td>$640,010</td>
<td>$2,418,180</td>
<td>$3,878,355</td>
<td>$6,296,535</td>
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<tr>
<td>Juvenile Detention Expansion</td>
<td>26.00</td>
<td>$771</td>
<td>$280,185</td>
<td>$533,962</td>
<td>$763,633</td>
<td>$967,308</td>
<td>$2,545,859</td>
<td>$4,138,140</td>
<td>$6,683,999</td>
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<tr>
<td><strong>Sub-Total</strong></td>
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<td>$1,810</td>
<td>$1,413,574</td>
<td>$2,537,032</td>
<td>$2,985,116</td>
<td>$2,887,338</td>
<td>$9,824,870</td>
<td>$15,171,205</td>
<td>$24,996,075</td>
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</tbody>
</table>

| **Board Approved Projects**                  |                    |                      |         |         |         |         |                      |                      |                      |
| **County Projects**                          |                    |                      |         |         |         |         |                      |                      |                      |
| BB&T Building                                | 0.00               | $172,000             | $512,000| $185,000| $192,000| $198,000| $1,259,000           | $1,105,000           | $2,364,000           |
| New Financial Reporting System               | 0.00               | $33,000              | $33,000 | $34,000 | $35,000 | $135,000| $190,000            | $190,000             | $325,000             |
| **Sub-Total**                                |                    | $172,000             | $545,000| $218,000| $226,000| $233,000| $1,394,000           | $1,295,000           | $2,689,000           |

| **Parks & Open Space**                       |                    |                      |         |         |         |         |                      |                      |                      |
| Open Space Acquisition                       | 0.00               | $-                   | $-      | $11,000 | $34,000 | $35,000 | $80,000              | $190,000             | $270,000             |
| Trails Development                           | 1.00               | $316                 | $67,028 | $67,529 | $67,345 | $202,218| $334,691            | $536,909             |                      |
| **Sub-Total**                                |                    | $316                 | $78,028 | $101,529| $102,345| $282,218| $524,691            | $806,909             |                      |

| **Public Safety**                            |                    |                      |         |         |         |         |                      |                      |                      |
| New Greensboro Detention Facility            | 77.00              | $3,219,999           | $7,835,359| $8,053,068| $8,167,916| $8,260,380| $35,536,722         | $42,826,210          | $78,362,932          |
| Fire / EMS Paging Narrowbanding System       | 0.00               | $51,000              | $52,000 | $39,000 | $35,000 | $265,000| $293,000            | $293,000             | $558,000             |
| EMS Base Station - Rock Creek Drive          | 0.00               | $21,000              | $22,000 | $22,000 | $23,000 | $111,000| $130,000            | $130,000             | $241,000             |
| Northwest EMS Base Station                   | 5.00               | $519                 | $224,717| $724,504| $419,081| $423,505| $1,792,326           | $2,525,177           | $4,317,503           |
| **Sub-Total**                                |                    | $3,292,518           | $8,134,076| $8,852,572| $8,663,997| $8,761,885| $37,705,048         | $45,774,387          | $83,479,435          |

| **Education**                                |                    |                      |         |         |         |         |                      |                      |                      |
| Guilford County Schools                      | 0.00               | $3,828,000           | $4,661,000| $4,750,000| $4,875,000| $5,002,000| $23,116,000         | $27,052,000          | $50,168,000          |
| Guilford Technical Community College         | 0.00               | $1,980               | $2,039,000| $2,104,000| $2,172,000| $8,295,000| $11,933,000         | $11,933,000          | $22,866,000          |
| **Sub-Total**                                |                    | $3,828,000           | $6,641,000| $6,789,000| $6,979,000| $7,174,000| $31,411,000         | $32,985,000          | $64,396,000          |

| **Total**                                    |                    | $7,294,328           | $16,733,966| $18,474,632| $18,955,642| $19,158,568| $80,617,136        | $101,750,283         | $182,367,419         |
## County Building Construction Fund
Ten-Year Estimate of Annual General Fund Contribution & Available Funds

**Amounts adjusted for future cost increases**

<table>
<thead>
<tr>
<th>Current Year</th>
<th>FY 12-13</th>
<th>FY 13-14</th>
<th>FY 14-15</th>
<th>FY 15-16</th>
<th>FY 16-17</th>
<th>Future Years</th>
<th>All Years Total</th>
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</thead>
<tbody>
<tr>
<td></td>
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<td></td>
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<td>FY 18-22</td>
<td></td>
</tr>
<tr>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>FY 13-22</td>
<td></td>
</tr>
</tbody>
</table>

### Beginning Fund Balance (Unaudited)

Inclues all adjustments to existing project ordinances through FY 2012

- **Current Year:**
  - $16,194,479
  - $5,438,337
  - $906,506
  - $7,288,777
  - $9,070,710
- **Future Years:**
  - $218,092,612
  - $256,991,419

### Plus:

- **GF Transfer - Future Capital Needs Schedule**
- **GF Transfer - Addtl Funds - Equivalent of 3 cents, phased in**
- **GF Transfer (Federal Forfeiture Funds from Law Enforcement)**
- **Sale of Property**
- **Fire Tax District (Radio Subscriber Units Reimbursement)**
- **Interest Earnings**

- **Sub-total:** $622,438

### Total Source of Funds

- **Current Year:**
  - $16,816,917
  - $13,820,506
  - $16,772,777
  - $25,466,710
  - $27,413,676
  - $302,498,692

### Less BOC Approved Capital Projects for FY 2013

- **Fire / EMS Paging Systems Narrowbanding Project**
- **Law Enforcement District I**

- **Sub-total:** $1,076,580

### Less Additional / New CIP Allocations from FY 2012 - 2021 (Items without formally approved Capital Project Ordinances):

- **Co-Location with Municipal Fire Departments**
- **EMS Base - Northeast Greensboro / Guilford County (Replacement)**
- **EMS Maintenance & County General Services Facility**
- **EMS Base - Reedy Fork Area**
- **EMS Base - Northwest Guilford / I-73 Area**
- **EMS Base - Southern Guilford**
- **Juvenile Detention Expansion**
- **800 MHz System Upgrade**
- **Radio Subscriber Units Replacement for Existing 800 MHz System**
- **Law Enforcement Parking Deck / Prop. - Sheriff Adm. / Weekend Inmate**
- **Reduce Detention Fac. Proj. To Fund Parking Deck and Weekend Fac.**
- **Emergency Operation Center**
- **New Animal Shelter**
- **Additional Courthouse Space**

- **Sub-total:** $10,302,000

### Total Expenses

- **Current Year:**
  - $11,378,580
  - $12,914,000
  - $9,484,000
  - $16,396,000
  - $954,000

### Ending Fund Balance (Unallocated)

- **Current Year:**
  - $5,438,337
  - $906,506
  - $7,288,777
  - $9,070,710
  - $26,459,676

**Note:** FY 2017-2018, 2018-2019, and 2019-2020 annual GF amount is reduced by the amount needed during FY 2018-2019 and FY 2019-2020 when debt service amount exceeds $20 million. This ensures that sufficient funds are available to pay the debt service on the underlying schedule used to calculate the transfer without additional appropriation from the General Fund.

*Phase in schedule: $0.01 cent in FY 12-13, +$0.01 = $0.02 total in FY 13-14, +$0.01 cent = $0.03 total in FY 14-15 and thereafter.*
**GUILFORD COUNTY BOARD OF COMMISSIONERS**

**MEETING DATE:** 10/18/2012  
**Agenda Item #:** C.2.  
**Agenda Type:** Consent

<table>
<thead>
<tr>
<th>Submitted By</th>
<th>Date</th>
<th>Department</th>
</tr>
</thead>
<tbody>
<tr>
<td>Benjamin Chavis</td>
<td>09/27/2012</td>
<td>Tax</td>
</tr>
<tr>
<td>Gregory French</td>
<td></td>
<td>Tax</td>
</tr>
</tbody>
</table>

**ITEM TO BE CONSIDERED**

**SUBJECT:**

Accept the monthly Tax Department Rebate and Release Reports. A valid defense has been provided by the taxpayer that the tax imposed by the department was invalid and met the criteria of N.C.G.S 105-381 to be rebated or released for the amounts submitted on the attached reports.

**REQUESTED ACTION FOR AGENDA:**

Review and approve the Rebate and Release reports.

**AGENDA COMMENTS**

<table>
<thead>
<tr>
<th>BUDGET ACTION REQUIRED</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>
In compliance with N.C. General Statutes
Chapter 105, Subchapter II

Guilford County Tax Department

Benjamin T. Chavis
Tax Director

Date: October 1, 2012

Attached are TR-107 Adjustments Reports (Rebate/Release request list) that need County Commissioners' approval for the following:

- Registered Motor Vehicle Adjustments/Rebates
- Regular Adjustments/Rebates

Period covered in reports – **September 1, 2012 – September 30, 2012**
Submitted By | Date       | Department
-------------|------------|------------
Benjamin Chavis | 09/27/2012 | Tax        
Gregory French  |            | Tax        

**ITEM TO BE CONSIDERED**

**SUBJECT:**
Accept the monthly Beverage Licenses and Collection Reports. Any business selling beer and/or wine in Guilford County is required to purchase an annual license. Attached is a summary of the businesses who have purchased a license during the past month.

**REQUESTED ACTION FOR AGENDA:**
Review and approve the Beverage Licenses and Collection Reports.

<table>
<thead>
<tr>
<th>AGENDA COMMENTS</th>
<th>BUDGET ACTION REQUIRED</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## Tax Billing & Collections Summary By Month Report

### Report Parameters:
- **Source Type:** RMV
- **Billing Date Start:** 5/1/2012
- **Billing Date End:** 9/28/2012
- **Tax Year:** 2012
- **Tax District:** GREENSBORO
- **Default Sort-By:** Billing Month
- **Grouping:** Tax District
- **Sub-Totals per ‘n’ months:** 12

### Billing Month Summary:

<table>
<thead>
<tr>
<th>Month</th>
<th>Total Taxable</th>
<th>Tax Rate</th>
<th>Tax Levy($)</th>
<th># of Bills</th>
<th>Bill Releases($)</th>
<th>Adj.</th>
<th>Net Payments($)</th>
<th>% Collected</th>
<th>% Growth</th>
</tr>
</thead>
<tbody>
<tr>
<td>May-2012</td>
<td>157,535,344.00</td>
<td>0.6325</td>
<td>1,012,699.66</td>
<td>18389</td>
<td>5,579.44</td>
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<tr>
<td>June-2012</td>
<td>152,438,877.00</td>
<td>0.6325</td>
<td>978,107.46</td>
<td>17227</td>
<td>5,804.70</td>
<td>8,129.15</td>
<td>717,666.66</td>
<td>74.00%</td>
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<tr>
<td>July-2012</td>
<td>159,442,993.00</td>
<td>0.6325</td>
<td>1,019,730.52</td>
<td>17598</td>
<td>3,119.89</td>
<td>8,183.78</td>
<td>661,394.62</td>
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<td>10.00%</td>
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<tr>
<td>August-2012</td>
<td>163,334,998.00</td>
<td>0.6325</td>
<td>1,043,139.15</td>
<td>17509</td>
<td>2,762.65</td>
<td>7,216.25</td>
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<td>14.00%</td>
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<tr>
<td>September-2012</td>
<td>212,250.00</td>
<td>0.6325</td>
<td>1,342.49</td>
<td>18</td>
<td>0.00</td>
<td>0.00</td>
<td>61.04</td>
<td>5.00%</td>
<td>-100.00%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>632,964,462.00</strong></td>
<td><strong>4,055,019.28</strong></td>
<td><strong>70741</strong></td>
<td><strong>17,266.68</strong></td>
<td><strong>34,305.08</strong></td>
<td><strong>2,603,827.45</strong></td>
<td><strong>64.49%</strong></td>
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</table>

**Date run:** 10/2/2012 1:42:57 PM
**Data as of:** 10/2/2012 2:28:56 AM
### TR-302 Tax Billing & Collections Summary By Month Report

**NCPTS V4**

**Report Parameters:**
- **Source Type:** RMV
- **Billing Date Start:** 5/1/2012
- **Billing Date End:** 9/28/2012
- **Tax Year:** 2012
- **Tax District:** GUILFORD
- **Default Sort-By:** Billing Month
- **Levy Type:** TAX
- **Grouping:** Tax District
- **Sub-Totals per 'n' months:** 12

<table>
<thead>
<tr>
<th>Billing Month</th>
<th>Total Taxable</th>
<th>Tax Rate</th>
<th>Tax Levy($)</th>
<th># of Bills</th>
<th>Bill Releases($)</th>
<th>Adj.</th>
<th>Net Payments($)</th>
<th>% Collected</th>
<th>% Growth</th>
</tr>
</thead>
<tbody>
<tr>
<td>May-2012</td>
<td>310,208,296.00</td>
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<td>2,483,807.18</td>
<td>37753</td>
<td>15,367.63</td>
<td>43,394.88</td>
<td>1,921,691.96</td>
<td>78.00%</td>
<td>6.00%</td>
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<tr>
<td>June-2012</td>
<td>298,979,326.00</td>
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<td>2,386,917.90</td>
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<td>13,330.96</td>
<td>35,242.77</td>
<td>1,778,097.45</td>
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<td>4.00%</td>
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<td>July-2012</td>
<td>316,956,889.00</td>
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<td>2,508,553.80</td>
<td>36538</td>
<td>10,116.62</td>
<td>19,667.02</td>
<td>1,653,845.86</td>
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<td>11.00%</td>
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<tr>
<td>August-2012</td>
<td>321,376,659.00</td>
<td>0.7824</td>
<td>2,538,407.69</td>
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<td>6,913.56</td>
<td>17,903.30</td>
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<td>9,684.37</td>
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<td>31.53</td>
<td>1,393.55</td>
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<td>-100.00%</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>1,248,755,170.00</strong></td>
<td><strong>0.7824</strong></td>
<td><strong>9,927,370.94</strong></td>
<td><strong>146182</strong></td>
<td><strong>45,728.77</strong></td>
<td><strong>116,239.50</strong></td>
<td><strong>6,497,475.53</strong></td>
<td><strong>65.75%</strong></td>
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Date run: 10/2/2012 1:39:14 PM
Data as of: 10/2/2012 2:28:56 AM
### TR-302 Tax Billing & Collections Summary By Month Report

**Tax Year:**
- 376,498.02 [74.00%] [5.00%]
- 357,074.50 [70.00%] [2.00%]
- 381,800.00 [62.00%] [13.00%]
- 378,005.12 [42.00%] [6.00%]
- 705.78 [7.00%] [-100.00%]

**Date run:** 10/2/2012 1:45:21 PM
**Data as of:** 10/2/2012 2:28:56 AM

**Report Parameters:**
- **Billing Date Start:** 5/1/2012
- **Billing Date End:** 9/28/2012
- **Tax Year:** 2012
- **Tax District:** HIGH POINT
- **Source Type:** RMV
- **Levy Type:** TAX
- **Billing Month:**
- **Default Sort-By:** Billing Month
- **Grouping:** Tax District
- **Sub-Totals per ’n’ months:** 12

<table>
<thead>
<tr>
<th>Billing Month</th>
<th>Total Taxable</th>
<th>Tax Rate</th>
<th>Tax Levy($)</th>
<th># of Bills</th>
<th>Bill Releases($)</th>
<th>Adj.</th>
<th>Net Payments($)</th>
<th>% Collected</th>
<th>% Growth</th>
</tr>
</thead>
<tbody>
<tr>
<td>May-2012</td>
<td>55,984,771.00</td>
<td>0.662</td>
<td>376,498.02</td>
<td>7129</td>
<td>3,409.46</td>
<td>3,540.69</td>
<td>277,041.04</td>
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<td>5.00%</td>
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<tr>
<td>June-2012</td>
<td>53,217,878.00</td>
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<td>357,074.50</td>
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<td>1,900.37</td>
<td>3,506.75</td>
<td>250,096.38</td>
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<tr>
<td>July-2012</td>
<td>56,880,416.00</td>
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<td>381,800.00</td>
<td>6681</td>
<td>2,527.63</td>
<td>3,536.80</td>
<td>235,202.68</td>
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<td>13.00%</td>
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<tr>
<td>August-2012</td>
<td>56,262,247.00</td>
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<td>378,005.12</td>
<td>6537</td>
<td>1,154.11</td>
<td>4,776.95</td>
<td>159,331.47</td>
<td>42.00%</td>
<td>6.00%</td>
</tr>
<tr>
<td>September-2012</td>
<td>106,090.00</td>
<td>0.662</td>
<td>705.78</td>
<td>13</td>
<td>0.00</td>
<td>0.00</td>
<td>50.51</td>
<td>7.00%</td>
<td>-100.00%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>222,451,402.00</strong></td>
<td><strong>1,494,083.42</strong></td>
<td><strong>26951</strong></td>
<td><strong>8,991.57</strong></td>
<td><strong>15,361.19</strong></td>
<td><strong>921,722.08</strong></td>
<td><strong>62.06%</strong></td>
<td></td>
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## Report Parameters:

- **Billing Date Start:** 5/1/2012
- **Billing Date End:** 9/28/2012
- **Tax Year:** 2012
- **Tax District:** JAMESTOWN
- **Default Sort-By:** Billing Month
- **Grouping:** Tax District
- **Sub-Totals per 'n' months:** 12
- **Source Type:** RMV

## Report Content:

<table>
<thead>
<tr>
<th>Billing Month</th>
<th>Total Taxable</th>
<th>Tax Rate</th>
<th>Tax Levy($)</th>
<th># of Bills</th>
<th>Bill Releases($)</th>
<th>Adj.</th>
<th>Net Payments($)</th>
<th>% Collected</th>
<th>% Growth</th>
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<tbody>
<tr>
<td>May-2012</td>
<td>2,624,858.00</td>
<td>0.39</td>
<td>10,289.39</td>
<td>274</td>
<td>22.68</td>
<td>29.60</td>
<td>9,634.44</td>
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<td>-5.00%</td>
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<tr>
<td>June-2012</td>
<td>3,195,561.00</td>
<td>0.39</td>
<td>12,596.02</td>
<td>319</td>
<td>0.00</td>
<td>133.11</td>
<td>11,109.85</td>
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<td>1.00%</td>
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<tr>
<td>July-2012</td>
<td>3,285,689.00</td>
<td>0.39</td>
<td>12,888.40</td>
<td>332</td>
<td>31.36</td>
<td>42.63</td>
<td>9,805.62</td>
<td>76.00%</td>
<td>22.00%</td>
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<tr>
<td>August-2012</td>
<td>2,714,162.00</td>
<td>0.39</td>
<td>10,637.90</td>
<td>288</td>
<td>23.82</td>
<td>26.06</td>
<td>5,655.14</td>
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<td>September-2012</td>
<td>2,980.00</td>
<td>0.39</td>
<td>11.62</td>
<td>1</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00%</td>
<td>-100.00%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>11,823,250.00</strong></td>
<td><strong>46,423.33</strong></td>
<td><strong>1214</strong></td>
<td><strong>77.86</strong></td>
<td><strong>231.40</strong></td>
<td></td>
<td><strong>36,205.05</strong></td>
<td><strong>78.12%</strong></td>
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## Report Parameters:

<table>
<thead>
<tr>
<th>Parameter</th>
<th>Value</th>
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<tbody>
<tr>
<td>Tax District</td>
<td>ALL</td>
</tr>
<tr>
<td>Billing Date Start</td>
<td>9/1/2012</td>
</tr>
<tr>
<td>Billing Date End</td>
<td>9/28/2012</td>
</tr>
<tr>
<td>Source Type</td>
<td>BEV</td>
</tr>
<tr>
<td>Tax Year</td>
<td>2012</td>
</tr>
<tr>
<td>Source System</td>
<td>ALL</td>
</tr>
<tr>
<td>Default Sort-By</td>
<td>Tax District, Source Type</td>
</tr>
<tr>
<td>Grouping</td>
<td>Tax Year, Tax District</td>
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</table>

## Source Type Summary

<table>
<thead>
<tr>
<th>Source Type</th>
<th># of Bills</th>
<th>Original Bill Amount($)</th>
<th>Release Amount($)</th>
<th>Amount Paid($)</th>
<th>Current Due($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>GUILFORD</td>
<td>8</td>
<td>1,170.00</td>
<td>0.00</td>
<td>920.00</td>
<td>250.00</td>
</tr>
<tr>
<td>Subtotal</td>
<td>8</td>
<td>1,170.00</td>
<td>0.00</td>
<td>920.00</td>
<td>250.00</td>
</tr>
<tr>
<td>Total</td>
<td>8</td>
<td>1,170.00</td>
<td>0.00</td>
<td>920.00</td>
<td>250.00</td>
</tr>
</tbody>
</table>
# TR-401C Net Collections Report

**Date run:** 10/2/2012 1:11:06 PM  
**Data as of:** 10/1/2012 11:40:03 PM

## Report Parameters:
- **Date Sent to Finance Start:** Min - September 1, 2012  
  **Date Sent to Finance End:** Max - September 28, 2012  
- **Abstract Type:** BUS,IND,PUB,REI
- **Tax District:** GUILFORD
- **Levy Type:** TAX
- **Tax Year:** 2012
- **Year For:** 1978-2012
- **Default Sort-By:** Tax Year
- **Grouping:** Tax District, Levy Type
- **Collapse Districts:** N

## Fiscal Year Activity from July 1, 2012 to September 28, 2012

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
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<th></th>
<th></th>
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<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Additional</td>
<td>Collection Fee</td>
<td>% Coll.</td>
<td>% Uncoll.</td>
<td>Additional</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TAX DISTRICT: GUILFORD</td>
<td>LEVY TYPE: TAX</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2012</td>
<td>321,277,012.47</td>
<td>1,041,053.48</td>
<td>2,090,956.40</td>
<td>395,910.32</td>
<td>319,380,198.72</td>
<td>206,741,372.94</td>
<td>112,638,825.78</td>
<td>20,693,346.53</td>
<td>83,008.55</td>
<td>169,886.09</td>
<td>53,136.75</td>
</tr>
<tr>
<td>Sub.</td>
<td></td>
<td></td>
<td></td>
<td>839,285.81</td>
<td>0.00</td>
<td>64.73 %</td>
<td>35.27 %</td>
<td></td>
<td>20,693,346.53</td>
<td>83,008.55</td>
<td>169,886.09</td>
</tr>
<tr>
<td>Total</td>
<td>321,277,012.47</td>
<td>1,041,053.48</td>
<td>2,090,956.40</td>
<td>395,910.32</td>
<td>319,380,198.72</td>
<td>206,741,372.94</td>
<td>112,638,825.78</td>
<td>20,693,346.53</td>
<td>83,008.55</td>
<td>169,886.09</td>
<td>53,136.75</td>
</tr>
</tbody>
</table>

**Collection Fee:** 64.73 %  
**% Uncoll.:** 35.27 %  
**Unpaid Balance:** 29,027.80
TR-401C Net Collections Report

Date run: 10/2/2012 1:26:49 PM
Data as of: 10/1/2012 11:40:03 PM

Report Parameters:
Date Sent to Finance Start: Min - September 1, 2012
Date Sent to Finance End: Max - September 28, 2012
Abstract Type: BUS,IND,PUB,REI
Tax District: HIGH POINT
Levy Type: TAX
Tax Year: 2012
Year For: 1978-2012
Collapse Districts: N
Default Sort-By: Tax Year
Grouping: Tax District, Levy Type

<table>
<thead>
<tr>
<th>Fiscal Year Activity from July 1, 2012 to September 28, 2012</th>
<th>Activity from September 1, 2012 to September 28, 2012</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Tax Year</strong></td>
<td><strong>Orig. Billed Amt ($)</strong></td>
</tr>
<tr>
<td>TAX DISTRICT: HIGH POINT</td>
<td>LEVY TYPE: TAX</td>
</tr>
<tr>
<td>2012</td>
<td>52,017,585.53</td>
</tr>
<tr>
<td></td>
<td>57,606.00</td>
</tr>
<tr>
<td>Sub.</td>
<td>52,017,585.53</td>
</tr>
<tr>
<td></td>
<td>57,606.00</td>
</tr>
<tr>
<td>Total</td>
<td>52,017,585.53</td>
</tr>
<tr>
<td></td>
<td>57,606.00</td>
</tr>
</tbody>
</table>
### Fiscal Year Activity from July 1, 2012 to September 28, 2012

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
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<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td>1,412,203.69</td>
<td>669.16</td>
<td>9,316.66</td>
<td>3,563.32</td>
<td>1,405,781.19</td>
<td>945,265.44</td>
<td>460,515.75</td>
<td>57,851.16</td>
<td>0.00</td>
<td>367.24</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Sub.</td>
<td>1,412,203.69</td>
<td>669.16</td>
<td>9,316.66</td>
<td>3,563.32</td>
<td>1,405,781.19</td>
<td>945,265.44</td>
<td>460,515.75</td>
<td>57,851.16</td>
<td>0.00</td>
<td>367.24</td>
<td>0.00</td>
<td>0.00</td>
</tr>
</tbody>
</table>

**Tax District:** JAMESTOWN  
**Levy Type:** TAX

### Activity from September 1, 2012 to September 28, 2012

<table>
<thead>
<tr>
<th>Year</th>
<th>Amt Collect. ($)</th>
<th>Abs. Adj ($)</th>
<th>Bill Releases ($)</th>
<th>Disc. Levy ($)</th>
<th>Additional</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td>57,851.16</td>
<td>0.00</td>
<td>367.24</td>
<td>0.00</td>
<td>0.00</td>
</tr>
</tbody>
</table>

**Year:** 1978-2012

**Collapse Districts:** N

**Tax Year:** 2012

**Grouping:** Tax District, Levy Type

**Default Sort-By:** Tax Year
**TR-401C Net Collections Report**

**Report Parameters:**
- **Date Sent to Finance Start:** Min - September 1, 2012
- **Date Sent to Finance End:** Max - September 28, 2012
- **Abstract Type:** BUS,IND,PUB,REI
- **Tax District:** GREENSBORO
- **Levy Type:** TAX
- **Tax Year:** 2012
- **Year For:** 1978-2012
- **Collapse Districts:** N
- **Default Sort-By:** Tax Year
- **Grouping:** Tax District, Levy Type

**Fiscal Year Activity from July 1, 2012 to September 28, 2012**

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>2012</td>
<td>142,310,626.52</td>
<td>608,480.21</td>
<td>940,084.91</td>
<td>176,242.06</td>
<td>141,432,898.11</td>
<td>92,340,279.93</td>
<td>49,092,618.18</td>
<td>10,179,992.94</td>
<td>37,641.93</td>
<td>85,889.66</td>
<td>870.01</td>
<td>494,594.65</td>
</tr>
<tr>
<td>Sub.</td>
<td>142,310,626.52</td>
<td>608,480.21</td>
<td>940,084.91</td>
<td>176,242.06</td>
<td>141,432,898.11</td>
<td>92,340,279.93</td>
<td>49,092,618.18</td>
<td>10,179,992.94</td>
<td>37,641.93</td>
<td>85,889.66</td>
<td>870.01</td>
<td>6,799.27</td>
</tr>
<tr>
<td>Total</td>
<td>142,310,626.52</td>
<td>608,480.21</td>
<td>940,084.91</td>
<td>176,242.06</td>
<td>141,432,898.11</td>
<td>92,340,279.93</td>
<td>49,092,618.18</td>
<td>10,179,992.94</td>
<td>37,641.93</td>
<td>85,889.66</td>
<td>870.01</td>
<td>6,799.27</td>
</tr>
</tbody>
</table>
## ITEM TO BE CONSIDERED

### SUBJECT:

Hold Public Hearing on North Carolina Department of Transportation 2011-12 Secondary Road Construction Program

### REQUESTED ACTION FOR AGENDA:

Hold Public Hearing on the North Carolina Department of Transportation's 2011-12 Secondary Road Construction Program for Guilford County.

### AGENDA COMMENTS | BUDGET ACTION REQUIRED
Mr. Melvin Alston, Chair  
Guilford County Commissioners  
P. O. Box 3427  
Greensboro, NC 27402  

Dear Mr. Alston:  

Attached is the proposed 2011 - 2012 Secondary Road Construction Program for  
Guilford County. Please make this information available to the other Commissioners.  

We are looking forward to meeting with the County Commissioners on Thursday,  
October 18, 2012.  

Sincerely,  

[Signature]  

J. M. Mills, P.E.  
DIVISION ENGINEER  

cc: Mike Fox, Board of Transportation w/atta.  
Brenda Jones-Fox, County Manager w/atta.  
Betty Garrett, Interim Department Director, w/atta.  
Effie Varitimidis, Clerk, w/atta.  
Darrell Ferguson, District Engineer
North Carolina Department of Transportation  
Secondary Roads Construction Program  

GUILFORD COUNTY

2011-12 Available Funds  
Highway Fund $1,347,000  
Trust Fund $1,780,000  
Total $3,127,000

I. Paving Unpaved Roads

Programmed Paving Goal: 1.80 Miles

A. Rural Paving Priority

<table>
<thead>
<tr>
<th>Map No.</th>
<th>Priority No.</th>
<th>SR No.</th>
<th>Length (Mi.)</th>
<th>Road Name and Description</th>
<th>Est. Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>21</td>
<td>3379</td>
<td>0.12</td>
<td>Hemphill Road from NC 62 to End of Maintenance</td>
<td>$60,000</td>
</tr>
<tr>
<td>2</td>
<td>22</td>
<td>2020</td>
<td>0.15</td>
<td>Union Grove Road (South) from NC 150 to End of Maintenance</td>
<td>$75,000</td>
</tr>
<tr>
<td>3</td>
<td>23</td>
<td>1350</td>
<td>0.20</td>
<td>Whites Road from Bales Chapel Rd (SR 1349) to End of Maintenance</td>
<td>$80,000</td>
</tr>
<tr>
<td>4</td>
<td>24</td>
<td>3366</td>
<td>0.33</td>
<td>Canova Road from End of Maintenance to End of Maintenance off Bali Rd (SR 3365)</td>
<td>$132,000</td>
</tr>
<tr>
<td>5</td>
<td>25</td>
<td>3444</td>
<td>0.52</td>
<td>Mersey Road from Randleman Rd (SR 1007) to End of Maintenance</td>
<td>$208,000</td>
</tr>
<tr>
<td>6</td>
<td>26</td>
<td>3365</td>
<td>0.48</td>
<td>Bali Road from Phillipi Road (SR 3361) to Canova Road (SR 3366)</td>
<td>$192,000</td>
</tr>
</tbody>
</table>

Total Miles 1.80  
Subtotal $747,000

* Rural Paving Alternates

<table>
<thead>
<tr>
<th>Map No.</th>
<th>Priority No.</th>
<th>SR No.</th>
<th>Length (Mi.)</th>
<th>Road Name and Description</th>
<th>Est. Cost</th>
</tr>
</thead>
</table>

* In the event that any roads in priority have to be placed on the "Hold List" due to unavailable right of way or environmental review, or if additional funding becomes available, funds will be applied to the roads listed in priority order in the paving alternate list.

B. Subdivision Paving Priority

<table>
<thead>
<tr>
<th>Map No.</th>
<th>Priority No.</th>
<th>SR No.</th>
<th>Length (Mi.)</th>
<th>Road Name and Description</th>
<th>Estimated Cost</th>
</tr>
</thead>
</table>


**Subdivision Paving Alternates**

<table>
<thead>
<tr>
<th>Map No.</th>
<th>Priority No.</th>
<th>SR No.</th>
<th>Length (Mi.)</th>
<th>Road Name and Description</th>
<th>Est. Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* In the event that any roads in priority have to be placed on the “Hold List” due to unavailable right of way or environmental review, or if additional funding becomes available, funds will be applied to the roads listed in priority order in the paving alternate list.

**II. General Secondary Road Improvements**

**A. Paved Road Improvements**

<table>
<thead>
<tr>
<th>Map No.</th>
<th>SR No.</th>
<th>Project Description</th>
<th>Est. Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>7</td>
<td>2770</td>
<td>Widen and resurface SR 2770 (Huffine Mill Road) from SR 2795 (Huffine Farm Road) to NC 61 (5.34 miles)</td>
<td>$1,100,000</td>
</tr>
<tr>
<td>8</td>
<td>2136</td>
<td>Widen and resurface SR 2136 (Fleming Road) from Inman Road to SR 2133 (Pleasant Ridge Road) (2.36 miles)</td>
<td>$475,000</td>
</tr>
<tr>
<td>9</td>
<td>2124</td>
<td>Widen and resurface SR 2124 (Lewiston Road) from SR 2136 (Fleming Road) to SR 2133 (Pleasant Ridge Road) (2.41 miles)</td>
<td>$500,000</td>
</tr>
<tr>
<td>10</td>
<td>2046</td>
<td>Widen and resurface SR 2046 (Ellisboro Road) from NC 65 to the Rockingham County Line (0.8 miles)</td>
<td>$225,000</td>
</tr>
</tbody>
</table>

**Subtotal** $2,300,000

**B. Unpaved Road Spot Improvements**

<table>
<thead>
<tr>
<th>Map No.</th>
<th>SR No.</th>
<th>Project Description</th>
<th>Est. Cost</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Map No.</th>
<th>SR No.</th>
<th>Project Description</th>
<th>Est. Cost</th>
</tr>
</thead>
</table>

**III. Trust Fund Safety Improvements (GS 136-182)**

<table>
<thead>
<tr>
<th>Map No.</th>
<th>SR No.</th>
<th>Project Description</th>
<th>Est. Cost</th>
</tr>
</thead>
</table>

**IV. Funds reserved for surveying, right of way acquisition, road additions, contingencies, overdrafts, and paving entrances to certified fire departments, rescue squads, etc.**

**Subtotal** $80,000

**GRAND TOTAL** $3,127,000
SUBJECT:

Guilford County Animal Control may deem an animal Dangerous or Vicious if the animal, whose behavior constitutes a risk of injuring a human or domestic animal or which, by nature, is commonly accepted as dangerous or non-domesticated. Such behavior includes, but is not limited to, the animal's biting or attacking or attempting to bite or attack any person or other domestic animal.

The following criteria will be used in identifying an animal that is attacking or attempting to attack:

1. Any animal which, when unprovoked, chases or approaches a person upon the streets, sidewalks, or any public or private property in a menacing fashion or apparent attitude of attack.
2. Any animal with a known propensity, tendency, or disposition to attack unprovoked, to cause injury, or to otherwise threaten the safety of human beings or domestic animals.
3. Any animal owned or harbored primarily or in part for the purpose of fighting or any animal trained for fighting.
4. An animal shall not be deemed dangerous solely because it bites, attacks, or menaces:
   a. Anyone assaulting the owner or trespassing upon the property of the owner;
   b. Any person or other animal that has tormented or abused it; or
   c. While protecting or defending its young

REQUESTED ACTION FOR AGENDA:

Guilford County Animal Control is asking for the board to approve the revisions to Section 5-12 "Dangerous or Vicious Animal Restricted" which will allow the panel that hears the appeal more flexibility in the requirements for an enclosure. Presently the enclosure required is very specific and expensive and may not be warranted for all animals deemed dangerous or vicious. The ordinance revision would allow the panel to fit the enclosure to the needs of the animal.

The ordinance revision would also allow the panel to deem some animals to be euthanized immediately due to the aggressive, severe attack.
Chapter 5

ANIMALS*

*Editors Note: An ordinance enacted Jan. 4, 1995, deleted and replaced provisions formerly set out as Ch. 5, Animals, which provisions derived from an ordinance of April 16, 1984, §§ 21--27; and an ordinance enacted Feb. 5, 1990, §§ 55--55-6. Provisions of the Jan. 1995, ordinance set out as § 5-35 and providing for its effective date and repealing former Ch. 5 have not been included herein at the editor's discretion.

Cross References: Motor vehicles and traffic, ch. 12; parks and recreation, ch. 13; animals running at large in parks, § 13-6; catching, killing, etc., animals in parks, § 13-7.

State Law References: Livestock, G.S. 68-15 et seq.; animal diseases, G.S. 106-304 et seq.; authority of county to define and prohibit the abuse of animals, G.S. 153A-127; authority of county to levy taxes to support animal protection and control programs, G.S. 153A-149(c)(6); annual license tax on keeping dogs and other pets throughout county, G.S. 153A-153.

Article I. In General

Sec. 5-1. Definitions.
Sec. 5-2. Territorial application.
Sec. 5-3. General duties of animal control.
Sec. 5-4. Regulation of high volume breeders and retailers.
Sec. 5-5. Additional requirements for dog breeders and dog retailers who are maintaining facilities in violation of this chapter.
Sec. 5-6. Interference or concealment.
Sec. 5-7. General duties of keepers/owners of animals.
Sec. 5-8. Bird sanctuaries.
Sec. 5-9. Animals running at large prohibited.
Sec. 5-10. Public nuisances prohibited.
Sec. 5-11. Confinement and control of inherently dangerous mammals.
Sec. 5-12. Dangerous or vicious animals restricted.
Sec. 5-13. Animal fighting and baiting prohibited.
Sec. 5-14. Mistreatment of animals prohibited.
Sec. 5-15. Cruel treatment prohibited.
Sec. 5-16. Notice in case of injury.
Sec. 5-17. Destruction of animals that cannot be seized by reasonable means,
Sec. 5-18. Setting humane animal traps and authority to receive trapped animals.
Sec. 5-19. Impoundment.
Sec. 5-20. Procedure with respect to redemption of unvaccinated animal.
Sec. 5-21. Humane euthanasia of wounded of diseased animals.
Sec. 5-22. Handling of stray animals by the public.
Sec. 5-23. Security dogs.
Sec. 5-24. Relation to hunting laws, Sec. 5-23. Wild animals.
Sec. 5-25. Wild animals.
Sec. 5-26. Exotic animals.
Sec. 5-27. Penalties.
Sec. 5-28. Severability.
Sec. 5-29. Reserved.

Article II. Rabies Control

Sec. 5-30. Compliance with state rabies laws supplemental to state rabies laws.
Sec. 5-31. Vaccination of dogs, cats, and other pets.
Sec. 5-32. Vaccination tag and certificate.
Sec. 5-33. Report and confinement of animals biting persons or showing symptoms of rabies.
Sec. 5-34. Destruction or confinement of animal bitten by a known rabid animal.
Sec. 5-35. Area-wide emergency quarantine.
Sec. 5-36. Postmortem diagnosis.
Sec. 5-37. Unlawful killing, releasing, etc., of certain animals.
ARTICLE III. Breeder/Litter Permits

Sec. 5-43. Breeding permit/fee;

ARTICLE I.

IN GENERAL

Sec. 5-1. Definitions.

In the construction of this article, the following definitions shall be observed:

Adequate exercise or exercise: The opportunity for the animal to move sufficiently to maintain normal muscle tone and mass for the age, species, size, and condition of the animal.

Adequate shelter: Provision of and access to shelter that is suitable for the species, age, condition, size and type of each animal; provides adequate space for each animal; is safe and protects each animal from injury, rain, sleet, snow, hail, direct sunlight, and the adverse effects of heat or cold, physical suffering, and impairment of health; is properly cleaned; enables each animal to be clean and dry, except when detrimental to the species; and for dogs and cats, provides a solid surface, resting platform, pad, floor mat or similar devices that is large enough for the animal to lie on in a normal manner and can be maintained in a sanitary manner. Under this chapter, shelter whose wire grid, or slat floors which (i) permit the animals’ feet to pass through the openings, (ii) sag under the animal’s weight, or (iii) otherwise do not protect the animals’ feet or toes from injury are not adequate shelter.

Adequate space: Sufficient space to allow each animal to (i) easily stand, sit, lie, turn about, and make all other normal body movements in a comfortable, normal position for the animal and (ii) interact safely with other animals in the enclosure. Birds must be provided with adequate perches appropriate to the species which allow the bird to stand completely upright without having any head contact with the ceiling of the cage and any tail contact with the floor or grate of the cage. Cages must be sufficient size to allow the bird to fully extend it wings. When freedom of movement would endanger the animal, temporarily and appropriately restricting movement of the animal according to professionally accepted standards for the species is considered provision of adequate space.

Ambient temperature: The temperature surrounding the animal.

Animal: Every living creature, domestic or nondomestic, but does not include humans and does not include invertebrates.

Animal control: The animal control component of the agency which includes the animal control function for the jurisdiction, however denominated.

Animal control officers: Any animal control officer employed by the jurisdiction.

Animal control supervisor: The officer or employee placed in supervision of the animal control officers and activities of the jurisdiction. In Guilford County the animal control supervisor is the animal shelter
director or designee.

_Anisal cruelty investigators:_ All persons appointed by the board of county commissioners as county animal cruelty investigators under G.S. chapter 19A.

_Animal shelter:_ The animal shelter operated and maintained by Guilford County for the purpose of impounding animals under the authority of this chapter or the General Statutes of North Carolina for the care, confinement, return to owner, adoption, or humane euthanasia.

_At large:_ Refers to an animal that is not in an enclosure or is otherwise not under physical control or is not under the control of the owner or other responsible person by means of a leash, cord, or chain.

_Cat:_ A domestic feline of either sex.

_Dangerous or vicious animal:_ Any animal, whose behavior constitutes a risk of injuring a human or domestic animal or which, by nature, is commonly accepted as dangerous or non-domesticated. Such behavior includes, but is not limited to, the animal's biting or attacking or attempting to bite or attack any person or other domestic animal. The following criteria will be used in identifying an animal that is attacking or attempting to attack:

1. Any animal which, when unprovoked, chases or approaches a person upon the streets, sidewalks, or any public or private property in a menacing fashion or apparent attitude of attack.
2. Any animal with a known propensity, tendency, or disposition to attack unprovoked, to cause injury, or to otherwise threaten the safety of human beings or domestic animals.
3. Any animal owned or harbored primarily or in part for the purpose of fighting or any animal trained for fighting.
4. An animal shall not be deemed dangerous solely because it bites, attacks, or menaces:
   a. Anyone assaulting the owner or trespassing upon the property of the owner;
   b. Any person or other animal that has tormented or abused it; or
   c. While protecting or defending its young.

_Department:_ The Guilford County Animal Shelter.

_Dog:_ A domestic canine of either sex.

_Domestic Animal:_ Any of various animals such as horses, sheep, cattle, goats, hogs, poultry and the like, domesticated by humans so as to live and breed in a tame condition.

_Exotic or wild animal:_ An animal that would ordinarily be confined to a zoo; one that would ordinarily be found in the wilderness of this or any other country; one that is a species of animal not indigenous to the United States or to North America; or one that otherwise is likely to cause a reasonable person to be
fearful of significant destruction of property or of bodily harm, and the latter includes, but is not limited to, monkeys, raccoons, squirrels, venomous reptiles and other such animals. Such animals are further defined as being those mammals or non-venomous reptiles weighing over 20 pounds at maturity, which are known at law as free nature. Exotic or wild animals specifically do not include animals of a species customarily used in the state as ordinary household pets, animals of a species customarily used in the state as domestic farm animals, fish confined in an aquarium other than piranha, birds, or insects.

Exposed to rabies: Any animal or human bitten by or exposed to any animal known or suspected to have been infected with rabies.

Harboring an animal: An animal shall be deemed to be harbored if it is fed or sheltered seven days or more, unless the animal is being boarded for a fee.

Harsh weather conditions: Conditions of extreme temperature and/or perception, and including exposure to sunlight, which may cause a risk of harm to an animal subjected to prolonged exposure without receiving shelter.

High-volume dog breeder: Any breeder who, during any calendar year maintains more than seven (7) or more intact female dogs. A veterinarian who provides whelping services within a veterinarian-client-patient relationship, and has no ownership interest in the bitch, is not included in this definition.

High-volume dog retailer: Any person who sells, resells or transfers ownership of more than fifty (50) dogs during any calendar year, including sale, resale and transfer of dogs to pet stores, breeders, kennels and dealers, and sale, resale, and transfer that occur via the Internet.

Inherently dangerous mammal: Any live member of the canidae, felidae or ursidae families, including hybrids thereof, which, due to their inherent nature, may be considered dangerous to humans and which include:

(1) Canidae, including any member of the dog (canid) family not customarily domesticated by man, or any hybrids thereof, including wolf hybrids which are a cross between a wolf and a domestic dog, but not including domestic dogs (Canis Familiaris).

(2) Felidae, including any member of the cat family weighing over 15 pounds not customarily domesticated by man, or any hybrids thereof, but not including domestic cats (Felis catus).

(3) Ursidae, including any member of the bear family, or any hybrids thereof.

Impounded: Any animal which is received into custody by any employee of Animal Control.

Incorporated area: On property within the City of High Point, within the City of Greensboro, or within the Town of Jamestown. This term shall also apply to area within the corporate limits of any town or municipality in Guilford County if the governing body of such town or municipality adopts a resolution indicating that it is to be treated as an incorporated area under this chapter.

Keeper: A person having custody of an animal or who keeps or harbors an animal or who knowingly permits an animal to remain on or about any premises occupied or controlled by such person.
Manager: The manager of the jurisdiction or his/her designee.

Neutered male: Any male dog or cat which has been rendered sterile by a surgical procedure.

Outside enclosure: A pen large enough to provide each dog less than 25 pounds with a kennel of at least 3 feet x 10 feet in size, and each dog 25 pounds or greater with a kennel of at least 5 feet x 10 feet in size. Animal Control services reserves the right to determine if a space is considered suitable for the number and size of dogs housed in an outdoor enclosure.

Owner: Any person, group of persons, firm, partnership, corporation, organization, association owning, keeping or any person having charge of, sheltering, feeding, harboring, or taking care of for seven or more consecutive days unless the animal is being boarded for a fee. The owner is responsible for the care, actions and behavior of his animals.

Properly cleaned: Carcasses, debris, food waste, excrement and standing water or liquid wastes are removed from the shelter or enclosure with sufficient frequency to minimize the animal’s contact with the above-mentioned contaminants and keep the shelter or enclosure in a sanitary condition reasonably free of disease-causing agents and odors offensive to the public; and the shelter or enclosure is cleaned so as to prevent the animals confined therein from being directly or indirectly sprayed with any stream of water, or directly or indirectly exposed to hazardous chemicals or disinfectants.

Properly lighted: When referring to a facility, sufficient illumination to permit routine inspections, maintenance, cleaning, and housekeeping of the facility, and observation of the animals; to provide regular diurnal lighting cycles of either natural or artificial light, uniformly diffused throughout the facility; and to promote the well-being of the animals. When referring to a private residential dwelling and its surrounding grounds, properly lighted means sufficient illumination to permit routine maintenance and cleaning therefore, and observation of companion animals; and to provide regular diurnal lighting cycles of either natural or artificial light to promote the well-being of the animals.

Public health director: The director of the Guilford County Department of Public Health.

Restraint: An animal is under restraint if it is under sufficient physical restraint such as a leash, cage, bridle, or similar effective and humane device which restrains and controls the animal, or within a vehicle, or adequately contained by a fence on the premises, or an invisible fence or other secure enclosure. If any animal is restrained by a chain, leash or similar restraint, it shall be designed and placed to prevent choking or strangulation. Such chain or restraint shall not be less than ten feet in length and either on a swivel designed to prevent the animal from choking or strangling itself, or on a chain run.

Security dog: A dog on a premises specifically for the purpose of protecting the premises from any intruder and for attacking a person coming in the vicinity of the dog. A dog that is trained or conditioned to attack or otherwise respond aggressively without command.

Spayed female: A female dog or cat which has been rendered sterile by a surgical procedure.

Stray: Any domestic animal that is not under restraint or is not on the property of its owner and is wandering at large, or is lost, or does not have an owner, or does not bear evidence of the identification
of any owner.

**Suspected of having rabies:** An animal which has bitten a person or another animal or a wild animal which has bitten a person or a domestic animal.

**Trespass:** Trespass means that the victim of a bite or attack by an animal wrongfully invaded the property of the owner. The cause of the individual to be on the property and any other relevant circumstances shall be considered in order to determine whether or not a trespass has occurred. A child under the age of seven shall not be deemed to be a trespasser.

**Unincorporated area:** Any area of Guilford County not within an "incorporated area" as defined above.

**Vaccination:** The administration of rabies vaccine as required by the law.

**Veterinarian consultant:** An accredited licensed veterinarian who will provide veterinarian services including the administering of drugs used for euthanasia and observation and release (if appropriate) of rabies cases.

**Watch dog:** A dog that barks and threatens to bite any intruder that has not been specially trained or conditioned for that purpose.

(Ord. of 10-21-10)

**Sec. 5-2. Territorial application.**

This chapter shall be effective within the unincorporated areas of Guilford County and within all towns which have a standing resolution or ordinance adopting county ordinances. This chapter shall be effective within the City of High Point and the City of Greensboro upon passage by the respective city councils of a resolution adopting this chapter.

(Ord. of 10-21-10)

**Sec. 5-3. General duties of animal control.**

Animal control shall be charged with the responsibility of:

1. Enforcing all laws of North Carolina and all ordinances of the jurisdiction pertaining to animals and shall cooperate with all law enforcement officers within the jurisdiction in fulfilling this duty.

2. Cooperating with the health director and assisting in the enforcement of all laws of North Carolina with regard to animals and especially with regard to vaccination of dogs against rabies and the confinement or leashing of vicious animals.

3. Making canvasses of the county, including homes and any businesses in the county, as necessary for the purpose of ascertaining compliance with this chapter or state statute.
(4) Investigating all reported animal bites or other human physical contact with the suspected rabid animal, enforcing quarantine ordered of any animal involved, and submitting bite reports and reports of human contacts to the health director.

(5) Investigating complaints of county residents with regard to animals.

(6) Protecting animals from neglect and abuse. Investigating cruelty or animal abuse with regard to dogs, cats and other animals and enforcement of state law and county ordinance regarding cruelty.

(7) Investigating all reports or observations of incidents of harassment of or injuries to domesticated livestock caused by animals.

(8) Seizing and arranging for impoundment, where deemed necessary, of any dog or other animal in the county involved in a violation of this or any other county ordinance or state law.

(9) Keeping, or causing to be kept, accurate and detailed records of:
   a. Seizure, impoundment, and disposition of all animals coming into custody of the animal control division.
   b. Bite cases, violations and complaints, and investigation of same, including names and addresses of persons bitten, date, circumstances, and breed.
   c. All monies belonging to the county which were derived from penalties.
   d. Any other matters deemed necessary by the animal control supervisor and manager.

(10) Being empowered to issue notices of violations or citations of this chapter in such form as the animal control supervisor may prescribe.

(Ord. of 10-21-10)

Sec. 5-4 Regulation of high volume breeders and retailers.

(1) No person may act as a high volume breeders or retailer except in accordance with a permit issued pursuant to this section.

(2) Animal control shall issue the permit required by this section. Before issuing the permit, animal control shall require proof that each of the conditions set out herein have been met by the breeder.

(3) The application for a permit shall include the name, address, and telephone number of the owner of the animals, the address and physical location of the kennel. It shall also include the number, breed, type and age of the animals.
(4) Housing
   a. Housing – Shall provide for sanitary and safe housing for dogs, and shall provide adequate
space appropriate to the age, size, weight, and breed of the dog and that allows the dog to
engage in normal body movements, including the ability to sit, stand up, turn about freely, or lie
fully recumbent in a natural position. The primary enclosure shall provide at least partial solid
flooring. Nonsolid flooring must be safe for the breed, size, and age of the dog; be free from
protruding sharp edges; and be designed to that the paw of the dog is unable to extend through
or become caught in the flooring.

   b. Each dog, if housed in a primary enclosure, whether housed alone or with other compatible
dogs, shall be provided a minimum amount of space, calculated as:

      i. For nonbreeding dogs housed together, the primary enclosure shall provide 100 percent
         of the required space for each dog, if maintained separately.

      ii. Each bitch with nursing puppies must be provided with an additional amount of floor
         space, based on her breed and behavioral characteristics, and in accord with generally
         accepted husbandry practices as determined by the attending veterinarian. If the additional
         amount of floor space for each nursing puppy is less than five (5) percent of the minimum
         requirement for the bitch, such housing must be approved by the County.

      iii. The interior height of a primary enclosure must be at least 6 inches higher than the head
         of the tallest dog in the enclosure when it is in a normal standing position.

      iv. Innovative primary enclosures not precisely meeting the floor area requirements
         provided in paragraphs b(i), b(ii), and b(iii) of this section, but that provide the dogs with a
         sufficient volume of space and the behavioral needs stated in section 7 may be used at an
         operation when approved by the County.

   c. Shelter – Shall provide protection from harmful extremes of temperature, air movement,
moisture, light and other climatic elements to ensure proper health and well-being of the dog.

   d. Storage Facilities – Shall be designed and maintained as to provide adequate storage to protect
food, medicines, supplies, and bedding from deterioration, contamination, and vermin
infestation. Any potentially toxic substance should be stored in a manner to avoid contamination
and potential for harm to the dogs.

   e. Structure – Shall be structurally sound, in good repair, have no sharp edges or points that could
injure the dog(s), and shall securely contain the dogs while precluding access by other animals.
Structural surfaces should be sanitizable or replaceable.

   f. Waste Disposal – All excreta, feces, debris, and food wastes must be removed from enclosures,
at least once daily, and from under primary enclosures as often as necessary, to prevent an
excessive accumulation of feces and food waste, to prevent soiling of dogs contained in the
enclosure, and to reduce disease hazards, insects, pests and odors. Premises must be kept free of
accumulations of trash, junk, waste products, and discarded matter. Waste must be handled and
disposed of in a manner that poses minimal hazards to dogs and personnel, and reduces the likelihood of contamination of the soil or ground water with chemicals and/or microorganisms.

g. Cleaning and Sanitation – Hard surfaces with which the dogs come in contact must be spot-cleaned daily and sanitized at least once every 2 weeks and more often if necessary to prevent accumulation of dirt, debris, food waste, excreta, and other disease hazards. When steam or water is used to clean the primary enclosure, whether by hosing, flushing or other methods, dogs must be removed, unless the enclosure is large enough to ensure the dogs will not be harmed, wetted, or distressed in the process. Standing water must be removed from the primary enclosure and dogs in other primary enclosures must be protected from being contaminated with water and other wastes during cleaning.

h. Lighting – The facility shall have sufficient lighting by natural and/or artificial means as to allow observation of the physical condition of the dogs being housed, and to permit inspection and cleaning of the facility. A diurnal lighting cycle should be provided.

i. Environment – Dogs shall be protected from extreme temperatures so as to maintain their health and render their environment comfortable. When climatic conditions pose a threat to a dog’s health or wellbeing, taking into consideration such factors as the dog’s age, breed, overall health status and acclimation, appropriate measures must be taken to alleviate the impact of those conditions. Adequate ventilation shall be provided to minimize odors, drafts, ammonia levels, and to prevent the condensation of moisture.

j. Pest Control – An effective program for the control of insects, external parasites affecting dogs, and birds and mammals that are pests, must be established and maintained so as to promote the health and well-being of the dogs and reduce contamination by pests in dog areas.

k. Retreat Area – Dogs shall also be provided in their primary enclosure some form of a den, which shall comprise at least a solid floor and visual barrier, as to allow rest and retreat.

l. Whelping box – All bitches with litters shall be provided an appropriate whelping box, which should provide means to contain the puppies during whelping, and provide some form of substrate, insulation or heat source so as to prevent dissipation of heat so that all puppies are able to maintain appropriate body temperature. If a heat source is provided, care must be taken to protect the bitch and puppies from thermal injury.

(5). Nutrition and Hydration

a. Adequate food – A dog shall be fed at least once daily, or as otherwise required on the advice of a veterinarian. The food should be free from contaminants and be of sufficient nutritive value and quantity to maintain the normal condition and weight of the dog as germane to its age, sex, breed, and reproductive status.

b. Potable water – Shall be provided at all times, unless otherwise directed by a veterinarian.

c. Food and water receptacles – Shall be readily accessible to all dogs and shall be located to minimize contamination and to protect them from precipitation. Any non-disposable receptacles shall be durable, cleaned daily, and sanitized at least once per week; disposable receptacles shall
be replaced daily, and automatic feeders shall be cleaned and sanitized regularly to prevent the growth of mold and deterioration or caking of feed. Automatic watering devices shall be kept clean, be properly and regularly sanitized, and be tested daily to ensure they are functioning correctly.

(6). Behavioral Requirements

a. General
   i. The following behavioral needs shall be met at least daily, except as stated otherwise. All persons should have a documented protocol regarding how to meet the following necessary behavioral needs, and sufficient facilities and/or staff to meet them.
   ii. The goal shall be to allow dogs the opportunity to partake in species-specific behaviors. Dogs shall not be housed for extended periods of time in a manner devoid of any enrichment and/or activity and/or social contact.

b. Conspecific socialization – Dogs shall be provided with full-body physical contact with other compatible dogs daily, except as necessary for reasons such as veterinary treatment or quarantine, or prior to parturition for a bitch. Prior to weaning, a bitch and her litter shall fulfill all conspecific socialization needs among the group.

c. Human socialization – Dogs shall be provided with daily positive human contact and socialization. Contact during feeding time alone is not sufficient to meet this requirement. Every effort should be made to provide dogs that are housed singly with visual enrichment, such as visual contact with conspecifics or humans, except as necessary for veterinary care, quarantine, or prior to parturition for a bitch.

d. Locomotion
   i. Persons shall ensure that each dog that is weaned has access to “locomotory activity”; this activity should allow for an animal to move sufficiently to develop and/or maintain normal muscle tone and mass as pertinent for the age, breed, sex and reproductive status of the dog. Provisions for locomotory activity should also allow the dog an opportunity to achieve a running stride.
   ii. The provided area for locomotion should be separate from the primary enclosure if the primary enclosure does not allow for fulfillment of adequate locomotion enrichment and social activities. The area must be kept clean, free of infestation by pests or vermin, and prevent escape of the dogs.
   iii. Forced activity, other than for veterinary treatment, is neither sufficient nor appropriate for fulfilling these needs. Physical activity that is repetitive, restrictive of other activities, solitary, and not goal oriented is neither sufficient nor appropriate for fulfilling all activity needs.

(7). Grouping

a. Dogs having locomotory activity in groups and/or social interaction must be compatible and free of infectious disease.
b. Females in heat shall not be housed in the same primary enclosure with males, except for breeding purposes.

c. Any dog exhibiting a vicious or aggressive behavior shall be housed separately, as needed to prevent injury to other dogs. As with quarantine, separation of dogs due to aggression should be accompanied by a program to resolve the underlying causes of this disorder.

d. Isolation of any dog with an infectious disease or condition – If a dog is infected with a contagious disease or condition as determined by a licensed veterinarian, one must house the dog separately from healthy animals, and shall handle the dog in a manner that will minimize the likelihood of contagion. Handlers must wash their hands before and after handling each infected or contagious dog.

(8). Staff

a. An adequate number of trained staff must be provided to ensure appropriate upkeep of the facility and that all minimum care requirements for the dogs can be met.

b. The Permittee shall not hire individuals who have pled no contest or have been found to have violated any Federal, State or local laws or regulations pertaining to animal cruelty within one (1) year of application for employment, or more than one (1) year if the Board/Agency determines the circumstances render the applicant unfit for employment.

c. The Permittee shall report to the Board/Agency any no contest pleas or convictions pertaining to animal cruelty involving any of his/her employees that occur during the time they are employed by licensee.

(9). Handling

Handling of all dogs should be done as carefully as possible in a manner that does not cause trauma, overheating, excessive cooling, behavioral stress, physical harm or unnecessary discomfort.

(10). Health and Veterinary Care

All persons shall:

a. Ensure that necessary routine and preventive veterinary care is provided under the direction of a licensed veterinarian, and maintain a written health care management protocol addressing routine veterinary care. At a minimum, regular preventive care should include examination at least once yearly by a licensed veterinarian for breeding dogs.

b. Assess each dog’s health and welfare daily; this should include observation of body condition (e.g., appropriate weight, skin/coat/nail condition), behavior, and whether the dog is eating, drinking, urinating, and defecating normally.

c. Provide prompt treatment of illness or injury under the direction of a licensed veterinarian.

d. Maintain records of any veterinary care, including records of regular preventive veterinary care.
e. Ensure that humane euthanasia is performed when necessary and only by a licensed veterinarian, or other certified personnel pursuant to state regulations, using methods cited in the American Veterinary Medical Association’s Guidelines on Euthanasia and in accordance with applicable federal and state laws.

f. Upon written approval by a licensed veterinarian or the County, any dog may be exempted from any of the standards of care mentioned in section 5 reasonable expiration date must be provided for such exemptions at which time the exemption shall be re-evaluated to determine whether it is still appropriate.

g. All veterinary care provided pursuant to the requirements in this Act shall be provided within a veterinarian-client-patient relationship, and in accord with the state veterinary practice act, with provisions for both routine and emergency care.

(11)

a. Any person, household, or business entity permitted to conduct breeding operations shall allow Guilford County Animal Control to inspect, at reasonable times, without notification, at least one time per year, any premise used by the breeder for breeding animals. The purpose of the inspection shall be to insure the safety and health of the animals used in the breeding operation and compliance of the breeder with laws regulating the breeding and care of the animals in the care, custody, and control of the breeder. Animal Control may revoke the permit of any breeder who refuses to allow an inspection of the breeder’s premises used for breeding operations. Any breeder or retailer must demonstrate compliance with relevant, applicable local regulations.

b. The requirements of this section apply to all breeders in operation on the effective date of this section, as well as any established thereafter.

c. A permit issued in accordance with this section may be revoked by Animal Control for violation of any of the conditions enumerated under the subsection above. Animal Control shall state the reason for revocation in writing and shall deliver the determination of revocation to the permittee personally or by registered or certified mail, return receipt requested.

d. Any person who is denied a permit or whose permit is revoked pursuant to this section shall have 30 days to comply with the requirements of this section or to reduce the number of animals not spayed or neutered on the premises to not more than four.

e. Any person who is denied a permit or who has a permit revoked may appeal the denial or revocation to the county manager or their designee by giving written notice of appeal to the county manager within 30 days after the receipt of the written determination. The county manager or their designee shall conduct a de novo hearing to determine if the permit should be denied or revoked. Any enforcement action shall stay pending upon determination of an appeal pursuant to this subsection.

(Ord. of 10-21-10)
5-5. Additional Requirements for dog breeders and dog retailers who are maintaining facilities in violation of this chapter.

1. This section applies to:
   a. Any dog breeder or dog retailer who is not required to obtain a permit pursuant to section 5.4 of this chapter, and
   b. has been determined to operate a kennel or operate as a dog retailer in violation sections 5.10, 5.11, 5.12, 5.13, 5.14, 5.15, and 5.24 of this chapter.

2. Any person subject to the requirements of this section must meet the standards of section 5.4 for the breeding and/or dog retail operation for a period of two years after the notice of violation; such fees as set out in the fee schedule.

3. For the purposes of this section any person who has received a notice of violation for any of the above referenced sections will be deemed covered by the requirements of this section; if any/all citations or penalties issued are at some point overturned or deemed void, the person will have no further obligations under this section; however, the compliance review cost, plus any other costs incurred by the person, pursuant to the provision of this section during such time when compliance was necessary, may not be recovered.

(Ord. of 10-21-10)

Sec. 5-6. Interference or concealment.

a  Interference. It shall be unlawful for any person to interfere with, hinder, molest, resist, or obstruct employees of Animal Control or its agents or veterinarians in the performance of any duty authorized by law or ordinance, or to seek [to] release any dog or cat in the custody of such agents (including from traps, cages, or other enclosures) except as specifically provided or authorized by Animal Control.

b  Concealment of animal. It shall be unlawful for any person to conceal, for the purpose of evading the licensing requirement or rabies vaccination requirement [of] the law or any applicable ordinance, any unlicensed or unvaccinated animal from any employee of Animal Control.

(Ord. of 10-21-10)

Sec. 5-7. General duties of keepers/owners of animals.

It shall be unlawful for any keeper or owner of animals, to keep animals under unsanitary or inhumane conditions or to fail to provide proper food and water daily, adequate exercise, adequate shelter which is properly cleaned and properly lighted, adequate space, or to fail to provide proper medical attention for sick, diseased or injured animals, including treatment by a veterinary consultant if appropriate for the animal’s health or condition, as well as adequate inoculation against disease, according to the species of the animal kept. If an animal control officer or law enforcement officer seizes an animal, and no attempt is made by the owner(s) to recover or appeal the seizure, the animal will be deemed abandoned after six.
(6) working days and all owners' rights shall be forfeited to Guilford County.

Sec. 5-8. Bird sanctuaries.

Previous designations of bird sanctuaries by cities or towns in Guilford County are unaffected by adoption of this chapter and remain in effect.

(Ord. of 10-21-10)

Sec. 5-9. Animals running at large prohibited.

(a) It shall be unlawful for any person owning or controlling any animal to allow the same to create a nuisance or public danger by running at large. It shall be the duty of animal control and/or law enforcement officers to take up and deliver any domesticated animal (e.g., dog, cat), including fowl and other domestic animals within the meaning of this ordinance found running at large to the county animal shelter. Each person owning or controlling an animal, including fowl, shall be responsible for taking whatever measures are reasonably necessary for keeping the animal on the owner's premises or under the owner's control when off his premises.

(1) Restraint of animals (in incorporated areas or on less than one acre). It shall be unlawful for any person owning or having possession, charge, custody or control of any animal, excluding cats, to keep such animal on or off his premises unless such animal is under sufficient physical restraint such as a leash, bridle, cage or similar device which restrains and controls the animal, within a vehicle or adequately contained by a fence on the premises or other secure enclosure. If the owner possesses and maintains an effective and working invisible fence system to restrain his/her animals, a visible and permanent sign must be on the premises that states an invisible fence system is in use.

(2) Restraint of animals (on one acre or more in unincorporated areas). Notwithstanding the provisions of subsection (1) above, animals kept on a lot or parcel of real property in an unincorporated area one acre or greater in size do not have to be kept within a fence or other secure enclosure or under any physical restraint while on such premises. This exemption does not relieve any person of the duty to prevent his/her animal from constituting a nuisance under section 5-10 below.

(b) This chapter shall not be interpreted as restricting persons owning specially trained hunting/working dogs, which can be controlled by voice commands, from actually using their dogs for hunting/working (in the presence of and under the voice control of the owner or an agent of the owner) in unincorporated areas of Guilford County where such activities are not prohibited by law.
Sec. 5-10. Public nuisances prohibited.

(a) The actions of an animal constitute a public nuisance when an animal disturbs the rights of, threatens the safety of, or damages a member of the general public, or interferes with the ordinary use and enjoyment of another's property.

(b) It shall be unlawful for any person to own, keep, possess or maintain an animal in such a manner as to constitute a public nuisance. By way of example and not of limitation, the following acts or actions by an owner or possessor of an animal are hereby declared to be a public nuisance and are therefore unlawful:

1. Having an animal that disturbs the rights of, threatens the safety of, or damages a member of the general public, or interferes with the ordinary use and enjoyment of one's property.

2. Allowing or permitting an animal to damage the property of anyone other than its owner/possessor, including, but not limited to, turning over garbage containers, or damaging gardens, flowers, or vegetables, or defecating upon the property of another.

3. Maintaining the animals in an unsanitary environment which results in offensive odors or is dangerous to the animal or the public health, safety or welfare, or a failure to maintain a condition of good order and cleanliness which reduces the probability of transmission of disease.

4. Maintaining the owner's property in a manner that is offensive, annoying or dangerous to the public health, safety or welfare of the community because of the number, type, variety, density or location of the animals on the property.

5. Allowing or permitting an animal to bark, whine, howl, crow or cackle in a long-continued or frequent fashion so as to interfere with the reasonable use and enjoyment of neighboring premises.

6. Maintaining an animal that is diseased and dangerous to the public health.

7. Maintaining an animal that habitually or repeatedly chases, snaps at, attacks or barks at pedestrians, joggers, animals walked on a leash by owners, bicycles or other vehicles.

8. Being repeatedly at large or failing to exercise sufficient restraint necessary to control a dog.

9. Failing to confine a female dog or cat while in heat in a building or secure enclosure in such a manner that she will not be in contact with another dog or cat or attract other animals; provided, this section shall not be construed to prohibit the intentional breeding of animals within an enclosed area on the premises of the owner of the animal which is being bred.

In addition to any other enforcement remedies available under this chapter, if the animal control...
supervisor declares an animal to be a nuisance under this section, then the animal control supervisor has the authority to order the owner to confine the animal in accordance with the animal control supervisor’s instruction. It shall be unlawful for the owner to fail to comply with such an order or with the instructions in the order.

(Ord. of 10-21-10)

Sec. 5-11. Confinement and control of inherently dangerous mammals.

(a) Generally. It shall be unlawful for any owner to keep an inherently dangerous mammal within the county.

(b) Exemptions. The following shall be exempt from this chapter:

1. Any nonprofit institution or exhibitor or dealer, which owns or harbors inherently dangerous mammals for research; provided that, the institution/facility/premises are licensed by the U.S. Department of Agriculture or Interior;

2. Traveling fairs, circuses and carnivals shall also be exempt from this section; and

3. Any inherently dangerous mammal registered with the Animal Control Section prior to 6-3-1990.

(c) Recapturing. The owner of any inherently dangerous mammal shall reimburse the county for all costs incurred while attempting to recapture any mammal. If the animal is sheltered or euthanized by Animal Control, the owner shall also pay these costs.

(Ord. of 10-21-10)

Sec. 5-12. Dangerous or vicious animals restricted.

(a) General provisions. It shall be unlawful for any person to own or in any way maintain or harbor any animal which is dangerous or vicious, except as provided in this chapter.

(b) Enforcement. If an animal control officer or law enforcement has determined that an animal is dangerous, then the animal control officer or law enforcement officer shall notify the owner immediately in writing. The owner shall turn the animal over to the county animal shelter or to an Animal Control approved veterinary clinic within 24 hours of such notification. After six (6) working days, the county animal shelter or animal control officer shall have the duty and authority, subject to the provisions of subsection (c) of this section, to dispose of the animal to impose one of the two following remedies:

1. By the humane destruction of the animal; or Require forfeiture of ownership of the animal(s) to Guilford County; or

2. By giving the animal to an individual or organization, subject to the protective and...
inspection conditions required by the Humane Society for the well-being of the animal and for the protection of the public, for the purpose of preserving and taking care of the animal. In this case, the animal control officer will notify the appropriate authorities in the jurisdiction where the individual or organization receiving the animal shall be located or Enforce compliance with subsection (c) of this section.

(3) Compliance with subsection (e) of this section.

Any animal declared to be a dangerous or vicious animal, by the animal control officer or law enforcement officer, shall not be disposed of for research or experimental purposes. Failure to comply with this section or any parameters herein may result in accessed civil penalties and/or forfeiture of animal(s).

(c) Appeal. Any person who owns an animal that has been declared dangerous or vicious by an animal control officer or law enforcement officer shall have the right to appeal this decision to the an appellate Board in accordance with N.C. Gen. Stat. § 67-4.1 et seq. manager or his/her designee. The owner of an animal declared dangerous or vicious shall have the right to request a hearing contesting that determination by submitting a written request to the office of the manager or his/her designee within five (5) working days of the animal control officer’s or law enforcement officer’s determination that the animal is dangerous or vicious. A deposit may be required by the owner equal to the estimated costs, including veterinary care for ten (10) days boarding. Failure to pay said deposit when required shall be deemed a waiver of all rights regarding the animal.

(d) Hearing procedures. The manager or his/her designee, serving as the appeal’s hearing officer, shall conduct a hearing to determine that the animal control officer’s or law enforcement officer’s determination that the animal is dangerous or vicious should be upheld, is correct or incorrect. The Board shall:

1) Make a determination as to whether or not the animal is dangerous or vicious, or otherwise possess a sufficient risk to the health or personal property of others;

2) Determine the appropriate means of compliance in accordance with section (b) above; and,

3) Issue such other order of direction as is necessary to enforce compliance with this section.

If the animal is judged, determined, based on the discretion of the Board, not to be dangerous or vicious, it shall be returned to the owner without charge. If the Board determines the animal to be dangerous or vicious, then the county animal shelter or animal control officer or law enforcement officer shall dispose of the animal in accordance with the determination of the appeals Board, according to subsection (b) of this section. In the event of an appeal of the Board’s decision to the courts, from the decision of the manager or his designee, the animal shall be confined at the county animal shelter pending the appeal. The owner of the animal shall be responsible for paying all boarding, veterinarian, and other expenses associated with keeping the animal during the appeal.
Enclosures for dangerous or vicious or dangerous animals. If an animal has been determined to be dangerous or vicious, as specified in this section, and at the appeals Board’s discretion, the owner may retain the animal upon satisfying the following conditions. The owner must erect, within 30 days of declaration of dangerous or vicious status by an animal control officer or law enforcement officer, or in the event of an appeal, within fifteen (15) days from the decision of the appeals Board, a proper structure and display warning signs. This structure must be inspected and approved by a code enforcement official; designated animal control officer; or installed by a qualified professional of the appropriate building inspection department as meeting the following requirements and standards: (Note: With appropriate findings, the appeals panel may require alternative method(s) of enforcement of equal to or more restrictive than the requirements such forth below.)

1. The structure must be a minimum size of fifteen feet by six feet by six feet (15’ × 6’ × 6’) with a floor consisting of a concrete pad at least four inches thick. If more than one animal is to be kept in the enclosure, the floor area must provide at least 45 square feet for each animal. The walls and roof of the structure must be constructed of welded chain link of a minimum thickness of 12 gauge, supported by galvanized steel poles at least 2 1/2 inches in diameter. The vertical support poles must be sunk in concrete-filled holes at least 18 inches deep and at least eight inches in diameter. The chainlink fencing must be anchored to the concrete pad with galvanized steel anchors placed at intervals of no more than 12 inches along the perimeter of the pad. The entire structure must be freestanding and not be attached or anchored to any existing fence, building, or structure. The structure must be secured by a child-resistant lock.

2. A warning sign of at least 120 square inches must be visible from each exposure of the structure which is visible to any adjoining property. Each sign must have a graphic representation of an appropriate animal such that the dangerousness or viciousness of the animal is communicated to those who cannot read, including young children.

3. The owner of the animal will be responsible for ensuring that the enclosure is maintained in such a condition as to meet the requirements of this chapter. Failure to maintain or repair the enclosure shall subject the owner to penalty under this chapter.

4. Prior to inspection of the enclosure by the appropriate personnel as described in (e) above building inspection department, the owner shall pay the current fee for the inspection of an accessory building. The animal shall not be returned to the owner’s property until such time as this shelter enclosure and warning signs have been approved. While this structure is being erected, the animal must be boarded at the county animal shelter at the owner’s expense. A deposit may be required by the owner equal to the estimated costs, including veterinary care, for ten (10) days boarding. Failure to pay said deposit when required shall be deemed a waiver of all rights regarding the animal.

Confinement, muzzling and control of vicious animals. It shall be unlawful for any owner or person to keep any vicious animal within the county unless it is confined within a secure building or enclosure or unless it is securely muzzled and under restraint by a competent person adult, who, by means of a leash, chain or rope, has such animal firmly under physical restraint at all times. Failure to comply will result in a civil penalty and/or forfeiture of the animal in accordance with (b)(1) of this section.
Owners of animals deemed dangerous or vicious. Owner(s) of an animal declared to be dangerous or vicious must immediately notify Guilford County Animal Control, in writing, of any change of address or transfer of ownership of animal(s).

Sec. 5-13. Animal fighting and baiting prohibited.

(a) Causing, instigating or permitting. No person shall bait, cause, instigate or permit any dogfight, cockfight, bullfight or other combat between animals or between an animal and a human.

(b) Facilities and equipment. It shall be unlawful for any person to maintain, own or possess facilities or equipment for the purpose of training an animal, including a cock, with the intent that the animal be used in fighting or baiting of that animal or any other animal. Treadmills, log pulls, break sticks, hanging devices or cockspurs, or other equipment possessed with the intent to violate this chapter shall be contraband and such material shall be seized whenever found and shall be destroyed upon conviction of the possessor or owner under this chapter. This chapter does not prohibit the possession of facilities or equipment for the training of animals by kennels or animal obedience schools if such kennels or schools are registered with the North Carolina Department of Agriculture.

(c) Transportation. It shall be unlawful for any person to transport an animal, including a cock, with the intent that the animal be used in fighting or baiting of that animal or any other animal.

(d) Transfer. It shall be unlawful for any person to buy, sell, give, transfer, or deliver an animal to another with the intent that the animal be used in fighting or baiting of that animal or any other animal.

Sec. 5-14. Mistreatment of animals prohibited.

It shall be unlawful for any person to subject or cause to be subjected any animal to cruel treatment or to deprive or cause to be deprived any animal of adequate food and water, necessary medical attention, adequate shelter, protection from the weather or humanely clean conditions.

(a) Adequate food and water. No person owning or responsible for any animal may fail to supply the animal with sufficient supply of food and water as prescribed in this section.

   (1) Adequate food. The provision at suitable intervals, not to exceed 24 hours, of a quantity of wholesome foodstuff suitable for the species and age, sufficient to maintain a reasonable level of nutrition in each animal. Such foodstuff shall be served in a receptacle, dish, or container that is physically clean.

   (2) Adequate water. A constant access to a supply of clean, fresh water provided in a sanitary manner.
(b) **Necessary medical attention.** No person owning or responsible for any animal shall fail to supply the animal with necessary medical attention when the animal is or has been suffering from illness, injury, disease, excessive parasitism or malformed or overgrown hoof.

(c) **Proper shelter, protection from the weather and humanely clean conditions.** No person owning or responsible for any animal shall fail to provide the animal with proper shelter, protection from the weather or humanely clean conditions as prescribed in this section.

1. **Indoor standards.** Minimum indoor standards of shelter shall be as follows:
   a. The ambient temperature shall be compatible with the health of the animal.
   b. Indoor housing facilities shall be adequately ventilated by natural or mechanical means to provide for the health of the animal at all times.

2. **Outdoor standards.** Minimum outdoor standards of shelter shall be as follows:
   a. When sunlight is likely to cause heat exhaustion of an animal tied or confined outside, sufficient shade by natural or artificial means shall be provided to protect the animal from direct sunlight.
   b. Shelter shall be as follows:
      1. An adequate artificial shelter with a minimum of three sides, floor and a waterproof roof appropriate to the local climatic conditions for the species concerned shall be provided as necessary for the health of the animal.
      2. If a dog is tied or confined unattended outdoors under harsh weather conditions which adversely affect the health of the dog, a shelter of suitable size with a floor above ground and waterproof roof shall be provided to accommodate the dog and protect it from the weather and, in particular, from severe cold. Inadequate shelter may be indicated by the shivering of the dog due to cold weather for a continuous period of 30 minutes.

3. **When confinement prohibited.** No animal may be confined in a building, enclosure, car, boat, vehicle or vessel of any kind when extreme heat or extreme cold will be harmful to its health.

4. **Standards for chaining.** No animal may be chained outdoors unattended without a chain/cable designed and placed to prevent choking or strangulation. Such chain/cable or restraint shall not be less than ten feet in length with the area free of obstacles so that the animal may have access to his food, water and shelter.

5. **Space standards.** Minimum space requirements for both indoor and outdoor enclosures shall include the following:
   a. The housing facility shall be structurally sound and maintained in good repair to protect the animal from injury and to contain the animal.
b. Enclosures shall be constructed and maintained to provide sufficient space to allow each animal adequate freedom of movement. Inadequate space may be indicated by evidence of overcrowding, debility, stress or abnormal behavior patterns.

(6) **Humanely clean conditions.** Minimum standards of sanitation necessary to provide humanely clean conditions for both indoor and outdoor enclosures shall include periodic cleaning to remove excretions and other waste materials, dirt and trash to minimize health hazards.

(d) **Properly fitted collars required.** An owner or keeper of a dog or cat shall not permit injury to or infliction of pain upon such animal from an improperly fitting or embedded collar.

(Ord. of 10-21-10)

**Sec. 5-15. Cruel treatment prohibited.**

(a) **Molestation, torture, etc. prohibited.** It shall be unlawful for any person to molest, torture, torment, deprive of necessary sustenance, cruelly beat or treat, needlessly mutilate or kill, wound, injure, poison, abandon or subject to conditions detrimental to its health or general welfare any animal or to cause or procure such action. The words "torture" and "torment" and the term "cruelly beat or treat" shall be held to include every act, omission or neglect whereby unjustifiable physical pain, suffering or death is caused or permitted; but such terms shall not be construed to prohibit an animal control officer, his agents or veterinarians from euthanizing dangerous, unwanted, or injured animals in a humane manner.

(b) **Luring, enticing, seizing, molesting or teasing an animal.** It shall be unlawful for any person to entice or lure any animal out of an enclosure or off the property of its owner or keeper, or to seize, molest or tease any animal while the animal is held or controlled by its owner or keeper or while the animal is on the property of its owner or keeper; but such actions of luring, enticing and seizing shall not be construed to prohibit lawful taking of animals under the jurisdiction and regulations of this chapter by duly authorized animal control officers.

(c) **Abandonment.** It shall be unlawful for any owner or person responsible for any animal to drop or leave such animal on a street, road, highway, or in a public place or on private property with intent to abandon without provision for its continuous care, sustenance and shelter. No owner of an animal shall abandon such animal except to relinquish the animal to the animal shelter. If animal control finds that an animal has been abandoned, the animal may be impounded. If the animal has been abandoned in a house or within a fenced area, animal control must make a reasonable effort to locate the owner or manager of the property. If the property owner or manager is not the animal owner, then animal control shall secure permission to remove the animal. If the property owner is also the animal owner and this individual cannot be located, animal control shall secure an appropriate warrant to seize the animal. An animal seized pursuant to this section shall be impounded for a period of at least 72 hours. If the owner contacts animal control to reclaim the animal, an explanation for the animal's abandonment must be provided to the satisfaction of the animal control supervisor before the animal is reclaimed by the owner. If the animal is unclaimed by its owner after being held as long as practicable, the animal shall be placed in adoption or humanely euthanized.
(d) *Performing animal exhibitions.* No person may sponsor, promote, or train a wild or domestic animal to participate in unnatural behavior in which the animal is wrestled, fought, harassed, or displayed in such a way that the animal is abused or stressed. This prohibition applies to events and activities taking place in either public or private facilities or property and applies regardless of the purpose of the event or activities and whether or not a fee is charged to spectators.

(e) *Baby animals, novelties and fowl.* It shall be unlawful for any person to sell or offer for sale, barter or give away baby chickens, baby ducklings or fowl under six weeks of age as pets, toys, premiums or novelties; provided, however, that this section shall not be construed to prohibit the sale or display of such baby chickens, ducklings or other fowl or such rabbits in proper facilities with adequate food, water, and shelter by breeders or stores engaged in the business of selling the animals for the purposes other than pets or novelties.

1. It shall be unlawful to color, dye, stain or otherwise change the natural color of baby chickens or fowl or rabbits.

2. No person shall give away any live animal, fish, reptile, or bird as a prize for, or as an inducement to enter any contest, game, or other competition, or as an inducement to enter a place of amusement, or offer such vertebrate as an incentive to enter into any business agreement whereby the offer was for the purpose of attracting trade, or sell chances, coupons, or tickets to be redeemed for any live animal, bird or fish.

3. It shall be unlawful for any person to tether any fowl.

(f) *Transport of animals.* It shall be unlawful for any person to transport an animal in the trunk of a vehicle, or closed compartment on a vehicle or trailer, or in a truck or the back of a truck in such a way as to cause pain, suffering or possible pain or death to the animal. Nothing in this section shall be deemed to prohibit the humane transportation of horses, cattle, sheep, poultry, or other livestock in trailers or other vehicles designed, constructed, and adequate for the size and number of animals being transported.

(g) *Confinement of animals in motor vehicle.* No person may place or confine an animal or allow an animal to be placed or confined in a motor vehicle under such a period of time as to endanger the health or well-being of such animal due to temperature, lack of food or water, and such other conditions as may reasonably be expected to cause suffering, disability, or death.

1. After making a reasonable effort to find the driver of a vehicle in which an animal is confined, an employee of the animal control division may use the least intrusive means to break and enter the vehicle if necessary to remove the animal where reasonable cause exists to believe that the animal is in the vehicle in violation of this subsection.

2. The animal control officer removing the animal shall then impound it and leave in a prominent place on the motor vehicle a written notice of the animal's impoundment, a brief description of the animal, and where and when the animal may be reclaimed. The officer may also issue a citation for violation of this subsection.

(h) *Intentionally striking animals with motor vehicles.* It shall be unlawful for any person to
intentionally strike an animal with an automobile or other vehicle causing injury or death.

(i) **Inspection of pet stores/Dealer Facilities.** Animal control officers shall have the authority to conduct inspections of pet stores, to the extent not pre-empted by state law, in order to determine if there is abuse of animals. Abuse of animals shall include any act described in this section or any other act which is detrimental to the well-being of the animal. It shall be unlawful for any pet store employee or pet store owner to violate this section.

(j) **Authority to use force against animals.** Nothing in this section shall prohibit use of force against an animal which is in the act of attacking a human or a domestic animal.

(Ord. of 10-21-10)

**Sec. 5-16. Notice in case of injury.**

It shall be unlawful for any person who causes injury to an animal (including livestock) including, but not limited to, running over or hitting a domesticated animal with any vehicle, to fail to notify immediately at least one of the following: the owner(s) or keeper(s) of the animal (if known or ascertainable with reasonable efforts made to locate the owner or keeper), an animal control officer, the appropriate police or sheriffs department, or the animal shelter.

(Ord. of 10-21-10)

**Sec. 5-17. Destruction of animals that cannot be seized by reasonable means.**

Notwithstanding any other provision of this chapter, an animal that cannot be seized by reasonable and normal means, retrieved by an animal control officer, trapped in a humane, live-capture animal trap provided by animal control, or tranquilized by animal control division personnel may be humanely destroyed in the field upon the authorization of the animal control division director or his/her designee. Provided, a vicious animal, a dangerous animal so designated by the public health director, or an animal attacking a human being, another pet, or livestock may be immediately destroyed if, in the opinion of the animal control supervisor or animal control officer, such destruction is necessary for the protection of the public health and safety.

(Ord. of 10-21-10)

**Sec. 5-18. Setting humane animal traps and authority to receive trapped animals.**

Animal control is authorized to place, upon request, live-capture animal traps on private or public property to trap and remove stray, at large, unwanted, or nuisance animals, including cats. It is unlawful for any person other than an animal control officer or their designee to remove any animal from the trap or to damage, destroy, move, or tamper with the trap. Animal control is authorized to receive and impound animals that are trapped by other agencies or persons.

(Ord. of 10-21-10)
Sec. 5-19. Impoundment.

(a) Generally. Any animal found being mistreated or kept under unsanitary or inhumane conditions, as provided in section 5-11; any animal found to be cruelly treated, as provided in section 5-12; any animal found to be a public nuisance, as provided in section 5-8; any dog found running at large or not under restraint in violation of section 5-7; or any animal which appears to be lost, strayed or unwanted, or any dog or cat is found to be not wearing a currently valid rabies vaccination tag, as required by state law, shall be seized, impounded, and confined by the animal control officer and confined in the animal shelter in a humane manner. Impoundment of such animal shall not relieve the owner thereof of any penalty which may be imposed for violation of any provision of this chapter.

(b) Notice to owner. Immediately upon impounding an animal, the animal control officer shall make reasonable effort to notify the owner and inform such owner of the conditions whereby the animal may be redeemed.

(c) Redemption by owner generally. The owner of an animal impounded under this chapter may redeem the animal and regain possession thereof in accordance with the rules and fees set by the board of county commissioners in the policies for operation of the county animal shelter and by complying with all applicable provisions of this chapter and by paying all fees and penalties due. Fee rates shall be available for public inspection in the office of the clerk to the board of county commissioners and at the county animal shelter. Owner shall also be responsible for any additional costs associated with the seizure and sheltering of the animal. All fees must be paid prior to redemption. Failure to pay shall constitute waiver of all rights regarding the animal.

(d) Adoption or euthanasia of unredeemed animal:

1. If any impounded animal is not redeemed by the owner within the period prescribed in the policies for operation of the county animal shelter, filed as stated in subsection (c) above, then such animal may be offered for adoption or destroyed in a humane manner in accordance with such policies.

2. No animal owner may be permitted to claim his own animal under the provisions of this section unless and until he shall comply with the provisions of the policies for operation of the county animal shelter for same.

3. All unsterilized dogs and cats adopted from the Guilford County Animal Shelter shall be either spayed or neutered in accordance with the policies for operation of the county animal shelter. Written veterinary proof of the sterilization shall be promptly provided by the adopter to the animal control division. The adoption of any dog or cat not sterilized pursuant to this section shall be deemed incomplete and the dog or cat must be returned by the applicant for adoption to the Guilford County Animal Shelter. If such dog or cat is not returned to the animal shelter, an animal control officer may be dispatched to retrieve the dog or cat. The animal control supervisor is authorized to obtain a copy of the adoption agreement from the county animal shelter in order to implement the provisions of this section. If the person adopting the unsterilized animal fails to cause the animal to be sterilized within the prescribed by the animal shelter or veterinarian, such failure shall constitute a violation of this chapter and shall subject said person to a civil penalty in the
amount of $200.00.

(e) **Suspected rabid dogs or cats not to be redeemed or adopted.** Notwithstanding any other provision of this chapter, dogs or cats impounded which appear to be suffering from rabies shall not be redeemed or adopted but shall be dealt with in accordance with G.S. chapter 130A. (Ord. of 10-21-10)

(f) The County may require a deposit from the owner in an amount equal to the estimated costs (including seizure, shelter and veterinary care) for 10 days, as determined by the County in its discretion. Failure to pay said deposit shall be deemed a waiver to any right of redemption. Upon redemption, the County will repay any unexpended portion of the deposit.

**Sec. 5-20. Procedure with respect to redemption of unvaccinated animal.**

(a) Unless proof of a current rabies vaccination can be furnished, every person who redeems a dog or cat at the animal shelter must obtain and submit the fee for a rabies voucher at the time of redemption. This voucher will be presented with a date stating the maximum time limit allowed to take the dog or cat to the veterinarian of such person's choice for rabies vaccination.

(b) The rabies voucher will be completed and returned to the animal shelter by the veterinarian. If the voucher is not returned to the animal shelter within the specified time limit, an animal control officer may be dispatched to retrieve the dog or cat if corrective action has not been taken by the animal's owner.

(c) Payment for the rabies vaccination provided for this section will be the responsibility of the person redeeming the dog or cat.

(Ord. of 10-21-10)

**Sec. 5-21. Humane euthanasia of wounded or diseased animals.**

Notwithstanding any other provision of this chapter, any animal impounded which is badly wounded or diseased (not rabies suspect) and has no identification shall be destroyed immediately in a humane manner. If the animal has identification, the animal shelter shall attempt expeditiously to notify the owner or keeper before euthanizing such animal, but if the owner cannot be reached readily and the animal is suffering, the animal shelter director or his/her designee may cause the animal to be euthanized at his/her discretion in a humane manner. The animal shelter and animal control division shall have no liability for euthanizing wounded or diseased animals.

(Ord. of 10-21-10)

**Sec. 5-22. Handling of stray animals by the public.**

It shall be unlawful for any person, without the consent of the owner or keeper, knowingly and intentionally to harbor, keep in possession by confinement or otherwise any animal that does not belong to him. Any person in possession of a stray animal shall contact the animal control division or animal shelter within 72 hours to arrange for impoundment or to provide notification of the stray animal's
Sec. 5-23. Security dogs.

(a) The owner of a security dog shall comply with the following requirements prior to using the dog as a security dog.

1. Identification. It shall be unlawful for any owner of a security dog to fail to provide said dog with a current rabies tag and a security dog identification tag. A security dog's owner must provide proof of current rabies vaccination of the dog prior to being issued a security dog ID tag.

2. Registration. It shall be unlawful for any owner and keeper of a security dog to use said dog as a security dog in the county without first having registered the dog with the animal control division and having obtained a current rabies tag and security dog ID tag.

3. Signs. The owner or keeper of any security dog and the owner of any premises using a security dog must conspicuously post on the premises in plain view of the public a sign that identifies the name, address, and telephone number of the owner of the security dog.

4. Physical control. The owner and user of a security dog must ensure that an adequate physical control of the security dog is provided during operational hours to prevent the security dog from coming in contact with the general public on the premises. If a security dog escapes and while either off or on the premises of his owner bites someone other than a trespasser, the animal control supervisor shall have the authority to prohibit dog from serving as a security dog within the jurisdiction. It shall be unlawful for any owner or keeper to use a dog as a security dog after the animal control supervisor has entered a prohibition regarding that particular dog.

(b) Enforcement:

1. If the animal control division seizes a security dog running at large, the dog shall not be returned to its owner until the owner has registered that dog and all other dogs of that owner used as security dogs within the jurisdiction and has demonstrated to the animal control division that appropriate corrections have been made to prevent said animals from escaping again.

2. The animal control division has the authority to seize security dogs and issue citations for noncompliance with this section.

(Ord. of 10-21-10)

Sec. 5-24. Relation to hunting laws.

Nothing in this chapter is intended to be in conflict with the laws of the State of North Carolina regulating, restricting, authorizing or otherwise affecting dogs while used in hunting, but this exception
applies while the dogs are under the control of the owner, keeper, or competent person and are actually
lawfully being used for hunting or training in compliance with applicable statutes, regulations, or
ordinances. This chapter should be read and enforced consistent with any such law.

(Ord. of 10-21-10)

Sec. 5-25. Wild animals.

No person shall keep or permit to be kept on his premises any dangerous wild animal. This section shall
not be construed to apply to zoological parks, performing animal exhibitions, or circuses.

(Ord. of 10-21-10)

Sec. 5-26. Exotic animals.

It shall be unlawful for any person to own or shelter any exotic animal without a permit from the
County. The permit shall identify the species and may include restrictions on care and sheltering of the
animal. The county may charge a fee for the permit; said fee to be included in the schedule of fees
published by the county. Any exotic animal deemed to be a ‘dangerous wild animal within the meaning
of Section 5-25 of this Ordinance shall not be permitted. Zoos, authorized habitats, or animal refuge
centers are exempt from the provisions of this section.

Sec. 5-27. Penalties.

The following penalties shall pertain to violations of this chapter:

(a) The violation of any provision of this chapter shall be a misdemeanor and any person convicted
of such violation shall be punishable as provided in G.S. 14-4 or other applicable law. Each day's
violation of this chapter is a separate offense. Payment of a fine imposed in criminal proceedings
pursuant to this subsection does not relieve a person of his liability for taxes [or] of fees imposed
under this chapter.

(b) Enforcement of this chapter may include any appropriate equitable remedy, injunction or order
of abatement issuing from a court of competent jurisdiction pursuant to G.S. 153A-123(d) and
(e).

(c) Issuance of a citation for a violation of the section entitled "Restraint of Animals" is directed
toward and against the owner and/or possessor of an animal. The purpose of the issuance of a
citation is to effect the conduct of the owner of an animal by seeking to have an owner
responsibly maintain sufficient restraint and confinement of his/her animal. Therefore, an owner
of an animal shall be subject to escalating penalties for each violation of the section entitled
allowed by the owner, whether the animal is the same animal, a different animal, or various
animals belonging to the owner.

(d) In addition to and independent of any criminal penalties and other sanctions provided in this
chapter, a violation of this chapter may also subject the offender to the civil penalties hereinafter
set forth in the schedule of fees attached hereto. The fees and civil penalties set out herein may
The animal control supervisor, or designee, may issue to the known owner or keeper of any animal, or to any other violator of the provisions of this chapter, a citation giving notice of the alleged violation(s). Citations so issued may be delivered in person or mailed by certified or registered mail to the person charged if that person cannot readily be found. This civil penalty shall be paid in full to the animal control supervisor or his or her designee within 30 days of receipt of the citation assessing the civil penalty. This civil penalty is in addition to any other fees or costs authorized by this chapter. Failure to appeal any penalty within the designated time shall constitute a waiver of all rights of appeal.

a. For violations of Sec. 5.10. Public Nuisances Prohibited (b)(2); security personnel for Guilford County are expressly authorized to issue citations for violations of the above referenced section occurring on Guilford County property.

(2) In the event that the owner or keeper of an animal or other alleged violator does not appear in response to the above-described ticket or citation, or the applicable civil penalty is not paid within the time period prescribed, a civil action may be commenced to recover the penalty and costs associated with collection of the penalty, and/or a criminal summons may be issued against the owner or keeper or other alleged violator of this chapter, and upon conviction, the owner shall be punished as provided by state law. The animal control supervisor, or designee, is expressly authorized to collect the fees or penalties as a debt. Failure to appeal an action within the stated deadline shall constitute a waiver of any rights of appeal.

(3) The following civil penalties are hereby established for the indicated violations of this chapter:

<table>
<thead>
<tr>
<th>Section</th>
<th>Violation Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.4</td>
<td>Regulation of high volume breeders and retailers</td>
<td>$500.00</td>
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<tr>
<td></td>
<td>Failure to obtain permit</td>
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<tr>
<td></td>
<td>Violation of Permit Standard</td>
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<tr>
<td>5-6(a)</td>
<td>Interference of duty of any animal control division employee or agent or trap.</td>
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<tr>
<td>5-6(b)</td>
<td>Concealment of animal for the purpose of evading ordinance.</td>
<td>100.00</td>
</tr>
<tr>
<td>5.5</td>
<td>Violation of additional requirements for dog breeders and dog retailers who are maintaining facilities in violation Failure to obtain Breeder/Kennel Permit</td>
<td></td>
</tr>
<tr>
<td></td>
<td>First violation…</td>
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</tr>
<tr>
<td></td>
<td>Second Violation…</td>
<td>500.00</td>
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<tr>
<td>5.8</td>
<td>Bird Sanctuaries</td>
<td>100.00</td>
</tr>
<tr>
<td></td>
<td>Failure to Obtain License Note: Penalty waived upon payment and registration of license</td>
<td></td>
</tr>
</tbody>
</table>
5-9 Animals running at large:
   Failure to Obtain License 100.00
   Note: Penalty waived upon payment and registration of license
   5-9 First violation.... 100.00
   Second violation.... 300.00
   Third and subsequent violations.... 500.00

5-10 Public nuisance:
   First violation.... 100.00
   Second violation.... 300.00
   Third and subsequent violations.... 500.00

5-11 Failure to Confine and Control
   First violation… 100.00
   Second violation… 300.00
   Third and subsequent violations… 500.00

5-12 Vicious animals… 500.00

5-13 Animal fighting and baiting…. 500.00

5-14 Mistreatment of animals…. 100.00
   First Violation… 100.00
   Second violation…. 300.00
   Third and subsequent violations…. 500.00

5-16 Injury of animal--Notice required.
   First violation…. 250.00

5-19 Failure to sterilize adopted animal…. 500.00

5-22 Keeping stray animal….
   Injury of animal—Notice required… 100.00

5-23 Security dog identification requirements… 50.00

5-25 Keeping wild animals without permit…. 100.00

5-31 Rabies vaccination tag and certificate…. 100.00

5-33 Rabies confinement for observation…. 200.00

5-37 Release of suspected rabid animal…. 200.00

5-46 Failure to obtain breeding permit
   First violation…. 100.00
   Second violation…. 150.00
   Third violation…. 200.00

(Ord. of 10-21-10)

Sec. 5-28. Severability.

If any part of this chapter shall be held invalid, such part shall be deemed severable and the invalidity thereof shall not affect the remaining parts.

REVISIONS PENDING APPROVAL BY THE GUILFORD COUNTY BOARD OF COMMISSIONERS
ARTICLE II.

RABIES CONTROL

Sec. 5-30. Compliance with state rabies laws; chapter supplemental to state rabies laws.

(a) It shall be unlawful for any animal owner or other person to fail to comply with the state laws relating to the control of rabies.

(b) It is the purpose of this chapter to supplement the state laws by providing procedure for the enforcement of state laws relating to rabies control, in addition to the criminal penalties provided by state law.

Sec. 5-31. Vaccination of dogs, cats, and other pets.

(a) It shall be unlawful for an owner or keeper to fail to provide current vaccination against rabies for any dog or cat four months of age or older. Should it be deemed necessary by the public health director or the board of county commissioners that other pets be vaccinated in order to prevent a threatened epidemic or to control an existing epidemic, it shall be unlawful for an owner or keeper to fail to provide current vaccination against rabies for that pet.

(b) A rabies vaccination shall be deemed "current" for a dog or cat if the initial vaccination has been administered to the animal by a licensed veterinarian within the preceding 12 months, and if any subsequent vaccination has been administered to the animal by a licensed veterinarian within the preceding 36 months.

(c) All rabies vaccines shall be administered by a licensed veterinarian or a certified rabies vaccinator who may be appointed by the health director.

(d) The owner of a dog or cat not having a current rabies vaccination shall be subject to a civil penalty as set out in the fee schedule if such owner does not produce a valid and current rabies vaccination tag or form within 72 hours of the demand for same by any animal control or law enforcement officer. Failure to produce the tag or form under this subparagraph is a separate offense for each animal owned by such owner.

Sec. 5-32. Vaccination tag and certificate.

(a) Issuance of tag. Upon complying with the provisions of section 5-27 of this chapter, there shall be issued to the owner or keeper of the dog or cat vaccinated a rabies tag, stamped with a number and the year for which issued, and a rabies vaccination certificate.
(b)  **Provision and wearing of collar or harness.** It shall be unlawful for any dog or cat owner or keeper to fail to provide the dog or cat with a collar or harness to which a current rabies tag issued under this section is securely attached. The collar or harness, with attached tag, must be worn at all times, except during the time the dog is performing at shows, obedience trials, tracking tests, field trials, training schools or other events sanctioned and supervised by a recognized organization.

(c)  **Ear tag for cats.** In substitution for (b) above, an owner or keeper of a cat may obtain an ear tag for rabies identification.

(d)  **Impoundment for not wearing tag.** In addition to all other penalties as prescribed by law, a dog or cat is subject to impoundment in accordance with the provisions of this chapter if the dog is found not to be wearing a currently valid rabies tag or the owner of the cat cannot produce sufficient written evidence to prove it has a current rabies vaccine.

(e)  **Use of another's tag prohibited.** It shall be unlawful for any person to use for any animal a rabies vaccination tag issued for an animal other that the one using the tag.

(f)  **Confinement and vaccination of dogs and cats; certificate from licensed veterinarian.** All dogs or cats shipped or otherwise brought into this county, except for exhibition purposes where the dogs or cats are confined and not permitted to run at large, shall be securely confined and vaccinated within one week after entry and shall remain confined for two additional weeks after vaccination. The above provisions of subsection (f) shall not apply to dogs or cats accompanied by a current certificate issued by a licensed veterinarian showing that such dog or cat is apparently free from rabies and has not been exposed to same. A local rabies tag and certification shall be issued from a licensed veterinarian within two weeks after such entry.

(Ord. of 10-21-10)

Sec. 5-33. Report and confinement of animals biting persons or showing symptoms of rabies.

(a)  **Quarantine.** Every animal which has bitten any person or which shows symptoms of rabies shall be confined immediately and shall be promptly reported to the animal control division, and thereupon shall be securely quarantined, at the direction of the animal control division, for ten days commencing from the time of the bite. Every animal quarantined under this section shall be confined at the expense of its owner in an in-county veterinary hospital or an out-of-county veterinary hospital if approved by the health director or his designee.

(b)  **Authority to seize animals for noncompliance.** If the owner or the person who controls or possesses the dog or cat refuses to confine the animal as required by this section, the health director may order seizure of the animal and its confinement for ten days in such place as the health director designates at the expense of the owner.

(c)  **Release upon permission of health director.** Animals confined in this section shall not be released from confinement except by permission from the health director or the veterinarian consultant.
(d) **Disposition of animal other than dog or cat.** The disposition of an animal other than a dog or cat that bites a person shall be at the discretion of the health director in consultation with the veterinarian consultant.

(e) **Quarantine of stray animals.** In the case of stray animals whose ownership is not known, the supervised quarantine required by this section shall be at the county animal shelter.

(f) **Authority to euthanize unclaimed animals.** If any animal is unclaimed after the ten-day confinement, then the county animal shelter director, in consultation with the veterinarian consultant, may humanely euthanize the animal unless the director receives instructions of a different nature from the health director.

(g) **Release from quarantine.** If rabies does not develop with the ten-day quarantine period under this section, the animal may be released from quarantine to its owner with written permission from the animal shelter director or the veterinarian consultant. If the animal has been confined in the county animal shelter, upon reclaiming the animal, the owner shall pay the fee established by resolution of the board of county commissioners for each day of confinement to defray the cost of sheltering the animal.

(h) **Report of bites.** Law enforcement agencies investigating animal bites shall report such bites immediately to the health director or person designated by the health director and give the names and addresses of persons bitten and owner of the animal.

(i) **Euthanization of wounded, diseased or suffering animals.** Badly wounded, diseased, or suffering animals which are suspected of having rabies may be humanely euthanized immediately and the head forwarded for examination.

(Ord. of 10-21-10)

**Sec. 5-34. Destruction or confinement of animal bitten by a known rabid animal.**

Animals not vaccinated against rabies which are bitten by a known rabid animal shall be immediately destroyed, unless the owner or keeper agrees to strict isolation of the animal at a veterinary hospital for a period of six months at the owner's or keeper's expense. If the animal has a current rabies vaccination, it shall be revaccinated and confined for a period of six weeks and then returned to the owner or keeper.

(Ord. of 10-21-10)

**Sec. 5-35. Area-wide emergency quarantine.**

(a) When reports indicate a positive diagnosis of rabies in an animal found within Guilford County or an adjacent county, the health director may order an area-wide quarantine for such period as he deems necessary. Upon invoking of such emergency quarantine, no dog or cat may be taken or shipped from the county without written permission of the county public health director. During such quarantine, the health director, law enforcement officers, animal control officers, or persons duly authorized by the health director may seize and impound any dog or cat found running at large in the county. During the quarantine period, the health director shall be empowered to provide for a program of mass immunization by the establishment of temporary emergency rabies vaccination facilities strategically located throughout the county.
(b) In the event there are additional positive cases of rabies occurring during the period of quarantine, such period of quarantine may be extended at the discretion of the health director.

(Ord. of 10-21-10)

Sec. 5-36. Postmortem diagnosis.

(a) If an animal dies while under observation for rabies, the head of such animal shall be submitted to the health department for shipment to the State Laboratory of Hygiene for diagnosis.

(b) The carcass of any dead animal exposed to rabies shall be surrendered to the animal control department. The head of such animal shall be submitted to the health department for shipment to the State Laboratory of Hygiene for diagnosis.

(Ord. of 10-21-10)

Sec. 5-37. Unlawful killing, releasing, etc., of certain animals.

It shall be unlawful for any person to kill or release any animal under observation for rabies, any animal suspected of having been exposed to rabies, or any animal biting a human, or to remove such animal from the county without written permission from the animal control division or the health director.

(Ord. of 10-21-10)

Sec. 5-38. Failure to surrender an animal for quarantine or euthanasia.

It shall be unlawful for any person to fail or refuse to surrender any animal for quarantine or euthanasia as required in this chapter when demand is made therefore by the animal control division.

(Ord. of 10-21-10)

Secs. 5-39--5-42. Reserved.

ARTICLE III.

BREEDER/LITTER PERMITS

Sec. 5-43. Breeding permit/fee.

(a) Permit/payment of fee required; proof of rabies vaccination; penalty for failure to obtain permit or pay fee. Breeders or other person(s) with the intention of breeding their domesticated (non-farm) animals must obtain a permit from the Guilford County Animal Shelter. The breeder shall pay a fee of $10.00 for each litter produced. Before a permit is obtained, the breeder/owner must show proof of rabies vaccination for each animal intended for breeding. A person whose animal
has produced a litter without having previously obtained a permit for that litter shall have ten days from the day the litter is produced in which to obtain a permit.

Persons who fail to obtain a permit or fail to pay the required fees will be subject to a civil penalty as set out in the fee schedule. The person otherwise liable for the civil penalty shall be exempt from the civil penalty if such person causes the animal which produced the litter to be spayed within ten days of being cited for such penalty.

(b) Effective date; inclusion of permit number in advertisements by domesticated animal transporters. This section shall be in effect until December 31, 1996, and shall no longer be effective after that date unless re-enacted by the Guilford County Board of Commissioners prior to that date.

Persons who advertise for the transfer of domesticated (non-farm) animals (with or without charge) shall include their permit number on the advertisement. Fees and penalties will be paid to the Guilford County Animal Shelter.

(Ord. of 10-21-10)
SUBJECT:

Personnel Regulation 35 (Social Media) was adopted on July 22nd, 2010 and provided guidance on how Guilford County would utilize social media tools to communicate with our clients. Since 2010, social media platforms have flourished and the prevalence of social media in society and government has increased dramatically. The Guilford County IT Executive Strategic Steering Council requested the Guilford County Innovation Team review the current social media policy and make recommendations to ensure that Guilford County policies were in line with current social media best practices.

REQUESTED ACTION FOR AGENDA:

Approve revisions to Personnel Regulation 35 (Social Media) regarding personal use of Social Media for Guilford County Employees. Key changes include: (a) ensuring that Guilford County operations, client, employee, or customer information, confidential or proprietary information, any personally identifiable information regulated by HIPAA, and the county logo or branded images are prohibited from being shared through personal social media accounts; (b) ensuring that employee’s social media accounts, if linked to Guilford County in any way, make it clear that the views expressed by them are their own and do not represent the views of Guilford County; (c) distinguishes the difference between personal use and County use of social media accounts and allows limited personal use of social media during the workday as long as it does not interfere with employee performance and productivity; (d) allows departments to enact specific social media policies to match their departmental mission and requirements to ensure efficient, effective, and responsive operations.
The following items are recommended for a Social Media acceptable use addendum to Guilford County policy #35 guiding Personal Use of Social Media for Guilford County Employees.

- During normal business hours, employees may use personal social networking on personal devices for limited family or personal communications so long as those communications do not interfere with their work.

- There must be a business necessity for employees to have access to social media on County computers or devices.

- Personal Social Media accounts should not be used for County Business.

- The same basic policies and standards of conduct as defined in the Guilford County Policy Manual apply to Guilford County employees engaging in communication through blogs and social networking sites as in other areas of their on- and off-duty conduct.

- In choosing words and content, it's a good practice for employees to consider that their supervisor, family members and peers may read everything they post, and therefore, employees are strongly encouraged to exercise judgment before posting.

- Using social media, blogs, website comment systems, etc to slander, undermine the credibility of or embarrass Guilford County, our stakeholders, clients, co-workers, or supervisors is inconsistent with the Guilford County Mission, Vision and standards of conduct and will not be tolerated.

- If an employee’s social media presence shows an apparent connection to Guilford County, they are to make it clear that the views expressed on the social media platform are theirs alone and do not represent the views of Guilford County.

- Honor the privacy rights of Guilford County employees by seeking their permission before writing about or displaying internal happenings that might be considered to be a breach of their privacy and confidentiality.

- Employees should use a personal email address (not their Guilford County address) as their primary means of identification for non Guilford County sponsored postings. Just as employees would not use Guilford County stationary for a letter to the editor, expressing their personal views, they should not use their Guilford County e-mail address for personal views.

- The following activities are specifically prohibited under this policy and other applicable laws
  a) Misuse of confidential or proprietary information sharing about Guilford County’s operations, clients, customers, employees, or practices to include the use of the Guilford County logo or related materials.
  b) Any personally identifiable information regulated by HIPAA.

- Departments may enact specific social media policies regarding personal use of Social Media to match their departmental mission and requirements as long as they ensure the above items are being met.
1. PURPOSE

The role of technology in the 21st century workplace is constantly expanding and now includes social media communication tools that facilitate interactive information sharing, interoperability, and collaboration. Commonly used social media Web sites, such as Facebook®, Twitter®, MySpace™, YouTube®, Flickr®, Blogger, and LinkedIn®, have large, loyal user bases and have become increasingly important outreach and communication tools for government entities.

Social networking improves interactivity between the County and the public, and facilitates communication with populations that do not access traditional media as frequently as others do. The purpose of this policy is to set forth guidelines pertaining to any social media sites, and applies to all employees in all County departments.

All County communication tools should be used in ways that maximize transparency, maintain the security of the network, and are appropriately professional. In addition, social media users should be aware that social media communications are considered public records and, consequently, must be kept for a certain period of time in compliance with the public records law. This policy is intended to ensure that the County’s social networking sites are secure and appropriately used and managed.

2. GUIDELINES

2.1 IMPLEMENTATION

This policy is not meant to address one particular form of social media; rather, social media in general, as technology will inevitably change and new tools will emerge.

The County Manager or his/her designee will review and approve all requests to use social media. The Manager may solicit input from the requesting department, Information Services Department, and the Technology Committee. A Web Sub-Committee of the Technology Committee will be responsible for educating departments on how to best use various social media outlets, and will ensure that the use of any proposed site is suitable and secure.

If a Department Director believes that the use of a form of social media is appropriate to communicate a message, he/she should forward a written request to the County Manager or his/her designee. The request for use of social media sites must be accompanied by a business case directly supporting the County’s mission and strategic plan, and should address the following questions:
• What particular function will the use of social media enhance? Some examples include: recruitment enhancement, service improvement, feedback solicitation, and other useful information that presents a positive image of Guilford County.
• Who is the target audience for the message?
• What is the intended communication? Can the message be effectively communicated using this media?
• Who is the employee responsible for managing the account? Does this person have time to devote to properly maintain the site? Is this a departmental site or a County-wide site? How does use of this site further the County’s mission and strategic plan?
• Will the person responsible for the site represent the County appropriately? Have they been properly trained in the use of social media?

The Department using the social media is responsible for:

• Informing the Information Services Department if an employee who administers the account is removed or is no longer employed by the County, and proposing an interim or permanent replacement to maintain the site’s continuity.
• Ensuring compliance with state, federal and local laws, as well as internal regulations.

2.2 ACCEPTABLE USE

All use of social networking sites should be consistent with applicable state, federal, and local laws, regulations, and policies, including all information technology security policies.

Each site will include an introductory statement that concisely and accurately describes the purpose and scope. All sanctioned sites will link back to the official Guilford County Internet site for forms, documents and other information.

Employees should not co-mingle their personal and professional lives when administering social media sites.

• During normal business hours, employees may use personal social networking on personal devices for limited family or personal communications so long as those communications do not interfere with their work.
• There must be a business necessity for employees to have access to social media on County computers or devices.
• Personal Social Media accounts should not be used for County Business.
• The same basic policies and standards of conduct as defined in the Guilford County Policy Manual apply to Guilford County employees engaging in communication...
through blogs and social networking sites as in other areas of their on- and off-duty conduct.

- In choosing words and content, it's a good practice for employees to consider that their supervisor, family members and peers may read everything they post, and therefore, employees are strongly encouraged to exercise judgment before posting.

- Using social media, blogs, website comment systems, etc to slander, undermine the credibility of or embarrass Guilford County, our stakeholders, clients, co-workers, or supervisors is inconsistent with the Guilford County Mission, Vision and standards of conduct and will not be tolerated.

- If an employee’s social media presence shows an apparent connection to Guilford County, they are to make it clear that the views expressed on the social media platform are theirs alone and do not represent the views of Guilford County.

- Honor the privacy rights of Guilford County employees by seeking their permission before writing about or displaying internal happenings that might be considered to be a breach of their privacy and confidentiality.

- Employees should use a personal email address (not their Guilford County address) as their primary means of identification for non Guilford County sponsored postings. Just as employees would not use Guilford County stationary for a letter to the editor, expressing their personal views, they should not use their Guilford County e-mail address for personal views.

- The following activities are specifically prohibited under this policy and other applicable laws
  
  a) Misuse of confidential or proprietary information sharing about Guilford County’s operations, clients, customers, employees, or practices to include the use of the Guilford County logo or related materials.

- Any personally identifiable information regulated by HIPAA.

- Departments may enact specific social media policies regarding personal use of Social Media to match their departmental mission and requirements as long as they ensure the above items are being met.

All County-related communication through social media outlets should remain professional in nature and should always be conducted in accordance with the County’s policies, practices, and expectations. Content on each of the social media sites will be periodically monitored to ensure adherence to the social media policy, and to confirm that the message and branding are consistent with the goals of Guilford County. **All posts and comments are public record.**

### 2.3 SECURITY

From a security standpoint, departments should be mindful of how to best prevent fraud or unauthorized access to either the social media site or the County network.
Methods Used to Breach IT Security

It is important to note that security related to social media is fundamentally a behavioral issue, not a technology issue. In general, employees who unwittingly provide information to third parties pose a risk to the core County network. Consequently, employees should know the major threats they may face and how to avoid falling prey. Prevalent social media security risks include third-party phishing, and spoofing. Employee’s approved to utilize County sanctioned social media tools are to follow the Employee Usage Guidelines established in Attachment A of this Policy. Failure of a County employee to take necessary security precautions may be subject to disciplinary action, pursuant to County Personnel Policies.

Due to the relative vulnerability of social media sites to these security exploits, it is important to be cautious when using such sites. In order to prevent potential harm, users of social networking sites should minimize the amount of information an attacker is likely to gain from a successful attack. For example, individual user IDs and passwords should not be duplicated across multiple sites. In this way, if one site is compromised, the attacker cannot also gain access to other sites for which the user is authorized.

In particular, because of the importance of proper operation of the County network and the sensitivity of information stored on County systems within the network, a County employee must never use a current Guilford County ID password as a password on any other site.

3. CONCLUSION

Social media is an effective and efficient way for the County to communicate with and participate in the larger community. Use of these tools will continue to enhance the County’s ability to share information and support community interaction and collaboration.
SUBJECT:
Annual revision of Health and Dental rates and administration cost changes for the 1/1/13 - 12/31/13 plan year.

REQUESTED ACTION FOR AGENDA:
Approve the following revisions for health and dental rates for 2013:
1. Attached rate schedule.
2. Stop loss premium change from $16.33 to $19.37 per person per month.
3. Flexible Spending plan document amendment to decrease the maximum medical contribution from $5,000 to $2,500, per federal law change.

NO ADDITIONAL COUNTY FUNDS

AGENDA COMMENTS

BUDGET ACTION REQUIRED
## 2013 Proposed Health and Dental Rates

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</table>

1Employees pay on a **BI-WEEKLY** basis and retirees pay an equivalent **MONTHLY** rate based on years of service.

2Non-Tobacco Use discount of $10.00 has been applied. Tobacco-users pay $10 more biweekly.

Medicare-eligible retiree rates are not changing from 2012.
**SUBJECT:**

x-ray machine- ES to Security

**REQUESTED ACTION FOR AGENDA:**

**AGENDA COMMENTS**

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MEMORANDUM

DATE: October 11, 2012

TO: Board of County Commissioners
   Brenda Jones Fox, County Manager

FROM: Michael Halford, Budget Director

SUBJECT: Budget Amendment Report (for budget amendments and transfers completed under the authority of the County Manager as granted in the Budget Ordinance.)

Transfer from EMERGENCY SERVICES ($14,000)
Transfer to SECURITY $14,000
   for purchase of x-ray machine for courthouse security