

R-E-S-O-L-U-T-I-O-N

Summerfield Town Council

R-1996-002

WHEREAS, in North Carolina the Lead Regional Organizations, as voluntary organizations serving municipal and county governments, have established productive working relationships with the cities and counties across this state; and

WHEREAS, the 1995 General Assembly recognized this need through the appropriation of \$864,270 to help the Lead Regional Organizations assist local governments with grant applications, economic development, community development, and to support local industrial development activities and other activities as deemed appropriate by their local governments; and

WHEREAS, these funds are not intended to be used for payment of member dues or assessments to a Lead Regional Organization or to supplant funds appropriated by the member governments; and

WHEREAS, in the event that a request is not made by the Summerfield Town Council for release of these funds to our Regional Council, the available funds will revert to the State's general fund; and

WHEREAS, in Region G, funds in the amount of \$48,015 will be used to carry out the 1996-97 Program of Work, which was approved by the Piedmont Triad Council of Governments' Board on June 19, 1996.

NOW, THEREFORE BE IT RESOLVED, that the Summerfield Town Council requests the release of its share of these funds, \$111.20, to the Piedmont Triad Council of Governments at the earliest possible time in accordance with the provisions of Chapter 324, House Bill 229, of the 1995 Session Laws.

Adopted this the 3rd day of December 1996, by:

Witness:



[Signature]
(Signature of Mayor or Official)

[Signature]
(Signature of Witness)

Mayor
(Title)

Town Clerk
(Title)

NOTE: Please send PTCOG the original or a copy with an official seal.



GUILFORD COUNTY

OFFICE OF THE COUNTY ATTORNEY

August 5, 1996

JONATHAN V. MAXWELL
County Attorney

Mr. Bill Peterson, Mayor
Town of Summerfield
P.O. Box 970
Summerfield, NC 27358

**Re: Guilford County Contract No. 87959-07/96-056
For County Services**

J. EDWIN PONS
Deputy County Attorney

GREGORY L. GORHAM
Deputy County Attorney

LYNNE G. SCHIFTAN
Deputy County Attorney

SUSAN M. LEWIS
Sheriff's Attorney

JOYCE L. TERRES
Assistant County Attorney

Dear Mr. Peterson:

Enclosed is the above referenced contract in duplicate originals, which has now been executed by the County.

Please sign, have attested by the Town Clerk, **have the Town seal affixed**, have preaudited by the Town Finance Director, approved by the Town Attorney, and have both originals returned to my attention.

Once I have received the properly signed agreement back from your offices, I will obtain the County Attorney's approval as to legal sufficiency and return a fully signed original to you for the Town's records.

If there are any questions, please call me at (910) 373-3048. Thank you.

Sincerely yours,

Dasha W. Brown
Contract Administrator

Enclosures

cc Jim Elza, Planning & Development Director
Charlie Porter, Emergency Services Director

THIS AGREEMENT, made by and between GUILFORD COUNTY (hereinafter referred to as the COUNTY), and the TOWN OF SUMMERFIELD (the TOWN) as of July 11, 1996.

WITNESSETH

WHEREAS, the TOWN, by Act of the General Assembly (Chapter 426 of the 1995 Session Laws) became an incorporated municipality on May 14, 1996, and by ordinance provided that the ordinances of the COUNTY shall be applicable within the town limits; and

WHEREAS, the COUNTY and TOWN desire to contract for County services and the cost for services to be furnished by the COUNTY to the TOWN;

NOW, THEREFORE, in consideration of the foregoing, the COUNTY and TOWN do hereby agree as follows, as authorized by Article 20, Part 1 of N.C.G.S. 160A and other applicable laws:

[1] Tax Administration

The TOWN agrees to pay the COUNTY for tax administration and collection services the amount of one percent (1%) of the total collections of SUMMERFIELD taxes by the COUNTY, with the minimum fee in any event to be One Thousand Dollars (\$1,000.00) per year.

[2] Fire Protection

The COUNTY and TOWN agree that the provision for fire protection services within the TOWN shall continue as presently in existence, meaning as provided before the TOWN was incorporated (prior to May 14, 1996).

[3] Planning

The COUNTY agrees to provide planning services for the incorporated areas of the TOWN without charge to the TOWN. As provided by ordinance adopted by the TOWN and applicable law, the COUNTY shall exercise zoning, building code, subdivision, and other planning regulations for the TOWN OF SUMMERFIELD; and said powers shall be exercised by the Board of Commissioners and other officials of Guilford County.

[4] Elections

The TOWN agrees to reimburse the COUNTY for the actual costs of all TOWN elections which may be held by the TOWN. The TOWN agrees further to reimburse the COUNTY for a pro rata share of the costs attributable to the TOWN for town elections, held in conjunction with a general or county election.

[5] Law Enforcement

Law enforcement shall be provided by the COUNTY as heretofore provided in the unincorporated areas of the COUNTY. If the TOWN requests one or more full-time deputy sheriffs for the TOWN and the COUNTY agrees, the TOWN agrees to pay the COUNTY for the actual cost of the deputy sheriff, including all salary, equipment and expenses.

[6] User fees for inspections and other services

The TOWN agrees that for and in consideration of inspection and other services to be provided by the COUNTY, the COUNTY shall be entitled to retain all fees and charges for such services which may be levied pursuant to the Guilford County Code and other applicable law. These include fees and charges for services for administration for the Guilford County Soil Erosion Control Ordinance.

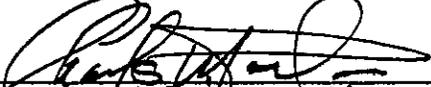
[7] Fire Inspections and Investigations

The COUNTY shall administer for the TOWN throughout the TOWN'S incorporated and extraterritorial area all fire codes adopted by and in force in Guilford County. The COUNTY will conduct all fire investigations pursuant to the North Carolina General Statutes. In consideration therefore the COUNTY shall receive \$25.00 per hour for providing the service, (payable during June of each fiscal year) provided that in no event shall the cost exceed \$5,000 for providing that service for that fiscal year.

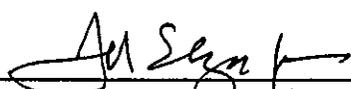
This Agreement shall become effective as of July 11, 1996 and shall continue in effect unless and until terminated or amended in writing by the parties.

IN WITNESS WHEREOF, the parties have set their hands and seals this 11th day of July 1996.

APPROVED AS TO CONTENT


Department Representative

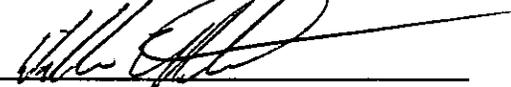
APPROVED AS TO CONTENT


Department Representative

ATTEST:

Town Clerk

TOWN OF SUMMERFIELD


By: Mayor

ATTEST:


Norma H. Bodsford
Clerk to Board

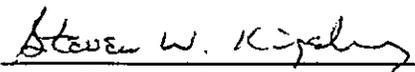
GUILFORD COUNTY


By: Hector A. Rivera
County Manager

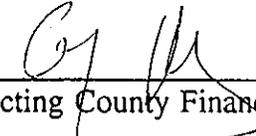
APPROVED AS TO
FORM AND LEGALITY


County Attorney

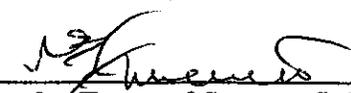
This instrument has been preaudited in the manner required by the local Government Budget and Fiscal Control Act.


Town Finance Director

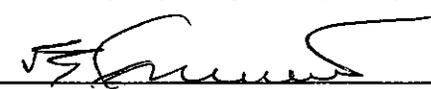
This instrument has been preaudited in the manner required by the local Government Budget and Fiscal Control Act.


Acting County Finance Director

APPROVED AS TO LEGAL SUFFICIENCY


Attorney for Town of Summerfield

APPROVED AS TO LEGAL SUFFICIENCY


County Attorney