

FORSYTH COUNTY

BOARD OF COMMISSIONERS

MEETING DATE: NOVEMBER 24, 2014 AGENDA ITEM NUMBER: 8


SUBJECT: RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN FORSYTH COUNTY AND THE TOWN OF KERNERSVILLE FOR THE CONVEYANCE BY KERNERSVILLE OF REAL PROPERTY TO THE COUNTY FOR THE CONSTRUCTION AND OPERATION OF A PUBLIC LIBRARY OR OTHER GOVERNMENTAL USE

COUNTY MANAGER'S RECOMMENDATION OR COMMENTS: Recommend Approval

SUMMARY OF INFORMATION:

See attached

ATTACHMENTS: YES NO

SIGNATURE:  DATE: November 20, 2014
COUNTY MANAGER

**RESOLUTION RATIFYING AND AUTHORIZING EXECUTION OF
AN INTERLOCAL AGREEMENT BETWEEN FORSYTH COUNTY
AND THE TOWN OF KERNERSVILLE FOR THE CONVEYANCE BY
KERNERSVILLE OF REAL PROPERTY TO THE COUNTY FOR
THE CONSTRUCTION AND OPERATION OF A PUBLIC LIBRARY
OR OTHER GOVERNMENTAL USE**

BE IT RESOLVED by the Forsyth County Board of Commissioners that the attached interlocal agreement between Forsyth County and the Town of Kernersville for the conveyance by Kernersville of real property to the County at no cost for the construction and operation of a public library or other governmental use by the County is hereby ratified as required by N.C.G.S. 160A-461 and as authorized by N.C.G.S. 160A-274, and the Chairman or County Manager and the Clerk to the Board are hereby authorized to execute the Interlocal Agreement, on behalf of Forsyth County, subject to a pre-audit certificate thereon by the Chief Financial Officer, where applicable, and approval as to form and legality by the County Attorney. The original contract is incorporated herein by reference.

BE IT FURTHER RESOLVED that this resolution ratifying interlocal cooperation between Forsyth County and the Town of Kernersville is hereby spread upon the minutes of the Forsyth County Board of Commissioners.

Adopted this the 24th day of November 2014.

NORTH CAROLINA)
FORSYTH COUNTY)

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT, made and entered into this ____ day of _____, 2014, by and between the County of Forsyth, a political subdivision of the State of North Carolina, hereinafter called the "County", and the Town of Kernersville, a municipal corporation organized under the laws of the State of North Carolina, hereinafter called the "Town";

WITNESSETH:

WHEREAS, the Town and County propose to enter into this Interlocal Agreement to convey property located in Kernersville from the Town to the County, on which the County will construct a public library.

NOW, THEREFORE, in consideration of the premises contained herein and other good and valuable consideration, the parties hereto agree as follows:

The Town and County hereby contract and agree with each other as authorized by Section 160A-274 and Article 20, Part 1 of Chapter 160A of the North Carolina General Statutes and other applicable laws, to convey property from the Town to the County, as set forth herein below.

1. The Town has an option to purchase certain real property within its corporate limits from Novant Health, Inc. and intends to exercise said option. If said purchase of real property concludes successfully, subsequent to receiving title to said property, the Town proposes to convey to the County the property located on Harmon Lane in Kernersville ("Site"), as set forth in Attachment A, attached hereto and incorporated herein by reference, consisting of approximately three (3) acres.

2. Before the transfer of ownership of the Site, the County shall conduct due diligence on the Site. The County shall examine the adequacy of the Site, especially with regard to storm water and parking requirements. After conducting its due diligence, if the County determines that the Site is not sufficient for the construction and operation of a library, the Town shall amend the location and size of the Site, such that it is sufficient for use as a library site. If the Site is amended, the County may conduct additional due diligence if it deems it necessary.

3. The Town and County shall consult with Novant Health, Inc., the current owner of the Site, regarding the amendments to the current restrictions on the Site which are necessary to allow the County to construct and operate a library or other governmental uses set forth in Section 4 of this Agreement.

4. The parties acknowledge that a change in the property zoning will be needed to allow the parties to fulfill the intent of this Agreement and to permit the uses the parties desire to see on the property. The Town shall initiate the zoning procedures necessary to ensure that the following County governmental uses are allowed under the zoning for the Site: library; general County administrative offices; and education, cultural, and recreational uses. These uses are collectively referred to hereinafter as "County Uses." County acknowledges that the primary intent of this Agreement is to provide a library within the corporate limits of Kernersville.

The Town shall also, prior to its purchase of the property, seek amendments to any property restrictions that are within the control of Novant Health, Inc., (and any other party) that would forbid such County Uses.

5. If the Town and County agree that the Site would be appropriate for the construction of a public library, the Town shall convey fee simple interest in the Property to the County, free and clear of any liens or encumbrances, at no expense to the County. After the Town conveys the Site to the County, the County shall construct a public library on the Site. If the County ceases to use the Site for the construction or operation of a library, for general County government administrative offices, for education, cultural, or recreational uses, or for any other use to which the Town and County agree, then ownership of the Site shall revert to the Town.

6. Any library constructed on the Site shall be named "Paddison Memorial Library."

7. Neither the Town nor the County will be required to take any action under the terms of this Agreement that compromises the operational needs of the other.

8. Both the Town and the County shall operate as independent contractors, and neither party shall be responsible for any of the acts or omissions of the other party. The Town agrees to indemnify, defend and hold the County harmless from and against any and all claims, actions, expenses (including attorneys' fees), costs or liability for wrongful acts or omissions of the Town in relation to this Agreement to the extent required or allowed by law. The County agrees to indemnify, defend and hold the Town harmless from and against any and all claims, actions, expenses (including attorneys' fees), costs or liability for wrongful acts or omissions of the County in relation to this Agreement to the extent required or allowed by law.

9. Neither party has the authority to enter into contracts or agreements on behalf of the other party, except as authorized herein.

10. Both parties declare that they have complied with all federal, state, and local laws that may be required to carry out the services to be performed under this Agreement.

11. This Agreement shall be governed by the laws of the State of North Carolina, except that provisions regarding conflict of laws shall not apply. This Agreement shall become effective upon its full execution.

IN WITNESS WHEREOF, the Town and the County have set their hands and seals as of the day and year first above written.

TOWN OF KERNERSVILLE

ATTEST:

By: _____

Town Clerk

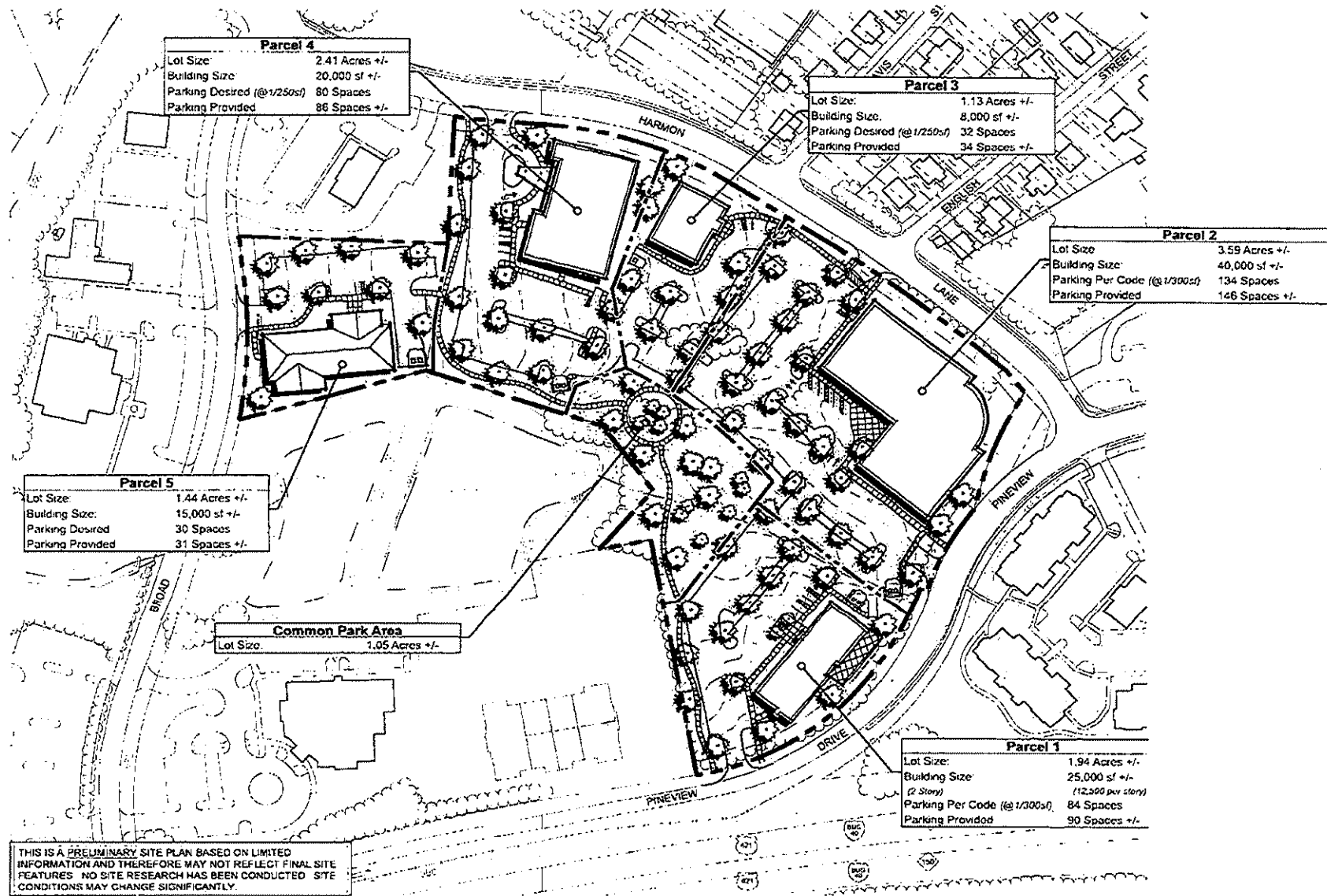
FORSYTH COUNTY

ATTEST:

By: _____

Clerk to the Board

Attachment A



The Site consists of Parcels 3 and 4. Building sizes, parking spaces, and other amenities are illustrative only and have not been finalized.