

City of High Point

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



Meeting Agenda

Monday, January 5, 2009

4:45:00 PM

Council Chambers

Committee of the Whole

*Rebecca R. Smothers, Mayor
William S. Bencini, Mayor Pro Tem
Latimer B. Alexander, IV, Mary Lou Blakeney,
Foster Douglas, John Faircloth, Michael D. Pugh,
Bernita Sims, M. Christopher Whitley*

ROLL CALL, PRAYER, PLEDGE OF ALLEGIANCE**PRESENTATION OF ITEMS****090007****Policy for Public Comment Period.**

Consideration of adoption of a proposed Policy for Public Comment Period.

Committee Members - Bencini, Douglas, Alexander

1/5/2009 Committee of the Whole adopted

080343**Contract - Bid No. 32 - Transformers**

Approval of contract awarding Bid No. 32 for the purchase of transformers to replenish the warehouse stock. Purchasing and the Electric Department recommends that contract be awarded as follows: Pauwels Transformers, Inc. in the amount of \$131,677.00 and HD Supply (GE) in the amount of \$96,756.00 for a total contract of \$228,433.00.

1/5/2009 Committee of the Whole approved

080344**Budget Ordinance Amendment - Lead Hazard Control Project**

Adoption of an Ordinance Amending the 2008-2009 Budget Ordinance to appropriate funds in the amount of \$45,000 for additional funds for the Lead Hazard Control Project.

1/5/2009 Committee of the Whole adopted

080345**Budget Ordinance Amendment - Roy B. Culler Senior Center**

Adoption of an ordinance amending the 2008-2009 Budget Ordinance to appropriate funds in the amount of \$17,453.00 to support and develop programming for the Roy B. Culler Senior Center.

1/5/2009 Committee of the Whole adopted

090002**Contract - State Contract - Purchase of Light Transit Vehicles - Dial-A-Lift**

Approval of contract awarding State Contract bid for the purchase of 3 new light transit vehicles to replace the old fleet of vans used for Dial-A-Lift services. Purchasing and the Transportation Department recommends that contract be awarded to Interstate Transportation Equipment (State Contract Vendor) in the amount of \$134,373.78.

1/5/2009 Committee of the Whole approved

090003**Contract - Engineering Services - Phase 2 Upgrade of the Westside WWTP**

Council is requested to approve contract in the amount of \$628,100.00 with Hazen and Sawyer, P.C. for engineering services related to the Phase 2 Upgrade of the Westside WWTP.

1/5/2009 Committee of the Whole approved

090004**Contract - Architectural Services - Fire Department Maintenance Building**

Council is requested to approve contract with Garner-Brown Architects, PA in the amount of \$90,750.00 for the architectural services for the Fire Maintenance Facility located on Fisher Street.

1/5/2009 Committee of the Whole approved

PUBLIC SAFETY COMMITTEE -Council Member Faircloth, Chair

Committee Members - Douglas, Pugh, Alexander

090001**Ordinance - Vacate/Close Dwelling - 415 A & B White Oak Street**

Consideration of ordinance ordering the housing inspector to effectuate the vacating and closing of a dwelling located at 415 A & B White Oak Street belonging to Kingston Investments, LLC.

1/5/2009 Committee of the Whole adopted

Pending Items**080300****Ordinance Amendment - Presence of Sex Offenders in City Parks and Recreation Centers**

Council is requested to adopt an amendment to the High Point Code of Ordinances to create a new Section 12-1-15, Article 12, Chapter 1 entitled Presence of Registered Sex Offenders in City parks and City recreation centers prohibited.

080320**Amendment to the Code of Ordinances - Section 12 - "Offenses"**

Monday, November 3, 2008 at 5:30 p.m. is the date and time established by City Council to receive public comments on the following changes to the High Point Code of Ordinances:

A new section 12-1-14 - Urinating or Defecating on any public place

Amendment to section 12-1-4 - Possession or consumption of malt beverages and unfortified wine on streets and city property. (this matter was split out, please refer to Matter #090052.

PUBLIC SERVICES COMMITTEE - Council Member Sims, Chair

Committee Members - Blakeney, Faircloth, Whitley, Alexander

PLANNING & DEVELOPMENT COMMITTEE - Council Member Bencini, Chair

Committee Members - Blakeney, Pugh, Sims, Faircloth

ADJOURNMENT



HIGH POINT CITY COUNCIL

PUBLIC COMMENT POLICY

A Public Comment Period will be held on the first Monday of the regular City Council meeting schedule. It will begin approximately at 5:15 p.m. and conclude when all speakers have spoken or at 6:00 p.m. Persons may speak at this time on any topic that is not listed as a public hearing item on the agenda.

- Persons who have signed the register to speak shall be taken in the order in which they are listed. Others who wish to speak and have not signed in will be taken after those who have registered.
- Persons addressing City Council are asked to limit their comments to 3 minutes.
- Citizens will be asked to come to the lectern, state their name and address and the subject(s) on which they will comment.
- If a large number of people are present to register concerns about the same subject, it is suggested that they might be acknowledged as a unified group while a designated speaker covers the various points. This helps to avoid repetition while giving an opportunity for people present with the same concerns to be recognized.
- In the event there are more people who wish to speak than can be accommodated in the 45 minutes set aside for the comment period, City Council may extend the period, delay it until the rest of the agenda has been completed, or continue it to the next regular council meeting.

This policy to be effective upon adoption.

Adopted this 5th day of January, 2009.

BID INFORMATION AND RECOMMENDATION**BID:** State Contract 070M**DATE OPENED:** 09/08/05-06/30/09**DESCRIPTION:** Light Transit Vehicle**BID PACKAGES DISTRIBUTED:** N/A**DEPARTMENT:** Transportation**SOURCE OF FUNDS:** 641622-532301-641093344045-R1215**BUDGETED AMOUNT:** \$240,000.**RECOMMENDED AWARD**

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
3 EA	Light Transit Vehicles	\$44,791.26	\$134,373.78

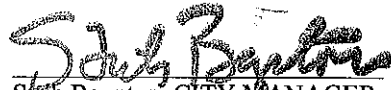
PURPOSE: Purchase of new vehicles to replace the existing 5-year old fleet of vans that have exceeded their useful life as defined by the Federal Transit Administration. Vehicles are to be used for Dial-A-Lift Services.

COMMENTS: Purchase is funded by 80% Federal, 10% State and 10% Local funds.

BID TABULATION

N/A

The **TRANSPORTATION DEPARTMENT** and the **PURCHASING DIVISION** recommend that the contract for **LIGHT TRANSIT VEHICLES** be awarded to **INTERSTATE TRANSPORTATION EQUIPMENT**, the awarded State Contract vendor, in the amount of **\$134,373.78**.

DATE OF RECOMMENDATION: December 19, 2008
Strib Boynton, CITY MANAGER



CITY OF HIGH POINT

NORTH CAROLINA



DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION DIVISION

To: Mark McDonald, Transportation Director

From: Angela W. Wynes, Assistant Transit Manager 

Date: December 19, 2008

Subject: Dial-A-Lift Vehicle Purchase Recommendation

Currently the transit system uses three 2004 Dodge Maxivans to provide specialized transportation for elderly and disabled citizens through the Dial-A-Lift program. The current vehicles have met their useful lives as they have met the Federal Transit Administration (FTA) criteria of being in service for five years old and each have over 100,000 miles. The fleet has become unreliable and expensive to maintain.

We have a currently approved FTA grant that funds the vehicles with 80% federal dollars, 10% state dollars, and 10% city dollars. Transit staff recommends purchasing the replacement vehicles using North Carolina State Contract 070M for a total cost of \$134,373.80 or \$44,791.26 each. Funds have been budgeted in 641622 532301 641093344045 R1215.

If you have any questions or need additional information, please advise.

**DEPARTMENT OF PLANNING AND DEVELOPMENT
INSPECTION SERVICES
HOUSING ENFORCEMENT DIVISION**

ORDINANCE

REQUEST: Ordinance to Vacate/Close

PROPERTY

ADDRESS: 415-A White Oak Street

OWNER:

Kingston Investments, LLC

FIRST

INSPECTION: Number of Violations: Unsafe 1 Minor ____

12-15-2008

****Broken sewer line****

HEARING

RESULTS:

N/A

ORDER(S)

ISSUED:

12-15-2008

Order to Repair Unsafe Equipment (48-hour Notice)
compliance date of 12-17-2008

APPEALS:

None

OWNER

ACTIONS:

no actions taken

STATUS OF

CLOSED DWELLINGS:

12-30-2008

Occupied, no repairs

COMPLIANCE

DATE STATUS:

12-17-2008

Conditions still exist

EXTENSIONS:

none requested

STAFF COMMENTS:

There has been no response from property owner. There is a separate minimum housing case for other violations.

**DEPARTMENT OF PLANNING AND DEVELOPMENT
INSPECTION SERVICES
HOUSING ENFORCEMENT DIVISION**

**ORDINANCE
REQUEST:**

Ordinance to Vacate/Close

**PROPERTY
ADDRESS:**

415-B White Oak Street

OWNER:

Kingston Investments, LLC

**FIRST
INSPECTION:**
12-15-2008

Number of Violations: Unsafe 1 Minor
Broken sewer line

**HEARING
RESULTS:**
N/A

**ORDER(S)
ISSUED:**
12-15-2008

Order to Repair Unsafe Equipment (48-hour Notice)
compliance date of 12-17-2008

APPEALS:

None

**OWNER
ACTIONS:**

no actions taken

**STATUS OF
CLOSED DWELLINGS:**
12-30-2008

Occupied, no repairs

**COMPLIANCE
DATE STATUS:**
12-17-2008

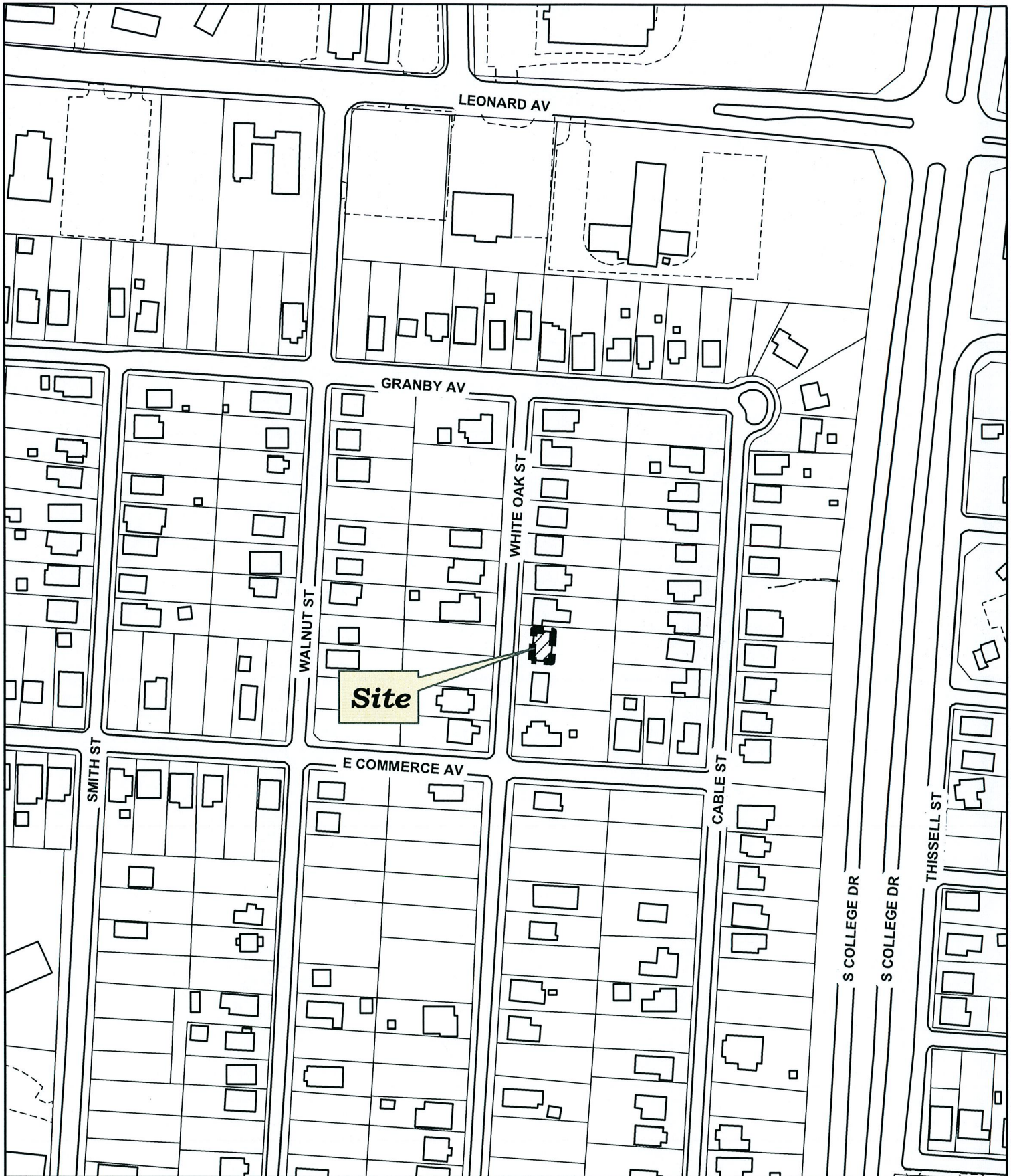
Conditions still exist

EXTENSIONS:

none requested

STAFF COMMENTS:

There has been no response from property owner. There is a separate minimum housing case for other violations.



415 A & B White Oak St

Ordinance to Vacate/Close



Location of subject property

**Department of Planning
and Development**

City of High Point

Date: December 30, 2008



Scale: 1"=200'

y:/ba-pz/Inspection/ord-vacate-
close-415A-B-White-Oak-St.mxd



415 A & B White Oak Street



MEMORANDUM

Date: December 30, 2008

To: Pat Pate, Assistant City Manager

From: Terry Houk, Assistant Director of Public Services (T. H.)

Re: Agenda Item

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

Acceptance of contract for engineering services related to Phase 2 Upgrade –
Westside WWTP between the City of High Point and Hazen and Sawyer, P. C.
(Engineers)

Engineering services refers to design of Phase 2 for Westside WWTP. Phase 2 is the upgrade of the effluent of the plant. Phase 2 will include demo of the old headwords, new sand filters, additional disinfection, and flood protection for the plant.

Public Services is recommending this amendment be accepted for:

Engineering Services – Phase 2- Design	\$628,100.00
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Funding for this amendment will come from 421779-527105-421001013420-40205.

Cc: Chris Thompson
Jeff Moore
Bob Martin
Patty Sykes
File

AMENDMENT NO. 5
CONTRACT FOR
PROFESSIONAL ENGINEERING SERVICES
for
WESTSIDE WASTEWATER TREATMENT PLANT

THIS AMENDMENT NO. 5 modifies the original Agreement entered into on November, 2004 for engineering services related to the Westside Wastewater Treatment Plant, by and between THE CITY OF HIGH POINT, NORTH CAROLINA (OWNER) and HAZEN AND SAWYER, P.C. (ENGINEERS).

WHEREAS, the OWNER desires to increase the capacity of its Westside Wastewater Treatment Plant and upgrade portions thereof to meet more stringent NPDES permit effluent limits, and

WHEREAS, the ENGINEERS have completed a Preliminary Engineering Report for upgrade and expansion of the Westside Wastewater Treatment Plant, the Owner now desires the Engineers to design effluent filters, ultraviolet disinfection facilities, flood protection berm and demolish the existing preliminary treatment facilities at the Westside Wastewater Treatment Plant.

WITNESSETH, that the parties hereto do mutually agree as follows:

ARTICLE I - DESCRIPTION OF PROJECT

The scope of services related to the project contained in the original Agreement as amended is to be modified by this Amendment No. 5 to include the design for Phase 2 construction at the Westside Wastewater Treatment Plant to include design, permitting and bidding for the described facilities as described.

ARTICLE II - SERVICES TO BE PERFORMED

The following services shall be provided as described in detail in Attachment A:

- Design of the Effluent Filters and Pump Station

- Design of the UV disinfection facilities
- Design of the flood protection facilities
- Bid and Award Services

ARTICLE III - SCHEDULE

The work to be performed and the services to be rendered under this Amendment No. 5 shall commence approximately January 1, 2009 as directed by the OWNER and shall be coordinated with the construction schedule.

ARTICLE IV - COMPENSATION

For the project described in Article I and scope of services described in Article II of the original Agreement as amended and this Amendment No. 4, the OWNER shall pay the ENGINEERS all allowable and allocable costs that are incurred up to the cost ceilings indicated below under Basis of Compensation or the lump sum amounts contained therein.

BASIS OF COMPENSATION

	<u>Lump Sum</u>
Design Services	\$612,900.00
Bid Period Services	\$15,200.00
Total	\$628,100.00

IN WITNESS WHEREOF, the parties hereto have made and executed this
Amendment No. 5 to the original Agreement this _____ day of
_____, 2008.

Attest:

CITY OF HIGH POINT, NORTH CAROLINA

By: _____

Pat Pate
Assistant City Manager

Date

Witness:

HAZEN AND SAWYER, P.C.

By: _____

James Cramer, P.E.
Vice President

Robert S. DiFiore, P.E.
Vice President

APPROVED BY FINANCE OFFICER

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

Date

Finance Officer

APPROVAL BY CITY ATTORNEY

Approved as to form and legality:

Fred P. Baggett, City Attorney

Date

APPROVAL BY FINANCE OFFICER

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

Jeffrey A. Moore, Director of Financial Services

Date

Attachment A
Phase 2 Design and Bid Services
FEE ANALYSIS AND SUPPORTING INFORMATION
Expansion of the Westside WWTP
Estimated Lump Sum for Basic Design and Bidding Services
Based on Manhour Estimates/Unit Cost

4.A.1.c Design (Phase 2)

General and Detail Drawings

24 Sheets @	60 Hours X	\$85 /Hour	\$122,400
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Mechanical Drawings

21 Sheets @	100 Hours X	\$95 /Hour	\$199,500
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Structural Drawings

10 Sheets @	100 Hours X	\$95 /Hour	\$95,000
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Architectural

4 Sheets @	100 Hours X	\$90 /Hour	\$36,000
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Electrical and Instrumentation Drawings

16 Sheets @	100 Hours X	\$100 /Hour	\$160,000
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4.A.1.d Bid Period Services (for Phase 2)

Additional Bid Period Services

	160 Hours X	\$95 /Hour	\$15,200
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Phase 2 Total			\$628,100
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December 18, 2008

MEMORANDUM

TO: Strib Boynton
City Manager

FROM: Louanne C. Hedrick
Budget & Evaluation Officer

SUBJECT: Agenda Item for City Council

The City of High Point Housing and Community Development Department has been awarded an additional \$45,000 to the current contract for the Lead-Based Paint Hazard Control Program by North Carolina Department of Environment and Natural Resources (NCDENR). The original contract approved in December 2007 will be amended from \$360,000 to \$405,000.

Attached is a budget amendment to recognize the revenues received, and to appropriate funds for the Lead-Based Paint Hazard Control Program. The total matching funds will be paid out of CDBG funds.

Michael McNair and I will be available to answer any questions you may have.

Cc: Pat Pate
Randy McCaslin
Michael McNair

"AN ORDINANCE AMENDING THE 2008-2009 BUDGET ORDINANCE
OF THE CITY OF HIGH POINT, NORTH CAROLINA
TO APPROPRIATE FUNDS FOR ADDITION TO
LEAD HAZARD CONTROL PROJECT

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

Section 1. The City has been awarded additional funds from the North Carolina Department of Environment and Natural Resources (NCDENR) to further implement a Lead Hazard Control Project. In order for the Community Development and Housing to account for reimbursement of these funds, they need to be appropriated.

Section 2. That the 2008-2009 Budget Ordinance of the City of High Point is hereby amended as follows:

(A) That the following Community Development Fund revenues be amended as follows:

State Grant Revenues (302535/411999)	\$ 45,000
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(B) That the following Community Development Fund expenditures be amended as follows:

Expenditures- Community Development Fund (302535/527101)	\$ 45,000
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Section 3. That all ordinances, or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

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

Adopted this _____ day of January, 2009

COMMUNITY DEVELOPMENT & HOUSING

Calvin E. Slade

AFFORDABLE HOUSING MANAGER



MEMORANDUM

TO: Lou Hedrick, Budget & Evaluation Officer

FROM: Calvin E. Slade, Affordable Housing Manager

DATE: December 10, 2008

SUBJECT: Amendment to NCDENR Lead Grant

The City of High Point has been awarded an additional \$45,000 from NCDENR. The amount of the contract will change from \$360,000 to \$405,000, an increase of \$45,000.

The \$45,000 should be placed in the following:

- Activity Number - 302094113755
- Accounting Unit - 302535
- Account - 527101
- Category - 53010

The Revenue side:

- A/C - 411999
- Category - 42382

Phone
336.883.3348

Fax
336.883.3355

City of High Point, P.O. 230, 211 South Hamilton Street, High Point, NC 27261 USA

Fax: 336.883.3355 TDD 336.883.8517



North Carolina Department of Environment and Natural Resources

DIVISION OF PURCHASE AND SERVICES

Michael F. Easley, Governor

Michael G. Bryant, Director

William G. Ross, Jr., Secretary

November 17, 2008

AMENDMENT NO. 1

AMENDMENT TO GRANT CONTRACT NUMBER 653

BETWEEN

CITY OF HIGH POINT

AND THE

NORTH CAROLINA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES

Pursuant to Paragraph number fifteen (15) pertaining to Amendments of Contract Number 653, the Department of Environment and Natural Resources and the Grantee mutually agree to change the initial scope of work to an amended Scope of Work as described in Attachment A, which is incorporated as part of this amendment.

The amount of the contract will change from THREE HUNDRED SIXTY THOUSAND DOLLARS (\$360,000.000) to a new total of FOUR HUNDRED FIVE THOUSAND DOLLARS (\$405,000.00), an increase of FORTY FIVE THOUSAND DOLLARS (\$45,000.00).

It is the intent of this amendment to address the provision(s) noted only, and in no way should this amendment be construed to further modify this grant contract. All other terms and conditions remain the same. Please indicate acceptance by your signature below.

Approved

City of High Point	Michael G. Bryant, DENR

Return four (4) original-signed documents to the address specified below for execution by the Department:

By US Mail

DENR Division of Purchase and Services

1605 Mail Service Center

Raleigh NC 27699-1605

Attention: Ed Daughtry

By Private Carrier

DENR Division of Purchase and Services

512 North Salisbury Street - Room 640

Raleigh, NC 27604

Attention: Ed Daughtry

Amendment Number One (1), when fully executed by all parties, will be forwarded to the Grantee.

ORIGINAL

1605 Mail Service Center, Raleigh, North Carolina 27699-1605

Phone: 919-733-9746 \ FAX: 919-715-0684 \ Internet: www.admin.enr.state.nc.us/purchase/

An Equal Opportunity / Affirmative Action Employer - 50 % Recycled \ 10 % Post Consumer Paper





Division of Environmental Health

Terry L. Pierce, Director

Environmental Health Services Section

Bart Campbell, Section Chief

State of North Carolina
Michael F. Easley, Governor

Department of Environment and
Natural Resources

William G. Ross, Secretary

ATTACHMENT A

The CITY OF HIGH POINT HOUSING AND COMMUNITY REHABILITATION PROGRAM will provide the following service for its matching fund contribution:

1. Will provide approximately \$310,898.00 of CDBG Emergency Repair Funds, which is an average of \$7,772.45 per housing unit in housing rehabilitation involved in the Lead-Based Paint Hazard Control Program that are undergoing lead hazard control work activities. If the unit's total cost is less than the \$8,000.00 of lead hazard control funds allocated toward the unit, then the City of High Point will match dollar for dollar in CDBG Emergency Repair Funds toward the unit (for example, the total cost of the unit is \$6,000.00, then \$3,000.00 would be CDBG Funds and \$3,000.00 would be Lead Hazard Control funds). The total matching funds contribution from the CITY OF HIGH POINT HOUSING AND COMMUNITY REHABILITATION PROGRAM is up to three hundred ten thousand eight hundred ninety eight dollars (\$310,898.00).

WORK TO BE PERFORMED

- a) In a timely and satisfactory manner as determined by the NC DENR CEHB, perform the work program described by the goals and objectives set forth in Scope of Work.

2. COMPLIANCE WITH APPROVED PROGRAM

- a) All activities authorized by this Agreement will be performed in accordance with the goals and objectives set forth in the Scope of Work and the conditions, assurances, and requirements set forth in HUD Lead-Based Paint Grant (LBPG) NCLHB0336-06 as detailed in the provisions of the NC DENR CEHB application. The Provider further agrees that it will notify the NC DENR CEHB prior to undertaking any activity or authorizing an expenditure that is not clearly consistent with the terms of this Agreement and its appendices and/or with the conditions, assurances, and requirements of HUD LBPG Program Grant No. NCLHB0336-06 and that no such activity or expenditure of a questionable nature shall be authorized without prior approval of NC DENR CEHB.

3. REPORTS, RECORDS, MONITORING, AND EVALUATION

The Provider agrees to prepare, retain for a period of at least three (3) years and permit access by the NC DENR CEHB, HUD, and the Comptroller General to inspect, as deemed necessary, program records, which includes the following:

- a) Final records and documentation sufficient to support payment of expenses,
- b) Property inventories,
- c) Meeting announcements, agendas, and minutes,
- d) Time sheets and personnel records,
- e) Documentation supporting Provider's accomplishments in the conduct of the project,



Division of Environmental Health

Terry L. Pierce, Director

Environmental Health Services Section

Bart Campbell, Section Chief

State of North Carolina
Michael F. Easley, Governor

*Department of Environment and
Natural Resources*
William G. Ross, Secretary

ATTACHMENT A

through the grantee's personnel system, but not to consultants who perform as independent contractors.

The Provider hereby assures and certifies that it will comply with the regulations, policies, guidelines and requirements with respect to the acceptance and use of Federal funds for this federally assisted program. Also, the Provider gives assurances and certifies with respect to the grant that:

1. Provider possesses legal authority to execute the Lead-Based Paint Grant (LBPG) Program activities outlined in the Provider's Scope of Work.
2. Provider's governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the person identified as the official representative of the Provider to enter into the Agreement and all understandings and assurances contained therein, and directing the representative of the Provider to provide such additional information as may be required.
3. The grant will be conducted and administered in compliance with:
 - a) The acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.
 - b) The regulations, policies, guidelines and requirements of OMB Circular Nos. A-122, 24 CFR Part 85 and A-133 as they relate to the acceptance and use of Federal funds under this federally assisted program. The grant activity will be a part of the Provider's annual audit and that audit will be submitted to the NC DENR CEHB.
 - c) The provisions of the National Environmental Policy Act of 1969; and the regulations issued pursuant thereto.
4. No member of or delegate to the congress of the United States shall be admitted to any share or part of the Agreement or to any benefit to arise from same.
5. No member, officer or employee of the NC DENR CEHB, or its designees or agents and no member, officer or employee of the Provider or its designees or agents who exercise any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the process thereof, for work to be performed in connection with the program assisted under this Grant, and that it shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this certification.
6. Provider will give HUD and the Controller General or any authorized representative access to and the right to examine all records, books, papers or documents for three (3) years after the close of the grant.



Division of Environmental Health

Terry L. Pierce, Director

Environmental Health Services Section

Bart Campbell, Section Chief

State of North Carolina
Michael F. Easley, Governor

Department of Environment and
Natural Resources
William G. Ross, Secretary

ATTACHMENT A

Inquiries regarding this Patent Rights clause should be in writing and directed to:

Grants Officer
Office of Healthy Homes and Lead Hazard Control
U.S. Department of Housing and Urban Development
451 Seventh Street SW
Washington, D.C. 20410-3000

SPECIAL CONDITIONS CLAUSE FOR LEAD-BASED PAINT HAZARD EVALUATION OR CONTROL ACTIVITIES

Provider conducting lead-based paint hazard evaluation or control activities agrees to comply with the following special requirements:

- a) Comply with Section 1101 of Title X, Grants for Lead-Based Paint Hazard Reduction, as amended by section 217 of Public Law 104-134, if the grant is under the Lead-Based Paint Hazard Control, Lead Hazard Reduction Demonstration Grant, or Operation Lead Elimination Action Program: Such grantees shall provide assistance for housing which meets the following criteria—
 - 1) For grants made to assist rental housing, at least 50 percent of the units must be occupied by or made available to families with incomes at or below 50 percent of the area median income level and the remaining units shall be occupied or made available to families with incomes at or below 80 percent of the area median income level, and in all cases the landlord shall give priority in renting units assisted under this section, for not less than 3 years following the completion of the lead abatement activities, to families with a child under the age of six years, except that building with five or more units may have 20 percent of the units occupied by families with incomes above 80 percent of area median income level:
 - 2) For grants made to assist housing owned by owner-occupants, all units assisted with grants under this section shall be the principal residence of families with income at or below 80 percent of the area median income level, and not less than 90 percent of the units assisted with grants under this section shall be occupied by a child under the age of six years or shall be units where a child under the age of six years spends a significant amount of time visiting.
- b) Develop and implement written procedures for all phases of lead evaluation and control, which are consistent with the HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing (hereafter known as the Guidelines).
- c) Request and receive formal concurrence from HUD for deviations from the procedures described in the HUD Guidelines. Such deviations may include thresholds for abatement hazard control or post abatement hazard control clean-up procedures, which differ from the HUD Guidelines.



Division of Environmental Health

Terry L. Pierce, Director

Environmental Health Services Section

Bart Campbell, Section Chief

State of North Carolina
Michael F. Easley, Governor

Department of Environment and
Natural Resources
William G. Ross, Secretary

ATTACHMENT A

- m) Comply with the OHHLHC Policy Guidance Issuance that pertain to specific work practice, management, or reporting requirements.
- n) Provide a copy of all lead-based paint inspection, risk assessment, and clearance test reports to the property owner in order for the property owner to comply with disclosure requirements required under 24 CFR part 35, Subpart A. The letter transmitting these reports must include the statement shown below:

"The Federal Residential Lead-Based Paint Hazard Reduction Act, 42 U.S.C. 4852d, requires sellers and landlords of most residential housing built before 1978 to disclose all available records and reports concerning lead-based paint and/or lead-based paint hazards, including the test results contained in this notice, to purchasers and tenants at the time of sale or lease or upon lease renewal. This disclosure must occur even if hazard reduction or abatement has been completed. Failure to disclose these test results is a violation of the U.S. Department of Housing and Urban Development and the U.S. Environmental Protection Agency regulations at 24 CFR Part 35 and 40 CFR Part 745 and can result in a fine of up to \$11,000 per violation. To find out more information about your obligations under federal lead-based paint requirements, call 1-800-424-LEAD."

- D. **CONTRACT TIME PERIOD:** The time period of this contract is 24 months starting on October 1, 2007 and ending on September 30, 2009.
- E. **PAYMENT SCHEDULE:** This contract is on a cost-reimbursable basis not to exceed four hundred and five thousand dollars (\$405,000.00).
- F. **OWNERSHIP OF EQUIPMENT PURCHASED UNDER THIS CONTRACT:** No equipment is to be purchased using the funds from this contract.
- G. **DETAILED PROJECT BUDGET:** Up to \$8,000.00 per unit for lead hazard control work activities of Lead-Based Paint Hazard Control Funds has been programmed for a total of up to three hundred sixty thousand dollars (\$360,000.00) for the above service. In addition, up to \$1,000.00 per unit for reimbursement of relocation expenses for a total of \$45,000.00 has been programmed for a total of \$405,000.00 (lead hazard control work and relocation expenses) for the above services



December 18, 2008

MEMORANDUM

TO: Strib Boynton
City Manager

FROM: Louanne C. Hedrick
Budget & Evaluation Officer

SUBJECT: Agenda Item for City Council

The City has received a General Purpose Grant for the Roy B. Culler Senior Center from the North Carolina Department of Health & Human Services in the amount of \$17,453. In accordance with the grant provisions, the grant will be used to support and develop programming for the senior center as defined on page 2(#7) of the attached documentation. Approximately 700 seniors will be served by the funding of this grant.

Attached is a budget amendment to recognize the revenues received, and to appropriate funds for the Senior Center. There is a 25% local match in the amount of \$4,363 which is available in the Grants Fund.

Allen Oliver and I will be available to answer any questions you may have.

Cc: Pat Pate
Randy McCaslin
Allen Oliver

**"AN ORDINANCE AMENDING THE 2008-2009 BUDGET ORDINANCE
OF THE CITY OF HIGH POINT, NORTH CAROLINA
TO APPROPRIATE FUNDS FOR ROY B. CULLER SENIOR CENTER**

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

Section 1. The City has received a \$17,453 grant from the NC Department of Health and Human Services Division of Aging and Adult Services. The funding will be used for to support and develop programming for the senior center.

Section 2. In order to appropriate these funds, the Budget Ordinance of the City of High Point would need to be amended as follows:

(A) That the following Special Grant revenues be amended as follows:

State Grant Revenues (301410/411999)	\$ 13,090
Local Grant Match (301410/413999)	4,363

(B) That the following Special Grant expenditures be amended as follows:

Grants – Parks & Recreation (301410)	\$ 17,453
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Section 3. That all ordinances, or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

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

Adopted this _____ day of January, 2009

PIEDMONT TRIAD COUNCIL OF GOVERNMENTS' AREA AGENCY ON AGING

**SENIOR CENTER GENERAL PURPOSE FUNDING
PROGRAM DESCRIPTION
2008-2009**

Please Note:

Funding may be used to support and develop programming and general operations or to construct, renovate or maintain senior center facilities.

1. Senior Center and address to receive funding:

Roy B. Culler, Jr. Senior Center
600 North Hamilton Street
High Point, NC 27262
883-3584

(If receiving funding for more than one Senior Center, an individual program description and budget is required for each.)

2. Tax ID #: 56-6000231

3. Type of agency:

- Non-profit ()
- Public (X)

4. Amount of Funding (please complete budget page): 13,090

5. County served by Senior Center: Guilford

6. Coordination with other agencies serving older adults, including Senior Centers within county:

Theatre Art Gallery and High Point Arts Council to provide outreach programs to minority and low-income populations. Greensboro Senior Center and YWCA to collaborate with senior games and Community Nutrition Sites in High Point, High Point Public Housing and P & R Recreation Centers to include their seniors in programs.

7. Describe the following:

Use of Funding: 1.) Veteran's Day Programs for 144 veterans. 2.) Volunteer Appreciation programs for senior volunteers. 3.) Provide Educational Lunch programs to minorities, low-income and underserved seniors. 4.) Personnel to assist with transportation and Health and Wellness programs for seniors. 5.) Supplement costs of carpet/blinds for the Senior Center. 6.) Provide opportunity for professional training for senior center staff.

a) Expected outcomes of Senior Center General Purpose Funding:

We plan to increase participation in programs at the Center in the number of underserved seniors. We plan to increase opportunity for participation by filling transportation needs to seniors. In addition provide opportunities for seniors to improve health, wellness and socialization in a well kept and maintain facility.

b) Indicate the number of seniors to be served with additional use of Senior Center General Purpose Funding. 700

c) What percent of minority population will be served through the Senior Center?

30%

d) Senior Center Contact Name:

Calvin Vaughn

**SENIOR CENTER GENERAL PURPOSE FUNDING BUDGET REQUEST
2008-2009**

Name & Address of Grantee:

Roy B. Culler, Jr. Senior Center
600 North Hamilton Street
High Point, NC 27262

Project Year:

Beginning: 07/01/08 Ending: 6/30/09

Cost Categories	Budget
1. Personnel (itemize)	4000
2. Travel (itemize)	
3. Equipment (itemize)	
4. Other (itemize)	13,453
5. TOTAL COST	17,453
6. Less: Other Resources	
7. Less: Project Income	
8. Net Cost	
9. State Cost 75%	13,090
10. Local Share 25%	17,453

CERTIFICATE OF REQUIRED LOCAL MATCH AVAILABILITY & OTHER RESOURCES

1. **Cash Match** (itemize by source):

a) City of High Point, P & R, Senior Center \$ 4,363
b) _____ \$ _____

2. **In-Kind Match** (itemize by source and description):

a) _____ \$ _____
b) _____ \$ _____

3. **Other Resources** (itemize by source):

a) _____ \$ _____
b) _____ \$ _____

I certify that funds are available and will be used for Senior Center General Purpose Funding activities.

Signature and Title of Authorized Official

Date



**North Carolina Department of Health and Human Services
Division of Aging and Adult Services**

2101 Mail Service Center • Raleigh, North Carolina 27699-2101
Tel 919 733-3983 • Fax No. 919 733-0443

Michael F. Easley, Governor
Dempsey Benton, Secretary

Dennis W. Streets
Director

ADMINISTRATIVE LETTER NO: 08-11

TO: Area Agencies on Aging and Senior Centers

FROM: Dennis Streets, Division Director *Dennis W. Streets*

DATE: October 20, 2008

RE: 2008-2009 General Purpose Funding

This year the state total is \$1,265,316 with a local match of \$421,772 for a grand total of \$1,687,088. The local match will remain at 25% and can be cash or in-kind. Based on this requirement, the breakout is as follows:

	<u>State</u>	<u>Local</u>	<u>Total</u>
Senior Center General Purpose	\$1,265,316	\$421,772	\$1,687,088

The General Purpose funding will be allocated to the Area Agencies on Aging for distribution to the centers within the regions which the AAAs have determined provide full-time programs or will utilize this funding to develop full-time programs. **The centers receiving these allocations must be listed in the Division's Senior Center Directory [which is attached with this letter or can be located on the Division's website].** Over the past nine years, the senior center certification process has increased the base funding for those who have successfully completed this process. This ensures that funding is being well spent on readily identifiable programs and services and provides an incentive for centers that make investments to meet the certification requirements. Therefore, in order to provide an incentive to work toward certification, and to reward those who achieve it, the Division is again funding senior centers, equally, based on their certification status. The objectives for this year as in years past are to:

- Allocate funding equally to every center, based upon certification status;
- Require documentation and accountability for the use of funding, and;
- Provide incentives for centers to improve themselves through certification.

The annual appropriation will again be divided into *shares* based on the total number of senior centers as determined by Area Agencies on Aging plus extra portions for each senior center which has been certified through July 1, 2008. As of July 1, 2008 the total

number of senior centers is 164. Noncertified, identified centers will receive one *share* equal to \$4,363. Centers of Merit will receive two *shares* equal to \$8,726 and Centers of Excellence will receive three *shares* equal to \$13,090 or \$13,089.

The allocation distribution per center is as follows: [The total represents the addition of local match].

	<u>State</u>	<u>Local</u>	<u>Total</u>
Noncertified Centers (98)	\$ 4,363	\$1,454	\$ 5,817
Centers of Merit (6)	\$ 8,726	\$2,909	\$11,635
Centers of Excellence (46)	\$13,090	\$4,363	\$17,453
Center of Excellence (14)	\$13,089	\$4,363	\$17,452

The **25% matching resources** for this funding must not be used to match any other state or federal funding that the agency may receive. *The local match may be in the form of cash and/or in-kind and must directly support the purpose for which the funds are being used.* Senior Center networks receiving funding for more than one [1] center are expected to expend funds designated at each center, unless a different expenditure arrangement is approved by the Division.

The sixty [60] Centers of Excellence are as follows:

Number	County	Senior Center	City
1	Alamance	John Robert Kernodle Activities Center	Burlington
2	Ashe	Ashe Services for Aging Senior Center, Inc.	West Jefferson
3	Beaufort	Grace Martin Harwell Senior Center	Washington
4	Buncombe	Senior Opportunity Center	Asheville
5	Buncombe	Harvest House	Asheville
6	Burke	East Burke Senior Center	Hildebran
7	Burke	Morganton-Burke Senior Center	Morganton
8	Cabarrus	Cabarrus County Senior Center	Concord
9	Caldwell	Caldwell Senior Center, Inc.	Lenoir
10	Chowan	Chowan Senior Center	Edenton
11	Cleveland	Cleveland Council on Aging/Senior Center	Shelby
12	Cleveland	H. Lawrence Patrick Senior Center	Kings Mountain
13	Columbus	Whiteville Senior Center	Whiteville
14	Cumberland	Fayetteville Senior Center	Fayetteville
15	Davidson	Lexington/Davidson County Senior Center	Lexington
16	Davidson	Thomasville Senior Center	Thomasville
17	Davie	Davie County Senior Services	Mocksville
18	Durham	Durham Center for Senior Life	Durham
19	Edgecombe	E.L. Roberson Center	Tarboro
20	Forsyth	Kernersville Senior Enrichment Center	Kernersville
21	Forsyth	Shepherd's Center of Greater	Winston-Salem

		Winston-Salem	
22	Franklin	Franklinton Senior Center	Franklinton
23	Franklin	Louisburg Senior Center	Louisburg
24	Granville	Granville County Senior Services	Oxford
25	Guilford	Greensboro Senior Center	Greensboro
26	Guilford	Roy B. Culler, Jr. Senior Center	High Point
27	Hertford	Hertford County Office on Aging/Senior Center	Winton
28	Iredell	Iredell County Council on Aging/Senior Center	Statesville
29	Iredell	South Iredell Senior Center	Mooresville
30	Jackson	Senior Center of Jackson County	Sylva
31	Lee	Enrichment Center of Lee County	Sanford
32	Mecklenburg	Shamrock Senior Center of Charlotte-Mecklenburg SCs	Charlotte
33	McDowell	McDowell County Senior Center	Marion
34	Montgomery	Troy-Montgomery Senior Center	Troy
35	Moore	Moore County Enrichment Center	West End
36	Nash	The NASH (New Ageless Senior Haven)	Nashville
37	New Hanover	New Hanover County Senior Center	Wilmington
38	Northampton	J.W. Faison Senior Center	Jackson
39	Onslow	Onslow County Senior Services	Jacksonville
40	Pender	Pender County Adult Services, Heritage Place	Burgaw
41	Pender	Pender County Topsail Senior Center	Hampstead
42	Person	Person County Council on Aging/Senior Center	Roxboro
43	Pitt	Pitt County Council on Aging/Senior Center	Greenville
44	Richmond	Hamlet Senior Center	Hamlet
45	Rockingham	Reidsville Senior Center	Reidsville
46	Rockingham	Center for Active Retirement	Wentworth
47	Rowan	Ruffy-Holmes Senior Center	Salisbury
48	Stanly	Stanly County Senior Center	Albemarle
49	Stokes	Walnut Cove Senior Center	Walnut Cove
50	Surry	Surry County Senior Center	Mount Airy
51	Wake	Eastern Wake Senior Center	Wendell
52	Wake	Northern Wake Senior Center	Wake Forest
53	Wake	Whitaker Mill Senior Center	Raleigh
54	Washington	Washington County Senior Center	Plymouth
55	Watauga	L.E. Harrill Senior Center	Boone
56	Wayne	Wayne County Senior Center	Goldsboro
57	Wilson	Wilson County Senior Center	Wilson
58	Yadkin	East Bend Senior Center	East Bend
59	Yadkin	Yadkin County Senior Center	Yadkinville
60	Yadkin	Yadkin Valley Senior Center	Jonesville

The six [6] Centers of Merit area as follows:

Number	County	Senior Center	City
1	Johnston	Clayton Senior Center	Clayton
2	Randolph	Archdale Senior Center	Archdale
3	Randolph	Asheboro Senior Center	Asheboro
4	Randolph	Randleman Senior Center	Randleman
5	Rockingham	Madison-Mayodan Senior Center	Mayodan
6	Vance	Vance County Council on Aging Senior Center	Henderson

No state funds can be dispersed after the close of the fiscal year. Projected June expenditures must be reported with May services reported in June.

Notification of grant awards will be updated within two weeks.

If you have any questions, please call Gary Cyrus, Leslee Breen or Steve Freedman at the Division, 919-733-0440.

Enclosed with this information please find an application proposal packet for General Purpose and Outreach for your use.

Thank you.



MEMORANDUM

TO: Patrick Pate, Assistant City Manager

FROM: Tim McKinney, Director of Maintenance Operations

DATE: December 30, 2008

SUBJECT: Architectural Services – Fire Department Maintenance Building

On August 7, 2006, City Council approved the purchase of the property located at 205 Fisher Avenue for the purpose of converting Fire Station #4 into a fire vehicle maintenance facility upon completion of the new First Station #4 located at the intersection of Bellevue Avenue and Old Winston Road.

To begin the design for the conversion of the Station #4 to the High Point Fire Department Maintenance building located on Fisher Street, staff would like to secure the services of Garner-Brown Architects, PA to do the architectural services for this project. This will be for a free standing, pre-engineered metal building. Renovations to the existing fire station at this location are not included in this proposal.

At this time, we are requesting that City Council approve a contract with Garner-Brown Architects, PA in the amount of \$90,750.00 for the architectural services for the Fire Maintenance Facility located on Fisher Street.

December 17, 2008

Mr. Tim McKinney
Director of Maintenance/Operations
City of High Point
P.O. Box 230
High Point, NC 27261

Re: High Point Fire Station 4

Dear Mr. McKinney,

The opportunity to present a proposal for the architectural services for the High Point Fire Department Maintenance Building is greatly appreciated. Based on preliminary design studies of the project, we understand this will be a free standing, pre-engineered metal building located behind the existing Fire Station 4. The site will consist of the current Fire Station 4 site plus recently acquired adjacent properties. Renovation of the existing Fire Station is not included as part of this proposal.

For projects of this type, we use AIA Document B141 Standard Form of Agreement between Owner and Architect. This document describes the services provided by the Architect as well as the responsibilities of the Owner and the Architect. This is the same contract for architectural services we have used on previous City of High Point projects. For this project, the architectural fee will be \$90,750 plus \$9,250 for reimbursables. We feel this represents an equitable arrangement for the required services.

I trust this arrangement will meet with your approval. We look forward to working with you. Please advise as to how we are to proceed. Should you have any questions, please feel free to give me a call.

Sincerely,

Scott Garner AIA