

City of High Point

*Municipal Office Building
211 S. Hamilton Street
High Point, NC 27260*



Meeting Agenda

Monday, December 20, 2021

5:30 PM

Council Chambers

City Council

Jay W. Wagner, Mayor

Britt W. Moore (At Large), Mayor Pro Tem

*Tyrone Johnson (At Large), Cyril Jefferson (Ward 1), Christopher Williams (Ward 2),
Monica L. Peters (Ward 3), S. Wesley Hudson (Ward 4), Victor Jones (Ward 5), and
Michael Holmes (Ward 6)*

ROLL CALL, MOMENT OF SILENCE, AND PLEDGE OF ALLEGIANCE**FINANCE COMMITTEE - Mayor Pro Tem Moore, Chair****CONSENT AGENDA ITEMS**[2021-551](#)

Sole Source Contract - Cayenta Software Modification-SQL - Cognos
City Council is requested to award a sole source contract to Cayenta in the amount of \$318,425.00 for the migration of the database from Oracle to SQL and the migration of the printing component from Actuate to Cognos and that the appropriate City official be authorized to execute all necessary documents.

Attachments: [2. Sole Source Contract Cayenta Software Modification SQL Cognos](#)

[2021-552](#)

Contract - Atlantic Coast Engineering & Testing Inc. - Montlieu Avenue Roadway and Utility Improvements
City Council is requested to award a contract to Atlantic Coast Engineering & Testing, Inc. in the amount of \$115,000 for Montlieu Avenue Roadway and Utility Improvements and that the appropriate City official and/or employee be authorized to execute all necessary documents.

Attachments: [3. Contract-Atlantic Coast Engineering & Testing Inc. - Materials Testing Service](#)

[2021-553](#)

Contract - CPT Engineering & Surveying Inc. - Engineering Design Services - Samet Drive Extension
City Council is requested to award a contract to CPT Engineering & Surveying, Inc. in the amount of \$250,000.00 for design of the Samet Drive extension from Penny Road to Wendover Avenue and that the appropriate City official and/or employee be authorized to execute all necessary documents.

Attachments: [3a. Contract CPT Engineering & Surveying Inc. Engineering Design Service](#)

[2021-554](#)

Municipal Agreement - North Carolina Department of Transportation (NCDOT) - Sidewalk S. Main St & Traffic Signal Enhancements
City Council is requested to approve a Municipal Agreement with the North Carolina Department of Transportation (NCDOT) in the amount of \$130,048 for the construction of new sidewalks and traffic signal enhancements at three (3) intersections at the US 29 and S. Main Street interchange.

Attachments: [4. Municipal Agreement - NCDOT US 29 S. Main Street Sidewalk & Traffic Si](#)

[2021-555](#)

Municipal Agreement - North Carolina Department of Transportation (NCDOT) US 29 Bridge Replacement - S. Main Street
City Council is requested to approve a Municipal Agreement with the North Carolina Department of Transportation (NCDOT) in the amount of \$205,800 for the aesthetic treatments of the bridge replacement and retaining walls on US 29 over S. Main Street.

Attachments: [5. Municipal Agreement-NCDOT US 29 Bridge Replacement Over S. Main Str](#)

[2021-556](#)

Sole Source Contract - Riverdale Pumpstation - Clearwater, Inc.- Rotating Pump Assembly

City Council is requested to award a sole source contract to Clearwater, Inc. in the amount of \$ 33,996.67 for the purchase of the replacement rotating assembly for pump #1.

Attachments: [6. Sole Source Contract Clearwater, Inc. Riverdale Replacement Pump #1](#)

[2021-557](#)

Amendment #3 - Freese & Nichols __Registers Creek Pump Station & Force Main Project

City Council is requested to approve Amendment #3 with Freese & Nichols contract in the amount of \$209,330 for a change in construction phase services from part-time construction observation to full time observation for the duration (18 months) of the Registers Creek Lift Station and Force Main Project.

Attachments: [7. Freese & Nichols- Registers Creek Liftstation-Amendment 3](#)

[2021-558](#)

Resolution- Sale of City Owned Property - 700 Greenwood Drive

City Council is requested to adopt a resolution accepting the offer of \$10,000.00 and authorizing the sale of the
Property located at 700 Greenwood Drive through the upset bid procedure of N.C.G.S. 160A-269 and direct the City Clerk to publish a public notice of the proposed sale in accordance with N.C.G.S. 160A-269.

Attachments: [8. Resolution Sale of City Owned Property 700 Greenwood Drive](#)

[2021-559](#)

Ordinance - Budget Amendment - Record Issuance of Series 2021A and Series 2021B CES Revenue Refunding Bonds

City Council is requested to adopt a budget amendment to record the issuance of Series 2021A and Series 2021B CES Revenue Refunding Bonds.

Attachments: [9. 2021AB Refunding Amendment](#)

PROSPERITY & LIVABILITY COMMITTEE - Council Member Hudson,
Chair

CONSENT AGENDA ITEMS

[2021-560](#)

Juneteenth - City Paid Holiday

City Council is requested to approve the addition of Juneteenth as a City of High Point paid holiday.

Attachments: [FINAL Juneteenth - Paid City Holiday](#)

COMMUNITY DEVELOPMENT COMMITTEE - Council Member Williams, Chair

PENDING ITEMS

[2021-532](#)

Ordinance - Demolition of Dwelling - 315 Louise Avenue

Adoption of an ordinance ordering the building inspector to effectuate the demolition of a dwelling located at 315 Louise Avenue belonging to Stephen Macconnell.

Attachments: [315 Louise Council Packet2](#)

[2021-499](#)

Ordinance - Demolition of Dwelling - 1221 Franklin Avenue

Adoption of an ordinance ordering the building inspector to effectuate the demolition of a dwelling located at 1221 Franklin Avenue belonging to Arelis Tejada & Eddys Joel Tejada.

Attachments: [1221 Franklin Council Packet Final](#)

PLANNING & DEVELOPMENT - Mayor Jay W. Wagner

PUBLIC HEARINGS

PENDING ITEMS (Continued Public Hearings)

[2021-473](#)

Resolution - Shamrock Petey, LLC and City of High Point - Plan Amendment 21-06

A request by Shamrock Petey, LLC and the City of High Point to change the Land Use Plan classification for approximately 41 acres from the Office and Medium Density Residential classifications to the Community/Regional Commercial classification. The site is located at the southeast corner of W. Wendover Avenue and Penny Road.

Note: This matter was continued from the November 1, 2021 City Council Meeting to the November 15, 2021 Meeting @ 5:30 p.m. at the request of the applicant.

Attachments: [PA-21-06 Final Staff report and CC fwd for 11-1-21 CC mtg ver2](#)

[2021-474](#)

Ordinance - Maria T. Montoya-Couch et al. - Annexation 21-06

A request by Maria T. Montoya-Couch, SV LIM Holdings, LLC, Steven Lim, Barbara M. Jordan, Darrin R. Jordan, NorthState Telephone LLC and KTK for a voluntary contiguous annexation of approximately 27.2 acres, located at the southeast corner of W. Wendover Avenue and Penny Road. The property is known as Guilford County Tax Parcels 196671, 196672, 170002, 170004, 170005 and 170006.

Note: This matter was continued from the November 1, 2021 City Council Meeting to the November 15, 2021 Meeting @ 5:30 p.m. at the request of the applicant.

Attachments: [02. Staff Report AN-21-06 \(Council\).pdf](#)

[2021-504](#)

Mark & Carolyn Austin and Steven Lim-Annexation 21-08

A request by Mark & Carolyn Austin and Steven Lim for a voluntary contiguous annexation of approximately 7.94 acres, located along the south side of W. Wendover Avenue approximately 300 feet west of Gisbourne Drive (5223 W. Wendover Avenue - Guilford County Tax Parcel 170007) and along the north side of Samet Drive approximately 400 feet east of Penny Road (7706 Samet Drive - Guilford County Tax Parcel 196673).

Attachments: [03. Staff Report AN-21-08 \(Council\)](#)

[2021-506](#)

Shamrock Petey, LLC-Zoning Map Amendment 21-23

A request by Shamrock Petey, LLC to rezone approximately 34.7 acres from the Agricultural (AG) District, Residential Single Family - 40 (RS-40) District and Mixed Use (MXU) District all within Guilford County's zoning jurisdiction, to a Conditional Zoning Retail Center (CZ-RC) District. The site is located at the southeast corner of W. Wendover Avenue and Penny Road. Approval of this rezoning request is contingent upon City Council approval of a voluntary annexation request.

Attachments: [04. & 05. Staff Report ZA-21-23 \(Council\)](#)

REGULAR AGENDA ITEMS

[2021-561](#)

Dedication Agreement - Shamrock Petey, LLC - City of High Point - Samet Drive Extension

City Council is requested to approve a Dedication Agreement with Shamrock Petey, LLC and the City of High Point to construct the Samet Drive Extension and that the appropriate City official be authorized to execute all necessary documents.

Attachments: [Final Dedication Agreement-Shamrock Petey LLC & City of High Point-Samet](#)

GENERAL BUSINESS AGENDA

[2021-562](#)

Memorandum of Understanding (MOU) High Point Regional Health d/b/a High Point Regional Medical Center Memorandum of Understanding - Public Health Services Act, Section 403B "403B Program"
City Council is requested to approve a Memorandum of Understanding (MOU) between the City of High Point and High Point Medical Center supporting the participation in the drug discount program established under Section 340B of the Public Health Services Act (the "340B Program"); to assure the provision of health care to indigent, uninsured and underinsured residents of High Point and surrounding communities.

Attachments: [High Point Regional Health dba High Point Regional Medical Center Memorandum of Understanding](#)

[2021-564](#)

Appointment of City Trustee for the Environmental Remedial Trust (ERT) - Seaboard Chemical Corporation/Riverdale Drive Landfill Environmental Trust Fund Agreement
City Council is requested to accept the resignation of Terry Houk as City Trustee and appoint Robby Stone, Deputy Director of Public Services as City Trustee of the Seaboard Chemical Corporation/Riverdale Drive Landfill Environmental Trust Fund Agreement.

Attachments: [FINAL Appointment of City Trustee Seaboard Chemical Corp-Riverdale Drive Landfill Environmental Trust Fund Agreement](#)

[2021-565](#)

Reinstatement - Voting Board Member Janet Catania - Historic Preservation Commission
Council is requested to reinstate Historic Preservation Commission member, Janet Catania, as voting member of the board due to absences.

Attachments: [Board Member Reinstatement - Catania](#)

[2021-563](#)

Minutes to be Approved
December 2, 2021 Finance Committee Minutes @ 4:00 p.m.
December 6, 2021 Special Meeting Minutes @ 4:00 p.m.
December 6, 2021 Regular Meeting Minutes @ 5:30 p.m.
December 8, 2021 Prosperity & Livability Committee Minutes @ 9:00 a.m.

Attachments: [1. December 2 2021 Finance Committee Minutes](#)
[2. December 6 2021 Special Meeting Minutes](#)
[3. December 6 2021 Regular Meeting Minutes](#)
[4. December 8 2021 Prosperity Livability Committee Minutes](#)

ADJOURNMENT

CITY OF HIGH POINT

AGENDA ITEM



Title: Juneteenth Holiday

From: Eric Olmedo, Assistant City Manager

Public Hearing: None

Attachments: P&L Committee presentation

Meeting Date: December 20, 2021

Advertising Date / N/A

Advertised By:

PURPOSE:

Council is requested to consider adding Juneteenth as a paid city holiday.

BACKGROUND:

Staff was asked to provide information related to establishing Juneteenth as a City paid holiday.

Juneteenth celebrates the country's longest running observance of the abolition of slavery. This holiday commemorates the emancipation of slaves in Texas on June 19, 1865, after Union soldiers landed in Galveston, Texas. The slaves in this region were the last to learn of their freedom. Initially celebrated in Texas, where it is now observed as a state holiday, the celebration of Juneteenth has gradually spread across the nation.

Every year, June 19 marks the day that African Americans exercised independence from those who benefitted from their labors in the founding of this nation. Government units nationwide have recognized the need to honor and remember the endurance of African Americans that have persevered despite the injustices and hardship that they have faced.

Currently, the City of High Point offers the following days as holidays with pay for eligible City employees: New Year's Day, Martin Luther King, Jr. Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving (2 days) and Christmas (2 days). When a holiday falls on a Saturday, the preceding Friday is observed as the holiday, and when a holiday falls on a Sunday, the following Monday is observed as the holiday.

The addition of this holiday will help keep the City competitive to other public sector employers and will help the City retain and attract employees in a highly competitive job market.

The Prosperity and Livability Committee heard this item at its December 8, 2021 meeting and forwarded it to the City Council with a unanimous recommendation.

BUDGET IMPACT:

There is no direct budget impact to adding a holiday. There is a cost in lack of productivity due to having one additional day off as a holiday and shifting existing workloads to fewer days.

RECOMMENDATION / ACTIONS REQUESTED:

Staff asks the City Council to approve the addition of Juneteenth as a city paid holiday. If approved, the list of annual holidays will be updated in the Personnel Resolution.

Juneteenth Holiday Proposal

December 8, 2021

Juneteenth History

Juneteenth celebrates the country's longest running observance of the abolition of slavery. This holiday commemorates the emancipation of slaves in Texas on June 19, 1865, after Union soldiers landed in Galveston, Texas. The slaves in this region were the last to learn of their freedom.

Initially celebrated in Texas, where it is now observed as a state holiday, the celebration of Juneteenth has gradually spread across the nation.

Juneteenth History

Every year, June 19 marks the day that African Americans exercised independence from those who benefitted from their labors in the founding of this nation.

Government units nationwide have recognized the need to honor and remember the endurance of African Americans that have persevered despite the injustices and hardship that they have faced.

Current City Paid Holidays

- The City currently offers 9 paid holidays with 11 total days off annually:
 - New Year's Day
 - Martin Luther King, Jr. Day
 - Good Friday
 - Memorial Day
 - Independence Day
 - Labor Day
 - Veterans Day
 - Thanksgiving Day (2 days)
 - Christmas (2 days)

Holiday Comparison

- A review of the top 20 cities by population in North Carolina show that:
 - Seven cities (including High Point) offer 11 days off annually
 - Six cities offer 12 days off annually
 - Seven cities offer 13 days off annually

Holiday Comparison

- Eleven Cities offer Juneteenth as a holiday
 - Apex
 - Asheville
 - Chapel Hill
 - Cary
 - Durham
 - Greensboro
 - Greenville
 - Jacksonville
 - Raleigh
 - Rocky Mount
 - Winston-Salem
- Charlotte is considering adding for 2022

Data

FY 2022	New Years	MLK	Good Friday	Memorial Day	Juneteenth	Independence Day	Labor Day	Veterans Day	Thanksgiving	Christmas	Floating Holiday	Total Days
Winston-Salem	1	1	1	1	1	1	1	1	2	1		11
Fayetteville	1	1	1	1		1	1	1	2	2		11
High Point	1	1	1	1		1	1	1	2	2		11
Gastonia	1	1	1	1		1	1	1	2	2		11
Jacksonville	1	1		1	1	1	1	1	2	2		11
Burlington	1	1	1	1		1	1		2	3		11
Rocky Mount	1	1	1	1	1	1	1		2	2		11
Charlotte	1	1	1	1		1	1	1	2	2	1	12
Durham	1	1	1	1	1	1	1	1	2	2		12
Wilmington	1	1	1	1		1	1	1	2	3		12
Chapel Hill	1	1	1	1	1	1	1		2	3		12
Huntersville	1	1	1	1		1	1	1	2	3		12
Kannapolis	1	1	1	1		1	1	1	2	3		12
Raleigh	1	1	1	1	1	1	1	1	2	3		13
Greensboro	1	1	1	1	1	1	1	1	2	3		13
Cary	1	1	1	1	1	1	1	1	2	3		13
Asheville	1	1	1	1	1	1	1	1	2	3		13
Greenville	1	1	1	1	1	1	1	1	2	2	1	13
Apex	1	1	1	1	1	1	1	1	2	3		13
Concord	1	1	1	1		1	1	1	2	3	1	13

Questions?

CITY OF HIGH POINT

AGENDA ITEM

**Title: Engineering Design Services Contract for Samet Drive Extension****From:** Trevor Spencer, Engineering Services**Meeting Date:**

December 20, 2021

Public Hearing: N/A**Advertising Date:**

N/A

Advertised By:

N/A

Attachments: Contract Proposal

PURPOSE:

The Engineering Services Department recommends City Council to approve an engineering design services contract with CPT Engineering and Surveying, Inc. for design of the Samet Drive extension from Penny Road to Wendover Avenue. The scope of services includes site surveying, roadway and utility design of proposed infrastructure within future right-of-way, traffic signal modifications, obtaining required permits and encroachments, and design of intersection improvements on Penny Road and Wendover Drive as required by a traffic impact analysis for the adjacent Shamrock Petey development site.

BACKGROUND:

On Tuesday, December 14, 2021 the City of High Point received a proposal from CPT Engineering and Surveying, Inc. for design services of Samet Drive extension.

CPT Engineering and Surveying, Inc. \$250,000.00

BUDGET IMPACT:

Funds for this contract are available in the FY 2021-2022 budget.

RECOMMENDATION / ACTION REQUESTED:

The Engineering Services Department recommends approval of the contract and that the appropriate City official and/or employee be authorized to execute all necessary documents to award the supplemental agreement to CPT Engineering and Surveying, Inc. in the amount of \$250,000.00.



PROPOSAL AND CONTRACT

December 14, 2021

Via: Email
City of High Point
Trevor Spencer
211 South Hamilton Street
High Point, N.C. 27261

Re: Samet Drive Extension, High Point, N.C.

Dear Trevor:

CPT Engineering and Surveying, Inc. (CPT) is pleased to submit this proposal for engineering and surveying services for the referenced project. The basic scope of the project is to design Samet Drive from Penny Road to Wendover Avenue and design required turn lanes at both intersections.

SCOPE OF SERVICES

A. BOUNDARY AND TOPOGRAPHIC SURVEY: CPT will prepare a boundary and topographic survey of the roadway corridor for use in developing the construction plans for Samet Drive and intersection improvements at Penny Road and Wendover Avenue.

B. ENGINEERING AND CONSTRUCTION PLANS: CPT will provide plans which shall include all aspects of the roadway design. The drawings shall include the following

1. Cover Sheet
2. Existing Topographic Survey Plan
3. Site Plan
4. Drainage and Grading Plan
5. Erosion Control Plan and Details
6. Stormwater Management Plans (Assumes use of Wendover Treatment Facility)
7. Utility Plan
8. Roadway Details

C. RIGHT OF WAY ACQUISITION MAPS AND FINAL PLAT: CPT will prepare exhibits needed for right of way acquisition and a final plat at the end of construction showing easements and right of way dedication.

D. LIMITED CONSTRUCTION ADMINISTRATION: CPT will assist with request for information from the contractor on an as needed basis.

E. TRAFFIC SIGNAL DESIGN: CPT will subcontract with Davenport Engineering and will provide signal modification plans at Samet Extension and Wendover Ave, Samet Extension and Penny Rd., and Wendover and Penny Rd. This will also include the intersection improvement design at Wendover and Penny Rd. per the TIA by Davenport Engineering.

CPT will obtain all permits and approvals relating to the roadway work including but not limited to water and sewer permits, driveway permits, encroachment agreements, and grading permits.

EXCLUSIONS

Services not included are as follows: traffic studies, geotechnical inspections and testing, natural gas line studies and design, construction stakeout, signage plans, structural engineering, geotechnical engineering, electrical engineering including site lighting layout, landscaping plans and environmental engineering.

ADDITIONAL SERVICES

CPT will bill on an hourly basis, or on an agreed lump sum fee, for any services, which are not part of the Scope of Services outlined above.

Additional Services include, but are not necessarily limited to, the following:

1. Services not specifically listed under the Scope of Services.
2. Making revisions to drawings or other documents when such revisions are inconsistent with approvals or instructions previously given or are due to causes beyond the control of CPT.
3. Changes required due to contractor error.

FEES AND PAYMENT SCHEDULE

- A. Boundary and Topographic Survey: \$53,000.00
- B. Engineering and Construction Plans: \$100,000.00
- C. Right of Way Acquisition Maps and Final Plat: \$12,000.00
- D. Limited Construction Administration: \$10,000.00
- E. Traffic Signal Design: \$75,000.00

INVOICING

Price quoted is a not to exceed price based on the above project scope. CPT will provide a summary of billings on each invoice stating amount billed to date and balance to complete. Any changes to the project scope will be billed at our current hourly rates. CPT is not responsible for plan review fees or application fees. All invoices shall be paid within 30 days of receipt.

OWNERSHIP AND USE OF DOCUMENTS

All documents produced by CPT under this Agreement ("Documents"), are and shall remain the property of CPT. The Client, City of High Point and the Contractor, with the Client's permission, shall have a nonexclusive license to use, copy, and reproduce the Documents in connection with the construction, repair, maintenance and occupancy of the project. Such license shall not be

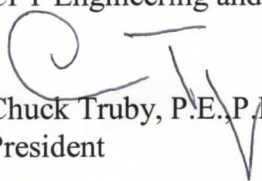
transferable except with CPT's written consent, and shall become irrevocable upon payment in full of all amounts due under this Agreement. CPT shall not be responsible for changes made in the Documents by anyone other than CPT or for the Client's use of the Documents without the participation of CPT as provided in this Agreement. The Client shall indemnify and defend CPT against all claims and liability arising out of such changes or such use. The agreement shall be governed by the interpreted, construed, and enforced laws of the State of North Carolina.

TERMINATION

When executed this Agreement may be terminated at any time by either CPT or the Client by notification in writing. In the event of termination, CPT shall be paid for services performed and reimbursable expenses incurred to the date of notification. Any expenses incurred by CPT due to termination of the project by the Client shall be paid by the Client.

We look forward to working with you on this project. Thank you for the opportunity to submit this proposal. Please call me if you have any questions.

Sincerely,
CPT Engineering and Surveying, Inc.



Chuck Truby, P.E., P.L.S.
President

If this proposal is acceptable and outlines our complete agreement, please signify your acceptance in the space provided and return one copy to our office. This document will then constitute our complete agreement.

Signature: _____

Printed Name: _____

Title: _____

Date: _____



CITY OF HIGH POINT

AGENDA ITEM

**Title: Cayenta Software Modifications**

From: Steve Lingerfelt, Director of Information
Technology Services

Meeting Date: December 20, 2021

Public Hearing: No

Advertising Date /
Advertised By: N/A

Attachments: Cayenta Modification Quote
Sole Source Form

PURPOSE:

The City needs upgrade the Cayenta Software Database from Oracle to SQL and migrate the printing software component from Actuate to Cognos. Cayenta is the utility billing software used by the City.

BACKGROUND:

Information Technology Services is recommending the City of High Point enter into a contract with Cayenta to migrate the database from Oracle to SQL. This is necessary to reduce the maintenance costs of supporting an Oracle database.

This contract also provides the migration of the printing component from Actuate to Cognos. Actuate has been used for many years and is approaching end of life. Cognos will be the new bill print component for Cayenta.

BUDGET IMPACT:

The City of High Point will use existing funds in the FY 2021-22 budget to purchase the Cayenta Modifications. The total cost of the contract is \$318,425. This purchase will be made under the sole source provision.

RECOMMENDATION / ACTION REQUESTED:

The Department of Information Technology Services recommends approval of the contract and that the appropriate City official be authorized to execute all necessary documents.

STATEMENT OF WORK

Between



City of High Point
211 S. Hamilton
High Point, NC
27261

And



Cayenta, A Division of
N. Harris Computer Corporation 4200
North Fraser Way, Suite 201. Burnaby,
BC V5J 5K7
Canada

For

Oracle to SQL Server Migration & Actuate to Cognos Migration

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The purpose of this Statement of Work is to set forth in detail the Software and Services deliverables to be provided by HARRIS, the milestones, schedule and acceptance criteria for such deliverables, the process for changes in scope and the respective responsibilities of HARRIS and CLIENT in connection with this Statement of Work. HARRIS will be the Prime Contractor for all application software and Services being provided under the Contract with CLIENT.

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Statement of Work on the Effective Date:

City of High Point, NC**CAYENTA, a division of N. Harris
Computer Corporation**

Name:

(Signature)

Name:

(Print)

Title:

Date:

Name:

(Signature)

Name:

(Print)

Title:

Date:

Executive Summary & Overview

The City of High Point (CLIENT) has decided to engage Cayenta (HARRIS) to perform a migration from the Oracle database platform to the SQL Server platform. In addition to this migration, CLIENT has decided to also move from the Actuate reporting tool to the Cognos tool.

Under the direction of the CLIENT Project Owner, the CLIENT Project Manager will drive and oversee the project in coordination with the HARRIS Project Manager.

During the project, if CLIENT needs to make any changes to the configuration of the HARRIS software, the changes need to be approved by HARRIS project team. Changes to the configuration or interfaces that are not advised by HARRIS project team also need to be fully documented and approved by CLIENT and HARRIS before being implemented.

The ongoing operation for the Solution will be the responsibility of the CLIENT following the project go-live date with the support of HARRIS. The CLIENT will transition to HARRIS Support after completion of the Transition period as outlined in the Deliverables below.

HARRIS and CLIENT agree to schedule and begin the project within 90 days of this document being signed by both parties.

CITY OF HIGH POINT

AGENDA ITEM



Title: Municipal Agreement for U-5896: US 29 & S. Main Street Interchange Improvements
Sidewalk and Traffic Signal Enhancements

From: Mark McDonald, Transportation Director

Meeting Date: December 20, 2021

Public Hearing: No

Advertising Date: N/A

Advertised By:

Attachments: Location Map

PURPOSE

Financial participation through a Municipal Agreement with the North Carolina Department of Transportation (NCDOT) for the construction of new sidewalk along S. Main Street, and traffic signal enhancements at three (3) intersections in the project limits.

BACKGROUND

NCDOT project U-5896 proposes a major reconfiguration of the S. Main Street interchange with US 29. The improvements, coupled with bridge project B-5353, will result in safer and more efficient traffic operations.

The project will replace any existing sidewalk along the east side of S. Main Street that is disturbed during construction at no cost to the City. At the City's request, sidewalk will also be constructed along the west side of S. Main, at an estimated cost of \$40,572. Per State policy, the City will be responsible for 50% of the cost of this sidewalk, totaling \$20,286.

Three (3) new traffic signals will also be constructed on S. Main Street with the project. Again, at the City's request, the signal mast arms will be upgraded to fluted, black powder coated decorative units to match many of the newer signal installations completed in recent years (example: N. Main Street & Lexington Avenue). The City will be responsible for the cost differential between standard galvanized steel strain poles with span wire signal supports. The estimated cost of this for all three intersections is \$109,762.

Construction on the interchange is scheduled to begin in 2022, with an estimated duration of two (2) years.

BUDGET IMPACT

Upon completion of the project, NCDOT will invoice the City for the actual cost of the sidewalk and signal enhancements. The estimated total presented in the Agreement is \$130,048. The City currently has \$581,000 set aside in a capital account that can be applied towards participation in the project.

RECOMMENDATION / ACTIONS REQUESTED

The Transportation Department recommends approval of the Municipal Agreement with NCDOT for the described improvements to the US 29 and S. Main Street interchange.

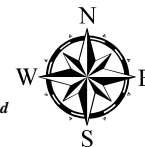


S. MAIN STREET & US-29 INTERCHANGE U-5896 & B-5353



MAP PREPARED BY
CITY OF HIGH POINT MPO
211 S. HAMILTON STREET
HIGH POINT, NORTH CAROLINA 27260
DECEMBER 2021

This map is provided as a public information resource and every reasonable effort has been made to assure the quality of the map. This data information and related graphics are not legal documents and are not intended to be used as such. The City of High Point makes no warranty, express or implied, as to the accuracy, reliability, utility or completeness of this information. The City of High Point assumes no liability either for any errors, omissions, or inaccuracies in the information provided regardless of the cause of such or for any decision made, action taken, or action not taken by the user in reliance upon any maps or information provided herein.



AGREEMENT OVERVIEW

DATE: 12/3/2021

NORTH CAROLINA
GUILFORD COUNTY

PROJECT NUMBERS

TIP NUMBER: U-5896
WBS ELEMENT: (CON) 44674.3.1

PARTIES TO THE AGREEMENT

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

AND

CITY OF HIGH POINT

The purpose of this Agreement is to identify the participation in project costs, project delivery and/or maintenance, by the other party to this Agreement, as further defined in this Agreement.

SCOPE OF TIP Project ("Project"): Consists of interchange improvements along US 29 at SR 1009 (S. Main Street).

ADDITIONAL WORK: Sidewalk enhancements and signal pole upgrades.

ESTIMATED COST OF THE ADDITIONAL WORK: \$150,334.00

COSTS TO OTHER PARTY: \$130,048.00

DEPARTMENT'S FUNDING: \$20,286.00

PAYMENT TERMS:

The Department will bill the City of High Point upon completion of the Project.

MAINTENANCE: City of High Point

EFFECTIVE DATES OF AGREEMENT:

START: Upon Full Execution of this Agreement

END: When work is complete and all terms are met.

This **AGREEMENT** is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the **DEPARTMENT** and the City of High Point, hereinafter referred to as the **Municipality**.

The parties to this Agreement, listed above, intend that this Agreement, together with all attachments, schedules, exhibits, and other documents that both are referenced in this Agreement and refer to this Agreement, represents the entire understanding between the parties with respect to its subject matter and supersedes any previous communication or agreements that may exist.

I. WHEREAS STATEMENTS

WHEREAS, this Agreement is made under the authority granted to the **Department** by the North Carolina General Assembly under General Statutes of North Carolina (NCGS), particularly Chapter 136-66.1 and 136-66.3; and,

WHEREAS, the **Department** and the **Municipality** have agreed that the jurisdictional limits of the Parties, as of the date of entering the agreement for the above-mentioned project, are to be used in determining the duties, responsibilities, rights and legal obligations of the Parties hereto for the purposes of this Agreement; and,

WHEREAS, the **Municipality** has requested that the **Department** perform all phases of said work or provide services; and,

WHEREAS, the Parties hereto wish to enter into an agreement for scoped work to be performed or provided by the **Department** (including reviews, goods or services) with reimbursement for the costs thereof by the **Municipality** as hereinafter set out; and,

NOW, THEREFORE, this Agreement states the promises and undertakings of each party as herein provided, and the parties do hereby covenant and agree, each with the other, as follows:

II. RESPONSIBILITIES

- The **Department** shall be responsible for all phases of project delivery to include planning, design, right of way acquisition, utility relocation, and as shown in the **PROJECT DELIVERY** Provision. The **Municipality** shall be responsible for maintenance.
- The **Municipality** shall be responsible for payment as shown in the **COSTS AND FUNDING** Provision.

III. PROJECT DELIVERY REQUIREMENTS

A. PLANNING, DESIGN, AND CONSTRUCTION

The **Department** will be responsible for preparing the environmental and/or planning document, obtaining any environmental permits and preparing the project plans and specifications.

The **Department** shall construct the Project in accordance with the plans and specifications for the Project. The **Department** shall administer the construction contract for said Project. All work shall be done in accordance with Departmental standards, specifications, policies and procedures.

B. RIGHT OF WAY ACQUISITION

The **Department** will be responsible for acquiring any needed right of way required for the Project in accordance with the policies and procedures set forth in the North Carolina Right of Way Manual.

C. MAINTENANCE

Upon completion of the Project:

1. The **Department** shall be responsible for all traffic operating controls and devices which shall be established, enforced, and installed and maintained in accordance with the North Carolina General Statutes, the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, the latest edition of the "Policy on Street and Driveway Access to North Carolina Highway," and department criteria.
2. The roadway improvements that are within state-owned right of way shall be considered a part of the State Highway System and shall be owned and maintained by the **Department**.
3. The **Municipality** shall maintain the sidewalks when completed.

IV. COSTS AND FUNDING

A. ADDITIONAL WORK

At the request of the Municipality and in accordance with the Department's Pedestrian Policy Guidelines or the Complete Streets Guidelines, the Department shall include provisions in its construction contract for the construction of pedestrian facilities and/or other additional work as indicated in the Table below. Said work shall be performed in accordance with the additional work as indicated in the Table below. Said work shall be performed in accordance with the Department's policies, procedures, standards, and specifications, and the provisions of this Agreement.

Description	Cost to Municipality	Municipal Share of Estimated Cost	Department Share of Estimated Cost
Sidewalks	\$20,286.00	50%	50%
Upgrading to mast arm signals	\$109,762.00	100%	0%
Total Estimated Cost to Municipality	\$130,048.00		

The Municipality has agreed to participate in the actual cost of the additional work in the cost share noted in the above table. The estimated cost of the additional work is \$150,334.00. Per Attachment A, the estimated cost to the Municipality is \$130,048.00. Both parties understand that this is an estimated cost and is subject to change.

B. INVOICING BY THE DEPARTMENT

Upon completion of the Project, the Department will calculate actual costs of the Project and will invoice the **Municipality** for their share of the actual costs of the Additional Work and/or Project Costs. Reimbursement to the Department shall be made in one final payment within sixty days of invoicing by the Department. A late payment penalty and interest will be charged on any unpaid balance due in accordance with G. S. 147-86.23.

If the Municipality has pre-paid or made any previous downpayment, those funds will be counted against final costs. If costs are less than the funding received, then the Department will return any overpayment.

V. STANDARD PROVISIONS

Agreement Modifications

Any modification to scope, funding, responsibilities, or time frame will be agreed upon by all parties by means of a written Supplemental Agreement.

Assignment of Responsibilities

The **Department** must approve any assignment or transfer of the responsibilities of the **Municipality** set forth in this Agreement to other parties or entities.

Agreement for Identified Parties Only

This Agreement is solely for the benefit of the identified parties to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.

Other Agreements

The **Municipality** is solely responsible for all agreements, contracts, and work orders entered into or issued by the **Municipality** to meet the terms of this Agreement. The **Department** is not responsible for any expenses or obligations incurred for the terms of this Agreement except those specifically eligible for the funds and obligations as approved by the **Department** under the terms of this Agreement.

Authorization to Execute

The parties hereby acknowledge that the individual executing this Agreement has read this Agreement, conferred with legal counsel, fully understands its contents, and is authorized to execute this Agreement and to bind the respective parties to the terms contained herein.

Debarment Policy

It is the policy of the **Department** not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, the Municipality certifies that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Agency or Department and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

Indemnification

To the extent authorized by state and federal claims statutes, the **Municipality** shall be responsible for its actions under the terms of this agreement and save harmless the FHWA (if applicable), the **Department**, and the State of North Carolina, their respective officers, directors, principals, employees, agents, successors, and assigns to the extent allowed by law, from and against any and all claim for payment, damages and/or liabilities of any nature, asserted against the **Department** in connection with this Agreement. The **Department** shall not be liable and shall be held harmless from any and all third-party claims that might arise on account of the **Municipality's** negligence and/or responsibilities under the terms of this agreement.

Availability of Funds

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

Gift Ban

By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

SIGNATURE PAGE

IN WITNESS WHEREOF, this Agreement has been executed the day and year heretofore set out, on the part of the DEPARTMENT and the MUNICIPALITY by authority duly given.

City of High Point

FED TAX ID NO: _____

Authorized Signer: _____

REMITTANCE ADDRESS:

Print Name: _____

Title: _____

Date Signed: _____

**If applicable, this Agreement has been
pre-audited in the manner required by
the Local Government Budget and Fiscal
Act:**

Finance Officer: _____

Print Name: _____

Date Signed: _____

DEPARTMENT OF TRANSPORTATION

BY: _____

TITLE: _____

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: 12/8/2021 (DATE)

NC-DOT
Contract Standards and Development Unit
Preliminary Estimate Section

December 2, 2021

Memo To: Bryan Key, PE
Senior Project Manager - Project Management Unit

From: Karen Lovering, PE
Preliminary Estimates Engineer

Subject: Construction Cost Estimate for Signal Betterment
TIP Project U-5896 for the City of High Point in Guilford County

City of High Point (Betterment Costs)

Description	Quantity	Units	Price	Amount
Signal on Mast Arm Betterment (See attached)	1	LS	\$90,900.00	\$ 90,900.00
Mobilization (5.0%)	1	LS		\$ 4,545.00
Contract Cost				\$ 95,445.00
E.&C. Cost (15%)				\$ 14,317.00
Construction Cost				\$ 109,762.00
NC-DOT Participation		0%		\$ -
City of High Point		100%		\$ 109,762.00

Note: Estimate is for Preliminary Use Only. Quantities and Unit Prices are subject to change.

CC: File

NC-DOT
Contract Standards and Development Unit
Preliminary Estimate Section

November 22, 2021

Memo To: Bryan Key, PE
Senior Project Manager - Project Management Unit

From: Karen Lovering, PE
Preliminary Estimates Engineer

Subject: Construction Cost Estimate for Sidewalk Cost Share
TIP Project U-5896 for the City of High Point in Guilford County

City of High Point (Cost Share)

Description	Quantity	Units	Price	Amount
Sidewalk	560	SY	\$60.00	\$ 33,600.00
Mobilization (5.0%)	1	LS		\$ 1,680.00
Contract Cost				\$ 35,280.00
E.&C. Cost (15%)				\$ 5,292.00
Construction Cost				\$ 40,572.00
NC-DOT Participation		50%		\$ 20,286.00
City of High Point		50%		\$ 20,286.00

Note: Estimate is for Preliminary Use Only. Quantities and Unit Prices are subject to change.

CC: File

**RESOLUTION OF HIGH POINT CITY COUNCIL
AUTHORIZING UPSET BID PROCESS FOR CITY PROPERTY
LOCATED AT 700 GREENWOOD DRIVE, HIGH POINT, NC**

WHEREAS, The City of High Point ("City") owns a lot consisting of approximately 28,314 square feet (0.65 acre) in size identified as Parcel No. 194635, 707 Greenwood Drive, High Point, North Carolina ("Property"); and

WHEREAS, North Carolina Statute §160A-269 permits the City to sell property by upset bid, after receipt of an offer for the property; and

WHEREAS, Lorenzo Vazquez Hernandez has offered a bid of \$10,000 and paid the amount of \$500.00, the required five percent (5%) deposit on their offer;

NOW THEREFORE BE IT RESOLVED that the City Council of the City of High Point, North Carolina:

1. Authorizes sale of the Property described above through the upset bid procedure of North Carolina General Statute § 160A-269.

2. The City Clerk shall cause a notice of the proposed sale to be published. The notice shall describe the property, the amount of the offer, and shall state the terms under which the offer may be upset.

3. Persons wishing to upset the offer that has been received shall submit a sealed bid with their offer to the office of the City Clerk within 10 days after the notice of sale is published. At the conclusion of the 10-day period, the City Clerk shall open the bids, if any, and the highest such bid will become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer.

4. If a qualifying higher bid is received, the City Clerk shall cause a new notice of upset bid to be published and shall continue to do so until a 10-day notice period has passed without any qualifying upset bid having been received. At that time, the amount of the final high bid shall be reported to the City Council.

5. A qualifying higher bid is one that raises the existing offer by not less than ten percent (10%) of the first \$1,000.00 of that offer and five percent (5%) of the remainder of that offer.

6. A qualifying higher bid must also be accompanied by a deposit in the amount of five percent (5%) of the bid; the deposit may be made in cash, cashier's check, or certified check. The city will return the deposit on any bid not accepted and will return the deposit on an offer subject to upset if a qualifying higher bid is received. The city will return the deposit of the final high bidder at closing.

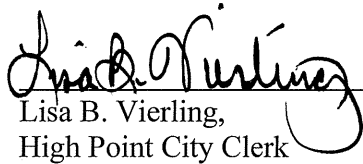
7. The terms of the final sale are that:

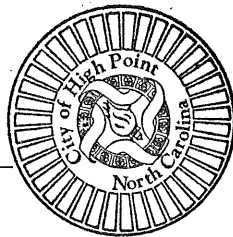
- the City Council must approve the final high offer before the sale is closed, which it will do within 30 days after the final upset bid period has passed; and
- the buyer must pay with cash at the time of closing.

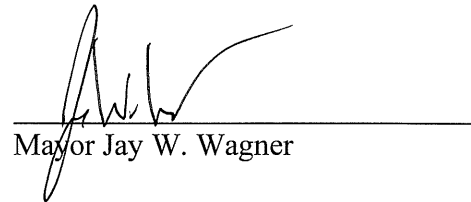
8. The City reserves the right to withdraw the property from sale at any time before the final high bid is accepted and the right to reject at any time all bids.

9. If no qualifying upset bid is received after the initial public notice, the offer set forth above is hereby accepted. The appropriate city officials are authorized to execute the instruments necessary to convey the property to Lorenzo Vazquez Hernandez.

Adopted this the 20th day of December, 2021.


Lisa B. Vierling,
High Point City Clerk




Mayor Jay W. Wagner

Dedication Agreement

This Dedication Agreement ("Agreement") is entered into between the City of High Point, a North Carolina municipal corporation, located at 211 South Hamilton Street, High Point, North Carolina, 27260 ("City") and Shamrock Petey, LLC, a North Carolina limited liability company, located at 1140 Dilworth Crescent Row, Charlotte, NC 28203 ("Shamrock") (hereinafter referred to individually as "Party" and collectively as "Parties"), this 20th day of December, 2021, on the following terms:

Recitals

WHEREAS, Shamrock has filed petitions for annexation and applications for original zoning for approximately 34 acres lying generally in the southeast quadrant of the intersection of West Wendover Avenue and Penny Road, more particularly described in Exhibit 1 (the "Project Site");

WHEREAS, Samet Drive Extension ("Samet Drive Extension") has bisected the Project Site on the City's Capital Improvement Plan since 1995;

WHEREAS, in its original application for zoning, Shamrock and the City contemplated that Shamrock would construct Samet Drive Extension for the City and that the City would reimburse Shamrock for the cost of designing and constructing Samet Drive Extension;

WHEREAS, the Parties have concluded that it is more advantageous for the City to construct Samet Drive Extension;

WHEREAS, the timing and construction of Samet Drive Extension require coordination between the Parties so that the Project Site is developed as part of a common scheme of development; and

WHEREAS, on December 20, 2021 the High Point City Council approved Shamrock's applications for zoning for the Project Site;

WHEREAS, Shamrock has agreed to convey land within its control or ownership to provide right-of-way for the City to construct Samet Drive Extension; and,

WHEREAS, the City, in consideration of Shamrock's conveyance of the right-of-way without monetary consideration, has agreed to certain design, engineering, and construction coordination for the construction of Samet Drive Extension.

Agreement

NOW, THEREFORE, in consideration of the representations, covenants and other mutual consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

1. Design and Engineering. To facilitate a common scheme of development and coordination between the two construction projects, the City shall retain CPT Engineering and Surveying, Inc. ("CPT Engineering") to design and obtain any required permitting and encroachment agreements for the construction of Samet Drive Extension, and Shamrock shall retain CPT Engineering to design Shamrock's improvements to the Project Site ("Shamrock Project"). Both parties will engage CPT Engineering on or before January 7, 2022. The design of Samet Drive Extension and the Shamrock Project shall be consistent with the Transportation Impact Analysis Project 200064 report prepared by Davenport Engineering ("TIA") and the Zoning Map Amendment 21-23 enacted by the City on December 20, 2021.

2. Construction. The City shall use best efforts to construct Samet Drive Extension in accordance with the following milestones and timeline:

- **Milestone I:** CPT Engineering completes design work, all required approvals have been obtained from authorities having jurisdiction, and all permits and encroachment agreements required to commence the construction of Samet Drive Extension have been obtained;
- **Milestone II:** Within thirty (30) days after completion of Milestone I, the City shall advertise bids for construction of Samet Drive Extension;
- **Milestone III:** Within thirty (30) days after completion of Milestone II, the City shall receive bids for construction of Samet Drive Extension;
- **Milestone IV:** Within thirty (30) days after both of the following have occurred: (a) completion of Milestone III and (b) conveyance of the right-of-way as described in paragraph 3 below, the City shall request City Council approval, award the contract, and execute the contract for construction of Samet Drive Extension;
- **Milestone V:** Within thirty (30) days after completion of Milestone IV, the City shall commence construction of Samet Drive Extension; and,
- **Milestone VI:** Within three hundred and sixty-five (365) days after completion of Milestone V, the City shall complete construction of Samet Drive Extension.

3. Purchase of Land and Conveyance of Right-of-Way. Shamrock agrees to purchase the land listed in Exhibit 1 from private third Parties to assemble the Project Site into a single tract. Within thirty (30) days after both of the following have occurred: (a) completion of Milestone III as defined above and (b) Shamrock has obtained all required permits and approvals from authorities having jurisdiction necessary to commence construction of the Shamrock Project, Shamrock shall convey to the City in fee simple all right-of-way within the Project Site reasonably necessary for construction of Samet Drive Extension, as designed by CPT Engineering.

4. Duty to Reconvey and Recordation of Memorandum of Option. If the City (a) does not commence construction within forty-five (45) days after completion of Milestone IV; (b) terminates the contract awarded in Milestone IV before construction of Samet Drive Extension is complete and does not contract with a substitute contractor to complete Samet Drive Extension within sixty (60) days after termination; or (c) fails to complete construction of Samet Drive Extension within five hundred and fifteen (515) days after completion of Milestone IV, Shamrock may demand in writing that the City return to Shamrock the entirety of the right-of-way that

Shamrock conveyed to the City under paragraph 3 and the City shall deliver a deed reconveying the right-of-way back to Shamrock within thirty (30) days after receipt of the demand. Shamrock may record an appropriate memorandum of option or memorandum of contract referencing this right when it conveys the right-of-way to the City.

5. Responsibilities for Construction. The City will be responsible for the construction of Samet Drive Extension and related improvements designed by CPT Engineering as substantially described in the TIA. Shamrock will be responsible for the construction of the Shamrock Project and related improvements and facilities as substantially described in the TIA.

6. Modification of Dates and Deadlines. Dates and deadlines established above for performing actions described in this Agreement may be amended by mutual written agreement or because of matters beyond either Parties' reasonable control, including but not limited to delays in bidding, permitting, and construction, which justify extensions of time for the contractor constructing Samet Drive Extension.

7. Cooperation. Both Parties agree to cooperate in good faith and to use best efforts to expedite design, permitting, approvals, and construction of Samet Drive Extension and the Shamrock Project. The Parties will coordinate schedules and facilitate open and effective communication.

9. Further Assurances. Each Party agrees that, upon the request of another Party, it will execute and deliver any other documents and undertake such further actions as may be reasonably necessary to effectuate fully the terms of this Agreement.

10. Integration and Merger. The terms and conditions contained in this Agreement shall constitute the entire and only agreement between the Parties, superseding any prior or contemporaneous oral or written agreements or communications between the Parties relating to the subject matter of this Agreement.

11. Waiver. No failure on the part of the Parties to exercise, no delay by the Parties in exercising, and no course of dealing with respect to any right or remedy of the Parties will operate as a waiver of any provision of this Agreement; nor will any single or partial exercise of any right or remedy by the Parties preclude any other further exercise of any other right or remedy.

12. Modifications. No modification, amendment, or waiver of this Agreement shall be binding unless expressly agreed to in writing and signed by the each of the Parties or their authorized representatives.

13. Severability. If any paragraph or part of this Agreement is found void or unenforceable, the remainder of this Agreement shall continue in full force and effect. Any invalid and unenforceable provisions will be deemed, without further action on the part of the Parties to be modified, amended, and limited to the extent necessary to become valid and enforceable to the maximum extent permitted by law.

14. Governing Law and Jurisdiction. This Agreement shall be deemed to have been executed and delivered within the State of North Carolina, and the rights and obligations of the Parties shall be governed and construed in accordance with the internal substantive law of North Carolina without regard to principles of choice of law or conflicts of law. Any disputes, controversies, or claims arising out of this Agreement shall be brought in Guilford County, North Carolina.

15. Binding Effect. This Agreement shall be binding on the Parties' successors in interest and permitted assigns. Neither the Party shall assign or transfer any interest in this Agreement without the prior written consent of the other Party, which will not be unreasonably withheld.

16. Assistance of Counsel. The Parties have read this Agreement, acknowledge that they have had the advice of counsel (or the opportunity to obtain the advice of counsel), and acknowledge that the Parties, their agents, attorneys, or representatives have made no promises or representations that are not part of this Agreement. The Parties have relied fully and completely on their own judgment and the advice of their attorneys in executing this Agreement, and this Agreement is the result of negotiations between the Parties and shall be considered as being mutually drafted by the Parties. The Parties enter into this Agreement freely and voluntarily without any duress.

17. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute the same instrument.

18. Sealed Instrument. This Agreement is executed under seal, as evidenced by the legend "(SEAL)" adjacent to the signatures of the Parties.

19. Notices. All notices and other communications pursuant to this Agreement shall be in writing and shall be delivered by hand, fax or mail as follows:

To Shamrock Petey, LLC
Dennis N. Bunker, III
1140 Dilworth Crescent Row
Charlotte, NC 28203

To the City
City Manager's Office
City of High Point
211 South Hamilton Street
P.O. Box 230
High Point, NC 27261

[Signature Page to follow]

WHEREFORE, the Parties have set their hands and seals on the dates indicated below:

ATTEST:

Dennis N. Bunker
Title: *Witness*

SHAMROCK PETEY, LLC

Dennis N. Bunker, III (SEAL)
Dennis N. Bunker, III
Title: Manager

ATTEST:

Lisa B. Vierling
Lisa B. Vierling, City Clerk



CITY OF HIGH POINT

Tasha Logan Ford (SEAL)
Tasha Logan Ford, City Manager

EXHIBIT 1

Tax Parcels for Shamrock Petey Assemblage

<u>Name</u>	<u>PIN</u>	<u>Parcel</u>
Austin	7813712505	170007
Montoya	7813614423	170005
Johnson	7813611009	196674
Lim	7813518036	196673
Lim	7813507815	196672
Lim Holdings	7813506937	196671
Jordan	7813515287	170002
North State	7813513244	170004 (portion)
KTK	7813513464	170006

PARCEL 170005

BEING THE PROPERTY OF MARIA T. MONTOYA COUCH , ACQUIRED IN DEED BOOK 7186, PAGE 2093, GUILFORD COUNTY REGISTRY (GCR), AND IDENTIFIED BY THE GUILFORD COUNTY TAX DEPARTMENT AS PARCEL 170005, THE PROPERTY DESCRIBED AS FOLLOWS:

COMMENCING FROM A RIGHT OF WAY DISK AT THE INTERSECTION OF THE EASTERN RIGHT OF WAY LINE OF PENNY ROAD AND THE NORTHERN RIGHT OF WAY LINE OF SAMET DRIVE, THENCE, N52°17'32"E, 289.42 FEET TO AN EXISTING IRON PIPE ON THE NORTHERN RIGHT OF WAY LINE OF SAMET DRIVE; THENCE, N51°36'57"E, 100.24 FEET TO AN EXISTING IRON PIPE ON THE NORTHERN RIGHT OF WAY LINE OF SAMET DRIVE; THENCE CONTINUING N51°36'57"E, 346.14 FEET TO THE POINT OF BEGINNING, A CORNER OF CALVIN D. & SHARON P. JOHNSON, (D.B. 3347, PG 344, GCR) AND THE RIGHT OF WAY OF SAMET DRIVE IN A SOUTHERN LINE OF THE SUBJECT PROPERTY; THENCE, WITH JOHNSON'S NORTHERN LINE S67°32'31"W, 223.14 FEET TO A STONE AND S55°13'45"W, 120.54 FEET TO AN EXISTING IRON PIPE, A CORNER OF JOHNSON AND STEVEN LIM, (D.B. 7093, PG. 2864, GCR, PARCEL NUMBER 196673); THENCE, WITH THE EASTERN LINE OF LIM, N36°22'41"W, 199.06 FEET TO AN EXISTING IRON PIPE, A CORNER OF LIM AND BENJAMIN PRESTON JORDAN (D.B. 2795, PG. 798, GCR); THENCE, WITH THE EASTERN LINE OF JORDAN, N36°25'35"W, 442.43 FEET TO AN EXISTING IRON ROD ON THE SOUTHERN RIGHT OF WAY LINE OF WENDOVER AVENUE; THENCE, WITH THE SOUTHERN RIGHT OF WAY LINE OF WENDOVER AVENUE, THE FOLLOWING THREE (3) CALLS: 1) N74°34'25"E, 40.38 FEET TO A POINT, 2) N74°08'12"E, 175.67 FEET TO A POINT AND 3) N73°42'00"E, 91.62 FEET TO A POINT, A CORNER WITH THE RICHARD C. HAGGERTY JR LIVING TRUST (D.B. 8313, PG. 1321, GCR); THENCE, WITH THE WESTERN, SOUTHERN AND EASTERN LINES OF THE HAGGERTY TRUST, S02°11'23"W, 83.25 FEET TO AN EXISTING IRON PIPE, N80°33'52"E, 254.25 FEET TO A POINT AND N05°33'25"W, 111.29 FEET TO A POINT ON THE SOUTHERN RIGHT OF WAY LINE OF WENDOVER AVENUE; THENCE, WITH THE SOUTHERN RIGHT OF WAY LINE OF WENDOVER AVENUE, THE FOLLOWING FIVE (5) CALLS: 1) N73°42'00"E, 174.36 FEET TO A POINT, 2) S16°18'00"E, 32.00 FEET TO A RIGHT OF WAY DISK, 3) N73°41'41"E, 200.02 FEET TO A RIGHT OF WAY DISK, 4) N16°19'43"W, 31.98 FEET TO A POINT AND 5) N73°42'00"E, 595.75 FEET TO AN IRON ROD, A CORNER WITH MARK J. & CAROLYN P. AUSTIN (D.B. 3678, PG. 2134, GCR); THENCE, WITH AUSTIN, S02°47'09"W, 905.63 FEET TO AN IRON ROD IN THE NORTHERN LINE LOT 173 OF NOTTINGHAM SUBDIVISION, PHASE III AS RECORDED IN PLAT BOOK 123, PAGE 37, GCR; THENCE, WITH LOTS 173, 172 AND 171 OF NOTTINGHAM SUBDIVISION, PHASE III, AND LOTS 146, 146, AND 145 OF NOTTINGHAM SUBDIVISION, PHASE VI, (P.B. 119, PAGE 101, GCR) , N87°49'51"W, 662.48 FEET TO AN EXISTING IRON PIPE, A CORNER WITH LOTS 145 AND 200 OF NOTTINGHAM PHASE VI AND THE SOUTHEAST TERMINUS OF THE RIGHT OF WAY OF SAMET DRIVE; THENCE, WITH THE EASTERN TERMINUS OF SAMET DRIVE, N04°25'13"E, 125.23 FEET TO THE NORTHEASTERN TERMINUS; THENCE WITH THE NORTHERN RIGHT OF WAY LINE OF SAMET DRIVE, S67°32'31"W, 88.07 FEET TO THE POINT OF BEGINNING, HAVING AN AREA OF 19.37 ACRES, MORE OR LESS.

PARCEL 196672

BEING THE PROPERTY OF STEVEN LIM, ACQUIRED IN DEED BOOK 7093, PAGE 2864, GUILFORD COUNTY REGISTRY (GCR), AND IDENTIFIED BY THE GUILFORD COUNTY TAX DEPARTMENT AS PARCEL 196672, SAID PROPERTY BEING ALL OF LOT 2 AND THE SOUTHERN HALF OF LOT 3 OF THE J.W. SAMET SUBDIVISION AS RECORDED IN PLAT BOOK 34, PAGE 37, GCR, LESS AND EXCEPT CONVEYANCES FOR RIGHT OF WAY, THE REMAINING PROPERTY DESCRIBED AS FOLLOWS:

BEGINNING AT A RIGHT OF WAY DISK AT THE INTERSECTION OF THE EASTERN RIGHT OF WAY LINE OF PENNY ROAD AND THE NORTHERN RIGHT OF WAY LINE OF SAMET DRIVE, THENCE WITH THE EASTERN RIGHT OF WAY OF PENNY ROAD, N70°33'49"W, 17.45 FEET TO AN EXISTING IRON ROD; THENCE, CONTINUING WITH THE EASTERN RIGHT OF WAY LINE OF PENNY ROAD, N36°03'00"W, 122.10 FEET TO A POINT, THE SOUTHWEST CORNER OF SV LIM HOLDINGS, LLC (D.B.6232, PG.728, GCR); THENCE WITH THE SOUTHERN LINE OF SV LIM HOLDINGS, LLC, N52°33'10"E, 299.00 FEET TO A POINT IN THE WESTERN LINE OF STEVEN LIM, (D.B. 7093, PG. 2864, GCR, PARCEL NUMBER 196673); THENCE, WITH LIM, S36°11'38"E, 135.41 FEET TO AN EXISTING IRON PIPE ON THE NORTHERN RIGHT OF WAY LINE OF SAMET DRIVE; THENCE, WITH THE NORTHERN RIGHT OF WAY OF SAMET DRIVE, S52°17'32"W, 289.42 FEET TO THE PLACE AND POINT OF BEGINNING, HAVING AN AREA OF 0.93 ACRES, MORE OR LESS.

PARCEL 196673

BEING THE PROPERTY OF STEVEN LIM, ACQUIRED IN DEED BOOK 7093, PAGE 2864, GUILFORD COUNTY REGISTRY (GCR), AND IDENTIFIED BY THE GUILFORD COUNTY TAX DEPARTMENT AS PARCEL 196673, SAID PROPERTY BEING ALL OF LOT 4 OF THE J.W. SAMET SUBDIVISION AS RECORDED IN PLAT BOOK 34, PAGE 37, GCR, THE PROPERTY DESCRIBED AS FOLLOWS:

COMMENCING FROM A RIGHT OF WAY DISK AT THE INTERSECTION OF THE EASTERN RIGHT OF WAY LINE OF PENNY ROAD AND THE NORTHERN RIGHT OF WAY LINE OF SAMET DRIVE, THENCE, N52°17'32"E, 289.42 FEET TO THE POINT OF BEGINNING, AN EXISTING IRON PIPE, A COMMON CORNER OF THE SUBJECT PROPERTY WITH THE PROPERTY OF STEVEN LIM (D.B. 7093, PG. 2864, GCR, PARCEL 196672) ON THE NORTHERN RIGHT OF WAY LINE OF SAMET DRIVE; THENCE, FROM SAID BEGINNING POINT, WITH LIM, N36°11'38"E, 135.41 FEET TO A POINT, A CORNER OF LIM PARCEL 196672 AND SV LIM HOLDINGS, LLC (D.B. 6232, PG. 728, GCR); THENCE, CONTINUING WITH SV LIM HOLDINGS, LLC, N36°11'38"E, 137.91 FEET TO AN EXISTING IRON ROD IN THE SOUTHERN LINE OF BENJAMIN PRESTON JORDAN (D.B. 2795, PG. 798, GCR); THENCE, WITH JORDAN, N54°27'09"E, 108.15 FEET TO AN EXISTING IRON PIPE, A CORNER WITH JORDAN IN THE WESTERN LINE OF MARIA T. MONTOYA COUCH (D.B. 7186, PG. 2093, GCR); THENCE WITH COUCH, S36°22'41"W, 199.06 FEET TO AN EXISTING IRON PIPE, A CORNER WITH COUCH AND CALVIN D. & SHARON P. JOHNSON, (D.B. 3347, PG 344, GCR); THENCE, WITH JOHNSON, S29°05'41"E, 69.74 FEET TO AN EXISTING IRON PIPE, A CORNER WITH JOHNSON ON THE NORTHERN RIGHT OF WAY LINE OF SAMET DRIVE; THENCE, WITH THE NORTHERN RIGHT OF WAY LINE OF SAMET DRIVE, S51°36'57"W, 100.24 FEET TO THE PLACE AND POINT OF BEGINNING, HAVING AN AREA OF 0.67 ACRES, MORE OR LESS.

PARCEL 196674

BEING THE PROPERTY OF CALVIN D. & SHARON P. JOHNSON, ACQUIRED IN DEED BOOK 3347, PAGE 344, GUILFORD COUNTY REGISTRY (GCR), AND IDENTIFIED BY THE GUILFORD COUNTY TAX DEPARTMENT AS PARCEL 196674, SAID PROPERTY BEING ALL OF LOT 5 OF THE J.W. SAMET SUBDIVISION AS RECORDED IN PLAT BOOK 34, PAGE 37, GCR, THE PROPERTY DESCRIBED AS FOLLOWS:

COMMENCING FROM A RIGHT OF WAY DISK AT THE INTERSECTION OF THE EASTERN RIGHT OF WAY LINE OF PENNY ROAD AND THE NORTHERN RIGHT OF WAY LINE OF SAMET DRIVE, THENCE, N52°17'32"E, 289.42 FEET TO AN EXISTING IRON PIPE ON THE NORTHERN RIGHT OF WAY LINE OF SAMET DRIVE; THENCE, N51°36'57"E, 100.24 FEET TO THE POINT OF BEGINNING, AN EXISTING IRON PIPE BEING A COMMON CORNER OF THE SUBJECT PROPERTY WITH THE PROPERTY OF STEVEN LIM (D.B. 7093, PG. 2864, GCR, PARCEL 196673) ON THE NORTHERN RIGHT OF WAY LINE OF SAMET DRIVE; THENCE, FROM SAID BEGINNING POINT, WITH THE EASTERN LINE OF LIM, N29°05'41"W, 69.74 FEET TO AN EXISTING IRON PIPE, A CORNER WITH LIM AND MARIA T. MONTOYA COUCH (D.B. 7186, PG. 2093, GCR); THENCE WITH COUCH, N55°13'45"E, 120.54 FEET TO A STONE AND N67°32'31"E, 223.14 FEET TO A POINT, SAID POINT BEING A CORNER OF THE RIGHT OF WAY OF SAMET DRIVE IN THE LINE OF COUCH; THENCE, WITH THE NORTHERN RIGHT OF WAY LINE OF SAMET DRIVE, S51°36'57"W, 346.14 FEET TO THE POINT OF BEGINNING, HAVING AN AREA OF 0.34 ACRES, MORE OR LESS.

CITY OF HIGH POINT

AGENDA ITEM



Title: Budget Amendment to Record Issuance of Series 2021A and Series 2021B CES Revenue Refunding Bonds

From: Bobby D. Fitzjohn, Financial Services Director

Meeting Date: December 20, 2021

Public Hearing: No

Advertising Date: N/A

Advertised By:

Attachments: Budget Amendment

PURPOSE:

A budget amendment of \$50,928,000 is needed to recognize funds from the issuance of CES Revenue Refunding Bonds. On December 16, 2021, the City of High Point issued Series 2021A CES Revenue Refunding Bonds in the amount of \$20,386,000 and Series 2021B CES Refunding Bonds in the amount of \$30,542,000.

BACKGROUND:

On November 15th City Council approved a resolution authorizing staff to begin the process of refunding Series 2012A and Series 2014 CES Revenue Bonds. On December 6th, City Council approved bond orders authorizing the issuance of 2021A and 2021B CES Revenue Refunding Bonds. The Local Government Commission approved the sale at its December 7th meeting.

Taxable Series 2021A Revenue Refunding Bonds were issued to Pinnacle Bank on December 16th. Upon conversion to a tax-exempt rate in August 2022, the 2021A issuance will result in 7.9% NPV savings or cash flow savings of approximately \$153 thousand per year for through FY 2032 with a total cash savings of approximately \$1.7 million.

Taxable Series 2021B Revenue Refunding Bonds were issued to Truist Bank on December 16th. Upon conversion to a tax-exempt rate in August 2024, the 2021B issuance will result in 9.1% NPV savings or cash flow savings of approximately \$165 thousand per year for through FY 2040 with a total cash savings of approximately \$3.1 million.

BUDGET IMPACT:

The refunding savings will be built into the debt service budgets for the Water & Sewer Fund in the 2022-2023 Annual Budget and successive years.

RECOMMENDATION / ACTIONS REQUESTED:

The Financial Services Department recommends approval of the budget amendment to record the issuance of Series 2021A and Series 2021B CES Revenue Refunding Bonds.

“AN ORDINANCE AMENDING THE 2021-2022 BUDGET ORDINANCE
OF THE CITY OF HIGH POINT, NORTH CAROLINA
TO APPROPRIATE FUNDS IN CONNECTION WITH REFUNDING BONDS

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

Section 1. The City of High Point engaged and completed the Series 2021A and Series 2021B Combined Enterprise System Revenue Refunding Bonds during the fiscal year 2021-2022. Current governmental accounting standards require the refunding activities be recorded in the financial records in addition to the City's financial disclosures.

Section 2. In order to appropriate these funds, the 2021-2022 Budget Ordinance of the City of High Point, should be amended as follows:

- (A) That the following additional sources were received and be amended as follows:

Water & Sewer Fund-Refunding Bond Proceeds	\$50,928,000
--	--------------

- (B) That the Water & Sewer Fund expenditures be amended as follows:

Payment to Trustee for Refunding Bonds	\$50,621,580
Legal and fiscal charges	<u>306,420</u>
	\$50,928,000

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 by High Point City Council, this the 20th day of December 2021

ATTEST

Mayor, Jay W. Wagner

Lisa B. Vierling,
City Clerk

CITY OF HIGH POINT

AGENDA ITEM



Title: Sole Source Purchase of a Rotating Assembly for Pump #1 at the Riverdale Pump Station
Clearwater, Inc.

From: Terry Houk – Public Services Director
Derrick Boone – Asst. Director Public Services

Meeting Date: December 20, 2021

Public Hearing: No

Advertising Date: N/A

Advertised By: N/A

PURPOSE:

To sole source purchase a replacement rotating assembly for pump #1 at the Riverdale Pump Station.

BACKGROUND:

The existing three Wemco-Hidrostal pumps at the Riverdale Pump Station were installed in 1994. The Public Services Department has observed increased vibration from the existing pumps, particularly on pump #1 which is a fixed speed pump. The intent is to replace the rotating assembly for pump #1 to decrease the vibration and extend the life of the pump until all 3 pumps can be replaced as part of a future upgrade to the Riverdale Pump Station. The only available replacement rotating assembly is through Clear Water, Inc which is a distributor of Wemco-Hidrostal pumps.

BUDGET IMPACT:

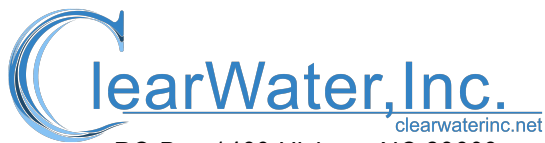
Funding is available in the 2021-2022 Budget.

RECOMMENDATION / ACTION REQUESTED:

The Public Services Department is recommending that the purchase of the replacement rotating assembly from Clear Water, Inc be approved as a sole source purchase for \$33,996.67.



Picture of a Wemco-Hidrostal Pump in the Riverdale Pump Station



PO Box 1469 Hickory, NC 28603
Phone: (828) 855-3182 Fax: (828) 855-3183
www.clearwaterinc.net

Quote

Date	Estimate #
11/29/2021	20213731

Name / Address
City of High Point Attn: Accounts Payable PO Box 230 High Point, NC 27261

Ship To
City of High Point Attn: Steve Yates 121 North Pendleton Street High Point, NC 27260

Requestor	Phone	Email	Prepared By	Terms	Lead Time
Peter Lavigne	(336)883-3101	peter.lavigne@highpointnc.gov	Gwyn Wilson	Net 30	16 to 18 weeks ARO
Item	Qty	Description	Unit Price	Total	
20213730-A	1	WEMCO SFI10-Y Vertical Replacement Rotating Assembly Only for SN 9411834-1-2-3 (Riverdale Drive PS, High Point, NC)	31,847.00	31,847.00T	
		NC 6.75% Sales Tax	6.75%	2,149.67	
Prices include freight					
REMIT TO:			Total		
Hickory Office: PO Box 1469 Hickory, NC 28603 (828) 855-3182			\$33,996.67		
Richmond Office: 502 Research Road N. Chesterfield, VA 23236 (804) 378-3550			Quote Valid for 30 days. A 3% fee will be added for credit card fees. Freight is prepaid and added unless quoted.		

CITY OF HIGH POINT

AGENDA ITEM



Title: Materials Testing Services for Montlieu Ave Roadway and Utility Improvements Project

From: Trevor Spencer, Engineering Services

Meeting Date: December 20, 2021

Public Hearing: N/A

Advertising Date: N/A

Advertised By: N/A

Attachments: Proposal

PURPOSE:

The Engineering Services Department recommends City Council to approve a supplemental agreement with Atlantic Coast Engineering and Testing, Inc. for materials testing services for Contract 2021-001 Montlieu Avenue Roadway and Utility Improvements. Atlantic Coast Engineering and Testing, Inc. has a master agreement with the City as a prequalified on-call materials testing consultant and has successfully provided these services on previous infrastructure projects. Examples of materials testing that will be provided include soil backfill compaction, asphalt densities, and concrete compressive strength of sidewalks and curb and gutter.

BACKGROUND:

On Wednesday, December 1, 2021 the City of High Point received a proposal for material testing for contract ENG-2021-001.

Atlantic Coast Engineering and Testing, Inc.	\$115,000.00
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The availability date of this supplemental agreement is upon the Notice to Proceed, which will immediately follow contract execution and a preconstruction conference.

BUDGET IMPACT:

Funds for this contract are available in the FY 2021-2022 budget.

RECOMMENDATION / ACTION REQUESTED:

The Engineering Services Department recommends approval of the contract and that the appropriate City official and/or employee be authorized to execute all necessary documents to award the supplemental agreement to Atlantic Coast Engineering and Testing, Inc. in the amount of \$115,000.00.



**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT:

COUNCIL AGENDA DATE:

BID NO.: CONTRACT NO.: DATE OPENED:

DESCRIPTION:

PURPOSE:

COMMENTS:

RECOMMEND AWARD TO: AMOUNT:

JUSTIFICATION:

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: DATE:

The Purchasing Division concurs with recommendation submitted by the ENGINEERING SVC DEPT and recommends award to the lowest responsible, responsive bidder in the amount of \$.

PURCHASING MANAGER: DATE:

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: DATE:

CITY MANAGER: DATE:



ATLANTIC COAST ENGINEERING AND TESTING, INC.

8 LOCKHEED COURT

PHONE: 336-664-5900

GREENSBORO, N.C. 27409

November 30, 2021

Mr. Benny Deel
City of High Point
Engineering Services Department
P.O. Box 230
High Point, NC 27261

RE: Montlieu Avenue Roadway and Utility Improvement
Contract #2021001
High Point, North Carolina

Dear Mr. Deel:

We appreciate the opportunity to submit a cost for testing services for Montlieu Avenue in High Point. We have assumed the work will take place over a period of 9 months based on our conversation with you and a review of the bid items and quantities. We have included proctors, transportation, use of nuclear density gauges, engineering technician time, engineer's time and anticipated overtime. We understand that the City will have inspectors on site and that ACET scope of work consists of intermittent testing and inspection of the project over a period of 9 months and will include testing soil backfill over utilities, stone testing, asphalt testing during laydown and cores, concrete testing for drives, sidewalks, and curb and gutter, and incidental testing. Based on our understanding of the scope of work we recommend a budget allowance of \$115,000.00.

All work will be performed by ACI or DOT certified technicians under the direction of a PE.

SERVICE

ESTIMATED COST

Soil Tests for Backfill

- | | |
|--|--------------|
| 1. 3,330 linear feet for trench and backfill 6', 8', 10', & 12' cut for 8" sewer lines | \$ 18,300.00 |
| 2. 2,325 linear feet trench and backfill 8' cut for sewer laterals | \$ 15,400.00 |
| 3. 3,720 linear feet of 6" & 8" ductile iron water pipe | \$ 19,750.00 |
| 4. 1,575 linear feet of trench and backfill for water laterals | \$ 9,600.00 |
| 5. 3,500 linear feet various sizes of schedule 40 PVC duct bank pipe | \$ 19,750.00 |

Concrete Testing

- | | |
|--|-------------|
| 1. 5,350 linear feet of concrete curb | \$ 4,650.00 |
| 2. 3,665 square yards of concrete sidewalks & aprons | \$ 4,500.00 |

NCDOT ABC Stone

1. Density tests - NCDOT certified roadway technician with nuclear density gauge – 720 tons (4 events – 5Hrs/EA at \$58/hr.)	\$ 1,160.00
Nuclear Gauge (4 events – 5Hrs/EA at \$9/Hr.)	\$ 180.00

Asphalt Testing

1. Monitor laydown – NCDOT certified roadway technician with nuclear density gauge – 9006 tons (20 events – 5Hrs/EA at \$69/Hr.)	\$ 6,900.00
Nuclear Gauge (20 events – 5Hrs/EA at \$9/Hr.)	\$ 900.00

Professional Engineer (80Hrs/EA at \$105/Hr.)	\$ 8,400.00
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Transportation (396 trips x 21 miles/trip at \$0.65/MI)	\$ 5,405.00
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Total Estimated Cost	\$115,000.00
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Should the scope of work change and more or less service is required, the cost will be adjusted in accordance with the following partial schedule of fees;

1. SOIL	UNIT PRICE
a) Field Density, per hour	\$ 58.00
b) One-Point Proctor, per each	\$ 50.00
c) Standard, (ASTM D-698), per each	\$125.00
d) Modified, (ASTM D-1557), per each	\$155.00
e) Soil I. D. Plastic Limits/Liquid Limit, per each	\$110.00
f) Gradations, washed, per each	\$ 65.00
2. CONCRETE INSPECTION	
a) Casting Test Cylinders, (ACI), per hour	\$ 56.00
b) Cylinder Compression Test, per each	\$ 12.00
3. STONE TESTING –ABC	
a) Field Density, per hour	\$ 58.00
b) Gradation of Aggregate, per each	\$140.00
c) Nuclear Gauge, per hour	\$ 9.00
4. ASPHALT INSPECTION	
a) Plant Inspection, (NCDOT Level II), per hour	\$ 63.00
b) Street Inspection, (NCDOT Roadway)	\$ 69.00
c) Core Density, per each (laboratory)	\$ 25.00

5. ADDITIONAL SERVICES

a) Senior Technician, per hour	\$ 69.00
b) Staff Engineer, P.E., per hour	\$105.00
c) Principle Engineer, P.E., per hour	\$135.00
d) Technician overtime (includes SAT., SUN., Holidays and time over eight hours per day on weekdays)	\$ 69.00
e) Transportation, per mile	\$.65

We appreciate the opportunity to work with you on this project. Should you have any questions, please contact us at your convenience.

ATLANTIC COAST ENGINEERING
AND TESTING, INC.

C.B. Higgins, Jr., President

Donald M. Wojek, P.E.
NCPE 05060

add

**HIGH POINT CITY COUNCIL
REGULAR MEETING
DECEMBER 6, 2021 – 5:30 P.M.
COUNCIL CHAMBERS – MUNICIPAL BUILDING**

MINUTES

ROLL CALL, MOMENT OF SILENCE, AND PLEDGE OF ALLEGIANCE

Mayor Wagner called the meeting to order at 5:30 p.m.

Upon call of the roll, the following Council Members were Present (9):

Mayor Jay W. Wagner; Mayor Pro Tem Britt Moore, At Large; Council Member Tyrone E. Johnson, At Large; Council Member Cyril A. Jefferson, Ward 1; Council Member Christopher Williams, Ward 2; Council Member Monica L. Peters, Ward 3; Council Member S. Wesley Hudson, Ward 4; Council Member Victor A. Jones, Ward 5; and Council Member Michael A. Holmes, Ward 6.

Mayor Wagner called for a Moment of Silence. The Pledge of Allegiance followed.

STRATEGIC PLAN UPDATE- Blight Reduction and Marketing & Branding Initiative

2021-547

Strategic Plan Update

Council Member Chris Williams, Chairman of the Community Development Committee, will recognize staff to provide an update on the Strategic Plan regarding Blight Reduction. Council Member Michael Holmes, Chairman of the Marketing & Branding Task Force will provide an update on the Marketing & Branding Initiative.

Blight Initiative

Councilman Williams, Chairman of the Community Development Committee, provided an update on the housing activities for the month of November 2021 as follows:

Code Enforcement Activity	November 2021
Minimum Housing Complaints	25
Active Minimum Housing Cases	213
Cases before Council (demolition)	3
City demolished houses	2
Public Nuisance Complaints	39
Active Public Nuisance Cases	30
City Abated Public Nuisance Cases	4
Owner Abated Public Nuisance Cases	54
Zoning Complaints (vehicles, signs, etc..)	17
Active Zoning Cases	103
Signs Collected	149
Total Active Cases	346

Lori Loosemore, Code Enforcement Manager, shared another success story of a house that was repaired that was scheduled for repair or demolition at 1114 Tipton Street and shared some before and after photographs.

Council Member Williams expressed appreciation to Ms. Loosemore and staff for their efforts in blight reduction.

Marketing & Branding Initiative

Council Member Michael Holmes, Marketing & Branding Task Force Chairman, announced that a firm has been selected to undertake the city's marketing and branding initiative, Civic Brand, a Texas-based firm. He shared that they provided a very impressive presentation to key members of the Task Force and city staff and they are currently in discussions with them to refine the scope. They plan to share a presentation before the full Marketing & Branding Task Force in December with a full recommendation coming to Council in January.

PUBLIC COMMENT PERIOD

2021-546 Public Comment Period

A Public Comment Period will be held on the first Monday of the regular City Council meeting schedule at 5:30 p.m. or as soon thereafter as reasonably possible following recognitions, awards and presentations. Our policy states persons may speak on any item not 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 podium, 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.

Thanks to everyone in the audience for respecting the meeting by refraining from speaking from the audience, applauding speakers, or other actions that distract the meeting.

No one was present to speak during the Public Comment Period.

FINANCE COMMITTEE - Mayor Pro Tem Moore, Chair
Committee Members: Moore, Peters, Holmes, and Jones

CONSENT AGENDA ITEMS

Mayor Pro Tem Moore, Finance Committee Chairman, reported that the Finance Committee did meet on December 2nd and recommended the matters under the Consent Agenda be forwarded to the City Council with a favorable recommendation for approval. However, he noted that he was advised by staff that 2021-528 Sale of City-Owned Property at 1215 E. Green Drive needed to be removed from the Consent Agenda and placed on the Regular Agenda for removal of the agenda item.

Mayor Pro Tem Moore then moved to remove this matter from the Consent Agenda and place it on the Regular Agenda. Council Member Peters made a second to the motion, which carried by the following 9-0 unanimous vote:

Aye (9): Mayor Wagner, Mayor Pro Tem Moore, Council Member Johnson, Council Member Jefferson, Council Member Williams, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes

Mayor Pro Tem Moore then moved approval of all matters on the Finance Committee Consent Agenda. Council Member Jones made a second to the motion. The motion carried by the following 9-0 unanimous vote:

Aye (9): Mayor Wagner, Mayor Pro Tem Moore, Council Member Johnson, Council Member Jefferson, Council Member Williams, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes

2021-524 Utility Construction Agreement - NCDOT Interchange Improvement Project --U-5896, US 29/US70/Business 85 & South Main Street (SR 1009)

City Council is requested to approve a Utility Construction Agreement with North Carolina Department of Transportation (NCDOT) in the amount of \$2,153,063. for water and sewer improvements at the upcoming NCDOT interchange improvement project at US 29/ US 70/ Business 85 and South Main Street (SR 1009) and that the appropriate City official and/or employee be authorized to execute all necessary documents to finalize the agreement with the NCDOT.

A motion was made by Mayor Pro Tem Moore, seconded by Council Member Jones, that this Utility Construction Agreement for the NCDOT Interchange Improvement Project U-5896 (US 29/US 70/Business 85 & South Main Street) be approved. The motion carried by a 9-0 unanimous vote as follows:

Aye (9): Mayor Wagner, Mayor Pro Tem Moore, Council Member Johnson, Council Member Jefferson, Council Member Williams, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes

2021-525 Contract - WESCO Distribution, Inc. -- Montlieu Undergrounding Project - Material Purchase

City Council is requested to award a contract to WESCO Distribution, Inc. in the amount of \$1,562,612.66 for material purchases in conjunction with the Montlieu Undergrounding project that was previously approved by City Council.

A motion was made by Mayor Pro Tem Moore, seconded by Council Member Jones, to approve the award of a contract to WESCO Distribution, Inc. in the amount of \$1,592,612.66 for material purchases on conjunction with the Montlieu Undergrounding project previously approved by Council. The motion carried by the following 9-0 unanimous vote:

Aye (9): Mayor Wagner, Mayor Pro Tem Moore, Council Member Johnson, Council Member Jefferson, Council Member Williams, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes

2021-526 Contract - Tetra Tech, Inc. - Pro-Active Storm Debris Removal

City Council is requested to award a contract to Tetra Tech, Inc. for storm debris removal services in the event of any potential storms resulting in large quantities of vegetative debris.

A motion was made by Mayor Pro Tem Moore, seconded by Council Member Jones, to award a contract to Tetra Tech, Inc. for storm debris removal services in the event of any potential storms resulting in large quantities of vegetative debris. The motion carried by the following 9-0 unanimous vote:

Aye (9): Mayor Wagner, Mayor Pro Tem Moore, Council Member Johnson, Council Member Jefferson, Council Member Williams, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes

2021-527 License Agreement - Climavision Operating, LLC - Weather Equipment - Potts Avenue Water Tower

City Council is requested to approve a license agreement with Climavision Operating, LLC to install and maintain weather related equipment on the Potts Avenue water tower and authorize the appropriate city official to execute all necessary documents.

A motion was made by Mayor Pro Tem Moore, seconded by Council Member Jones, to approve a license agreement with Climavision Operating, LLC to install and maintain weather related equipment on the Potts Avenue water tower and to authorize the appropriate city official to execute all necessary documents. The motion carried by the following 9-0 unanimous vote:

Aye (9): Mayor Wagner, Mayor Pro Tem Moore, Council Member Johnson, Council Member Jefferson, Council Member Williams, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes

REGULAR AGENDA ITEMS**2021-528 Resolution - Sale of City Owned Property - 1215 E. Green Drive**

City Council is requested to adopt a resolution accepting the offer of \$7,000.00 and authorizing the sale of the property through the upset bid procedure of N.C.G.S. 160A-269 and direct the City Clerk to publish a public notice of the proposed sale in accordance with N.C.G.S. 160A-269.

A motion was made by Mayor Pro Tem Moore, seconded by Council Member Peters, to remove this matter from the agenda. The motion carried by the following 9-0 unanimous vote:

Aye (9): Mayor Wagner, Mayor Pro Tem Moore, Council Member Johnson, Council Member Jefferson, Council Member Williams, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes

2021-523 Transit - Bus Pass Donation Policy

City Council is requested to adopt a Bus Pass Donation Policy regarding the donation of transit passes to assist customers in need.

This matter was discussed at the Finance Committee meeting held on December 2, 2021 and forwarded to City Council with a favorable recommendation to be placed on the regular agenda.

This matter was discussed during the Finance Committee Meeting held on December 2nd and was forwarded to the City Council with a favorable recommendation to be placed on the Finance Committee Regular Agenda.

Angela Wynes, Hi Tran Manager, advised that staff frequently receives requests for bus passes, so staff felt it would be beneficial to develop a policy to ensure the process is transparent with steps outlined in the policy. Staff researched how other transit systems across the country are handling bus pass donations including Greensboro and Winston-Salem. Ms. Wynes reported that staff felt Greensboro's policy was a good one to model. Staff has created an application that agencies applicable to nonprofits (501(c) 3) that would be completed by the agencies and they would then be eligible to request \$100 in passes at one time. She advised that the current fare is 80 passes; they must not have a balance on any account with the transit system; the request must be submitted on the agencies letterhead; the most that the city will donate over the course of a fiscal year would be \$1,000; the donated passes would not be eligible for FTA or NCDOT reimbursement so this would be all City of High Point funds; all passes have end dates embedded in them; staff can monitor how the passes are used and determine if the agencies are using the passes donated to them.

Staff has not discussed a proposed start date for the policy, but Ms. Wynes advised there are several agencies who are awaiting Council's action on the policy.

Mayor Pro Tem Moore asked if there were any questions for staff and advised the Finance Committee's concerns were not the dollar amount, but felt it was a timing and procedural issue.

Council Member Jefferson conveyed this would be a \$1,000 limit total and not a \$1,000 limit per nonprofit.

Council Member Williams stated he wanted to ensure that the agencies get the notification regarding this policy as soon as possible. Ms. Wynes affirmed that she would reach out to those agencies that have already made contact with her, and the information would be posted and made available on the city's website.

A motion was made by Mayor Pro Tem Moore, seconded by Council Member Jefferson, to adopt a Bus Pass Donation Policy to be implemented immediately regarding the donation of transit passes to assist customers in need which hat this matter be adopted. The motion carried by the following 9-0 unanimous vote:

Aye (9): Mayor Wagner, Mayor Pro Tem Moore, Council Member Johnson, Council Member Jefferson, Council Member Williams, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes

2021-529 Authorize Issuance of Series 2021A CES Revenue Refunding Bonds

City Council is requested to approve the attached "Bond Order Authorizing The Sale And Issuance By The City Of High Point, North Carolina Of Not To Exceed \$21,000,000 Taxable Combined Enterprise System Revenue Refunding Bond, Series 2021A And A Subsequent Tax-Exempt Combined Enterprise System Revenue Refunding Bond And Authorizing The Execution And Delivery Of Certain Documents In Connection Therewith".

Mayor Pro Tem Moore, Finance Committee Chairman, read the following Bond Order title into the record:

"Bond Order Authorizing the Sale and Issuance by the City of High Point, North Carolina of Not to Exceed \$21,000,000 Taxable Combined Enterprise System Revenue Refunding Bond, Series 2021A and a Subsequent Tax-Exempt Combined Enterprise System Revenue Refunding Bond and Authorizing the Excecution and Delivery of Certain Documents in Connection Therewith."

Following the reading of the Bond Order title, Chairman Moore recognized staff for a brief presentation.

Bobby Fitzjohn, Director of Financial Services, advised the original initial resolution to allow staff to refund the 2012A and 2014 Revenue Bonds was approved by the City Council on November 15, 2021. He explained this would be accomplished by issuing the 2021A Revenue Refunding Bonds to Pinnacle Bank (total cash flow savings is about \$142,000 a year for the remainder of the issuance with a total cash flow savings of \$1.6 million through 2032).

The 2021B Revenue Refunding Bond will be issued through Truist Bank resulting in a savings to the water/sewer system of approximately \$148,000 a year through 2040 (total cash flow savings of about \$2.8 million).

A motion was made by Mayor Pro Tem Moore, seconded by Council Member Peters, to authorize the issuance of Series 2021A CES Revenue Refunding Bonds approving the "Bond Order Authorizing the Sale and Issuance by the City of High Point, North Carolina

of Not to Exceed \$21,000,000 Taxable Combined Enterprise System Revenue Refunding Bond, Series 2021A and a Subsequent Tax-Exempt Combined Enterprise System Revenue Refunding Bond and Authorizing the Execution and Delivery of Certain Documents in Connection Therewith." The motion carried by the following 9-0 unanimous vote:

Aye (9): Mayor Wagner, Mayor Pro Tem Moore, Council Member Johnson, Council Member Jefferson, Council Member Williams, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes

Resolution No. 2022/21-67

Resolution Book, Volume XXI, Page 67

2021-530 Authorize Issuance of Series 2021B CES Revenue Refunding Bonds

City Council is requested to approve the attached "Bond Order Authorizing The Sale And Issuance By The City Of High Point, North Carolina Of Not To Exceed \$32,000,000 Taxable Combined Enterprise System Revenue Refunding Bond, Series 2021B And A Subsequent Tax-Exempt Combined Enterprise System Revenue Refunding Bond And Authorizing The Execution And Delivery Of Certain Documents In Connection Therewith".

Mayor Pro Tem Moore, Finance Committee Chairman, read the following Bond Order title into the record:

"Bond Order Authorizing the Sale and Issuance by the City of High Point, North Carolina of Not to Exceed \$32,000,000 Taxable Combined Enterprise System Revenue Refunding Bond, Series 2021B and a Subsequent Tax-Exempt Combined Enterprise system Revenue Refunding Bond and Authorizing the Execution and Delivery of Certain Documents in Connection Therewith."

Following the reading of the Bond Order title, Chairman Moore recognized staff for a brief presentation.

Bobby Fitzjohn, Director of Financial Services, advised the original initial resolution to allow staff to refund the 2012A and 2014 Revenue Bonds was approved by the City Council on November 15, 2021. He explained this would be accomplished by issuing the 2021A Revenue Refunding Bonds to Pinnacle Bank (total cash flow savings is about \$142,000 a year for the remainder of the issuance with a total cash flow savings of \$1.6 million through 2032).

The 2021B Revenue Refunding Bond will be issued through Truist Bank resulting in a savings to the water/sewer system of approximately \$148,000 a year through 2040 (total cash flow savings of about \$2.8 million).

A motion was made by Mayor Pro Tem Moore, seconded by Council Member Hudson, to authorize the issuance of Series 2021B CES Revenue Refunding Bonds approving the "Bond Order Authorizing the Sale and Issuance by the City of High Point, North Carolina of Not to Exceed \$32,000,000 Taxable Combined Enterprise System Revenue Refunding Bond, Series 2021B and a Subsequent Tax-Exempt Combined Enterprise System Revenue Refunding Bond and Authorizing the Execution and Delivery of Certain Documents in Connection Therewith." The motion carried by the following 9-0 unanimous vote:

Aye (9): Mayor Wagner, Mayor Pro Tem Moore, Council Member Johnson, Council Member Jefferson, Council Member Williams, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes

Resolution No. 2023/21-68

Resolution Book, Volume XXI, Page 68

2021-531 Acknowledge Receipt - City of High Point Annual Comprehensive Financial Report 2021

City Council is requested to acknowledge receipt of the City of High Point Annual Comprehensive Financial Report for the Fiscal Year Ended June 30, 2021 and related required communications from the City's auditors, Cherry Bekaert LLP.

Bobby Fitzjohn, Director of Financial Services, advised that this is the annual acknowledgement, receipt, and presentation from the city's auditor for the FY 2021 audit report. He explained that due to a printing error, the 2021 CAFR and related required communications from the City's auditors, Cherry Bekaert LLP would be distributed to Council at a later date but would be posted and available online with the next day or so.

He recognized and thanked Heather Forrest, the Assistant Director of Financial Services, and her team who were able to get the information to the auditors in a timely manner so that the audit could be completed by October 31st as required. He then recognized Dan Gougherty from Cherry Bekaert who presented a brief summary of the audit in the following areas:

- *Role of External Auditor*
- *Key Highlights: Results*
- *Internal Controls*
- *Significant Audit Areas*
- *Local Government Commission Performance Indicators*

Mr. Gougherty explained the auditor's role in the audit process and noted it is in accordance with the Generally Accepted Audit Standards. In terms of their required communication, the auditors are required to communicate policy changes during the year; note any significant estimates that management uses as part of the draft of the financial statements; and identify any journal entries that were posted or proposed by the audit.

From the key results standpoint, the auditors provided four opinions:

1. *Financial Statements*
2. *Internal Controls of Financial Reporting*
3. *Letter for Federal Single Audit for grant funds received (they tested two federal grants received: Federal Transit Authority due to the CARES Act money spent, and Corona Virus Relief Funds)*
4. *Letter for State Single Audit for grant funds received (they tested the Furniture Market Transportation Grant and the Powell Bill Fund)*

In all four cases, the auditors issued an unmodified, clean opinion which is the highest opinion under the auditing standards. They found no issues that were considered to be nonmaterial or non-compliance or any significant deficiencies or material weaknesses with those programs.

The auditors communicated that there no policy changes and no adjusting or past journal entries. They identified significant transaction cycles; obtained an understanding of controls; walked through the controls to ensure proper segregation of duties; and verified that controls are in place for those significant cycles which are mainly receipts, payroll, disbursement processes, as well as financial reporting. The significant audit areas mostly related to revenue, expenditures, payroll, cash investments, pension, and any pension liabilities.

Mr. Gougherty then reviewed the new information they are now required to report on which is the Local Government Commission Performance Indicators as follows:

- *Fund Balance Available (includes Debt Service Fund); High Point is at 29% which is below the required LGC minimum threshold of 25%.*
- *Quick Ratio- Water and Sewer; High Point is at 3.45% which is above the LGC minimum threshold of 1%.*
- *Quick Ratio- Electric; High Point is at 6.68% which is above the LGC minimum threshold of 1%*
- *Water and Sewer Fund; High Point's Operating Net Income is at \$17.6 million in the positive, which exceeds the LGC minimum threshold which is greater than \$0. From an unrestricted cash standpoint, High Point is at 84.66% which is above the required LGC minimum threshold which is greater than 16%.*
- *Electric Fund; High Point's Operating Net Income is at \$8.8 million. From an unrestricted cash standpoint, High Point is at 50.09% which is greater than the required LGC minimum of 16%.*

Other LGC Performance Indicators (areas of compliance for non-financial based items) that Mr. Gougherty reported on:

- *Submitted the audit report within five (5) months from fiscal year end. Audit was submitted as of October 31st.*
- *Budgeted tax levy for the General Fund. High Point is at a positive 2% which means more taxes have been collected than what was budgeted.*
- *Effective pre-audit process to avoid pervasive budget violations.*
- *No late debt service payments or debt covenant compliance issues.*
- *No statutory violation within the Annual Comprehensive Financial Report.*

In summary, the city received clean opinions, no adjusting or past entries, good internal controls, no internal control findings, and full cooperation of management. Mr. Gougherty thanked Mr. Fitzjohn, Ms. Forrest, and the Financial Services Team for their time and effort in supplying the necessary information that allowed the audit to be completed and issued by the October 31st deadline.

Following the audit presentation, Chairman Moore asked if there were any questions. Hearing none, he expressed appreciation to Mr. Gougherty for coming to present the audit and for their work in getting the audit completed. He also echoed the thanks from the City

Council to Mr. Fitzjohn, Ms. Forrest, and the Financial Services Team and expressed appreciation for a very good audit report.

A motion was made by Mayor Pro Tem Moore, seconded by Council Member Johnson, to acknowledge receipt of the 2021 City of High Point Annual Comprehensive Financial Report. The motion carried by the following 9-0 unanimous vote:

Aye (9): Mayor Wagner, Mayor Pro Tem Moore, Council Member Johnson, Council Member Jefferson, Council Member Williams, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes

COMMUNITY DEVELOPMENT COMMITTEE - Council Member Williams, Chair

Committee Members: Williams, Hudson, Jefferson, and Johnson

2021-532 Ordinance - Demolition of Dwelling - 315 Louise Avenue

Adoption of an ordinance ordering the building inspector to effectuate the demolition of a dwelling located at 315 Louise Avenue belonging to Stephen Macconnell.

Council Member Williams, Community Development Committee Chair, advised that staff is recommending this matter be placed in pending due to a possible new owner.

A motion was made by Council Member Williams, seconded by Mayor Pro Tem Moore, that this matter be postponed to the Community Development Committee and placed on the Pending List. The motion carried by the following unanimous 9-0 vote:

Aye (9): Mayor Wagner, Mayor Pro Tem Moore, Council Member Johnson, Council Member Jefferson, Council Member Williams, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes

PLANNING & DEVELOPMENT - Mayor Jay W. Wagner

2021-533 Adoption of Findings of Fact and Conclusions of Law-Special Use 21-03

City Council is requested to adopt the Findings of Fact and Conclusion of Law in reference to Special Use 21-03.

As a reminder, Mayor Wagner advised that a public hearing was held for Special Use 21-03 on November 15, 2021 at 5:30 p.m. at which time Council did take action to approve Special Use 21-03; however, this action is to formally adopt the Findings of Fact and Conclusion of Law relative to Special Use 21-03.

A motion was made by Mayor Wagner, seconded by Council Member Peters, to adopt the Findings of Fact and Conclusion of Law relative to Special Use 21-03. The motion carried by the following 9-0 unanimous vote:

Aye (9): Mayor Wagner, Mayor Pro Tem Moore, Council Member Johnson, Council Member Jefferson, Council Member Williams, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes

2021-534 Historic Marker Request - Washington Terrace Park

A request by Yalik's African American Art & Cultural Movement, in partnership with the Washington Street Historical Preservation Society, DRIVE High Point Foundation, and Visit High Point for approval of a historic marker to recognize Washington Terrace Park, to be located on the north side of the park entrance on Murray Street.

David Fencl, Senior Planner with the Planning and Development Department, advised this request is from Yalik's African American Art & Cultural Movement, in partnership with the Washington Street Historical Preservation Society, DRIVE High Point Foundation and Visit High Point, for approval of a historic marker that is to be located on the north side of the park entrance on Murray Street to recognize Washington Terrace Park. The Historic Preservation Commission reviewed this request at their November 10, 2021 meeting and unanimously forwarded it to the City City Council with a favorable recommendation for approval.

A motion was made by Mayor Wagner, seconded by Council Member Johnson, that this matter be approved. The motion carried by the following 9-0 unanimous vote:

Aye (9): Mayor Wagner, Mayor Pro Tem Moore, Council Member Johnson, Council Member Jefferson, Council Member Williams, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes

2021-535 Historic Marker Request - Green Hill Cemetery

A request by Yalik's African American Art & Cultural Movement, in partnership with the Washington Street Historical Preservation Society, DRIVE High Point Foundation, and Visit High Point for approval of a historic marker to recognize Green Hill Cemetery, to be located on the south side of the cemetery, 350 feet from the corner of Meredith Street and R.C. Baldwin Avenue.

David Fencl, Senior Planner with the Planning and Development Department, advised that this is also a request by Yalik's African American Art & Cultural Movement, in partnership with the Washington Street Historical Preservation Society, DRIVE High Point Foundation, and Visit High Point, for approval of a historic marker located on the south side of the cemetery, 350 feet from the corner of Meredith Street and R. C. Baldwin Avenue to recognize Green Hill Cemetery. The Historic Preservation Commission reviewed this request at their November 10, 2021 meeting and unanimously recommended approval.

A motion was made by Mayor Wagner, seconded by Council Member Johnson, to approve a historic market recognizing Green Hill Cemetery to be located on the south side of the cemetery, 350 feet from the corner of Meredith Street and R. C. Baldwin Avenue. The motion carried by the following 9-0 unanimous vote:

Aye (9): Mayor Wagner, Mayor Pro Tem Moore, Council Member Johnson, Council Member Jefferson, Council Member Williams, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes

PUBLIC HEARINGS**2021-536 Madi Construction, LLC-Annexation 21-10**

A request by Madi Construction, LLC for a voluntary contiguous annexation of an approximate 1.46-acre parcel located along the north side of Willard Road, approximately 220 feet east of White Farm Lane. The property is addressed as 2405 Willard Road and also known as Guilford County Tax Parcel 195739.

*The public hearing for **Annexation 21-10** was held on Monday, December 6, 2021 at 5:30 p.m. as duly advertised.*

Herb Shannon, Senior Planner with the Planning and Development Department, provided an overview of the staff report which is hereby attached in Legistar as a permanent part of these proceedings.

This is a request by Madi Construction, LLC for a voluntary contiguous annexation of an approximate 1.46-acre parcel located along the north side of Willard Road, approximately 220 feet east of White Farm Lane, specifically addressed as 2405 Willard Road and also known as Guilford County Tax Parcel 195739. The applicant is requesting annexation in order to have access to city utilities. Those services, water/sewer, along with trash pick up and meter readers are already present in this area. The site is surrounded by the city limits; is within the city's ETJ area where the city has zoning permit authority; and the applicant did not submit a corresponding zoning application as they will develop it under the R-3 zoning already in place for the area. Staff reported that the request does represent a logical progression of the city's Annexation Policy for this area and will not negatively impact the city's ability to provide services.

Following staff's presentation, Mr. Shannon asked if there were any questions of staff.

Hearing none, Mayor Wagner opened the public hearing and asked if there was anyone present who would like to speak either in favor of or in opposition to Annexation 21-10. Seeing and hearing none, he declared the public hearing closed.

A motion was made by Mayor Wagner, seconded by Council Member Johnson, to adopt an Ordinance providing for the contiguous annexation of an approximate 1.46-acre parcel located along the north side of Willard Road, approximately 220 feet east of White Farm Lane, specifically addressed as 2405 Willard Road and also known as Guilford County Tax Parcel 195739. The motion carried by the following unanimous 9-0 vote:

Aye (9): Mayor Wagner, Mayor Pro Tem Moore, Council Member Johnson, Council Member Jefferson, Council Member Williams, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes

Ordinance No. 7773/21-90

Ordinance Book, Volume XXII, Page 90

2021-537 Ezine Inc. and Orbaden Inc.-Zoning Map Amendment 21-26

A request by Ezine Inc. and Orbaden Inc. to rezone approximately 0.7 acres from the Heavy Industrial (HI) District to the Central Business (CB) District. The site is located along the north side of W. Green Drive, approximately 300 feet west of S. Lindsay Street (512 & 514 W. Green Drive) and at the northeast corner of W. Green Drive and Oak Street (520 W. Green Drive).

The public hearing for this matter was held on Monday, December 6, 2021 at 5:30 p.m. as duly advertised.

Herb Shannon, Senior Planner with the Planning and Development Department, provided an overview of the staff report, which is hereby attached in Legistar as a permanent part of these proceedings.

This is a request by Ezine Inc. and Orbaden Inc. to rezone approximately 0.7 acres from the Heavy Industrial (HI) District to the Central Business (CB) District. The site is located along the north side of W. Green Drive, approximately 300 feet west of S. Lindsay Street (512 and 514 W. Green Drive) and at the northeast corner of W. Green Drive and Oak Street (520 W. Green Drive). The applicant owns the abutting parcel to the north, the Pandora Event Center. This facility serves as a bed and breakfast and also hosts special events on site.

Mr. Shannon advised that, historically, this block has mainly developed with residential, with some commercial and industrial uses along Green and over the past years. Since the late 1980s, there have been over 13 zoning cases as this area has slowly transformed to the CB District. Mr. Shannon noted the site is within an area that the Core City identifies as a Showroom District which is synonymous with the CB District and the CB District is supported by adopted policy guidance for this area. Staff is recommending approval to rezone this parcel from the Heavy Industrial District to the Central Business District. The Planning & Zoning Commission reviewed this request at their November public hearing and also recommended approval.

Mayor Wagner asked if there were any questions for staff. Hearing none, he opened the public hearing and asked if the applicant would like to speak. The applicant declined, but stated he could address any questions.

Hearing none, he asked if there was anyone present who would like to comment regarding this matter. There being no further comments, he declared the public hearing closed.

A motion was made by Mayor Wagner, seconded by Council Member Peters, to adopt an Ordinance approving Zoning Map Amendment 21-26 to rezone approximately 0.7 acres located along the north side of W. Green Drive, approximately 300 feet west of S. Lindsay Street (512 and 514 W. Green Drive) and at the northeast corner of W. Green Drive and Oak Street (520 W. Green Drive) from the Heavy Industrial (HI) District to the Central Business (CB) District, and adopted the following Consistency and Reasonableness Statements relative to this request.

"That Zoning Map Amendment 21-26 is consistent with the City's adopted policy guidance because the requested CB District is supported by the goals and objectives of the Land Use Plan and the Core City Plan. Furthermore, the request is reasonable and in the public interest because

the requested CB District is similar and compatible with previous zoning approvals granted in this area."

The motion carried by the following 9-0 unanimous vote:

Aye (9): Mayor Wagner, Mayor Pro Tem Moore, Council Member Johnson, Council Member Jefferson, Council Member Williams, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes

Ordinance No. 7769/21-86

Ordinance Book, Volume XXII, Page 86

2021-538 High Point Eastchester Investment, LLC.-Zoning Map Amendment 21-27

A request by High Point Eastchester Investment, LLC, to rezone an approximate one-acre parcel from the Office-Institutional (OI) District to a Conditional Zoning General Business (CZ-GB) District. The site is located along the south side of Eastchester Drive, approximately 1,100 feet east of N. Centennial Street.

*The public hearing for **Zoning Map Amendment 21-27** was held on Monday, December 6, 2021 at 5:30 p.m. as duly advertised.*

Herb Shannon, Senior Planner with the Planning and Development Department, provided an overview of the staff report, which is hereby attached in Legistar as a permanent part of these proceedings.

This is a request by High Point Eastchester Investment, LLC to rezone an approximate one-acre parcel along the south side of Eastchester Drive, approximately 1,100 feet east of N. Centennial Street from the Office-Institutional (OI) District to a Conditional Zoning General Business (CZ-GB) District. The applicant is requesting the rezoning to allow a major restaurant (a restaurant with a drive-thru window) on this parcel. In conjunction with this application, they have provided a corresponding Conditional Zoning Ordinance with conditions pertaining to allowable uses, development and dimensional requirements, and vehicle access.

The section of the Eastchester Corridor between N. Centennial and Lassiter Drive has a land use designation of Local Convenience Commercial. The site abuts the Center Stage Shopping Center which has a zoning designation of Retail Center. Mr. Shannon advised that the applicant has fashioned a Conditional Zoning Ordinance to allow the site to act as a northern terminus of the shopping center. He explained that the shopping center was developed in the late 1970s, so it does not meet all the standards of the current ordinance. As a function of the northern boundary of the shopping center, the applicant has offered the following conditions:

- *There would be a minimum 30-foot setback (permanent setback) for the shopping center in a Retail Center District that would be along the northern, eastern, and western boundaries, so this will act as the northern terminus of that shopping center.*

- *The proposal for restaurants with drive-thru window is permitted on the abutting site but not on lands to the north. So, to act as a transitional use, the applicant has amended the commercial uses and the only allowable General Business District use will be the major restaurant use; all other uses will be those allowed in the General Business District.*
- *To restrict the intensity, the applicant has offered a condition that the gross floor area of the restaurant shall not exceed 1,700 square feet. According to research that staff obtained, the size compared to other restaurants with drive-thrus that have developed in the last 3-4 years range in size between 3,400 sq. ft. to 4,000 sq. ft., so the restriction will certainly limit the intensity.*

Staff has determined that the request is compatible with the surrounding area with the condition of the 30-foot perimeter setback and the applicant has offered a condition for no direct access to Eastchester Drive; they will take access from the property to the north and will provide a stub to the south directly through the Shopping Center District.

Staff believes the request, as conditioned, will act as an extension of the abutting shopping center and staff is recommending approval. The request was reviewed by the Planning and Zoning Commission at their November public hearing, and they also recommended approval.

Following the conclusion of the staff report, Mayor Wagner asked if there were any questions for staff. Hearing none, he opened the public hearing and asked if the applicant would like to speak. The applicant declined but was available for any questions. Mayor Wagner asked if there was anyone else in the audience who would like to speak regarding this request. Seeing and hearing none, he declared the public hearing closed.

A motion was made by Mayor Wagner, seconded by Council Member Jefferson, to adopt an Ordinance approving Zoning Map Amendment 21-27 to rezone an approximate one-acre parcel located along the south side of Eastchester Drive, approximately 1,100 feet east of N. Centennial Street from the Office Institutional (OI) District to a Conditional Zoning General Business (CZ-GB) District, and adopted the following Consistency and Reasonableness Statement as outlined in the staff report.

“That Zoning Map Amendment 21-27 is consistent with the City’s adopted policy guidance because, as conditioned, the requested CZ-GB District will not conflict with adopted policy guidance documents, given its particular location. Furthermore, the request is reasonable and in the public interest because, as conditioned, the site will serve as the northern boundary of the abutting RC-zoned shopping center and will not be in conflict with the preferred development pattern encouraged by the Eastchester Drive Corridor Plan.”

The motion carried by the following 9-0 unanimous vote:

Aye (9):

Mayor Wagner, Mayor Pro Tem Moore, Council Member Johnson, Council Member Jefferson, Council Member Williams, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes

Ordinance No. 7770/21-87

Ordinance Book, Volume XXII, Page 87

2021-539 City of High Point-Zoning Map Amendment 21-28

A request by the High Point City Council to rezone 151 properties, totaling approximately 36.14 acres, as part of the Comprehensive Zoning Map Amendment project.

- a) To rezone 10 properties, totaling approximately 4.11 acres, from the Residential Single Family - 5 (R-5) District, Office Institutional (OI) District and Residential Multifamily - 16 (RM-16) District to the Transitional Office (TO) District. The properties are located along the north side of Washington Street between Penn Griffin High School and the N. University Parkway bridge.
- b) To rezone 136 properties, totaling approximately 30.98 acres, from the Residential Multifamily - 16 (RM-16) District and to the Residential Single Family - 7 (R-7) District. The properties are located between Park Street and S. University Parkway and between Leonard Avenue and E. Commerce Avenue.
- c) To rezone 5 properties, totaling approximately 1.05 acres, from a Conditional Use Transitional Office (CU-TO) District to the Transitional Office (TO) District and the Residential Single Family - 7 (R-7) District. The properties are located at 401 Park Street and 702, 704, 706 and 707 E. Commerce Avenue.

*The public hearing for **Zoning Map Amendment 21-28** was held on Monday, December 6, 2021 at 5:30 p.m. as duly advertised.*

Herb Shannon, Senior Planner with the Planning and Development Department, provided an overview of the staff report, which is hereby attached in Legistar as a permanent part of these proceedings.

Mr. Shannon advised that this request is a continuation of the City's Comprehensive Zoning Map Amendment Project. It is a request to rezone approximately 151 parcels totaling approximately 36 acres (as referenced above) and focuses on lands within the Central Core City Area along Washington Avenue and south of Leonard Avenue. Mr. Shannon reminded Council of the purpose of the Comprehensive Zoning Map Amendment Project, which is to review, evaluate the zoning of property throughout the city, identify areas where the zoning is out of sync with the existing Land Use Policy, with the primary goal being to remove improper and obsolete zoning that may act as a barrier to development. Mr. Shannon further advised that this project began in 2017 and noted that staff would continue to evaluate and bring these requests to Council.

The City Council initiated this current proposal for rezoning in December 2020. Mr. Shannon clarified that this rezoning is not associated with any new development for these areas.

He advised there are two areas identified: the first to the north along Washington Avenue, and the second is to the south along Leonard Avenue and west of S. University Parkway. The area to the north has a combination of land use designation of Office and Low Density Residential; the land south of Leonard Avenue and west of S. University Parkway has a land use designation of Low Density Residential.

Mr. Shannon noted the parcels along Washington Avenue are mostly developed and includes an existing church and a Masonic Lodge; however, there are some parcels along the north side of Washington Street on the outer edge of a single-family residential neighborhood. The zoning pattern in the area consists of a combination of Residential, Office-Institutional, and Residential Multifamily. Staff is proposing a consistent zoning pattern to a Transitional Office (TO) District. The intent of the TO District is to provide a transition between residential neighborhoods and higher density development and has standards to ensure office and any limited retail that is permitted is of a scale that would be compatible with the neighborhood. Mr. Shannon pointed out the change in the zoning to the TO District would not impact the church or the lodge and reiterated that churches and religious institutions are permitted in the TO District.

The second part of the request involves the land south of Leonard Avenue and west of S. University Parkway which has developed as a single-family subdivision. This area contains about 141 parcels (24 undeveloped, 14 that have been converted to duplexes/triplexes, one multifamily, and the remaining parcels are single family dwellings).

Staff's concern for this area is that the Land Use Plan has it designated as Low Density Residential; however, the zoning that governs the property is Residential Multifamily-16 and could allow multifamily development such as an apartment complex up to 16 units per acre. Staff felt rezoning this area to the Residential 7 (R-7) District would be more appropriate and compatible with the manner in which the neighborhood has developed, and it would alleviate the development of an apartment complex in the middle of the neighborhood. Mr. Shannon noted that this area is within the Core City, so there would be some flexibility under the R-7 District standards.

Mr. Shannon also noted that the property at the intersection of Park and Commerce is currently zoned Conditional Use Transitional Office; however, only one corner lot developed with an office use and the other remaining lot did not develop as an office use but is being used as a single-family development. Staff is recommending that the Conditional Use designation for the corner lot be removed and changed just to Transitional Office and the other lots that are designated Conditional Use Transitional Office be rezoned to the R-7 District as they develop as single family.

The Planning and Zoning Commission reviewed this request at their November public hearing and recommended approval based on the Consistency and Reasonableness Statements outlined in the staff report.

Following staff's presentation of the staff report, Mayor Wagner asked if there were any questions of staff.

Council Member Jefferson inquired as to if this change could possibly have a negative effect on the Coltrane Project; staff noted that it would not.

Council Member Hudson asked if duplexes and/or triplexes are allowed under the R-7 zoning designation. Mr. Shannon explained that there are specific development standards that would allow duplex and triplex when the properties are within the Core City and noted this area is part of the Core City.

Mayor Wagner asked if there were any additional questions/comments. Hearing none, he opened the public hearing and asked if there was anyone present who would like to speak in favor of or in opposition to this request. Seeing and hearing no one, he declared the public hearing closed.

A motion was made by Mayor Wagner, seconded by Council Member Williams, to adopt an Ordinance approving Zoning Map Amendment 21-28 to rezone 151 properties as referenced above, totaling approximately 36.14 acres, as part of the Comprehensive Zoning Map Amendment, and to adopt the Consistency and Reasonableness Statements associated with the rezoning as follows:

"That Zoning Map Amendment 21-28 is consistent with the City's adopted policy guidelines because the zoning map amendments are supported by the Land Use Plan, and it will ensure the way development has occurred is consistent with the zoning of the area. Furthermore, the request is reasonable and in the public interest because the amendments are needed to remove unneeded restrictions on the properties and to remove the conditional use zoning districts, which cannot be amended."

The motion carried by the following 9-0 unanimous vote:

Aye (9): Mayor Wagner, Mayor Pro Tem Moore, Council Member Johnson, Council Member Jefferson, Council Member Williams, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes

Ordinance No. 7771/21-88

Ordinance Book, Volume XXII, Page 88

2021-540

City of High Point-Zoning Map Amendment 21-29

A request by the High Point City Council to rezone 78 properties, totaling approximately 42.08 acres, as part of the Comprehensive Zoning Map Amendment project.

- a) To rezone an approximate 3.35-acre parcel from a Conditional Use Residential Multifamily - 16 (CU RM-16) District to the Residential Multifamily - 16 (RM-16) District. The parcel is located at 1022 True Lane.
- b) To rezone 74 properties, totaling approximately 29.33 acres, from the Residential Multifamily - 16 (RM-16) District to the Residential Single Family - 5 (R-5) District and the Light Industrial (LI) District. The properties are located south of the intersection of Hickory Chapel Road and Randall Street, within the Garner Height subdivision and includes a portion of the property located at 1237 Hickory Chapel Road.
- c) To rezone 3 properties, totaling approximately 8.44 acres, from a Conditional Use Light Industrial (CU-LI) District to the Light Industrial (LI) District. The properties are located at 1124, 1120 & 1018 Roberts Lane.

*The public hearing for **Zoning Map Amendment 21-29** was held on Monday, December 6, 2021 at 5:30 p.m. as duly advertised.*

Herb Shannon, Senior Planner with the Planning and Development Department, provided an overview of the staff report which is hereby attached in Legistar as a permanent part of these proceedings.

This is a request by the High Point City Council to rezone 78 properties, totaling approximately 42.08 acres, as part of the Comprehensive Zoning Map Amendment project as referenced above.

Mr. Shannon advised this request is similar to the previous request and this specific application focuses on land in the southeast portion of the city on Hickory Chapel Road and Roberts Court and includes the evaluation of three specific areas.

The first area, 1022 True Lane, currently has a zoning designation of Conditional Use Residential Multifamily-16. It is currently developed and serves as a social service use and a group home is located on the site. Zoning approval was attained in 1998; the applicant met all the conditions; there were a few remaining conditions that are now governed by the Development Ordinance; staff is proposing to remove the Conditional Use designation; the rezoning will not affect the existing group home use; the net result is removing the Conditional Use designation and rezoning it to the Residential Multifamily-16 (RM-16) District.

The second portion of this request is south of the previous location, south of the intersection of Hickory Chapel Road and Randall Street within the Garner Heights subdivision which has developed as a single-family subdivision, but currently has a zoning designation of Residential Multifamily-16 (RM-16) similar to the previous request. As with the previous request, Mr. Shannon reiterated staff's concerns about a multifamily development being shoehorned in the middle of the neighborhood, so staff is recommending rezoning this area to the Residential-5 (R-5) District as it more accurately reflects the manner in which the area has developed.

Mr. Shannon noted there is also a map clean-up associated with this zoning project which involves changing the classification for a triangle-shaped property at the southwestern boundary, containing an industrial development. Staff is recommending the triangle area be rezoned to the Light Industrial (LI) District so that all of this industrial project is governed by the same LI District zoning.

The final portion of the request is the existing industrial development at the end of Roberts Lane. At the time the zoning approval was approved for this property in the 1980s, this was known as East Green Street Extension; Triangle Lake Road did not exist at that time and the primary east/west travel route was along this roadway from the downtown area to US 29. Due to the realignment of the east/west corridor in the 1990s, the former Green Street roadway was shifted northward to Triangle Lake Road and what was formerly East Green Extension was renamed to Robert's Street, Robert's Lane, and Hickory Chapel Road. Conditions at that time pertained to right-of-way dedication and lob combination which both were met at the time of the development. Now that Triangle Lake Road is the primary east/west travel corridor and this property now takes access from Robert's Lane from Triangle Lake Road, those conditions are no longer valid.

Staff is recommending rezoning this property from the Conditional Use Light Industrial to just Light Industrial. The Planning and Zoning Commission reviewed this request at their November public hearing and they also recommended approval based on the Consistency and Reasonableness Statements outlined in the staff report.

Following staff's presentation, Mayor Wagner asked if there were any questions of staff. Hearing, none, he declared the public hearing open and asked if there was anyone present who would like to speak regarding Zoning Map Amendment 21-29. Seeing and hearing none, he closed the public hearing.

A motion was made by Mayor Wagner, seconded by Council Member Hudson, to rezone 78 properties, as referenced above, totaling 42.08 acres, as part of the Comprehensive Zoning Map Amendment project, and adopted the following Consistency and Reasonableness Statements regarding Zoning Map Amendment 21-29.

"That Zoning Map Amendment 21-29 is consistent with the City's adopted policy guidance because the zoning map amendments are supported by the Land Use Plan and will ensure the manner in which development has occurred is consistent with zoning of the area. Furthermore, the request is reasonable and in the public interest because the amendments are needed to remove unneeded restrictions on the properties and to remove the conditional use zoning districts, which cannot be amended."

The motion carried by the following 9-0 unanimous vote:

Aye (9): Mayor Wagner, Mayor Pro Tem Moore, Council Member Johnson, Council Member Jefferson, Council Member Williams, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes

**Ordinance No. 7772/21-89
Ordinance Book, Volume XXII, Page 89**

PENDING ITEMS (Continued Public Hearings)

2021-473 Resolution - Shamrock Petey, LLC and City of High Point - Plan Amendment 21-06

A request by Shamrock Petey, LLC and the City of High Point to change the Land Use Plan classification for approximately 41 acres from the Office and Medium Density Residential classifications to the Community/Regional Commercial classification. The site is located at the southeast corner of W. Wendover Avenue and Penny Road.

Note: This matter was continued from the November 1, 2021 City Council Meeting to the November 15, 2021 Meeting @ 5:30 p.m. at the request of the applicant.

Mayor Wagner stated it is his understanding that the parties have agreed and would like to have this public hearing continued to the December 20, 2021 City Council Meeting at 5:30 p.m. and asked the applicant or applicant's representative to confirm. Tom Terrell, attorney with Fox Rothschild, representing the applicant, affirmed that this is correct.

A motion was made by Mayor Wagner, seconded by Council Member Holmes, to continue the public hearing on Plan Amendment 21-06 until the December 20, 2021 City Council Meeting at 5:30 p.m. The motion carried by the following 9-0 unanimous vote:

Aye (9): Mayor Wagner, Mayor Pro Tem Moore, Council Member Johnson, Council Member Jefferson, Council Member Williams, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes

2021-474 Ordinance - Maria T. Montoya-Couch et al. - Annexation 21-06

A request by Maria T. Montoya-Couch, SV LIM Holdings, LLC, Steven Lim, Barbara M. Jordan, Darrin R. Jordan, NorthState Telephone LLC and KTK for a voluntary contiguous annexation of approximately 27.2 acres, located at the southeast corner of W. Wendover Avenue and Penny Road. The property is known as Guilford County Tax Parcels 196671, 196672, 170002, 170004, 170005 and 170006.

Note: This matter was continued from the November 1, 2021 City Council Meeting to the November 15, 2021 Meeting @ 5:30 p.m. at the request of the applicant.

Mayor Wagner stated it is his understanding that the parties have agreed and would like to have this public hearing continued to the December 20, 2021 City Council Meeting at 5:30 p.m. and asked the applicant or applicant's representative to confirm. Tom Terrell, attorney with Fox Rothschild, representing the applicant, affirmed that this is correct.

A motion was made by Mayor Wagner, seconded by Council Member Holmes, to continue the public hearing for Annexation 21-06 until the December 20, 2021 City Council Meeting at 5:30 p.m. The motion carried by the following 9-0 unanimous vote:

Aye (9): Mayor Wagner, Mayor Pro Tem Moore, Council Member Johnson, Council Member Jefferson, Council Member Williams, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes

2021-504 Mark & Carolyn Austin and Steven Lim-Annexation 21-08

A request by Mark & Carolyn Austin and Steven Lim for a voluntary contiguous annexation of approximately 7.94 acres, located along the south side of W. Wendover Avenue approximately 300 feet west of Gisbourne Drive (5223 W. Wendover Avenue - Guilford County Tax Parcel 170007) and along the north side of Samet Drive approximately 400 feet east of Penny Road (7706 Samet Drive - Guilford County Tax Parcel 196673).

Mayor Wagner stated it is his understanding that the parties have agreed and would like to have this public hearing continued to the December 20, 2021 City Council Meeting at 5:30 p.m. and asked the applicant or applicant's representative to confirm. Tom Terrell, attorney with Fox Rothschild, representing the applicant, affirmed that this is correct.

A motion was made by Mayor Wagner, seconded by Council Member Peters, to continue the public hearing on Annexation 21-08 until the December 20, 2021 City Council Meeting at 5:30 p.m. The motion carried by the following 9-0 unanimous vote:

Aye (9): Mayor Wagner, Mayor Pro Tem Moore, Council Member Johnson, Council Member Jefferson, Council Member Williams, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes

2021-506 Shamrock Petey, LLC-Zoning Map Amendment 21-23

A request by Shamrock Petey, LLC to rezone approximately 34.7 acres from the Agricultural (AG) District, Residential Single Family - 40 (RS-40) District and Mixed Use (MXU) District all within Guilford County's zoning jurisdiction, to a Conditional Zoning Retail Center (CZ-RC) District. The site is located at the southeast corner of W. Wendover Avenue and Penny Road. Approval of this rezoning request is contingent upon City Council approval of a voluntary annexation request.

Mayor Wagner stated it is his understanding that the parties have agreed and would like to have this public hearing continued to the December 20, 2021 City Council Meeting at 5:30 p.m. and asked the applicant or applicant's representative to confirm. Tom Terrell, attorney with Fox Rothschild, representing the applicant, affirmed that this is correct.

A motion was made by Mayor Wagner, seconded by Council Member Holmes, to continue the public hearing for Zoning Map Amendment 21-23 until the December 20, 2021 City Council Meeting at 5:30 p.m. The motion carried by the following 9-0 unanimous vote:

Aye (9): Mayor Wagner, Mayor Pro Tem Moore, Council Member Johnson, Council Member Jefferson, Council Member Williams, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes

GENERAL BUSINESS AGENDA**2021-545 Appointment of John Kennett - Reappointment of Deborah Davis/David Horne/Tyler Walsh to Board of Adjustment**

City Council is requested to approve the following appointment/reappointments to the Board of Adjustment.

- Reappointment of **Deborah Davis** as a full member; appointment to be effective immediately and will expire June 30, 2024.
- Reappointment of **David Horne** as a full member; appointment to be effective immediately and will expire June 30, 2023.
- Reappointment of **Tyler Walsh** as an alternate member; appointment to be effective immediately and will expire on June 30, 2024.
- Appointment of **John Kennett** as a full member; appointment to be effective immediately and will expire June 30, 2023.

A motion was made by Mayor Wagner, seconded by Council Member Holmes, to approve the preceding appointments/reappointments to the Board of Adjustment. The motion carried by the following 9-0 unanimous vote:

Aye (9): Mayor Wagner, Mayor Pro Tem Moore, Council Member Johnson, Council Member Jefferson, Council Member Williams, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes

2021-548 Appointment- Geovanni Hood- Human Relations Commission

Council is requested to confirm the appointment of Geovanni Hood to the Human Relations Commission

Council Member Jefferson moved to suspend the rules to place this matter on tonight's agenda for consideration. Council Member Williams made a second to the motion, which carried by the following 9-0 unanimous vote:

Council Member Jefferson explained that Mr. Hood has reached out and applied to serve on the Human Relations Commission and noted that he and his family and businesses they run have done a lot to contribute to the community. He spoke to Mr. Hood's compassion for the community and noted he has had conversations with Rase McCray, the Human Relations Manager, about the work that they do. He recognized Mr. Hood who was in the audience and expressed appreciation for his commitment in wanting to serve the community in this manner.

A motion was made by Council Member Jefferson, seconded by Council Member Williams, to approve the appointment of Geovanni Hood to the Human Relations Commission; appointment to be effective immediately and will expire 11/1/2023. The motion carried by the following 9-0 unanimous vote:

Aye (9): Mayor Wagner, Mayor Pro Tem Moore, Council Member Johnson, Council Member Jefferson, Council Member Williams, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes

2021-541 Minutes To Be Approved

November 10, 2021 Finance Committee Meeting Minutes @ 4:00 p.m.

November 15, 2021 Regular Council Meeting Minutes @ 5:30 p.m.

November 17, 2021 Public Safety Committee Meeting Minutes @ 4:00 p.m.

A motion was made by Mayor Wagner, seconded by Council Member Johnson, to approve the preceding minutes as submitted. The motion carried by the following unanimous 9-0 vote:

Aye (9): Mayor Wagner, Mayor Pro Tem Moore, Council Member Johnson, Council Member Jefferson, Council Member Williams, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes

ADJOURNMENT

There being nothing further to come before City Council, the meeting adjourned at 6:33 p.m. upon motion duly made by Mayor Pro Tem Moore and second by Council Member Peters.

Respectfully Submitted,

Jay W. Wagner, Mayor

Attest:

Lisa B. Vierling, MMC
City Clerk

CITY OF HIGH POINT

AGENDA ITEM



Title: Resolution Sale of City Owned Property – 700 Greenwood Drive

From: JoAnne Carlyle, City Attorney

Meeting Date: Monday, December 20, 2021

Public Hearing: Not Required

Advertising Date: N/A

Advertised By: N/A

Attachments: Resolution

Purpose/Background:

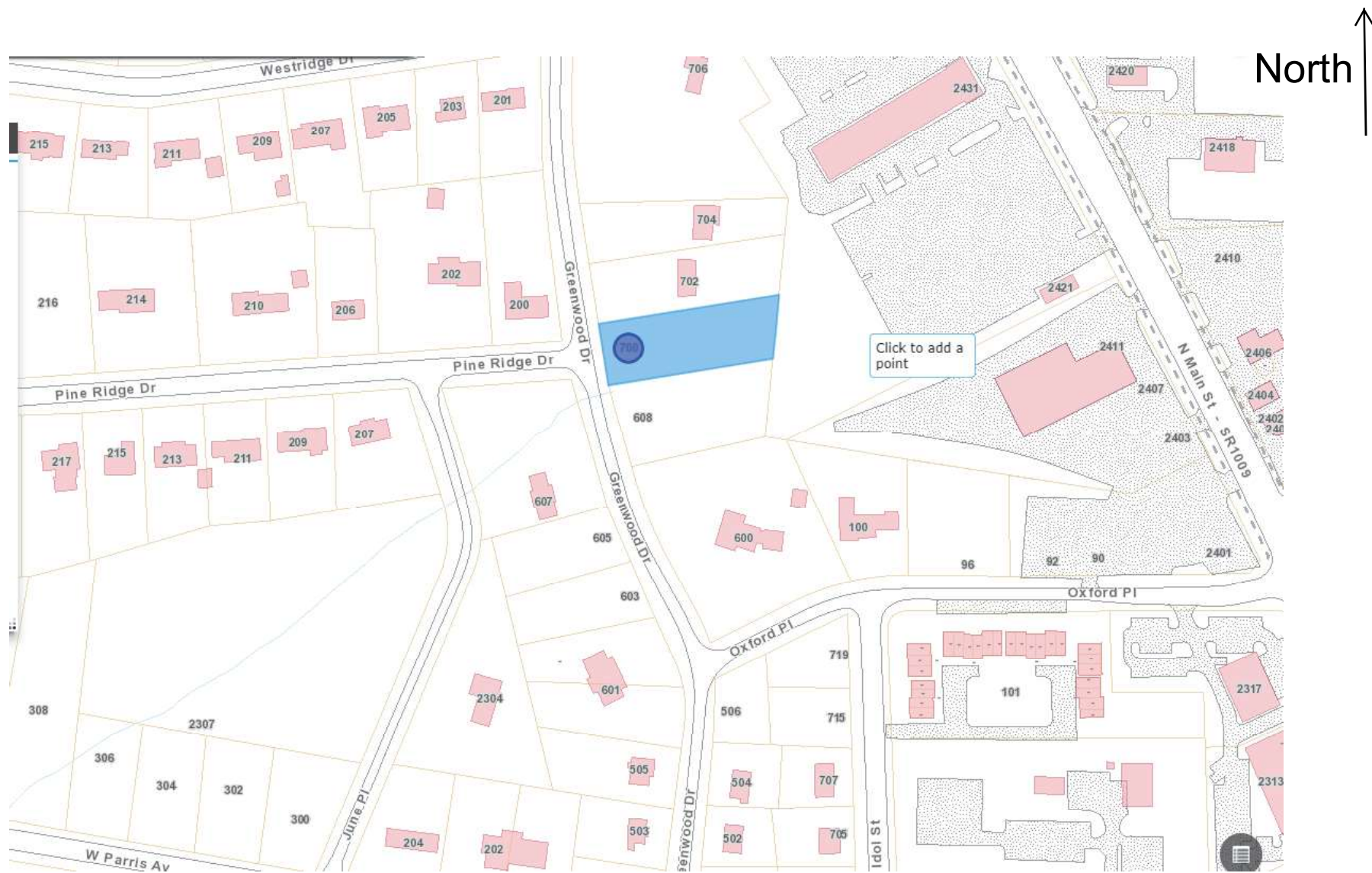
Lorenzo Vazquez Hernandez has offered a bid of \$10,000.00 for a City owned lot located at 700 Greenwood Drive, Parcel No. 194635. The property is approximately 28,314 square feet (0.65 acre) in size. The property was received by the City in 2019 from a tax foreclosure.

Budget Impact:

N/A

Recommendation/Action Requested:

Council is requested to adopt a resolution accepting the offer of \$10,000.00 and authorizing the sale of the property through the upset bid procedure of N.C.G.S. 160A-269 and direct the City Clerk to publish a public notice of the proposed sale in accordance with N.C.G.S. 160A-269.



Sale of City Property - 700 Greenwood Drive

**RESOLUTION OF HIGH POINT CITY COUNCIL
AUTHORIZING UPSET BID PROCESS FOR CITY PROPERTY
LOCATED AT 700 GREENWOOD DRIVE, HIGH POINT, NC**

WHEREAS, The City of High Point (“City”) owns a lot consisting of approximately 28,314 square feet (0.65 acre) in size identified as Parcel No. 194635, 707 Greenwood Drive, High Point, North Carolina (“Property”); and

WHEREAS, North Carolina Statute §160A-269 permits the City to sell property by upset bid, after receipt of an offer for the property; and

WHEREAS, Lorenzo Vazquez Hernandez has offered a bid of \$10,000 and paid the amount of \$500.00, the required five percent (5%) deposit on their offer;

NOW THEREFORE BE IT RESOLVED that the City Council of the City of High Point, North Carolina:

1. Authorizes sale of the Property described above through the upset bid procedure of North Carolina General Statute § 160A-269.

2. The City Clerk shall cause a notice of the proposed sale to be published. The notice shall describe the property, the amount of the offer, and shall state the terms under which the offer may be upset.

3. Persons wishing to upset the offer that has been received shall submit a sealed bid with their offer to the office of the City Clerk within 10 days after the notice of sale is published. At the conclusion of the 10-day period, the City Clerk shall open the bids, if any, and the highest such bid will become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer.

4. If a qualifying higher bid is received, the City Clerk shall cause a new notice of upset bid to be published and shall continue to do so until a 10-day notice period has passed without any qualifying upset bid having been received. At that time, the amount of the final high bid shall be reported to the City Council.

5. A qualifying higher bid is one that raises the existing offer by not less than ten percent (10%) of the first \$1,000.00 of that offer and five percent (5%) of the remainder of that offer.

6. A qualifying higher bid must also be accompanied by a deposit in the amount of five percent (5%) of the bid; the deposit may be made in cash, cashier’s check, or certified check. The city will return the deposit on any bid not accepted and will return the deposit on an offer subject to upset if a qualifying higher bid is received. The city will return the deposit of the final high bidder at closing.

7. The terms of the final sale are that:

- the City Council must approve the final high offer before the sale is closed, which it will do within 30 days after the final upset bid period has passed; and
- the buyer must pay with cash at the time of closing.

8. The City reserves the right to withdraw the property from sale at any time before the final high bid is accepted and the right to reject at any time all bids.

9. If no qualifying upset bid is received after the initial public notice, the offer set forth above is hereby accepted. The appropriate city officials are authorized to execute the instruments necessary to convey the property to Lorenzo Vazquez Hernandez.

Adopted this the 20th day of December, 2021.

Mayor Jay W. Wagner

Lisa B. Vierling,
High Point City Clerk

CITY OF HIGH POINT

AGENDA ITEM



Title: Reinstatement as voting board member
Historic Preservation Commission (HPC)

From: Chris Andrews,
Interim Planning & Development Director

Meeting Date: December 20, 2021

Public Hearing: No

Advertising Date: N/A

Advertised By: N/A

Attachments: A. Memorandum

PURPOSE:

Request to reinstate Historic Preservation Commission member, Janet Catania, as voting member of the board due to absences.

BACKGROUND:

The Development Ordinance's attendance requirements do not allow BOA, HPC or P&Z board members to miss 33% or more of the regular meetings in a calendar year or miss 3 consecutive regular meetings. When this occurs the member loses status as a voting member of the board until reinstated by the City Council or another appointment is made.

BUDGET IMPACT:

There is no budget impact.

RECOMMENDATION / ACTION REQUESTED:

Staff recommends reinstatement of the board member as stated in the attached memorandum.



December 10, 2021

M E M O R A N D U M

To: Honorable Mayor & City Council
From: Chris Andrews, Interim Planning & Development Director
Date: December 10, 2021
Subject: **HPC Commission Member Attendance—Janet Catania**

The Development Ordinance's attendance requirements do not allow members of the Planning and Zoning Commission (P&Z), Board of Adjustment (BOA) or Historic Preservation Commission (HPC) to miss more than 33% of the regular meetings in a calendar year or miss 3 consecutive regular meetings. When this occurs, the member loses status as a voting member of the board until the City Council reinstates the member or appoints someone to replace the member.

Janet Catania has missed three consecutive regular meetings, June, August and December of this year. These absences were not excused absences under the terms of the attendance requirements because these absences were due to vacations and family-related conflicts. In discussing this matter with Ms. Catania, she stated that she does not foresee this occurring again and requests the City Council to reinstate her as a full voting member of the commission. Ms. Catania's third term of office expires in June 2024.

Listed below is Ms. Catania's attendance record since being appointed to the Commission in 2015. The City Council needs to consider the reinstatement of Ms. Catania.

Historic Preservation Commission								
Member	Area	2015	2016	2017	2018	2019	2020	2021
Janet Catania	Ward 2	N/A	6 of 7	6 of 10	8 of 9	8 of 8	4 of 4	3 of 6

* Excused absences are not included in the attendance record.

CITY OF HIGH POINT

AGENDA ITEM



Title: Appointment of Trustee for the Environmental Remedial Trust (ERT)

From: JoAnne Carlyle, City Attorney

Meeting Date: Monday, December 20, 2021

Public Hearing: No

Advertising Date: N/A

Advertised By: N/A

Attachments: Appointment of City Trustee

Purpose/Background:

Previously the City appointed Terry Houk, Director of Public Services, as City Trustee of the Seaboard Chemical Corporation/Riverdale Drive Landfill Environmental Remediation Trust Agreement ("ERT"). Due to Mr. Houk's upcoming retirement from the City, Council is requested to accept the resignation of Mr. Houk as City Trustee and appoint Robby Stone, Deputy Director of Public Services as the City Trustee of the Seaboard Trust.

Budget Impact:

None

Recommendation:

Staff recommends Council accept the resignation of Terry Houk as City Trustee and appoint Robby Stone, Deputy Director of Public Services as City Trustee of the Seaboard Chemical Corporation/Riverdale Drive Landfill Environmental Trust Fund Agreement Seaboard Trust.

ACCEPTANCE OF APPOINTMENT OF SUCCESSOR CITY TRUSTEE
FOR THE SEABOARD CHEMICAL CORPORATION/RIVERDALE DRIVE
LANDFILL ENVIRONMENTAL REMEDIATION TRUST

I, Robby Stone, do hereby accept the appointment as successor City Trustee of the Seaboard Chemical/Riverdale Drive Landfill Environmental Remediation Trust (“Environmental Trust”).

In accordance with Section VI. of the Environmental Trust, notice is hereby served of my acceptance of appointment as successor City Trustee.

I hereby acknowledge that my appointment shall be effective upon receipt of this Acceptance by the City Council of the City of High Point, and as the successor City Trustee I shall have the rights, powers, duties, authority and privileges as if initially named as a City Trustee under the Remedial Trust.

Robby Stone

Date: _____

**APPOINTMENT OF CITY TRUSTEE FOR THE SEABOARD CHEMICAL
CORPORATION/RIVERDALE DRIVE LANDFILL ENVIRONMENTAL
REMEDATION TRUST FUND AGREEMENT**

In accordance with Section VI of the Seaboard Chemical Corporation/Riverdale Drive Landfill Environmental Remediation Trust Fund Agreement (“ERT”), the City of High Point (“City”) hereby appoints as successor City Trustee:

Robby Stone (“Appointee”)
Deputy Public Services Director
City of High Point
P.O. Box 230
High Point, NC 27261
(336) 883-3218
robby.stone@highpointnc.gov

This appointment shall be effective upon receipt of the Appointee’s Acceptance of Appointment by the City.

The successor City Trustee shall have all the rights, powers, duties, authority, and privileges as if initially named as City Trustee under the ERT. The City hereby executes and agrees to the terms of the Remedial Trust.

Adopted by the City Council this 20th day of December, 2021.

CITY OF HIGH POINT

By: _____
Mayor Jay W. Wagner

ATTEST:

Lisa B. Vierling
City Clerk

CITY OF HIGH POINT

AGENDA ITEM



Title: Ordinance to Demolish – 315 Louise Ave.

From: Thanena S. Wilson, Asst. Director
Community Development & Housing

Meeting Date: 12/6/2021

Public Hearing: No

Advertising Date:

Advertised By:

Attachments:

- A. Staff report
- B. Ordinance to Demolish
- C. Photos
- D. Maps

PURPOSE:

A request by Community Development and Housing – Local Codes Section to adopt an ordinance ordering the inspector to demolish the dwelling at 315 Louise Ave.

BACKGROUND:

After a Complaint and Notice of Hearing was issued and a hearing held, an Order to Repair or Demolish was issued on 4/27/2021. No action occurred by the compliance date of 5/27/2021. The necessary repairs to the dwelling exceed its current tax value and the demolition is warranted.

BUDGET IMPACT:

Funds are available in the Department budget for the demolition and asbestos testing of the structure(s), and for the asbestos removal if present.

RECOMMENDATION / ACTION REQUESTED:

Staff recommends the adoption of the requested ordinance to demolish this single family dwelling and all outbuildings on the property.

PENDING ACTION:

The ordinance becomes effective from the date of adoption. If there is no action by the property owner by the effective date of the ordinance, then asbestos testing and the demolition bid process will begin and the structure will be removed by the City. After City demolition, the property owner is billed for the cost. If the bill is unpaid, the City places a lien on the property.

**COMMUNITY DEVELOPMENT AND HOUSING
CODE ENFORCEMENT
HOUSING ENFORCEMENT DIVISION**

**ORDINANCE
REQUEST:**

Ordinance to Demolish

**PROPERTY
ADDRESS:**

315 Louise Ave.

OWNER:

Stephen Macconnell

**REASON FOR
INSPECTION:**

Notified of fire by High Point Fire Department

**FIRST
INSPECTION:**
4/6/2021

Summary of Major Violations
1. Repair or replace roof system (fire damaged)
2. Repair or replace floor system (fire damaged)
3. Repair or replace electrical system (fire damaged)
4. Repair or replace plumbing system (fire damaged)

**HEARING
RESULTS:**
4/27/2021

No one appeared for the Hearing. It was determined there are several violations of the Minimum Housing Code. There are multiple violations of the minimum housing code in the house that make it unsafe. In its present state, necessary repairs to the dwelling exceed 65% of the value of the structure.

**ORDER(S)
ISSUED:**
4/27/2021

Order to Repair or Demolish
Date of Compliance 5/27/2021

APPEALS:

None

**OWNER
ACTIONS:**

None

ADDITIONAL:

None

ORDINANCE

AN ORDINANCE REQUIRING THE BUILDING INSPECTOR OF THE CITY OF HIGH POINT TO DEMOLISH CERTAIN PROPERTY PURSUANT TO ARTICLE 19 OF THE GENERAL STATUTES OF NORTH CAROLINA; AND, TITLE 9, CHAPTER 11, ARTICLE E, OF THE MINIMUM HOUSING CODE OF THE CITY OF HIGH POINT.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HIGH POINT:

SECTION 1: That the City Council of the City of High Point finds as a fact that the following described property has been ordered to be demolished, and it further finds as a fact that the owner has been ordered to demolish said building at his expense and said Owner has failed to comply with said order.

SECTION 2: That the Inspector of the City of High Point is hereby authorized and directed to proceed with the demolition of the following described building in accordance with code of Ordinances: and, Article 19 of Chapter 160A of the General Statutes of North Carolina.

PROPERTY LOCATION

OWNER (S)

315 Louise Ave.

Stephen Macconnell
315 Louise Ave.
High Point, NC 27262

SECTION 3: That all ordinances or parts of ordinances in conflict with the provisions of this ordinance, are hereby repealed.

SECTION 4: That this ordinance shall become effective from and after its passage as by Law provided.

Adopted by City Council,
This the 6th day of December, 2021

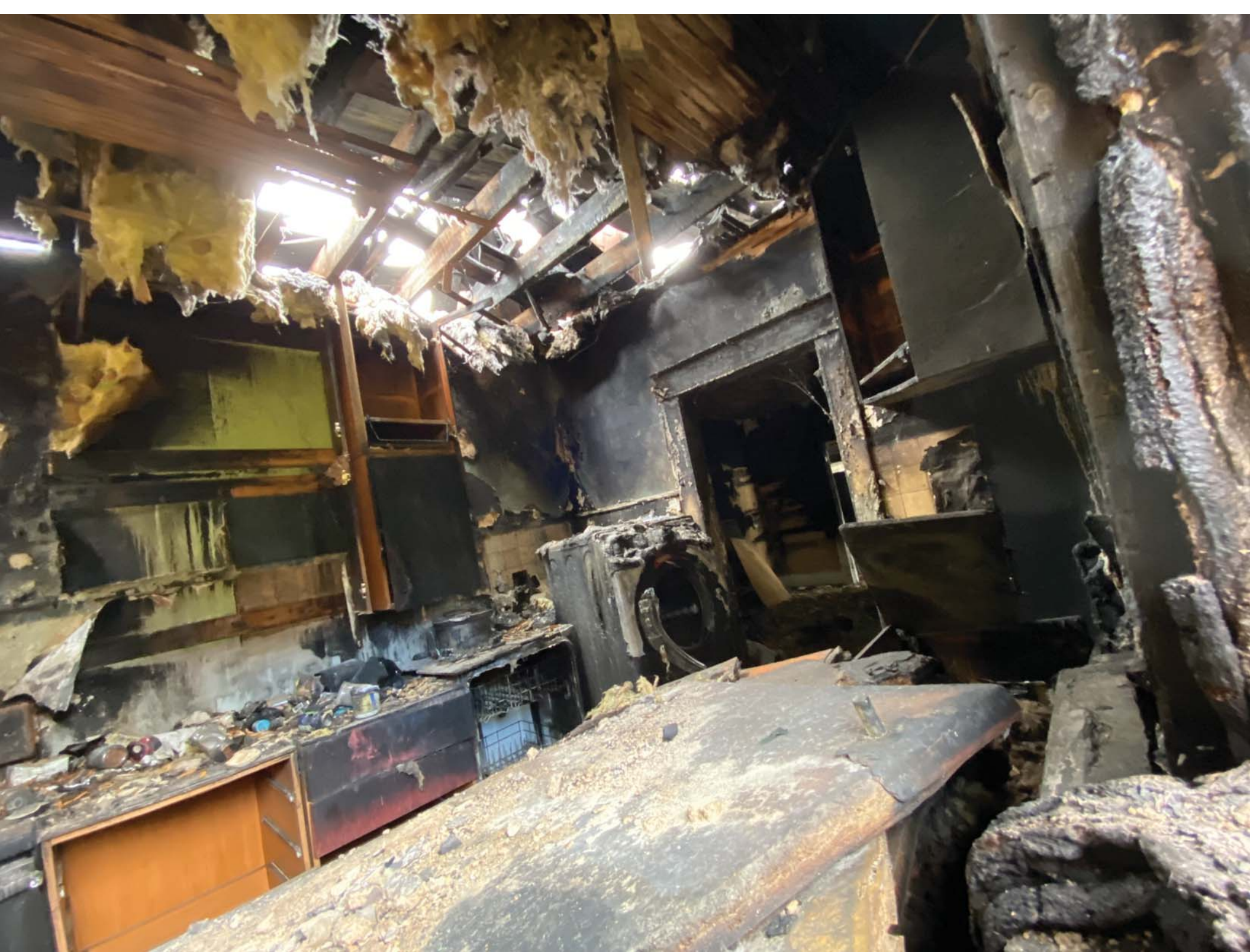
Lisa B. Vierling, City Clerk















AFFP
NOTICE OF NEGOTIATED OFFER TO

Affidavit of Publication

STATE OF NC }
COUNTY OF GUILFORD } SS

Kimberly Cook, being duly sworn, says:

That she is Billing Clerk of the The High Point Enterprise, a daily newspaper of general circulation, printed and published in High Point, Guilford County, NC; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

December 30, 2021

That said newspaper was regularly issued and circulated on those dates.

SIGNED:

Kimberly Cook
Billing Clerk

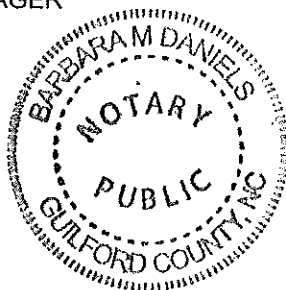
Subscribed to and sworn to me this 30th day of December 2021.

Barbara M Daniels
Barbara M Daniels, Notary, Guilford County, NC

My commission expires: February 01, 2022

00002253 70255685

CITY OF HP CITY MANAGER
PO BOX 230
HIGH POINT, NC 27261



NOTICE OF NEGOTIATED OFFER TO PURCHASE PROPERTY BY THE CITY OF HIGH POINT IN ACCORDANCE WITH N.C.G.S. 160A-269

Please take notice that on the 20th day of December, 2021 the High Point City Council approved to sell property owned by the City of High Point ("City") particularly described as follows:

Being a vacant lot located at 707 Greenwood Drive (Parcel No. 194635) consisting of 28,314 square feet (0.65 ac) and recorded in Deed Book 8230, Page 679 Guilford County Register of Deeds.

The terms and conditions are such that:

The City is in receipt of a negotiated proposal/bid to purchase the above-described property for the sum of \$10,000 for the property, and said bidder has placed the required deposit of five (5%) percent of said bid offer with the City Clerk as by law provided; and

Within ten (10) days from the publication date of this offer, any person may raise the bid by not less than ten percent (10%) of the first thousand dollars of the offer and five percent (5%) of the remainder and shall deposit with the City Clerk a sum equal to five percent (5%) of the increased bid, and the property shall be readvertised on the basis of the increased bid.

This notice is published in accordance with N.C.G.S. 160A-269.

Lisa B. Vierling
High Point City Clerk
(336) 883-3536

Dec. 30, 2021

**HIGH POINT CITY COUNCIL
SPECIAL MEETING
NOVEMBER 1, 2021 – 4:00 P.M.
COUNCIL CHAMBERS – HIGH POINT MUNICIPAL BUILDING**

MINUTES

CALL TO ORDER & ROLL CALL

Mayor Wagner called the meeting to order at 4:03 p.m.

He then called the roll for attendance. The following council members were present:

Mayor Jay W. Wagner; Mayor Pro Tem Britt W. Moore, At Large; Council Member Tyrone Johnson, At Large [Arrived at 5:18 p.m.]; Council Member Cyril Jefferson, Ward 1; Council Member Christopher Williams, Ward 2; Council Member Monica L. Peters, Ward 3 [Arrived at 4:27 p.m.]; Council Member S. Wesley Hudson, Ward 4; and Council Member Victor Jones, Ward 5 [Arrived at 4:09 p.m.]

Absent:

Council Member Michael Holmes, Ward 6

Staff present:

Tasha Long Ford, City Manager; Randy McCaslin, Deputy City Manager; Greg Ferguson, Assistant City Manager; Eric Olmedo, Assistant City Manager; Jeron Hollis, Managing Director; JoAnne Carlyle, City Attorney; Meghan Maguire, Assistant City Attorney; Sandy Dunbeck, Economic Development Director; Bobby Fitzjohn, Financial Services Director; Lisa Vierling, City Clerk; and Mary S. Brooks, Deputy City Clerk

PRESENTATION OF ITEMS

2021-542 Presentation- FY 2020-2021 and FY 2021-2022 Finances

Bobby Fitzjohn, Director of Financial Services, will provide a presentation on the FY 2020-2021 and FY 2021-2022 finances.

Bobby Fitzjohn, Financial Services Director made a PowerPoint Presentation (PPP) on the FY 2020-2021 and FY 2021-2022 finances; gave a summary for FY 2020-2021 audited financials regarding the General Fund Revenues, General Fund Expenditures, General Fund Balance, Proprietary Funds Operating Revenues, Proprietary Funds Operating Expenses, Cash and Investments, Capital Assets, Long-Term Liabilities; and advised that staff would provide council with a copy of the report. Mr. Fitzjohn continued discussion regarding an update for FY 2021-2022 regarding the General Fund Summary through

October 31, 2021, Sales tax through December 1, 2021, Water and Sewer Fund Summary through October 31, 2021, Electric Fund Summary through October 31, 2021, Mass Transit Fund Summary through October 31, 2021, Parking Fund Summary through October 31, 2021, Solid Waste Fund Summary through October 31, 2021, and Stormwater Fund Summary through October 31, 2021. Mr. Fitzjohn Provided discussion points as followed:

- *Operating revenues-strong (water, sewer, electric, sales/property tax, etc...)*
- *Interest income-(million a year in revenue)*
- *Economic pressures-(Fuel price increase, to having comprehensive strategy, increase price in precious metals, chemicals)*
- *New GASB Standard-(leases for equipment, treat like issuance of debt every time entered into lease, will keep council updated)*

Mr. Fitzjohn advised that the Cherry Bekaert -Auditors would be present at tonight's council meeting to present the 2021 audit summary.

2021-543 Update on City-Owned Property for Washington Street Cultural Arts Museum (Yalik's)

Staff will provide an update on City-owned property for Yalik's Cultural Arts Museum on Washington Street.

Tasha Logan Ford, City Manager provided an update on the city-owned property for the Washington Street Cultural Arts Museum (Yalik's); said that a portion of the property was owned by the city and another portion was owned by the High Point Housing Authority (HPHA); the largest portion, owned by the city, was not eligible at this time for use; spoke to having a meeting with Ms. Phyliss Bridges and a representative where the ownership information of said property was provided; discussed the amount of space that would be needed to build the Museum; said that the property was not sufficient enough to meet the needs of the Museum; that Ms. Bridges and her representative requested more time to evaluate options and come back to staff at a later date; and entertained questions.

Mayor Pro Tem Moore asked if Ms. Bridges provided information on how much space was needed for the Museum's construction. City Manager Ford replied that information would depend on how much available parking there would be on site that would accommodate the Museum's needs, which could change.

2021-544 Closed Sessions: Attorney-Client Privilege and Economic Development

Council is requested to go into Closed Session pursuant to N.C. General Statute 143-318.11(a)(3) to preserve the Attorney-Client privilege and N.C. General Statute 143-318.11(a)(4) for Economic Development.

At 4:29 p.m., Council Member Jefferson moved to go into Closed Session for the purpose of attorney-client privilege, and economic development. Council Member William made a second to the motion which carried by the following 6-0 unanimous vote.

Aye (7): Mayor Wagner, Mayor Pro Tem Moore, Council Member Jefferson, Council Member Williams, Council Member Peters, Council Member Hudson, and Council Member Jones

Absent (2): Council Member Johnson, and Council Member Holmes

Upon reconvening into Open Session at 5:19 p.m., Mayor Wagner announced that there would be no action taken as a result of the Closed Session.

ADJOURNMENT

The meeting adjourned at 5:20 p.m.

Respectfully Submitted,

Jay W. Wagner, Mayor

Attest:

Mary S. Brooks, CMC
City Clerk

CITY OF HIGH POINT

AGENDA ITEM



Title: High Point Regional Health d/b/a High Point Regional Medical Center Memorandum of Understanding – Public Health Services Act, Section 403B “403B Program”

From: Randy McCaslin, Deputy City Manager

Meeting Date: December 20, 2021

Public Hearing: N/A

Advertising Date /
Advertised By: N/A

Attachments: MOU

PURPOSE:

High Point Regional Medical Center desires to participate in the drug discount program established under Section 340B of the Public Health Services Act (the “**340B Program**”);

BACKGROUND:

High Point Regional Medical Center is a North Carolina nonprofit hospital that provides a disproportionate share of healthcare services to the Medicaid population in addition to supporting many programs that benefit the indigent, uninsured or underinsured population in the State of North Carolina

BUDGET IMPACT:

None

RECOMMENDATION / ACTION REQUESTED:

Council is requested to approve the Memorandum of Understanding (MOU) between the City of High Point and High Point Medical Center supporting the participation in the drug discount program established under Section 340B of the Public Health Services Act (the “**340B Program**”); to assure the provision of health care to indigent, uninsured and underinsured residents of High Point and surrounding communities.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“**Memorandum**”) is entered into as of this ____ day of December, 2021 (“**Effective Date**”) by and between the City of High Point, a North Carolina municipal corporation (“**City**”), and High Point Regional Health (HPRH) d/b/a High Point Medical Center, a nonprofit corporation organized, existing and in good standing under the laws of the State of North Carolina (“**Hospital**”) located at 601 North Elm Street, High Point, NC 27262. Each of City and Hospital may be referred to herein individual as a “**Party**” or collectively as the “**Parties**”.

WHEREAS, Hospital is a North Carolina nonprofit hospital that provides a disproportionate share of healthcare services to the Medicaid population in addition to supporting many programs that benefit the indigent, uninsured or underinsured population in the State of North Carolina;

WHEREAS, Hospital desires to participate in the drug discount program established under Section 340B of the Public Health Services Act (the “**340B Program**”);

WHEREAS, Hospital desires to enter into an agreement with a unit of the local government, pursuant to which Hospital formally commits to continuing to provide health care services to low-income individuals who are neither entitled to benefits under Title XVIII of the Social Security Act nor eligible for assistance under the State plan of Title XIX under this act;

WHEREAS, City agrees to accept such commitment on behalf of the citizens of High Point and surrounding communities.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, it is mutually agreed, by and between the Parties to this Memorandum, as follows:

1. Commitment of Hospital to Provide Indigent Care. Since at least January 1, 2018 and during the term of this Memorandum, Hospital agrees to continue its historic commitment to the provision of health care to indigent, uninsured and underinsured residents of High Point and surrounding communities. Hospital will ensure all patients will receive necessary care, as required by law, regardless of ability to pay.

2. Acceptance and Acknowledgement of City. City represents that (i) City accepts the commitment of Hospital set forth above; and (ii) City acknowledges that the healthcare services provided by Hospital are being provided to low-income individuals who are neither entitled to benefits under Title XVIII of the Social Security Act nor eligible for assistance under the State plan of Title XIX under this Act.

3. Representations of Hospital. Hospital represents that (i) Hospital constitutes a corporation duly organized and validly existing in good standing under the laws of the State of North Carolina with the corporate power and authority to enter into and perform its obligations

under this Memorandum; and (ii) Hospital is a tax-exempt corporation of under Section 501(c)(3) of the Internal Revenue Code of the United States, as amended and under applicable laws of the State of North Carolina.

4. Term and Termination. The term of this Memorandum shall commence on the Effective Date and shall continue until terminated by either Party upon not less than sixty (60) days prior written notice to the other Party.

5. Notice. All notices required or permitted to be given under this Memorandum shall be deemed given when delivered by hand or sent by registered or certified mail, return receipt requested, addressed as follows:

Sent to: City of High Point
Attention: Jay Wagner, Mayor
211 S Hamilton
P.O. Box 230
High Point, NC 27261

Sent to: High Point Regional Health
Attention: Kevin E Smith, VP, COO
601 North Elm Street
High Point, NC 27262

6. Governing Law. This Memorandum shall be governed by and construed in accordance with the laws of the State of North Carolina (excepting any conflict of law provisions which would serve to defeat application of North Carolina substantive law).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned, by their respective authorized representatives, have executed the Memorandum as of the Effective Date.

HIGH POINT REGIONAL HEALTH

By: _____

Name: James W. Hoekstra, MD

Title: President, High Point Regional Health d/b/a High Point Medical Center

Date: _____

CITY OF HIGH POINT

By: _____

Name: _____

Title: _____

Date: _____

MEMORANDUM OF UNDERSTANDING

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[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned, by their respective authorized representatives, have executed the Memorandum as of the Effective Date.

HIGH POINT REGIONAL HEALTH

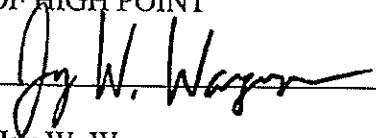
By: _____

Name: James W. Hoekstra, MD

Title: President, High Point Regional Health d/b/a High Point Medical Center

Date: 12/21/21

CITY OF HIGH POINT

By: _____

Name: Jay W. Wagner

Title: Mayor, City of High Point

Date: 12-20-21

CITY OF HIGH POINT

AGENDA ITEM



Title: Municipal Agreement for B-5353: US 29 Bridge Replacement Over S. Main Street
Bridge and Retaining Wall Enhancements

From: Mark McDonald, Transportation Director

Meeting Date: December 20, 2021

Public Hearing: No

Advertising Date: N/A

Advertised By:

Attachments: Location Map

PURPOSE

Financial participation through a Municipal Agreement with the North Carolina Department of Transportation (NCDOT) for aesthetic treatments on the bridge structure and retaining walls.

BACKGROUND

NCDOT project B-5353 will replace a highway bridge on US 29 over S. Main Street. The existing bridge was constructed in the late 1950s and by inspection has been determined to be functionally obsolete. A new bridge will be constructed in coordination with other interchange improvements (State TIP project U-5896). Together these projects will result in safer and more efficient traffic operations on both US 29 and S. Main Street.

At the City's request, NCDOT will include aesthetic coloring and textural treatments to the concrete finishes of the bridge and retaining walls. The cost of adding this treatment to the construction contract is estimated at \$205,800.

Construction on the bridge and interchange is scheduled to begin in 2022, with an estimated duration of two (2) years.

BUDGET IMPACT

Upon completion of the project, NCDOT will invoice the City for the actual cost of the aesthetic treatments to the bridge and retaining walls. The estimated total presented in the Agreement is \$205,800. The City currently has \$581,000 set aside in a capital account that can be applied towards participation in the project.

RECOMMENDATION / ACTIONS REQUESTED

The Transportation Department recommends approval of the Municipal Agreement with NCDOT for the described enhancements to the new bridge structure proposed on US 29 over S. Main Street.

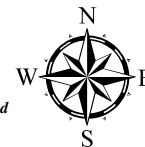


S. MAIN STREET & US-29 INTERCHANGE U-5896 & B-5353



MAP PREPARED BY
CITY OF HIGH POINT MPO
211 S. HAMILTON STREET
HIGH POINT, NORTH CAROLINA 27260
DECEMBER 2021

This map is provided as a public information resource and every reasonable effort has been made to assure the quality of the map. This data information and related graphics are not legal documents and are not intended to be used as such. The City of High Point makes no warranty, express or implied, as to the accuracy, reliability, utility or completeness of this information. The City of High Point assumes no liability either for any errors, omissions, or inaccuracies in the information provided regardless of the cause of such or for any decision made, action taken, or action not taken by the user in reliance upon any maps or information provided herein.



AGREEMENT OVERVIEW

DATE: 12/1/2021

NORTH CAROLINA
GUILFORD COUNTY

PROJECT NUMBERS

TIP NUMBER: B-5353
WBS ELEMENT (CON):46067.3.1

PARTIES TO THE AGREEMENT:

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

AND

CITY OF HIGH POINT

The purpose of this Agreement is to identify the participation in project costs, project delivery and/or maintenance, by the other party to this Agreement, as further defined in this Agreement.

SCOPE OF TIP Project ("Project"): Consists of Bridge 147 over SR 1009 (S. Main Street) on US 29

ADDITIONAL WORK: Aesthetic treatments on the bridge and retaining walls.

ESTIMATED COST OF THE ADDITIONAL WORK: \$205,800.26

COSTS TO OTHER PARTY: \$205,800.26

DEPARTMENT'S FUNDING: \$0

PAYMENT TERMS:

The Department will bill the City of High Point upon completion of the Project.

MAINTENANCE: Department

EFFECTIVE DATES OF AGREEMENT:

START: Upon Full Execution of this Agreement

END: When work is complete and all terms are met.

This **AGREEMENT** is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the **DEPARTMENT** and the City of High Point, hereinafter referred to as the **Municipality**.

The parties to this Agreement, listed above, intend that this Agreement, together with all attachments, schedules, exhibits, and other documents that both are referenced in this Agreement and refer to this Agreement, represents the entire understanding between the parties with respect to its subject matter and supersedes any previous communication or agreements that may exist.

I. WHEREAS STATEMENTS

WHEREAS, this Agreement is made under the authority granted to the **Department** by the North Carolina General Assembly under General Statutes of North Carolina (NCGS), particularly Chapter 136-66.1 and 136-66.3; and,

WHEREAS, the **Department** and the **Municipality** have agreed that the jurisdictional limits of the Parties, as of the date of entering the agreement for the above-mentioned project, are to be used in determining the duties, responsibilities, rights and legal obligations of the Parties hereto for the purposes of this Agreement; and,

WHEREAS, the **Municipality** has requested that the **Department** perform all phases of said work or provide services; and,

WHEREAS, the Parties hereto wish to enter into an agreement for scoped work to be performed or provided by the **Department** (including reviews, goods or services) with reimbursement for the costs thereof by the **Municipality** as hereinafter set out; and,

NOW, THEREFORE, this Agreement states the promises and undertakings of each party as herein provided, and the parties do hereby covenant and agree, each with the other, as follows:

II. RESPONSIBILITIES

- The **Department** shall be responsible for all phases of project delivery to include planning, design, right of way acquisition, utility relocation, and as shown in the **PROJECT DELIVERY** Provision. The **Municipality** shall be responsible for maintenance.
- The **Municipality** shall be responsible for payment as shown in the **COSTS AND FUNDING** Provision.

III. PROJECT DELIVERY REQUIREMENTS

A. PLANNING, DESIGN, AND CONSTRUCTION

The **Department** will be responsible for preparing the environmental and/or planning document, obtaining any environmental permits and preparing the project plans and specifications.

The **Department** shall construct the Project in accordance with the plans and specifications for the Project. The **Department** shall administer the construction contract for said Project. All work shall be done in accordance with Departmental standards, specifications, policies and procedures.

B. RIGHT OF WAY ACQUISITION

ACCOUNTS RECEIVABLE
TIP AGREEMENT-CONSTRUCTION

1000012653

The **Department** will be responsible for acquiring any needed right of way required for the Project in accordance with the policies and procedures set forth in the North Carolina Right of Way Manual.

C. MAINTENANCE

Upon completion of the Project:

1. The **Department** shall be responsible for all traffic operating controls and devices which shall be established, enforced, and installed and maintained in accordance with the North Carolina General Statutes, the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, the latest edition of the "Policy on Street and Driveway Access to North Carolina Highway," and department criteria.
2. The roadway improvements that are within state-owned right of way shall be considered a part of the State Highway System and shall be owned and maintained by the **Department**.

IV. COSTS AND FUNDING

A. ADDITIONAL WORK

At the request of the Municipality and in accordance with the Department's Pedestrian Policy Guidelines or the Complete Streets Guidelines, the Department shall include provisions in its construction contract for the construction of pedestrian facilities and/or other additional work as indicated in the Table below. Said work shall be performed in accordance with the additional work as indicated in the Table below. Said work shall be performed in accordance with the Department's policies, procedures, standards, and specifications, and the provisions of this Agreement.

Description	Cost to Municipality	Municipal Share of Estimated Cost	Department Share of Estimated Cost
Aesthetic treatment on Bridge and Retaining Walls	\$205,800.26	100%	0%
Total Estimated Cost to Municipality	\$205,800.26		

The Municipality has agreed to participate in the actual cost of the additional work in the cost share noted in the above table. Per Attachment A, the estimated cost of the additional work is \$205,800.26. The estimated cost to the Municipality is \$205,800.26. Both parties understand that this is an estimated cost and is subject to change.

B. INVOICING BY THE DEPARTMENT

Upon completion of the Project, the Department will calculate actual costs of the Project and will invoice the **Municipality** for their share of the actual costs of the Additional Work and/or Project Costs. Reimbursement to the Department shall be made in one final payment within sixty days of invoicing by the Department. A late payment penalty and interest will be charged on any unpaid balance due in accordance with G. S. 147-86.23.

If the Municipality has pre-paid or made any previous downpayment, those funds will be counted against final costs. If costs are less than the funding received, then the Department will return any overpayment.

V. STANDARD PROVISIONS

Agreement Modifications

Any modification to scope, funding, responsibilities, or time frame will be agreed upon by all parties by means of a written Supplemental Agreement.

Assignment of Responsibilities

The **Department** must approve any assignment or transfer of the responsibilities of the **Municipality** set forth in this Agreement to other parties or entities.

Agreement for Identified Parties Only

This Agreement is solely for the benefit of the identified parties to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.

Other Agreements

The **Municipality** is solely responsible for all agreements, contracts, and work orders entered into or issued by the **Municipality** to meet the terms of this Agreement. The **Department** is not responsible for any expenses or obligations incurred for the terms of this Agreement except those specifically eligible for the funds and obligations as approved by the **Department** under the terms of this Agreement.

Authorization to Execute

The parties hereby acknowledge that the individual executing this Agreement has read this Agreement, conferred with legal counsel, fully understands its contents, and is authorized to execute this Agreement and to bind the respective parties to the terms contained herein.

Debarment Policy

It is the policy of the **Department** not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, the Municipality certifies that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Agency or Department and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

Indemnification

To the extent authorized by state and federal claims statutes, the **Municipality** shall be responsible for its actions under the terms of this agreement and save harmless the FHWA (if applicable), the **Department**, and the State of North Carolina, their respective officers, directors, principals, employees, agents, successors, and assigns to the extent allowed by law, from and against any and all claim for payment, damages and/or liabilities of any nature, asserted against the **Department** in connection with this Agreement. The **Department** shall not be liable and shall be held harmless from any and all third-party claims that might arise on account of the **Municipality's** negligence and/or responsibilities under the terms of this agreement.

Availability of Funds

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

Gift Ban

By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

SIGNATURE PAGE

IN WITNESS WHEREOF, this Agreement has been executed the day and year heretofore set out, on the part of the DEPARTMENT and the MUNICIPALITY by authority duly given.

City of High Point

FED TAX ID NO: _____

Authorized Signer: _____

REMITTANCE ADDRESS:

Print Name: _____

Title: _____

Date Signed: _____

**If applicable, this Agreement has been
pre-audited in the manner required by
the Local Government Budget and Fiscal
Act:**

Finance Officer: _____

Print Name: _____

Date Signed: _____

DEPARTMENT OF TRANSPORTATION

BY: _____

TITLE: _____

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: 12/8/2021 (DATE)

**NC-DOT
Contract Standards and Development Unit
Preliminary Estimate Section**

November 22, 2021

Memo To: Bryan Key, PE
Senior Project Manager - Project Management Unit

From: Karen Lovering, PE
Preliminary Estimates Engineer

Subject: Construction Cost Estimate for Aesthetic Treatment
TIP Project B-5353 for the City of High Point in Guilford County

City of High Point (Betterment Costs)

Description	Quantity	Units	Price	Amount
Aesthetic Treatment on Bridge & Retaining Walls (See attached)	1	LS	\$170,435.00	\$170,435.00
Mobilization (5.0%)	1	LS		\$ 8,521.75
Contract Cost				\$ 178,956.75
E.&C. Cost (15%)				\$ 26,843.51
Construction Cost				\$ 205,800.26
NC-DOT Participation		0%		\$ -
City of High Point		100%		\$ 205,800.26

Note: Estimate is for Preliminary Use Only. Quantities and Unit Prices are subject to change.

CC: File

CITY OF HIGH POINT

AGENDA ITEM



Title: Amendment 3 – Registers Creek Pump Station and Force Main Project
Freese and Nichols

From: Terry Houk – Public Services Director

Derrick Boone – Public Services Asst. Director **Meeting Date:** December 20, 2021

Nawfal Shujaa- Projects Engineer

Public Hearing: N/A

Advertising Date: N/A

Advertised By: N/A

Attachments: Attachment A- Amendment #3 Proposal -Registers Creek lift station and force main design and professional services agreement
Attachment B- Map of Registers Creek Lift Station and Force Main Project

PURPOSE:

To approve Amendment #3 to the Freese and Nichols contract (purchase order 100616) which will amend the construction phase services from part-time construction observation to full time observation for the duration (18 months) of the Registers Creek Lift Station and Force Main Project.

BACKGROUND:

The Registers Creek lift station upgrade project was awarded to Jimmy R. Lynch and Sons on May 17, 2021 for the amount of \$8,504,452.27. The notice to proceed was issued on August 16, 2021 and the contract length is 18 months. The scope of the project is to construct a new lift station located on the existing station site with a peak capacity of 4.2 MGD and approximately 16,577 LF of 18-inch force main. Freese and Nichols designed the Registers Creek Lift Station and Force Main Project and is currently assisting with contract administration and part time construction observation. Due to the complexity of the project, the Public Services Department is recommending that the construction observation for the project be increased to full time. Amendment #3 will increase construction observation from up to 24 hours per week to up to 50 hours per week for the duration (18 months) of the Registers Creek Lift Station and Force Main Project.

BUDGET IMPACT:

Funds for this project are available in the 2021-2022 Budget.

RECOMMENDATION / ACTION REQUESTED:

The Public Services Department recommends approval of amendment #3 to Freese and Nichols in the amount of \$209,330.00.



**PROFESSIONAL SERVICES AGREEMENT
AMENDMENT 3**

City of High Point, NC
211 South Hamilton Street
High Point, NC 27260

FNI PROJECT NO. HPT 19570
RFQ#32-013118
DATE: 12/9/2021

Project Name: Registers Creek Pump Station and Force Main Design

Description of Services: This amendment will amend the construction phase services for FNI from part-time construction observation to full time observation for the project duration of eighteen (18) months.

- Increase Resident Project Representative services from up to 24 hours per week to up to 50 hours per week.

Amended Schedule: This amendment does not change the project schedule.

Compensation shall be amended as follows: A not to exceed amount of \$208,330.00 will be added to the Contract.

Current Contract Amount:	\$1,008,800.00
Amount of this Amendment:	\$208,330.00
Revised Total Amount Authorized:	\$1,217,130.00

The above described services shall proceed upon execution of this amendment. All other provisions, terms and conditions of the Professional Services Agreement which are not expressly amended shall remain in full force and effect.

FREESE AND NICHOLS, INC.

CITY OF HIGH POINT, NC

DocuSigned by:
BY: Bryan C Jann
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Bryan C Jann
Print Name

BY: _____

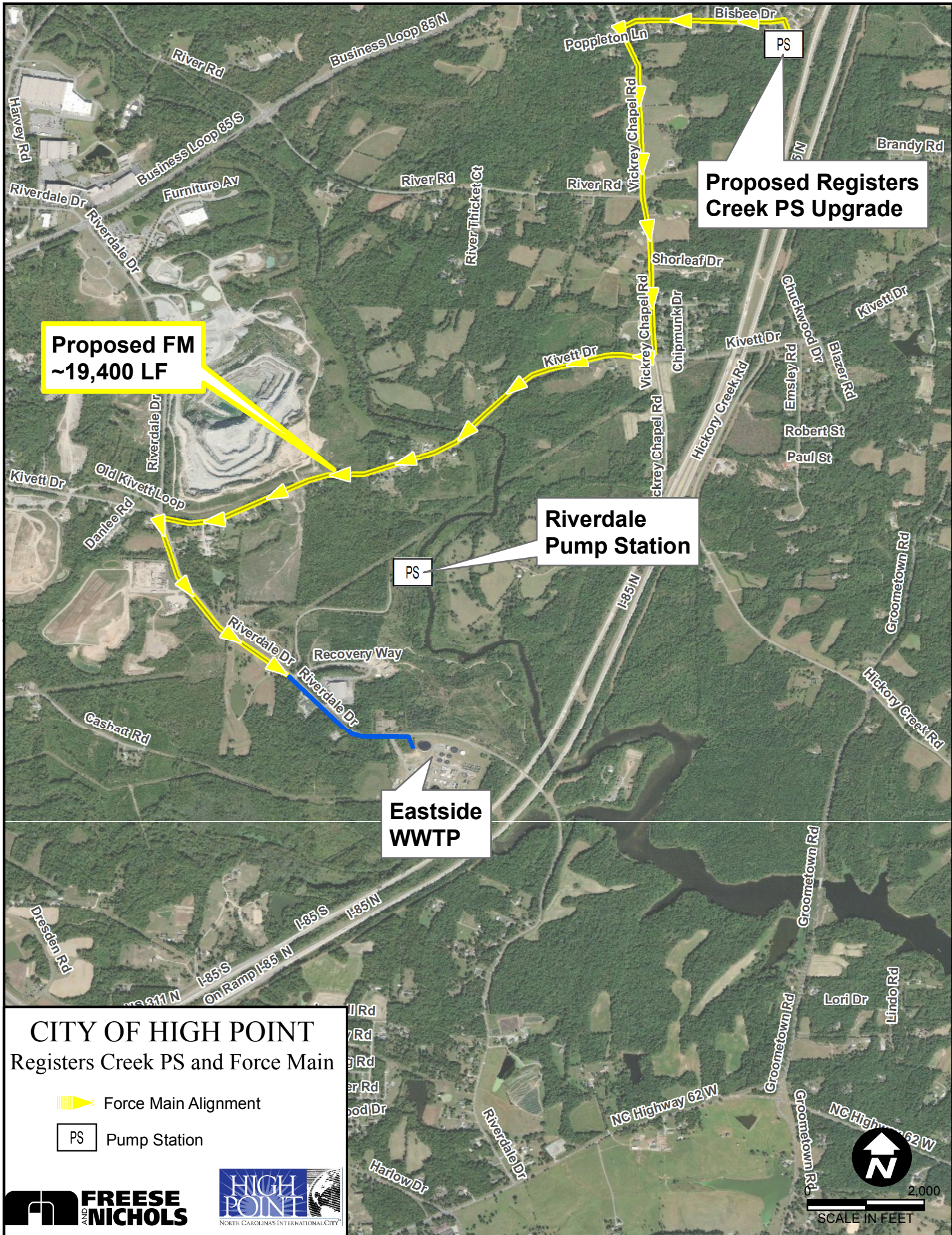
Print Name

TITLE: Vice President / Principal

TITLE: _____

DATE: 12/9/2021

DATE: _____



**Proposed Registers
Creek PS Upgrade**

**Proposed FM
~19,400 LF**

**Riverdale
Pump Station**

**Eastside
WWTP**

CITY OF HIGH POINT
Registers Creek PS and Force Main

-  Force Main Alignment
-  Pump Station



2,000
SCALE IN FEET

ORDINANCE

AN ORDINANCE REQUIRING THE BUILDING INSPECTOR OF THE CITY OF HIGH POINT TO DEMOLISH CERTAIN PROPERTY PURSUANT TO ARTICLE 19 OF THE GENERAL STATUTES OF NORTH CAROLINA; AND, TITLE 9, CHAPTER 11, ARTICLE E, OF THE MINIMUM HOUSING CODE OF THE CITY OF HIGH POINT.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HIGH POINT:

SECTION 1: That the City Council of the City of High Point finds as a fact that the following described property has been ordered to be demolished, and it further finds as a fact that the owner has been ordered to demolish said building at his expense and said Owner has failed to comply with said order.

SECTION 2: That the Inspector of the City of High Point is hereby authorized and directed to proceed with the demolition of the following described building in accordance with code of Ordinances: and, Article 19 of Chapter 160A of the General Statutes of North Carolina.

PROPERTY LOCATION

OWNER (S)

315 Louise Ave.

Stephen Macconnell
315 Louise Ave.
High Point, NC 27262

SECTION 3: That all ordinances or parts of ordinances in conflict with the provisions of this ordinance, are hereby repealed.

SECTION 4: That this ordinance shall become effective from and after its passage as by Law provided.

Adopted by City Council,
This the 20th day of December, 2021

Lisa B. Vierling, City Clerk

City Clerk's Office

Mary Brooks

DEPUTY CITY CLERK



NORTH CAROLINA'S INTERNATIONAL CITY™

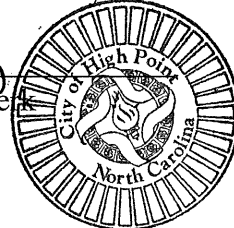
City of High Point
Municipal Office Building
211 South Hamilton Street
High Point, NC 27261

Certification

I, Lisa B. Vierling, City Clerk of the City of High Point, North Carolina, do hereby certify that the foregoing is a true and accurate Ordinance adopted by the City Council in official Session on December 20, 2021, and upon approval by City Council will be recorded in Book 96 of the Official Minute Books and Ordinance Book Volume XXII, Ordinance No. 7774/21-91, page 91, Legislative File No. 2021-532 of this City, under my care, custody and control. As of this date, action to adopt said Ordinance has not been amended, rescinded or repealed and is in full force and effect.

WITNESS my hand and the Corporate Seal of the City of High Point, the 21st day of December 2021.

Lisa B. Vierling
Lisa B. Vierling, City Clerk



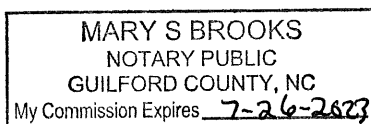
ACKNOWLEDGEMENT

I, Mary S. Brooks, a Notary Public of said County and State, do hereby certify that Lisa B. Vierling, is known to me as City Clerk of the City of High Point; that this person personally appeared before me this date; and, upon authority duly given and as an act of said City, issued and executed the foregoing Certification.

WITNESS my hand and official Notarial Seal, this 21st day of December 2021.

Mary S. Brooks
Mary S. Brooks, Notary Public

Commission Expires: 7/26/2023



CITY OF HIGH POINT

AGENDA ITEM



Title: Dedication Agreement - Shamrock Petey, LLC - City of High Point – Samet Drive Extension

From: JoAnne Carlyle, City Attorney

Meeting Date: December 20, 2021

Public Hearing: N/A

**Advertising Date /
Advertised By:** N/A

Attachments: Dedication Agreement

PURPOSE/BACKGROUND:

Shamrock Petey, LLC has agreed to convey land to provide right-of-way for the City of High Point to construct the Samet Drive Extension; and the City, in consideration of Shamrock's conveyance of the right-of-way without monetary consideration, has agreed to certain design, engineering, and construction coordination for the construction of Samet Drive Extension.

BUDGET IMPACT:

Project costs will be budgeted in FY 2021-2022.

RECOMMENDATION / ACTION REQUESTED:

Council is requested to approve a Dedication Agreement between Shamrock Petey, LLC and the City of High Point for the "Samet Drive Extension" and that the appropriate City official be authorized to execute all necessary documents.

Dedication Agreement

This Dedication Agreement (“Agreement”) is entered into between the City of High Point, a North Carolina municipal corporation, located at 211 South Hamilton Street, High Point, North Carolina, 27260 (“City”) and Shamrock Petey, LLC, a North Carolina limited liability company, located at 1140 Dilworth Crescent Row, Charlotte, NC 28203 (“Shamrock”) (hereinafter referred to individually as “Party” and collectively as “Parties”), this __ day of December, 2021, on the following terms:

Recitals

WHEREAS, Shamrock has filed petitions for annexation and applications for original zoning for approximately 34 acres lying generally in the southeast quadrant of the intersection of West Wendover Avenue and Penny Road, more particularly described in Exhibit 1 (the “Project Site”);

WHEREAS, Samet Drive Extension (“Samet Drive Extension”) has bisected the Project Site on the City’s Capital Improvement Plan since 1995;

WHEREAS, in its original application for zoning, Shamrock and the City contemplated that Shamrock would construct Samet Drive Extension for the City and that the City would reimburse Shamrock for the cost of designing and constructing Samet Drive Extension;

WHEREAS, the Parties have concluded that it is more advantageous for the City to construct Samet Drive Extension;

WHEREAS, the timing and construction of Samet Drive Extension require coordination between the Parties so that the Project Site is developed as part of a common scheme of development; and

WHEREAS, on December 20, 2021 the High Point City Council approved Shamrock’s applications for zoning for the Project Site;

WHEREAS, Shamrock has agreed to convey land within its control or ownership to provide right-of-way for the City to construct Samet Drive Extension; and,

WHEREAS, the City, in consideration of Shamrock’s conveyance of the right-of-way without monetary consideration, has agreed to certain design, engineering, and construction coordination for the construction of Samet Drive Extension.

Agreement

NOW, THEREFORE, in consideration of the representations, covenants and other mutual consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

1. Design and Engineering. To facilitate a common scheme of development and coordination between the two construction projects, the City shall retain CPT Engineering and Surveying, Inc. (“CPT Engineering”) to design and obtain any required permitting and encroachment agreements for the construction of Samet Drive Extension, and Shamrock shall retain CPT Engineering to design Shamrock’s improvements to the Project Site (“Shamrock Project”). Both parties will engage CPT Engineering on or before January 7, 2022. The design of Samet Drive Extension and the Shamrock Project shall be consistent with the Transportation Impact Analysis Project 200064 report prepared by Davenport Engineering (“TIA”) and the Zoning Map Amendment 21-23 enacted by the City on December 20, 2021.

2. Construction. The City shall use best efforts to construct Samet Drive Extension in accordance with the following milestones and timeline:

- **Milestone I:** CPT Engineering completes design work, all required approvals have been obtained from authorities having jurisdiction, and all permits and encroachment agreements required to commence the construction of Samet Drive Extension have been obtained;
- **Milestone II:** Within thirty (30) days after completion of Milestone I, the City shall advertise bids for construction of Samet Drive Extension;
- **Milestone III:** Within thirty (30) days after completion of Milestone II, the City shall receive bids for construction of Samet Drive Extension;
- **Milestone IV:** Within thirty (30) days after both of the following have occurred: (a) completion of Milestone III and (b) conveyance of the right-of-way as described in paragraph 3 below, the City shall request City Council approval, award the contract, and execute the contract for construction of Samet Drive Extension;
- **Milestone V:** Within thirty (30) days after completion of Milestone IV, the City shall commence construction of Samet Drive Extension; and,
- **Milestone VI:** Within three hundred and sixty-five (365) days after completion of Milestone V, the City shall complete construction of Samet Drive Extension.

3. Purchase of Land and Conveyance of Right-of-Way. Shamrock agrees to purchase the land listed in Exhibit 1 from private third Parties to assemble the Project Site into a single tract. Within thirty (30) days after both of the following have occurred: (a) completion of Milestone III as defined above and (b) Shamrock has obtained all required permits and approvals from authorities having jurisdiction necessary to commence construction of the Shamrock Project, Shamrock shall convey to the City in fee simple all right-of-way within the Project Site reasonably necessary for construction of Samet Drive Extension, as designed by CPT Engineering.

4. Duty to Reconvey and Recordation of Memorandum of Option. If the City (a) does not commence construction within forty-five (45) days after completion of Milestone IV; (b) terminates the contract awarded in Milestone IV before construction of Samet Drive Extension is complete and does not contract with a substitute contractor to complete Samet Drive Extension within sixty (60) days after termination; or (c) fails to complete construction of Samet Drive Extension within five hundred and fifteen (515) days after completion of Milestone IV, Shamrock may demand in writing that the City return to Shamrock the entirety of the right-of-way that

Shamrock conveyed to the City under paragraph 3 and the City shall deliver a deed reconveying the right-of-way back to Shamrock within thirty (30) days after receipt of the demand. Shamrock may record an appropriate memorandum of option or memorandum of contract referencing this right when it conveys the right-of-way to the City.

5. Responsibilities for Construction. The City will be responsible for the construction of Samet Drive Extension and related improvements designed by CPT Engineering as substantially described in the TIA. Shamrock will be responsible for the construction of the Shamrock Project and related improvements and facilities as substantially described in the TIA.

6. Modification of Dates and Deadlines. Dates and deadlines established above for performing actions described in this Agreement may be amended by mutual written agreement or because of matters beyond either Parties' reasonable control, including but not limited to delays in bidding, permitting, and construction, which justify extensions of time for the contractor constructing Samet Drive Extension.

7. Cooperation. Both Parties agree to cooperate in good faith and to use best efforts to expedite design, permitting, approvals, and construction of Samet Drive Extension and the Shamrock Project. The Parties will coordinate schedules and facilitate open and effective communication.

9. Further Assurances. Each Party agrees that, upon the request of another Party, it will execute and deliver any other documents and undertake such further actions as may be reasonably necessary to effectuate fully the terms of this Agreement.

10. Integration and Merger. The terms and conditions contained in this Agreement shall constitute the entire and only agreement between the Parties, superseding any prior or contemporaneous oral or written agreements or communications between the Parties relating to the subject matter of this Agreement.

11. Waiver. No failure on the part of the Parties to exercise, no delay by the Parties in exercising, and no course of dealing with respect to any right or remedy of the Parties will operate as a waiver of any provision of this Agreement; nor will any single or partial exercise of any right or remedy by the Parties preclude any other further exercise of any other right or remedy.

12. Modifications. No modification, amendment, or waiver of this Agreement shall be binding unless expressly agreed to in writing and signed by the each of the Parties or their authorized representatives.

13. Severability. If any paragraph or part of this Agreement is found void or unenforceable, the remainder of this Agreement shall continue in full force and effect. Any invalid and unenforceable provisions will be deemed, without further action on the part of the Parties to be modified, amended, and limited to the extent necessary to become valid and enforceable to the maximum extent permitted by law.

14. Governing Law and Jurisdiction. This Agreement shall be deemed to have been executed and delivered within the State of North Carolina, and the rights and obligations of the Parties shall be governed and construed in accordance with the internal substantive law of North Carolina without regard to principles of choice of law or conflicts of law. Any disputes, controversies, or claims arising out of this Agreement shall be brought in Guilford County, North Carolina.

15. Binding Effect. This Agreement shall be binding on the Parties' successors in interest and permitted assigns. Neither the Party shall assign or transfer any interest in this Agreement without the prior written consent of the other Party, which will not be unreasonably withheld.

16. Assistance of Counsel. The Parties have read this Agreement, acknowledge that they have had the advice of counsel (or the opportunity to obtain the advice of counsel), and acknowledge that the Parties, their agents, attorneys, or representatives have made no promises or representations that are not part of this Agreement. The Parties have relied fully and completely on their own judgment and the advice of their attorneys in executing this Agreement, and this Agreement is the result of negotiations between the Parties and shall be considered as being mutually drafted by the Parties. The Parties enter into this Agreement freely and voluntarily without any duress.

17. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute the same instrument.

18. Sealed Instrument. This Agreement is executed under seal, as evidenced by the legend "(SEAL)" adjacent to the signatures of the Parties.

19. Notices. All notices and other communications pursuant to this Agreement shall be in writing and shall be delivered by hand, fax or mail as follows:

To Shamrock Petey, LLC
Dennis N. Bunker, III
1140 Dilworth Crescent Row
Charlotte, NC 28203

To the City
City Manager's Office
City of High Point
211 South Hamilton Street
P.O. Box 230
High Point, NC 27261

[Signature Page to follow]

WHEREFORE, the Parties have set their hands and seals on the dates indicated below:

ATTEST:

SHAMROCK PETEY, LLC

Title: _____

_____(SEAL)
Dennis N. Bunker, III
Title: Manager

ATTEST:

CITY OF HIGH POINT

Lisa B. Vierling, City Clerk

_____(SEAL)
Tasha Logan Ford, City Manager

"AN ORDINANCE AMENDING THE 2021-2022 BUDGET ORDINANCE
OF THE CITY OF HIGH POINT, NORTH CAROLINA
TO APPROPRIATE FUNDS IN CONNECTION WITH REFUNDING BONDS

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

Section 1. The City of High Point engaged and completed the Series 2021A and Series 2021B Combined Enterprise System Revenue Refunding Bonds during the fiscal year 2021-2022. Current governmental accounting standards require the refunding activities be recorded in the financial records in addition to the City's financial disclosures.

Section 2. In order to appropriate these funds, the 2021-2022 Budget Ordinance of the City of High Point, should be amended as follows:

- (A) That the following additional sources were received and be amended as follows:

Water & Sewer Fund-Refunding Bond Proceeds	\$50,928,000
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- (B) That the Water & Sewer Fund expenditures be amended as follows:

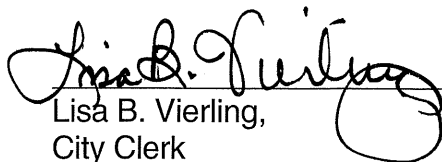
Payment to Trustee for Refunding Bonds	\$50,621,580
Legal and fiscal charges	<u>306,420</u>
	\$50,928,000

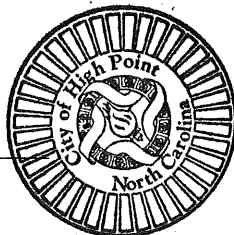
Section 3. That all ordinances, or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

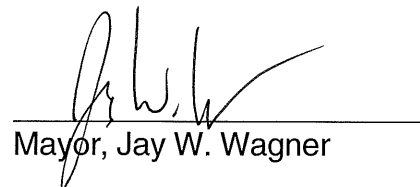
Section 4. That this ordinance shall be effective from and after its passage."

Adopted by High Point City Council, this the 20th day of December 2021

ATTEST


Lisa B. Vierling,
City Clerk




Mayor, Jay W. Wagner

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“**Memorandum**”) is entered into as of this 21st day of December, 2021 (“**Effective Date**”) by and between the City of High Point (“**City**”), a North Carolina incorporated municipality, and High Point Regional Health (HPRH) d/b/a High Point Medical Center, a nonprofit corporation organized, existing and in good standing under the laws of the State of North Carolina (“**Hospital**”) located at 601 North Elm Street, High Point, NC 27262. Each of City and Hospital may be referred to herein individual as a “**Party**” or collectively as the “**Parties**”.

WHEREAS, Hospital is a North Carolina nonprofit hospital that provides a disproportionate share of healthcare services to the Medicaid population in addition to supporting many programs that benefit the indigent, uninsured or underinsured population in the State of North Carolina;

WHEREAS, Hospital desires to participate in the drug discount program established under Section 340B of the public Health Services Act (the “**340B Program**”);

WHEREAS, Hospital desires to enter into an agreement with a unit of the local government, pursuant to which Hospital formally commits to continuing to provide health care services to low-income individuals who are neither entitled to benefits under Title XVIII of the Social Security Act nor eligible for assistance under the State plan of Title XIX under this act;

WHEREAS, City agrees to accept such commitment on behalf of the citizens of High Point and surrounding communities.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, it is mutually agreed, by and between the Parties to this Memorandum, as follows:

1. Commitment of Hospital to Provide Indigent Care. Since at least January 1, 2018 and during the term of this Memorandum, Hospital agrees to continue its historic commitment to the provision of health care to indigent, uninsured and underinsured residents of High Point and surrounding communities. Hospital will ensure all patients will receive necessary care, as required by law, regardless of ability to pay.

2. Acceptance and Acknowledgement of City. City represents that (i) City accepts the commitment of Hospital set forth above; and (ii) City acknowledges that the healthcare services provided by Hospital are being provided to low-income individuals who are neither entitled to benefits under Title XVIII of the Social Security Act nor eligible for assistance under the State plan of Title XIX under this Act.

3. Representations of Hospital. Hospital represents that (i) Hospital constitutes a corporation duly organized and validly existing in good standing under the laws of the State of North Carolina with the corporate power and authority to enter into and perform its obligations

under this Memorandum; and (ii) Hospital is a tax-exempt corporation of under Section 501(c)(3) of the Internal Revenue Code of the United States, as amended and under applicable laws of the State of North Carolina.

4. Term and Termination. The term of this Memorandum shall commence on the Effective Date and shall continue until terminated by either Party upon not less than sixty (60) days prior written notice to the other Party.

5. Notice. All notices required or permitted to be given under this Memorandum shall be deemed given when delivered by hand or sent by registered or certified mail, return receipt requested, addressed as follows:

Sent to: City of High Point
Attention: Jay Wagner, Mayor
211 S Hamilton
P.O. Box 230
High Point, NC 27261

Sent to: High Point Regional Health
Attention: Kevin E Smith, VP, COO
601 North Elm Street
High Point, NC 27262

6. Governing Law. This Memorandum shall be governed by and construed in accordance with the laws of the State of North Carolina (excepting any conflict of law provisions which would serve to defeat application of North Carolina substantive law).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned, by their respective authorized representatives, have executed the Memorandum as of the Effective Date.

HIGH POINT REGIONAL HEALTH

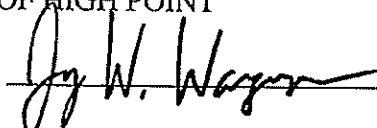
By: 

Name: James W. Hoekstra, MD

Title: President, High Point Regional Health d/b/a High Point Medical Center

Date: 12/21/21

CITY OF HIGH POINT

By: 

Name: Jay W. Wagner

Title: Mayor, City of High Point

Date: 12-20-21



Prosperity & Livability Committee

Chaired by Councilman Hudson

Committee Members: Hudson, Holmes, Jefferson, and Peters

December 8, 2021 –9 :00 a.m.

3rd Floor, Council Chambers

Minutes

CALL TO ORDER

Acting Chair Monica Peters called the meeting to order at 9:00 a.m. Following a virtual roll call, the following attendance by Committee Members was duly noted.

Present (3):

Committee Member Peters, Committee Member Cyril Jefferson, and Committee Member Michael Holmes

Absent (1):

Chairman Wesley Hudson

Staff Present:

Tasha Long Ford, City Manager; Randy McCaslin, Deputy City Manager; Greg Ferguson, Assistant City Manager; Eric Olmedo, Assistant City Manager; Jeron Hollis Managing Director; Angela Kirkwood, Human Resources Director; and Mary S. Brooks, Deputy City Clerk

The following document associated with the presentation, was hereby attached as a permanent part of these proceedings:

1. *Presentation-Juneteenth Holiday Proposal.*

PRESENTATION OF ITEMS

2021-550 Presentation-Juneteenth Holiday Proposal

Staff is requested to give a presentation to consider adding Juneteenth as a paid city holiday.

Eric Olmedo, Assistant City Manager made a PowerPoint Presentation (PPP) on the Juneteenth Holiday Proposal; provided a background and history regarding said holiday

(“Juneteenth celebrates the country’s longest running observance of the abolition of slavery. This holiday commemorates the emancipation of slaves in Texas on June 19, 1865, after Union soldiers landed in Galveston, Texas. The slaves in this region were the last to learn of their freedom”); said that Juneteenth was a recognized federal holiday; the city of High Point currently has 9 paid holidays with a total of 11 days off annually; provided comparisons with other cities/municipalities in regard to paid holidays; spoke to floating holidays provided by other cities for employees; and entertained questions.

Committee Member Jefferson inquired on floating holidays. Mr. Olmedo replied that a floating holiday would provide an employee a paid day off in substitution of the regularly scheduled holiday; and explained the floating holiday process used by other municipalities.

Committee Member Holmes asked whether the Juneteenth holiday would be a standard or floating paid holiday for employees. Mr. Olmedo replied that the said holiday would be designated as a standard paid holiday; and spoke to the importance for the observance of this holiday to be commemorated on the recognized day.

Committee Member Jefferson inquired on and requested having further discussion that would offer floating holidays for employees that do not recognize federal holidays; and spoke to having due diligence. Mr. Olmedo replied that staff would research floating holidays to discuss at a later date. Angela Kirkwood, Human Resources Director replied that the city acknowledged federal holidays; said that when the holiday was proposed it was to keep the city competitive as an employer.

Randy McCaslin, Deputy City Manager advised that from an operational standpoint, a floating holiday would be more challenging due to the responsibilities from the city providing services to citizens that involved employees having to work on paid holidays; and said that adding that level of flexibility tough to schedule.

Acting Chairman Peters thanked Ms. Kirkwood for her efforts in keeping the city competitive; and voiced the importance of attracting and retaining employees.

Mr. Olmedo said that the proposed paid holiday would not have a budget impact on the city.

Committee Member Jefferson made a motion; seconded by Committee Member Holmes to move forward with this matter with a recommendation to go before city council for approval. Following a roll call vote by Acting Chairman Peters, the motion carried by the following 3-0 unanimous vote:

Aye (3): Acting Chairman Peters, Committee Member Holmes, and Committee Member Jefferson

Absent (1): Chairman Hudson

ADJOURNMENT

There being no further business to come before the Prosperity & Livability Committee, the meeting was adjourned at 9:14 a.m.

Respectfully Submitted:

Monica Peters, Acting Chairman

Attest:

Mary S. Brooks, CMC
Deputy City Clerk



FINANCE COMMITTEE
Chaired by Mayor Pro Tem Britt Moore
Members: Moore, Holmes, Jones, and Peters
December 2, 2021 – 4:00 p.m.

CALL TO ORDER (Virtual Roll Call)

Chairman Moore called the meeting to order at 4:02 p.m.

Following roll call by Chairman Moore, the following Committee Members were **Present (3)**:

Chairman Britt W. Moore
Committee Member Victor Jones
Committee Member Monica Peters

Absent (1)

Committee Member Michael Holmes

Staff Members Present:

Tasha Logan Ford, City Manager; Randy McCaslin, Deputy City Manager; JoAnn Carlyle, City Attorney; Eric Olmedo, Assistant City Manager; Greg Ferguson, Assistant City Manager; Jeron Hollis, Managing Director; Angela Wynes, Transit Manager; Bobby Fitzjohn, Financial Services Director; Stephen Hawryluk, Budget & Performance Manager, Allen Hicks, Public Services Projects Engineer; Kim Thore, ROW Coordinator; Tyler Berrier, Electric Utilities Assistant Director; Robby Stone, Public Services Deputy Director; Derrick Boone, Assistant Public Services Director, Lisa Vierling, City Clerk, and Mary S. Brooks, Deputy City Clerk

PRESENTATION OF ITEMS**2021-523 Transit - Bus Pass Donation Policy**

City Council is requested to adopt a Bus Pass Donation Policy regarding the donation of transit passes to assist customers in need.

Angela Wynes, Transit Manager reported that each year, the transit division receives requests from non-profit agencies to donate bus passes to assist their customers in need. To treat the requests equitably, transit staff decided there needed to be a donation policy that specifies who qualifies and the terms of the donations. Staff researched what policies or programs other transit systems had developed. We found that the policy set by Greensboro Transit Agency was a sound model to follow. As donations are not reimbursable under the Federal Transit Administration or North Carolina Department of Transportation grants, the program would be funded by 100% local funds. Staff is recommending that the total donations per year not exceed \$1,000.00 and to adopt the Bus Pass Donation policy.

Chairman Moore inquired on the process and timeframe for the Bus Pass Donation applications; and asked when the bus passes would be distributed to the agencies that requested them. Ms. Wynes replied that the application process would take around 48 hours to complete; explained how the process worked; and that the distribution would be determined after the December 6th meeting of council.

Chairman Moore requested that this matter be put on the regular agenda for discussion.

Discussion took place regarding adding this matter to the consent agenda so that council would have the opportunity to discuss any concerns or questions.

Chairman Moore moved to place this matter on the Regular Agenda for discussion at the December 20, 2021 City Council meeting. Committee Member Peters made a second to the motion. Following a roll call vote by Chairman Moore, the motion carried by the following 3-0 unanimous vote:

Aye (3): Chairman Moore, Committee Member Peters, and Committee Member Jones

Absent (1): Committee Member Holmes

2021-524 Utility Construction Agreement - NCDOT Interchange Improvement Project --U-5896, US 29/US70/Business 85 & South Main Street (SR 1009)

City Council is requested to approve a Utility Construction Agreement with North Carolina Department of Transportation (NCDOT) in the amount of \$2,153,063. for water and sewer improvements at the upcoming NCDOT interchange improvement project at US 29/ US 70/ Business 85 and South Main Street (SR 1009) and that the appropriate City official and/or

employee be authorized to execute all necessary documents to finalize the agreement with the NCDOT.

Allen Hicks, Public Services Projects Engineer reported that the North Carolina Department of Transportation (NCDOT) had prepared construction plans for improvements to the interchange at US 29/ US 70/ Business 85 and S. Main St. This project would require substantial water and sewer improvements which would be accomplished in conjunction with this NCDOT project. The City of High Point owns water and sewer utilities that would be impacted by the project's construction and would be responsible for a portion of the utility construction costs in the estimated amount of \$2,104,067. This amount was representative of non-betterment utility construction on water and sewer utilities that were previously located in NCDOT right-of-way. All utility work would be performed by the NCDOT's construction contractor. Water and Sewer utility design was performed through the NCDOT on-call process and Davis-Martin-Powell & Associates Inc. performed this design at a cost of \$48,996. This project was scheduled for bidding on February 15, 2022 and construction could begin as early as April 2022. Staff is recommending approval of the Utility Construction Agreement with North Carolina Department of Transportation (NCDOT) in the amount of \$2,153,063.00.

Chairman Moore asked would the project consist of moving the existing utilities. Mr. Hicks replied that the utilities would be replaced and upgraded; and explained how that process would work.

Chairman Moore moved to forward this matter to the City Council with a favorable recommendation and place it on the December 20, 2021 City Council Finance Committee Consent Agenda for approval. Committee Member Jones made a second to the motion. Following a roll call vote by Chairman Moore, the motion carried by the following 3-0 unanimous vote:

Aye (3): Chairman Moore, Committee Member Peters, and Committee Member Jones

Absent (1): Committee Member Holmes

2021-525 Contract - WESCO Distribution, Inc. -- Montlieu Undergrounding Project - Material Purchase

City Council is requested to award a contract to WESCO Distribution, Inc. in the amount of \$1,562,612.66 for material purchases in conjunction with the Montlieu Undergrounding project that was previously approved by City Council.

Tyler Berrier, Electric Utilities Assistant Director reported that the Electric Department is procuring materials to be used on the Montlieu undergrounding project that was brought to council previously. The Purchasing Department solicited bids for decorative street lighting, conduit, vaults, switch pads and pull boxes to be used under this contract. These are all standard materials used regularly by the City of High Point Electric Utilities department. City Staff has reviewed the bid submittal and evaluated the information provided. The

Electric Department is recommending that the bid for these items be awarded to WESCO Distribution, Inc. in the amount of \$1,562,612.66.

Chairman Moore asked would this request complete the purchase of materials needed for the project. Mr. Berrier replied yes.

Chairman Moore moved to forward this matter to the City Council with a favorable recommendation and place it on the December 20, 2021 City Council Finance Committee Consent Agenda for approval. Committee Member Peters made a second to the motion. Following a roll call vote by Chairman Moore, the motion carried by the following 3-0 unanimous vote:

Aye (3): Chairman Moore, Committee Member Peters, and Committee Member Jones

Absent (1): Committee Member Holmes

2021-526 Contract - Tetra Tech, Inc. - Pro-Active Storm Debris Removal

City Council is requested to award a contract to Tetra Tech, Inc. for storm debris removal services in the event of any potential storms resulting in large quantities of vegetative debris.

Robby Stone, Public Services Deputy Director reported that the City of High Point is continuing to take a proactive stance for disaster recovery services. Contracts have been administered to provide clean-up, demolition, removal, reduction, and disposal of debris resulting from a natural or manmade disaster as directed by the City of High Point to eliminate immediate threats to the public health and safety. The Purchasing Department issued request for proposals for storm debris monitoring services on October 1, 2021. This contract would assure that a firm provides monitoring services to properly conduct and document debris removal when a storm event occurs. Proper monitoring and documentation can be submitted to FEMA for reimbursement. Funds for this project would be set up in a storm debris removal account as directed by Finance when the event occurs. Staff is recommending approval ac contract to Tetra Tech, Inc. for storm debris removal services.

Chairman Moore moved to forward this matter to the City Council with a favorable recommendation and place it on the December 20, 2021 City Council Finance Committee Consent Agenda for approval. Committee Member Jones made a second to the motion. Following a roll call vote by Chairman Moore, the motion carried by the following 3-0 unanimous vote:

Aye (3): Chairman Moore, Committee Member Peters, and Committee Member Jones

Absent (1): Committee Member Holmes

2021-527 License Agreement - Climavision Operating, LLC - Weather Equipment - Potts Avenue Water Tower

City Council is requested to approve a license agreement with Climavision Operating, LLC to install and maintain weather related equipment on the Potts Avenue water tower and authorize the appropriate city official to execute all necessary documents.

Eric Olmedo, Assistant City Manager reported that Council is requested to approve a license agreement with Climavision Operating, LLC to install and maintain weather related equipment on the Potts Avenue water tower. Climavision Operating, LLC is locating X band weather radar equipment in areas in order to provide greater weather radar data in areas where there have been gaps with traditional radar equipment. Climavision is seeking a ten-year license agreement to host the equipment on the Potts Avenue water tank, with the option to extend the term for an additional ten-year term. Climavision would be responsible for cost of maintenance and removal of the equipment and would perform an annual water tank inspection at the company's cost. The company would also provide X band radar data to the City through a mutually agreeable means at no cost. Staff is recommending the approval for the license agreement with Climavision Operating, LLC and authorize the appropriate city official to execute all necessary documents.

Chairman Moore moved to forward this matter to the City Council with a favorable recommendation and place it on the December 20, 2021 City Council Finance Committee Consent Agenda for approval. Committee Member Jones made a second to the motion. Following a roll call vote by Chairman Moore, the motion carried by the following 3-0 unanimous vote:

Aye (3): Chairman Moore, Committee Member Peters, and Committee Member Jones

Absent (1): Committee Member Holmes

2021-528 Resolution - Sale of City Owned Property - 1215 E. Green Drive

City Council is requested to adopt a resolution accepting the offer of \$7,000.00 and authorizing the sale of the property through the upset bid procedure of N.C.G.S. 160A-269 and direct the City Clerk to publish a public notice of the proposed sale in accordance with N.C.G.S. 160A-269.

Kim Thore, Right of Way Coordinator reported that Life Changing International Church offered a bid of \$7,000.00 for a City owned lot located at 1215 E. Green Drive, Parcel No. 174671. The property is approximately 6,534 square feet (0.15 acre) in size; and was received by the city from a tax foreclosure. Staff is recommending accepting the offer of \$7,000.00 and authorize the sale of the property through the upset bid procedure.

Committee Member Peters moved to forward this matter to the City Council with a favorable recommendation and place it on the December 20, 2021 City Council Finance Committee Consent Agenda for approval. Chairman Moore made a second to the motion. Following a roll call vote by Chairman Moore, the motion carried by the following 3-0 unanimous vote:

Aye (3): Chairman Moore, Committee Member Peters, and Committee Member Jones

Absent (1): Committee Member Holmes

2021-529 Authorize Issuance of Series 2021A CES Revenue Refunding Bonds

City Council is requested to approve the attached “Bond Order Authorizing The Sale And Issuance By The City Of High Point, North Carolina Of Not To Exceed \$21,000,000 Taxable Combined Enterprise System Revenue Refunding Bond, Series 2021A And A Subsequent Tax-Exempt Combined Enterprise System Revenue Refunding Bond And Authorizing The Execution And Delivery Of Certain Documents In Connection Therewith”.

Bobby Fitzjohn, Financial Services Director advised that items 2021-529 and 2021-530 would be a combined presentation; reported both said items were linked to the adopted resolution from the November 15, 2021 meeting of council; that these two matters were two different bonds and would require council to read and vote on separately at the December 6, 2021 meeting; that more information would be presented to council at the December 6, 2021 meeting; and that this was for information proposes only.

Chairman Moore voiced appreciation to staff for their hard work and efforts.

2021-530 Authorize Issuance of Series 2021B CES Revenue Refunding Bonds

City Council is requested to approve the attached “Bond Order Authorizing The Sale And Issuance By The City Of High Point, North Carolina Of Not To Exceed \$32,000,000 Taxable Combined Enterprise System Revenue Refunding Bond, Series 2021B And A Subsequent Tax-Exempt Combined Enterprise System Revenue Refunding Bond And Authorizing The Execution And Delivery Of Certain Documents In Connection Therewith”.

Note: This item was a combined presentation with item number 2021-230.

2021-531 Acknowledge Receipt - City of High Point Annual Comprehensive Financial Report 2021

City Council is requested to acknowledge receipt of the City of High Point Annual Comprehensive Financial Report for the Fiscal Year Ended June 30, 2021, and related required communications from the City’s auditors, Cherry Bekaert LLP.

Bobby Fitzjohn, Financial Services Director advised that the city’s auditors, Cherry Bekaert LLP, would be present at the December 6, 2021 meeting council to give a presentation on the City of High Point’s Annual Comprehensive Financial Report 2021; and that council would be requested to acknowledge receipt of the Report for the Fiscal Year that ended June 30, 2021, and related required communications from the City’s auditors.

ADJOURNMENT

There being no further business to come before the Finance Committee, Chairman Moore asked if there were any objections to adjourn the meeting. There being none, the meeting was adjourned at 4:23 p.m.

Respectfully Submitted,

Britt Moore, Chairman

Attest:

Mary S. Brooks, CMC
Deputy City Clerk

**APPOINTMENT OF CITY TRUSTEE FOR THE SEABOARD CHEMICAL
CORPORATION/RIVERDALE DRIVE LANDFILL ENVIRONMENTAL
REMEDATION TRUST FUND AGREEMENT**

In accordance with Section VI of the Seaboard Chemical Corporation/Riverdale Drive Landfill Environmental Remediation Trust Fund Agreement ("ERT"), the City of High Point ("City") hereby appoints as successor City Trustee:

Robby Stone ("Appointee")
Deputy Public Services Director
City of High Point
P.O. Box 230
High Point, NC 27261
(336) 883-3218
robby.stone@highpointnc.gov

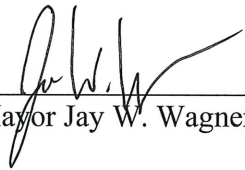
This appointment shall be effective upon receipt of the Appointee's Acceptance of Appointment by the City.

The successor City Trustee shall have all the rights, powers, duties, authority, and privileges as if initially named as City Trustee under the ERT. The City hereby executes and agrees to the terms of the Remedial Trust.

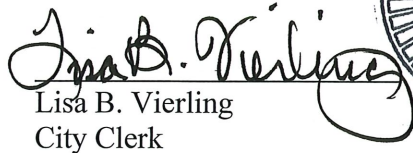
Adopted by the City Council this 20th day of December, 2021.

CITY OF HIGH POINT

By: _____


Mayor Jay W. Wagner

ATTEST:


Lisa B. Vierling
City Clerk

