

City of High Point

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



Meeting Agenda

Monday, December 3, 2012

4:45 PM

Council Chambers

Committee of the Whole

*Rebecca R. Smothers, Mayor
M. Christopher Whitley, Mayor Pro Tem
Latimer B. Alexander, IV, James Corey,
Foster Douglas, A.B. Henley, III,
Britt W. Moore, Michael D. Pugh,
Bernita Sims, M. Christopher Whitley*

ROLL CALL, PRAYER, PLEDGE OF ALLEGIANCE**PRESENTATION OF ITEMS****FINANCE COMMITTEE - Chaired by Council Member Alexander.
Committee Members Whitley, Smothers, Corey**

- [120311](#) Contract - Microsoft Enterprise Enrollment Agreement
Council is requested to authorize staff to enter into an agreement with Dell for the purchase of Microsoft products used by the City. This is a three-year contract with an annual cost of \$156,706.50.
- [120312](#) Supplemental Agreement - NCDOT - Intersection and Railroad Crossing Improvements
Council is requested to authorize staff to execute a Supplemental Agreement with the North Carolina Department of Transportation (NCDOT) for intersection and railroad crossing improvements on Hoskins Street at Gordon Street/Washington Street.

**PUBLIC SAFETY & COMMUNITY DEVELOPMENT COMMITTEE - Chaired
by Council Member Sims
Committee Members Alexander, Douglas, Corey****PLANNING, ECONOMIC DEVELOPMENT & INFORMATION TECHNOLOGY
COMMITTEE - Chaired by Mayor Pro Tem Whitley
Committee Members Sims, Henley, Moore****ANY OTHER NEW BUSINESS**

- [120313](#) Boards & Commissions - Reappointment - Planning & Zoning Commission - Cynthia Davis
Council Member Pugh is requesting that Council consider the reappointment of Cynthia Davis to the Planning and Zoning Commission as the Ward 3 representative. Appointment would be effective immediately and will expire July 1, 2015.

PUBLIC COMMENT PERIOD - 5:15 P.M.**APPROVAL OF THE MINUTES OF PREVIOUS MEETINGS**

- [120314](#) Approval of the following minutes:
Finance Committee Meeting held Monday, November 5th @ 3:30 p.m.
Combined Meeting held Monday, November 19th @ 4:45/5:30 p.m.
Planning, Econ Dev & IT Committee meeting held Tuesday, November 20th @ 9:00 a.m.

BOARDS AND COMMISSIONS VACANCY REPORT

[120229](#)

Boards and Commissions - Vacancies

Attached is the current list of vacancies for all Boards and Commissions.

ADJOURNMENT




November 27, 2012

MEMORANDUM

AGENDA ITEM

TO: Randy McCaslin
Assistant City Manager

FROM: Mark McDonald, P.E. 
Transportation Director

RE: Supplemental Agreement for Intersection and Railroad Crossing Improvements
Hoskins Street at Gordon Street / Washington Drive

Attached are three (3) original Supplemental Agreements received from the North Carolina Department of Transportation (NCDOT) regarding intersection and railroad crossing improvements on Hoskins Street at Gordon Street / Washington Street. This agreement is necessary because the original municipal agreement from February 2009 expired before Engineering Services completed the documentation package for project reimbursement.

The funding available from NCDOT has not changed from the 2009 agreement (up to \$110,000). Project expenses eligible for reimbursement total \$109,922.63.

I will be available at the Monday December 3 meeting to address questions from City Council regarding the project and the Supplemental Agreement. Please advise if additional information is desired.

Attachments

c	Paul Worley, CPM	Director, Engineering & Safety Branch, NCDOT Rail Division
	A.R. Thomas, P.E.	Crossing Safety Engineering Manager, NCDOT Rail Division
	J.M. Mills, P.E.	Division Engineer, NCDOT Division 7
	Pat Pate	Assistant City Manager
	Jeff Moore	Financial Services Director
	Keith Pugh, P.E.	Engineering Services Director
	File	

NORTH CAROLINA
GUILFORD COUNTY

NORTH CAROLINA DEPARTMENT
OF TRANSPORTATION

AND

CITY OF HIGH POINT

October 16, 2012

SUPPLEMENTAL AGREEMENT NO. 1
MUNICIPAL AGREEMENT

TIP: P-4701I

WBS: PE
CONST

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 CITY OF HIGH POINT, a local government entity, hereinafter referred to as the "Municipality"; and individually hereinafter referred to as "Party," and collectively, as "Parties."

WITNESSETH:

WHEREAS, the Department and Municipality entered into a Municipal Agreement (hereinafter referred to as "MA") on February 5, 2009 that agreed to allow certain traffic control improvements within the City of High Point. Said MA consisted of the installation of railroad-preempted traffic signals to include but not be limited to installation of pavement markings, signs, and the interconnection between warning devices and new highway traffic signals at the intersection of Hoskins and Washington Street/Gordon Street (adjacent to active highway-rail crossing warning devices) in Guilford County under Project P-4701I; and,

WHEREAS, the Municipality, in an effort to achieve more complex ARRA financial objectives on other projects and as a result of limited manpower, inadvertently overlooked the expiration of the contract terms due and failed to submit the final invoice for the subject Project in a timely manner; and,

WHEREAS, the Department has reviewed the justification for the overdue invoice and as a good faith effort determination has agreed to the reimbursement amount addressed in the original MA; and,

WHEREAS, the Department and Municipality in an effort to maintain and continue a good working relationship under this Project and future projects have agreed to negate the timeframe; and,

WHEREAS, the Parties hereto agree to supplement the aforementioned MA whereby the following provision(s) shall be amended and/or added; and,

NOW, THEREFORE, this Supplemental Agreement (hereinafter referred to as "SA") 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:

FUNDING

10. Subject to compliance by the Municipality with the provisions set forth in this Agreement, the Department agreed to participate in the cost of the installation of the pre-emptive traffic signals in an amount not to exceed \$110,000. A final itemized invoice listing all reimbursable Project costs has been submitted to the Department's Rail Division for review and payment by the Department to the Municipality.

(G) Submittal and Payment of Final Invoice

The Municipality has submitted to the Department all invoices associated with the Municipal Responsibilities and not previously submitted, together with such supporting documentation as will substantiate the billed amounts. Supporting documentation for invoices shall be in the form acceptable to the Department. The final invoice in the amount of \$109,922.63 will constitute a final bill for actual eligible costs, and the Department, after review and approval of the invoice and acceptable documentation from the Municipality, will pay the approved amount of said bill to the Municipality within sixty (60) days. All invoices associated with the completion of the Project have been submitted and are eligible for reimbursement by the Department up to and not to exceed \$110,000. Reimbursement to the Municipality is contingent upon approval of the final invoice by the Department's Rail Division, Office of Inspector General, and Financial Management Division. By submittal of each invoice, the Municipality certifies that it has adhered to all applicable state and federal laws and regulations as set forth in this Agreement.

The Department and Municipality agree that all work performed as addressed in the executed MA has been satisfactorily completed and accepted by both Parties. The Municipality understands and agrees that upon payment of the final invoice, this will conclude and close the MA from any further expenditure. If, in the event there is any remaining contract work under this TIP Project Number, said work expenses will not be eligible for reimbursement and shall become effective upon the execution of this SA between the Department and Municipality. The Municipality, at no expense or liability to the Department, shall be responsible for any remaining work that needs to be completed.

The Department and Municipality agree that all financial responsibilities from either Party for any completed portion of work have been satisfied as set out under the terms in the MA.

ADDITIONAL PROVISIONS

The following Provision is hereby added after Provision 19 as addressed in the MA.

20. ETHICS PROVISION

"By Executive Order 24, issued by Governor Perdue, and N.C.G.S. § 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, Cultural Resources, Environment and Natural Resources, Health and Human Services, Public Safety, Revenue, Transportation, and the Office of the Governor).

Except as hereinabove provided, the Agreement heretofore executed by the Department and Municipality on February 5, 2009, is ratified and affirmed as therein provided.

IT IS UNDERSTOOD AND AGREED that the approval of the Project by the Department is subject to the conditions of this Agreement and that no expenditure of funds on the part of the

Department will be made until the terms of this Agreement have been complied with on the part of the Municipality.

IN WITNESS WHEREOF, this Supplemental Agreement has been executed, in duplicate originals, the day and year set out, on the part of the Department, and Municipality by authority duly given.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this Agreement, you attest, for your entire organization and its employees or agents, that you are not aware that any gift in violation of N.C.G.S. § 133-32 and Executive Order 24 has been offered, accepted, or promised by any employees of your organization.

WITNESS

CITY OF HIGH POINT

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

SEAL

Approved by City Council of the City of High Point as attested to by the signature of

Clerk of the City Council, _____
(Date)

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

Municipal Finance Officer

FEDERAL IDENTIFICATION NUMBER
56-600031

City of High Point

MAILING ADDRESS

City of High Point
Post Office Box 230
High Point, NC 27261-0230

ATTN: High Point Department of Transportation

IN WITNESS WHEREOF, this Supplemental Agreement has been executed, in triplicate original, the day and year set out below, on the part of the Department and Municipality by authority duly given.

ATTEST

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

BY: _____

BY: _____

NAME: Sarah Mitchell

NAME: Paul C. Worley

TITLE: Secretary to Board of
Transportation

TITLE: Assistant Director for Engineering &
Safety, Rail Division

DATE: _____

DATE: _____

MAILING ADDRESS

North Carolina Department of Transportation
Rail Division, Engineering & Safety
1556 MSC
Raleigh, NC 27699-1556

ATTN: Drew Thomas, PE
Crossing Safety Engineering Manager

APPROVED BY BOARD OF TRANSPORTATION ITEM O:

(Date)

Information Technology Services

Steve Lingerfelt

DIRECTOR



Date: November 27, 2012

To: Pat Pate
Assistant City Manager

From: Steve Lingerfelt *SLC*
Director of Information Technology Services

Subject: Enterprise Agreement Purchase

The Department of ITS requests permission to purchase an enterprise agreement for Microsoft products used by the City of High Point. This agreement will cover all operating system and software upgrade costs for as long as the agreement is in effect. The three year contract cost to the city will be \$156,706.05 annually.

An enterprise agreement will provide a significant cost savings on the purchase price of software and operating systems during the three year term of the contract. The implementation of the Enterprise Agreement should also reduce the price of new computers purchased by the city by the cost of the operating system and application software installed. Several other benefits include windows and office application training, twenty four hour problem resolution support and an employee home use program.

The current pricing is utilizing the North Carolina state contract.

Cc: Jeff Moore
Finance Director



Dell Customer Confidential

Quotation

Tracy Shattp
Dell MS Licensing Specialist
Tracy_Shtto@dell.com
512-724-9164

Customer: City of High Point
Contact: Glenn Hasteadt
Customer#:
Phone: (336) 883-8550
Email: glenn.hasteadt@highpointnc.gov

Date: 11/12/2012
Quote Expires: 11/28/2012

State Contract Code 55ADK
NC Contract 208C

PLEASE SEE IMPORTANT TERMS AND CONDITIONS AT THE BOTTOM OF THIS QUOTATION

Product Description	EA PAYMENT 1 of 3 yr Agreement	Mfg#	Quantity	Unit Price	Ext. Price
OfficeProPlus ALNG SA MVL Pltfrm		269-12442	747	\$87.47	\$ 65,340.09
CoreCAL ALNG SA MVL Pltfrm UsrCAL		W06-01072	747	\$29.99	\$ 22,402.53
WinPro ALNG SA MVL Pltfrm wMDOP		FQC-03029	747	\$39.15	\$ 29,245.05
ExchgSvrStd ALNG SA MVL		312-02257	3	\$115.79	\$ 347.37
SQLSvrStdCore ALNG SA MVL 2Lic CoreLic		7NQ-00292	6	\$586.43	\$ 3,518.58
VSPremwMSDN ALNG SA MVL		9ED-00073	1	\$857.99	\$ 857.99
MapPoint Win32 ALNG SA MVL		B21-00364	1	\$44.98	\$ 44.98
VisioStd ALNG SA MVL		D86-01253	175	\$39.98	\$ 6,996.50
SharePointSvr ALNG SA MVL		H04-00268	1	\$805.51	\$ 805.51
WinSvrStd ALNG SA MVL 2Proc		P73-05898	16	\$144.94	\$ 2,319.04
SysCtrStd ALNG SA MVL 2Proc		T9L-00223	12	\$144.94	\$ 1,739.28
WinSvrDataCtr ALNG SASU MVL WinSvrStd 2Proc		P71-07281	14	\$1,498.57	\$ 20,979.98
SysCtrDatactr ALNG LicSAPk MVL 2Proc		T6L-00237	1	\$917.13	\$ 917.13
SysCtrDatactr ALNG SASU MVL SysCtrStd 2Proc		T6L-00315	2	\$581.43	\$ 1,162.86
SysCtrCitMgmtSte ALNG LicSAPk MVL PerUsr		MFF-00503	1	\$29.16	\$ 29.16

Total: First Annual Payment

\$ 156,706.05

Additional annual payments for years 2-3 to be determined per state contract Terms.

Notes:

Dell offers the following quote for the next year of City of High Point Microsoft Enterprise Enrollment Agreement. This quote will expire 11/28/2012; upon expiration of this quote, the following prices may no longer be valid. For customer's general information and budgeting purposes, Dell offers the following estimate for subsequent years of City of High Point Microsoft Enterprise Agreement. Prices for subsequent Enrollment years are not binding on Dell or City of High Point in any way and will be determined on the Enrollment anniversary date.

Customer must complete all required Microsoft enrollment documentation. The EA cannot be executed (processed at Microsoft) until both the complete documents and PO are received for the first annual payment.

Quote prepared by: Tracy Shatto

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|----|---|----|---|
| 1) | Customer's purchase is subject to the terms and conditions of the above referenced contract | 4) | All product descriptions and prices are based on latest information available and are subject to change within the terms of the above referenced contract. |
| 2) | Sales tax is based on the "ship to" address on your invoice. Please indicate your taxability status on your purchase order. If exempt, Customer must have an Exemption Certificate on file, including non-federal government customers. If you have a questions re: your tax status, please contact your inside sales representative listed above. | 5) | Unless specified otherwise in the above referenced contract, all prices are based on Net 30 terms. If not shown, shipping, handling, taxes and other fees will be added at the time of the order where applicable |
| 3) | Shipments to California for certain products, a State Environmental Fee of up to \$10 per item may be applied to your invoice. Prices do not reflect this fee unless noted. For more information, refer to www.dell.com/environmentalfee . This applies unless this provision is specifically excluded in the above referenced contract. | 6) | Customer understands and acknowledges that all warranties, representations and returns are subject to the manufacturer, publisher or distributor guidelines. |