City of High Point

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

Meeting Agenda

Monday, December 2, 2013

4:45 PM

Council Chambers

<u>City Council</u>

Bernita Sims, Mayor
Britt W. Moore, Mayor Pro Tem
James C. Davis, Foster L. Douglas
Jason P. Ewing, Jeffrey J. Golden,
Judith P. Mendenhall, Rebecca R. Smothers,
Jay W. Wagner

ROLL CALL, PRAYER, AND PLEDGE OF ALLEGIANCE

REGULAR MEETING ITEMS

FINANCE COMMITTEE - Mayor Pro Tem Moore, Chair
Committee Members: Wagner, Davis and Sims

(all were present)

130327 Contract - Bid No. 14 - Corrosion Inhibitor - Ward WTP
Approval of contract awarding Bid No. 14 for the extension of contract to Shannon Chemical Corporation for Corrosion Inhibitor for the Ward Water Treatment Plant. Purchasing and Public Services recommends this contract extension beginning January 1, 2014 - December 31, 2014 in the amount of $111,291.60 which is the lowest and responsive and responsible bidder meeting specifications.

130328 Contract - Bid No. 27 - Westside Wastewater Treatment Plant - Phase 3 Improvements
Approval of contract awarding Bid No. 27 for the Westside Wastewater Treatment Plant Phase 3 Improvements. Purchasing and the Public Services Department recommends that contract be awarded to Shook Construction Company in the amount of $24,911,200.00 which is the lowest responsive and responsible bidder meeting specifications.

130329 Capital Project Ordinance - Westside Revenue Bond Project
Adoption of a Capital Project Ordinance in the amount of $27,500,000.00 for the Westside Waste Water Treatment Plant Phase 3 Upgrade Project.

130330 Resolution - Issuance of Water & Sewer Revenue Bonds - Westside WWTP
Adoption of Resolution authorizing the issuance of up to $43,800,000 in new revenue bonds for the purposes of paying for continuing improvements to the Westside Waste Water Treatment Plant, incinerator replacement and emissions upgrade, water tank and water and sewer line extension and relocations.

130331 Contract - Professional Services - Kersey Valley Landfill
Approval of contract awarding bid for Professional Services for the design and contract administration of the design and construction of Phases 5A and 5B and the partial closure of Area 1 of the Kersey Valley Landfill. Purchasing and the Public Services Department recommends that contract be awarded to Smith Gardner, Inc. in the amount of $678,131.00 which is the lowest responsive and responsible bidder meeting specifications.

130332 Ordinance - Budget Amendment - COPS Grant
Council is requested to adopt an ordinance amending the 2013-2014

Budget Ordinance to appropriate funds in the amount of $50,000.00 for the Community Oriented Policing Services Grant (COPS). These funds are to be used for formal evaluation of the High Point Offender Focused Domestic Violence Initiative.

130333 Donation of Property - Carolina Income Properties - 214 N. Pendleton Street
Council is requested to authorize staff to execute documents necessary to accept a donation of property located at 214 N. Pendleton Street from Carolina Income Properties. The Technical Review Committee (TRC) has reviewed this property and approves the donation.

130334 Memorandum of Agreement - Regional Fair Housing Assessment
Council is requested to authorize the City Manager to execute a Memorandum of Agreement to allow the City to join with other recipients of HUD funds in the Piedmont Triad region to conduct a Regional Assessment of Fair Housing.

130340 Comprehensive Annual Financial Report - FY 2012-2013
Council is requested to acknowledge receipt of the Comprehensive Annual Financial Report for the Fiscal Year ended June 30, 2013.

130341 Council is requested to authorize the City Manager to execute a Revocable License Agreement between ShowPlace and the High Point Police Department for police training purposes.

COMPREHENSIVE PLANNING COMMITTEE - Council Member Smothers, Chair

130335 High Point University - Encroachment Agreement - East Farriss Avenue
Consideration of a right of way encroachment agreement and fence easement between the City of High Point and High Point University on a portion of East Farriss Avenue.

130336 Resolution Approving Changes in the State Highway System Streets
Adoption of resolution approving changes in state highway system streets within the corporate limits of the City of High Point, by deleting Montlieu Avenue from North College Drive to North Main Street, 1.37 miles known as SR 1471.

130342 Memorandum of Understanding - High Point University - Montlieu Avenue
Council is requested to authorize the City Manager to execute a Memorandum of Understanding between the City of High Point and High Point University regarding improvements along Montlieu Avenue.

BOARDS AND COMMISSIONS APPOINTMENTS AND VACANCY REPORT

130338 Boards and Commissions - Vacancy Report
Attached is the current list of vacancies for all Boards and Commissions.

PUBLIC COMMENT PERIOD - 5:15 P.M.

PUBLIC HEARINGS - 5:30 P.M.

FINANCE COMMITTEE - Mayor Pro Tem Moore, Chair

130337 Public Hearing - Issuance of Two-Thirds Bonds General Obligation Bonds

Monday, December 2, 2015 at 5:30 p.m. is the date and time established by the High Point City Council to receive public comments on the issuance of Two-Thirds Improvement Bonds. Following the public hearing, City Council is requested to approve the bond orders authorizing $3,365,000 Street and Sidewalk Improvements Bonds, $2,000,000 Parks and Recreation Facilities Bonds, $750,000 Firefighting Facilities Bonds as presented at the November 18, 2013 meeting.

APPROVAL OF THE MINUTES OF PREVIOUS MEETINGS

130339 Approval of the following Minutes

Finance Committee meeting held Monday, November 18th @ 4:00 p.m.

City Council Regular meeting held Monday, November 18th @ 4:45/5:30 p.m.

ADJOURNMENT

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "Memorandum") is made and entered into as of the 4 day of December, 2013, by and between HIGH POINT UNIVERSITY, a North Carolina nonprofit corporation ("HPU") and the CITY OF HIGH POINT, a North Carolina municipal corporation (the "CITY").

RECITALS:

A. HPU has presented growth and campus expansion plans requiring greater building set-back and other flexibility for improving portions of the adjoining campus property that it owns along both sides of Montlieu Avenue between North College Drive and North Centennial Street; and

B. HPU desires to fund, construct and improve said portions of Montlieu Avenue to possibly include but not limited to new pavement, sidewalks, street lighting, landscaping, and other campus enhancements, including investing in and constructing new and additional campus educational and other building improvements; and

C. The City believes it is in the best interest of HPU, the City, and the City's residents to help facilitate, endorse and support the growth and expansion plans of High Point's University as provided in this Memorandum.

NOW, THEREFORE, the parties hereby agree as follows:

1. The City Council will approve a resolution on December 2, 2013 asking the North Carolina Department of Transportation (NCDOT) to delete Montlieu Avenue between North College Drive and North Main Street from the State Highway System Plan.

2. The City provides the NCDOT District Engineer with the City Council's resolution requesting the deletion in paragraph 1 above in order to make the January 8/9, 2014 North Carolina Board of Transportation meeting agenda.

3. HPU agrees to proceed and commence with funding, constructing and improving said portions of Montlieu Avenue from North College Drive to North Centennial Street with enhancements to possibly include but not limited to new pavement, sidewalks, street lighting, landscaping, and related enhancements, including an appropriate City approved plan to close Barbee Avenue at the Montlieu Avenue intersection.

4. HPU and the City agree that the City will retain all necessary and appropriate water, sewer, electric and other utility easements.

5. The City and HPU agree that each party will use cooperative and timely efforts to expeditiously affect the purposes of this Memorandum, including but not limited to submitting, reviewing and approving any plans, encroachment or easement agreements that this Memorandum may require.

6. If the North Carolina Board of Transportation deletes the said requested portion of Montlieu Avenue from the State Highway System Plan, the City Council agrees that it will abandon and close the said portion of Montlieu Avenue from North College Drive to North Centennial Street no later than February 28, 2014.

7. HPU agrees to allow public traffic on the said portion of Montlieu Avenue until July 31, 2014, and to complete the improvements necessary to close Barbee Avenue at the Montlieu Avenue intersection by July 31, 2014.

8. The City will cooperate with HPU to rezone property that HPU owns south of Montlieu Avenue in such a manner as to allow HPU to build educational buildings and other facilities.

INDEMNIFICATION:

1. HPU shall indemnify, hold harmless and defend the City, its employees, agents and representatives, from and against any and all claims or damages directly or indirectly arising out of or resulting from or related to the terms of this Memorandum of Understanding and any actions taken pursuant thereto.

IN WITNESS WHEREOF, the parties have been authorized and have caused this Memorandum of Understanding to be executed under seal, as of the date and year first above written.

HIGH POINT UNIVERSITY

By: ____________________
Christopher H. Dudley
Chief of Staff

CITY OF HIGH POINT

By: Strib Boynton
Strib Boynton
City Manager

City of High Point

Strib Boynton
City Manager

North Carolina's International City™

Memo To: Mayor Sims and City Council Members

From: Strib Boynton

Date: November 26, 2013

Subject: Resolution Approving Changes Deleting a Portion of Montlieu Avenue from State Highway System Streets

Monday's Agenda includes City Council adoption of the attached Resolution asking the North Carolina Board of Transportation to delete Montlieu Avenue from North College Drive to North Main Street from State Highway System Streets.

The change is recommended to give High Point University greater flexibility to advance its plans to improve portions of the adjoining property that it owns along Montlieu Avenue between North College Drive and North Centennial Street. We will be reviewing additional related information with you during Monday's City Council meeting.

The change between North Centennial Street and North Main Street is recommended because that portion of Montlieu Avenue is a residential street.

Your approval of the attached Resolution is requested on Monday so we can meet the agenda requirements for the January 8/9, 2014 meeting of the North Carolina Board of Transportation.

Please call me at 906.5041 if you have any questions or if you desire any additional information in the meantime.

Many thanks,
Strib

City of High Point, P.O. Box 230, 211 South Hamilton Street, High Point, NC 27261 USA
Fax: 336.883.3052 Phone: 336.883.8556 TDD: 336.883.8517

RESOLUTION APPROVING CHANGES IN STATE HIGHWAY SYSTEM STREETS WITHIN THE CORPORATE LIMITS OF THE CITY OF HIGH POINT

WHEREAS, in reviewing the status of State Highway System Streets with officials of the North Carolina Department of Transportation, it has been determined that certain deletions should be made on the State Highway System Streets within the corporate limits of the City of High Point due to various changes in functionality and street connectivity;

WHEREAS, there are certain streets which should be deleted from the State Highway System Plan for state responsibility and maintenance, said streets being as shown on the attached list which are made a part hereof.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HIGH POINT:

That deletions in the State Highway System as shown on the attached list are hereby approved and are to become effective January 31, 2014, upon approval by the North Carolina Board of Transportation.

STATE ROADS TO BE DELETED FROM STATE HIGHWAY SYSTEM

Name	**SR#**	**From**	**To**	**Length**
Montlieu Avenue	1471	North College Drive	North Main Street	(mi) 1.37

I, Lisa B. Vierling, City Clerk of the City of High Point, do hereby certify the foregoing to be a true, current and exact of a resolution adopted by the City Council of the City of High Point at its regular meeting held on the 2nd of December 2013.

Witness my hand and corporate seal of the City of High Point, this the 2nd day of December 2013.

(SEAL)

Lisa B. Vierling, City Clerk

HIGH POINT CITY COUNCIL
REGULAR MEETING
COUNCIL CHAMBERS, HIGH POINT MUNICIPAL BUILDING
NOVEMBER 18 2013 – 4:45/5:30 P.M.

REGULAR MEETING ITEMS

Upon call of the roll, the following Council Members were present. Mayor Sims offered the invocation; the Pledge of Allegiance followed.

Mayor Bernita Sims, Mayor Pro Tem Britt Moore (At-Large), Council Member Rebecca Smothers (At-Large), Council Member Jeffrey Golden (Ward 1), Council Member Foster Douglas (Ward 2), Council Member Judy Mendenhall (Ward 3), Council Member Jay Wagner (Ward 4), Council Member James Davis (Ward 5), and Council Member Jason Ewing (Ward 6)

SPECIAL PRESENTATIONS

Workforce Development Update

Lillian Plummer, Staff Director for the Greensboro, High Point, Guilford County Workforce Development Board, was present and provided a brief update regarding the work of the Workforce Development Board. [a copy of the PowerPoint presentation will be incorporated in Exhibit Book, Volume XI, Page 4].

Following the presentation, Ms. Plummer acknowledged some board members that were present: Joan White, who is their former Chair and is now President of the NC Association of Workforce Boards; and Carl Robinson, who is on the Workforce Development Board Executive Committee and Chairman of their Youth Committee.

Carl Robinson appealed to the City Council for assistance in their quest to have the new administration in Raleigh understand what the Workforce Development Board does. They help facilitate the training so employers can have qualified and quality workers. They do this by working with Guilford Tech and other agencies to identify any shortcomings of individuals who need jobs and help train them. He shared that they would be making another trip to Raleigh next month with budget questions and other things to help them understand exactly what the purpose of the Workforce Development Board is and noted this was important because the Department of Commerce and Governor McCrory has appointed a committee to basically structure how they will operate in the future.

Council Member Smothers asked if it would be possible for them to get some additional information such as a resolution or other information that could be forwarded to the legislators and to petition the Department of Commerce. She then thanked them for their work in this capacity and commended Lillian Plummer for her efforts in helping High Pointers and others seeking jobs. Council Member Mendenhall shared that she and Ms. Plummer knew each other years ago when she was at the Chamber and they go back to the time they were at GTCC with the JobLink program. She, too, complimented Ms. Plummer on the outstanding job that she does.

Mayor Sims noted she has served for many years on the Workforce Development Board and enjoys a special relationship with them. She thanked Ms. Plummer, Ms. White and Mr. Robinson for coming and thanked them for the work they do.

FINANCE COMMITTEE - *Mayor Pro Tem Moore, Chair*
Committee Members: Wagner, Davis and Sims
(all were present)

Chairman Moore explained these matters were all discussed during a Finance Committee meeting held at 3:30 p.m. and all were being forwarded to the full Council with a favorable recommendation. He pointed out there were two additional items that came out of the Finance Committee (Non-Profit Agency Application Guideline Policy & Arts Council Challenge Grant) and both would require a suspension of the rules to be added to the agenda for consideration.

130303 Contract - Bid No. 02 - Restoration of the Lexington Avenue Elevated Tank

Approval of contract awarding Bid No. 02 for upgrades and restoration of the Lexington Avenue elevated tank. Purchasing and the Public Services Department recommends that contract be awarded to Caldwell Tanks, Inc., in the amount of $623,300.00 which is the lowest responsible and responsive bidder meeting specifications.

Attachments: Bid No. 02 - Lexington Avenue Elevated Tank Restoration

Approved contract with Caldwell Tanks, Inc. in the amount of $623,300.00 which is the lowest responsible and responsive bidder meeting specifications.

A motion was made by Mayor Pro Tem Moore, seconded by Council Member Smothers, that this Contract be approved. The motion PASSED by a 9-0 unanimous vote.

130304 Contract - Bid No. 25 - Reclosers

Approval of contract awarding Bid No. 25 for the purchase of ten (10) reclosers. Purchasing and the Electric Department recommends that contract be awarded to Lekson Associates, Inc. (G&W) in the amount of $169,960.00 which is the lowest responsible and responsive bidder meeting specifications.

Attachments: Bid No. 25 - Reclosers

Approved contract with Lekson Associates, Inc. (G & W) in the amount of $169,960.00 which is the lowest responsible and responsive bidder meeting specifications.

A motion was made by Mayor Pro Tem Moore, seconded by Council Member Smothers, that this Contract be approved. The motion PASSED by a 9-0 unanimous vote.

130305 Contract - Bid No. 32 - Circuit Switchers

Approval of contract awarding Bid No. 32 for the purchase of two (2) circuit switchers. Purchasing and the Electric Department recommends that contract be awarded to Chapman Company (S & C Electric) in the amount of $104,797.00 which is the lowest responsible and responsive bidder meeting specifications.

Attachments: Bid No. 32 - Circuit Switchers

Approved contract with Chapman Company (S & C Electric) in the amount of $104,797.00 which is the lowest responsible and responsive bidder meeting specifications.

A motion was made by Mayor Pro Tem Moore, seconded by Council Member Smothers, that this Contract be approved. The motion PASSED by a 9-0 unanimous vote.

130306 **Contract - Bid No. 29 - Incinerator Equipment Upgrade at Eastside Wastewater Treatment Plant**

Approval of contract awarding Bid No. 29 for the procurement of specialized air emissions equipment and repair of the Eastside Waste Water Treatment Plant incinerator. Purchasing and the Public Services Department recommends that contract be awarded to Infilco Degremont, Inc. in the amount of $7,784,900.00 which is the lowest responsible and responsive bidder meeting specifications.

Attachments: Bid No. 29 - Incinerator Repair and Upgrades

Approved contract with Infilco Degremont, Inc. in the amount of $7,784,900.00 which is the lowest responsible and responsive bidder meeting specifications.

A motion was made by Mayor Pro Tem Moore, seconded by Council Member Smothers, that this Contract be approved. The motion PASSED by a 9-0 unanimous vote.

130307 **Contract - Change Order Request - ALS of North Carolina, Inc.**

Council is requested to approve a change order in the amount of $145,000.00 to the ALS of North Carolina, Inc. contract for the traffic signal work at the intersection of Montlieu Avenue and Centennial Street.

Attachments: Change Order - Montlieu - Centennial Street Traffic Signal Installation

Approved change order in the amount of $145,000.00 to the ALS of North Carolina, Inc. contract for the traffic signal work at the intersection of Montlieu Avenue and Centennial Street.

A motion was made by Mayor Pro Tem Moore, seconded by Council Member Smothers, that this Contract be approved. The motion PASSED by a 9-0 unanimous vote.

130308 **Resolution - Lease-Purchase Financing - Bank of America Public Capital Corporation**

City Council is requested to authorize the City Manager and Financial Services Director to accept the financing proposal, to authorize the borrowing through adopting the "Resolution Approving Financing Terms for an Installment Contract with Bank of America Public Capital Corp," and to authorize the preparation and execution of the necessary documents in connection with the installment financing agreement for purchase of fire trucks and front-end loader.

Attachments: Lease Purchase Financing - Fire Trucks_Front End Loader

Adopted "Resolution Approving Financing Terms for an Installment Contract with Bank of America Public Capital Corp.," and authorized the City Manager and Finance Services Director to accept the financing proposal to authorize the borrowing and authorized the preparation and execution of the necessary documents in connection with the installment financing agreement for purchase of fire trucks and front-end loader.

A motion was made by Mayor Pro Tem Moore, seconded by Council Member Smothers, that this Resolution be adopted. The motion PASSED by a 9-0 unanimous vote.

Resolution No. 1348/13-71
Introduced 11/18/2013; Adopted 11/18/2013
Resolution Book, Volume XVIII, Page 71

130309 **Resolution - Local Government Commission - Proposed Issuance of Bonds**

City Council is requested to adopt "Resolution Making Certain Findings and Determinations and Authorizing the Filing of an Application with the Local Government Commission in Connection with the Proposed Issuance of Transportation Improvement Bonds, Parks and Recreation Improvement Bonds and Firefighting Facilities Bonds by the City of High Point, North Carolina; and establish the date of Monday, December 2, 2013 at 5:30 p.m. as required by state law on the issuance of the referenced 2/3 bonds.

Attachments: Resolution - Proposed Issuance of GO Bonds - LGC
Signed Bond Resolution and Statement of Debt

Adopted "Resolution Making Certain Findings and Determinations and Authorizing the Filing of an Application with the Local Government Commission in Connection with the Proposed Issuance of Transportation Improvement Bonds, Parks and Recreation Improvement Bonds and Firefighting Facilities Bonds by the City of High Point, North Carolina"; and established the date of Monday, December 2, 2013 at 5:30 p.m. to receive public comments as required by state law on the issuance of the referenced 2/3 bonds.

A motion was made by Mayor Pro Tem Moore, seconded by Council Member Smothers, that this Resolution be adopted. The motion PASSED by a 9-0 unanimous vote.

Resolution No. 1349/13-72
Introduced 11/18/2013; Adopted 11/18/2013
Resolution Book, Volume XVIII, Page 72

130310 **Resolution - North Carolina Department of Transportation - Home Furnishings Market Grant**

Council is requested to adopt a Resolution authorizing the City Manager to execute documents to enter into an agreement (FY14 Demonstration Grant Program) with the North Carolina Department of Transportation (NCDOT) in the amount of $1,200,000.00 for support of transportation activities for the bi-annual International Home Furnishings Market in High Point.

Attachments: Market Authority Grant Award - NCDOT

Adopted Resolution authorizing the City Manager to execute documents to enter into an agreement (FY'14 Demonstration Grant Program) with the North Carolina Department of Transportation (NCDOT) in the amount of $1,200,000.00 for support of transportation activities for the bi-annual International Home Furnishings Market in High Point.

A motion was made by Mayor Pro Tem Moore, seconded by Council Member Smothers, that this Resolution be adopted. The motion PASSED by a 9-0 unanimous vote.

Resolution No. 1350/13-73
Introduced 11/18/2013; Adopted 11/18/2013
Resolution Book, Volume XVIII, Page 73

130325 **ARTS COUNCIL CHALLENGE GRANT (CENTENNIAL STATION)**

Consideration of an Arts Council Challenge Grant in an amount up to $200,000 to assist in retiring the debt for the Arts Council's new home, Centennial Station.

Since this matter did not originally appear on today's agenda, **motion was made by Mayor Pro Tem Moore, seconded by Council Member Ewing to suspend the rules so it could be added to the agenda for consideration. The motion to suspend the rules carried unanimously.**

Chairman Moore mentioned that Council Member Wagner brought the proposal to Council for consideration and asked him to give a quick overview of the proposed challenge grant. Council Member Wagner explained this is a proposed $200,000 matching grant for the High Point Area Arts Council and it is essentially a challenge to the citizens of the City of High Point to come forward in an effort to help the Arts Council pay off the debt on their new Arts Center located at Centennial Station. He shared some positive aspects of the building (Centennial Station): they are making use of a building that needed to be readapted and reused; the building is in the downtown area where the Arts should be putting them in a position to contribute to the renewed vitality of the downtown, which is something that many have studied and wrestled with for a while. He noted that the IGNITE High Point plan includes a grand vision for the revitalization of the downtown and he felt the Arts are a big part of that. He shared that the Arts are also a big economic generator for cities. He believed that High Point citizens do support the Arts, but felt Council should as well because of the many other cultural things that Council supports (i.e. Library, Museum, etc...). He further explained that this is a challenge grant that challenges the Arts Council to go out and raise the money and makes provisions for the Council to match citizen contributions up to and including $200,000.

At this time, **Council Member Wagner moved that the City Council support the Arts Council Challenge Grant up to $200,000 based upon the proposed draft submitted. Council Member Mendenhall made a second to the motion.**

For further discussion, Chairman Moore felt it was important to keep in mind that as Council makes decisions regarding what services/programs will be supported/funded, everybody's interests are diverse and different and programs preferred by some, may not be preferred by others. He pointed out to keep in mind this is an important part of the bigger picture and hoped Council will consider this going forward.

Council Member Mendenhall shared that she has been a long-time supporter of the arts, and has chaired the Arts Council Board as well as chaired the fund drive in the past, but she voiced concerns because of all the requests the city has been getting throughout the year and Council's desire for it to be more structured, but she would support it. She agreed that everything that Council does in the community is not going to be for everybody. She mentioned $50,000 worth of grants that the Arts Council has applied for and stated she did have some reservations and felt the challenge grant should be restricted to monies raised from within the community, rather than grants, but she would not amend the motion to that effect.

Council Member Smothers sympathized with the predicament the Arts Council is in regarding the outstanding debt for the building, but her concern was that there has been no public appeal to raise the money. She did not feel that government is the first place these organizations should be going to and pointed out the citizens were paying for the funding three-fold (though Guilford County taxes, City of High Point taxes and private donations). She pointed out the greenway, parks and recreation facilities and amenities such as the library were all supported by public vote--by referendum. She did not think a matching dollar-for-dollar challenge would be the best way for them to raise the money needed.

Council Member Golden noted he would not be in favor of the challenge grant because some other non-profit organizations came to the City Council for funding, but were unsuccessful even though they shared that they would have to close their doors without the funding. He objected to the city trying to help a non-profit agency pay off their mortgage quicker. He also brought up the fact that Council did not see fit to approve funding for the R.C. Baldwin Museum even after they indicated that the funding was critical for them to keep their doors open.

Mayor Sims weighed in and felt this was like comparing apples to oranges in this particular case. She stated she does believe in the Arts Council and what it does. She noted she was not sure as far as it being all encompassing taking into consideration all arts funding and funding of the visual arts as well as the other arts, and strongly felt this is a conversation that should take place because there could not be a separation of the arts where one is determined more important than another. She pointed out the situation with the R.C. Baldwin Museum was a different issue because it was tied to their lack of a non-profit status although they did eventually get it corrected. She stated that she would support the motion because she felt that it is incumbent for the city to offer its support for this in order to be the single, most livable city in the United States of American although she knows people struggle with this and question the government's role and responsibility to these entities in the community. She strongly felt the city has an obligation to provide and enhance certain things that are available in the community.

Council Member Ewing stated that although he agreed with some of the statements that were made, he questioned how many non-profits in the city are essential for either public safety, public service or any purpose within the city. He agreed that the arts are certainly an economic driver, but did not agree with the city helping to pay off a mortgage debt and paying for "brick and mortar." He felt this would open up the doors for the many other non-profit agencies in the city to ask the city to do the same for them. He also pointed out that it is uncertain what the results will be of the Theatre Study Committee that is currently reviewing the Theatre. While Council Member Ewing questioned why more citizens have not given to the Arts Council and felt it shows a lack of support and if the citizens truly wanted to support it, they would have been on board in pledging more than what they have. He compared it to the pledges/money that the Duany study raised with private dollars this year, which showed there were many investors that supported that cause. He concluded his comments by stating in comparison to other cities that do have a home for their arts, a lot of these were driven by the city and mentioned that there has been a significant investment in Greensboro's GPAC, but they have identified exactly how it is going to be structured and it would be part of their city government.

Mayor Sims asked if there were any additional comments or questions regarding the motion. There being none, the motion FAILED by the following 4-5 vote:

Aye(4): Mayor Sims, Mayor Pro Tem Moore, Council Member Mendenhall, and Council Member Wagner

Nay(5): Council Member Davis, Council Member Douglas, Council Member Ewing, Council Member Golden, and Council Member Smothers

130326 **<u>NON-PROFIT AGENCY APPLICATION GUIDELINES</u>**

Consideration of a Non-Profit Agency Application Guidelines Policy that is being recommended by the Finance Committee.

Since this matter did not originally appear on today's agenda, **motion was made by Mayor Pro Tem Moore, seconded by Council Member Ewing to suspend the rules so it could be added to the agenda for consideration. The motion to suspend the rules carried unanimously.**

Chairman Moore explained this policy came about as a result of some issues and concerns that were voiced regarding the process the City currently uses in funding non-profit agencies. He noted that the Finance Committee and City staff was charged with drafting guidelines for consideration and he credited Council Member Davis with bringing the rough outline to them for consideration.

Council Member Mendenhall encouraged Council to talk about establishing priorities on an annual basis and also encouraged Council to see what is going on in the community to see if there is a particular focus of interest or if there are special priorities for consideration and felt this should be done timely enough so that those non-profits applying would be able to identify whether or not they meet that criteria. Council Member Smothers pointed out the timeline that is identified in the proposed is January 6, 2014 that the applications are made available to these organizations and suggested those priorities should be identified prior to the applications being made available. Council Member Mendenhall felt it is important if Council desires to get specific, then it should be done early on moving forward because of *the timing being so close. Council Member Smothers noted that Council has been concentrating on the list that the city manager has provided in the past which pretty much replicates what has been done before. She questioned several of the non-profits on the funding list and felt most of these were centered around arts/entertainment rather than PTAR and National Guard being more of a necessity type service.*

Mayor Sims believed there was still time to narrow down the focus in an effort to determine which direction Council would like to go. She suggested maybe it might be a natural fit to start with The City Project because of the various projects going on with it, then move towards some other priorities moving forward maybe to identify it through the budget process/discussions. Council Member Mendenhall agreed as Council discusses the budget in the upcoming months, that there will be areas that they might identify as good focus areas for the coming year.

Approved the Non-Profit Agency Application Guidelines as submitted.

A motion was made by Council Member Davis, seconded by Council Member Douglas, that the Non-Profit Agency Application Guidelines be approved as submitted to Council by the Finance Committee. The motion PASSED by a 9-0 unanimous vote.

PUBLIC HEARINGS - 5:30 P.M.

COMPREHENSIVE PLANNING COMMITTEE - *Council Member Smothers, Chair*

130311 **Ordinance - Annexation 13-04 - 350 South Land Holdings, LLC**

A request by 350 South Land Holdings, LLC to consider a voluntary non-contiguous annexation of approximately 1.54 acres, of the former Joe Drive right-of-way, lying approximately 1,750 feet north of Sandy Ridge Road.

Attachments: 01.Staff_Report_ ANX13-04

The joint public hearing for this matter and related matter **130312 Amendment to Zoning Case 12-11- 350 South Land Holdings, LLC** *was held on Monday, November 18, 2013 at 5:30 p.m.*

Herb Shannon of Planning & Development provided an overview of the staff report for Annexation Case 13-04. [the staff report will be incorporated in Legistar as a permanent part of these proceedings].

Following the presentation of the staff report, Chairwoman Smothers opened the public hearing and asked if there were any comments.

Tom Terrell, 529 W. Parkway Avenue, attorney representing 350 South, was present in support of the annexation request and was available to answer any questions.

There being no questions, Chairwoman Smothers asked if there were any additional comments. No one else was present to speak and the public hearing was declared closed.

Adopted Ordinance providing for the annexation of approximately 1.54 acres along the northern portion of the former Joe Drive right-of-way, lying approximately 1,750 feet north of Sandy Ridge Road with the annexation being effective upon adoption.

A motion was made by Council Member Smothers, seconded by Council Member Mendenhall, that this Ordinance be adopted. The motion PASSED by a 9-0 unanimous vote.

Ordinance No. 7014/13-46
Introduced 11/18/2013; Adopted 11/18/2013
Ordinance Book, Volume XVIII, Page 46

130312 **Amendment to Zoning Case 12-11 - 350 South Land Holdings, LLC**

A request by 350 South Land Holdings, LLC to amend Conditional Zoning Case 12-11 (CZ12-11) to:

a. Add approximately 1.54 acres, of the former Joe Drive right-of-way, lying approximately 1,750 feet north of Sandy Ridge Road.
b. Rezone approximately 1.54 acres from the Residential Single Family-40 (RS-40) District, within Guilford County's zoning jurisdiction, to an amended Planned Unit Development-Mixed (PDM) District.

Attachments: 02. Staff_Report_amendmentZ12-11_10-14-13

The joint public hearing for this matter and related matter **130311 Annexation Case 13-04-350 South Land Holdings, LLC** *was held on Monday, November 18, 2013 at 5:30 p.m.*

Herb Shannon of Planning & Development provided an overview of the staff report which is hereby attached in Legistar as a permanent part of these proceedings.

Chairwoman Smothers opened the public hearing after the presentation of the staff report and asked if there was anyone present who would like to offer comment.

Tom Terrell, 529 W. Parkway Avenue, attorney representing 350 South, was present in support of this request and was available to answer any questions.

There being no questions, Chairwoman Smothers asked if there were any additional comments. No one else was present to speak and the public hearing was declared closed.

Adopted Ordinance Amending "The City of High Point, North Carolina Development Ordinance," Pursuant to Section 9-3-12, Zoning Map Amendments, of the Development Ordinance based on consistency with the City's adopted plans. Additionally Council finds this action to be reasonable and in the public interest based on staff's statements in the Staff Analysis section of the staff report.

A motion was made by Council Member Smothers, seconded by Mayor Pro Tem Moore, that this Amendment to Zoning Case 12-11be adopted. The motion PASSED by a 9-0 unanimous vote.

Ordinance No. 7015/13-47
Introduced 11/18/2013; Adopted 11/18/2013
Ordinance Book, Volume XVIII, Page 47

130313 **Land Use Plan Amendment 13-01 - High Point University**

A request by High Point University to change the land use plan map for approximately 8.3 acres from Low Density Residential to an Institutional land use designation. The Planning and Development Department has amended the request to include an additional 0.5 acres. The site consists of a two (2) block area bounded by Montlieu Avenue, N. Centennial Street, Barbee Avenue and Fifth Street (private street).

Attachments: 03. LUPA13-01 & Z13-08 Staff Report

The joint public hearing for this matter and related matter **130314 Rezoning Case 13-08** *was held on Monday, November 18, 2013 at 5:30 p.m.*

Andy Piper of Planning and Development presented the staff report for Land Use Plan Amendment 13-01, which is hereby attached in Legistar as a permanent part of these proceedings.

Please refer to **130314 Rezoning Case 13-08** *for specific comments made at the joint public hearing.*

Adopted Resolution Amending the Land Use Plan for the High Point Planning Area by redesignating approximately 8.8 acres (Guilford County Tax Parcels 0190022 through 0190059) from Low-Density Residential to Institutional based on consistency with the City's Adopted Plans and staff's findings as identified in the staff report.

A motion was made by Council Member Smothers, seconded by Council Member Mendenhall, that this Land Use Plan Amendment be adopted. The motion PASSED by a 9-0 unanimous vote.

Resolution No. 1351/13-74
Introduced 11/18/2013; Adopted 11/18/2013
Resolution Book, Volume XVIII, Page 74

130314 **Ordinance - Rezoning Case 13-08 - High Point University**

A request by High Point University to rezone approximately 8.3 acres from the Residential Single Family-7 (RS-7) District to a Conditional Zoning Public & Institutional (CZ-PI) District. The site consists primarily of a two (2) block area bounded by Montlieu Avenue, N. Centennial Street, Barbee Avenue and Fifth Street (private street).

Attachments: 03. LUPA13-01 & Z13-08 Staff Report

The joint public hearing for this matter and related matter **130313 Land Use Plan Amendment 13-08** *was held on Monday, November 18, 2013 at 5:30 p.m.*

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

Following the presentation of the staff report, Chairwoman Smothers opened the public hearing and asked if there was anyone present who would like to comment regarding Rezoning Case 13-08.

Transcript of comments

***Chris Dudley**: Good evening. My name is Chris Dudley. I live at 1365 Trafalgar Drive in High Point and I'm the Chief of Staff at HPU. Mayor Sims and members of the Council, first I'd like to take an opportunity to tell you how grateful we are to you and to members of the city staff for working with us during this transformational period that's taking place in the life of HPU. You've helped to guide our thinking. The city staff has been incredibly helpful and has been a wonderful resource to us and has really provided you all and the city staff has really provided true leadership for our city. I think we can all agree that a strong High Point University is good for the City of High Point and a strong City of High Point is good for High Point University. University growth leads to more jobs, more visitors, more spending, more economic benefit, more community service, more community outreach, more cultural and athletic opportunities, more visibility, more branding for our city across the country and across the world. Currently the university's economic impact is approximately $500 million on our community. High Point continues to experience success and opportunities for growth and our admissions applications are well up over this time last year. The university has plans for new facilities to accommodate physician assistant studies, physical therapy, pharmacy, undergraduate science, more housing, more parking and hopefully down the road other significant projects that will bring great benefit to our city. The new health programs that I just mentioned will employ approximately 100 faculty and staff and enroll over 700 students, bringing new economic activity and benefit to our city as well as a multi-million dollar capital investment. Estimates right now show that investment being north of $100,000,000.*

Growth is not always without challenges and the university takes its responsibilities very seriously when it comes to being a good community partner and being responsive to our neighbors. We are not always perfect, but we do respect every citizen in our community and we always try to balance the needs of the university and the needs of our neighbors and the needs of the community. Currently there are only three logical areas for growth adjacent to campus. We own all the properties in these areas with the exception of five parcels. We've had multiple conversations with each of these home owners, but to date have been unable to an agreement on terms to purchase the property. The logical areas for growth that we're going to discuss tonight are areas between Montlieu Avenue, Centennial and Fifth Street, between Centennial and E. Farriss and Fifth Street, and along W. College from Lexington to E. Farriss. Tonight we'll be requesting that the city rezone this property and also abandon Willoubar and W. College. Each and every one of the issues we discuss tonight is critical if we are to move forward and build health sciences, pharmacy, undergraduate sciences, dorms and parking in our city. Without this rezoning and the closing of the streets, these projects will be very, very difficult to complete. I thank you in advance for considering these requests and I thank you for all you do to support and lead our city to a prosperous future. Thank you.

***Chairwoman Smothers**: Thank you, Mr. Dudley. Is there any questions of him at this time? [none] Is there anyone else who would like to speak?*

***Teresa Jackson**: Good evening. I'm Teresa Jackson and I reside at 1806 Danzler Drive in High Point. I have worked for Big Brothers, Big Sisters of the Central Piedmont for the past eight years and I can tell you that HPU's growth is not only good for the city's economy, but it is also great for our organization as well as other non-profits in our community. In 2005, Big Brothers, Big Sisters* *had 100 matches that involved HPU students as Bigs. Today, we have over 300 and growing. Our total of over 550 children that we served last year, 2/3 of them were served by HPU students volunteering as Big Brothers and Big Sisters. HPU students are incredible in volunteering their time to help with our underserved populations in our city. I am on campus every day, along with many children with Big Brothers, Big Sisters. HPU is always welcoming and encouraging to Big Brothers, Big Sisters children and their families. And they have sponsored and continue to have numerous events throughout the year for our families. It's absolutely wonderful. I am thankful every day for HPU's growth as it does help for Big Brothers, Big Sisters to serve more children in our community. And I can say that one of my joys in the job that I am blessed to do is being able to work with HPU students and to see the passion in those college students that want to get involved in our community, that want to give back and be a part of the High Point community. And, even more than that, is the joy that I get to see on the faces of the children who a lot of them live within several miles of HPU and they've never stepped foot on campus before, but because of our program and the partnership that we have with HPU and their students, these children get to go on campus. And to hear an elementary school student look around and say, Wow I want to go to challenge and Wow I want to go to HPU is just incredible. It's one of the highlights of my job. So I would just like to ask you to please join me tonight in voting for these requests so HPU can continue to grow because the children in our program are the ones that benefit from this support. Thank you.*

***Chairwoman Smothers**: Thank you, Ms. Jackson. Is there anyone else who would like to speak either for or against?*

***Adrian Wilson Middlebrook**: Good evening. My name is Adrian Wilson Middlebrook. I live at 803 E. Farris Avenue. My statement……Twenty three years ago, my husband and I chose to purchase our home on E. Farris Avenue partly because our children could walk to school. It was a quiet neighborhood. Mostly because we could afford it. At that time, High Point College showed no signs of transforming into the present day HPU. What sometimes feels like a ravenous behemoth stalking the neighborhood from behind its area enhancement gates. I submit in the past several years, HPU controls the community climate for residents. For instance, the number of access points to my home continues to dwindle every few years. Increasingly, the university atmosphere generates a perception that community residents are interlopers instead of neighbors. In my family's case, we did not choose to reside on or near a large university campus. However, recent actions taken by HPU continue to dictate that choice to us. For the record, I am unopposed to orderly expansion and growth on a good-faith basis. I support the university's efforts to achieve its success. I understand fully the neighborhood structure must change; however, I must acknowledge a lack of opportunities HPU has devoted to engage us-the community residents-in a meaningful dialogue about its future plans.*

None-the-less I think it is totally unreasonable. It's an unreasonable expectation for me to sacrifice the right to live in a stable, residential environment in order to accommodate frenzied land grabbing. University officials advocate for future growth without concrete expansion plans while seeking amended restrictions on zoning requirements from the city. Clearly HPU is willing to destroy the residential integrity of this community with marginal benefit to property owners. Residents affected by these plans are taxpaying citizens who demand and deserve respect from the city. Our homes are more than just faceless, nameless, single-family parcels destined for acquisition and demolition to satisfy HPU's need to grow. Just like it's blaring, 24/7 lighting, HPU has a moral responsibility to illuminate the city and the community about its expansion plans and to provide specific details about the effects on property values related to its rezoning requests and develop better methods to engage and inform its neighbors on a regular basis. For the record, the university officials have not made an offer to discuss purchasing my property, nor have I approached them. Thank you. [applause]

***Chairwoman Smothers**: Thank you, Ms. Middlebrook.*

***Ron Guerra**: Good evening, Madam Mayor, City Manager, the rest of the Council. My name is Ron Guerra. I am Director of Construction/Renovation for HPU and I'm going to speak directly to this case that is before you now. Herb did an excellent job of presenting what we're trying to do as far as rezoning this particular area. Some of the properties have come to us without us engaging the buyers in trying to buy their properties. For example, I got an email from something that happened today. A realtor contacted me about three properties that they want to see if we have an interest in purchasing. This happens all the time, where we get requests to see if we have an interest in buying properties and some of the requests have come from that area there and we've been able to reach a mutually acceptable price and so we've closed. There were comments that were made at the Planning & Zoning hearing and just now as you heard Ms. Middlebrook. And some that we've taken very, very much to heart. When we had our neighborhood meeting regarding these rezonings, we have a lot of our information on the website. It talks about what we plan to do, activities and so forth. However, when I did bring that up, a gentleman very politely reminded me that he was an older gentleman and did not have a computer and that was a great statement. I mean it really lit up a bulb in my mind and I said, well sir you've got a very good point and I'd like to take that back to the university to see that we can speak with our communications department so that we can keep neighbors more informed about what the university is doing. We have regular meetings with the city staff as they can attest to regarding our plans. They're held every month on a Wednesday at 10:30. We discuss our plans. There have been comments made as to why we don't have a Master Plan. Any one of them can come up and tell you that we will come up with a plan, show certain things and then the next month it's completely changed. We are driven by the needs of the university-not necessarily where we're going to place things. I think you've heard me before up here talk about that. At some point, we may have needs for academic buildings, for restaurants, etc… You know, this is a numbers game, enrollment plans a lot in what we build. So we'll definitely look for the needs, then try like a puzzle piece because of the landlocked situation to fit what we need on the land that we are buying. So as Herb said, this is what we're trying to do to rezoning this area. I know it is outside the University Area Plan. We have built previously parking areas which I can show you pictures of that are very, very much enhanced. You cannot tell that there's a parking lot behind there. If you would like to see pictures, I can show you that if that's what we decide to build there. So with that, I'd like to see if you have any questions for me that I may be able to answer.*

***Mayor Sims**: I have a couple. You just made a statement a few minutes ago that talks about your plans being very fluid, which is part of the problem because they are fluid. When we first embarked on this journey with the growth of HPU, one of the things at that point in time, to me that was very problematic, was the growth of the university and the neighborhood or the community not knowing where that growth was going. So we thought we had put that puppy to bed when we talked about the University Area Plan, where you were going, what you thought you might want to do. We didn't lock you into it; we just wanted some kind of idea. So when you talk about the fluidity of your plan at this point, that, again, becomes problematic because we talk in this proposal about it being parking, but there's no assurance that that's what is going to happen. So the neighbors in that community-and it is a community to them-and I understand what the university wants to do and I have agreed as this growth has happened, I'm okay with that. But I think that we really need to go back and revisit what that growth plan looks like because I don't think it's fair to the community to purchase and then tell. I think that we need to know, once you started that process across Montlieu, we needed to have a conversation about what we thought that was going to be and if it was parking, then let's talk parking. But if there are other plans that the university has, I think its incumbent upon you to share so that individuals don't get blindsided by whatever comes along. I think it's very important that you be open and honest in the discussion that you have regarding what that growth is going to look like because it is transitioning and changing the entire landscape of a community. It's not as if there are abandoned houses, abandoned manufacturing facilities, abandoned anything-they are people. Actual bodies, living in these properties. They may not be the owners, but they live there. So I just encourage you guys….you need to come back again and let's have a real conversation about what that growth looks like because all through this document I am reading that these are things that we didn't talk about.*

These are things that were not shared and if, in fact, that it's the case, then that's troublesome to me that we don't know where you're headed because I don't think anybody on this Council really knew what your plans were regarding that property on Montlieu. We talked about some things, but we didn't talk about that.

***Chairwoman Smothers**: Madam Mayor, if I may….you know we, of course, read the staff report and also the report from the Planning & Zoning Commission where this same issue was raised and I had communicated with Mr. Dudley about tomorrow….the Comprehensive Planning Committee will meet, and I think it's time for us to sit down and talk about what, logically, can be contained within a growth plan. It may not look like the old one did because they can identify capital needs and they can identify at least areas that these particular build-outs need to be in reasonable proximity. They don't know exactly where they'll be, but they will know and the community will realize what they are building toward. So I wonder, and this is just a personal kind of reaction from me, when we draw a very permanent line if we aren't to some degree putting both those that live in those areas and the university in a natural conflict over price. And, you know, people do need to have some prospects of what their future looks like. I totally agree. And they need to be able to make choices, but at the same time, I think we need to be realistic and challenge the university to identify what they see within a reasonable period of time, and it may not all work out just like that.*

***Mayor Sims**: And that's fine if it doesn't.*

***Ron Guerra**: If I may, please. I'd like to put the Council at rest. This is what we're applying for now. Obviously if we move to do anything else, we have to come before Council again and we have to present plans as to what we are going to do which means working with staff, going through the P & Z process again, and coming again to City Council. It's not like we're saying we don't know what we're going to do there and then all of a sudden there's a playground there or there's a huge building or what have you.*

***Chairwoman Smothers**: Ron, we understand all that, but there's a community that also wants to know what that snapshot is and that's why I'm saying tomorrow we'll have this discussion in more detail, probably just the beginning of the discussion because it'll have to come back to full Council even though the full Council is not on the Committee. So I think this is really discussion for another day, but certainly the concerns are right to be raised now, but the resolution is not going to be tonight.*

***Ron Guerra**: Right. I just wanted to, again, put the board at east. This is what's before you now and whatever we do later will come before you again. Are there any other questions for me, please? Thank you very much.*

***Chairwoman Smothers**: Is there anyone else who would like to speak now?*

***Anthony Belton**: Good evening. My name is Anthony Belton. I live at 2900 E. Kivett Drive. I am the Vice President for the Cedrow Resident's Association. I think it's unrealistic when we talk about the expansion of what we want to see as a vision for the city to be in opposition of an entity that's looking to expand that we were talking about expanding the city, especially when we don't have an opposition to support such as manufacturing to accompany that kind of expansion. So I'm definitely in support of what HPU wants to do. As far as their involvement in the community, I've been in partnership with HPU from our resident's association standpoint since 2009 when we first started doing National Night Out. HPU has supported all of our efforts. They've allowed us to use their shuttle buses to run tours to our community. We have about 170 houses within the Cedrow borders. Within that community we've been able to have those tours go over to the university. They supported us as far as t-shirts and hats and things that they bought for the National Night Out. That was for 2010, 2011 and 2012. This year for 2013, we actually had our National Night Out at HPU. We had over 2,000 attendees. I think it's a huge support for what we're trying to do for National*

Night Out. I think it allows quite a bit of the community to participate in a huge community function as well as see the kind of support that a large entity like HPU is bringing to such a small establishment such as our association. They've also given out tickets to our youth as far as basketball games. One of the high schools on Oakview actually had the panther go over and visit their school. So I definitely would like to support the enhancement that HPU is trying to do. I share the sentiment as far as being blindsided on exactly what might appear after we give the go ahead and we're kind of blindsided with what might show up. But that's going to be a little more transparent, then you definitely have my vote. I'd just like to speak on the part of their involvement with the community that quite a few neighborhoods and individuals have been able to benefit from that.

***Chairwoman Smothers**: Thank you, Mr. Belton. Is there anyone else who would like to speak?*

***Charity Belton**: Hi, my name is Charity Belton. I live at 226 Hobson Street and I am the President of the Washington Street Business Association and I'm here just to share some information about the support that HPU has provided the Washington Street Historic District. Several…..we have had our Unity Festival for the last four years. The very first year, HPU came out and provided transportation to our community and from the parking lot of Penn Griffin and throughout the community, they picked them up for those that did not have transportation and brought them to the Unity Festival. They did that for the first two years and then the second two years, they have participated by providing staff volunteers, student volunteers, as well as additional transportation. I'm also in support of them just helping out within the community as a whole in our district. They also are in partnership with the Hayden-Harmon Foundation on Washington Street. They have a non-profit management office on Washington Street at 613 E. Washington Street as well and those HPU students that are either graduates or current students, they are in that office and they have a monthly activity program at the new park that's on Washington Street. Also there's a Narcotics Anonymous program that's also on Washington Street that the non-profit management of HPU is a part of and has partnered with us as it relates to that. Also with the High Point Fine Art Guild, with the artists. So HPU has done a lot as far as being involved, but again I would like to add to that concern, please let us know. You know, we need to have community forums. Although we support you expanding within the community, but you cannot leave us blindsided. We need to have more community forums. So with that being said, let's meet outside of a planning commission, outside of a council meeting, outside of other meetings that are government related. And, last but not least, there is also the rich boy, rich girl prep, non-profit office, that's at 613 Washington Street. These are HPU students that are very involved. This last unity festival, which we are grateful for the city….the police department and the city as a whole and parks and recreation….there were some students that were just traveling through and walking in the community from HPU and at the last minute they decided to go ahead and volunteer, so they joined in at the last hour and volunteered for the whole day. So that is something to be said for the type of quality of students that we do get here at HPU and now they are on our permanent list to volunteer on a regular basis. So I just wanted to share our support as well as our concern to have community forums immediately upon any decisions that you have regarding our community. Thank you.*

***Chairwoman Smothers**: Thank you, Ms. Belton. Is there anyone else?*

***Charles Huff**: Thank you Ms. Smothers, Mayor Sims and Council. My name is Charles Huff. I live at 1474 St. Michael's Lane. I know many of you. Some of you may not remember me. I was born and raised here in High Point. I go all the way back to 1938 and I'm really here to do two things and I thank you for the opportunity to speak. First of all, I want to personally again endorse the comments I made to the newspaper that they kindly printed in which I wanted to thank this council and the city staff , city manager and all those involved for the wonderful that they have done in supporting HPU. As most of you know, I grew up here and went to schools here and am a graduate of HPU and very proud of what's happening. I also can have some sympathy with you in terms of the difficulties of dealing with such a dramatic organization. In one of my past lives, I was chairman of the City School Board for a city in Tennessee and I recognize how difficult it is sometimes to see the forest for the* *trees and I know how difficult it is sometimes to feel that the big picture is what we really need to look at. And the reason I wrote the letter is because I had heard that some of our wonderful friends in the Triad were seeking desperately to attract this new School of Pharmacy and Health Sciences. I sincerely felt that this was something that was really important, not only to our community, but to this area of the country. And as HPU has now done with attracting students throughout the world. As you can see when you go to the university and you see the flags that are flying from all the countries from around the world. I think their foresight in seeing that something like this was so desperately needed-not just for the City of High Point, but for improving health care in this country that we all right now are quite concerned about. And I think with the research that they're going to be doing in this facility to try to find better ways to deliver better health care and the fact that they have attracted some of the keenest minds in this country in the area of health sciences and in the area of pharmacy, that this will be possible. And just as all of us are so proud to take our visitors to the university as I always do and I know many of you do, to show how proud we are of such a wonderful facility that because of what they're now doing and planning in this new school, that we will see other dramatic changes take place. And as a listened to those that live within that community express their concerns, I can certainly understand the reason for that, just as the city has dealt with the dramatic growth of the furniture market. I can remember when there was just one building on Main Street and I also, however, realize that my own career has taken me to many parts of this country and almost without exception everywhere that I have been and they found out that I was from High Point, they would respond by saying, oh….the furniture market or oh yes, I've been there to buy furniture. But the amazing thing to me in the last six years when I have traveled and just this last couple of weeks, I returned from Sarasota, Florida where I had a chance to play some good golf in some warm weather and meet some new golfing friends….when they found out where I was from, guess what? They didn't mention the Furniture Market, they mentioned High Point University. And not only did one of them mention HPU, he said that he had been reading about it and had gone on the website and was simply blown away. He said I've got to come there and see that facility because it's sort of beyond belief. Is it really as good as they say it is? And, obviously, I responded, yes it's probably even better than they say it is. And he also said well the reason I went to look for that is because I have a very close friend whose son is a student there and they have just fallen in love, not only with the university, but with your city. And I had to say to them, well you should live there. And all of us who do live here and call this our home are so proud of the HPU. And really I'm proud of you for being able to do the things that I never did do. I had the opportunities to spend some time in city government and I chose not to do it because I just didn't have the nerve and the willingness to put up with the kind of things that you put up with and I just want to thank you very much for that and wish you God speed and I also want to say I'm all for HPU and thank you so much for your support.*

Chairwoman Smothers*: Thank you, Mr. Huff. Is there anyone else that would like to speak to the Land Use Plan or the rezoning case that's before us right now? Either for or against? If not, I'm going to close the public hearing on those two items. And I need to get some clarity from Herb.*

The Land Use Plan as well as the zoning, the university petitioned for a request that's 8.3 and you all have suggested 8.8 acres. Right?

Herb Shannon*: Yes.*

Chairwoman Smothers*:* **So I move that the request for the Land Use Plan amendment be approved for 8.8 acres as recommended by the staff based on the consistency with the staff report.**

Council Member Mendenhall*:* **Second.**

Mayor Sims*: I have a motion and a second. I just wanted to say and clarify to the university that I'm not opposing what you're doing, I'm just asking for a little bit more transparency in the process. We* *have an obligation not only to the university, but to our residents as well. So while I think the growth that you guys are doing is absolutely is fantastic and we all have bragging rights around HPU. I'm sure everybody that's sitting up here has at one point in time done that. I still believe that we have an obligation to our citizens to make sure that they understand what you are doing and they understand the decisions that we're making as we sit up here as this body. So I just wanted to make sure that you all understand that. Any other comments or questions regarding the motion? [none] Seeing none, all those in favor, signify by saying Aye. Aye. [all] Any opposed? [none] The motion passes. [9-0 vote.*

***Chairwoman Smothers**:* **The next motion will be in regards to Zoning Case 13-08 and that is….I move that the request by HPU to rezone 8.3 acres from Residential Single-Family RS-7 to CZ-PI be approved based on the findings of fact in the staff report and including the conditions offered by the university.**

***Council Member Mendenhall**:* **Second.**

***Mayor Sims**: I have a motion and a second to approve Rezoning Case 13-08. Any additional comments or questions concerning the motion or this rezoning? Seeing none, all those in favor, signify by saying Aye. Aye. [all] Any opposed? [none] Motion passes. [9-0 vote]*

[end of transcript]

Adopted Ordinance providing for the rezoning of this property from the Residential Single Family-7 (RS-7) District to a Conditional Zoning Public & Institutional (CZ-PI) District based on consistency with the City's adopted plans. Additionally, Council finds this action to be reasonable and in the public interest by adopting the statements in the Staff Analysis section of the staff report.

Note: Since the site is outside the growth areas identified in the University Area Plan, the Planning & Zoning Commission desired that the City Council specifically note for emphasis a statement from page 5 of 8 in the staff report under Consistency with Adopted Plans: "If additional expansion of the campus outside these growth areas are anticipated by the University, then the City Council's policies, established in the University Area Plan, to protect the surrounding established neighborhoods will become irrelevant. Such action will lead to the further decline of these neighborhoods and its housing."

A motion was made by Council Member Smothers, seconded by Council Member Mendenhall, that this Ordinance be adopted. The motion PASSED by a 9-0 unanimous vote.

Ordinance No. 7016/13-48
Introduced 11/18/2013; Adopted 11/18/2013
Ordinance Book, Volume XVIII, Page 48

130315 **Resolution - Street Abandonment 13-19 - High Point University**

A request by High Point University to abandon Willoubar Terrace, an improved right-of-way lying approximately 490 feet east of N. Centennial Street, between Montlieu Avenue and Barbee Avenue.

Attachments: 04. Staff Report SA13-19

The public hearing for this matter was held on Monday, November 18, 2013 at 5:30 p.m.

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

Following the presentation of the staff report, Chairwoman Smothers opened the public hearing and asked if there was anyone present who would like to comment.

Ron Guerra, Director of Construction, High Point University, 833 Montlieu Avenue, spoke in favor of this street abandonment case and announced his availability to answer any questions.

Chairwoman Smothers asked if the public safety issues raised at the Planning & Zoning Commission meeting had been addressed and she was advised that it had been addressed. She then asked if there were any additional questions/comments. There being none, the public hearing was closed.

Adopted Resolution authorizing the abandonment of Willoubar Terrace, an improved right-of-way lying approximately 490 feet east of N. Centennial Street, between Montlieu Avenue and Barbee Avenue based on staff's findings as identified in the staff report and with the retention of the utility easement.

A motion was made by Council Member Smothers, seconded by Council Member Mendenhall, that this Resolution be adopted. The motion PASSED by a 9-0 unanimous vote.

Resolution No. 1352/13-75
Introduced 11/18/2013; Adopted 11/18/2013
Resolution Book, Volume XVIII, Page 75

130316 **Land Use Plan Amendment 13-02 - High Point University**

A request by High Point University to change the land use plan map for approximately 6.3 acres from Low Density Residential to an Institutional land use designation. The Planning and Development Department has amended the request to include an additional 0.7 acres. The site consists of a one (1) block area bounded by E. Farriss Avenue, N. Centennial Street, Willoubar Terrace (private street) and Fifth Street (private street).

Attachments: 05. LUPA13-02 & Z11-03 Amendment Staff Report

The joint public hearing for this matter and related matter **130317 Amendment to Zoning Case 11-03** *was held on Monday, November 18, 2013 at 5:30 p.m.*

Note: For specific comments made at the public hearing regarding this matter, please refer to **130317 Amendment to Zoning Case 11-03.**

Andy Piper of the Planning and Development Department provided an overview of the staff report for Land Use Plan Amendment 13-02, which is hereby attached in Legistar as a permanent part of these proceedings.

Adopted Resolution Amending the Land Use Plan for the High Point Planning Area by redesignating approximately 7 acres (Guilford County Tax Parcels 0190072 through 0190089) from Low-Density Residential to Institutional based on consistency with the City's Adopted Plans and the findings/statements as identified in the staff report.
A motion was made by Council Member Smothers, seconded by Council Member Mendenhall, that Land Use Plan Amendment 13-02 be adopted. The motion PASSED by a 9-0 unanimous vote.

Resolution No. 1353/13-76
Introduced 11/18/2013; Adopted 11/18/2013
Resolution Book, Volume XVIII, Page 76

130317 **Amendment to Zoning Case 11-03 - High Point University**

A request by High Point University to amend Conditional Zoning Case 11-03 (CZ11-03) to:

a. Add approximately 6.3 acres and rezone the additional land area from the Residential Single Family-7 (RS-7) District to a Conditional Zoning Public & Institutional (CZ-PI) District. The land area to be added to CZ11-03 consists primarily of a one (1) block area bounded by E. Farriss Avenue, N. Centennial Street, Willoubar Terrace (private street) and Fifth Street (private street).

b. Amend conditions of Conditional Zoning Ordinance CZ11-03 pertaining to lighting, building setback, fencing and vehicular access.

Attachments: 05. LUPA13-02 & Z11-03 Amendment Staff Report

The joint public hearing for this matter and related matter 130316 Land Use Plan Amendment 13-02 on Monday, November 18, 2013 at 5:30 p.m.

Herb Shannon of Planning and Development provided an overview of the staff report, which is hereby attached as a permanent part of these proceedings. He pointed out that the Planning & Zoning Commission recommended approval of this request as submitted by the applicant and noted their approval did not include the staff's suggestion that the condition regarding the parking lot remain.

Following the presentation of the staff report, Chairwoman Smothers opened the public hearing and asked if there was anyone present to comment.

Ron Guerra, Director of Construction at High Point University, 833 Montlieu Avenue, spoke in favor of the request. He addressed the situation with the parking lot and shared some photos of regular parking areas, perimeter parking areas and pointed out the cars are barely visible due to the topography, their signature fence and landscaping. He explained the university's reasoning for removing this condition was because of the way that they treat parking.

Mayor Pro Tem Moore felt there has always been a misconception in the public's eye regarding the university's signature fences and asked Mr. Guerra to quickly address this.

Mr. Guerra explained that it is basically a demarcation of where their campus ends and gives a presence of entering a university area. He noted that the fences are not to keep the public out and explained that the HPU campus is open to anyone until 10:00 p.m.

Chris Dudley, Chief of Staff at High Point University, added that the fencing is not a new concept and pointed out many other colleges and universities around the country have similar fencing, including

Wake Forest University. He shared that the fence is not new to a transformed HPU that began in 2005, and noted a fence was put up at the corner of N. College and Montlieu and has been there for a long time and since the university found it to be appealing, they have extended this type fencing to other areas as well. He encouraged the public to come and check out HPU and reiterated it is not their intent to restrict anyone from coming in during daylight hours.

In regards to the revision that staff recommended, Council Member Ewing asked if this poses any challenge that HPU currently has for the property. Mr. Guerra explained the university would like to maintain maximum flexibility as to placement for parking, buildings, etc....

Chairwoman Smothers asked if there were any additional comments. There being none, the public hearing was declared closed.

Adopted Ordinance Amending "The City of High Point, North Carolina Development Ordinance," Pursuant to Section 9-3-12, Zoning Map Amendments, of the Development Ordinance based on consistency with the City's adopted Plans and adoption of the statements in the Staff Analysis section of the staff report.

A motion was made by Council Member Smothers, seconded by Council Member Wagner, that Amendment to Zoning Case 11-03 be adopted. The motion PASSED by a 9-0 unanimous vote.

Ordinance No. 7017/13-49
Introduced 11/18/2013; Adopted 11/18/2013
Ordinance Book, Volume XVIII, Page 49

130318 **Ordinance - Rezoning Case 13-09 - High Point University**

A request by High Point University to rezone approximately 4.1 acres from the Residential Single Family-7 (RS-7) District to a Conditional Zoning Public & Institutional (CZ-PI) District. The site is lying along the west side of W. College Drive, between W. Lexington Avenue and the northern portion of E. Farriss Avenue.

Attachments: 06. Z13-09 Staff Report

The public hearing for this matter was held on Monday, November 18, 2013 at 5:30 p.m.

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

Following the presentation of the staff report, Chairwoman Smothers opened the public hearing and asked if there were any comments.

Ron Guerra, Director of Construction, High Point University, 833 Montlieu Avenue, spoke in favor of the request. He pointed out that there is one house on the map that the university does not own, but he happily reported that HPU has spoken with Mr. Mays on many occasions and that Mr. Mays let them know that he is content in living within a university campus.

Chairwoman Smothers asked if there was anyone else present who would like to offer comments.

Clayton Mays, owner of the property located at 1001 W. College, addressed Council. He shared some photographs of his house and noted that he would have some additional comments at the time Street Abandonment Case 13-21 is heard. He noted that the entire area has been acquired by the university with the exception of his property. He pointed out that the residential character of the street has already been seriously altered and suggested as far as future development goes; he suggested they retain as much acreage as possible for urban green space, retain the native shade trees, and get a hold on storm water management. He shared that big rain storms cause serious flooding issues on his property and at times both driveways are inundated with water where the curbs are not even visible. He felt it would behoove the Council as well as High Point University to be aware of those and come up with a resolution.

Chairwoman Smothers asked if there were any additional comments.

Martha Ward, 1001 W. College Drive, shared her concerns with Council. She started by giving a brief history about her unique historical home that was featured in Benjamin Briggs' 2008 book, The Architect of High Point, North Carolina, A History and Guide to the City's Churches and Public Buildings and describes the home as post World War II and an early example of modern High Point architecture. She shared that they value its history, uniqueness, location, warmth and charm and they wanted to save it from the wrecking bar. She noted a city's uniqueness is directly measured by a city's ability of foresight to value, respect and support the notion that not all buildings need to be bulldozed down. She believed that High Point leaders have never even asked HPU for any plans. In closing, Ms. Ward requested another FEMA flood plan review as it relates to the severe flooding that plagues the W. College and Farriss area as the last study was done in 2007. She explained the culvert is too small to carry rushing and accumulating storm water downstream and this needed to be addressed as well as the creation of a retention pond just north of her home between W. College and Fifth Street. In her opinion, she felt the street closing should not be approved in this his area until there is safer storm water controls in place. She suggested the city and HPU work together as a team on this challenging matter to get it resolved.

Chairwoman Smothers asked if there was anyone else who would like to comment. There being no further comments, the public hearing was closed. She informed Ms. Ward that any activity on the property regarding rezoning and reuse adjacent to her property would require HPU to have a storm water management plan, so some of these concerns would be addressed.

Adopted Ordinance providing for the rezoning of this property from the Residential Single Family-7 (RS-7) District to a Conditional Zoning Public & Institutional (CZ-PI) District based on consistency with the City's adopted plans and adoption of the statements in the Staff Analysis section of the staff report.

A motion was made by Council Member Smothers, seconded by Mayor Pro Tem Moore, that this Ordinance be adopted. The motion PASSED by a 9-0 unanimous vote.

Ordinance No. 7018/13-50
Introduced 11/18/2013; Adopted 11/18/2013
Ordinance Book,, Volume XVIII, Page 50

130319 **<u>Resolution - Street Abandonment Case 13-21 - High Point University</u>**

A request by High Point University to abandon that portion of W. College Drive, an improved right-of-way, lying between W. Lexington Avenue and Panther Drive (private street).

Attachments: 07. Staff Report SA13-21

The public hearing for this matter was held on Monday, November 18, 2013 at 5:30 p.m.

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

Following the presentation of the staff report, Chairwoman Sims asked if there were any comments or questions.

Mayor Pro Tem Moore asked staff if this closure would affect the Mays in their ingress and egress. Mr. Shannon explained that would be part of the Council's determination and state law requires reasonable access. He pointed out this is a corner lot with a circular drive and they would still have access to their property from E. Farriss Avenue. Mayor Sims asked if it was known what the cost would be to the property owner to change their address and Mr. Shannon noted he did not have this information. Council Member Ewing inquired about the flooding on the property and asked when the last substantial flooding occurred on the property.

<u>Ron Guerra,</u> Director of Construction, High Point University, 833 Montlieu Avenue, explained they have never seen a storm of such proportion that would flood that area. He pointed out the property owner would be able to retain their services by keeping it open and he learned that they would not have to be readdressed and could keep their present address.

At this time, Chairwoman Smothers asked Dan Pritchett if he could comment regarding the flooding.

<u>Dan Pritchett</u>, Jamestown Engineering, 809 Arbordale Drive, High Point, informed Council that FEMA would be issuing new maps in the near future and explained the maps should be out this March on a preliminary basis for the city's review. Mr. Pritchett noted that he has had conversations with city staff regarding the flooding in this area and in it is his opinion that everything done thus far by the university has mitigated any effect the flooding may have.

Council Member Davis asked if it was the university's intention to continue using the street as a two-way street and if HPU has worked out an agreement with Mr. Mays. Mr. Guerra replied that they do intend to continue using the street as a two-way street and noted the university does not have a formal written agreement with Mr. Mays, but they have discussed it and they have an understanding that HPU does not intend to impede any of Mr. Mays' services and that Mr. Mays does not intend to block off his half of the street.

Chairwoman Smothers asked if there were any additional comments.

Martha Ward, 1001 W. College Drive, reiterated that they were not offered any plans, so they do not know what the university plans to do on the street and pointed out they do experience flooding which can happen during a very common storm. She noted there are times that they cannot even get out of their driveway due to the flooding and expressed concerns about additional flooding if the university puts in a parking lot due to the increase in impervious surface.

Clayton Mays, 1001 W. College Drive, noted that he had some serious reservations about the closing in general as well as specifically because when the reports came out the public access easement was not in the plan, so they expressed concerns about what would happen in the scheme of continuing to receive city services as it relates to big trucks, fire trucks, police cars, etc..... He noted that they learned at the Planning & Zoning Commission meeting that the city had negotiated a revision to the easement and he felt it would work. He suggested that Council be very careful about approving this and encouraged some oversight as to what happens. He noted he was not suggesting that this Council would do anything to thwart reuse of that street from Lexington or from E. Farriss, but noted eventually it could be blocked off by a future Council. Regarding the readdressing of his property, Mr. Mays stated he would not like to have a Panther Drive address and shared that he has lived in this home for 46 years and raised his family there so it holds a lifetime of memories.

Chairwoman Smothers asked if there were any additional comments or questions.

Mayor Sims inquired about the property owners responsibilities to the retained portion once the road is abandoned. Mr. Shannon explained it becomes the property owner's private property, subject to the retention of utility easements. City Manager Strib Boynton pointed out HPU would take care of the road in front of the house.

There being no further comments, the public hearing was closed.

Adopted Resolution abandoning that portion of W. College Drive, an improved right-of-way, lying between W. Lexington Avenue and Panther Drive (private street) based on reasonable access to the property with retention of the following easements: 1) The retention of a utility easement over the entire width and length of W. College Drive for all existing utility lines (water, sewer, electrical, gas, etc...); 2) The retention of a minimum 20-foot wide Greenway Easement over the existing Greenway trail where it crosses W. College Drive; and 3) The retention of a public access easement over the entire width and length of the southern portion of W. College Drive from the northern ROW line of E. Farriss Avenue/southern property line of 1001 W. College Drive to the southern ROW line of E. Farriss (approximately 210 feet).

A motion was made by Council Member Smothers, seconded by Council Member Mendenhall, that this Resolution be adopted. The motion PASSED by a 9-0 unanimous vote.

Resolution No. 1354/13-77
Introduced 11/18/2013; Adopted 11/18/2013

Resolution Book, Volume XVIII, Page 77

130320 **Resolution - Street Abandonment 13-17 - City of High Point**

A request by the Technical Review Committee to abandon the southern 245 feet of the Berkley Street right-of-way.

Attachments: 08. Staff Report SA13-17

The public hearing for **Street Abandonment Case 13-17** *was held on Monday, November 18, 2013 at 5:30 p.m.*

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

Following the presentation of the staff report, Chairwoman Smothers opened the public hearing and asked if there was anyone present who would like to offer comments. There being none, the public hearing was closed.

Adopted Resolution abandoning the southern 245 feet of the Berkley Street right-of-way based on the findings as identified in the staff report and retention of Duke Energy poles and lines and an electrical utility easement.

A motion was made by Council Member Smothers, seconded by Council Member Wagner, that this Resolution be adopted. The motion PASSED by a 9-0 unanimous vote.

Resolution No. 1355/13-78
Introduced 11/18/2013; Adopted 11/18/2013
Resolution Book, Volume XVIII, Page 78

130321 **Resolution - Street Abandonment 13-18 - City of High Point**

A request by the Technical Review Committee to abandon the eastern 285 feet of Ogden Court, a partially improved right-of-way lying approximately 50 feet south of Market Center Drive and east of Ogden Street.

Attachments: 09. Staff Report SA13-18

The public hearing for **Street Abandonment Case 13-18** *was held on Monday, November 18, 2013 at 5:30 p.m.*

Herb Shannon of Planning and Development provided an overview of the staff report which is hereby attached as a permanent part of these proceedings. [This abandonment request removes the city's and the public's interest; it does not remove any interest or encumbrances the railroad company has over this area.]

Chairwoman Smothers opened the floor for comments. There being none, the public hearing was closed.

Adopted Resolution abandoning the eastern 285 feet of Ogden Court, a partially improved right-of-way lying approximately 50 feet south of Market Center Drive and east of Ogden Street based on staff's findings as identified in the staff report.

A motion was made by Council Member Smothers, seconded by Council Member Wagner, that this Resolution be adopted. The motion PASSED by a 9-0 unanimous vote.

Resolution No. 1356/13-79
Introduced 11/18/2013; Adopted 11/18/2013
Resolution Book, Volume XVIII, Page 79

BOARDS AND COMMISSIONS APPOINTMENTS AND VACANCY REPORT

130322 **Housing Authority Board of Commissioners - Reappointment - Ed Squires**

Council is requested to confirm the reappointment of Ed Squires to the High Point Housing Authority Board of Commissioners. Reappointment is effective immediately and will expire December 22, 2018.

Attachments: Reappointment Ed Squires

Approved the reappointment of Ed Squires to the High Point Housing Authority Board of Commissioners.

A motion was made by Mayor Sims, seconded by Mayor Pro Tem Moore, that this reappointment be approved. The motion PASSED by a 9-0 unanimous vote.

130323 Boards and Commissions - Vacancy Report

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

Attachments: Vacancy Report

This information is attached for informational purposes only. No action is required on this item.

APPROVAL OF THE MINUTES OF PREVIOUS MEETINGS

130324 **Approval of the following Minutes**

- Finance Committee meeting held Monday, November 4th @ 4:00 p.m.
- City Council Regular meeting held Monday, November 4th @ 4:45/5:30 p.m.
- City Manager’s Briefing held Thursday, November 7th @ 9:00 a.m.

Approved the preceding minutes as submitted with the corrections to the November 7, 2013 Manager's Briefing Session Minutes as suggested by Council Members Smothers and Mendenhall.

A motion was made by Mayor Pro Tem Moore, seconded by Council Member Smothers, that the preceding minutes be approved. The motion PASSED by a 9-0 unanimous vote.

Additional Comments

Veteran's Day Parade

Mayor Pro Tem Moore reported that the Veteran's Day Parade was very successful and well attended and hoped Thanksgiving would be special for everyone.

City Manager Strib Boynton pointed out the effort to purchase the flags flying on Main Street was led by former Council Member Latimer Alexander and asked those seeing him to thank him for his efforts.

ADJOURNMENT

There being no further business to come before Council, the meeting adjourned at 7:40 p.m. upon motion duly made and seconded.

Respectfully Submitted,

____
Bernita Sims, Mayor

Attest:

____
Lisa B. Vierling, MMC
City Clerk

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

PAT MCCRORY
GOVERNOR

1507 MAIL SERVICE CENTER
RALEIGH, N.C. 27699-1507

ANTHONY J. TATA
SECRETARY

January 13, 2014

The Honorable Bernita Sims
Mayor, City of High Point
P. O. Box 230
High Point, North Carolina 27261-0230

Dear Mayor Sims:

This will acknowledge receipt of official notification that your City Council approved a certain change in the State Highway System within the corporate limits of High Point. This Resolution was forwarded to us by Division Engineer J. M Mills.

On January 9, 2014, the Board of Transportation approved the requested deletions to the State Highway System. A copy of our BOT Agenda Item P is attached. **Please provide a copy to the party who prepares the City's 2014 Powell Bill Map.**

Sincerely,

Stephanie D. Benson

Stephanie D. Benson
Powell Bill Program Manager

Attachments

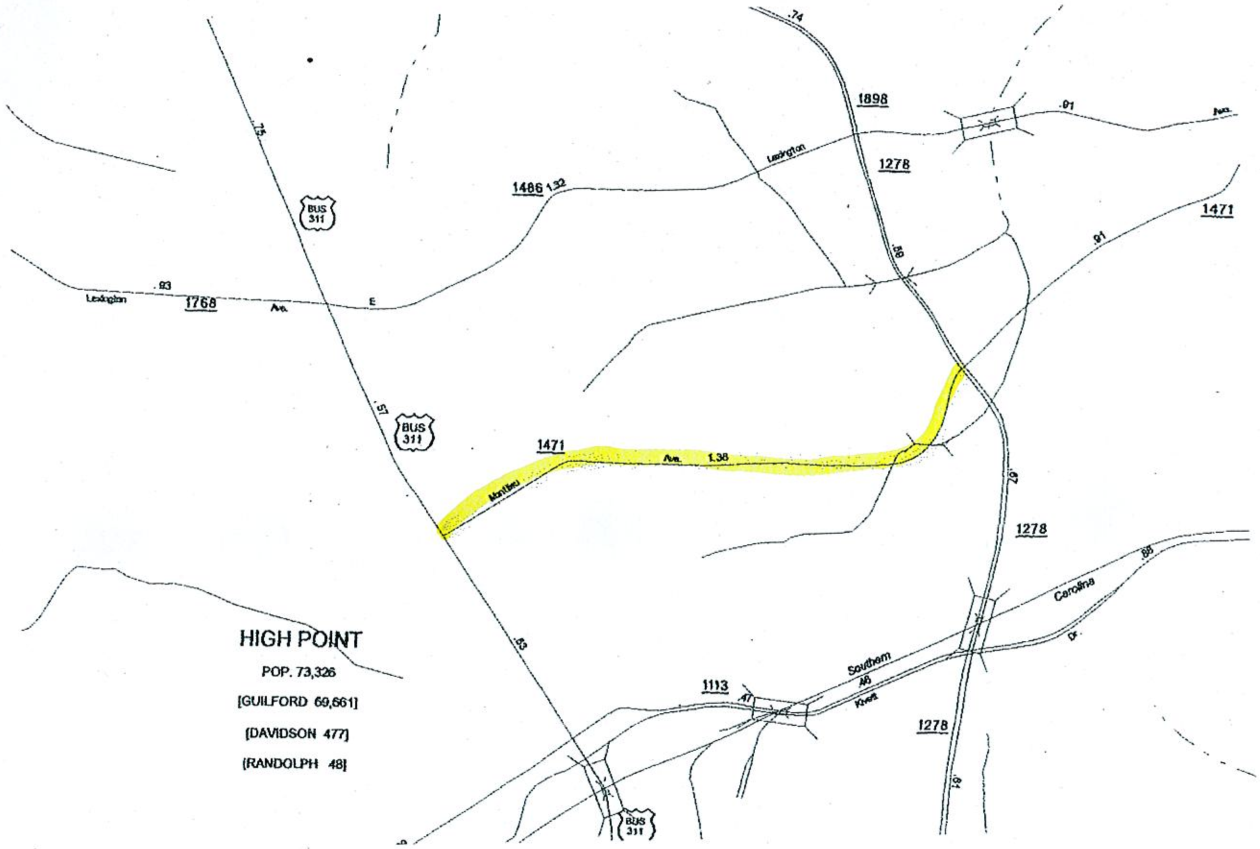
cc: Lisa Vierling, City Clerk
J. M. Mills, Division 7 Engineer
Darrell Ferguson, District 2 Engineer

NCDOT January 2014 Board of Transportation Agenda

Approval of Municipal Street System Changes

Deletions from the State Highway System

Division	County	Municipality	Road	Termini	Length
7	Guilford	High Point	SR 1471	To delete (SR 1471) Montlieu Ave	1.37



HIGH POINT
POP. 73,326
[GUILFORD 69,661]
[DAVIDSON 477]
[RANDOLPH 48]
1898
1278
1486
1.32
Lexington
.91
Ave.
1471
.91
Lexington
.93
1768
Ave.
E
.75
.57
.53
BUS 311
1471
Montlieu
Ave.
1.38
1278
Carolina
Dr.
Southern
.46
Kivett
1113
.47
1278
.74

Financial Services

Jeffrey A. Moore, CPA
DIRECTOR

NORTH CAROLINA'S INTERNATIONAL CITY™

MEMORANDUM

November 25, 2013

MEMO TO: Strib Boynton, City Manager

FROM: Jeffrey A. Moore, Financial Services Director JAM

SUBJECT: Council Agenda Item – Capital Project Ordinance for Westside Revenue Bond Project

As part of the requirements of NC law governing the issuance of revenue bonds, City Council is required to adopt capital project ordinances for the tracking and expenditure of the underlying bond projects. The attached Capital Project Ordinance will establish the necessary budgets for the Westside WWTP Phase 3 Upgrade revenue bond project in the Water and Sewer Capital Projects Fund.

Accounting	Internal Audit	Purchasing	Treasury Services
336.883.3240	336.883.3122	336.883.3219	336.883.3230

City of High Point, P.O. Box 230, 211 South Hamilton Street, High Point, NC 27261 USA
Fax: 336.883.8572 Phone: 336.883.3237 TDD 336.883.8517

"A CAPITAL PROJECT ORDINANCE AMENDMENT OF THE CITY OF HIGH POINT, NORTH CAROLINA FOR THE WESTSIDE WASTEWATER TREATMENT PLANT PHASE 3 UPGRADE PROJECT

Be it ordained by the City Council of the City of High Point, North Carolina, that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following Capital Project Ordinance is hereby adopted:

Section 1. The Project is the upgrade of the Westside Wastewater Treatment Plant. The Project will serve the citizens and sewer customers of the City of High Point. The Project will be paid by proceeds from water and sewer revenue bonds.

Section 2. The following additional revenue is available to the City of High Point:

Revenue Bond Proceeds	$ 27,500,000

Section 3. The following additional amounts are appropriated for the Project:

Infrastructure Improvements	$ 27,500,000

Section 4. The Financial Services Director is hereby directed to maintain a Capital Project with sufficient detail accounting records to allow compliance with G.S. 159-28 Budgetary accounting for appropriations.

Section 5. Copies of this capital project ordinance amendment shall be made available for the City Manager and the Budget and Performance Manager for direction in carrying out this project."

Adopted this 2nd day of December, 2013

NORTH CAROLINA'S INTERNATIONAL CITY™

MEMORANDUM

DATE: **November 22, 2013**

TO: Randy McCaslin, Assistant City Manager

FROM: Michael E. McNair, Director

SUBJECT: Memorandum of Agreement, Regional Fair Housing Assessment

The City of High Point is required to prepare an Assessment of Fair Housing (AFH) at least every five years. HUD grant recipients must undertake this assessment in keeping with their obligation to 'affirmatively further fair housing' (AFFH). Draft HUD rules published in the Federal Register on July 19, 2013, (FR-5173) encourage and allow local jurisdictions to join together to prepare a Regional Assessment of Fair Housing, thereby achieving economies of scale and addressing fair housing issues within the housing market. Participants will include the City of High Point, the City of Burlington, the City of Greensboro and the Surry County HOME Consortium. Under the terms of the agreement, the City of High Point will serve as the lead entity with administrative services provided by the Piedmont Triad Regional Council.

Next steps will include selection of a consultant to conduct necessary activities needed to analyze fair housing issues and provide a complete AFH to HUD, including fair housing goals. In order to maximize citizen participation, a series of meetings involving the public, stakeholders and Council briefings will be conducted to provide and gather information. The draft AFH will be available for public comment and reviewed with Council prior to submission to HUD. The AFH must be completed and submitted to HUD by October 1, 2014 for their review and approval. HUD will review each AFH within 60 days of submission and either accept the AFH or explain why the AFH is incomplete and what the participant must do to have it accepted. The AFFH goals identified in the AFH must be used to inform the strategies and actions of the Consolidated Plan and the Annual Action Plan that will take effect July 1, 2015. Total costs for the AFH are not expected to exceed $90,000 with expenses shared among the participants based on the jurisdictions 2012 population and HUD funding received in 2013; High Point's share will be not exceed $20,000. The City's share will be sourced from existing HUD funds (HOME Administrative).

In order to meet this requirement in a cost efficient manner, staff proposes that Council authorize the City Manager to execute the Memorandum of Agreement to allow the City to join with other recipients of HUD funds in the Piedmont Triad region to conduct a Regional Assessment of Fair Housing.

Attachments: Memorandum of Agreement, Regional Fair Housing Assessment

Memorandum of Agreement

Regional Fair Housing Assessment

WHEREAS the City of High Point, as a recipient of federal funds through the U.S. Department of Housing and Urban Development (HUD), is required to prepare an Assessment of Fair Housing (formerly known as an Analysis of Impediments to Fair Housing) , and

WHEREAS other recipients of HUD funds in the Piedmont Triad region, including the City of Burlington, the City of Greensboro and the Surry County HOME Consortium, are also required to prepare an Assessment of Fair Housing, and

WHEREAS draft HUD rules published in the Federal Register on July 19, 2013, (FR-5173) encourage and allow for local jurisdictions to join together to prepare a Regional Assessment of Fair Housing, thereby achieving economies of scale and addressing fair housing issues within the housing market,

NOW THEREFORE BE IT RESOLVED that the City of High Point enters into a Memorandum of Agreement (Attachment A), committing to participate with other jurisdictions in the Piedmont Triad region in a collaborative process to conduct a Regional Assessment of Fair Housing and to share costs associated with preparing a document that meets with HUD requirements, and

BE IT FURTHER RESOLVED that the City of High Point agrees to serve as 'lead entity' for the Regional Assessment of Fair Housing for purposes of administering relationships with HUD, the other participating local governments and parties that may be engaged to prepare the Regional Assessment of Fair Housing document.

BE IT FURTHER RESOLVED that the City of High Point City Council expressly authorizes the City Manager to execute any and all contracts necessary to carry out the responsibilities of the City as 'lead entity.'

Attachment A

MEMORANDUM OF AGREEMENT

PIEDMONT TRIAD REGIONAL ASSESSMENT OF FAIR HOUSING

Section 1: PURPOSE

This Memorandum of Agreement (MOA) sets forth the framework for local governments and allied agencies in the Piedmont Triad region to participate in conducting a Regional Assessment of Fair Housing (AFH), as allowed under Section 5.156 of the Code of Federal Regulations- FR-5173) and preparing AFH documents that will enable each participant to meet HUD Fair Housing requirements. This MOA defines the roles and responsibilities of each participant and provides a way for other local governments in the region to join in the Regional AFH in the future.

Section 2: LEAD ENTITY

Participants mutually agree that the City of High Point shall serve as the 'Lead Entity' for the purposes of administering the assessment process and managing communications with HUD. The Lead Entity will be responsible for the following duties:

a. To serve as primary point of contact for dealing with HUD, coordinating communication among participating local governments and allied participants,
b. To procure consultant(s) selected on behalf of the participants to prepare the AFH,
c. To contract with the consultant(s) selected to prepare the AFH,
d. To manage invoices and payments under the consultant contract,
e. To invoice participating local governments for their share of the cost,
f. To report to the Steering Committee on a quarterly basis and upon completion of all duties,
g. To submit the final AFH documents to HUD.

The Lead Entity will be compensated for performing these administrative duties from monies contributed by participating local governments, not to exceed ten percent of the total budget (described in Attachment B). As the Lead Entity, the City of High Point will engage Piedmont Triad Regional Council to provide administrative services.

Section 3: RESPONSIBILITIES OF PARTICIPATING LOCAL GOVERNMENTS

Each participating local government and its allied agencies shall be responsible for the following duties:

a. To select appropriate representatives to serve on a Steering Committee to guide the conduct of the Regional AFH,
b. To recommend individuals to serve on a Regional Fair Housing Advisory Committee and to assist in facilitating the work of this Committee,

c. To arrange for outreach to community-wide organizations involved in real estate, mortgage lending, housing management and neighborhood-based organizations and tenant-groups within the jurisdiction,
d. To give advice on the selection of consulting professionals to prepare the AFH,
e. To inform upon and review the scope of work to be included in contracts with the consultants,
f. To review and comment upon draft documents prepared by consultants,
g. To review and approve the final AFH document for submission to HUD,
h. To analyze fair housing issues and address those that are found within the local jurisdiction,
i. To use the Regional AFH to inform the jurisdiction's Consolidated Planning process and Annual Plans for HUD funding,
j. To carry out fair housing educational, promotional and referral activities within the jurisdiction, as required by HUD rules and detailed in the AFH,
k. To document and reporting fair housing activities as required by HUD rules,
l. To pay its share of costs associated with preparing the Regional AFH and administering the AFH process, according to the cost-sharing formula described in Attachment B.

Section 4: GOVERNANCE AND DECISION-MAKING BY STEERING COMMITTEE

Decisions concerning the Regional AFH shall be made by a Steering Committee, composed with one representative appointed by each participating local government. The Steering Committee will be co-chaired by a representative of the Lead Entity and one other representative selected by the participants.

The Steering Committee will operate by consensus principles, with the Chair and Co-chair determining when consensus decisions have been reached. If necessary, the Chair and Co-chair may ask for a vote to decide on matters on which consensus has not been achieved.

The Steering Committee shall have general oversight over the activities of the Lead Entity, but shall not be involved in day-to-day, routine administrative duties and decisions delegated to the Lead Entity.

Section 5: REGIONAL FAIR HOUSING ADVISORY COMMITTEE

A Regional Fair Housing Advisory Committee will be organized to contribute ideas and comments on the design, process and outputs of the Regional AFH. Each participating local government and allied agency may appoint up to five individuals to serve on the Advisory Committee, drawing from human relations commissions, elected officials, civic, professional and advocacy organizations with an interest in housing affairs. The Steering Committee shall arrange for convening and orienting the Advisory Committee, but the Advisory Committee may determine its ground rules, structure and arrangements for internal communications and future meetings.

Section 6: PROVISION FOR OTHER PARTICIPANTS TO JOIN

Any local government or allied agency in the Piedmont Triad region seeking to participate in the Regional Assessment of Fair Housing may join in this Memorandum of Understanding upon acceptance by a majority of the initial participants as of January 1, 2014. Provisions for new participants to share costs and other duties shall be established by the Steering Committee.

Section 7: EFFECTIVE PERIOD OF PARTNERSHIP

The partnership among participating jurisdictions that is described and detailed in this Memorandum of Agreement shall begin on January 1, 2014 and expire on December 31, 2014. Participants may extend the partnership with the approval of their governing boards. Any participant may withdraw from this understanding upon written notice to the other participants, but will remain liable for its share of the costs incurred consistent with this Memorandum.

Section 8: COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

Participants in this Memorandum shall each be responsible for complying with all applicable local, state and federal laws and regulations. Nothing in this Memorandum alters the existing statutory authority of any participant under state or federal law. If any of the provisions of this Memorandum are held to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Section 9: MODIFICATIONS AND AMENDMENTS

This Memorandum can be modified or amended through mutual written agreement among the participants.

SIGNATORIES:

The undersigned individuals hereby execute this Memorandum of Agreement on behalf of their respective local governments and agencies and as authorized by their governing bodies.

City of Burlington

By: ______________________________
, City Manager

ATTEST:

BY: ______________________________
, City Clerk

City of Greensboro

By: ______________________________
, City Manager

ATTEST:

BY: ______________________________
, City Clerk

City of High Point

By: ______________________________
Strib Boynton, City Manager

ATTEST:

BY: ______________________________
Lisa B. Vierling, City Clerk

Surry County (for the Surry County HOME Consortium)

By: ______________________________
,

ATTEST:

BY: ______________________________
, rk

Attachment B

BUDGET

Professional Services Contract		$ 81,000
Administrative Services (Lead Entity)		9,000
	Subtotal	$ 90,000

Notes:

a) Budget total is to establish a 'not to exceed' cost. Actual cost may be lower, depending on consultant selected and details in the scope of work included in contract.

b) Participating local governments are responsible for outreach meeting arrangements and required legal notices within their jurisdictions, as required by each city's citizen participation plans.

c) Consultant contract may include other media placements

d) The Budget assumes that the Fair Housing Equity Assessment prepared by Sills Consulting for the Piedmont Together Regional Planning Project will serve as a foundation for the Regional AFH and be available to the Consultant selected to prepare the AFH.

Cost Sharing Formula:

Costs of preparing the Regional AFH shall be shared among participants, based roughly on the jurisdictions' 2012 population and HUD funding received in 2013.

City of Burlington	$10,000
City of Greensboro	45,000
City of High Point	20,000
Surry HOME Consortium	15,000
	$90,000

Memorandum of Agreement

Regional Fair Housing Assessment

WHEREAS the City of High Point, as a recipient of federal funds through the U.S. Department of Housing and Urban Development (HUD), is required to prepare an Assessment of Fair Housing (formerly known as an Analysis of Impediments to Fair Housing) , and

WHEREAS other recipients of HUD funds in the Piedmont Triad region, including the City of Burlington, the City of Greensboro and the Surry County HOME Consortium, are also required to prepare an Assessment of Fair Housing, and

WHEREAS draft HUD rules published in the Federal Register on July 19, 2013, (FR-5173) encourage and allow for local jurisdictions to join together to prepare a Regional Assessment of Fair Housing, thereby achieving economies of scale and addressing fair housing issues within the housing market,

NOW THEREFORE BE IT RESOLVED that the City of High Point enters into a Memorandum of Agreement (Attachment A), committing to participate with other jurisdictions in the Piedmont Triad region in a collaborative process to conduct a Regional Assessment of Fair Housing and to share costs associated with preparing a document that meets with HUD requirements, and

BE IT FURTHER RESOLVED that the City of High Point agrees to serve as 'lead entity' for the Regional Assessment of Fair Housing for purposes of administering relationships with HUD, the other participating local governments and parties that may be engaged to prepare the Regional Assessment of Fair Housing document.

BE IT FURTHER RESOLVED that the City of High Point City Council expressly authorizes the City Manager to execute any and all contracts necessary to carry out the responsibilities of the City as 'lead entity.'

Attachment A

MEMORANDUM OF AGREEMENT

PIEDMONT TRIAD REGIONAL ASSESSMENT OF FAIR HOUSING

Section 1: PURPOSE

This Memorandum of Agreement (MOA) sets forth the framework for local governments and allied agencies in the Piedmont Triad region to participate in conducting a Regional Assessment of Fair Housing (AFH), as allowed under Section 5.156 of the Code of Federal Regulations- FR-5173) and preparing AFH documents that will enable each participant to meet HUD Fair Housing requirements. This MOA defines the roles and responsibilities of each participant and provides a way for other local governments in the region to join in the Regional AFH in the future.

Section 2: LEAD ENTITY

Participants mutually agree that the City of High Point shall serve as the 'Lead Entity' for the purposes of administering the assessment process and managing communications with HUD. The Lead Entity will be responsible for the following duties:

a. To serve as primary point of contact for dealing with HUD, coordinating communication among participating local governments and allied participants,
b. To procure consultant(s) selected on behalf of the participants to prepare the AFH,
c. To contract with the consultant(s) selected to prepare the AFH,
d. To manage invoices and payments under the consultant contract,
e. To invoice participating local governments for their share of the cost,
f. To report to the Steering Committee on a quarterly basis and upon completion of all duties,
g. To submit the final AFH documents to HUD.

The Lead Entity will be compensated for performing these administrative duties from monies contributed by participating local governments, not to exceed ten percent of the total budget (described in Attachment B). As the Lead Entity, the City of High Point will engage Piedmont Triad Regional Council to provide administrative services.

Section 3: RESPONSIBILITIES OF PARTICIPATING LOCAL GOVERNMENTS

Each participating local government and its allied agencies shall be responsible for the following duties:

a. To select appropriate representatives to serve on a Steering Committee to guide the conduct of the Regional AFH,
b. To recommend individuals to serve on a Regional Fair Housing Advisory Committee and to assist in facilitating the work of this Committee,

c. To arrange for outreach to community-wide organizations involved in real estate, mortgage lending, housing management and neighborhood-based organizations and tenant-groups within the jurisdiction,
d. To give advice on the selection of consulting professionals to prepare the AFH,
e. To inform upon and review the scope of work to be included in contracts with the consultants,
f. To review and comment upon draft documents prepared by consultants,
g. To review and approve the final AFH document for submission to HUD,
h. To analyze fair housing issues and address those that are found within the local jurisdiction,
i. To use the Regional AFH to inform the jurisdiction's Consolidated Planning process and Annual Plans for HUD funding,
j. To carry out fair housing educational, promotional and referral activities within the jurisdiction, as required by HUD rules and detailed in the AFH,
k. To document and reporting fair housing activities as required by HUD rules,
l. To pay its share of costs associated with preparing the Regional AFH and administering the AFH process, according to the cost-sharing formula described in Attachment B.

Section 4: GOVERNANCE AND DECISION-MAKING BY STEERING COMMITTEE

Decisions concerning the Regional AFH shall be made by a Steering Committee, composed with one representative appointed by each participating local government. The Steering Committee will be co-chaired by a representative of the Lead Entity and one other representative selected by the participants.

The Steering Committee will operate by consensus principles, with the Chair and Co-chair determining when consensus decisions have been reached. If necessary, the Chair and Co-chair may ask for a vote to decide on matters on which consensus has not been achieved.

The Steering Committee shall have general oversight over the activities of the Lead Entity, but shall not be involved in day-to-day, routine administrative duties and decisions delegated to the Lead Entity.

Section 5: REGIONAL FAIR HOUSING ADVISORY COMMITTEE

A Regional Fair Housing Advisory Committee will be organized to contribute ideas and comments on the design, process and outputs of the Regional AFH. Each participating local government and allied agency may appoint up to five individuals to serve on the Advisory Committee, drawing from human relations commissions, elected officials, civic, professional and advocacy organizations with an interest in housing affairs. The Steering Committee shall arrange for convening and orienting the Advisory Committee, but the Advisory Committee may determine its ground rules, structure and arrangements for internal communications and future meetings.

Section 6: PROVISION FOR OTHER PARTICIPANTS TO JOIN

Any local government or allied agency in the Piedmont Triad region seeking to participate in the Regional Assessment of Fair Housing may join in this Memorandum of Understanding upon acceptance by a majority of the initial participants as of January 1, 2014. Provisions for new participants to share costs and other duties shall be established by the Steering Committee.

Section 7: EFFECTIVE PERIOD OF PARTNERSHIP

The partnership among participating jurisdictions that is described and detailed in this Memorandum of Agreement shall begin on January 1, 2014 and expire on December 31, 2014. Participants may extend the partnership with the approval of their governing boards. Any participant may withdraw from this understanding upon written notice to the other participants, but will remain liable for its share of the costs incurred consistent with this Memorandum.

Section 8: COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

Participants in this Memorandum shall each be responsible for complying with all applicable local, state and federal laws and regulations. Nothing in this Memorandum alters the existing statutory authority of any participant under state or federal law. If any of the provisions of this Memorandum are held to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Section 9: MODIFICATIONS AND AMENDMENTS

This Memorandum can be modified or amended through mutual written agreement among the participants.

Attachment B

BUDGET

Professional Services Contract		$ 81,000
Administrative Services (Lead Entity)		9,000
	Subtotal	$ 90,000

Notes:

a) Budget total is to establish a 'not to exceed' cost. Actual cost may be lower, depending on consultant selected and details in the scope of work included in contract.

b) Participating local governments are responsible for outreach meeting arrangements and required legal notices within their jurisdictions, as required by each city's citizen participation plans.

c) Consultant contract may include other media placements

d) The Budget assumes that the Fair Housing Equity Assessment prepared by Sills Consulting for the Piedmont Together Regional Planning Project will serve as a foundation for the Regional AFH and be available to the Consultant selected to prepare the AFH.

Cost Sharing Formula:

Costs of preparing the Regional AFH shall be shared among participants, based roughly on the jurisdictions' 2012 population and HUD funding received in 2013.

City of Burlington	$10,000
City of Greensboro	45,000
City of High Point	20,000
Surry HOME Consortium	15,000
	$90,000

RETURN TO: Randy McCaslin, Assistant City Manager
City of High Point
P.O. Box 230
High Point, NC 27261

NORTH CAROLINA

GUILFORD COUNTY

RIGHT OF WAY ENCROACHMENT AGREEMENT AND FENCE EASEMENT

THIS ENCROACHMENT AGREEMENT AND FENCE EASEMENT (Agreement) made this 2nd day of December, 2013, between **THE CITY OF HIGH POINT**, a municipal corporation existing under the laws of the State of North Carolina (the "City") and **HIGH POINT UNIVERSITY**, a North Carolina nonprofit corporation, (the "University").

W I T N E S S E T H

WHEREAS, the City owns the public right of ways known as N. Centennial Street, E. Farriss Ave., and a section of unimproved Fifth Street as shown on a map entitled "Plat No. 2, Sherwood Park" as recorded in Plat Book 11 Page 67 of the Guilford County Register of Deeds; and

WHEREAS, the City owns property lying between two 34-foot right of ways of the northern and southern margins of E. Farriss Ave., indicated as City Park on the above referenced "Plat No. 2, Sherwood Park", said City Park being transferred to the City of High Point in Deed Book 921 Page 518 of the Guilford County Register of Deeds; and

WHEREAS, the University desires, for its interest and convenience, to construct, maintain, and put in place a decorative fence and wall constructed of brick or metal, or a combination of the two materials, hereafter known as "Improvements", in said public right of ways, and in said City Park as described on attached Exhibits; and

WHEREAS, the University desires, for its interest and convenience, to construct, maintain, and put in place a Welcome Center and associated landscape islands, hereafter know as "Improvements", in said public right of way of the southern section of E. Farriss Avenue's 34-foot right of way as described on attached Exhibits; and

WHEREAS, the City under the terms and conditions herein set forth, is willing to allow the above described Improvements to be made, and allow the University to encroach upon the above-referenced City-owned right of ways, and grant an easement upon the above referenced City-owned park.

NOW, THEREFORE, in consideration of the promises and other good and valuable consideration, the receipt of which is hereby acknowledged, the University hereby covenants and agrees that:

1. The University is responsible for any and all expenditure of labor or materials required in the installation, erection, repair, maintenance or location of the above-referenced Improvements.

2. The University is responsible for any and all labor or expense, which results from any and all future maintenance and repair of such Improvements, and the removal or dismantling of the Improvements if and when the Improvements are removed.

3. The University is to be fully responsible for any and all property damage or injury to or death of any person which results from any and all negligence, omission, defect in design, maintenance or workmanship created by the University, its agents, employees, contractors or subcontractors in connection with the Improvements, or any cause of action arising out of the installation, maintenance, location, or existence of said Improvements or any other cause of action arising out of the planting, installation, maintenance, location, or existence of said Improvements (collectively, "Claims and Causes of Action").

4. The University agrees:

   (a) to hold the City, its officers, agents and employees harmless from any and all liability arising out of any such Claims and Causes of Action, and

   (b) to defend the City, its officers, agents and employees and pay all attorney fees in any and all actions brought as a result of such Claims and Causes of Action; and

   (c) indemnify the City, its officers, agents and employees against any and all loss sustained by reason of such Claims and Causes of Action.

5. The University, prior to construction of the Improvements, agrees to submit to the City detailed Construction Drawings and shall secure approval from the City of all permits required for the construction of the Improvements.

6. The University agrees to abide by all lawful statutes and ordinances governing installation of the Improvements as contemplated herein.

7. This Agreement shall not divest the City of any rights or interest in said rights of way or the City-owned Park.

8. The University shall contact "NC One Call Center" prior to excavation where and in the manner required by the NC One Call law.

9. This Agreement shall be binding upon and ensure to the benefit of all of the parties hereto and their heirs, personal representatives, grantees, successors, and assigns.

10. All matters relating to this Agreement shall be governed by laws of the State of North Carolina without regard to its choice of law provisions, and venue for any action related to the Agreement shall be Guilford County Superior Court or the United States District Court for the Middle District of North Carolina.

12. All notices required herein shall be deemed given by depositing such in the United States Mail, first class, and addressed as follows:

<u>If to City:</u>
City of High Point
Office of the City Manager
P.O. Box 230
High Point, NC 27261
Attn: City Manager

<u>If to University</u>
High Point University
Attn: Christopher H. Dudley, Chief of Staff
833 Montlieu Avenue
High Point, NC 27262

NOW, THEREFORE, the City, for and in consideration of these promises and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to the University, its successors and assigns, a revocable encroachment and easement for the Grantee's Improvements, as described in the attached Exhibits, for so long as the property and right of ways are not needed by the Grantor.

APPROVED AS TO FORM BY:

JoAnne Carlyle

JoAnne Carlyle, City Attorney

CITY OF HIGH POINT

By: Bernita Sims

Bernita Sims, Mayor

ATTEST:

Lisa B. Vierling

Lisa B. Vierling
City Clerk

SEAL

City of High Point North Carolina

NORTH CAROLINA
GUILFORD COUNTY

I, Cynthia C. Duncan-Smith, 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 she personally appeared before me this date; and, that by authority duly given, and as the act of the said City of High Point, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal, and attested by herself as its clerk.

Witness my hand and official seal this the 5th day of December, 2013.

My commission Expires: 1/18/2015

Cynthia C Duncan-Smith

Notary Public

CYNTHIA C. DUNCAN-SMITH
NOTARY PUBLIC
GUILFORD COUNTY, NC

CITY OF HIGH POINT AND HIGH POINT UNIVERSITY

FOR

ENCROACHMENTS

WITHIN

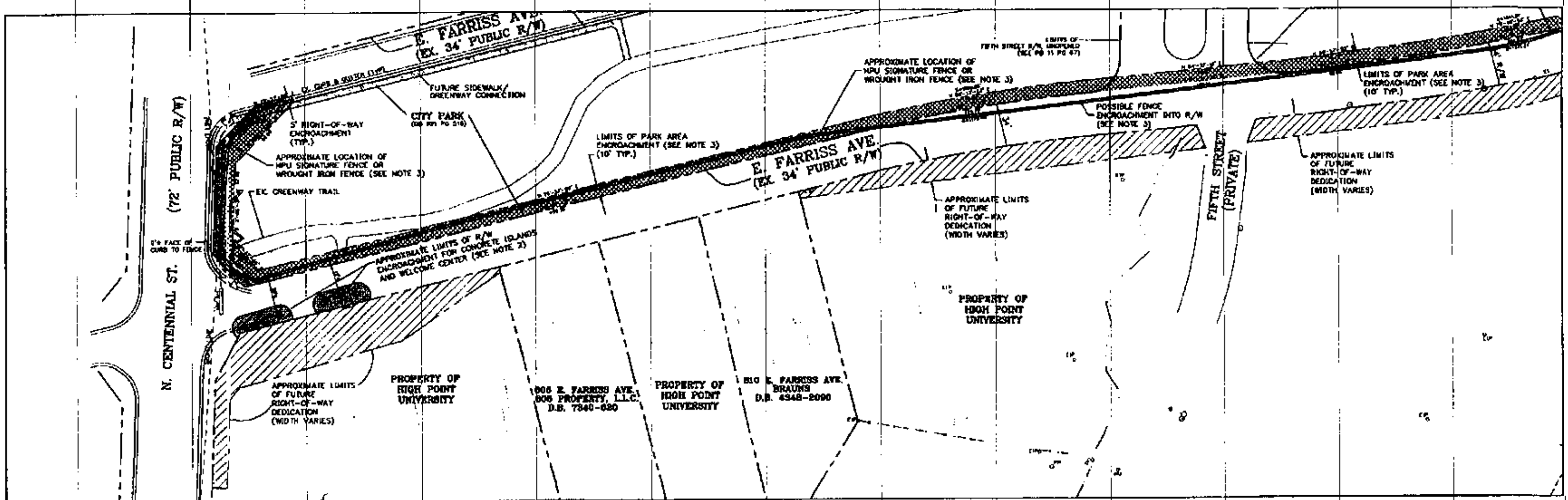
N. CENTENNIAL ST., E. FARRISS AVENUE, FIFTH ST., AND PARK AREAS

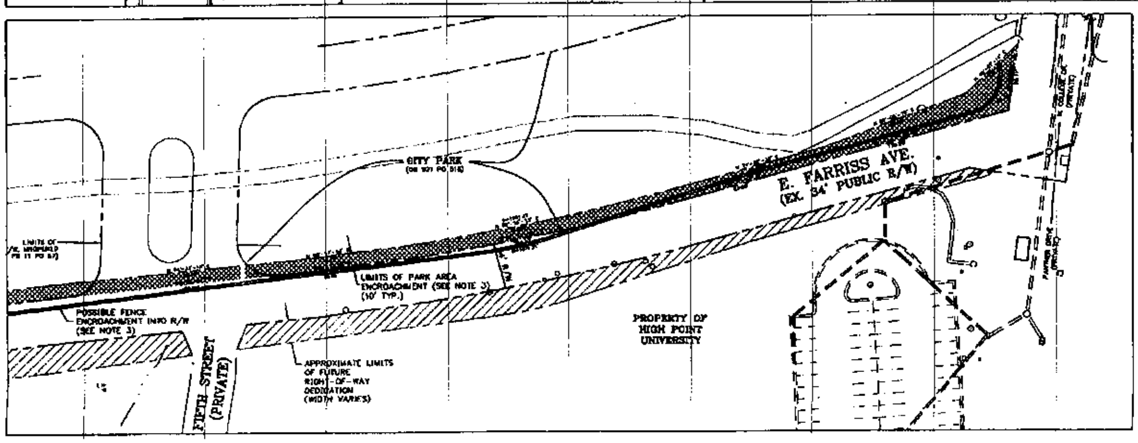
CITY OF HIGH POINT
GUILFORD COUNTY - NORTH CAROLINA

NOVEMBER, 2013
JOB No. 2013122

BEFORE YOU DIG!
CALL 1-800-632-4949
N.C. ONE-CALL CENTER
IT'S THE LAW!

SCALE: 1"=40'





Recommended by the Technical Review Committee for 2 years, subject to the approval of a separate land-disturbing permit and/or erosion control plan and may be extended in accordance with the provisions of Section 9-4-4(e) of the High Point Development Ordinance.

Robert L Robbins 26 Nov, 2013

Director of Planning and Development ______ Date

NOTES:

1. THE LIMITS OF ENCROACHMENT AREAS INDICATED ON THIS EXHIBIT ARE BASED UPON PRELIMINARY PLANS REVIEWED BY THE CITY OF HIGH POINT. CONSTRUCTION OF ANY IMPROVEMENTS WITHIN THE AREAS DESIGNATED AS ENCROACHMENT AREAS OR WITHIN ANY OTHER PUBLIC RIGHT OF WAY AREA ARE SUBJECT TO REVIEW AND APPROVAL OF CONSTRUCTION DOCUMENTS BY THE CITY OF HIGH POINT TO DETERMINE THEIR CONFORMANCE WITH THE CITY OF HIGH POINT DEVELOPMENT ORDINANCE INCLUDING, BUT NOT LIMITED TO, ISSUANCE OF ALL REQUIRED PERMITS. NO CONSTRUCTION ACTIVITIES WILL BE INITIATED BY HIGH POINT UNIVERSITY UNTIL WHICH TIME ALL APPLICABLE PERMITS AND APPROVALS HAVE BEEN ISSUED BY APPROPRIATE CITY DEPARTMENTS.

2. CONSTRUCTION OF CONCRETE ISLANDS AND THE WELCOME CENTER WITHIN THE EAST FARRISS AVENUE RIGHT OF WAY WILL NOT IMPEDE THE FLOW OF VEHICULAR TRAFFIC IN ANY WAY IN CONFORMANCE WITH THE MEMORANDUM OF UNDERSTANDING BETWEEN HIGH POINT UNIVERSITY AND THE CITY OF HIGH POINT.

3. FENCE IMPROVEMENTS SHALL BE EITHER HIGH POINT UNIVERSITY'S "SIGNATURE" STYLE, WROUGHT IRON, OR A COMBINATION OF THE TWO. THE LOCATION OF THE FENCE WITHIN THE ENCROACHMENT AREAS IS APPROXIMATE, AND MAY VARY BASED UPON DETAILED CONSTRUCTION PLANS (SEE NOTE 1). WHERE IT IS NECESSARY TO INSTALL THE FENCE WITHIN THE EAST FARRISS AVENUE PUBLIC RIGHT OF WAY, DUE TO STREAM BUFFER REQUIREMENTS, ISSUANCE OF A FENCE PERMIT SHALL BE CONTINGENT UPON REVIEW AND APPROVAL OF ROADWAY CONSTRUCTION PLANS (SEE NOTE 1) AND THE DEDICATION OF ADDITIONAL PUBLIC RIGHT OF WAY BY HIGH POINT UNIVERSITY.

4. ENCROACHMENTS SHOWN ON THIS PLAN MUST BE APPROVED BY THE HIGH POINT CITY COUNCIL. THE IS NOT GRANTING THE APPROVAL OF THE ENCROACHMENTS WITH THE ENDORSEMENT OF THIS PLAN.

JAMESTOWN ENGINEERING GROUP, INC.
CONSULTING ENGINEERS
117 E. MAIN STREET
P.O. BOX 365
JAMESTOWN, N.C. 27282

SHEET NO. 1

Financial Services

Jeffrey A. Moore, CPA
DIRECTOR

NORTH CAROLINA'S INTERNATIONAL CITY™

MEMORANDUM

November 22, 2013

MEMO TO: Strib Boynton, City Manager
Members of City Council

FROM: Jeffrey A. Moore, Financial Services Director
Joanne Carlyle, City Attorney

SUBJECT: Required City Council actions for 2/3 Bonds

Please include the following actions by City Council for their December 2, 2013, Council meeting. The City's bond attorney has prepared the attached form of proceedings for the public hearing on the 2/3 bonds based on the authorization Council provided at our last meeting.

1. City Council is scheduled to conduct a public hearing on December 2, 2013, at 5:30pm as required by state law on the issuance of the referenced 2/3 bonds.
2. Following the public hearing, City Council is requested to approve the bond orders authorizing $3,365,000 Street and Sidewalk Improvement Bonds, $2,000,000 Parks and Recreational Facilities Bonds, and $750,000 Firefighting Facilities Bonds as presented at its November 18, 2013, meeting.

These are necessary legal proceedings for the issuance of these bonds. As always, we will be available if you have any questions.

Accounting	Internal Audit	Purchasing	Treasury Services
336.883.3240	336.883.3122	336.883.3219	336.883.3230

City of High Point, P.O. Box 230, 211 South Hamilton Street, High Point, NC 27261 USA
Fax: 336.883.8572 Phone: 336.883.3237 TDD 336.883.8517

The City Council of the City of High Point, North Carolina held a regular meeting in the Council Chambers of the Municipal Building located at 211 South Hamilton Street in High Point, North Carolina, the regular place of meeting, at 4:45 p.m. on December 2, 2013.

Present: Mayor Bernita Sims, presiding, and Council Members ______________________

____

Absent: Council Members ____

____

Also Present: ____

____

* * * * * *

The Mayor announced that this was the hour and day fixed by the City Council for the public hearing upon the three bond orders entitled "ORDER AUTHORIZING $3,365,000 STREET AND SIDEWALK IMPROVEMENT BONDS," "ORDER AUTHORIZING $2,000,000 PARKS AND RECREATIONAL FACILITIES BONDS" and "ORDER AUTHORIZING $750,000 FIRE FIGHTING FACILITIES BONDS" and that the City Council would immediately hear anyone who might wish to be heard on the questions of the validity of said bond orders or the advisability of issuing said bonds.

A list of all persons making comments and a summary of such comments are attached as Exhibit A.

The public hearing was closed.

All statements and comments by participants of the public hearing were duly considered by the City Council.

Thereupon, upon motion of Council Member _______________, seconded by Council Member ________________, the order introduced and adopted on first reading on November 18, 2013, entitled "ORDER AUTHORIZING $3,365,000 STREET AND SIDEWALK IMPROVEMENT BONDS" was read a second time and placed upon its final adoption. The vote upon the final adoption of said order was:

Ayes: ____

____

Noes: ____

____

The Mayor then announced that the order entitled "ORDER AUTHORIZING $3,365,000 STREET AND SIDEWALK IMPROVEMENT BONDS" had been adopted.

Thereupon, upon motion of Council Member ______________, seconded by Council Member _______________, the order introduced and adopted on first reading on November 18, 2013, entitled "ORDER AUTHORIZING $2,000,000 PARKS AND RECREATIONAL FACILITIES BONDS" was read a second time and placed upon its final adoption. The vote upon the final adoption of said order was:

Ayes:____

____

Noes:____

____

The Mayor then announced that the order entitled "ORDER AUTHORIZING $2,000,000 PARKS AND RECREATIONAL FACILITIES BONDS" had been adopted.

Thereupon, upon motion of Council Member ______________, seconded by Council Member _______________, the order introduced and adopted on first reading on November 18, 2013, entitled "ORDER AUTHORIZING $750,000 FIRE FIGHTING FACILITIES BONDS" was read a second time and placed upon its final adoption. The vote upon the final adoption of said order was:

Ayes:____

____

Noes:____

____

The Mayor then announced that the order entitled "ORDER AUTHORIZING $750,000 FIRE FIGHTING FACILITIES BONDS" had been adopted.

The City Clerk was thereupon directed to publish the aforementioned orders, together with the appended statement as required by The Local Government Bond Act, as amended, once in the High Point Enterprise.

*　*　*　*　*　*

I, Lisa B. Vierling, City Clerk of the City of High Point, North Carolina, DO HEREBY CERTIFY that the foregoing is a true copy of so much of the proceedings of the City Council of said City at a regular meeting held on December 2, 2013, as it relates in any way to the holding of a public hearing and the adoption of the foregoing bond orders authorizing general obligation bonds of said City and that said proceedings are recorded in the minutes of said City Council.

I DO HEREBY FURTHER CERTIFY that proper notice of such regular meeting was given as required by North Carolina law.

WITNESS my hand and the official seal of said City this 2nd day of December, 2013.

____
City Clerk

[SEAL]

EXHIBIT A

[A list of any persons making comments and a summary of such comments to be attached. If no comments are made, please insert "None".]

TO THE PUBLISHER OF THE HIGH POINT ENTERPRISE:

Please publish the following once in the High Point Enterprise on Friday, December 6, 2013. If the date of publication is not December 6, 2013, then please change the date of publication in the final paragraph.

ORDER AUTHORIZING
$3,365,000 STREET AND SIDEWALK IMPROVEMENT BONDS

BE IT ORDERED by the City Council for the City of High Point, North Carolina:

1. That pursuant to the Local Government Bond Act, as amended, the City of High Point, North Carolina is hereby authorized to contract a debt, in addition to any and all other debt which said City may now or hereafter have power and authority to contract, and in evidence thereof to issue street and sidewalk improvement bonds in an aggregate principal amount not exceeding $3,365,000 for the purpose of providing funds, together with any other available funds, to acquire, construct, widen and improve streets and sidewalks inside and outside the corporate limits of said City, including, without limitation, bridges, bicycle lanes, curbs and gutters, culverts, drains, grade crossings, traffic controls and any necessary land and rights of way.

2. That taxes shall be levied in an amount sufficient to pay the principal of and the interest on said bonds.

3. That a sworn statement of debt of said City has been filed with the Clerk to the City Council and is open to public inspection.

4. That this order shall take effect 30 days after its publication following adoption, unless it is petitioned to a vote of the people within 30 days after the date of its publication as introduced as provided in G.S. 159-60, in which event it will take effect when approved by the voters of said City at a referendum as provided in said Act.

5. That this order is adopted pursuant to the provisions of G.S. 159-49, which authorizes the issuance of bonds without a vote of the people for the purposes specified therein in an amount not exceeding two-thirds of the amount by which the outstanding indebtedness of said City has been reduced in the preceding fiscal year.

ORDER AUTHORIZING
$2,000,000 PARKS AND RECREATIONAL FACILITIES BONDS

BE IT ORDERED by the City Council for the City of High Point, North Carolina:

1. That pursuant to the Local Government Bond Act, as amended, the City of High Point, North Carolina is hereby authorized to contract a debt, in addition to any and all other debt which said City may now or hereafter have power and authority to contract, and in evidence thereof to issue parks and recreational facilities bonds in an aggregate principal amount not exceeding $2,000,000 for the purpose of providing funds, together with any other available funds, to acquire, construct, improve, expand and equip existing park and recreational facilities inside and

outside the corporate limits of said City, including, without limitation, greenways, playgrounds, athletic fields, recreational facilities and any necessary land and rights of way.

2. That taxes shall be levied in an amount sufficient to pay the principal of and the interest on said bonds.

3. That a sworn statement of debt of said City has been filed with the Clerk to the City Council and is open to public inspection.

4. That this order shall take effect 30 days after its publication following adoption, unless it is petitioned to a vote of the people within 30 days after the date of its publication as introduced as provided in G.S. 159-60, in which event it will take effect when approved by the voters of said City at a referendum as provided in said Act.

5. That this order is adopted pursuant to the provisions of G.S. 159-49, which authorizes the issuance of bonds without a vote of the people for the purposes specified therein in an amount not exceeding two-thirds of the amount by which the outstanding indebtedness of said City has been reduced in the preceding fiscal year.

ORDER AUTHORIZING
$750,000 FIRE FIGHTING FACILITIES BONDS

BE IT ORDERED by the City Council for the City of High Point, North Carolina:

1. That pursuant to the Local Government Bond Act, as amended, the City of High Point, North Carolina is hereby authorized to contract a debt, in addition to any and all other debt which said City may now or hereafter have power and authority to contract, and in evidence thereof to issue fire fighting facilities bonds in an aggregate principal amount not exceeding $750,000 for the purpose of providing funds, together with any other available funds, to acquire, construct and equip fire fighting facilities inside and outside the corporate limits of said City, including, without limitation, a fire training tower and any necessary land and rights of way.

2. That taxes shall be levied in an amount sufficient to pay the principal of and the interest on said bonds.

3. That a sworn statement of debt of said City has been filed with the Clerk to the City Council and is open to public inspection.

4. That this order shall take effect 30 days after its publication following adoption, unless it is petitioned to a vote of the people within 30 days after the date of its publication as introduced as provided in G.S. 159-60, in which event it will take effect when approved by the voters of said City at a referendum as provided in said Act.

5. That this order is adopted pursuant to the provisions of G.S. 159-49, which authorizes the issuance of bonds without a vote of the people for the purposes specified therein in an amount not exceeding two-thirds of the amount by which the outstanding indebtedness of said City has been reduced in the preceding fiscal year.

The foregoing orders were adopted on the 2nd day of December, 2013, and are hereby published this 6th day of December, 2013. Any action or proceeding questioning the validity of the orders must be begun within 30 days after the date of publication of this notice.

Lisa B. Vierling
City Clerk
City of High Point, North Carolina

TERM EXPIRATIONS 2013

CITY OF HIGH POINT					
BOARDS & COMMISSIONS					
TERM EXPIRATIONS FOR 2013					
BOARD	**MEMBER**	**Ward**	**EXPIRATION**	**Eligible for reappt.**	**Appointment Responsibility**
ABC Board	David Wall		11/15/2013	no	Mayor w/CC approval
Board of Adjustment	VACANT (Alternate)				Mayor w/CC approval
Guilford County/City Ins. Adv. Comm.	Skip Queen		12/21/2013	yes	Mayor w/CC approval
Historic Preservation Commission	Steven Dudash		7/1/2013	yes	6/EWING
Human Relations Commission	Milagros Amaro	At-Large Member	5/1/2012	no	Council- Golden (Liaison)
Library Board of Trustees	Forrest Littleton	2	10/31/2013	yes	2/DOUGLAS
Library Board of Trustees	Bruce Laney	AL	10/31/2013	no	AL/MOORE
Piedmont Triad Water Authority	John Bencini		9/30/2013	yes	Mayor w/CC approval
Piedmont Triad Water Authority	John W. Thomas, III		9/30/2013	yes	Mayor w/CC approval
Theatre Advisory Board	VACANT		6/1/2015		Liaison: MOORE (not ward specific)
Theatre Advisory Board	VACANT		6/1/2013		Liaison: MOORE (not ward specific)
Theatre Advisory Board	VACANT		6/1/2014		Liaison: MOORE (not ward specific)

Public Services Department

Richard D. McMillan, P.E.
ASSISTANT DIRECTOR

NORTH CAROLINA'S INTERNATIONAL CITY™

MEMORANDUM

DATE: November 25, 2013

TO: Allen Oliver, Assistant City Manager
W. Chris Thompson, PE, Director of Public Services
Terry Houk, Interim Director of Public Services

FROM: Richard D. McMillan, P.E., Asst. Director of Public Services Richard D. McMillan

SUBJECT: Smith Gardner Contract Recommendation – Ph 5 A&B & Partial Closure Area 1

I respectfully request that the following recommendation be included for approval:

> **Consideration and approval of a contract to Smith Gardner, Inc. for the design and contract administration of the design and construction of Phases 5A & 5B and the Partial Closure of Area 1 of the Kersey Valley Landfill. The contract is for a not-to-exceed fee of $678,131.00.**

The current operating cell at the landfill, Phase 4, is being filled and has a life-expectancy of another 2 ½ years (estimated Summer 2016). To be ready for municipal solid waste in a new cell, the design and construction of Phases 5A & 5B need to begin so they may be completed by the end of 2015.

In addition, to comply with North Carolina Department of Environment and Natural Resources – Division of Waste Management (NCDENR-DWM) regulations, the City is also planning to perform a partial closure of Area 1 (Phases 1-3A) of the landfill. By performing both activities under one contract, this will reduce the design and construction cost of the projects.

The account numbers are as follows:

Development of Phase 5A & 5B:	**661749-527105-661121000720-40205**	$438,308.00
Partial Closure Area 1:	**661749-527105-661121000720-40205**	$239,823.00
	TOTAL	**$678,131.00**

If you have any questions, please contact me.

pc: Jeff Moore, Finance
Tarinda Chappell, Purchasing
File

HIGH POINT
NORTH CAROLINA'S INTERNATIONAL CITY™

FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL

DEPARTMENT: Public Services Department

COUNCIL AGENDA DATE: December 2, 2013

BID NO.: Professional Services CONTRACT NO.: DATE OPENED: Nov 22, 2013

DESCRIPTION:

This contract with Smith Gardner, Inc. provides engineering design and construction services for the development of Phases 5A & 5B of the Kersey Valley Landfill and the partial closure of Area 1 as required by NCDENR.

PURPOSE:

This contract with Smith Gardner, Inc. will provide design services, permitting, bidding, and construction services for the landfill expansion (Phases 5A & 5B) and the partial closure of Area 1. The expansion into Phases 5A & 5B is required for additional space and the partial closure is required by NCDENR.

COMMENTS:

The contract amount of $678,131 is based on an hourly rate, with a not-to-exceed clause. The design is expected to take 5-6 months and the Project is expected to begin construction in Summer 2014 and take approximately 18 months to complete construction (December 2015).

RECOMMEND AWARD TO: Smith Gardner, Inc. AMOUNT: $678,131.00

JUSTIFICATION:

Smith Gardner, Inc. was selected through a request for qualifications process (RFQ) and the fee was negotiated per State statutes (Mini-Brooks Act). Also, Smith Gardner has been the City's landfill consulting engineer for many years with extensive knowledge of the facility.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
661749	527105	661121000720	40205	$438,308.00
661749	527105		40205	$239,823.00
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: Richard D. McMillan Digitally signed by Richard D. McMillan DN: cn=Richard D. McMillan, o=City of High Point, ou=Public Services Adm., email=richard.mcmillan@highpointnc.gov, c=US Date: 2013.06.06 14:39:32 -04'00' DATE: Nov 22, 2013

The Purchasing Division concurs with recommendation submitted by the **Public Services** **and recommends award to the lowest responsible, responsive bidder** **Smith Gardner Inc** **in the amount of $** **678,131.00**.

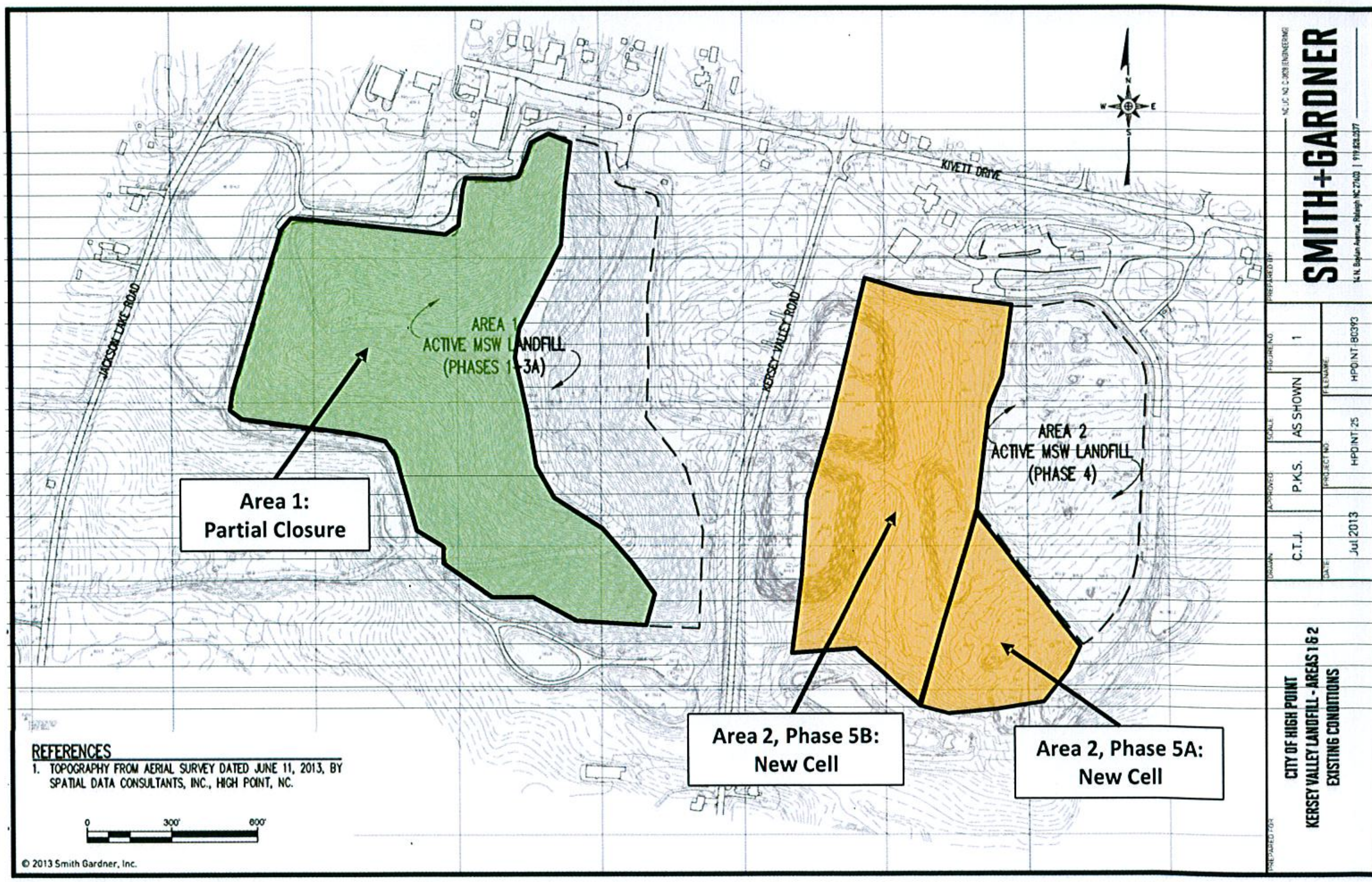
PURCHASING MANAGER: Tarinda Chappell Digitally signed by Tarinda Chappell DN: cn=Tarinda Chappell, o=City of High Point, ou=Purchasing, email=tarinda.chappell@highpoint.gov, c=US Date: 2013.11.22 16:57:49 -05'00' DATE: Nov 22, 2013

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: Jeffrey Moore 20130620-173418 DATE: Nov 22, 2013

CITY MANAGER: Strib Boynton Digitally signed by Strib Boynton DN: cn=Strib Boynton, o=Administration, ou=City of High Point, email=cindy.smith@highpointnc.gov, c=US Date: 2013.11.25 08:40:12 -05'00' DATE: Nov 25, 2013

KERSEY VALLEY LANDFILL

Area 1 Partial Closure and Area 2-Phase 5A & 5B Construction



Financial Services

Jeffrey A. Moore, CPA
DIRECTOR

NORTH CAROLINA'S INTERNATIONAL CITY™

MEMORANDUM

November 25, 2013

MEMO TO: Strib Boynton, City Manager
Members of City Council

FROM: Jeffrey A. Moore, Financial Services Director JAM
Joanne Carlyle, City Attorney

SUBJECT: Required City Council actions for Proposed Revenue Bonds

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Please include the following actions by City Council for their December 2, 2013 Council meeting.

1. City Council must authorize the staff to apply for the water and sewer revenue bonds capability. The City's bond attorneys have prepared the attached resolution which will establish certain legal findings of facts and authorize the filing of the application with the Local Government Commission. City Council is requested to approve the attached "Resolution Making Certain Findings and Determinations Authorizing the Filing of an Application with the Local Government Commission and Requesting the Local Government Commission to Sell Bonds at a Private Sale in Connection With the Issuance of Revenue Bonds By the City of High Point."

The attached Resolution authorizes the issuance of up to $43,800,000 in new revenue bonds for the purposes of paying for continuing improvements to Westside WWTP, incinerator replacement and emissions upgrade, water tank and water and sewer line extensions and relocations.

These are necessary legal proceedings for the issuance of these bonds. As always, we will be available if you have any questions.

Accounting	Internal Audit	Purchasing	Treasury Services
336.883.3240	336.883.3122	336.883.3219	336.883.3230

City of High Point, P.O. Box 230, 211 South Hamilton Street, High Point, NC 27261 USA
Fax: 336.883.8572 Phone: 336.883.3237 TDD 336.883.8517

The City Council of the City of High Point, North Carolina held a regular meeting in the Council Chambers of the Municipal Building located at 211 South Hamilton Street in High Point, North Carolina, the regular place of meeting, at 4:45 p.m. on December 2, 2013.

Present: Mayor Bernita Sims, presiding, and Council Members ______________________

____

Absent: Council Members ____

____

Also Present: ____

____

* * * * *

________________________ introduced the following resolution the title of which was read and copies of which had been previously distributed to each Council Member:

RESOLUTION MAKING CERTAIN FINDINGS AND DETERMINATIONS, AUTHORIZING THE FILING OF AN APPLICATION WITH THE LOCAL GOVERNMENT COMMISSION AND REQUESTING THE LOCAL GOVERNMENT COMMISSION TO SELL BONDS AT A PRIVATE SALE IN CONNECTION WITH THE ISSUANCE OF REVENUE BONDS BY THE CITY

BE IT RESOLVED by the City Council (the "City Council") of the City of High Point, North Carolina (the "City"):

Section 1. The City Council does hereby find and determine as follows:

(a) The City currently operates a water system and sanitary sewer system, both of which provide service to the residents of the City and its environs.

(b) Pursuant to a Trust Agreement, dated as of November 1, 2004 (the "Trust Agreement"), between the City and Wachovia Bank, National Association (succeeded by U.S. Bank National Association), as trustee (the "Trustee"), the City created a combined enterprise system (the “Combined Enterprise System”), consisting of the City’s water system and sanitary sewer system. The Trust Agreement provides for the issuance of Combined Enterprise System Revenue Bonds thereunder, to be secured by the net receipts of the Combined Enterprise System as set forth therein, to finance improvements to the Combined Enterprise System and to refund all or a portion of any bonds issued the Trust Agreement.

(c) In order to better serve and provide for the future needs of the residents of the City and its environs, the City will acquire, construct and equip certain improvements to the City’s water system and sanitary sewer system, including, without limitation, the construction and installation of upgrades to the Westside Wastewater Treatment Plant, the construction and installation of improvements to the incinerator emissions facilities at the Eastside Wastewater Treatment Plant, the construction, relocation and extension of water and sewer mains and lines, the replacement of an elevated water storage tank, the construction and improvement of sewer lift stations and rehabilitation of the Ward Water Treatment Plant (collectively, the “Series 2014 Project”).

(d) The Series 2014 Project is necessary to secure adequate and reliable water and sewer service and to promote the present and future welfare of the residents of the City and its environs.

(e) The City wishes to commence procedures for the issuance of revenue bonds at this time for the purpose of providing funds, together with any other available funds, to (i) pay the costs of the Series 2014 Project, (ii) pay all or a portion of the interest on such revenue bonds during construction of the Series 2014 Project, (iii) fund any necessary debt service reserve fund for such revenue bond and (iv) pay certain other costs associated with the issuance and sale of such revenue bonds.

(f) The amount of the proposed revenue bonds will be sufficient, but not excessive, for the purpose of paying the costs associated with the Series 2014 Project.

(g) The proposed Series 2014 Project is feasible.

(h) The annual audits of the City show the City to be in strict compliance with debt management policies, and the budgetary and fiscal management policies of the City are in compliance with law.

(i) The proposed revenue bonds can be marketed at a reasonable interest cost to the City.

(j) The projected rate increases for water and sanitary sewer service in connection with the issuance of the proposed revenue bonds will be reasonable.

Section 2. The City Manager, the Financial Services Director and the City Attorney of the City are hereby authorized and directed to file an application with the Local Government Commission for approval of the issuance of revenue bonds in an aggregate principal amount not to exceed $43,800,000 for the purpose of providing funds, together with any other available funds, to (a) pay the costs of the Series 2014 Project, (b) pay all or a portion of the interest on such revenue bonds during construction of the Series 2014 Project, (c) fund any necessary debt service reserve fund for such revenue bonds and (d) pay certain other costs associated with the issuance and sale of such revenue bonds. Any such action heretofore taken in connection with the filing of such application is hereby ratified and approved.

Section 3. The Local Government Commission is hereby requested to sell the proposed revenue bonds at a private sale without advertisement.

Section 4. The following financing team members are hereby approved by the City in connection with the proposed revenue bond issue:

Bond Counsel:	Womble Carlyle Sandridge & Rice, LLP
Senior Managing Underwriter:	Wells Fargo Bank, National Association
Underwriters' Counsel:	Pillsbury Winthrop Shaw Pittman LLP
Trustee/Bond Registrar	U.S. Bank National Association
Financial Advisor	Davenport & Company LLC
Financial Consultant	Black & Veatch

The City Manager and the Financial Services Director are each also hereby authorized to engage such other co-managing underwriters for the proposed revenue bonds as they may deem necessary and appropriate for the purpose of offering such revenue bonds for sale to the general public.

Section 5. This resolution shall take effect immediately upon its passage.

Upon motion of Council Member ________________, seconded by Council Member ____________________, the foregoing resolution entitled "RESOLUTION MAKING CERTAIN FINDINGS AND DETERMINATIONS, AUTHORIZING THE FILING OF AN APPLICATION WITH THE LOCAL GOVERNMENT COMMISSION AND REQUESTING THE LOCAL GOVERNMENT COMMISSION TO SELL BONDS AT A PRIVATE SALE IN CONNECTION WITH THE ISSUANCE OF REVENUE BONDS BY THE CITY" was passed by the following vote:

Ayes:____

____

Noes:____

____

*   *   *   *   *

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 copy of so much of the proceedings of said City Council at a regular meeting held on December 2, 2013, as relates in any way to the adoption of the foregoing resolution and that said proceedings are recorded in the minute books of said City Council.

I DO HEREBY FURTHER CERTIFY that proper notice of such regular meeting was given as required by North Carolina law.

WITNESS my hand and the official seal of the City this 2nd day of December, 2013.

____
City Clerk

[SEAL]

Public Services Department

NORTH CAROLINA'S INTERNATIONAL CITY™

MEMORANDUM

Date: November 22, 2013

To: Allen Oliver, Assistant City Manager

From: Terry Houk, Interim Director of Public Services (TLH)

Re: Agenda Item

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

> Approval for extension of contract to Shannon Chemical Corporation for Corrosion Inhibitor for the Ward Water Treatment Plant

This product is used to protect the pipes in the distribution system and to prevent lead and copper from being released.

Public Services is recommending that the extension to Shannon Chemical Corporation be accepted for:

Chemical	Company	Amount
Corrosion Inhibitor	Shannon Chemical Corporation	$111,291.60

Funding for this contract will come from 621758-526103.

Cc: W. Chris Thompson
Jeff Moore
Tarinda Chappell
Tracey Adams
Robert Pickett
File

City of High Point, P.O. Box 230, 211 South Hamilton Street, High Point, NC 27261 USA
Fax: 336.883.1675 Phone: 336.883.3215 TDD: 336.883.8517

HIGH POINT
NORTH CAROLINA'S INTERNATIONAL CITY

FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL

DEPARTMENT: Public Services - Plants Division

COUNCIL AGENDA DATE:

BID NO.: 14-120512 CONTRACT NO.: DATE OPENED:

DESCRIPTION:

Corrosion Inhibitor for Ward Water Plant. Extension of contract from 1/1/2014-12/31/2014

PURPOSE:

This product is used to protect the pipes in the distribution system from corrsion and to help keep lead and copper from leaching into the system.

COMMENTS:

The extension of this product is dependent upon the company's ability to correct some feed rate and concentration issues we have been experiencing.

RECOMMEND AWARD TO: Shannon Chemical Corporation AMOUNT: $111,291.60

JUSTIFICATION:

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
621758	526103			
TOTAL BUDGETED AMOUNT				$111.291.60

DEPARTMENT HEAD: Terry L. Houk
Digitally signed by Terry L. Houk
DN: cn=Terry L. Houk, o=Public Services, ou=City of High Point, email=terry.houk@highpointnc.gov, c=US
Date: 2013.11.11 06:56:54 -05'00'
DATE: Nov 11, 2013

The Purchasing Division concurs with recommendation submitted by the **Public Services** **and recommends award to the lowest responsible, responsive bidder** **Shannon Chemical Corp** **in the amount of $** **111,291.60**.

PURCHASING MANAGER: Tarinda Chappell
Digitally signed by Tarinda Chappell
DN: cn=Tarinda Chappell, o=City of High Point, ou=Purchasing, email=tarinda.chappell@highpoint.gov, c=US
Date: 2013.11.12 14:48:59 -05'00'
DATE: Nov 12, 2013

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: Jeffrey Moore 20130620-173418
Digitally signed by Jeffrey Moore 20130620-173418
DN: o=Bank of America, ou=Bank of America Client Certificate CA - 02, ou=companyName - High Point, City Of, ou=uniqueID - BANK OF AMERICA[illegible], cn=Jeffrey Moore 20130620-173418, email=jeff.moore@highpointnc.gov
Date: 2013.11.12 [illegible]
DATE: Nov 12, 2013

CITY MANAGER: Strib Boynton
Digitally signed by Strib Boynton
DN: cn=Strib Boynton, o=Administration, ou=City of High Point, email=cindy.smith@highpointnc.gov, c=US
Date: 2013.11.13 08:06:15 -05'00'
DATE: Nov 13, 2013

Right of Way

Henry T. Moon, III
RIGHT OF WAY AGENT

NORTH CAROLINA'S INTERNATIONAL CITY™

MEMO

November 21, 2013

To: JoAnne Carlyle, City Attorney

From: Henry T. Moon
HTM

Subject: Donation of Property to the City

Carolina Income Properties has offered to give their property at 214 N. Pendleton St. to the City of High Point as a gift. Subject property adjoins property owned by the City to the North. We have a water line and a sewer line that run adjacent to the Southern side of the tract. Ownership of this tract would make service work as needed on utility lines easier and the same for maintenance of the culvert under Pendleton.

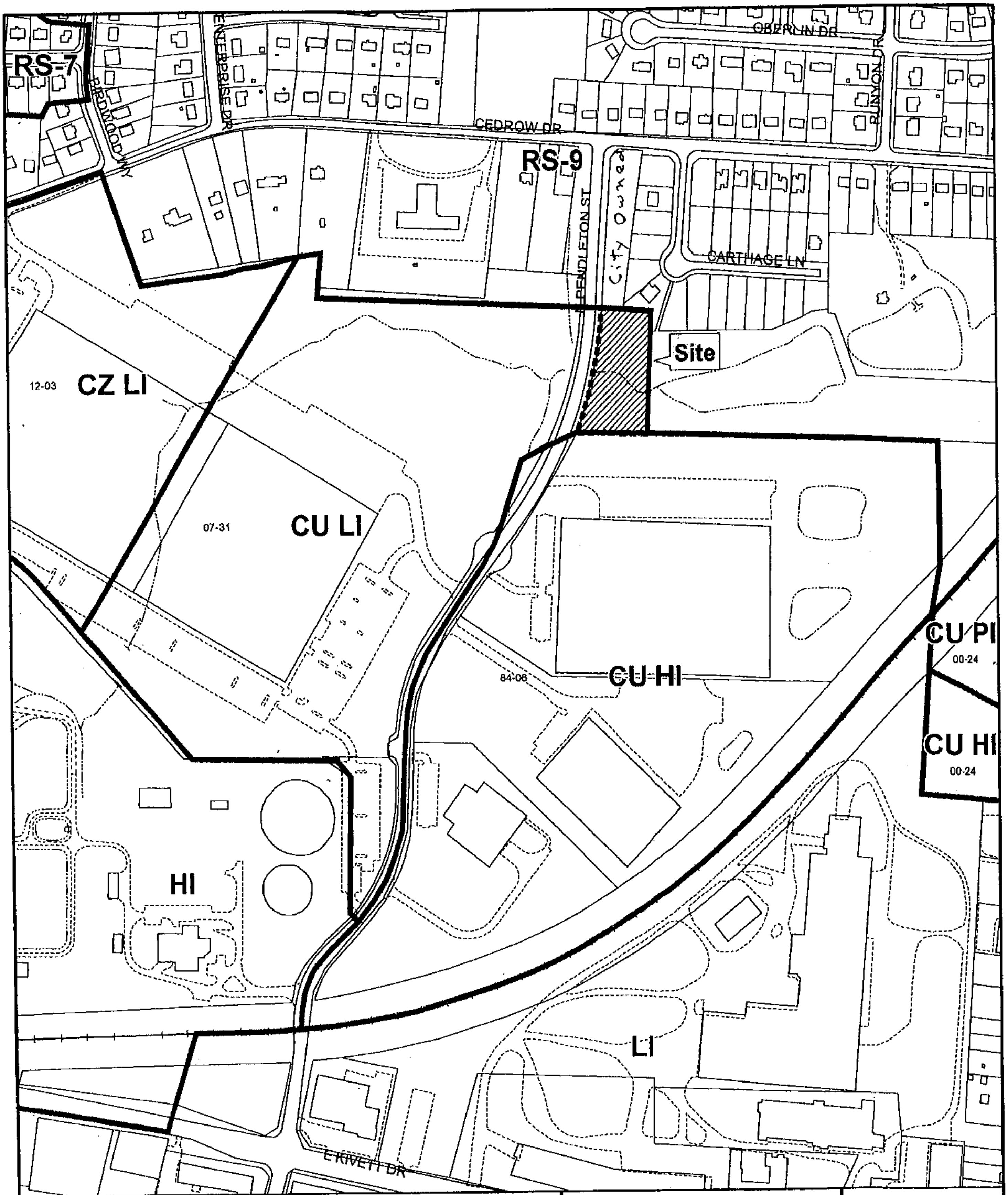
This has been reviewed by TRC and meets with their approval.

Please seek Council approval to accept this Donation.

Cindy has the map of same.

If there are any questions, please advise.

City of High Point, P.O. 230, 211 South Hamilton Street, High Point, NC 27261 USA
Phone: 336.883.3247
E-mail: henry.moon@highpointnc.gov



Proposed Property Donation

214 Pendleton Street

Subject property

Planning & Development Department

City of High Point

Date: November 11, 2013

N

Scale: 1'=400'

City of High Point
Budget & Evaluation Office

November 19, 2013

MEMORANDUM

TO: Strib Boynton
City Manager

FROM: Eric Olmedo
Budget & Performance Manager

SUBJECT: Agenda Item for City Council

The Police Department has received a Federal Grant from the Justice Department's Community Policing Development program in the amount of $50,000. This grant will pay for a formal evaluation of the High Point Offender Focused Domestic Violence Initiative.

Approval of this budget amendment will allow these funds to be added to the Special Grants Fund budget.

cc: Randy McCaslin
Allen Oliver
Jeff Moore

Attachments: Budget Amendment

P.O. 230, 211 South Hamilton Street, High Point, NC 27261 USA
Fax: 336.822-7065 Phone: 336.883.3018 TDD: 336.883.8517

"AN ORDINANCE AMENDING THE 2013-2014 BUDGET ORDINANCE
OF THE CITY OF HIGH POINT, NORTH CAROLINA
TO APPROPRIATE FUNDS FOR THE COMMUNITY ORIENTED POLICING
SERVICES GRANT

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

Section 1. The City of High Point has received a Community Policing Development Program grant in the amount of $50,000 to pay for formal evaluation of the High Point Offender Focused Domestic Violence Initiative.

Section 2. The 2013-2014 Budget Ordinance of the City of High Point, should be amended as follows:

(A) That the Grant Fund of the City of High Point, is hereby amended as follows:

Federal Grant Revenues	$ 50,000

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

Police Grant Expenditures	$ 50,000

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 December 2, 2013

FINANCE COMMITTEE
NOVEMBER 18, 2013 – 3:30 P.M
CITY MANAGER'S CONFERENCE ROOM

MINUTES

PRESENT:
Chairman Mayor Pro Tem Moore, Council Members Wagner, Davis, and Mayor Sims

OTHERS PRESENT:
Council Members Mendenhall, Ewing, Douglas, Golden, and Smothers

STAFF PRESENT:
Strib Boynton, City Manager; Allen Oliver, Assistant City Manager; Randy McCaslin, Assistant City Manager; Jeron Hollis, Communications Officer; Jeff Moore, Director of Financial Services; Eric Olmedo, Budget & Evaluation Officer; Chris Thompson, Director of Public Services; Terry Houk, Interim Director of Public Services; Garey Edwards, Director of Electric Utilities; Lisa Vierling, City Clerk, Fred Baggett, Interim City Attorney, Dawn Sparks, Deputy City Clerk

MEDIA PRESENT:
Pat Kimbrough, *High Point Enterprise*

OTHERS PRESENT:
Bob High, Vice President Davenport & Company
Ted Cole, Davenport & Company
Jim Morgan, High Point Area Arts Council
Debbie Lumpkins, High Point Area Arts Council
Cynthia Davis, Planning & Zoning Commission

City Council Discussion – Water & Sewer Capital Funding Strategy

City Manager Strib Boynton stated that several years ago High Point went through a period of time of double-digit water and sewer rate increases that were necessary to finance needed water and sewer projects. During this time, the City hired Davenport to help better structure the water and sewer debt. Davenport developed a multi-year strategy which the City has been using for the past ten years, and it has reduced the double-digit rate increases into the 4% to 6% range to finance needed water and sewer capital improvements.

Presently, there are about $39 million in projects underway now, which translates into the need to pay more, and the City will be issuing bonds shortly.

Jeff Moore stated the city engaged Davenport & Company at the same time they did the 2004 GO Bonds, which was almost $74 million worth of general funding strategy.

Ted Cole, with Davenport, stated they will be going forward with this next issue of revenue bonds which Council will be considering in early December, then going forward with the process in January and February with the rating agency discussion and the actual issuance of debt.

When investors purchase bonds they are buying a pledge of the City's revenues. When operating revenues are brought in and expenses are paid, what is left is what is pledged to the bond holders for the repayment of debt. This credit was established in 2004 with the first issue of revenue bonds. Prior to that the City would issue GO bonds for utility improvements. When this was established in 2004 the City was an A1 and AA rated. In 2008 when they issued bonds again the city's credit rating was upgraded again and in 2010 all three ratings upgraded the city's credit rating. The 2014 issuance is with a goal of being at a minimum to maintain the current ratings and where possible enhance them again.

Prior to financial downturn in 2008 bond investors did very little to differentiate between lower and higher rated credits in the municipal bond sector. All were treated alike in terms of interest rates. Post 2008 and the credit crisis some of the more recent higher profiled credit concern cities were given attention by credit rating agencies. Maintaining the cities higher rate will correlate to better debt capacity.

In fiscal 2014 the City will be paying about $16 million of debt service for utility purposes. Outstanding today is about $163 million of debt. Parity Obligations, which are the senior most obligations that have the first lien on the revenues of the system, are about $123 million. The City still has some GO bonds outstanding from the time back when the city issued GOs for utility purposes of about $31 million, which will be rolling off. There are some revolving loans primarily with the state all at $163 million. All existing debt is matured by 2036. All debt service is fixed which means the city does not have any variable rate debt.

Key utility credit considerations are:

> Debt Service Coverage. The City is offering a pledge of their revenues to the bond holder and what they want to see at the end of the day is when they collect the operating revenues and pay the operating expenses, what is leftover is what is pledged to the debt service. Built into the bonds is a debt service coverage requirement of 1.2 times, which translates to every dollar of debt service that the City pays they have to demonstrate that they have $1.20 in revenues in which to pay. Being that they are pledging revenues of the system, bond holders and rating agencies like to see that 20% cushion in the event that revenues should go down unexpectedly where expenses should go up.

System Reserves. The city wants to make sure that they have a critical mass of dollars available as cash flow in the system between billing and operating revenues and expenses. The City in 2004, Council adopted a policy as part of this long term utility plan that they would work to establish a goal of 50% reserves in the water and sewer fund, which they have done in the last year or two. This puts the City in very good standing.

Capital Improvement Plan Funding Sources: The City has always maintained a very good balance between debt versus equity and is not over reliant on any one source of funding. When policies were established the City did adopt a policy that said on a rolling five years they would like to be able to demonstrate that the City contributes to capital at least 10% per cash sources. Davenport feels historically the City has done better than that.

System Rates: City Council's willingness and ability to set rates and charges where they need to be to maintain the debt service coverage to maintain system reserves and the capital planning.

The City has managed to maintain a level of reserves at 50% of the utility budget. Council Member Moore asked if the 50% is a number that was mandated. Mr. Cole stated that Davenport put in place the 50% goal by way of policy since 2004 and it is not an absolute mandated number. Jeff Moore stated that it was 2006 when City Council adopted the policy coming out of the City's first initial 2004 bonds, some of the feedback the City received from all three of the rating agencies was if council adopted a policy maintaining a level of reserves it would improve the strength to the City's credit. One of the things they came back to the City with was they wanted a 100% level of reserve, which could not be done, but by Council adopting a policy of maintaining a level of reserves at 50% it showed a very disciplined conservative approach and High Point has been that way for 14 ½ years.

Council Member Davis asked since they have reached that 50% balance will they reduce the amount they contribute to that level every year. Mr. Moore stated they will be talking about that and noted that they were able to achieve that level without a rate increase in 2013, but they are bringing on more debt. Mr. Cole stated that back in 2004 they recognized that getting to that 50% level was going to take a number of years rather than happening overnight.

Mr. Cole stated that Davenport has included in their report some comparatives with other North Carolina water and sewer utilities. The City of Charlotte and Town of Cary are both AAA rated, and Durham, Greensboro, Orange, Raleigh and Winston-Salem are Aa1 rated. High Point is at about 1.5 times a total debt service coverage, which is right in line with the AA1 medians. High Point is at about a 3 times parity debt service coverage, which is comfortably ahead of the AA1 credits are.

The City has two bond issues that it is currently considering. The first quarter of 2014 about $39 million and third quarter of 2015 about $38 million. These amounts would be in addition to the existing debt on the new money revenue bonds they typically do which have 25 year terms, level payments, and are assuming a 5% interest rate.

Growth assumptions on revenues and expenses are pretty consistent with the past several years, which will ultimately they will solve some future rate increases. Beginning with 2013 projections of a 3.9% rate increase per year is anticipated. The City is maintaining those levels pretty consistently. The fund balance is growing a little bit higher than the 51%, which is something they will look at every year and make adjustments as they go for operating revenues and expenses.

Mayor Sims asked when Davenport looked at the rates over the past eleven years, did it ever look at them in comparison to what other municipalities of the same size are doing. Mr. Cole stated that every time they go to the bond market part of the analysis is looking at rates and charges, particularly in the region. They will look at comparative analysis and look at City rates are compared to others. Mr. Cole felt that historically those rates have compared pretty well. Mr. Moore stated that to some degree across this particular region High Point has been a little bit higher than some of the neighboring communities, but that is also because the City of High Point went ahead and made the commitment to take care of the infrastructure a little bit earlier than some of the neighboring communities. Council Member Smothers stated that something to keep in mind is that in this period of time High Point's system has been rebuilt, and there are very few communities that have made that commitment. Council Member Davis asked what the projection of debt is over the next ten years. Strib Boynton stated that there will be ongoing investments in water and sewer with a significant strategy in place to look at these numbers each year.

(Note: A copy of the Davenport & Company Report is attached to and made part of these minutes.)

130303 **<u>Contract – Bid No. 02 – Restoration of Lexington Avenue Elevated Tank</u>**

Approval of contract awarding Bid No. 02 for upgrades and restoration of the Lexington Avenue elevated tank. Purchasing and the Public Services Department recommends that contract be awarded to Caldwell Tanks, Inc. in the amount of $623,300.00, which is the lowest responsible and responsive bidder meeting specifications.

Terry Houk, Interim Director of Public Services, explained that this project is required to clean and paint the interior and exterior of the tank, repair the concrete foundations, improve electrical control systems and upgrade structure to meet with current OSHA requirements.

A motion was made by Council Member Moore, seconded by Council Member Davis to forward this matter to Council with a favorable recommendation of adoption. Motion passed unanimously.

130304 **Contract Bid No. 25 - Reclosures**

Approval of contract awarding Bid No. 25 for the purchase of ten (10) reclosers. Purchasing and the Electric Department recommends that contract be awarded to Lekson Associates, Inc. (G&W) in the amount of $169,960.00 which is the lowest responsible and responsive bidder meeting specifications.

Garey Edwards, Director of Electric Utilities, explained that these reclosures will be used to protect the City's large underground circuits.

A motion was made by Council Member Moore, seconded by Council Member Wagner to forward this matter to Council with a favorable recommendation of approval. Motion passed unanimously.

130305 **Contract – Bid No. 32 – Circuit Switchers**

Approval of contract awarding Bid No. 32 for purchase of two (2) circuit switchers. Purchasing and the Electric Department recommends that contract be awarded to Chapman Company (S&C Electric) in the amount of $104,797.00, which is the lowest responsible and responsive bidder meeting specifications.

Garey Edwards stated that the circuit switchers will be used at the City's Commerce and North Substations.

A motion was made by Council Member Moore, seconded by Council Member Davis to forward this matter to Council with a favorable recommendation of approval. Motion passed unanimously.

130306 **Contract – Bid No. 29 – Incinerator Equipment Upgrade at Eastside Wastewater Treatment Plant**

Approval of contract awarding Bid No. 29 for the procurement of specialized air emissions equipment and repair of the Eastside Waste Water Treatment Plant incinerator. Purchasing and the Public Services Department recommends that contract be awarded to Infilco Degremont, Inc. in the amount of $7,784,900.00, which is the lowest responsible and responsive bidder meeting specifications.

Terry Houk stated that the total bid package should be $16 million, which includes everything, including the equipment that gets the material to the incinerator. The amount is mostly EPA driven.

A motion was made by Council Member Moore, seconded by Mayor Sims to forward this matter to Council with a favorable recommendation of approval. Motion passed unanimously.

130307 **Contract – Change Order Request – ALS of North Carolina, Inc.**

Council is requested to approve a change order in the amount of $145,000.00 to the ALS of North Carolina, Inc. contract for the traffic signal work at the intersection of Montlieu Avenue and Centennial Street.

Mark McDonald stated that the change order is for the addition of another intersection at Montlieu and Centennial, and is the budget amendment council approved two weeks ago. Council Member Davis asked if this is the last intersection to be done. Mr. McDonald stated that there is another one coming at Lexington and Centennial that could be done in the future. Council Member Ewing asked of the City had the ability to rebid the project. Mr. McDonald stated they do have that ability.

A motion was made by Council Member Moore, seconded by Council Member Wagner to forward this matter to Council with a favorable recommendation of approval. Motion passed unanimously.

130308 **Resolution – Lease – Purchase Financing – Bank of America Public Capital Corporation**

City Council is requested to authorize the City Manager and Financial Services Director to accept the financing proposal to authorize the borrowing through adopting the "Resolution Approving Financing Terms for an Installment Contract with Bank of America Public Capital Corp," and to authorize the preparation and execution of the necessary documents in connection with the installment financing agreement for purchase of fire trucks and front end loader.

Jeff Moore advised that this financing is for the two fire trucks that council awarded in August and front end loader that was approved in September, the only other item that has not been ordered yet is a self-contained breathing apparatus recharge truck, which specs are being worked on now.

A motion was made by Council Member Moore, seconded by Mayor Sims to forward this matter to Council with a favorable recommendation of adoption. Motion passed unanimously.

130309 **Resolution – Local Government Commission – Proposed Issuance of Bonds**

City Council is requested to adopt "Resolution Making Certain Findings and Determinations and Authorizing the Filing of an Application with the Local Government Commission in Connection with the Proposed Issuance of Transportation Improvement Bonds, Parks and Recreation Improvement Bonds and Firefighting Facilities Bonds by the City of High Point, North Carolina; and establish the date of Monday, December 2, 2013 at 5:30 p.m. as required by state law on the issuance of the reference 2/3 bonds.

Jeff Moore stated that this is the first legal step for the two thirds bond authorizations process. The funding for this was approved on October 23rd by Council. This step does require a public hearing.

A motion was made by Council Member Wagner, seconded by Mayor Sims to forward this matter to Council with a favorable recommendation of approval. Motion passed unanimously.

130310 **Resolution – North Carolina Department of Transportation – Home Furnishings Market Grant**

Council is requested to adopt a Resolution authorizing the City Manager to execute documents to enter into an agreement (FY14 Demonstration Grant Program with the North Carolina Department of Transportation (NCDOT) in the amount of $1,200,000.00 for suppor4t of transportation activities for the bi-annual International Home Furnishings Market in High Point.

Mark McDonald stated that this is the annual renewal for state funding for Market Transportation Services for 2014.

A motion was made by Mayor Sims, seconded by Council Member Wagner to forward this matter to Council with a favorable recommendation of approval. Motion passed unanimously.

NONPROFIT FUNDING

Council Member Smothers asked if it is the intent that Finance Committee to make a recommendation to the Council regarding nonprofits and the Arts Council Challenge Grant. Council Member Moore stated that at this point most Council Members have whatever information they need. Council Member Davis stated that they did not make too many changes from the original proposal. They changed the application where it included the vision statement to include the criteria that was in the nonprofit proposal. They kept the original time frame for nonprofit submittal. They did make the change that the application be submitted to budget department and then back to the clerk, manager and the committee. Council Member Davis stated he would like to go ahead and finalize this tonight. Council Member Mendenhall stated that under the funding application it states that the City Council has identified goals, and stated that identified goals are part of the application which would automatically assume the Council has acted on priority areas for funding. Mayor Sims stated they should change the wording from "identify goals" to "identify priorities".

A motion was made by Council Member Davis, seconded by Mayor Smothers to forward the nonprofit policy to Council with a favorable recommendation of approval. Motion passed unanimously.

ARTS COUNCIL CHALLENGE GRANT

Council Member Wagner presented a proposed Centennial Station Challenge Grant for Council discussion and approval.

- The first part of the grant states that the amount will be up to $200,000 for every dollar paid, and not include any dollars pledged or paid up until today. It is completely for just new money from the time the grant starts.
- There is no offset, which essentially means this is separate money and not designed to offset or enhance any funds the city has given the arts council for any other purpose.
- Timing states that when the Arts Council actually collects pledges to bring that money in and the City will provide the match on a quarterly basis. The grant will end on December 31, 2014. The Arts Council would like for Council to go ahead and consider this now so it will give the Arts Council two year end giving cycles.

Jim Morgan stated that this grant says that the City is behind the Arts Council which is very important to their donators.

Council Member Mendenhall asked what the source of the City's monies will come from. Council Member Wagner stated that the funds will come out of the fund balance. Mr. Morgan stated that they have not received any pledges since the October 30, 2013, and they do have several grant proposals out. Strib Boynton asked in terms of cash coming in the financial statement said the balance to be raised is $500,000. Mr. Morgan stated that they have had some pledges paid down. The Arts Council owes the bank now $591,384.00.

Council Member Davis stated that the Arts Council's building is not a building that tax payers will have any ownership in, and was concerned of setting a precedent for other agencies coming in and asking for the same kind of money. Mr. Morgan stated that he feels this is different, in that High Point is the only city in North Carolina to not have a cultural arts center, and that arts are not just fun and games but are huge generators of income and economic development. Council Member Davis stated that High Point is a city of 108,000 residents with thousands of businesses and non-profit foundations, and with all those possible donors the Arts Council has a list of possible 29 donors, and if the public is not supporting the Arts Council what is he supposed to say to the public. Mr. Morgan stated that they have a lot of major donors and others are looking to see what the city's support will be. Council Member Davis noted that if you take out the government agencies the Arts Council has raised about $70,000 from the general public for its capital campaign, and as a new council member he raised $15,000 to run for council and he found it hard to believe that they could not get more support from the general public. Mr. Morgan stated that they have been very quiet about it up to this point and have been waiting for almost a year to try and bring this to a conclusion with the council. Mr. Morgan stated he is convinced if Council passes this they will get this building paid for quickly.

Council Member Smothers asked why they assumed there was going to be $200,000 funding available from the City. Mr. Morgan stated he did not assume anything, but they have waited for a response from the council to see what they could do and there were some on the county commissioners that wanted them to ask for more, because the County gave $200,000, and he asked Council to only match what the County did. Mr. Morgan stated he made no commitment to the County that the Council would do anything.

Coucil Member Wagner stated that this is a challenge to the community to go out and decide for themselves if they are going to support the arts.

Council Member Smothers asked what grants the Arts have applied for. Debbie Lumpkins stated that they have a grant outstanding right now that is at $25,000. Mr. Morgan stated that there is another grant that was very informal made by a group here in High Point, who said if they will show an email they will put it on their agenda, and the Arts Council has requested $25,000 from that group. Mr. Morgan stated that there are some groups he has not asked yet because he is waiting for Council's support.

Council Member Davis stated he attended the Theater Study meeting, and he did not know what the outcome of that study was going to be, but he felt the committee is leaning towards keeping the theater and will be looking for some capital liens.

Council Member Wagner made a motion, seconded by Mayor Sims to forward this matter to Council with a favorable recommendation of approval. Motion passed on a vote of 7 to 2. (No Votes: Council Members Davis and Golden)

ADJOURNMENT

The meeting adjourned at 4:40 p.m. on a motion duly made and seconded.

Respectfully Submitted,

____
Dawn J. Sparks, CMC
Deputy City Clerk

____
Mayor Pro Tem, Britt Moore

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the “Memorandum”) is made and entered into as of the _____ day of December, 2013, by and between HIGH POINT UNIVERSITY, a North Carolina nonprofit corporation (“HPU”) and the CITY OF HIGH POINT, a North Carolina municipal corporation (the “CITY”).

RECITALS:

A. HPU has presented growth and campus expansion plans requiring greater building set-back and other flexibility for improving portions of the adjoining campus property that it owns along both sides of Montlieu Avenue between North College Drive and North Centennial Street; and

B. HPU desires to fund, construct and improve said portions of Montlieu Avenue to possibly include but not limited to new pavement, sidewalks, street lighting, landscaping, and other campus enhancements, including investing in and constructing new and additional campus educational and other building improvements; and

C. The City believes it is in the best interest of HPU, the City, and the City’s residents to help facilitate, endorse and support the growth and expansion plans of High Point’s University as provided in this Memorandum.

NOW, THEREFORE, the parties hereby agree as follows:

1. The City Council approves a resolution on December 2, 2013 asking the North Carolina Department of Transportation (NCDOT) to delete Montlieu Avenue between North College Drive and North Main Street from the State Highway System Plan.

2. The City provides the NCDOT District Engineer with the City Council’s resolution requesting the deletion in paragraph 1 above in order to make the January 8/9, 2014 North Carolina Board of Transportation meeting agenda.

3. HPU agrees to proceed and commence with funding, constructing and improving said portions of Montlieu Avenue from North College Drive to North Centennial Street with enhancements to possibly include but not limited to new pavement, sidewalks, street lighting, landscaping, and related enhancements, including an appropriate City approved closure to Barbee Avenue at Montlieu Avenue.

4. HPU and the City agree the City retains all necessary and appropriate water, sewer, electric and other utility easements.

5. The City and HPU agree that each party will use cooperative and timely efforts to expeditiously effect the purposes of this Memorandum, including submitting, reviewing and approving any plans, encroachment or easement agreements that this Memorandum may require.

6. If the North Carolina Board of Transportation deletes the said requested portion of Montlieu Avenue from the State Highway System Plan, the City Council agrees that it will abandon and close the said portion of Montlieu Avenue from North College Drive to North Centennial Street no later than February 28, 2014.

7. HPU agrees to allow public traffic on the said portion of Montlieu of Montlieu Avenue until July 31, 2014, and to complete the improvements necessary to close Barbee Avenue at Montlieu Avenue by July 31, 2014.

8. The City will cooperate with HPU to rezone property that HPU owns south of Montlieu Avenue in such a manner as to allow HPU to build educational buildings and other facilities.

INDEMNIFICATION:

1. HPU shall indemnify, hold harmless and defend the City, it employees, agents and representatives, from and against any and all claims or damages directly or indirectly arising out of or resulting from or related to the terms of this Memorandum of Understanding and any actions taken pursuant thereto.

IN WITNESS WHEREOF, the parties have authorized and have caused this Memorandum of Understanding to be executed under seal, as of the date and year first above written.

HIGH POINT UNIVERSITY

By: ____________________
Christopher H. Dudley
Chief of Staff

CITY OF HIGH POINT

By: ____________________
Strib Boynton
City Manager

Public Services Department

NORTH CAROLINA'S INTERNATIONAL CITY™

MEMORANDUM

Date: November 22, 2013

To: Allen Oliver, Assistant City Manager

From: Terry Houk, Interim Director of Public Services (TLH)

Re: Agenda Item

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

> Acceptance of low bid submitted by Shook Construction Company for Westside WWTP – Phase 3 Improvements

This project will complete the upgrade of the Westside WWTP by converting the existing extended aeration system to a Biological Nutrient Removal (BNR) system. Upon completion and acceptance by the City of High Point the Westside WWTP will be permitted initially to treat 8.2 MGD (currently permitted at 6.2 MGD). After completion of the Rich Fork Creek stream restoration project, the plant will be permitted to treat 10.0 MGD if the testing in the stream meets the restoration model criteria.

Public Services is recommending the bid be accepted for:

> Westside WWTP Phase 3 Improvements $24,911,200.00

Funding for this project will come from 2014 Revenue Bonds.

Cc: Chris Thompson
Jeff Moore
Tarinda Chappell
John Hodges
Chip Vanderzee
File

City of High Point, P.O. Box 230, 211 South Hamilton Street, High Point, NC 27261 USA
Fax: 336.883.1675 Phone: 336.883.3215 TDD: 336.883.8517

HAZEN AND SAWYER
Environmental Engineers & Scientists

4011 WestChase Blvd.
Suite 500
Raleigh, NC 27607

919 833-7152
hazenandsawyer.com

November 22, 2013

Mr. Chris Thompson
Public Service Director
City of High Point
P.O. Box 230
High Point, North Carolina 27261

Re: Westside Wastewater Treatment Plant Improvements Phase 3
Bid No. 27-112013

Dear Mr. Thompson:

Bids for the construction of the Westside Wastewater Treatment Plant Improvements Phase 3 Project were received on November 20, 2013. Eight pre-qualified general contractors submitted bids and the certified bid tabulation is attached.

Shook Construction Company is the apparent low bidder with a total bid of $25,045,200. The average of the eight bids received was $28,335,400. The engineer's estimate of probable cost was $28,603,000; so the apparent low bidder is well below the engineer's estimate. Upon detailed review, their bid was determined to be in order and in accordance with the requirements of the Notice to Bidders.

The bid documents allowed for several deductive alternates to major equipment. Hazen and Sawyer reviewed the bids from the eight bidders and determined that there is no combination of deductions that would result in a lower lump sum bid from any other bidder. Shook Construction Company included a $134,000 deduct for providing vertical mixers manufactured by Lightnin in lieu of vertical mixers manufactured by the base bid Philadelphia Mixing Solutions. Hazen and Sawyer obtained detailed equipment information from Lightnin to confirm adherence to the Contract Documents. As a result of this review, it was determined that the equipment meets the specifications and Hazen and Sawyer recommends accepting the deduction offered for providing this equipment.

Hazen and Sawyer reviewed and recommended approval of the Contractor's Pre-Qualification Documents in May 2012 and recertified the Pre-Qualifications in August 2013 and determined Shook Construction Company to be qualified for this project. We recommend that the City of High Point proceed with award to the low bidder, Shook Construction Company in the amount of $24,911,200 (including the deduction described above). Please do not hesitate to call if you have any questions.

Very truly yours,
Hazen and Sawyer, P.C.

C. Todd Johnson, P.E.
Senior Associate

cc: Terry Houk, City of High Point

City of High Point, NC
Westside WWTP Improvements Phase 3
Single Prime Contract 1

BID TABULATION

Bid Date: November 20, 2013
Bid Opening Time: 2:00 p.m.
Bid Number 27-112013

Pre Qualified Contractors:	License Number	Addenda Comfirmed	Affidavit A or B and H	Bid Security	Bid Item A	Bid Item B	Lump Sum Bid Amount	Alternate 11150 - NRCY Pumps	Alternate 11240 - Mixers
Adams Robinson	2705015998	Y	Y	Y	$27,653,000.00	$578,000.00	$28,231,000.00		
Crowder Construction	2104	Y	Y	Y	$28,604,000.00	$246,000.00	$28,850,000.00		($133,500.00)
Garney/Encore	25801	Y	Y	Y	$27,616,000.00	$344,000.00	$27,960,000.00		($85,000.00)
English Construction	8786	Y	Y	Y	$28,347,600.00	$548,400.00	$28,896,000.00	($200,000.00)	($134,000.00)
PC Construction	6142	Y	Y	Y	$26,496,000.00	$338,000.00	$26,834,000.00	($250,000.00)	
Shook Construction	21618	Y	Y	Y	$24,465,400.00	$579,800.00	$25,045,200.00		($134,000.00)
State Utilities	17793	Y	Y	Y	$27,392,000.00	$532,000.00	$27,924,000.00		($133,500.00)
T.A. Loving Co.	325	Y	Y	Y	$32,323,000.00	$780,000.00	$33,103,000.00		($60,000.00)

CERTIFICATION

The bids tabulated herein were opened and read aloud at 2:00 p.m. on the 20th day of November, 2013 at the Municipal Office Building in the City of High Point, NC. The tabulation is correct in that it lists the Bid Item Amounts and the Lump Sum Base Bid Amount as presented in the original price proposals from each bidder.

HAZEN AND SAWYER, P.C.

C. Todd Johnson, P.E.
Senior Associate

HIGH POINT
NORTH CAROLINA'S INTERNATIONAL CITY™

FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL

DEPARTMENT: Public Services

COUNCIL AGENDA DATE: December 2, 2103

BID NO.: 27-112013   CONTRACT NO.:   DATE OPENED: 11/20/2013

DESCRIPTION:

Westside WWTP Phase 3 Upgrade

PURPOSE:

Final phase to upgrade and expand Westside WWTP from 6.2 MGD to 8.2 MGD and ultimately to 10.0 MGD

COMMENTS:

This phase will complete the upgrade and expansion of the Westside WWTP.

RECOMMEND AWARD TO: Shook Construction Company   AMOUNT: $24,911,200.00

JUSTIFICATION:

Lowest bid

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
421779	533701	Revenue Bonds		$33,000,000.00
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: Terry L. Houk
Digitally signed by Terry L. Houk
DN: cn=Terry L. Houk, o=Public Services, ou=City of High Point, email=terry.houk@highpointnc.gov, c=US
Date: 2013.11.22 16:41:00 -05'00'
DATE: November 22, 2013

The Purchasing Division concurs with recommendation submitted by the **Public Services** **and recommends award to the lowest responsible, responsive bidder** **Shook Construction Co.** **in the amount of $** **24,911,200.00**.

PURCHASING MANAGER: Tarinda Chappell
Digitally signed by Tarinda Chappell
DN: cn=Tarinda Chappell, o=City of High Point, ou=Purchasing, email=tarinda.chappell@highpoint.gov, c=US
Date: 2013.11.22 16:48:21 -05'00'
DATE: Nov 22, 2013

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: Jeffrey Moore 20130620-173418
Digitally signed by Jeffrey Moore 20130620-173418
DN: o=Bank of America, ou=Bank of America Client Certificate CA - G2, ou=companyName - High Point, City Of, ou=uniqueID - BANK OF AMERICA23312, cn=Jeffrey Moore 20130620-173418, email=jeff.moore@highpointnc.gov
Date: 2013.11.22 17:11:09 -05'00'
DATE: Nov 22, 2013

CITY MANAGER: Strib Boynton
Digitally signed by Strib Boynton
DN: cn=Strib Boynton, o=Administration, ou=City of High Point, email=cindy.smith@highpointnc.gov, c=US
Date: 2013.11.25 08:39:14 -05'00'
DATE: Nov 25, 2013

City of High Point

HIGH POINT
NORTH CAROLINA'S INTERNATIONAL CITY™

MEMORANDUM

TO: **Strib Boynton, City Manager**

FROM: REM **Randy McCaslin, Assistant City Manager**

SUBJECT: **Encroachment Agreement with High Point University**

DATE: **November 27, 2013**

In accordance with the Memorandum of Understanding approved by the City Council on October 21, 2013, enclosed you will find a right of way encroachment and fence easement agreement with the University. This agreement will allow HPU to erect their fence, signage, and welcome center in the right of way and City owned property along the southern section of East Farris Avenue adjacent to the campus. The City retains the right of way and all utility easements associated with this section of East Farris Avenue, and will continue to provide all services to the residents of this area. The street will remain open to all vehicular traffic.

High Point University's engineer, Dan Pritchett, and I will be available at the December 2 City Council meeting to answer questions.

City of High Point, P.O. Box 230, 211 South Hamilton Street, High Point, NC 27261 USA
TDD: 336.883.8517 Fax: 336.883.3052

DRAWN BY:
RETURN TO:

NORTH CAROLINA

GUILFORD COUNTY

RIGHT OF WAY
ENCROACHMENT AGREEMENT
AND FENCE EASEMENT

THIS ENCROACHMENT AGREEMENT AND FENCE EASEMENT (Agreement) made this **_____** day of **_________________**, 2013, between **THE CITY OF HIGH POINT**, a municipal corporation existing under the laws of the State of North Carolina (the "City") and **HIGH POINT UNIVERSITY**, a North Carolina nonprofit corporation, (the "University").

W I T N E S S E T H

WHEREAS, the City owns the public right of ways known as N. Centennial Street, E. Farriss Ave., and a section of unimproved Fifth Street as shown on a map entitled "Plat No. 2, Sherwood Park" as recorded in Plat Book 11 Page 67 of the Guilford County Register of Deeds; and

WHEREAS, the City owns property lying between two 34-foot right of ways of the northern and southern margins of E. Farriss Ave., indicated as City Park on the above referenced "Plat No. 2, Sherwood Park", said City Park being transferred to the City of High Point in Deed Book 921 Page 518 of the Guilford County Register of Deeds; and

WHEREAS, the University desires, for its interest and convenience, to construct, maintain, and put in place a decorative fence and wall constructed of brick or metal, or a combination of the two materials, hereafter known as "Improvements", in said public right of ways, and in said City Park as described on attached Exhibits; and

WHEREAS, the University desires, for its interest and convenience, to construct, maintain, and put in place a Welcome Center and associated landscape islands, hereafter know as “Improvements”, in said public right of way of the southern section of E. Farriss Avenue’s 34-foot right of way as described on attached Exhibits; and

WHEREAS, the City under the terms and conditions herein set forth, is willing to allow the above described Improvements to be made, and allow the University to encroach upon the above-referenced City-owned right of ways, and grant an easement upon the above referenced City-owned park.

NOW, THEREFORE, in consideration of the promises and other good and valuable consideration, the receipt of which is hereby acknowledged, the University hereby covenants and agrees that:

1. The University is responsible for any and all expenditure of labor or materials required in the installation, erection, repair, maintenance or location of the above-referenced Improvements.

2. The University is responsible for any and all labor or expense, which results from any and all future maintenance and repair of such Improvements, and the removal or dismantling of the Improvements if and when the Improvements are removed.

3. The University is to be fully responsible for any and all property damage or injury to or death of any person which results from any and all negligence, omission, defect in design, maintenance or workmanship created by the University, its agents, employees, contractors or subcontractors in connection with the Improvements, or any cause of action arising out of the installation, maintenance, location, or existence of said Improvements or any other cause of action arising out of the planting, installation, maintenance, location, or existence of said Improvements (collectively, “Claims and Causes of Action”).

4. The University agrees:

   (a) to hold the City, its officers, agents and employees harmless from any and all liability arising out of any such Claims and Causes of Action, and

   (b) to defend the City, its officers, agents and employees and pay all attorney fees in any and all actions brought as a result of such Claims and Causes of Action; and

   (c) indemnify the City, its officers, agents and employees against any and all loss sustained by reason of such Claims and Causes of Action.

5. The University, prior to construction of the Improvements, agrees to submit to the City detailed Construction Drawings and shall secure approval from the City of all permits required for the construction of the Improvements.

6. The University agrees to abide by all lawful statutes and ordinances governing installation of the Improvements as contemplated herein.

7. This Agreement shall not divest the City of any rights or interest in said rights of way or the City-owned Park.

8. The University shall contact "NC One Call Center" prior to excavation where and in the manner required by the NC One Call law.

9. This Agreement shall be binding upon and ensure to the benefit of all of the parties hereto and their heirs, personal representatives, grantees, successors, and assigns.

10. All matters relating to this Agreement shall be governed by laws of the State of North Carolina without regard to its choice of law provisions, and venue for any action related to the Agreement shall be Guilford County Superior Court or the United States District Court for the Middle District of North Carolina.

12. All notices required herein shall be deemed given by depositing such in the United States Mail, first class, and addressed as follows:

<u>If to City:</u>
City of High Point
Office of the City Manager
P.O. Box 230
High Point, NC 27261
Attn: City Manager

<u>If to University</u>
High Point University
Attn: Christopher H. Dudley, Chief of Staff
833 Montlieu Avenue
High Point, NC 27262

NOW, THEREFORE, the City, for and in consideration of these promises and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to the University, its successors and assigns, a revocable encroachment and easement for the Grantee's Improvements, as described in the attached Exhibits, for so long as the property and right of ways are not needed by the Grantor.

IN WITNESS WHEREOF, the City of High Point has caused this instrument to be signed by its Mayor and attested by its Clerk and its seal to be affixed by the duly-granted authority of its City Council, the day and year first above written.

APPROVED AS TO FORM BY: **CITY OF HIGH POINT**

_____________________________ **By:_____________________________**

City Attorney **Bernita Sims, Mayor**

ATTEST: **SEAL**

____

Lisa B. Vierling
City Clerk

NORTH CAROLINA
____________________COUNTY

I, _____________________________, 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 she personally appeared before me this date; and, that by authority duly given, and as the act of the said City of High Point, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal, and attested by herself as its clerk.

Witness my hand and official seal this the ____________ day of _______________, 2010.

My commission Expires: ______________ ________________________________
Notary Public

"Shaping a more livable High Point"

PLANNING AND DEVELOPMENT DEPARTMENT
DEVELOPMENT SERVICES DIVISION
CITY OF HIGH POINT
NORTH CAROLINA

Staff Use Only
Filing Date:________
Case No.:________
Payment:________
Approval Date:________

RIGHT-OF WAY ENCROACHMENT PETITION

To the City Council of the City of High Point:

We, the undersigned, owners of the land abutting upon the street rights-of-way herein to be encroached, do hereby petition the City Council to grant an encroachment agreement hereinafter generally described as follows:

Location of Encroachment N. Centennial St. at the intersection with E. Farriss Ave. and E. Farriss Ave. between N. Centennial St. and W. College Dr. , including Fifth St. Right-of-way (See PB 11 PG 67)

Legal Description of Encroachment Area (Metes and Bounds): See attached Exhibit

(1) High Point University
Property Owner (printed name)

833 Montlieu Ave. High Point, NC 336-841-9346
Address Phone

____
Property Owner's Signature

(2) ________________
Property Owner (printed name)

____
Address Phone

____
Property Owner's Signature

(use additional sheets, if necessary)

Revised 9/1/05

BEFORE YOU DIG!
CALL 1-800-632-4949
N.C. ONE-CALL CENTER
IT'S THE LAW!

SCALE: 1"=40'

CITY OF HIGH POINT AND HIGH POINT UNIVERSITY

FOR

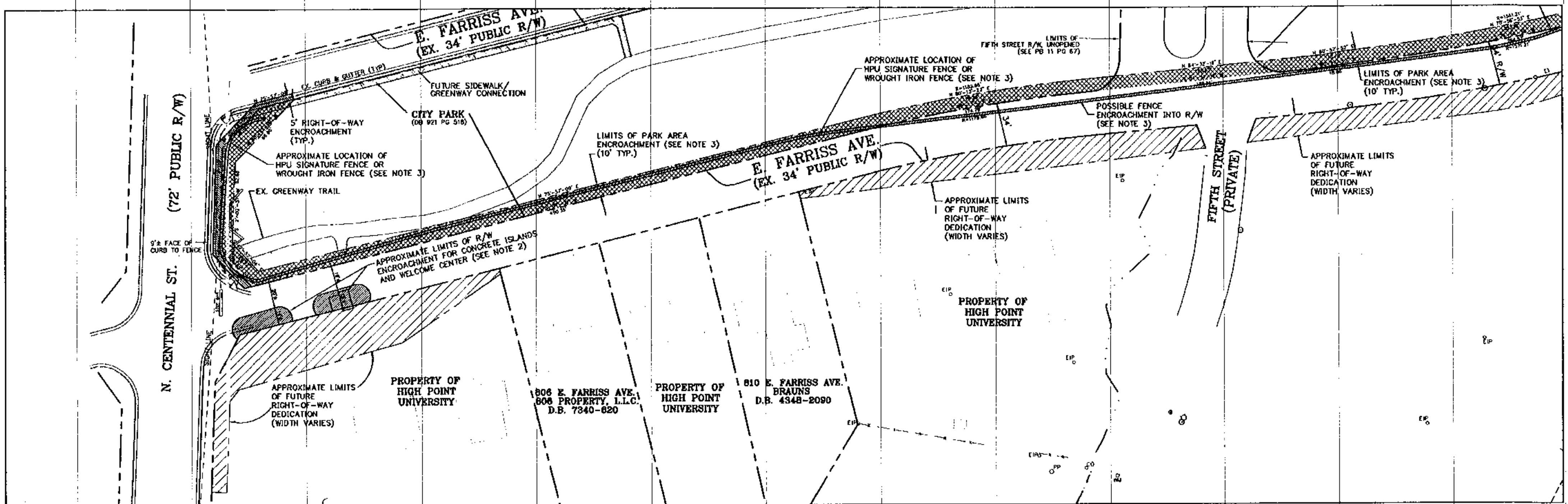
ENCROACHMENTS

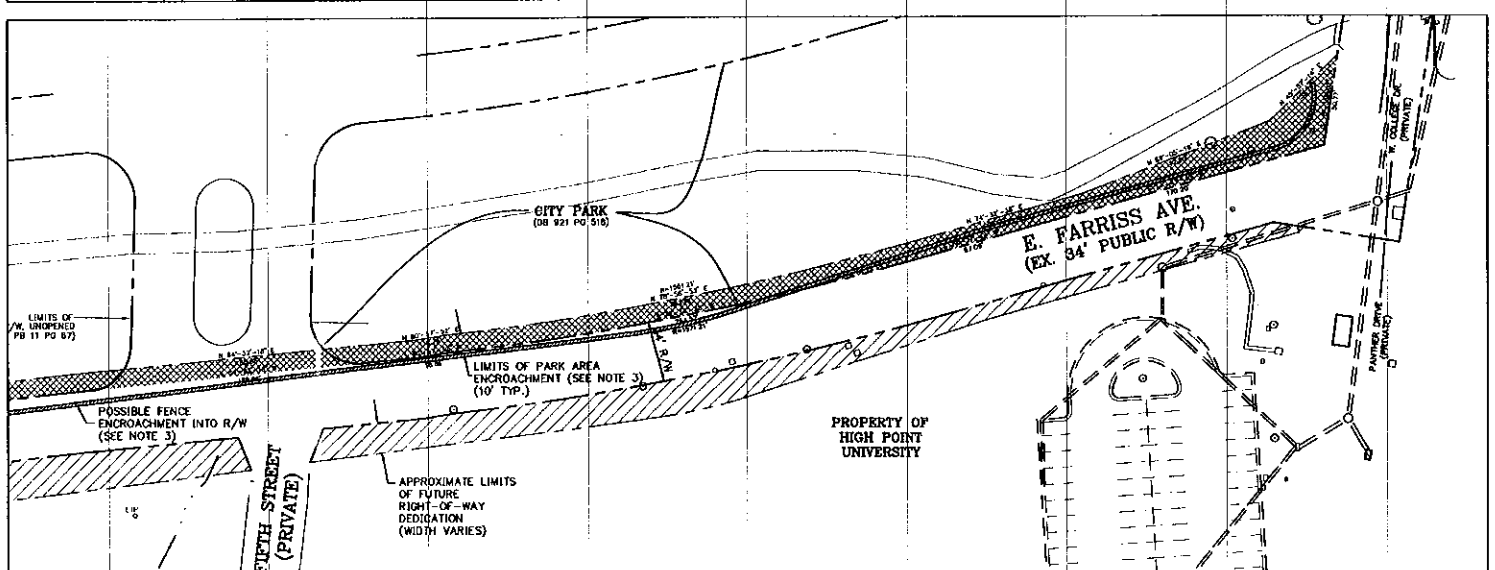
WITHIN

N. CENTENNIAL ST., E. FARRISS AVENUE, FIFTH ST., AND PARK AREAS

CITY OF HIGH POINT
GUILFORD COUNTY - NORTH CAROLINA

NOVEMBER, 2013
JOB No. 2013122





~~Approved~~ Recommended by the Technical Review Committee for 2 years, subject to the approval of a separate land-disturbing permit and/or erosion control plan and may be extended in accordance with the provisions of Section 9-6-8(e) of the High Point Development Ordinance.

Robert L Robbins 26 Nov, 2013

Director of Planning and Development — Date

NOTES:

1. THE LIMITS OF ENCROACHMENT AREAS INDICATED ON THIS EXHIBIT ARE BASED UPON PRELIMINARY PLANS REVIEWED BY THE CITY OF HIGH POINT. CONSTRUCTION OF ANY IMPROVEMENTS WITHIN THE AREAS DESIGNATED AS ENCROACHMENT AREAS OR WITHIN ANY OTHER PUBLIC RIGHT OF WAY AREA ARE SUBJECT TO REVIEW AND APPROVAL OF CONSTRUCTION DOCUMENTS BY THE CITY OF HIGH POINT TO DETERMINE THEIR CONFORMANCE WITH THE CITY OF HIGH POINT DEVELOPMENT ORDINANCE INCLUDING, BUT NOT LIMITED TO, ISSUANCE OF ALL REQUIRED PERMITS. NO CONSTRUCTION ACTIVITIES WILL BE INITIATED BY HIGH POINT UNIVERSITY UNTIL WHICH TIME ALL APPLICABLE PERMITS AND APPROVALS HAVE BEEN ISSUED BY APPROPRIATE CITY DEPARTMENTS.
2. CONSTRUCTION OF CONCRETE ISLANDS AND THE WELCOME CENTER WITHIN THE EAST FARRISS AVENUE RIGHT OF WAY WILL NOT IMPEDE THE FLOW OF VEHICULAR TRAFFIC IN ANY WAY IN CONFORMANCE WITH THE MEMORANDUM OF UNDERSTANDING BETWEEN HIGH POINT UNIVERSITY AND THE CITY OF HIGH POINT.
3. FENCE IMPROVEMENTS SHALL BE EITHER HIGH POINT UNIVERSITY'S "SIGNATURE" STYLE, WROUGHT IRON, OR A COMBINATION OF THE TWO. THE LOCATION OF THE FENCE WITHIN THE ENCROACHMENT AREAS IS APPROXIMATE, AND MAY VARY BASED UPON DETAILED CONSTRUCTION PLANS (SEE NOTE 1). WHERE IT IS NECESSARY TO INSTALL THE FENCE WITHIN THE EAST FARRISS AVENUE PUBLIC RIGHT OF WAY, DUE TO STREAM BUFFER REQUIREMENTS, ISSUANCE OF A FENCE PERMIT SHALL BE CONTINGENT UPON REVIEW AND APPROVAL OF ROADWAY CONSTRUCTION PLANS (SEE NOTE 1) AND THE DEDICATION OF ADDITIONAL PUBLIC RIGHT OF WAY BY HIGH POINT UNIVERSITY.
4. ENCROACHMENTS SHOWN ON THIS PLAN MUST BE APPROVED BY THE HIGH POINT CITY COUNCIL. TRC IS NOT GRANTING THE APPROVAL OF THE ENCROACHMENTS WITH THE ENDORSEMENT OF THIS PLAN.

NORTH CAROLINA SEAL

JAMESTOWN ENGINEERING GROUP, INC.
CONSULTING ENGINEERS
117 E. MAIN STREET
P.O. BOX 365
JAMESTOWN, N.C. 27282

SHEET NO.
1

City of High Point

Strib Boynton
City Manager

HIGH POINT
North Carolina's International City™

Memo To: Mayor Sims and City Council Members

From: Strib Boynton

Date: November 26, 2013

Subject: Resolution Approving Changes Deleting a Portion of Montlieu Avenue from State Highway System Streets

Monday's Agenda includes City Council adoption of the attached Resolution asking the North Carolina Board of Transportation to delete Montlieu Avenue from North College Drive to North Main Street from State Highway System Streets.

The change is recommended to give High Point University greater flexibility to improve portions of the adjoining property that it owns along Montlieu Avenue between North College Drive and North Centennial Street. The change between North Centennial Street and North Main Street is recommended because that portion of Montlieu Avenue is a residential street.

Your approval of the attached Resolution is requested on Monday so we can meet the agenda requirements for the January 8/9, 2014 meeting of the North Carolina Board of Transportation.

I will be providing more information during Monday's City Council meeting. Please call me at 906.5041 if you have any questions or if you desire any additional information in the meantime.

Many thanks!
Strib

RESOLUTION APPROVING CHANGES IN STATE HIGHWAY SYSTEM STREETS WITHIN THE CORPORATE LIMITS OF THE CITY OF HIGH POINT

WHEREAS, in reviewing the status of State Highway System Streets with officials of the North Carolina Department of Transportation, it has been determined that certain deletions should be made on the State Highway System Streets within the corporate limits of the City of High Point due to various changes in functionality and street connectivity;

WHEREAS, there are certain streets which should be deleted from the State Highway System Plan for state responsibility and maintenance, said streets being as shown on the attached list which are made a part hereof.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HIGH POINT:

That deletions in the State Highway System as shown on the attached list are hereby approved and are to become effective January 31, 2014, upon approval by the North Carolina Board of Transportation.

STATE ROADS TO BE DELETED FROM STATE HIGHWAY SYSTEM

Name	**SR#**	**From**	**To**	**Length**
Montlieu Avenue	1471	North College Drive	North Main Street	(mi) 1.37

I, Lisa B. Vierling, City Clerk of the City of High Point, do hereby certify the foregoing to be a true, current and exact of a resolution adopted by the City Council of the City of High Point at its regular meeting held on the 2nd of December 2013.

Witness my hand and corporate seal of the City of High Point, this the 2nd day of December 2013.

(SEAL)

Lisa B. Vierling, City Clerk

City Attorney

JoAnne L. Carlyle

HIGH POINT
NORTH CAROLINA'S INTERNATIONAL CITY™

MEMORANDUM

To: **Strib Boynton, City Manager**

Date: **December 2, 2013**

From: **JoAnne L. Carlyle, City Attorney**

RE: **Addendum to December 2, 2013 Agenda**

Attached is a Revocable License Agreement between the High Point Police Department and ShowPlace for use of their facility for training purposes. Police Chief Marty Sumner and Police Attorney Brian Beasley will both be present to discuss the particulars of the agreement.

c: Cindy Smith
Lisa Vierling
Randy McCaslin

City of High Point, P.O. 230, 211 South Hamilton Street, High Point, NC 27261 USA
Phone: 336.822.4745 Fax: 336.883.2129
E-mail: joanne.carlyle@highpointnc.gov

REVOCABLE LICENSE AGREEMENT

THIS REVOCABLE LICENSE AGREEMENT (the "Agreement") is made and entered into this _____ day of____________, 2013 (the "Effective Date") by and between Showplace AC VI, LLC, a Delaware limited liability company ("Licensor") and The City of High Point ("Licensee") (singularly, a "Party" and collectively referred to as the "Parties").

RECITALS

A. Licensor is the owner of certain real property (the "Property") located at 101 S. Main Street in the City of High Point, County of Guilford, and State of North Carolina.

B. Licensee desires to make use of the Property for certain purposes as described in this Agreement.

C. Licensor is willing to allow Licensee to enter upon the Property subject to all of the terms and conditions of this Agreement.

NOW, THEREFORE, Licensor and Licensee agree as follows:

1. License. Licensor agrees to permit Licensee to use the Property on a non-exclusive basis, in common with Licensor and such other persons to whom Licensor may from time to time grant rights, and Licensee accepts the right so to use the Property, upon and subject to the terms and conditions hereinafter set forth. It is hereby agreed and understood that this Agreement creates merely a revocable license to use the Property and that no right, title, estate or interest in or to the Property is granted to or vested in or intended to be granted to or vested in Licensee by virtue of this Agreement. Licensee acknowledges that all use of the Property by Licensee shall be pursuant to this Agreement and that Licensee shall not, by such use, acquire any rights in or to the Property by prescription, adverse possession or otherwise.

2. Dates. The dates and times at which the Licensee may use the license granted hereunder are as follow:

Date	Times
December 13, 2013	From to
December 17, 2013	From to
December 18, 2013	From to
December 19, 2013	From to
January 7, 2014	From to
January 8, 2014	From to
January 10, 2014	From to

3. Waiver of Fee and Termination of Agreement. Licensor hereby waives payment of any fees or other cash compensation for the granting of the license. Licensor may terminate this Agreement at any time upon no less than twenty-four (24) hours prior notice to Licensee.

4. Use of Property. Licensee shall use the Property for building search training for the High Point Police Department on the dates and at the times described above (the "Event"). Licensee shall not use the Property in any other manner or for any other purpose whatsoever. Licensee shall, by entering upon and occupying the Property, be deemed to have accepted the Property "AS IS", in its then condition, and Licensee hereby releases Licensor, its managers, and their respective managers, directors, officers, employees and agents from any liability or loss caused by any latent or patent defect in or on the Property. Licensee shall comply with all governmental rules, regulations, ordinances, statutes and laws, and all covenants, conditions and restrictions pertaining to the Property or Licensee's use thereof. Licensee shall not permit anything to be done or kept upon the Property that does or could interfere with the rights of Licensor, its transferees, tenants and other licensees, or that will annoy any of them, nor shall Licensee commit or permit any nuisance or any immoral or illegal act to be committed thereon particularly nudity of any kind is strictly forbidden. Licensee acknowledges that Licensor and its agents, contractors and subcontractors are now or may, during the term of this Agreement, be engaged in the construction of improvements and other construction related activities on, adjacent to or in the vicinity of the Property. Licensee agrees not to interfere with any such construction activities and further agrees to comply promptly with any and all requests by agents or employees of Licensor (whether such requests are delivered in writing or orally) to move or remove any machinery, equipment, vehicles or persons interfering with the activities of Licensor or its agents, contractors or subcontractors. Licensee while using the Property shall abide by such rules and regulations and instructions as may be specified by Licensor.

5. Maintenance and Restoration of Property. Upon entering the Property and at all times during the Term, Licensee shall keep and maintain the Property in good order, condition and repair. Promptly after the Event, Licensee shall remove its personal property, repair any damage done to the Property and any of Licensor's other property and upon termination of this Agreement, Licensee shall surrender the Property in the same condition as at the commencement of this Agreement.

6. Improvements. Licensee shall not make any alterations, improvements or changes, or install any fixtures, signs or billboards ("Improvements") in, upon or to the Property without the prior written consent of Licensor. Any Improvements made by Licensee shall, at Licensor's option, become the property of Licensor upon termination of this Agreement. Licensee shall execute such documents as Licensor may require confirming that title to the Improvements vests in Licensor. Licensee shall, however, at Licensor's request, remove such Improvements at Licensee's sole cost and expense upon termination of this Agreement.

7. Utilities. Licensor shall supply all electricity required for the Event during the Event at Licensor's sole cost and expense.

8. Insurance. Licensee is self-insured. Promptly following execution of this Agreement and as a condition of its effectiveness, Licensee shall provide to Licensor evidence that Licensee is in compliance with the worker's compensation insurance requirements for the State of North Carolina and agrees that it will maintain such compliance continuously during the Dates specified in this Agreement.

9. Indemnification.

(a) To the fullest extent permitted by law, Licensee agrees to indemnify, defend and hold harmless Licensor and its affiliates, including but not limited to IMC Manager, LLC and International Market Centers, LP and all of their respective subsidiaries, affiliates, directors, officers, members, managers, partners, agents, employees, servants, insurers, and assignees (all of the foregoing are collectively referred to hereinafter as the "Indemnitees") from and against all liability, losses, damages, claims, and demands (including attorney's fees and costs of defense) on account of or relating to injury to persons, including death, and/or damages to property arising from or in connection with Licensee's use of the Property during the Event, including but not limited to the use or presence of any hazardous or toxic materials, waste or substance during or in connection with the Event. Licensee shall at its own expense, defend any and all actions at law brought against all or any of the Indemnitees based thereon and shall pay all attorney's fees and all other expenses and promptly discharge any judgments arising therefrom.

(b) Licensee agrees to indemnify and hold harmless all Indemnitees, from and against all claims, obligations, fines, liens, penalties, actions, damages, liabilities, costs, charges, and expenses (including, without limitation, attorney's fees and disbursements) in connection with and/or arising from Licensee's use of the Property for the Event or due to any accident or event in or about the Property due to any fraudulent, wrongful, negligent, willful act, error or omission, or breach of contract by Licensee or its invitees. Licensee shall also indemnify the Indemnities from and against any damage, loss, claim, expense, liability or fine incurred or arising by reason of Licensee Parties breach of this Agreement and for any loss of funds due to such acts.

(c) In the event any Indemnities is made a party to any litigation arising from or related to the use of the Property in connection with the Event, then Licensee shall indemnify, defend and hold any Indemnities harmless therefrom and shall pay all judgments, claims, obligations, fines, liens, penalties, actions, damages, liabilities, costs, charges, and expenses (including without limitation, attorney's fees and disbursements) in connection with any such litigation, unless it is determined that Indemnitees were solely negligent or breached their obligations under this Agreement, to the fullest extent permitted by law. The indemnity contained herein shall survive the termination of this Agreement. Licensee shall advise Licensor promptly, in writing of the service upon any Licensee Party of any summons, notices, letters or other communications alleging any claim or liability against any Indemnitees or with respect to the Property or its surrounding area.

(d) Licensee will indemnify, defend, and hold harmless the Indemnitees from and against any and all damages arising out of or connected with Licensee's preparation for, staging or conduct of the Event.

(f) In addition to the forgoing, Licensee shall be liable to Licensor for loss of use, including lost profits or other consequential or incidental damages, arising from or related to Licensee's use of the Property.

10. Assignment. Licensee shall not assign or transfer this Agreement or any rights hereunder nor shall Licensee mortgage, pledge, hypothecate or encumber the rights granted herein without the prior written consent of Licensor, nor shall this Agreement inure to the benefit of any trustee in bankruptcy, receiver or other successor of Licensee, whether by operation of law or otherwise, without such written consent. Any attempt so to assign or transfer this Agreement without such written consent shall be null and void and of no force or effect. This Agreement shall be binding upon the parties hereto and their respective heirs, successors and permitted assigns.

11. Licensor's Right of Entry. Licensor and its authorized agents and representatives may enter the Property at any time for any reasonable purpose. Licensor may place upon the Property suitable signs or plaques giving notice to the effect that the Property is the property of Licensor and Licensor may post and/or record notices of non-responsibility with respect to the actions of Licensee upon the Property.

12. Breach; Cancellation. In the event of any default by Licensee in the performance of any term or condition of this Agreement, Licensor may forthwith cancel this Agreement, retain any sums as liquidated damages, re-enter the Property and take possession thereof and remove all persons and property therefrom. Licensee agrees to hold Licensor harmless from any liability whatsoever for the removal and/or storage of any property on the Property, whether of Licensee or any third party whomsoever.

13. Notices. Any and all notices and demands by or from Licensor to Licensee, or by or from Licensee to Licensor, required or desired to be given hereunder shall be in writing and shall be validly given or made if served either personally, if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, or if deposited with a nationally recognized overnight courier services, addressed as provided below. If such notice or demand be served by registered or certified mail in the manner provided, service shall be conclusively deemed given two (2) days after mailing or upon receipt, whichever is sooner.

To Licensor:	Showplace AC VI LLC c/o Robert J. Maricich, Chief Executive Officer IMC Manager LLC 495 South Grand Central Pkwy. Suite 2203
With copies to:	Las Vegas, Nevada 89106
	General Counsel IMC Manager LLC 495 S. Grand Central Pkwy. Suite 2203 Las Vegas, NV 89106
	Kempen Olivier IMC Manager LLC 495 S. Grand Central Pkwy. Suite 2203 Las Vegas, NV 89106
	Andrew S. Lasine Keziah Gates LLP 300 North Main Street, Suite 400 High Point, NC 27261
To Licensee:	City Attorney City of High Point 211 S. Hamilton, 3rd Floor Suite 320 High Point, NC 27260

Any party hereto may change its address for the purpose of receiving notices and demands as herein provided by a written notice given in the manner aforesaid to the other party hereto, which notice of change of address shall not become effective, however, until the actual receipt thereof by the other party. All notices hereunder shall be as specific as reasonably necessary to enable the party receiving the same to respond thereto.

14. No Partnership. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association between Licensor and Licensee. No provision of this Agreement, nor any acts of the parties hereto, shall be deemed to create any relationship between Licensor and Licensee other than the relationship of licensor and licensee.

15. No Waiver. Licensor's failure to enforce or delay in the enforcement of any provision hereof or any right hereunder shall not be construed as a waiver of such provision or right. Licensor's exercise of any right hereunder shall not preclude or prejudice the exercise thereafter of the same or any other right.

16. Remedies Cumulative. The various rights, options, elections and remedies of Licensor contained in this Agreement shall be cumulative, and no one of them shall be construed as exclusive of any other, or of any right, priority or remedy allowed or provided for by law and not expressly waived in this Agreement.

17. Captions. The captions appearing at the commencement of the sections hereof are descriptive only and for convenience in reference to this Agreement and in no way whatsoever define, limit or describe the scope or intent of the Agreement, nor in any way affect the substantive terms of this Agreement.

18. Governing Law. The laws of the State of North Carolina shall govern the validity, construction, performance and effect of this Agreement.

19. Counterparts. This Agreement may be executed in one or more counterparts, each of which is deemed an original but all of which together constitute one and the same instrument. The parties agree that the execution of this Agreement may be evidenced by facsimile or portable data file (PDF) and that original signatures are not required to evidence the due execution of this Agreement.

20. Entire Agreement. This Agreement sets forth the entire understanding and agreement between the parties hereto and supersedes all previous communications, negotiations and agreements, whether oral or written, with respect to the subject matter hereof. No addition to or modification of this Agreement shall be binding on either party unless reduced to writing and duly executed by or on behalf of the parties hereto. No representation or statement not expressly contained in this Agreement or in any written, properly executed amendment to this Agreement shall be binding upon Licensor or Licensee as a warranty or otherwise.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

LICENSOR:

Showplace AC VI, LLC, a Delaware limited liability company
By WMC Manager, LLC, a Delaware limited liability company, its Authorized Signatory

By:______________________________
Pedro Zapata
Chief Operating Officer

LICENSEE:

The City of High Point

By:______________________________

Name:____________________________

Title:_____________________________