

City of High Point

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



Meeting Agenda

Monday, November 6, 2017

5:30 PM

Council Chambers

City Council

*William S. Bencini, Jr., Mayor
Jay W. Wagner, Mayor Pro Tem
Latimer B. Alexander, IV., Cynthia Y. Davis
James C. Davis, Jason P. Ewing,
Jeffrey J. Golden, Alyce E. Hill,
Christopher Williams*

ROLL CALL, PRAYER, AND PLEDGE OF ALLEGIANCE**RECOGNITIONS AND PRESENTATIONS**[170367](#)

Resolution - New Bethel Baptist Church

Mayor Bencini will present a Resolution to New Bethel Baptist Church for their outreach, service to the Community and positive contributions to our children.

Attachments: [Resolution- New Bethel Baptist Church](#)

[170371](#)

Proclamation - Rev. Robert Williams

Mayor Bencini will present a Proclamation to Rev. Robert J. Williams recognizing him for 40 years of ministry at Williams Memorial Christian Methodist Episcopal Church.

Attachments: [Proclamation - Rev Williams](#)

[170368](#)

Johnson Street Sports Complex

Ms. Nichole Donoghue with the Declan Foundation will be present to show the City Council drawings of the Johnson Street Sports Complex new playground equipment.

Attachments: [2017 Declans 5th playground CityCouncil](#)

STRATEGIC PLAN UPDATE[170369](#)

Update on the Strategic Plan adopted by City Council

Council Member Jeff Golden, Chair of the Community Housing, Neighborhood Development and Public Safety Committee and Council Member Jason Ewing, Chair of the Prosperity & Livability Committee will give an update to City Council on the Strategic Plan as adopted by City Council.

PUBLIC COMMENT PERIOD[170370](#)

Public Comment Period

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

* Persons who have signed the register to speak shall be taken in the order in which they are listed. Others who wish to speak and have not signed in will be taken after those who have registered.

* Persons addressing City Council are asked to limit their comments to three (3) minutes.

* Citizens will be asked to come to the podium, state their name and address and the subject(s) on which they will comment.

* If a large number of people are present to register concerns about the

same subject, it is suggested that they might be acknowledged as a unified group while a designated speaker covers the various points. This helps to avoid repetition while giving an opportunity for people present with the same concerns to be recognized.

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

CONSENT AGENDA ITEMS

FINANCE COMMITTEE - Council Member J. Davis, Chair

- [170372](#) Lease Amendment - High Point Theatre/International Market Center - HVAC
Council is requested to approve an amendment to the original lease agreement between the High Point Theatre and the International Market Centers for the HVAC usage by the Theatre.
Attachments: [1. High Point Theatre - HVAC Lease Agreement](#)
- [170373](#) Budget Ordinance Amendment - Fire Truck Insurance Proceeds
Council is requested to adopt an ordinance amending the 2017-2018 City of High Point Budget Ordinance to appropriate funds in the amount of \$138,859 for insurance proceeds received for repair of a fire truck damaged in an accident.
Attachments: [2. Budget Ordinance - Fire Insurance amendment](#)
- [170374](#) Budget Ordinance Amendment - Governor's Crime Commission Grant
Council is requested to adopt an ordinance amending the 2017-2018 City of High Point Budget Ordinance to appropriate funds in the amount of \$35,332 received from for the Gang Prevention and Intervention from the Byrne Justice Assistance Grants via the North Carolina Governor's Crime Commission.
Attachments: [3. Budget Ordinance Amendment - JAG Gang Grant](#)
- [170375](#) Budget Ordinance Amendment - Community Gardens
Council is requested to adopt an ordinance amending the 2017-2018 City of High Point Budget Ordinance to appropriate funds in the amount of \$37,289 for a Community Gardens Program and a Community Garden Coordinator position as recommended by the Prosperity & Livability Committee at the August 2, 2017 meeting.
Attachments: [4. Budget Ordinance Amendment - Community Garden Coordinator](#)
- [170376](#) Budget Ordinance Amendment- Johnson Street Sports Complex
Council is requested to adopt an ordinance amending the 2017-2018 City of High Point Budget Ordinance to appropriate funds in the amount of \$40,000 received from the Declan Donoghue Foundation for replacement

playground equipment at the Johnson Street Sports Complex.

Attachments: [5. Amendment - Playground equipment - Johnson Street Sports Complex](#)

[170377](#)

Resolution - Agreement - NCDOT - Furniture Market Transportation Grant Council is requested to adopt a Resolution authorizing the City Manager to enter into an agreement with the North Carolina Department of Transportation (NCDOT) to execute all agreements and contracts in connection with the transportation activities for the biennial Furniture Market.

Attachments: [6. NCDOT - Furniture Market Funding Agreement](#)

[170378](#)

High Point MPO - Pedestrian Plan for City of Archdale
The High Point Metropolitan Planning Organization (MPO) is requesting that Council approve a contract with Alta Planning and Design in the amount of \$104,236 to develop a pedestrian plan for the City of Archdale.

Attachments: [7. MPO - Pedestrian Plan for Archdale](#)

[170379](#)

Contract - Traffic Signal Poles and Mast Arms
Council is requested to award contract in the amount of \$104,236.00 for the purchase of traffic signal poles and mast arms assemblies from Atlantic Technical Sales for installation at the intersections of 1) North Main Street and Lexington Avenue, and 2) North Centennial Street and Montlieu Avenue.

Attachments: [8. Traffic Signal Mast Arms NMain Lex Cent Mont 110617](#)

REGULAR AGENDA ITEMS

COMMUNITY HOUSING, NEIGHBORHOOD DEVELOPMENT AND PUBLIC SAFETY COMMITTEE - Council Member Golden, Chair

[170380](#)

Ordinance - Demolition of Dwelling - 708 Old Winston Road
Council is requested to adopt an ordinance ordering the housing inspector to effectuate the demolition of a dwelling located at 708 Old Winston Road belonging to David C. Martin.

Attachments: [1. 708 Old Winston Council Packet](#)

[170381](#)

Ordinance - Demolition - 3111 Martin Luther King, Jr. Drive
Council is requested to adopt an ordinance ordering the housing inspector to effectuate the demolition of a dwelling located at 3111 Martin Luther King, Jr. Drive.

Attachments: [2. 3111 MLK Council Cover Packet Final](#)

[170382](#)

Ordinance - Demolition of Dwelling - 222 Hobson Street
Council is requested to adopt an ordinance ordering the housing inspector to effectuate the demolition of a dwelling located at 222 Hobson Street belonging to Rebekah J. Hoover.

Attachments: [3. 222 Hobson Council Packet Final](#)

[170383](#)

Resolution - Conveyance of Properties to Housing Consultants Group
Council is requested to adopt resolutions authorizing the conveyance of properties located at 800 George Place and 802 George Place to Housing Consultants Group (HCG) to build and sell two homes to income eligible buyers.

Attachments: [4. Conveyance of Property to HCG](#)

PENDING ITEMS

[170350](#)

Ordinance - Demolition of Structure - 1207 Vernon Place
Council is requested to adopt an ordinance ordering the housing inspector to effectuate the demolition of a structure located at 1207 Vernon Place belonging to Dennis Wall. (At the October 2, 2017, it was reported that the property owner is in the process of making repairs. Item was placed back in committee on pending list for 30 days or until the November 6 Council Meeting.)

Attachments: [1207 Vernon Council Council 10-2-17 Final](#)

[170349](#)

Ordinance - Demolition of Structure - 119 Underhill Street
Council is requested to adopt an ordinance ordering the housing inspector to effectuate the demolition of a structure located at 119 Underhill Street belonging to Innovative Investments & Contracting, LLC.

Attachments: [119 Underhill Council Packet 10-2-17 Final](#)

[170284](#)

Ordinance - Demolition of Structure - 709 Hilltop Street
Council is requested to adopt an ordinance requiring the building inspector to effectuate the demolition of a structure located at 709 Hilltop Street belonging to Victor Manuel Campos Rivas and Cynthia Lanto. (This item was placed in Committee and will be reviewed at the November 6th meeting.)

Attachments: [5. 709 Hilltop Council packet](#)

[170255](#)

Ordinance - Demolition of Structure - 1013 Johnson Street
Council is requested to adopt an ordinance ordering the housing inspector to effectuate the demolition of a structure located at 1013 Johnson Street belonging to Don G. Angell Trust.

Attachments: [5. 1013 Johnson St Council Packet](#)

[160330](#)

Ordinance - Demolition of Structure - 512 Hines Street
Council is requested to adopt an ordinance requiring the building inspector to effectuate the demolition of a structure located at 512 Hines Street belonging to Eliseo Zavala. (At the November 7, 2016 meeting this item was deferred to the December 5, 2016 Council Meeting. At the December 5, 2016 Council Meeting, Council deferred this item for 60 days or until the February 6, 2017 Council Meeting. At the February 6th Council Meeting,

item was placed back in pending. At the May 1, 2017 meeting this item was continued to the May 15, 2017 meeting. At the May 15th Council Meeting this item was deferred for 45 days). At the June 5th meeting item was deferred pending receipt of the executed Supplemental Order from the property owner.

Attachments: [512 Hines St Council 5-1-17 updated](#)

PROSPERITY & LIVABILITY COMMITTEE - Council Member Ewing,

Chair

[170384](#)

Community Garden Assistance Procedure
Council is requested to approve the Procedures for Assistance to Community Gardens as approved and recommended by the Prosperity and Livability Committee at the August 2, 2017 meeting.

Attachments: [1. Community Garden Assistance procedure](#)

[170385](#)

Interlocal Agreement - NC State Cooperative Extension in Guilford County - Community Garden Coordinator
Council is requested to adopt a resolution authorizing staff to execute an Interlocal Agreement between the City of High Point, City of Greensboro and Guilford County to fund a Community Garden Coordinator position that will coordinate community, school and shared garden spaces located on public and private lands in Guilford County as recommended by the Prosperity & Livability Committee at their August 2, 2017 meeting. This position will be housed at and administered by the NC State Cooperative Extension in Guilford County.

Attachments: [2. Interlocal Agreement with the NC State Cooperative Extension in Guilford Co](#)

[170386](#)

Public Hearing - Resolution - Acquisition of Properties - Catalyst Project
Monday, November 6, 2017 at 5:30 p.m. is the date established for the adoption of a Resolution providing for the acquisition of properties in accordance with NCGS§158-7.1 as part of the Downtown Catalyst Project.

Attachments: [3. Second Acquisiton of Properties - Catalyst Project](#)

PLANNING & DEVELOPMENT COMMITTEE - Mayor Pro Tem Wagner,

Chair

[170387](#)

Resolution of Intent - Annexation 17-11
Approval of a Resolution of Intent that establishes a public hearing date of Monday, November 20, 2017, at 5:30 p.m. to consider a voluntary contiguous annexation of approximately 20.5 acres lying along the north side of Willard Dairy Road, approximately 800 feet east of Southwest School Road. The property is known as Guilford County Tax Parcel 0169933.

Attachments: [1. Council ROI AN-17-11](#)

PUBLIC HEARINGS - Planning & Development Committee

- [170388](#) Ordinance - William R. Fowler, Jr and Tonia C. Fowler - Annexation 17-09
A request by William R. Fowler, Jr and Tonia C. Fowler to consider a voluntary contiguous annexation of approximately 7.53 acres lying along the north side of Willard Road, approximately 130 feet east of Hickwood Road. The property is addressed as 2603 Willard Road and also known as Guilford County Tax Parcel 0187194.
Attachments: [2. AN-17-09 Staff Report](#)
- [170389](#) Ordinance - Land Acquisition & Development Services, LLC - Zoning Map Amendment 17-17
A request by Land Acquisition and Development Services, LLC to rezone an approximate 7.53-acre parcel from the Residential Single Family-3 (R-3) District to the Residential Single Family-5 (R-5) District. The property is lying along the north side of Willard Road, approximately 130 feet east of Hickwood Road (2603 Willard Road). Approval of this rezoning request is contingent upon City Council approval of a voluntary annexation request.
Attachments: [3. ZA-17-17 Staff Report](#)
- [170390](#) Ordinance - The Presbyterian Homes, Inc. - Annexation 17-10
A request by The Presbyterian Homes, Inc. to consider a voluntary contiguous annexation of approximately 12.8 acres lying north of the intersection of Sandy Ridge Road and Johnson Street. The property also known as Guilford County Tax Parcels 0171322 and 0171330.
Attachments: [4. AN-17-10 Staff Report](#)
- [170391](#) Ordinance - The Presbyterian Homes, Inc. - Zoning Map Amendment 17-18
A request by the Presbyterian Homes, Inc. to rezone approximately 162 acres from the Agricultural (AG) District, within Guilford County's zoning jurisdiction, and the Planned Development Residential (PDR) District to the Planned Development - Periphery (PD-P) District. The site is lying north of the intersection of Sandy Ridge Road and Johnson Street and west of the intersection of Sandy Ridge Road and Kendale Road. Approval of this rezoning request is contingent upon City Council approval of a voluntary annexation request.
Attachments: [5. ZA-17-18 Staff-Report](#)

GENERAL BUSINESS AGENDA

- [170392](#) Appointment - NCMPA1 - Randy McCaslin
Council is requested to confirm the appointment of Deputy City Manager, Randy McCaslin, as the City's appointed representative to the North Carolina Municipal Power Agency1 (NCMPA1) replacing former City Manager Strib Boynton. Appointment effective January 23, 2018.

Attachments: [Appointment -NCMPA1](#)

170393

Abstract of Votes - Primary Election Results

Council is requested to acknowledge receipt of the abstract of votes received from the Board of Election for Guilford County, Forsyth County, Davidson County and Randolph County for the Municipal Primary Election held Tuesday, October 10, 2017.

Attachments: [Acknowledge Receipt of Abstract of Votes for Primary Election October 10 2017](#)

[Abstract of Votes - Forsyth County](#)

[Abstract of Votes - Guilford County](#)

[Abstract of Votes - Randolph County](#)

[Abstract of Votes -Davidson County](#)

170394

Minutes to Be Approved

Special Meeting- High Point City Council; September 25th @ 4:30 p.m.

Finance Committee; September 27th @ 4:00 p.m.

Manager's Briefing; October 2nd @ 4:00 p.m.

Special Meeting- High Point City Council; October 2nd @ 4:45 p.m.

High Point City Council Regular Meeting; October 2nd @ 5:30 p.m.

Community Housing, Neighborhood Dev. & Public Safety Committee;

October 3rd @ 10:00 a.m.

Prosperity & Livability Committee; October 4th @ 9:00 a.m.

Special Meeting- High Point City Council; October 19th @ 2:00 p.m.

Finance Committee; November 1st @ 4:00 p.m.

Attachments: [1. September 25 2017 High Point City Council Special Meeting.pdf](#)

[2. September 27 2017 Finance Committee.pdf](#)

[3. October 2 2017 Manager's Briefing Minutes.pdf](#)

[4. October 2 2017 High Point City Council Special Meeting.pdf](#)

[5. October 2 2017 High Point City Council.pdf](#)

[6. October 3, 2017 CH ND & PS Committee.pdf](#)

[7. October 4 2017 Prosperity & Livability Committee.pdf](#)

[8. October 19 2017 High Point City Council Special Meeting](#)

[9. November 1 2017 Finance Committee](#)

ADJOURNMENT



2017 PRIMARY ELECTION
10/10/2017
ABSTRACT OF VOTES
FOR
RANDOLPH COUNTY, NORTH CAROLINA

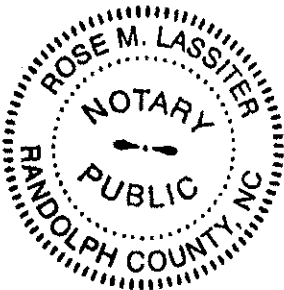
INSTRUCTIONS

The county board shall prepare abstracts of all the ballot items in triplicate originals. The county board shall retain one of the triplicate originals, and shall distribute one each to the city or town clerk for the municipality and the State Board of Elections. The State Board of Elections shall forward the original abstract it receives to the Secretary of State (GS § 163-182.6)

**STATE OF NORTH CAROLINA
COUNTY OF RANDOLPH**

The County Board of Elections for said county, having opened, canvassed, and judicially determined the original returns of the election in the precincts in this county, held as above stated, do hereby certify that the above is a true abstract thereof, and contains the number of legal ballots cast in each precinct for each office or referendum named, the name of each person or choice voted for, their party affiliation (where applicable), and the number of votes cast for each person or choice for the item named.

This is the 16th day of October, 2017.



Chairman

Secretary

Member

This day personally appeared before me, John W. McAnulty, Chairman of the County Board of Elections, who being duly sworn, says the abstract of votes herein contained is true and correct, according to the returns made to said Board.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal this the 16th day of October, 2017.

Rose M. Lassiter
Official Signature of Notary Public

Rose M. Lassiter
Printed/Typed Name of Notary Public

My Commission Expires: 8-14-2021

(Seal)

October 10, 2017 Primary Election Results by Contest

Monday, October 16, 2017
Page 1 of 1

Contest	Choice	Party	Total Votes	Election Day	One Stop	Abs Mail	Provisional
CITY OF HIGH POINT MAYOR	Bruce Davis		0	0	0	0	0
	James (Jim) Davis		0	0	0	0	0
	Jay W. Wagner		0	0	0	0	0
	Mary Lou Andrews		0	0	0	0	0
CITY OF HIGH POINT CITY COUNCIL AT-LARGE	Blakeney		0	0	0	0	0
	Cynthia (Cindy) Davis		0	0	0	0	0
	Daniel Gardner		0	0	0	0	0
	Michael A. Holmes		0	0	0	0	0
	Britt W. Moore		0	0	0	0	0
	Sarah Jane Otte		0	0	0	0	0
	Don Scarborough		0	0	0	0	0
			0	0	0	0	0

October 10, 2017 Primary Election Results by Precinct

Monday, October 16, 2017
Page 1 of 1

Precinct	Contest	Choice	Party	Total Votes	Election Day	One Stop	Abs Mail	Provisional
AR	CITY OF HIGH POINT MAYOR -	Bruce Davis		0	0	0	0	0
		James (Jim) Davis		0	0	0	0	0
		Jay W. Wagner		0	0	0	0	0
		Mary Lou Andrews		0	0	0	0	0
		Blakeney		0	0	0	0	0
		Cynthia (Cindy) Davis		0	0	0	0	0
		Daniel Gardner		0	0	0	0	0
		Michael A. Holmes		0	0	0	0	0
		Britt W. Moore		0	0	0	0	0
		Sarah Jane Otte		0	0	0	0	0
AR	CITY OF HIGH POINT MAYOR -	Don Scarborough		0	0	0	0	0
		Bruce Davis		0	0	0	0	0
		James (Jim) Davis		0	0	0	0	0
		Jay W. Wagner		0	0	0	0	0
		Mary Lou Andrews		0	0	0	0	0
		Blakeney		0	0	0	0	0
		Cynthia (Cindy) Davis		0	0	0	0	0
		Daniel Gardner		0	0	0	0	0
		Michael A. Holmes		0	0	0	0	0
		Britt W. Moore		0	0	0	0	0
TR	CITY OF HIGH POINT MAYOR -	Sarah Jane Otte		0	0	0	0	0
		Don Scarborough		0	0	0	0	0
		Bruce Davis		0	0	0	0	0
		James (Jim) Davis		0	0	0	0	0
		Jay W. Wagner		0	0	0	0	0
		Mary Lou Andrews		0	0	0	0	0
		Blakeney		0	0	0	0	0
		Cynthia (Cindy) Davis		0	0	0	0	0
		Daniel Gardner		0	0	0	0	0
		Michael A. Holmes		0	0	0	0	0
TR	CITY OF HIGH POINT MAYOR -	Britt W. Moore		0	0	0	0	0
		Sarah Jane Otte		0	0	0	0	0
		Don Scarborough		0	0	0	0	0
		Bruce Davis		0	0	0	0	0
		James (Jim) Davis		0	0	0	0	0
		Jay W. Wagner		0	0	0	0	0
		Mary Lou Andrews		0	0	0	0	0
		Blakeney		0	0	0	0	0
		Cynthia (Cindy) Davis		0	0	0	0	0
		Daniel Gardner		0	0	0	0	0
TR	CITY OF HIGH POINT MAYOR -	Michael A. Holmes		0	0	0	0	0
		Britt W. Moore		0	0	0	0	0
		Sarah Jane Otte		0	0	0	0	0
		Don Scarborough		0	0	0	0	0
		Bruce Davis		0	0	0	0	0
		James (Jim) Davis		0	0	0	0	0
		Jay W. Wagner		0	0	0	0	0
		Mary Lou Andrews		0	0	0	0	0
		Blakeney		0	0	0	0	0
		Cynthia (Cindy) Davis		0	0	0	0	0
TR	CITY OF HIGH POINT MAYOR -	Daniel Gardner		0	0	0	0	0
		Michael A. Holmes		0	0	0	0	0
		Britt W. Moore		0	0	0	0	0
		Sarah Jane Otte		0	0	0	0	0
		Don Scarborough		0	0	0	0	0
		Bruce Davis		0	0	0	0	0
		James (Jim) Davis		0	0	0	0	0
		Jay W. Wagner		0	0	0	0	0
		Mary Lou Andrews		0	0	0	0	0
		Blakeney		0	0	0	0	0



NORTH CAROLINA'S INTERNATIONAL CITY™

**MANAGER'S BRIEFING SESSION
HIGH POINT MUNICIPAL BUILDING**

October 2, 2017 – 4:00 P.M.

3RD FLOOR LOBBY CONFERENCE ROOM

Present:

Mayor William S. Bencini, Jr.; Mayor Pro Tem Wagner (Ward 4); and Council Members; Latimer Alexander (At-Large); Cynthia Davis (At-Large); Jeff Golden (Ward 1); Chris Williams (Ward 2), Alyce Hill (Ward 3) [arrived at 4:40 p.m.], Jim Davis (Ward 5); and Jason Ewing (Ward 6) [arrived at 4:40 p.m.]

Staff Present:

Greg Demko, City Manager; Randy McCaslin, Deputy City Manager; Randy Hemann, Assistant City Manager; Kenneth Shultz, Police Chief; Assistant Police Chief Larry Casterline; Jeff Moore, Director of Financial Services; Marquis Barnett; Mark McDonald Director of Transportation; Angela Wynes, Hi Tran Manger; Loren Hill, President-High Point Economic Development Corporation; Eric Olmedo, Budget and Administrative Manager; and Lisa Vierling, City Clerk

JoAnne Carlyle, City Attorney (present only to provide information regarding a proposed local act on easements)

News Media:

Pat Kimbrough, *High Point Enterprise*

City Manager Greg Demko called the meeting to order at 4:00 p.m.

Note: The following handouts were distributed during the meeting and will be incorporated as a permanent part of these proceedings.

- ✓ *Presentation: High Point Police Department- Crime Scene Technician Proposal & High Point Police Statistics through week 40 (10-1-2017)*
- ✓ *Round 2- Community Meetings (ncdot.gov)*
- ✓ *Benefits of Transit provided by High Point*

Local Act for Easements

City Attorney JoAnne Carlyle asked for Council to allow her to talk with Fred Baggett about the possibility of drafting a local act for easements. She noted that reconveyances are a little unusual and although the reconveyances do not happen often, there would be five on tonight's agenda for consideration.

It was the consensus of Council to authorize Ms. Carlyle to proceed.

Presentation- NCDOT Strategic Transit Plan and Update on Route Modifications

Angela Wynes, Hi Tran Manager, informed Council that the NC Public Transportation Division has been undergoing their Strategic Plan Process, looking out forty years for future transit needs on a statewide basis. Ms. Wynes then shared the presentation, which was put together by the Public Transportation Division, along with the Plan Steering Committee, the Technical Committee, and the consulting firm.

The plan will help the state's transit system keeping pace with growth to improve. In FY 2016, 74 million trips were made by North Carolina's transit customers. The state's 100 transit systems provided service in all 100 counties to partner with cities and counties, regional authorities, community colleges/universities, human service agencies, including the NC Department of Health and Human Services, Medicaid and healthcare providers. Growing from 13 small urban bus services in 1974, each of the NC 100 counties now has public transportation service and taking advantage of the 1975 Federal Highway Administration's Rural Public Transportation Demonstration Program, the state became a national leader in human service transportation coordination and rural public transportation. North Carolina's largest service centers have also developed regional transit networks, including light rail in Charlotte and regional bus services in the Piedmont Triad and Research Triangle Park. Each of the 100 transit agencies is unique with some providing transit within cities, while others are multi-county regional systems.

Transit facilities and technology is delivery mobility and access to opportunities for NC residents from Murphy to Manteo and from Greensboro to Goldsboro. While the stages of transit leaders in the southeast continue to grow and aging population will require additional investment in the years to come. Interestingly, while there has been strong population growth in the urban centers, North Carolina's rural population has remained stable with about 4 million persons.

Due to the projected increases in jobs and population, it is expected to put a strain on the highway and transit systems capacity. Continued investments will be needed to manage peak period capacity and maintain quality of life.

The plan's focus will shift to creating a statewide network which provides convenient, affordable and convenient service and will identify avenues to strengthen state, regional and local partnerships and transit investment. The plan's long-term goal will be a high-functioning public transportation network, which leads to improved access to opportunities and increased transit ridership.

Their work focuses around a robust stakeholder involvement process with community meetings in May and October. A Strategic Plan Summit is planned in the spring of 2018 to bring state leaders together to receive the plan's recommendations in advance of the consideration by the North Carolina General Assembly. Approximately 301 people attended the nine community meetings held throughout the state in May 2017.

In analyzing current and future transit markets, the state was divided into 15 analysis districts considering current and expected urbanized area boundaries, counties that are projected to be largely urbanized are grouped together, and counties that are expected to be primarily rural were

analyzed separately. For each district, travel to adjoining counties and counties in neighboring states was considered.

The three missions of the transit services are:

1. To deliver a seamless, frequent transit network that provides North Carolinians convenient access to employment, education, healthcare and recreation;
2. To improve the state's quality of life by supporting economic development, promoting healthy choices, enabling independent living, providing the quality of access; and
3. To increase peak period capacity for major corridors.

The second round of community meetings are planned for October to receive feedback on the draft recommendations and ways to establish, strengthen, and maintain transit partnerships. Council was also invited and encouraged to participate in the MetroQuest online survey that would be used to help prioritize the current and future transit services.

The following questions were posed at the conclusion of the presentation:

1. Why is public transit important to the community?
2. How can we build stronger and more effective partnerships?
3. What programs or initiatives should be included in the Strategic Plan?

Following the presentation, Ms. Wynes distributed a handout containing information specific to High Point, along with a schedule of the community meetings that would be held throughout North Carolina in October. She pointed out two drop-in sessions would be held locally at the PART office in Greensboro on October 18th. The Land Use meeting will be held that morning from 9:30 a.m. to 11:30 a.m. with the public input session that afternoon from 12:30 p.m. to 3:30 p.m.

Council Member Alexander pointed out communities such as Morehead City, Wilmington and Asheville have no rail service, yet, they do have rail lines going through the heart of their downtowns. He suggested that High Point should help advocate for rail service to link the corridors throughout the state and pointed out High Point has a perfect model where their rail system and bus system is co-located and coordinated. He mentioned that families could take advantage of the rail lines and plan trips throughout the state and felt it would link the state, connectivity, and frequency of rail service. Ms. Wynes advised these long-term conversations about rail service and connectivity are taking place between Amtrak, North Carolina Railroad, and NCDOT Rail Division.

Council Member J. Davis pointed out rail costs much more per mile, which results in a tremendous cost difference compared to other modes of transportation services. Council Member Alexander felt the drive would be the freight rail and the passenger rail would be the beneficiary. Ms. Wynes argued that this would cause a disagreement between the freight and the rail service because both would want the frequency of service. She suggested in the interim until these long-term conversations could be worked out, they could work to improve existing passenger rail, connections, and finish the trip with a bus connection. She offered to take this feedback to the committee and would let them know there is a push to make those rail connections from Wilmington to Morehead to Asheville.

Status on Route Modifications & Extending Bus Service in High Point

Council Member Golden asked staff to provide an update on extending the routes and times. Ms. Wynes advised that many challenges have caused delays:

- Operationally they are down eight positions;
- It is difficult to find qualified help to maintain the existing service;
- Competition with Greensboro and Winston Salem because of better pay.

Ms. Wynes noted another struggle has been that High Point requires two years of experience and pays less than the other two organizations. Additionally, a CDL license is required, but High Point does not assist in the process due to the lack of facilities and staff to do so. Deputy City Manager Randy McCaslin pointed out both Greensboro and Winston Salem use contracted employees and Council Member Golden asked if it might help if High Point used contracted employees to provide the bus service. Ms. Wynes stated she was uncertain, but pointed out the key to both Greensboro and Winston Salem is that they are unionized, which means that in five years they are at top pay. She reiterated there is a disparity in salary because High Point's salary increases are strictly merit based. Mr. McCaslin advised that staff is currently reviewing transit salaries and expect to make some adjustments as was done with the linemen positions in the Electric Department.

Council Member Golden also asked about the status of the electric cards and Ms. Wynes explained the coded file from the vendor did not work when it was tested and had to be sent back. However, the vendor who is actually printing and producing the cards is ready to move forward once the corrected coding file is provided.

Prsentation- Crime Stats and Crime Scene Investigators

Major Larry Casterline started his presentation by explaining the structure of the crime scene investigators and elaborated on the highly technical expertise that they provide. The unit is comprised of:

- Uniformed Civilian
- 6 crime scene techs
- 2 property room employees
- 1 latent print examiner
- 1 forensics manager

He briefly touched on the crime scene unit schedule. They work four and five, 10-hour shifts, which results in a four-hour gap in the mornings, seven days a week, as well as significant lapses in coverage besides in the mornings.

Problems and challenges were identified as follows:

- Subpoenaed 50 times a year
- Increased crime scene calls (period of 9/2016 to 8/2017 2,255 calls)
- 18 homicides
- 622 crimes of violence

- 335 firearms related
- Homicide scenes require two crime scene technicians
- 789 hours of overtime, which equates to \$22,064.34 in overtime pay
- Holidays, training, court, vacation

Due to the combination of work required to process crime scenes coupled with using new and advanced technical expertise, increase in calls for violent crimes, courtroom testimony and the normal reasons employees miss work, it has caused a significant lapse in coverage.

Major Casterline advised the Police Department is requesting two additional crime scene technicians and it would allow them to better serve the community by:

- Providing full-time coverage 24/7
- Providing an overlap/peek time for service
- Dispersing work load between eight (8) techs
- Allowing focus in special areas (firearms and DNA)
- Creating less stress for lab technicians
- Providing better customer service
- Solving more crimes

The total estimated cost for the additional crime scene investigators is projected to be \$170,496.28, which would include two crime scene investigators, training, uniforms, photo equipment, salaries/benefits, and one vehicle.

Council Member Alexander inquired as to if this could be done in the current budget. Eric Olmedo, Budget & Administrative Manager, advised that if Council is supportive of these new positions, staff could come back with a budget amendment at the next meeting to appropriate the funds from the General Fund Balance. This will allow the police department to go ahead and start recruiting for these positions. City Manager Greg Demko noted that he had suggested adding eight (8) officers a year to help with the blight and crime issues and felt crime scene techs are equally important.

Council Member C. Davis felt it was great to add officers and tech positions, but stressed the dire need for facility space at the Police Department. Council Member Golden asked if these two additional crime scene technician positions were part of the eight additional officers added when the budget was adopted. He was advised that these two positions are separate from the eight additional officer's positions.

Council Member C. Davis inquired about the time it takes to train the technicians and was advised that it would probably take 9-12 months to full train them.

Council Member Alexander then MOVED to instruct staff to move forward with this and prepare the necessary budget ordinance amendments. Council Member C. Davis made a SECOND to the motion, which carried unanimously. [9-0 vote]

Mr. Demko advised that this matter would be placed on the City Council agenda for the first meeting in November and that the chief would start working on recruitment for these positions.

Update on Crime Statistics

Major Casterline explained the police department looks at data collection and statistics weekly. He reported that during the last three months of the last quarter, there was a 15% reduction in violence. He also reported that currently we are at a 0% increase compared to this time last year and they will hopefully see a reduction in violence this year from last year. Chief Shultz pointed out there was a big spike in violent crimes at the first of the year, and he felt they have really made an impact in solving most of the homicides.

Mr. Demko asked if there was any further discussion. There being none, the meeting adjourned at 5:10 p.m. upon motion duly made and seconded.

Respectfully Submitted,

Lisa B. Vierling, MMC
City Clerk

CITY OF HIGH POINT

AGENDA ITEM



Title: The High Point Metropolitan Planning Organization's selection of Alta Planning and Design to develop a pedestrian plan for the City of Archdale

From: Mark McDonald, Transportation Director

Meeting Date: Monday November 6, 2017

Public Hearing: No

Advertising Date: NA

Advertised By: NA

Attachments: Sole Source Bid Recommendation

PURPOSE:

Consideration of Alta Planning and Design as the selected consultant to develop a pedestrian plan for the City of Archdale.

BACKGROUND:

The City of High Point is the lead agency for the High Point Metropolitan Planning Organization (HPMPO), and is responsible for the management of State and Federal funding used for the benefit of other member agencies. As such, Council must approve this selection. The City of High Point on behalf of the HPMPO invited Statement of Qualifications (SOQs) and information from qualified firms to provide professional development of a Pedestrian Plan for the City of Archdale. Two firms responded to the RFQ and a thorough review of the proposals was completed with the selection committee determining that Alta Planning and Design was best qualified to meet the Needs of the City of Archdale.

BUDGET IMPACT:

There will be no City funds involved with this item.

RECOMMENDATION / ACTION REQUESTED:

The Department of Transportation recommends approval of the selection of Alta Planning and Design to develop a pedestrian plan for the City of Archdale.



**RFQ RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT: **Transportation**

COUNCIL AGENDA DATE: **November 6, 2017**

RFQ NO.: **4000-083017**

DATE OPENED: **8/30/2017**

DESCRIPTION:

The City of High Point on behalf of the High Point Metropolitan Planning Organization (HPMPO) invited Statement of Qualifications (SOQs) and information from qualified firms to provide professional development of a Pedestrian Plan for the City of Archdale, NC.

PURPOSE:

The City of Archdale is interested in developing a pedestrian plan for future development of its multi-modal transportation network. Having such a plan is critical for the City to understand walking system needs and how to best prioritize the expenditure of limited capital resources for greenways and sidewalks.

COMMENTS:

The City of High Point is the lead agency for the MPO, and is responsible for the management of State and Federal funding used for the benefit of other member agencies. As such, Council must approve this selection, even though no City funds are involved.

RECOMMEND AWARD TO: **Alta Planning & Design**

AMOUNT:

JUSTIFICATION:

Two firms responded to the RFQ for this project. After a thorough review of the proposals, the selection committee determined that Alta Planning & Design was best qualified to meet the project needs and the objectives of the City of Archdale and the MPO.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: **Mark V. McDonald**

Digitally signed by Mark V. McDonald
DN: cn=Mark V. McDonald, o=City of High Point,
ou=Transportation, email=mark.mcdonald@highpointnc.gov, c=US
Date: 2017.09.28 09:54:09 -04'00'

DATE: **09/28/2017**

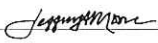
The Purchasing Division concurs with recommendation submitted by the **Transportation** and recommends award to **Alta Planning & Design** in the amount of \$ **NA**.

PURCHASING MANAGER: **Erik Conti**

Digitally signed by Erik Conti
DN: cn=Erik Conti, o, ou,
email=erik.conti@highpointnc.gov, c=US
Date: 2017.09.28 12:02:49 -04'00'

DATE:

Approved for Submission to Council

FINANCIAL SERVICES DIRECTOR: 

Digitally signed by Jeffrey A. Moore
DN: cn=Jeffrey A. Moore, o=City of High Point, NC,
ou=Financial Services Director,
email=jeff.moore@highpointnc.gov, c=US
Date: 2017.10.20 09:19:19 -04'00'

DATE:

CITY MANAGER: **Greg Demko**

Digitally signed by Greg Demko
DN: cn=Greg Demko, o=High Point, ou=High Point,
email=greg.demko@highpointnc.gov, c=US
Date: 2017.10.20 09:45:44 -04'00'

DATE:

CITY OF HIGH POINT

AGENDA ITEM



Title: Budget Amendment for Governor's Crime Commission Grant

From: Eric Olmedo, Budget Director

Meeting Date: November 6, 2017

Public Hearing: N/A

Advertising Date: N/A

Advertised By: N/A

Attachments: Budget ordinance

PURPOSE:

A Budget Amendment is needed to appropriate funds for a grant received for Gang Prevention and Intervention from the Byrne Justice Assistance Grants via the Governor's Crime Commission.

BACKGROUND:

In partnership with the Department of Justice Byrne Justice Assistance Center, the North Carolina Public Safety Governor's Crime Commission awarded a two-year grant for High Point Police Department's Gang Prevention and Intervention Program. The first year of the grant was budgeted in fiscal year 2016-2017. This budget amendment covers the award being received for fiscal year 2017-2018 to continue gang prevention and intervention efforts.

BUDGET IMPACT:

The NC Governor's Crime Commission will allocate \$35,332.25 to the City of High Point. There is no city match for this grant. The second year of the grant began October 1, 2017.

RECOMMENDATION / ACTION REQUESTED:

The Budget Department recommends and asks the Council to approve the budget amendment.

"AN ORDINANCE AMENDING THE 2017-2018 BUDGET ORDINANCE
OF THE CITY OF HIGH POINT, NORTH CAROLINA
TO APPROPRIATE FUNDS FOR THE NORTH CAROLINA GOVERNOR'S CRIME COMMISSION
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 NC Governor's Crime Commission grant in the amount of \$35,332.25 to pay for the Gang Prevention and Intervention Program.

Section 2. The 2017-2018 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:

State Grant Revenues	\$ 35,332
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(B) That the Grant Fund expenditures be amended as follows:

Police Grant Expenditures	\$ 35,332
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Section 3. That all ordinances, or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

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

Adopted November 6, 2017

CITY OF HIGH POINT

AGENDA ITEM



Title: Community Garden Assistance Procedure

From: Michael E. McNair, Director

Meeting Date: November 6, 2017

Public Hearing: N/A

Advertising Date: N/A

Advertised By: N/A

Attachments: Procedures for Assistance to Community Gardens

PURPOSE:

To establish a procedure to promote the development of community gardens in the city through the provision of gardening materials to eligible entities.

BACKGROUND:

During its regularly scheduled meeting on August 2, 2017, the Prosperity and Livability Committee (P&LC) received a presentation and request from the Greater High Point Food Alliance (GHPFA) to promote community gardens. The GHPFA requested City support to defer the costs of required gardening materials such as compost and mulch. The P&LC unanimously agreed to recommend funding contingent upon the development of appropriate procedures and policies to manage the process. The final draft of the procedure was reviewed with the P&LC at its meeting on October 4, 2017.

While the procedure requires participation of a 501(c)(3) Nonprofit organizations, neighborhood associations or community groups may qualify by partnering with an eligible Nonprofit organization.

BUDGET IMPACT:

The P&LC recommended funding in the amount of \$20,000 to cover the costs of community garden materials.

RECOMMENDATION / ACTION REQUESTED:

The Community Development and Housing Department recommends approval of the Procedures for Assistance to Community Gardens and that the appropriate City official and/or employee be authorized to execute all necessary documents.



Assistance to Community Gardens

Standard Operating Policies And Procedures

POLICY FOR PROVIDING MATERIAL TO COMMUNITY GARDENS

Community Gardens

Area of land used solely to grow and harvest food crops and non- food ornamental crops, for personal consumption or group use consumption or donation. Community gardens may be divided into separate plots for cultivation by one or more individuals or may be farmed collectively by members of the group and may include common areas maintained and used by the group.

Purpose

The purpose of this policy is to create guidelines for providing assistance to community gardens in the form of materials from the Ingleside Compost Facility (soil, compost, leaf mulch or wood mulch) or for the abatement of associated cost such as water meters or irrigation valves; tap fees and other related infrastructure improvements may only be approved on city owned properties. Organizations will be responsible for their own water bills. For the purposes of this policy, a Nonprofit organization is defined as an organization that provides public services or whose activities promote a public purpose for the residents of High Point has a physical address located within the City of High Point and has been designated as 501(c)(3). Neighborhood associations or community groups may qualify by partnering with an eligible Nonprofit organization.

Application

Nonprofit organizations desiring to obtain assistance for a community garden will submit a verification of their Nonprofit status. This verification shall be satisfied with presentation of the 501(c)(3) designation letter.

Evaluation

Applications for assistance under this policy and the Nonprofit verification documentation required by this policy shall be submitted to the Community Development and Housing Department (CD&H) in room 312 of City Hall. After the necessary documents are submitted, as described above, CD&H staff will:

- a) Confirm the organization as a Nonprofit 501(c)(3);
- b) Confirm that the Nonprofit is engaged in a public purpose or service that provides a benefit to the residents of High Point;
- c) Verify that the quantity of materials requested are within allowable amounts for the current calendar year
- d) Distribute copies of the application to the Community Gardens Advisory Committee for review and recommendation to the Director of Community Development and Housing;
- e) Upon approval, execute necessary documents and record the transaction in a community garden registry

After verification and approval of the request for material, the Nonprofit representative will be notified of material availability via e-mail.

Costs & Liability

The Nonprofit will be granted a one-time start up allocation of up to 30 cubic yards of top soil and 30 cubic yards wood mulch at the time of initial construction of the community garden at no cost. In the years that follow these gardens may need either leaf mulch or compost to replenish the organic material in the beds. These gardens would be eligible to receive up to 10 cubic yards of leaf mulch or 10 cubic yards compost per year at no cost. If the community garden is located on city property, a new application would not be needed annually. Community gardens located on noncity property will require annual renewals. The Nonprofit organization will be required to purchase any additional amount of selected material that exceeds their annual allowance of no cost material provided under this policy. The City will not assume responsibility for any loss or damage associated with or arising from the Nonprofit's request for, collection of, or use of the material provided by the City under this policy.

Recipients shall provide the City with an annual performance report for each year that assistance is received. Such report shall include at the minimum the following information:

1. Progress on planned activities.
2. Assessment of the effectiveness of the garden in terms of produce yield.
3. Disposition of produce grown.

Said reports due dates are the fifteenth (15th) of the month after each program year.

The City shall provide recipients the format of such report.

The City reserves the right to accept or reject requests at its complete discretion.

Community Garden Assistance Application

Contact Information

Please identify at least two points of contact and designate your primary contact.

Community: _____ **Neighborhood Association:** _____

Primary Contact Person

Name: _____

Address: _____

City: __ Zip: __

Phone: _____

E-mail Address: _____

Organization affiliated with:

Partnering Agency Contact Person

Name: _____

Address: _____

City: __ Zip: __

Phone: _____

E-mail Address: _____

Location of Garden site (must be located within City limits)

Address: _____

Lot: __ Block: _____

Please include a drawing with garden bed locations and sizes

Assistance requested (what are you asking for and if mulch, soil, compost or leaf mulch, what quantities):

CITY OF HIGH POINT

AGENDA ITEM



Title: **Zoning Map Amendment 17-17**
 (Land Acquisition and Development Services, LLC)

From: Lee Burnette, Planning & Development
 Director

Meeting Date: November 6, 2017

Public Hearing: Yes

Advertising Date: October 27, 2017 and
 November 1, 2017

Attachments: A. Planning and Zoning Commission Recommendation
 B. Staff Report
 C. Zoning Ordinance

Advertised By: Planning & Development

PURPOSE:

A request by Land Acquisition and Development Services, LLC to rezone an approximate 7.53-acre parcel from the Residential Single Family-3 (R-3) District to the Residential Single Family-5 (R-5) District. The property is lying along the north side of Willard Road, approximately 130 feet east of Hickwood Road (2603 Willard Road). Approval of this rezoning request is contingent upon City Council approval of a voluntary annexation request.

BACKGROUND:

The staff report and the Planning & Zoning Commission's recommendation are enclosed.

BUDGET IMPACT:

There is no budget impact.

RECOMMENDATION / ACTION REQUESTED:

- A. Staff recommended **approval** of this request, as outlined in the attached staff report.
- B. On September 26, 2017, a public hearing was held before the Planning and Zoning Commission regarding Zoning Map Amendment 17-17. The Planning & Zoning Commission recommended **approval** of this request, as outlined in the staff report and recommended by staff, by a vote of 6-1.

PLANNING AND ZONING COMMISSION RECOMMENDATION

Land Acquisition and Development Services, LLC

Zoning Map Amendment 17-17

At its September 26, 2017 public hearing, the Planning and Zoning Commission reviewed a request to rezone an approximate 7.53-acre parcel to the Residential Single Family-5 (R-5) District. All members of the Commission were present, except for Mr. John McKenzie and Mr. Ray Wheatley. Mr. Herbert Shannon, Senior Planner, presented the case and recommended approval of the request as outlined in the staff report.

Speaking in favor of the request:

Speaking in favor of the request was Mr. David Michaels, manager of Land Acquisition & Development at Windsor Investments, 5603 New Garden Village Road, Greensboro, N.C. Also speaking on behalf of the applicant was Ms. Judy Stalder, zoning consultant with Keller Williams Realty, 665 N. Main Street, High Point, N.C.

Speaking in opposition of the request:

The following people spoke in opposition of the request: James Long, 2101 Hickswood Road; Terry Johnson, 2914 Firethorn Drive; Jerry Williams, 2314 Hickswood Road; Donna Wallace, 2320 Hickswood Road; Helen Whitfield, 2917 Firethorn Drive; Richard Nelson, 2525 Willard Road; Rahlo & Suzanne Leonard, 2303 Hickswood Road; Guy Spaulding, 2909 Firethorn Drive; Connie Valderrey, 2905 McLaurin Court; and Tom Oliver, 2226 Hickswood Road. Those in opposition of the request expressed the following concerns:

- **Traffic and Safety:** concern that the proposed twin home development will bring more traffic to an area that already has too much traffic congestion.
- **Density of Development and Prefer Single Family Homes:** the lot size and proposed density of development is not consistent with other subdivisions in the area that have much larger lots. A single family subdivision would be more appropriate.
- **Devaluation of Homes:** the development will drive the value of nearby homes down.
- **Environmental Impact:** Increased storm water runoff and disturbance to natural environment.

Planning & Zoning Commission Action

The Planning & Zoning Commission recommended **approval** of this request, as recommended by staff, by a vote of 6-1, with Mr. Armstrong voting against the motion.

Upon making its recommendation, the Planning & Zoning Commission stated that an approval of Zoning Map Amendment 17-17 would be consistent with the City's adopted plans. Additionally, the Commission concurred with the staff report and found an approval recommendation reasonable and in the public interest because:

- 1) Development standards of the requested R-5 District will ensure development densities will be consistent with the adopted Low Density Residential Land Use Map classification that has been established for this area.
- 2) The current R-3 District and the requested R-5 District both permit similar non-residential uses. Additionally, there are single family detached and single family attached subdivisions in this general area. Thus, the requested R-5 District would not be introducing uses that are not already established in this area.
- 3) Development standards of the proposed R-5 District as to minimum development size, perimeter setback and landscaping standards, and a restriction on the number of units that can be attached (maximum of two) will ensure development of the property addresses Goal #5 and Objective #8

of the Land Use Plan, which seeks to promote an urban growth pattern that occurs in an orderly fashion and encourages in-fill, mixed-use, cluster development and higher residential densities at appropriate locations.

Mr. Armstrong stated his vote in opposition was based on there being no previous City improvements to Willard Road. After the public hearing Mr. Greg Venable, Transportation Planning Administrator, explained that this segment of Willard Road lies outside the City Limits and is maintained by NCDOT.

**CITY OF HIGH POINT
PLANNING AND DEVELOPMENT DEPARTMENT**

**STAFF REPORT
ZONING MAP AMENDMENT 17-17
September 26, 2017**

Request	
Applicant: Land Acquisition and Development Services, LLC	Owners: William R. Fowler, Jr and Tonia C. Fowler
Zoning Proposal: To annex and rezone a 7.53-acre parcel.	From: R-3 Residential Single Family-3 District (City of High Point ETJ Area)
	To: R-5 Residential Single Family-5 District

Site Information	
Location:	Lying along the north side of Willard Road, approximately 130 feet east of Hickwood Road (2603 Willard Road)
Tax Parcel Number:	Guilford County Tax Parcel 0187194
Site Acreage:	Approximate 7.53-acre parcel
Current Land Use:	Undeveloped
Physical Characteristics:	The property has no noteworthy physical features.
Water and Sewer Proximity:	A 12-inch City water line lies adjacent to the site along Willard Road. An 8-inch City sewer line is lying in Hickwood Road.
General Drainage and Watershed:	The site drains in a westerly direction and development is subject to the City Lake General Watershed Area (GWA) requirements. Engineered storm water treatment measures are required for multi-family development with a total impervious surface area greater than 24% of the site, and for single family developments with a gross density of 2 units per acre or more.
Overlay District:	City Lake General Watershed Area

Adjacent Property Zoning and Current Land Use			
North:	R-3	Residential Single Family-3 District (City of High Point ETJ Area)	Single family dwelling
South:	R-3	Residential Single Family-3 District (City of High Point ETJ Area)	Single family dwelling (across Willard Road)
East:	R-3 CU R-3	Residential Single Family-3 District (City of High Point ETJ Area) Residential Single Family-3 District	Undeveloped parcel and single family dwellings
West:	R-3	Residential Single Family-3 District (City of High Point ETJ Area)	Undeveloped parcel and single family dwellings

Relevant Land Use Policies and Related Zoning History	
Community Growth Vision Statement:	This request is neither consistent or inconsistent with the goals and objectives of the Community Growth Vision Statement.
Land Use Plan Map Classification:	The site has a Low-Density Residential land use designation. These areas include primarily single family detached dwellings on individual lots. Development densities in these areas shall not exceed five dwelling units per gross acre.
Land Use Plan Goals, Objectives & Policies:	The following goal and objectives of the Land Use Plan are relevant to this request: Goal #5: Promote an urban growth pattern that occurs in an orderly fashion and conserves the land resources of the city and its planning area. Obj.#5. Maintain an appropriate balance between the size, location and density of new development and the availability and demands upon the public services and facilities required to serve that development; and Obj. #8. Stimulate more efficient use of the City's land resources by encouraging in-fill, mixed-use, cluster development and higher residential densities at appropriate locations.
Relevant Area Plan:	Not applicable
Zoning History:	There has been no recent zoning activity in this area.

Transportation Information				
Adjacent Streets:	Name		Classification	Approx. Frontage
	Willard Road		Local	310 ft.
Vehicular Access:	Access will be taken from Willard Road			
Traffic Counts: (Average Daily Trips)	Willard Road		2,700 ADT (NCDOT 2015 traffic count)	
Estimated Trip Generation:	Using the development data provided by the applicant, the total ADT for this site is estimated at 209 average daily trips over a 24-hour period			
Traffic Impact Analysis:	Required		Comment	
	<u>Yes</u>	<u>No</u> X	Not applicable	
Conditions	The City of High Point Transportation Director and the North Carolina Department of Transportation (NCDOT) shall approve the exact location and design of all access points and improvements.			

School District Comment				
Guilford County School District				
Local Schools:	Enrollment: (2017 – 2018 Projections)	Maximum Design Capacity:	Mobile Classrooms:	Projected Additional Students:
Montlieu Elementary	679	858	3	10 - 12
Welborn Middle School	434	609	0	5 - 6
Andrews High School	844	1,238	0	5 - 6
School District Remarks:	None			

Details of Proposal

The applicant is requesting to rezone an approximately 7.53-acre parcel, located outside the Core City Area, from its current R-3 District to the R-5 District. The R-3 and R-5 Districts are similar in that they are both principally intended for the development of single family detached dwellings served by public water and sewer. Complimentary uses such as open space, schools, utilities, religious institutions, and recreational facilities are also allowed in both of these residential zoning districts.

Although similar, there are two distinguishable differences between the R-3 and R-5 Districts on land located outside the Core City Area. The first being the allowable development density. The R-3 District permits development up to three dwelling units per acre with a minimum lot size of 12,000 square feet, while the R-5 District allows a 7,000-square foot minimum lot sizes that permits development up to five dwelling units per acre. The second is that the R-5 District allows a single family attached dwelling development provided it occurs on a tract of land five acres or larger. However, such development can attach a maximum of two dwellings (i.e. twin homes). Regardless as to the type of residential use (single family attached or single family detached), a maximum of 37 dwelling units are permitted on this 7.53-acre parcel under the requested R-5 District.

Staff Analysis

The R-5 district is established to accommodate principally single-family detached dwellings developed at a density of five units per acre. The City of High Point Land Use Map designates this portion of the City as Low Density Residential, which permits residential development at a maximum density of five dwelling units per acre. Staff agrees that the requested R-5 District is consistent with the City's adopted Land Use Plan.

As to the allowance of attached single family dwellings, as permitted by the R-5 District, the following will ensure compatibility with other surrounding residential uses:

1. Development Standards: In the R-5 District, outside the Core City Area the Development Ordinance requires an attached single family development to have a minimum land area of five acres; a minimum 20-foot wide perimeter setback; and restricts the number of attached units to two per building (twin home). Additionally, the landscaping standards of the ordinance require a Type C planting yard be installed where such a development abuts a single-family detached use. The Type C yard requires an average width of 15 feet and installation of seven trees and 20 evergreen shrubs every 100 linear feet.
2. Similar uses and development density. The applicant is considering the development of a 36-unit twin home development at a density of 4.7 units per acre. There are similar attached residential uses in the vicinity of the zoning site. Approximately 400 feet north of the zoning site is the Eagle Glen Development, a twin home subdivision with a Conditional Use Residential Multifamily (CU RM-5) zoning district. This 32-acre development consists of 151 dwelling units at a density of 4.7 dwelling units per acres. Also, approximately 1,400 feet to the east, at the intersection of Penny Road and Willard Road, is the Greenside Townhome subdivision. Greenside is a 4.6-acre townhome subdivision that also has a Conditional Use Residential Multifamily (CU RM-5) zoning district. This subdivision is approved to permit 21 units with a density of 4.5 units per acres. Thus, the allowance of single family attached

dwelling will not introduce a residential use type or development density that is not already established in this area.

Consistency with Adopted Plans:

The proposed Zoning District is appropriate for its proposed location and is consistent with the purposes, goals, objectives and policies of relevant comprehensive land use or area plans

Staff Comments:

The request is consistent with the Land Use Plan designation for the area, and it also meets several Land Use Plan goals and objectives related to preventing sprawl. In addition, there are single family attached dwelling developments nearby that have been developed at a similar density.

Reasonableness/Public Interest:

An approval of the proposed Zoning District is considered reasonable and in the public interest.

Staff Comments:

In this case, staff suggests that the approval of this request is reasonable and in the public interest because:

- 1) Development standards of the requested R-5 District will ensure development densities will be consistent with the adopted Low Density Residential Land Use Map classification that has been established for this area.
- 2) The current R-3 District and the requested R-5 District both permit similar non-residential uses. Additionally, there are single family detached and single family attached subdivisions in this general area. Thus, the requested R-5 District would not be introducing uses that are not already established in this area.
- 3) Development standards of the proposed R-5 District as to minimum development size, perimeter setback and landscaping standards, and a restriction on the number of units that can be attached (maximum of two) will ensure development of the property addresses Goal #5 and Objective #8 of the Land Use Plan, which seeks to promote an urban growth pattern that occurs in an orderly fashion and encourages in-fill, mixed-use, cluster development and higher residential densities at appropriate locations.

Recommendation

Staff Recommends Approval:

The Planning & Development Department recommends approval of the request to rezone this 7.53-acre parcel to the R-5 District. The requested R-5 District will be compatible with the surrounding area and in conformance with adopted plans.

Required Action

Planning and Zoning Commission:

The NC General Statutes require that the Planning and Zoning Commission place in the official record a statement of consistency with the City's adopted plans when making its recommendation. This may be accomplished by adopting the statements in the Staff Analysis section of this report or by adopting its own statement.

City Council:

The NC General Statutes require that the City Council also place in the official record a statement of consistency with the City's adopted plans, and explain why the action taken is considered to be reasonable and in the public interest when rendering its decision in this case. This may be accomplished by adopting the statements in the Staff Analysis section of this report or by adopting its own statement.

Report Preparation

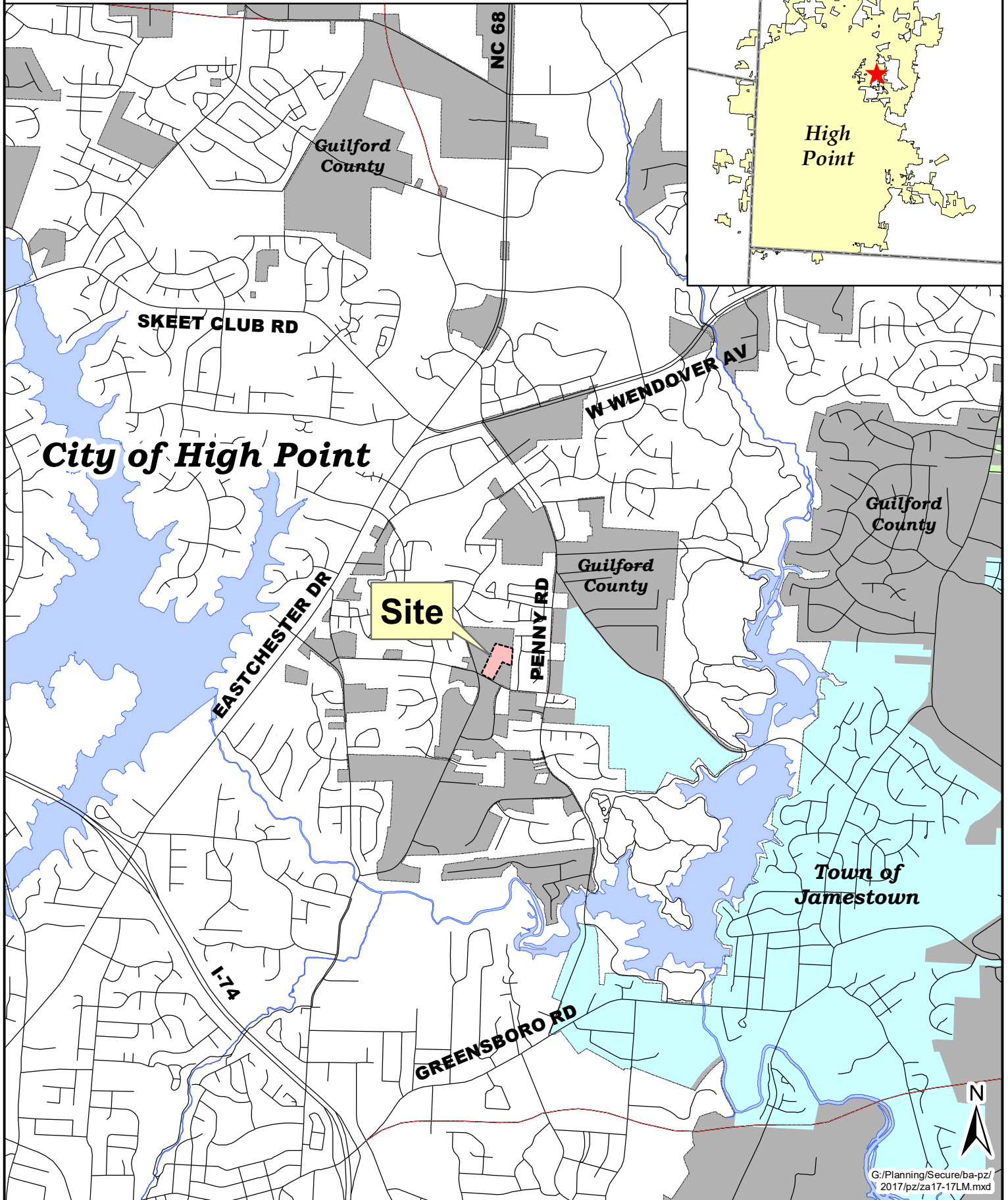
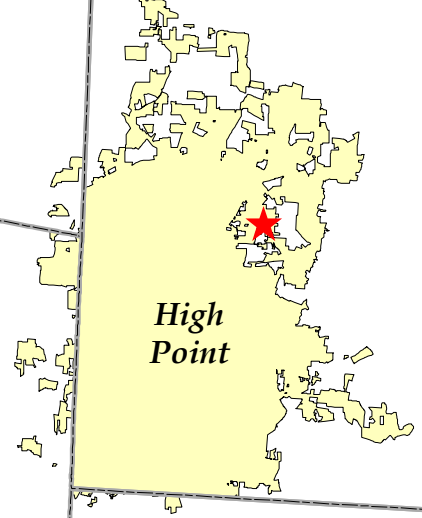
This report was prepared by Planning and Development Department staff member Herbert Shannon Jr. AICP, Senior Planner, and reviewed by Robert Robbins AICP, Development Services Administrator and G. Lee Burnette AICP, Director.

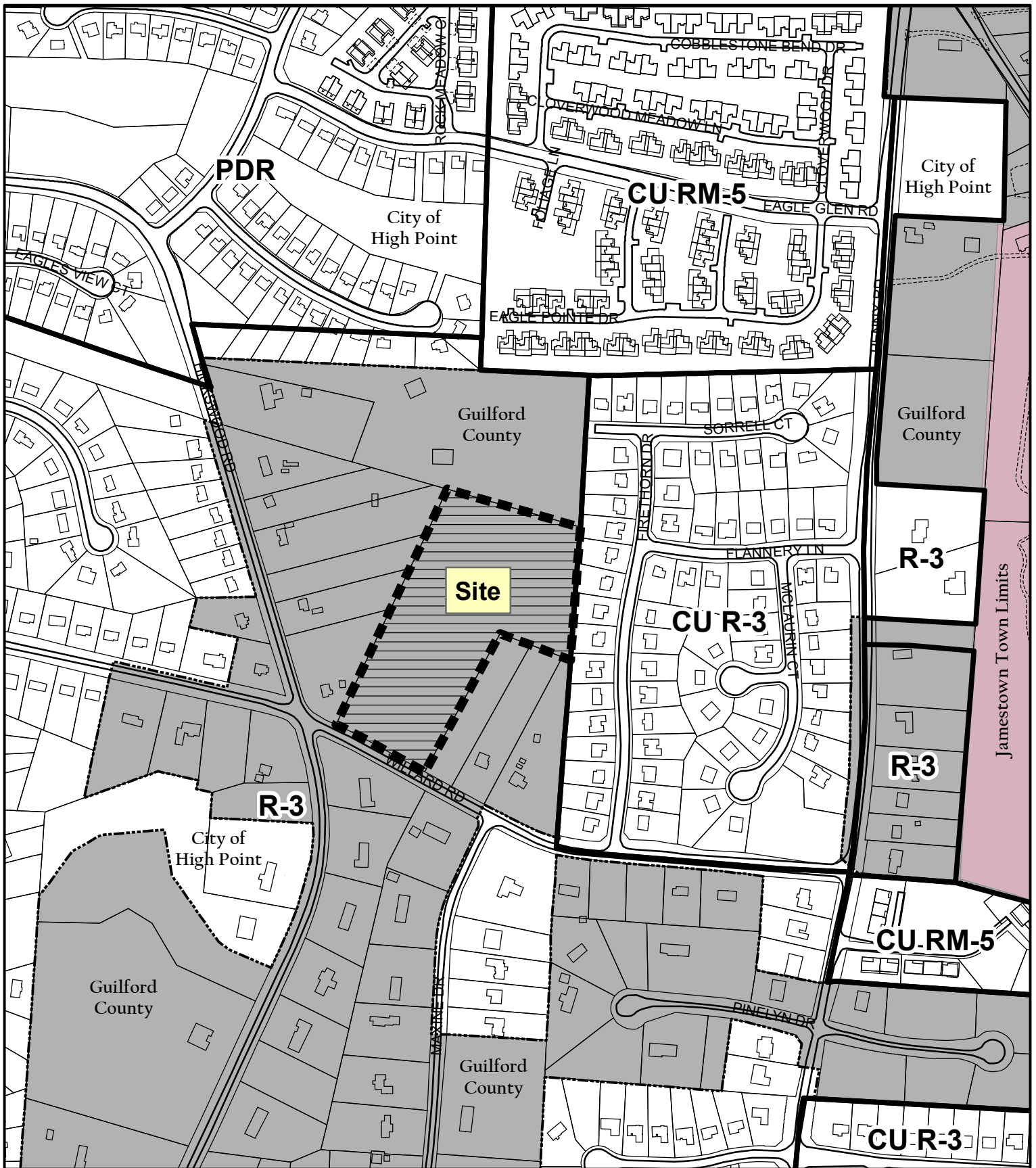
LOCATION MAP

ZONING MAP AMENDMENT ZA-17-17

Applicant: Land Acquisition and Development Services, LLC

Vicinity Map





ZONING MAP AMENDMENT ZA-17-17

From: Residential Single Family-3
To: Residential Single Family-5

Existing Zoning Boundary —————
Subject Property Boundary - - - - -

**Planning & Development
 Department**

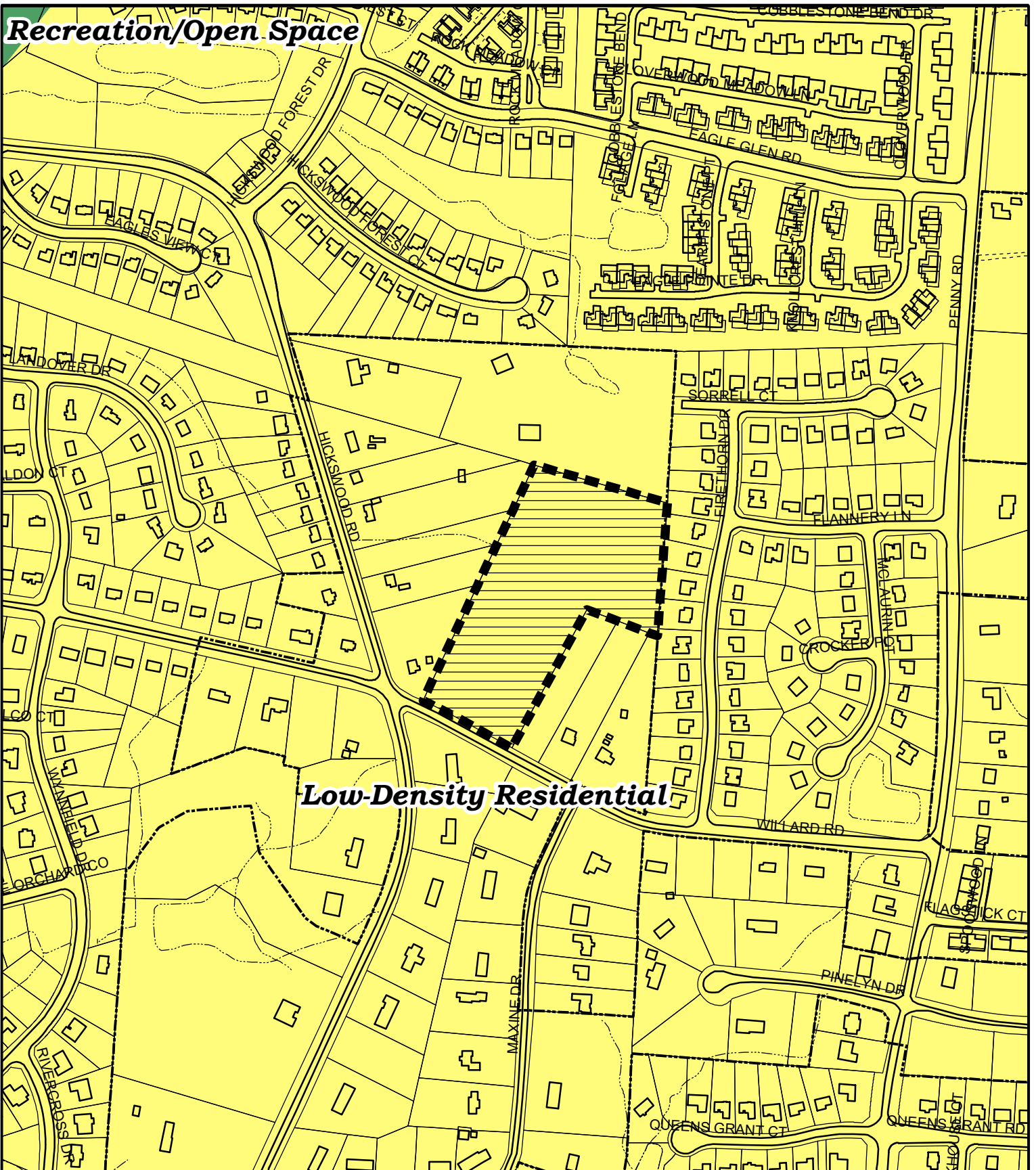
City of High Point

Date: September 26, 2017



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Recreation/Open Space



Low-Density Residential

ZONING MAP AMENDMENT ZA-17-17

Land Use Plan

Existing Land Use Plan
Subject Property Boundary



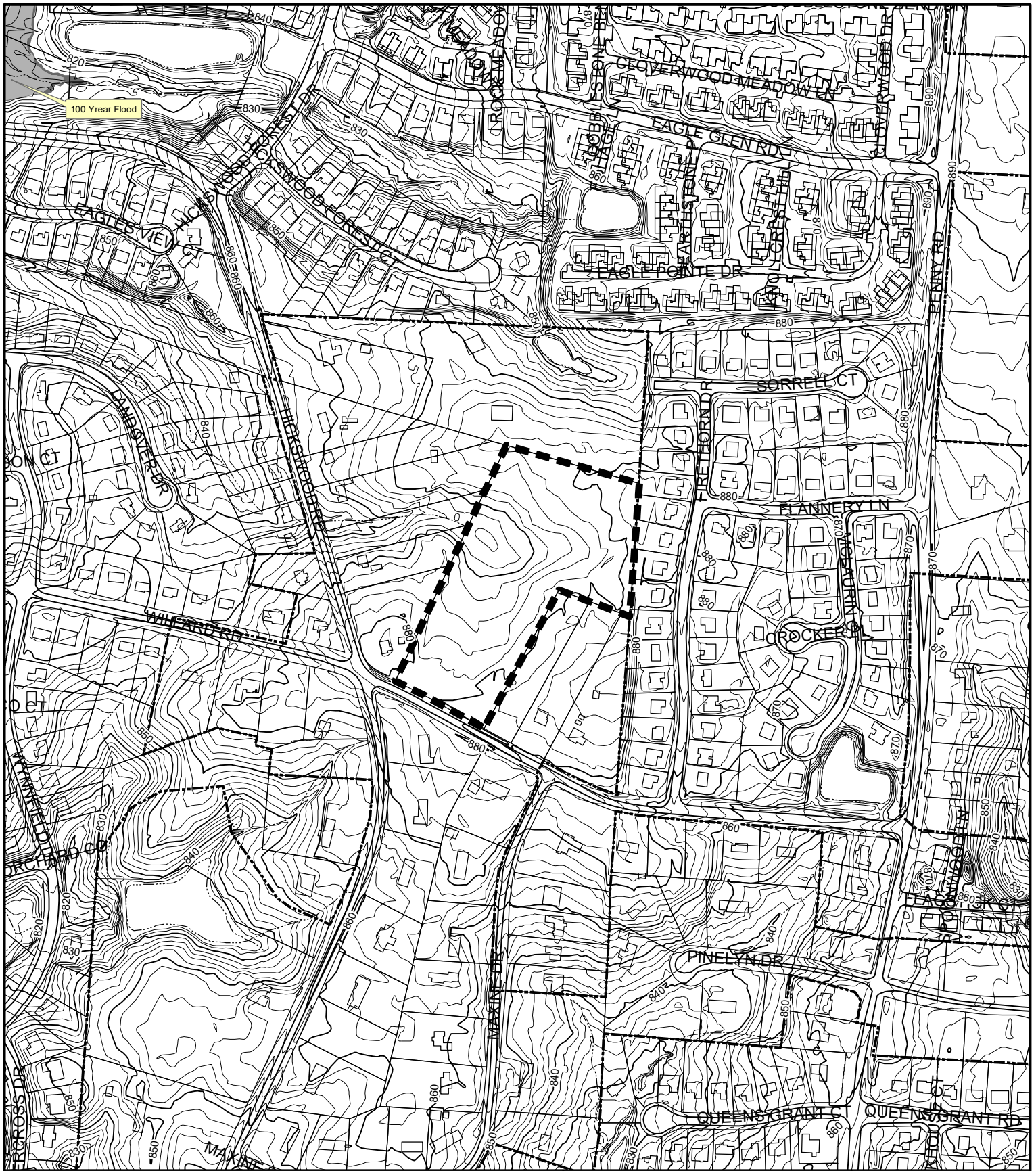
**Planning & Development
Department**

City of High Point

Date: September 26, 2017



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ZONING MAP AMENDMENT ZA-17-17

Topography

Subject Property Boundary - - - - -

Planning & Development
Department

City of High Point

Date: September 26, 2017



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ZONING MAP AMENDMENT ZA-17-17



AN ORDINANCE AMENDING “THE CITY OF HIGH POINT, NORTH CAROLINA DEVELOPMENT ORDINANCE,” PURSUANT TO SECTION 2.4.19, ZONING MAP AMENDMENTS, OF THE DEVELOPMENT ORDINANCE.

WHEREAS, the City Council of The City of High Point adopted “The City of High Point Development Ordinance” on May 16, 2016 with an effective date of January 1, 2017, and subsequently amended;

WHEREAS, public hearings were held before the Planning and Zoning Commission of the City of High Point on September 26, 2017 and before the City Council of the City of High Point on November 6, 2017 regarding **Zoning Map Amendment Case 17-17 (ZA-17-17)** a proposed amendment to the Official Zoning Map of the “City of High Point Development Ordinance”;

WHEREAS, notice of the public hearings was published in the High Point Enterprise on 17, 2017, for the Planning and Zoning Commission public hearing and on October 25, 2017 and November 1, 2017, for the City Council public hearing pursuant to Chapter 160A-364 of the General Statutes of North Carolina; and

WHEREAS, the proposed amendment was adopted by the City Council of the City of High Point on **xxxxxxxx, xx, 2017.**

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

SECTION 1

That the Official Zoning Map of the City of High Point be amended to establish the following described area as: A **Residential Single Family-5 District**. The property is approximately 7.53 acres and lying along the north side of Willard Road, approximately 130 feet east of Hickwood Road. The property is also known as Guilford County Tax Parcel 0187194.

SECTION 2

Should any section or provision of this ordinance be declared invalid, such decision shall not affect the validity of the remaining portions of this ordinance.

SECTION 3

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

SECTION 4.

This ordinance shall become effective upon the date of adoption.
xxth day of xxxxx,xx, 2017.

Lisa B. Vierling, City Clerk

Citizens Information Meeting Report Zoning Map Amendment 17-17

Submitted by: Mr. David Michaels, on behalf of
Land Acquisition and Development

September 1, 2017

Mr. Herbert K. Shannon, Jr., AICP
Senior Planner/ Zoning Coordinator
City of High Point
211 S. Hamilton, Room 316
High Point, NC 27260

Via email: herb.shannon@highpointnc.gov

RE: City of High Point Rezoning/Annexation from County R-3 to COHP R-5 - 7.53 acres
Willard Road by Land Acquisition & Development Services, LLC

**Report - Citizen Information Meeting held August 31, 2017 at Parkwood
Baptist Church, 2107 Penny Road**

The meeting began at 6:05 PM

There were 14 property owners in attendance – see attached sign in sheet.

Also in attendance were David Michaels, representing the developer and Windsor Homes; and Charlie Hall, representing Windsor Homes

A notification card was mailed August 24, 2017 to 42 addresses as supplied by the High Point Planning Dept. The card and the list of parties/addresses to which it was mailed is attached.

The required statement provided by the High Point Planning and Development Dept. was handed out to all attendees. A copy is attached.

A copy of the agenda as reviewed by Mr. Michaels during the meeting is attached. The agenda explains the purpose of the meeting, the review process, the proposed development and general information about the applicant.

Exhibits were presented showing: the current zoning map, an aerial photo, the adopted Land Use Plan, a preliminary sketch plan of the development and the proposed buildings. A copy of these exhibits is attached.

Mr. Michaels went through the agenda and answered questions during the discussion and at the end of the presentation.

A summary of the questions and responses is also attached.

The meeting adjourned at 7:30 PM

Submitted by,



David Michaels

Neighborhood Meeting – August 31, 2017

Address

2633 Maxine Dr HP

2320 Hickwood Rd HP

2303 Hickwood Rd AP

2613 Willard Rd HH

2318 Hickwood Ave.

2226 Hollywood Bl. H.P.

2914 Finethorn Dr. H.P.

2226 HICKSWOOD RD. H.P.

2914 Firethorn Dr.

2903 McLaurin, Ct HP

2314 Redstone BL

2601 WILLARD ROAD

To: Property Owners within 300 feet of 2603 Willard Road

RE: Meeting notice: Parkwood Baptist Church, 2107 Penny Road

August 31, 2017 from 6:00 to 7:30 PM.

Land Acquisition and Development Services, LLC has requested a rezoning for property located at 2603 Willard Road. You are invited to an informational meeting at the location and time set forth above in order to learn more about our proposal. I will be available to answer questions and discuss any concerns you may have about this request. We are requesting zoning of R-5 classification which will permit a maximum of up to 5 single-family homes per acre. The City of High Point will hold a public hearing for this matter on September 26, 2017 and you should receive additional information from them with further details of that meeting.

Site acreage 7.53 acres

Proposed zoning R-5

Proposed home sites 36 total

I encourage your comments and questions. If you cannot attend the meeting on August 31, then you may call me at 336-282-3535 extension 239.

Yours truly,

David B. Michaels

Company Agent

AMH 2015-1 BORROWER LLC
30601 AGOURA RD SUITE 200
AGOURA HILLS CA 91301

ANKOMAH, PAUL ; ANKOMAH, GLORIA ANKOMAH
2906 FIRETHORN DR
HIGH POINT NC 27265

BANNISTER, PETER B ; BANNISTER, SHELIA R
2915 FIRETHORN DR
HIGH POINT NC 27265

BEARD, WILLIAM JACKSON SR ; BEARD, NORMA J
2310 HICKSWOOD RD
HIGH POINT NC 27265

BISH, ESTHER A ; BISH, JACK E
2935 FIRETHORN DR
HIGH POINT NC 27265

BRODT, HERMAN
2913 FIRETHORN DR
HIGH POINT NC 27265

CATES, DAVID C ; CATES, SANDRA M
2220 HICKSWOOD RD
HIGH POINT NC 27265

CAVINESS, KEITH LASHORE ; CAVINESS,
PATRENA DIANA
2912 FIRETHORN DR
HIGH POINT NC 27265

CHADWELL, DALE E ; CHADWELL, WENDY L
2633 MAXINE DR
HIGH POINT NC 27265

CRAVEN, CHESTER C ; CRAVEN, ELLA F
2612 WILLARD RD
HIGH POINT NC 27265

DAVIS, GINA C ; DAVIS, JONATHAN E
2215 HICKSWOOD RD
HIGH POINT NC 27265

EASTON, JESSICA LYNN ; EASTON, SEAN REILLY
2916 FIRETHORN DR
HIGH POINT NC 27265

EVANS, DANIELLE M ; EVANS, RYAN C
2931 FIRETHORN DR
HIGH POINT NC 27265

FABRIZIO, LINDA B ; FABRIZIO, JAMES A
2937 FIRETHORN DR
HIGH POINT NC 27265

FOWLER, WILLIAM R J/T R/S ; HOOTS, BETTY TEW
J/T R/S
2601 WILLARD RD
HIGH POINT NC 27265

FOWLER, WILLIAM RAHLO SR ; FOWLER, WILLIAM
R JR
2601 WILLARD RD
HIGH POINT NC 27265

GRIFFIN, CHRISTINE C HEIRS
2701 WILLARD RD
HIGH POINT NC 27265

GRIFFITH, ROBERT L ; GRIFFITH, CHRISTINE D
2613 WILLARD RD
HIGH POINT NC 27265

HARMAN, JIMMY W
3972 FLANNERY LANE
HIGH POINT NC 27265

HAYES, RONALD P
2910 FIRETHORN DR
HIGH POINT NC 27265

HIJAZ, HASAN P ; HIJAZ, SAMAHAR
2932 FIRETHORN DR
HIGH POINT NC 27265

HOLFIELD, PAMELA NEESE
2529 WILLARD RD
HIGH POINT NC 27265

IRELAND, ALAN G ; IRELAND, ARLEEN H
2919 FIRETHORN DR
HIGH POINT NC 27265

IVYSTONE INVESTMENTS LLC
2803 BENJAMIN CT
JAMESTOWN NC 27282

JACKSON, BETTY JEAN ; JACKSON, MELVIN
GARNELL
2318 HICKSWOOD RD
HIGH POINT NC 27265

JOHNSON, LINDA S
2914 FIRETHORN DR
HIGH POINT NC 27265

LANDRETH, MICHELLE L
2704 GLASSHOUSE RD
JAMESTOWN NC 27282

LEONARD, FREDERICK RAHL
2303 HICKSWOOD RD
HIGH POINT NC 27265

MOSQUEDA, SAUL JAUREZ
2312 HICKSWOOD RD
HIGH POINT NC 27265

OLIVER, WILLIAM ; OLIVER, EDITH L
2226 HICKSWOOD RD
HIGH POINT NC 27265

PATEL, NATWARBHAI ; PATEL, KAPILABEN
3970 FLANNERY LANE
HIGH POINT NC 27265

PATEL, RAJENDRA M ; PATEL, PUSHPA R
2933 FIRETHORN DR
HIGH POINT NC 27265

PATTERSON, JO ANN
6815 SOUTH JEFFERY BLVD
CHICAGO IL 60649

PHILLIPS, KIM BOWMAN ; PHILLIPS, ANTHONY
3970 SORRELL CT
HIGH POINT NC 27265

SPAULDING, GUY ; SPAULDING, KI SPAULDING
2909 FIRETHORN DR
HIGH POINT NC 27265

SWAIM, NOLAND GRANT ; SWAIM, CYNTHIA H
2530 WILLARD RD
HIGH POINT NC 27265

TRACEY, STEVEN C ; TRACEY, CHRISTINA L
2934 FIRETHORN DR
HIGH POINT NC 27265

WALLACE, DONNA R
2320 HICKSWOOD RD
HIGH POINT NC 27265

WANDREY, BRIAN T ; WANDREY, JEANNINE
2921 FIRETHORN DR
HIGH POINT NC 27265

WHITFIELD, LELAND ; WHITFIELD, HELEN
PRESCOD
2917 FIRETHORN DR
HIGH POINT NC 27265

WILKINS, CHRISTINE A
2908 FIRETHORN DR
HIGH POINT NC 27265

WILLIAMS, JERRY L ; WILLIAMS, CAROLYN M
115 BYRNWOOD DR
JAMESTOWN NC 27282



**City of High Point
General Zoning Request
Citizen Information Meetings**

Anyone planning to file a zoning application from the City of High Point, that propose to establish a more intense zoning district, is required to hold a citizen information meeting. The City of High Point finds that quality development is better achieved through an informed and cooperative process than an adversarial one. The purpose of the citizen information meeting is to allow the person planning to file an application, otherwise known as the applicant, the opportunity to inform citizens about the development proposal and to provide citizens the opportunity to ask questions and find out more about the proposal prior to any official public hearings.

The applicant's development proposal is officially presented to the Planning & Zoning Commission and City Council at their respective public hearings. At the public hearings, the Commission and Council hear comments and concerns from citizens regarding the proposal prior to making decisions. The public hearings are not the preferred setting for citizens to learn about a development proposal for the first time. It is difficult to gain understanding of a proposal and offer well thought out comments during the relatively short time of a public hearing. The citizen information meeting is important in that it can provide basic information and allow communication with the applicant before the public hearings, so that citizens may informatively develop their comments and any concerns, and later present them at the public hearings for consideration.

Applicants may vary the form and number of citizen information meetings they conduct; however, they are required to contact or otherwise notify owners of property located within 300 feet of the proposed zoning site. Whatever form the meeting takes, those citizens participating are provided with this written statement from the City of High Point, which describes the purpose of the citizen information meeting, the application process and where additional information may be obtained from the City. In addition, the applicant must provide a written description of the development proposal and any other available information that would help citizens to better understand it. After the zoning application is filed with the City's Planning & Development Department, the applicant submits to the City a written report of the citizen information meeting(s). At a minimum, this report records the property owners notified; date, time and location of the meeting(s); the written description of the development proposal; and any comments, ideas or suggestions from citizens that were incorporated into the development proposal.

Before the public hearings are held, the City's Planning & Development Department mails notices to all owners of property located within 300-feet of the zoning site. This notice provides information on the zoning district request; the time, date and place of the Planning & Zoning Commission public hearing; and contact information. A second notice is mailed prior to the City Council's public hearing with similar information. Also, signs are placed on the zoning site giving notice of the request and the City's public hearings.

After hearing public comments and considering the development proposal, the Planning & Zoning Commission makes a recommendation to the City Council who, after holding their public hearing, decides what action should be taken on the proposal.

Citizens are strongly encouraged to contact the City's Planning & Development Department and visit the department's website for additional information on the City's zoning process, and for information about specific development proposals.

Contact:

Planning & Development Department 336-883-3328
www.highpointnc.gov/plan/
www.buildhighpoint.com

2603 Willard Road – Rezoning

Agenda - Citizens Information Meeting – August 31, 2017
Parkwood Baptist Church @ 2107 Penny Road

- 1 Introduction - David Michaels, LADS / Windsor Homes
Charlie Hall with Windsor Homes
- 2 Thank Pastor Pittman, the staff and congregation here at Parkwood Baptist Church for the use of their facility.
- 3 Join me in a word of prayer to open the meeting.
- 4 Thank you for attending - please sign one of the attendance records.
- 5 High Point requires me to turn in a roster of those in attendance.
- 6 Purpose of meeting:
 - A. Advise you of Zoning Commission public hearing – September 26 at 6:00 PM
 - B. Explain the review process with High Point,
 - C. Explain our zoning and development proposal and application,
 - D. Receive your comments and concerns – please hold comments to the end.
- 7 Handouts & exhibits
 - A. Informational letter from City of High Point about this process.
 - B. Current zoning map and aerial photo
 - C. Preliminary sketch plan of proposed development
 - D. Pictures of similar product we intend to build if approved
- 8 First, review process:
 - A. Submit rezoning and annexation applications – already complete
 - B. Staff will review applications and prepare a report and then make a recommendation to P & Z Commission
 - C. P & Z will hear the case – staff, developer, citizens - and then vote
 - D. Case will then go to City Council in November
 - E. City Council will make final decision factoring in all comment
- 9 Next, explain who we are and our proposal:
- 10 LADS/Windsor:
 - A. LADS is affiliated with Windsor Homes
 - B. Windsor has built in many neighborhoods in High Point and throughout Triad
 - C. I have developed many sites in High Point including work at Piedmont Centre and other residential communities

11 Property

- A. This property has been on the market for sale for some time.
- B. LADS has a contract to purchase it from current owners
- C. Feel that best use is residential – this conforms to the current Land Use Plan
- D. Intend to construct attached SF dwellings for sale like at Covent Garden
- E. Good success with these homes at Covent Garden which is located off Tarrant Road/Hanging Leaf Drive, we would like to duplicate that product: 1700 SF, average price of about \$220,000; move down/empty nester buyer

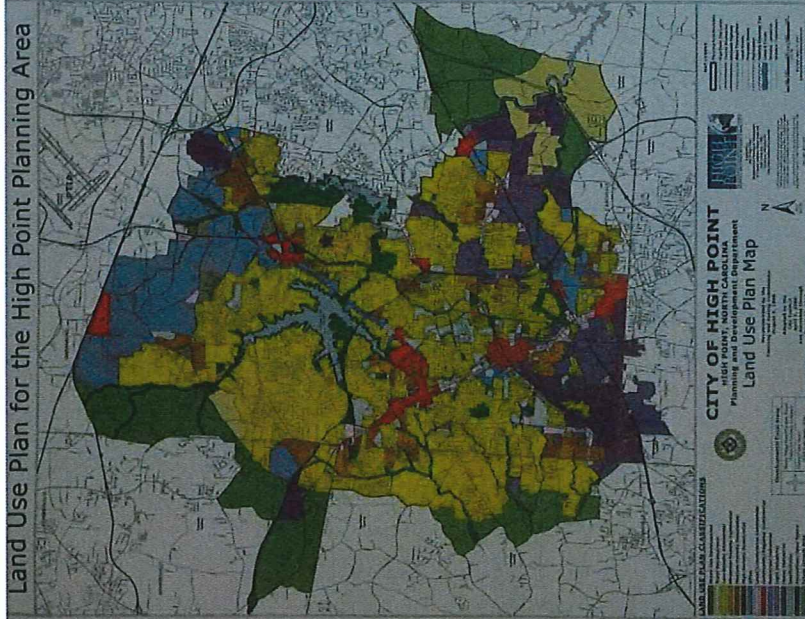
12 Proposed Rezoning and site issues

- A. 7.53 acres total – would allow up to 37.65 units
- B. The land will be annexed into High Point from Guilford County – annexation approval runs at the same time as the zoning case
- C. Rezone from county R-3 to R-5
- D. R-5 allows up to 5 SF units per acre
- E. Consistent with the adopted Land Use Plan for Low Density Residential
- F. Development Sketch Plan – has been reviewed by COHP
 - 1) 36 homes proposed, 18 buildings total
 - 2) Good site, level, will have to clear and grade
 - 3) One storm water device will be required – biocell most likely
 - 4) Landscape buffer of 15' average – perimeter – either preserve or plant
- G. Transportation
 - 1) No street connection to existing neighborhood – stub street to north
 - 2) All traffic to Willard Road – NCDOT to approve connection
 - 3) Sidewalk along Willard Road
- H. Utilities
 - 1) Water and sewer – public – water at Willard, sewer at Hickwood in ROW
 - 2) Underground electrical, gas, etc
- I. HOA
 - 1) Will set up HOA to maintain retention pond, mailboxes, yards and signage
 - 2) Will have deed restrictions, bylaws, etc.
 - 3) No active recreation proposed – Various parks close by

13 Questions & comments? Please give name, address and your question

Comparable Densities:

Greenside Townhomes	CU RM 5
Eagle Glen	CU RM 5
Meadowridge @ Greenway	CU R 3
County Land	R 3



Land Use Plan for the High Point Planning Area 11

LAND USE POLICIES

Based upon the prevailing Development Issues and Land Use Goals and Objectives, the following Land Use Policies are established as the fundamental principles underlying the City's Land Use Plan. These policies are intended to guide the City's land use decisions and to provide a framework for the development of the City's land use regulations. They should also provide guidance to the private sector in participating in the City's land use decisions. The policies are intended to guide the City's land use decisions and to provide a framework for the development of the City's land use regulations.

- Land Use Classifications:** The delineation of the various land use categories is based upon the following criteria:
 - Land Use Map:** The delineation of these categories will respect the Planning Area's physical environment.
 - Developmental Land Areas, Neighborhood Reutilization Target Areas and Community Neighborhoods:** Special requirements and emphasis at critical locations within the Planning Area will be given.
 - Development Guidelines:** Standards for addressing specific land use objectives.

Land Use Classifications

The land use classifications shown on the Land Use Map reflect the following High Point's Land Use and form patterns. These land use patterns are defined below:

- Low Density Residential:** The land use pattern is characterized by single-family detached homes, typically on lots of one-half acre or more, with a minimum lot size of one-half acre. The land use pattern is characterized by single-family detached homes, typically on lots of one-half acre or more, with a minimum lot size of one-half acre.
- Medium Density Residential:** The land use pattern is characterized by a variety of attached and detached housing, typically on lots of one-half acre or more, with a minimum lot size of one-half acre. The land use pattern is characterized by a variety of attached and detached housing, typically on lots of one-half acre or more, with a minimum lot size of one-half acre.
- High Density Residential:** The land use pattern is characterized by multi-family housing, typically in the form of apartment buildings, townhouses, and condominiums. The land use pattern is characterized by multi-family housing, typically in the form of apartment buildings, townhouses, and condominiums.

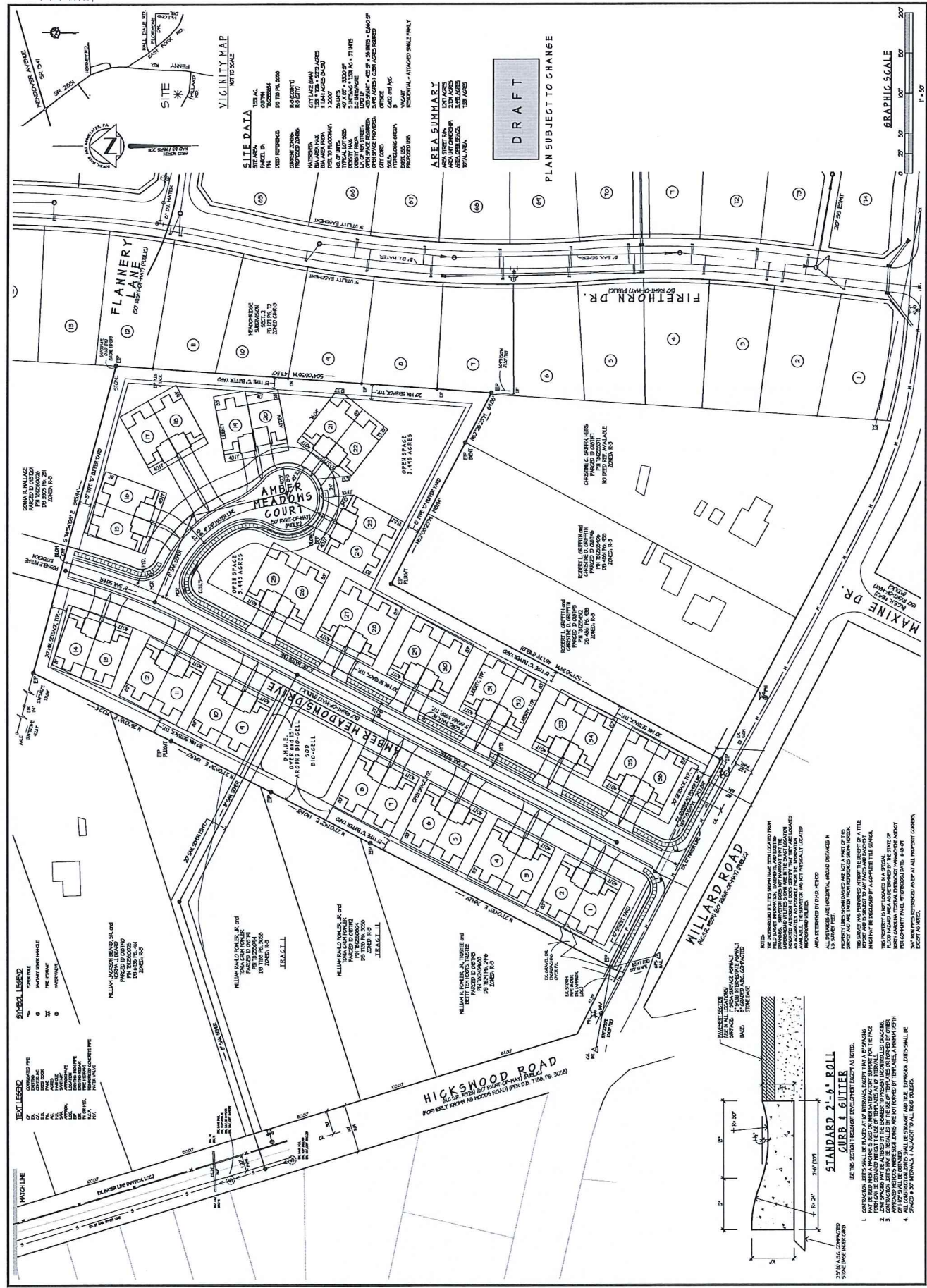


BWA

Engineers
Planners
Surveyors

Borum, Wade and Associates, P.C.
621 Empire Court, Suite 101, Greensboro, NC 27401-2711
P.O. Box 2132, Greensboro, NC 27402-1382
Phone: 336-275-0171 Fax: 336-275-0779
Web: www.borum-wade.com
N.C. License No. C 11668

SEALS



Report - Citizen Information Meeting held August 31, 2017 at Parkwood Baptist Church, 2107 Penny Road

Q&A

Q: What is the approximate square footage per unit?

A: The approximate square footage is approximately 1,700 square feet. We are proposing to duplicate the product that we built at Covent Garden which is located off Tarrant Road/Hanging Leaf Drive. The average price there was about \$220,000; and we are targeting the move down/empty nester buyer.

Q: Are the units going to be for rent?

A: No, the units will be for sale only.

Q: How many units can you build per acre?

A: Our proposal is to re-zone the current land from county R-3 to R-5; this will allow us to place 5 units per acre.

Q: Rahlo Leonard: What are you going to do in order to preserve the trees in the area?

A: We will maintain a landscape buffer yard as required by the development ordinance. Attached single family requires a Type C Intermittent buffer (3 canopy trees, 4 understory and 20 shrubs. We will try to save as many trees as possible which will credit against this requirement.

Q: Rahlo Leonard: Did you know there is a flood plain on the land you are purchasing?

A: We have had an environmental company assess the site and they found no wetlands, streams or floodplain.

Q: Rahlo Leonard: Are you all going to install a retention pond on the property? If so, is it going to affect the quality of our well water? When they built the recent development around our neighborhood, there was run off and disturbance that went underground and affected our well water.

A: Yes, we will construct a bio-cell type device- no open water pond, the bio-cell utilizes underground pipes. This development should have no impact on water wells.

Q: Rahlo Leonard: Will the new development have well water or City service? We currently have well water and we want to keep it this way.

A: We will have public water/sewer.

Q: Rahlo Leonard: Do you plan to annex the property?

A: Yes, this property must be annexed in order to access High Point water/sewer.

Q: Suzanne Leonard: What kind of affect is this development going to have on the surrounding wildlife?

A: Not sure

Q: Donna Wallace: I am concerned about the flow of traffic. What are you going to do to prevent this area from turning into a congested area just like Skeet Club Rd? Have you performed any traffic studies?

A: The City of High Point will assess the impact of traffic. No, we have not performed a traffic study and we are not required to perform a study since the development is rather small, only 36 homes.

Q: Donna Wallace: Is there a plan to widen Willard Rd? I've had issues with my mailbox getting knocked over and don't want it to keep happening. What are you going to do to conserve the trees? Is our wooden fence on our property going to be touched during the construction process?

A: We have not been requested to widen Willard Rd. I will discuss this with City staff to see if they have any future plans to improve Willard Road or Penny Road. See previous response regarding the tree buffer. We will not disturb the fence or anything else on your property.

Q: Jerry Williams- Annexation? He owns three acres.

A: The property will be annexed. We do not know of High Point's plan to annex anything else.

Q: Mr. Oliver: I am concerned about my driveway location because it will be located close to the entrance. His driveway is located across from lot 1 and lot 36.

A: We will take a look at this in the field. We are limited by only one access point.

Q: Michael Fairley: Why does Windsor want to build around this area?

A: This is a popular and growing area with lots of services nearby. We think more people would like to live in this area and this product has worked well for us in north High Point.

Q: Michael Fairley: How is it going to affect schools in the area?

A: The buyer profile for this type of housing indicates that not many children will live here.

Q: I moved into this area because it was private and because there is only one entrance. Have you all done research on how this development will affect property value and future sales?

A: Our proposed pricing is consistent or higher than surrounding home values and I don't believe there will be any negative impact.

Q: Michael Fairley: Can't stand the congestion on Tarrant Rd and Skeet Club Rd. What will you do to prevent Willard Rd from getting this way?

A: High Point controls these streets and they will assess continued growth in this area.

Q: Gary and Donna Wallace: They are concerned about the density. They think that R-5 zoning is not a good fit for the area.

A: R-5 is consistent with what is allowed in the adopted High Point Land Use Plan. There are other developments with similar or greater densities in close proximity to this site.

Q: Concerns from just about all homeowners about what we are going to install for a buffer zone.

A: See previous responses about trees and required buffers.

Q: Christine Griffith: I am concerned about bikers riding through my yard, dogs using the bathroom on my property and trespassers coming to the area.

A: We share your concern.

Q: Linda Johnson: How is the road coming from Meadow Ridge going to be affected by future connectivity?

A: High Point, like most municipalities, generally prefers that neighborhoods are interconnected and so that try to plan ahead to allow for these situations. The road from Meadowridge does not tie into this property but the site to the north.



The Declan Donoghue Foundation
celebrating the spirit of play

Declan's 5th Playground at Johnson Street Sports Complex

Meeting with High Point City Council
November 6, 2017



The Declan Donoghue Foundation
celebrating the spirit of play

Declan's Story



Declan Donoghue was born on May 30, 2008. He was a wonderful little boy who just loved having fun with his family and friends. One of Declan's favorite things to do was to go outside to play on the playground. Declan loved to play, but he was also struggling with an undiagnosed, rare immune genetic disease. On September 2, 2010, at the age of two, Declan went up to Heaven and became an angel watching over us for eternity. Though Declan's short time here on Earth was sometimes painful, it was never without play.



The Declan Donoghue Foundation

celebrating the spirit of play

Declan's Legacy



Play. It's essential to the human spirit. It's how we experience and enjoy the world and the people around us. Nowhere is this more apparent than the pure, happy and uninhibited play of children. The Declan Donoghue Foundation was created by Declan's parents, Rich and Nicole in September 2010. The foundation seeks to carry on the memory of Declan and his spirit of play by helping to fund and build playgrounds in North Carolina's Piedmont Triad area.

Declan's spirit of play lives on.



Declan's Playground
at Johnson Street Sports Complex



The Declan Donoghue Foundation
celebrating the spirit of play

Grand Opening Celebration
Sunday, November 12, 2017
2pm – 4pm



CITY OF HIGH POINT
NORTH CAROLINA

WILLIAM S. BENCINI, JR.
MAYOR

November 8, 2017

Mr. Matt Schull
Chief Operating Officer
ElectriCities of North Carolina, Inc.
1427 Meadow Wood Boulevard
Raleigh, NC 27604

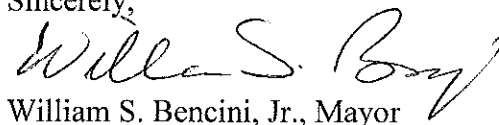
Dear Matt:

At the High Point City Council meeting held on Monday, November 6th, the City Council unanimously voted to appoint Randy McCaslin, Deputy City Manager, as High Point's appointed representative to the North Carolina Municipal Power Agency¹ (NCMPA1) Board of Commissioners replacing Strib Boynton. This appointment will be effective January 23, 2018.

Mr. Boynton has represented the City of High Point since 2006 and we are very appreciative of his work on both the ElectriCities Board of Directors and the NCMPA1 Board of Commissioners.

Please contact my office if you have any questions or concerns.

Sincerely,


William S. Bencini, Jr., Mayor

CITY OF HIGH POINT

AGENDA ITEM



Title: High Point Theatre/Int'l Market Center HVAC Lease Amendment

From: David Briggs, Director HP Theatre

Meeting Date: November 6, 2017

Public Hearing: N/A

**Advertising Date /
Advertised By:**

Attachments: HPT/IMC Lease Amendment for HVAC

PURPOSE:

To standardize the HVAC expenses for the theatre to allow for a consistent budgeting for HVAC service and preventative maintenance.

BACKGROUND:

The High Point Theatre receives HVAC service from IMC. Historically the payout to IMC and its predecessors was based on a formula that only IMC understood for billing the theatre for this service. The invoices ranged from \$15,000 - \$6,000. As a way of controlling the budget process for this service the Director of the theatre looked at a 5-year average of expenses for HVAC and developed, along with IMC a plan to standardize the expense. The lease amendment below concerns this arrangement.

The original lease between the City of High Point ("Lessor") and the Southern Furniture Exposition Building, Inc. ("Lessee") was entered into on June 1st, 1973. That agreement was amended on February 21st, 1974. Neither the original lease nor the first amendment established a set yearly rate for utility payments that the City would be responsible for as the pro rata share for the High Point Theatre area of the building.

This second amendment to the original lease will provide for a set monthly payment share by the High Point Theatre to be paid to IHFC Properties, LLC, whose predecessor in the property interest was the original Lessor, Southern Furniture Exposition Building, Inc. The remaining terms of the lease shall remain as set forth in the original agreement and the first amendment. The previous 3 years the theatre has paid a monthly fee of \$7,000 per month or \$84,000 per year. The requested increase is to help offset the cost of the new chiller that is primarily dedicated to the theatre space.

BUDGET IMPACT:

Allows the theatre to set a budget for HVAC usage at \$7,500 per month \$90,000 per year.

RECOMMENDATION /ACTION REQUESTED:

High Point Theatre requests that you approve the amendment to the original lease between High Point Theatre and International Market Centers.

FIFTH AMENDMENT TO LEASE

THIS FIFTH AMENDMENT TO LEASE (“Agreement”) made and entered into effective as of July 1, 2017 (the “Effective Date”) by and between the City of High Point, (“Lessor”), and IHFC Properties SPE, LLC, a Delaware limited liability company (“Lessee”) as successor-in-interest to IHFC Properties, LLC a Delaware limited liability company.

BACKGROUND

WHEREAS, Lessor and Lessee’s predecessor-in-interest, Southern Furniture Exposition Building, Inc., a North Carolina corporation, entered into an Indenture of Lease dated June 1, 1973 as amended by that certain Amendment to Lease dated February 21, 1974, that certain Second Amendment to Lease dated July 1, 2014, the Third Amendment to Lease dated July 1, 2015, and the Fourth Amendment to Lease dated July 1, 2016 (collectively the “Lease”) for real estate more particularly described in Exhibit A to the Lease and recorded at Deed Book 2714 page 483; such real estate generally known as 210-220 E. Commerce Avenue, High Point, North Carolina 27260;

WHEREAS, pursuant to the Lease as amended, Lessee, among other things, constructed and tendered to Lessor a theater and office complex (the “Theater”) in compliance with building plans and specifications approved by Lessor in the Lease, and provides heating and cooling services to the Theater pursuant to mutually agreed upon terms and conditions;

WHEREAS, the parties wish to modify the agreement and to extend the period of time during which the HVAC Services will be provided;

NOW THEREFORE, for good and valuable consideration duly received and acknowledged by the parties to be adequate and sufficient for the terms contained herein Lessor and Lessee hereby agree that the Lease is modified and amended by this Agreement as follows:

1. Duration of HVAC Services

Lessee shall continue to provide the HVAC Services for the period July 1, 2017 through and including June 30, 2018 (“Service Period”). Any renewals or extensions of the Service Period shall be upon mutual agreement of the parties and shall be in writing.

2. Cost of HVAC Services

Effective as of July 1, 2017 through and including December 31, 2017 the cost of HVAC Services shall be \$7,200.00 per month and, effective as of January 1, 2018 through and including June 30, 2018 the cost of HVAC Services shall be \$7,500.00 per month (collectively the “Service Charge”) for a total annual cost of \$88,200.00 for the Service Period. The monthly cost

shall be subject to review each January 1st of any Service Period and, in the event it is determined that the cost shall be adjusted, such adjustment shall be communicated to the Lessor in writing and shall take effect upon the renewal of the HVAC Services.

Cost of "After Hours" HVAC Services

Lessee shall be responsible for labor costs associated with a maintenance call that occurs "After Hours". "After Hours" is defined as those hours occurring within the period of 5:00PM EST through 7:00AM EST on Monday through Friday and, all day Saturday and Sunday. The cost of a maintenance call occurring during "After Hours" shall be billed at \$47.00 per hour with a two-hour minimum. Landlord agrees to notify Lessee in writing of any change in the window defining "After Hours".

3. Payment for Services

Payment for HVAC Services shall be made payable to IHFC Properties, LLC and shall be remitted to the following payment address:

IHFC Properties SPE, LLC
P.O. Box 535595
Atlanta, GA 30353-5595

4. Notices

For purposes of this Agreement, any notice relative to the HVAC Services shall be given as follows:

If to Lessee:

International Market Centers
Mr. Joe Roux
Director of Facilities
209 South Main Street
High Point, NC 27260
Phone: (336) 888-3730

If to Lessor:

High Point Theater
Mr. David S. Briggs
220 E. Commerce Avenue
High Point, NC 27260
Phone: (336) 883-3627

5. Lessor and Lessee each mutually covenant, represent and warrant to the other that it has had no dealings or communications with any broker or agent in connection with this Agreement and, to the extent permitted by law, each covenants and agrees to pay, hold harmless and indemnify the other from and against any and all cost, expense (including reasonable attorneys' fees) or liability for any compensation, commission or charges to any broker or agent claiming through the indemnifying party with respect hereto.

6. Lessor represents and warrants that it has taken all corporate, partnership or other action necessary to execute and deliver this Agreement, and that this Agreement constitutes the legally

binding obligation of Lessor enforceable in accordance with its terms. Lessor shall save and hold Lessee harmless from any claims, or damages including reasonable attorneys' fees arising from Lessor's misrepresentation of its authority to enter into and execute this Agreement.

7. Capitalized undefined terms used herein shall have the respective meanings given such terms in the Lease. In the event of a conflict between the terms of this Agreement and the terms of the Lease, the terms of this Agreement shall supersede and control.

8. The parties acknowledge and agree that all terms and conditions of the Lease shall remain in full force and effect, except as modified by the terms and conditions of this Agreement.

**REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY
SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, this instrument has been executed by the parties hereto the day and year first above written.

LESSOR:
THE CITY OF HIGH POINT

By: _____
William S. Bencini
Mayor

ATTEST:

By: _____
Lisa Vierling
City Clerk

LESSEE
IHFC PROPERTIES SPE, LLC

By: _____

Name: Scott Eckman
Its: President of Home Décor and
Furniture Leasing

By: _____

Name: Robert Maricich
Its: Chief Executive Officer

CITY OF HIGH POINT

AGENDA ITEM



Title: Ordinance to Demolish –119 Underhill St.

From: Michael McNair, Director
Community Development & Housing

Meeting Date: 10/2/17

Public Hearing: No

Advertising Date:

Advertised By:

Attachments:

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

PURPOSE:

A request by Community Development and Housing – Local Codes Section to adopt an ordinance ordering the inspector to demolish the dwelling at 119 Underhill Street.

BACKGROUND:

After a Complaint and Notice of Hearing was issued and a hearing held, an Order to Repair or Demolish was issued on 3/15/17. No action occurred by the compliance date of 4/15/17. The necessary repairs to the dwelling exceed its current tax value and the demolition is warranted.

BUDGET IMPACT:

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

RECOMMENDATION / ACTION REQUESTED:

Staff recommends the adoption of the requested ordinance to demolish this single family dwelling and any accessory structures located on the property.

PENDING ACTION:

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

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

ORDINANCE

REQUEST: Ordinance to Demolish

PROPERTY

ADDRESS: 119 Underhill St.

OWNER:

Innovative Investments & Contracting LLC

FIRST

INSPECTION:

1/12/17

Summary of Major Violations

1. Repair or replace missing & loose siding
2. Repair or replace fascia and soffit at front and rear
3. Repair or replace flooring and/or floor covering throughout
4. Repair or replace ceiling material throughout
5. Replace missing plumbing fixtures

HEARING

RESULTS:

1/30/17

No one appeared for the Hearing. During the Hearing it was determined there are several violations of the Minimum Housing Code. There are multiple violations of the minimum housing code in the house that make it unsafe. In its present state, necessary repairs to the dwelling exceed 50% of the value of the structure.

ORDER(S)

ISSUED:

3/15/17

Order to Repair or Demolish

Date of Compliance 4/15/17

APPEALS:

No appeals.

OWNER

ACTIONS:

None

EXTENSIONS:

I was preparing this case for the August 2017 agenda for City Council. The owner's son, Brant Harris called me on 7/24/17 and asked for additional time for them to try and sell the house. I agreed to give him an additional 60 days.









CITY OF HIGH POINT

AGENDA ITEM



Title: Public Hearing- Catalyst Project

From: Randy Hemann

Meeting Date: November 6, 2017

Public Hearing: Yes

Advertising Date: 10/25/2017

Advertised By: City Attorney's Office

Attachments: Public Hearing Notice

Purpose:

The Project requires adopting a resolution for the acquisition of properties in accordance with NCGS 158-7.1.

Background:

On April 3, 2017 City Council adopted the implementation procedures relating to the Downtown Catalyst Project ("Project") which included the purchase of land, site and multi-use stadium design at a cost not to exceed \$15,000,000. As part of the Downtown Catalyst Project it is necessary to acquire properties within the project area.

Budget Impact:

\$1,475,500 from the General Capital Projects Fund

Recommendation:

Council is requested to adopt a resolution granting authority for the acquisition of properties.

**RESOLUTION AUTHORIZING THE MAYOR, CITY ATTORNEY, CITY MANAGER,
OR HIS DESIGNEE TO EXECUTE ANY AND ALL DOCUMENTS ASSOCIATED
WITH THE ACQUISITION OF PROPERTIES PURSUANT TO THE PROVISIONS OF
N.C.G.S. 158-7.1**

WHEREAS, on April 3, 2017 City Council adopted the implementation of procedures relating to the Downtown Catalyst Project (“Project”) which included the purchase of land, site and multi-use stadium design at a cost not to exceed \$15,000,000; and

WHEREAS, the Project requires the acquisition of multiple properties and the City Council desires to acquire said properties located in the downtown area in accordance with the provisions of N.C.G.S. 158-7.1; and

WHEREAS, City staff has negotiated Offers to Purchase fee simple interests for the following properties:

<u>PROPERTIES</u>	<u>PURCHASE PRICE</u>
201 Church Avenue	\$850,000
212 N. Lindsay Street 210 N. Lindsay St.	\$340,500
218 N. Lindsay Street	\$285,000

THEREFORE, THE HIGH POINT CITY COUNCIL RESOLVES THAT the Mayor, City Attorney, City Manager, or his designee, execute any and all documents necessary in order to effectuate the City’s acquisition of the properties identified above at a purchase price totaling \$1,475,500

ADOPTED this the 6th day of November 2017.

Mayor William S. Bencini, Jr.

Attested to:

Lisa B. Vierling, City Clerk

AFFP
NOTICE OF PUBLIC HEARING

Affidavit of Publication

STATE OF NORTH SS
CAROLINA }
COUNTY OF GUILFORD }

Lisa Robertson, being duly sworn, says:

That she is the billing clerk of the The High Point Enterprise, a daily newspaper of general circulation, printed and published in High Point, Guilford County, North Carolina; that the publication, a copy of which is attached hereto, was published in the said newspaper on

October 25, 2017

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

SIGNED:

Lisa Robertson
the billing clerk

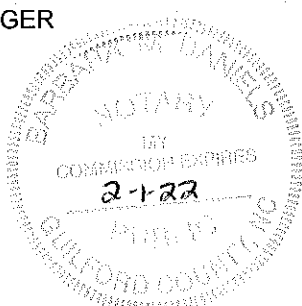
Subscribed to and sworn to me this 25th day of October 2017.

Barbara M Daniels
Barbara Daniels, Notary, Guilford County, North Carolina

My commission expires: February 01, 2022

30145612 30784928

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



**NOTICE OF
PUBLIC HEARING**

PLEASE TAKE NOTICE that the High Point City Council will hold a Public Hearing on Monday, November 6, 2017 at 5:30 p.m. at the City Council Chambers located on the 3rd Floor of the High Point Municipal Building, 211 South Hamilton Street, High Point, North Carolina. The purpose of the meeting is to receive public comment concerning the acquisition of property pursuant to the provisions of N.C.G.S. 158-7.1. The City Council intends to approve property acquisitions and expend City funds from the General Capital Projects Fund totaling \$1,475,500. The properties are suitable for commercial use and all acquisitions shall be in fee simple. The properties to be acquired are more fully described as: 201 Church Ave., purchase price \$850,000; 212 N. Lindsay Street and 210 N. Lindsay Street, joint purchase price \$340,500; and 218 N. Lindsay St., purchase price of \$285,000. These property acquisitions shall increase the taxable property, employment, industrial output, and business prospects of the City. Lisa B. Vierling
City Clerk
Oct. 25, 2017

CITY OF HIGH POINT

AGENDA ITEM



Title: Annexation Case 17-09

William R. Fowler, Jr and Tonia C. Fowler

From: Lee Burnette, Planning & Development
Director

Meeting Date: November 6, 2017

Public Hearing: Yes

Advertising Date: October 27, 2017

Advertised By: Planning & Development
Department

Attachments: A. Staff Report
B. Map
C. Annexation Ordinance of Adoption

PURPOSE:

A request by William R. Fowler, Jr and Tonia C. Fowler to consider a voluntary contiguous annexation of approximately 7.53 acres lying along the north side of Willard Road, approximately 130 feet east of Hickwood Road. The property is addressed as 2603 Willard Road and also known as Guilford County Tax Parcel 0187194.

BACKGROUND:

Staff report and recommendation is enclosed.

BUDGET IMPACT:

There is no budget impact.

RECOMMENDATION / ACTION REQUESTED:

Staff recommends **approval** of Annexation Case 17-09.

**CITY OF HIGH POINT
PLANNING AND DEVELOPMENT DEPARTMENT**

**STAFF REPORT
ANNEXATION 17-09
November 6, 2017**

Request	
Applicant: William R. Fowler, Jr and Tonia C. Fowler	Owner: William R. Fowler, Jr and Tonia C. Fowler
Proposal: Voluntary contiguous annexation	Effective Date: Upon adoption
	Associated Zoning Case: ZA-17-17

Site Information	
Location:	Lying along the north side of Willard Road, approximately 130 feet east of Hickwood Road (2603 Willard Road)
Tax Parcel Numbers:	Guilford County Tax Parcel 0187194
Site Acreage:	Approximately 7.53 acres
Current Zoning:	Residential Single Family 3 (RS-3) District <i>City of High Point Extraterritorial Jurisdiction (ETJ) Area</i>
Current Land Use:	Undeveloped
Current Fire District:	The High Point Fire Department has contracted with Guilford County Fire Department to provide services to the unincorporated area.
Proposed Development:	Single family attached (twin homes) subdivision.
Proposed Unit Type, Number and Average Value:	A 36-unit single family attached (twin homes) subdivision is proposed to be developed. The total cost of development improvements is estimated at \$7,900,000.
Proposed Build-out Schedule:	Approximately one year
Proposed City of High Point Council Ward:	The proposed annexation site is adjacent to Ward 6. If approved, the annexation area will be part of Ward 6.
Physical Characteristics:	The property has no noteworthy physical features.
Water and Sewer Proximity:	A 12-inch City water line lies adjacent to the site along Willard Road. An 8-inch City sewer line is lying in Hickwood Road.
General Drainage and Watershed:	The site drains in a westerly direction and development is subject to the City Lake General Watershed Area (GWA) requirements. Engineered storm water treatment measures are required for multi-family development with a total impervious surface area greater than 24% of the site, and for single family developments with a gross density of 2 units per acre or more.
Overlay Districts:	City Lake General Watershed Area

Adjacent Property Zoning and Current Land Use			
North:	R-3	Residential Single Family-3 District (City of High Point ETJ Area)	Single family dwelling
South:	R-3	Residential Single Family-3 District (City of High Point ETJ Area)	Single family dwelling (across from Willard Road)
East:	R-3 CU R-3	Residential Single Family-3 District (City of High Point ETJ Area) Residential Single Family-3 District	Undeveloped parcel and single-family dwellings
West:	R-3	Residential Single Family-3 District (City of High Point ETJ Area)	Undeveloped parcel and single-family dwellings

Transportation Information			
Adjacent Streets:	Name	Classification	Approx. Frontage
	Willard Road	Local	310 ft.
Vehicular Access:	Access will be taken from Willard Road		

City Department Comment Summary

Comments were not requested for this proposed annexation due to the fact the site is surrounded by the City's corporate limits. Annexation petitions for uses within close proximity to existing service areas do not warrant individual department comment.

Details of Proposal

The applicant has requested a voluntary annexation of an approximately 7.53-acre parcel in order to access City utilities for development of a residential subdivision. The annexation site, and adjacent unincorporated parcels along Willard Road and Hickswood Road, are within the City of High Point ETJ Area where the City has zoning and building permit authority. This pocket of unincorporated parcels is surrounded by the High Point Corporate limits. Therefore, this annexation petition represents a logical progression of the City's annexation policy and will not negatively impact the City's ability to provide services, as City services and service vehicles are already present in this area.

Report Preparation

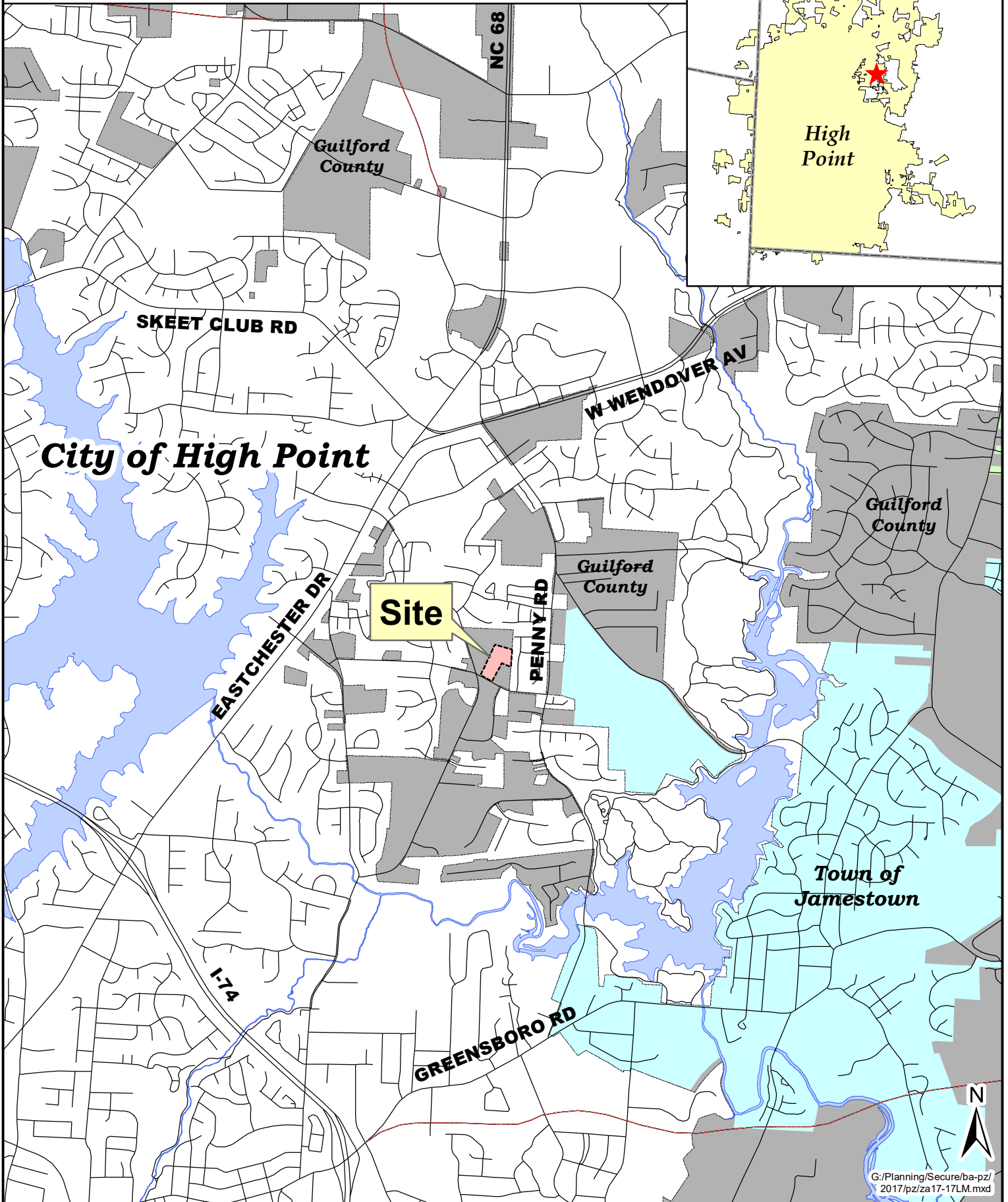
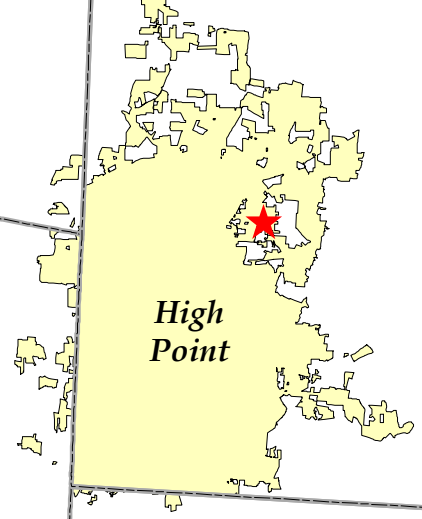
This report was prepared by Planning and Development Department staff member Herbert Shannon Jr. AICP, Senior Planner and reviewed by Robert Robbins AICP, Development Services Administrator and Lee Burnette AICP, Director.

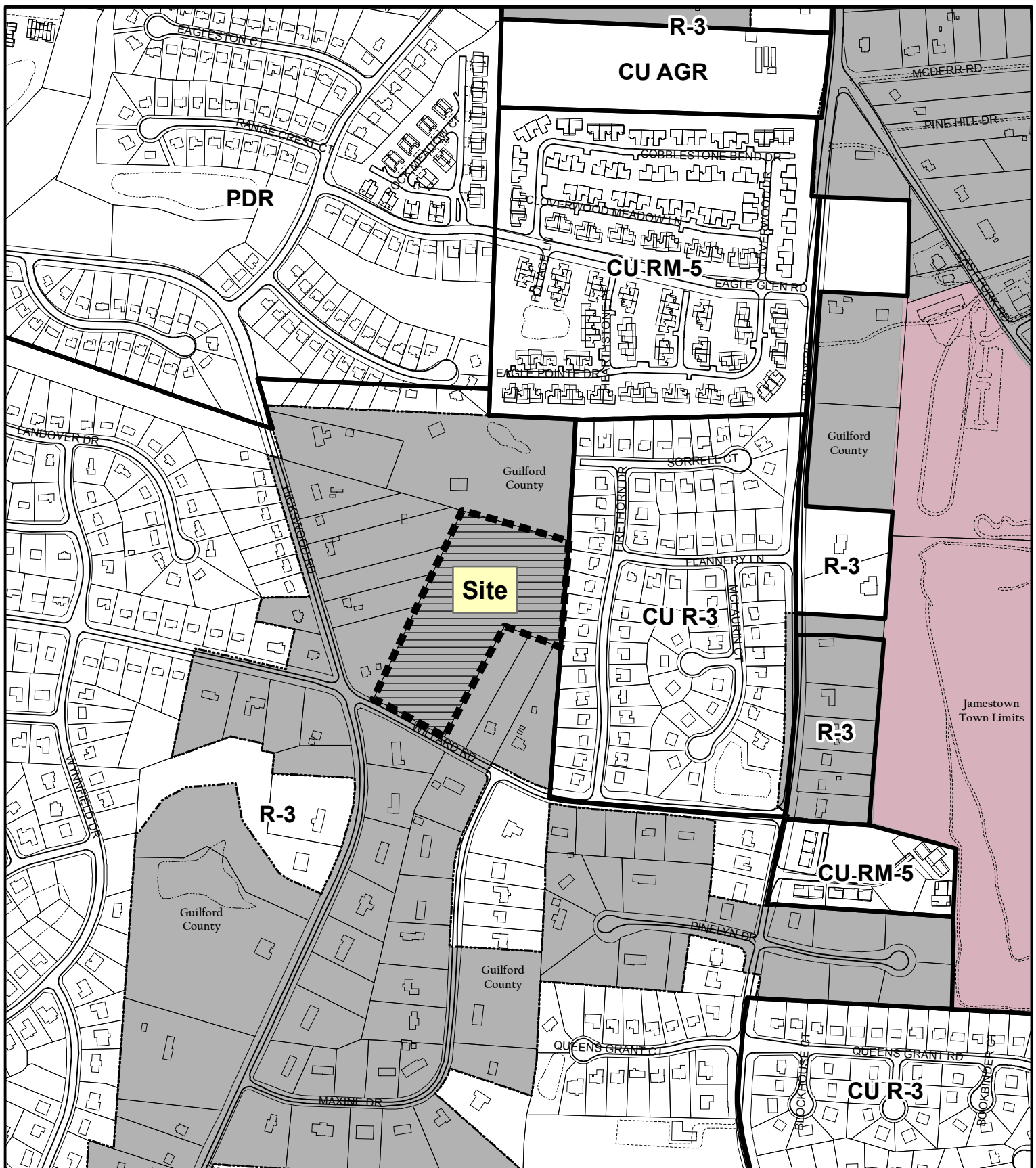
LOCATION MAP

ANNEXATION CASE: AN-17-09

Applicant: William R. Fowler, Jr and Tonia C. Fowler

Vicinity Map





ANNEXATION REQUEST AN-17-09

Applicant: William R Fowler Sr and William R Fowler Jr
Area: 7.53 acres

Existing Zoning Boundary —————
Subject Property Boundary - - - - -

**Planning & Development
 Department**

City of High Point

Date: August 15, 2017



Scale: 1"=500'

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 2017\pz\an17-09.mxd

Return to: JoAnne Caryle, City Attorney
City of High Point
P.O. Box 230
High Point, NC 27261
Ordinance No. xxxx / xx-xx

**AN ORDINANCE EXTENDING THE CORPORATE LIMITS OF THE
CITY OF HIGH POINT, NORTH CAROLINA**

WHEREAS, The City of High Point has been petitioned under G.S. 160A-31, as amended, to annex the area described herein; and,

WHEREAS, the City Clerk has investigated the sufficiency of said petition and has certified it to be valid; and

WHEREAS, a public hearing on this annexation was held at the Municipal Building at 5:30 p.m. on the 6th day of November, 2017; and,

WHEREAS, the City of High Point does hereby find as a fact that said petition meets the requirements of G.S. 160A-31 as amended;

**NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF
HIGH POINT, NORTH CAROLINA:**

SECTION 1. By virtue of the authority granted by G.S. 160A-31 as amended, the following described territory is hereby annexed, and made a part of the City of High Point as of November 6, 2017.

ANNEXATION DESCRIPTION

William R. Fowler, Jr and Tonia C. Fowler
Annexation Case 17-09 (AN-17-09)

Being a parcel of land for proposed annexation situate in High Point Township, Guilford County, High Point, North Carolina being described by the following metes and bounds:

BEGINNING at an existing iron pipe near a stone marking the southeastern corner of Donna R. Wallace as recorded and described in Deed Book 3305 Page 281 in the office of the Register of Deeds of Guilford County, North Carolina said iron pipe also being in the western line of Lot 12,

Meadowridge Subdivision, Section 2 as shown on a map recorded in Plat Book 127 Page 72 in said Guilford County Registry; thence running along said western line of said Lot 12 and Lots 11-7, said Meadowridge Subdivision, Section 2 South 04°09'09" West 471.77 feet to an existing iron pipe marking the northeastern corner of Christine C. Griffin Heirs, no Deed reference available; thence along the northern line of said Griffin Heirs North 62°26' 16" West 69.77 feet to an existing iron pipe marking the northeastern corner of Robert L. Griffith and Christine D. Griffith as recorded and described in Deed Book 4861 Page 938 in said Guilford County Registry; thence along the northern line of said Griffith North 62°1 0'30" West 198.82 feet to an existing iron pipe marking the northwestern corner of said Griffith; thence along the western line of said Griffith South 27°57'47" West 467.67 feet to a computed point in the northern margin of Willard Road, State Road 1539; thence along said northern margin North 62°00'11" West 292.98 feet to a computed point at the southeastern corner of William R. Fowler, Jr., Trustee and Betty Tew Hoots, Trustee as recorded and described in Deed Book 7629 Page 2996 in said Guilford County Registry; thence along the eastern line of said Fowler, Jr., Trustee and Hoots, Trustee, William Rahlo Fowler, Jr. and Tonia Crum Fowler as recorded and described in Deed Book 7788 Page 3058 in said Guilford County Registry and William Jackson Beard, Sr. and Norma J. Beard as recorded and described in Deed Book 6736 Page 461 in said Guilford County Registry, the following four (4) courses and distances: 1) North 27°08'56" East 339.07 feet to a computed point; thence 2) North 27°05'30" East 140.71 feet to a computed point; thence 3) North 27°07'09" East 139.95 feet to a computed point; thence 4) North 26°13'50" East 192.19 feet to a computed point in the southern line of said Donna R. Wallace; thence along said southern line of said Wallace South 74°55'36" East 395.91 feet to the point and place of BEGINNING containing approximately 7.53 acres, more or less, being all that portion of Guilford County PIN 7812553854, north of Willard Road (State Road 1539).

Guilford County Tax Parcel ID: 0187194
PIN: 7812553854

SECTION 2. Upon and after **November 6, 2017** the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of High Point, and shall be entitled to the same privileges and benefits as other parts of the City of High Point. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

SECTION 3. The Mayor of the City of High Point shall cause to be recorded in the Office of the Register of Deeds of Guilford County and in the Office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 above, together with a duly certified copy of this ordinance. Such a map shall also be delivered to the Guilford County Board of Elections, as required by G.S. 163-288.1.

Adopted by City Council,
this the **6th day of November, 2017**
Lisa B. Vierling, City Clerk

CITY OF HIGH POINT

AGENDA ITEM



Title: Budget Amendment for Playground Donation

From: Eric Olmedo, Budget Director

Meeting Date: November 6, 2017

Public Hearing: N/A

Advertising Date: N/A

Advertised By: N/A

Attachments: Budget ordinance

PURPOSE:

A Budget Amendment is needed to appropriate funds received by the City from the Declan Donoghue Foundation for replacement of playground equipment at the Johnson Street Sports Complex.

BACKGROUND:

The Declan Donoghue Foundation has donated \$40,000 to the City of High Point to help pay for replacement of playground equipment at the Johnson Street Sports Complex. The Declan Donoghue Foundation seeks to carry on the memory of Declan and the spirit of play by helping to fund and build places for play in North Carolina's Piedmont Triad area. This is the 5th playground project in the Triad that has received donations from the Declan Donoghue Foundation, and the City of High Point is honored to be the recipient of these funds in memory of Declan.

BUDGET IMPACT:

The total cost to replace the playground equipment is \$74,955. A donation was received from the Declan Donoghue Foundation for \$40,000, and the remaining \$34,955 will come from funds budgeted for playground replacement in the FY 2017-2018 Capital Improvement budget.

RECOMMENDATION / ACTION REQUESTED:

The Budget Department recommends and asks the Council to approve the budget amendment.

"AN ORDINANCE AMENDING THE 2017-2018 BUDGET ORDINANCE
OF THE CITY OF HIGH POINT, NORTH CAROLINA
TO APPROPRIATE FUNDS FOR PLAYGROUND DONATION

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

Section 1. The City of High Point Parks Department has received a donation to replace a playground at the Johnson Street Sports Complex.

Section 2. The 2017-2018 Budget Ordinance of the City of High Point, should be amended as follows:

(A) That the General Capital Projects Fund revenues be amended as follows:

Donation Revenue	\$ 40,000
------------------	-----------

(B) That the General Capital Projects Fund expenditures be amended as follows:

Parks Expenditures	\$40,000
--------------------	----------

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 November 6, 2017

CITY OF HIGH POINT

AGENDA ITEM



Title: Ordinance to Demolish –3111 Martin Luther King Jr. Dr.

From: Michael McNair, Director
Community Development & Housing

Meeting Date: 11/6/17

Public Hearing: No

Advertising Date:

Advertised By:

Attachments:

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

PURPOSE:

A request by Community Development and Housing – Local Codes Section to adopt an ordinance ordering the inspector to demolish the dwelling at 311 Martin Luther King Jr. Dr.

BACKGROUND:

After a Complaint and Notice of Hearing was issued and a hearing held, an Order to Repair or Demolish was issued on 7/6/17. No action occurred by the compliance date of 8/9/17. The necessary repairs to the dwelling exceed its current tax value and the demolition is warranted.

BUDGET IMPACT:

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

RECOMMENDATION / ACTION REQUESTED:

Staff recommends the adoption of the requested ordinance to demolish this single family dwelling.

PENDING ACTION:

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

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

ORDINANCE

REQUEST: Ordinance to Demolish

PROPERTY

ADDRESS: 3111 Martin Luther King Jr. Dr.

OWNER:

Frances S. Howell (deceased)
Executor of Estate Holly H. Green and James G. Green (husband)

FIRST

INSPECTION:

6/14/17

Summary of Major Violations

1. Repair or replace roof covering
2. Repair or replace sub-flooring and framing in kitchen
3. Repair or replace floor coverings and wall materials throughout
4. Repair or replace steps leading to 2nd floor – it is inaccessible
5. Needs heating unit and electrical system repaired

HEARING

RESULTS:

6/30/17

No one appeared for the Hearing, however the Executor of the Estate Mrs. Green did call the inspector before the hearing date to advise she would not be attending because she lives in Boone. The inspector did review the Minimum Housing process with her and advised that an Order to Demolish would be issued. Mrs. Green stated that she would take care of the demolition and would keep the inspector up to date. During the Hearing it was determined there are several violations of the Minimum Housing Code. There are multiple violations of the minimum housing code in the house that make it unsafe. In its present state, necessary repairs to the dwelling exceed 65% of the value of the structure.

ORDER(S)

ISSUED:

7/6/17

Order to Repair or Demolish

Date of Compliance 8/9/17

APPEALS:

No appeals to date.

OWNER

ACTIONS:

None

ADDITIONAL:

On 9/15/17 the inspector emailed a list of demolition contractors to the Executor at her request. There has not been any further contact with her, and no permits applied for.











NORTH CAROLINA)
)
GUILFORD COUNTY)

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is hereby made and entered into this 8th day of December, 2017, and is effective as of January 1, 2018, by and between the **CITY OF GREENSBORO**, North Carolina, ("GREENSBORO") on behalf of its Parks and Recreation Department, and the **CITY OF HIGH POINT**, North Carolina, ("HIGH POINT") on behalf of its Prosperity and Livability Committee, (GREENSBORO and HIGH POINT are collectively referred to herein as the "CITIES"), and **GUILFORD COUNTY**, North Carolina, ("COUNTY") on behalf of its Cooperative Extension Services Department, (the CITIES and COUNTY are collectively referred to as the "Parties").

WITNESSETH:

WHEREAS, the Parties share the need for citizen education concerning natural resources and urban conservation issues and the Parties desire to work closely on common issues to make efficient use of educational efforts; and,

WHEREAS, the subject of this Agreement regards a state Assistant Agent position (hereinafter referred to as "AGENT" or "POSITION") which will be supervised by and report to the Guilford County Extension Director & Extension Agent – Urban Horticulture. A job description for the POSITION is attached hereto and incorporated herein by reference as **Exhibit A**. The state will compensate its employee selected for the POSITION, with the State then billing the COUNTY for the total. The COUNTY will then bill each CITY for their 33.33% portion; and,

WHEREAS, pursuant to the provisions of N.C.G.S. 160A-461 et seq., the CITIES agree to share the cost of the POSITION within the COUNTY'S Cooperative Extension Services Department to make efficient use of educational efforts concerning natural resources and urban conservation issues and the COUNTY agrees to provide administrative functions for the POSITION through the Cooperative Extension Services Department in consultation with the CITIES and to share proportionately with the CITIES the time and effort with educational programs,

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. **County Administration of Position.** The COUNTY shall be responsible for the provision of administrative services, office space, personal furnishings, office furniture and supplies. The COUNTY shall provide the CITIES with a cost estimate for the CITIES' portion of the expense for the POSITION on March 15th of each year, to assist in minimizing any discrepancy between the projected POSITION cost provided to the CITIES. It will be the responsibility of the

COUNTY to provide the CITIES with a mid-year expenditure report covering the expense associated with the POSITION providing services to the Parties.

2. **Cost.** The Parties agree to each be responsible for one-third (1/3) of the actual costs for this POSITION for each fiscal year. The COUNTY will bill the CITIES following the end of each quarter (January, April, July, and October) and the CITIES shall pay the amount billed on a quarterly basis for the proportionate amount for the POSITION, equal to one-third (1/3) each of the actual costs for the undertaking for the fiscal year.

3. **Hiring.** The person hired for the POSITION will be recommended by a three person committee, with the CITIES and the COUNTY appointing one person each to this committee.

4. **Work Allocation.** The POSITION will dedicate at least two days per week, or the hourly equivalent of two days per week, to projects within the City of High Point, and will dedicate at least two days per week, or the hourly equivalent of two days per week, to projects within the City of Greensboro.

5. **Term.** This Agreement shall be effective upon execution by all Parties and shall continue in force until the same is revoked in writing by a Party, upon ninety (90) days' written notice of the termination to the other Parties at the end of a fiscal year. The Agreement shall be effective January 1, 2018, after full execution of this Agreement.

6. **Non-Appropriation.** In the event the public funds are not available from the CITIES or COUNTY, and are not otherwise appropriated for the performance of this Agreement, then this Agreement will automatically expire without penalty to any party thirty (30) days after written notice is provided to the other Parties of the unavailability and non-appropriation of public funds.

7. **Contract Addendum or Revisions.** The terms of this Agreement may only be modified or revised with a written Contract Addendum or Contract Revision document executed by the Parties.

8. **Notices.** All notices pursuant to this Agreement shall be in writing and delivered personally or mailed by certified mail, registered mail, postage prepaid, with return receipt requested, at the addresses appearing below, but each Party may change such address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of three (3) days after mailing, addressed as follows:

Marty K. Lawing
Guilford County Manager
GUILFORD COUNTY
P.O. Box 3427 (zip code 27402)

301 West Market Street
Greensboro, NC 27401

Jim Westmoreland
Greensboro City Manager
CITY OF GREENSBORO
P.O. Box 3136
300 West Washington Street
Greensboro, NC 27402

Greg Demko
High Point City Manager
CITY OF HIGH POINT
P.O. Box 230
High Point, NC 27261

9. Operational Needs. Neither the CITIES nor the COUNTY will be required to take any action that compromises the operational needs of any other Party.

10. Independent Contractor/Indemnification. The Parties shall operate as independent contractors for all purposes and no Party shall be responsible for any of the acts or omissions of another Party hereto. The CITIES are independent contractors and not an employee, agent, joint venture, or partner of the COUNTY. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the COUNTY and either CITY or any employee or agent of either CITY. The Parties agree to each be solely responsible for their own acts or omissions in the performance of each of their individual duties hereunder, and shall be financially and legally responsible for all liabilities, costs, damages, expenses and attorney fees resulting from, or attributable to, any and all of their individual acts or omissions to the extent allowable by law.

No Party has the authority to enter into Contracts or Agreements on behalf of the other Parties.

11. Severability. If any provision of this Agreement is held unenforceable, then such provision will be modified to reflect the Parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

12. Jurisdiction. The Parties declare that they have complied with all federal, state, and local laws that may be required to carry out the services to be performed under this Agreement. The Parties agree that this Agreement is subject to the jurisdiction and laws of the State of North Carolina, including N.C.G.S. §143-129(j) regarding E-Verify, except that provisions regarding conflicts of laws shall not apply. Any controversies arising out of this Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

13. Ratification by Resolution. If not ratified prior to execution by the governing board of the CITIES or the COUNTY, the Agreement shall be ratified by the appropriate governing board at the next regularly scheduled meeting of the appropriate governing board following execution of the Agreement, and shall not be binding until so ratified.

14. Entire Agreement. This Agreement, including the Exhibits and/or Attachments, sets forth the entire Agreement between the Parties. All prior conversations or writings between the Parties hereto or their representatives are merged within and extinguished. This Agreement shall not be modified except by a writing subscribed to by all the Parties.

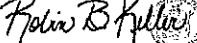
15. State Approval. The Parties' obligations hereunder are contingent upon the state's approval and dedication of the Position. In the event that the state does not dedicate the Position, or discontinues the Position, the Parties' obligations hereunder shall immediately cease, except as to costs already incurred.

(This space is intentionally left blank.
This Agreement continues with signatures on the following page.)

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

GUILFORD COUNTY

ATTEST:

DocuSigned by:  5148C7EF7AB43A...	1/26/2018 8:20 AM EST	DocuSigned by:  263BE104777AA40A...	1/29/2018 7:40 PM EST
Marty K. Lawing	Date	Robin B. Keller	Date
Guilford County Manager		Guilford County Clerk to Board	

(COUNTY SEAL)

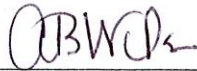
Recommended by:

**GREENSBORO PARKS & RECREATION
DEPARTMENT**

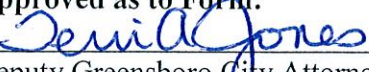

Date: 1/19/18
Printed Name: Ednaisha McCray

Title: Interim Director

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

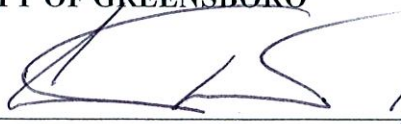

Deputy Greensboro City Finance Officer
Printed Name: Anita Wilson
Date: 1-24-18

Approved as to Form:

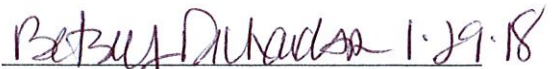

Deputy Greensboro City Attorney Date: 1/26/18

Printed Name: Terri A. Jones

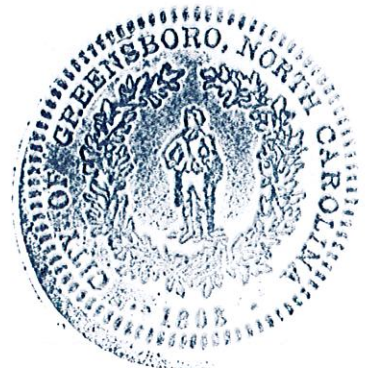
CITY OF GREENSBORO


Date: 1/29/18
Jim Westmoreland
Greensboro City Manager
Asst. City Mgr

ATTEST:


Date: 1-29-18
Betsey Richardson
Greensboro City Clerk

(CITY SEAL)





City of Greensboro Contract Signature Sheet

Phil Fleischman
Recommended by: (P&R Employee Name)

Date: 4/12/18

[Signature]
Parks and Recreation Division Manager

Date: 4/12/18

[Signature]
Parks and Recreation Director

Date: 4/19/18

Contracts greater than \$1,000

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

[Signature]
Deputy Finance Officer

[Signature]
City Manager
(Only required if contract is \$20,000 or greater)

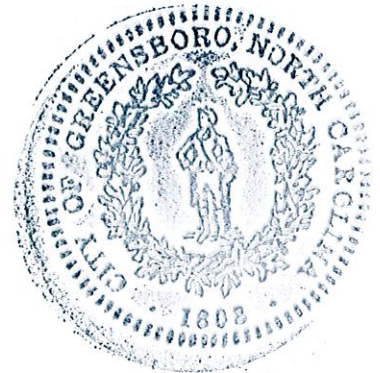
Approved as to form:

Dep [Signature]
City Attorney

Attest:

[Signature]
City Clerk
(Only required if contract is greater than \$1,000)

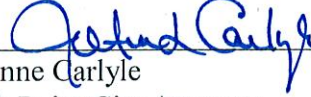
Date: 1-29-18



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

 2/5/2018
High Point City Finance Officer Date

Approved as to Form:

 2/6/18
JoAnne Carlyle Date
High Point City Attorney

CITY OF HIGH POINT

ATTEST:

 2/19/18
Greg Demko Date
High Point City Manager

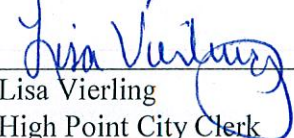
 2-19-18
Lisa Vierling Date
High Point City Clerk



EXHIBIT A**Proposed Joint Intergovernmental Coordination of Community & School Gardens
Guilford County, NC**

Proposal: In order to best coordinate community, school, and shared garden spaces located on public and private lands in Guilford County, the creation of a full-time position serving this purpose is proposed. If approved, the position would facilitate the growth of shared gardening opportunities throughout the county, ensure that governmental agencies are collaborating on the creation and upkeep of garden spaces, and provide streamlined customer service and education to those involved in or seeking to get involved in gardening.

Source funding for this position is proposed to be split evenly between Guilford County Cooperative Extension, the City of Greensboro, and the City of High Point. The position would be classified as an Assistant Agent Position and would be managed by the NC State Cooperative Extension in Guilford County. The position would collaborate as a team member with all Extension staff including Horticulture/Agriculture, 4-H, FCS and Soil and Water staff members to implement Guilford County Cooperative Extension Plan of Work. The position would also collaborate with members of both the City of Greensboro and City of High Point Parks and Recreation staffs and serve as a representative in statewide community gardening efforts (NCCGP).

- **Costs:** For a 40+ hour work week – with a Bachelor's degree, the starting salary for an Assistant Agent would be \$36,000. Fringe for the position would be budgeted at \$15,866 which includes life insurance, retirement, health insurance, and FICA. The total cost of the position is anticipated to be \$51,866. Split between three agencies, the cost per agency would be approximately \$17,288.66 per agency annually.

Justification of Need: Food insecurity, or the lack of physical or economic access to sufficient, safe and nutritious food to meet dietary needs and food preferences for an active and healthy life, is a pervasive issue in Guilford County. In 2014, the Greensboro/High Point area ranked first in the nation on a Gallup Healthways Wellbeing Index as having the most food insecure individuals per capita. Additionally, over 65% of Guilford County Schools students qualify for free or reduced lunch. Over 25% of the population in the county resides in a federally designated food desert area. Given these statistics, local food efforts and gardening and nutrition education have increased in recent years, and additional support is needed to manage these initiatives.

Additionally, there are currently over 90 community gardens and 75 school gardens in the county. Currently, there is no one entity coordinating the management and use of the garden spaces, which results in both duplication and gaps in this service, wasted produce, a lack of shared accountability for the best use of the spaces, and confusion for the public about how to plan and/or get involved in using a shared garden space.

Guilford County Cooperative Extension's Horticulture Agent has provided volunteer training to Extension Master Gardeners who wish to work with both school and community

gardening but constraints of this job limit the position's time to work on this in the future. Demands for services for this position are high, particularly from the schools.

The provision of this position is critical to continuing the positive efforts with community/school gardening and local foods efforts. Local food efforts including health and wellness have become a high priority that needs coordination, training and education within communities.

Proposed Job Description: *This position coordinates the Community Garden/School Garden Program, a gardening resource program within Guilford County Cooperative Extension that works directly with the City of Greensboro and City of High Point's Parks and Recreation departments, Guilford County Parks, Guilford County Schools and other partnering agencies. The position assists individuals, communities, agencies and schools with establishing and sustaining community/school gardens through an asset based community development model. The position develops educational resources, trains garden mentors, develops leadership and organizational capacity within communities to sustain gardening efforts, and trains gardeners on fruit and vegetable production practices. The position expands opportunities and develops partnerships through the Mentor Program which includes recruiting and training volunteers to mentor new community gardening efforts. Additional responsibilities include managing resources such as seeds, plants, tools, mini grant funds, etc. that are distributed to gardeners. The position also networks with community partners in order to coordinate services and develop collaborative partnerships in order to provide education, training and resources.*

Essential Duties and Responsibilities:

- Manage countywide inventory of community and school gardens on public and private lands
- Oversee and manage plot allocation and programming of community garden spaces located within City of Greensboro, City of High Point, and Guilford County-owned parks, with maintenance support provided by the host agency
- Provide training and support for development of new community gardening efforts
- Work with communities to sustain existing gardens
- Provide technical training for gardeners and teachers while also providing teachers with curriculum material that aligns with common core and essential standards
- Create and promote a quarterly County wide newsletter related to shared gardening
- Initiate and maintain a County-wide Community Garden Advisory Board
- Initiate and maintain a School Garden Advisory Board for the County
- Manage a Mentor program for both the schools and community gardens (recruitment, training and support)

Additional responsibilities: This position would be responsible for networking with community partners in order to coordinate services across the county and develop collaborative services, education and training.

- Manage two small annual grants from the Guilford County Master gardeners which provide funds or supplies for startup or expansion of School gardens and Community Gardens. This position would do all advertising and review of grants received.
- Look for additional funding sources to further develop program area in addition to managing resources such as Volunteer mentors, seeds, plants, tools, etc.
- Evaluate program annually and market all positive results to community
- Serve as a member the City of Greensboro's Community Food Task Force, Greater High Point Food Alliance Board, and other related advisory groups seeking to increase food access within Guilford County

Job responsibilities:

20% - Develop and manage a Gardening Mentor Program - recruit, train, utilize, recognize volunteers within program.

20% - Work with communities, neighborhood associations, external organizations, and the general public to establish sustainable gardens, including providing consultation, resource materials, tool lending, seed and plant distribution.

40% - Plan, market, implement, and evaluate gardening educational workshops / trainings. This includes:

- Answering gardening questions from community gardeners and public;
- Creating a newsletter regarding the most up-to-date skills, Pest control, planting methods and times, etc.;
- Providing gardening blog materials for school newsletters;
- Issuing email blasts to community and school garden leaders;
- Develop youth Gardening Program including curriculum material for teachers, as well as for City of Greensboro and City of High Point afterschool and summer camp program staff.

20% - Provide oversight and coordination of community gardens within public parks, including plot allocation, programming, and volunteer coordination for community gardens at the discretion of the City of Greensboro and City of High Point, e.g., Maywood, Steelman, Village at Northside, Oakview, and Southside.

AN ORDINANCE AMENDING “THE CITY OF HIGH POINT, NORTH CAROLINA DEVELOPMENT ORDINANCE,” PURSUANT TO SECTION 2.4.19, ZONING MAP AMENDMENTS, OF THE DEVELOPMENT ORDINANCE.

WHEREAS, the City Council of The City of High Point adopted “The City of High Point Development Ordinance” on May 16, 2016 with an effective date of January 1, 2017, and subsequently amended;

WHEREAS, public hearings were held before the Planning and Zoning Commission of the City of High Point on September 26, 2017 and before the City Council of the City of High Point on November 6, 2017 regarding **Zoning Map Amendment Case 17-17 (ZA-17-17)** a proposed amendment to the Official Zoning Map of the “City of High Point Development Ordinance”;

WHEREAS, notice of the public hearings was published in the High Point Enterprise on 17, 2017, for the Planning and Zoning Commission public hearing and on October 25, 2017 and November 1, 2017, for the City Council public hearing pursuant to Chapter 160A-364 of the General Statutes of North Carolina; and

WHEREAS, the proposed amendment was adopted by the City Council of the City of High Point on **November 6, 2017.**

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

SECTION 1

That the Official Zoning Map of the City of High Point be amended to establish the following described area as: A **Residential Single Family-5 District**. The property is approximately 7.53 acres and lying along the north side of Willard Road, approximately 130 feet east of Hickwood Road. The property is also known as Guilford County Tax Parcel 0187194.

SECTION 2

Should any section or provision of this ordinance be declared invalid, such decision shall not affect the validity of the remaining portions of this ordinance.

SECTION 3

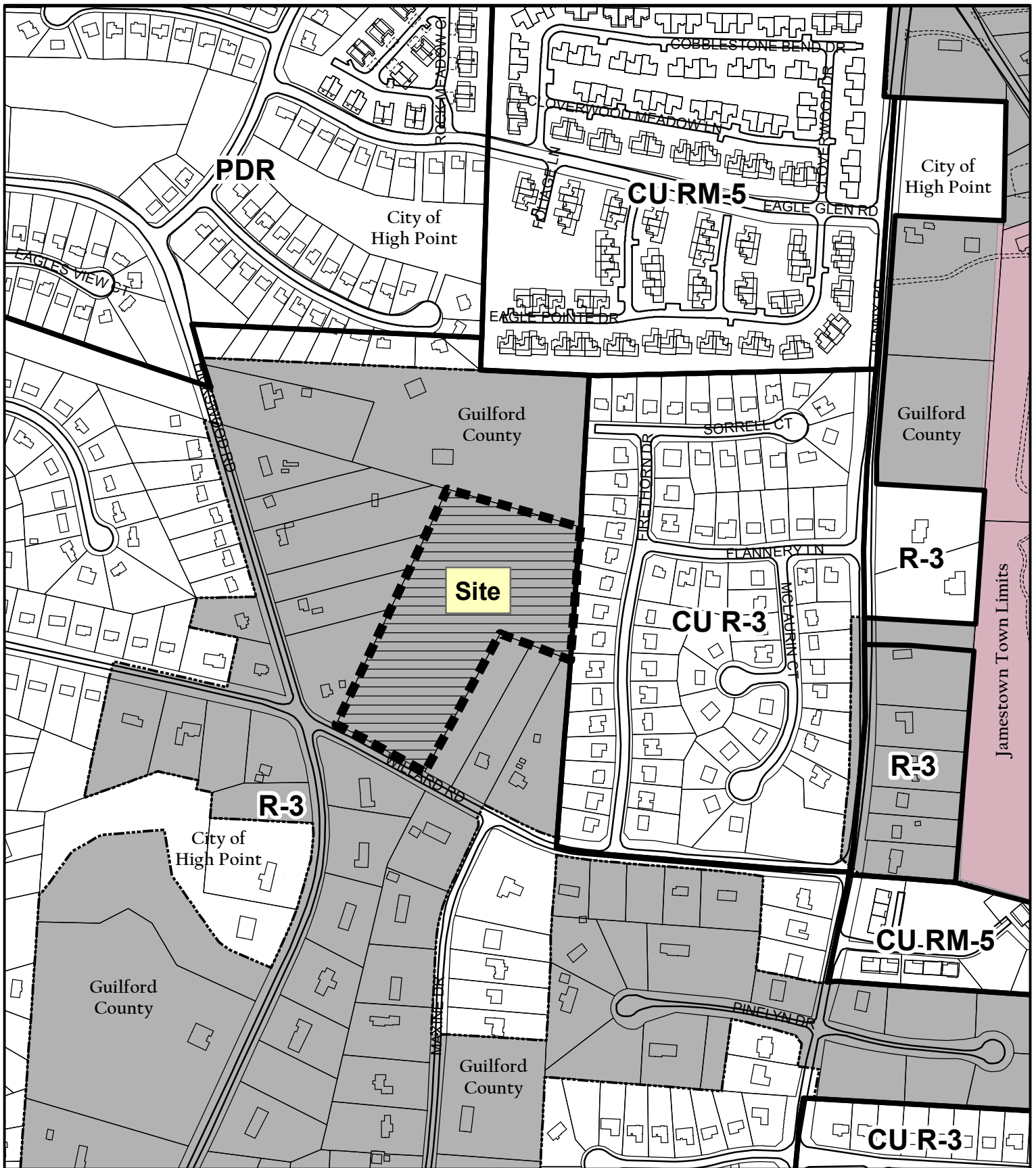
That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 4.

This ordinance shall become effective upon the date of adoption.

6th day of November, 2017.

Lisa B. Vierling, City Clerk



ZONING MAP AMENDMENT ZA-17-17

**From: Residential Single Family-3
To: Residential Single Family-5**

Existing Zoning Boundary **—————**
Subject Property Boundary **- - - - -**

**Planning & Development
Department**

City of High Point

Date: September 26, 2017



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CITY OF HIGH POINT

AGENDA ITEM



Title: **Resolution of Intent for a Voluntary Contiguous Annexation**
Annexation 17-11 Willard Family Trust and Willard Survivors
(Ruth S. Willard, Brenda Wood, John M. Willard)

From: Lee Burnette, Planning & Development
Director

Meeting Date: November 6, 2017

Public Hearing: No

Advertising Date: Not applicable

Advertised By:

Attachments: A. Resolution of Intent for Annexation 17-11
B. Map of property proposed to be annexed

PURPOSE:

Approval of a Resolution of Intent that establishes a public hearing date to consider a voluntary contiguous annexation request.

BACKGROUND:

Resolution of Intent for Annexation 17-11 is enclosed.

BUDGET IMPACT:

There is no budget impact.

RECOMMENDATION / ACTION REQUESTED:

Staff requests City Council set a public hearing date of Monday, November 20, 2017, to hear this case.

PUBLISH ONCE: Friday, November 10, 2017

**RESOLUTION TO ESTABLISH A
PUBLIC HEARING DATE FOR
VOLUNTARY CONTIGUOUS ANNEXATION
(Case # AN-17-11)**

WHEREAS, the City Council has been petitioned to annex the property of the Willard Family Trust and Willard Survivors (Ruth S. Willard, Brenda Wood, John M. Willard). The proposed annexation site is approximately 20.5 acres and is lying along the north side of Willard Dairy Road, approximately 800 feet east of Southwest School Road. The property is also known as Guilford County Tax Parcel 0169933.

WHEREAS, the City Clerk is in receipt of said petition and has determined its sufficiency in accordance with G.S. 160A-31;

NOW, THEREFORE BE IT RESOLVED, THAT THE CITY COUNCIL establishes Monday, November 20, 2017, at 5:30 p.m., in the Council Chambers in the Municipal Building at 211 South Hamilton Street, High Point, North Carolina, as the date for the public hearing regarding the requested annexation.

Any interested party will be permitted to be heard at the public hearing. The meeting facilities of the City of High Point are accessible to people with disabilities. If you need a special accommodation, call (336) 883-3298 or the TDD# (336) 883-8517.

Following the public hearing, the City Council shall have authority to adopt an ordinance annexing the territory described in the petition. The City Council shall have authority to make the annexing ordinance effective immediately or on any specified date within six (6) months from date of passage of ordinance.

Further information pertaining to this request is available for public inspection upon request at the Planning and Development Department in the Municipal Office Building, 211 South Hamilton Street, Room 316, High Point, North Carolina, (336) 883-3328 or FAX (336) 883-3056.

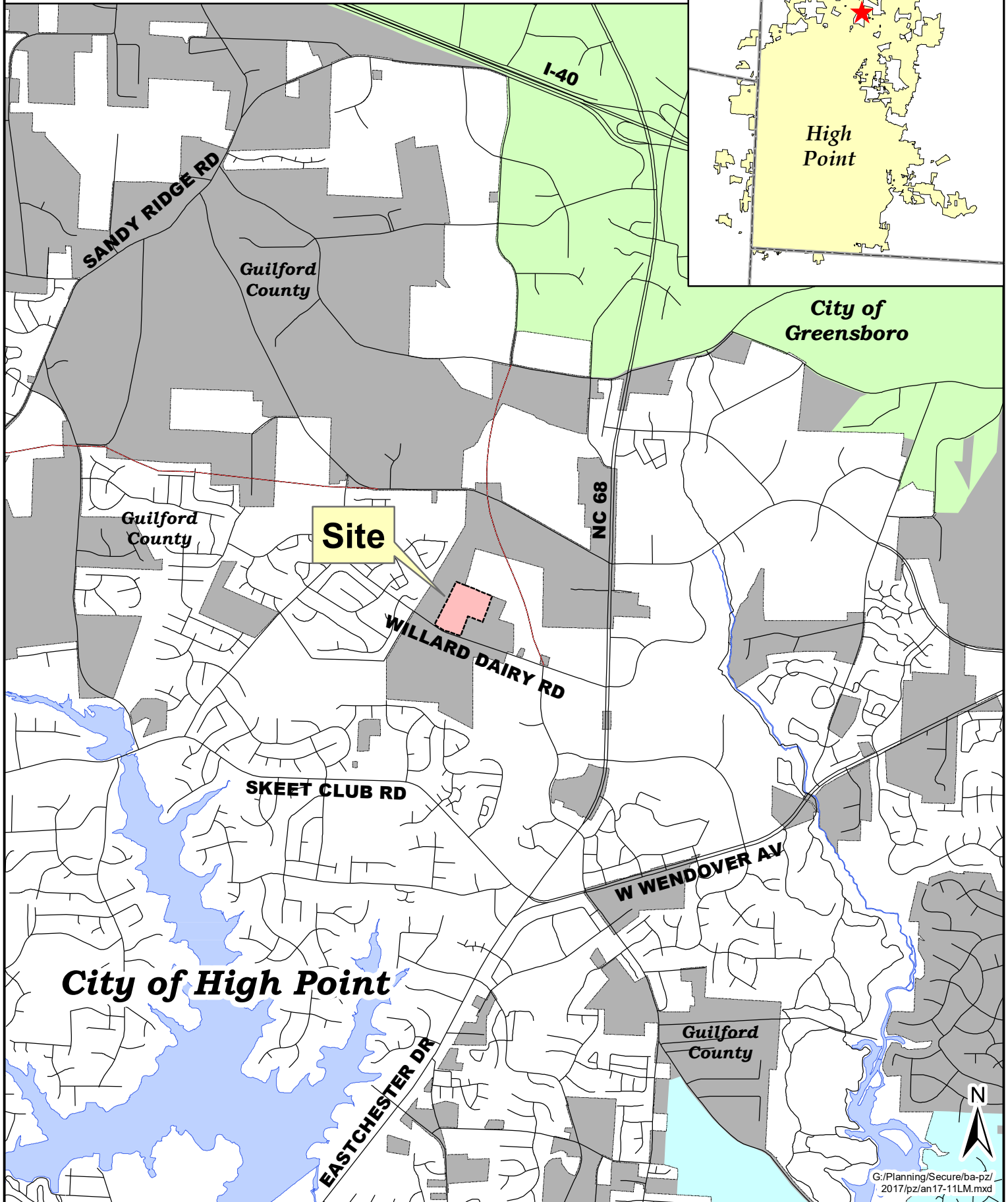
By order of the City Council,
This the 6th day of November, 2017.

Lisa B. Vierling, City Clerk

LOCATION MAP

ANNEXATION CASE: AN-17-11

Applicant: Willard Family Trust



ANNEXATION REQUEST AN17-11

Applicant: Willard Family Trust
Area: 20.5 acres

Existing Zoning Boundary
Subject Property Boundary

**Planning & Development
Department**

City of High Point

Date: September 8, 2017



Scale: 1"=600'
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2017/pz/an17-11.mxd

STATE OF NORTH CAROLINA

PUBLIC TRANSPORTATION GRANT
AGREEMENT FOR TRANSIT
DEVELOPMENT
PROGRAM

COUNTY OF WAKE

NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

and

DOT NUMBER: DOT-11

CITY OF HIGH POINT

PROJECT NUMBER: 18-DG-025

DUNS # 071581938

THIS AGREEMENT made this the 13 day of November, 20 17, (hereinafter referred to as AGREEMENT) by and between the NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as "Department", an agency of the State of North Carolina) and **CITY OF HIGH POINT**, (acting in its capacity as the grant recipient hereinafter referred to as the "Grantee").

WHEREAS, 49 U.S.C. Chapter 53 in the above referenced Federal grant program including, but not limited to; section 5305 (5303 & 5304) Metropolitan & Statewide Planning and Non-Metropolitan Transportation Planning, 5307 Urbanized Area Formula Grants, 5310 Enhanced Mobility of Seniors & Individuals with Disabilities, 5311 Formula Grants for Rural Areas, 5339 Buses and Bus Facilities Grants Program, 5311(f) Intercity Bus, awards of federal discretionary grants, and assistance under the Tribal Transit Program, and/or State grant program including, but not limited to, Advanced Technology, Intern/Apprentice program, Urban State match programs, Rideshare, ROAP and SMAP.

WHEREAS, the funds provide federal administrative, operating, and capital assistance for public transportation in rural and small urban areas by way of a formula grant program to be administered by the State; and

WHEREAS, the purpose of this grant is to enhance access of people in small urban and nonurbanized areas for purposes such as health care, shopping, education, recreation, public services, and employment by encouraging the maintenance, development, improvement, and use of public passenger transportation systems; and

WHEREAS, the Grantee has been designated as the recipient of these funds, and

WHEREAS, Article 2B of Chapter 136 of the North Carolina General Statutes (N.C.G.S.) designated the Department of Transportation as the agency of the State of North Carolina responsible for administering all Federal and/or State programs relating to public transportation, and granted the Department authority to do all things required under applicable Federal and/or State legislation to properly administer the public transportation within the State of North Carolina; and

WHEREAS, the Governor of North Carolina has designated the North Carolina Department of Transportation as the agency to receive and administer Federal funds, in accordance with the relevant section of the Fixing America's Surface Transportation (FAST) Act, Public Law No. 114-94, December 4, 2015, and other authorizing legislation that may be enacted, the Moving Ahead for Progress in the 21st Century Act (MAP-21), Public Law No. 112-141, July 6, 2012, as amended by the "Surface Transportation and Veterans Health Care Choice Improvement Act of 2015," Public Law No. 114-41, July 31, 2015, and the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), Public Law No. 109-59, August 10, 2005, as amended by the SAFETEA-LU Technical Corrections Act of 2008, Public Law No 110-244, June 6, 2008. Under this program; and

WHEREAS, in order to assist in providing transportation services, the Department, under the terms of this Agreement shall make grants of Administrative, Operating and Capital assistance to the Grantee; and

WHEREAS, the Department and the Grantee desire to secure and utilize grant funds for the above referenced purposes.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, the Department and the Grantee agree as follows:

Section 1. Purpose of Agreement. The purpose of this Agreement is to provide for the undertaking of nonurbanized and small urban public transportation services as described in the project application (hereinafter referred to as "Project") properly prepared, endorsed, approved, and transmitted by the Grantee to the Department, and to state the terms and conditions as to the manner in which the Project will be undertaken and completed.

Section 2. Project Implementation. The Grantee shall carry out the Project as follows:

- a. **Scope of Project.** The City of High Point, in conjunction with the High Point Market Authority, will support transportation for annual, Fall and Spring furniture markets in High Point. The funds will be used to provide shuttle services for market attendees from Piedmont Triad area hotels and designated park and ride lots to the Home Furnishings Market, and for circulator services in the High Point showroom district. The circulator and shuttle services will be procured and organized by the High Point Market Authority. This is a request to disburse up to \$600,000 for each market subject to appropriations by the Legislature.
- b. The Grantee shall undertake and complete the nonurbanized area public transportation services in accordance with the procedures and guidelines set forth in the following documents:
 - (1) Federal Transit Administration (hereinafter referred to as "FTA") [Circular 9040.1G](#), dated November 24, 2014;
 - (2) FTA Master Agreement, [FTA MA\(23\)](#), dated October 1, 2016;
 - (3) The State Management Plan for Federal and State Transportation Programs (hereinafter referred to as "State Management Plan"); and
 - (4) The Grant application for financial assistance.

The aforementioned documents, and any subsequent amendments or revisions thereto, are herewith incorporated by reference, and are on file with and approved by the Department in accordance with the terms and conditions of this Agreement. Nothing shall be construed under the terms of this Agreement by the Department or the Grantee that shall cause any conflict with Department, State, or Federal statutes, rules, or regulations.

Section 3: Cost of Project/Project Budget. The total cost of the Project approved by the Department is **ONE MILLION TWO HUNDRED THOUSAND DOLLARS (\$1,200,000)** as set forth in the Project Description and Budget, incorporated into this Agreement as Attachment A. The Department shall provide, from Federal and State funds, the percentages of the actual net cost of the Project as indicated below, not in excess of the identified amounts for eligible Administrative, Operating, and Capital expenses. The Grantee hereby agrees that it will provide the percentages of the actual net cost of the Project, as indicated below, and any amounts in excess of the Department's maximum (Federal plus State shares). The net cost is the price paid minus any refunds, rebates, or other items of value received by the Grantee which have the effect of reducing the actual cost.

Operating WBS	Operating Total	Operating Federal (0%)	Operating State (100%)	Operating Local (0%)
36223.13.10.2	\$1,200,000	\$0	\$1,200,000	\$0
Agreement # 2000024531				
Project Total	Project Total	Project Total Federal	Project Total State	Project Total Local
	\$1,200,000	\$0	\$1,200,000	\$0

Section 4: Period of Performance. This Agreement shall commence upon the date of execution, unless specific written authorization from the Department to the contrary is received. The period of performance for all expenditures shall extend from **July 1, 2017 to June 30, 2018**, unless written authorization to the contrary is provided by the Department. Any requests to change the Period of Performance must be made in accordance with the policies and procedures established by the Department or FTA. The Grantee shall commence, carry on, and complete the approved Project with all practicable dispatch, in a sound, economical, and efficient manner.

Section 5. Grantee's Capacity.

- a. The Grantee agrees to maintain sufficient legal, financial, technical, and managerial capability to:
 - (1) Plan, manage, and complete the Project and provide for the use of Project property;
 - (2) Carry out the safety and security aspects of the Project; and
 - (3) Comply with the terms of this agreement, the Master Agreement between the FTA and the Department, the Approved Project Budget, the Project schedules, the Grantee's annual Certifications and Assurances to the Department, and applicable Federal and State laws, regulations, and directives.
- b. No Overdue Tax Debts Certification – Non-Governmental Grantees Only. The Grantee shall complete and submit to the Department a sworn written statement pursuant to N.C.G.S. 143C-6-23(c), stating that the Grantee does not have any overdue tax debts, as defined by G.S. 105-243.1, at the Federal, State, or local level. The Grantee acknowledges that the written statement must be submitted to the Department prior to execution of this Agreement and disbursement of funds. The certification will be incorporated into this Agreement as Attachment B.
- c. Administrative Requirements. The Grantee agrees to comply with the following Federal and State administrative requirements:
 - (1) U.S. DOT regulations, Uniform Administrative Requirements, Cost Principles, and audit Requirements for Federal Awards, 2 C.F.R. Part 200.
 - (2) Title 19A North Carolina Administrative Code (N.C.A.C.) Subchapter 5B.
- d. Application of Federal, State, and Local Laws, Regulations, and Directives. To achieve compliance with changing federal requirements, the Grantee makes note that federal, state and local requirements may change and the changed requirements will apply to this Agreement as required.
- e. Grantee's Primary Responsibility to Comply with Federal and State Requirements. Irrespective of involvement by any other participant in the Project, the Grantee agrees that it, rather than the participant, is ultimately responsible for compliance with all applicable Federal and State laws, regulations, and directives, the Master Agreement between the FTA and the Department, and this Agreement, except to the extent that the Department determines otherwise in writing. Unless otherwise authorized in writing by the Department, the Grantee shall not assign any portion of the work to be performed under this Agreement, or execute any contract, amendment, or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the Department. Further, the Grantee shall incorporate the provisions of this Agreement into any lease arrangement and shall not enter into any lease arrangement without the prior concurrence of the Department. Any lease approved by the Department shall be subject to the conditions or limitations governing the lease as set forth by the FTA and the Department. If the Grantee leases any Project asset to another party, the Grantee agrees to retain ownership of the leased asset, and assure that the Lessee will use the Project asset to provide mass transportation service, either through a "Lease

and Supervisory Agreement" between the Grantee and Lessee, or another similar document. The Grantee agrees to provide a copy of any relevant documents.

- (1) Significant Participation by a Third Party Contractor. Although the Grantee may enter into a third party contract, after obtaining approval from the Department, in which the third party Contractor agrees to provide property or services in support of the Project, or even carry out Project activities normally performed by the Grantee (such as in a turnkey contract), the Grantee agrees that it, rather than the third party Contractor, is ultimately responsible to the Department for compliance with all applicable Federal and State laws, regulations, and directives, except to the extent that the Department determines otherwise in writing.
- (2) Significant Participation by a Subcontractor. Although the Grantee may delegate any or almost all Project responsibilities to one or more subcontractors, the Grantee agrees that they, rather than the subcontractor, is ultimately responsible for compliance with all applicable Federal and State laws, regulations, and directives, except to the extent that the Department determines otherwise in writing.
- (3) Significant Participation by a Lessee of a Grantee. Although the Grantee may lease project property and delegate some or many project responsibilities to one or more lessees, the Grantee agrees that they, rather than any lessee, is ultimately responsible for compliance with all applicable Federal laws, regulations, and directives, except to the extent that FTA determines otherwise in writing.

f. Grantee's Responsibility to Extend Federal and State Requirements to Other Entities.

- (1) Entities Affected. Only entities that are signatories to this Agreement for the Project are parties to this agreement. To achieve compliance with certain Federal and State laws, regulations, or directives, however, other Project participants, such as subrecipients and third party Grantees, will necessarily be involved. Accordingly, the Grantee agrees to take the appropriate measures necessary to ensure that all Project participants comply with applicable Federal and State laws, regulations, and directives affecting their performance, except to the extent the Department determines otherwise in writing.
- (2) Documents Affected. The applicability of provisions of Federal and State laws, regulations, and directives determine the extent to which their requirements affect a Project participant. Thus, the Grantee agrees to include adequate provisions to ensure that each Project participant complies with those Federal and State laws, regulations, and directives, except to the extent that the Department determines otherwise in writing. In addition, the Grantee also agrees to require its third party contractors, subrecipients, and lessees to include appropriate requirements to ensure compliance with applicable Federal and State laws, regulations, and directives in each lower tier subcontract and subagreement for the Project, except to the extent that the Department determines otherwise in writing. Additional requirements include the following:
 - (a) Third Party Contracts. Because Project activities performed by a third party contractor must comply with all applicable Federal and State laws, regulations, and directives, except to the extent the Department determines otherwise in writing, the Grantee agrees to include appropriate clauses in each third party contract stating the third party contractor's responsibilities under Federal and State laws, regulations, and directives, including any provisions directing the third party contractor to extend applicable requirements to its subcontractors at the lowest tier necessary. When the third party contract requires the third party contractor to undertake responsibilities for the Project usually performed by the Contractor, the Grantee agrees to include in that third party contract those requirements applicable to the Contractor imposed by the Grant Agreement for the Project or the FTA Master Agreement and extend those requirements throughout each tier except as the Department determines otherwise in writing. Additional guidance pertaining to third party contracting is contained in the FTA's "Best Practices Procurement Manual"
<https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/funding/procurement/8286/fta-best-practices-procurement-and-lessons-learned-manual-2016.pdf>).

FTA and the Department caution, however, that FTA's "Best Practices Procurement Manual" focuses mainly on third party procurement processes and may omit certain other Federal requirements applicable to the work to be performed.

- (b) Subagreements. Because Project activities performed by a subcontractor / subrecipient must comply with all applicable Federal and State laws, regulations, and directives except to the extent that the Department determines otherwise in writing, the Grantee agrees as follows:

- 1 Written Subagreement. The Grantee agrees to enter into a written agreement with each subrecipient (subagreement) stating the terms and conditions of assistance by which the Project will be undertaken and completed.
- 2 Compliance with Federal Requirements. The Grantee agrees to implement the Project in a manner that will not compromise the Grantee's compliance with Federal and State laws, regulations, and directives applicable to the Project and the Grantee's obligations under this Agreement for the Project and the FTA Master Agreement. Therefore, the Grantee agrees to include in each subagreement appropriate clauses directing the subrecipient to comply with those requirements applicable to the Grantee imposed by this Agreement for the Project or the FTA Master Agreement and extend those requirements as necessary to any lower level subagreement or any third party contractor at each tier, except as the Department determines otherwise in writing.

(3) Iran Divestment Act compliance

- (a) N.C.G.S. 147-86.59 requires that all bids or contracts or renewals with the State of North Carolina, North Carolina local governments, or any other political subdivision of the State of North Carolina have a certification that the Grantee is not on the Final Divestment List as created by the NC State Treasurer pursuant to N.C.G.S. § 147-86.58. In compliance with the requirements of the Iran Divestment Act 2015 and N.C.G.S. § 147-86.55 and 147-86.59, the Grantee shall not utilize the performance of the contract of any subcontractor that is identified on the Final Divestment List.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website: www.nctreasurer.com/iran and will be updated every 180 days, effective February 26, 2016.

- 1 By execution of this Agreement each Party certifies that neither it nor its Agents or Contactors/Subcontractors (1) are on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran; (2) shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and (3) that the undersigned are authorized by the Parties to make this Certification.
- 2 During the term of this Agreement, should the Parties receive information that a person is in violation of the Act as stated above, the Department will offer the person an opportunity to respond and the Department will take action as appropriate and provided for by law, rule, or contract. Should this Act be voided by NC General Statute, this Agreement will remain valid; however this certification will no longer be required.

- g. No Federal/State Government Obligations to Third Parties. In connection with performance of the Project, the Grantee agrees that, absent the Federal/State Government's express written consent, the Federal/State Government shall not be subject to any obligations or liabilities to any subrecipient, third party contractor, lessee or other person or entity that is not a party to this Agreement for the Project. Notwithstanding that the Federal/State Government may have concurred in or approved any solicitation, subagreement, or third party contract, the Federal/State Government has no obligations or liabilities to such entity, including any subrecipient, third party contractor, or lessee.

- h. Changes in Project Performance (i.e., Disputes, Breaches, Defaults, or Litigation). The Grantee agrees to notify the Department immediately, in writing, of any change in local law, conditions

(including its legal, financial, or technical capacity), or any other event that may adversely affect the Grantee's ability to perform the Project as provided in this Agreement for the Project. The Grantee also agrees to notify the Department immediately, in writing, of any current or prospective major dispute, breach, default, or litigation that may adversely affect the Federal/State Government's interests in the Project or the Federal/State Government's administration or enforcement of Federal/State laws or regulations; and agrees to inform the Department, also in writing, before naming the Federal or State Government as a party to litigation for any reason, in any forum.

- i. Limitations of Agreement. This Agreement shall be subject to the availability of Federal and State funds, and contingent upon the terms and conditions of the Master Agreement between the FTA and the Department.

Section 6. Ethics.

- a. Code of Ethics. The Grantee agrees to maintain a written code or standards of conduct that shall govern the actions of its officers, employees, board members, or agents engaged in the award or administration of third party contracts, subagreements, or leases financed with Federal/State assistance. The Grantee agrees that its code or standards of conduct shall specify that its officers, employees, board members, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from any present or potential third party Grantee at any tier, any subrecipient at any tier or agent thereof, or any lessee. Such a conflict would arise when an employee, officer, board member, or agent, including any member of his or her immediate family, partner, or organization that employs, or intends to employ, any of the parties listed herein has a financial interest in the firm selected for award. The Grantee may set de Minimis rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. The Grantee agrees that its code or standards shall also prohibit the its officers, employees, board members, or agents from using their respective positions in a manner that presents a real or apparent personal or organizational conflict of interest or personal gain. As permitted by State or local law or regulations, the Grantee agrees that its code or standards of conduct shall include penalties, sanctions, or other disciplinary actions for violations by its officers, employees, board members, or their agents, its third party contractors or sub-recipients or their agents.
 - (1) Personal Conflicts of Interest. The Grantee agrees that its code or standards of conduct shall prohibit the Grantee's employees, officers, board members, or agents from participating in the selection, award, or administration of any third party contract, or sub-agreement supported by Federal/State assistance if a real or apparent conflict of interest would be involved. Such a conflict would arise when an employee, officer, board member, or agent, including any member of his or her immediate family, partner, or organization that employs, or intends to employ, any of the parties listed herein has a financial interest in the firm selected for award.
 - (2) Organizational Conflicts of Interest. The Grantee agrees that its code or standards of conduct shall include procedures for identifying and preventing real and apparent organizational conflicts of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or sub-agreement, may, without some restrictions on future activities, result in an unfair competitive advantage to the third party Grantee or sub-recipient or impair its objectivity in performing the contract work.
 - (3) Gifts. N.C.G.S. § 133-32 and Executive Order 24, of October 1, 2009, prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of this Agreement, Grantee attests, for its entire organization and its employees or agents, that it is not aware that any gift in violation of N.C.G.S. § 133-32 and Executive Order 24 has been offered, accepted, or promised by any employees of Grantee.
- b. Debarment and Suspension. The Grantee agrees to comply, and assures the compliance of each third party Grantee, sub-recipient, or lessee at any tier, with Executive Orders Nos. 12549 and 12689, (see 2 C.F.R. § 180) "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT

regulations, "Government-wide Debarment and Suspension (Non-procurement)," 49 C.F.R. Part 29. The Grantee agrees to, and assures that its third party contractors, sub-recipients, and lessees will, review the Excluded Parties Listing System at (<http://epls.arnet.gov/>) before entering into any contracts.

- c. Bonus or Commission. The Grantee affirms that it has not paid, and agrees not to pay, any bonus or commission to obtain approval of its Federal/State assistance application for the Project.
- d. Lobbying Restrictions. The Grantee agrees that:
 - (1) In compliance with 31 U.S.C. 1352(a), it will not use Federal assistance to pay the costs of influencing any officer or employee of a Federal agency, Member of Congress, officer of Congress or employee of a member of Congress, in connection with making or extending the Grant Agreement;
 - (2) It will comply with other applicable Federal laws and regulations prohibiting the use of Federal assistance for activities, designed to influence Congress or a State legislature with respect to legislation or appropriations, except through proper, official channels; and
 - (3) It will comply, and will assure the compliance of each sub-recipient, lessee, or third party contractor at any tier, with U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20, modified as necessary by 31 U.S.C. § 1352.
- e. Political Activity. To the extent applicable, the Grantee agrees to comply with the provisions of the Hatch Act, 5 U.S.C. chapter 15, and U.S. Office of Personnel Management regulations, "Political Activity of State or Local Officers or Employees," 5 C.F.R. Part 151. The Hatch Act limits the political activities of State and local agencies and their officers and employees, whose principal employment activities are financed in whole or part with Federal funds including a Federal grant, cooperative agreement, or loan. Nevertheless, in accordance with 49 U.S.C. § 5307(k)(2)(B) and 23 U.S.C. § 142(g), the Hatch Act does not apply to a nonsupervisory employee of a public transportation system (or of any other agency or entity performing related functions) receiving FTA assistance to whom the Hatch Act would not otherwise apply.
- f. False or Fraudulent Statements or Claims. The Grantee acknowledges and agrees that:
 - (1) Civil Fraud. The Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq., and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its activities in connection with the Project. By executing this Agreement for the Project, the Grantee certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project. In addition to other penalties that may apply, the Grantee also understands that if it makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal/State Government concerning the Project, the Federal/State Government reserves the right to impose on the Grantee the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, to the extent the Federal/State Government deems appropriate.
 - (2) Criminal Fraud. If the Grantee makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal/State Government or includes a false, fictitious, or fraudulent statement or representation in any agreement with the Federal/State Government in connection with a Project authorized under 49 U.S.C. chapter 53 or any other Federal law, the Federal/State Government reserves the right to impose on the Grantee the penalties of 49 U.S.C. § 5323(l), 18 U.S.C. § 1001 or other applicable Federal/State law to the extent the Federal/State Government deems appropriate.

Section 7. Project Expenditures/Payment/Reimbursement.

- a. General. The Department shall reimburse the Grantee for allowable costs for work performed under the terms of this Agreement which shall be financed with Federal funds and/or State matching funds. The Grantee shall expend funds provided in this Agreement in accordance with the approved Project Budget(s), included as Attachment A to this Agreement. It is understood and agreed that the work conducted pursuant to this Agreement shall be done on an actual cost basis by the Grantee. Expenditures submitted for reimbursement shall include all eligible cost incurred within the Period Covered. The Period Covered represents the monthly or quarterly timeframe in which the Grantee reports expenditures to the Department. All payments issued by the Department

will be on a reimbursable basis unless the Grantee requests and the Department approves an advance payment. The Department allows Grantees in good standing to request advance payment (prior to issuing payment to the vendor) for construction projects, vehicles, and other high-cost capital items. The Grantee agrees to deposit any advance payments into its account when received and issue payment to the vendor within 3 (three) business days. The amount of reimbursement from the Department shall not exceed the funds budgeted in the approved Project Budget. The Grantee shall initiate and prosecute to completion all actions necessary to enable the Grantee to provide its share of project costs at or prior to the time that such funds are needed to meet project costs. The Grantee shall provide its share of project costs from sources other than FTA and State funds from the Department. Any costs for work not eligible for Federal and State participation shall be financed one hundred percent (100%) by the Grantee.

- b. Administrative Expenditures. In order to assist the Grantee in financing the administrative costs of the project, the Department shall reimburse the Grantee up to the percentage specified in the Approved Project Budget of allowable administrative costs which shall be determined by available funding.
- c. Operating Expenditures. In order to assist in financing the operating costs of the project, the Department shall reimburse the Grantee for the lesser of the following when providing operating assistance:
 - (1) The balance of unrecovered operating expenditures after deducting all farebox and other operating revenues, or
 - (2) Up to the percentage specified in the Approved Project Budget of the allowable total operating expenditures which shall be determined by available funding.
- d. Payment and Reimbursement. The Grantee shall submit a request for reimbursement to the Department for the Period Covered not more frequently than monthly, nor less frequently than quarterly, reporting on the Department's Uniform Public Transportation Accounting System (UPTAS) invoicing forms furnished by the Department for work performed under this Agreement. Expenditures submitted for reimbursement shall include all eligible cost incurred within the Period Covered. Failure to request reimbursement for expenses incurred within the Period Covered may result in non-payment. All requests for reimbursement must be submitted within (30) days following the end of the project's reporting period. Any Grantee that fails to submit a request for reimbursement for the first two quarters of agreement fiscal year by January 31st or the last two quarters by July 30th will forfeit their ability to receive reimbursement for those periods.

Additional forms must be submitted with reimbursement requests to report on contracting activities with Disadvantaged Business Enterprise (DBE) firms. Invoices shall be supported by documentation of costs unless otherwise waived by the Department. All requests must be submitted within thirty (30) days following the end of the quarter. Failure to request reimbursement for eligible projects costs as outlined may result in termination of the Project. Invoices shall be approved by the Department's Public Transportation Division and reviewed by the Department's External Audit Branch prior to payment.

- e. Indirect Cost or Central Service Allocation. Calculation of Indirect or Central Service Allocations will be consistent with the applicable US DOT common rules in 2 C.F.R. 200. These rates must be approved by NCDOT PTD or cognizant agency prior to the beginning or the period of performance. Approved rates will be retained as outlined in the SMP.
- f. Excluded Costs. The Grantee understands and agrees that, except to the extent the Department determines otherwise in writing, ineligible costs will be treated as follows:
 - (1) In determining the amount of Federal/State assistance the Department will provide, the Department will exclude:
 - (a) Any Project cost incurred by the Grantee before the effective date of the grant;
 - (b) Any cost that is not included in the latest Approved Project Budget;
 - (c) Any cost for Project property or services received in connection with a third party contract, sub-agreement, lease, or other arrangement that is required to be, but has not been, concurred in or approved in writing by FTA;
 - (d) Any non-project cost consistent with the prohibitions of 49 U.S.C. § 5323(h); and

- (e) Any profit or fee sought by the recipient for its services under the Grant Agree, except to the extent determined by applicable.
 - (f) Any cost ineligible for FTA participation as provided by applicable Federal/State laws, regulations, or directives.
- (2) The Grantee shall limit reimbursement for meals, lodging and travel to rates established by the State of North Carolina Travel Policy. Costs incurred by the Grantee in excess of these rates shall be borne by the Grantee.
- (3) The Grantee understands and agrees that payment to the Grantee on any Project cost does not constitute the Federal/State Government's final decision about whether that cost is allowable and eligible for payment and does not constitute a waiver of any violation by the Grantee of the terms of this Agreement. The Grantee acknowledges that the Federal/State Government will not make a final determination about the allowability and eligibility of any cost until an audit of the Project has been completed. If the Federal/State Government determines that the Grantee is not entitled to receive any portion of the Federal/State assistance the Grantee has requested or provided, the Department will notify the Grantee in writing, stating its reasons. The Grantee agrees that Project closeout will not alter the Grantee's responsibility to return any funds due the Federal/State Government as a result of later refunds, corrections, or other transactions; nor will Project closeout alter the Federal/State Government's right to disallow costs and recover funds on the basis of a later audit or other review. Unless prohibited by Federal/State law or regulation, the Federal/State Government may recover any Federal/State assistance funds made available for the Project as necessary to satisfy any outstanding monetary claims that the Federal/State Government may have against the Grantee.
- g. Program Income
 - (1) State, Local, or Indian Tribal Governments. In addition to uses of program income authorized under 2 C.F.R. Part 200.80, FTA reserves the right to permit the Department to add program income to the funds FTA and the recipient have committed to that Grant agreement and use that program income for the purposes of and under the conditions of the grant agreement.
 - (2) Institutions of Higher Education, private Non-Profit Organizations, and Private For Profit Organizations. FTA reserves the right to permit a recipient to add the program income to the funds FTA and the recipient have committed to that Grant agreement and use that program income to further eligible project or program objectives.
 - (3) Cost Associated With Program Income. Except to the extent FTA determines otherwise in writing, the cost incident to the earning program income may be deducted from the Recipient's gross income to determine program income, provided these costs have not been charged to the Grant Agreement.
- h. Federal/State Claims, Excess Payments, Disallowed Costs, including Interest.
 - (1) Grantee's Responsibility to Pay. Upon notification to the Grantee that specific amounts are owed to the Federal/State Government, whether for excess payments of Federal/State assistance, disallowed costs, or funds recovered from third parties or elsewhere, the Grantee agrees to remit to the Department promptly the amounts owed, including applicable interest and any penalties and administrative charges.
 - (2) Amount of Interest. The Grantee agrees to remit to the Department interest owed as determined in accordance with N.C.G.S. 147-86.23. Upon notification to the Grantee that specific amounts are owed to the Federal Government, whether for excess payments of Federal assistance, disallowed costs, or funds recovered from third parties or elsewhere, the Grantee agrees to remit to the Federal Government promptly the amounts owed, including applicable interest, penalties and administrative charges.
 - (3) Payment to FTA. Upon receipt of repayment from the Grantee, the Department shall be responsible to remit amounts owed to FTA.
- i. De-obligation of Funds. The Grantee agrees that the Department may de-obligate unexpended Federal and State funds before Project closeout.

Section 8. Accounting Records.

- a. Establishment and Maintenance of Accounting Records. The Grantee shall establish and maintain separate accounts for the public transportation program, either independently or within the existing accounting system. All costs charged to the program shall be in accordance with most current approved Annual Budget and shall be reported to the Department in accordance with UPTAS.
- b. Documentation of Project Costs. All costs charged to the Project, including any approved services performed by the Grantee or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges, as referenced in 2 C.F.R. 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards"
- c. Allowable Costs. Expenditures made by the Grantee shall be reimbursed as allowable costs to the extent they meet all of the requirements set forth below. They must be:
 - (1) Consistent with the Project Description, plans, specifications, and Project Budget and all other provisions of this Agreement;
 - (2) Necessary in order to accomplish the Project;
 - (3) Reasonable in amount for the goods or services purchased;
 - (4) Actual net costs to the Grantee, i.e., the price paid minus any refunds (e.g., refundable sales and use taxes pursuant to N.C.G.S. 105-164.14), rebates, or other items of value received by the Grantee that have the effect of reducing the cost actually incurred;
 - (5) Incurred (and be for work performed) within the period of performance and period covered of this Agreement unless specific authorization from the Department to the contrary is received;
 - (6) Satisfactorily documented;
 - (7) Treated uniformly and consistently under accounting principles and procedures approved or prescribed by the Department; and
 - (8) In compliance with U.S. DOT regulations pertaining to allowable costs in 2 C.F.R. 200, Subpart E, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", and FAR, at 48 C.F.R., Subpart 31.2, "Contracts with Commercial organizations" applies to Project costs incurred by a Recipient that is a for-profit organization.

Section 9. Reporting, Record Retention, and Access.

- a. Reports. The Grantee shall advise the Department regarding the progress of the Project at a minimum quarterly, and at such time and in such a manner as the Department may require. Such reporting and documentation may include, but not be limited to: operating statistics, equipment usage, meetings, progress reports, and monthly performance reports. The Grantee shall collect and submit to the Department such financial statements, data, records, contracts, and other documents related to the Project as may be deemed necessary by the Department. Reports shall include narrative and financial statements of sufficient substance to be in conformance with the reporting requirements of the Department. Progress reports throughout the useful life of the project equipment shall be used, in part, to document utilization of the project equipment. Failure to fully utilize the project equipment in the manner directed by the Department shall constitute a breach of contract, and after written notification by the Department, may result in termination of the Agreement or any such remedy as the Department deems appropriate.
- Non-Governmental Grantees:
 - (1) In accordance with 2 C.F.R. Part 200.500 Subpart F – Audit Requirements (Formerly OMB Circular A-133), N.C.G.S. 143C-6, "Non-State Entities Receiving State Funds", and Title 9 North Carolina Administrative Code (N.C.A.C.) Subchapter 3M ([09 NCAC 03M .0205](#)), Non-Governmental Grantees shall comply with all rules and reporting requirements established by statute or administrative rules. Financial reporting and audit requirements are based on the level of State financial assistance from all funding sources. The three (3) reporting levels are:
 - Level I – A recipient or subrecipient that receives, holds, uses, or expends State

financial assistance in an amount less than twenty-five thousand dollars (\$25,000) within its fiscal year.

- **Level II** – A recipient or subrecipient that receives, holds, uses, or expends State financial assistance in an amount of at least twenty-five thousand (\$25,000) or greater, but less than five hundred thousand dollars (\$500,000) within its fiscal year.
- **Level III** – A recipient or subrecipient that receives, holds, uses, or expends State financial assistance in an amount equal to or greater than five hundred thousand dollars (\$500,000) within its fiscal year.

- (2) Department-established reporting requirements for non-governmental Grantees shall meet the following reporting standards on an annual basis:
 - 1 All recipients or subrecipients shall provide a certification that State financial assistance received or held was used for the purposes for which it was awarded.
 - 2 All recipients or subrecipients shall provide an accounting of all State financial assistance received, held, used, or expended.
 - 3 Level II and III recipients or subrecipients shall report on activities and accomplishments undertaken by the recipient, including reporting on any performance measures established in the contract.
 - 4 Level III recipients or subrecipients shall have a single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book.
- (3) All reports shall be filed with the disbursing agency in the format and method specified by the Department no later than three months after the end of the Grantee's fiscal year, unless the same information is already required through more frequent reporting. Audits must be provided to the Department no later than nine months after the end of the recipient's fiscal year.
- (4) The Grantee shall use the Office of State Budget and Management reporting forms found under "NC Grants Annual Reporting Forms" on the Department's website: <https://connect.ncdot.gov/business/Transit/Pages/Transit-Grants.aspx>
- (5) The Grantee agrees to make available and require its SubGrantees to make available audit work papers in the possession of any auditor to the Department or other federal or state agencies as requested.
- (6) Department-established reporting requirements to meet the standards set forth in Paragraph (1) of this Rule shall be specified in each Grantee's contract.
- (7) Unless prohibited by law, the costs of audits made in accordance with the provisions of this Rule shall be allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in the Code of Federal Regulations, 2 C.F.R. Part 200. The cost of any audit not conducted in accordance with this Subchapter shall not be charged to State awards.

c. **Record Retention.** The Grantee and its third party Grantees shall retain all records pertaining to this Project for a period of five (5) years from the date of final payment to the Grantee, or until all audit exceptions have been resolved, whichever is longer, in accordance with "Records Retention and Disposition Schedule – Public Transportation Systems and Authorities, April 1, 2006," at: (<http://www.ah.dcr.state.nc.us/records/local/>).

d. **Access to Records of Grantee and SubGrantees.** The Grantee shall permit and shall require its third party contractors to permit the Department, the Comptroller General of the United States, and the Secretary of the United States Department of Transportation, or their authorized representatives, to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts of the Grantee pertaining to the Project. The Department shall reserve the right to reject any and all materials and workmanship for defects and incompatibility with Project Description or excessive cost. The Department shall notify the Grantee, in writing, if materials and/or workmanship are found to be unacceptable. The Grantee shall have ninety (90) days from notification to

correct defects or to provide acceptable materials and/or workmanship. Failure by the Grantee to provide acceptable materials and/or workmanship, or to correct noted defects, shall constitute a breach of contract.

- e. Project Closeout. The Grantee agrees that Project closeout does not alter the reporting and record retention requirements of this Section 6 of this Agreement.

Section 10. Project Completion, Audit, Settlement, and Closeout.

- a. Project Completion. Within thirty (30) calendar days following Project completion, the end of the Project's period of performance, or termination by the Department, the Grantee agrees to submit a final reimbursement request to the Department for eligible Project expenses.
- b. Financial Reporting and Audit Requirements. In accordance with 2 C.F.R. 200 Subpart F, "Audit Requirements", effective December 26, 2014 and N.C.G.S. 159-34, the Grantee shall have its accounts audited as soon as possible after the close of each fiscal year by an independent auditor. The Grantee agrees to submit the required number of copies of the audit reporting package four months after the Grantee's fiscal year-end to:
 - the Local Government Commission if a government entity, or
 - NCDOT PTD per NC Grants requirements for non-governmental entities
- c. Audit Costs. Unless prohibited by law, the costs of audits made in accordance with Title 2 C.F.R. 200, Subpart F, "Audit Requirements", are allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in Title 2 C.F.R. 200, Subpart E, "Cost Principles" (formerly OMB Circular A-87). The cost of any audit not conducted in accordance with Title 2 C.F.R. 200 and N.C.G.S. 159-34 is unallowable and shall not be charged to State or Federal grants.
- d. Funds Owed to the Department. The Grantee agrees to remit to the Department any excess payments made to the Grantee, any costs disallowed by the Department, and any amounts recovered by the Grantee from third parties or from other sources, as well as any penalties and any interest required by Subsection 7h of this Agreement.
- e. Project Closeout. Project closeout occurs when the Department issues the final project payment or acknowledges that the Grantee has remitted the proper refund. The Grantee agrees that Project closeout by the Department does not invalidate any continuing requirements imposed by this Agreement.

Section 11. Civil Rights. The Grantee agrees to comply with all applicable civil rights laws and implementing regulations including, but not limited to, the following:

- a. Nondiscrimination in Federal Public Transportation Programs. The Grantee agrees to comply, and assures the compliance of each third party Grantee at any tier and each subrecipient at any tier of the Project, with the provisions of 49 U.S.C. § 5332, which prohibit discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.
- b. Nondiscrimination – Title VI of the Civil Rights Act. The Grantee agrees to comply, and assures the compliance of each third party Grantee at any tier and each subrecipient at any tier of the Project, with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq., and with U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21.
- c. Equal Employment Opportunity. The Grantee agrees to comply, and assures the compliance of each third party Grantee at any tier of the Project and each subrecipient at any tier of the Project, with all equal employment opportunity (EEO) provisions of 49 U.S.C. § 5332, with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., and implementing Federal regulations and any subsequent amendments thereto. Except to the extent FTA determines otherwise in writing, the recipient also agrees to follow all applicable Federal EEO directives that may be issued. Accordingly:

- (1) General. The Grantee agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The Grantee agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, sex, disability, age, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
 - (2) Equal Employment Opportunity Requirements for Construction Activities. For activities determined by the U.S. Department of Labor (U.S. DOL) to qualify as "construction," the Grantee agrees to comply and assures the compliance of each third party Grantee at any tier or subrecipient at any tier of the Project, with all applicable equal employment opportunity requirements of U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000(e) note, and also with any Federal laws, regulations, and directives affecting construction undertaken as part of the Project.
- d. Disadvantaged Business Enterprises.
- (1) Policy. It is the policy of the North Carolina Department of Transportation that Disadvantaged Business Enterprises (DBEs) as defined in 49 C.F.R. Part 26 shall have the equal opportunity to compete fairly for and to participate in the performance of contracts financed in whole or in part by Federal Funds. The Grantee is also encouraged to give every opportunity to allow DBE participation in Supplemental Agreements.
 - (2) Obligation. The Grantee, subconsultant, and subcontractor shall not discriminate on the basis of race, religion, color, national origin, age, disability or sex in the performance of this contract. The Grantee shall comply with applicable requirements of 49 C.F.R. Part 26 in the award and administration of federally assisted contracts. Failure by the Grantee to comply with these requirements is a material breach of this contract, which will result in the termination of this contract or such other remedy, as the Department deems necessary.
 - (3) Goals. Even though specific DBE goals are not established for this project, the Department encourages the Grantee to have participation from DBE Grantees and/or suppliers.
 - (4) Listing of DBE subcontractors. The Grantee, at the time the Letter of Interest is submitted, shall submit a listing of all known DBE contractors that will participate in the performance of the identified work. The participation shall be submitted on the Department's Form DBE-IS. In the event the Grantee has no DBE participation, the Grantee shall indicate this on the Form DBE-IS by entering the word 'None' or the number 'zero' and the form shall be signed. Form DBE-IS may be accessed on the website.
 - (5) Certified Transportation Firms Directory. Real-time information about Grantees doing business with the Department and Grantees that are certified through North Carolina's Unified Certification Program is available in the Directory of Transportation Firms. The Directory can be accessed by the link on the Department's homepage or by entering <https://apps.dot.state.nc.us/vendor/directory/> in the address bar of your web browser. Only Grantees identified as DBE certified in the Directory shall be listed in the proposal. The listing of an individual Grantee in the Department's directory shall not be construed as an endorsement of the Grantee's capability to perform certain work.
 - (6) Reporting Disadvantaged Business Enterprise Participation. When payments are made to Disadvantaged Business Enterprise (DBE) Grantees, including material suppliers, Grantees at all levels (Grantee, SubConsultant or SubGrantee) shall provide the Contract Administrator with an accounting of said payments. The accounting shall be listed on the Department's SubGrantee Payment Information Form (Form DBE-IS). In the event the Grantee has no DBE participation, the Grantee shall indicate this on the Form DBE-IS by entering the word 'None' or the number 'zero' and the form shall be signed. Form DBE-IS

may be accessed on the website at:

<https://apps.dot.state.nc.us/quickfind/forms/Default.aspx>.

A responsible fiscal officer of the payee Grantee, subconsultant or SubGrantee who can attest to the date and amounts of the payments shall certify that the accounting is correct. A copy of an acceptable report may be obtained from the Department of Transportation. This information shall be submitted as part of the requests for payments made to the Department.

- e. Age Discrimination. The Grantee agrees to comply with the Age Discrimination in Employment Act (ADEA) 29 U.S.C. Section 621 through 634 and with implementing U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. Part 1625, which prohibits discrimination against individuals on the basis of age.
- f. Access for Individuals with Disabilities. The Grantee agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Grantee also agrees to comply with all applicable provisions of Section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities. In addition, the Grantee agrees to comply with applicable Federal regulations and directives and any subsequent amendments thereto, except to the extent the Department determines otherwise in writing, as follows:
 - (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
 - (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
 - (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
 - (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
 - (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
 - (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
 - (7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
 - (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
 - (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;
 - (10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
 - (11) Federal civil rights and nondiscrimination directives implementing the foregoing regulations.
- g. Drug or Alcohol Abuse-Confidentiality and Other Civil Rights Protections. To the extent applicable, the Grantee agrees to comply with the confidentiality and other civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 et seq., with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 et seq., and with the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 201dd -290dd-2 et seq., and any subsequent amendments to these acts.

- h. Access to Services for Persons with Limited English Proficiency. To the extent applicable and except to the extent that the Department determines otherwise in writing, the Grantee agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70Fed. Reg. 74087 et seq., December 14, 2005.
- i. Environmental Justice. The Grantee agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. § 4321 note, except to the extent that the Department determines otherwise in writing.
- j. Other Nondiscrimination Laws. The Grantee agrees to comply with all applicable provisions of other Federal laws, regulations, and directives pertaining to and prohibiting discrimination that are applicable, except to the extent the Department determines otherwise in writing.

Section 12. Planning and Private Enterprise.

- a. General. To the extent applicable, the Grantee agrees to implement the Project in a manner consistent with the plans developed in compliance with the Federal planning and private enterprise provisions of the following:
 - (1) 49 U.S.C. Chapter 53;
 - (2) Joint Federal Highway Administration (FHWA)/FTA document, "Interim Guidance for Implementing Key SAFETEA-LU Provisions on Planning, Environment, and Air Quality for Joint FHWA/FTA Authorities," dated September 2, 2005, as amended by joint FHWA/FTA guidance, "SAFETEA-LU Deadline for New Planning Requirements (July 1, 2007)," dated May 2, 2006 [clarifying Guidance on Implementation of SAFETEA-LU Planning Provisions], and subsequent Federal directives implementing SAFETEA-LU, except to the extent FTA determines otherwise in writing;
 - (3) Joint FHWA/FTA regulations, "Planning Assistance and Standards," 23 C.F.R. Part 450 and 49 C.F.R. Part 613 to the extent that those regulations are consistent with the SAFETEA-LU amendments to public transportation planning and private enterprise laws, and subsequent amendments to those regulations that may be promulgated; and
 - (4) FTA regulations, "Major Capital Investment Projects," 49 C.F.R. Part 611, to the extent that those regulations are consistent with the SAFETEA-LU amendments to the public transportation planning and private enterprise laws, and any subsequent amendments to those regulations that may be subsequently promulgated.
- b. Governmental and Private Nonprofit Providers of Nonemergency Transportation. In addition to providing opportunities to participate in planning as described in Subsection 12a of this Agreement, to the extent feasible the Grantee agrees to comply with the provisions of 49 U.S.C. § 5323(k), which afford governmental agencies and nonprofit organizations that receive Federal assistance for nonemergency transportation from Federal Government sources (other than U.S. DOT) an opportunity to be included in the design, coordination, and planning of transportation services.
- c. Infrastructure Investment. During the implementation of the Project, the Grantee agrees to take into consideration the recommendations of Executive Order No. 12803, "Infrastructure Privatization," 31 U.S.C. § 501 note, and Executive Order No. 12893, "Principles for Federal Infrastructure Investments," 31 U.S.C. § 501 note.

Section 13. Preference for United States Products and Services. To the extent applicable, the Grantee agrees to comply with the following U.S. domestic preference requirements:

- a. Buy America. The Grantee agrees to comply with 49 U.S.C. § 5323(j) and FTA regulations, "Buy America Requirements," 49 C.F.R. Part 661 to the extent those regulations are consistent with the FAST Act, MAP-21, or SAFETEA-LU provisions, and subsequent amendments to those regulations that may be promulgated. The Grantee also agrees to comply with FTA directives to the extent those directives are consistent with SAFETEA-LU provisions, except to the extent that FTA or the Department determines otherwise in writing.

- b. Cargo Preference-Use of United States-Flag Vessels. The Grantee agrees to comply with U.S. Maritime Administration regulations, "Cargo Preference-U.S.-Flag Vessels," 46 C.F.R. Part 381, to the extent those regulations apply to the Project.
- c. Fly America. The Grantee understands and agrees that the Federal/State Government will not participate in the costs of international air transportation of any individuals involved in or property acquired for the Project unless that air transportation is provided by U.S.-flag air carriers to the extent service by U.S.-flag air carriers is available, in accordance with the requirements of the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. § 40118, and with U.S. GSA regulations, "Use of United States Flag Air Carriers," 41 C.F.R. §§ 301-10.131 through 301-10.143.

Section 14. Procurement and Third Party Contracting. To the extent applicable, the Grantee agrees to comply with the following third party procurement provisions:

- a. Statutory and Regulatory Standards. The Grantee shall establish written procurement procedures that comply with the required Federal and State standards as found on the Department's website: <https://connect.ncdot.gov/business/Transit/Pages/Transit-Procurement.aspx>.

The Grantee agrees to comply with the third party procurement requirements with 2 C.F.R. 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (replaces 49 C.F.R. 18 and 19, effective December 26, 2014); 49 U.S.C. Chapter 53, as amended by FAST Act; FTA's Master Agreement, [FTA MA\(23\)](#); and other applicable Federal laws in effect now or as subsequently enacted; and other applicable Federal regulations pertaining to third party procurements and subsequent amendments thereto, to the extent those regulations are consistent with SAFETEA-LU provisions and N.C.G.S. 143 Article 8. The Grantee also agrees to comply with the provisions of FTA Circular 4220.1F, "Third Party Contracting Guidance", as amended, to the extent those provisions are consistent with the FAST ACT, MAP-21, or SAFETEA-LU provisions and with any subsequent amendments thereto, except to the extent the Department or the FTA determines otherwise in writing. Although the FTA "Best Practices Procurement Manual" provides additional procurement guidance, the Grantee understands that this FTA manual is focused on third party procurement processes and may omit certain Federal requirements applicable to the third party contract work to be performed.

- b. Full and Open Competition. In accordance with 49 U.S.C. §5325(a), the Grantee agrees to conduct all procurement transactions in a manner that provides full and open competition as determined by the Department and FTA.
- c. Exclusionary or Discriminatory Specifications. Apart from inconsistent requirements imposed by Federal laws or regulations, the Grantee agrees to comply with the requirements of 49 U.S.C. § 5325(h) by not using any Federal assistance awarded by FTA to support a procurement using exclusionary or discriminatory specifications.
- d. Geographic Restrictions. In accordance with N.C.G.S. 143 Article 3D, the Grantee agrees that it will not use any State or local geographic preference, except State or local geographic preferences expressly mandated or as permitted by FTA. However, for example, in procuring architectural, engineering, or related services, the Grantee's geographic location may be a selection criterion, provided that a sufficient number of qualified firms are eligible to compete.
- e. In-State Bus Dealer Restrictions. The Grantee agrees that in accordance with 49 U.S.C. § 5325(i), any State law requiring buses to be purchased through in-State dealers will not apply to purchases of vehicles acquired with funding authorized under 49 U.S.C. Chapter 53.
- f. Neutrality in Labor Relations. To the extent permitted by law, the Grantee agrees to comply with Executive Order No. 13502, "Use of Project Labor Agreements (PLA) for Federal Construction Projects", February 6, 2009, 74 Fed. Reg. 6985 et seq. As a result, the Recipient is no longer prohibited from requiring an affiliation with a labor organization, such as a project labor agreement, as a condition for award of any third party contract or subcontract at any tier for construction or construction management services, except to the extent that the Federal Government determines otherwise in writing.

- g. Federal Supply Schedules. State, local, or nonprofit Recipients may not use Federal Supply Schedules to acquire federally assisted property or services except to the extent permitted by U.S. GSA, U.S. DOT, or FTA laws, regulations, directives, or determinations.
- h. Force Account. The Grantee agrees that FTA may determine the extent to which Federal assistance may be used to participate in force account costs.
- i. Department Technical Review. The Grantee agrees to permit the Department to review and approve the Grantee's technical specifications and requirements to the extent the Department believes necessary to ensure proper Project administration. The Grantee agrees to submit the following to the Department for its review and approval prior to solicitation:
 - (1) New/adapted specifications for equipment, supplies, apparatuses and new-type rolling stock. This requirement does not apply to equipment, supplies, or apparatuses with cost of less than \$30,000; or to Minivans; Conversion and Lift Vans; Center Aisle Vans and Standard Vans; and Light Transit Vehicles (Cutaway-type Bus).
 - (2) Drawings, designs, and/or description of work for construction, renovation, or facility improvement projects, including the purchase or construction of bus shelters.
- j. Department Pre-award Approval. The Grantee agrees to submit procurement documents, including the Procurement Checklist, to the Department for its review and approval prior to award of a contract/subcontract under this Agreement for any of the following:
 - (1) All new-type rolling stock (excluding Minivans); Conversion and Lift Vans; Center Aisle Vans and Standard Vans; and Light Transit Vehicles (Cutaway-type Bus) not available on PTD State contracts.
 - (2) All specifications, drawings, plans, and/or description of work required for all construction, renovation, facility improvement or related type projects;
 - (3) All construction projects equal to or greater than \$30,000;
 - (4) Any "brand name" product or sole source purchase equal to or greater than \$2,500;
 - (5) Any contract/subcontract to other than apparent lowest bidder equal to or greater than \$3,500; \$2,000 if it is a construction related project
 - (6) Any procurement equal to or greater than \$90,000;
 - (7) Any contract modification that would change the scope of a contract or increase the contract amount up to or over the formal (sealed) bid threshold of \$90,000.
 - (8) All local procurements over \$3,500 using grant funds, federal and/or state must submit a Procurement Checklist with claim to be eligible for reimbursement
- k. Project Approval/Third Party Contract Approval. Except to the extent the Department determines otherwise in writing, the Grantee agrees that the Department's award of Federal and State assistance for the Project does not, by itself, constitute pre-approval of any non-competitive third party contract associated with the Project.
- l. Preference for Recycled Products. To the extent applicable, the Grantee agrees to comply with U.S. EPA regulations, "Comprehensive Procurement Guidelines for Products Containing Recovered Materials"; 40 C.F.R. Part 247, which implements Section 6002 of the Resource Conservation and Recovery Act, as amended; 42 U.S.C. § 6962; and with subsequent Federal regulations that may be promulgated. Accordingly, the Grantee agrees to provide a competitive preference for products and services that conserve natural resources, protect the environment, and are energy efficient.
- m. Clean Air and Clean Water. The Grantee agrees to include in each third party contract and subagreement exceeding \$100,000 adequate provisions to ensure that each Project participant will agree to report the use of facilities placed on or likely to be placed on the U.S. Environmental Protection Agency (U.S. EPA) "List of Violating Facilities," to not use any violating facilities, to report violations to the Department and the Regional U.S. EPA Office, and to comply with the inspection and other applicable requirements of:
 - (1) Section 306 of the Clean Air Act, as amended, 42 U.S.C. § 7606, and other applicable provisions of the Clean Air Act, as amended, 42 U.S.C. § 7401 through 7671q; and
 - (2) Section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and other applicable requirements of the Clean Water Act, as amended, 33 U.S.C. § 1251 through 1377.

- n. National Intelligent Transportation Systems Architecture and Standards. To the extent applicable, the Grantee agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 Fed. Reg. 1455 et seq., January 8, 2001, and any subsequent further implementing directives, except to the extent FTA or the Department determines otherwise in writing.
- o. Rolling Stock. In acquiring rolling stock, the Grantee agrees as follows:
- (1) Method of Acquisition. The Department's Public Transportation Division, through the North Carolina Department of Administration, Purchase and Contract Division, awards vehicle contracts for its grant recipients to purchase public transit vehicles. These vehicle contracts comply with FTA and State requirements. The Grantee will utilize these vehicle contracts to purchase public transit vehicles included in the Approved Budget for this Project. For public transit vehicles not included in these contracts, the Grantee shall conduct a competitive procurement process in accordance with this Agreement.
 - (2) Multi-year Options. In accordance with 49 U.S.C. § 5325(e)(1), the Grantee may not enter into a multi-year contract with options, exceeding five (5) years after the date of the original contract, to purchase additional rolling stock and replacement parts.
 - (3) Pre-Award and Post-Delivery Requirements. The Grantee agrees to comply with the requirements of 49 U.S.C. § 5323(m) and FTA regulations, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 C.F.R. Part 663 and, when promulgated, any amendments to those regulations. The Grantee understands and agrees that to the extent the provisions of 49 U.S.C. § 5323(m), as amended by the FAST Act, MAP-21 or SAFETEA-LU conflict with FTA's implementing regulations, as currently promulgated, the provisions of 49 U.S.C. § 5323(m), as amended, prevail.
 - (4) Bus Testing. To the extent applicable, the Grantee agrees to comply with the requirements of 49 U.S.C. § 5318(e) and FTA regulations, "Bus Testing," 49 C.F.R. Part 665, and any amendments to those regulations that may be promulgated.
- p. Bonding. For construction projects, the Grantee agrees to provide bid guarantee bond (5% of bid price) and performance and payment bonds (100% of contract price) and comply with any other construction bonding provisions as the Department may determine.
- q. Architectural, Engineering, Design, or Related Services. For all architectural, engineering, design, or related services the Grantee shall use qualifications-based competitive proposal [Request for Qualifications (RFQ) in accordance with the Brooks Act] procedures. The Grantee shall follow applicable statutes, N.C.G.S. 143-64.31-34, and requirements set forth in FTA Circular 4220.1F as amended, to retain a qualified, registered architect or professional engineer:
- (1) The Grantee agrees to comply with qualifications-based competitive proposal procedures, which require:
 - (a) An offeror's qualifications be evaluated;
 - (b) Good faith effort to use minority-owned businesses;
 - (c) Price be excluded as an evaluation factor;
 - (d) Negotiations be conducted with only the most qualified offeror; and
 - (e) Failing agreement on price, negotiations with the next most qualified offeror be conducted until a contract award can be made to the most qualified offeror whose price is fair and reasonable.
 - (2) Geographic location may be a selection criterion in procurements for architectural and engineering (A&E) services provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.
 - (3) The Grantee acknowledges and agrees that qualifications-based competitive proposal procedures can only be used for procurement of the following services:
 - (a) Program management;
 - (b) Construction management;
 - (c) Feasibility studies; and
 - (d) Preliminary engineering, design, architectural, engineering, surveying, mapping, and related services.

- (4) The Grantee also agrees to:
 - (a) Include applicable Federal requirements and certifications in the solicitation;
 - (b) Submit procurement documents to the Department for its review and approval prior to the award of any contract for A&E services for the Project; and
 - (c) Maintain written documentation to support each step of the procurement process.
- r. Design-Bid-Build Projects. The Design-Bid-Build method of construction is where there are separate contracts and procurement processes for the design and construction. Typically the designer coordinates the numerous prime Grantees that are involved in the construction process. The Grantee may use design-bid-build procurements to implement its projects after it has complied with applicable Federal and State requirements and obtains approval from the Department prior to solicitation and award of the contract.
- s. Design-Build Projects. The Design-Build method of construction is where a single Grantee is given responsibility for both design and construction, thus eliminating an intermediate procurement step with possible time saving, and more effective coordination and opportunities for cost savings. Currently, this procurement method is not an allowable method of procurement by the State of North Carolina. The Grantee may request to use the design-build method as an "alternate" method. Submission of justification must be presented to the State Building Commission for a 2/3-majority vote of approval. One of the drawbacks of design-build is that the owner does not have an independent source (the A/E in traditional construction) overseeing design implementation and verifying conformance with the drawings and specifications.
- t. Competitive Proposal/Request for Proposal (RFP). The competitive proposal/ request for proposal (RFP) method of procurement is normally conducted with more than one source submitting an offer, i.e., proposal. Either a fixed price or cost reimbursement type contract is awarded. This method of procurement is generally used when conditions are not appropriate for the use of sealed bids. The Grantee acknowledges that certain restrictions apply under North Carolina law for use of the RFP method and these restrictions and exceptions are discussed below.
 - (1) The Grantee agrees that the RFP Method may not be used in lieu of an invitation for bids (IFB) for:
 - (a) Construction/repair work; or
 - (b) Purchase of apparatus, supplies, materials or equipment. See Subsection 14t(2), of this Agreement, regarding information technology goods as services.
 - (2) The Grantee agrees that the RFP method of solicitation may be used (in addition to or instead of any other procedure available under North Carolina law) for the procurement of information technology goods and services [as defined in N.C.G.S. 147-33.81(2)]. This applies to electronic data processing goods and services, telecommunications goods and services, security goods and services, microprocessors, software, information processing, office systems, any services related to the foregoing, and consulting or other services for design or redesign of information technology supporting business processes. The Grantee will comply with the following minimum requirements [N.C.G.S. 143-129.8]:
 - (a) Notice of the request for proposals shall be given in accordance with N.C.G.S. 143-129(b).
 - (b) Contracts shall be awarded to the person or entity that submits the best overall proposal as determined by the awarding authority. Factors to be considered in awarding contracts shall be identified in the request for proposals.
 - (c) The Grantee may use procurement methods set forth in N.C.G.S. 143-135.9 in developing and evaluating requests for proposals.
 - (d) The Grantee may negotiate with any proposer in order to obtain a final contract that best meets the needs of the Grantee.
 - (e) Any negotiations shall not alter the contract beyond the scope of the original request for proposals in a manner that deprives the proposers or potential proposers of a fair opportunity to compete for the contract; and would have resulted in the award of the contract to a different person or entity if the alterations had been included in the request for proposals.

- (f) Proposals submitted shall not be subject to public inspection until a contract is awarded.
- (3) The Grantee agrees that the RFP method, in accordance with FTA Circular 4220.1F as amended, under the guidelines of FTA "Best Practices Procurement Manual," should be used for procurements of professional services, such as consultants for planning activities and for transit system operations/management. The Grantee acknowledges that certain restrictions apply under North Carolina law for use of the RFP method and these restrictions and exceptions are discussed in Subsections 14t(1) and 14t(2) of this Agreement. For all architectural, engineering, design, or related services, the Grantee agrees that the qualifications-based competitive proposal process shall be used (see Subsection 14q, this Agreement).
- (4) When the RFP method is used for procurement of professional services, the Grantee agrees to abide by the following minimum requirements:
 - (a) Normally conducted with more than one source submitting an offer (proposal);
 - (b) Either fixed price or cost reimbursement type contract will be used;
 - (c) Generally used when conditions are not appropriate for use of sealed bids;
 - (d) Requests for proposals will be publicized;
 - (e) All evaluation factors will be identified along with their relative importance;
 - (f) Proposals will be solicited from an adequate number (3 is recommended) of qualified sources;
 - (g) A standard method must be in place for conducting technical evaluations of the proposals received and for selecting awardees;
 - (h) Awards will be made to the responsible firm whose proposal is most advantageous to the Grantee's program with price and other factors considered; and
 - (i) In determining which proposal is most advantageous, the Grantee may award to the proposer whose proposal offers the greatest business value (best value) to the agency. "Best value" is based on determination of which proposal offers the best tradeoff between price and performance, where quality is considered an integral performance factor.
- u. Award to Other than the Lowest Bidder. In accordance with Federal and State statutes, a third party contract may be awarded to other than the lowest bidder, if the award furthers an objective (such as improved long-term operating efficiency and lower long-term costs). When specified in bidding documents, factors such as discounts, transportation costs, and life cycle costs will be considered in determining which bid is lowest. Prior to the award of any contract equal to or greater than \$3,500 (\$2,000 for construction-related projects) to other than apparent lowest bidder, the Grantee shall submit its recommendation along with basis/reason for selection to the Department for pre-award approval.
- v. Award to Responsible Grantees. The Grantee agrees to award third party contracts only to responsible Grantees who possess potential ability to successfully perform under the terms and conditions of the proposed procurement according to N.C.G.S.143-129. Consideration will be given to such matters as Grantee integrity, compliance with public policy, record of past performance, and financial and technical resources. Contracts will not be awarded to parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities in accordance with the Federal debarment and suspension rule, 49 C.F.R. 29. For procurements over \$25,000, the Grantee shall comply, and assure the compliance of each third party Grantee and subrecipient at any tier, with the debarment and suspension rule. FTA and the Department recommend that Grantees use a certification form for projects over \$25,000, which are funded in part with Federal funds. A sample certification form can be obtained from the Department. The Grantee also agrees to check a potential Grantee's debarment/suspension status at the Federal website: <https://www.dol.gov/ofccp/regs/compliance/preaward/debarlst.htm> and the State website: <https://ncadmin.nc.gov/government-agencies/procurement/contracts/debarred-vendors>.

- w. Procurement Notification Requirements. With respect to any procurement for goods and services (including construction services) having an aggregate value of \$500,000 or more (in Federal funds), the Grantee agrees to:
 - (1) Specify the amount of Federal and State funds that will be used to finance the acquisition in any announcement of the contract award for such goods or services; and
 - (2) Express the said amount as a percentage of the total costs of the planned acquisition.
- x. Contract Administration System. The Grantee shall maintain a contract administration system that ensures that Grantees/SubGrantees perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- y. Access to Third Party Contract Records. The Grantee agrees, and agrees to require its third party Grantees and third party SubGrantees, at as many tiers of the Project as required, to provide to the Federal and State awarding agencies or their duly authorized representatives, access to all third party contract records to the extent required by 49 U.S.C. § 5325(g), and retain such documents for at least five (5) years after project completion.

Section 15. Leases.

- a. Capital Leases. To the extent applicable, the Grantee agrees to comply with FTA regulations, "Capital Leases," 49 C.F.R. Part 639, and any revision thereto.
- b. Leases Involving Certificates of Participation. The Grantee agrees to obtain the Department's concurrence before entering into any leasing arrangement involving the issuance of certificates of participation in connection with the acquisition of any capital asset.
- c. Lease vs. Purchase. The Grantee agrees to obtain the Department's concurrence and a cost analysis will be presented to evaluate the terms and conditions prior to entering into any lease agreement.

Section 16. Hold Harmless. Except as prohibited or otherwise limited by State law or except to the extent that FTA or the Department determines otherwise in writing, upon request by the Federal or State Government, the Grantee agrees to indemnify, save, and hold harmless the Federal and State Government and its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Grantee of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Project. The Grantee shall not be required to indemnify the Federal or State Government for any such liability caused by the wrongful acts of Federal or State employees or agents.

Section 17. Use of Real Property, Equipment, and Supplies. The Grantee understands and agrees that the Federal/State Government retains a Federal/State interest in any real property, equipment, and supplies financed with Federal/State assistance (Project property) until, and to the extent, that the Federal/State Government relinquishes its Federal/State interest in that Project property. With respect to any Project property financed with Federal/State assistance under this Agreement, the Grantee agrees to comply with the following provisions, except to the extent FTA or the Department determines otherwise in writing:

- a. Use of Project Property. The Grantee agrees to maintain continuing control of the use of Project property to the extent satisfactory to FTA. The Grantee agrees to use Project property for appropriate Project purposes (which may include joint development purposes that generate program income, both during and after the award period and used to support public transportation activities) for the duration of the useful life of that property, as required by FTA or the Department. Should the Grantee unreasonably delay or fail to use Project property during the useful life of that property, the Grantee agrees that it may be required to return the entire amount of the Federal and State assistance expended on that property. The Grantee further agrees to notify the Department immediately when any Project property is withdrawn from Project use or when any Project property is used in a manner substantially different from the representations the Grantee has made in its Application or in the Project Description for this Agreement for the Project. In turn, the Department shall be responsible for notifying FTA.

- b. General. The Grantee agrees to comply with the property management standards of 49 C.F.R. §§ 18.31 through 18.33, including any amendments thereto, and with other applicable Federal and State regulations and directives. Any exception to the requirements of 49 C.F.R. §§ 18.31 through 18.33 requires the express approval of the Federal Government in writing. The Grantee also consents to the Department's reimbursement requirements for premature dispositions of certain Project equipment, as set forth in Subsection 17i of this Agreement.
- c. Maintenance and Inspection of Vehicles, Facilities and Other Project Equipment. The Grantee shall maintain all project equipment at a high level of cleanliness, safety, and mechanical soundness in accordance with the minimum maintenance requirements recommended by the manufacturer. The Grantee shall register all vehicle maintenance activities in a Comprehensive Maintenance Record or an electronic version of same. The Department shall conduct frequent inspections to confirm proper maintenance pursuant to this Subsection 17c of this Agreement and the State Management Plan. The Grantee shall collect and submit to the Department at such time and in such manner as it may require information for the purpose of the Department's Public Transportation Management System (PTMS).
The Grantee shall maintain the facility, including any and all equipment installed into or added on to the facility as part of the Project, in good operating order and at a high level of cleanliness, safety and mechanical soundness in accordance with good facility maintenance and upkeep practices and in accordance with the minimum maintenance requirements recommended by the manufacturer for all equipment installed in or added to the facility as part of the Project. Such maintenance shall be in compliance with applicable Federal and state regulations or directives that may be issued, except to the extent that the Department determines otherwise in writing. The Department shall conduct inspections as it deems necessary to confirm proper maintenance on the part of the Grantee pursuant to this Subsection 17c of the Agreement and the State Management Plan. Such inspections may or may not be scheduled ahead of time, but will be conducted such that they shall not significantly interfere with the ongoing and necessary functions for which the Project was designed. The Grantee shall make every effort to accommodate such inspections by the Department in accordance with the Department's desired schedule for such inspections. The Grantee shall collect and submit to the Department at such time and in such manner as the Department may require information for the purpose of the Department's Public Transportation Management System (PTMS) and any and all other reports the Department deems necessary. The Grantee shall also maintain and make available to the Department upon its demand all documents, policies, procedures, purchase orders, bills of sale, internal work orders and similar items that demonstrate the Grantee's maintenance of the facility in good operating order and at a high level of cleanliness, safety and mechanical soundness.
- d. Records. The Grantee agrees to keep satisfactory records pertaining to the use of Project property, and submit to the Department upon request such information as may be required to assure compliance with this Subsection 17 of this Agreement.
- e. Incidental Use. The Grantee agrees that:
- (1) General. Any incidental use of Project property will not exceed that permitted under applicable Federal and State laws, regulations, and directives.
 - (2) Alternative Fueling Facilities. As authorized by 49 U.S.C. § 5323(p), any incidental use of its federally financed alternative fueling facilities and equipment by non-transit public entities and private entities will be permitted, only if the:
 - (a) Incidental use does not interfere with the Grantee's Project or public transportation operations;
 - (b) Grantee fully recaptures all costs related to the incidental use from the non-transit public entity or private entity;
 - (c) Grantee uses revenues received from the incidental use in excess of costs for planning, capital, and operating expenses that are incurred in providing public transportation; and;
 - (d) Private entities pay all applicable excise taxes on fuel.
- f. Title to Vehicles. The Certificate of Title to all vehicles purchased under the Approved Budget for this Project shall be in the name of the Grantee. The Department's Public Transportation Division

shall be recorded on the Certificate of Title as first lien-holder. In the event of project termination or breach of contract provisions, the Grantee shall, upon written notification by the Department, surrender Project equipment and/or transfer the Certificate(s) of Title for Project equipment to the Department or the Department's designee.

- g. Encumbrance of Project Property. The Grantee agrees to maintain satisfactory continuing control of Project property as follows:

- (1) Written Transactions. The Grantee agrees that it will not execute any transfer of title, lease, lien, pledge, mortgage, encumbrance, third party contract, subagreement, grant anticipation note, alienation, innovative finance arrangement (such as a cross border lease, leveraged lease, or otherwise), or any other obligation pertaining to Project property, that in any way would affect the continuing Federal and State interest in that Project property.
- (2) Oral Transactions. The Grantee agrees that it will not obligate itself in any manner to any third party with respect to Project property.
- (3) Other Actions. The Grantee agrees that it will not take any action adversely affecting the Federal and State interest in or impair the Grantee's continuing control of the use of Project property.

- h. Transfer of Project Property. The Grantee understands and agrees as follows:

- (1) Grantee Request. The Grantee may transfer any Project property financed with Federal assistance authorized under 49 U.S.C. chapter 53 to a local governmental authority to be used for any public purpose with no further obligation to the Federal Government, provided the transfer is approved by the Federal Transit Administrator and conforms with the requirements of 49 U.S.C. §§ 5334(h)(1) through 5334(h)(3).
- (2) Federal/State Government Direction. The Grantee agrees that the Federal or State Government may direct the disposition of, and even require the Grantee to transfer title to any Project property financed with Federal/State assistance under this Agreement.
- (3) Leasing Project Property to Another Party.
 - (a) General. Prior to entering into any third party contract for leasing Project property to another party, the Grantee agrees to obtain approval from the Department. If the Grantee leases any Project property to another party, the Grantee agrees to retain ownership of the leased Project property, and assure that the lessee will use the Project property appropriately, through a written lease between the Grantee and lessee. The Grantee agrees to use the standard lease agreement form provided by the Department and to provide a copy of the signed, executed lease agreement to the Department. In accordance with Subsection 5e of this Agreement, regardless of assignment of work to be completed under this Project or lease of Project assets to a third party, it is the Grantee's primary responsibility to comply with Federal and State requirements of this Agreement and assure the compliance of any third party Grantees.
 - (b) Lease of Vehicles. The lease of vehicles acquired with financial assistance authorized for 49 U.S.C. chapter 53 to any third party is contingent upon approval of the Department. It is allowable to lease vehicles to another Community Transportation System providing general public service in the State of North Carolina, upon approval of the Department. It is also allowable for vehicles to be leased to a third party operator or transportation management company that operates the transit service within a county/region under contract to the Grantee, upon approval of the Department. The Grantee agrees to use the vehicle lease agreement provided by the Department when vehicles are leased, even if on a short-term basis, to another Community Transportation System or a management company. The Grantee agrees to obtain written approval from the Department before the lease is executed and forward a copy of the signed, executed lease agreement to the Department. The Grantee, as a Community Transportation System, shall not lease vehicles to human service agencies, county agencies/government, community agencies or school systems. The Grantee agrees not to loan vehicle(s) to other agencies/individuals for short-term use, even during hours that the transportation system is not providing service, as the

vehicle(s) will generally be used to provide service that is "closed-door," i.e., not open to the general public.

- i. Disposition of Project Property. With prior Department approval, the Grantee may sell, transfer, or lease Project property and use the proceeds to reduce the gross project cost of other eligible capital public transportation projects to the extent permitted by 49 U.S.C. § 5334(h)(4). The Grantee also agrees that the Department shall determine "useful life" for all Project property and that the Grantee will use Project property continuously and appropriately throughout the useful life of that property. Upon the end of the period of useful life, the Grantee may dispose of Project property after notifying and receiving disposition instructions from the Department.
- (1) Project Property Whose Useful Life Has Expired. When the useful life of Project property has expired, the Grantee agrees to comply with the Department's disposition requirements.
 - (2) Project Property Prematurely Withdrawn from Use. For Project property withdrawn from appropriate use before its useful life has expired, the Grantee agrees as follows:
 - (a) Notification Requirement. The Grantee agrees to notify the Department immediately when any Project property is prematurely withdrawn from appropriate use, whether by planned withdrawal, misuse, or casualty loss.
 - (b) Calculating the Fair Market Value of Prematurely Withdrawn Project Property. The Grantee agrees that the Federal/State Government retains a Federal/State interest in the fair market value of Project property prematurely withdrawn from appropriate use. The amount of the Federal/State interest in the Project property shall be determined by the ratio of the Federal/State assistance awarded for the property to the actual cost of the property. The Grantee agrees that the fair market value of Project property prematurely withdrawn from use will be calculated as follows:
 1. Equipment and Supplies. The Grantee agrees that the fair market value of Project equipment and supplies shall be calculated by straight-line depreciation of that property, based on the useful life of the equipment or supplies as established by the Department. The fair market value of Project equipment and supplies shall be the value immediately before the occurrence prompting the withdrawal of the equipment or supplies from appropriate use. In the case of Project equipment or supplies lost or damaged by fire, casualty, or natural disaster, the fair market value shall be calculated on the basis of the condition of that equipment or supplies immediately before the fire, casualty, or natural disaster, or the amount of insurance coverage, whichever is greater.
 2. Real Property. The Grantee agrees that the fair market value of real property financed under the Project shall be determined by FTA either on the basis of competent appraisal based on an appropriate date approved by FTA, as provided by 49 C.F.R. Part 24, by straight line depreciation of improvements to real property coupled with the value of the land as determined by FTA on the basis of appraisal, or other Federal law or regulations that may be applicable.
 3. Exceptional Circumstances. The Grantee agrees that the Department may require the use of another method to determine the fair market value of Project property. In unusual circumstances, the Grantee may request that another reasonable valuation method be used including, but not limited to, accelerated depreciation, comparable sales, or established market values. In determining whether to approve such a request, the Department may consider any action taken, omission made, or unfortunate occurrence suffered by the Grantee with respect to the preservation of Project property withdrawn from appropriate use.
 - (c) Financial Obligations to the Federal/State Government. The Grantee agrees to remit to the Department the Federal and State interest in the fair market value of any Project property prematurely withdrawn from appropriate use. In turn, the Department shall be responsible to remit the Federal interest to the FTA. In the case of fire, casualty, or natural disaster, the Grantee may fulfill its obligations to remit the Federal and State interest by either:
 1. Investing an amount equal to the remaining Federal and State interest in like-

- kind property that is eligible for assistance within the scope of the Project that provided Federal/State assistance for the Project property prematurely withdrawn from use; or
2. Returning to the Department an amount equal to the remaining Federal and State interest in the withdrawn Project property.
- j. Insurance Proceeds. If the Grantee receives insurance proceeds as a result of damage or destruction to the Project property, the Grantee agrees to:
- (1) Apply those insurance proceeds to the cost of replacing the damaged or destroyed Project property taken out of service, or
 - (2) Return to the Department an amount equal to the remaining Federal and State interest in the damaged or destroyed Project property.
- k. Transportation - Hazardous Materials. The Grantee agrees to comply with applicable requirements of U.S. Pipeline and Hazardous Materials Safety Administration regulations, "Shippers - General Requirements for Shipments and Packaging," 49 C.F.R. Part 173, in connection with the transportation of any hazardous materials.
- l. Misused or Damaged Project Property. If any damage to Project property results from abuse or misuse occurring with the Grantee's knowledge and consent, the Grantee agrees to restore the Project property to its original condition or refund the value of the Federal and State interest in that property, as the Department may require.
- m. Responsibilities after Project Closeout. The Grantee agrees that Project closeout by the Department will not change the Grantee's Project property management responsibilities as stated in Section 14 of this Agreement, and as may be set forth in subsequent Federal and State laws, regulations, and directives, except to the extent the Department determines otherwise in writing.

Section 18. Insurance. The Grantee shall be responsible for protecting the state and/or federal financial interest in the facility construction/renovation and equipment purchased under this Agreement throughout the useful life. The Grantee shall provide, as frequently and in such manner as the Department may require, written documentation that the facility and equipment are insured against loss in an amount equal to or greater than the state and/or federal share of the real value of the facility or equipment. Failure of the Grantee to provide adequate insurance shall be considered a breach of contract and, after notification may result in termination of this Agreement. In addition, other insurance requirements may apply. The Grantee agrees as follows:

- a. Minimum Requirements. At a minimum, the Grantee agrees to comply with the insurance requirements normally imposed by North Carolina State and local laws, regulations, and ordinances, except to the extent that the Department determines otherwise in writing.
- b. Flood Hazards. To the extent applicable, the Grantee agrees to comply with the flood insurance purchase provisions of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. § 4012a(a), with respect to any Project activity involving construction or an acquisition having an insurable cost of \$10,000 or more.

Section 19. Relocation. When relocation of individuals or businesses is required, the Grantee agrees as follows:

- a. Relocation Protections. The Grantee agrees to comply with 49 U.S.C. § 5324(a), which requires compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. §§ 4601 et seq.; and U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 C.F.R. Part 24, which provide for fair and equitable treatment of persons displaced and persons whose property is acquired as a result of Federal and federally assisted programs. [See, new U.S. DOT final rule, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 C.F.R. Part 24, at 70 Fed. Reg. 590 et seq., January 4, 2005.] These requirements apply to relocation in connection with all interests in real property acquired for the Project regardless of Federal participation in the costs of that real property.
- b. Nondiscrimination in Housing. In carrying out its responsibilities to provide housing that may be required for compliance with Federal relocation requirements for individuals, the Grantee agrees

to comply with Title VIII of the Civil Rights Act of 1968, as amended, 42 U.S.C. §§ 3601 et seq., and with Executive Order No. 12892, "Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing," 42 U.S.C. § 3608 note.

- c. Prohibition Against Use of Lead-Based Paint. In undertaking construction or rehabilitation of residential structures on behalf of individuals affected by real property acquisition in connection with implementing the Project, the Grantee agrees that it will not use lead-based paint, consistent with the prohibitions of Section 401(b) of the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. § 4831(b), and the provisions of U.S. Housing and Urban Development regulations, "Lead-based Paint Poisoning in Certain Residential Structures."

Section 20. Real Property. For real property acquired with Federal assistance, the Grantee agrees as follows:

- a. Land Acquisition. The Grantee agrees to comply with 49 U.S.C. § 5324(a), which requires compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. §§ 4601 et seq.; and with U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 C.F.R. Part 24. [See, new U.S. DOT final rule, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 C.F.R. Part 24, 70 Fed. Reg. 590 et seq., January 4, 2005.] These requirements apply to all interests in real property acquired for Project purposes regardless of Federal participation in the cost of that real property.
- b. Covenant Assuring Nondiscrimination. The Grantee agrees to include a covenant in the title of the real property acquired for the Project to assure nondiscrimination during the useful life of the Project.
- c. Recording Title to Real Property. To the extent required by FTA and the Department, the Grantee agrees to record the Federal and/or State's interest in title to real property used in connection with the Project and/or execute at the request of the Department any instrument or documents evidencing or related to the State's interest in the Project's property.
 - (1) As a condition of its participation in a Facility Project, the Department will retain a secured interest in the Project for the estimated life of the Project, expected to be forty (40) years, following completion of the Project; or the prorated share of the original investment or current fair market value (the higher value of the two); whichever comes first.
- e. Department Approval of Changes in Real Property Ownership. The Grantee agrees that it will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities used in the Project without prior written permission and instructions from the Department.
- e. Disposal of Real Property.
 - (1) If useful life is not attained, upon the sale or disposition of any Project facility, the Department shall be entitled to a refund of the original state and/or federal investment or the state and/or federal prorated share of the current fair market value of the project facility, whichever is greater.
 - (2) For the purpose of this Agreement, the term "any sale or disposition of the Project facility" shall mean any sale or disposition of the facility for a use not consistent with purposes for which the state and/or federal share was originally granted pursuant to the Project Agreement, or for a use consistent with such purposes wherein the transferee in the sale or disposition does not enter into an assignment and assumption agreement with the Grantee with respect to the Grantee's obligation under this Agreement or the Grant Agreement, so that the transferee becomes obligated as if the transferee had been the original party.

Section 21. Construction. Except to the extent the Department determines otherwise in writing, the Grantee agrees as follows:

- a. Drafting, Review, and Approval of Construction Plans and Specifications. The Grantee agrees to submit drawings, designs, and/or description of work for construction, renovation, or facility improvement projects, including the purchase or construction of bus shelters to the Department for its review and approval prior to solicitation.

- b. MBE/WBE/DBE Participation. The Grantee agrees to record and report Minority-owned Business good faith efforts in accordance with N.C.G.S. 143-128.2(f).
- c. Supervision of Construction. The Grantee agrees to provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms to the approved plans and specifications.
- d. Construction Reports. The Grantee agrees to provide progress reports and other data and information as may be required by the Department.
- e. Project Management for Major Capital Projects. To the extent applicable, the Grantee agrees to comply with FTA regulations, "Project Management Oversight," 49 C.F.R. Part 633, and any subsequent Project Management Oversight regulations FTA may issue.
- f. Seismic Safety. The Grantee agrees to comply with the Earthquake Hazards Reduction Act of 1977, as amended, 42 U.S.C. §§ 7701 et seq., with Executive Order No. 12699, "Seismic Safety of Federal and Federally-Assisted or Regulated New Building Construction," 42 U.S.C. § 7704 note, and with U.S. DOT regulations, "Seismic Safety," 49 C.F.R. Part 41, specifically, 49 C.F.R. § 41.117.

Section 22. Employee Protections.

- a. Construction Activities. The Grantee agrees to comply, and assures the compliance of each third party Grantee and each subrecipient at any tier of the Project, with the following laws and regulations providing protections for construction employees:
 - (1) Davis-Bacon Act, as amended, 49 U.S.C. § 5333(a), which requires compliance with the Davis-Bacon Act, 40 U.S.C. §§ 3141 et seq., and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5;
 - (2) Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 et seq., specifically, the wage and hour requirements of Section 102 of that Act at 40 U.S.C. § 3702, and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5; and the safety requirements of Section 107 of that Act at 40 U.S.C. § 3704, and implementing U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926; and
 - (3) Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. § 874 and 40 U.S.C. Section 3145 and implementing U.S. DOL regulations, "Grantees and SubGrantees on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States," 29 C.F.R. Part 3.
- b. Activities Not Involving Construction. The Grantee agrees to comply, and assures the compliance of each third party Grantee and each subrecipient at any tier of the Project, with the employee protection requirements for nonconstruction employees of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 et seq., in particular the wage and hour requirements of Section 102 of that Act at 40 U.S.C. § 3702, and with U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.
- c. Activities Involving Commerce. The Grantee agrees that the provisions of the Fair Labor Standards Act, 29 U.S.C. §§ 201 et seq., apply to employees performing Project work involving commerce.
- d. Public Transportation Employee Protective Arrangements 49 U.S.C. chapter 53. The Grantee agrees to comply with the terms and conditions of the Special Warranty for the Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, U.S. DOL implementing procedures, and any revisions thereto.

Section 23. Environmental Protections. The Grantee recognizes that many Federal and State laws imposing environmental and resource conservation requirements may apply to the Project. Some, but

not all, of the major Federal laws that may affect the Project include: the National Environmental Policy Act of 1969 (NEPA), as amended, 42 U.S.C. §§ 4321 through 4335; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q and scattered sections of Title 29, United States Code; the Clean Water Act, as amended, 33 U.S.C. §§ 1251 through 1377; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 through 6992k; the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 through 9675, as well as environmental provisions within Title 23, United States Code, and 49 U.S.C. chapter 53. The Grantee also recognizes that U.S. EPA, FHWA and other Federal agencies have issued, and in the future are expected to issue, Federal regulations and directives that may affect the Project. Thus, the Grantee agrees to comply, and assures the compliance of each third party Grantee, with any applicable Federal laws, regulations and directives as the Federal Government are in effect now or become effective in the future, except to the extent the Federal Government determines otherwise in writing. Listed below are environmental provisions of particular concern to FTA and the Department. The Grantee understands and agrees that those laws, regulations, and directives may not constitute the Grantee's entire obligation to meet all Federal environmental and resource conservation requirements.

- a. National Environmental Policy. Federal assistance is contingent upon the Grantee's facilitating FTA's compliance with all applicable requirements and implementing regulations of the National Environmental Policy Act of 1969, as amended, (NEPA) 42 U.S.C. §§ 4321 through 4335 (as restricted by 42 U.S.C. § 5159, if applicable); Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 U.S.C. § 4321 note; FTA statutory requirements at 49 U.S.C. § 5324(b); U.S. Council on Environmental Quality regulations pertaining to compliance with NEPA, 40 C.F.R. Parts 1500 through 1508; and joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622, and subsequent Federal environmental protection regulations that may be promulgated.

The Recipient agrees to comply with the applicable provisions of 23 U.S.C. Section 139 pertaining to environmental procedures, and 23 U.S.C. Section 326, pertaining to State responsibility for categorical exclusions, in accordance with the provisions of joint FHWA/FTA final guidance, "SAFETA-LU Environmental Review Process (Public Law 109-59)," 71 Fed. Reg. 66576 et seq., November 15, 2006 and any applicable Federal directives that may be issued at a later date, except to the extent that FTA determines otherwise in writing.

- b. Air Quality. Except to the extent the Federal Government determines otherwise in writing, the Grantee agrees to comply with all applicable Federal laws, regulations, and directives implementing the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q, and:
 - (1) The Grantee agrees to comply with the applicable requirements of Section 176(c) of the Clean Air Act, 42 U.S.C. § 7506(c), consistent with the joint FHWA/FTA document, "Interim Guidance for Implementing Key SAFETEA-LU Provisions on Planning, Environment, and Air Quality for Joint FHWA/FTA Authorities," dated September 2, 2005, and any subsequent applicable Federal directives that may be issued; with U.S. EPA regulations, "Conformity to State or Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93, and any subsequent Federal conformity regulations that may be promulgated. To support the requisite air quality conformity finding for the Project, the Grantee agrees to implement each air quality mitigation or control measure incorporated in the Project. The Grantee further agrees that any Project identified in an applicable State Implementation Plan (SIP) as a Transportation Control Measure will be wholly consistent with the design concept and scope of the Project described in the SIP.
 - (2) U.S. EPA also imposes requirements implementing the Clean Air Act, as amended, which may apply to public transportation operators, particularly operators of large public transportation bus fleets. Accordingly, the Grantee agrees to comply with the following U.S. EPA regulations to the extent they apply to the Project: "Control of Air Pollution from Mobile Sources," 40 C.F.R. Part 85; "Control of Air Pollution from New and In-Use Motor Vehicles

and New and In-Use Motor Vehicle Engines," 40 C.F.R. Part 86; and "Fuel Economy of Motor Vehicles," 40 C.F.R. Part 600.

- (3) The Grantee agrees to comply with notice of violating facility provisions of Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. § 7606 note.
- c. Clean Water. Except to the extent the Federal Government determines otherwise in writing, the Grantee agrees to comply with all applicable Federal regulations and directives issued pursuant to the Clean Water Act, as amended, 33 U.S.C. §§ 1251 through 1377. In addition:
 - (1) The Grantee agrees to protect underground sources of drinking water consistent with the provisions of the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §§ 300f through 300j-6.
 - (2) The Grantee agrees to comply with notice of violating facility provisions of Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. § 7606 note.
- d. Use of Public Lands. The Grantee agrees that in implementing its Project, it will not use any publicly owned land from a park, recreation area, or wildlife or waterfowl refuge of national, State, or local significance as determined by the Federal, State, or local officials having jurisdiction thereof, and it will not use any land from a historic site of national, state, or local significance, unless the Federal Government makes the findings required by 49 U.S.C. §§ 303(b) and 303(c). The Grantee also agrees to comply with joint FHWA/FTA regulations, "Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites," 23 C.F.R. Parts 771 and 774, and 49 C.F.R. Part 622, when promulgated.
- e. Wild and Scenic Rivers. The Grantee agrees to comply with applicable provisions of the Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. §§ 1271 through 1287, relating to protecting components of the national wild and scenic rivers system; and to the extent applicable, to comply with U.S. Forest Service regulations, "Wild and Scenic Rivers," 36 C.F.R. Part 297, and with U.S. Bureau of Land Management regulations, "Management Areas," 43 C.F.R. Part 8350.
- f. Coastal Zone Management. The Grantee agrees to assure Project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. §§ 1451 through 1465.
- g. Wetlands. The Grantee agrees to facilitate compliance with the protections for wetlands in accordance with Executive Order No. 11990, as amended, "Protection of Wetlands," at 42 U.S.C. § 4321 note.
- h. Floodplains. The Grantee agrees to comply with the flood hazards protections in floodplains in accordance with Executive Order No. 11988, as amended, "Floodplain Management," 42 U.S.C. § 4321 note.
- i. Endangered Species and Fisheries Conservation. The Grantee agrees to comply with protections for endangered species set forth in the Endangered Species Act of 1973, as amended, 16 U.S.C. §§ 1531 through 1544, and the Magnuson Stevens Fisheries Conservation Act, as amended, 16 U.S.C. §§ 1801 et seq.
- j. Historic Preservation. The Grantee agrees to encourage compliance with the Federal historic and archaeological preservation requirements of Section 106 of the National Historic Preservation Act, as amended, 16 U.S.C. § 470f; with Executive Order No. 11593, "Protection and Enhancement of the Cultural Environment," 16 U.S.C. § 470 note; and with the Archaeological and Historic Preservation Act of 1974, as amended, 16 U.S.C. §§ 469a through 469c, as follows:
 - (1) In accordance with U.S. Advisory Council on Historic Preservation regulations, "Protection of Historic and Cultural Properties," 36 C.F.R. Part 800, the Grantee agrees to consult with the State Historic Preservation Officer concerning investigations to identify properties and resources included in or eligible for inclusion in the National Register of Historic Places that may be affected by the Project, and agrees to notify FTA of those properties that are affected.
 - (2) The Grantee agrees to comply with all applicable Federal regulations and directives to avoid or mitigate adverse effects on those historic properties, except to the extent the Federal Government determines otherwise in writing.

- k. Indian Sacred Sites. The Grantee agrees to facilitate compliance with the preservation of places and objects of religious importance to American Indians, Eskimos, Aleuts, and Native Hawaiians, in compliance with the American Indian Religious Freedom Act, 42 U.S.C. § 1996, and with Executive Order No. 13007, "Indian Sacred Sites," 42 U.S.C. § 1996 note, except to the extent the Federal Government determines otherwise in writing.
- l. Mitigation of Adverse Environmental Effects. Should the proposed Project cause or result in adverse environmental effects, the Grantee agrees to take all reasonable measures to minimize the impact of those adverse effects, as required by 49 U.S.C. § 5324(b), and other applicable Federal laws and regulations, including 23 C.F.R. Part 771 and 49 C.F.R. Part 622. The Grantee agrees to comply with all environmental mitigation measures that may be identified as commitments in applicable environmental documents, (i.e., environmental assessments, environmental impact statements, memoranda of agreement, and other documents as required by 49 U.S.C. § 303) and agrees to comply with any conditions the Federal Government might impose in a finding of no significant impact or record of decision. The Grantee agrees that those environmental mitigation measures are incorporated by reference and made part of this Agreement for the Project. The Grantee also agrees that any deferred mitigation measures will be incorporated by reference and made part of this Agreement for the Project as soon as agreement with the Federal Government is reached. The Grantee agrees that those mitigation measures agreed upon may not be modified or withdrawn without the express written approval of the Federal Government.

Section 24. Energy Conservation. The Grantee agrees to comply with the North Carolina Energy Policy Act of 1975 (N.C.G.S. 113B) issued in accordance with the Energy Policy and Conservation Act, as amended, 42 U.S.C. §§ 6321 et seq., except to the extent that the Department determines otherwise in writing. To the extent applicable, the Grantee agrees to perform an energy assessment for any building constructed, reconstructed, or modified with FTA assistance, as provided in FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. Part 622, Subpart C.

Section 25. Charter Service Operations.

The Grantee acknowledges that Federal and State requirements prohibit the use of vehicles, facilities and equipment funded by Federal or State grant programs for the provision of charter services unless it is determined that there are no willing and able charter operators in the service area. Federal law does not provide exceptions to these regulations for vehicles that are loaned or leased to other agencies or entities.

The Grantee agrees that neither it nor any public transportation operator performing work in connection with a Project financed under 49 U.S.C. chapter 53 will engage in charter service operations, except as authorized by 49 U.S.C. § 5323(d) and FTA regulations, "Charter Service," 49 C.F.R. Part 604, and any subsequent Charter Service regulations or FTA directives that may be issued, except to the extent that FTA determines otherwise in writing. Any charter service agreement required by FTA regulations is incorporated by reference and made part of this Agreement for the Project. The Grantee understands and agrees that in addition to any remedy specified in the charter service agreement, if a pattern of violations of that agreement is found, the violator will be barred from receiving Federal transit assistance in an amount to be determined by FTA or U.S. DOT.

Section 26. School Transportation Operations. The Grantee agrees that neither it nor any public transportation operator performing work in connection with a Project financed under 49 U.S.C. chapter 53 will engage in school transportation operations for the transportation of students or school personnel exclusively in competition with private school transportation operators, except as authorized by 49 U.S.C. §§ 5323(f) or (g), as applicable, and FTA regulations, "School Bus Operations," 49 C.F.R. Part 605, and any subsequent School Transportation Operations regulations or FTA directives that may be issued. Any school transportation operations agreement required by FTA regulations is incorporated by reference and made part of this Agreement for the Project. The Grantee understands and agrees that if it or an operator violates that school transportation operations agreement the violator will be barred from receiving Federal transit assistance in an amount to be determined by FTA or U.S. DOT.

Section 27. Geographic Information and Related Spatial Data. In accordance with U.S. OMB Circular A-16, "Coordination of Geographic Information and Related Spatial Data Activities," August 19, 2002, the Grantee agrees to implement its Project so that any activities involving spatial data and geographic information systems activities financed directly or indirectly, in whole or in part, by Federal assistance, consistent with the National Spatial Data infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

Section 28. Motor Carrier Safety. To the extent applicable, the Grantee agrees to comply with, and assures the compliance of its subrecipients, lessees, and third party Grantees with, applicable provisions of the following regulations promulgated by the U.S. Federal Motor Carrier Safety Administration (U.S. FMCSA):

- a. **Financial Responsibility.** The Grantee agrees as follows:
 - (1) To the extent that the Grantee is engaged in interstate commerce and not within a defined commercial zone, the Grantee agrees to comply with U.S. FMCSA regulations, "Minimum Levels of Financial Responsibility for Motor Carriers," 49 U.S.C. Part 387, dealing with economic registration and insurance requirements. For recipients of Federal assistance under 49 U.S.C. §§ 5307, 5310, or 5311, 49 C.F.R. Part 387 is modified by 49 U.S.C. § 31138(e)(4) which reduces the amount of insurance required of such recipients to the highest amount of any state in which the transit provider operates.
 - (2) To the extent that the Grantee is engaged in interstate commerce and not within a defined commercial zone and is not a unit of government (defined as Federal Government, a state, any political subdivision of a state or any agency established under a compact between states), the Grantee agrees to comply with U.S. FMCSA regulations, Subpart B, "Federal Motor Carrier Safety Regulations," at 49 C.F.R. Parts 390 through 396.
- b. **Driver Qualifications.** The Grantee agrees to comply with U.S. FMCSA's regulations, "Commercial Driver's License Standards, Requirements, and Penalties," 49 C.F.R. Part 383.
- c. **Substance Abuse Rules for Motor Carriers.** The Grantee agrees to comply with U.S. FMCSA's regulations, "Drug and Alcohol Use and Testing Requirements," 49 C.F.R. Part 382, which apply to transit providers that operate a commercial motor vehicle that has a gross weight rating over 26,000 pounds or is designed to transport sixteen (16) or more passengers, including the driver.

Section 29. Substance Abuse. To the extent applicable, the Grantee agrees to comply with the following Federal substance abuse regulations:

- a. **Drug-Free Workplace.** U.S. OMB Guidance, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)," 2 C.F. R. Part 182, U.S. DOT regulations, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance), 49 C.F.R. Part 32, that implement the Drug-Free Workplace Act of 1988, 41 U.S.C. §§ 701 et seq.
- b. **Alcohol Misuse and Prohibited Drug Use.** FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 C.F.R. Part 655, that implement 49 U.S.C. § 5331.

Section 30. Seat Belt Use. In accordance with Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U. S. C. § 402 note, the Grantee is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned, rented, or personally operated vehicles, and to include this provision in any third party contracts, third party subcontracts, or subagreements involving the Project.

Section 31. Text Messaging While Driving. In accordance with Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C.A. § 402 note, and DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, the Grantee is encouraged to comply with the term of the following Special Provision.

- a. **Definitions.** As used in this Special Provision:
 - (1) "Driving" means operating a motor vehicle on a roadway, including while temporarily

stationary because of traffic, a traffic light, stop sign, or otherwise. "Driving does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

- (2) "Text Messaging" means reading from or entering data into any handheld or other electric device, including the purpose of short message service texting, e-mailing, instant messaging, obtaining navigating information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.
- b. Safety. The Grantee is encouraged to:
- (1) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving:
 - (a) Grantee-owned or Grantee-rented vehicles or Government-owned, leased or rented vehicles;
 - (b) Privately-owned vehicles when on official Project related business or when performing any work for or on behalf of the Project; or
 - (c) Any vehicle, on or off duty, and using an employer supplied electronic device.
 - (2) Conduct workplace safety initiatives in a manner commensurate with the Grantee's size, such as:
 - (a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - (b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
 - (3) Include this Special Provision in its subagreements with its subrecipients and third party contracts and also encourage its subrecipients, lessees, and third party Grantees to comply with the terms of this Special Provision, and include this Special Condition in each subagreement, lease, and third party contract at each tier financed with Federal assistance provided by the Federal Government.

Section 32. Protection of Sensitive Security Information. To the extent applicable, the Grantee agrees to comply with 49 U.S.C. § 40119(b) and implementing U.S. DOT regulations, "Protection of Sensitive Security Information," 49 C.F.R. Part 15, and with 49 U.S.C. § 114(s) and implementing U.S. Department of Homeland Security, Transportation Security Administration regulations, "Protection of Sensitive Security Information," 49 C.F.R. Part 1520.

Section 33. Disputes, Breaches, Defaults, or Other Litigation. The Grantee agrees that FTA and the Department have a vested interest in the settlement of any dispute, breach, default, or litigation involving the Project. Accordingly:

- a. Notification to the Department. The Grantee agrees to notify the Department in writing of any current or prospective major dispute, breach, default, or litigation that may affect the Federal/State Government's interests in the Project or the Federal/State Government's administration or enforcement of Federal/State laws or regulations. If the Grantee seeks to name the Federal/State Government as a party to litigation for any reason, in any forum, the Grantee agrees to inform the Department in writing before doing so. In turn, the Department shall be responsible for notifying FTA.
- b. Federal/State Interest in Recovery. The Federal/State Government retains the right to a proportionate share, based on the percentage of the Federal/State share awarded for the Project, of proceeds derived from any third party recovery, except that the Grantee may return any liquidated damages recovered to its Project Account in lieu of returning the Federal/State share to the Department.
- c. Enforcement. The Grantee agrees to pursue all legal rights provided within any third party contract.
- d. FTA and Department Concurrence. The FTA and the Department reserve the right to concur in any compromise or settlement of any claim involving the Project and the Grantee.
- e. Alternative Dispute Resolution. The Department encourages the Grantee to use alternative dispute resolution procedures, as may be appropriate.

Section 34. Amendments/Revisions to the Project. The Grantee agrees that a change in Project circumstances causing an inconsistency with the terms of this Agreement for the Project will require an amendment or revision to this Agreement for the Project signed by the original signatories or their authorized designees or successors. The Grantee agrees that a change in the fundamental information submitted in its Application will also require an Amendment to its Application or this Agreement for the Project. The Grantee agrees that the project will not incur any costs associated with the amendment or revision before receiving notification of approval from the division. The Grantee agrees that any requests for amendments and or revisions will be submitted in accordance with the policies and procedures established by FTA and the Department.

Section 35. Information Obtained Through Internet Links. This Agreement may include electronic links/Web site addresses to Federal/State laws, regulations, and directives as well as other information. The Department does not guarantee the accuracy of information accessed through such links. Accordingly, the Grantee agrees that information obtained through any electronic link within this Agreement does not represent an official version of a Federal/State law, regulation, or directive, and might be inaccurate. Thus, information obtained through such links is neither incorporated by reference nor made part of this Agreement. The Federal Register and the Code of Federal Regulations are the official sources for regulatory information pertaining to the Federal Government.

Section 36. Severability. If any provision of the FTA Master Agreement or this Agreement for the Project is determined invalid, the remainder of that Agreement shall not be affected if that remainder would continue to conform to the requirements of applicable Federal/State laws or regulations.

Section 37. Termination of Agreement.

- a. **The Department of Transportation.** In the event of the Grantee's noncompliance with any of the provisions of this Agreement, the Department may suspend or terminate the Agreement by giving the Grantee thirty (30) days advance notice. Any failure to make reasonable progress on the Project or violation of this Agreement for the Project that endangers substantial performance of the Project shall provide sufficient grounds for the Department to terminate the Agreement for the Project. In general, termination of Federal and State assistance for the Project will not invalidate obligations properly incurred by the Grantee before the termination date to the extent those obligations cannot be canceled. If, however, the Department determines that the Grantee has willfully misused Federal/State assistance by failing to make adequate progress, failing to make reasonable and appropriate use of Project property, or failing to comply with the terms of this Agreement for the Project, the Department reserves the right to require the Grantee to refund the entire amount of Federal and State assistance provided for the Project or any lesser amount as the Department may determine. Expiration of any Project time period established for the Project does not, by itself, constitute an expiration or termination of the Agreement for the Project. The Department, before issuing notice of Agreement termination, shall allow the Grantee a reasonable opportunity to correct for noncompliance. Upon noncompliance with the nondiscrimination section (Section 8) of this Agreement or with any of the said rules, regulations or orders, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Grantee may be declared ineligible for contracts in accordance with procedures authorized in Executive Orders No. 11246 and No. 11375, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law. In addition to the Department's rights of termination described above, the Department may terminate its participation in the Project by notifying and receiving the concurrence of the Grantee within sixty (60) days in advance of such termination.
- b. **The Grantee.** The Grantee may terminate its participation in the Project by notifying and receiving the concurrence of the Department sixty (60) days in advance of the termination.

Section 38. Contract Administrators. All notices permitted or required to be given by one Party to the other and all questions about this Agreement from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, postal address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, postal address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

For the Department:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name: MS MYRA FREEMAN Title: FINANCIAL MANAGER Agency: NCDOT/PTD MSC: 1550 MSC City/Zip: RALEIGH NC 27699-1550 Phone: 919-707-4672 Fax: 919-733-2304 Email: MSFREEMAN1@NCDOT.GOV	Name: MS MYRA FREEMAN Title: FINANCIAL MANAGER Agency: NCDOT/PTD Street: TRANSPORTATION BLDG Address: 1 S WILMINGTON ST RM 524 City: RALEIGH NC 27601

For the Grantee:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name: Angela W Wynes Title: Transit Manager Agency: City of High Point Postal: 716 W Martin Luther King Jr Dr Address: High Point, NC 27265 City/Zip: High Point, NC 27265 Phone: (336) 883-3062 Fax: (336) 822-7175 Email: angela.wynes@highpointnc.gov	Name: Angela W Wynes Title: Transit Manager Agency: City of High Point Street: 716 W Martin Luther King Jr Dr Address: High Point, NC 27265 City: High Point, NC 27265

Section 39. Federal Certification Regarding Lobbying. The Grantee certifies, by signing this Agreement, its compliance with Subsection 6d of this Agreement.

Section 40. Federal Certification Regarding Debarment. The Grantee certifies, by signing this Agreement, its compliance with Subsection 6b of this Agreement.

Section 41. Federal Certification Regarding Alcohol Misuse and Prohibited Drug Use. As required by FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," at 49 C.F.R. part 655, subpart I, the Grantee certifies, by signing this Agreement, that it has established and implemented an alcohol misuse and anti-drug program, and has complied with or will comply with all applicable requirements of FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 C.F.R. part 655, and Section 28 of this Agreement.

Section 42. Ethics Acknowledgement Policy on Gifts.

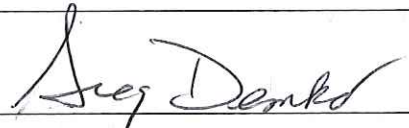
N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. The Grantee certifies, by signing this Agreement, its compliance with Subsection 6a of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the Department, an agency of the State of North Carolina, and the Grantee by and through a duly authorized representative, and is effective the date and year first above written.

CITY OF HIGH POINT

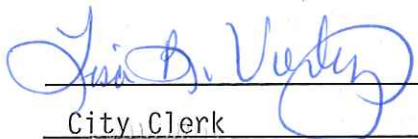
GRANTEE'S FEDERAL TAX ID NUMBER: 56-6000231

GRANTEE'S FISCAL YEAR END: JUNE 30, 2018

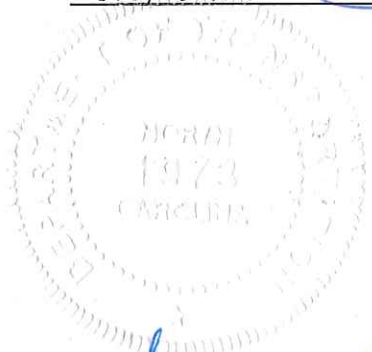
BY: 

TITLE: CITY MANAGER



ATTEST: 

TITLE: City Clerk



DEPARTMENT OF TRANSPORTATION

dgs BY: 

TITLE: DEPUTY SECRETARY FOR TRANSIT

ATTEST: 

TITLE: SECRETARY

Attachment

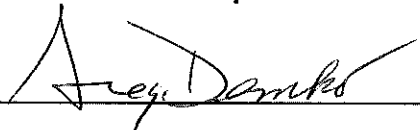
Certification Regarding Lobbying (for bids and/or awards)

The Grantee certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The Grantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Grantee's Authorized Representative:



Title: City Manager

RESOLUTION
AUTHORIZING THE CITY OF HIGH POINT
TO ENTER INTO AN AGREEMENT WITH
THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

A motion was made by **Council Member James Davis** and seconded by
Mayor Pro Tem Jay Wagner for adoption of
the following resolution, and upon being put to a vote was duly adopted.

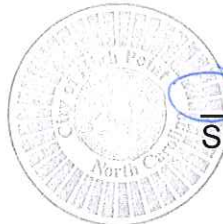
WHEREAS, the **City of High Point** has requested the North Carolina Department of Transportation to assist in the funding of **transportation services for the biennial Furniture Market**; and

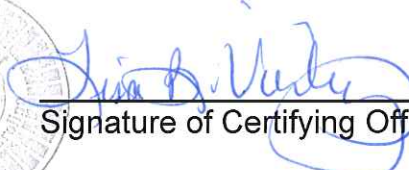
WHEREAS, the **North Carolina Department of Transportation** will provide **up to \$1,200,000** of the cost of the above described project;

NOW THEREFORE, BE IT RESOLVED that the **City Manager** is hereby authorized to enter into a contract with the Department of Transportation and execute all agreements and contracts with the North Carolina Department of Transportation, Public Transportation Division.

.....

I, **Lisa Vierling, City Clerk** do hereby certify that the above is a true and correct copy of an excerpt for the minutes of a meeting of the **High Point City Council** duly held on the **6th** day of **November 2017**.





Signature of Certifying Official

APPENDIX A

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION DIVISION
PROJECT NUMBER: 18-DG-025
APPROVED BUDGET SUMMARY
EFFECTIVE DATE 7/1/2017

PROJECT SPONSOR: CITY OF HIGHPOINT
PROJECT DESCRIPTION: FY2018 DEMONSTRATION GRANT PROGRAM

I. TOTAL PROJECT EXPENDITURES

DEPARTMENT - 4522 OPERATING - 36223.13.10.2 \$1,200,000
PERIOD OF PERFORMANCE JULY 01, 2017 - JUNE 30, 2018

II. TOTAL PROJECT FUNDING

		<u>TOTAL</u>	<u>FEDERAL</u>	<u>STATE</u>	<u>LOCAL</u>
4522-OPERATING	36223.13.10.2	100%	0%	100%	0%
AGREEMENT #		\$1,200,000	\$0	\$1,200,000	\$0
TOTAL		\$1,200,000	\$0	\$1,200,000	\$0

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION DIVISION
APPROVED PROJECT BUDGET

PROJECT: 18-DG-025
SPONSOR: CITY OF HIGHPOINT
WBS: 36223.13.10.2

----- DEPARTMENT 4522 - OPERATING -----		
<u>OBJECT</u>	<u>TITLE</u>	APPROVED <u>BUDGET</u>
G399	Other Charges	1,200,000
TOTAL OPERATING		<u>\$ 1,200,000</u>

Approved Budget



**2017 PRIMARY ELECTION
10/10/2017
ABSTRACT OF VOTES
FOR
FORSYTH COUNTY, NORTH CAROLINA**

INSTRUCTIONS

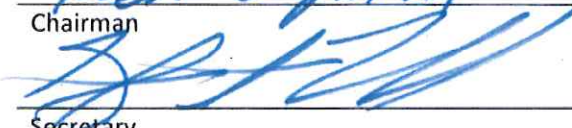
The county board shall prepare abstracts of all the ballot items in triplicate originals. The county board shall retain one of the triplicate originals, and shall distribute one each to the city or town clerk for the municipality and the State Board of Elections. The State Board of Elections shall forward the original abstract it receives to the Secretary of State. (GS § 163-182.6)

**STATE OF NORTH CAROLINA
COUNTY OF FORSYTH**

The County Board of Elections for said county, having opened, canvassed, and judicially determined the original returns of the election in the precincts in this county, held as above stated, do hereby certify that the above is a true abstract thereof, and contains the number of legal ballots cast in each precinct for each office or referendum named, the name of each person or choice voted for, their party affiliation (where applicable), and the number of votes cast for each person or choice for the item named.

This is the 16th day of October, 2017.


Chairman


Secretary


Member

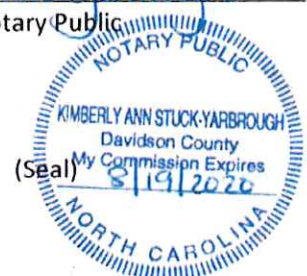
This day personally appeared before me, Ken Raymond, Chairman of the County Board of Elections, who being duly sworn, says the abstract of votes herein contained is true and correct, according to the returns made to said Board.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal this the 16th day of October, 2017.


Official Signature of Notary Public

Kimberly Ann Stuck Yarbrough
Printed/Typed Name of Notary Public

My Commission Expires: 8/19/2020



October 10, 2017 Primary Election Results by Contest

Monday, October 16, 2017
Page 1 of 1

Contest	Choice	Party	Total Votes	Election Day	One Stop	Abs Mail	Provisional
CITY OF HIGH POINT MAYOR -	Bruce Davis		0	0	0	0	0
	James (Jim) Davis		0	0	0	0	0
	Jay W. Wagner		0	0	0	0	0
	Mary Lou Andrews Blakeney		0	0	0	0	0
CITY OF HIGH POINT CITY COUNCIL AT-LARGE -	Cynthia (Cindy) Davis		0	0	0	0	0
	Daniel Gardner		0	0	0	0	0
	Michael A. Holmes		0	0	0	0	0
	Britt W. Moore		0	0	0	0	0
	Sarah Jane Otte		0	0	0	0	0
	Don Scarborough		0	0	0	0	0
CITY OF HIGH POINT CITY COUNCIL WARD 5 -	Vic Jones		0	0	0	0	0
	Deric D. Stubbs, Sr.		0	0	0	0	0
	Chris Whitley		0	0	0	0	0

October 10, 2017 Primary Election Results by Precinct

Monday, October 16, 2017
Page 1 of 1

Precinct	Contest	Choice	Party	Total Votes	Election Day	One Stop	Abs Mail	Provisional
TOTAL	CITY OF HIGH POINT MAYOR -	Bruce Davis		0	0	0	0	0
		James (Jim) Davis		0	0	0	0	0
		Jay W. Wagner		0	0	0	0	0
	CITY OF HIGH POINT CITY COUNCIL AT-LARGE -	Mary Lou Andrews Blakeney		0	0	0	0	0
		Cynthia (Cindy) Davis		0	0	0	0	0
		Daniel Gardner		0	0	0	0	0
		Michael A. Holmes		0	0	0	0	0
		Britt W. Moore		0	0	0	0	0
		Sarah Jane Otte		0	0	0	0	0
		Don Scarborough		0	0	0	0	0
		Vic Jones		0	0	0	0	0
	CITY OF HIGH POINT CITY COUNCIL WARD 5 -	Deric D. Stubbs, Sr.		0	0	0	0	0
		Chris Whitley		0	0	0	0	0
		Chris Whitley		0	0	0	0	0
012	CITY OF HIGH POINT MAYOR -	Bruce Davis		0	0	0	0	0
		James (Jim) Davis		0	0	0	0	0
		Jay W. Wagner		0	0	0	0	0
	CITY OF HIGH POINT CITY COUNCIL AT-LARGE -	Mary Lou Andrews Blakeney		0	0	0	0	0
		Cynthia (Cindy) Davis		0	0	0	0	0
		Daniel Gardner		0	0	0	0	0
		Michael A. Holmes		0	0	0	0	0
		Britt W. Moore		0	0	0	0	0
		Sarah Jane Otte		0	0	0	0	0
		Don Scarborough		0	0	0	0	0
		Vic Jones		0	0	0	0	0
	CITY OF HIGH POINT CITY COUNCIL WARD 5 -	Deric D. Stubbs, Sr.		0	0	0	0	0
		Chris Whitley		0	0	0	0	0
		Chris Whitley		0	0	0	0	0

FORSYTH COUNTY

STATISTICS		0001_CITY OF HIGH POINT MAYOR						0002_CITY COUNCIL AT-LARGE HIGH POINT																					
C A S T - B A L L O T S	C A S T - B A L L O T S	B R U C C E D A V I S S		(J I M) D A V I S S		J A Y W . W A G N E R		O V E R V O T E S		U N D E R V O T E S		M A R Y L O U A N D R E W S		C Y N T H I A C Y N D Y I D A V I S		D A N I E L G A R D N E R		M I C H A E L A . H O L I M E S		B R I E T W . M O O R E		S A R A H J A N E O L L E		D O N S C A R B O R O U G H		O V E R V O T E S		U N D E R V O T E S	
		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
TOTALS		012 012																											

Ken Raymond

[Signature]

Susan Campbell

SUMMARY REPT-GROUP DETAIL

Forsyth County, NC
Municipal Primary Election
October 10, 2017

OFFICIAL RESULTS

Run Date:10/16/17 09:42 AM

Report EL45A Page 001

	TOTAL VOTES	%	M100 Election	iVO Election	Onestop	Absentee	By-M	Provisional
PRECINCTS COUNTED (OF 1)	1	100.00						
BALLOTS CAST - TOTAL	0		0	0	0	0	0	0
BALLOTS CAST - BLANK	0		0	0	0	0	0	0
0001_CITY OF HIGH POINT MAYOR								
(You may vote for) 1								
(WITH 1 OF 1 PRECINCTS COUNTED)								
Bruce Davis	0		0	0	0	0	0	0
James (Jim) Davis	0		0	0	0	0	0	0
Jay W. Wagner	0		0	0	0	0	0	0
Over Votes	0		0	0	0	0	0	0
Under Votes	0		0	0	0	0	0	0
0002_CITY COUNCIL AT-LARGE HIGH POINT								
(You may vote for) 2								
(WITH 1 OF 1 PRECINCTS COUNTED)								
Mary Lou Andrews Blakeney	0		0	0	0	0	0	0
Cynthia (Cindy) Davis	0		0	0	0	0	0	0
Daniel Gardner	0		0	0	0	0	0	0
Michael A. Holmes	0		0	0	0	0	0	0
Britt W. Moore	0		0	0	0	0	0	0
Sarah Jane Otte	0		0	0	0	0	0	0
Don Scarborough	0		0	0	0	0	0	0
Over Votes	0		0	0	0	0	0	0
Under Votes	0		0	0	0	0	0	0
0003_CITY COUNCIL WARD 5 HIGH POINT WARD								
(You may vote for) 1								
(WITH 1 OF 1 PRECINCTS COUNTED)								
Vic Jones	0		0	0	0	0	0	0
Deric D. Stubbs, Sr.	0		0	0	0	0	0	0
Chris Whitley	0		0	0	0	0	0	0
Over Votes	0		0	0	0	0	0	0
Under Votes	0		0	0	0	0	0	0

**HIGH POINT CITY COUNCIL
SPECIAL MEETING
High Point Parks & Recreation Administration Office
136 Northpoint Avenue
September 25, 2017 – 4:30 p.m.**

Roll Call & Call to Order

Mayor Bencini called the meeting to order.

*Upon call of the roll, the following Council Members were **Present**:*

Mayor William S. Bencini, Jr., Mayor Pro Tem Jay Wagner (Ward 4); and Council Members Cynthia Y. Davis (At-Large), Latimer Alexander (At-Large), Jeffrey Golden (Ward 1), Chris Williams (Ward 2), Alyce Hill (Ward 3), Council Member James C. Davis (Ward 5), and Jason Ewing (Ward 6).

Staff Present:

Greg Demko, City Manager; Randy McCaslin, Deputy City Manager; Randy Hemann, Assistant City Manager; Jeron Hollis, Director of Communications & Public Engagement; JoAnne Carlyle, City Attorney; and Lisa Vierling, City Clerk

Others Present:

James Adams, Resident

News Media:

Greensboro News & Record; High Point Enterprise; WFDD; WXII; FOX8; SPECTRUM News

Following the roll call, Mayor Bencini announced that the Special Meeting was called for the purpose of holding a Closed Session pursuant to N.C. General Statute 143-318.11(a)(4) for economic development. He then entertained a motion to enter into Closed Session for economic development purposes.

Closed Session

Council Member Alexander MOVED to go into Closed Session for economic development purposes. Council Member Ewing made a SECOND to the MOTION, which carried by a unanimous 9-0 vote.

Agenda Items

170357

Resolution - Catalyst Project

Adoption of a Resolution authorizing staff to move forward in meeting the Catalyst Project timeline and develop an alternative financing option.

Mayor Bencini read the following Resolution into the record.

RESOLUTION**AUTHORIZING STAFF TO MOVE FORWARD IN MEETING THE CATALYST PROJECT TIMELINE AND DEVELOP AN ALTERNATIVE FINANCING OPTION**

- WHEREAS,** the High Point City Council established three major goals at the April 1, 2016 Retreat: develop a catalyst project for the economic development of downtown; attract and retain young entrepreneurs; and eliminate blight; and
- WHEREAS,** the High Point City Council adopted the multi-use stadium as the catalyst project for the economic development of downtown; and
- WHEREAS,** the catalyst project is designed to leverage the economic benefits of High Point's strongest institutional assets: the High Point Market, High Point University, and High Point Regional Hospital; and
- WHEREAS,** on April 4, 2017, the High Point City Council, supported and driven by the community, business leadership and citizens, authorized \$15 million in land acquisition and related costs for construction of the multi-use stadium; and
- WHEREAS,** the response to this catalyst project has resulted in \$50 million of philanthropic gifts and a commitment of \$50 million of private investment to construct a hotel and 200 apartments in proximity of the stadium; and
- WHEREAS,** to meet our commitments to the benefactors, the business community and the citizens, the City of High Point must complete the construction of the multi-use stadium by April 2019; and
- WHEREAS,** the City of High Point funding model is consistent with the Guilford County Policy for Downtown Revitalization; and
- WHEREAS,** the City of High Point seeks the participation of Guilford County as a financial partner in a project that benefits both the City and County to promote the revitalization and transformation of High Point's Downtown; and
- WHEREAS,** on September 18, 2017 High Point City Council held public hearings and approved the interlocal agreement developed jointly by the staffs of High Point and Guilford County; and
- WHEREAS,** the County Commissioners held a public hearing September 21, 2017 to consider the interlocal agreement, and chose to delay action; and
- WHEREAS,** the High Point City Council must take immediate action to fulfil our promise to deliver the catalyst project; and
- WHEREAS,** the City of High Point welcomes the opportunity to work with Guilford County in the spirit of regional economic cooperation and encourages their prompt approval of the interlocal agreement.

NOW, THEREFORE, BE IT RESOLVED that the High Point City Council has instructed staff to move forward in meeting the catalyst project timeline and develop an alternative financing option that will ensure this vital endeavor remains on schedule.

Adopted this 25th day of September, 2017.

William S. Bencini, Jr., Mayor

ATTEST:

Lisa B. Vierling, City Clerk

[end of Resolution]

Council Member Alexander then MOVED adoption of the Resolution as read. Mayor Pro Tem Wagner made a SECOND to the MOTION.

For further discussion, Council Member C. Davis pointed out there is still no financing plan in place and she felt this action was still "putting the cart before the horse" noting there are still unanswered questions and she felt the resolution was premature.

There being no further discussion, the MOTION to ADOPT the Resolution carried by the following 8-1 vote:

Aye (8): Mayor Bencini; Mayor Pro Tem Wagner; and Council Members Alexander, Golden, Williams, Hill, J. Davis, and Ewing

Nay (1): Council Member C. Davis

**Resolution No. 1715-17-62
Introduced 9/25/2017; Adopted 9/25/2017
Resolution Book, XIX, Page 184**

170358 Budget Ordinance Amendment - Catalyst Project

Adoption of an ordinance amending the 2017-2018 Budget Ordinance to appropriate funds in the amount of \$5,000,000.00 for construction of the Downtown Catalyst Project.

Mayor Bencini advised that this Budget Ordinance Amendment would put the funding into place to begin the catalyst project.

Motion by Council Member Alexander, second by Mayor Pro Tem Wagner to adopt the "ORDINANCE AMENDING THE 2017-2018 BUDGET ORDINANCE OF THE CITY OF HIGH POINT, NORTH CAROLINA TO APPROPRIATE FUNDS FOR CONSTRUCTION OF THE DOWNTOWN CATALYST PROJECT."

As a matter of further discussion, Council Member J. Davis asked for clarification that the \$5 million would be for demolitions only. City Manager Greg Demko advised that the \$5 million would be for the design, demo and construction.

Council Member C. Davis reiterated that she felt this action was premature without secured funding for the project and she believes the demolitions could wait.

There being no further discussion, the MOTION to adopt the "ORDINANCE AMENDING THE 2017-2018 BUDGET ORDINANCE OF THE CITY OF HIGH POINT, NORTH CAROLINA TO APPROPRIATE FUNDS FOR CONSTRUCTION OF THE DOWNTOWN CATALYST PROJECT" carried by the following 8-1 vote:

Aye (8): Mayor Bencini; Mayor Pro Tem Wagner; and Council Members Alexander, Golden, Williams, Hill, J. Davis, and Ewing

Nay (1): Council Member C. Davis

Ordinance No. 7336/17-78
Introduced 9/25/2017; Adopted 9/25/2018
Ordinance Book, Volume XIV, Page 218

170359 Catalyst Project - Ad Hoc Committee - High Point City Council/Guilford County Commissioners

Appointment of the following High Point City Council Members and City Staff to serve on a joint ad-hoc committee with Guilford County to discuss the proposed Interlocal Agreement for shared financing of the High Point Downtown Catalyst Project:

- ✓ Jeff Golden
- ✓ Chris Williams
- ✓ Jason Ewing
- ✓ Alyce Hill
- ✓ Greg Demko -City Manager
- ✓ Mac McCarley -Attorney (Parker & Poe)

Note: The Guilford County Commissioners held a public hearing on Thursday, September 21st for the purpose of receiving public input on a request from the City of High Point that the Board of Commissioners assist in the Downtown Catalyst Project by making payments to the city for a period of 20 years and consider approval of an Interlocal Agreement. However, the Guilford County Commissioners chose not to take action on the city's request and voted to delay a decision for a 60 to 90-day period, to form a committee with representatives from the Guilford County Commissioners and the High Point City Council to continue discussion and receive additional information they felt was pertinent to make a well-informed decision.

Mayor Bencini suggested the chairs of the Prosperity & Livability Committee, and the Community Housing Neighborhood Development & Public Safety Committee serve on the

Catalyst Project Ad Hoc Committee. He also suggested Council Members Williams and Hill to serve.

All agreed to serve on the Catalyst Project Ad Hoc Committee.

Confirmed the following appointments to the Catalyst Project Ad Hoc Committee:

- ✓ Council Member Jason Ewing
- ✓ Council Member Jeff Golden
- ✓ Council Member Chris Williams
- ✓ Council Member Alyce Hill

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

Aye (9): Mayor Bencini; Mayor Pro Tem Wagner; and Council Members Alexander, C. Davis, Golden, Williams, Hill, J. Davis, and Ewing

Adjournment

There being no further business to come before Council, the meeting adjourned at 5:20 p.m. upon motion duly made by Council Member Alexander and second by Council Member J. Davis.

Respectfully Submitted,

William S. Bencini, Jr., Mayor

Attest:

Lisa B. Vierling, MMC
City Clerk



2017 PRIMARY ELECTION
10/10/2017
ABSTRACT OF VOTES
FOR
GUILFORD COUNTY, NORTH CAROLINA

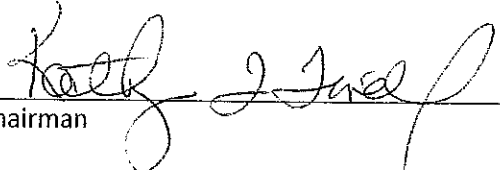
INSTRUCTIONS

The county board shall prepare abstracts of all the ballot items in triplicate originals. The county board shall retain one of the triplicate originals, and shall distribute one each to the city or town clerk for the municipality and the State Board of Elections. The State Board of Elections shall forward the original abstract it receives to the Secretary of State. (GS § 163-182.6)

**STATE OF NORTH CAROLINA
COUNTY OF GUILFORD**

The County Board of Elections for said county, having opened, canvassed, and judicially determined the original returns of the election in the precincts in this county, held as above stated, do hereby certify that the above is a true abstract thereof, and contains the number of legal ballots cast in each precinct for each office or referendum named, the name of each person or choice voted for, their party affiliation (where applicable), and the number of votes cast for each person or choice for the item named.

This is the 16th day of October, 2017.


Chairman

Secretary

Member

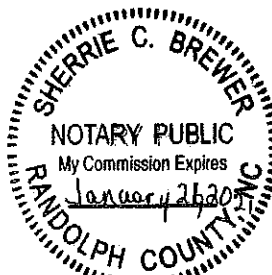
This day personally appeared before me, Kathryn Lindey, Chairman of the County Board of Elections, who being duly sworn, says the abstract of votes herein contained is true and correct, according to the returns made to said Board.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal this the 16th day of October, 2017.


Official Signature of Notary Public

Sherrie C Brewer
Printed/Typed Name of Notary Public

My Commission Expires: January 26, 2021



(Seal)

0006_GREENSBORO CITY COUNCIL DISTRICT 4 CITY CNCL G4				0007_GREENSBORO CITY COUNCIL DISTRICT 5 CITY CNCL G5				0008_HIGH POINT CITY OF HIGH POINT MAYOR							
A n d r e w B e e l f o r d	N a n c y H o f f m a n n	G a r y K e n t o n	O V E R V O T E S	U N D E R V O T E S	S a l v a t o r e L e o n e	T a n n e r L u c a s	T a m m i T h u r m	T o n y W i l k i n s	O V E R V O T E S	U N D E R V O T E S	B r u c c e D a v i s	(J i m) D a v i s	J a y W . W a g n e r	O V E R V O T E S	U N D E R V O T E S
FR1 FR1															
FR2 FR2															
FR3 FR3															
FR4 FR4															
FR5A FR5A															
FR5B FR5B															
G14 G14	5	190	100	0	15	2	2	15	20	0	1				
G15 G15	10	148	94	0	19										
G16 G16	8	210	98	0	16										
G30 G30	15	172	50	0	23										
G31 G31	8	127	53	0	17										
G32 G32	18	296	100	0	36										
G33 G33	16	208	85	0	28										
G34 G34	19	271	70	0	31										
G35 G35	13	165	82	0	26										
G36 G36	12	221	47	0	29										
G37 G37	8	110	50	0	47										
G38 G38	13	173	70	0	24										
G39 G39	11	83	70	0	18										
G40A1 G40A1	9	108	36	0	11										
G40A2 G40A2	5	154	19	0	14										
G40B G40B	11	128	33	0	20										
G41A G41A															
G41B G41B															
G42A G42A															
G42B G42B															
G43 G43															
G45 G45	0	21	6	0	2										
G48 G48	5	145	140	0	12										
G49 G49	12	35	23	0	11										
G50 G50	8	51	24	0	15										
G58 G58															
G59 G59															
G60 G60															
G61 G61															
G62 G62															
G63 G63	6	75	36	0	15										
G64 G64															

NONPARTISAN
Official Results 10/10/17
Guilford County-Muni Primary

0006_GREENSBORO CITY COUNCIL DISTRICT 4 CITY CNCL G4				0007_GREENSBORO CITY COUNCIL DISTRICT 5 CITY CNCL G5				0008_HIGH POINT CITY OF HIGH POINT MAYOR								
A n d r e w B e l f o r d	N a n c y H o f f m a n	G a r y K e n t o n	O V E R V O T E S	U N D E R V O T E S	S a l v a t o r e L e o n e	T a n n e r L u c a s	T a m m i T h u r m	T o n y W i l k i n s	O V E R V O T E S	U N D E R V O T E S	B r u c e D a v i s	(J i m) J a m e s	J a y W a g n e r	O V E R V O T E S	U N D E R V O T E S	
G65 G65					6	5	68	49	0	10						
G66 G66					6	5	75	81	0	4						
H01 H01											30	20	23	0	0	
H02 H02											37	47	95	0	0	
H03 H03											22	9	9	0	0	
H04 H04											41	21	16	0	1	
H05 H05											82	12	6	0	1	
H06 H06											43	23	24	0	1	
H07 H07											49	2	6	0	1	
H08 H08											30	2	0	0	0	
H09 H09											65	2	2	0	1	
H10 H10											182	11	18	0	0	
H11 H11											117	16	13	0	0	
H12 H12											39	22	26	0	0	
H13 H13											35	60	255	0	2	
H14 H14											37	99	272	0	0	
H15 H15											39	44	104	0	1	
H16 H16											33	41	140	0	3	
H17 H17											40	13	10	0	0	
H18 H18											94	37	32	0	1	
H19A H19A											82	11	8	0	0	
H19B H19B											48	27	61	0	0	
H20A H20A											29	33	43	0	0	
H20B H20B											30	41	48	0	0	
H21 H21											24	53	69	0	0	
H22 H22											29	32	35	0	1	
H23 H23											23	127	59	0	0	
H24 H24											67	139	76	0	3	
H25 H25											91	168	158	0	3	
H26 H26											48	71	57	0	0	
H27-A H27-A											52	48	41	0	4	
H27-B H27-B											25	24	26	0	0	
H28 H28											71	28	35	0	0	
H29A H29A											32	13	16	0	1	
H29B H29B											47	17	15	0	0	
JAM2 JAM2																
JAM3 JAM3																
JAM4 JAM4																

0006_GREENSBORO CITY COUNCIL DISTRICT 4 CITY CNCL G4				0007_GREENSBORO CITY COUNCIL DISTRICT 5 CITY CNCL G5				0008 HIGH POINT CITY OF HIGH POINT MAYOR							
A n d r e w B e e l f o r d	N a n c y H o f f m a n n	G a r y K e e n t o n	O V E R V O T E S	U N D E R V O T E S	S a l v a t o r e L e e n e	T a n n e r L u c a s	T a m m i T h u r m	T o n y W i l k i n s	O V E R V O T E S	U N D E R V O T E S	B r u c c e D a v i s	(J i m) D a v i s	J a y W . W a g n e r	O V E R V O T E S	U N D E R V O T E S
					0	0	3	12	0	0	0	0	0	0	0
											43	48	70		
0	21	13	0	1	1	4	2	12	0	0	12	16	12	0	0
	5	3	0	1	1	1	2	2	0	1	7	4	8	0	0
0	0	1	0	0	0	0	0	0	0	0	2	2	1	0	0
212	3117	1303	0	431	169	100	1066	991	0	225	1818	1399	1906	0	24
JAMS JAMS															
NDRI NDRI															
SDRI SDRI															
By Mail															
Curbside															
Provisional															
TOTALS															

0009_HIGH POINT CITY COUNCIL AT-LARGE																		0013 HIGH POINT CITY COUNCIL WARD 4 CITY CNCL H4					0014 HIGH POINT CITY COUNCIL WARD 5 CITY CNCL H5				
A	(Cindy)	Daniel	Michael	Britt W Moore	Sarah Jane Oette	Donna Scarborough	OVERTES	UNDER VOTES	Jimmie Bronner	Wesley Hudson	Jody W Kearns	OVERTES	UNDER VOTES	Vic Jones	D S Clubbs , Derick	Chris Whittle	OVERTES	UNDER VOTES									
FR2 FR2																											
H01 H01	24	18	8	25	17	19	22	0	15																		
H02 H02	23	43	10	19	16	4	20	0	11																		
H03 H03	24	66	10	17	91	11	114	0	25																		
H04 H04	16	23	6	6	11	2	9	0	7																		
H05 H05	27	41	9	14	22	6	16	0	23																		
H06 H06	52	40	11	11	33	6	11	0	38																		
H07 H07	31	33	13	15	33	11	28	0	18																		
H08 H08	42	25	3	18	13	2	3	0	10																		
H09 H09	15	13	4	7	6	3	2	0	14																		
H10 H10	36	33	8	12	13	6	10	0	22																		
H11 H11	111	81	6	37	107	7	19	0	54																		
H12 H12	78	59	10	27	44	8	25	0	41																		
H13 H13	25	34	11	19	28	10	37	0	10																		
H14 H14	27	65	27	11	243	16	273	0	42	41	223	68	0	20													
H15 H15	33	94	20	13	289	6	302	0	59																		
H16 H16	25	57	28	15	105	14	102	0	30	39	79	47	0	23													
H17 H17	26	53	10	15	144	7	142	0	37	31	131	37	0	18													
H18 H18	30	31	4	10	25	6	15	0	5																		
H19 H19	76	55	15	25	69	17	32	0	39																		
H19A H19A	56	40	9	17	22	9	14	0	35																		
H19B H19B	35	50	10	20	47	15	63	0	32																		
H20A H20A	16	42	28	12	56	2	39	0	15	31	36	27	0	11													
H20B H20B	18	46	20	12	63	12	54	0	13																		
H21 H21	19	71	31	10	74	9	45	0	33	79	26	31	0	10													
H22 H22	15	37	12	7	49	13	37	0	24	35	22	30	0	10													
H23 H23	12	107	35	14	132	14	75	0	29																		
H24 H24	45	107	70	22	150	10	110	0	56																		
H25 H25	73	140	64	36	249	35	171	0	72																		
H26 H26	27	82	31	27	69	13	69	0	34																		
H27-A H27-A	28	52	23	26	60	9	53	0	39																		
H27-B H27-B	22	22	9	15	27	5	32	0	18																		
H28 H28	47	42	14	27	52	12	57	0	17																		
H29A H29A	17	23	4	9	20	10	24	0	17																		
H29B H29B	25	32	13	20	18	17	17	0	16																		
JAM5 JAM5	0	0	0	0	0	0	0	0	0																		
SDRI SDRI	35	51	22	30	61	19	74	0	30																		
By Mail	7	19	2	8	14	9	15	0	6	3	3	3	0	2	0	3	0	2									
Curbside	9	2	1	5	9	0	8	0	4	1	1	1	0	0	1	0	6	1									

0009_HIGH POINT CITY COUNCIL AT-LARGE										0013_HIGH POINT CITY COUNCIL WARD 4 CITY CNCL H4					0014_HIGH POINT CITY COUNCIL WARD 5 CITY CNCL H5																						
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CITY OF HIGH POINT

AGENDA ITEM

**Title: Conveyance of property to Housing Consultants Group****From:** Michael E. McNair, Director**Meeting Date:** November 6, 2017**Public Hearing:** N/A**Advertising Date:** N/A**Advertised By:** N/A**Attachments:** Resolutions

PURPOSE:

To continue infill housing development efforts in the Core-City, CD&H seeks Council approval to convey the following lots located in the Southside community to Housing Consultants Group (HCG):

- 800 George Place
- 802 George Place

HCG will build and sell two homes to income eligible buyers. The conveyance will facilitate affordable housing in accordance with HUD regulations and serve a public purpose.

BACKGROUND:

This action is part of continuing effort to enhance the production of affordable housing by non-profit organizations. CD&H has worked with HCG for several years in the provision of housing services in the areas of financial education, homebuyer education, real estate sales and Operation Inasmuch. This will be their initial housing construction project with the City. HCG has secured construction financing from Pinnacle Bank for two houses; CD&H will utilize HOME program funds to provide gap financing. This project was reviewed with the Community Housing Neighborhood Development & Public Safety Committee at their October 2nd meeting.

BUDGET IMPACT:

N/A

RECOMMENDATION / ACTION REQUESTED:

The Community Development and Housing Department recommends approval of the resolutions to convey the properties and that the appropriate City official and/or employee be authorized to execute all necessary documents.

**RESOLUTION of the HIGH POINT CITY COUNCIL
APPROVING CONVEYANCE
OF REAL PROPERTY
TO A NONPROFIT CORPORATION**

WHEREAS, the City of High Point owns a tract of land located at 800 George Place in the City of High Point and more particularly described in Deed Book 7401, Page 2100 and Deed Book 845, Page 338 of the Guilford County Registry (“Property”); and

WHEREAS, North Carolina General Statute § 160A-457 authorizes a city’s acquisition and disposition of property for redevelopment as part of a community development program, or independently thereof, and without the necessity of compliance with the Urban Redevelopment Law; and

WHEREAS, North Carolina General Statute § 160A-20.1 authorizes a city to appropriate money to private organizations to carry out any public purpose that a city is authorized by law to engage in; and

WHEREAS, North Carolina General Statute § 160A-279 authorizes a city to convey real property by private sale to a nonprofit corporation which carries out a public purpose, in lieu of or in addition to the appropriation of funds;

WHEREAS, the City of High Point desires to convey the above described property to Housing Consultants Group to construct affordable housing in Southside and the Washington Terrace areas;

THEREFORE, THE CITY COUNCIL FOR THE CITY OF HIGH POINT RESOLVES THAT:

1. The Mayor of the City of High Point is authorized to execute all documents necessary to convey title to the Property located at 800 George Place in the City of High Point, and is more particularly described in Deed Book 7401, Page 2100 and Deed Book 845, Page 338 of the Guilford County Registry.

2. The consideration of the conveyance is Housing Consultants Group’s agreement to use this property only for the “public” purpose of furthering the mission of the City of High Point in providing owner-occupied housing. If for any reason the property ceases to be used for a “public” purpose, the property shall revert back to the City of High Point. A statement to this effect shall be placed in the deed of conveyance.

3. The City Clerk shall publish a notice summarizing the contents of this resolution and the conveyance of the property may be consummated at any time after 10 days of publication of the notice.

ADOPTED this the 6th day of November 2017.

CITY OF HIGH POINT

By

William S. Bencini, Jr., Mayor

Attested to:

Lisa Vierling, City Clerk

**RESOLUTION of the HIGH POINT CITY COUNCIL
APPROVING CONVEYANCE
OF REAL PROPERTY
TO A NONPROFIT CORPORATION**

WHEREAS, the City of High Point owns a tract of land located at 802 George Place in the City of High Point and more particularly described in Deed Book 7286, Page 2734 and Deed Book 3229, Page 860 of the Guilford County Registry ("Property"); and

WHEREAS, North Carolina General Statute § 160A-457 authorizes a city's acquisition and disposition of property for redevelopment as part of a community development program, or independently thereof, and without the necessity of compliance with the Urban Redevelopment Law; and

WHEREAS, North Carolina General Statute § 160A-20.1 authorizes a city to appropriate money to private organizations to carry out any public purpose that a city is authorized by law to engage in; and

WHEREAS, North Carolina General Statute § 160A-279 authorizes a city to convey real property by private sale to a nonprofit corporation which carries out a public purpose, in lieu of or in addition to the appropriation of funds; and

WHEREAS, the City of High Point desires to convey the above described property to Housing Consultants Group to construct affordable housing in Southside and the Washington Terrace areas;

THEREFORE, THE CITY COUNCIL FOR THE CITY OF HIGH POINT RESOLVES THAT:

1. The Mayor of the City of High Point is authorized to execute all documents necessary to convey title to the Property located at 802 George Place in the City of High Point, and is more particularly described in Deed Book 7286, Page 2734 and Deed Book 3229, Page 860 of the Guilford County Registry.

2. The consideration of the conveyance is Housing Consultants Group's agreement to use this property only for the "public" purpose of furthering the mission of the City of High Point in providing owner-occupied housing. If for any reason the property ceases to be used for a "public" purpose, the property shall revert back to the City of High Point. A statement to this effect shall be placed in the deed of conveyance.

3. The City Clerk shall publish a notice summarizing the contents of this resolution and the conveyance of the property may be consummated at any time after 10 days of publication of the notice.

ADOPTED this the 6th day of November, 2017.

CITY OF HIGH POINT

By

William S. Bencini, Jr., Mayor

Attested to:

Lisa Vierling, City Clerk

CITY OF HIGH POINT

AGENDA ITEM



Title: Budget Amendment for Fire Truck Insurance Proceeds

From: Eric Olmedo, Budget Director

Meeting Date: November 6, 2017

Public Hearing: N/A

Advertising Date: N/A

Advertised By: N/A

Attachments: Budget ordinance

PURPOSE:

A Budget Amendment is needed to appropriate funds received from insurance proceeds for a damaged fire truck.

BACKGROUND:

A Fire Department ladder truck was involved in a collision on December 20, 2016. Repairs to the truck have been completed and insurance proceeds in the amount of \$138,859.41 have been received. A budget amendment is needed to recognize the insurance proceeds and increase the expenditures in the Fire Department to pay for the repairs.

BUDGET IMPACT:

Insurance proceeds in the amount of \$138,859.41 have been received and deposited in the General Fund.

RECOMMENDATION / ACTION REQUESTED:

The Budget Department recommends and asks the Council to approve the budget amendment.

"AN ORDINANCE AMENDING THE 2017-2018 BUDGET ORDINANCE
OF THE CITY OF HIGH POINT, NORTH CAROLINA
TO APPROPRIATE INSURANCE PROCEEDS RECEIVED FOR REPAIR OF A FIRE TRUCK

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

Section 1. The City of High Point Fire Department has received insurance proceeds to repair a fire truck.

Section 2. The 2017-2018 Budget Ordinance of the City of High Point, should be amended as follows:

(A) That General Fund revenues be amended as follows:

Insurance Proceeds	\$ 138,859
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(B) That the General Fund expenditures be amended as follows:

Fire Expenditures	\$138,859
-------------------	-----------

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 November 6, 2017

CITY OF HIGH POINT

AGENDA ITEM



Title: Purchase of Traffic Signal Poles and Mast Arms
North Main & Lexington, and North Centennial & Montlieu

From: Mark McDonald, Transportation Director

Meeting Date: Monday November 6, 2017

Public Hearing: No

Advertising Date: NA

Advertised By: NA

Attachments: Sole Source Justification and Cost Estimates

PURPOSE:

Consideration of a sole source purchase of new traffic signal pole and mast arm assemblies from Atlantic Technical Sales of Chantilly, Virginia, for installation at the intersections of 1) North Main Street and Lexington Avenue, and 2) N. Centennial Street and Montlieu Avenue.

BACKGROUND:

The Transportation Department is preparing for a project to enhance the intersection of North Main Street and Lexington Avenue. This project, funded in part by the North Carolina Department of Transportation (NCDOT), will upgrade the existing traffic signal with new decorative fluted pole and mast arm assemblies and actuated pedestrian signals. New high visibility faux brick crosswalks will also be installed with the improvements.

A similar project is underway at North Centennial Street and Montlieu Avenue. This project is funded jointly by the City and High Point University, and will include enhancements like those implemented in recent years at several other intersections around the HPU campus perimeter.

These upgrades will replace either existing wood pole or galvanized steel pole and span wire configurations with the black fluted poles and mast arms like those at other intersections on North Main Street, University Parkway, M.L. King, Jr. Drive, and in the central business/Market district. Basic traffic operations will not be affected; however, new pedestrian signals will be included with the improvements.

BUDGET IMPACT:

The cost of the two double arm assemblies and four free-standing pedestrian signal poles for the North Main and Lexington intersection is \$49,560. This is a reimbursable expense through a municipal agreement with NCDOT. The cost for similar equipment and materials at North Centennial and Montlieu is \$54,676.

RECOMMENDATION / ACTION REQUESTED:

The Transportation Department requests City Council's approval of a sole source purchase of the required traffic signal poles and mast arms from Atlantic Technical Sales, representing the manufacturer, Valmont Industries, Inc. Matthew Carpenter, P.E., Senior Transportation Engineer, will attend the Finance Committee meeting on October 25 and City Council meeting on November 6 to address any questions.

Financial Services
Purchasing Division



Requisition #

CITY OF HIGH POINT
SOLE SOURCE JUSTIFICATION
FORM (For Items Costing \$500.00 or More)
Statutory Reference N.C.G.S. 143-129(e)6

Vendor:

Item(s):

Justification:

Atlantic Technical Sales (ATS) is the only NC distributor for signal poles and mast arms. These assemblies need to be supplied by ATS (manufactured by Valmont) to match existing assemblies at other City intersections. Pending purchases are for N. Main Street & Lexington Avenue, and N. Centennial Street & Montlieu Avenue.

Estimated expenditure for the above item(s):

CHECK ALL ENTRIES BELOW THAT APPLY TO THE PROPOSED PURCHASE.
ATTACH A MEMO CONTAINING JUSTIFICATION AND SUPPORT DOCUMENTATION.

1. ☒ Performance or price competition for a product are not available.
2. ☐ A needed product is available from only one source of supply.
3. ☐ Standardization or compatibility is the overriding consideration.
4. ☒ The parts/equipment are required from this source to permit standardization.
5. ☐ None of the above applies. A detailed explanation and justification for this sole source request is contained in attached memo and support documentation.

The undersigned requests that competitive procurement be waived and that the vendor identified as the supplier of the material or service described in this sole source justification be authorized as a sole source for the material or service.

Department Head/Authorized Personnel Digitally signed by Mark V. McDonald
DN: cn=Mark V. McDonald, o=City of High Point,
ou=Transportation, email=mark.mcdonald@highpointnc.gov, c=US
Date: 2017.10.18 10:23:52 -0400 Department/Division

Date

Approval Process

Under \$5,000 (Purchasing Manager)
\$5,000-\$30,000 (Financial Services Director)
\$30,000 - Up (City Council)

Digitally signed by Erik Conti
DN: cn=Erik Conti, o, ou, email=erik.conti@highpointnc.gov, c=US
Date: 2017.10.18 10:49:16 -0400

Digitally signed by Jeffrey A. Moore
DN: cn=Jeffrey A. Moore, o=City of High Point, NC, ou=Financial
Services Director, email=jeff.moore@highpointnc.gov, c=US
Date: 2017.10.20 08:48:32 -0400

Digitally signed by Greg Demko
DN: cn=Greg Demko, o=High Point, ou=High Point,
email=greg.demko@highpointnc.gov, c=US
Date: 2017.10.20 09:45:09 -0400



Prosperity & Livability Committee Meeting

Chaired by Council Member Ewing

Committee Members: Ewing, Hill, Wagner, and Williams

October 4, 2017 – 9:00 a.m.

3rd Floor Lobby Conference Room

“A QUORUM WAS NOT PRESENT”

Present: *Chairman Ewing and Committee Member Wagner*

Absent: *Committee Members Hill and Williams*

Staff Present: *Randy McCaslin, Deputy City Manager; Randy Hemann, Assistant City Manager; JoAnne Carlyle, City Attorney; Officer David Dulin, High Point Police Department; Officer Curtis Cheeks, III, High Point Police Department; David Briggs, Theatre Director; Lee Tillery, Director of Parks & Recreation; Matt Carpenter, Transportation Administrator; Mike McNair, Director of Community Development & Housing; Michelle McNair, Community Outreach Coordinator; and Lisa Vierling, City Clerk*

Others Present:

Karen Neill, Guilford County Extension Director & Agent; Carl Vierling, Executive Director- Greater High Point Food Alliance; Patrick Harman, Hayden-Harman Foundation

Note: The following handouts were distributed at the meeting and will be attached to these proceedings as a permanent part of the record.

- ✓ *Police Department- Special Events Officer Employment Costs*
- ✓ *Theatre- Transportation Terminal Cost Recovery Fees*
- ✓ *Transportation- Special Events Cost Summary*
- ✓ *Parks & Recreation- Special Events- Report Period: July 1, 2016-June 30, 2017*
- ✓ *Assistance to Community Gardens- Standard Operating Policies and Procedures*
- ✓ *Community Garden Locations*
- ✓ *Proposed Joint Intergovernmental Coordination of Community & School Gardens- Guilford County, NC*

1. Discussion – Community Events

Deputy City Manager Randy McCaslin advised the topic of special events came up during the budget deliberations this past year and was discussed briefly with the intention of revisiting at a later date. He explained that a few years back, organizations were encouraged to hold these special events in High Point to promote activity downtown. The city continues to get more and more of these events and the cost has now become an issue. He recognized staff present and asked each one to share some of their thoughts and ideas on the matter.

Officer David Dulin, Officer Curtis Cheeks, Theatre Director David Briggs, Transportation Administrator Matt Carpenter, and Parks & Recreation Director Lee Burnette each provided cost estimates for what their respective departments incur when handling special events.

Officer David Dulin, High Point Police Department, provided information on a breakdown of the 2016 special events and the amount paid per event for security-traffic direction worked by High Point Police Officers. He reported that the City of High Point funded or partially funded 12 major events in 2016. Some of the events were paid entirely through city funds, while some were paid through a partnership between the City and the respective event sponsor. In some instances, Reserve Officers assisted at no cost.

Note: Officer Dulin's Memo for "Special Events Officer Employment Costs" identifies the events that were covered and contains detailed information such as the number and category of officers, the amounts paid to officers working the events and overtime paid, amounts paid by various organizations, sponsors, etc... The overall amount paid by the city in 2016 for event security/traffic direction totaled \$245,424.93.

Additionally, there were thirty-two 5K Walk/Run events that required security/traffic direction by High Point Police Department officers and High Point Police Department Reserves. Most of these events were covered by reserve officers at little or no cost to the promoter.

He noted there are three main ways the Police Department determines how an event is to be paid.

1. City supported. This information comes from the city manager's office and means that the city will pick up the cost of the officers for working the event.
2. Promoter supported. The promoter pays for the officers to do the traffic/security for the event.
3. As a relationship. The cost is split for the event.

Officer Dulin advised that the number of reserve officers has dwindled due to retirements, people changing positions, etc..., so effective January 1, 2017, these events had to be covered by paid off-duty officers because the resources are no longer there. He noted there are many factors involved for these events such as:

- Location,
- Number of participants,
- Number of races,

- Whether or not the event is a walk or run,
- Whether or not the participants stay together,
- Whether or not a complete closure is required.

He explained they try to plan coverage for these events to make them as safe as possible so there would not be any negligence or gross negligence on the city's part. He noted for prayer walks, they generally try to help out with reserve officers as much as possible to help keep the cost down because these groups are non-profits and do not charge fees to participate.

Officer Dulin reported that the two Furniture Markets held each year constitute a majority of the costs and for each market, they generally have about 30 officers working downtown that are paid by the city. On those same days, there could be as many as 70 off-duty officers that are paid by the showrooms. He noted that although it appears the city is paying out quite a bit for the 30 officers, it is small in comparison to the actual cost.

Mr. McCaslin asked Officer Dulin to expound on the time it takes to pre-plan these events. Mr. Dulin replied that a simple prayer walk event takes a minimal amount of time, but the 5K events can take 10 hours up to a couple of days, while the major events such as Uncle Sam Jam, Coltrane Jazz Festival, etc.... require more planning. Officer Curtis Cheeks interjected and added that oftentimes they function on the Police Department side with the minimum amount of officers working these events, although at times there is a need for more officers.

As far as the charges go, Mr. McCaslin pointed out groups have figured out that they can get the city to sponsor or co-sponsor their event and not be charged. Chairman Ewing asked if the lack of officers working these events puts the rest of the city at risk for being short-handed and not having an adequate number of officers to cover the city. Mr. McCaslin explained the officers working these events are oftentimes already working their regular schedules and working these events is over and above their normal work schedule. He further advised the Police Department now provides a 3-hour minimum to make it worthwhile for those officers working when the events are shorter in duration.

Committee Member Wagner asked how Greensboro handled the recent CROP walk and associated costs. Officer Dulin reiterated that in Greensboro, they have to pay for all expenses for their events. Chairman Ewing asked how other cities derive at the costs that have to be paid.

David Briggs, Theatre Director, interjected at this point and explained a cost recovery of the fees for the Transportation Terminal was put together as a guideline which identifies the non-profit, profit, and city sponsored rates. There were twelve events held at the Terminal last fiscal year and Mr. Briggs noted that eleven of those events paid nothing and one paid full fare. The Theatre recovers the funding and does an internal transfer to the various other departments that are providing services that are billed out. He advised that his staff is on hand for the entire event to monitor the PA equipment, etc.... to ensure that it is safe.

Matt Carpenter with the High Point Transportation Department explained the Transportation Department is involved with five big events during the year: two Furniture Markets, and three parades. They are also involved with some special events such as the half marathon and the bike

race. He then shared a cost breakdown that includes regular time, overtime, plus equipment costs. Another big cost for the Transportation Department is the market traffic personnel. Committee Member Wagner questioned why the traffic control would not be covered by the Furniture Market Authority.

Officer Dulin felt the easiest way to handle these special events would be to have a one-stop shop, an event coordinator for the city. This person should be knowledgeable about all the aspects of event planning needs such as electrical, port-a-johns, basics about traffic engineering, be familiar with the roads, basics about parks and recreation, bike racks, etc..... The committee is submitting and recommending an events coordinator position be put in the upcoming budget.

Mr. McCaslin agreed there is a need for an events coordinator because of the volume of requests for events that the city continues to have. He added that oftentimes people come up with a great idea, but have no idea what it takes to plan or how much time it takes to pull off an event. He then asked Lee Tillery to briefly summarize the role that the Parks & Recreation staff plays in these special events.

Lee Tillery, Director of Parks & Recreation, reported that his department has been involved with 52 unique events for the period of July 1, 2016 through June 30, 2017. They provide equipment and manpower for things such as concession trailers, mobile stages, tents, bike racks. He explained that for his department, it is more of a personnel issue because they only have six employees in their maintenance division. It is a requirement that these employees have a commercial driver's license (CDL) and a CDL is required to transport the stage. Mr. Tillery pointed out these employees are being stretched because they are working on all the infrastructure needs during the week, then they are working a lot of overtime on the weekends for these events. The Parks & Recreation Department realized close to \$15,000 in overtime for these special events during the year, with an additional \$7,000-\$9,000 in supplies.

He advised that he gets quite a bit of calls from people that want the use of the stage for free. The current rate for the stage rental is:

- Non-profit rate \$350.00
- For profit rate \$700.00

Mr. Briggs added that the Public Services Department provides trash dumpsters and additional trash bins that have to be picked up. Officer Dulin pointed out the Fire Department oftentimes sends their bike teams out to these events. Mr. McCaslin noted one other aspect to keep in mind is the impact that these events have on the Hi tran bus routes.

Chairman Ewing did not disagree that there was a need to start recouping some of the costs for these events, but felt it would be a balance because of the desire to keep people coming downtown. He asked about the possibility of phasing the costs in over a couple of years. Mr. McCaslin advised that staff needs some policy direction from the Committee as to how much of the costs should be recouped and felt the easiest way to handle it would be to pay for none of it, or all of it.

A brief discussion followed regarding for profits and non-profits, sponsored events. Committee Member Wagner asked how much the Coltrane Jazz Festival receives from the city since it is a city sponsored event. Patrick Harman of the Hayden-Harman Foundation replied they get \$20,000 from the city for in-kind services. Chairman Ewing stated he would like to see a 50% recovery as a mid-point that could be pushed through for discussion and felt it would be helpful to see what other cities and counties are doing.

Officer Dulin noted that the city's Parade Permit has not been updated since 1993, and the Ordinance is in the process of being updated. City Attorney JoAnne Carlyle advised the proposed ordinance has been forwarded to the Legal Department and is currently being reviewed.

Chairman Ewing suggested to continue discussions, gather additional data, and formulate a policy for consideration in January 2018 by the newly seated Council.

2. Discussion – Community Garden Policy & Proposed Joint Intergovernmental Community & School Gardens Coordinator Position

Mike McNair, Director of Community Development & Housing provided an update on the Community Garden Policy that was drafted with the input of the committee. He shared a list that identified 17 existing community gardens (7 on city-owned property, 7 on non-city property, and 3 "From the Ground Up" gardens owned and maintained by Hayden-Harman).

Assistant City Manager Randy Hemann suggested changing the definition of a "community garden" in the policy to also allow for the sale of the crops harvested as it might create some entrepreneurship opportunities. City Attorney JoAnne Carlyle advised that it could be problematic because it will pull in a whole lot of different regulations.

Deputy City Manager Randy McCaslin pointed out if the Committee is comfortable with the proposed policy, the only other decision would be to determine the amount of money to be put in the city's budget to help pay for these services. This would keep the departments from having to pick and choose who to fund and who not to fund. It was noted that approximately 300 yards of dirt is needed for each start-up garden, which would be \$300 at the city's rate (\$600 retail). Mr. McNair advised during a previous discussion, the original number endorsed was \$15,000-\$20,000. Karen Neil felt this would be workable with the number of existing gardens and new gardens.

Patrick Harman of the Hayden-Harman Foundation felt a community garden facilitator would certainly help.

Both Chairman Ewing and Committee Member Wagner were good with moving forward with the Community Garden Policy with the inclusion of \$20,000 in the budget.

Community Garden Coordinator Position

Karen Neill, Guilford County Extension Director & Agent, provided an update on the community garden coordinator position. She stated she was in the process of working on the interagency legal agreement, which is currently being reviewed by the city's legal department. This will be a State position and the salary/benefits would be split three ways between Greensboro, High Point, and Guilford County. Ms. Neill advised that she does have buy-in from Greensboro, as well as Guilford County. City Attorney JoAnne Carlyle suggested including an "authority to hire" in the agreement to make it clear who would actually be responsible for the hiring of the person for the position. The community garden coordinator, if the position is approved, would come to High Point a minimum of two days a week. Mike McNair, Director of Community Development & Housing, envisions the coordinator to play an integral role in helping the city plan for the urban orchard that is proposed in the Southside area, in addition to providing expertise and assistance with the community gardens.

Both Chairman Ewing and Committee Member Wagner offered support for this position and suggested it be packaged with the other recommendation on the Community Garden Policy.

Note: Due to the lack of a quorum, the Committee cannot forward a recommendation to the City Council. However, at the September 6, 2017 Prosperity & Livability Committee Meeting, Karen Neill did provide a presentation on the proposed position and at that time, the Prosperity & Livability Committee members offered unanimous support for the proposed position and recognized the benefit.

The meeting adjourned at 9:30 a.m.

Respectfully Submitted,

Lisa B. Vierling, MMC
City Clerk

Jason Ewing, Chair



FINANCE COMMITTEE

Chaired by Council Member J. Davis

Members: J. Davis, Alexander, C. Davis, and Hill

November 1, 2017 – 4:00 P.M.

3rd FLOOR CONFERENCE ROOM

MINUTES

Present:

Committee Chairman Jim Davis and Committee Members Latimer Alexander, Cynthia Davis, and Alyce Hill

Staff Present:

Randy McCaslin, Deputy City Manager; Eric Olmedo, Budget & Administrative Manager; Jeff Moore, Director of Financial Services; Jeron Hollis, Communications & Public Engagement Director; David Briggs, Theatre Director; Tommy Reid, Fire Chief; Mark McDonald, Director of Transportation; Lee Tillery, Director of Parks & Recreation; Lisa Vierling, City Clerk

News Media:

Pat Kimbrough, *High Point Enterprise*

Chairman J. Davis called the meeting to order at 4:00 p.m.

Chairman J. Davis advised that Committee Member Alexander has requested that action for these matters on today's agenda be done with one motion.

Chairman J. Davis concurred, but asked the following questions:

*The first question was in regards to the **Lease Amendment- High Point Theatre/International Market Center- HVAC**. He noted there were questions about the HVAC system at IMC when he first got on Council and asked if the \$90,000 figure was for the actual cost or if it was an estimate. David Briggs, Theatre Director, explained that four years ago he pulled together numbers from*

IMC in an effort to determine the average usage on a monthly basis, which would enable staff to keep the cost manageable and budget better. He reported that IMC provides preventative maintenance on the HVAC system and has recently installed a chiller that is designated to serve the Theatre area. He noted that it is still not metered and probably will never be metered.

Chairman J. Davis asked how this compares with the Library. Randy McCaslin, Deputy City Manager, stated staff could look at the numbers, but a comparison has never been made. He further stated that the increase is due to the installation of the chiller. Mr. Briggs pointed out this is the first increase in four years.

The second question Chairman J. Davis posed was in regards to the **Community Gardens** matter. He asked for clarification that the \$17,000 would go towards one-third of the salary for this position. He also asked who would hire the employee and if it would be an employee of Guilford County. Mr. McCaslin confirmed that it would be an employee of the Agriculture Extension Agency, which is a State agency. He confirmed that the salary would be split three ways between the City of Greensboro, Guilford County, and the City of High Point and noted that both Greensboro and Guilford County have signed off on the position and they are committed to spending at least two days per week in High Point. The employee will be hired by the Agricultural Extension Office, which is a State agency.

170372 Lease Amendment - High Point Theatre/International Market Center - HVAC
Council is requested to approve an amendment to the original lease agreement between the High Point Theatre and the International Market Centers for the HVAC usage by the Theatre.

Motion by Chairman J. Davis, seconded by Committee Member Alexander to forward this matter to the City Council with a favorable recommendation. The motion carried unanimously. [4-0 vote]

170373 Budget Ordinance Amendment - Fire Truck Insurance Proceeds
Council is requested to adopt an ordinance amending the 2017-2018 City of High Point Budget Ordinance to appropriate funds in the amount of \$138,859 for insurance proceeds received for repair of a fire truck damaged in an accident.

Motion by Chairman J. Davis, seconded by Committee Member Alexander to forward this matter to the City Council with a favorable recommendation. The motion carried unanimously. [4-0 vote]

170374 Budget Ordinance Amendment - Governor's Crime Commission Grant
Council is requested to adopt an ordinance amending the 2017-2018 City of High Point Budget Ordinance to appropriate funds in the amount of \$35,332

received from for the Gang Prevention and Intervention from the Byrne Justice Assistants Grants via the North Carolina Governor's Crime Commission.

Motion by Chairman J. Davis, seconded by Committee Member Alexander to forward this matter to the City Council with a favorable recommendation. The motion carried unanimously. [4-0 vote]

170375

Budget Ordinance Amendment - Community Gardens

Council is requested to adopt an ordinance amending the 2017-2018 City of High Point Budget Ordinance to appropriate funds in the amount of \$37,289 for a Community Gardens Program and a Community Garden Coordinator position as recommended by the Prosperity & Livability Committee at the August 2, 2017 meeting.

Motion by Chairman J. Davis, seconded by Committee Member Alexander to forward this matter to the City Council with a favorable recommendation. The motion carried unanimously. [4-0 vote]

170376

Budget Ordinance Amendment- Johnson Street Sports Complex

Council is requested to adopt an ordinance amending the 2017-2018 City of High Point Budget Ordinance to appropriate funds in the amount of \$40,000 received from the Declan Donoghue Foundation for replacement playground equipment at the Johnson Street Sports Complex.

Motion by Chairman J. Davis, seconded by Committee Member Alexander to forward this matter to the City Council with a favorable recommendation. The motion carried unanimously. [4-0 vote]

170377

Resolution - Agreement - NCDOT - Furniture Market Transportation Grant

Council is requested to adopt a Resolution authorizing the City Manager to enter into an agreement with the North Carolina Department of Transportation (NCDOT) to execute all agreements and contracts in connection with the transportation activities for the biennial Furniture Market.

Motion by Chairman J. Davis, seconded by Committee Member Alexander to forward this matter to the City Council with a favorable recommendation. The motion carried unanimously. [4-0 vote]

170378 High Point MPO - Pedestrian Plan for City of Archdale

The High Point Metropolitan Planning Organization (MPO) is requesting that Council approve a contract with Alta Planning and Design in the amount of \$104,236 to develop a pedestrian plan for the City of Archdale.

Motion by Chairman J. Davis, seconded by Committee Member Alexander to forward this matter to the City Council with a favorable recommendation. The motion carried unanimously. [4-0 vote]

170379 Contract - Traffic Signal Poles and Mast Arms

Council is requested to award contract in the amount of \$104,236.00 for the purchase of traffic signal poles and mast arms assemblies from Atlantic Technical Sales for installation at the intersections of 1) North Main Street and Lexington Avenue, and 2) North Centennial Street and Montlieu Avenue.

Motion by Chairman J. Davis, seconded by Committee Member Alexander to forward this matter to the City Council with a favorable recommendation. The motion carried unanimously. [4-0 vote]

Respectfully Submitted,

Lisa B. Vierling, MMC
City Clerk

Jim Davis, Chair

CITY OF HIGH POINT

AGENDA ITEM



Title: Interlocal Agreement to establish a Community Garden Coordinator with the NC State Cooperative Extension in Guilford County

From: Michael E. McNair, Director

Meeting Date: November 6, 2017

Public Hearing: N/A

Advertising Date: N/A

Advertised By: N/A

Attachments: Interlocal Agreement with the City of Greensboro and Guilford County

PURPOSE:

To help fund a position that will coordinate community, school, and shared garden spaces located on public and private lands in Guilford County.

BACKGROUND:

During its regularly scheduled meeting on September 6, 2017, the Prosperity and Livability Committee (P&LC) received a proposal from the County Extension Director of the NC State Cooperative Extension in Guilford County to participate in an interlocal agreement with the City of Greensboro and Guilford County. The agreement would establish a Community Garden Coordinator that would facilitate the growth of shared gardening opportunities throughout the county, ensure that governmental agencies are collaborating on the creation and upkeep of garden spaces, and provide streamlined customer service and education to those involved in or seeking to get involved in gardening. The position will be housed at and administered by the NC State Cooperative Extension in Guilford County.

BUDGET IMPACT:

The City's share in the agreement will be \$17,289 annually.

RECOMMENDATION / ACTION REQUESTED:

The Community Development and Housing Department recommends approval of the Interlocal Agreement with the NC State Cooperative Extension in Guilford County and that the appropriate City official and/or employee be authorized to execute all necessary documents.

**RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY
OF HIGH POINT, THE CITY OF GREENSBORO, AND THE COUNTY OF GUILFORD
TO PROVIDE FOR A SHARED ASSISTANT AGENT POSITION FOR THE PUPOSE
OF PROVIDING JOINT INTERGOVERNMENTAL COORDINATION OF
COMMUNITY AND SCHOOL GARDENS**

WHEREAS, pursuant to the provisions of Section 160A-461 of the General Statutes of North Carolina, the City of High Point (“City”) is authorized to enter into interlocal agreements with other units of local government and local political subdivisions in order to execute any undertaking; and

WHEREAS, the City of Greensboro, North Carolina (“Greensboro”) is a municipal body politic and corporate in the State of North Carolina, and

WHEREAS, Guilford County, North Carolina (“County”) is a body politic and corporate in the State of North Carolina, established and regulated by Chapter 98 of the Public Local and Private Laws of 1941, as amended by Chapter 793 of the 1969 Session Laws of Chapter 594 of the 1985 Session Laws, and

WHEREAS, the City, Greensboro, and the County (collectively referred to as “Parties”) share the need for citizen education concerning natural resources and urban conservation issues and desire to work closely on common issues to make efficient use of educational efforts; and

WHEREAS, the Parties desire to enter into an interlocal agreement for the purpose of creating a fulltime position for an Assistant Agent to facilitate the growth of shared gardening opportunities throughout Guilford County and ensure that the Parties are collaborating on the creation and upkeep of community, school and shared gardens spaces located on public and private lands in Guilford County.

THEREFORE, BE IT RESOLVED by the High Point City Council, that the Mayor is hereby authorized to execute the Interlocal Agreement between the City of High Point, the City of Greensboro, and the County of Guilford to provide for a shared position for the purpose of the creation of a fulltime Assistant Agent position to provide for joint intergovernmental coordination of community and school gardens in Guilford County.

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Adopted this the 6th day of November 2017.

Lisa B. Vierling
High Point City Clerk

William S. Bencini, Jr., Mayor

CITY OF HIGH POINT

AGENDA ITEM



Title: Ordinance to Demolish –1207 Vernon

From: Michael McNair, Director
Community Development & Housing

Meeting Date: 10/2/17

Public Hearing: No

Advertising Date:

Advertised By:

Attachments:

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

PURPOSE:

A request by Community Development and Housing – Local Codes Section to adopt an ordinance ordering the inspector to demolish the dwelling at 1207 Vernon Pl,

BACKGROUND:

After a Complaint and Notice of Hearing was issued and a hearing held, an Order to Repair or Demolish was issued on 1/30/17. No action occurred by the compliance date of 3/3/17. The necessary repairs to the dwelling exceed its current tax value and the demolition is warranted.

BUDGET IMPACT:

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

RECOMMENDATION / ACTION REQUESTED:

Staff recommends the adoption of the requested ordinance to demolish this single family dwelling.

PENDING ACTION:

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

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

ORDINANCE

REQUEST: Ordinance to Demolish

PROPERTY

ADDRESS: 1207 Vernon Pl.

OWNER:

Dennis W. Wall (purchased 2/9/17)
(Lis Pendens recorded 11/28/16)

FIRST

INSPECTION:

8/29/16

Summary of Major Violations

1. Repair or replace loose siding
2. Repair or replace roof
3. Replace missing plumbing fixtures
4. Repair or replace floor covering throughout
5. Repair ceiling damage throughout

HEARING

RESULTS:

1/30/17

No one appeared for the Hearing. During the Hearing it was determined there are several violations of the Minimum Housing Code. There are multiple violations of the minimum housing code in the house that make it unsafe. In its present state, necessary repairs to the dwelling exceed 50% of the value of the structure.

ORDER(S)

ISSUED:

1/30/17

Order to Repair or Demolish
Date of Compliance 3/3/17

APPEALS:

No appeals to date.

OWNER

ACTIONS:

None

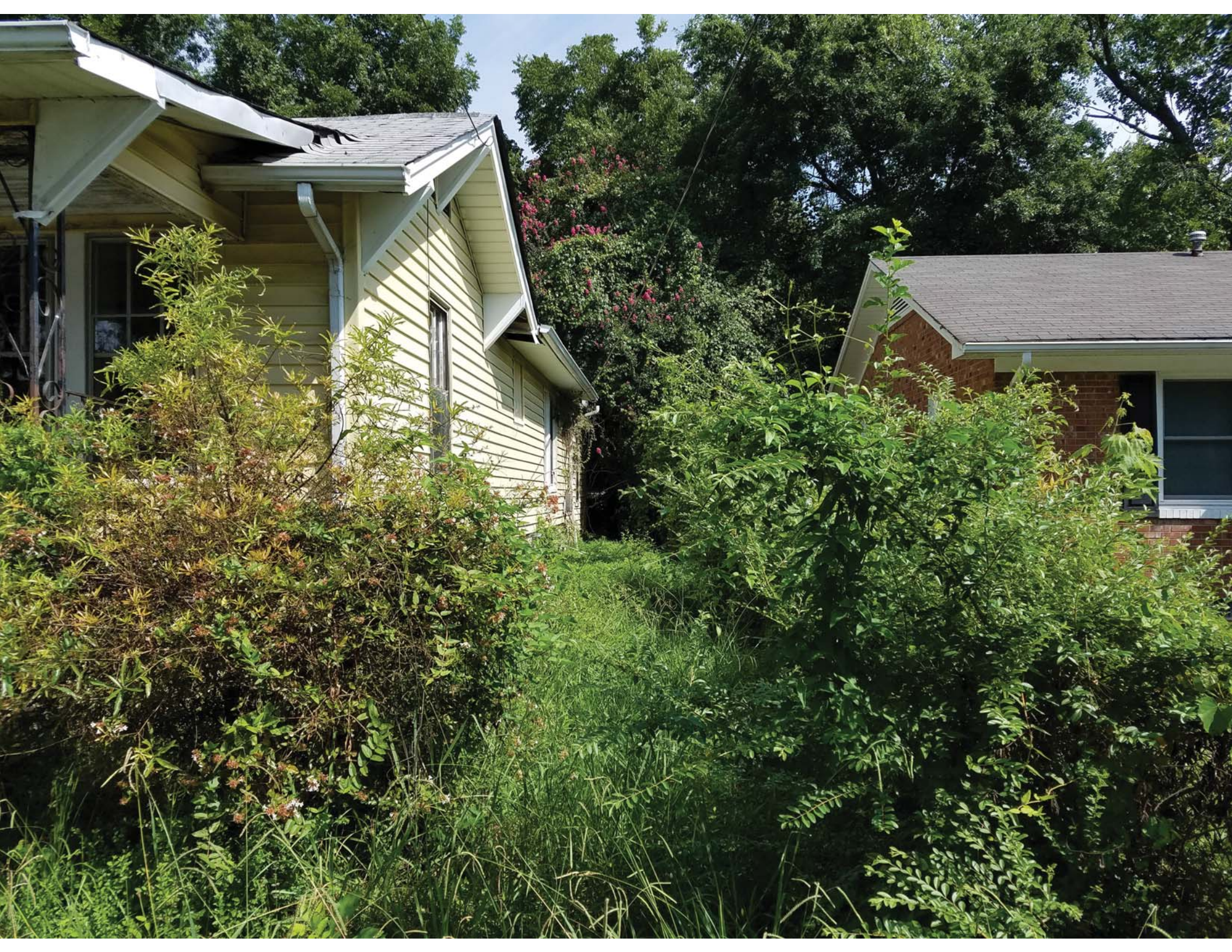
ADDITIONAL:

Original owner, Annette Johnson was served the Hearing Notice and the Order to Repair or Demolish Notice. The property was purchased by Mr. Wall on 2/9/17. A Lis Pendens was recorded on 11/28/16. Mr. Wall contacted the inspector on 2/1/17 stating he may purchase the property, they went over the violations at the property. Mr. Wall then contacted the inspector on 3/7/17 advising that he did purchase and planned to start repairs after completing another house in late March. Mr. Wall applied for a permit on 5/9/17 and it was issued on 6/12/17. No inspections have been requested as of today's date, 9/25/17. Mr. Wall did sign an affidavit stating he plans to live in this house for a year after repairs are completed.











Community Housing, Neighborhood Development and Public Safety Committee

Chaired by Council Member Golden

Committee Members: Golden, Alexander, Ewing, and Williams

October 3, 2017 – 10:00 a.m.

3rd Floor Lobby Conference Room

Minutes

Present:

Jeff Golden, Chairman

Committee Members Latimer Alexander, Jason Ewing and Chris Williams

Staff Present:

Randy McCaslin, Deputy City Manager; Randy Hemann, Assistant City Manager; Kenneth Steele, Assistant Police Chief; Mike McNair, Director of Community Development & Housing; Michelle McNair, Community Outreach Coordinator, Alisha Doulen, Community Outreach Specialist; Lauren Atwell-Bass, Community Outreach Specialist; Lori Loosemore, Local Codes Enforcement Supervisor; Richard Fuqua, Affordable Housing Manager; Tom Tricot, GIS Manager; Ben Wagener, Community Development Intern; Lisa Vierling, City Clerk

Others Present:

Sofia Crisp, Housing Consultants Group (Operation Inasmuch)

News Media:

Pat Kimbrough, *High Point Enterprise*

Note: The following handouts were distributed at the meeting and will be attached as a permanent part of these proceedings.

- ✓ Presentation: Properties in the Top 10% of Crime or Disorder Problems
- ✓ UNC School of Government: Community & Economic Bulletin- "Residential Rental Inspections, Permits and Registration: Changes for 2017"

- ✓ Proposed 2017-18 Contract with Housing Consultants Group
- ✓ Consolidated Annual Performance Evaluation Report (CAPER)
- ✓ Operation Inasmuch Update- Macedonia/Pershing Neighborhoods
- ✓ Update- Southside Pedestrian Bridge

Presentation- Actions for Top 10% of residential properties for crime and disorder

Mike McNair, Director of Community Development and Housing, shared information regarding the state statutes that have recently changed regarding inspection permits and registration. These statutes now permit jurisdictions to take some special actions in the top 10% property areas with crime and disorder. According to an analysis done by the police department on residential crimes in High Point from October 1, 2016 through September 2017, 509 residential crimes of a particular nature were identified and considered serious. Out of those 509 residential crimes, the top 10% yielded 44 with unique addresses. Major Ken Steele explained these were crime incidents where the crimes actually occurred.

Mr. McNair advised that for the properties identified in the top 10%, the statutes allow a jurisdiction to require landlords to:

- Submit to an inspection,
- Obtain a permit from the city to rent, or lease units, or
- Register the units to be rented
- In the case of a multi-family complex, this would apply to all units on the property.
- Pay a fee of \$500 on properties with crime and disorder problems annually.

He reviewed the following additional procedural requirements:

1. For properties that fall within the top 10%, the landlord must be notified of any crimes, disorders, or other violations that will be counted against the property.
2. The landlord must be given an opportunity to attempt to correct the problems.
3. Law enforcement personnel from the jurisdiction must assist the landlord in addressing any criminal activity, which may include testifying in court in a summary ejectment action or other matter to aid in evicting a tenant who has been charged with a crime. If the jurisdiction's law enforcement department "does not cooperate in evicting a tenant," presumably by failing to provide written or verbal testimony in eviction proceedings, the tenant's behavior or activity at issue "shall not be counted as a crime or disorder problem as set forth in the local ordinance."

Committee Member Alexander asked about situations where the utilities are in the landlord's name and collects directly from the tenant. Mr. McNair advised that the landlord would be held accountable, not the tenant. Mr. McNair explained that according to the statute, a landlord can be required to submit to an inspection by either doing a permit or using a registration method. In the case of multi-family, it can be the entire property, not the units of the entire property. The statutes also allow a fee to be charged.

Randy Hemann, Assistant City Manager, felt like there would be some pushback in implementing a registration program, but it would be hard to pushback with these kinds of statistics and zeroing in on the top 10%. Committee Member Williams felt the point that the city is trying to do something to help address crime in the top 10% of the most troubled addresses in the city was important, but the efforts have to be repeated and consistent.

Committee Member Alexander asked how the city would deal with those people who feel like they are being targeted. Chairman Golden stated these people are being targeted because of the crimes that have been committed in these troubled areas and they can share the reason they are being targeted. He questioned how the public housing aspect of this would be handled where some of these crimes may occur, such as the Housing Authority. Major Steele explained that the Housing Authority works with the Police Department to handle any issues in these housing communities.

Mr. McCaslin felt clarification was necessary regarding the numbers to bring attention to the magnitude of the problem. Tom Tricot, GIS Manager, explained that according to his research, the top 12% would be 119 out of 509, which brings it to the top 50. Out of those, 440 unique addresses had these crimes associated with the 440, with 50 of them having had at least two crimes at the same location. Out of those 50, there were 100 total crimes.

Committee Member Alexander asked about the rights of the property owners when the tenants are engaged in criminal activities even though the lease says they can't be, and the property owners are totally oblivious to these things taking place. Major Steele explained the Police Department does something very similar with the liquor house problems and if they get repeated instances, they will contact the landlord to let them know what is going on at their house. This sometimes prompts them to go in and deal with the issues. Committee Member Alexander asked if the Police Department was already in contact with the landlords of these 44 properties. Major Steele explained there would be some contact if some of them fall into the liquor house issues.

Committee Member Alexander asked if staff had explored the voluntary compliance aspect of this and suggested that the city reach out to the landlords to seek their assistance with these tenants that they rent to that are committing crimes. Committee Member Ewing noted the city would not step in until the landlord decides to sit silently. Committee Member Williams mentioned that neighborhood association groups have reached out to the landlords and sent letters. He pointed out it was not always the same people committing the crimes, but the fact that the landlord just does not do background checks for those they rent to.

Committee Member Alexander asked how the 44 houses get off the list. Mr. McNair explained that they stay on the list for a full year and the list would be updated annually. Mr. Hemann noted the landlord's incentive is to keep the property clean, so he does get off the list and does not have to pay the fee for it to be effective. Committee Member Alexander expressed concerns about the property owners that are only looking for collecting rent month to month and not paying attention to what is going on with the properties they own and the people they have living in them.

To mitigate Committee Member Alexander's concerns, Committee Member Ewing asked if there might be any way to generate the list of offenders and have the landlords contact the city as a part of their screening process for potential tenants. Mr. McNair felt this could be done with the

landlords. Committee Member Williams felt something needs to be in place that would make the landlords do a better job in renting/leasing their properties.

Chairman Golden admitted that he could see some property rights issues coming out of this and pointed out there is currently no deterrent because there is nothing in place that would allow the city to assess a fine for offenses. He realized that it is all about vetting people that the landlords lease/rent to.

Should the city implement this program, Mr. McCaslin asked if these houses would be inspected to meet the minimum housing code and Mr. McNair replied that they would. Mr. McCaslin then asked if this program would be beneficial from the police department's standpoint. Major Steele agreed that it would require more work, but he felt it would be successful citing the success of a similar program the police department has implemented for the liquor house issues.

Committee Member Alexander suggested that staff move forward and put together a program to be brought back for consideration. He also suggested that staff send a letter to the 44 property owners that have been identified on this initial list to let them know that the Council is considering implementing the program. Mr. McNair pointed out a public hearing would be required as part of the process for implementing a program such as this. Mr. McCaslin suggested putting these property owners on notice could only be helpful, whether or not the program is actually implemented.

Chairman Golden suggested that staff take some of these concerns that were voiced and get some of the questions answered. He liked the idea about notifying these property owners to let them know that they could be targeted if the program is implemented.

Committee Member Alexander suggested going beyond the 10% and sending notifications to the 12% that are on the list since that information was already available. Assistant City Manager Randy Hemann advised that the statutes would not allow to expand it past the 10% and Committee Member Alexander noted that although the city could not enforce the program on them, it would be helpful to let them know that they are close to being in the program.

Mr. McNair advised that he would move forward and bring something back for further discussion at the next committee meeting.

Discussion- Contract for Housing Consultant Group to develop in Southside

Richard Fuqua, Affordable Housing Manager, provided a brief overview of the proposed 2017-2018 contract with Housing Consultants Group to build homes in the southside area. The City of High Point is proposing to establish a contract with Housing Consultant Group (HCG) to build additional homes in the Southside area. HCG has partnered with the city for the past four years by providing the following:

- Homebuyer Education classes for the past four years;
- Individual Development Account classes for the past three years;
- Real estate brokerage services for Southside homes;
- Operation Inasmuch since 2016; and

In addition, the city has been talking with HCG about becoming a CHDO, a Community Housing Development Organization to further the city's goal to build more affordable housing. The city has enjoyed partnerships with two CHDOs in the past: Habitat for Humanity and Community Housing Solutions (CHS).

HCG is proposing to build two new homes on lots at 800 George Place and 802 George Place in the Southside area in partnership with Cassell Builders. Construction of these homes will begin sometime in November 2017 and the homes would be completed within a one-year period. HCG has secured construction financing from Pinnacle Bank, and they are asking that the City of High Point serve in the gap role by providing \$25,000 per property.

Mr. Fuqua shared a map of the Southside area identifying homes that have been completed, properties under contract by CHS, homes under construction by CHS, properties owned by the city, and the two properties on George Place that are part of the proposed contract with HCG. He then shared some of the housing design options that have been chosen by HCG and Cassell Builders. As part of the contract, HCG will pre-sell these houses and the buyer will be given the opportunity to choose the floor plan.

Mr. Fuqua advised the next step would be to prepare a contract for execution. The proposed contract does not meet the threshold amounts in the statutes, so it will not require approval by Council.

Review of Annual CAPER

Mike McNair, Director of Community Development & Housing, advised that the CAPER (Consolidated Annual Performance and Evaluation Report) is required by HUD. The CAPER looks back on the previous fiscal year and summarizes the progress the city made in carrying out what goals and objectives were met from the Annual Action Plan.

He then shared some of the various funding sources that were available this year (i.e. General Fund, NSP Program Income, DOJ (Harmony House), VITA, NCHFA, Section 108, CDBG, CDBG Program Income, HOME, HOME Program Income. Regarding the One-Year Strategic Plan, Mr. McNair explained that the Emergency & Urgent Repair ended up being over the estimated amount because more houses were built than anticipated due to tapping into the Core City Redevelopment funds.

Mr. McNair shared some of the activities that are currently on going (i.e. Green Street demolition, OIAM- Burns Hill, Kirkwood Crossing apartments, Homebuyer Education Class, Southside Pedestrian Bridge, etc....). Approximately 81 applications have been received for participation in the Core-City Homebuyer Incentive Program. During an 11-year period, approximately 4,778 returns have been processed through the Volunteer Income Tax Assistance (VITA) program resulting in a total of \$5.7 million in federal refunds, \$2.4 million in earned income tax credits, and \$100,000 in child tax credits for residents that qualified for this assistance. He reviewed the Budget Summary and advised that the actions taken regarding Affirmatively Furthering Fair Housing Choice (AFFH) have been reported to HUD.

The CAPER was submitted to HUD on September 28, 2017 with a public comment period that was set aside the first of September, which was completed and reviewed by the Citizens Advisory Council.

Following Mr. McNair's presentation, Council Member Ewing shared that he has heard some very positive comments recently that the Homebuyer Education Class has been very beneficial.

There were no additional comments/questions.

OIAM Update

Richard Fuqua, Affordable Housing Manager, reported that the City Council approved a contract a couple months ago for the next Operation Inasmuch (OIAM) events. The next OIAM event will happen on October 21st in the Macedonia and Pershing Street neighborhoods. In anticipation and preparation, communications have gone out to the homeowners which consisted of 93 letters to property owners. Additionally, the Pershing Neighborhood Association plans to go out and canvass door-to-door to ensure that everybody understands that this event will be happening in their neighborhood and inform them of the opportunity to get their house repaired. Housing Consultant Group (HCG) has been working on pulling together volunteers, making assessments of the repairs needed and doing the write-ups for those repairs.

Mr. Fuqua advised that the meeting location for the OIAM event would be at the Gethsemane Baptist Church on Wise Street. Volunteers will gather at the church, have breakfast, have a kick-off for the event, then disperse to the various locations to do the work. Approximately sixteen volunteer groups will participate. Sixteen homeowners have submitted applications that have been vetted as eligible. Mr. Fuqua anticipates being able to make repairs to all of the sixteen homes, and explained that if there are not adequate volunteers to do this, then the city could address their needs through some of the other programs offered. Additionally, churches have been identified that are willing to provide volunteers to do repairs at other times that are not necessarily tied to the OIAM dates.

Committee Member Williams inquired about the number of homes that were repaired in the Southside area. Mr. Fuqua advised that 11 homes were repaired in the Southside area; 12 in East Central; and 21 in Highland Mills.

Update- Southside Pedestrian Bridge Project

Mike McNair, Director of Community Development & Housing, provided an update on the Southside Pedestrian Bridge Project. He reported that the bid was awarded in June and came in \$35,000 below the estimate. The contractor is currently on-site and has started. The contractor plans on building a construction path in order to put the bridge in. Discussions have taken place about the possibility of keeping the pathway.

Discussion followed regarding the pathway and what type of surface would be used, and if the \$35,000 overrun could be used for resurfacing the pathway. Mr. McNair advised that the choice of surface would be left up to the Parks & Recreation Department since they would be responsible for maintaining the pathway. Deputy City Manager Randy McCaslin advised that since the money is in the budget for the project, he saw no reason why it could not be used to improve the pathway.

Committee Member Alexander asked about security lighting in the area once the pedestrian bridge is installed. Mr. McNair advised that those details are currently being worked on and noted that staff has had some preliminary discussions with the Electric Department to make sure electricity is available for the lighting. Committee Member Alexander felt the lighting would be needed for safety reasons for those using it, to deter any criminal activity, and to encourage people to use the bridge. Chairman Golden agreed and felt the city did not need to create an environment that might encourage illegal/criminal activity.

Picketing/Demonstrations

Chairman Golden advised that both he and Committee Member Williams have been questioned by citizens since this topic was last discussed and several felt this would be an infringement on their rights. He pointed out this topic has become a campaign issue and asked staff to revisit it soon.

Raising Awareness for Happenings in High Point

Committee Member Alexander shared that he received a phone call from an ex-elected official knocking the city for not doing anything in the area of affordable housing. He explained that he shared all the things that the city has been doing and all the affordable housing units that have been built, but this person was completely unaware of what was going on. He felt there is a broad aspect of the community that really does not realize how active and effective the Council or the entire city team has been. He suggested that Mr. McNair reach out to the NAACP in an effort to get on their monthly meeting agenda and make a presentation of the accomplishments over the last 36-months. He also suggested that staff from other departments also reach out to some of the larger churches to make presentations and stressed the importance of staff getting out in the public to share what is going on and to show the public where they can get involved. Committee Member Williams felt this was a good idea and noted that staff has been making some presentations at the neighborhood association meetings. He suggested, too, that presentations could be made at some of the town hall meetings that various council members have.

Committee Member Alexander suggested that the presentations before these groups be recorded and played back on the city's cable channels to reach an even wider audience.

There being no further discussion, the meeting adjourned at 11:00 a.m. upon motion duly made and seconded.

Respectfully Submitted,

Lisa B. Vierling, MMC
City Clerk

Jeff Golden, Chair



November 6, 2017

To: Randy McCaslin, Deputy City Manager

From: Michael E. McNair, Director of Community Development & Housing

Subject: Code Enforcement Activity Report for October 2017

This report serves to summarize Code Enforcement activity for the month of October 2017. Staff processed 42 new minimum housing complaints (291 active minimum housing cases); 72 new public nuisance complaints (130 active public nuisance cases) and collected 165 signs during the month of October. Additionally:

- The backlog of minimum housing cases from the old system continue to drop from 270 (from May 2016) to 24 for October.
- In addition to the 165 signs collected during regular business hours, staff collected 133 more signs on Saturday, October 21. That Saturday, inspectors observed as many as 14 signs from 1 business in larger intersections. One of the enclosed pictures shows the posting of signs on city street signs; a Notice of Violation was issued to that business. If there is reoccurrence, the next sign in violation may result in a civil penalty.
- Staff continue to address businesses that are not storing vehicles in accordance with the Development Ordinance. Gaining compliance has been slow as owners are citing financial hardship from having to fence and/or screen vehicles. However, we are working with owners that are requesting an extension of time. Civil penalties will be issued if needed to encourage compliance.

Interviews for the vacant Local Codes Enforcement Officer position are expected to take place over the next few weeks. Please see the attachments containing a table summarizing detailed activity and sample pictures.

<u>Local Codes Enforcement Montly Activity</u>					
		<u>17-Jul</u>	<u>Aug-17</u>	<u>17-Sep</u>	<u>Oct-17</u>
1. Minimum Housing Cases					
	a. Minimum Housing Complaints	49	48	39	42
	b. Active Minimum Housing Cases	272	263	273	291
	c. Active Backlog Cases (270 original)	50	41	33	24
	d. Cases Taken Before City Council				
	i. For Demolition	3	3	5	2
	e. City Demolished Houses	1	3	1	0
2. Public Nuisance Cases					
	a. Public Nuisance Complaints (includes unsecured dwellings)	178	122	72	72
	b. Active Public Nuisance Cases	235	145	181	130
	c. City abated PN Cases	97	75	92	43
	d. Owner abated PN Cases	158	172	108	102
3. Zoning					
	a. Zoning Complaints (Vehicles, Signs, Banners)	22	26	15	23
	b. Signs collected *	175	79	262	165









**CITY OF HIGH POINT
CODE ENFORCEMENT
VIOLATION NOTICE**

☒ HIGH GRASS/WEEDS	☐ POOLING OF STANDING WATER
☐ TRASH/BOARDS/TREES	☐ APPLIANCES/UNITING
☐ SECURE ENCLLOSING	☐ UNDESIRABLE/FALLEN TREES
☐ BUILDING MATERIALS/DEBRIS	

COMPLIANCE DATE: 9-18-17
CODE OFFICER: J. LeBeau NUMBER: 336-893-4137



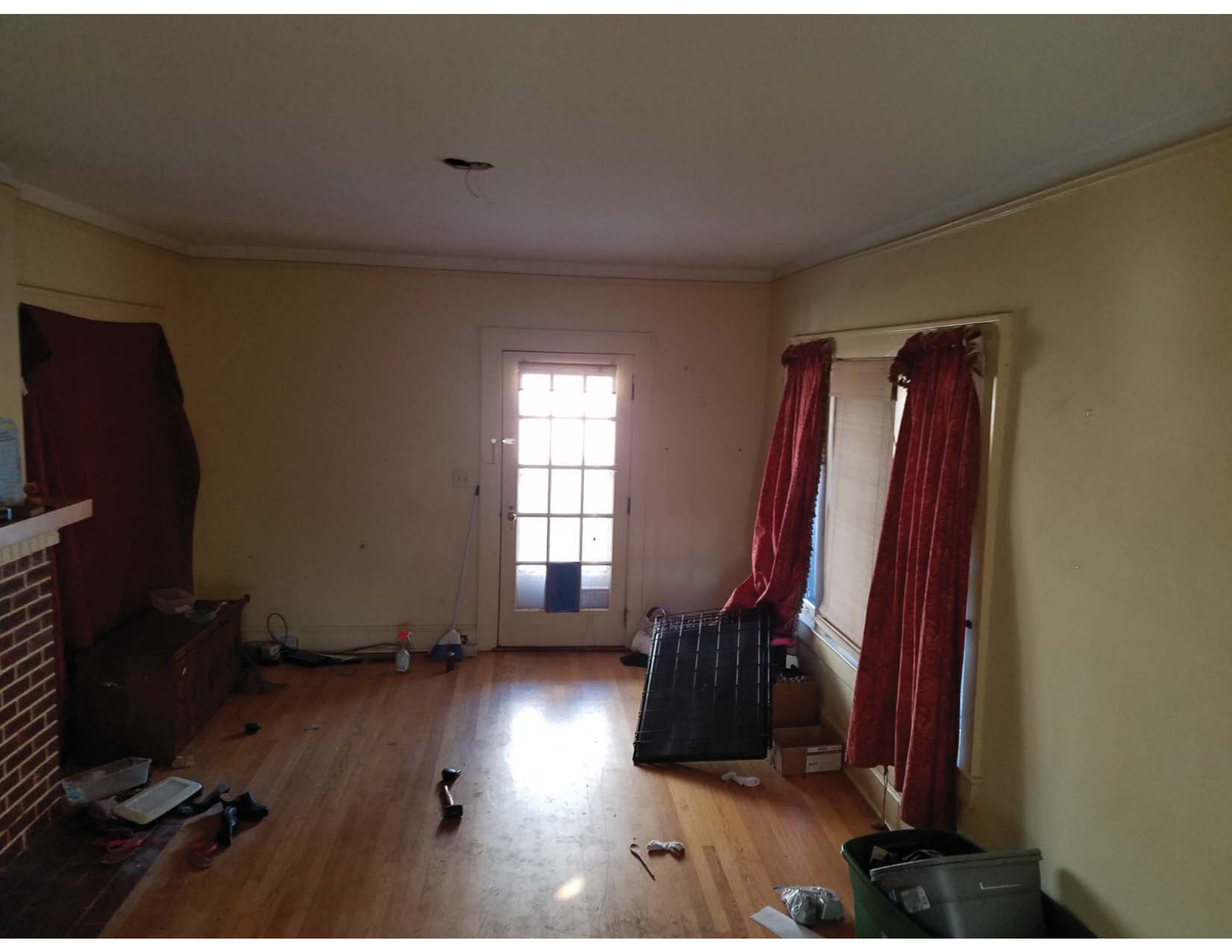






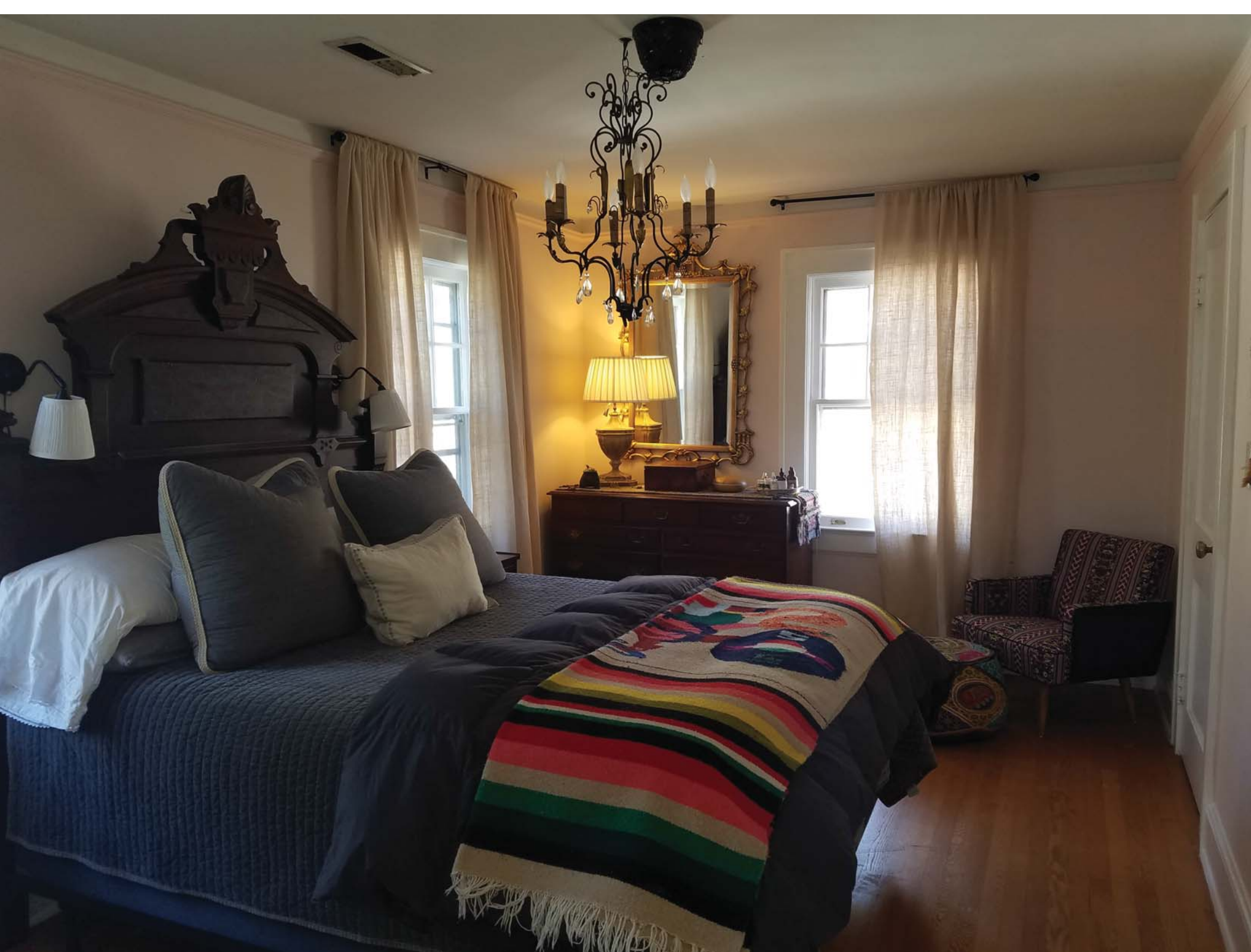
















ENERGYGUIDE

Estimated Yearly Operating Cost
\$172

Efficiency Rating
158

Rinnai

CITY OF HIGH POINT

AGENDA ITEM



Title: Annexation Case 17-10
The Presbyterian Homes, Inc.

From: Lee Burnette, Planning & Development
Director

Public Hearing: Yes

Meeting Date: November 6, 2017

Advertising Date: October 27, 2017

Advertised By: Planning & Development
Department

Attachments: A. Staff Report
B. Map
C. Annexation Ordinance of Adoption

PURPOSE:

A request by The Presbyterian Homes, Inc. to consider a voluntary contiguous annexation of approximately 12.8 acres lying north of the intersection of Sandy Ridge Road and Johnson Street. The property also known as Guilford County Tax Parcels 0171322 and 0171330.

BACKGROUND:

Staff report and recommendation is enclosed.

BUDGET IMPACT:

There is no budget impact.

RECOMMENDATION / ACTION REQUESTED:

Staff recommends approval of Annexation Case 17-10.

**CITY OF HIGH POINT
PLANNING AND DEVELOPMENT DEPARTMENT**

**STAFF REPORT
ANNEXATION 17-10
November 6, 2017**

Request	
Applicant: The Presbyterian Homes, Inc.	Owner: The Presbyterian Homes, Inc.
Proposal: Voluntary contiguous annexation	Effective Date: Upon adoption
	Associated Zoning Case: ZA-17-18

Site Information	
Location:	The site is lying north of the intersection of Sandy Ridge Road and Johnson Street.
Tax Parcel Numbers:	Guilford County Tax Parcels 0171322 and 0171330
Site Acreage:	Approximately 12.87 acres
Current Land Use:	Single family detached dwelling and an undeveloped parcel.
Current Fire District:	The High Point Fire Department has contracted with the Colfax Fire Department to provide services to the unincorporated rural area lying south of I-40.
Proposed Development:	Continuing care retirement community.
Proposed Unit Type, Number and Average Value:	Approximately 22 to 25 single family detached dwelling units and a golf course maintenance building are proposed to be developed. The total cost of development improvements is estimated at \$9,473,000.
Proposed Build-out Schedule:	Approximately one year
Proposed City of High Point Council Ward:	The proposed annexation site is adjacent to Ward 5. If approved, the annexation area will be part of Ward 5.
Physical Characteristics:	The property has a gentle to moderately sloping terrain
Water and Sewer Proximity:	A 16-inch and a 12-inch City water line lie adjacent to the site along Sandy Ridge Road. Additionally, a 16-inch and a 24-inch City sewer line run along the western boundary of the River Landings development. Private water and sewer lines tie into the perimeter public lines. These private lines are maintained by the property owner and serve the various tracts of the River Landing development.
General Drainage and Watershed:	The site drains in a western direction and development is subject to the Oak Hollow Lake General Watershed Area (GWA) requirements. Engineered stormwater treatment measures are required for multi-family development with a total impervious surface area greater than 24% of the site, and for single family developments with a gross density of two units per acre or more.

Overlay Districts:	Oak Hollow Lake General Watershed Area (GWA) Airport Overlay Zone 3
---------------------------	--

Adjacent Property Zoning and Current Land Use			
North:	PDR	Planned Development – Periphery District	Continuing care retirement community
South:	CZ-R-5	Conditional Zoning Residential Single Family-5 District	Undeveloped parcels
	PD-P	Planned Development – Periphery District	
East:	CU-AG	Conditional Use Agricultural District	Single family detached dwellings, ambulance facility and undeveloped parcels
	PD-P	Planned Development – Periphery District	
	AG	Agricultural District (<i>Guilford County</i>)	
West:	AG	Agricultural District (<i>Guilford County</i>)	Single family detached dwelling and an undeveloped parcel

Transportation Information			
Adjacent Streets:	Name	Classification	Approx. Frontage
	Sandy Ridge Road	Major Thoroughfare	610 ft.
Vehicular Access:	Via existing River Landing access points (<i>Links Drive and John Knox Drive</i>).		

City Department Comment Summary

Comments were not requested for this proposed annexation due to the fact the site is surrounded by the City’s corporate limits. Annexation petitions for uses within close proximity to existing service areas do not warrant individual department comment.

Details of Proposal

The applicant has requested a voluntary annexation of approximately 12.8 acres to facilitate the expansion of the River Landing continuing care retirement community. The initial phase of this development was annexed into the High Point corporate limits in 1998 and constructed in 2002. During the past decade, there have been several expansions of this retirement community, plus additional annexations of surrounding land for other residential type developments. The site is within the northern part of the City’s Planning Area, which has experienced steady growth from the approval of numerous annexations, totaling more than 1,170 acres, since the 1990s. City services have been established in this area and City service vehicles travel this area daily. Therefore, this annexation petition represents a logical progression of the City’s annexation policy for this area.

Report Preparation

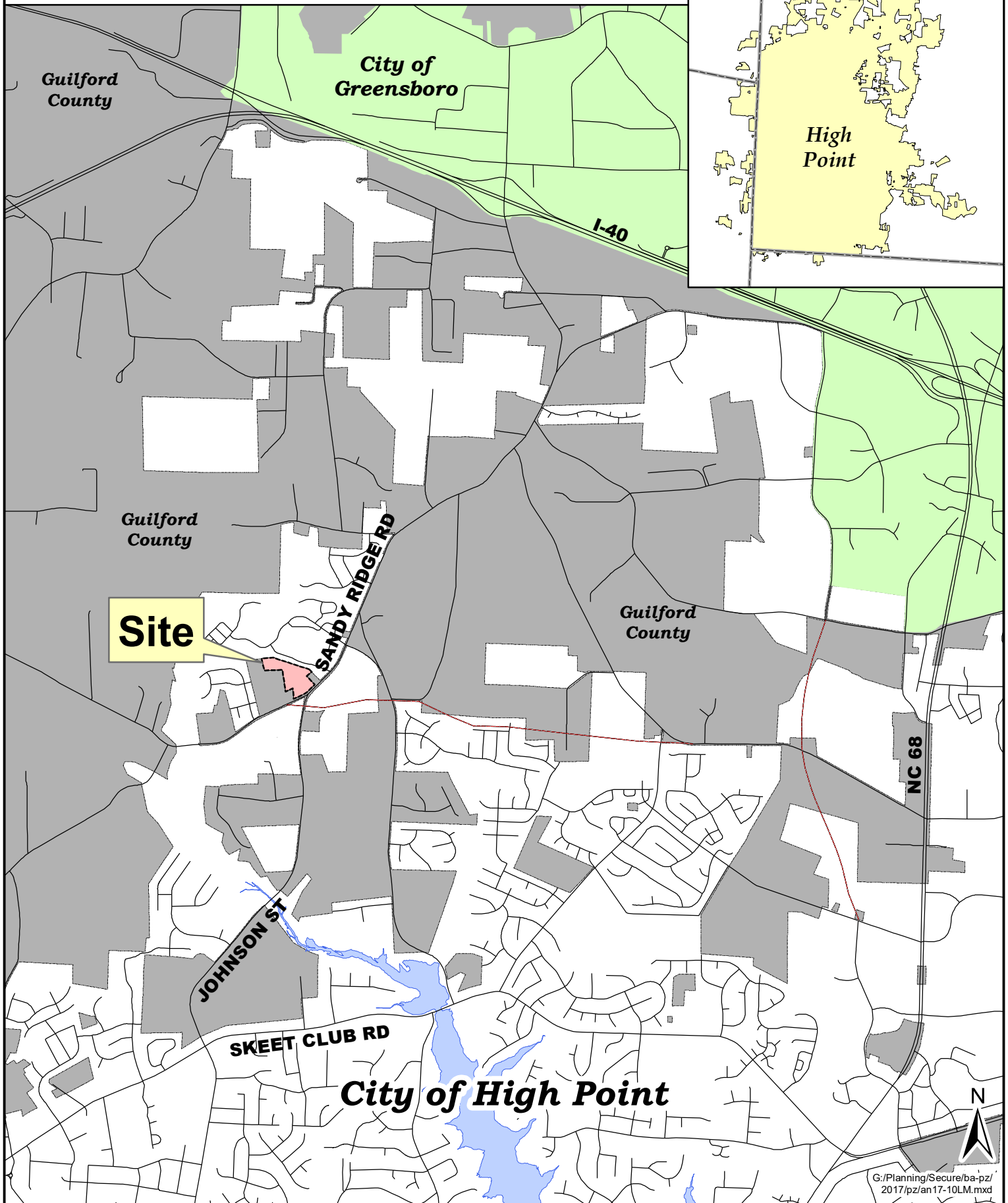
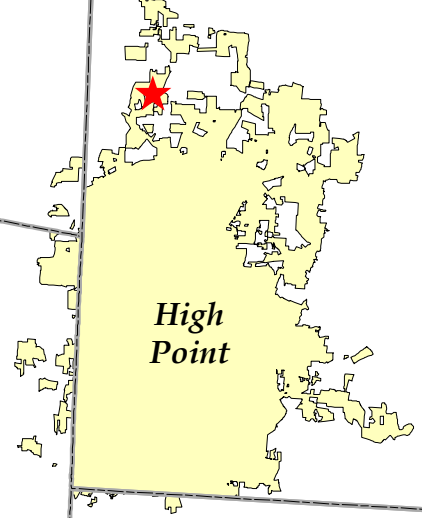
This report was prepared by Planning and Development Department staff member Herbert Shannon Jr. AICP, Senior Planner and reviewed by Robert Robbins AICP, Development Services Administrator and Lee Burnette AICP, Director.

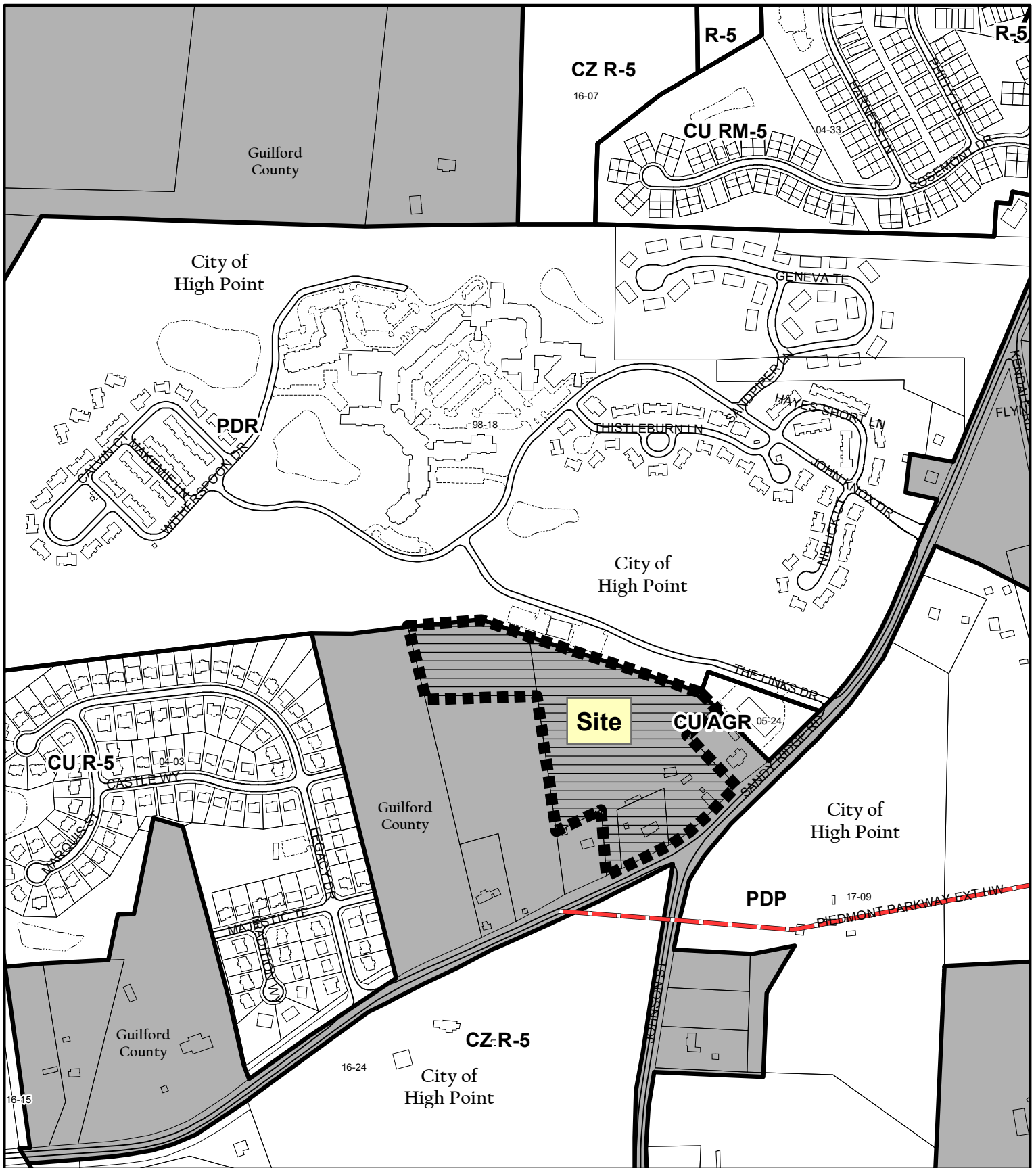
LOCATION MAP

ANNEXATION CASE: ZA-17-18

Applicant: The Presbyterian Homes, Inc.

Vicinity Map





ANNEXATION REQUEST AN-17-10

Applicant: Presbyterian Homes Inc.
Area: 12.87 acres (approximate)

Existing Zoning Boundary —————
Subject Property Boundary - - - - -

**Planning & Development
 Department**

City of High Point

Date: August 15, 2017



Scale: 1"=500'
 G:/Planning/Secure/ba-pz/
 2017/pz/an17-10.mxd

Return to: JoAnne Caryle, City Attorney
City of High Point
P.O. Box 230
High Point, NC 27261
Ordinance No. xxxx / xx-xx

**AN ORDINANCE EXTENDING THE CORPORATE LIMITS OF THE
CITY OF HIGH POINT, NORTH CAROLINA**

WHEREAS, The City of High Point has been petitioned under G.S. 160A-31, as amended, to annex the area described herein; and,

WHEREAS, the City Clerk has investigated the sufficiency of said petition and has certified it to be valid; and

WHEREAS, a public hearing on this annexation was held at the Municipal Building at 5:30 p.m. on the 6th day of November, 2017; and,

WHEREAS, the City of High Point does hereby find as a fact that said petition meets the requirements of G.S. 160A-31 as amended;

**NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF
HIGH POINT, NORTH CAROLINA:**

SECTION 1. By virtue of the authority granted by G.S. 160A-31 as amended, the following described territory is hereby annexed, and made a part of the City of High Point as of **November 6, 2017**.

ANNEXATION DESCRIPTION

The Presbyterian Homes, Inc.

Annexation Case 17-10 (AN-17-10)

Being a 12.871 acre tract of land lying in Deep River Township, Guilford County North Carolina, and being all the land described in deed book 7958 page 118 and deed book 7864 page 1861 and being more particular described as follows:

Beginning at a 1/2-inch iron pipe, in the northern Right of Way of Sandy Ridge Road; thence along said Right of Way the following 8 calls: 1) S 45°15'46" W a distance of 189.74', to a 7/8" iron pipe; 2) S 48°20'45" W a distance of 48.69', to a 3/4" iron pipe; 3) S 53°09'33" W a distance of 55.34', to a 3/4" iron pipe; 4) S 57° 46'18" W a distance of 52.92', to a 3/4" iron pipe; 5) S 05°05'19" E a distance of 17.06', to a new iron pipe; 6) S 65°07'19" W a distance of 200.05', to a 3/4" iron pipe; 7) N 04°53'13" W a distance of 10.81', to a new iron pipe; 8) S 65°01'24" W a distance of 63.92' 1 to a 3/4" iron pipe;

Thence leaving said Right of Way, along the eastern line Steve M. Proco (D.B.7577 Pg. 248), N 04°54'44" W a distance of 253.88', to a 1" iron pipe; thence along the north line of Proco, S 63°29'22" W a distance of 193.68', to a 3/4" iron pipe, in the eastern line of James Cornelius, (D.B.4434 Pg. 1797); thence along said line, N 07°53'54" W a distance of 538.95', to a new iron pipe; thence along the northern line of James Cornelius, S 88°12'24" W a distance of 449.46', to a 3/4" iron pipe; thence with line of Raymond Pierce (D.B. 5863 Pg. 1230), N 13°50'24" W a distance of 295.47', to a 1" iron rod; thence with the southern line Presbyterian Homes Inc. (D.B.4738 Pg. 406), N 83°37'51" E a distance of 240.71', to a 1" iron pipe; thence with said line, S 72°06'24" E a distance of 263.09', to a 5/8" iron pipe; thence with said line, S 72°06'09" E a distance of 695.89', to a 3/4" iron pipe; thence along the western line of Piedmont Triad Ambulance and Rescue Inc, (D.B. 6452 Pg. 1695), S 43°38'09" E a distance of 78.15', to a 3/4" iron pipe; thence along the northern line of James Stafford, (D.B.2217 Pg.333), S 45°27'04" W a distance of 150.26', to a 1/2" iron pipe; thence along the western line of James Stafford, (D.B.2217 Pg.333) S 43°39'38" E a distance of 274.40'; which is the point of beginning, having an area of 560647.11 square feet, 12.871 acres.

Guilford County Tax Parcel ID: 0171322
PIN 7804027508 and 7804021911

Guilford County Tax Parcel ID: 0171330
PIN: 7 804027273

SECTION 2. Upon and after **November 6, 2017** the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of High Point, and shall be entitled to the same privileges and benefits as other parts of the City of High Point. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

SECTION 3. The Mayor of the City of High Point shall cause to be recorded in the Office of the Register of Deeds of Guilford County and in the Office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 above, together with a duly certified copy of this ordinance. Such a map shall also be delivered to the Guilford County Board of Elections, as required by G.S. 163-288.1.

Adopted by City Council,
this the **6th day** of **November, 2017**
Lisa B. Vierling, City Clerk

Office of the Mayor
City of High Point
North Carolina

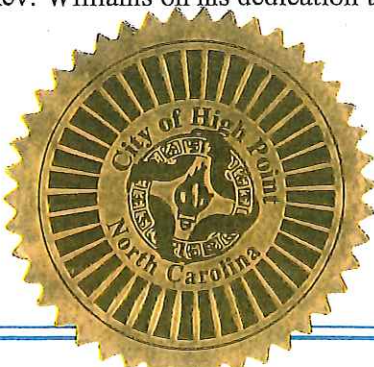
Proclamation...

- WHEREAS,** Robert J. Williams is the pastor of Williams Memorial Christian Methodist Episcopal Church of High Point, NC. He is celebrating his 40th Anniversary of ministry at Williams Memorial C. M. E Church on November 4, 2017. Prior to his assignment at Williams Memorial, he pastored Erwin Temple C.M.E. Church in Cooleme, NC for five years. His ministry of outreach has been very effective in both churches. Effectiveness of his teaching and preaching has been evident as we continue to see many lives changed in High Point and the surrounding areas. Under his leadership at Erwin Temple the congregation continued to grow and tremendous growth has been witnessed at Williams Memorial as they have grown to more than 1,500 members; and,
- WHEREAS,** Rev. Williams was raised in Winston-Salem, NC where he received his spiritual nurturing from the Hanes Memorial CME Church. He received his calling while attending NC A&T State University, with further studies at the Shaw Divinity School; and,
- WHEREAS,** Rev Williams is very active on all levels in the church – serving as the director of District Conference Board of Evangelism; Treasurer of the Carolina Regional Conference; serves on the Board of Christian Education; and is a Trustee of the Carolina Regional Conference. In his local community, he is a life member of the NAACP and has served in several capacities with the High Point Minister's Conference; and,
- WHEREAS,** Rev. Williams is a "*Man With A Vision.*" He led the congregation in building a new \$4.5 million Cathedral on Triangle Lake Road, a manifestation of the vision that God gave him. The 38,000-square foot church consists of a 1000-seat sanctuary, 16 classrooms, a fellowship hall and administrative area; and,
- WHEREAS,** Williams Memorial Christian Methodist Episcopal Church will be honoring Reverend Williams for his 40 years of ministry on Saturday, November 4th at the High Point Country Club.

NOW THEREFORE BE RESOLVED, that I, William S. Bencini, Jr., Mayor of the City of High Point, hereby proclaim Saturday, November 4th as

Reverend Robert J. Williams, Jr. Day

in the City of High Point and join with the congregation of Williams Memorial Church in congratulating Rev. Williams on his dedication to his ministry and his many accomplishments over the past 40 years.



IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Seal of the City of High Point, North Carolina this 4th day of November 2017.

William S. Bencini, Jr.
William S. Bencini, Jr., Mayor

PICK UP: CITY OF HIGH POINT

MAIL TO: BORUM, WADE & ASSOC. P.O. BOX 21882, GREENSBORO, NC 27420-1882

F:\WINDSOR\26032607\WILLARD\ANNEX

SURVEYOR'S CERTIFICATION

I, **HOMER S. WADE**, certify that this plat was drawn under my supervision (detailed description recorded in Book **1180**, Page **3058**, etc.) (other); that the boundaries not surveyed are clearly indicated as drawn from information found in Book **NOTED**, Page **NOTED**; that the ratio of precision or position accuracy as calculated is 1: **10,000** ±; that this plat was prepared in accordance with G.S. 41-30 as amended.

Witness my original signature, license number and seal this **16th** day of **NOVEMBER**, A.D. 2017.

Surveyor: **Homer S. Wade**
Seal or Stamp: **L-3731**

This survey is of an existing parcel or parcels of land and does not create a new street or change an existing street.

This Plat does not require certificate of approval by the N.C. Division of Highways as provided in G.S. 156-102.6, Subsection (g).

The Annexation Ordinance for this property was approved by High Point City Council on **Nov. 6, 2017** with an effective date of annexation being **Nov. 6, 2017**, and the following ordinance number **1347/17-90**.

Signed: **William S. Bencich**
MAYOR

NOTES:
THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION, EASEMENTS, AND EXISTING DRAWINGS. SURVEYOR DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED UNDERGROUND UTILITIES.

AREA DETERMINED BY D.M.D. METHOD

ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES IN U.S. SURVEY FEET.

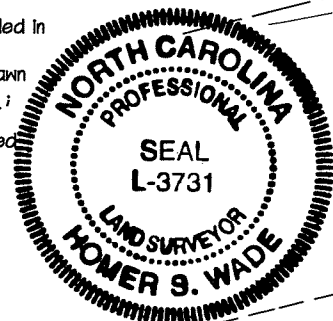
PROPERTY LINES SHOWN DASHED ARE NOT A PART OF THIS SURVEY AND ARE TAKEN FROM REFERENCES SHOWN HEREON.

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT AND IS SUBJECT TO ANY FACTS AND EASEMENT WHICH MAY BE DISCLOSED BY A COMPLETE TITLE SEARCH.

BOUNDARY INFORMATION TAKEN FROM DEEDS AND RECORDED INFORMATION AND HAS NOT BEEN FIELD RUN.

TOPOGRAPHICAL INFORMATION TAKEN FROM NC LIDAR (LIGHT DETECTION AND RANGING)

THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY THE STATE OF NORTH CAROLINA FEDERAL EMERGENCY MANAGEMENT AGENCY PER COMMUNITY PANEL #310718020J DATE: 6-18-07



WILLIAM R. FOWLER, JR., TRUSTEE and BETTY TEN HOOTS, TRUSTEE
PARCELED ID 0187143
PIN 7812454683
DB 7624 PG. 2446
ZONED: R-3

WILLIAM RAHLO FOWLER, JR. and TONIA CRUM FOWLER
PARCELED ID 0187142
PIN 7812550804
DB 7188 PG. 3058
ZONED: R-3

WILLIAM RAHLO FOWLER, JR. and TONIA CRUM FOWLER
PARCELED ID 0187141
PIN 7812550414
DB 7188 PG. 3058
ZONED: R-3

WILLIAM JACKSON BEARD, SR. and NORMA J. BEARD
PARCELED ID 0187140
PIN 7812560026
DB 6736 PG. 461
ZONED: R-3

DONNA R. WALLACE
PARCELED ID 0187201
PIN 7812560026
DB 3305 PG. 281
ZONED: R-3

ROBERT L. GRIFFITH and CHRISTINE D. GRIFFITH
PARCELED ID 0187145
PIN 7812554512
DB 4861 PG. 438
ZONED: R-3

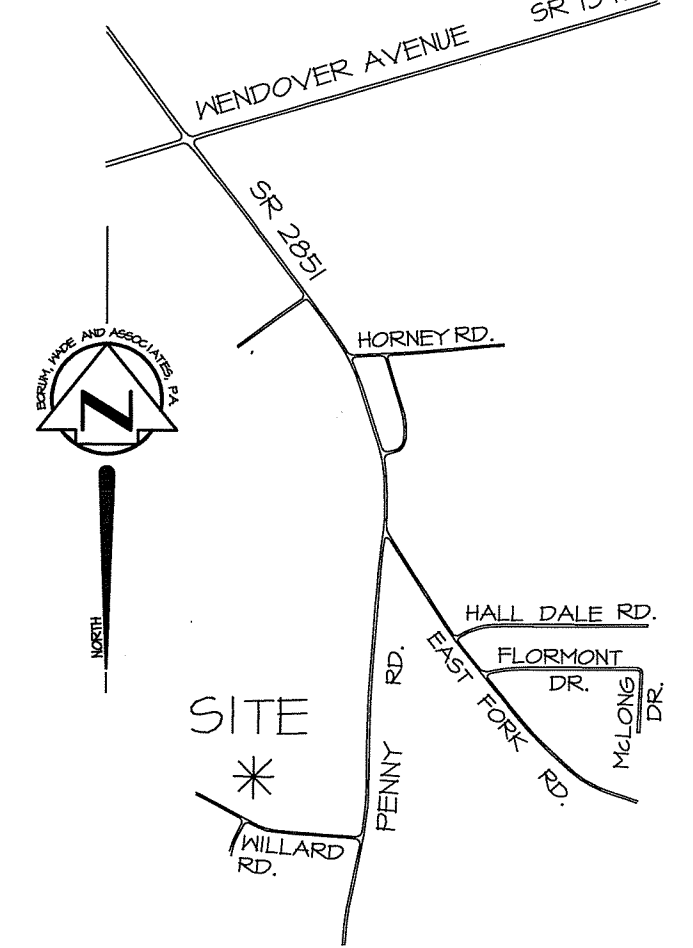
ROBERT L. GRIFFITH and CHRISTINE D. GRIFFITH
PARCELED ID 0187146
PIN 7812555406
DB 4861 PG. 438
ZONED: R-3

CHRISTINE C. GRIFFIN, HEIRS
PARCELED ID 0187147
PIN 7812555371
NO DEED REF. AVAILABLE
ZONED: R-3

OWNER
WILLIAM RAHLO FOWLER, JR. and TONIA CRUM FOWLER
2601 WILLARD ROAD
HIGH POINT, NORTH CAROLINA 27265

DEVELOPER
LAND ACQUISITION and DEVELOPMENT SERVICES, LLC
5603 NEW GARDEN VILLAGE DRIVE
GREENSBORO, NORTH CAROLINA 27410
PHONE: (336) 282-3535

AREA TO BE ANNEXED
1.53 ACRES
PARCEL ID REFERENCE 0187144



VICINITY MAP
NOT TO SCALE

SITE INFORMATION

AREA: 1.53± ACRES
PARCEL ID REFERENCE: 0187144
PIN: 7812553854
DEED REFERENCE: DB 7188 PG. 3058 (TRACT 3)

PROPERTY ADDRESS: 2603 WILLARD ROAD

TEXT LEGEND

EIP: EXISTING IRON PIPE
CP: COMPUTED POINT

BK: P 195
PG: 104-104
RECORDED: 11-14-2017
12:40:53 PM
BY: MARY MORGAN
DEPUTY-HP

2017064389
GUILFORD COUNTY, NC
JEFF L. THIGPEN
REGISTER OF DEEDS

NC FEE \$21.00

THE PURPOSE OF THIS MAP IS TO ANNEX PROPERTY LOCATED AT 2603 WILLARD ROAD

ANNEXATION MAP

FOR
WILLIAM RAHLO FOWLER, JR. and TONIA CRUM FOWLER
OWNERS

HIGH POINT TOWNSHIP GUILFORD COUNTY
HIGH POINT NORTH CAROLINA
SCALE: 1"= 60' DATE: NOVEMBER 6, 2017



Engineers
Planners
Surveyors

BORUM, WADE AND ASSOCIATES, P.A.
ENGINEERS - PLANNERS - SURVEYORS
P.O. BOX 21882, GREENSBORO, N.C. 27420-1882
621 EUGENE COURT, SUITE 100, GREENSBORO, N.C. 27401-2711
PHONE: (336) 275-0471 FAX: (336) 275-3719
WEB: www.borum-wade.com N.C. License #: C-0868

CITY OF HIGH POINT

AGENDA ITEM

**Title: Furniture Market Transportation Grant Agreement**

From: Mark McDonald, P.E., Transportation Director **Meeting Date:** November 6, 2017

Public Hearing: N/A

Advertising Date / N/A

Advertised By:

Attachments: A. Award Letter
 B. Authorizing Resolution

PURPOSE:

The grant agreement provides \$1,200,000 in funding to assist with Furniture Market transportation services.

BACKGROUND:

The North Carolina Department of Transportation, Public Transportation Division annually provides financial assistance to assist with transportation services during each of the bi-annual Furniture Markets.

BUDGET IMPACT:

This item is a pass-through item and has a neutral impact on the City's budget.

RECOMMENDATION / ACTION REQUESTED:

Staff recommends the City Manager be authorized to enter into a contract with the Department of Transportation and execute all agreements and contracts with the North Carolina Department of Transportation, Public Transportation Division.



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

JAMES H. TROGDON, III
SECRETARY

October 4, 2017

Mr. Greg Demko, City Manager
City of High Point
P.O. Box 230
High Point, North Carolina 27261

RE: FY18 Demonstration Grant Program
Project No. 18-DG-025
WBS Element No.: 36223.13.10.2
Agreement ID #: TBD

Dear Mr. Demko:

On September 7, 2017, the Board of Transportation approved your organization's request for a Demonstration grant in the amount of \$1,200,000 for the High Point Market Authority. The agreement to be executed between City of High Point and NCDOT is enclosed. The individual authorized to enter into this agreement for the financial assistance on behalf of your agency will sign the agreement. Please provide a copy of the agreement to all parties that will be involved in the administration of the grant, and request that the agreement be reviewed carefully. Instructions for completion of the grant agreement process are enclosed.

Please refer to Section 4 of the grant agreement that requires sub-recipients to submit monthly or quarterly requests for reimbursement.

If you have any question related to the grant agreement, please contact Myra Freeman, Financial Manager at 919-707-4672 or your assigned Accounting Specialist. In any correspondence, please reference your assigned project number, WBS element, Agreement number and period of performance referenced on this letter.

Sincerely,

A handwritten signature in cursive script that reads "Debbie Collins".

Debbie Collins
Director

DC\mf

Attachments

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION DIVISION
1550 MAIL SERVICE CENTER
RALEIGH, NC 27699-1550

Telephone: (919) 707-4670
Fax: (919) 733-1391
Customer Service: 1-877-368-4968

Website: www.ncdot.gov

Location:
1 SOUTH WILMINGTON STREET
RALEIGH, NC 27601

RESOLUTION
AUTHORIZING THE CITY OF HIGH POINT
TO ENTER INTO AN AGREEMENT WITH
THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

A motion was made by _____ (*name and title*) and
seconded by _____ (*name and title*) for adoption
of the following resolution, and upon being put to a vote was duly adopted.

WHEREAS, the **City of High Point** has requested the North Carolina Department of Transportation to assist in the funding of **transportation services for the biennial Furniture Market**; and

WHEREAS, the **North Carolina Department of Transportation** will provide up to **\$1,200,000** of the cost of the above described project;

NOW THEREFORE, BE IT RESOLVED that the **City Manager** is hereby authorized to enter into a contract with the Department of Transportation and execute all agreements and contracts with the North Carolina Department of Transportation, Public Transportation Division.

.....
I, **Lisa Vierling, City Clerk** do hereby certify that the above is a true and correct copy of an excerpt for the minutes of a meeting of the **High Point City Council** duly held on the **6th** day of **November, 2017**.

Signature of Certifying Official

**HIGH POINT CITY COUNCIL
REGULAR MEETING
COUNCIL CHAMBERS – HIGH POINT MUNICIPAL BUILDING
October 2, 2017 – 5:30 P.M.**

ROLL CALL, PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

Mayor Bencini called the meeting to order, which was followed by the Pledge of Allegiance led by Boy Scout Troop #1 (Laurel Oak Church) and Girl Scout Troop #222 (YWCA). A Moment of Silence followed the Pledge of Allegiance.

Upon call of the roll, the following Council Members were present:

Present (9): *Mayor William S. Bencini, Jr., Mayor Pro Tem Jay Wagner (Ward 4); and Council Members Cynthia Y. Davis (At-Large), Latimer Alexander (At-Large); Jeffrey Golden (Ward 1), Christopher Williams (Ward 2), Alyce Hill (Ward 3), James C. Davis (Ward 5), and Jason Ewing (Ward 6)*

STRATEGIC PLAN UPDATE

170332 Update on the Strategic Plan adopted by City Council

Council Member Jeff Golden, Chair of the Community Housing, Neighborhood Development and Public Safety Committee and Council Member Jason Ewing, Chair of the Prosperity & Livability Committee will give an update to City Council on the Strategic Plan.

Code Enforcement/Blight

Community Housing, Neighborhood Development & Public Safety Committee Chair Council Member Golden provided an update on some numbers as they relate to the Code Enforcement efforts regarding blight in the city. He then shared numbers for the August 2017 activities as follows:

- ✓ 39 New Minimum Housing Complaints
- ✓ 273 Active Minimum Housing cases
- ✓ 41 Active Backlog cases
- ✓ 72 Public Nuisance Complaints
- ✓ 181 Active Public Nuisance cases
- ✓ 26 Zoning Complaints (vehicles, signs, banners, etc....)
- ✓ 262 Signs collected

Chairman Golden noted the backlog of minimum housing cases from the old system continues to drop; down from 270 to 33. Staff continues to address businesses that are not storing their vehicles properly. The biggest complaint for non-compliance is the hardship it creates; staff is trying to work with these owners to give extensions when necessary, but levying penalties is still being considered. Chairman Golden advised there is one code enforcement position open.

Chairman Golden asked staff to display the map on the monitor identifying the accomplishments over the last ten years in the Core City and some of the target areas. The map identified a two-mile radius from the proposed stadium project. He then shared some of the on-going activities within that area:

- ✓ 120 Down Payment Assistance Loans
- ✓ Constructed 50 single-family units
- ✓ Constructed more than 500 multi-family housing units
- ✓ Conducted repairs on 320 units

Connect HP

Prosperity & Livability Chairman Jason Ewing stated he did not have anything to report because Connect HP did not meet last month, but they would be meeting the end of October and he would provide an update to Council in November.

PUBLIC COMMENT PERIOD

170333

Public Comment Period

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

- Persons who have signed the register to speak shall be taken in the order in which they are listed. Others who wish to speak and have not signed in will be taken after those who have registered.
- Persons addressing City Council are asked to limit their comments to 3 minutes.
- Citizens will be asked to come to the podium, state their name and address and the subject(s) on which they will comment.
- If a large number of people are present to register concerns about the same subject, it is suggested that they might be acknowledged as a unified group while a designated speaker covers the various points. This helps to avoid repetition while giving an opportunity for people present with the same concerns to be recognized.

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

Courtney Michelle Holder, a resident at 190-A Chestnut Drive, addressed Council regarding

- Livability issues,
- Deliberate misgendering,
- People getting into her business,
- People forcing help on her,
- Harassment while riding bike and guys demanding to stop, talk and do inappropriate things.

She stated that she is trying to figure out how to present her side of things without stepping on anybody's rights or offending anybody, but it has been a challenge. She pleaded for help and suggestions on how to address these types of issues.

Mayor Bencini asked if anyone else was present that would like to speak. There being no further comments, the Public Comment Period was closed.

CONSENT AGENDA ITEMS

Finance Committee Chairman J. Davis reported that the Finance Committee did meet on September 28th and recommended all finance-related items be placed on the Consent Agenda with a favorable recommendation.

Council Member J. Davis then MOVED to APPROVE these finance-related items on the Consent Agenda. Council Member C. Davis made a SECOND, which carried unanimously.

Note: Although one motion was made to approve/adopt these matters under the Finance Committee Consent Agenda, action on all of these matters will be reflected throughout the Consent Agenda portion of these minutes as being made and seconded by the same persons.

FINANCE COMMITTEE - Council Member J. Davis, Chair

Members: J. Davis, C. Davis, Hill and Alexander

170334 Contract - Resurfacing of City Streets

Council is requested to approve a contract awarding Bid No. 12 to Thompson Arthur -APAC Atlantic, Inc. in the amount of \$2,433,542.20 for resurfacing of specific streets throughout the city.

Approved contract with Thompson Arthur- APAC Atlantic, Inc. in the amount of \$2,433,542.20 for resurfacing of specific streets throughout the city.

A motion was made by Council Member J. Davis, seconded by Council Member C. Davis, that this matter be approved. The motion carried by the following 9-0 vote:

Aye (9): Mayor Bencini; Mayor Pro Tem Wagner; and Council Member Alexander, Council Member C. Davis, Council Member Golden, Council Member Williams, Council Member Hill, Council Member J. Davis, and Council Member Ewing

170335 Contract - Resurfacing of City Parking Lots

Council is requested to approve a contract awarding Bid No. 15 to Blythe Construction in the amount of \$724,301.22 for the resurfacing of City maintained parking lot at High Point City lake and Blair Park Golf Course. The Municipal Operations Center (MOC) parking lot has also been identified for resurfacing due to pavement deficiencies.

Approved contract with Blythe Construction in the amount of \$724,301.22 for the resurfacing of City maintained parking lot at High Point City Lake and Blair Park Golf Course, as well as the Municipal Operations Center (MOC).

A motion was made by Council Member J. Davis, seconded by Council Member C. Davis, that this matter be approved. The motion carried by the following 9-0 vote:

Aye (9): Mayor Bencini; Mayor Pro Tem Wagner; and Council Member Alexander, Council Member C. Davis, Council Member Golden, Council Member Williams, Council Member Hill, Council Member J. Davis, and Council Member Ewing

170336 Contract - Sole Source - GEA Westfalia Gear Box

Council is requested to approve a sole source contract to GEA Westfalia in the amount of \$58,270.36 for the purchase of a replacement gear box for the centrifuge at the Westside Wastewater Treatment Plant (WWTP).

Approved a sole source contract with GEA Westfalia in the amount of \$58,270.36 for the purchase of a replacement gear box for the centrifuge at the Westside Wastewater Treatment Plant (WWTP).

A motion was made by Council Member J. Davis, seconded by Council Member C. Davis, that this matter be approved. The motion carried by the following 9-0 vote:

Aye (9): Mayor Bencini; Mayor Pro Tem Wagner; and Council Member Alexander, Council Member C. Davis, Council Member Golden, Council Member Williams, Council Member Hill, Council Member J. Davis, and Council Member Ewing

170337 Contract - Broad Avenue Storm Improvements

Council is requested to approve a contract awarding Bid No. 08 to Breece Enterprises, Inc., in the amount of \$553,655.00 for Broad Avenue Storm Improvements.

Approved a contract with Breece Enterprises, Inc. in the amount of \$553,655.00 for the Broad Avenue Storm Improvements.

A motion was made by Council Member J. Davis, seconded by Council Member C. Davis, that this matter be approved. The motion carried by the following 9-0 vote:

Aye (9): Mayor Bencini; Mayor Pro Tem Wagner; and Council Member Alexander, Council Member C. Davis, Council Member Golden, Council Member Williams, Council Member Hill, Council Member J. Davis, and Council Member Ewing

170338 Contract - General Water, Sewer and Storm Improvements

Council is requested to approve a contract awarding Bid No. 17 to Breece Enterprises, Inc. in the amount of \$1,815,540.00 for general obsolete water, sewer and storm sewer improvements at different locations throughout the city.

Approved contract with Breece Enterprises, Inc. in the amount of \$1,815,540.00 for general obsolete water, sewer, and storm sewer improvements at different locations throughout the city.

A motion was made by Council Member J. Davis, seconded by Council Member C. Davis, that this matter be approved. The motion carried by the following 9-0 vote:

Aye (9): Mayor Bencini; Mayor Pro Tem Wagner; and Council Member Alexander, Council Member C. Davis, Council Member Golden, Council Member Williams, Council Member Hill, Council Member J. Davis, and Council Member Ewing

170339 Master Professional Agreements - Geo-Technical & Material Testing Services

Council is requested to approve a contract awarding Master Professional Service Agreements for Geo-Technical and Materials Testing with Atlantic Coast, ECS, ESP, Geo-Hydro, S&ME, Summit and Terracon to provide services to City Departments on an as needed basis.

Approved a contract awarding Master Professional Service Agreements for Geo-Technical and Materials Testing with Atlantic Coast, ECS, ESP, Geo-Hydro, S&ME, Summit and Terracon to provide services to city departments on an as-needed basis.

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

Aye (9): Mayor Bencini; Mayor Pro Tem Wagner; and Council Member Alexander, Council Member C. Davis, Council Member Golden, Council Member Williams, Council Member Hill, Council Member J. Davis, and Council Member Ewing

170340 Contract - Electronic Payment Solutions

Council is requested to approve a contract awarding Bid No. 14 to Paymentus in the amount of \$335,000 for the city's electronic payment solution which includes IVR, Web and CSR phone payments.

Approved contract with Paymentus in the amount of \$335,000 for the city's electronic payment solution which includes IVR, Web and CSR phone payments.

A motion was made by Council Member J. Davis, seconded by Council Member C. Davis, that this matter be approved. The motion carried by the following 9-0 vote:

Aye (9): Mayor Bencini; Mayor Pro Tem Wagner; and Council Member Alexander, Council Member C. Davis, Council Member Golden, Council Member Williams, Council Member Hill, Council Member J. Davis, and Council Member Ewing

170341 Budget Ordinance Amendment - Purchase of Property at 2401 S. Main Street

Council is requested to adopt an ordinance amending the 2017-2018 Budget Ordinance to appropriate funds in the amount of \$150,000.00 for the purchase of property located at 2401 S. Main Street for the future expansion of Fire Station No. 6.

The sale of the property has been negotiated for \$100,000 and demolition of the structure on the property is estimated to be \$50,000.

Adopted an ordinance amending the 2017-2018 Budget Ordinance to appropriate funds in the amount of \$150,000.00 for the purchase of and demolition of property located at 2401 S. Main Street for the future expansion of Fire Station No. 6.

A motion was made by Council Member J. Davis, seconded by Council Member C. Davis, that this matter be adopted. The motion carried by the following 9-0 vote:

Aye (9): Mayor Bencini; Mayor Pro Tem Wagner; and Council Member Alexander, Council Member C. Davis, Council Member Golden, Council Member Williams, Council Member Hill, Council Member J. Davis, and Council Member Ewing

Ordinance No. 7337/17-79
Introduced 10/2/2017; Adopted 10/2/2017
Ordinance Book, Volume XIX, Page 219

170342 Purchase of Property - 2401 S. Main Street

Council is requested to authorize the City Attorney's office to proceed with the purchase of property located at 2401 S. Main Street in the amount of \$100,000.00 for future expansion of Fire Station No. 6.

Authorized the city attorney's office to proceed with the purchase of the property located at 2401 S. Main Street in the amount of \$100,000 for future expansion of Fire Station No. 6.

A motion was made by Council Member J. Davis, seconded by Council Member C. Davis, that this matter be approved. The motion carried by the following 9-0 vote:

Aye (9): Mayor Bencini; Mayor Pro Tem Wagner; and Council Member Alexander, Council Member C. Davis, Council Member Golden, Council Member Williams, Council Member Hill, Council Member J. Davis, and Council Member Ewing

170343 Ordinance - Budget Amendment - National Network for Safe Communities

Council is requested to adopt an ordinance amending the 2017-2018 City of High Point Budget Ordinance to appropriate funds in the amount of \$39,654.00 for the National Intimate Partner Violence Initiative Grant received by the High Point Police Department.

Adopted an ordinance amending the 2017-2018 Budget Ordinance to appropriate funds in the amount of \$39,654.00 for the National Intimate Partner Violence Initiative Grant received by the High Point Police Department.

A motion was made by Council Member J. Davis, seconded by Council Member C. Davis, that this matter be adopted. The motion carried by the following 9-0 vote:

Aye (9): Mayor Bencini; Mayor Pro Tem Wagner; and Council Member Alexander, Council Member C. Davis, Council Member Golden, Council Member Williams, Council Member Hill, Council Member J. Davis, and Council Member Ewing

Ordinance No. 7338/17-80
Introduced 10/2/2017; Adopted 10/2/2017
Ordinance Book, Volume XIX, Page 220

170344 Resolution - Interlocal Agreement and MOU - Cold Case DNA Grant

Council is requested to adopt a Resolution authorizing the amended Interlocal Cold Case DNA Grant Agreement and the amended MOU between the cities of Winston Salem, Greensboro and High Point.

Adopted a resolution authorizing the amended Interlocal Cold Case DNA Grant Agreement and the amended MOU between the cities of Winston Salem, Greensboro, and High Point.

A motion was made by Council Member J. Davis, seconded by Council Member C. Davis, that this matter be adopted. The motion carried by the following 9-0 vote:

Aye (9): Mayor Bencini; Mayor Pro Tem Wagner; and Council Member Alexander, Council Member C. Davis, Council Member Golden, Council Member Williams, Council Member Hill, Council Member J. Davis, and Council Member Ewing

Resolution No. 1716/17-63

Introduced 10/2/2017; Adopted 10/2/2017

Resolution Book, XIX, Page 185

170345 Contract Renewal - CIGNA - Employee Health Care

Council is requested to authorize the city manager to execute a twelve-month (12) contract with CIGNA Healthcare for health care coverage for city employees effective January 1, 2018 - December 31, 2018.

Authorized the city manager to execute a 12-month contract with CIGNA Healthcare for health care coverage for city employees effective January 1, 2018 - December 31, 2018.

A motion was made by Council Member J. Davis, seconded by Council Member C. Davis, that this matter be approved. The motion carried by the following 9-0 vote:

Aye (9): Mayor Bencini; Mayor Pro Tem Wagner; and Council Member Alexander, Council Member C. Davis, Council Member Golden, Council Member Williams, Council Member Hill, Council Member J. Davis, and Council Member Ewing

REGULAR AGENDA ITEMS

170360 Contract - Samet Corporation - Design/Build of Multi-Use Stadium (Catalyst Project)

Approval of contract with Samet Corporation for design, demolition and construction related to the multi-use stadium and Catalyst project.

City Attorney JoAnne Carlyle advised approval of the contract with Samet is needed in order for the city to meet the deadline of April, 2019 for the stadium. She pointed out this contract does contain a change order and informed Council that it would be the first change order of a number of additional change orders. She further explained that this is very typical for construction contracts similar to this. This will be applied to the guaranteed maximum price of \$30,000,000.00 for the stadium. The amount of the first change order is \$3,856,576.00 for the design, construction, and demolition.

Ms. Carlyle advised that if something unforeseen happens and the city decides to terminate the contract at some point in the future prior to completion of that amount, the city would be obligated to pay Samet for whatever amount of work that Samet had completed to that point.

Council Member Golden asked if there was any assurance that the \$30,000,000.00 would be the absolute top the city is willing to pay for the work outlined in the contract.

Ms. Carlyle advised this is a Guaranteed Maximum Price (GMP) contract, so Samet should enter into the contract with the understanding that this is the cap. Assistant City Manager Randy Hemann added that the approach the city has taken so far is that the city would design to that number and once the price is set, it is set. He noted that as a result of due diligence, they have already conducted 44 borings and staff feels pretty good about the direction the

city is headed with this. He stressed the importance of the demolition piece and to save money, they would be bidding out all the demolitions at one time.

Chairman J. Davis asked if there were any additional questions or comments.

There being none, **he MOVED to APPROVE the contract with Samet Corporation for design, demolition, and construction related to the multi-se stadium and Catalyst project. Council Member Alexander made a SECOND.**

For further discussion, Council Member C. Davis stated she would not be voting in support of this item and wanted to go on record to say that she believes the action is premature without funding being secured and unknown costs that have not yet been discussed.

Mayor Bencini then called for a vote on the MOTION. The MOTION carried by an 8-1 vote as follows:

Aye (8): Mayor Bencini; Mayor Pro Tem Wagner; and Council Member Alexander, Council Member Golden, Council Member Williams, Council Member Hill, Council Member J. Davis, and Council Member Ewing

Nay (1): Council Member C. Davis

170346 Public Hearing - Resolution - 2017 Byrne Justice Assistance Grant (JAG) Interlocal Agreement

Monday, October 2, 2017 at 5:30 p.m. is the date and time established to receive public comments on the adoption of a Resolution authorizing the execution of an interlocal agreement between the City of Greensboro, City of High Point and Guilford County for shared use of the 2017 Edward Byrne Memorial Justice Assistance Grant (JAG) funds.

Deputy City Manager Randy McCaslin advised that the JAG grant is an on-going, annual grant that is done in cooperation with the City of Greensboro, City of High Point, and Guilford County.

Chairman J. Davis opened the public hearing and asked if there was anyone present to comment. There being none, the public hearing was closed.

Adopted a resolution authorizing the execution of an interlocal agreement between the City of Greensboro, City of High Point and Guilford County for the shared use of the 2017 Edward Byrne Memorial Justice Assistance Grant (JAG) funds.

A motion was made by Council Member Davis, seconded by Council Member Davis, that this matter be adopted. The motion carried by the following vote:

Aye (9): Mayor Bencini; Mayor Pro Tem Wagner; and Council Member Alexander, Council Member C. Davis, Council Member Golden, Council Member Williams, Council Member Hill, Council Member J. Davis, and Council Member Ewing

Resolution No. 1717/17-64
Introduced 10/2/2017; Adopted 10/2/2017
Resolution Book, XIX, Page 186

COMMUNITY HOUSING, NEIGHBORHOOD DEVELOPMENT AND PUBLIC SAFETY
COMMITTEE - Council Member Golden, Chair

Committee Members: Golden, Alexander, Ewing, and Williams

170347 Ordinance - Demolition of Structure - 229 Woodbury Street

Council is requested to adopt an ordinance ordering the housing inspector to effectuate the demolition of a structure located at 229 Woodbury Street belonging to Three Twenty Three Inc., LLC.

Lori Loosemore, Local Codes Enforcement Supervisor, advised that the structure at 229 Woodbury was originally inspected on April 24, 2017. A hearing was held on May 15, 2017, but no one appeared. An Ordinance to Repair or Demolish was then issued with an expiration date of June 19, 2017. She reported that the owner did contact the inspector and left a voice mail on the day of the hearing and relayed that he would not be able to attend the hearing, but that a neighbor was interested in purchasing the property and planned to demolish it. She noted that there are taxes due in the amount of \$273 on this property and to date, no permits have been applied for, nor have any repairs been made.

No one was present to speak regarding the structure located at 229 Woodbury Street.

Adopted ordinance ordering the housing inspector to effectuate the demolition of the structure located at 220 Woodbury Street.

A motion was made by Council Member Golden, seconded by Council Member Ewing, that this matter be adopted. The motion carried by the following 9-0 vote:

Aye (9): Mayor Bencini; Mayor Pro Tem Wagner; and Council Member Alexander, Council Member C. Davis, Council Member Golden, Council Member Williams, Council Member Hill, Council Member J. Davis, and Council Member Ewing

Ordinance No. 7339/17-81
Introduced 10/2/2017; Adopted 10/2/2017
Ordinance Book, Volume XIX, Page 221

170348 Ordinance - Demolition of Structure - 328 Pickett Place

Council is requested to adopt an ordinance ordering the housing inspector to effectuate the demolition of a structure located at 328 Pickett Place belonging to John O'Brian Investments.

Lori Loosemore, Local Codes Enforcement Supervisor, provided an update on the property located at 328 Pickett Place. The property was originally inspected on April 17, 2017 with a hearing on June 20, 2017, which no one appeared for. An Ordinance to Repair or Demolish was issued on June 20, 2017 with a compliance date of July 24, 2017. Ms. Loosemore noted that Mr. Elliott did call and spoke with the inspector on August 7, 2016 and shared that he

planned to have someone look at the house to determine if it was worth repairing or not. The inspector at that time did review the process with him and informed him that it would be taken before the City Council for demolition if nothing is done with the property. Ms. Loosemore reported that to date, the property owner has not applied for any permits, nor have any repairs been made. She shared that delinquent taxes are also due on the property in the amount of \$8,940.

No one was present to speak regarding the structure located at 328 Pickett Place.

Adopted ordinance ordering the housing inspector to effectuate the demolition of a structure located at 328 Pickett Place.

A motion was made by Council Member Golden, seconded by Council Member Ewing, that this matter be adopted. The motion carried by the following 9-0 vote:

Aye (9): Mayor Bencini; Mayor Pro Tem Wagner; and Council Member Alexander, Council Member C. Davis, Council Member Golden, Council Member Williams, Council Member Hill, Council Member J. Davis, and Council Member Ewing

**Ordinance No. 7340/17-82
Introduced 10/2/2017; Adopted 10/2/2017
Ordinance Book, Volume XIX, Page 222**

170349 Ordinance - Demolition of Structure - 119 Underhill Street

Council is requested to adopt an ordinance ordering the housing inspector to effectuate the demolition of a structure located at 119 Underhill Street belonging to Innovative Investments & Contracting, LLC.

Lori Loosemore, Local Codes Enforcement Supervisor, advised that the city is in the process of purchasing the property located at 119 Underhill Street and staff is recommending the matter be placed on the pending list.

A motion was made by Council Member Golden, seconded by Mayor Pro Tem Wagner, that this matter be deferred to the Community Housing, Neighborhood Development & Public Safety Committee and placed on the Pending List. The motion carried by the following 9-0 vote:

Aye (9): Mayor Bencini; Mayor Pro Tem Wagner; and Council Member Alexander, Council Member C. Davis, Council Member Golden, Council Member Williams, Council Member Hill, Council Member J. Davis, and Council Member Ewing

170350 Ordinance - Demolition of Structure - 1207 Vernon Place

Council is requested to adopt an ordinance ordering the housing inspector to effectuate the demolition of a structure located at 1207 Vernon Place belonging to Dennis Wall.

Lori Loosemore, Local Codes Enforcement Supervisor, reported that the property owner has cleaned the outside of the property and has started making repairs on the interior. Staff is recommending that this matter be placed on the pending list for 30 days.

A motion was made by Council Member Golden, seconded by Council Member C. Davis, that this matter be deferred to the Community Housing, Neighborhood Development & Public Safety Committee and placed on the Pending List, due back to City Council on 11/6/2017. The motion carried by the following 9-0 vote:

Aye (9): Mayor Bencini; Mayor Pro Tem Wagner; and Council Member Alexander, Council Member C. Davis, Council Member Golden, Council Member Williams, Council Member Hill, Council Member J. Davis, and Council Member Ewing

PENDING ITEMS

170284 Ordinance - Demolition of Structure - 709 Hilltop Street

Council is requested to adopt an ordinance requiring the building inspector to effectuate the demolition of a structure located at 709 Hilltop Street belonging to Victor Manuel Campos Rivas and Cynthia Lanto. (This item was placed in Committee and will be reviewed at the November 6th meeting.)

170255 Ordinance - Demolition of Structure - 1013 Johnson Street

Council is requested to adopt an ordinance ordering the housing inspector to effectuate the demolition of a structure located at 1013 Johnson Street belonging to Don G. Angell Trust.

160330 Ordinance - Demolition of Structure - 512 Hines Street

Council is requested to adopt an ordinance requiring the building inspector to effectuate the demolition of a structure located at 512 Hines Street belonging to Eliseo Zavala. (At the November 7, 2016 meeting this item was deferred to the December 5, 2016 Council Meeting. At the December 5, 2016 Council Meeting, Council deferred this item for 60 days or until the February 6, 2017 Council Meeting. At the February 6th Council Meeting, item was placed back in pending. At the May 1, 2017 meeting this item was continued to the May 15, 2017 meeting. At the May 15th Council Meeting this item was deferred for 45 days). At the June 5th meeting item was deferred pending receipt of the executed Supplemental Order from the property owner.

PLANNING & DEVELOPMENT COMMITTEE - Mayor Pro Tem Wagner, Chair
Committee Members: Wagner, J. Davis, C. Davis, and Golden

170351 Resolution of Intent - Annexation 17-09

Approval of a Resolution of Intent that establishes a public hearing date of Monday, November 6, 2017, at 5:30 p.m. to consider a voluntary contiguous annexation of

approximately 7.53 acres lying along the north side of Willard Road, approximately 130 feet east of Hickswood Road. The property is addressed as 2603 Willard Road and is also known as Guilford County Tax Parcel 0187194.

Adopted a Resolution of Intent establishing a public hearing date of Monday, November 6, 2017 at 5:30 p.m. to consider a voluntary contiguous annexation of approximately 7.53 acres lying along the north side of Willard Road, approximately 130 feet east of Hickswood Road.

A motion was made by Mayor Pro Tem Wagner, seconded by Council Member C. Davis, that this matter be adopted. The motion carried by the following 9-0 vote:

Aye (9): Mayor Bencini; Mayor Pro Tem Wagner; and Council Member Alexander, Council Member C. Davis, Council Member Golden, Council Member Williams, Council Member Hill, Council Member J. Davis, and Council Member Ewing

**Resolution No. 1718/17-65
Introduced 10/2/2017; Adopted 10/2/2017
Resolution Book, XIX, Page 187**

170352 Resolution of Intent - Annexation 17-10

Approval of a Resolution of Intent that establishes a public hearing date of Monday, November 6, 2017, at 5:30 p.m. to consider a voluntary contiguous annexation of approximately 12.8 acres lying north of the intersection of Sandy Ridge Road and Johnson Street. The property is also known as Guilford County Tax Parcels 0171322 and 0171330.

Adopted a Resolution of Intent establishing a public hearing date of Monday, November 6, 2017 at 5:30 p.m. to consider a voluntary contiguous annexation of approximately 12.8 acres lying north of the intersection of Sandy Ridge Road and Johnson Street.

A motion was made by Mayor Pro Tem Wagner, seconded by Council Member C. Davis, that this matter be adopted. The motion carried by the following 9-0 vote:

Aye (9): Mayor Bencini; Mayor Pro Tem Wagner; and Council Member Alexander, Council Member C. Davis, Council Member Golden, Council Member Williams, Council Member Hill, Council Member J. Davis, and Council Member Ewing

**Resolution No. 1719/17-66
Introduced 10/2/2017; Adopted 10/2/2017
Resolution Book, XIX, Page 188**

170353 Resolution of Intent - Street Abandonment 17-04

Approval of a Resolution of Intent that establishes a public hearing date of Monday, November 20, 2017, at 5:30 p.m. to consider a request by the City of High Point to abandon the following public right-of-ways:

- a. That portion of the Church Avenue right-of-way lying between N. Elm Street and N. Lindsay Street;
- b. That portion of the Pine Street right-of-way lying between Gatewood Avenue and the northern property line of Guilford County tax parcel 0186839;
- c. An alley running in a general north-south direction between Pine Street and N. Lindsay Street, and south of Church Avenue;
- d. An alley running in a general east-west direction between Pine Street and N. Lindsay Street, and north of W. English Road; and
- e. Abandonment #5 (alley): An alley lying west of N. Elm Street, between Gatewood Avenue and Church Avenue. This alley runs in a general east-west direction and contains approximately 0.02 acres.

Adopted a Resolution of Intent establishing a public hearing date of Monday, November 20, 2017 at 5:30 p.m. to consider a request by the City of High Point to abandon the preceding public right-of-ways.

A motion was made by Mayor Pro Tem Wagner, seconded by Council Member Williams, that this matter be adopted. The motion carried by the following 9-0 vote:

Aye (9): Mayor Bencini; Mayor Pro Tem Wagner; and Council Member Alexander, Council Member C. Davis, Council Member Golden, Council Member Williams, Council Member Hill, Council Member J. Davis, and Council Member Ewing

**Resolution No. 1720/17-67
Introduced 10/2/2017; Adopted 10/2/2017
Resolution Book, XIX, Page 189**

170354 High Point University Easement Reconveyance (RE) Requests

- a. RE-16-0002 (High Point University): A request to relinquish certain City utility easements retained following the abandonment of Fifth Court and a portion of Fifth Street on the High Point University campus.
- b. RE-16-0003 (High Point University): A request to relinquish certain City utility easements retained following the abandonment of a portion of Willoubar Terrace on the High Point University campus.
- c. RE-16-0004 (High Point University): A request to relinquish certain City utility easements retained following the abandonment of Fifth Street on the High Point University campus.
- d. RE-16-0005 (High Point University): A request to relinquish certain City utility easements retained following the abandonment of Barbee Avenue on the High Point University campus.
- e. RE-16-0006 (High Point University): A request to relinquish certain City utility easements retained following the abandonment of Montlieu Avenue on the High Point University campus.

Justin Westbrook of Planning and Development explained these easement reconveyances are related to the street abandonments that Council heard and approved several months prior at the request of High Point University. The five areas are:

- 1. The former Fifth Street or Fifth Court on the HPU campus;*
- 2. Portion of Willoubar Terrace on the HPU campus;*
- 3. Fifth Street on the HPU campus;*
- 4. Barbee Avenue on the HPU campus; and*
- 5. Montlieu on the HPU campus.*

Council Member J. Davis asked why these easements are being abandoned after being retained at the time the street abandonments were approved. Lee Burnette, Director of Planning, explained these were abandoned last year when HPU made the request. At the time of the abandonment, the utilities were still in the right-of-way, so the easements were retained at that time to protect the city's interests. The utilities have since been moved and are no longer necessary.

Approved Easement Reconveyances, ER-16-002, ER-16-003, ER-16-004, ER-16-005, and ER-16-006 as requested by HPU.

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

Aye (9): Mayor Bencini; Mayor Pro Tem Wagner; and Council Member Alexander, Council Member C. Davis, Council Member Golden, Council Member Williams, Council Member Hill, Council Member J. Davis, and Council Member Ewing

170355 Easement Reconveyance (RE) Request - RE-17-0001

A request by Hartley Ridge, LLC to relinquish a City public drainage easement established following the dedication of a portion of West Hartley Drive.

Justin Westbrook of Planning and Development advised that this is a very similar request to the one just heard for the reconveyances for HPU. He explained as part of the development of the Hartley Ridge apartments at 700 W. Hartley, they were required to put in a bio-cell retention pond and this would be relinquishing the public drainage easement where the bio-cell retention pond is to be built.

Approved Easement Reconveyance RE-17-001 as requested by Hartley Ridge, LLC.

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

Aye (9): Mayor Bencini; Mayor Pro Tem Wagner; and Council Member Alexander, Council Member C. Davis, Council Member Golden, Council Member Williams, Council Member Hill, Council Member J. Davis, and Council Member Ewing

GENERAL BUSINESS AGENDA**170356 Minutes to Be Approved**

- Finance Committee Meeting; Wednesday, September 13th @ 4:00 p.m.
- High Point City Council Special Meeting; Monday, September 18th @ 5:00 p.m.
- Regular Council Meeting; Monday, September 18th @ 5:30 p.m.

The preceding minutes were unanimously approved as submitted by the city clerk.

A motion was made by Council Member Alexander, seconded by Council Member Ewing, that the preceding minutes be approved as submitted. The motion carried by the following 9-0 vote:

Aye (9): Mayor Bencini; Mayor Pro Tem Wagner; and Council Member Alexander, Council Member C. Davis, Council Member Golden, Council Member Williams, Council Member Hill, Council Member J. Davis, and Council Member Ewing

ADJOURNMENT

The meeting adjourned at 6:00 p.m. upon motion duly made by Council Member Alexander and second by Council Member Ewing.

Respectfully Submitted,

William S. Bencini, Jr., Mayor

Attest:

Lisa B. Vierling, MMC
City Clerk

CITY OF HIGH POINT

AGENDA ITEM



Title: Budget Amendment for a Community Gardens Program and a Community Garden Coordinator Position

From: Eric Olmedo, Budget Director

Meeting Date: November 6, 2017

Public Hearing: N/A

Advertising Date: N/A

Advertised By: N/A

Attachments: Budget ordinance

PURPOSE:

A Budget Amendment is requested to appropriate funds for a Community Gardens program and a Community Garden Coordinator position.

BACKGROUND:

At the September 6, 2017 Prosperity and Livability Committee meeting, a proposal was made regarding a Neighborhood Garden Policy and the hiring of a Community Garden Coordinator. Funding for \$20,000 would be for expenses such as soil, mulch, water taps, irrigation valves, and other supplies. Funding for \$17,289 would be one-third of the cost for an employee of the North Carolina State Cooperative Extension Service. This position would be funded in equally by the entities of High Point and Greensboro, and Guilford County. If approved, the position would spend two days a week in High Point, assisting in the establishment and sustainability of community gardens and urban orchards throughout the city.

BUDGET IMPACT:

A fund balance appropriation from the General Fund in the amount of \$37,289 is requested for this program and position.

RECOMMENDATION / ACTION REQUESTED:

The Budget Department recommends and asks the Council to approve the budget amendment.

"AN ORDINANCE AMENDING THE 2017-2018 BUDGET ORDINANCE
OF THE CITY OF HIGH POINT, NORTH CAROLINA
TO APPROPRIATE FUND BALANCE FOR A COMMUNITY GARDEN PROGRAM AND
A COMMUNITY GARDEN COORDINATOR POSITION

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

Section 1. The City of High Point will start a Community Garden program, and, in coordination with the City of Greensboro and Guilford County, hire a Community Garden Coordinator position.

Section 2. The 2017-2018 Budget Ordinance of the City of High Point, should be amended as follows:

(A) That General Fund revenues be amended as follows:

Appropriated Fund Balance	\$ 37,289
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(B) That the General Fund expenditures be amended as follows:

Community Development Expenditures	\$37,289
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Section 3. That all ordinances, or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

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

Adopted November 6, 2017

**HIGH POINT CITY COUNCIL SPECIAL MEETING
HIGH POINT MUNICIPAL BUILDING
COUNCIL CHAMBERS – HIGH POINT MUNICIPAL BUILDING
OCTOBER 19, 2017 – 2:00 P.M.**

ROLL CALL, PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

Mayor Bencini called the meeting to order and asked for a moment of silence, which was followed by the Pledge of Allegiance.

Upon call of the roll, the following Council Members were present:

Present (9): *Mayor William S. Bencini, Jr., Mayor Pro Tem Jay Wagner (Ward 5); and Council Members Cynthia Y. Davis (At-Large), Latimer Alexander (At-Large), Jeffrey Golden (Ward 1), Christopher Williams (Ward 2), Alyce Hill (Ward 3), James C. Davis (Ward 5) and Jason Ewing (Ward 6).*

Agenda Items

Following the Pledge of Allegiance, the Mayor welcomed everyone to the meeting and stated that the agenda items today will be dealing with our Catalyst project and downtown redevelopment. The Mayor then turned the meeting over to City Manager Greg Demko. Mr. Demko stated the first item on the agenda is to reintroduce our Master Developer for our new downtown and catalyst project area, Mr. Tim Elliott. Mr. Elliott will be doing a presentation on the proposed development that surrounds the Multi-Use Stadium area, and following his presentation, Mr. Randy Hemann, our Assistant City Manager, will be discussing and presenting a proposed agreement with Mr. Elliott so the City can move forward with the catalyst project for the development of a new downtown area.

170361 Presentation - Catalyst Project Master Developer - Tim Elliott

Mr. Tim Elliott, Elliott Sidewalk Communities, will give a presentation on the proposed private development on City owned land around the Multi-Use Stadium area.

City Manager Greg Demko introduced Tim Elliott of Elliott Sidewalk Communities to update City Council on the High Point Stadium Development Study.

Mr. Elliott had a prepared PowerPoint presentation for review by the City Council that outlines the stadium foot print and the general phases of the development. He stated that with the new development of the stadium, Elm Street will become front and center for development. It will rise up as the real cultural avenue for the City. The purpose of his company, Elliott Sidewalk Communities, is to determine what you do along sidewalks. His company strives to reinvigorate communities with

mixed uses and private investment and they do that by working with public/private investments. They fill in something that is not that there and bring in a walkable, sustainable community. He clarified that his company will not be building the stadium, only the development around the stadium area which will include dining opportunities, shopping, parks, a hotel, office space, housing, etc. This plan is a carefully calibrated effort of private development that will bring people downtown 365 days a year.

Mr. Elliott outlined the five (5) phases of development as follows:

- *Phase 1 will include retail (Brewery) and Graduate Student Housing w/retail*
- *Phase 2 will include Hotel w/retail, an Event Center, Retail and Parking and office space*
- *Phase 3 will include an Academic Building w/ Retail, Residential & Parking and Office, Residential & Parking*
- *Phase 4 will include Residential, Senior Housing w/retail and Office w/retail*
- *Phase 5 will include Residential and an Opportunity Site*

Mr. Elliott briefly addressed the "Opportunity Site." High Point has a beautiful train station with passenger rail and Amtrak travel. Residents from Greensboro could hop on the train and come to High Point for entertainment and dinner.

Mr. Elliott stated this is a very exciting project. It has hotel, event space, retail, academic, millennial apartments, and senior housing. This development will give High Point a lift and give people jobs. He expects this development will bring approximately 1,200 new jobs to the community. There will also be the potential for a lot of economic return that comes with this development.

Following Mr. Elliott's presentation, the Mayor asked if there were any questions from Council.

Council Member C. Davis asked if these drawings were conceptual.

Mr. Elliott confirmed that they are conceptual and designed to help everyone envision what makes the most economic sense. He and his staff have invested four months into drafting these plans. There are many facets that need to come together before the final plan is developed. They will be working with civil engineers to determine how this development will affect the water and sewer infrastructure, the storm water runoff, impervious and non-impervious surface and the setbacks in the area. They will also need to determine the architectural design of the buildings and the streetscape. Next step will be to have a map and a model made and then to get investors.

Council Member Alexander stated that he has talked with North State Communications employees as they are getting ready to demolish two buildings on their property located in the target area. Many property owners within the area are excited about the options being presented and are very welcoming of this development/project.

At this time Mayor Bencini, recognized Skip Austin, a member of the Guilford County Commissioners, who was in attendance.

(PowerPoint presentation will be attached to these minutes as a permanent part of the record)

170362

Master Developer Agreements - Multi-Use Stadium

Consideration of approval of the initial Development Agreement with Elliott Sidewalk Communities that forms the basis for further coordinating and initiating the proposed private development on City-owned land around the Multi-Use Stadium.

Randy Hemann, Assistant City Manager, presented the Initial Development Agreement with Elliott Sidewalk Communities to City Council. He explained that there has been a lot of work placed in the development of this conceptual plan, much of which has not shown up yet. The details of marrying a stadium to area development are very complex. There is a lot of design work and legal work that still needs to be done.

Mr. Hemann stated that we have talked about \$120 million to \$130 million in private development. Dr. Quebin has talked about his commitment and he has raised \$50 million; we have talked about the children's museum and the events center and all of these things add up to about \$200 million or in excess of that figure. The question becomes - what does it take to get from what you saw in the conceptual plan to what we can build. This is the agreement that is before Council. It takes a lot of design work and legal work. Mr. Hemann apologized to City Council for not getting the information before them prior to the meeting but he had just received it himself.

Council Member C. Davis interrupted Mr. Hemann and stated that when Council received the notice of today's Special Called Meeting, she immediately requested that any information be provided to Council. Mr. Hemann just stated that it was just sent to him, literally. So why are we being asked to vote on this today. Why were we not given this information prior to this meeting today.

Mayor Bencini asked that Council Member C. Davis let Mr. Hemann finish his presentation and then there would be time for questions.

Council Member C. Davis asked Mr. Hemann if he was expecting Council to vote on this agreement today.

Mr. Hemann answered that it would be the decision of Council. It would be presented to Council for a vote if they so choose to vote on it today.

Mr. Hemann stated there would be \$200 million worth of development in this project. These agreements will move us from concepts to down to details that result in shovels in the ground. There will be lots of design, engineering and architecture feasibility studies, some of which have already been done, and marketing. Mr. Elliot has agreed to work with us on this and he has the qualifications. This however, calls for agreement, whereby the City would continue working with him. The City would be the owner of whatever is produced. The contract amount is \$599,500 and this has been budgeted as part of the Council vote on April 13th for the expenditure of \$15 million for land purchase and design. If the City is going to move on this project it is time to finalize the design.

Mr. Hemann presented the City Council with a detailed copy of the Initial Development Agreement with Elliott Sidewalk Communities for the design of the Catalyst project. This contract states that Tim Elliott will be the Master Developer of the project and can be terminated by the City or Mr. Elliott at any time. Mr. Hemann briefly highlighted areas of the contract. The properties are divided up in the contract. On page 4 there are primary properties that are owned by the city (shown in Exhibit B) and are part of the 11.5 acres we have put together, 6.5 acres of which will remain or be developed later and about 5 acres which will be the stadium. There are secondary properties which are spelled out in the contract which are parcels owned and controlled by the City and or by Forward High Point which are outside the area for the project. There are also ancillary properties. The rights and obligations are also in the contract stating we are going to have development agreements which will follow this. We have worked with Mr. Elliott on the Master Plan thus far and Council has seen the results and this will just be a continuation of what you have seen to date. There may be minor tweaking, but staff feels comfortable in where we are and moving forward with the design of the downtown project. This contract was developed by the law firm of Parker and Poe and our City Attorney JoAnne Carlyle.

Council Member J. Davis asked Mr. Hemann about the language in Section 8 of the agreement – Initial Work Fees and monthly payment. Council Member J. Davis asked about the allocation of these fees for land parcels. If we are paying monthly payment as this thing progresses, what is the difference is between the monthly payment and how those fees are allocated to each land parcel assuming the Master Developer is purchasing each property as it gets developed at fair market value.

Mr. Hemann explained that these fees will be prorated based on a percentage basis on the parcels. The parcels will be sold at fair market value and the fees will be added into the selling price allowing the City to recoup these expenses.

Council Member Alexander stated that the Council met with Mr. Elliott several weeks ago and this is pretty much what was discussed at that time, so it is not new information to City Council.

Council Member C. Davis asked City Attorney Carlyle if there have been any revisions or amendments to the agreement since that time. Ms. Carlyle stated that there were some minor changes made to make it legal, but nothing major. It provides good coverage and protection for the city.

Upon motion by Council Member Alexander and seconded by Mayor Pro Tem Wagner, the Council approved the Initial Development Agreement with Tim Elliott Sidewalk Communities on the following 8-1 vote:

Aye (8): Mayor Bencini, Mayor Pro Tem Wagner, Council Member Alexander, Council Member Golden, Council Member Williams, Council Member Hill, Council Member J. Davis, and Council Member Ewing

Nay (1): Council Member C. Davis

Council Member C. Davis stated Council has not had an opportunity to read this. Those that were here on time for the meeting saw that Council was handed the packet just moments after they took their seats at the dais, and she will not be supporting something that she has not had an opportunity to properly read and or vet.

170366 Incentives Agreement - Multi-Use Stadium - Elliott Sidewalk Communities

Consideration of approval of the Incentives Agreement with Elliott Sidewalk Communities for development of the land around the proposed Multi-Use Stadium.

Randy Hemann, Assistant City Manager presented the Incentives Agreement with Elliott Sidewalks and Communities to the City Council.

He stated that properties will be sold at fair market value and the Master Developer will not be receiving funds from the sale. The Incentives Agreement with Mr. Elliott incents him to encourage construction much as we do with other companies. He will be paid as things are constructed. This is much like any other incentive that the city does. Unless there is performance the incentive is not paid.

This is a \$130 million private development project. Total incentives will be total around \$1.289 million and will be funded by the sale of the properties. This will be based on a number of factors. There is a chart on the last page of the document (Exhibit C – Incentives Compensation Plan) that outlines the incentives. (Agreement is attached as a permanent part of this record.)

Mr. Hemann stated that the developer is incentivized to go out and purchase property. He may want to assemble some additional properties, that is what this agreement is designed to do. That would be included as part of his master plan and the project.

Council Member J. Davis asked if these incentives are paid once the buildings have been finished. Mr. Hemann stated that is correct Mr. Elliott gets paid once the buildings are completed.

Council Member J. Davis asked where the dollars will come from.

Mr. Hemann stated the funds would come from the sale of the property. We have about 6.5 acres of developable property and we are in for about \$1 million per acre. We will some common area also and we are going sell at fair market value and that will fund these incentives.

Council Member Ewing asked if there are exclusions on commitments that have already been made such as the hotel.

Mr. Hemann answered yes that is part of the agreement. Anything that Mr. Elliott brings to the table and puts together is part of his package. That will be part of his master plan and the project.

Council Member J. Davis asked is any incentives will be paid on the non-profit development.

Mr. Hemann stated that no incentives will be paid on the non-profit development. It is not covered in the agreement. The event center, the children's museum are not a part of this agreement and are not eligible for incentives.

Upon motion by Council Member Alexander, seconded by Mayor Pro Tem Wagner, the Incentives Agreement with Elliott Sidewalk Communities was approved on the following 8-1 vote:

Aye (8): Mayor Bencini, Mayor Pro Tem Wagner, Council Member Alexander, Council Member Golden, Council Member Williams, Council Member Hill, Council Member J. Davis, and Council Member Ewing

Nay (1): Council Member C. Davis

Council Member C. Davis reiterated her previous statement. I will not be voting on something we have not had time to read. We have just received the information and many of you noticed that we got it right after we sat down and I do not think it is fair for Council or staff to expect us to vote on something that has not been read by this body.

170363

Financing Plan for Multi-Use Stadium

Presentation and consideration of a Financing Plan for the Multi-Use Stadium.

Jeff Moore, Financial Services Director, presented the financing plan for the proposed Multi-Use Stadium to City Council. Mr. Moore stated that the purpose of today's meeting was to update the Council on the proposed financing strategy. Today is an answer of the "what" to the Council's established goal: a downtown project that produces 500 private sector jobs; 15-20 new restaurants and shops; 250 new residential units and a centralized gathering space. Mr. Moore distributed copies of a financial plan with charts and graphs on projected catalyst project area development prepared by Davenport & Company the city's financial advisors. This report includes a chart showing the development of the Multi-Use Stadium with the shared use financing proposal made to the Guilford County Commissioners with their participation and a chart showing the Stadium with the City financing the project without the Guilford County Commissioners participation.

The "Plan B" for building the Multi-Use Stadium, which is the anchor of a \$200 million economic development plan for downtown, does not include the County participation. The City would still borrow \$30 million to \$35 million to build the stadium. This can be done without raising property taxes to cover the debt. The project timeline to become cash flow positive extends to nine (9) years (from five) and will take about twenty-two (22) years to pay for itself (FY 2039 – 40).

City Manager Greg Demko stated that we are looking at this option (Plan B) in order to amend the LGC application and stated Council needs to move forward to meet the deadline.

Council Member J. Davis asked the question about the CVB as they are a contractor of the City of High Point. Doesn't the money pass through the City to the CVB as a part of their contract. What do we have to protect that \$250,000 per year as leadership changes over the years.

Mr. Moore stated this is an excellent question and that the details of this arrangement have not been finalized at this time.

Council Member J. Davis asked if we should wait until this contract is finalized to protect ourselves over the next fifteen (15) years.

City Manager Demko stated that we are currently in the process of preparing a contract with the CVB.

Mayor Pro Tem Wagner asked if this information (report) came from Davenport.

Mr. Moore answered that it was prepared by Davenport and it was built on conservative principles.

Council Member Golden asked if the City can still issue \$38 million for future needs.

Mr. Moore stated that is correct and we will be bringing to City Council in the future for a GO Bonds discussion.

Council Member J. Davis asked if the revenues don't start until 2019 where does the revenue to pay for the bonds come from because we will have debt over the next twenty (20) years.

Mr. Moore stated that the details are in the numbers but we will need to appropriate \$1.7 million in the first years for project until revenue starts coming in.

City Manager Demko stated that this has been piece of the plan since the beginning. We have a firm debt service policy and can appropriate the \$1.7 million from the debt service fund - fund balance.

Council Member J. Davis asked if the fund balance will go down to 8%.

Mr. Moore answered no because we can take the money from the refundings and buy into the catalyst project.

Council Member Ewing asked that as to the debt capacity, is the \$38 million strictly GO and do we have room for revenue bonds.

Mr. Moore stated yes that is correct, we will have room for revenue bonds.

Council Member Alexander stated that what we end up with is that we have a plan A that was the original plan submitted to Guilford County Commissioners. Now we have a and Plan B so when we get to December we will take either plan that is appropriate at that time and move forward. Is there is a need for public hearing on Plan B.

Mr. Moore answered no public hearing is necessary on this part of the project. The public hearing was for proposed debt on the stadium and the purchase of land and how to underwrite that does not include financing of the project.

Upon motion by Council Member Alexander, seconded by Mayor Pro Tem Wagner, the Financing Plan (Option B) was approved on the following 8-1 vote:

Aye (8): Mayor Bencini, Mayor Pro Tem Wagner, Council Member Alexander, Council Member Golden, Council Member Williams, Council Member Hill, Council Member J. Davis, and Council Member Ewing

Nay (1): Council Member C. Davis

Council Member C. Davis reiterated her previous statement. I will not be voting on something we have not had time to read. We have just received the information and many of you noticed that we got it right after we sat down and I do not think it is fair for Council or staff to expect us to vote on something that has not been read by this body. I add that constituents have not had an opportunity to see these figures as we see them today, as they have not been put out for them to even view even though we don't need their approval, so to speak, to move forward this. I also have a problem with the fact that we are not asking them whether or not they want this debt. Frankly, I cannot support this.

170364

Budget Ordinance Amendment - Crime Scene Technicians

Council is requested to adopt a budget ordinance amending the 2017-2018 Annual Budget Ordinance to appropriate funds in the amount of \$120,000.00 for addition of two Crime Scene Technicians positions in the Police Department.

Eric Olmedo, Budget and Evaluations Manager, stated that at a recent Manager's Briefing the need for the addition of two crime scene technicians and equipment in the amount of \$170,796 was discussed. Because of the delay in the hiring process, these positions will not be filled until January so we only need to appropriate \$120,000 or salaries for six months.

Upon motion by Council Member Alexander, seconded by Mayor Pro Tem Wagner, this budget ordinance was adopted to approve the two new positions and equipment for the Police Department. The motion carried by unanimously by the following 9-0 vote.

Aye (9):

Mayor Bencini, Mayor Pro Tem Wagner, Council Member Alexander, Council Member C. Davis, Council Member Golden, Council Member Williams, Council Member Hill, Council Member J. Davis, and Council Member Ewing

Ordinance No. 7341/17-83**Introduced 10/19/2017; Adopted 10/19/2017****Ordinance Book, Volume XIX, Page No. 223****MOTION TO SUSPEND THE RULES**

170365

Closed Session of City Council

Motion was made by Council Member Alexander, seconded by Mayor Pro Tem Wagner to suspend the rules to go into closed session pursuant to N.C. General Statute 143-318.11(a)(3) for Attorney-Client privilege to discuss litigation regarding Seaboard Chemical; and pursuant NCGS §143-318.11(5)(i) to establish or instruct City staff concerning negotiations on

material terms relating to the acquisition of real property by purchase, option, exchange, or lease. Motion carried by a unanimous 9-0 vote.

At 3:00 p.m. Council Member Alexander MOVED to go into Closed Session for Attorney-Client privilege to discuss litigation regarding Seaboard Chemical; and establish or instruct City staff concerning negotiations on material terms relating to the acquisition of real property by purchase, option, exchange, or lease purposes. Mayor Pro Tem Wagner made a SECOND to the MOTION, which carried by a unanimous 9-0 vote.

Upon reconvening into Open Session at 3:15 p.m., Mayor Bencini announced there would be no action taken as a result of the Closed Session.

ADJOURNMENT

A motion was made by Council Member Alexander and seconded by Council Member Ewing to adjourn the meeting. Motion carried by a unanimous 9-0 vote.

Respectfully Submitted,

William S. Bencini, Jr., Mayor

Attest:

Cynthia C Duncan-Smith
Executive Assistant

**HIGH POINT CITY COUNCIL
SPECIAL MEETING
3rd Floor Lobby Conference Room
High Point Municipal Building
October 2, 2017 – 4:45 p.m.**

Present:

William S. Bencini, Jr., Mayor; Mayor Pro Tem Jay Wagner, and Council Members Latimer Alexander (At-Large); and Council Members Cynthia Y. Davis (At-Large), Jeffrey Golden (Ward 1), Chris Williams (Ward 2), Alyce Hill (Ward 3), and James C. Davis (Ward 5) and Jason Ewing (Ward 6)

Staff Present:

Greg Demko, City Manager; Randy McCaslin, Deputy City Manager; Randy Hemann, Assistant City Manager; JoAnne Carlyle, City Attorney; Loren Hill, President- High Point Economic Development Corporation; Sandy Dunbeck, Senior Vice President- High Point Economic Development Corporation; and Lisa Vierling, City Clerk

Mayor Bencini called the meeting to order at 4:45 p.m. and announced that the Special Meeting was called for the purpose of holding a Closed Session pursuant to N.C. General Statute 143-318.11(a)(4) for economic development. He then entertained a motion to enter into Closed Session for economic development purposes.

Council Member Alexander MOVED to go into Closed Session for economic development purposes. Council Member Ewing made a SECOND to the MOTION, which carried by a unanimous 9-0 vote.

Upon reconvening into Open Session at 4:56 p.m., Mayor Bencini announced there would be no action taken as a result of the closed session.

Respectfully Submitted,

William S. Bencini, Jr., Mayor

Attest:

Lisa B. Vierling, MMC
City Clerk

CITY OF HIGH POINT

AGENDA ITEM



Title: Appointment – NCMPA1 – Randy McCaslin, Deputy City Manager

From: Mayor Bencini

Meeting Date: November 6, 2017

Public Hearing: N/A

**Advertising Date /
Advertised By:**

Attachments: Resignation Letter

PURPOSE:

To appoint Randy McCaslin, Deputy City Manager, as the City appointed representative to the North Carolina Municipal Power Agency1 (NCMPA1) Board of Commissioners replacing former City Manager Strib Boynton.

BACKGROUND:

Former City Manager, Strib Boynton, was elected to serve on the ElectriCities Board of Directors from 2006 – 2012 (2 – three year terms) and has been serving as the City's appointed representative to the NCMPA1 Board of Commissioners since 2012. Mr. Boynton has recently submitted his resignation effective January 23, 2018 from the NCMPA1 Board of Commissioners.

BUDGET IMPACT:

N/A

RECOMMENDATION / ACTION REQUESTED:

Appoint Deputy City Manager Randy McCaslin to the NCMPA1 Board of Commissioners effective January 23, 2018. Mr. McCaslin will serve at the pleasure of City Council until further notice.

1230 Westminster Drive
High Point, North Carolina 27262
September 29, 2017

Honorable William S. Bencini, Jr., Mayor
City of High Point
1412 Trafalgar Drive
High Point, North Carolina 27265

Dear Bill:

As we discussed,, I will be stepping down as the City's representative to the Board of Commissioners of Agency 1, and as the elected Chairman of the Board of Commissioners, effective at the end of my term on January 23, 2018.

I thank you for your leadership and assistance during the near twenty years that I have served representing High Point in either appointed or elected leadership roles with both Agency 1 and the ElectriCities Board of Directors.

Together, we have delivered substantial value and service benefits to our 40,000 High Point electric customers. Work continues, and additional benefits are likely.

I wish you and the City continued success. Please let me know if you or others have any questions or if I can be of any assistance.

Respectfully,



Strib Boynton

Cc: City Council Members
Agency 1 Nominating Committee
Roy Jones, CEO

CITY OF HIGH POINT

AGENDA ITEM



Title: Ordinance to Demolish –222 Hobson St.

From: Michael McNair, Director
Community Development & Housing

Meeting Date: 11/6/17

Public Hearing: No

Advertising Date:

Advertised By:

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

PURPOSE:

A request by Community Development and Housing – Local Codes Section to adopt an ordinance ordering the inspector to demolish the dwelling at 222 Hobson Street.

BACKGROUND:

After a Complaint and Notice of Hearing was issued and a hearing held, an Order to Repair or Demolish was issued on 9/13/17. No action occurred by the compliance date of 10/16/17. The necessary repairs to the dwelling exceed its current tax value and the demolition is warranted.

BUDGET IMPACT:

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

RECOMMENDATION / ACTION REQUESTED:

Staff recommends the adoption of the requested ordinance to demolish this single family dwelling.

PENDING ACTION:

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

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

ORDINANCE

REQUEST: Ordinance to Demolish

PROPERTY

ADDRESS: 222 Hobson St.

OWNER: Rebekah J. Hoover

FIRST

INSPECTION:

2/21/17

Summary of Major Violations

1. Repair or replace damaged ceiling joists and rafters
2. Repair or replace damaged floor joists and subfloor
3. Repair or replace front porch
4. Repair or replace damaged exterior wall sheathing/covering
5. Repair or replace damaged roof sheathing and covering

HEARING

RESULTS:

9/11/17

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

ORDER(S)

ISSUED:

9/13/17

Order to Repair or Demolish
Date of Compliance 10/16/17

APPEALS:

No appeals to date.

OWNER

ACTIONS:

None

ADDITIONAL:

Ms. Hoover stated to the inspector in August 2017 that she had inquired about having the property demolished but that she didn't have the money to have it done.



POSTED
NO TRESPASSING
KEEP OUT





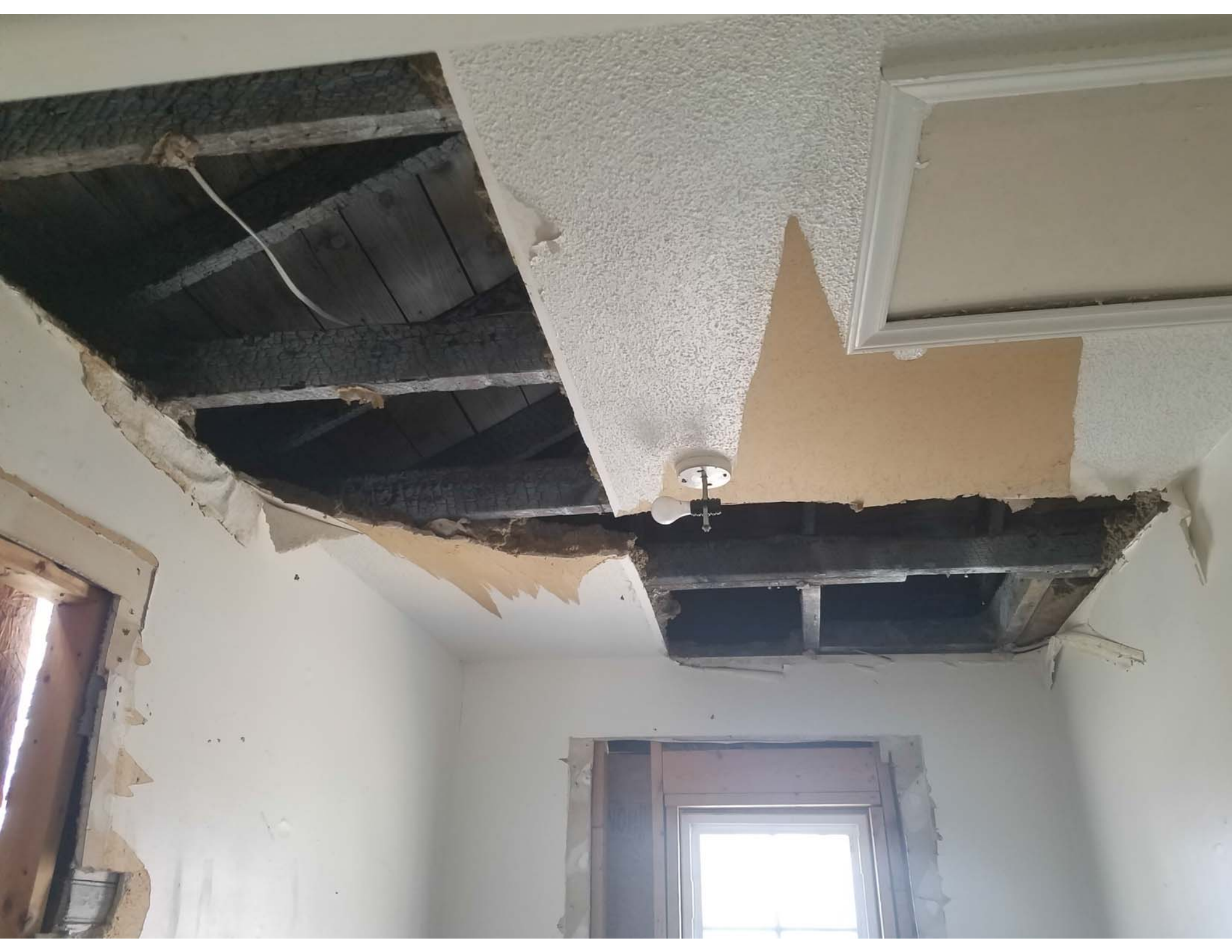














FINANCE COMMITTEE

Chaired by Council Member J. Davis

Members: J. Davis, Alexander, C. Davis, and Hill

September 27, 2017 – 4:00 P.M.

3rd FLOOR CONFERENCE ROOM

MINUTES

Present:

Committee Chairman Jim Davis and Committee Members Latimer Alexander, Cynthia Davis, and Alyce Hill

Staff Present:

Randy McCaslin, Deputy City Manager; Eric Olmedo, Budget & Administrative Manager; Jeff Moore, Director of Financial Services; JoAnne Carlyle, City Attorney; Jeron Hollis, Communications & Public Engagement Director; Terry Houk, Director of Public Services; Robby Stone, Assistant Director- Public Services; Derrick Boone, Assistant Director- Public Services; Major Larry Casterline, High Point Police; Bob Martin, Director of Customer Service; Angela Kirkwood, Director of Human Resources; Kim Thore, Right-of-way; Lisa Vierling, City Clerk

Others Present:

Mark Browder, Mark III Employee Benefits

News Media:

Pat Kimbrough, *High Point Enterprise*

Chairman J. Davis called the meeting to order at 4:00 p.m.

170334

Contract – Resurfacing of City Streets

Council is requested to approve a contract awarding Bid No. 12 to Thompson Arthur -APAC Atlantic, Inc. in the amount of \$2,433,542.20 for resurfacing of specific streets throughout the city.

Terry Houk, Director of Public Services, advised that the list of streets to be resurfaced is determined by the pavement condition survey, which is performed every three years that assesses the city's road/pavement ratings. Staff is recommending award of the contract to Thompson Arthur in the amount of \$2,433,542.20.

Committee Member C. Davis expressed disappointment that Evergreen did not make it on the street paving list. Deputy City Manager Randy McCaslin explained that this contract is for street resurfacing only.

Committee Member Alexander brought up improvements on Idol from N. Main Street to Westchester that are much needed. He suggested a 14-16-foot ribbon pavement would fix it. He asked what is planned for Idol Street and Robby Stone, Assistant Director of Public Services, replied that it would be an overlay of pavement. Chairman J. Davis asked if it might be possible to widen Idol Street. Deputy City Manager Randy McCaslin explained it could not be done under this particular contract and reiterated it is just for the resurfacing of streets. Council Member Alexander felt putting an overlay on Idol at this point would be a waste of money. Mr. McCaslin offered for staff to take a look at this area to see what can be done. He noted that some properties are for sell and it might be possible for the city to obtain some needed right-of-way on Idol Street for future improvements.

Chairman J. Davis moved to forward this matter to the City Council with a favorable recommendation for approval. Committee Member Alexander made a second, which carried by a unanimous 4-0 vote.

170335

Contract – Resurfacing of City Parking Lots

Council is requested to approve a contract awarding Bid No. 15 to Blythe Construction in the amount of \$724,301.22 for the resurfacing of City maintained parking lot at High Point City lake and Blair Park Golf Course. The Municipal Operations Center (MOC) parking lot has also been identified for resurfacing due to pavement deficiencies.

Public Services Director Terry Houk advised that the Parks and Recreation Department has budgeted for the resurfacing of the parking lots located at the High Point City Lake, Blair Park Golf Course, and the Municipal Operations Center (MOC). The resurfacing cost for the High Point City Lake and Blair Park Golf Course will come out of the Parks & Recreation budget, while the cost to resurface the MOC parking lot will come from the MOC budget.

Chairman J. Davis moved to forward this matter to the City Council with a favorable recommendation. Committee Member C. Davis made a second, which carried by a unanimous 4-0 vote.

170336 Contract – Sole Source – GEA Westfalia Gear Box

Council is requested to approve a sole source contract to GEA Westfalia in the amount of \$48,535.96 for the purchase of a replacement gear box for the centrifuge at the Westside Wastewater Treatment Plant (WWTP).

Terry Houk, Director of Public Services, explained due to a catastrophic failure of the gear box for the centrifuge at the Westside Wastewater Treatment Plant, it is critical that the centrifuge be repaired. The centrifuge is used for dewatering solids as part of the wastewater treatment process. Mr. Houk advised this is a sole source purchase and noted the only available replacement gearbox is from GEA Westfalia in Germany, which equates to a long lead time to get the equipment.

Jeff Moore, Director of Financial Services, pointed out the amount listed in the summary is \$48,000, but explained the amount in the recommendation is \$58,000 to cover the cost of shipping and travel.

Chairman J. Davis moved to forward this matter to the City Council with a favorable recommendation for approval. Committee Member Alexander made a second, which carried by a 4-0 unanimous vote.

170337 Contract – Broad Avenue Storm Improvements

Council is requested to approve a contract awarding Bid No. 08 to Breece Enterprises, Inc., in the amount of \$553,655.00 for Broad Avenue Storm Improvements.

Deputy City Manager Randy McCaslin advised this contract is associated with the stormwater project to improve the drainage going into the railroad track cut. He noted there is \$1.5 million in the two-thirds bond money that has been set aside to cover the cost for the first part of the project. He explained they would actually be boring under parts of Centennial and parts of the old Beeson Hardware building.

Committee Member Alexander asked about the stabilization of the banks and mentioned the massive problem with the ground hogs, red dirt, kudzu, and pointed out the road continues to deflect in front of the String & Splinter on High Street.

Mr. McCaslin explained this area is outside of the project area and agreed it was not a good situation, but could not be addressed at this point.

Chairman J. Davis moved to forward this matter to the City Council with a favorable recommendation for approval. Committee Member Hill made a second, which carried by a 4-0 unanimous vote.

170338 Contract – General Water, Sewer and Storm Improvements

Council is requested to approve a contract awarding Bid No. 17 to Breece Enterprises, Inc. in the amount of \$1,815,540.00 for general obsolete water, sewer and storm sewer improvements at different locations throughout the city.

Deputy City Manager Randy McCaslin advised that staff has been planning these projects for some time and explained these proposed improvements impact portions of the system which are undersized, damaged or otherwise at the end of their useful life. The money for these improvements has been set aside as part of the Pay-As-You-Go program. The contract contains stormwater work on Briarwood Avenue, water line work on Wise Avenue, Lincoln Drive and Twin Oaks Court; and sewer work on Huntington Road, 200 Eastchester Drive, Blair Park (near #7 tee box), Westover Drive, Richland Creek, Mandustry Street, Stoneybrook Drive, Franklin Avenue, and Edgedale Drive.

Chairman J. Davis moved to forward this matter to the City Council with a favorable recommendation for approval. Committee Member Hill made a second, which carried by a 4-0 unanimous vote.

170339 Master Professional Agreements – Geo-Technical & Material Testing Services

Council is requested to approve a contract awarding Master Professional Service Agreements for Geo-Technical and Materials Testing with Atlantic Cost, ECS, ESP, Geo-Hydro, S&ME, Summit and Terracon to provide services to City Departments on an as needed basis.

Jeff Moore, Director of Financial Services, explained this would assist various departments within the city by having a number of already qualified individuals available to address work that might need to be done in the future. Staff went through the RFQ process and received seven proposals based on anticipated work for a five-year period. Staff is recommending approval of all seven. Mr. Moore noted that as the various work comes up, if the amount for the projects comes in above the amount that the city manager is authorized to approve, it would come back to the City Council for approval.

Chairman J. Davis moved to forward this matter to the City Council with a favorable recommendation for approval. Committee Member Alexander made a second to the motion, which carried by a 4-0 unanimous vote.

170340 Contract – Electronic Payment Solutions

Council is requested to approve a contract awarding Bid No. 14 to Paymentus in the amount of \$335,000 for the City's electronic payment solution which includes IVR, Web and CSR phone payments.

Bob Martin, Director of Customer Service, advised that the city uses a third-party vendor for accepting electronic payments and currently is using ACI. He reported staff has encountered some service issues with ACI and put out an RFP for electronic payment solutions. Five responses were received, which they narrowed to two and had the two companies come in and do demonstrations. Staff is recommending the contract be awarded to Paymentus.

Mr. Martin pointed out that the contract with Paymentus would result in an estimated additional \$12,000 a year, based on \$1.85 per transaction; however, the contract price that came in from the current provider, ACI, would have been much higher @ \$1.95 per transaction. Mr. Martin advised there would be some expanded features such as text to pay, auto pay credit card, and an app.

Committee Member C. Davis inquired about the life of the contract. Mr. Martin advised that the contract would be for two years with three, one-year fixed extensions—all at the city's option.

Chairman J. Davis moved to forward this matter to the City Council with a favorable recommendation for approval. Committee Member Hill made a second to the motion, which carried unanimously.

170341 Budget Ordinance Amendment – Purchase of Property at 2401 S. Main Street

Council is requested to adopt an ordinance amending the 2017-2018 Budget Ordinance to appropriate funds in the amount of \$150,000.00 for the purchase of property located at 2401 S. Main Street for the future expansion of Fire Station No. 6.

Deputy City Manager Randy McCaslin advised that the Fire Department is thinking ahead and looking at future expansion of Fire Station No. 6 at this location. He explained that it might be possible to offset some of the realignment on Springfield in the future and noted the building currently sitting on the property at 2401 S. Main Street is right on the street, which causes a terrible site distance issue. Once the property is acquired by the city, plans are to demolish the building and retain the property for future use.

Chairman J. Davis pointed out the property has been vacant for a while now and questioned the price of \$150,000 that was negotiated with the property owner. He

asked if this was a fair market price. Right-of-Way Agent Kim Thore replied that it is fair market price.

Chairman J. Davis moved to forward this matter to the City Council with a favorable recommendation for approval. Committee Member Alexander made a second to the motion, which carried by a 4-0 unanimous vote.

170342 Purchase of Property – 2401 S. Main Street

Council is requested to authorize the City Attorney's office to proceed with the purchase of property located at 2401 S. Main Street in the amount of \$100,000.00 for future expansion of Fire Station No. 6.

Chairman J. Davis moved to forward this matter to the City Council with a favorable recommendation for approval. Committee Member Alexander made a second to the motion, which carried by a 4-0 unanimous vote.

170343 Ordinance – Budget Amendment - National Network for Safe Communities

Council is requested to adopt an ordinance amending the 2017-2018 City of High Point Budget Ordinance to appropriate funds in the amount of \$39,654.00 for the National Intimate Partner Violence Initiative Grant received by the High Point Police Department.

Major Larry Casterline with the High Point Police Department explained this grant would not require matching funds from the city. It will be used for travel and teaching at selected sites across the country and also covers salaries for those traveling.

Chairman J. Davis moved to forward this matter to the City Council with a favorable recommendation for approval. Committee Member Alexander made a second to the motion, which carried by a 4-0 unanimous vote.

170344 Resolution – Interlocal Agreement and MOU - Cold Case DNA Grant

Council is requested to adopt a Resolution authorizing the amended Interlocal Cold Case DNA Grant Agreement and the amended MOU between the cities of Winston Salem, Greensboro and High Point.

Major Larry Casterline with the High Point Police Department advised that this initially was a three-year grant with the original terms for the agreement from October 1, 2014 through September 30, 2016, but they were subsequently approved for a one-year extension in order to continue the work. The extension is now slated to expire on September 30, 2017. He reported with the continuing success over the

past year, all the involved parties are now supportive of extending it an additional year until September 30, 2018.

In reality, Major Casterline reported that High Point has been the only agency that has been attending the homicide classes that the grant pays for.

Chairman J. Davis moved to forward this matter to the City Council with a favorable recommendation for approval. Committee Member C. Davis made a second to the motion, which carried by a 4-0 unanimous vote.

170345

Contract Renewal – CIGNA – Employee Health Care

Council is requested to authorize the City Manager to execute a twelve-month (12) contract with CIGNA Healthcare for health care coverage for city employees effective January 1, 2018 – December 31, 2018.

Angela Kirkwood, Director of Human Resources, introduced Mark Browder with Mark III, the city's consultant who assisted with the research regarding the upcoming renewal for health care coverage for city employees.

As a consultant for the city, Mr. Browder advised that they have been working with the city on the health care plan and a variety of benefits and started researching and getting information together in February 2017 for the upcoming renewal for the plan year January 1, 2018 through December 31, 2018. In looking at past claims, a difficult renewal was anticipated for 2018 because in 2016 and 2017, CIGNA did not charge enough in premiums to cover the claims cost, which turned out to be a great value to the City of High Point.

As a result, there was about a 4.9% increase in 2016 and claims went up 13%. The 5% was in place for 2017, and this put CIGNA in a loss position again for this current claim year. Mark III was looking at a 20% increase based on plan performance and experience. RFPs were sent out for both fully-insured and self-funded responses and the results were evaluated with staff on September 7th.

Mr. Browder pointed out that CIGNA was extremely aggressive on the current plan at a 12.2% increase. He advised that they also looked at self-funded options because this has been a topic of interest in the past. CIGNA was the best solution when looking at the self-funded costs; however, to validate the fully-insured renewal from CIGNA, they were calling for a 12.8% increase for the self-funded renewal which meant there would be no real logic or reason to transition away from the fully-insured arrangement at this time. As a result, they do not see self-funding as a viable solution for the city in 2018, but will continue looking at this as an option going into 2019.

CIGNA's renewal rate in 2018 without any benefit design changes was around a 12.2% increase. Other options to mitigate the renewals were considered such as benefit/design changes. Some of the options considered were:

Option 2

- *Changing co-pays for both primary care and specialists;*
- *Increasing the deductible from \$750 to \$1,250 for single coverage and \$1,500 to \$2,500 for family coverage;*
- *Increasing out-of-pocket maximum;*
- *Mitigating the rule down to about a 5% increase*

Option 3

- *Changing the deductible from \$1,250 down to \$1,000 for single coverage and from \$2,500 to \$2,000 for family coverage*

Everything else remained the same and it changed it from a 5.36% increase to a 7.85% increase.

Council Member Alexander asked if it might be possible for High Point to offer some type of healthcare savings account (HSA) allowing employees to shelter income that could be used to take care of some of the deductible and other costs. Mr. Browder advised that about 25 of their clients do offer a dual-option traditional co-pay plan, as well as an FSA (Flexible Spending Account) Plan, similar to what the city currently has. He further explained that in the priorities for the upcoming year and given the expectation for a dramatic increase, they focused on plans already in place. He advised that HSAs could be a topic for the 2019 plan year. Mr. Browder noted that many of their customers are doing the HSAs because of the many advantages an HSA offers such as tax advantages and the ability to take it into retirement.

Mr. Browder explained that the acquisition of Cornerstone by Wake Forest Baptist in 2016 caused some confusion with the employees, so they decided to drop the client-specific network and recommended the city do Option 3 for the upcoming year.

Chairman J. Davis asked about the reasons for the significant increase in claims. Mr. Browder explained that typically the normal trend for increases in North Carolina is about an 8% increase a year. He further explained there are a variety of reasons for increases in claims: aging population; increased costs and reimbursement to providers, hospitals; increased pharmaceutical costs; overall health of the population; obesity, etc....

Mr. Browder then touched on the city's self-funded Dental Plan and noted the city was actually in a negative position this time last year, but is in a break-even

position this year. He noted they were calling for about a 16% increase, which was moderated with a 9% increase. He anticipates a larger financial spread at the end of the plan year. They formerly called for a 6.36% increase, but are recommending a 5% increase, which represents about \$40,000 for the upcoming year. All-in-all, they are recommending retaining the current benefits in the Dental Plan, with a 5% increase split equally across both the city and the employees.

Chairman J. Davis asked if the city would be absorbing the 5% increase in the budget and Deputy City Manager Randy McCaslin replied in the affirmative. Chairman J. Davis felt the city employees are getting a good deal and inquired about how the city's insurance coverage/cost compares to the private sector. Angela Kirkwood, Human Resources Director, explained that the recruiting and competition with other municipalities must also be a consideration. Mr. Browder noted within the private sector, he felt it is a good, competitive plan, but there are competitors in the area that have significantly richer benefits.

Mr. McCaslin pointed out the city's Electric Department continues to lose linemen and insurance is a big consideration for them because many of the electric co-ops pick up 100% of the insurance costs.

Chairman J. Davis felt paying the employees more and going up on the health insurance costs would make it more competitive because he continuously hears that High Point does not pay its employees as well as some of the other jurisdictions.

As a reminder, Mr. Browder pointed out that with the proposed renewal, they would be passing along more costs to those that have claims and as part of this renewal, they are mitigating a 12.2% down to a 7.85% and that a 5% or so spread is being passed on to those employees and their dependent costs are going up as well, which reflects that the employees are sharing in the claim changes that are occurring in the plan.

There being no further questions posed or discussion regarding this matter, **Chairman J. Davis MOVED to forward this matter to the City Council with a favorable recommendation. Committee Member Alexander made a SECOND, which carried by a 4-0 unanimous vote.**

170360**Contract – Samet Corporation**

Approval of contract with Samet Corporation for design, demolition and construction related to the multi-use stadium and Catalyst project.

City Attorney Joanne Carlyle advised there are some documents in place, but they are not yet in final format due to some considerations that were just received this afternoon from Samet. She explained that she has not had an opportunity to review

the changes, so she was not sure if the changes that have been verbally agreed to are included. She further explained that because of the thickness of the contract, a determination would need to be made as to whether or not the whole document or a summary would be provided to the Council.

Ms. Carlyle explained that the contract with Samet Corporation is for design, demolition and construction related to the multi-use stadium and Catalyst project and it is pretty standard following the basic AIA document with some exhibits to incorporate things that are applicable to municipal and local government law.

She further explained that a change order has been submitted for the demolition pricing and design costs, which would be an amendment to the base agreement and she pointed out there would be additional change orders as they go towards the \$30 million. Included is an estimated \$1.6 million for demolition pricing, and \$2.4 million attributed towards the design costs.

To increase Council's comfort level, Ms. Carlyle pointed out that Council's approval of this contract that it does not automatically commit the city to the \$3.8 million. She advised that although it is not anticipated that things will go south, the Council would have the option to terminate the contract and would not be committed to the \$3.8 million. If the contract is terminated, the city would be obligated to pay Samet for any work that has been performed and completed until that time.

Chairman J. Davis asked for clarification in the last paragraph regarding termination of the contract, and asked if this means that the city could walk away without any other penalties other than paying for the work that has already been performed. As an attorney, Ms. Carlyle advised that she could not guarantee that they would ask for more, but that is legally what the documents say. She felt they would have a very weak argument to make for anything else, unless something completely unpredictable surfaces.

Chairman J. Davis then MOVED to forward this matter to the City Council with a favorable recommendation for APPROVAL. Committee Member Alexander made a SECOND to the motion, which carried by a 3-1 vote by the Committee, with Council Member C. Davis dissenting.

Note: Due to the one dissenting vote, this matter will appear on the October 2, 2017 Regular Agenda.

170346 Public Hearing - Resolution – 2017 Byrne Justice Assistance Grant (JAG) Interlocal Agreement

Monday, October 2, 2017 at 5:30 p.m. is the date and time established to receive public comments on the adoption of a Resolution authorizing the execution of an interlocal agreement between the City of Greensboro, City of High Point and Guilford Count for shared use of the 2017 Edward Byrne Memorial Justice Assistance Grant (JAG) funds.

No action was necessary for this matter.

Respectfully Submitted,

Lisa B. Vierling, MMC
City Clerk

Jim Davis, Chair



2017 PRIMARY ELECTION
10/10/2017
ABSTRACT OF VOTES
FOR
DAVIDSON COUNTY, NORTH CAROLINA

INSTRUCTIONS

The county board shall prepare abstracts of all the ballot items in triplicate originals. The county board shall retain one of the triplicate originals, and shall distribute one each to the city or town clerk for the municipality and the State Board of Elections. The State Board of Elections shall forward the original abstract it receives to the Secretary of State (GS § 163-182.6)

**STATE OF NORTH CAROLINA
COUNTY OF DAVIDSON**

The County Board of Elections for said county, having opened, canvassed, and judicially determined the original returns of the election in the precincts in this county, held as above stated, do hereby certify that the above is a true abstract thereof, and contains the number of legal ballots cast in each precinct for each office or referendum named, the name of each person or choice voted for, their party affiliation (where applicable), and the number of votes cast for each person or choice for the item named.

This is the 16th day of October, 2017.

Jon W Myers

Chairman

Fuad A. James

Secretary

Member

This day personally appeared before me, Jon W. Myers, Chairman of the County Board of Elections, who being duly sworn, says the abstract of votes herein contained is true and correct, according to the returns made to said Board.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal this the 16th day of October, 2017.

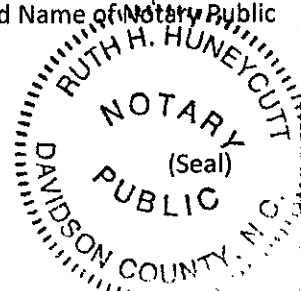
Ruth H. Huneycutt

Official Signature of Notary Public

Ruth H. Huneycutt

Printed/Typed Name of Notary Public

My Commission Expires: 7/17/2022



October 10, 2017 Primary Election Results by Precinct

Monday, October 16, 2017
Page 1 of 2

Precinct	Contest	Choice	Party	Total Votes	Election Day	One Stop	Abs Mail	Provisional
72	CITY OF HIGH POINT MAYOR -	Bruce Davis		19	17	2	0	0
		James (Jim) Davis		73	73	0	0	0
		Jay W. Wagner		122	117	5	0	0
		Mary Lou Andrews Blakeney		10	10	0	0	0
		Cynthia (Cindy) Davis		75	75	0	0	0
		Daniel Gardner		31	31	0	0	0
		Michael A. Holmes		10	10	0	0	0
		Britt W. Moore		129	122	7	0	0
		Sarah Jane Otte		17	17	0	0	0
		Don Scarborough		130	123	7	0	0
		Jim Bronnert		28	28	0	0	0
		Wesley Hudson		36	36	0	0	0
36A	CITY OF HIGH POINT CITY COUNCIL WARD 4 -	Jody W. Kearns		36	36	0	0	0
		Bruce Davis		0	0	0	0	0
		James (Jim) Davis		1	1	0	0	0
		Jay W. Wagner		2	2	0	0	0
		Mary Lou Andrews Blakeney		0	0	0	0	0
		Cynthia (Cindy) Davis		0	0	0	0	0
		Daniel Gardner		1	1	0	0	0
		Michael A. Holmes		0	0	0	0	0
		Britt W. Moore		3	3	0	0	0
		Sarah Jane Otte		0	0	0	0	0
		Don Scarborough		2	2	0	0	0
		Bruce Davis		13	13	0	0	0
36A	CITY OF HIGH POINT MAYOR -	James (Jim) Davis		43	43	0	0	0
		Jay W. Wagner		43	43	0	0	0
		Mary Lou Andrews Blakeney		9	9	0	0	0
		Cynthia (Cindy) Davis		47	47	0	0	0
		Daniel Gardner		23	23	0	0	0
		Michael A. Holmes		26	26	0	0	0
		Britt W. Moore		40	40	0	0	0
		Sarah Jane Otte		11	11	0	0	0
		CITY OF HIGH POINT CITY COUNCIL AT-LARGE -						
		CITY OF HIGH POINT CITY COUNCIL AT-LARGE -						
		CITY OF HIGH POINT CITY COUNCIL AT-LARGE -						
		CITY OF HIGH POINT CITY COUNCIL AT-LARGE -						

October 10, 2017 Primary Election Results by Precinct

Monday, October 16, 2017
Page 2 of 2

Precinct	Contest	Choice	Party	Total Votes	Election Day	One Stop	Abs Mail	Provisional
86A	CITY OF HIGH POINT CITY COUNCIL AT-LARGE	Don Scarborough		48	48	0	0	0
	CITY OF HIGH POINT CITY COUNCIL WARD 4	Jim Bronnert		27	27	0	0	0
88	CITY OF HIGH POINT MAYOR	Wesley Hudson		36	36	0	0	0
		Jody W. Kearns		31	31	0	0	0
		Bruce Davis		6	6	2	0	0
		James (Jim) Davis		29	29	0	0	0
		Jay W. Wagner		77	72	5	0	0
		Mary Lou Andrews Blakeney		1	1	0	0	0
	CITY OF HIGH POINT CITY COUNCIL AT-LARGE	Cynthia (Cindy) Davis		28	28	0	0	0
		Daniel Gardner		7	7	0	0	0
		Michael A. Holmes		4	4	0	0	0
		Britt W. Moore		86	79	7	0	0
		Sarah Jane Otte		6	6	0	0	0
		Don Scarborough		80	73	7	0	0
	CITY OF HIGH POINT CITY COUNCIL WARD 4	Jim Bronnert		1	1	0	0	0
		Wesley Hudson		0	0	0	0	0
		Jody W. Kearns		5	5	0	0	0

October 10, 2017 Primary Election Results by Contest

Monday, October 16, 2017
Page 1 of 1

Contest	Choice	Party	Total Votes	Election Day	One Stop	Abs Mail	Provisional
CITY OF HIGH POINT MAYOR -	Bruce Davis		19	17	2	0	0
	James (Jim) Davis		73	73	0	0	0
	Jay W. Wagner		122	117	5	0	0
CITY OF HIGH POINT CITY COUNCIL AT-LARGE -	Mary Lou Andrews		10	10	0	0	0
	Blakeney						
	Cynthia (Cindy) Davis		75	75	0	0	0
	Daniel Gardner		31	31	0	0	0
	Michael A. Holmes		10	10	0	0	0
	Britt W. Moore		129	122	7	0	0
	Sarah Jane Otte		17	17	0	0	0
	Don Scarborough		130	123	7	0	0
	Jim Bronnert		28	28	0	0	0
CITY OF HIGH POINT CITY COUNCIL WARD 4 -	Wesley Hudson		36	36	0	0	0
	Jody W. Kearns		36	36	0	0	0

CITY OF HIGH POINT

AGENDA ITEM



Title: Acknowledge Receipt of Abstract of Votes – Primary Election Results

From: Lisa B. Vierling, City Clerk

Meeting Date: November 6, 2017

Public Hearing: N/A

**Advertising Date /
Advertised By:**

Attachments: Guilford County Results
Forsyth County Results
Davidson County Results
Randolph County Results

PURPOSE:

To acknowledge receipt of the Abstract Votes for the Primary Election held Tuesday, October 10, 2017.

BACKGROUND:

The City of High Point held a primary election on Tuesday, October 10, 2017 for the purpose of candidates for the office of mayor, at-large City Council Members, Ward 4 City Council Members and Ward 5 City Council Members.

BUDGET IMPACT:

N/A

RECOMMENDATION / ACTION REQUESTED:

acknowledge receipt of the Abstract Votes for the Primary Election held Tuesday, October 10, 2017 from Guilford County, Forsyth County, Davidson County and Randolph County.

Office of the Mayor
City of High Point
North Carolina

RESOLUTION...

WHEREAS, the City of High Point endorses community partnerships that focus on improving safety, encouraging civic mindedness and developing positive relationships within our community; and,

WHEREAS, New Bethel Baptist Church, 1116 Montlieu Avenue, under the leadership of Senior Pastor W. Sherman Mason II, is committed to the welfare of the City, and to providing services to community members through active outreach programs; and,

WHEREAS, in response to an increase in violent crime, New Bethel Baptist Church identified the lack of positively structured, educational and developmental opportunities for local youth, ages 6-15 during the Summer of 2017; and,

WHEREAS, New Bethel Baptist Church prioritized this as a critical need, necessary for providing the children with positive mentoring, guidance for good decision making, and an overall productive Summer experience; and,

WHEREAS, although there was no outside funding made available and no other organizations agreed to actively support their efforts, New Bethel Baptist Church took it upon themselves to both fund and staff this program; and,

WHEREAS, they originally planned on having 20-25 participants but ended up approving requests from almost 90 local children to attend the summer camp, and then averaged a daily attendance of approximately 60 participants; and,

WHEREAS, they successfully implemented this Summer program, providing structure, positive mentoring, education, positive interactions with members of the High Point Police Department and an overall fun atmosphere for all participants.

NOW BE IT RESOLVED, that the High Point City Council commends and recognizes New Bethel Baptist Church, for their outreach, their service to the City and Community, and their positive contributions to our Children. High Point will be a stronger City because of their dedication, service, and passion. Together, through partnerships such as these, we will continue to make High Point a vibrant, safe and livable community for all our residents and visitors.



IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Seal of the City of High Point, North Carolina this 6th day of November 2017.


William S. Bencini, Jr., Mayor

1230 Westminster Drive
High Point, North Carolina 27262
September 29, 2017

Honorable William S. Bencini, Jr., Mayor
City of High Point
1412 Trafalgar Drive
High Point, North Carolina 27265

Dear Bill:

As we discussed,, I will be stepping down as the City's representative to the Board of Commissioners of Agency 1, and as the elected Chairman of the Board of Commissioners, effective at the end of my term on January 23, 2018.

I thank you for your leadership and assistance during the near twenty years that I have served representing High Point in either appointed or elected leadership roles with both Agency 1 and the ElectriCities Board of Directors.

Together, we have delivered substantial value and service benefits to our 40,000 High Point electric customers. Work continues, and additional benefits are likely.

I wish you and the City continued success. Please let me know if you or others have any questions or if I can be of any assistance.

Respectfully,



Strib Boynton

Cc: City Council Members
Agency 1 Nominating Committee
Roy Jones, CEO

BK: R 7994
PG: 2324-2327
RECORDED:
11-14-2017
12:40:52 PM
BY: MARY MORGAN
DEPUTY-HP



2017064388
GUILFORD COUNTY, NC
JEFF L. THIGPEN
REGISTER OF DEEDS

NC FEE \$26.00

Return to: JoAnne Caryle, City Attorney
City of High Point
P.O. Box 230
High Point, NC 27261
Ordinance No. 7347 / 17-90

4a
AN ORDINANCE EXTENDING THE CORPORATE LIMITS OF THE
CITY OF HIGH POINT, NORTH CAROLINA

WHEREAS, The City of High Point has been petitioned under G.S. 160A-31, as amended, to annex the area described herein; and,

WHEREAS, the City Clerk has investigated the sufficiency of said petition and has certified it to be valid; and

WHEREAS, a public hearing on this annexation was held at the Municipal Building at 5:30 p.m. on the 6th day of November, 2017; and,

WHEREAS, the City of High Point does hereby find as a fact that said petition meets the requirements of G.S. 160A-31 as amended;

**NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF
HIGH POINT, NORTH CAROLINA:**

SECTION 1. By virtue of the authority granted by G.S. 160A-31 as amended, the following described territory is hereby annexed, and made a part of the City of High Point as of November 6, 2017.

ANNEXATION DESCRIPTION

**William R. Fowler, Jr and Tonia C. Fowler
Annexation Case 17-09 (AN-17-09)**

Being a parcel of land for proposed annexation situate in High Point Township, Guilford County, High Point, North Carolina being described by the following metes and bounds:

BEGINNING at an existing iron pipe near a stone marking the southeastern corner of Donna R. Wallace as recorded and described in Deed Book 3305 Page 281 in the office of the Register of Deeds of Guilford County, North Carolina said iron pipe also being in the western line of Lot 12,

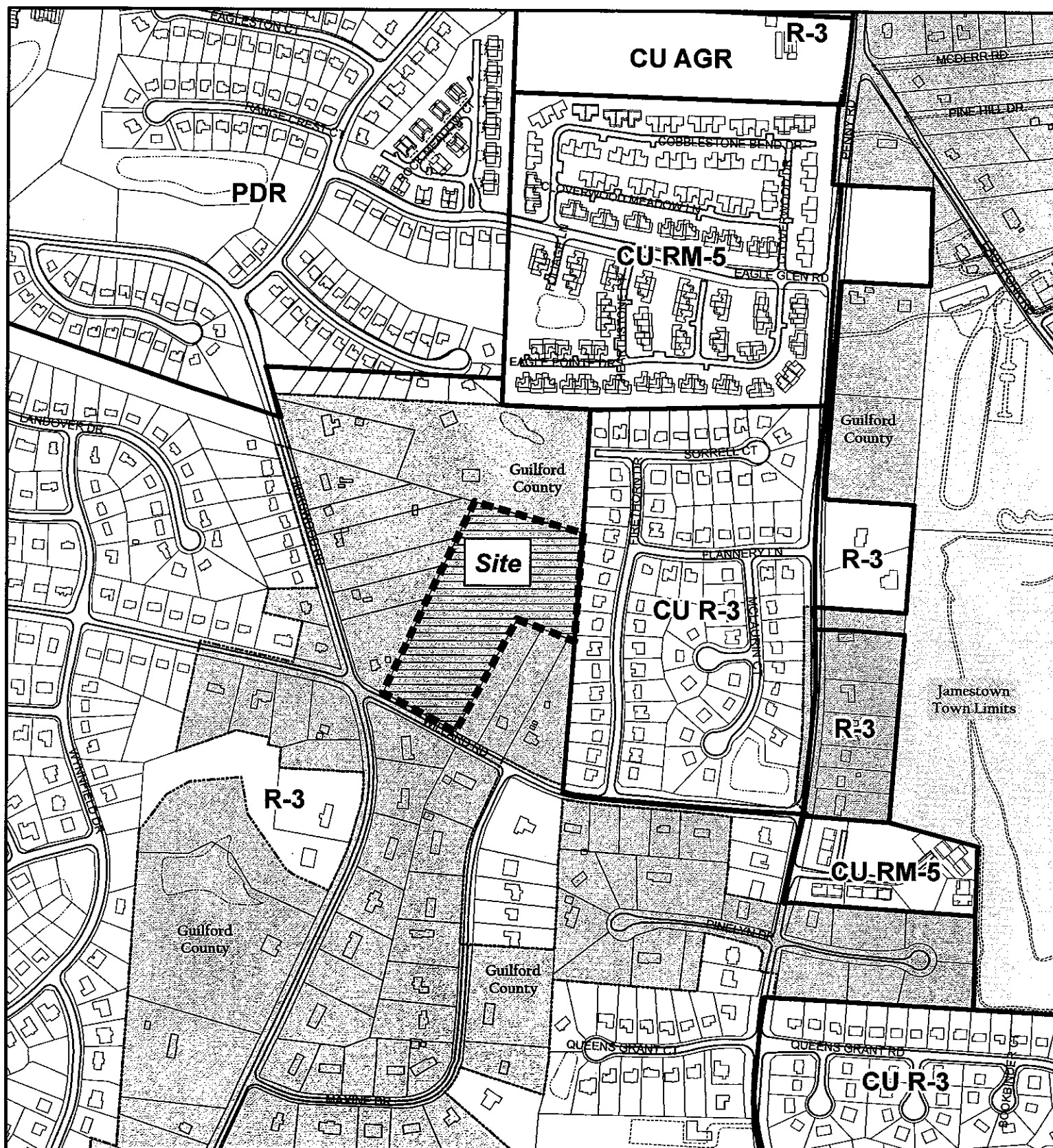
Meadowridge Subdivision, Section 2 as shown on a map recorded in Plat Book 127 Page 72 in said Guilford County Registry; thence running along said western line of said Lot 12 and Lots 11-7, said Meadowridge Subdivision, Section 2 South 04°09'09" West 471.77 feet to an existing iron pipe marking the northeastern corner of Christine C. Griffin Heirs, no Deed reference available; thence along the northern line of said Griffin Heirs North 62°26' 16" West 69.77 feet to an existing iron pipe marking the northeastern corner of Robert L. Griffith and Christine D. Griffith as recorded and described in Deed Book 4861 Page 938 in said Guilford County Registry; thence along the northern line of said Griffith North 62°1 0'30" West 198.82 feet to an existing iron pipe marking the northwestern corner of said Griffith; thence along the western line of said Griffith South 27°57'47" West 467.67 feet to a computed point in the northern margin of Willard Road, State Road 1539; thence along said northern margin North 62°00'11" West 292.98 feet to a computed point at the southeastern corner of William R. Fowler, Jr., Trustee and Betty Tew Hoots, Trustee as recorded and described in Deed Book 7629 Page 2996 in said Guilford County Registry; thence along the eastern line of said Fowler, Jr., Trustee and Hoots, Trustee, William Rahlo Fowler, Jr. and Tonia Crum Fowler as recorded and described in Deed Book 7788 Page 3058 in said Guilford County Registry and William Jackson Beard, Sr. and Norma J. Beard as recorded and described in Deed Book 6736 Page 461 in said Guilford County Registry, the following four (4) courses and distances: 1) North 27°08'56" East 339.07 feet to a computed point; thence 2) North 27°05'30" East 140.71 feet to a computed point; thence 3) North 27°07'09" East 139.95 feet to a computed point; thence 4) North 26°13'50" East 192.19 feet to a computed point in the southern line of said Donna R. Wallace; thence along said southern line of said Wallace South 74°55'36" East 395.91 feet to the point and place of BEGINNING containing approximately 7.53 acres, more or less, being all that portion of Guilford County PIN 7812553854, north of Willard Road (State Road 1539).

Guilford County Tax Parcel ID: 0187194
PIN: 7812553854

SECTION 2. Upon and after **November 6, 2017** the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of High Point, and shall be entitled to the same privileges and benefits as other parts of the City of High Point. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

SECTION 3. The Mayor of the City of High Point shall cause to be recorded in the Office of the Register of Deeds of Guilford County and in the Office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 above, together with a duly certified copy of this ordinance. Such a map shall also be delivered to the Guilford County Board of Elections, as required by G.S. 163-288.1.

Adopted by City Council,
this the **6th day of November, 2017**
Lisa B. Vierling, City Clerk



ANNEXATION REQUEST AN-17-09

Applicant: William R Fowler Sr and William R Fowler Jr
Area: 7.53 acres

Existing Zoning Boundary —————
Subject Property Boundary - - - - -

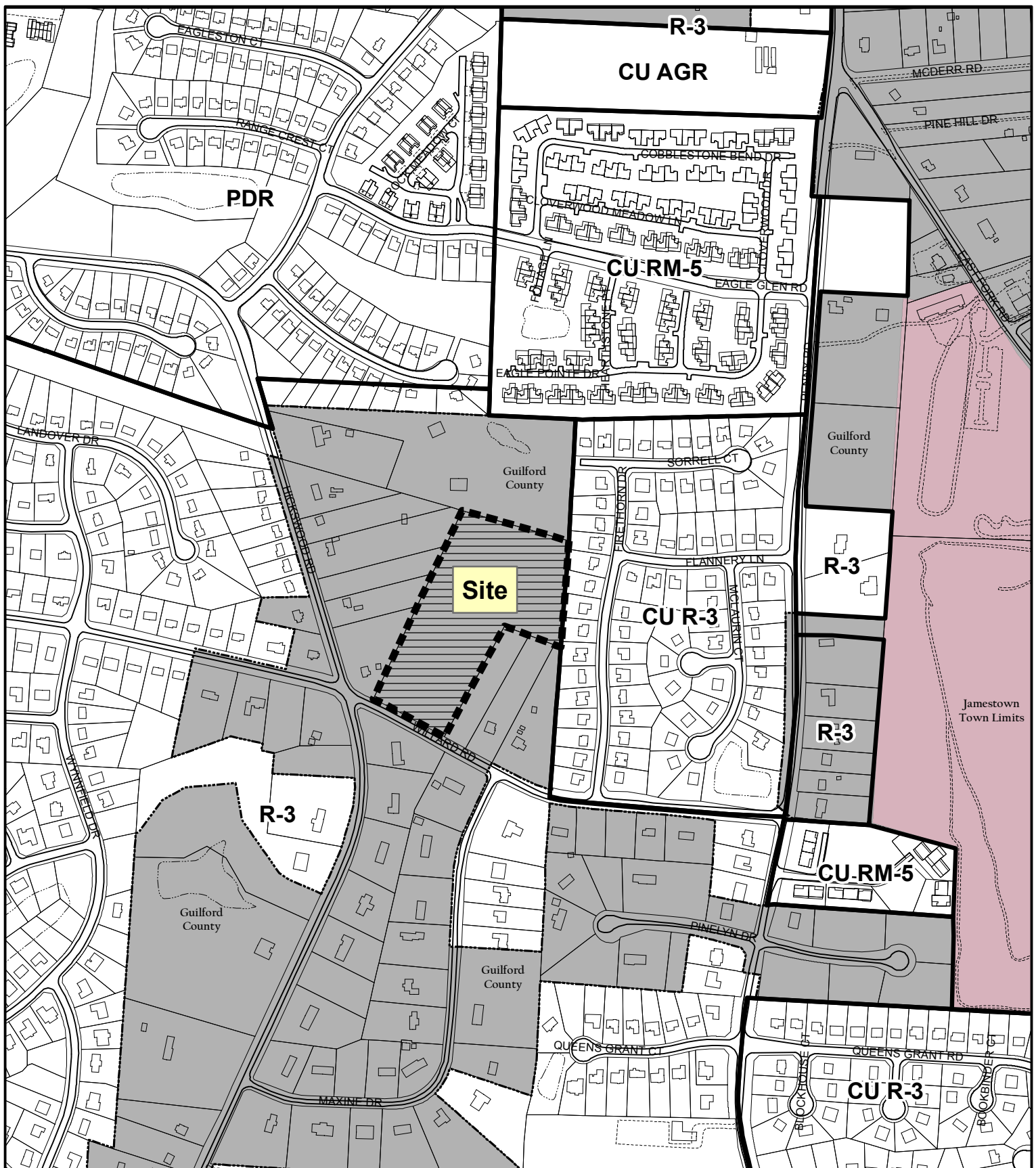
**Planning & Development
 Department**

City of High Point

Date: August 15, 2017



Scale: 1"=500'
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 2017\pz\an17-09.mxd



ANNEXATION REQUEST AN-17-09

Applicant: William R Fowler Sr and William R Fowler Jr
Area: 7.53 acres

Existing Zoning Boundary —————
Subject Property Boundary - - - - -

**Planning & Development
 Department**

City of High Point

Date: August 15, 2017



Scale: 1"=500'

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City of High Point

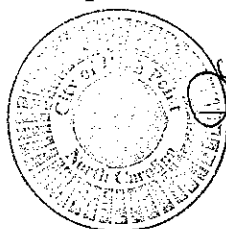


City of High Point
Municipal Office Building
211 South Hamilton Street
High Point, NC 27261

Certification

I, Lisa B. Vierling, City Clerk of the City of High Point, North Carolina, do hereby certify that the foregoing is a true and accurate Ordinance adopted by the City Council in official Session on November 6, 2017 and upon approval by City Council will be recorded in Book 92 of the Official Minute Books and Ordinance Book XIX of this City, under my care, custody and control. As of this date, action to adopt said Ordinance has not been amended, rescinded or repealed and is in full force and effect.

WITNESS my hand and the Corporate Seal of the City of High Point, the 13th day of November 2017.



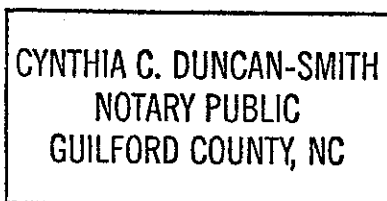
Lisa B. Vierling

Lisa B. Vierling, City Clerk

ACKNOWLEDGEMENT

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 this person personally appeared before me this date; and, upon authority duly given and as an act of said City, issued and executed the foregoing Certification.

WITNESS my hand and official Notarial Seal, this 13th day of November 2017.



Cynthia C. Duncan-Smith

Cynthia C. Duncan-Smith, Notary Public

Commission Expires: 1/18/2020

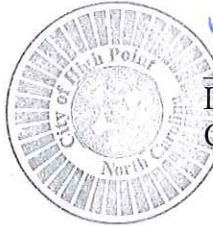


NORTH CAROLINA'S INTERNATIONAL CITY™

I, Lisa B. Vierling, MMC, City Clerk of the City of High Point, North Carolina, do hereby certify that the attached excerpt of minutes is a true copy as contained in the Official Minutes located in Minute Book # 92 and constitutes official action by the City Council of the City of High Point during an official meeting held on Monday, November 6, 2017 in the Council Chambers of the Municipal Office Building, 211 South Hamilton Street, High Point, NC.

As of this date, action taken by the High Point City Council relative to this particular action, has not been amended, rescinded or repealed, and is in full force and effect.

WITNESS my hand and the Corporate Seal of the City of High Point, this the 27 day of November, 2017.



Lisa B. Vierling

Lisa B. Vierling, MMC
City Clerk

**North Carolina,
Randolph 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 by authority duly given and as an act of said City, she personally appeared before me this date and executed the foregoing Certification.

WITNESS my hand and Notarial Seal,
This 27th day of November, 2017.

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

Cynthia C. Duncan-Smith

Cynthia C. Duncan-Smith, Notary Public
My commission expires: 1/18/2010-2020

GENERAL BUSINESS AGENDA**170392 Appointment - NCMPA1 - Randy McCaslin**

Council is requested to confirm the appointment of Deputy City Manager, Randy McCaslin, as the City's appointed representative to the North Carolina Municipal Power Agency1 (NCMPA1) replacing former City Manager Strib Boynton. Appointment effective January 23, 2018.

Council Member C. Davis stated that although she does not oppose Mr. McCaslin serving in this capacity, she was curious as to why the city manager is not serving.

City Manager Greg Demko explained that he asked Deputy City Manager Randy McCaslin to sit on NCMPA1 board for two specific reasons:

- 1. Mr. McCaslin has direct responsibility and oversight of the utility operations in his position as Deputy City Manager; and*
- 2. Mr. McCaslin will consult with the city manager on any actions prior to bringing it to the City Council, adding another layer of oversight.*

Appointed Deputy City Manager Randy McCaslin to the North Carolina Municipal Power Agency1 (NCMPA1), effective January 23, 2018.

A motion was made by Council Member Alexander, seconded by Council Member Williams, that this appointment be approved. The motion carried by the following 9-0 vote:

Aye (9): Mayor Bencini; Mayor Pro Tem Wagner, and Council Member C. Davis, Council Member Alexander, Council Member Golden, Council Member Williams, Council Member Hill, Council Member J. Davis, and Council Member Ewing

170393 Abstract of Votes - Primary Election Results

Council is requested to acknowledge receipt of the abstract of votes received from the Board of Election for Guilford County, Forsyth County, Davidson County and Randolph County for the Municipal Primary Election held Tuesday, October 10, 2017.

A motion was made by Council Member Alexander, seconded by Council Member Ewing, to acknowledge receipt of the Abstract of Votes received from the Guilford County Board of Elections that this matter be acknowledged receipt of report. The motion carried by the following 9-0 vote:

Aye (9): Mayor Bencini; Mayor Pro Tem Wagner, and Council Member C. Davis, Council Member Alexander, Council Member Golden, Council Member Williams, Council Member Hill, Council Member J. Davis, and Council Member Ewing



VIA E-MAIL

TO: Lisa B. Vierling, MMC 1501.26 High Point
High Point
City Clerk

FROM: Christy Olive
Senior Executive Assistant

DATE: November 21, 2017

SUBJECT: NCMPA1 Commissioners

We are in receipt of a letter from Mayor William S. Bencini, Jr. dated November 8, 2017 wherein Mayor Bencini informed Matt Schull, Chief Operating Officer of Electricities, that Mr. Randy McCaslin, Deputy City Manager was appointed by the City Council, at their November 6th meeting, to serve as Commissioner representing High Point on the North Carolina Municipal Power Agency Number 1 (NCMPA1) Board of Commissioners replacing Strib Boynton.

To complete this appointment, I have attached an oath form that will need to be administered to Mr. McCaslin, notarized and returned to me upon completion.

In addition, we will need a certified copy, or extract, of the minutes of the City Council meeting at which the appointment was made. The oath and minutes do not have to be sent to me at the same time.

Please let me know if you have any questions.

:cdo

Attachment

cc: Mayor William S. Bencini, Jr.

OATH

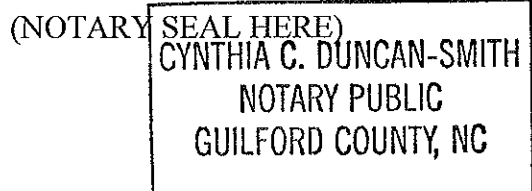
I, Randy E. McCaslin, do solemnly swear that I will support and maintain the Constitution and laws of the United States, and the Constitution and laws of North Carolina, not inconsistent therewith, and that I will faithfully and impartially execute and discharge the duties of my office as Commissioner of North Carolina Municipal Power Agency Number 1, and that I will adhere to and abide by the ElectriCities' Ethical and Professional Code of Conduct, so help me God.


Commissioner

Sworn to and subscribed before me,
this 22 day of November, 20 17.


Notary Public

My Commission Expires: 1/18/2020



CITY OF HIGH POINT

AGENDA ITEM



Title: Ordinance to Demolish –708 Old Winston Rd.

From: Michael McNair, Director
Community Development & Housing

Meeting Date: 11/06/17

Public Hearing: No

Advertising Date:

Advertised By:

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

PURPOSE:

A request by Community Development and Housing – Local Codes Section to adopt an ordinance ordering the inspector to demolish the dwelling at 708 Old Winston Rd.

BACKGROUND:

After a Complaint and Notice of Hearing was issued and a hearing held, an Order to Repair or Demolish was issued on 11/11/16. No action occurred by the compliance date of 12/16/16. The necessary repairs to the dwelling exceed its current tax value and the demolition is warranted.

BUDGET IMPACT:

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

RECOMMENDATION / ACTION REQUESTED:

Staff recommends the adoption of the requested ordinance to demolish this single family dwelling.

PENDING ACTION:

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

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

**ORDINANCE
REQUEST:**

Ordinance to Demolish

**PROPERTY
ADDRESS:**

708 Old Winston Rd.

OWNER:

David C. Martin

**FIRST
INSPECTION:
10/11/16**

Summary of Major Violations
1. Repair or replace roof covering
2. Repair or replace rotten/sagging flooring throughout
3. Repair or replace rotten fascia and soffit
4. Repair or replace loose wall and ceiling material throughout
5. Repair or replace rotten and missing siding

**HEARING
RESULTS:
11/11/16**

No one appeared for the Hearing. During the Hearing it was determined there are several violations of the Minimum Housing Code. There are multiple violations of the minimum housing code in the house that make it unsafe. In its present state, necessary repairs to the dwelling exceed 50% of the value of the structure.

**ORDER(S)
ISSUED:
11/11/16**

Order to Repair or Demolish
Date of Compliance 12/16/16

APPEALS:

No appeals to date.

**OWNER
ACTIONS:**

None

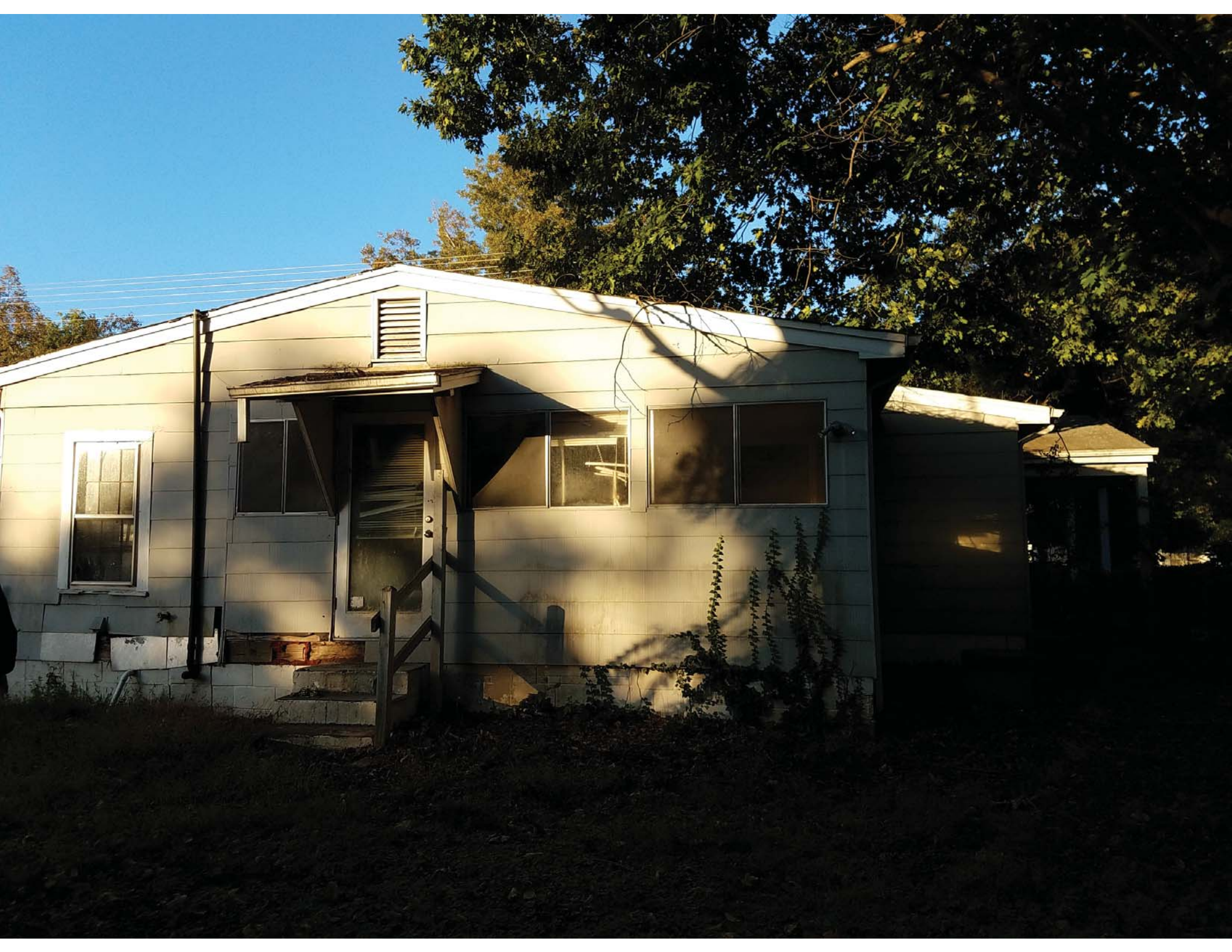
ADDITIONAL:

The inspector was advised that the property had been sold. He communicated with the new owner about repairs beginning. He then found out the property is still owned by Mr. Martin.











RESOLUTION
AUTHORIZING THE CITY OF HIGH POINT
TO ENTER INTO AN AGREEMENT WITH
THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

A motion was made by **Council Member James Davis** and seconded by
Mayor Pro Tem Jay Wagner for adoption of
the following resolution, and upon being put to a vote was duly adopted.

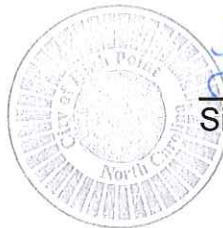
WHEREAS, the **City of High Point** has requested the North Carolina Department of Transportation to assist in the funding of **transportation services for the biennial Furniture Market**; and

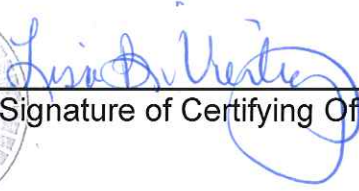
WHEREAS, the **North Carolina Department of Transportation** will provide **up to \$1,200,000** of the cost of the above described project;

NOW THEREFORE, BE IT RESOLVED that the **City Manager** is hereby authorized to enter into a contract with the Department of Transportation and execute all agreements and contracts with the North Carolina Department of Transportation, Public Transportation Division.

.....

I, **Lisa Vierling, City Clerk** do hereby certify that the above is a true and correct copy of an excerpt for the minutes of a meeting of the **High Point City Council** duly held on the **6th** day of **November 2017**.





Signature of Certifying Official

STATE OF NORTH CAROLINA

PUBLIC TRANSPORTATION GRANT
AGREEMENT FOR TRANSIT
DEVELOPMENT
PROGRAM

COUNTY OF WAKE

NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

and

DOT NUMBER: DOT-11

PROJECT NUMBER: 18-DG-025

CITY OF HIGH POINT

DUNS # 071581938

THIS AGREEMENT made this the ____ day of _____, 20____, (hereinafter referred to as AGREEMENT) by and between the NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as "Department", an agency of the State of North Carolina) and **CITY OF HIGH POINT**, (acting in its capacity as the grant recipient hereinafter referred to as the "Grantee").

WHEREAS, 49 U.S.C. Chapter 53 in the above referenced Federal grant program including, but not limited to; section 5305 (5303 & 5304) Metropolitan & Statewide Planning and Non-Metropolitan Transportation Planning, 5307 Urbanized Area Formula Grants, 5310 Enhanced Mobility of Seniors & Individuals with Disabilities, 5311 Formula Grants for Rural Areas, 5339 Buses and Bus Facilities Grants Program, 5311(f) Intercity Bus, awards of federal discretionary grants, and assistance under the Tribal Transit Program, and/or State grant program including, but not limited to, Advanced Technology, Intern/Apprentice program, Urban State match programs, Rideshare, ROAP and SMAP.

WHEREAS, the funds provide federal administrative, operating, and capital assistance for public transportation in rural and small urban areas by way of a formula grant program to be administered by the State; and

WHEREAS, the purpose of this grant is to enhance access of people in small urban and nonurbanized areas for purposes such as health care, shopping, education, recreation, public services, and employment by encouraging the maintenance, development, improvement, and use of public passenger transportation systems; and

WHEREAS, the Grantee has been designated as the recipient of these funds, and

WHEREAS, Article 2B of Chapter 136 of the North Carolina General Statutes (N.C.G.S.) designated the Department of Transportation as the agency of the State of North Carolina responsible for administering all Federal and/or State programs relating to public transportation, and granted the Department authority to do all things required under applicable Federal and/or State legislation to properly administer the public transportation within the State of North Carolina; and

WHEREAS, the Governor of North Carolina has designated the North Carolina Department of Transportation as the agency to receive and administer Federal funds, in accordance with the relevant section of the Fixing America's Surface Transportation (FAST) Act, Public Law No. 114-94, December 4, 2015, and other authorizing legislation that may be enacted, the Moving Ahead for Progress in the 21st Century Act (MAP-21), Public Law No. 112-141, July 6, 2012, as amended by the "Surface Transportation and Veterans Health Care Choice Improvement Act of 2015," Public Law No. 114-41, July 31, 2015, and the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), Public Law No. 109-59, August 10, 2005, as amended by the SAFETEA-LU Technical Corrections Act of 2008, Public Law No 110-244, June 6, 2008. Under this program; and

WHEREAS, in order to assist in providing transportation services, the Department, under the terms of this Agreement shall make grants of Administrative, Operating and Capital assistance to the Grantee; and

WHEREAS, the Department and the Grantee desire to secure and utilize grant funds for the above referenced purposes.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, the Department and the Grantee agree as follows:

Section 1. Purpose of Agreement. The purpose of this Agreement is to provide for the undertaking of nonurbanized and small urban public transportation services as described in the project application (hereinafter referred to as "Project") properly prepared, endorsed, approved, and transmitted by the Grantee to the Department, and to state the terms and conditions as to the manner in which the Project will be undertaken and completed.

Section 2. Project Implementation. The Grantee shall carry out the Project as follows:

- a. **Scope of Project.** The City of High Point, in conjunction with the High Point Market Authority, will support transportation for annual, Fall and Spring furniture markets in High Point. The funds will be used to provide shuttle services for market attendees from Piedmont Triad area hotels and designated park and ride lots to the Home Furnishings Market, and for circulator services in the High Point showroom district. The circulator and shuttle services will be procured and organized by the High Point Market Authority. This is a request to disburse up to \$600,000 for each market subject to appropriations by the Legislature.
- b. The Grantee shall undertake and complete the nonurbanized area public transportation services in accordance with the procedures and guidelines set forth in the following documents:
 - (1) Federal Transit Administration (hereinafter referred to as "FTA") [Circular 9040.1G](#), dated November 24, 2014;
 - (2) FTA Master Agreement, [FTA MA\(23\)](#), dated October 1, 2016;
 - (3) The State Management Plan for Federal and State Transportation Programs (hereinafter referred to as "State Management Plan"); and
 - (4) The Grant application for financial assistance.

The aforementioned documents, and any subsequent amendments or revisions thereto, are herewith incorporated by reference, and are on file with and approved by the Department in accordance with the terms and conditions of this Agreement. Nothing shall be construed under the terms of this Agreement by the Department or the Grantee that shall cause any conflict with Department, State, or Federal statutes, rules, or regulations.

Section 3: Cost of Project/Project Budget. The total cost of the Project approved by the Department is **ONE MILLION TWO HUNDRED THOUSAND DOLLARS (\$1,200,000)** as set forth in the Project Description and Budget, incorporated into this Agreement as Attachment A. The Department shall provide, from Federal and State funds, the percentages of the actual net cost of the Project as indicated below, not in excess of the identified amounts for eligible Administrative, Operating, and Capital expenses. The Grantee hereby agrees that it will provide the percentages of the actual net cost of the Project, as indicated below, and any amounts in excess of the Department's maximum (Federal plus State shares). The net cost is the price paid minus any refunds, rebates, or other items of value received by the Grantee which have the effect of reducing the actual cost.

Operating WBS	Operating Total	Operating Federal (0%)	Operating State (100%)	Operating Local (0%)
36223.13.10.2	\$1,200,000	\$0	\$1,200,000	\$0
Agreement #				
Project Total	Project Total	Project Total Federal	Project Total State	Project Total Local
	\$1,200,000	\$0	\$1,200,000	\$0

Section 4: Period of Performance. This Agreement shall commence upon the date of execution, unless specific written authorization from the Department to the contrary is received. The period of performance for all expenditures shall extend from **July 1, 2017 to June 30, 2018**, unless written authorization to the contrary is provided by the Department. Any requests to change the Period of Performance must be made in accordance with the policies and procedures established by the Department or FTA. The Grantee shall commence, carry on, and complete the approved Project with all practicable dispatch, in a sound, economical, and efficient manner.

Section 5. Grantee's Capacity.

- a. The Grantee agrees to maintain sufficient legal, financial, technical, and managerial capability to:
 - (1) Plan, manage, and complete the Project and provide for the use of Project property;
 - (2) Carry out the safety and security aspects of the Project; and
 - (3) Comply with the terms of this agreement, the Master Agreement between the FTA and the Department, the Approved Project Budget, the Project schedules, the Grantee's annual Certifications and Assurances to the Department, and applicable Federal and State laws, regulations, and directives.
- b. No Overdue Tax Debts Certification – Non-Governmental Grantees Only. The Grantee shall complete and submit to the Department a sworn written statement pursuant to N.C.G.S. 143C-6-23(c), stating that the Grantee does not have any overdue tax debts, as defined by G.S. 105-243.1, at the Federal, State, or local level. The Grantee acknowledges that the written statement must be submitted to the Department prior to execution of this Agreement and disbursement of funds. The certification will be incorporated into this Agreement as Attachment B.
- c. Administrative Requirements. The Grantee agrees to comply with the following Federal and State administrative requirements:
 - (1) U.S. DOT regulations, Uniform Administrative Requirements, Cost Principles, and audit Requirements for Federal Awards, 2 C.F.R. Part 200.
 - (2) Title 19A North Carolina Administrative Code (N.C.A.C.) Subchapter 5B.
- d. Application of Federal, State, and Local Laws, Regulations, and Directives. To achieve compliance with changing federal requirements, the Grantee makes note that federal, state and local requirements may change and the changed requirements will apply to this Agreement as required.
- e. Grantee's Primary Responsibility to Comply with Federal and State Requirements. Irrespective of involvement by any other participant in the Project, the Grantee agrees that it, rather than the participant, is ultimately responsible for compliance with all applicable Federal and State laws, regulations, and directives, the Master Agreement between the FTA and the Department, and this Agreement, except to the extent that the Department determines otherwise in writing. Unless otherwise authorized in writing by the Department, the Grantee shall not assign any portion of the work to be performed under this Agreement, or execute any contract, amendment, or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the Department. Further, the Grantee shall incorporate the provisions of this Agreement into any lease arrangement and shall not enter into any lease arrangement without the prior concurrence of the Department. Any lease approved by the Department shall be subject to the conditions or limitations governing the lease as set forth by the FTA and the Department. If the Grantee leases any Project asset to another party, the Grantee agrees to retain ownership of the leased asset, and assure that the Lessee will use the Project asset to provide mass transportation service, either through a "Lease

and Supervisory Agreement" between the Grantee and Lessee, or another similar document. The Grantee agrees to provide a copy of any relevant documents.

- (1) Significant Participation by a Third Party Contractor. Although the Grantee may enter into a third party contract, after obtaining approval from the Department, in which the third party Contractor agrees to provide property or services in support of the Project, or even carry out Project activities normally performed by the Grantee (such as in a turnkey contract), the Grantee agrees that it, rather than the third party Contractor, is ultimately responsible to the Department for compliance with all applicable Federal and State laws, regulations, and directives, except to the extent that the Department determines otherwise in writing.
- (2) Significant Participation by a Subcontractor. Although the Grantee may delegate any or almost all Project responsibilities to one or more subcontractors, the Grantee agrees that they, rather than the subcontractor, is ultimately responsible for compliance with all applicable Federal and State laws, regulations, and directives, except to the extent that the Department determines otherwise in writing.
- (3) Significant Participation by a Lessee of a Grantee. Although the Grantee may lease project property and delegate some or many project responsibilities to one or more lessees, the Grantee agrees that they, rather than any lessee, is ultimately responsible for compliance with all applicable Federal laws, regulations, and directives, except to the extent that FTA determines otherwise in writing.

f. Grantee's Responsibility to Extend Federal and State Requirements to Other Entities.

- (1) Entities Affected. Only entities that are signatories to this Agreement for the Project are parties to this agreement. To achieve compliance with certain Federal and State laws, regulations, or directives, however, other Project participants, such as subrecipients and third party Grantees, will necessarily be involved. Accordingly, the Grantee agrees to take the appropriate measures necessary to ensure that all Project participants comply with applicable Federal and State laws, regulations, and directives affecting their performance, except to the extent the Department determines otherwise in writing.
- (2) Documents Affected. The applicability of provisions of Federal and State laws, regulations, and directives determine the extent to which their requirements affect a Project participant. Thus, the Grantee agrees to include adequate provisions to ensure that each Project participant complies with those Federal and State laws, regulations, and directives, except to the extent that the Department determines otherwise in writing. In addition, the Grantee also agrees to require its third party contractors, subrecipients, and lessees to include appropriate requirements to ensure compliance with applicable Federal and State laws, regulations, and directives in each lower tier subcontract and subagreement for the Project, except to the extent that the Department determines otherwise in writing. Additional requirements include the following:
 - (a) Third Party Contracts. Because Project activities performed by a third party contractor must comply with all applicable Federal and State laws, regulations, and directives, except to the extent the Department determines otherwise in writing, the Grantee agrees to include appropriate clauses in each third party contract stating the third party contractor's responsibilities under Federal and State laws, regulations, and directives, including any provisions directing the third party contractor to extend applicable requirements to its subcontractors at the lowest tier necessary. When the third party contract requires the third party contractor to undertake responsibilities for the Project usually performed by the Contractor, the Grantee agrees to include in that third party contract those requirements applicable to the Contractor imposed by the Grant Agreement for the Project or the FTA Master Agreement and extend those requirements throughout each tier except as the Department determines otherwise in writing. Additional guidance pertaining to third party contracting is contained in the FTA's "Best Practices Procurement Manual"
<https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/funding/procurement/8286/fta-best-practices-procurement-and-lessons-learned-manual-2016.pdf>).

FTA and the Department caution, however, that FTA's "Best Practices Procurement Manual" focuses mainly on third party procurement processes and may omit certain other Federal requirements applicable to the work to be performed.

- (b) Subagreements. Because Project activities performed by a subcontractor / subrecipient must comply with all applicable Federal and State laws, regulations, and directives except to the extent that the Department determines otherwise in writing, the Grantee agrees as follows:

- 1 Written Subagreement. The Grantee agrees to enter into a written agreement with each subrecipient (subagreement) stating the terms and conditions of assistance by which the Project will be undertaken and completed.
- 2 Compliance with Federal Requirements. The Grantee agrees to implement the Project in a manner that will not compromise the Grantee's compliance with Federal and State laws, regulations, and directives applicable to the Project and the Grantee's obligations under this Agreement for the Project and the FTA Master Agreement. Therefore, the Grantee agrees to include in each subagreement appropriate clauses directing the subrecipient to comply with those requirements applicable to the Grantee imposed by this Agreement for the Project or the FTA Master Agreement and extend those requirements as necessary to any lower level subagreement or any third party contractor at each tier, except as the Department determines otherwise in writing.

(3) Iran Divestment Act compliance

- (a) N.C.G.S. 147-86.59 requires that all bids or contracts or renewals with the State of North Carolina, North Carolina local governments, or any other political subdivision of the State of North Carolina have a certification that the Grantee is not on the Final Divestment List as created by the NC State Treasurer pursuant to N.C.G.S. § 147-86.58. In compliance with the requirements of the Iran Divestment Act 2015 and N.C.G.S. § 147-86.55 and 147-86.59, the Grantee shall not utilize the performance of the contract of any subcontractor that is identified on the Final Divestment List.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website: www.nctreasurer.com/iran and will be updated every 180 days, effective February 26, 2016.

- 1 By execution of this Agreement each Party certifies that neither it nor its Agents or Contactors/Subcontractors (1) are on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran; (2) shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and (3) that the undersigned are authorized by the Parties to make this Certification.
- 2 During the term of this Agreement, should the Parties receive information that a person is in violation of the Act as stated above, the Department will offer the person an opportunity to respond and the Department will take action as appropriate and provided for by law, rule, or contract. Should this Act be voided by NC General Statute, this Agreement will remain valid; however this certification will no longer be required.

- g. No Federal/State Government Obligations to Third Parties. In connection with performance of the Project, the Grantee agrees that, absent the Federal/State Government's express written consent, the Federal/State Government shall not be subject to any obligations or liabilities to any subrecipient, third party contractor, lessee or other person or entity that is not a party to this Agreement for the Project. Notwithstanding that the Federal/State Government may have concurred in or approved any solicitation, subagreement, or third party contract, the Federal/State Government has no obligations or liabilities to such entity, including any subrecipient, third party contractor, or lessee.

- h. Changes in Project Performance (i.e., Disputes, Breaches, Defaults, or Litigation). The Grantee agrees to notify the Department immediately, in writing, of any change in local law, conditions

(including its legal, financial, or technical capacity), or any other event that may adversely affect the Grantee's ability to perform the Project as provided in this Agreement for the Project. The Grantee also agrees to notify the Department immediately, in writing, of any current or prospective major dispute, breach, default, or litigation that may adversely affect the Federal/State Government's interests in the Project or the Federal/State Government's administration or enforcement of Federal/State laws or regulations; and agrees to inform the Department, also in writing, before naming the Federal or State Government as a party to litigation for any reason, in any forum.

- i. Limitations of Agreement. This Agreement shall be subject to the availability of Federal and State funds, and contingent upon the terms and conditions of the Master Agreement between the FTA and the Department.

Section 6. Ethics.

- a. Code of Ethics. The Grantee agrees to maintain a written code or standards of conduct that shall govern the actions of its officers, employees, board members, or agents engaged in the award or administration of third party contracts, subagreements, or leases financed with Federal/State assistance. The Grantee agrees that its code or standards of conduct shall specify that its officers, employees, board members, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from any present or potential third party Grantee at any tier, any subrecipient at any tier or agent thereof, or any lessee. Such a conflict would arise when an employee, officer, board member, or agent, including any member of his or her immediate family, partner, or organization that employs, or intends to employ, any of the parties listed herein has a financial interest in the firm selected for award. The Grantee may set de Minimis rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. The Grantee agrees that its code or standards shall also prohibit the its officers, employees, board members, or agents from using their respective positions in a manner that presents a real or apparent personal or organizational conflict of interest or personal gain. As permitted by State or local law or regulations, the Grantee agrees that its code or standards of conduct shall include penalties, sanctions, or other disciplinary actions for violations by its officers, employees, board members, or their agents, its third party contractors or sub-recipients or their agents.
 - (1) Personal Conflicts of Interest. The Grantee agrees that its code or standards of conduct shall prohibit the Grantee's employees, officers, board members, or agents from participating in the selection, award, or administration of any third party contract, or sub-agreement supported by Federal/State assistance if a real or apparent conflict of interest would be involved. Such a conflict would arise when an employee, officer, board member, or agent, including any member of his or her immediate family, partner, or organization that employs, or intends to employ, any of the parties listed herein has a financial interest in the firm selected for award.
 - (2) Organizational Conflicts of Interest. The Grantee agrees that its code or standards of conduct shall include procedures for identifying and preventing real and apparent organizational conflicts of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or sub-agreement, may, without some restrictions on future activities, result in an unfair competitive advantage to the third party Grantee or sub-recipient or impair its objectivity in performing the contract work.
 - (3) Gifts. N.C.G.S. § 133-32 and Executive Order 24, of October 1, 2009, prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of this Agreement, Grantee attests, for its entire organization and its employees or agents, that it is not aware that any gift in violation of N.C.G.S. § 133-32 and Executive Order 24 has been offered, accepted, or promised by any employees of Grantee.
- b. Debarment and Suspension. The Grantee agrees to comply, and assures the compliance of each third party Grantee, sub-recipient, or lessee at any tier, with Executive Orders Nos. 12549 and 12689, (see 2 C.F.R. § 180) "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT

regulations, "Government-wide Debarment and Suspension (Non-procurement)," 49 C.F.R. Part 29. The Grantee agrees to, and assures that its third party contractors, sub-recipients, and lessees will, review the Excluded Parties Listing System at (<http://epls.arnet.gov/>) before entering into any contracts.

- c. Bonus or Commission. The Grantee affirms that it has not paid, and agrees not to pay, any bonus or commission to obtain approval of its Federal/State assistance application for the Project.
- d. Lobbying Restrictions. The Grantee agrees that:
 - (1) In compliance with 31 U.S.C. 1352(a), it will not use Federal assistance to pay the costs of influencing any officer or employee of a Federal agency, Member of Congress, officer of Congress or employee of a member of Congress, in connection with making or extending the Grant Agreement;
 - (2) It will comply with other applicable Federal laws and regulations prohibiting the use of Federal assistance for activities, designed to influence Congress or a State legislature with respect to legislation or appropriations, except through proper, official channels; and
 - (3) It will comply, and will assure the compliance of each sub-recipient, lessee, or third party contractor at any tier, with U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20, modified as necessary by 31 U.S.C. § 1352.
- e. Political Activity. To the extent applicable, the Grantee agrees to comply with the provisions of the Hatch Act, 5 U.S.C. chapter 15, and U.S. Office of Personnel Management regulations, "Political Activity of State or Local Officers or Employees," 5 C.F.R. Part 151. The Hatch Act limits the political activities of State and local agencies and their officers and employees, whose principal employment activities are financed in whole or part with Federal funds including a Federal grant, cooperative agreement, or loan. Nevertheless, in accordance with 49 U.S.C. § 5307(k)(2)(B) and 23 U.S.C. § 142(g), the Hatch Act does not apply to a nonsupervisory employee of a public transportation system (or of any other agency or entity performing related functions) receiving FTA assistance to whom the Hatch Act would not otherwise apply.
- f. False or Fraudulent Statements or Claims. The Grantee acknowledges and agrees that:
 - (1) Civil Fraud. The Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq., and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its activities in connection with the Project. By executing this Agreement for the Project, the Grantee certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project. In addition to other penalties that may apply, the Grantee also understands that if it makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal/State Government concerning the Project, the Federal/State Government reserves the right to impose on the Grantee the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, to the extent the Federal/State Government deems appropriate.
 - (2) Criminal Fraud. If the Grantee makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal/State Government or includes a false, fictitious, or fraudulent statement or representation in any agreement with the Federal/State Government in connection with a Project authorized under 49 U.S.C. chapter 53 or any other Federal law, the Federal/State Government reserves the right to impose on the Grantee the penalties of 49 U.S.C. § 5323(l), 18 U.S.C. § 1001 or other applicable Federal/State law to the extent the Federal/State Government deems appropriate.

Section 7. Project Expenditures/Payment/Reimbursement.

- a. General. The Department shall reimburse the Grantee for allowable costs for work performed under the terms of this Agreement which shall be financed with Federal funds and/or State matching funds. The Grantee shall expend funds provided in this Agreement in accordance with the approved Project Budget(s), included as Attachment A to this Agreement. It is understood and agreed that the work conducted pursuant to this Agreement shall be done on an actual cost basis by the Grantee. Expenditures submitted for reimbursement shall include all eligible cost incurred within the Period Covered. The Period Covered represents the monthly or quarterly timeframe in which the Grantee reports expenditures to the Department. All payments issued by the Department

will be on a reimbursable basis unless the Grantee requests and the Department approves an advance payment. The Department allows Grantees in good standing to request advance payment (prior to issuing payment to the vendor) for construction projects, vehicles, and other high-cost capital items. The Grantee agrees to deposit any advance payments into its account when received and issue payment to the vendor within 3 (three) business days. The amount of reimbursement from the Department shall not exceed the funds budgeted in the approved Project Budget. The Grantee shall initiate and prosecute to completion all actions necessary to enable the Grantee to provide its share of project costs at or prior to the time that such funds are needed to meet project costs. The Grantee shall provide its share of project costs from sources other than FTA and State funds from the Department. Any costs for work not eligible for Federal and State participation shall be financed one hundred percent (100%) by the Grantee.

- b. Administrative Expenditures. In order to assist the Grantee in financing the administrative costs of the project, the Department shall reimburse the Grantee up to the percentage specified in the Approved Project Budget of allowable administrative costs which shall be determined by available funding.
- c. Operating Expenditures. In order to assist in financing the operating costs of the project, the Department shall reimburse the Grantee for the lesser of the following when providing operating assistance:
 - (1) The balance of unrecovered operating expenditures after deducting all farebox and other operating revenues, or
 - (2) Up to the percentage specified in the Approved Project Budget of the allowable total operating expenditures which shall be determined by available funding.
- d. Payment and Reimbursement. The Grantee shall submit a request for reimbursement to the Department for the Period Covered not more frequently than monthly, nor less frequently than quarterly, reporting on the Department's Uniform Public Transportation Accounting System (UPTAS) invoicing forms furnished by the Department for work performed under this Agreement. Expenditures submitted for reimbursement shall include all eligible cost incurred within the Period Covered. Failure to request reimbursement for expenses incurred within the Period Covered may result in non-payment. All requests for reimbursement must be submitted within (30) days following the end of the project's reporting period. Any Grantee that fails to submit a request for reimbursement for the first two quarters of agreement fiscal year by January 31st or the last two quarters by July 30th will forfeit their ability to receive reimbursement for those periods.

Additional forms must be submitted with reimbursement requests to report on contracting activities with Disadvantaged Business Enterprise (DBE) firms. Invoices shall be supported by documentation of costs unless otherwise waived by the Department. All requests must be submitted within thirty (30) days following the end of the quarter. Failure to request reimbursement for eligible projects costs as outlined may result in termination of the Project. Invoices shall be approved by the Department's Public Transportation Division and reviewed by the Department's External Audit Branch prior to payment.

- e. Indirect Cost or Central Service Allocation. Calculation of Indirect or Central Service Allocations will be consistent with the applicable US DOT common rules in 2 C.F.R. 200. These rates must be approved by NCDOT PTD or cognizant agency prior to the beginning or the period of performance. Approved rates will be retained as outlined in the SMP.
- f. Excluded Costs. The Grantee understands and agrees that, except to the extent the Department determines otherwise in writing, ineligible costs will be treated as follows:
 - (1) In determining the amount of Federal/State assistance the Department will provide, the Department will exclude:
 - (a) Any Project cost incurred by the Grantee before the effective date of the grant;
 - (b) Any cost that is not included in the latest Approved Project Budget;
 - (c) Any cost for Project property or services received in connection with a third party contract, sub-agreement, lease, or other arrangement that is required to be, but has not been, concurred in or approved in writing by FTA;
 - (d) Any non-project cost consistent with the prohibitions of 49 U.S.C. § 5323(h); and

- (e) Any profit or fee sought by the recipient for its services under the Grant Agree, except to the extent determined by applicable.
 - (f) Any cost ineligible for FTA participation as provided by applicable Federal/State laws, regulations, or directives.
- (2) The Grantee shall limit reimbursement for meals, lodging and travel to rates established by the State of North Carolina Travel Policy. Costs incurred by the Grantee in excess of these rates shall be borne by the Grantee.
- (3) The Grantee understands and agrees that payment to the Grantee on any Project cost does not constitute the Federal/State Government's final decision about whether that cost is allowable and eligible for payment and does not constitute a waiver of any violation by the Grantee of the terms of this Agreement. The Grantee acknowledges that the Federal/State Government will not make a final determination about the allowability and eligibility of any cost until an audit of the Project has been completed. If the Federal/State Government determines that the Grantee is not entitled to receive any portion of the Federal/State assistance the Grantee has requested or provided, the Department will notify the Grantee in writing, stating its reasons. The Grantee agrees that Project closeout will not alter the Grantee's responsibility to return any funds due the Federal/State Government as a result of later refunds, corrections, or other transactions; nor will Project closeout alter the Federal/State Government's right to disallow costs and recover funds on the basis of a later audit or other review. Unless prohibited by Federal/State law or regulation, the Federal/State Government may recover any Federal/State assistance funds made available for the Project as necessary to satisfy any outstanding monetary claims that the Federal/State Government may have against the Grantee.
- g. Program Income
 - (1) State, Local, or Indian Tribal Governments. In addition to uses of program income authorized under 2 C.F.R. Part 200.80, FTA reserves the right to permit the Department to add program income to the funds FTA and the recipient have committed to that Grant agreement and use that program income for the purposes of and under the conditions of the grant agreement.
 - (2) Institutions of Higher Education, private Non-Profit Organizations, and Private For Profit Organizations. FTA reserves the right to permit a recipient to add the program income to the funds FTA and the recipient have committed to that Grant agreement and use that program income to further eligible project or program objectives.
 - (3) Cost Associated With Program Income. Except to the extent FTA determines otherwise in writing, the cost incident to the earning program income may be deducted from the Recipient's gross income to determine program income, provided these costs have not been charged to the Grant Agreement.
- h. Federal/State Claims, Excess Payments, Disallowed Costs, including Interest.
 - (1) Grantee's Responsibility to Pay. Upon notification to the Grantee that specific amounts are owed to the Federal/State Government, whether for excess payments of Federal/State assistance, disallowed costs, or funds recovered from third parties or elsewhere, the Grantee agrees to remit to the Department promptly the amounts owed, including applicable interest and any penalties and administrative charges.
 - (2) Amount of Interest. The Grantee agrees to remit to the Department interest owed as determined in accordance with N.C.G.S. 147-86.23. Upon notification to the Grantee that specific amounts are owed to the Federal Government, whether for excess payments of Federal assistance, disallowed costs, or funds recovered from third parties or elsewhere, the Grantee agrees to remit to the Federal Government promptly the amounts owed, including applicable interest, penalties and administrative charges.
 - (3) Payment to FTA. Upon receipt of repayment from the Grantee, the Department shall be responsible to remit amounts owed to FTA.
- i. De-obligation of Funds. The Grantee agrees that the Department may de-obligate unexpended Federal and State funds before Project closeout.

Section 8. Accounting Records.

- a. Establishment and Maintenance of Accounting Records. The Grantee shall establish and maintain separate accounts for the public transportation program, either independently or within the existing accounting system. All costs charged to the program shall be in accordance with most current approved Annual Budget and shall be reported to the Department in accordance with UPTAS.
- b. Documentation of Project Costs. All costs charged to the Project, including any approved services performed by the Grantee or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges, as referenced in 2 C.F.R. 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards"
- c. Allowable Costs. Expenditures made by the Grantee shall be reimbursed as allowable costs to the extent they meet all of the requirements set forth below. They must be:
 - (1) Consistent with the Project Description, plans, specifications, and Project Budget and all other provisions of this Agreement;
 - (2) Necessary in order to accomplish the Project;
 - (3) Reasonable in amount for the goods or services purchased;
 - (4) Actual net costs to the Grantee, i.e., the price paid minus any refunds (e.g., refundable sales and use taxes pursuant to N.C.G.S. 105-164.14), rebates, or other items of value received by the Grantee that have the effect of reducing the cost actually incurred;
 - (5) Incurred (and be for work performed) within the period of performance and period covered of this Agreement unless specific authorization from the Department to the contrary is received;
 - (6) Satisfactorily documented;
 - (7) Treated uniformly and consistently under accounting principles and procedures approved or prescribed by the Department; and
 - (8) In compliance with U.S. DOT regulations pertaining to allowable costs in 2 C.F.R. 200, Subpart E, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", and FAR, at 48 C.F.R., Subpart 31.2, "Contracts with Commercial organizations" applies to Project costs incurred by a Recipient that is a for-profit organization.

Section 9. Reporting, Record Retention, and Access.

- a. Reports. The Grantee shall advise the Department regarding the progress of the Project at a minimum quarterly, and at such time and in such a manner as the Department may require. Such reporting and documentation may include, but not be limited to: operating statistics, equipment usage, meetings, progress reports, and monthly performance reports. The Grantee shall collect and submit to the Department such financial statements, data, records, contracts, and other documents related to the Project as may be deemed necessary by the Department. Reports shall include narrative and financial statements of sufficient substance to be in conformance with the reporting requirements of the Department. Progress reports throughout the useful life of the project equipment shall be used, in part, to document utilization of the project equipment. Failure to fully utilize the project equipment in the manner directed by the Department shall constitute a breach of contract, and after written notification by the Department, may result in termination of the Agreement or any such remedy as the Department deems appropriate.
- Non-Governmental Grantees:
 - (1) In accordance with 2 C.F.R. Part 200.500 Subpart F – Audit Requirements (Formerly OMB Circular A-133), N.C.G.S. 143C-6, "Non-State Entities Receiving State Funds", and Title 9 North Carolina Administrative Code (N.C.A.C.) Subchapter 3M ([09 NCAC 03M .0205](#)), Non-Governmental Grantees shall comply with all rules and reporting requirements established by statute or administrative rules. Financial reporting and audit requirements are based on the level of State financial assistance from all funding sources. The three (3) reporting levels are:
 - Level I – A recipient or subrecipient that receives, holds, uses, or expends State

financial assistance in an amount less than twenty-five thousand dollars (\$25,000) within its fiscal year.

- **Level II** – A recipient or subrecipient that receives, holds, uses, or expends State financial assistance in an amount of at least twenty-five thousand (\$25,000) or greater, but less than five hundred thousand dollars (\$500,000) within its fiscal year.
- **Level III** – A recipient or subrecipient that receives, holds, uses, or expends State financial assistance in an amount equal to or greater than five hundred thousand dollars (\$500,000) within its fiscal year.

- (2) Department-established reporting requirements for non-governmental Grantees shall meet the following reporting standards on an annual basis:
 - 1 All recipients or subrecipients shall provide a certification that State financial assistance received or held was used for the purposes for which it was awarded.
 - 2 All recipients or subrecipients shall provide an accounting of all State financial assistance received, held, used, or expended.
 - 3 Level II and III recipients or subrecipients shall report on activities and accomplishments undertaken by the recipient, including reporting on any performance measures established in the contract.
 - 4 Level III recipients or subrecipients shall have a single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book.
- (3) All reports shall be filed with the disbursing agency in the format and method specified by the Department no later than three months after the end of the Grantee's fiscal year, unless the same information is already required through more frequent reporting. Audits must be provided to the Department no later than nine months after the end of the recipient's fiscal year.
- (4) The Grantee shall use the Office of State Budget and Management reporting forms found under "NC Grants Annual Reporting Forms" on the Department's website: <https://connect.ncdot.gov/business/Transit/Pages/Transit-Grants.aspx>
- (5) The Grantee agrees to make available and require its SubGrantees to make available audit work papers in the possession of any auditor to the Department or other federal or state agencies as requested.
- (6) Department-established reporting requirements to meet the standards set forth in Paragraph (1) of this Rule shall be specified in each Grantee's contract.
- (7) Unless prohibited by law, the costs of audits made in accordance with the provisions of this Rule shall be allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in the Code of Federal Regulations, 2 C.F.R. Part 200. The cost of any audit not conducted in accordance with this Subchapter shall not be charged to State awards.

c. **Record Retention.** The Grantee and its third party Grantees shall retain all records pertaining to this Project for a period of five (5) years from the date of final payment to the Grantee, or until all audit exceptions have been resolved, whichever is longer, in accordance with "Records Retention and Disposition Schedule – Public Transportation Systems and Authorities, April 1, 2006," at: (<http://www.ah.dcr.state.nc.us/records/local/>).

d. **Access to Records of Grantee and SubGrantees.** The Grantee shall permit and shall require its third party contractors to permit the Department, the Comptroller General of the United States, and the Secretary of the United States Department of Transportation, or their authorized representatives, to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts of the Grantee pertaining to the Project. The Department shall reserve the right to reject any and all materials and workmanship for defects and incompatibility with Project Description or excessive cost. The Department shall notify the Grantee, in writing, if materials and/or workmanship are found to be unacceptable. The Grantee shall have ninety (90) days from notification to

correct defects or to provide acceptable materials and/or workmanship. Failure by the Grantee to provide acceptable materials and/or workmanship, or to correct noted defects, shall constitute a breach of contract.

- e. Project Closeout. The Grantee agrees that Project closeout does not alter the reporting and record retention requirements of this Section 6 of this Agreement.

Section 10. Project Completion, Audit, Settlement, and Closeout.

- a. Project Completion. Within thirty (30) calendar days following Project completion, the end of the Project's period of performance, or termination by the Department, the Grantee agrees to submit a final reimbursement request to the Department for eligible Project expenses.
- b. Financial Reporting and Audit Requirements. In accordance with 2 C.F.R. 200 Subpart F, "Audit Requirements", effective December 26, 2014 and N.C.G.S. 159-34, the Grantee shall have its accounts audited as soon as possible after the close of each fiscal year by an independent auditor. The Grantee agrees to submit the required number of copies of the audit reporting package four months after the Grantee's fiscal year-end to:
 - the Local Government Commission if a government entity, or
 - NCDOT PTD per NC Grants requirements for non-governmental entities
- c. Audit Costs. Unless prohibited by law, the costs of audits made in accordance with Title 2 C.F.R. 200, Subpart F, "Audit Requirements", are allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in Title 2 C.F.R. 200, Subpart E, "Cost Principles" (formerly OMB Circular A-87). The cost of any audit not conducted in accordance with Title 2 C.F.R. 200 and N.C.G.S. 159-34 is unallowable and shall not be charged to State or Federal grants.
- d. Funds Owed to the Department. The Grantee agrees to remit to the Department any excess payments made to the Grantee, any costs disallowed by the Department, and any amounts recovered by the Grantee from third parties or from other sources, as well as any penalties and any interest required by Subsection 7h of this Agreement.
- e. Project Closeout. Project closeout occurs when the Department issues the final project payment or acknowledges that the Grantee has remitted the proper refund. The Grantee agrees that Project closeout by the Department does not invalidate any continuing requirements imposed by this Agreement.

Section 11. Civil Rights. The Grantee agrees to comply with all applicable civil rights laws and implementing regulations including, but not limited to, the following:

- a. Nondiscrimination in Federal Public Transportation Programs. The Grantee agrees to comply, and assures the compliance of each third party Grantee at any tier and each subrecipient at any tier of the Project, with the provisions of 49 U.S.C. § 5332, which prohibit discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.
- b. Nondiscrimination – Title VI of the Civil Rights Act. The Grantee agrees to comply, and assures the compliance of each third party Grantee at any tier and each subrecipient at any tier of the Project, with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq., and with U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21.
- c. Equal Employment Opportunity. The Grantee agrees to comply, and assures the compliance of each third party Grantee at any tier of the Project and each subrecipient at any tier of the Project, with all equal employment opportunity (EEO) provisions of 49 U.S.C. § 5332, with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., and implementing Federal regulations and any subsequent amendments thereto. Except to the extent FTA determines otherwise in writing, the recipient also agrees to follow all applicable Federal EEO directives that may be issued. Accordingly:

- (1) General. The Grantee agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The Grantee agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, sex, disability, age, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
 - (2) Equal Employment Opportunity Requirements for Construction Activities. For activities determined by the U.S. Department of Labor (U.S. DOL) to qualify as "construction," the Grantee agrees to comply and assures the compliance of each third party Grantee at any tier or subrecipient at any tier of the Project, with all applicable equal employment opportunity requirements of U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000(e) note, and also with any Federal laws, regulations, and directives affecting construction undertaken as part of the Project.
- d. Disadvantaged Business Enterprises.
- (1) Policy. It is the policy of the North Carolina Department of Transportation that Disadvantaged Business Enterprises (DBEs) as defined in 49 C.F.R. Part 26 shall have the equal opportunity to compete fairly for and to participate in the performance of contracts financed in whole or in part by Federal Funds. The Grantee is also encouraged to give every opportunity to allow DBE participation in Supplemental Agreements.
 - (2) Obligation. The Grantee, subconsultant, and subcontractor shall not discriminate on the basis of race, religion, color, national origin, age, disability or sex in the performance of this contract. The Grantee shall comply with applicable requirements of 49 C.F.R. Part 26 in the award and administration of federally assisted contracts. Failure by the Grantee to comply with these requirements is a material breach of this contract, which will result in the termination of this contract or such other remedy, as the Department deems necessary.
 - (3) Goals. Even though specific DBE goals are not established for this project, the Department encourages the Grantee to have participation from DBE Grantees and/or suppliers.
 - (4) Listing of DBE subcontractors. The Grantee, at the time the Letter of Interest is submitted, shall submit a listing of all known DBE contractors that will participate in the performance of the identified work. The participation shall be submitted on the Department's Form DBE-IS. In the event the Grantee has no DBE participation, the Grantee shall indicate this on the Form DBE-IS by entering the word 'None' or the number 'zero' and the form shall be signed. Form DBE-IS may be accessed on the website.
 - (5) Certified Transportation Firms Directory. Real-time information about Grantees doing business with the Department and Grantees that are certified through North Carolina's Unified Certification Program is available in the Directory of Transportation Firms. The Directory can be accessed by the link on the Department's homepage or by entering <https://apps.dot.state.nc.us/vendor/directory/> in the address bar of your web browser. Only Grantees identified as DBE certified in the Directory shall be listed in the proposal. The listing of an individual Grantee in the Department's directory shall not be construed as an endorsement of the Grantee's capability to perform certain work.
 - (6) Reporting Disadvantaged Business Enterprise Participation. When payments are made to Disadvantaged Business Enterprise (DBE) Grantees, including material suppliers, Grantees at all levels (Grantee, SubConsultant or SubGrantee) shall provide the Contract Administrator with an accounting of said payments. The accounting shall be listed on the Department's SubGrantee Payment Information Form (Form DBE-IS). In the event the Grantee has no DBE participation, the Grantee shall indicate this on the Form DBE-IS by entering the word 'None' or the number 'zero' and the form shall be signed. Form DBE-IS

may be accessed on the website at:

<https://apps.dot.state.nc.us/quickfind/forms/Default.aspx>.

A responsible fiscal officer of the payee Grantee, subconsultant or SubGrantee who can attest to the date and amounts of the payments shall certify that the accounting is correct. A copy of an acceptable report may be obtained from the Department of Transportation. This information shall be submitted as part of the requests for payments made to the Department.

- e. Age Discrimination. The Grantee agrees to comply with the Age Discrimination in Employment Act (ADEA) 29 U.S.C. Section 621 through 634 and with implementing U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. Part 1625, which prohibits discrimination against individuals on the basis of age.
- f. Access for Individuals with Disabilities. The Grantee agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Grantee also agrees to comply with all applicable provisions of Section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities. In addition, the Grantee agrees to comply with applicable Federal regulations and directives and any subsequent amendments thereto, except to the extent the Department determines otherwise in writing, as follows:
 - (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
 - (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
 - (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
 - (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
 - (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
 - (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
 - (7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
 - (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
 - (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;
 - (10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
 - (11) Federal civil rights and nondiscrimination directives implementing the foregoing regulations.
- g. Drug or Alcohol Abuse-Confidentiality and Other Civil Rights Protections. To the extent applicable, the Grantee agrees to comply with the confidentiality and other civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 et seq., with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 et seq., and with the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 201dd -290dd-2 et seq., and any subsequent amendments to these acts.

- h. Access to Services for Persons with Limited English Proficiency. To the extent applicable and except to the extent that the Department determines otherwise in writing, the Grantee agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70Fed. Reg. 74087 et seq., December 14, 2005.
- i. Environmental Justice. The Grantee agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. § 4321 note, except to the extent that the Department determines otherwise in writing.
- j. Other Nondiscrimination Laws. The Grantee agrees to comply with all applicable provisions of other Federal laws, regulations, and directives pertaining to and prohibiting discrimination that are applicable, except to the extent the Department determines otherwise in writing.

Section 12. Planning and Private Enterprise.

- a. General. To the extent applicable, the Grantee agrees to implement the Project in a manner consistent with the plans developed in compliance with the Federal planning and private enterprise provisions of the following:
 - (1) 49 U.S.C. Chapter 53;
 - (2) Joint Federal Highway Administration (FHWA)/FTA document, "Interim Guidance for Implementing Key SAFETEA-LU Provisions on Planning, Environment, and Air Quality for Joint FHWA/FTA Authorities," dated September 2, 2005, as amended by joint FHWA/FTA guidance, "SAFETEA-LU Deadline for New Planning Requirements (July 1, 2007)," dated May 2, 2006 [clarifying Guidance on Implementation of SAFETEA-LU Planning Provisions], and subsequent Federal directives implementing SAFETEA-LU, except to the extent FTA determines otherwise in writing;
 - (3) Joint FHWA/FTA regulations, "Planning Assistance and Standards," 23 C.F.R. Part 450 and 49 C.F.R. Part 613 to the extent that those regulations are consistent with the SAFETEA-LU amendments to public transportation planning and private enterprise laws, and subsequent amendments to those regulations that may be promulgated; and
 - (4) FTA regulations, "Major Capital Investment Projects," 49 C.F.R. Part 611, to the extent that those regulations are consistent with the SAFETEA-LU amendments to the public transportation planning and private enterprise laws, and any subsequent amendments to those regulations that may be subsequently promulgated.
- b. Governmental and Private Nonprofit Providers of Nonemergency Transportation. In addition to providing opportunities to participate in planning as described in Subsection 12a of this Agreement, to the extent feasible the Grantee agrees to comply with the provisions of 49 U.S.C. § 5323(k), which afford governmental agencies and nonprofit organizations that receive Federal assistance for nonemergency transportation from Federal Government sources (other than U.S. DOT) an opportunity to be included in the design, coordination, and planning of transportation services.
- c. Infrastructure Investment. During the implementation of the Project, the Grantee agrees to take into consideration the recommendations of Executive Order No. 12803, "Infrastructure Privatization," 31 U.S.C. § 501 note, and Executive Order No. 12893, "Principles for Federal Infrastructure Investments," 31 U.S.C. § 501 note.

Section 13. Preference for United States Products and Services. To the extent applicable, the Grantee agrees to comply with the following U.S. domestic preference requirements:

- a. Buy America. The Grantee agrees to comply with 49 U.S.C. § 5323(j) and FTA regulations, "Buy America Requirements," 49 C.F.R. Part 661 to the extent those regulations are consistent with the FAST Act, MAP-21, or SAFETEA-LU provisions, and subsequent amendments to those regulations that may be promulgated. The Grantee also agrees to comply with FTA directives to the extent those directives are consistent with SAFETEA-LU provisions, except to the extent that FTA or the Department determines otherwise in writing.

- b. Cargo Preference-Use of United States-Flag Vessels. The Grantee agrees to comply with U.S. Maritime Administration regulations, "Cargo Preference-U.S.-Flag Vessels," 46 C.F.R. Part 381, to the extent those regulations apply to the Project.
- c. Fly America. The Grantee understands and agrees that the Federal/State Government will not participate in the costs of international air transportation of any individuals involved in or property acquired for the Project unless that air transportation is provided by U.S.-flag air carriers to the extent service by U.S.-flag air carriers is available, in accordance with the requirements of the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. § 40118, and with U.S. GSA regulations, "Use of United States Flag Air Carriers," 41 C.F.R. §§ 301-10.131 through 301-10.143.

Section 14. Procurement and Third Party Contracting. To the extent applicable, the Grantee agrees to comply with the following third party procurement provisions:

- a. Statutory and Regulatory Standards. The Grantee shall establish written procurement procedures that comply with the required Federal and State standards as found on the Department's website: <https://connect.ncdot.gov/business/Transit/Pages/Transit-Procurement.aspx>.
The Grantee agrees to comply with the third party procurement requirements with 2 C.F.R. 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (replaces 49 C.F.R. 18 and 19, effective December 26, 2014); 49 U.S.C. Chapter 53, as amended by FAST Act; FTA's Master Agreement, [FTA MA\(23\)](#); and other applicable Federal laws in effect now or as subsequently enacted; and other applicable Federal regulations pertaining to third party procurements and subsequent amendments thereto, to the extent those regulations are consistent with SAFETEA-LU provisions and N.C.G.S. 143 Article 8. The Grantee also agrees to comply with the provisions of FTA Circular 4220.1F, "Third Party Contracting Guidance", as amended, to the extent those provisions are consistent with the FAST ACT, MAP-21, or SAFETEA-LU provisions and with any subsequent amendments thereto, except to the extent the Department or the FTA determines otherwise in writing. Although the FTA "Best Practices Procurement Manual" provides additional procurement guidance, the Grantee understands that this FTA manual is focused on third party procurement processes and may omit certain Federal requirements applicable to the third party contract work to be performed.
- b. Full and Open Competition. In accordance with 49 U.S.C. §5325(a), the Grantee agrees to conduct all procurement transactions in a manner that provides full and open competition as determined by the Department and FTA.
- c. Exclusionary or Discriminatory Specifications. Apart from inconsistent requirements imposed by Federal laws or regulations, the Grantee agrees to comply with the requirements of 49 U.S.C. § 5325(h) by not using any Federal assistance awarded by FTA to support a procurement using exclusionary or discriminatory specifications.
- d. Geographic Restrictions. In accordance with N.C.G.S. 143 Article 3D, the Grantee agrees that it will not use any State or local geographic preference, except State or local geographic preferences expressly mandated or as permitted by FTA. However, for example, in procuring architectural, engineering, or related services, the Grantee's geographic location may be a selection criterion, provided that a sufficient number of qualified firms are eligible to compete.
- e. In-State Bus Dealer Restrictions. The Grantee agrees that in accordance with 49 U.S.C. § 5325(i), any State law requiring buses to be purchased through in-State dealers will not apply to purchases of vehicles acquired with funding authorized under 49 U.S.C. Chapter 53.
- f. Neutrality in Labor Relations. To the extent permitted by law, the Grantee agrees to comply with Executive Order No. 13502, "Use of Project Labor Agreements (PLA) for Federal Construction Projects", February 6, 2009, 74 Fed. Reg. 6985 et seq. As a result, the Recipient is no longer prohibited from requiring an affiliation with a labor organization, such as a project labor agreement, as a condition for award of any third party contract or subcontract at any tier for construction or construction management services, except to the extent that the Federal Government determines otherwise in writing.

- g. Federal Supply Schedules. State, local, or nonprofit Recipients may not use Federal Supply Schedules to acquire federally assisted property or services except to the extent permitted by U.S. GSA, U.S. DOT, or FTA laws, regulations, directives, or determinations.
- h. Force Account. The Grantee agrees that FTA may determine the extent to which Federal assistance may be used to participate in force account costs.
- i. Department Technical Review. The Grantee agrees to permit the Department to review and approve the Grantee's technical specifications and requirements to the extent the Department believes necessary to ensure proper Project administration. The Grantee agrees to submit the following to the Department for its review and approval prior to solicitation:
 - (1) New/adapted specifications for equipment, supplies, apparatuses and new-type rolling stock. This requirement does not apply to equipment, supplies, or apparatuses with cost of less than \$30,000; or to Minivans; Conversion and Lift Vans; Center Aisle Vans and Standard Vans; and Light Transit Vehicles (Cutaway-type Bus).
 - (2) Drawings, designs, and/or description of work for construction, renovation, or facility improvement projects, including the purchase or construction of bus shelters.
- j. Department Pre-award Approval. The Grantee agrees to submit procurement documents, including the Procurement Checklist, to the Department for its review and approval prior to award of a contract/subcontract under this Agreement for any of the following:
 - (1) All new-type rolling stock (excluding Minivans); Conversion and Lift Vans; Center Aisle Vans and Standard Vans; and Light Transit Vehicles (Cutaway-type Bus) not available on PTD State contracts.
 - (2) All specifications, drawings, plans, and/or description of work required for all construction, renovation, facility improvement or related type projects;
 - (3) All construction projects equal to or greater than \$30,000;
 - (4) Any "brand name" product or sole source purchase equal to or greater than \$2,500;
 - (5) Any contract/subcontract to other than apparent lowest bidder equal to or greater than \$3,500; \$2,000 if it is a construction related project
 - (6) Any procurement equal to or greater than \$90,000;
 - (7) Any contract modification that would change the scope of a contract or increase the contract amount up to or over the formal (sealed) bid threshold of \$90,000.
 - (8) All local procurements over \$3,500 using grant funds, federal and/or state must submit a Procurement Checklist with claim to be eligible for reimbursement
- k. Project Approval/Third Party Contract Approval. Except to the extent the Department determines otherwise in writing, the Grantee agrees that the Department's award of Federal and State assistance for the Project does not, by itself, constitute pre-approval of any non-competitive third party contract associated with the Project.
- l. Preference for Recycled Products. To the extent applicable, the Grantee agrees to comply with U.S. EPA regulations, "Comprehensive Procurement Guidelines for Products Containing Recovered Materials"; 40 C.F.R. Part 247, which implements Section 6002 of the Resource Conservation and Recovery Act, as amended; 42 U.S.C. § 6962; and with subsequent Federal regulations that may be promulgated. Accordingly, the Grantee agrees to provide a competitive preference for products and services that conserve natural resources, protect the environment, and are energy efficient.
- m. Clean Air and Clean Water. The Grantee agrees to include in each third party contract and subagreement exceeding \$100,000 adequate provisions to ensure that each Project participant will agree to report the use of facilities placed on or likely to be placed on the U.S. Environmental Protection Agency (U.S. EPA) "List of Violating Facilities," to not use any violating facilities, to report violations to the Department and the Regional U.S. EPA Office, and to comply with the inspection and other applicable requirements of:
 - (1) Section 306 of the Clean Air Act, as amended, 42 U.S.C. § 7606, and other applicable provisions of the Clean Air Act, as amended, 42 U.S.C. § 7401 through 7671q; and
 - (2) Section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and other applicable requirements of the Clean Water Act, as amended, 33 U.S.C. § 1251 through 1377.

- n. National Intelligent Transportation Systems Architecture and Standards. To the extent applicable, the Grantee agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 Fed. Reg. 1455 et seq., January 8, 2001, and any subsequent further implementing directives, except to the extent FTA or the Department determines otherwise in writing.
- o. Rolling Stock. In acquiring rolling stock, the Grantee agrees as follows:
- (1) Method of Acquisition. The Department's Public Transportation Division, through the North Carolina Department of Administration, Purchase and Contract Division, awards vehicle contracts for its grant recipients to purchase public transit vehicles. These vehicle contracts comply with FTA and State requirements. The Grantee will utilize these vehicle contracts to purchase public transit vehicles included in the Approved Budget for this Project. For public transit vehicles not included in these contracts, the Grantee shall conduct a competitive procurement process in accordance with this Agreement.
 - (2) Multi-year Options. In accordance with 49 U.S.C. § 5325(e)(1), the Grantee may not enter into a multi-year contract with options, exceeding five (5) years after the date of the original contract, to purchase additional rolling stock and replacement parts.
 - (3) Pre-Award and Post-Delivery Requirements. The Grantee agrees to comply with the requirements of 49 U.S.C. § 5323(m) and FTA regulations, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 C.F.R. Part 663 and, when promulgated, any amendments to those regulations. The Grantee understands and agrees that to the extent the provisions of 49 U.S.C. § 5323(m), as amended by the FAST Act, MAP-21 or SAFETEA-LU conflict with FTA's implementing regulations, as currently promulgated, the provisions of 49 U.S.C. § 5323(m), as amended, prevail.
 - (4) Bus Testing. To the extent applicable, the Grantee agrees to comply with the requirements of 49 U.S.C. § 5318(e) and FTA regulations, "Bus Testing," 49 C.F.R. Part 665, and any amendments to those regulations that may be promulgated.
- p. Bonding. For construction projects, the Grantee agrees to provide bid guarantee bond (5% of bid price) and performance and payment bonds (100% of contract price) and comply with any other construction bonding provisions as the Department may determine.
- q. Architectural, Engineering, Design, or Related Services. For all architectural, engineering, design, or related services the Grantee shall use qualifications-based competitive proposal [Request for Qualifications (RFQ) in accordance with the Brooks Act] procedures. The Grantee shall follow applicable statutes, N.C.G.S. 143-64.31-34, and requirements set forth in FTA Circular 4220.1F as amended, to retain a qualified, registered architect or professional engineer:
- (1) The Grantee agrees to comply with qualifications-based competitive proposal procedures, which require:
 - (a) An offeror's qualifications be evaluated;
 - (b) Good faith effort to use minority-owned businesses;
 - (c) Price be excluded as an evaluation factor;
 - (d) Negotiations be conducted with only the most qualified offeror; and
 - (e) Failing agreement on price, negotiations with the next most qualified offeror be conducted until a contract award can be made to the most qualified offeror whose price is fair and reasonable.
 - (2) Geographic location may be a selection criterion in procurements for architectural and engineering (A&E) services provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.
 - (3) The Grantee acknowledges and agrees that qualifications-based competitive proposal procedures can only be used for procurement of the following services:
 - (a) Program management;
 - (b) Construction management;
 - (c) Feasibility studies; and
 - (d) Preliminary engineering, design, architectural, engineering, surveying, mapping, and related services.

- (4) The Grantee also agrees to:
 - (a) Include applicable Federal requirements and certifications in the solicitation;
 - (b) Submit procurement documents to the Department for its review and approval prior to the award of any contract for A&E services for the Project; and
 - (c) Maintain written documentation to support each step of the procurement process.
- r. Design-Bid-Build Projects. The Design-Bid-Build method of construction is where there are separate contracts and procurement processes for the design and construction. Typically the designer coordinates the numerous prime Grantees that are involved in the construction process. The Grantee may use design-bid-build procurements to implement its projects after it has complied with applicable Federal and State requirements and obtains approval from the Department prior to solicitation and award of the contract.
- s. Design-Build Projects. The Design-Build method of construction is where a single Grantee is given responsibility for both design and construction, thus eliminating an intermediate procurement step with possible time saving, and more effective coordination and opportunities for cost savings. Currently, this procurement method is not an allowable method of procurement by the State of North Carolina. The Grantee may request to use the design-build method as an "alternate" method. Submission of justification must be presented to the State Building Commission for a 2/3-majority vote of approval. One of the drawbacks of design-build is that the owner does not have an independent source (the A/E in traditional construction) overseeing design implementation and verifying conformance with the drawings and specifications.
- t. Competitive Proposal/Request for Proposal (RFP). The competitive proposal/ request for proposal (RFP) method of procurement is normally conducted with more than one source submitting an offer, i.e., proposal. Either a fixed price or cost reimbursement type contract is awarded. This method of procurement is generally used when conditions are not appropriate for the use of sealed bids. The Grantee acknowledges that certain restrictions apply under North Carolina law for use of the RFP method and these restrictions and exceptions are discussed below.
 - (1) The Grantee agrees that the RFP Method may not be used in lieu of an invitation for bids (IFB) for:
 - (a) Construction/repair work; or
 - (b) Purchase of apparatus, supplies, materials or equipment. See Subsection 14t(2), of this Agreement, regarding information technology goods as services.
 - (2) The Grantee agrees that the RFP method of solicitation may be used (in addition to or instead of any other procedure available under North Carolina law) for the procurement of information technology goods and services [as defined in N.C.G.S. 147-33.81(2)]. This applies to electronic data processing goods and services, telecommunications goods and services, security goods and services, microprocessors, software, information processing, office systems, any services related to the foregoing, and consulting or other services for design or redesign of information technology supporting business processes. The Grantee will comply with the following minimum requirements [N.C.G.S. 143-129.8]:
 - (a) Notice of the request for proposals shall be given in accordance with N.C.G.S. 143 129(b).
 - (b) Contracts shall be awarded to the person or entity that submits the best overall proposal as determined by the awarding authority. Factors to be considered in awarding contracts shall be identified in the request for proposals.
 - (c) The Grantee may use procurement methods set forth in N.C.G.S. 143-135.9 in developing and evaluating requests for proposals.
 - (d) The Grantee may negotiate with any proposer in order to obtain a final contract that best meets the needs of the Grantee.
 - (e) Any negotiations shall not alter the contract beyond the scope of the original request for proposals in a manner that deprives the proposers or potential proposers of a fair opportunity to compete for the contract; and would have resulted in the award of the contract to a different person or entity if the alterations had been included in the request for proposals.

- (f) Proposals submitted shall not be subject to public inspection until a contract is awarded.
- (3) The Grantee agrees that the RFP method, in accordance with FTA Circular 4220.1F as amended, under the guidelines of FTA "Best Practices Procurement Manual," should be used for procurements of professional services, such as consultants for planning activities and for transit system operations/management. The Grantee acknowledges that certain restrictions apply under North Carolina law for use of the RFP method and these restrictions and exceptions are discussed in Subsections 14t(1) and 14t(2) of this Agreement. For all architectural, engineering, design, or related services, the Grantee agrees that the qualifications-based competitive proposal process shall be used (see Subsection 14q, this Agreement).
- (4) When the RFP method is used for procurement of professional services, the Grantee agrees to abide by the following minimum requirements:
 - (a) Normally conducted with more than one source submitting an offer (proposal);
 - (b) Either fixed price or cost reimbursement type contract will be used;
 - (c) Generally used when conditions are not appropriate for use of sealed bids;
 - (d) Requests for proposals will be publicized;
 - (e) All evaluation factors will be identified along with their relative importance;
 - (f) Proposals will be solicited from an adequate number (3 is recommended) of qualified sources;
 - (g) A standard method must be in place for conducting technical evaluations of the proposals received and for selecting awardees;
 - (h) Awards will be made to the responsible firm whose proposal is most advantageous to the Grantee's program with price and other factors considered; and
 - (i) In determining which proposal is most advantageous, the Grantee may award to the proposer whose proposal offers the greatest business value (best value) to the agency. "Best value" is based on determination of which proposal offers the best tradeoff between price and performance, where quality is considered an integral performance factor.
- u. Award to Other than the Lowest Bidder. In accordance with Federal and State statutes, a third party contract may be awarded to other than the lowest bidder, if the award furthers an objective (such as improved long-term operating efficiency and lower long-term costs). When specified in bidding documents, factors such as discounts, transportation costs, and life cycle costs will be considered in determining which bid is lowest. Prior to the award of any contract equal to or greater than \$3,500 (\$2,000 for construction-related projects) to other than apparent lowest bidder, the Grantee shall submit its recommendation along with basis/reason for selection to the Department for pre-award approval.
- v. Award to Responsible Grantees. The Grantee agrees to award third party contracts only to responsible Grantees who possess potential ability to successfully perform under the terms and conditions of the proposed procurement according to N.C.G.S.143-129. Consideration will be given to such matters as Grantee integrity, compliance with public policy, record of past performance, and financial and technical resources. Contracts will not be awarded to parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities in accordance with the Federal debarment and suspension rule, 49 C.F.R. 29. For procurements over \$25,000, the Grantee shall comply, and assure the compliance of each third party Grantee and subrecipient at any tier, with the debarment and suspension rule. FTA and the Department recommend that Grantees use a certification form for projects over \$25,000, which are funded in part with Federal funds. A sample certification form can be obtained from the Department. The Grantee also agrees to check a potential Grantee's debarment/suspension status at the Federal website: <https://www.dol.gov/ofccp/regs/compliance/preaward/debarlst.htm> and the State website: <https://ncadmin.nc.gov/government-agencies/procurement/contracts/debarred-vendors>.

- w. Procurement Notification Requirements. With respect to any procurement for goods and services (including construction services) having an aggregate value of \$500,000 or more (in Federal funds), the Grantee agrees to:
 - (1) Specify the amount of Federal and State funds that will be used to finance the acquisition in any announcement of the contract award for such goods or services; and
 - (2) Express the said amount as a percentage of the total costs of the planned acquisition.
- x. Contract Administration System. The Grantee shall maintain a contract administration system that ensures that Grantees/SubGrantees perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- y. Access to Third Party Contract Records. The Grantee agrees, and agrees to require its third party Grantees and third party SubGrantees, at as many tiers of the Project as required, to provide to the Federal and State awarding agencies or their duly authorized representatives, access to all third party contract records to the extent required by 49 U.S.C. § 5325(g), and retain such documents for at least five (5) years after project completion.

Section 15. Leases.

- a. Capital Leases. To the extent applicable, the Grantee agrees to comply with FTA regulations, "Capital Leases," 49 C.F.R. Part 639, and any revision thereto.
- b. Leases Involving Certificates of Participation. The Grantee agrees to obtain the Department's concurrence before entering into any leasing arrangement involving the issuance of certificates of participation in connection with the acquisition of any capital asset.
- c. Lease vs. Purchase. The Grantee agrees to obtain the Department's concurrence and a cost analysis will be presented to evaluate the terms and conditions prior to entering into any lease agreement.

Section 16. Hold Harmless. Except as prohibited or otherwise limited by State law or except to the extent that FTA or the Department determines otherwise in writing, upon request by the Federal or State Government, the Grantee agrees to indemnify, save, and hold harmless the Federal and State Government and its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Grantee of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Project. The Grantee shall not be required to indemnify the Federal or State Government for any such liability caused by the wrongful acts of Federal or State employees or agents.

Section 17. Use of Real Property, Equipment, and Supplies. The Grantee understands and agrees that the Federal/State Government retains a Federal/State interest in any real property, equipment, and supplies financed with Federal/State assistance (Project property) until, and to the extent, that the Federal/State Government relinquishes its Federal/State interest in that Project property. With respect to any Project property financed with Federal/State assistance under this Agreement, the Grantee agrees to comply with the following provisions, except to the extent FTA or the Department determines otherwise in writing:

- a. Use of Project Property. The Grantee agrees to maintain continuing control of the use of Project property to the extent satisfactory to FTA. The Grantee agrees to use Project property for appropriate Project purposes (which may include joint development purposes that generate program income, both during and after the award period and used to support public transportation activities) for the duration of the useful life of that property, as required by FTA or the Department. Should the Grantee unreasonably delay or fail to use Project property during the useful life of that property, the Grantee agrees that it may be required to return the entire amount of the Federal and State assistance expended on that property. The Grantee further agrees to notify the Department immediately when any Project property is withdrawn from Project use or when any Project property is used in a manner substantially different from the representations the Grantee has made in its Application or in the Project Description for this Agreement for the Project. In turn, the Department shall be responsible for notifying FTA.

- b. General. The Grantee agrees to comply with the property management standards of 49 C.F.R. §§ 18.31 through 18.33, including any amendments thereto, and with other applicable Federal and State regulations and directives. Any exception to the requirements of 49 C.F.R. §§ 18.31 through 18.33 requires the express approval of the Federal Government in writing. The Grantee also consents to the Department's reimbursement requirements for premature dispositions of certain Project equipment, as set forth in Subsection 17i of this Agreement.
- c. Maintenance and Inspection of Vehicles, Facilities and Other Project Equipment. The Grantee shall maintain all project equipment at a high level of cleanliness, safety, and mechanical soundness in accordance with the minimum maintenance requirements recommended by the manufacturer. The Grantee shall register all vehicle maintenance activities in a Comprehensive Maintenance Record or an electronic version of same. The Department shall conduct frequent inspections to confirm proper maintenance pursuant to this Subsection 17c of this Agreement and the State Management Plan. The Grantee shall collect and submit to the Department at such time and in such manner as it may require information for the purpose of the Department's Public Transportation Management System (PTMS).
The Grantee shall maintain the facility, including any and all equipment installed into or added on to the facility as part of the Project, in good operating order and at a high level of cleanliness, safety and mechanical soundness in accordance with good facility maintenance and upkeep practices and in accordance with the minimum maintenance requirements recommended by the manufacturer for all equipment installed in or added to the facility as part of the Project. Such maintenance shall be in compliance with applicable Federal and state regulations or directives that may be issued, except to the extent that the Department determines otherwise in writing. The Department shall conduct inspections as it deems necessary to confirm proper maintenance on the part of the Grantee pursuant to this Subsection 17c of the Agreement and the State Management Plan. Such inspections may or may not be scheduled ahead of time, but will be conducted such that they shall not significantly interfere with the ongoing and necessary functions for which the Project was designed. The Grantee shall make every effort to accommodate such inspections by the Department in accordance with the Department's desired schedule for such inspections. The Grantee shall collect and submit to the Department at such time and in such manner as the Department may require information for the purpose of the Department's Public Transportation Management System (PTMS) and any and all other reports the Department deems necessary. The Grantee shall also maintain and make available to the Department upon its demand all documents, policies, procedures, purchase orders, bills of sale, internal work orders and similar items that demonstrate the Grantee's maintenance of the facility in good operating order and at a high level of cleanliness, safety and mechanical soundness.
- d. Records. The Grantee agrees to keep satisfactory records pertaining to the use of Project property, and submit to the Department upon request such information as may be required to assure compliance with this Subsection 17 of this Agreement.
- e. Incidental Use. The Grantee agrees that:
- (1) General. Any incidental use of Project property will not exceed that permitted under applicable Federal and State laws, regulations, and directives.
 - (2) Alternative Fueling Facilities. As authorized by 49 U.S.C. § 5323(p), any incidental use of its federally financed alternative fueling facilities and equipment by non-transit public entities and private entities will be permitted, only if the:
 - (a) Incidental use does not interfere with the Grantee's Project or public transportation operations;
 - (b) Grantee fully recaptures all costs related to the incidental use from the non-transit public entity or private entity;
 - (c) Grantee uses revenues received from the incidental use in excess of costs for planning, capital, and operating expenses that are incurred in providing public transportation; and;
 - (d) Private entities pay all applicable excise taxes on fuel.
- f. Title to Vehicles. The Certificate of Title to all vehicles purchased under the Approved Budget for this Project shall be in the name of the Grantee. The Department's Public Transportation Division

shall be recorded on the Certificate of Title as first lien-holder. In the event of project termination or breach of contract provisions, the Grantee shall, upon written notification by the Department, surrender Project equipment and/or transfer the Certificate(s) of Title for Project equipment to the Department or the Department's designee.

- g. Encumbrance of Project Property. The Grantee agrees to maintain satisfactory continuing control of Project property as follows:
- (1) Written Transactions. The Grantee agrees that it will not execute any transfer of title, lease, lien, pledge, mortgage, encumbrance, third party contract, subagreement, grant anticipation note, alienation, innovative finance arrangement (such as a cross border lease, leveraged lease, or otherwise), or any other obligation pertaining to Project property, that in any way would affect the continuing Federal and State interest in that Project property.
 - (2) Oral Transactions. The Grantee agrees that it will not obligate itself in any manner to any third party with respect to Project property.
 - (3) Other Actions. The Grantee agrees that it will not take any action adversely affecting the Federal and State interest in or impair the Grantee's continuing control of the use of Project property.
- h. Transfer of Project Property. The Grantee understands and agrees as follows:
- (1) Grantee Request. The Grantee may transfer any Project property financed with Federal assistance authorized under 49 U.S.C. chapter 53 to a local governmental authority to be used for any public purpose with no further obligation to the Federal Government, provided the transfer is approved by the Federal Transit Administrator and conforms with the requirements of 49 U.S.C. §§ 5334(h)(1) through 5334(h)(3).
 - (2) Federal/State Government Direction. The Grantee agrees that the Federal or State Government may direct the disposition of, and even require the Grantee to transfer title to any Project property financed with Federal/State assistance under this Agreement.
 - (3) Leasing Project Property to Another Party.
 - (a) General. Prior to entering into any third party contract for leasing Project property to another party, the Grantee agrees to obtain approval from the Department. If the Grantee leases any Project property to another party, the Grantee agrees to retain ownership of the leased Project property, and assure that the lessee will use the Project property appropriately, through a written lease between the Grantee and lessee. The Grantee agrees to use the standard lease agreement form provided by the Department and to provide a copy of the signed, executed lease agreement to the Department. In accordance with Subsection 5e of this Agreement, regardless of assignment of work to be completed under this Project or lease of Project assets to a third party, it is the Grantee's primary responsibility to comply with Federal and State requirements of this Agreement and assure the compliance of any third party Grantees.
 - (b) Lease of Vehicles. The lease of vehicles acquired with financial assistance authorized for 49 U.S.C. chapter 53 to any third party is contingent upon approval of the Department. It is allowable to lease vehicles to another Community Transportation System providing general public service in the State of North Carolina, upon approval of the Department. It is also allowable for vehicles to be leased to a third party operator or transportation management company that operates the transit service within a county/region under contract to the Grantee, upon approval of the Department. The Grantee agrees to use the vehicle lease agreement provided by the Department when vehicles are leased, even if on a short-term basis, to another Community Transportation System or a management company. The Grantee agrees to obtain written approval from the Department before the lease is executed and forward a copy of the signed, executed lease agreement to the Department. The Grantee, as a Community Transportation System, shall not lease vehicles to human service agencies, county agencies/government, community agencies or school systems. The Grantee agrees not to loan vehicle(s) to other agencies/individuals for short-term use, even during hours that the transportation system is not providing service, as the

vehicle(s) will generally be used to provide service that is "closed-door," i.e., not open to the general public.

- i. Disposition of Project Property. With prior Department approval, the Grantee may sell, transfer, or lease Project property and use the proceeds to reduce the gross project cost of other eligible capital public transportation projects to the extent permitted by 49 U.S.C. § 5334(h)(4). The Grantee also agrees that the Department shall determine "useful life" for all Project property and that the Grantee will use Project property continuously and appropriately throughout the useful life of that property. Upon the end of the period of useful life, the Grantee may dispose of Project property after notifying and receiving disposition instructions from the Department.
 - (1) Project Property Whose Useful Life Has Expired. When the useful life of Project property has expired, the Grantee agrees to comply with the Department's disposition requirements.
 - (2) Project Property Prematurely Withdrawn from Use. For Project property withdrawn from appropriate use before its useful life has expired, the Grantee agrees as follows:
 - (a) Notification Requirement. The Grantee agrees to notify the Department immediately when any Project property is prematurely withdrawn from appropriate use, whether by planned withdrawal, misuse, or casualty loss.
 - (b) Calculating the Fair Market Value of Prematurely Withdrawn Project Property. The Grantee agrees that the Federal/State Government retains a Federal/State interest in the fair market value of Project property prematurely withdrawn from appropriate use. The amount of the Federal/State interest in the Project property shall be determined by the ratio of the Federal/State assistance awarded for the property to the actual cost of the property. The Grantee agrees that the fair market value of Project property prematurely withdrawn from use will be calculated as follows:
 1. Equipment and Supplies. The Grantee agrees that the fair market value of Project equipment and supplies shall be calculated by straight-line depreciation of that property, based on the useful life of the equipment or supplies as established by the Department. The fair market value of Project equipment and supplies shall be the value immediately before the occurrence prompting the withdrawal of the equipment or supplies from appropriate use. In the case of Project equipment or supplies lost or damaged by fire, casualty, or natural disaster, the fair market value shall be calculated on the basis of the condition of that equipment or supplies immediately before the fire, casualty, or natural disaster, or the amount of insurance coverage, whichever is greater.
 2. Real Property. The Grantee agrees that the fair market value of real property financed under the Project shall be determined by FTA either on the basis of competent appraisal based on an appropriate date approved by FTA, as provided by 49 C.F.R. Part 24, by straight line depreciation of improvements to real property coupled with the value of the land as determined by FTA on the basis of appraisal, or other Federal law or regulations that may be applicable.
 3. Exceptional Circumstances. The Grantee agrees that the Department may require the use of another method to determine the fair market value of Project property. In unusual circumstances, the Grantee may request that another reasonable valuation method be used including, but not limited to, accelerated depreciation, comparable sales, or established market values. In determining whether to approve such a request, the Department may consider any action taken, omission made, or unfortunate occurrence suffered by the Grantee with respect to the preservation of Project property withdrawn from appropriate use.
 - (c) Financial Obligations to the Federal/State Government. The Grantee agrees to remit to the Department the Federal and State interest in the fair market value of any Project property prematurely withdrawn from appropriate use. In turn, the Department shall be responsible to remit the Federal interest to the FTA. In the case of fire, casualty, or natural disaster, the Grantee may fulfill its obligations to remit the Federal and State interest by either:
 1. Investing an amount equal to the remaining Federal and State interest in like-

- kind property that is eligible for assistance within the scope of the Project that provided Federal/State assistance for the Project property prematurely withdrawn from use; or
2. Returning to the Department an amount equal to the remaining Federal and State interest in the withdrawn Project property.
- j. Insurance Proceeds. If the Grantee receives insurance proceeds as a result of damage or destruction to the Project property, the Grantee agrees to:
- (1) Apply those insurance proceeds to the cost of replacing the damaged or destroyed Project property taken out of service, or
 - (2) Return to the Department an amount equal to the remaining Federal and State interest in the damaged or destroyed Project property.
- k. Transportation - Hazardous Materials. The Grantee agrees to comply with applicable requirements of U.S. Pipeline and Hazardous Materials Safety Administration regulations, "Shippers - General Requirements for Shipments and Packaging," 49 C.F.R. Part 173, in connection with the transportation of any hazardous materials.
- l. Misused or Damaged Project Property. If any damage to Project property results from abuse or misuse occurring with the Grantee's knowledge and consent, the Grantee agrees to restore the Project property to its original condition or refund the value of the Federal and State interest in that property, as the Department may require.
- m. Responsibilities after Project Closeout. The Grantee agrees that Project closeout by the Department will not change the Grantee's Project property management responsibilities as stated in Section 14 of this Agreement, and as may be set forth in subsequent Federal and State laws, regulations, and directives, except to the extent the Department determines otherwise in writing.

Section 18. Insurance. The Grantee shall be responsible for protecting the state and/or federal financial interest in the facility construction/renovation and equipment purchased under this Agreement throughout the useful life. The Grantee shall provide, as frequently and in such manner as the Department may require, written documentation that the facility and equipment are insured against loss in an amount equal to or greater than the state and/or federal share of the real value of the facility or equipment. Failure of the Grantee to provide adequate insurance shall be considered a breach of contract and, after notification may result in termination of this Agreement. In addition, other insurance requirements may apply. The Grantee agrees as follows:

- a. Minimum Requirements. At a minimum, the Grantee agrees to comply with the insurance requirements normally imposed by North Carolina State and local laws, regulations, and ordinances, except to the extent that the Department determines otherwise in writing.
- b. Flood Hazards. To the extent applicable, the Grantee agrees to comply with the flood insurance purchase provisions of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. § 4012a(a), with respect to any Project activity involving construction or an acquisition having an insurable cost of \$10,000 or more.

Section 19. Relocation. When relocation of individuals or businesses is required, the Grantee agrees as follows:

- a. Relocation Protections. The Grantee agrees to comply with 49 U.S.C. § 5324(a), which requires compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. §§ 4601 et seq.; and U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 C.F.R. Part 24, which provide for fair and equitable treatment of persons displaced and persons whose property is acquired as a result of Federal and federally assisted programs. [See, new U.S. DOT final rule, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 C.F.R. Part 24, at 70 Fed. Reg. 590 et seq., January 4, 2005.] These requirements apply to relocation in connection with all interests in real property acquired for the Project regardless of Federal participation in the costs of that real property.
- b. Nondiscrimination in Housing. In carrying out its responsibilities to provide housing that may be required for compliance with Federal relocation requirements for individuals, the Grantee agrees

to comply with Title VIII of the Civil Rights Act of 1968, as amended, 42 U.S.C. §§ 3601 et seq., and with Executive Order No. 12892, "Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing," 42 U.S.C. § 3608 note.

- c. Prohibition Against Use of Lead-Based Paint. In undertaking construction or rehabilitation of residential structures on behalf of individuals affected by real property acquisition in connection with implementing the Project, the Grantee agrees that it will not use lead-based paint, consistent with the prohibitions of Section 401(b) of the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. § 4831(b), and the provisions of U.S. Housing and Urban Development regulations, "Lead-based Paint Poisoning in Certain Residential Structures."

Section 20. Real Property. For real property acquired with Federal assistance, the Grantee agrees as follows:

- a. Land Acquisition. The Grantee agrees to comply with 49 U.S.C. § 5324(a), which requires compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. §§ 4601 et seq.; and with U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 C.F.R. Part 24. [See, new U.S. DOT final rule, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 C.F.R. Part 24, 70 Fed. Reg. 590 et seq., January 4, 2005.] These requirements apply to all interests in real property acquired for Project purposes regardless of Federal participation in the cost of that real property.
- b. Covenant Assuring Nondiscrimination. The Grantee agrees to include a covenant in the title of the real property acquired for the Project to assure nondiscrimination during the useful life of the Project.
- c. Recording Title to Real Property. To the extent required by FTA and the Department, the Grantee agrees to record the Federal and/or State's interest in title to real property used in connection with the Project and/or execute at the request of the Department any instrument or documents evidencing or related to the State's interest in the Project's property.
 - (1) As a condition of its participation in a Facility Project, the Department will retain a secured interest in the Project for the estimated life of the Project, expected to be forty (40) years, following completion of the Project; or the prorated share of the original investment or current fair market value (the higher value of the two); whichever comes first.
- e. Department Approval of Changes in Real Property Ownership. The Grantee agrees that it will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities used in the Project without prior written permission and instructions from the Department.
- e. Disposal of Real Property.
 - (1) If useful life is not attained, upon the sale or disposition of any Project facility, the Department shall be entitled to a refund of the original state and/or federal investment or the state and/or federal prorated share of the current fair market value of the project facility, whichever is greater.
 - (2) For the purpose of this Agreement, the term "any sale or disposition of the Project facility" shall mean any sale or disposition of the facility for a use not consistent with purposes for which the state and/or federal share was originally granted pursuant to the Project Agreement, or for a use consistent with such purposes wherein the transferee in the sale or disposition does not enter into an assignment and assumption agreement with the Grantee with respect to the Grantee's obligation under this Agreement or the Grant Agreement, so that the transferee becomes obligated as if the transferee had been the original party.

Section 21. Construction. Except to the extent the Department determines otherwise in writing, the Grantee agrees as follows:

- a. Drafting, Review, and Approval of Construction Plans and Specifications. The Grantee agrees to submit drawings, designs, and/or description of work for construction, renovation, or facility improvement projects, including the purchase or construction of bus shelters to the Department for its review and approval prior to solicitation.

- b. MBE/WBE/DBE Participation. The Grantee agrees to record and report Minority-owned Business good faith efforts in accordance with N.C.G.S. 143-128.2(f).
- c. Supervision of Construction. The Grantee agrees to provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms to the approved plans and specifications.
- d. Construction Reports. The Grantee agrees to provide progress reports and other data and information as may be required by the Department.
- e. Project Management for Major Capital Projects. To the extent applicable, the Grantee agrees to comply with FTA regulations, "Project Management Oversight," 49 C.F.R. Part 633, and any subsequent Project Management Oversight regulations FTA may issue.
- f. Seismic Safety. The Grantee agrees to comply with the Earthquake Hazards Reduction Act of 1977, as amended, 42 U.S.C. §§ 7701 et seq., with Executive Order No. 12699, "Seismic Safety of Federal and Federally-Assisted or Regulated New Building Construction," 42 U.S.C. § 7704 note, and with U.S. DOT regulations, "Seismic Safety," 49 C.F.R. Part 41, specifically, 49 C.F.R. § 41.117.

Section 22. Employee Protections.

- a. Construction Activities. The Grantee agrees to comply, and assures the compliance of each third party Grantee and each subrecipient at any tier of the Project, with the following laws and regulations providing protections for construction employees:
 - (1) Davis-Bacon Act, as amended, 49 U.S.C. § 5333(a), which requires compliance with the Davis-Bacon Act, 40 U.S.C. §§ 3141 et seq., and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5;
 - (2) Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 et seq., specifically, the wage and hour requirements of Section 102 of that Act at 40 U.S.C. § 3702, and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5; and the safety requirements of Section 107 of that Act at 40 U.S.C. § 3704, and implementing U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926; and
 - (3) Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. § 874 and 40 U.S.C. Section 3145 and implementing U.S. DOL regulations, "Grantees and SubGrantees on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States," 29 C.F.R. Part 3.
- b. Activities Not Involving Construction. The Grantee agrees to comply, and assures the compliance of each third party Grantee and each subrecipient at any tier of the Project, with the employee protection requirements for nonconstruction employees of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 et seq., in particular the wage and hour requirements of Section 102 of that Act at 40 U.S.C. § 3702, and with U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.
- c. Activities Involving Commerce. The Grantee agrees that the provisions of the Fair Labor Standards Act, 29 U.S.C. §§ 201 et seq., apply to employees performing Project work involving commerce.
- d. Public Transportation Employee Protective Arrangements 49 U.S.C. chapter 53. The Grantee agrees to comply with the terms and conditions of the Special Warranty for the Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, U.S. DOL implementing procedures, and any revisions thereto.

Section 23. Environmental Protections. The Grantee recognizes that many Federal and State laws imposing environmental and resource conservation requirements may apply to the Project. Some, but

not all, of the major Federal laws that may affect the Project include: the National Environmental Policy Act of 1969 (NEPA), as amended, 42 U.S.C. §§ 4321 through 4335; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q and scattered sections of Title 29, United States Code; the Clean Water Act, as amended, 33 U.S.C. §§ 1251 through 1377; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 through 6992k; the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 through 9675, as well as environmental provisions within Title 23, United States Code, and 49 U.S.C. chapter 53. The Grantee also recognizes that U.S. EPA, FHWA and other Federal agencies have issued, and in the future are expected to issue, Federal regulations and directives that may affect the Project. Thus, the Grantee agrees to comply, and assures the compliance of each third party Grantee, with any applicable Federal laws, regulations and directives as the Federal Government are in effect now or become effective in the future, except to the extent the Federal Government determines otherwise in writing. Listed below are environmental provisions of particular concern to FTA and the Department. The Grantee understands and agrees that those laws, regulations, and directives may not constitute the Grantee's entire obligation to meet all Federal environmental and resource conservation requirements.

- a. National Environmental Policy. Federal assistance is contingent upon the Grantee's facilitating FTA's compliance with all applicable requirements and implementing regulations of the National Environmental Policy Act of 1969, as amended, (NEPA) 42 U.S.C. §§ 4321 through 4335 (as restricted by 42 U.S.C. § 5159, if applicable); Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 U.S.C. § 4321 note; FTA statutory requirements at 49 U.S.C. § 5324(b); U.S. Council on Environmental Quality regulations pertaining to compliance with NEPA, 40 C.F.R. Parts 1500 through 1508; and joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622, and subsequent Federal environmental protection regulations that may be promulgated.

The Recipient agrees to comply with the applicable provisions of 23 U.S.C. Section 139 pertaining to environmental procedures, and 23 U.S.C. Section 326, pertaining to State responsibility for categorical exclusions, in accordance with the provisions of joint FHWA/FTA final guidance, "SAFETA-LU Environmental Review Process (Public Law 109-59)," 71 Fed. Reg. 66576 et seq., November 15, 2006 and any applicable Federal directives that may be issued at a later date, except to the extent that FTA determines otherwise in writing.

- b. Air Quality. Except to the extent the Federal Government determines otherwise in writing, the Grantee agrees to comply with all applicable Federal laws, regulations, and directives implementing the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q, and:
 - (1) The Grantee agrees to comply with the applicable requirements of Section 176(c) of the Clean Air Act, 42 U.S.C. § 7506(c), consistent with the joint FHWA/FTA document, "Interim Guidance for Implementing Key SAFETEA-LU Provisions on Planning, Environment, and Air Quality for Joint FHWA/FTA Authorities," dated September 2, 2005, and any subsequent applicable Federal directives that may be issued; with U.S. EPA regulations, "Conformity to State or Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93, and any subsequent Federal conformity regulations that may be promulgated. To support the requisite air quality conformity finding for the Project, the Grantee agrees to implement each air quality mitigation or control measure incorporated in the Project. The Grantee further agrees that any Project identified in an applicable State Implementation Plan (SIP) as a Transportation Control Measure will be wholly consistent with the design concept and scope of the Project described in the SIP.
 - (2) U.S. EPA also imposes requirements implementing the Clean Air Act, as amended, which may apply to public transportation operators, particularly operators of large public transportation bus fleets. Accordingly, the Grantee agrees to comply with the following U.S. EPA regulations to the extent they apply to the Project: "Control of Air Pollution from Mobile Sources," 40 C.F.R. Part 85; "Control of Air Pollution from New and In-Use Motor Vehicles

and New and In-Use Motor Vehicle Engines," 40 C.F.R. Part 86; and "Fuel Economy of Motor Vehicles," 40 C.F.R. Part 600.

- (3) The Grantee agrees to comply with notice of violating facility provisions of Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. § 7606 note.
- c. Clean Water. Except to the extent the Federal Government determines otherwise in writing, the Grantee agrees to comply with all applicable Federal regulations and directives issued pursuant to the Clean Water Act, as amended, 33 U.S.C. §§ 1251 through 1377. In addition:
 - (1) The Grantee agrees to protect underground sources of drinking water consistent with the provisions of the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §§ 300f through 300j-6.
 - (2) The Grantee agrees to comply with notice of violating facility provisions of Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. § 7606 note.
- d. Use of Public Lands. The Grantee agrees that in implementing its Project, it will not use any publicly owned land from a park, recreation area, or wildlife or waterfowl refuge of national, State, or local significance as determined by the Federal, State, or local officials having jurisdiction thereof, and it will not use any land from a historic site of national, state, or local significance, unless the Federal Government makes the findings required by 49 U.S.C. §§ 303(b) and 303(c). The Grantee also agrees to comply with joint FHWA/FTA regulations, "Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites," 23 C.F.R. Parts 771 and 774, and 49 C.F.R. Part 622, when promulgated.
- e. Wild and Scenic Rivers. The Grantee agrees to comply with applicable provisions of the Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. §§ 1271 through 1287, relating to protecting components of the national wild and scenic rivers system; and to the extent applicable, to comply with U.S. Forest Service regulations, "Wild and Scenic Rivers," 36 C.F.R. Part 297, and with U.S. Bureau of Land Management regulations, "Management Areas," 43 C.F.R. Part 8350.
- f. Coastal Zone Management. The Grantee agrees to assure Project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. §§ 1451 through 1465.
- g. Wetlands. The Grantee agrees to facilitate compliance with the protections for wetlands in accordance with Executive Order No. 11990, as amended, "Protection of Wetlands," at 42 U.S.C. § 4321 note.
- h. Floodplains. The Grantee agrees to comply with the flood hazards protections in floodplains in accordance with Executive Order No. 11988, as amended, "Floodplain Management," 42 U.S.C. § 4321 note.
- i. Endangered Species and Fisheries Conservation. The Grantee agrees to comply with protections for endangered species set forth in the Endangered Species Act of 1973, as amended, 16 U.S.C. §§ 1531 through 1544, and the Magnuson Stevens Fisheries Conservation Act, as amended, 16 U.S.C. §§ 1801 et seq.
- j. Historic Preservation. The Grantee agrees to encourage compliance with the Federal historic and archaeological preservation requirements of Section 106 of the National Historic Preservation Act, as amended, 16 U.S.C. § 470f; with Executive Order No. 11593, "Protection and Enhancement of the Cultural Environment," 16 U.S.C. § 470 note; and with the Archaeological and Historic Preservation Act of 1974, as amended, 16 U.S.C. §§ 469a through 469c, as follows:
 - (1) In accordance with U.S. Advisory Council on Historic Preservation regulations, "Protection of Historic and Cultural Properties," 36 C.F.R. Part 800, the Grantee agrees to consult with the State Historic Preservation Officer concerning investigations to identify properties and resources included in or eligible for inclusion in the National Register of Historic Places that may be affected by the Project, and agrees to notify FTA of those properties that are affected.
 - (2) The Grantee agrees to comply with all applicable Federal regulations and directives to avoid or mitigate adverse effects on those historic properties, except to the extent the Federal Government determines otherwise in writing.

- k. Indian Sacred Sites. The Grantee agrees to facilitate compliance with the preservation of places and objects of religious importance to American Indians, Eskimos, Aleuts, and Native Hawaiians, in compliance with the American Indian Religious Freedom Act, 42 U.S.C. § 1996, and with Executive Order No. 13007, "Indian Sacred Sites," 42 U.S.C. § 1996 note, except to the extent the Federal Government determines otherwise in writing.
- l. Mitigation of Adverse Environmental Effects. Should the proposed Project cause or result in adverse environmental effects, the Grantee agrees to take all reasonable measures to minimize the impact of those adverse effects, as required by 49 U.S.C. § 5324(b), and other applicable Federal laws and regulations, including 23 C.F.R. Part 771 and 49 C.F.R. Part 622. The Grantee agrees to comply with all environmental mitigation measures that may be identified as commitments in applicable environmental documents, (i.e., environmental assessments, environmental impact statements, memoranda of agreement, and other documents as required by 49 U.S.C. § 303) and agrees to comply with any conditions the Federal Government might impose in a finding of no significant impact or record of decision. The Grantee agrees that those environmental mitigation measures are incorporated by reference and made part of this Agreement for the Project. The Grantee also agrees that any deferred mitigation measures will be incorporated by reference and made part of this Agreement for the Project as soon as agreement with the Federal Government is reached. The Grantee agrees that those mitigation measures agreed upon may not be modified or withdrawn without the express written approval of the Federal Government.

Section 24. Energy Conservation. The Grantee agrees to comply with the North Carolina Energy Policy Act of 1975 (N.C.G.S. 113B) issued in accordance with the Energy Policy and Conservation Act, as amended, 42 U.S.C. §§ 6321 et seq., except to the extent that the Department determines otherwise in writing. To the extent applicable, the Grantee agrees to perform an energy assessment for any building constructed, reconstructed, or modified with FTA assistance, as provided in FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. Part 622, Subpart C.

Section 25. Charter Service Operations.

The Grantee acknowledges that Federal and State requirements prohibit the use of vehicles, facilities and equipment funded by Federal or State grant programs for the provision of charter services unless it is determined that there are no willing and able charter operators in the service area. Federal law does not provide exceptions to these regulations for vehicles that are loaned or leased to other agencies or entities.

The Grantee agrees that neither it nor any public transportation operator performing work in connection with a Project financed under 49 U.S.C. chapter 53 will engage in charter service operations, except as authorized by 49 U.S.C. § 5323(d) and FTA regulations, "Charter Service," 49 C.F.R. Part 604, and any subsequent Charter Service regulations or FTA directives that may be issued, except to the extent that FTA determines otherwise in writing. Any charter service agreement required by FTA regulations is incorporated by reference and made part of this Agreement for the Project. The Grantee understands and agrees that in addition to any remedy specified in the charter service agreement, if a pattern of violations of that agreement is found, the violator will be barred from receiving Federal transit assistance in an amount to be determined by FTA or U.S. DOT.

Section 26. School Transportation Operations. The Grantee agrees that neither it nor any public transportation operator performing work in connection with a Project financed under 49 U.S.C. chapter 53 will engage in school transportation operations for the transportation of students or school personnel exclusively in competition with private school transportation operators, except as authorized by 49 U.S.C. §§ 5323(f) or (g), as applicable, and FTA regulations, "School Bus Operations," 49 C.F.R. Part 605, and any subsequent School Transportation Operations regulations or FTA directives that may be issued. Any school transportation operations agreement required by FTA regulations is incorporated by reference and made part of this Agreement for the Project. The Grantee understands and agrees that if it or an operator violates that school transportation operations agreement the violator will be barred from receiving Federal transit assistance in an amount to be determined by FTA or U.S. DOT.

Section 27. Geographic Information and Related Spatial Data. In accordance with U.S. OMB Circular A-16, "Coordination of Geographic Information and Related Spatial Data Activities," August 19, 2002, the Grantee agrees to implement its Project so that any activities involving spatial data and geographic information systems activities financed directly or indirectly, in whole or in part, by Federal assistance, consistent with the National Spatial Data infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

Section 28. Motor Carrier Safety. To the extent applicable, the Grantee agrees to comply with, and assures the compliance of its subrecipients, lessees, and third party Grantees with, applicable provisions of the following regulations promulgated by the U.S. Federal Motor Carrier Safety Administration (U.S. FMCSA):

- a. **Financial Responsibility.** The Grantee agrees as follows:
 - (1) To the extent that the Grantee is engaged in interstate commerce and not within a defined commercial zone, the Grantee agrees to comply with U.S. FMCSA regulations, "Minimum Levels of Financial Responsibility for Motor Carriers," 49 U.S.C. Part 387, dealing with economic registration and insurance requirements. For recipients of Federal assistance under 49 U.S.C. §§ 5307, 5310, or 5311, 49 C.F.R. Part 387 is modified by 49 U.S.C. § 31138(e)(4) which reduces the amount of insurance required of such recipients to the highest amount of any state in which the transit provider operates.
 - (2) To the extent that the Grantee is engaged in interstate commerce and not within a defined commercial zone and is not a unit of government (defined as Federal Government, a state, any political subdivision of a state or any agency established under a compact between states), the Grantee agrees to comply with U.S. FMCSA regulations, Subpart B, "Federal Motor Carrier Safety Regulations," at 49 C.F.R. Parts 390 through 396.
- b. **Driver Qualifications.** The Grantee agrees to comply with U.S. FMCSA's regulations, "Commercial Driver's License Standards, Requirements, and Penalties," 49 C.F.R. Part 383.
- c. **Substance Abuse Rules for Motor Carriers.** The Grantee agrees to comply with U.S. FMCSA's regulations, "Drug and Alcohol Use and Testing Requirements," 49 C.F.R. Part 382, which apply to transit providers that operate a commercial motor vehicle that has a gross weight rating over 26,000 pounds or is designed to transport sixteen (16) or more passengers, including the driver.

Section 29. Substance Abuse. To the extent applicable, the Grantee agrees to comply with the following Federal substance abuse regulations:

- a. **Drug-Free Workplace.** U.S. OMB Guidance, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)," 2 C.F. R. Part 182, U.S. DOT regulations, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance), 49 C.F.R. Part 32, that implement the Drug-Free Workplace Act of 1988, 41 U.S.C. §§ 701 et seq.
- b. **Alcohol Misuse and Prohibited Drug Use.** FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 C.F.R. Part 655, that implement 49 U.S.C. § 5331.

Section 30. Seat Belt Use. In accordance with Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U. S. C. § 402 note, the Grantee is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned, rented, or personally operated vehicles, and to include this provision in any third party contracts, third party subcontracts, or subagreements involving the Project.

Section 31. Text Messaging While Driving. In accordance with Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C.A. § 402 note, and DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, the Grantee is encouraged to comply with the term of the following Special Provision.

- a. **Definitions.** As used in this Special Provision:
 - (1) "Driving" means operating a motor vehicle on a roadway, including while temporarily

stationary because of traffic, a traffic light, stop sign, or otherwise. "Driving does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

- (2) "Text Messaging" means reading from or entering data into any handheld or other electric device, including the purpose of short message service texting, e-mailing, instant messaging, obtaining navigating information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.

b. Safety. The Grantee is encouraged to:

- (1) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving:
- (a) Grantee-owned or Grantee-rented vehicles or Government-owned, leased or rented vehicles;
 - (b) Privately-owned vehicles when on official Project related business or when performing any work for or on behalf of the Project; or
 - (c) Any vehicle, on or off duty, and using an employer supplied electronic device.
- (2) Conduct workplace safety initiatives in a manner commensurate with the Grantee's size, such as:
- (a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - (b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- (3) Include this Special Provision in its subagreements with its subrecipients and third party contracts and also encourage its subrecipients, lessees, and third party Grantees to comply with the terms of this Special Provision, and include this Special Condition in each subagreement, lease, and third party contract at each tier financed with Federal assistance provided by the Federal Government.

Section 32. Protection of Sensitive Security Information. To the extent applicable, the Grantee agrees to comply with 49 U.S.C. § 40119(b) and implementing U.S. DOT regulations, "Protection of Sensitive Security Information," 49 C.F.R. Part 15, and with 49 U.S.C. § 114(s) and implementing U.S. Department of Homeland Security, Transportation Security Administration regulations, "Protection of Sensitive Security Information," 49 C.F.R. Part 1520.

Section 33. Disputes, Breaches, Defaults, or Other Litigation. The Grantee agrees that FTA and the Department have a vested interest in the settlement of any dispute, breach, default, or litigation involving the Project. Accordingly:

- a. Notification to the Department. The Grantee agrees to notify the Department in writing of any current or prospective major dispute, breach, default, or litigation that may affect the Federal/State Government's interests in the Project or the Federal/State Government's administration or enforcement of Federal/State laws or regulations. If the Grantee seeks to name the Federal/State Government as a party to litigation for any reason, in any forum, the Grantee agrees to inform the Department in writing before doing so. In turn, the Department shall be responsible for notifying FTA.
- b. Federal/State Interest in Recovery. The Federal/State Government retains the right to a proportionate share, based on the percentage of the Federal/State share awarded for the Project, of proceeds derived from any third party recovery, except that the Grantee may return any liquidated damages recovered to its Project Account in lieu of returning the Federal/State share to the Department.
- c. Enforcement. The Grantee agrees to pursue all legal rights provided within any third party contract.
- d. FTA and Department Concurrence. The FTA and the Department reserve the right to concur in any compromise or settlement of any claim involving the Project and the Grantee.
- e. Alternative Dispute Resolution. The Department encourages the Grantee to use alternative dispute resolution procedures, as may be appropriate.

Section 34. Amendments/Revisions to the Project. The Grantee agrees that a change in Project circumstances causing an inconsistency with the terms of this Agreement for the Project will require an amendment or revision to this Agreement for the Project signed by the original signatories or their authorized designees or successors. The Grantee agrees that a change in the fundamental information submitted in its Application will also require an Amendment to its Application or this Agreement for the Project. The Grantee agrees that the project will not incur any costs associated with the amendment or revision before receiving notification of approval from the division. The Grantee agrees that any requests for amendments and or revisions will be submitted in accordance with the policies and procedures established by FTA and the Department.

Section 35. Information Obtained Through Internet Links. This Agreement may include electronic links/Web site addresses to Federal/State laws, regulations, and directives as well as other information. The Department does not guarantee the accuracy of information accessed through such links. Accordingly, the Grantee agrees that information obtained through any electronic link within this Agreement does not represent an official version of a Federal/State law, regulation, or directive, and might be inaccurate. Thus, information obtained through such links is neither incorporated by reference nor made part of this Agreement. The Federal Register and the Code of Federal Regulations are the official sources for regulatory information pertaining to the Federal Government.

Section 36. Severability. If any provision of the FTA Master Agreement or this Agreement for the Project is determined invalid, the remainder of that Agreement shall not be affected if that remainder would continue to conform to the requirements of applicable Federal/State laws or regulations.

Section 37. Termination of Agreement.

- a. The Department of Transportation. In the event of the Grantee's noncompliance with any of the provisions of this Agreement, the Department may suspend or terminate the Agreement by giving the Grantee thirty (30) days advance notice. Any failure to make reasonable progress on the Project or violation of this Agreement for the Project that endangers substantial performance of the Project shall provide sufficient grounds for the Department to terminate the Agreement for the Project. In general, termination of Federal and State assistance for the Project will not invalidate obligations properly incurred by the Grantee before the termination date to the extent those obligations cannot be canceled. If, however, the Department determines that the Grantee has willfully misused Federal/State assistance by failing to make adequate progress, failing to make reasonable and appropriate use of Project property, or failing to comply with the terms of this Agreement for the Project, the Department reserves the right to require the Grantee to refund the entire amount of Federal and State assistance provided for the Project or any lesser amount as the Department may determine. Expiration of any Project time period established for the Project does not, by itself, constitute an expiration or termination of the Agreement for the Project. The Department, before issuing notice of Agreement termination, shall allow the Grantee a reasonable opportunity to correct for noncompliance. Upon noncompliance with the nondiscrimination section (Section 8) of this Agreement or with any of the said rules, regulations or orders, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Grantee may be declared ineligible for contracts in accordance with procedures authorized in Executive Orders No. 11246 and No. 11375, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law. In addition to the Department's rights of termination described above, the Department may terminate its participation in the Project by notifying and receiving the concurrence of the Grantee within sixty (60) days in advance of such termination.
- b. The Grantee. The Grantee may terminate its participation in the Project by notifying and receiving the concurrence of the Department sixty (60) days in advance of the termination.

Section 38. Contract Administrators. All notices permitted or required to be given by one Party to the other and all questions about this Agreement from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, postal address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, postal address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

For the Department:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name: MS MYRA FREEMAN Title: FINANCIAL MANAGER Agency: NCDOT/PTD MSC: 1550 MSC City/Zip: RALEIGH NC 27699-1550 Phone: 919-707-4672 Fax: 919-733-2304 Email: MSFREEMAN1@NCDOT.GOV	Name: MS MYRA FREEMAN Title: FINANCIAL MANAGER Agency: NCDOT/PTD Street: TRANSPORTATION BLDG Address: 1 S WILMINGTON ST RM 524 City: RALEIGH NC 27601

For the Grantee:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name: Angela W Wynes Title: Transit Manager Agency: City of High Point Postal: 716 W Martin Luther King Jr Dr Address: High Point, NC 27265 City/Zip: High Point, NC 27265 Phone: (336) 883-3062 Fax: (336) 822-7175 Email: angela.wynes@highpointnc.gov	Name: Angela W Wynes Title: Transit Manager Agency: City of High Point Street: 716 W Martin Luther King Jr Dr Address: High Point, NC 27265 City: High Point, NC 27265

Section 39. Federal Certification Regarding Lobbying. The Grantee certifies, by signing this Agreement, its compliance with Subsection 6d of this Agreement.

Section 40. Federal Certification Regarding Debarment. The Grantee certifies, by signing this Agreement, its compliance with Subsection 6b of this Agreement.

Section 41. Federal Certification Regarding Alcohol Misuse and Prohibited Drug Use. As required by FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," at 49 C.F.R. part 655, subpart I, the Grantee certifies, by signing this Agreement, that it has established and implemented an alcohol misuse and anti-drug program, and has complied with or will comply with all applicable requirements of FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 C.F.R. part 655, and Section 28 of this Agreement.

Section 42. Ethics Acknowledgement Policy on Gifts.

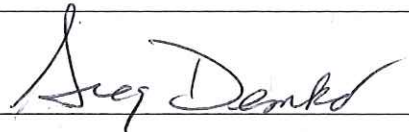
N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. The Grantee certifies, by signing this Agreement, its compliance with Subsection 6a of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the Department, an agency of the State of North Carolina, and the Grantee by and through a duly authorized representative, and is effective the date and year first above written.

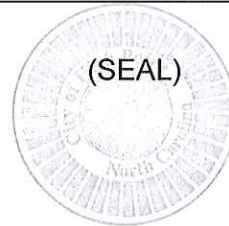
CITY OF HIGH POINT

GRANTEE'S FEDERAL TAX ID NUMBER: 56-6000231

GRANTEE'S FISCAL YEAR END: JUNE 30, 2018

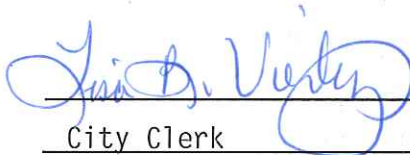
BY: 

TITLE: CITY MANAGER



ATTEST:

TITLE:


City Clerk

DEPARTMENT OF TRANSPORTATION

BY: _____

TITLE: DEPUTY SECRETARY FOR TRANSIT

ATTEST:

TITLE:

SECRETARY

Attachment

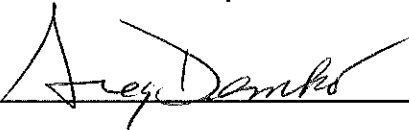
Certification Regarding Lobbying
(for bids and/or awards)

The Grantee certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The Grantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Grantee's Authorized Representative:



Title: City Manager