City of High Point

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

Meeting Agenda

Monday, November 4, 2013

4:45 PM

Council Chambers

City Council

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

ROLL CALL, PRAYER, AND PLEDGE OF ALLEGIANCE

REGULAR MEETING ITEMS

FINANCE COMMITTEE - Mayor Pro Tem Moore, Chair

130276 Budget Ordinance Amendment - Washington Street Park
Adoption of a budget ordinance amending the 2013-2014 Budget Ordinance to appropriate funds in the amount of $31,000.00 from Hayden Harman Foundation for the new Washington Street Park.

130291 Contract - Bid No. 26 - Wire
Approval of contract awarding Bid No. 26 for the purchase of underground cable. Purchasing and the Electric Department recommends that contract be awarded to Stuart C. Irby Company in the amount of $352,980.00 which is the lowest responsible and responsive bidder meeting specifications.

130292 Contract - Bid No. 23 - Metal Clad Switchgear
Approval of contract awarding Bid No. 23 for the purchase of two (2) metal clad switchgear lineups. Purchasing and the Electric Department recommends that contract be awarded to Schneider Electric USA in the amount of $697,891.00 which is the lowest responsible and responsive bidder meeting specifications.

130293 Contracts - Network Infrastructure Upgrade
Approval of contracts for necessary network infrastructure upgrades for the Information and Technology Services Department. Purchasing and the IT Department recommends that contracts be awarded to Slait Consulting in the amount of $230,356.62 and NWN Corporation in the amount of $82,737.66 for a total contract amount of $313,094.28.

130294 Contract - Davis Martin Powell - Water & Sewer System Design - I-74 Corporate Park
Council is requested to approve a contract with Davis Martin Powell in the amount of $285,000.00 for engineering services related to the design of the water and sewer system to serve the I-74 Corporate Park.

130295 Resolution - General Obligation Refunding Bonds
City Council requested to adopt resolution authorizing the issuance and sale of general obligation refunding bonds not to exceed $15,000,000 and authorize the Mayor, City Manager, and Financial Services Director to execute necessary agreements and documents connected thereto.

130296 Commitment Letter - Unity Builders - Meredith Street Apartments
Council is requested to authorize the City Manager to execute a loan agreement with Unity Builders for the acquisition and rehabilitation of the Meredith Street Apartments.

Pending Items

130230 Review of Health Insurance Coverage for City Council Members
At the request of Council Member Mendenhall, Council is being asked to review the current council-established policy regarding health insurance coverage and costs associated with the same.

COMMUNITY HOUSING & NEIGHBORHOOD DEVELOPMENT COMMITTEE - Council Member Douglas, Chair

130297 Ordinance - Demolition of Dwelling - 809 E. Farriss Avenue
Adoption of an ordinance ordering the Inspector to effectuate the demolition of a dwelling located at 809 E. Farriss Avenue belonging to Jesse David and Heather Spradley.

BOARDS AND COMMISSIONS APPOINTMENTS AND VACANCY REPORT

130299 Appointment - Boards & Commissions - Parks & Recreation Commission
Council Member Douglas is recommending the appointment of Darrell McLean to the Parks and Recreation Commission as the Ward 2 representative. Appointment will be effective immediately and will expire July 1, 2016.

130300 Appointment- Boards & Commissions- Historic Preservation Commission
Council Member Judith Mendenhall is recommending the appointment of William Hollis Anderson to fill the unexpired term of Shane Brown, who has resigned. Mr. Anderson resides in the Sherrod Park Historic District. Appointment to be effective immediately and will expire July 1, 2014.

130301 Reappointment- Boards & Commissions- Historic Preservation Commission
Mayor Sims is recommending the reappointment of Glenn Chavis as the Mayor’s At-Large representative on the Historic Preservation Commission. Reappointment to be effective immediately and will expire on July 1, 2016.

130302 Boards and Commissions - Vacancy Report
Attached is the current list of vacancies for all Boards and Commissions.

PUBLIC COMMENT PERIOD - 5:15 P.M.

APPROVAL OF THE MINUTES OF PREVIOUS MEETINGS

130298 Approval of the following Minutes
Finance Committee meeting held Monday, October 21st @ 3:00 p.m.
High Point City Council Regular meeting held October 21st @ 4:45/5:30 p.m.
Comprehensive Planning Committee meeting held Tuesday, October 22nd @ 4:00 p.m.

City Manager's Briefing held Monday, October 28th @ 4:00 p.m.

ADJOURNMENT

FINANCE COMMITTEE
OCTOBER 21, 2013 – 3:00 P.M
CITY MANAGER'S CONFERENCE ROOM

MINUTES

PRESENT:
Chairman Moore, Council Members Wagner, Davis, and Sims

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

STAFF PRESENT:
Strib Boynton, City Manager; Allen Oliver, Assistant City Manager; Randy McCaslin, Assistant City Manager; Jeron Hollis, Public Information; Jeff Moore, Director of Finance; Eric Olmedo, Budget Officer; Chris Thompson, Director of Public Services; Terry Houk, Assistant Director of Public Services; Garey Edwards, Director of Electric Department; Lee Tilley, Director of Parks & Recreation; JoAnne Carlyle, City Attorney; Lisa Vierling, City Clerk, Dawn Sparks, Deputy City Clerk

MEDIA PRESENT:
Pat Kimbrough, *High Point Enterprise*

OTHERS PRESENT:
Cynthia Davis, Planning & Zoning Commission

130271 **Contract – Bid No. 10 – Relay Control Retrofit**

Approval of award of contract for Bid No. 10 for Relay Control Panels. Purchasing and the Electric Department recommends that contract be awarded to Keystone EMC in the amount of $411,301.00, which is the lowest responsive and responsible bidder meeting specifications.

Garey Edwards explained that the relay control panels are to be used in seven different substations. These panels will be replacing old and faulty equipment. The bid is about $40,000.00 below estimates.

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

120272 **<u>Contract – Bid No. 12 – Generator Retrofit</u>**

Approval of award of contract for Bid No. 12 to retrofit six (6) diesel generators. Purchasing and Electric Department recommends that contract be awarded to Western Branch Diesel in the amount of $203,244.00, which is the lowest responsive and responsible bidder meeting specifications.

Garey Edwards advised this equipment will be to retrofit the generators located at Eastside, Ward, and Westside. The electric department maintains the generator and use them for peak shaving. It was thought for a while this would not have to be done, and the difference is the state is requiring they go back to make the retrofit units with compliant or replace them.

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

130273 **<u>Contract – Bid No. 18 – 115 kV Circuit Breakers</u>**

Approval of award of contract for Bid No. 18 for the purchase of four (4) 115 kV Circuit Breakers. Purchasing and the Electric Department recommends that contract be awarded to Hitachi HVB in the amount of $212,649.71, which is the lowest responsive and responsible bidder meeting specifications.

Garey Edwards stated that this is for their transmission line that serves fifteen substations. These are the protection switches for the breakers.

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

120274 **<u>Contract – Bid No. 20 – Circuit Breakers</u>**

Approval of award of contract for Bid No. 20 for the purchase of six (6) 15 kV Circuit Breakers. Purchasing and the Electric Department recommends that contract be awarded to ABB in the amount of $160.277.00, which is the lowest responsive and responsible bidder meeting specifications.

Garey Edwards stated that these breakers are low voltage that comes out of the substation primary voltage. These breakers are to extend the lines on the north substation. That area has a lot of commercial development and is overloaded.

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

130275 **Contract – Bid No. 17 – Oak Hollow Golf Course Building Improvements**

Approval of contract awarding Bid No. 17 for Oak Hollow Golf Course Building Improvements (exterior stair replacement). Purchasing and the Parks and Recreation Department recommends that contract be awarded to Bar Construction Company in the amount of $92,100.00, which is the lowest responsive and responsible bidder meeting specifications.

Lee Tilley explained that the exterior stairs at the Oak Hollow Golf Course are in disrepair and these funds are to improve the exterior stairs. They opened bids on October 2nd, and had four bidders. The lowest responsive bid was Bar Construction. This bid also includes some repairs to the cart shed as well.

Allen Oliver advised that the cart shed is a metal building and it has been retrofitted with a soffit around the bottom. The gutters were inside the soffit and over the years they have had rot issues and rusting. The steps will have to be installed differently because of the updated building code.

Mayor Sims requested to see the bid tabulation sheet and minority participation numbers which were not included in the agenda documents.

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

130277 **Resolution – Signing Authority - City Manager - Home Buyer Assistance Program**

Council is requested to adopt a Resolution designating the City Manager or his designee to execute documents in connection with the Home Buyer Assistance Program.

There were no questions regarding this item.

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

130278 **Resolution and Bond Orders – General Obligation Refunding Bonds**

Council is requested to adopt a resolution authorizing the filing of an application for general obligation refunding bonds not to exceed $15,000,000 with the Local Government Commission; and to adopt an order authorizing $15,000,000 General Obligation Refunding Bonds.

Jeff Moore stated that Council is to affirm the application that the City has made with the Government Commission to issue up to $15,000,000 in refunding bonds. The City has the opportunity because it is so close within the end of the refunding bond period that the City can actually issue taxable bonds for less than they can issue a nontaxable qualifying refunding bond. High Point will actually be the first in the state to do this and is an opportunity to save about $550,000 over the next six years.

Once these bonds are issued they are a fixed rate instrument.

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

130287 **Resolution – Authorizing Water and Sewer Improvements**

Council is requested to authorize, approve and agree to the financing and construction of the water and sewer improvements estimated to be $5.0 million necessary to open and develop a new 350 plus acre corporate park located on the northeast corner of I-74 and NC 66.

Council Member Davis recused himself from the discussion on this matter.

Strib Boynton explained that approval of this will allow the City to finance water and sewer improvements necessary to develop a new 350 acre corporate park on I74 and 66 in Forsyth County. It would be done in partnership with Carolina Investment Properties. Carolina Investment Properties will be financing and developing the first 100 acres and will work with landowners on adjacent property. High Point's roll is finance and construction of the water and sewer improvements. This will open up areas north of 74 and also some potential for some areas south of 74 to be developed. It requires a very tight construction schedule. They will be coming back at the next meeting with the contract with DMP.

Council Member Smothers felt they should add that this project has been in the works for over two years.

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

OUTSIDE FUNDING

Mayor Sims stated that there is currently a process in place for outside funding. Strib Boynton stated that annually they invite nonprofits that are interested in submitting proposals in writing. Financial statements and audit documents are also submitted as well as who the board membership is made up of. Eric Olmedo stated that they give the nonprofits a timeline. It is generally sent out around the first of the year and allows them about a six to eight week period to pull their documents together. There is an application form that is sent out asking for certain information. 501c3 certification is also required.

Council Member Davis stated that the City Manager has asked for some direction on policy for the nonprofits, and Council Member Davis felt that the nonprofits have been handled by the City Manager when it should be upon the Council to do that. Council Member Davis stated it would serve the city well if could be up to Council to handle the nonprofits.

Council Member Mendenhall stated that there are those that continue to call the manager which puts him in that position, and if the Council has a structure in place where they could come to council it would alleviate that from happening.

Council Member Davis stated that in his proposal a separate committee is formed to hear those applications from nonprofits and to make those recommendations to council. Council Member Davis felt like a smaller group would be more beneficial than all of council, because many times discussion gets off of one point to another point. Council Member Davis proposed that the formation of the committee include some objectives and priorities and how it would be set up.

Council Member Davis suggested the committee be made up of four council members and be kept small.

Mayor Sims stated she had some concerns about Council Member Davis' proposed structure. One concern is a committee of council deciding on whether to go forward with something before the rest of council. Mayor Sims felt that all council needs to be involved in the conversation. Council Member Davis felt that the smaller group makes the recommendation, and it does not have to be for approval or disapproval, and he felt they would get more information that way.

Mayor Sims stated she understood what Council Member Davis was saying, but she felt there was an expectation of the citizens that elected them that all Council Members should be involved. Mayor Sims agreed there needs to be a way to tighten up the process.

Mayor Sims stated they could discuss it in finance and they could call a finance meeting at any time for any reason.

Council Member Davis stated that in his proposal he suggests that once they receive an application it would go to the City Clerk and she would notify the manager and the committee. The Manager would assign appropriate staff to go with that because there is going to be questions that will need answered by staff.

Council Member Moore stated that he thinks they are all in agreement that some kind of structured window of a formal process and a time window of which the applications come in will need to follow. Council Member Smothers stated she did not think that is necessarily what it said, and it said there would be an “x” amount of money set aside.

Council Member Davis stated that when the manager was working on the budget that as a council they would get together to decide and recommend the amount of money they want set aside for nonprofits, then as a council they decide what groups are going to get that funding, and if they don’t spend all that funding it will roll over into the general fund. Council Member Smothers and Mendenhall stated they liked that idea.

Council Member Mendenhall felt that the idea of a smaller group was needed because it is easier to get four council members together than it is to get nine of them together.

Council Member Smothers stated that the reality is that more and more organizations go straight to the Manager and bypass the council, and it puts the Manager in a position of making those decisions. Council Member Mendenhall stated she did not feel it was fair to put the Manager in the middle of it. Council Member Wagoner stated that they need a period of time when applications are going to be allowed, and then at that point, it is the Manager’s job to pass those applications onto Council.

Strib Boynton stated that he felt this would be a good way to handle all these nonprofits.

Mayor Sims suggested that the Manager look over the draft policy as presented by Council Member Davis to see if there is anything of concern before the Council adopts it. Council Member Mendenhall suggested that Council Member Davis and the Manager sit down together and get a final draft of the policy, then send it to Council for their approval.

It was the consensus that the Council supported the proposed policy of Council Member Davis and felt he should chair this committee.

ARTS COUNCIL

Mayor Sims stated that they did have the Arts Council come at the last Council Meeting and actually present to the Council a formal request that the Council reconsider funding for the Arts Council. Mayor Sims stated that she did have a couple of email conversations and the thought of doing the funding as a challenge grant was presented. Council Member Wagoner stated he ran the suggestion of a challenge grant by a couple people at the Arts Council and asked them upfront if there would be an interest in a challenge grant, where the City would match any new money that they have raised as of a certain date. The Arts Council liked the idea because it would enable them to have the ability to get creative with their fund raising.

Council Member Smothers stated that at a previous meeting Mr. Morgan made a statement to her that he wants it understood that they are not asking the City for money and asked her not to say anything about this because he wanted to raise most of the money before it is announced. Council Member Smothers stated she felt some things got ahead of themselves and she applauded the effort to try to find a way they can bring about some closure on the debt that they owe, but she was surprised to see the lack of support for the new center. Council Member Davis stated that he has heard about the Arts Council fund raising efforts for years and it seems like over the years they can't raise any money to support the Arts Program.

Mayor Sims stated that the Arts Council has some moved around the City for a number of years and this has been very difficult for individuals to support something that doesn't have any permanency, and she felt that being in the location that they are in now is the first time it has even looked like they have a permanent home. Mayor Sims stated that when it comes to economic development and the community it is important that they recognize what the Arts Council brings to the table, but how they support them in this process is another story and she felt the challenge grant and what the Council is asking and saying to the community is if they want the center here you demonstrate it by showing that you are going to step up to the plate and make those dollars available, which sends a message to Council that the community has a vested interest in the arts.

Council Member Wagoner stated that they should look at the fact that they took a building that was in foreclosure and were able to convert that to an Arts Center and in an area of town that is downtown where they really need the Center to be. Council Member Wagoner felt that there is no doubt that the Arts play a major role in economic development, not just in terms of what artists are doing but the type of quality of life amenity that it brings to the City when you are talking about executives wanting to live here, which are the things that people look for in a city when they are deciding where to live. The fact that the City has a center like this means that citizens do not that don't have to go to Greensboro or Winston-Salem, and they are getting the center at a bargain price.

Council Member Mendenhall stated that she sits on the board and their projections are that the rental aspect of the building in addition to the programming they are doing will eventually give them enough to hire a part time person to manage the bookings and it will eventually cover the operating costs. A lot of the money the City allocated to the Arts Council it was not all given out and they held a lot back for operating. They gave out a portion of it to their affiliates.

Council Member Davis stated that the City owns a CVB business and the Arts Council competes with the theater programming and ticket sales.

Council Member Mendenhall stated that when Mr. Morgan last came before Council and quoted the money that Greensboro was spending, and it was her understanding that is ticket revenue, parking fees, and CVB, not general fund dollars, and Mr. Morgan implied that Greensboro was spending all these general fund dollars that they were not. Council Member Mendenhall stated she liked the idea of the challenge but felt it should not match dollars on current pledges, but new cash money in after a date certain.

Mayor Sims stated that as they move forward she felt there may be some interest on the part of the Shakespeare Festival to perhaps coming back to the Arts Council and other entities. Mayor Sims felt that the arts all ought to be under one umbrella, which will give them leverage to go after additional dollars.

Council Member Wagoner stated that the challenge discussed was to begin on a certain date and go for a year. Mayor Sims felt this time period was too long. Council Member Wagoner stated it would allow them a period of time to gear up toward a fund raising campaign. Council Member Wagoner further stated that one of the things the Arts Council was requesting is the ability to come to the City and get their match in regular intervals and not have to wait until the end of the period.

Mayor Sims suggested that the new committee take the Arts Council discussion and come back to Council with some kind of recommendation.

ADJOURNMENT

The meeting adjourned at 4:30 p.m. on a motion duly made and seconded.

Respectfully Submitted,

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Dawn J. Sparks, CMC
Deputy City Clerk

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Council Member Britt Moore

High Point City Council

Application for Appointment To Boards and Commissions

All appointments to City boards and commissions are made by the Mayor and City Council and are not limited to those persons who fill out applications.

Name: William Hollis Anderson **Date Submitted:** Aug. 12, 2013
Street Address: 317 Woodrow Ave
High Point NC 27262

RECEIVED
AUG 12 2013
Ward 2

Email: hollis_anderson@hotmail.com

Employer: Retired
Business Address:
Phone home: 336-254-7277 **work:** 336-254-7277 **fax:**

Do you live inside the corporate limits of High Point? **Yes**
If not, do you live within High Point's extraterritorial zoning jurisdiction? **Yes**

Please select (in order of preference) the boards and commissions on which you would be willing to serve.

1. **Historic Preservation Commission**
2. **Historic Preservation Commission**
3. **Historic Preservation Commission**

Have you participated in the City Government 101 Course? **No**

Please list any work, volunteer, and/or educational experience that you would like us to consider in the review of your application.
Retired Brand Marketing Executive 40 years in the marketing/advertising business

High Point City Council

Application for Appointment To Boards and Commissions

All appointments to City boards and commissions are made by the Mayor and City Council and are not limited to those persons who fill out applications.

Name: Darrell McLean **Date Submitted:** Oct. 24, 2013
Street Address: 2320 Geddie Place
High Point NC 27260

RECEIVED
OCT 24 2013
Ward 2

Email: darrellmc917@hotmail.com

Employer:
Business Address:
Phone home: 336-870-4616 **work:** **fax:**

Do you live inside the corporate limits of High Point? **Yes**
If not, do you live within High Point's extraterritorial zoning jurisdiction? **Yes**

Please select (in order of preference) the boards and commissions on which you would be willing to serve.

1. **Parks & Recreation Commission**
2. **Economic Development**
3. **Citizens Advisory Council**

Have you participated in the City Government 101 Course? **No**

Please list any work, volunteer, and/or educational experience that you would like us to consider in the review of your application.

MANAGER'S BRIEFING SESSION
OCTOBER 28, 2013 – 4:00 P.M.
3RD FLOOR CONFERENCE ROOM

MINUTES

Present:
Mayor Pro Tem Britt Moore (At-Large) and Council Members Jeff Golden (Ward 1), Jay Wagner (Ward 4) and Jason Ewing (Ward 6)

Absent:
Mayor Bernita Sims; and Council Members Rebecca R. Smothers (At-Large), Foster Douglas (Ward 2), Judith P. Mendenhall (Ward 3); and Jim Davis (Ward 5)

Staff Present:
Strib Boynton, City Manager; Randy McCaslin, Assistant City Manager; Allen Oliver, Assistant City Manager; Wendy Fuscoe, Executive Director- The City Project, Inc.; Jeron Hollis, Communications Officer; Lisa Vierling, City Clerk

Also Present:
Peter Freeman, Freeman-Kennett Architects; John Kennett, Freeman-Kennett Architects; Ben Thornton, Freeman-Kennett Architects; Pat Risso, Freeman- Kennett Architects; Richard Wood, The City Project, Inc. Chairman; Cynthia Davis; Dorothy Darr; and Charles Simmons

IGNITE High Point Update
Richard Wood, Chairman of the City Project, gave an update on IGNITE High Point. He shared that the final report from DPZ Associates is due sometime this week and will more than likely be delivered to electronically to Wendy Fuscoe, Executive Director for The City Project, Inc. They will be meeting with the High Point Partners, as well as a lot of investors on Wednesday to hear recommendations in an effort to get them as fully involved as possible. He noted the PIT renderings are complete and this would be the major point of their presentation today. They do have a signed contract for the Library parking lot renderings and reiterated that they received $15,000 from the High Point Regional Associations of Realtors that will be used for this project with the city contributing the remaining $4,000 for a total project cost of $19,000. Mr. Wood shared that they received a total of eight proposals that would be evaluated for the road dieting and would be meeting in the near future to hopefully make a recommendation. They have also had some open dialogue with High Point University professors about possible retail on Kivett across from the Penny Path area with the concept of getting a sea can built and developed. Mr. Wood also reported they have met with several downtown businesses who are interested in creating more downtown activity. Theatre Art Galleries (TAG) will be doing an IGNITE High Point Vision and Action display that will be opening on November 22nd at the High Point Theatre and will run until January. Mr. Wood mentioned that the High Point Rotary Club is interested in providing some park benches for the new traffic island-roundabout on Elm/Lindsay/Parkway and that the Bank of North Carolina may install a big flag pole behind the sign facing the roundabout. Mr. Wood thanked the City Council for all the time and effort they

have put into this project and turned the remainder of the meeting over to Peter Freeman for a visual update/presentation.

Peter Freeman with Freeman-Kennett gave an update and shared a Power Point Presentation, which will be attached as a permanent part of these proceedings.

Mr. Freeman reported the schematic design process for the PIT is finished and noted an important piece of this is how to attract folks between markets, capitalizing on the many students within a 60-75 mile radius where the demographic is underserved. He noted that another piece of the puzzle is the idea of deregulation and the PIT will help in this because there is interest to create a place to incubate business, while also creating an ARTS district in the PIT (to display and sell goods, a music/performance venue, etc…). He shared the idea of possibly using reused materials such as glow totes, pallets, etc…. to make it enticing for the younger generation and that they want to take advantage of courtyards in this area and also plan a gaming area with access to Main Street. Regarding the economic impact, they have found that areas like this work in smaller towns (i.e. Huntsville, AL; Boulder, CO; Ithaca, NY; Charlottesville, VA, etc…).

Mr. Freeman noted they also see a need in creating a series of curated event festivals for various artisans of different trades such as arts, good, beer/wine, landscaping, furniture, etc…. He felt to make this successful, they would need to attract people for a full day and believed the PIT could possibly act as an impetus for this. He mentioned specific projects for the area (i.e. Main/Lexington Gateway; Main/Farris crossroads; Library Plaza; Main Street road diet, etc…) and noted it was important as to how they could tie the important places together to sustainable entities. Mr. Freeman also mentioned a proposed incubator pad at Oak Hollow Mall and College Village.

Following the presentation, Mayor Pro Tem Moore asked what the next step in the process would be. Mr. Freeman felt it would make sense to start with the PIT since it was not an expensive venture and they felt it could be done quickly with a huge impact. Wendy Fuscoe added that they would focus on the publicly owned things first with their three main priorities at this point being: the PIT; Library Parking Lot Project; and the Main Street road dieting.

City Manager Strib Boynton felt these three projects were a good starting point because some of the rest would require consent by Council, the community, the investors in the Study, that this is the right thing to do and some private property owners as well. He felt it was also important for Council to keep in mind that 100 High Point citizens and business leaders have contributed over $400,000 for the Study and this is the first time that this has happened and felt the city has a responsibility to pay attention to the recommendations as it all folds out in the next few weeks or months, but also to follow up and do something.

In conclusion, Ms. Fuscoe noted they are now done with the PIT study (with a report and numbers on what is going to take to get it done). Mr. Boynton pointed out that ultimately it is going to come down to further discussion and direction from Council on their willingness to proceed. To piggyback on this, Mayor Pro Tem Moore felt it might be prudent to get feedback from the shareholders after the final study is back.

Mr. Boynton encouraged those present to visit the vertical displays out in the hallway.

There being no further business to discuss, the meeting adjourned at 4:50 p.m. upon motion duly made and seconded.

Respectfully Submitted,

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Lisa B. Vierling, MMC
City Clerk

Financial Services

Jeffrey A. Moore, CPA
DIRECTOR

NORTH CAROLINA'S INTERNATIONAL CITY™

MEMORANDUM

October 30, 2013

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

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

SUBJECT: Required City Council actions for Proposed G.O. Refunding Bonds

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As discussed previously with you, the bond market remains currently favorable for refunding some of the City's outstanding Series 2005 general obligation bonds. The proposed resolution provides staff the authorization to issue up to $15,000,000 for refunding these bonds, depending on the bond market on the date of sale. Staff will not pursue refunding bonds for any bonds that do not provide for at least 3% savings. At the time of this writing, estimated savings are in excess of $100,000 annually for the next 6 years which approximates 4.15%.

The LGC staff has recommended the refunding authorization to the full Local Government Commission for its approval at their November 5, 2013 meeting.

Please include the following actions by City Council for their November 4, 2013 Council meeting.

1. The City's bond attorneys have prepared the attached resolution which will authorize the issuance and sale of the Series 2013 General Obligation Refunding Bonds. City Council is requested to approve the attached "Resolution Providing for the Sale and Issuance of City of High Point, North Carolina Taxable General Obligation Refunding Bond, Series 2013 and Providing for a Subsequent Tax-Exempt Refunding of Such Bond" and authorizing the Mayor, the City Manager, the City Clerk, and the Financial Services Director to execute and deliver certain documents in connection therewith

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

Accounting	Internal Audit	Purchasing	Treasury Services
336.883.3240	336.883.3122	336.883.3219	336.883.3230

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

A regular meeting of the City Council of the City of High Point, North Carolina was held in the Council Chambers of the Municipal Building at 211 South Hamilton Street in High Point, North Carolina, the regular place of meeting, at 4:45 p.m. on November 4, 2013.

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

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Absent: Council Members ____

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Also present: ____

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

RESOLUTION PROVIDING FOR THE SALE AND ISSUANCE OF A CITY OF HIGH POINT, NORTH CAROLINA TAXABLE GENERAL OBLIGATION REFUNDING BOND, SERIES 2013 AND PROVIDING FOR A SUBSEQUENT TAX-EXEMPT REFUNDING OF SUCH BOND

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

Section 1. The City Council has determined and does hereby find and declare as follows:

(a) An order authorizing $15,000,000 General Obligation Refunding Bonds was adopted by the City Council of the City on October 21, 2013, which order has taken effect.

(b) None of said bonds have been issued, no notes have been issued in anticipation of the receipt of the proceeds of the sale of said bonds and it is necessary to issue not to exceed $15,000,000 of said bonds at this time.

(c) The shortest period of time in which the outstanding General Obligation Refunding Bonds, Series 2005, dated October 1, 2005, of the City to be refunded by said bonds can be finally paid without making it unduly burdensome on the taxpayers of the City as determined by the Commission is a period which expires on March 1, 2019.

Section 2. Pursuant to said order there shall be issued a bond in the aggregate principal amount not to exceed $15,000,000 designated "City of High Point, North Carolina Taxable General Obligation Refunding Bond, Series 2013" (the "Bond") and dated the date of delivery thereof. The exact amount of the Bond to be issued shall be determined by the City at the time the Bond is sold pursuant to the Bond Purchase Agreement (hereinafter defined) as provided in

Section 8 hereof and shall be an amount sufficient, together with any other available funds of the City, to (a) refund the Refunded Bonds (hereinafter defined) and (b) pay certain fees and expenses incurred in connection with the sale and issuance of the Bond. Subject to the provisions of this resolution, the Bond shall (a) mature in annual principal installments on March 1 in such years and in such amounts with a final maturity not to exceed March 1, 2019 and (b) bear interest on the outstanding principal amount (computed on the basis of a 360-day year consisting of twelve 30-day months) at a rate not to exceed 2.75% per annum, which interest shall be payable on each March 1 and September 1, beginning March 1, 2014, until payment of such principal sum, all as shall be set forth in the Bond Purchase Agreement.

The Bond shall bear interest from the interest payment date next preceding the date on which it is authenticated, unless it is (a) authenticated upon an interest payment date, in which event it shall bear interest from such interest payment date or (b) authenticated prior to the first interest payment date, in which event it shall bear interest from its date; provided, however, that if at the time of authentication interest is in default, such Bond shall bear interest from the date to which interest has been paid.

The principal of and interest on the Bond shall be payable in any coin or currency of the United States of America which is legal tender for the payment of public and private debts on the respective dates of payment thereof.

The definitive Bond shall be initially issued as one fully-registered bond, without coupons, numbered R-1 and shall be initially registered in the name of Wells Fargo Municipal Capital Strategies, LLC, as the initial purchaser of the Bond (the “Purchaser”).

Section 3. The Bond shall bear the manual or facsimile signatures of the Mayor and the City Clerk of the City and the official seal or a facsimile of the official seal of the City shall be impressed or imprinted, as the case may be, on the Bond.

The certificate of the Local Government Commission of North Carolina to be endorsed on the Bond shall bear the manual or facsimile signature of the Secretary of said Commission and the certificate of authentication of the Bond Registrar (hereinafter defined) to be endorsed on the Bond shall be executed as provided hereinafter.

In case any officer of the City or the Local Government Commission of North Carolina whose manual or facsimile signature shall appear on the Bond shall cease to be such officer before the delivery of the Bond, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if he had remained in office until such delivery, and the Bond may bear the manual or facsimile signatures of such persons as at the actual time of the execution of the Bond shall be the proper officers to sign the Bond although at the date of the Bond such persons may not have been such officers.

The Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under this resolution until it shall have been authenticated by the execution by the Bond Registrar of the certificate of authentication endorsed thereon.

The Bond and the endorsements thereon shall be in substantially the following form:

No. R-1 $_________

[THIS BOND MAY NOT BE TRANSFERRED EXCEPT IN ACCORDANCE WITH THE PROVISIONS SET FORTH HEREIN.]

United States of America
State of North Carolina

CITY OF HIGH POINT, NORTH CAROLINA
TAXABLE GENERAL OBLIGATION REFUNDING BOND
SERIES 2013

Final Maturity Date	Interest Rate
March 1, 2019	____%

The City of High Point, a municipal corporation in the State of North Carolina (the "City"), is justly indebted and for value received hereby promises to pay to

____

or registered assigns or legal representative the principal sum of ________________________ Dollars ($_________) in annual principal installments as set forth in Exhibit A attached hereto and made a part hereof (each, a "Principal Payment Date"), with a Final Maturity Date as specified above, and to pay interest from the date hereof on the unpaid portion of said principal sum until payment thereof (computed on the basis of a 360-day year consisting of twelve 30-day months) at the Interest Rate specified above, such interest being payable as set forth in Exhibit A attached hereto (each, an "Interest Payment Date").

This Bond shall bear interest from the Interest Payment Date next preceding the date on which it is authenticated, unless it is (a) authenticated upon an Interest Payment Date, in which event it shall bear interest from such Interest Payment Date or (b) authenticated prior to the first Interest Payment Date, in which event it shall bear interest from the date hereof; provided, however, that if at the time of authentication interest is in default, this Bond shall bear interest from the date to which interest has been paid.

The principal of and the interest on this Bond shall be payable in any coin or currency of the United States of America which is legal tender for the payment of public and private debts on the respective dates of payment thereof. Payment of the final installment of principal of this Bond shall be made only upon the presentation and surrender hereof at the office of the Financial Services Director of the City in High Point, North Carolina (the "Bond Registrar"). For the prompt payment of both the principal of and interest on this Bond as the same shall become due, the faith and credit of the City are hereby irrevocably pledged.

This Bond is being issued by the City for the purpose of providing funds, together with any other available funds, to refund a portion of the City's outstanding General Obligation Refunding Bonds, Series 2005, dated October 1, 2005, and paying certain fees and expenses relating to the sale and issuance of this Bond. This Bond is being issued under and pursuant to The Local Government Bond Act, as amended, Article 7, as amended, of Chapter 159 of the

General Statutes of North Carolina, an order adopted by the City Council of the City, which order has taken effect, and a resolution duly adopted by said City Council (the "Resolution").

The principal installments of this Bond are subject to redemption prior to their stated Principal Payment Dates, at the option of the City, from any moneys that may be made available for such purpose, either in whole or in part on any date, at a redemption price equal to 100% of the principal amount to be redeemed, plus the Breakage Fee (as defined in Exhibit B attached hereto), if any, plus accrued interest, if, any, thereon to the redemption date.

Notwithstanding the foregoing, the principal installments of this Bond are subject to redemption prior to their stated Principal Payment Dates, at the option of the City, in whole but not in part, on any date from December 2, 2014 to March 1, 2015, inclusive, at a redemption price equal to 100% of the principal amount of this Bond to be so redeemed, plus accrued interest, if any, thereon to the redemption date; provided that on such redemption date, the City has issued and sold to the registered owner of this Bond the Tax-Exempt Refunding Bond (as defined in the Resolution), and this Bond is redeemed from the proceeds of such sale as provided in the Forward Purchase Option Agreement (as defined in the Resolution).]

At least thirty (30) days but not more than sixty (60) days prior to the redemption date of any principal amount of this Bond to be redeemed, the Bond Registrar shall cause a notice of any such redemption to be mailed, first class, postage prepaid, to the registered owner of this Bond.

Any notice of redemption may state that the redemption to be effected is conditioned upon the receipt by the Bond Registrar on or prior to the redemption date of moneys sufficient to pay the principal of and interest on the principal installments of this Bond to be redeemed and that if such moneys are not so received, such notice shall be of no force or effect and such principal installments shall not be required to be redeemed. In the event that such notice contains such a condition and moneys sufficient to pay the principal of and interest on such principal installments of this Bond to be redeemed are not received by the Bond Registrar on or prior to the redemption date, the redemption shall not be made, and the Bond Registrar shall within a reasonable time thereafter give notice, in the manner in which the notice of redemption was given, that such moneys were not so received.

On the date designated for redemption, notice having been given as aforesaid, the portion of the principal installment of this Bond so called for redemption shall become due and payable at the redemption price provided for redemption of such principal installments on such date plus accrued interest to such date.

If less than all of the principal installments of this Bond are called for redemption, such redemption shall be made only in the principal amount of $250,000 or whole multiples of $5,000 in excess thereof. If less than all of the principal installments of this Bond are called for redemption, the principal installments of this Bond to be so redeemed shall be made pro rata among the outstanding principal installments of this Bond to the extent practicable (subject to rounding to multiples of $5,000).

The Bond Registrar shall keep at his office the books of the City for the registration of transfer of this Bond. The transfer of this Bond may be registered only upon such books and as otherwise provided in the Resolution upon the surrender hereof to the Bond Registrar, together with an assignment duly executed by the registered owner hereof or his attorney or legal representative in such form as shall be satisfactory to the Bond Registrar. Upon any such registration of transfer, the Bond Registrar shall deliver in exchange for this Bond a new Bond registered in the name of the transferee in an aggregate principal amount equal to the principal amount of this Bond, containing the same principal installments and bearing interest at the same rate. This Bond may not be exchanged for any denomination other than the outstanding principal amount thereof. Notwithstanding the foregoing, the Bond Registrar shall not register the transfer of this Bond to any person or entity other than (a) an affiliate of the registered owner, (b) a trust or custodial arrangement established by the registered owner or one of its affiliates, the owners of the beneficial interests in which are limited to qualified institutional buyers, as defined in Rule 144A promulgated under the Securities Act of 1933, as amended (the "1933 Act") or (c) to a qualified institutional buyer that is a commercial bank having a combined capital and surplus, determined as of the date of any transfer, of $5,000,000,000 or more that has executed and delivered to the City and the Local Government Commission of North Carolina an investor letter substantially in the form attached to the Bond Purchase Agreement (as defined in the Resolution).

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of North Carolina to happen, exist and be performed precedent to and in the issuance of this Bond have happened, exist and have been performed in regular and due form and time as so required; that provision has been made for the levy and collection of a direct annual tax upon all taxable property within the City sufficient to pay the principal of and the interest on this Bond as the same shall become due; and that the total indebtedness of the City, including this Bond, does not exceed any constitutional or statutory limitation thereon.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Resolution until this Bond shall have been authenticated by the execution by the Bond Registrar of the certificate of authentication endorsed hereon.

IN WITNESS WHEREOF, the City of High Point, North Carolina, by resolution duly adopted by its City Council, has caused this Bond to be signed by its Mayor and City Clerk and its official seal to be impressed hereon, all as of the ___ day of November, 2013.

____
Mayor

[SEAL]

____
City Clerk

CERTIFICATE OF LOCAL GOVERNMENT COMMISSION

The issuance of the within Bond has been approved under the provisions of The Local Government Bond Act of North Carolina.

____
Secretary, Local Government Commission

CERTIFICATE OF AUTHENTICATION

This Bond is the Bond of the series designated herein and issued under the provisions of the within-mentioned Resolution.

____
Financial Services Director,
as Bond Registrar

Date of authentication: __________________

ASSIGNMENT

FOR VALUE RECEIVED the undersigned registered owner thereof hereby sells, assigns and transfers unto ____
____
____

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints_______
____,

attorney to register the transfer of said bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: ___________________________

In the presence of:

____ ____

NOTICE: The signature must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or similar program.

The signature to this assignment must correspond with the name as it appears on the face of the within Bond in every particular, without alteration of enlargement or any change whatever.

EXHIBIT A

DEBT SERVICE SCHEDULE

Payment Date	Principal	Interest	Total	Remaining Principal Balance
March 1, 2014				
September 1, 2014				
March 1, 2015				
September 1, 2015				
March 1, 2016				
September 1, 2016				
March 1, 2017				
September 1, 2017				
March 1, 2018				
September 1, 2018				
March 1, 2019				

EXHIBIT B

BREAKAGE FEE CALCULATION

For purposes of redemption of the principal installments of the Bond pursuant to the provisions of the Bond and Section 4(a) of the Resolution, "Breakage Fee" shall mean and be calculated as follows:

1. Capitalized terms used in this Exhibit B and not otherwise defined herein have the meanings given such terms in the Resolution. In addition, the following capitalized terms as used in this Exhibit B shall have the following meanings:

"*Affected Principal Amount*" for an Affected Principal Period means the principal amount of the Bond reflected in the Schedule of Principal Amounts scheduled to be outstanding during that Affected Principal Period determined as of the Redemption Date by reference to the Schedule of Principal Amounts before giving effect to any Breakage Event.

"Affected Principal Period" means each period from and including the Scheduled Due Date, to but excluding the next Scheduled Due Date provided that the initial Affected Principal Period shall begin on the Redemption Date and the last Affected Principal Period shall end on the Final Maturity Date;

"Breakage Event" means any redemption of the principal installments of the Bond pursuant to Section 4(a) of the Resolution.

"Breakage Rate" means, for any Redemption Date, the fixed rate the Calculation Agent determines is representative of what swap dealers would be willing to pay to the Calculation Agent (or, if required to be cleared under the Commodity Exchange Act or a Commodity Futures Trading Commission rule or regulation promulgated thereunder, to a swap clearinghouse) as a

fixed rate payor on a semi-annual basis in return for receiving one-month LIBOR based payments monthly under interest rate swap transactions that would commence on such Redemption Date, and mature on, or as close as commercially practicable to, the Final Maturity Date.

"*Calculation Agent*" means Wells Fargo Bank, National Association or its affiliates or such other entity designated by the registered owner of the Bond.

"*Day Count Fraction*" means the basis on which interest is computed on the Bond, which is a 360-day year consisting of twelve 30-day months.

"Final Maturity Date" is March 1, 2019.

"*Redemption Date*" means the date of any redemption of the principal installments of the Bond pursuant to Section 4(a) of the Resolution.

"Reference Rate" means ____% per annum.

"*Scheduled Due Date*" means each date specified in Exhibit A to the Bond in the column labeled "Payment Date."

"*Schedule of Principal Amounts*" is the principal amount of the Bond outstanding on the date of delivery of the Bonds and on each Scheduled Due Date following payment of the principal amount of the Bond on that Date. The Schedule of Principal Amounts for each Scheduled Date is specified in Exhibit A to the Bond in the column labeled "Remaining Principal Balance."

2. In connection with any Breakage Event, a Breakage Fee shall be paid by the City if the Breakage Fee is a positive number. No Breakage Fee shall be payable for a Breakage Event if the Breakage Fee for such Breakage Event is a negative number. Breakage Fees shall be determined by the Calculation Agent on the business day immediately preceding any Redemption Date and shall be calculated as follows:

"*Breakage Fee*" for any Breakage Event shall be the difference of:

(a) the present values of a series of amounts computed for each Scheduled Due Date after the Redemption Date through the Final Maturity Date, each of which amounts is equal to the product of (i) the Affected Principal Amount for the Affected Principal Period, times (ii) the Reference Rate, times (ii) the Day Count Fraction for such Affected Principal Period,

minus

(b) the sum of the present values of a series of amounts computed for each Scheduled Due Date after the Redemption Date through the Final Maturity Date, each of which amounts is equal to the product of (i) the Affected Principal Amount for the Affected Principal Period, times (B) the Breakage Rate, times (C) the Day Count Fraction for such Affected Principal Period, Where the Calculation Agent computes such present values by discounting each such series of amounts described in clauses (a) and (b) above from their respective Scheduled Due Date to the Redemption Date using a series of discount factors corresponding to those Scheduled Due Dates as determined by the Calculation Agent from the swap yield curve that the Calculation Agent would use as of the Redemption Date in valuing a series of fixed rate interest rate swap payments similar to such series of amounts.

3. The Calculation Agent shall determine the Breakage Fee in good faith using such methodology as the Calculation Agent deems appropriate under the circumstances to the extent not inconsistent with the methodology set forth above, and the Calculation Agent's determination shall be conclusive and binding absent manifest error. The Calculation Agent shall provide the City with evidence in reasonable detail supporting the calculation of any Breakage Fee.

Section 4. (a) The principal installments of the Bond are subject to redemption prior to their stated Principal Payment Dates as set forth in the Bond, at the option of the City, from any moneys that may be made available for such purpose, either in whole or in part on any date, at a redemption price equal to 100% of the principal amount to be redeemed, plus the Breakage Fee (as defined in Exhibit B attached to the Bond), if any, plus accrued interest, if, any, thereon to the redemption date.

(b) Notwithstanding the provisions of subsection (a) of this Section, the principal installments of this Bond are subject to redemption prior to their stated Principal Payment Dates as set forth in the Bond, at the option of the City, in whole but not in part, on any date from December 2, 2014 to March 1, 2015, inclusive, at a redemption price equal to 100% of the principal amount of the Bond to be so redeemed, plus accrued interest, if any, thereon to the redemption date; provided that on such redemption date, the City has issued and sold to the registered owner of the Bond the Tax-Exempt Refunding Bond (hereinafter defined), and the Bond is redeemed from the proceeds of such sale as provided in the Forward Purchase Option Agreement (hereinafter defined), all as provided in Section 7 hereof.

(c) If less than all of the principal installments of the Bond are called for redemption, such redemption shall be made only in the principal amount of $250,000 or whole multiples of $5,000 in excess thereof. If less than all of the principal installments of the Bond are called for redemption, the principal installments of this Bond to be so redeemed shall be made pro rata among the outstanding principal installments of the Bond to the extent practicable (subject to rounding to multiples of $5,000).

(d) If the principal installments of the Bond are redeemed in part only, then on or after the redemption date, upon surrender of such Bond, a new Bond in principal amount equal to the unredeemed portion of such Bond and containing a new debt service schedule reflecting the principal installments so redeemed shall be issued to the registered owner of the Bond. In lieu of issuing a new Bond, the Bond Register may direct the registered owner of the Bond to evidence such redemption by appropriate notation on the Bond.

(e) At least thirty (30) days but not more than sixty (60) days prior to the redemption date of any principal amount of the Bond to be redeemed, the Bond Registrar shall cause a notice of any such redemption to be mailed, first class, postage prepaid, to the registered owner of the Bond. A copy of such notice shall also be given by first class mail, postage prepaid, to the Local Government Commission; provided, however, that failure to give such notice to the Local Government Commission or any defect therein shall not affect the sufficiency of the proceedings for redemption.

Each such notice shall set forth the designation and date of the Bond, the date fixed for redemption, the principal amount of the Bond to be redeemed, the redemption price to be paid, the address and phone number of the Bond Registrar and the date of the redemption notice. If the principal installments of the Bond are redeemed in part only, the notice of redemption shall state also that on or after the redemption date, upon surrender of such Bond, a new Bond in principal amount equal to the unredeemed portion of such Bond and reflecting a new principal installment schedule reflecting the principal installments so redeemed shall be issued to the registered owner of the Bond (or in lieu thereof an appropriate notation shall be appended to the Bond evidencing such redemption).

Any notice of redemption may state that the redemption to be effected is conditioned upon the receipt by the Bond Registrar on or prior to the redemption date of moneys sufficient to pay the principal of and interest on the principal installments of the Bond to be redeemed and that if such moneys are not so received, such notice shall be of no force or effect and such principal installments shall not be required to be redeemed. In the event that such notice contains such a condition and moneys sufficient to pay the principal of and interest on such principal installments of the Bond to be redeemed are not received by the Bond Registrar on or prior to the redemption date, the redemption shall not be made, and the Bond Registrar shall within a reasonable time thereafter give notice, in the manner in which the notice of redemption was given, that such moneys were not so received.

Section 5. The Bond Registrar shall keep at his or her office the books of the City for the registration of transfer of the Bond. The transfer of the Bond may be registered only upon such books and as otherwise provided in this resolution upon the surrender hereof to the Bond Registrar, together with an assignment duly executed by the registered owner thereof or his attorney or legal representative in such form as shall be satisfactory to the Bond Registrar. Upon any such registration of transfer, the Bond Registrar shall deliver in exchange for the Bond a new Bond registered in the name of the transferee in an aggregate principal amount equal to the principal amount of the Bond, containing the same principal installments and bearing interest at the same rate. The Bond may not be exchanged for any denomination other than the outstanding principal amount thereof. Notwithstanding the foregoing, the Bond Registrar shall not register the transfer of this Bond to any person or entity other than (a) an affiliate of the registered owner, (b) a trust or custodial arrangement established by the registered owner or one of its affiliates, the owners of the beneficial interests in which are limited to qualified institutional buyers, as defined in Rule 144A promulgated under the Securities Act of 1933, as amended (the "1933 Act") or (c) to a qualified institutional buyer that is a commercial bank having a combined capital and surplus, determined as of the date of any transfer, of $5,000,000,000 or more that has executed and delivered to the City and the Local Government Commission of North Carolina an investor letter substantially in the form attached to the Bond Purchase Agreement (as defined in the Resolution).

In all cases in which the transfer of the Bond shall be registered hereunder, the Bond Registrar shall authenticate and deliver at the earliest practicable time a new Bond in accordance with the provisions of this resolution. Any Bond surrendered in any such registration of transfer shall forthwith be canceled by the Bond Registrar. The City or the Bond Registrar may make a charge for shipping and out-of-pocket costs for every such registration of transfer of the Bond sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such registration of transfer, but no other charge shall be made by the City or the Bond Registrar for registering the transfer of the Bond under this resolution.

The person or entity in whose name the Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal or interest on the Bond shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Bond and interest thereon, to the extent of the sum or sums so paid.

The City shall appoint such registrars, transfer agents, depositaries or other agents as may be necessary for the registration and registration of transfer of the Bond within a reasonable time according to then current commercial standards and for the timely payment of principal and interest with respect to the Bond. The Financial Services Director of the City, or any person at any time acting in such capacity, is hereby appointed the registrar, transfer agent and paying agent for the Bond (collectively the "Bond Registrar"), subject to the right of the City Council of the City to appoint another Bond Registrar, and as such shall keep at his or her office in the City, the books of the City for the registration, registration of transfer and payment of the Bond as provided in this resolution.

Section 6. The proposal set forth in the Bond Purchase Agreement, to be dated as of the date of delivery thereof (the "Bond Purchase Agreement"), among the Local Government Commission of North Carolina, the City and the Purchaser, the form of which is presented at this meeting, providing for the purchase of the Bond by the Purchaser at a purchase price equal to 100% of the principal amount of the Bond, subject to the approval thereof by the Commission, is hereby approved. The Local Government Commission is hereby requested to sell and award the Bond to the Purchaser on behalf of the City, subject to the approval of the City, in accordance with the terms of the Bond Purchase Agreement. The Mayor, the City Manager and Financial Services Director of the City are each hereby individually designated to approve on behalf of the City the sale of the Bond to the Purchaser for such purchase price and upon such terms and conditions as the officer approving the sale shall determine, subject to the provisions of this resolution. The Mayor, the City Manager and the Financial Services Director of the City are each hereby individually authorized and directed in the name and on behalf of the City to execute and deliver the Bond Purchase Agreement in substantially the form presented at this meeting, together with such changes, additions and deletions as the officer executing and delivering the Bond Purchase Agreement, with the advice of counsel, may deem necessary and appropriate, such execution and delivery to be conclusive evidence of the approval and authorization in all respects of the form and content thereof.

Section 7. Pursuant to the terms and conditions set forth in the Forward Purchase Option Agreement, to be dated as of the date of delivery thereof (the "Forward Purchase Option

Agreement”), among the Local Government Commission of North Carolina, the City and the Purchaser, the form of which is presented at this meeting, the City shall have the right but not the obligation to issue to the Purchaser (or any subsequent owner of the Bond) a tax-exempt general obligation refunding bond in a principal amount equal to the outstanding principal amount of the Bond (the “Tax-Exempt Refunding Bond”) in a par for par exchange for the Bond on any date from December 2, 2014 to March 1, 2015, inclusive; provided that the interest rate on the Tax-Exempt Refunding Bond shall not exceed 2.50% per annum.

Subject to the provisions of this resolution, the Mayor, the City Manager and Financial Services Director of the City are each hereby individually authorized and directed in the name and on behalf of the City to execute and deliver the Forward Purchase Option Agreement in substantially the form presented at this meeting, together with such changes, additions and deletions as the officer executing and delivering the Forward Purchase Option Agreement, with the advice of counsel, may deem necessary and appropriate, such execution and delivery to be conclusive evidence of the approval and authorization in all respects of the form and content thereof.

Section 8. The City’s outstanding General Obligation Refunding Bonds, Series 2005, dated October 1, 2005, and maturing on March 1, 2016 to 2019, inclusive (the “Refunded Bonds”), are hereby irrevocably called for redemption on March 1, 2015, in accordance with the provisions of the Refunded Bonds, the resolution authorizing the issuance of the Refunded Bonds and this resolution. The Escrow Agent (hereinafter defined) is hereby directed to provide notice of such redemption at the time and in the manner set forth in the resolution authorizing the issuance of the Refunded Bonds and the Escrow Deposit Agreement (hereinafter defined).

Section 9. U.S. Bank National Association is hereby selected as the escrow agent (the “Escrow Agent”) in connection with the refunding of the Refunded Bonds, subject to the right of the City Council to appoint another Escrow Agent as provided in the Escrow Deposit Agreement, and as such shall perform its responsibilities as provided in the Escrow Deposit Agreement. The Escrow Deposit Agreement, to be dated as of November 1, 2013 (the “Escrow Deposit Agreement”), between the City and the Escrow Agent, in substantially the form presented at this meeting, and the creation of the Escrow Fund thereunder and the other arrangements to accomplish such refunding, is hereby approved, and the Mayor, the City Manager, the Financial Service Director are each hereby individually authorized and directed in the name and on behalf of the City to execute and deliver the Escrow Deposit Agreement in substantially the form presented at this meeting, together with such changes, additions and deletions as the officer executing and delivering the Escrow Deposit Agreement, with the advice of counsel, may deem necessary and appropriate, such execution and delivery to be conclusive evidence of the approval and authorization in all respects of the form and content thereof.

Section 10. The Mayor, the City Manager, the Financial Services Director and the City Clerk of the City are hereby authorized and directed to execute and deliver such closing and other documents necessary for the purpose of facilitating the sale and issuance of the Bond and the execution and delivery of the Forward Purchase Option Agreement in a manner consistent with the terms of this resolution. All actions heretofore taken by the Mayor, the City Manager, the Financial Services Director or the City Clerk of the City for the purpose of facilitating the sale and issuance of the Bond in a manner consistent with the terms of this resolution is hereby authorized, ratified and approved.

The officers of the City and the agents and employees of the City are hereby authorized and directed to do all acts and things required of them by the provisions of this resolution, the Bond, the Bond Purchase Agreement, the Forward Purchase Option Agreement and the Escrow Deposit Agreement for the full, punctual and complete performance of the terms, covenants, provisions and agreements of the same.

Section 11. This resolution shall take effect upon its passage, except that the provisions in Section 8 hereof calling the Refunded Bonds for redemption shall only become effective upon the issuance of the Bond.

Upon motion of Commissioner __________________, seconded by Commissioner ________________, the foregoing resolution entitled "RESOLUTION PROVIDING FOR THE SALE AND ISSUANCE OF A CITY OF HIGH POINT, NORTH CAROLINA TAXABLE GENERAL OBLIGATION REFUNDING BOND, SERIES 2013" was passed by the following vote:

Ayes:____

____

Noes:____

*   *   *   *   *   *

I, Lisa B. Vierling, City Clerk of the City of High Point, North Carolina, DO HEREBY CERTIFY that the foregoing is a true copy of so much of the proceedings of the City Council of said City at a regular meeting held on November 4, 2013, as relates in any way to the adoption of the foregoing resolution authorizing the sale and issuance a taxable general obligation refunding bond of said City and that said proceedings are recorded in the minutes of said City Council.

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

WITNESS my hand and the official seal of said City this 4th day of November, 2013.

____
City Clerk

[SEAL]

Information Technology Services

Steve Lingerfelt
DIRECTOR

NORTH CAROLINA'S INTERNATIONAL CITY™

Date: October 21, 2013

To: Jeff Moore
Director of Finance

From: Steve Lingerfelt
Director of Information Technology Services

Subject: Network Infrastructure Upgrade Purchase

The Department of ITS requests permission to purchase a network infrastructure upgrade consisting of Cisco Nexus Hardware and HP Flex 10 Ethernet Modules. This system will replace older infrastructure equipment that allows application software to access the City's SAN storage devices.

The City has experienced intermittent slow connection speeds among various applications which are the result of implementing multiple new application software systems over the past several years. Lawson Financial System, Learning Management System, Sum Total Payroll System, and Cayenta Utility Billing System have been implemented over the past several years with Laserfiche and Accela in the process of being implemented. The new hardware should provide greater throughput to network storage devices.

The system will be purchased through Slait Consulting using GSA contract GS-35F-4342D pricing and NWN Corporation using State Contract 204J pricing. The purchase price of the system is $313,094.28 and will be paid for with existing budgeted funds.

Cc: Tarinda Chappell
Purchasing Manager

City of High Point, P.O. 230, 211 South Hamilton Street, High Point, NC 27261 USA
Fax: 336.822.7000 TDD 336.883.8517

HIGH POINT
NORTH CAROLINA'S INTERNATIONAL CITY™

FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL

DEPARTMENT: Information Technology Services

COUNCIL AGENDA DATE: November 4, 2013

BID NO.: | CONTRACT NO.: GS-35F-4342D | DATE OPENED:

DESCRIPTION:

Network equipment needed to upgrade infrastructure. These items are being purchased from GSA Contract GS-35F-4342D, which is a cooperative purchasing entity that the City of High Point is authorized to use.

PURPOSE:

This equipment is needed to upgrade the network infrastructure to support multiple applications (Lawson, Learning Management, Cayenta, Laserfiche and Accela) implemented over the past several years.

COMMENTS:

This equipment must be purchased in conjunction with the equipment from NWN Corporation.

RECOMMEND AWARD TO: Slait Consulting

AMOUNT: $230,356.62

JUSTIFICATION:

Some city applications are experiencing slow response times.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
501244	533101			$230,356.62
TOTAL BUDGETED AMOUNT				$230,356.62

DEPARTMENT HEAD: Steve Lingerfelt
Digitally signed by Steve Lingerfelt
DN: cn=Steve Lingerfelt, o=City of High Point, ou=Information Technology, email=steve.lingerfelt@highpointnc.gov, c=US
Date: 2013.10.21 14:59:39 -04'00'

DATE: Oct 21, 2013

The Purchasing Division concurs with recommendation submitted by the Information Tech. **and recommends award to the lowest responsible, responsive bidder** Slait Consulting **in the amount of $** 230,356.62.

PURCHASING MANAGER: Tarinda Chappell
Digitally signed by Tarinda Chappell
DN: cn=Tarinda Chappell, o=City of High Point, ou=Purchasing, email=tarinda.chappell@highpoint.gov, c=US
Date: 2013.10.25 09:53:32 -04'00'

DATE: Oct 25, 2013

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: Jeffrey Moore 20130620-173418
Digitally signed by Jeffrey Moore 20130620-173418
DN: o=Bank of America, ou=Bank of America Client Certificate CA - G2, ou=companyName - High Point, City Of, ou=uniqueID - BANK OF AMERICA23312, cn=Jeffrey Moore 20130620-173418, email=jeff.moore@highpointnc.gov
Date: 2013.10.28 10:50:06 -04'00'

DATE: Oct 28, 2013

CITY MANAGER: Strib Boynton
Digitally signed by Strib Boynton
DN: cn=Strib Boynton, o=Administration, ou=City of High Point, email=cindy.smith@highpointnc.gov, c=US
Date: 2013.10.28 16:57:25 -04'00'

DATE: Oct 28, 2013

HIGH POINT

NORTH CAROLINA'S INTERNATIONAL CITY™

FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL

DEPARTMENT: Information Technology Services

COUNCIL AGENDA DATE: November 4, 2013

BID NO.: | CONTRACT NO.: SC 204J | DATE OPENED:

DESCRIPTION:

Network equipment needed to upgrade infrastructure. These items are being purchased from State Contract 204J.

PURPOSE:

This equipment is needed to upgrade the network infrastructure to support multiple applications (Lawson, Learning Management, Cayenta, Laserfiche and Accela) implemented over the past several years.

COMMENTS:

This equipment must be purchased with the networking equipment from Slait Consulting.

RECOMMEND AWARD TO: NWN Corporation | AMOUNT: $82,737.66

JUSTIFICATION:

Some city applications are experiencing slow response times.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
101241	533401			$53,424
501244	533101			$29,313.66
TOTAL BUDGETED AMOUNT				$82,737.66

DEPARTMENT HEAD: Steve Lingerfelt Digitally signed by Steve Lingerfelt DN: cn=Steve Lingerfelt, o=City of High Point, ou=Information Technology, email=steve.lingerfelt@highpointnc.gov, c=US Date: 2013.10.21 14:59:39 -04'00' | DATE: Oct 21, 2013

The Purchasing Division concurs with recommendation submitted by the Information Tech. **and recommends award to the lowest responsible, responsive bidder** NWN Corporation **in the amount of $** 82,737.66.

PURCHASING MANAGER: Tarinda Chappell Digitally signed by Tarinda Chappell DN: cn=Tarinda Chappell, o=City of High Point, ou=Purchasing, email=tarinda.chappell@highpoint.gov, c=US Date: 2013.10.25 09:50:30 -04'00' | DATE: Oct 25, 2013

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: Jeffrey Moore 20130620-173418 Digitally signed by Jeffrey Moore 20130620-173418 DN: o=Bank of America, ou=Bank of America Client Certificate CA - G2, ou=companyName - High Point, City Of, ou=uniqueID - BANK OF AMERICA23312, cn=Jeffrey Moore 20130620-173418, email=jeff.moore@highpointnc.gov Date: 2013.10.28 10:49:10 -04'00' | DATE: Oct 28, 2013

CITY MANAGER: Strib Boynton Digitally signed by Strib Boynton DN: cn=Strib Boynton, o=Administration, ou=City of High Point, email=cindy.smith@highpointnc.gov, c=US Date: 2013.10.28 16:56:49 -04'00' | DATE: Oct 28, 2013

COMPREHENSIVE PLANNING COMMITTEE
(COMMITTEE OF THE WHOLE)
OCTOBER 22, 2013 – 4:00 P.M.
CITY MANAGER'S CONFERENCE ROOM

MINUTES

PRESENT:
Committee Chair Smothers, Mayor Sims, Council Members Davis, Golden, Mendenhall, Moore, and Wagoner

ABSENT:
Council Member Douglas

STAFF PRESENT:
Strib Boynton, City Manager; Allen Oliver, Assistant City Manager; Randy McCaslin, Assistant City Manager; Jeron Hollis, Public Information; Jeff Moore, Director of Finance; Eric Olmedo, Budget Officer; Dawn Sparks, Deputy City Clerk

Capital Projects

Strib Boynton stated that some time ago Council had some discussion on the capital projects that that will be coming before Council that need to be discussed at today's meeting to give some direction to staff. There are water and sewer projects coming up this year are for $39.2 million and more in 2015-16. There is interest in two-thirds bonds with a list of $14.8 million and only $6.1 million available, as well as the MRF upgrades.

Council Member Mendenhall asked if Council gets the list of projects before anything is decided about which sidewalks they will be doing. Mr. Boynton stated that this list was put together some time ago. Council Member Mendenhall stated that she does not believe that some of the sidewalks on the list were high priority. Mr. Boynton stated that at some point they need Council to advise which sidewalks to do.

Council Member Smothers stated that she believes they should only do the sidewalks for Cedrow. Council Member Mendenhall stated that she does want to do some other needed sidewalks besides Cedrow.

Council Member Smothers stated that Council has done the refinancing, which will be about $27,000 in savings this year and over the next few years it will be about $500,000, and asked after this year how much of the savings will offset debt for issuing this amount in two thirds bonds. Jeff Moore advised they can run some numbers of savings and potential debt service. Council Member Davis asked what will it do to the tax rate if they issue this debt. Jeff Moore stated they have in their current debt service strength to pay that debt and any tax rate increase that is discussed at the budget will have nothing to do with debt service. Strib Boynton stated on the water and sewer bonds there will be a rate increase associated with those. The Davenport Company will meet with Council on November 18 to review that in detail. Council Member Smothers stated that the positive side was all of this improvement that will have taken place and the savings there will be in terms of operating costs.

Preferential two third bond projects are:

• Bank stabilization	$ 1,500,000	
• Sidewalks	1,000,000	
• Land Acquisition	1,000,000	
• Shadybrook	1,500,000	
• Greenway	3,200,000	($2,000,000 with grants)
• Westchester Park	5,000,000	
• Fire Training Center	750,000	
• Cedrow	865,000	
	$ 14,815,000	

Railroad Bank Stabilization – Chris Thompson is in conversations with the railroad to see if they can help cover some of the costs of the bank stabilization. The $1,500,000 is a best estimate of the total costs of the bank stabilization. The railroad's right of way goes right through some of the buildings along the bank which is compounding the problem.

Sidewalks – The need for sidewalks exceeds the dollars available to construct them.

Greenway – Allen Oliver is confident he can obtain some grants to keep the costs of the Greenway at $2,000,000.

Land Acquisition – The land acquisition is at the museum.

Fire Training Center – Council Member Davis stated the estimates at one time for the fire tower was about $500,000 and asked what the $250,000 in site improvements were for. Chief Tommy Reid advised that the site improvements cover testing before they put the foundation and they are required to do grading and infrastructure for the building. After consulting with inspections and not knowing what the condition of the soil is, the estimate they arrived at was $250,000 for site improvements.

Council Member Davis asked how often the City pays debt down so that they can issue two thirds bonds. Jeff Moore explained that they can do this basically every other year because the strategy to issuing two thirds bonds is not to issue any debt that year, then to issue the two thirds the next year.

Council Member Mendenhall stated that Public Safety Committee met and discussed sidewalks, and Council Member Douglas and Mendenhall were both not happy with the list that had been given out with the priorities. Mr. Boynton suggested that if Council wishes to do two thirds bonds they can allocate $1 million for sidewalks and none will be spent without Council approval of the priority list.

Council Member Smothers identified bank stabilization as a major need. Mr. Boynton stated that the bank stabilization is serious to keep the road surface from damage. Council Member Smothers suggested that they wording the order for the bank stabilization as “bank stabilization and adjacent improvements to help stabilize”. Mr. Boynton stated that they will get the wording so they have some flexibility in extenuating circumstances.

The following projects were identified as top priorities:

- Bank Stabilization
- Cedrow
- Fire Training Center
- Greenway

Council Member Smothers asked if a senior center would qualify for the bond package. Allen Oliver stated they could do a senior center at Moorehead very easily. Strib Boynton stated that they could set the last $1 million aside until they can get some more information on costs for a senior center. Council Member Mendenhall asked if there was time for Mr. Oliver to get estimates together for a senior center before they have to move forward with the bond process. Mr. Oliver stated that if they decided to do some improvements they would like to have a meeting with the seniors to see what their needs are.

Jeff Moore advised that the bonds are issued under umbrellas of authorization by the general statutes. Staff does not necessarily have to know if it is going to for a senior center or a greenway, but Council will need to approve the bond order under transportation, parks and recreation or public safety. The application to the LGC does need more specifics to approve the issuance of the bonds. Council Member Mendenhall asked if they follow the manager’s schedule, and the public hearing is in January would they need to know by then the costs for a senior center. Council Member Moore stated that the only real question he is hearing is a question of will it be sidewalks or senior center, which will need to be determined prior to the introduction of the bond order.

Council Member Davis stated that in the Parks & Recreation Commission the senior center was discussed last year at approximately $5 million. Mr. Oliver stated that by using the existing Moorehead Recreation Center it takes out the land acquisition and infrastructure costs. There was also discussion in the P&R Commission of a call center located in the existing senior center or retaining it for some other city use.

Strib Boynton stated that some Council Members have interest in Ignite High Point and there is a meeting next Monday at 4:00 o'clock with an update and they will also be making a presentation next Wednesday at noon at the Country Club.

Council Member Smothers suggested that Council indicated an interest in talking about a larger economic develop policy, and would like to have a program and time set aside for discussion on that topic. Mr. Boynton stated he would work with Council Member Smothers on getting some information together along with some dates.

ADJOURNMENT

The meeting adjourned at 5:30 p.m. on a motion duly made and seconded.

Respectfully Submitted,

Dawn J. Sparks, CMC
Deputy City Clerk

Council Member Smothers,
Committee Chair

Department of Electric Utilities

Administration Division

HIGH POINT

NORTH CAROLINA'S INTERNATIONAL CITY™

October 28, 2013

To: Randy McCaslin, Assistant City Manager

From: Garey Edwards, Electric Director

Subject: Bid No. 26-101513
Wire Bid

On October 15, 2013 the City received bid No. 26-101513 for 20,000 lf of 4-0 triplex underground cable and 20,000 lf of 750 MCM shielded copper underground cable. We received bids from five companies.

I recommend that we award to **Stuart C Irby Company**, for a total amount of **$352,980.00**. Stuart C Irby Company was the lowest responsive bidder that met the specifications. This wire will be used to replenish our warehouse stock. Sufficient funds have been allocated in the budget for the purchase of these items. Please do not hesitate to call me if you have any questions concerning this recommendation.

cc: file
Jeff Moore
Tarinda Chappell
Tracey Adams
Josh Williams
Sherry Smith

Attachments

City of High Point, P.O. 230, 816 E. Green Dr., High Point, NC 27261 USA
Phone 336.883.3485 Fax: 336.883.3478 TDD 336.883.8517

Reliable Public Power Provider

HIGH POINT
NORTH CAROLINA'S INTERNATIONAL CITY™

FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL

DEPARTMENT: ELECTRIC

COUNCIL AGENDA DATE:

BID NO.: 26-101513 CONTRACT NO.: DATE OPENED: 10-15-2013

DESCRIPTION:

WIRE

PURPOSE:

TO REPLENISH STOCK IN WAREHOUSE

COMMENTS:

I WOULD LIKE TO RECOMMEND THE BID BE AWARDED TO IRBY. THEY ARE THE LOWEST RESPONSIVE BIDDER MEETING SPECIFICATIONS AND REPRESENTS THE BEST OVERALL VALUE TO THE CITY OF HIGH POINT.

RECOMMEND AWARD TO: IRBY AMOUNT: $352,980.00

JUSTIFICATION:

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
631783	529182	631131022005	40202	$352,980.00
TOTAL BUDGETED AMOUNT				$352,980.00

DEPARTMENT HEAD: Sherry Smith
Digitally signed by Sherry Smith
DN: cn=Sherry Smith, o=City of High Point, ou=Electric Dept, email=sherry.smith@highpointnc.gov, c=US
Date: 2013.09.09 10:01:04 -04'00'
DATE: OCTOBER 16, 2013

The Purchasing Division concurs with recommendation submitted by the ELECTRIC DEPT **and recommends award to the lowest responsible, responsive bidder** IRBY **in the amount of $** 352,980.00.

PURCHASING MANAGER: Tarinda Chappell
Digitally signed by Tarinda Chappell
DN: cn=Tarinda Chappell, o=City of High Point, ou=Purchasing, email=tarinda.chappell@highpoint.gov, c=US
Date: 2013.10.28 14:04:37 -04'00'
DATE: Oct 28, 2013

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: Jeffrey Moore 20130620-173418
Digitally signed by Jeffrey Moore 20130620-173418
DN: o=Bank of America, ou=Bank of America Client Certificate CA - G2, ou=companyName - High Point, City Of, ou=uniqueID - BANK OF AMERICA23312, cn=Jeffrey Moore 20130620-173418, email=jeff.moore@highpointnc.gov
Date: 2013.10.28 14:33:52 -04'00'
DATE: Oct 28, 2013

CITY MANAGER: Strib Boynton
Digitally signed by Strib Boynton
DN: cn=Strib Boynton, o=Administration, ou=City of High Point, email=cindy.smith@highpointnc.gov, c=US
Date: 2013.10.28 16:57:53 -04'00'
DATE: Oct 28, 2013

BIDDERS LIST & TABULATION

* * AWARDED TO IRBY * *

FORMAL BID #26-101513 - WIRE #80, #113					
VENDOR NAME & ADDRESS	**ITEM #**	**QTY.**	**UNIT PRICE (UOM=FT)**	**TOTAL PRICE**	**DELIVERY A.R.O.**
HD SUPPLY 5031 UNICON DR. WAKE FOREST, NC 27587	80 113	20,000 20,000	**$1.216** **$16.793**	**$24,320.00** **$335,860.00**	**3-5 WKS.** **12 WKS.**
IRBY P.O. BOX 7457 ROCKY MOUNT, NC 27804	80 113	20,000 20,000	**$1.19** **$16.459**	**$23,800.00** **$329,180.00**	**STOCK** **8-10 WKS.**
LIFE SYSTEMS TECHNOLOGIES 175 W. WIEUEN RD. 208 ATLANTA, GA 30342	80 113	20,000 20,000	**$1.63** **-**	**$32,600.00** **NO QUOTE**	**18 DAYS**
SHEALY ELEC. WHOLESALERS P.O. BOX 8597 COLUMBIA, SC 29202	80 113	20,000 20,000	**-** **$19.94**	**NO QUOTE** **$398,800.00**	**30 DAYS**
WESCO (c/o CME WIRE) 3025 STONYBROOK DR. RALEIGH, NC 27604	80 113	20,000 20,000	**$1.235** **-**	**$24,700.00** **NO QUOTE**	**5 DAYS**

* Bids emailed October 1, 2013.

***COUNCIL DATE 11.4.13**

TERM EXPIRATIONS 2013

CITY OF HIGH POINT					
BOARDS & COMMISSIONS					
TERM EXPIRATIONS FOR 2013					
BOARD	**MEMBER**	**Ward**	**EXPIRATION**	**Eligible for reappt.**	**Appointment Responsibility**
ABC Board	David Wall		11/15/2013	no	Mayor w/CC approval
Board of Adjustment	VACANT (Alternate)				Mayor w/CC approval
Board of Adjustment	Harry Rowsey, Jr.		7/1/2013	yes	Mayor w/CC approval
Guilford County/City Ins. Adv. Comm.	Skip Queen		12/21/2013	yes	Mayor w/CC approval
Historic Preservation Commission	Steven Dudash		7/1/2013	yes	6/EWING
Historic Preservation Commission	Glenn Chavis		7/1/2013	yes	AL/SIMS
Housing Authority Board	Ed Squires		12/22/2013	yes	Mayor w/CC approval
Human Relations Commission	Milagros Amaro	At-Large Member	5/1/2012	no	Council- Golden (Liaison)
Library Board of Trustees	Forrest Littleton	2	10/31/2013	yes	2/DOUGLAS
Library Board of Trustees	Bruce Laney	AL	10/31/2013	no	AL/MOORE
Parks & Recreation Commission	VACANT	2	7/1/2013		2/DOUGLAS
Piedmont Triad Water Authority	John Bencini		9/30/2013	yes	Mayor w/CC approval
Piedmont Triad Water Authority	John W. Thomas, III		9/30/2013	yes	Mayor w/CC approval
Theatre Advisory Board	VACANT		6/1/2015		Liaison: MOORE (not ward specific)
Theatre Advisory Board	VACANT		6/1/2013		Liaison: MOORE (not ward specific)
Theatre Advisory Board	VACANT		6/1/2014		Liaison: MOORE (not ward specific)

HIGH POINT CITY COUNCIL
REGULAR MEETING
COUNCIL CHAMBERS, HIGH POINT MUNICIPAL BUILDING
OCTOBER 21, 2013 – 4:45/5:30 P.M.

ROLL CALL, PRAYER, AND PLEDGE OF ALLEGIANCE

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

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

Council Member Jason Ewing (Ward 6) was absent.

REGULAR MEETING ITEMS

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

130271 **Contract - Bid No. 10 - Relay Control Panels**

Approval of award of contract for Bid No. 10 for Relay Control Panels. Purchasing and the Electric Department recommends that contract be awarded to Keystone EMC in the amount of $411,301.00 which is the lowest responsive and responsible bidder meeting specifications.

Attachments: Bid No. 10 - Relay Control Panels

This matter was discussed during a Finance Committee meeting held at 3:00 p.m. prior to this meeting. The Committee recommended approval.

Approved Contract with Keystone EMC in the amount of $411,301.00 which is the lowest responsive and responsible bidder meeting specifications.

A motion was made by Mayor Pro Tem Moore, seconded by Council Member Mendenhall, that this Contract be approved. The motion PASSED by an 8-0 unanimous vote. [Council Member Ewing was absent]

130272 **Contract - Bid No. 12 - Generator Retrofit**

Approval of award of contract for Bid No. 12 to retrofit six (6) diesel generators. Purchasing and the Electric Department recommends that contract be awarded to Western Branch Diesel in the amount of $203,244.00 which is the lowest responsive and responsible bidder meeting specifications.

Attachments: Bid No. 12 - Generator Retrofit

This matter was discussed during a Finance Committee meeting held at 3:00 p.m. prior to this meeting. The Committee recommended this matter be approved.

Approved contract with Western Branch Diesel in the amount of $203,244.00 which is the lowest responsive and responsible bidder meeting specifications.

A motion was made by Mayor Pro Tem Moore, seconded by Council Member Mendenhall, that this Contract be approved. The motion PASSED by an 8-0 unanimous vote. [Council Member Ewing was absent]

130273 Contract - Bid No. 18 - 115 kV Circuit Breakers

Approval of award of contract for Bid No. 18 for the purchase of four (4) 115 kV Circuit Breakers. Purchasing and the Electric Department recommends that contract be awarded to Hitachi HVB in the amount of $212,649.71 which is the lowest responsible and responsible bidder meeting specifications.

Attachments: Bid No 18 - 115 kV Circuit Breakers

This matter was discussed during a Finance Committee meeting held at 3:00 p.m. prior to this meeting. The Committee recommended this matter be approved.

Approved contract with Hitachi HVB in the amount of $212,649.71 which is the lowest responsive and responsible bidder meeting specifications.

A motion was made by Mayor Pro Tem Moore, seconded by Council Member Mendenhall, that this Contract be approved. The motion PASSED by an 8-0 unanimous vote. [Council Member Ewing was absent]

130274 Contract - Bid No. 20- Circuit Breakers

Approval of award of contract for Bid No. 20 for the purchase of six (6) 15 kV Circuit Breakers. Purchasing and the Electric Department recommends that contract be awarded to ABB in the amount of $160,277.00 which is the lowest responsive and responsible bidder meeting specifications.

Attachments: Bid No. 20 - 15 kV Circuit Breakers

This matter was discussed during a Finance Committee meeting held at 3:00 p.m. prior to this meeting. The Committee recommended approval.

Approved contract with ABB in the amount of $160,277.00 which is the lowest responsive and responsible bidder meeting specifications.

A motion was made by Mayor Pro Tem Moore, seconded by Council Member Mendenhall, that this Contract be approved. The motion PASSED by an 8-0 unanimous vote. [Council Member Ewing was absent]

130275 Contract - Bid No. 17 -Oak Hollow Golf Course Building Improvements

Approval of contract awarding Bid No. 17 for Oak Hollow Golf Course Building Improvements (exterior stair replacement). Purchasing and the Parks and Recreation Department recommends that contract be awarded to Bar Construction Company in the amount of $92,100.00 which is the lowest responsive and responsible bidder meeting specifications.

Attachments: Bid No. 17 - Oak Hollow Golf Course Improvements

This matter was discussed during a Finance Committee meeting held at 3:00 p.m. prior to this meeting. The Committee recommended approval.

Approved contract with Bar Construction Company in the amount of

$92,100.00 which is the lowest responsive and responsible bidder meeting specifications.

A motion was made by Mayor Pro Tem Moore, seconded by Council Member Mendenhall, that this Contract be approved. The motion PASSED by an 8-0 unanimous vote. [Council Member Ewing was absent]

130277 Resolution - Signing Authority - City Manager - Home Buyer Assistance Program

Council is requested to adopt a Resolution designating the City Manager or his designee to execute documents in connection with the Home Buyer Assistance Program.

Attachments: Resolution - Signing Authority -Housing Assistance Program

This matter was discussed during a Finance Committee meeting held at 3:00 p.m. prior to this meeting. The Committee recommended adoption.

Adopted a Resolution designating the City Manager or his designee to execute documents in connection with the Home Buyer Assistance Program.

A motion was made by Mayor Pro Tem Moore, seconded by Council Member Mendenhall, that this Resolution be adopted. The motion PASSED by an 8-0 unanimous vote. [Council Member Ewing was absent]

Resolution No. 1337/13-60
Introduced 10/21/2013; Adopted 10/21/2013
Resolution Book Volume XVIII, Page 60

130278 Resolution and Bond Orders - General Obligation Refunding Bonds

Council is requested to adopt a resolution authorizing the filing of an application for general obligation refunding bonds not to exceed $15,000,000 with the Local Government Commission; and, to adopt an order authorizing $15,000,000 General Obligation Refunding Bonds.

Attachments: General Obligation Bonds - Resolution
Signed Bond documents

This matter was discussed during a Finance Committee meeting held at 3:00 p.m. prior to this meeting. The Committee recommended adoption.

Adopted Resolution authorizing the filing of an application for general obligation refunding bonds not to exceed $15,000,000 with the Local Government Commission; and adopted order authorizing $15,000,000 General Obligation Refunding Bonds.

A motion was made by Mayor Pro Tem Moore, seconded by Council Member Mendenhall, that this Resolution be adopted. The motion PASSED by an 8-0 unanimous vote. [Council Member Ewing was absent]

Resolution No. 1338/13-61
Introduced 10/21/2013; Adopted 10/21/2013
Resolution Book, Volume XVIII, Page 61

130287 Resolution - Authorizing Water and Sewer Improvements

Council is requested to authorize, approve and agree to the financing and construction of the water and sewer improvements estimated to be $5.0 million necessary to open and develop a new 350 plus acre corporate park located on the northeast corner of I-74 and NC 66.

Attachments: Water & Sewer Improvements - I-74 Corporate Park

Council Member Mendenhall moved to recuse Council Member Davis from voting on this matter due to a conflict of interest involving ownership of property in the area proposed for the improvements. Mayor Pro Tem Moore made a second to the motion which carried unanimously.

This matter was discussed during a Finance Committee meeting held at 3:00 p.m. prior to this meeting. The Committee recommended adoption.

Adopted Resolution authorizing, approving, and agreeing to the financing and construction of the water and sewer improvements estimated to be $5.0 million necessary to open and develop a new 350 plus acre corporate park located on the northeast corner of I-74 and NC 66.

A motion was made by Mayor Pro Tem Moore, seconded by Council Member Smothers, that this Resolution be adopted. The motion carried by the following 6-1 vote:

Aye(6): Mayor Sims, Mayor Pro Tem Moore, Council Member Golden, Council Member Mendenhall, Council Member Smothers, and Council Member Wagner

Nay(1): Council Member Douglas

Recused (1): Council Member Davis

Absent(1): Council Member Ewing

Resolution No. 1339/13-62
Introduced 10/21/2013; Adopted 10/21/2013
Resolution Book, Volume XVIII, Page 62

Pending Items

130230 Review of Health Insurance Coverage for City Council Members

At the request of Council Member Mendenhall, Council is being asked to review the current council-established policy regarding health insurance coverage and costs associated with the same.

Note: This matter was initially placed on the City Council's Agenda and heard on August 19, 2013. At that time, this matter was referred back to the Finance Committee for further discussion.

COMPREHENSIVE PLANNING COMMITTEE - *Council Member Smothers, Chair*

130279 Resolution of Intent - Annexation Case ANX13-04

Approval of a Resolution of Intent that establishes a public hearing date of Monday, November 18, 2013 at 5:30 p.m. to consider a voluntary non-contiguous annexation of approximately 1.54 acres, of the former Joe Drive right-of-way, lying approximately 1,750 feet north of Sandy Ridge Road.

Attachments: 02. ANX13-04 ROI

Adopted a Resolution of Intent establishing a public hearing date of Monday, November 18, 2013 at 5:30 p.m. to consider a voluntary non-contiguous annexation of approximately 1.54 acres of the former Joe Drive right-of-way, lying approximately 1,750 feet north of Sandy Ridge Road.

A motion was made by Council Member Smothers, seconded by Council Member Mendenhall, that this Resolution be adopted. The motion PASSED by an 8-0 unanimous vote. [Council Member Ewing was absent]

Resolution No. 1340/13-63
Introduced 10/21/2013; Adopted 10/21/2013
Resolution Book, Volume XVIII, Page 63

130280 Resolution of Intent - Street Abandonment Case 13-17

Approval of a Resolution of Intent that establishes a public hearing date of Monday, November 18, 2013 to consider a request by the Technical Review Committee to abandon the southern 245 feet of the Berkley Street right-of-way.

Attachments: 03. ROI SA13-17

Adopted Resolution of Intent establishing a public hearing date of Monday, November 18, 2013 at 5:30 p.m. to consider a request by the Technical Review Committee to abandon the southern 245 feet of the Berkley Street right-of-way.

A motion was made by Council Member Smothers, seconded by Mayor Pro Tem Moore, that this Resolution be adopted. The motion PASSED by an 8-0 unanimous vote. [Council Member Ewing was absent]

Resolution No. 1341/13-64
Introduced 10/21/2013; Adopted 10/21/2013
Resolution Book, Volume XVIII, Page 64

130281 **Resolution of Intent - Street Abandonment Case 13-18**

Approval of a Resolution of Intent that establishes a public hearing date of Monday, November 18, 2013 at 5:30 p.m. to consider a request by the Technical Review Committee to abandon the eastern 280 feet of Ogden Court, a partially improved right-of-way lying approximately 50 feet south of Market Center Drive and east of Ogden Street.

Attachments: 04. ROI SA13-18

Adopted Resolution of Intent establishing a public hearing date of Monday, November 18, 2013 at 5:30 p.m. to consider a request by the Technical Review Committee to abandon the eastern 280 feet of Ogden Court, a partially improved right-of-way lying approximately 50 feet south of Market Center Drive and east of Ogden Street.

A motion was made by Council Member Smothers, seconded by Mayor Pro Tem Moore, that this Resolution be adopted. The motion PASSED by an 8-0 unanimous vote.

Resolution No. 1342/13-65
Introduced 10/21/2013; Adopted 10/21/2013
Resolution Book, Volume XVIII, Page 65

130282 **Resolution of Intent - Street Abandonment Case 13-19**

Approval of a Resolution of Intent that establishes a public hearing date of Monday, November 18, 2013 at 5:30 p.m. to consider a request by High Point University to abandon all of Willoubar Terrace, an improved right-of-way lying approximately 490 feet east of N. Centennial Street, between Montlieu Avenue and Barbee Avenue.

Attachments: 05. ROI SA13-19

Adopted Resolution of Intent establishing a public hearing date of Monday, November 18, 2013 at 5:30 p.m. to consider a request by High Point University to abandon all of Willoubar Terrace, an improved right-of-way lying approximately 490 feet east of N. Centennial Street, between Montlieu Avenue and Barbee Avenue.

A motion was made by Council Member Smothers, seconded by Mayor Pro Tem Moore, that this Resolution be adopted. The motion PASSED by an 8-0 unanimous vote. [Council Member Ewing was absent]

Resolution No. 1343/13-66
Introduced 10/21/2013; Adopted 10/21/2013
Resolution Book, Volume XVIII, Page 66

130289 **Resolution of Intent - Street Abandonment Case 13-21 - High Point University**

Approval of a Resolution of Intent that establishes a public hearing date of Monday, November 18, 2013 at 5:30 p.m. to consider a request by High Point University to abandon that portion of W. College Drive, an improved right-of-way, lying between W. Lexington Avenue and Panther Drive (private street).

Attachments: 07. ROI SA13-21

Adopted a Resolution of Intent establishing a public hearing date of Monday, November 18, 2013 at 5:30 p.m. to consider a request by High Point University to abandon that portion of W. College Drive, an improved right-of-way, lying between W. Lexington Avenue and Panther Drive (private street).

A motion was made by Council Member Smothers, seconded by Mayor Pro Tem Moore, that this Resolution be adopted. The motion PASSED by an 8-0 unanimous vote. [Council Member Ewing was absent]

Resolution No. 1344/13-67
Introduced 10/21/2013; Adopted 10/21/2013
Resolution Book, Volume XVIII, Page 67

PUBLIC HEARINGS - 5:30 P.M.

COMPREHENSIVE PLANNING COMMITTEE - *Council Member Smothers, Chair*

130283 **City of High Point - Street Abandonment Case 13-14 -City of High Point**

A request by the Technical Review Committee to abandon an improved portion of the Davidson Avenue right-of-way, lying approximately 290 feet south of S. College Drive and east of Surrett Drive.

Attachments: 08. Staff Report SA13-14

The public hearing for this matter was held on Monday, October 21, 2013 at 5:30 p.m.

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

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

Adopted Resolution approving Street Abandonment Case 13-15, authorizing the abandonment of an improved portion of the Davidson Avenue right-of-way, lying approximately 290 feet south of S. College Drive and east of Surrett Drive.

A motion was made by Council Member Smothers, seconded by Council Member Wagner, that this Resolution be adopted. The motion PASSED by an 8-0 unanimous vote. [Council Member Ewing was absent]

Resolution No. 1345/13-68
Introduced 10/241/2013; Adopted 10/21/2013
Resolution Book, Volume XVIII, Page 68

130284 **City of High Point - Street Abandonment Case 13-15 - City of High Point**

A request by the Technical Review Committee to abandon an unimproved portion of the W. Springfield Road right-of-way lying west of Robbins Street.

Attachments: 09. Staff Report SA13-15

The public hearing for this matter was duly held on Monday, October 21, 2013 at 5:30 p.m.

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

Following the presentation of the staff report, Chairwoman Smothers asked if there was anyone present who would like to comment. There being no comments, the public hearing was closed.

Adopted Resolution approving Street Abandonment Case 13-15, authorizing the abandonment of an unimproved portion of the W. Springfield Road right-of-way lying west of Robbins Street.

A motion was made by Council Member Smothers, seconded by Council Member Wagner, that this Resolution be adopted. The motion PASSED by an 8-0 unanimous vote. [Council Member Ewing was absent]

Resolution No. 1346/13-69
Introduced 10/21/2013; Adopted 10/21/2013
Resolution Book, Volume XVIII, Page 69

BOARDS AND COMMISSIONS APPOINTMENTS AND VACANCY REPORT

130288 **Appointment - Boards and Commissions - Housing Authority Board**

Council is requested to confirm the appointment of Lisa Huff to the Housing Authority Board to fill the unexpired term of Taronza Berry who resigned. Appointment will be effective immediately and will expire December 22, 2018.

Attachments: HUFF Lisa 2013

Approved the appointment of Lisa Huff to the Housing Authority Board. Ms. Huff will be the Resident Commissioner and will fill the unexpired term of Taronza Berry, who resigned.

A motion was made by Council Member Mendenhall, seconded by Council Member Douglas, that this appointment be approved. The motion PASSED by an 8-0 unanimous vote. [Council Member Ewing was absent]

130286 Boards and Commissions - Vacancy Report

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

Attachments: Boards and Commissions Vacancy Report

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

APPROVAL OF THE MINUTES OF PREVIOUS MEETINGS

130285 Approval of the following Minutes

Special Meeting held Thursday, October 3rd @ 9:00 a.m.
Finance Committee meeting held Monday, October 7th @ 3:30 p.m.
High Point City Council Regular Meeting held October 7th @ 4:45/5:30 p.m.
Comprehensive Planning Committee meeting held Tuesday, October 8th @ 4:00 p.m.

Attachments: October 3, 2013 Special Meeting HPCC
October 7 2013 Finance Committee
October 7 2013 High Point City Council
October 8 2013 Comprehensive Planning Committee

Approved the preceding minutes as submitted.

A motion was made by Council Member Mendenhall, seconded by Council Member Douglas, that preceding minutes be approved as submitted. The motion PASSED by an 8-0 unanimous vote. [Council Member Ewing was absent]

CLOSED SESSION- ECONOMIC DEVELOPMENT & PERSONNEL

Upon motion duly made by Council Member Wagner and second by Council Member Douglas, At approximately 5:31 p.m., Council entered into Closed Session pursuant to N.C. General Statute 143-318.11(a)4 for the purpose of receiving information from staff regarding a potential economic development project and N.C. General Statute 143-318.11(a)6 for the purpose of discussion a personnel matter.

Upon reconvening into Open Session at approximately 6:06 p.m., motion was made by Council Member Smothers, seconded by Council Member Mendenhall to suspend the rules to place a Memorandum of Understanding between High Point University and the City of High Point on the agenda for consideration. This motion carried unanimously.

FINANCE COMMITTEE- *Chaired by Mayor Pro Tem Moore*

130290 **Memorandum of Understanding between High Point University and City of High Point**

Consideration of a Memorandum of Understanding (MOU) between High Point University and the City of High Point regarding an encroachment agreement and improvements.

Attachments: MOU between HPU and CHP (signed)

Council Member Smothers moved to suspend the rules so this matter could be added to the Agenda for consideration. Council Member Mendenhall made a second to the motion, which carried unanimously.

Approved the Memorandum of Understanding between High Point University and the City of High Point.

A motion was made by Council Member Smothers, seconded by Mayor Pro Tem Moore, that this Memorandum of Understanding between High Point University and the City of High Point be approved. The motion PASSED by an 8-0 unanimous vote. [Council Member Ewing was absent]

ADJOURNMENT

There being no further business to come before Council, the meeting adjourned at 6:09 p.m. upon motion duly made and seconded.

Respectfully Submitted,

____

Bernita Sims, Mayor

Attest:

____

Lisa B. Vierling, MMC
City Clerk

COMMUNITY DEVELOPMENT & HOUSING

Michael E. McNair
DIRECTOR OF COMMUNITY DEVELOPMENT & HOUSING

HIGH POINT
NORTH CAROLINA'S INTERNATIONAL CITY™

MEMORANDUM

DATE: **October 29, 2013**

TO: Randy McCaslin, Assistant City Manager

FROM: Michael E. McNair, Director

SUBJECT: Loan Commitment Letter to Unity Builders, Inc.

RE: Meredith Street Apartments

Pursuant to its agreement with Schwartz Properties to acquire Meredith Street Apartments, Unity Builders, Inc. (Unity Builders) has secured a construction loan commitment from First Citizens Bank. The loan commitment of $945,000.00 will be used towards the redevelopment of the apartments; acquisition and repairs are projected to total $1,350,000.00. In order to facilitate the project, staff proposes to provide a loan to Unity Builders to fill the gap and cover construction interest until permanent financing is secured. Staff projects that a loan in the amount of $460,000.00 will be sufficient to complete the project. The City's loan will be sourced from HOME program funds and secured by a second lien position on the property. Unity Builders is in process of securing a loan commitment for the permanent financing. The construction loan and the City's loan will not be released until a permanent lender has committed to the project. Any outstanding principal and accrued interest on the City's loan shall be repaid with proceeds from a permanent loan from a lender such as the North Carolina Community Development Initiative Capital, Inc. concurrent with the repayment of the first lien construction loan from First Citizens Bank. If the proceeds from the permanent loan are insufficient to repay the outstanding principal and accrued interest for this loan, Unity Builders will be required to repay the City's funds from project cash flow.

High Point has a great unmet need for safe, sanitary and decent affordable housing for its low to moderate income residents. This development will be an additional step by the City to help address this need. Staff requests that Council favorably consider approving the City's financial participation in the redevelopment Meredith Street Apartments and authorize the City Manager to execute the loan commitment letter and a mortgage agreement.

Enclosures:

Loan Commitment Letter from First Citizens Bank
Draft Loan Commitment Letter from the City of High Point
Aerial picture of Meredith Street Apartments
Renderings of Meredith Street Apartments at project completion

City of High Point, P.O. 230, 211 South Hamilton Street, High Point, NC 27261 USA
Office: 336.883.3676 Fax: 336.883.3355 TDD 336.883.8517

City of High Point

HIGH POINT
NORTH CAROLINA'S INTERNATIONAL CITY™

November 4, 2013

Terry Young
Executive Director
Unity Builders, Inc.
600 W. Ward Street
High Point, NC 27260

RE: Commitment Letter – Meredith Street Apartments

Dear Mr. Young:

On behalf of the City of High Point ("City"), I am pleased to offer the following loan commitment to Unity Builders, Inc. ("Borrower"). The terms and conditions of this commitment are as follows:

LOAN AMOUNT: A maximum of Four Hundred and Sixty Thousand and 00/100 Dollars ($460,000.00), consisting of $405,000 for property acquisition and an amount for anticipated construction interest expense not to exceed $55,000.

PURPOSE: Acquisition and rehabilitation of 39-unit apartment complex located on Meredith Street in High Point, N.C. Property description follows:

[Description on DOT]

SECURITY: This loan shall be evidenced by a Promissory Note and Security Agreement and shall be secured by Second Lien Deed of Trust on Property and Improvements located at 515 Meredith Street, Guilford County, High Point, NC.

INTEREST RATE: Interest shall accrue at Two (2%) Percent per annum.

REPAYMENT TERMS: All outstanding principal and accrued interest on this loan shall be repaid with proceeds from a permanent loan from a lender such as North Carolina Community Development Initiative Capital, Inc. concurrent with the repayment of the first lien construction loan from First Citizens Bank, or a similar lender. The City is not obligated to fund its loan until Borrower has received a Commitment Letter from a Lender for permanent financing in an amount satisfactory to the City. If the proceeds from the permanent loan are insufficient to repay the outstanding principal and accrued interest for the City's loan, then the City may at its option establish a payment plan wherein the Borrower shall use the following repayment formula (the "Repayment Formula"), with monthly payments commencing on the first day of the sixth month after the date of Certificate of Completion and continuing each month thereafter until all amounts due under the Note are paid in full. Borrower shall make monthly payments of principal and interest equal to the greater amount of (A) the amount of Borrower's Cash Flow before debt service **DIVIDED BY** 1.20 **MINUS** debt service of first lienholder; or (B) $3,250.00. Any accrued interest and principal remaining unpaid on this Note sixty (60) months after the date of Certificate of Completion shall be due and payable in full on such date.

GUARANTEE: N/A

MORTGAGE TITLE INSURANCE: Borrower shall obtain a standard ALTA mortgage title insurance policy in the total amount of the Loan, insured by a title insurance company licensed to do business in the State of North Carolina and satisfactory to the City and insuring the City's second lien position to the Property and the appurtenances thereto. Such policy of insurance shall contain no exceptions other than the one (1) prior deed of trust, restrictions which have been approved by the City and usual utility easements which do not interfere with the intended use of the Property. Such policy shall contain no exception for mechanics' and material men's liens, survey matters or other matters not acceptable to the City.

HAZARD AND LIABILITY INSURANCE: Fire and extended coverage and such other hazard or other insurance policies as the City may require shall be delivered to the City prior to Closing and maintained in force during the term of the Loan, with an acceptable mortgagee clause in the City's favor, in an amount at least equal to the replacement cost of Meredith Street Apartments together with evidence of payment of premiums due therefore.

DISBURSEMENT OF FUNDS: The disbursement of funds for the Loan will be contingent upon completion of the following:

A. Final Development and Construction Budget reviewed and approved by the City of High Point Community Development and Housing Department.
B. Final Project Schedule received and copy filed with the City of High Point Community Development and Housing Department.
C. Completed HUD Environmental Review and appropriate written HUD authorization for Release of Funds.

D. Copy of the Construction Contract received and filed with the City of High Point Community Development and Housing Department.

E. Copy of final approved site plan and specifications received and filed with the City of High Point.

F. Receipt of Loan Commitment Letter for Permanent Financing in a form and amount satisfactory to the City of High Point.

DOCUMENTATION REQUIREMENTS: Loan documents to be executed and delivered at closing shall include, but not limited to, Note and Deed of Trust on the real property. Borrower agrees to execute and deliver or cause others to execute and deliver to City such additional agreements and documents as City deems necessary.

ORIGINATION FEE: N/A

CLOSING COSTS: All costs associated with this closing are to be paid by Borrower.

RENT LIMITS: Gross rents must at all times remain below the maximum HOME Program Rent Limits established annually by the U. S. Department of Housing and Urban Development as required pursuant to 24 CFR 92, part 92.252. Additionally, Borrower agrees to enforce the period of affordability for the said project for a time not less than twenty years as required pursuant to 24 CFR 92.

SURVIVABILITY: The provisions of this Commitment and associated documents shall survive the Loan closing and shall be incorporated in the Loan documents so that a default by the Borrower of any such provision shall constitute a default under the Loan documents.

COMMITMENT, CLOSING & ASSIGNABILITY: This Commitment is open for your acceptance until the close of business, _______________, 2013; otherwise, this Commitment to lend shall be null and void.

Sincerely,

Strib Boynton
City Manager

To acknowledge your acceptance of this Commitment, please sign and return this letter to the City.

UNITY BUILDERS, INC.

____
Terry Young, Executive Director

____
Date

First Citizens Bank

4045 Mendenhall Oaks Parkway
High Point, NC 27265
www.firstcitizens.com

October 15, 2013

TERRY YOUNG
Unity Builders', Inc.
600 Ward St
High Point, NC 27260

Re: Loan Commitment

Dear Terry:

First-Citizens Bank & Trust Company is pleased to offer you this loan commitment. As used in this commitment, the terms "we," "our," and "us" refer to First-Citizens Bank & Trust Company, and the terms "you" and "your" refer to the borrower identified below. The term "loan" refers to the loan described in this commitment. Other terms are defined in this commitment. We will not be obligated to close and/or fund the loan unless all of the terms and conditions set out in this commitment are met.

The terms and conditions of this commitment are as follows:

BORROWER

Unity Builders', Inc.

LOAN SUMMARY

Loan Amount:	$945,000.00
Type of Loan:	Construction
Interest Rate:	Variable rate equal to 1.000 percentage points above *The Wall Street Journal* Prime Rate, but not more than 18.000% or less than 4.000%.
Repayment Terms:	Interest payable Monthly, with all unpaid principal and interest due at maturity
Loan Term:	Approximately 15 months
Commitment Fee:	$125.00
Origination Fee:	$4,600.00
Collateral:	The real property identified in the Collateral section of this commitment and a related assignment of rents, A first lien security interest in the personal property identified in the Collateral section of this commitment
Guarantor(s):	CITY OF HIGH POINT

LOAN DETAILS

LOAN PURPOSE

A&D of 515 Meredith St. High Point, NC 27260

LOAN AMOUNT

Subject to the limitations set forth below, you have been approved for a loan in the amount of $945,000.00. The limitations that will apply to the loan are as follows:

- The amount of the loan may not exceed the lesser of (a) the approved loan amount; (b) the sum of (i) 70.00% of the bona fide purchase price of the real property to be purchased with loan proceeds, plus (ii) 70.00% of the anticipated cost of construction (as approved by us in our discretion) of the improvements to be constructed with loan proceeds; or (c) 70.00% of the final appraised value (as approved by our appraisal reviewers in their discretion) of the improved real property.

PROMISSORY NOTE AND LOAN AGREEMENT

The loan will be evidenced by one or more promissory notes and one or more loan agreements appropriate for this type of loan transaction. You will be required to sign each promissory note and loan agreement.

INTEREST RATE

Interest will accrue on the outstanding principal balance of the loan at a variable interest rate that is 1.000 percentage points above the Prime Rate as published from time to time in the Money Rates table of *The Wall Street Journal* (the "Index Rate").

The initial interest rate will be based on the Index Rate as published on the last business day of the month preceding the month during which the closing occurs.

After the closing, the interest rate will be subject to change on a monthly basis, with changes becoming effective on the first day of each calendar month based on the Index Rate as published on the last business day of the preceding calendar month.

However, the interest rate will not exceed 18.000% (or the maximum rate permitted by applicable law, whichever is less), nor fall below 4.000%.

Interest will be computed on the basis of a 360-day year and the actual number of days the principal balance is outstanding. This interest calculation method results in a higher effective rate than the stated numeric rate.

LOAN TERM AND TERMS OF REPAYMENT

Unless paid earlier, all unpaid principal and accrued but unpaid interest will be due and payable in full at maturity. Prior to maturity, interest on the outstanding principal balance will be due and payable Monthly. The loan will have a term of approximately 15 months. When we prepare the loan documents, we will determine when payments are due and the date the loan will mature.

COMMITMENT FEE

The commitment fee shown in the "Loan Summary" section of this commitment is due at the time you accept this commitment. The fee is non-refundable, whether or not the loan is closed.

ORIGINATION FEE

At the closing of the loan, you will be required to pay the loan origination fee shown in the "Loan Summary" section of this commitment.

COLLATERAL

The loan will be secured by the following:

- A 1st lien on the real property located at or otherwise described as: 515 Meredith St. High Point, NC 27260. We will also require an assignment of rents for that property.

- A first lien Uniform Commercial Code security interest in all construction materials and all fixtures and equipment and other items and types of personal property now owned or hereafter acquired by Unity Builders', Inc., whether presently existing or arising in the future, intended for use, used, or useable in the construction, repair, renovation, operation, or maintenance of improvements constructed or to be constructed on the real property identified at the end of this paragraph, together with (i) all additions, attachments, accessories, and accessions thereto and replacements thereof, and (ii) all proceeds and products therefrom (including insurance proceeds). The real property is located at or otherwise described as: 515 Meredith St. High Point, NC 27260

GUARANTY

To further secure repayment of the loan, you have offered to us, and we have agreed to accept, the following guaranty(ies) of the loan:

- Unconditional continuing guaranty agreement(s) guaranteeing the prompt and punctual payment of all present and future obligations owed by Unity Builders', Inc. to us, properly signed by the following: CITY OF HIGH POINT.

MISCELLANEOUS

Additional Information and Requirements. While we intend to conform to our customary requirements for this type of loan, this commitment is not intended to include all of the requirements for the loan. We will provide you with schedules and/or other documentation advising you of additional information you will need to provide and other requirements you will need to satisfy before the loan may be closed. We reserve the right to require additional information, documentation, and the satisfaction of conditions we consider appropriate or required to consummate this loan transaction.

Customer Information. As a regulated financial institution, we are required to comply with numerous regulations as well as our internal policies. You agree to provide us with any and all information we may require in order for us to comply with the requirements of the Bank Secrecy Act, USA Patriot Act, and our Customer Identification Program. If we do not receive the information we need to comply with these Acts and this Program or any other information/documentation that we request, we are under no obligation to close or fund the loan.

Loan Documents. The closing of the loan is contingent upon the proper execution and delivery of all of the loan documents we believe are reasonably appropriate or required for this loan transaction. We will determine the form, terms, and conditions of the loan documents. The loan documents, when executed and delivered, will contain all agreements, conditions, and understandings between us concerning the loan. There will be no oral agreements or understandings between us that are not set forth in the loan documents. If any terms of the loan documents are inconsistent with those contained in this commitment, the loan documents will control.

Loan Closing Costs. You will be responsible for the payment of all costs and expenses we incur in connection with this loan transaction, regardless of whether the loan actually closes. These expenses will include, without limitation, our counsel's fees and expenses, mortgage verification fees, title search charges, title insurance, survey costs, appraisal costs, and recording fees and taxes.

Confidentiality. The terms of this commitment are confidential. Except with our prior written approval, you agree not to disclose the contents of this commitment to any other lender or to any person or entity not identified by name in this commitment. However, you may disclose the contents of this commitment to your attorneys and accountants (all of whom shall also not disclose the contents of this commitment).

Reservation of Rights. The approval of the loan and the amount of the loan are based at least in part on information we obtained or that was provided to us during the loan application process. We reserve the right to revoke or amend this commitment, adjust the actual amount of the loan, and/or refuse to fund the loan if (i) the value, condition, or ownership of any collateral is not as represented to us, (ii) there is a material change in the value or condition of any collateral, (iii) your financial condition or the financial condition of any guarantor as represented in the loan application process cannot be confirmed or proves to be inaccurate, untrue, misleading, or incomplete in any material respect. (iv) there is a material adverse change in your financial condition or the financial condition of any guarantor prior to closing, or (v) we learn of material facts that were not disclosed to us during the application process that would reasonably have affected our decision had we known them.

Requests and Approvals. Any right we have to request, approve, accept, determine, decide, reserve rights, or make any judgment on any matter relating to this commitment or the loan shall be in our sole discretion. We agree to exercise any such right in good faith, using commercially reasonable judgment.

Modification. No modification or amendment of any provision of this commitment will be effective unless in writing and signed by one or more of our officers authorized by us to execute the modification or amendment.

Sole Benefit. The rights and benefits set forth in this commitment are for the sole and exclusive benefit of the parties executing the same and may be relied upon only by them. No other person or persons shall have any right at any time to loan proceeds.

No Assignment. You may not assign this commitment without our written consent.

Headings. The headings to the sections and paragraphs of this commitment are for convenience only and are not a part of this commitment.

COMMITMENT EXPIRATION

This commitment will expire and be of no further force and effect unless within fifteen (15) days after the date of this commitment I receive your written acceptance as evidenced by your return of the original of this commitment signed by you where indicated below. If this commitment is so accepted, the loan must be closed within sixty (60) days after the date of this commitment. If the loan is not closed on or before that date, we will not be obligated to close or fund the loan.

We appreciate the opportunity to serve your borrowing needs and look forward to working with you in connection with this loan transaction.

Yours very truly,

FIRST-CITIZENS BANK & TRUST COMPANY

By: ______________________
Chris York
Vice President

ACCEPTANCE OF LOAN COMMITMENT

I/We accept the foregoing loan commitment.

Date: October 15, 2013

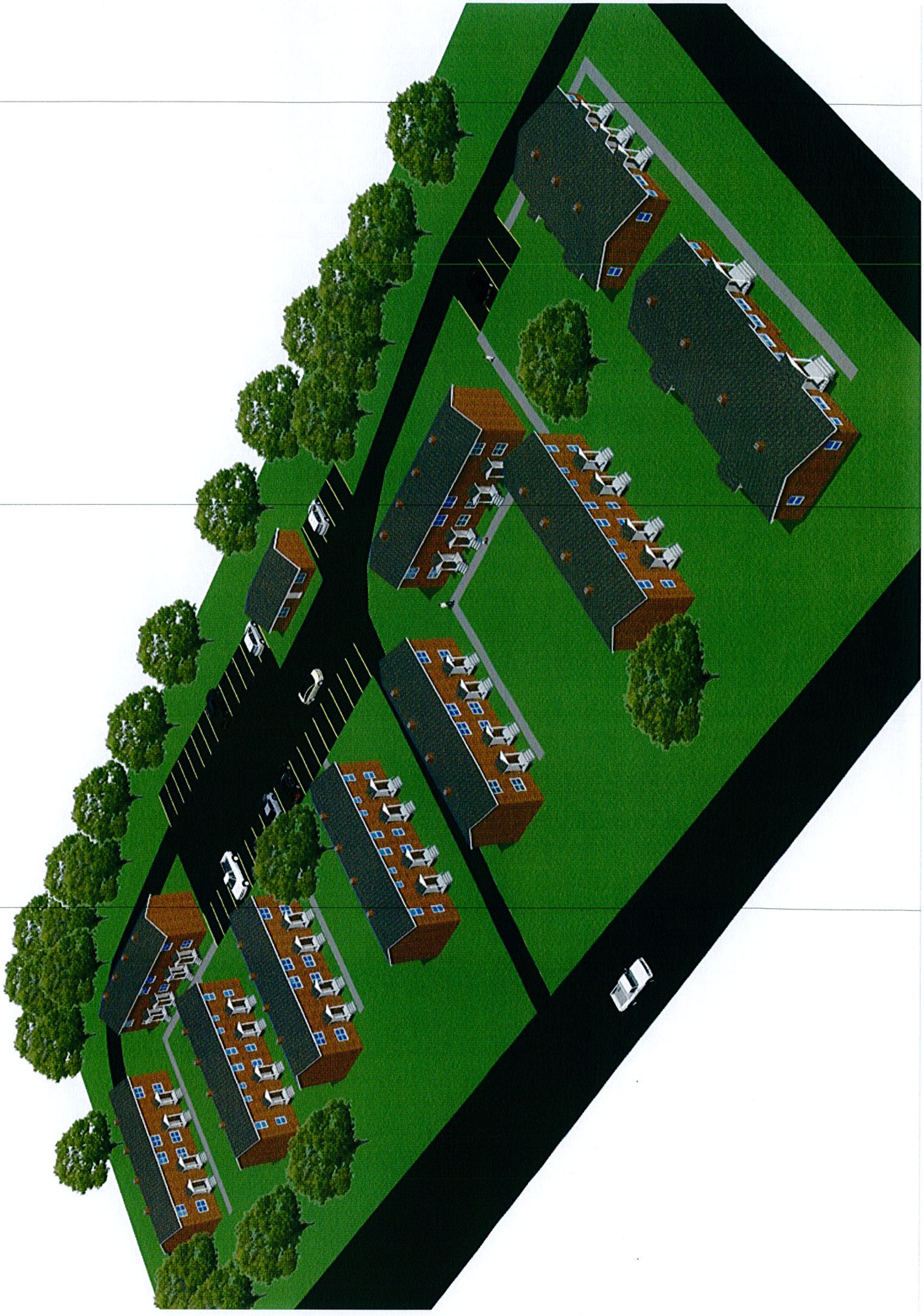
Unity Builders', Inc.

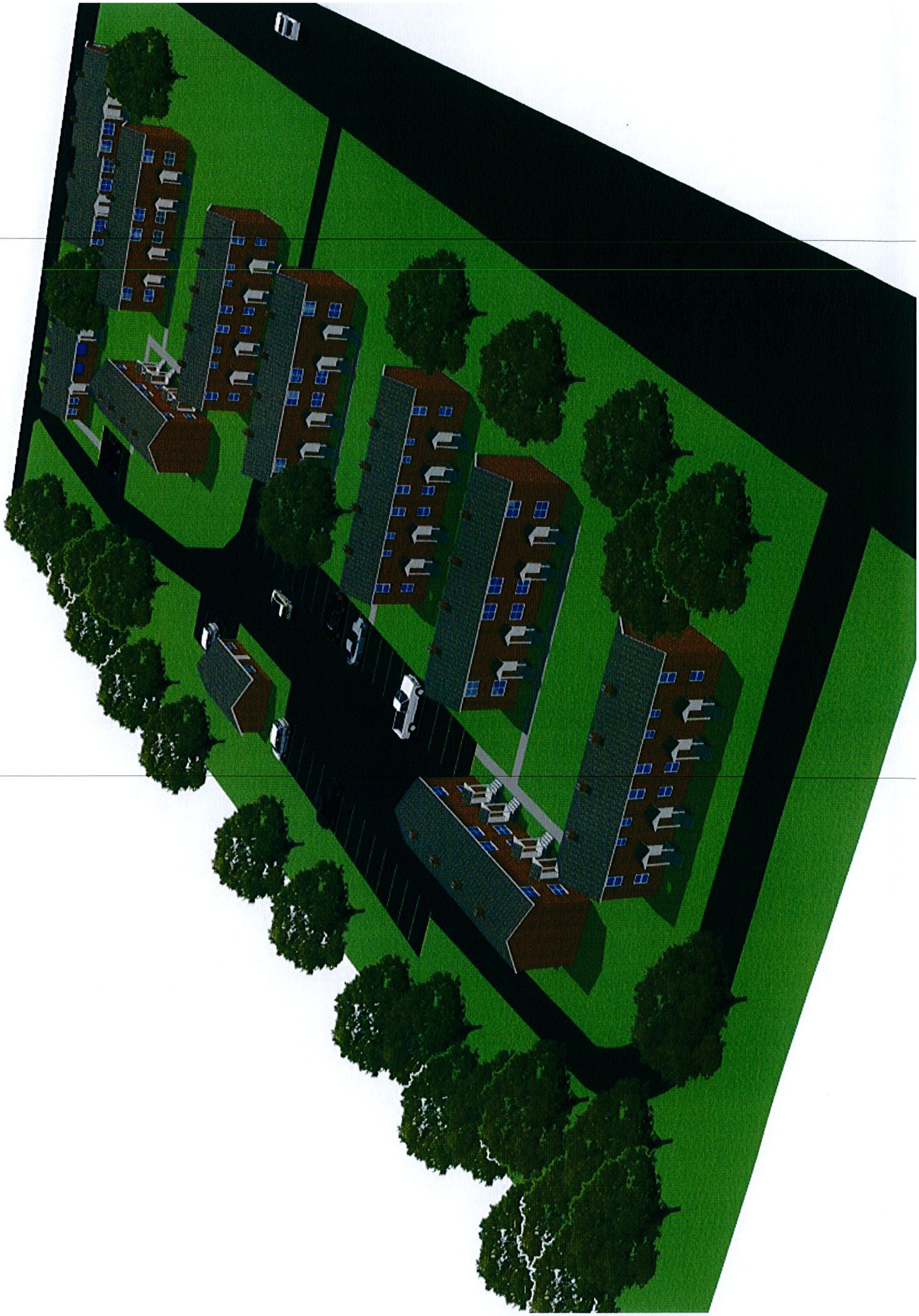
By: ______________________________

Print/Type Name: Terry Young

Title: President

515 Meredith St., Apartments
High Point, NC (39 units)





A regular meeting of the City Council of the City of High Point, North Carolina was held in the Council Chambers of the Municipal Building at 211 South Hamilton Street in High Point, North Carolina, the regular place of meeting, at 4:45 p.m. on November 4, 2013.

Present: Mayor Bernita Sims, presiding, and Council Members James Davis, Foster Douglas, Jason Ewing, Jeffrey Golden, Judith Mendenhall, Britt Moore, Rebecca Smothers, and Jay Wagner

Absent: None

Also present: City Manager, Strib Boynton, City Attorney, JoAnne Carlyle and City Clerk, Lisa Vierling

* * * * * *

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

RESOLUTION PROVIDING FOR THE SALE AND ISSUANCE OF A CITY OF HIGH POINT, NORTH CAROLINA TAXABLE GENERAL OBLIGATION REFUNDING BOND, SERIES 2013 AND PROVIDING FOR A SUBSEQUENT TAX-EXEMPT REFUNDING OF SUCH BOND

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

Section 1. The City Council has determined and does hereby find and declare as follows:

(a) An order authorizing $15,000,000 General Obligation Refunding Bonds was adopted by the City Council of the City on October 21, 2013, which order has taken effect.

(b) None of said bonds have been issued, no notes have been issued in anticipation of the receipt of the proceeds of the sale of said bonds and it is necessary to issue not to exceed $15,000,000 of said bonds at this time.

(c) The shortest period of time in which the outstanding General Obligation Refunding Bonds, Series 2005, dated October 1, 2005, of the City to be refunded by said bonds can be finally paid without making it unduly burdensome on the taxpayers of the City as determined by the Commission is a period which expires on March 1, 2019.

Section 2. Pursuant to said order there shall be issued a bond in the aggregate principal amount not to exceed $15,000,000 designated "City of High Point, North Carolina Taxable General Obligation Refunding Bond, Series 2013" (the "Bond") and dated the date of delivery thereof. The exact amount of the Bond to be issued shall be determined by the City at the time the Bond is sold pursuant to the Bond Purchase Agreement (hereinafter defined) as provided in Section 8 hereof and shall be an amount sufficient, together with any other available funds of the City, to (a) refund the Refunded Bonds (hereinafter defined) and (b) pay certain fees and expenses incurred in connection with the sale and issuance of the Bond. Subject to the provisions of this resolution, the Bond shall (a) mature in annual principal installments on March 1 in such years and in such amounts with a final maturity not to exceed March 1, 2019 and (b) bear interest on the outstanding principal amount (computed on the basis of a 360-day year consisting of twelve 30-day months) at a rate not to exceed 2.75% per annum, which interest shall be payable on each March 1 and September 1, beginning March 1, 2014, until payment of such principal sum, all as shall be set forth in the Bond Purchase Agreement.

The Bond shall bear interest from the interest payment date next preceding the date on which it is authenticated, unless it is (a) authenticated upon an interest payment date, in which event it shall bear interest from such interest payment date or (b) authenticated prior to the first interest payment date, in which event it shall bear interest from its date; provided, however, that if at the time of authentication interest is in default, such Bond shall bear interest from the date to which interest has been paid.

The principal of and interest on the Bond shall be payable in any coin or currency of the United States of America which is legal tender for the payment of public and private debts on the respective dates of payment thereof.

The definitive Bond shall be initially issued as one fully-registered bond, without coupons, numbered R-1 and shall be initially registered in the name of Wells Fargo Municipal Capital Strategies, LLC, as the initial purchaser of the Bond (the "Purchaser").

Section 3. The Bond shall bear the manual or facsimile signatures of the Mayor and the City Clerk of the City and the official seal or a facsimile of the official seal of the City shall be impressed or imprinted, as the case may be, on the Bond.

The certificate of the Local Government Commission of North Carolina to be endorsed on the Bond shall bear the manual or facsimile signature of the Secretary of said Commission and the certificate of authentication of the Bond Registrar (hereinafter defined) to be endorsed on the Bond shall be executed as provided hereinafter.

In case any officer of the City or the Local Government Commission of North Carolina whose manual or facsimile signature shall appear on the Bond shall cease to be such officer before the delivery of the Bond, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if he had remained in office until such delivery, and the Bond may bear the manual or facsimile signatures of such persons as at the actual time of the execution of the Bond shall be the proper officers to sign the Bond although at the date of the Bond such persons may not have been such officers.

The Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under this resolution until it shall have been authenticated by the execution by the Bond Registrar of the certificate of authentication endorsed thereon.

The Bond and the endorsements thereon shall be in substantially the following form:

No. R-1 $________

[THIS BOND MAY NOT BE TRANSFERRED EXCEPT IN ACCORDANCE WITH THE PROVISIONS SET FORTH HEREIN.]

United States of America
State of North Carolina

CITY OF HIGH POINT, NORTH CAROLINA
TAXABLE GENERAL OBLIGATION REFUNDING BOND
SERIES 2013

Final Maturity Date	Interest Rate
March 1, 2019	___%

The City of High Point, a municipal corporation in the State of North Carolina (the "City"), is justly indebted and for value received hereby promises to pay to

____

or registered assigns or legal representative the principal sum of ______________________ Dollars ($_________) in annual principal installments as set forth in Exhibit A attached hereto and made a part hereof (each, a "Principal Payment Date"), with a Final Maturity Date as specified above, and to pay interest from the date hereof on the unpaid portion of said principal sum until payment thereof (computed on the basis of a 360-day year consisting of twelve 30-day months) at the Interest Rate specified above, such interest being payable as set forth in Exhibit A attached hereto (each, an "Interest Payment Date").

This Bond shall bear interest from the Interest Payment Date next preceding the date on which it is authenticated, unless it is (a) authenticated upon an Interest Payment Date, in which event it shall bear interest from such Interest Payment Date or (b) authenticated prior to the first Interest Payment Date, in which event it shall bear interest from the date hereof; provided, however, that if at the time of authentication interest is in default, this Bond shall bear interest from the date to which interest has been paid.

The principal of and the interest on this Bond shall be payable in any coin or currency of the United States of America which is legal tender for the payment of public and private debts on the respective dates of payment thereof. Payment of the final installment of principal of this Bond shall be made only upon the presentation and surrender hereof at the office of the Financial Services Director of the City in High Point, North Carolina (the "Bond Registrar"). For the prompt payment of both the principal of and interest on this Bond as the same shall become due, the faith and credit of the City are hereby irrevocably pledged.

This Bond is being issued by the City for the purpose of providing funds, together with any other available funds, to refund a portion of the City's outstanding General Obligation Refunding Bonds, Series 2005, dated October 1, 2005, and paying certain fees and expenses relating to the sale and issuance of this Bond. This Bond is being issued under and pursuant to The Local Government Bond Act, as amended, Article 7, as amended, of Chapter 159 of the

General Statutes of North Carolina, an order adopted by the City Council of the City, which order has taken effect, and a resolution duly adopted by said City Council (the "Resolution").

The principal installments of this Bond are subject to redemption prior to their stated Principal Payment Dates, at the option of the City, from any moneys that may be made available for such purpose, either in whole or in part on any date, at a redemption price equal to 100% of the principal amount to be redeemed, plus the Breakage Fee (as defined in Exhibit B attached hereto), if any, plus accrued interest, if, any, thereon to the redemption date.

Notwithstanding the foregoing, the principal installments of this Bond are subject to redemption prior to their stated Principal Payment Dates, at the option of the City, in whole but not in part, on any date from December 2, 2014 to March 1, 2015, inclusive, at a redemption price equal to 100% of the principal amount of this Bond to be so redeemed, plus accrued interest, if any, thereon to the redemption date; provided that on such redemption date, the City has issued and sold the Tax-Exempt Refunding Bond (as defined in the Resolution), and this Bond is redeemed from the proceeds of such sale as provided in the Forward Purchase Option Agreement (as defined in the Resolution).]

At least thirty (30) days but not more than sixty (60) days prior to the redemption date of any principal amount of this Bond to be redeemed, the Bond Registrar shall cause a notice of any such redemption to be mailed, first class, postage prepaid, to the registered owner of this Bond.

Any notice of redemption may state that the redemption to be effected is conditioned upon the receipt by the Bond Registrar on or prior to the redemption date of moneys sufficient to pay the principal of and interest on the principal installments of this Bond to be redeemed and that if such moneys are not so received, such notice shall be of no force or effect and such principal installments shall not be required to be redeemed. In the event that such notice contains such a condition and moneys sufficient to pay the principal of and interest on such principal installments of this Bond to be redeemed are not received by the Bond Registrar on or prior to the redemption date, the redemption shall not be made, and the Bond Registrar shall within a reasonable time thereafter give notice, in the manner in which the notice of redemption was given, that such moneys were not so received.

On the date designated for redemption, notice having been given as aforesaid, the portion of the principal installment of this Bond so called for redemption shall become due and payable at the redemption price provided for redemption of such principal installments on such date plus accrued interest to such date.

If less than all of the principal installments of this Bond are called for redemption, such redemption shall be made only in the principal amount of $250,000 or whole multiples of $5,000 in excess thereof. If less than all of the principal installments of this Bond are called for redemption, the principal installments of this Bond to be so redeemed shall be made pro rata among the outstanding principal installments of this Bond to the extent practicable (subject to rounding to multiples of $5,000).

The Bond Registrar shall keep at his office the books of the City for the registration of transfer of this Bond. The transfer of this Bond may be registered only upon such books and as otherwise provided in the Resolution upon the surrender hereof to the Bond Registrar, together with an assignment duly executed by the registered owner hereof or his attorney or legal representative in such form as shall be satisfactory to the Bond Registrar. Upon any such registration of transfer, the Bond Registrar shall deliver in exchange for this Bond a new Bond registered in the name of the transferee in an aggregate principal amount equal to the principal amount of this Bond, containing the same principal installments and bearing interest at the same rate. This Bond may not be exchanged for any denomination other than the outstanding principal amount thereof. Notwithstanding the foregoing, the Bond Registrar shall not register the transfer of this Bond to any person or entity other than (a) an affiliate of the registered owner, (b) a trust or custodial arrangement established by the registered owner or one of its affiliates, the owners of the beneficial interests in which are limited to qualified institutional buyers, as defined in Rule 144A promulgated under the Securities Act of 1933, as amended (the "1933 Act") or (c) to a qualified institutional buyer that is a commercial bank having a combined capital and surplus, determined as of the date of any transfer, of $5,000,000,000 or more that has executed and delivered to the City and the Local Government Commission of North Carolina an investor letter substantially in the form attached to the Bond Purchase Agreement (as defined in the Resolution).

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of North Carolina to happen, exist and be performed precedent to and in the issuance of this Bond have happened, exist and have been performed in regular and due form and time as so required; that provision has been made for the levy and collection of a direct annual tax upon all taxable property within the City sufficient to pay the principal of and the interest on this Bond as the same shall become due; and that the total indebtedness of the City, including this Bond, does not exceed any constitutional or statutory limitation thereon.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Resolution until this Bond shall have been authenticated by the execution by the Bond Registrar of the certificate of authentication endorsed hereon.

IN WITNESS WHEREOF, the City of High Point, North Carolina, by resolution duly adopted by its City Council, has caused this Bond to be signed by its Mayor and City Clerk and its official seal to be impressed hereon, all as of the 4th day of November, 2013.

____
Bernita Sims, Mayor

[SEAL]

____
Lisa B. Vierling, City Clerk

CERTIFICATE OF LOCAL GOVERNMENT COMMISSION

The issuance of the within Bond has been approved under the provisions of The Local Government Bond Act of North Carolina.

____
Secretary, Local Government Commission

CERTIFICATE OF AUTHENTICATION

This Bond is the Bond of the series designated herein and issued under the provisions of the within-mentioned Resolution.

____
Financial Services Director,
as Bond Registrar

Date of authentication: ________________

ASSIGNMENT

FOR VALUE RECEIVED the undersigned registered owner thereof hereby sells, assigns and transfers unto ____

____

____

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints______

____,

attorney to register the transfer of said bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _________________________

In the presence of:

____________________________________ ____________________________________

NOTICE: The signature must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or similar program.

The signature to this assignment must correspond with the name as it appears on the face of the within Bond in every particular, without alteration of enlargement or any change whatever.

EXHIBIT A

DEBT SERVICE SCHEDULE

Payment Date	Principal	Interest	Total	Remaining Principal Balance
March 1, 2014				
September 1, 2014				
March 1, 2015				
September 1, 2015				
March 1, 2016				
September 1, 2016				
March 1, 2017				
September 1, 2017				
March 1, 2018				
September 1, 2018				
March 1, 2019				

EXHIBIT B

BREAKAGE FEE CALCULATION

For purposes of redemption of the principal installments of the Bond pursuant to the provisions of the Bond and Section 4(a) of the Resolution, "Breakage Fee" shall mean and be calculated as follows:

1. Capitalized terms used in this Exhibit B and not otherwise defined herein have the meanings given such terms in the Resolution. In addition, the following capitalized terms as used in this Exhibit B shall have the following meanings:

"*Affected Principal Amount*" for an Affected Principal Period means the principal amount of the Bond reflected in the Schedule of Principal Amounts scheduled to be outstanding during that Affected Principal Period determined as of the Redemption Date by reference to the Schedule of Principal Amounts before giving effect to any Breakage Event.

"*Affected Principal Period*" means each period from and including the Scheduled Due Date, to but excluding the next Scheduled Due Date provided that the initial Affected Principal Period shall begin on the Redemption Date and the last Affected Principal Period shall end on the Final Maturity Date;

"*Breakage Event*" means any redemption of the principal installments of the Bond pursuant to Section 4(a) of the Resolution.

"*Breakage Rate*" means, for any Redemption Date, the fixed rate the Calculation Agent determines is representative of what swap dealers would be willing to pay to the Calculation Agent (or, if required to be cleared under the Commodity Exchange Act or a Commodity Futures Trading Commission rule or regulation promulgated thereunder, to a swap clearinghouse) as a fixed rate payor on a semi-annual basis in return for receiving one-month LIBOR based payments monthly under interest rate swap transactions that would commence on such Redemption Date, and mature on, or as close as commercially practicable to, the Final Maturity Date.

"*Calculation Agent*" means Wells Fargo Bank, National Association or its affiliates or such other entity designated by the registered owner of the Bond.

"*Day Count Fraction*" means the basis on which interest is computed on the Bond, which is a 360-day year consisting of twelve 30-day months.

"*Final Maturity Date*" is March 1, 2019.

"*Redemption Date*" means the date of any redemption of the principal installments of the Bond pursuant to Section 4(a) of the Resolution.

"*Reference Rate*" means ____% per annum.

"*Scheduled Due Date*" means each date specified in Exhibit A to the Bond in the column labeled "Payment Date."

"*Schedule of Principal Amounts*" is the principal amount of the Bond outstanding on the date of delivery of the Bonds and on each Scheduled Due Date following payment of the principal amount of the Bond on that Date. The Schedule of Principal Amounts for each Scheduled Date is specified in Exhibit A to the Bond in the column labeled "Remaining Principal Balance."

2. In connection with any Breakage Event, a Breakage Fee shall be paid by the City if the Breakage Fee is a positive number. No Breakage Fee shall be payable for a Breakage Event if the Breakage Fee for such Breakage Event is a negative number. Breakage Fees shall be determined by the Calculation Agent on the business day immediately preceding any Redemption Date and shall be calculated as follows:

"*Breakage Fee*" for any Breakage Event shall be the difference of:

(a) the present values of a series of amounts computed for each Scheduled Due Date after the Redemption Date through the Final Maturity Date, each of which amounts is equal to the product of (i) the Affected Principal Amount for the Affected Principal Period, times (ii) the Reference Rate, times (ii) the Day Count Fraction for such Affected Principal Period,

minus

(b) the sum of the present values of a series of amounts computed for each Scheduled Due Date after the Redemption Date through the Final Maturity Date, each of which amounts is equal to the product of (i) the Affected Principal Amount for the Affected Principal Period, times (B) the Breakage Rate, times (C) the Day Count Fraction for such Affected Principal Period, Where the Calculation Agent computes such present values by discounting each such series of amounts described in clauses (a) and (b) above from their respective Scheduled Due Date to the Redemption Date using a series of discount factors corresponding to those Scheduled Due Dates as determined by the Calculation Agent from the swap yield curve that the Calculation Agent would use as of the Redemption Date in valuing a series of fixed rate interest rate swap payments similar to such series of amounts.

3. The Calculation Agent shall determine the Breakage Fee in good faith using such methodology as the Calculation Agent deems appropriate under the circumstances to the extent not inconsistent with the methodology set forth above, and the Calculation Agent's determination shall be conclusive and binding absent manifest error. The Calculation Agent shall provide the City with evidence in reasonable detail supporting the calculation of any Breakage Fee.

Section 4. (a) The principal installments of the Bond are subject to redemption prior to their stated Principal Payment Dates as set forth in the Bond, at the option of the City, from any moneys that may be made available for such purpose, either in whole or in part on any date, at a redemption price equal to 100% of the principal amount to be redeemed, plus the Breakage Fee (as defined in Exhibit B attached to the Bond), if any, plus accrued interest, if, any, thereon to the redemption date.

(b) Notwithstanding the provisions of subsection (a) of this Section, the principal installments of this Bond are subject to redemption prior to their stated Principal Payment Dates as set forth in the Bond, at the option of the City, in whole but not in part, on any date from December 2, 2014 to March 1, 2015, inclusive, at a redemption price equal to 100% of the principal amount of the Bond to be so redeemed, plus accrued interest, if any, thereon to the redemption date; provided that on such redemption date, the City has issued and sold the Tax-Exempt Refunding Bond (hereinafter defined), and the Bond is redeemed from the proceeds of such sale as provided in the Forward Purchase Option Agreement (hereinafter defined), all as provided in Section 7 hereof.

(c) If less than all of the principal installments of the Bond are called for redemption, such redemption shall be made only in the principal amount of $250,000 or whole multiples of $5,000 in excess thereof. If less than all of the principal installments of the Bond are called for redemption, the principal installments of this Bond to be so redeemed shall be made pro rata among the outstanding principal installments of the Bond to the extent practicable (subject to rounding to multiples of $5,000).

(d) If the principal installments of the Bond are redeemed in part only, then on or after the redemption date, upon surrender of such Bond, a new Bond in principal amount equal to the unredeemed portion of such Bond and containing a new debt service schedule reflecting the principal installments so redeemed shall be issued to the registered owner of the Bond. In lieu of issuing a new Bond, the Bond Register may direct the registered owner of the Bond to evidence such redemption by appropriate notation on the Bond.

(e) At least thirty (30) days but not more than sixty (60) days prior to the redemption date of any principal amount of the Bond to be redeemed, the Bond Registrar shall cause a notice of any such redemption to be mailed, first class, postage prepaid, to the registered owner of the Bond. A copy of such notice shall also be given by first class mail, postage prepaid, to the Local Government Commission; provided, however, that failure to give such notice to the Local Government Commission or any defect therein shall not affect the sufficiency of the proceedings for redemption.

Each such notice shall set forth the designation and date of the Bond, the date fixed for redemption, the principal amount of the Bond to be redeemed, the redemption price to be paid, the address and phone number of the Bond Registrar and the date of the redemption notice. If the principal installments of the Bond are redeemed in part only, the notice of redemption shall state also that on or after the redemption date, upon surrender of such Bond, a new Bond in principal amount equal to the unredeemed portion of such Bond and reflecting a new principal installment schedule reflecting the principal installments so redeemed shall be issued to the registered owner of the Bond (or in lieu thereof an appropriate notation shall be appended to the Bond evidencing such redemption).

Any notice of redemption may state that the redemption to be effected is conditioned upon the receipt by the Bond Registrar on or prior to the redemption date of moneys sufficient to pay the principal of and interest on the principal installments of the Bond to be redeemed and that if such moneys are not so received, such notice shall be of no force or effect and such principal installments shall not be required to be redeemed. In the event that such notice contains such a condition and moneys sufficient to pay the principal of and interest on such principal installments of the Bond to be redeemed are not received by the Bond Registrar on or prior to the redemption date, the redemption shall not be made, and the Bond Registrar shall within a reasonable time thereafter give notice, in the manner in which the notice of redemption was given, that such moneys were not so received.

Section 5. The Bond Registrar shall keep at his or her office the books of the City for the registration of transfer of the Bond. The transfer of the Bond may be registered only upon such books and as otherwise provided in this resolution upon the surrender hereof to the Bond Registrar, together with an assignment duly executed by the registered owner thereof or his attorney or legal representative in such form as shall be satisfactory to the Bond Registrar. Upon any such registration of transfer, the Bond Registrar shall deliver in exchange for the Bond a new Bond registered in the name of the transferee in an aggregate principal amount equal to the principal amount of the Bond, containing the same principal installments and bearing interest at the same rate. The Bond may not be exchanged for any denomination other than the outstanding principal amount thereof. Notwithstanding the foregoing, the Bond Registrar shall not register the transfer of this Bond to any person or entity other than (a) an affiliate of the registered owner, (b) a trust or custodial arrangement established by the registered owner or one of its affiliates, the owners of the beneficial interests in which are limited to qualified institutional buyers, as defined in Rule 144A promulgated under the Securities Act of 1933, as amended (the "1933 Act") or (c) to a qualified institutional buyer that is a commercial bank having a combined capital and surplus, determined as of the date of any transfer, of $5,000,000,000 or more that has executed and delivered to the City and the Local Government Commission of North Carolina an investor letter substantially in the form attached to the Bond Purchase Agreement (as defined in the Resolution).

In all cases in which the transfer of the Bond shall be registered hereunder, the Bond Registrar shall authenticate and deliver at the earliest practicable time a new Bond in accordance with the provisions of this resolution. Any Bond surrendered in any such registration of transfer shall forthwith be canceled by the Bond Registrar. The City or the Bond Registrar may make a charge for shipping and out-of-pocket costs for every such registration of transfer of the Bond sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such registration of transfer, but no other charge shall be made by the City or the Bond Registrar for registering the transfer of the Bond under this resolution.

The person or entity in whose name the Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal or interest on the Bond shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Bond and interest thereon, to the extent of the sum or sums so paid.

The City shall appoint such registrars, transfer agents, depositaries or other agents as may be necessary for the registration and registration of transfer of the Bond within a reasonable time according to then current commercial standards and for the timely payment of principal and interest with respect to the Bond. The Financial Services Director of the City, or any person at any time acting in such capacity, is hereby appointed the registrar, transfer agent and paying agent for the Bond (collectively the "Bond Registrar"), subject to the right of the City Council of the City to appoint another Bond Registrar, and as such shall keep at his or her office in the City, the books of the City for the registration, registration of transfer and payment of the Bond as provided in this resolution.

Section 6. The proposal set forth in the Bond Purchase Agreement, to be dated as of the date of delivery thereof (the "Bond Purchase Agreement"), among the Local Government Commission of North Carolina, the City and the Purchaser, the form of which is presented at this meeting, providing for the purchase of the Bond by the Purchaser at a purchase price equal to 100% of the principal amount of the Bond, subject to the approval thereof by the Commission, is hereby approved. The Local Government Commission is hereby requested to sell and award the Bond to the Purchaser on behalf of the City, subject to the approval of the City, in accordance with the terms of the Bond Purchase Agreement. The Mayor, the City Manager and Financial Services Director of the City are each hereby individually designated to approve on behalf of the City the sale of the Bond to the Purchaser for such purchase price and upon such terms and conditions as the officer approving the sale shall determine, subject to the provisions of this resolution. The Mayor, the City Manager and the Financial Services Director of the City are each hereby individually authorized and directed in the name and on behalf of the City to execute and deliver the Bond Purchase Agreement in substantially the form presented at this meeting, together with such changes, additions and deletions as the officer executing and delivering the Bond Purchase Agreement, with the advice of counsel, may deem necessary and appropriate, such execution and delivery to be conclusive evidence of the approval and authorization in all respects of the form and content thereof.

Section 7. Pursuant to the terms and conditions set forth in the Forward Purchase Option Agreement, to be dated as of the date of delivery thereof (the "Forward Purchase Option

Agreement"), among the Local Government Commission of North Carolina, the City and the Purchaser, the form of which is presented at this meeting, the City shall have the right but not the obligation to issue to the Purchaser (or any subsequent owner of the Bond) a tax-exempt general obligation refunding bond in a principal amount equal to the outstanding principal amount of the Bond (the "Tax-Exempt Refunding Bond") in a par for par exchange for the Bond on any date from December 2, 2014 to March 1, 2015, inclusive; provided that the interest rate on the Tax-Exempt Refunding Bond shall not exceed 2.50% per annum.

Subject to the provisions of this resolution, the Mayor, the City Manager and Financial Services Director of the City are each hereby individually authorized and directed in the name and on behalf of the City to execute and deliver the Forward Purchase Option Agreement in substantially the form presented at this meeting, together with such changes, additions and deletions as the officer executing and delivering the Forward Purchase Option Agreement, with the advice of counsel, may deem necessary and appropriate, such execution and delivery to be conclusive evidence of the approval and authorization in all respects of the form and content thereof.

Section 8. The City's outstanding General Obligation Refunding Bonds, Series 2005, dated October 1, 2005, and maturing on March 1, 2016 to 2019, inclusive (the "Refunded Bonds"), are hereby irrevocably called for redemption on March 1, 2015, in accordance with the provisions of the Refunded Bonds, the resolution authorizing the issuance of the Refunded Bonds and this resolution. The Escrow Agent (hereinafter defined) is hereby directed to provide notice of such redemption at the time and in the manner set forth in the resolution authorizing the issuance of the Refunded Bonds and the Escrow Deposit Agreement (hereinafter defined).

Section 9. U.S. Bank National Association is hereby selected as the escrow agent (the "Escrow Agent") in connection with the refunding of the Refunded Bonds, subject to the right of the City Council to appoint another Escrow Agent as provided in the Escrow Deposit Agreement, and as such shall perform its responsibilities as provided in the Escrow Deposit Agreement. The Escrow Deposit Agreement, to be dated as of November 1, 2013 (the "Escrow Deposit Agreement"), between the City and the Escrow Agent, in substantially the form presented at this meeting, and the creation of the Escrow Fund thereunder and the other arrangements to accomplish such refunding, is hereby approved, and the Mayor, the City Manager, the Financial Service Director are each hereby individually authorized and directed in the name and on behalf of the City to execute and deliver the Escrow Deposit Agreement in substantially the form presented at this meeting, together with such changes, additions and deletions as the officer executing and delivering the Escrow Deposit Agreement, with the advice of counsel, may deem necessary and appropriate, such execution and delivery to be conclusive evidence of the approval and authorization in all respects of the form and content thereof.

Section 10. The Mayor, the City Manager, the Financial Services Director and the City Clerk of the City are hereby authorized and directed to execute and deliver such closing and other documents necessary for the purpose of facilitating the sale and issuance of the Bond and the execution and delivery of the Forward Purchase Option Agreement in a manner consistent with the terms of this resolution. All actions heretofore taken by the Mayor, the City Manager, the Financial Services Director or the City Clerk of the City for the purpose of facilitating the sale and issuance of the Bond in a manner consistent with the terms of this resolution is hereby authorized, ratified and approved.

The officers of the City and the agents and employees of the City are hereby authorized and directed to do all acts and things required of them by the provisions of this resolution, the Bond, the Bond Purchase Agreement, the Forward Purchase Option Agreement and the Escrow Deposit Agreement for the full, punctual and complete performance of the terms, covenants, provisions and agreements of the same.

Section 11. This resolution shall take effect upon its passage, except that the provisions in Section 8 hereof calling the Refunded Bonds for redemption shall only become effective upon the issuance of the Bond.

Upon motion of Council Member Moore, seconded by Council Member Wagner, the foregoing resolution entitled "RESOLUTION PROVIDING FOR THE SALE AND ISSUANCE OF A CITY OF HIGH POINT, NORTH CAROLINA TAXABLE GENERAL OBLIGATION REFUNDING BOND, SERIES 2013" was passed by the following vote:

Ayes: Mayor Bernita Sims, presiding, and Council Members James Davis, Foster Douglas, Jason Ewing, Jeffrey Golden, Judith Mendenhall, Britt Moore, Rebecca Smothers, and Jay Wagner

Noes: None

* * * * * *

I, Lisa B. Vierling, City Clerk of the City of High Point, North Carolina, DO HEREBY CERTIFY that the foregoing is a true copy of so much of the proceedings of the City Council of said City at a regular meeting held on November 4, 2013, as relates in any way to the adoption of the foregoing resolution authorizing the sale and issuance a taxable general obligation refunding bond of said City and that said proceedings are recorded in the minutes of said City Council.

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

WITNESS my hand and the official seal of said City this 4th day of November, 2013.

Lisa B. Vierling

Lisa B. Vierling, City Clerk

City of High Point North Carolina

[SEAL]

WCSR 31306675v4

DEPARTMENT OF PLANNING AND DEVELOPMENT
INSPECTION SERVICES DIVISION
HOUSING ENFORCEMENT

ORDINANCE REQUEST: Ordinance to Demolish

PROPERTYADDRESS: 809 E. Farriss Av.

OWNER: Jesse David and Heather Spradley

FIRST INSPECTION:
4-12-2013

Summary of Major Violations:
1) leaking roof at the rear of the house
2) collapsed roof and interior floor systems at the rear of the house due to water damage and rot
3) heating system has been removed from the house
4) plumbing system has been removed from the house
5) majority of electrical wiring has been removed from the house
6) rotted exterior walls at the rear of the house
7) egress doors and windows are not operable

HEARING RESULTS:
5-7-2013

The owner did not appear for the hearing. During the hearing the following findings of fact were established. There are numerous violations of the Minimum Housing Code evidenced by the report of violations. The dwelling is currently uninhabitable due to the lack of plumbing, electrical, heating systems and the structural deficiencies to the rear of the dwelling. In its present state, necessary repairs to the dwelling exceed 50% of the current tax values. The Guilford County Tax value of the dwelling is $54,600. The repair estimate is $32,900.

ORDER(S) ISSUED: Order to Repair or Demolish compliance date of 8-7-2013
5-7-2013

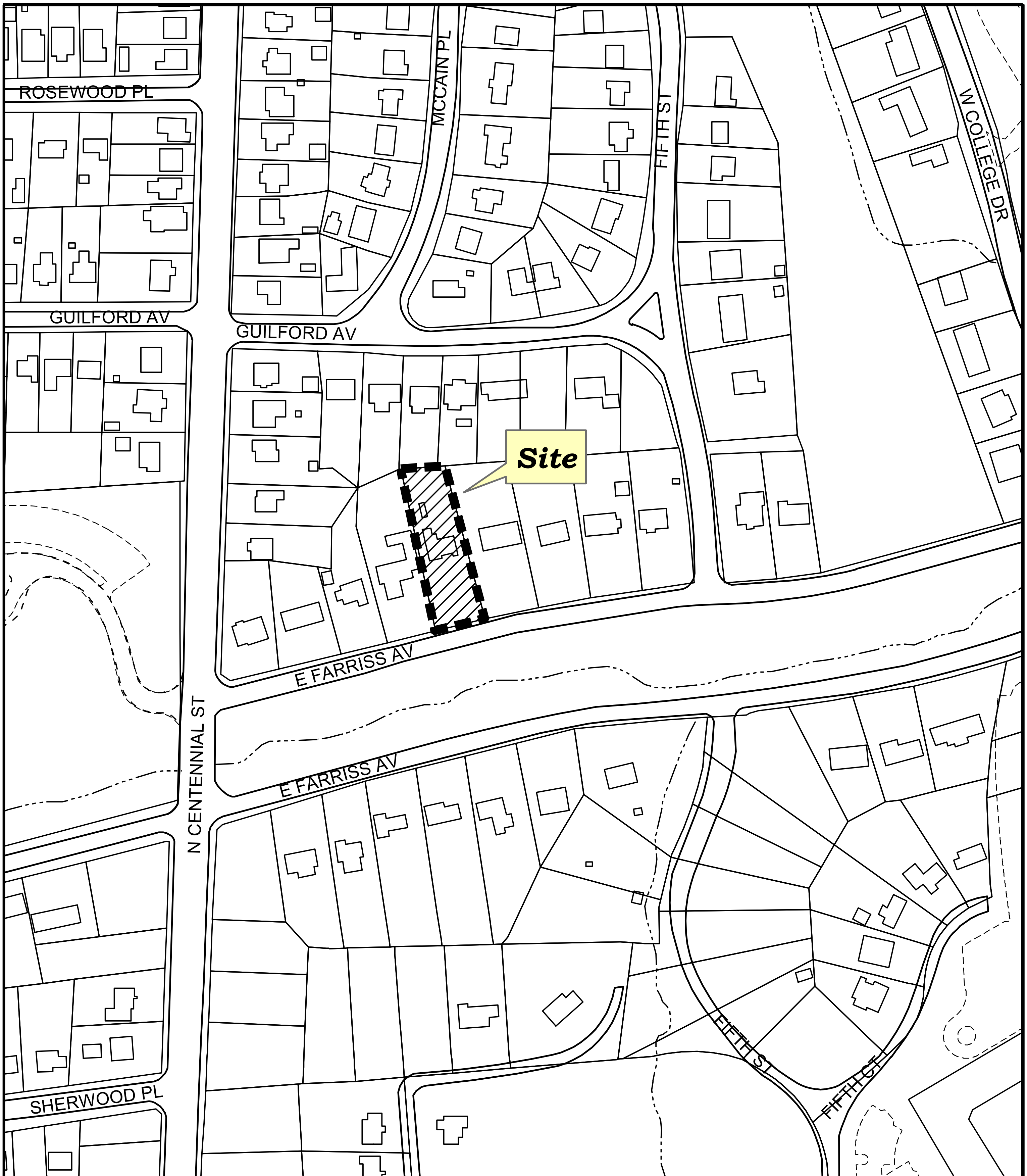
APPEALS: No appeals to date.

OWNER ACTIONS: There have been no permits issued and repairs have not started.

EXTENSIONS: None requested by owner.

CURRENT STATUS:
10-7-2013

The substandard conditions still exist. The property is in foreclosure and all parties of interest have been properly notified.



809 East Farriss Avenue

Ordinance to Demolish

Location of subject property

Planning and Development Department

City of High Point

Date: October 9, 2013

N

Scale: 1'=200'

y:/ba-pz/Inspections/
ord-demo.mxd

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

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

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

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

PROPERTY LOCATION	OWNER (S)
809 E Farriss Av High Point, NC	Jesse D and Heather Spradley 448 Langtree Rd Mooresville, NC 28117

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

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

Adopted by City Council,
This the 4th day of November, 2013

Lisa B. Vierling, City Clerk

809 E. Farriss Avenue

809 E. Farriss Avenue

809 E. Farriss Avenue