

City of High Point

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



Meeting Agenda

Monday, November 2, 2015

5:30 PM

Council Chambers

City Council

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

ROLL CALL, PRAYER, AND PLEDGE OF ALLEGIANCE**RECOGNITIONS AND PRESENTATIONS****PUBLIC COMMENT PERIOD**

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

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

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

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

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

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

150271 Public Comment Period

CONSENT AGENDA ITEMS**FINANCE COMMITTEE - Mayor Pro Tem Davis, Chair**

- [150336](#) Contract - Yates Construction Company - Highway 66 Sewer System Improvements
Council is requested to approve final change order (deduct) documents to the Yates Construction Company contract for the Highway 66 Sewer System Improvements.
- [150337](#) Construction Maintenance Agreement - Daveler Drive
Approval of a North Carolina Department of Transportation (NCDOT) Construction Maintenance Agreement for the resurfacing of Daveler Drive in the amount of \$4,212.83.
- [150338](#) Disaster Related Debris Recovery Agreement- NCDOT
Council is requested to approve a Special Agreement with the NC Department of Transportation (NCDOT) for Disaster Related Debris Recovery Agreement.
- [150339](#) Transit Bus Replacement Order
Council is requested to award contract to New Flyer Industries for the purchase of fourteen (14) busses in the amount of \$6,862,109.73 to replace the current fleet what have met their useful life.

- [150340](#) Purchase of Police Patrol Vehicles
Council is requested to approve the purchase of ten (10) new 2016 Dodge Charger marked patrol cars from Ilderton Dodge Chrysler in the amount of \$275,750.00. These new vehicles will be purchased using federally forfeited equitable sharing funds.
- [150341](#) Purchase of Electric Department Aerial Bucket Truck
Council is requested to approve the purchase of a 125' Aerial bucket truck from Scott Powerline & Utility Equipment in the amount of \$540,000.
- [150342](#) Budget Ordinance Amendment - Electrical Aerial Truck
Council is requested to adopt an ordinance amending the 2015-2016 Budget Ordinance to appropriate funds in the amount of \$540,000 to appropriate funds for an electric aerial truck replacement.
- [150343](#) Private Sale of Personal Property - VIP for VIP
Council is requested to adopt a resolution authorizing staff to proceed with the transfer of ownership of a 2001 Dodge truck and a 2008 Pace trailer to VIP for VIP (Vehicle Injury Prevention for a Very Important Person), a non-profit organization that teaches High School students the importance of being responsible drivers.
- [150344](#) Interlocal Agreements with the NC Wildlife Commission
Council is requested to authorize staff to execute interlocal agreements with the NC Wildlife Commission for the purpose of construction, upkeep and routine maintenance of fishing piers located at the Arnold J. Koonce, Jr. City Lake and the Oak Hollow Lake.
- [150345](#) Cigna Healthcare Contract Renewal
Council is requested to authorize the City Manager to execute a twelve (12) month contract with Cigna Healthcare for healthcare coverage for city employees. Contract will be effective January 1, 2016 - December 31, 2016.
- [150346](#) Budget Ordinance Amendment - Insurance Reserve Fund
Council is requested to adopt an ordinance amending the 2015-2016 Budget Ordinance for the Insurance Reserve Fund.
- [150347](#) FY 2015-2016 Furniture Market Funding Agreement
Council is requested to authorize the City Manager or his designee to execute all necessary agreements with the North Carolina Department of Transportation (NCDOT) for the Demonstration Grant for the International Home Furnishings Market.

REGULAR AGENDA ITEMS

FINANCE COMMITTEE - Mayor Pro Tem Davis, Chair

- [150348](#) Facade Grant Incentives Guidelines
Council is requested confirm the Facade Grant Incentives Guidelines.

Pending Items[150284](#)

Budget Ordinance Amendment- Little Red Schoolhouse
Adoption of a budget ordinance to appropriate funding in the amount of \$95,750 to relocate and stabilize the Little Red Schoolhouse to its final location on the High Point Museum Campus.

**COMMUNITY HOUSING & NEIGHBORHOOD DEVELOPMENT COMMITTEE -
Council Member Golden, Chair**[150349](#)

Modification to Homebuyer Assistance Program
Council is requested to approve modifications to the Homebuyer Assistance Program as approved by the NC Housing Finance Agency.

**PLANNING & DEVELOPMENT COMMITTEE - Council Member Wagner,
Chair**[150350](#)

Resolution of Intent - Annexation Case ANX15-08
Approval of a Resolution of Intent that establishes a public hearing date of Monday, November 16, 2015, at 5:30 p.m. to consider a voluntary non-contiguous annexation request. The proposed annexation site is approximately 114.79 acres, and lying along the south side of Boylston Road, approximately 1,300 feet west of Adkins Road. The property is addressed as 8809, 8813 & 8819-R1 Boylston Road, and is also known as Guilford County Tax Parcel 0169014, 0169013 and 0168988.

[150351](#)

WI High Point Landfill, LLC - Watershed Variance
A request by WI High Point Landfill, LLC for a major watershed variance to disturb an existing perennial and intermittent stream buffer as classified by the Department of Natural Resources Division of Water Quality. The buffer disturbance exceeds five percent (5%) of the stream; therefore, local and state (Environmental Management Commission) review is required. The site is located at 5830 Riverdale Road, which is lying along the west side of Riverdale Drive approximately 1/4 mile south of E. Kivett Drive. The site is also known as Guilford County Tax Parcel ID 0213048.

PUBLIC HEARINGS[150352](#)

Resolution - City of High Point - Street Abandonment Case 15-09
A request by the Technical Review Committee to abandon excess right-of-way from a former cul-de-sac, along the north and south side of Whitney Court.

[150353](#)

Resolution - City of High Point - Street Abandonment Case 15-10
A request by the Technical Review Committee to abandon an unimproved right-of-way (10-foot wide alley) lying at the western terminus of Sunview Avenue, and along the south side of Sunview Avenue

GENERAL BUSINESS AGENDA

- [150354](#) Resolution - Multifamily Housing Revenue Bonds - Park Terrace Apartments
Approval by the City of proposed issuance by the Housing Authority of the City of High Point of up to \$5,000,000 in Multifamily Housing Revenue Bonds (Park Terrace Apartments), Series 2015 as required by Internal Revenue Code.
- [150355](#) Federal Agenda 2015
Council is requested to approve the 2015 Federal Agenda proposed by The Ferguson Group.
- [150356](#) Appointment - Boards & Commissions - Historic Preservation Commission
Council Member Latimer Alexander is recommending the appointment of Benjamin Briggs to the Historic Preservation Commission as his At-large appointment. Appointment to be effective immediately and will expire July 1, 2016.
- [150357](#) Appointment/Reappointments - Boards & Commissions - Library Board of Trustees
Council Member Alyce Hill is recommending the appointment of Ann Lynch (Ward 3 appointment); Council Member Alexander is recommending the reappointment of Yvonne Matloza (Alexander At-large appointment) and Council Member Jeff Golden is recommending the reappointment of Yvonne Short (Ward 1) to the Library Board of Trustees.
- [150358](#) Appointment - Boards & Commission - Citizens Advisory Commission
Council is requested to confirm the appointment of Elizabeth Dennis to the Citizens Advisory Commission as Council Member Jim Davis' Ward 6 appointment. Appointment is effective immediately and will expire May 31, 2016.
- [150359](#) Appointment - Boards & Commissions - Theatre Advisory Board
Council Member Latimer Alexander is recommending the appointment of Clay Fielding to the Theatre Advisory Board as his At-large appointment. Appointment to be effective immediately and will expire June 1, 2018.
- [150360](#) Appointments - Boards & Commissions - Human Relations Commission
Council Member Cynthia Davis is recommending the appointment of Mehmet Cakel to the Human Relations Commission as her At-large appointment.
- [150361](#) Confirmation of Human Relations Commission Appointments
Council is requested to confirm the following appointment and terms to the Human Relations Commission:

One-Year Terms:

Mehmet Cakal - Chairman (C Davis At-Large)
Bobby Davis - Vice Chair (Alexander At-Large)
Fatih Oguz (J Davis Ward 5)

Two-Year Terms:
Jason Yates (Golden Ward 1)
Latishia Bahena (Williams Ward 2)
Jenn Brandt (Mayor At-Large)

Three-Year Terms
Lisa Duke (Ewing Ward 6)
David Rosen (Wagner Ward 4)
Ralph Rodland (Hill Ward 3)

[150362](#)

Change in Meeting Schedule
Council is requested to consider a change in the Regular Meeting schedule to cancel the Monday, December 21st, 2015 Regular Council meeting due to the holiday schedules.

[150363](#)

Approval of the Minutes of Previous City Council Meetings
Briefing Session; September 21st @ 3:30 p.m.
Finance Committee; September 30th @ 4:00 p.m.
Briefing Session; October 5th @ 4:00 p.m.
Regular Council Meeting; October 5th @ 5:30 p.m.
High Point City Council Special Meeting (Ethics Training); October 12th @ 9:00 a.m.
Community Housing & Neighborhood Development Committee; October 13th @ 10:00 a.m.

[150270](#)

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

ADJOURNMENT

CITY OF HIGH POINT

AGENDA ITEM



Title: Resolution of Intent for a Voluntary Non-Contiguous Annexation
Annexation Case 15-08 (Maxine Wallace Heirs and Bessie Idol Heirs)

From: Lee Burnette, Planning & Development
Director

Meeting Date: November 2, 2015

Public Hearing: No

Advertising Date: Not applicable

Advertised By:

Attachments: A. Resolution of Intent for Annexation Case 15-08
B. Map of property proposed to be annexed

PURPOSE:

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

BACKGROUND:

Resolution of Intent for Annexation Case 15-08 is enclosed.

BUDGET IMPACT:

There is no budget impact.

RECOMMENDATION / ACTION REQUESTED:

Staff requests City Council set a public hearing date of Monday, November 16, 2015, to hear this case.

PUBLISH ONCE: Friday, November 6, 2015

**RESOLUTION TO ESTABLISH A
PUBLIC HEARING DATE FOR
VOLUNTARY NON-CONTIGUOUS ANNEXATION
(Case # ANX15-08)**

WHEREAS, the City Council has been petitioned to annex the property of the Maxine Wallace Heirs and the Bessie Idol Heirs. The proposed annexation site is approximately 114.79 acres, and lying along the south side of Boylston Road, approximately 1,300 feet west of Adkins Road. The property is addressed as *8809, 8813 & 8819-R1 Boylston Road*, and is also known as Guilford County Tax Parcel 0169014, 0169013 and 0168988.

WHEREAS, the City Clerk is in receipt of said petition and has determined its sufficiency in accordance with G.S. 160A-58.2;

NOW, THEREFORE BE IT RESOLVED, THAT THE CITY COUNCIL establishes Monday, November 16, 2015, at 5:30 p.m., in the Council Chambers in the Municipal Building at 211 South Hamilton Street, High Point, North Carolina, as the date for the public hearing regarding the requested annexation.

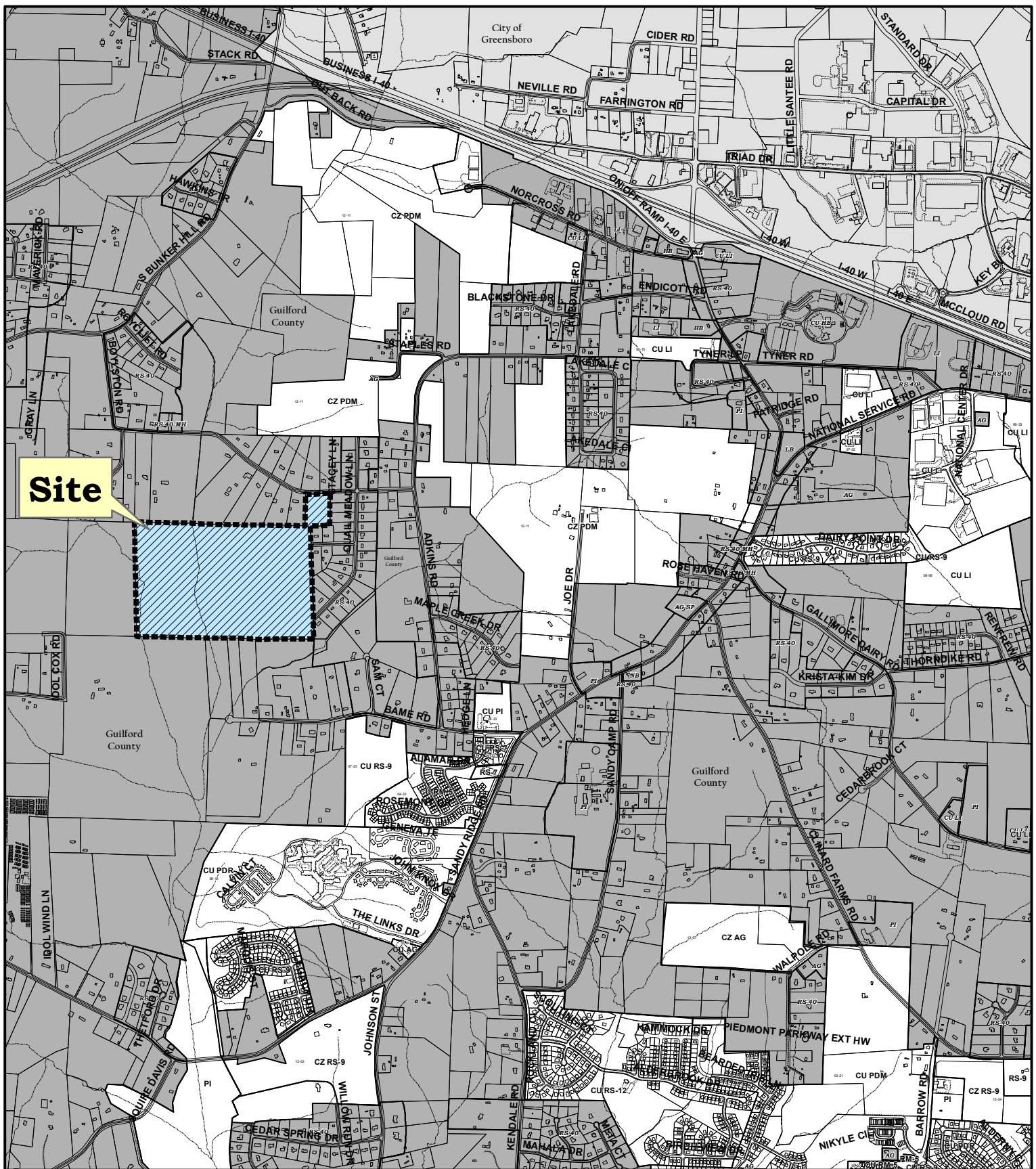
Any interested party will be permitted to be heard at the public hearing. The meeting facilities of the City of High Point are accessible to people with disabilities. If you need a special accommodation, call (336) 883-3298 or the TDD# (336) 883-8517.

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

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

By order of the City Council,
This the 2nd day of November, 2015.

Lisa B. Vierling, City Clerk



ANNEXATION REQUEST AN15-08

Applicant: Maxine Wallace Heirs and Bessie Idol
Area: 114.18 acres

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

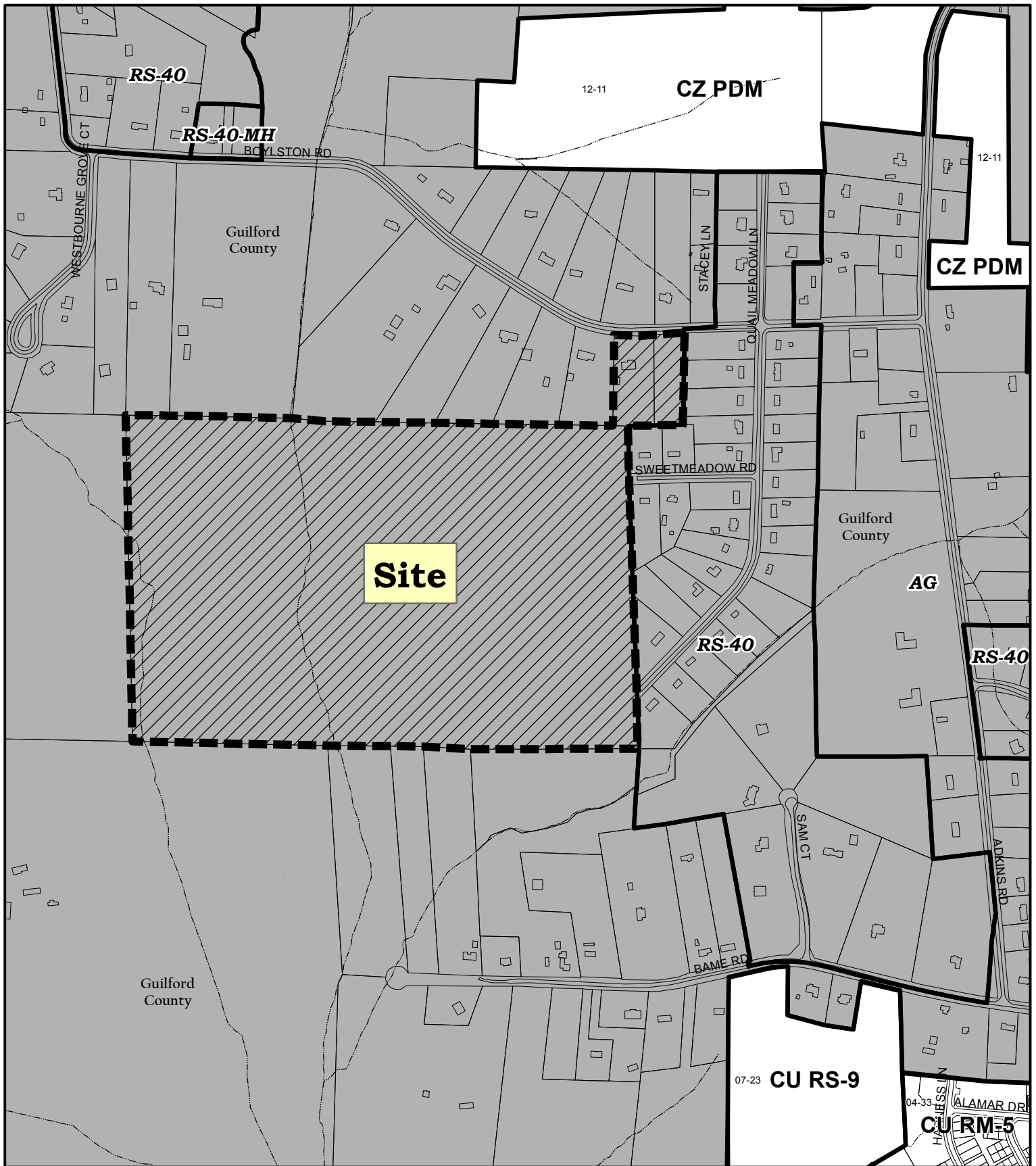
**Planning & Development
 Department**

City of High Point

Date: November 2, 2015



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ANNEXATION REQUEST AN15-08

Applicant: Maxine Wallace Heirs and Bessie Idol
Area: 114.18 acres

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

**Planning & Development
Department**

City of High Point

Date: November 2, 2015



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2015/pz/an15-08.mxd

STATE OF NORTH CAROLINA
COUNTY OF WAKE

TRANSIT DEVELOPMENT PROGRAM
NONCAPITAL
PUBLIC BODY GRANT AGREEMENT

NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

DOT PROGRAM NUMBER: DOT-11

and

PROJECT NUMBER: 16-DG-025

CITY OF HIGH POINT

WBS ELEMENT: 36223.13.8.2

PO NUMBER: TBD

THIS AGREEMENT made this the 17th day of November, 2015, (hereinafter referred to as AGREEMENT) by and between the NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as "Department", an agency of the State of North Carolina) and the **CITY OF HIGH POINT** (hereinafter referred to as the "Contractor").

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

WHEREAS, the Department and the Contractor desire to utilize grant funds for the Demonstration program.

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

Section 1. Purpose of Agreement. The purpose of this Agreement is to provide for the undertaking of the transit development project (hereinafter referred to as "Project") by the Contractor and to state the terms, conditions, and mutual undertakings of the parties as to the manner in which the Project will be undertaken and completed

Section 2. Project Implementation. The Contractor agrees to carry out the Project as follows:

- a. Scope of Project. The City of High Point, in conjunction with the High Point Market Authority, will support transportation for annual Fall and Spring furniture markets in High Point. The funding will provide shuttle services for market attendees from Piedmont Triad area hotels and designated park and ride lots to the Home Furnishings Market, and for circulator services in the High Point showroom district. The circulator and shuttle services will be procured and organized by the High Point Market

Authority.

The Contractor shall undertake and complete the Project as described in the approved Project Budget, incorporated into this Agreement as Attachment A, filed with and approved by the Department, and in accordance with the Project application for financial assistance and the terms and conditions of this Agreement. Nothing shall be construed under the terms of this Agreement by the Department or the Contractor that shall cause any conflict with Department, State, or Federal statutes, rules, or regulations.

- b. Cost of Project. The total cost of the Project approved by the Department is **ONE MILLION TWO HUNDRED THOUSAND DOLLARS (\$1,200,000)** as set forth in the Project Description and Budget, incorporated into this Agreement as Attachment A.

Operating WBS	Operating Total	Operating Federal (0%)	Operating State (100%)	Operating Local (0%)
36223.13.8.2	\$1,200,000	\$0	\$1,200,000	\$0
Agreement # <i>2000004460</i>				
Project Total	Project Total	Project Total Federal	Project Total State	Project Total Local
	\$1,200,000	\$0	\$1,200,000	\$0

- c. Period of Performance. This Agreement shall commence upon the date of execution, unless specific written authorization from the Department to the contrary is received. The period of performance for all expenditures shall extend from **JULY 1, 2015 TO JUNE 30, 2016** unless written authorization to the contrary is provided by the Department. **Any requests to change the Period of Performance must be submitted 60 days before the end of the current Performance Period and in accordance with the policies and procedures established by the Department.** The Contractor shall commence, carry on, and complete the approved Project with all practicable dispatch, in a sound, economical, and efficient manner.
- d. Contractor's Capacity. The Contractor agrees to maintain sufficient legal, financial, technical, and managerial capability to:
- Plan, manage, and complete the Project and provide for the use of Project property;
 - Carry out the safety and security aspects of the Project; and
 - Comply with the terms of this Agreement, the Approved Project Budget, the Project schedules, and applicable Federal and State laws, regulations, and directives.
- e. Administrative Requirements. The Contractor agrees to comply with the following Federal and State administrative requirements:
- (1) U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 49 C.F.R. Part 18 at (<http://www.access.gpo.gov/nara/cfr/cfr-table-search.html#page1>).
 - (2) Title 19A North Carolina Administrative Code (N.C.A.C.) Subchapter

5B at (<http://reports.oah.state.nc.us/ncac.asp>).

- f. Application of State, and Local Laws, Regulations, and Directives.

To achieve compliance with changing federal and state requirements, the Contractor makes note that federal, state and local requirements may

change and the changed requirements will apply to this Agreement as required.

b) Contractor's Primary Responsibility to Comply with Federal and State

Requirements. Irrespective of involvement by any other participant in the Project, the Contractor agrees that it, rather than the participant, is ultimately responsible for compliance with all applicable Federal and State laws, regulations, and directives, except to the extent that the Department determines otherwise in writing. Unless otherwise authorized in writing by the Department, the Contractor shall not assign any portion of the work to be performed under this Agreement, or execute any contract, amendment, or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the Department. Further, the Contractor shall incorporate the provisions of this Agreement into any lease arrangement and shall not enter into any lease arrangement without the prior concurrence of the Department. Any lease approved by the Department shall be subject to the conditions or limitations governing the lease as set forth by the Department. If the Contractor leases any Project asset to another party, the Contractor agrees to retain ownership of the leased asset, and assure that the Lessee will use the Project asset to provide mass transportation service, either through a "Lease and Supervisory Agreement" between the Contractor and Lessee, or another similar document. The Contractor agrees to provide a copy of any relevant documents.

(1) Significant Participation by a Third Party Contractor. Although the

Contractor may enter into a third party contract, after obtaining approval from the Department, in which the third party contractor agrees to provide property or services in support of the Project, or even carry out Project activities normally performed by the Contractor (such as in a turnkey contract), the Contractor agrees that it, rather than the third party contractor, is ultimately responsible to the Department for compliance with all applicable Federal and State laws, regulations, and directives, except to the extent that FTA or the Department determines otherwise in writing.

(2) Significant Participation by a Subcontractor. Although the Contractor

may delegate any or almost all Project responsibilities to one or more subcontractors, the Contractor agrees that it, rather than the subcontractor, is ultimately responsible for compliance with all applicable Federal and State laws, regulations, and directives, except to the extent that FTA or the Department determines otherwise in writing.

g. Contractor's Responsibility to Extend Federal and State Requirements to Other Entities.

(1) Entities Affected. Only entities that are signatories to this Agreement

for the Project are parties to this agreement. To achieve compliance with certain Federal and State laws, regulations, or directives, however, other Project participants, such as subrecipients and third party contractors, will necessarily be involved. Accordingly, the Contractor agrees to take the appropriate measures necessary to ensure that all Project participants comply with applicable Federal and State laws, regulations, and directives affecting their performance, except to the extent FTA or the

Department determines otherwise in writing.

(2) Documents Affected. The applicability provisions of Federal and State

laws, regulations, and directives determine the extent to which their provisions affect a Project participant. Thus, the Contractor agrees to include adequate provisions to ensure that each Project participant complies with those Federal and State laws, regulations, and directives, except to the extent that the Department determines otherwise in writing. In addition, the Contractor also agrees to require its third party contractors and subrecipients to include adequate provisions to ensure compliance with applicable Federal and State laws, regulations, and directives in each lower tier subcontract and subagreement for the Project, except to the extent that FTA or the Department determines otherwise in writing. Additional requirements include the following:

(a) Third Party Contracts. Because Project activities performed by a

third party contractor must comply with all applicable Federal and State laws, regulations, and directives, except to the extent the Department determines otherwise in writing, the Contractor agrees to include appropriate clauses in each third party contract stating the third party contractor's responsibilities under Federal and State laws, regulations, and directives, including any provisions directing the third party contractor to extend applicable requirements to its subcontractors at the lowest tier necessary. When the third party contract requires the third party contractor to undertake responsibilities for the Project usually performed by the Contractor, the Contractor agrees to include in that third party contract those requirements applicable to the Contractor imposed by the Grant Agreement for the Project or the FTA Master Agreement and extend those requirements throughout each tier except as the Department determines otherwise in writing. Additional guidance pertaining to third party contracting is contained in the FTA's "Best Practices Procurement Manual." The Department cautions, however, that FTA's "Best Practices Procurement Manual" focuses mainly on third party procurement processes and may omit certain other Federal requirements applicable to the work to be performed.

(b) Sub-agreements. Because Project activities performed by a

Sub-contractor/ sub-recipient must comply with all applicable Federal and State laws, regulations, and directives except to the extent that FTA or the Department determines otherwise in writing, the Contractor agrees as follows:

1 Written Sub-agreement. The Contractor agrees to enter

into a written agreement with each subrecipient (sub-agreement) stating the terms and conditions of assistance by which the Project will be undertaken and completed.

2 Compliance with Federal Requirements. The Contractor

agrees to implement the Project in a manner that will not compromise the Contractor's compliance with Federal

and State laws, regulations, and directives applicable to the Project and the Contractor's obligations under this Agreement for the Project and the FTA Master Agreement. Therefore, the Contractor agrees to include in each sub-agreement appropriate clauses directing the sub-recipient to comply with those requirements applicable to the Contractor imposed by this Agreement for the Project or the FTA Master Agreement and extend those requirements as necessary to any lower level sub-agreement or any third party contractor at each tier, except as FTA or the Department determines otherwise in writing.

h. No Federal/State Government Obligations to Third Parties. In connection

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

i. Reporting. Changes in Project Performance (i.e., Disputes, Breaches, Defaults, or

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

j. Limitations of Agreement. This Agreement shall be subject to the availability

of State funds and contingent upon the terms and conditions of this Agreement.

Section 3. Ethics.

a. Code of Ethics. The Contractor agrees to maintain a written code or standards of conduct that shall govern the actions of its officers, employees, board members, or agents engaged in the award or administration of third party contracts or sub-agreements financed with Federal/State assistance. The Contractor agrees that its code or standards of conduct shall specify that its officers, employees, board members, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from any present or potential third party contractor at any tier or subrecipient at any tier or agent thereof. Such a conflict would arise when an employee, officer, board member, or agent, including any member of his or her immediate family,

partner, or organization that employs, or intends to employ, any of the parties listed herein has a financial interest in the firm selected for award. The Contractor may set de minimis rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. The Contractor agrees that its code or standards shall also prohibit its officers, employees, board members, or agents from using their respective positions in a manner that presents a real or apparent personal or organizational conflict of interest or personal gain. As permitted by State or local law or regulations, the Contractor agrees that its code or standards of conduct shall include penalties, sanctions, or other disciplinary actions for violations by its officers, employees, board members, or their agents, or its third party contractors or subrecipients or their agents.

1. Gifts. N.C.G.S. § 133-32 and Executive Order 24, of October 1, 2009 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of this Agreement, Contractor attests, for its entire organization and its employees or agents, that it is not aware that any gift in violation of N.C.G.S. § 133-32 and Executive Order 24 has been offered, accepted, or promised by any employees of Contractor.

(1) Personal Conflicts of Interest. The Contractor agrees that its code or standards of conduct shall prohibit the Contractor's employees, officers, board members, or agents from participating in the selection, award, or administration of any third party contract or subagreement supported by Federal/State assistance if a real or apparent conflict of interest would be involved. Such a conflict would arise when an employee, officer, board member, or agent, including any member of his or her immediate family, partner, or organization that employs, or intends to employ, any of the parties listed herein has a financial interest in the firm selected for award.

(2) Organizational Conflicts of Interest. The Contractor agrees that its code or standards of conduct shall include procedures for identifying and preventing real and apparent organizational conflicts of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subagreement may, without some restrictions on future activities, result in an unfair competitive advantage to the third party contractor or subrecipient or impair its objectivity in performing the contract work.

b. Debarment and Suspension. The Contractor agrees to comply, and assures the compliance of each third party contractor and subrecipient at any tier, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Government wide Debarment and Suspension (Non-procurement)," 49 C.F.R. Part 29. The Contractor agrees to, and assures that its third party contractors and subrecipients will, review the Excluded Parties Listing System at (<http://epls.arnet.gov/>) before entering into any contracts.

c. Bonus or Commission. The Contractor affirms that it has not paid, and agrees not to pay, any bonus or commission to obtain approval of its State assistance application for the Project.

d. Lobbying Restrictions. The Contractor agrees that:

(1) It will comply, and will assure the compliance of each third party

contractor at any tier and each subrecipient at any tier, with U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20, modified as necessary by 31 U.S.C. § 1352, and

(2) To the extent applicable, it will comply with Federal/State laws and regulations prohibiting the use of Federal/State assistance for activities designed to influence Congress or a State legislature with respect to legislation or appropriations, except through proper, official channels.

e. Employee Political Activity. To the extent applicable, the Contractor agrees

to comply with the provisions of the Hatch Act, 5 U.S.C. §§ 1501 through 1508, and 7324 through 7326, and U.S. Office of Personnel Management regulations, "Political Activity of State or Local Officers or Employees," 5 C.F.R. Part 151. The Hatch Act limits the political activities of State and local agencies and their officers and employees, whose principal employment activities are financed in whole or part with Federal funds including a Federal grant, cooperative agreement, or loan. Nevertheless, in accordance with 49 U.S.C. § 5307(k)(2)(B) and 23 U.S.C. § 142(g), the Hatch Act does not apply to a nonsupervisory employee of a public transportation system (or of any other agency or entity performing related functions) receiving FTA assistance to whom the Hatch Act would not otherwise apply.

f. False or Fraudulent Statements or Claims. The Contractor acknowledges

and agrees that:

(1) Civil Fraud. The Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq., and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its activities in connection with the Project. By executing this Agreement for the Project, the Contractor certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project. In addition to other penalties that may apply, the Contractor also understands that if it makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal/State Government concerning the Project, the Federal/State Government reserves the right to impose on the Contractor the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, to the extent the Federal/State Government deems appropriate.

(2) Criminal Fraud. If the Contractor makes a false, fictitious, or fraudulent

claim, statement, submission, certification, assurance, or representation to the Federal/State Government or includes a false, fictitious, or fraudulent statement or representation in any agreement with the Federal/State Government in connection with a Project authorized under 49 U.S.C. chapter 53 or any other Federal law, the Federal/State Government reserves the right to impose on the Contractor the penalties of 49 U.S.C. § 5323(l), 18 U.S.C. § 1001 or other applicable Federal/State law to the extent the Federal/State Government deems appropriate.

Section 4. Project Expenditures.

- a. General. The Department shall reimburse the Contractor for allowable costs

for work performed under the terms of this Agreement which shall be financed with State funds. The Contractor shall expend funds provided in this Agreement in accordance with the approved Project Budget, included as Attachment A to this Agreement. It is understood and agreed that the work conducted pursuant to this Agreement shall be done on an actual cost basis by the Contractor. **Expenditures submitted for reimbursement shall include all eligible cost incurred within the Period Covered. The Period Covered represents the monthly or quarterly timeframe in which the project reports expenditures to the Department.** The amount of reimbursement from the Department shall not exceed the funds budgeted in the approved Project Budget. The Contractor shall initiate and prosecute to completion all actions necessary to enable the Contractor to provide its share of project costs at or prior to the time that such funds are needed to meet project costs.

- b. Payment. In order to assist the Contractor in financing the costs of the project, the Department shall reimburse the Contractor up to the percentage specified in the Approved Project Budget of allowable administrative costs, which shall be determined by available funding. The Contractor shall submit itemized invoices to the Department not more frequently than monthly, nor less frequently than quarterly, reporting on the Department's Uniform Public Transportation Accounting System (UPTAS) invoicing forms furnished by the Department for work performed under this Agreement. **Expenditures submitted for reimbursement shall include all eligible cost incurred within the Period Covered. Failure to request reimbursement for expenses incurred within the Period Covered may result in non-payment. All requests for reimbursement must be submitted within (30) days following the end of the project's reporting period.** Additional forms must be submitted with reimbursement requests to report on contracting activities with Historically Underutilized Business (HUB) and Minority Business and Women Business Enterprise (MBE/WBE) firms. Invoices shall be supported by documentation of costs unless otherwise waived by the Department. All requests must be submitted within thirty (30) days following the end of the quarter. Failure to request reimbursement for eligible projects costs as outlined may result in termination of the Project. Invoices shall be approved by the Department's Public Transportation Division and reviewed by the Department's External Audit Branch prior to payment. A retainage of five percent (5%) of the approved payment may be withheld until the approved Project is completed, accepted, and the final audit has been made.

- c. Excluded Costs. The Contractor understands and agrees that, except to the

extent the Department determines otherwise in writing, ineligible costs will be treated as follows:

- (1) In determining the amount of State assistance the Department will provide, the Department will exclude:
- (a) Any Project cost incurred by the Contractor before the Effective

Date of the Grant;

- (b) Any cost that is not included in the latest Approved Project

Budget;

- (c) Any cost for Project property or services received in connection

with a third party contract or subagreement with a subrecipient that must be approved by the Department, or other arrangement required to be, but has not been, concurred in or approved in writing by the Department;

- (d) Any non-project cost consistent with the prohibitions of 49 U.S.C.

§ 5323(h); and

- (e) Any cost ineligible for Department participation as provided by

applicable Federal/State laws, regulations, or directives.

(2) The Contractor understands and agrees that payment to the Contractor for any Project cost does not constitute the State Government's final decision about whether that cost is allowable and eligible for payment and does not constitute a waiver of any violation by the Contractor of the terms of this Agreement. The Contractor acknowledges that the State Government will not make a final determination about the allowability and eligibility of any cost until an audit of the Project has been completed. If the State Government determines that the Contractor is not entitled to receive any portion of the State assistance the Contractor has requested or provided, the Department will notify the Contractor in writing, stating its reasons. The Contractor agrees that Project closeout will not alter the Contractor's responsibility to return any funds due the State Government as a result of later refunds, corrections, or other transactions; nor will Project closeout alter the State Government's right to disallow costs and recover funds on the basis of a later audit or other review. Unless prohibited by Federal/State law or regulation, the State Government may recover any State assistance funds made available for the Project as necessary to satisfy any outstanding monetary claims that the State Government may have against the Contractor.

d. State Claims, Excess Payments, Disallowed Costs, including

Interest.

(1) Contractor's Responsibility to Pay. Upon notification to the Contractor that specific amounts are owed to the State Government, whether for excess payments of State assistance, disallowed costs, or funds recovered from third parties or elsewhere, the Contractor agrees to remit to the Department promptly the amounts owed, including applicable interest and any penalties and administrative charges.

(2) Amount of Interest. The Contractor agrees to remit to the Department interest owed as determined in accordance with N.C.G.S. 147-86.23.

e. De-obligation of Funds. The Contractor agrees that the

Department may de-obligate unexpended State funds before Project closeout.

Section 5. Accounting Records.

a. Establishment and Maintenance of Accounting Records. The Contractor

shall establish and maintain separate accounts for the public transportation program, either independently or within the existing accounting system. All costs charged to the program shall be in accordance with most current approved Project Budget and shall be reported to the Department in accordance with UPTAS.

- b. Documentation of Project Costs. All costs charged to the Project, including
- c. any approved services performed by the Contractor or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges, as referenced in 49 C.F.R. 18, and 2 CFR 200 the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (formerly OMB Circulars A-87 and A-102).
- d. Allowable Costs. Expenditures made by the Contractor shall be reimbursed

as allowable costs to the extent they meet all of the requirements set forth below. They must be:

- (1) Consistent with the Project Description, plans, specifications, and
- (2) Project Budget and all other provisions of this Agreement;
- (3) Necessary in order to accomplish the Project;
- (4) Reasonable in amount for the goods or services purchased;
- (5) Actual net costs to the Contractor, i.e., the price paid minus any refunds (e.g., refundable sales and use taxes pursuant to N.C.G.S. 105-164.14), rebates, or other items of value received by the Contractor that have the effect of reducing the cost actually incurred;
- (6) Incurred (and be for work performed) within the period of performance of this Agreement unless specific authorization from the Department to the contrary is received;
- (7) In conformance with the standards for allowability of costs set forth in 2 CFR 200, subpart E – Cost Principles (formerly OMB Circular A-87).
- (8) Satisfactorily documented; and
- (9) Treated uniformly and consistently under accounting principles and

procedures approved or prescribed by the Department.

Section 6. Reporting, Record Retention, and Access

- a. Reports. The Contractor shall advise the Department regarding the progress of the Project **at a minimum quarterly and at such time and in such a manner as the Department may require. Such reporting and documentation may** include, but not limited to: operating statistics, equipment usage, meetings, progress reports, and monthly performance reports.

The Contractor shall collect and submit to the Department at such time

as it may require, such financial statements, data, records, contracts, and other documents related to the Project as may be deemed necessary by the Department. **Such reports shall include narrative and financial statements of sufficient substance to be in conformance with the reporting requirements of the Department.** Progress reports throughout the useful life of the project equipment shall be used, in part, to document utilization of the project equipment. Failure to fully utilize the project equipment in the manner directed by the Department shall constitute a breach of contract, and after written notification by the Department, may result in termination of the Agreement or any such remedy as the Department deems appropriate.

The Contractor will be responsible for having an adequate cost accounting system, and the ongoing burden of proof of adequacy for such system shall be upon the Contractor. The Department will determine whether or not the Contractor has an adequate cost accounting system. Such determination shall be documented initially prior to payment of any invoices pursuant to the Agreement, and from time to time as deemed necessary by the Department. In the event of a negative finding during such determining proceedings, the Department may suspend, revoke, or place conditions upon its determination, and/or may recommend or require remedial actions as appropriate.

b. Record Retention. The Contractor and its third party contractors shall retain

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

c. Access to Records of Contractor and Subcontractors. The Contractor shall

permit and shall require its third party contractors to permit the Department or its authorized representatives to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts of the Contractor pertaining to the Project. The Department shall reserve the right to reject any and all materials and workmanship for defects and incompatibility with Project Description or excessive cost. The Department shall notify the Contractor, in writing, if materials and/or workmanship are found to be unacceptable. The Contractor shall have ninety (90) days from notification to correct defects or to provide acceptable materials and/or workmanship. Failure by the Contractor to provide acceptable materials and/or workmanship, or to correct noted defects, shall constitute a breach of contract.

d. Project Closeout. The Contractor agrees that Project closeout does not alter

the reporting and record retention requirements of this Section 6 of this Agreement.

Section 7. Project Completion, Audit, Settlement, and Closeout.

Project Completion. Within thirty (30) calendar days following Project completion, the end of the Project's period of performance, or termination by the Department, the Contractor agrees to submit a final reimbursement request to the Department for eligible Project expenses.

a. Financial Reporting and Audit Requirements. In accordance with 2

CFR 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (formerly OMB Circular A-133) and N.C.G.S. 159-34, the Contractor shall have its accounts audited as soon as possible after the close of each fiscal year by an independent auditor. The Contractor agrees to submit the required number of copies of the audit-reporting package to the Local Government Commission four months after the Contractor's fiscal year-end.

b. Audit Costs. Unless prohibited by law, the costs of audits made in accordance with the provisions of 2 CFR 200 Subpart E "Cost Principles" are allowable charges to State awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined 2 CFR 200.412 – 200.415, Subpart E, The cost of any audit not conducted in accordance with 2 CFR 200 and N.C.G.S. 159-34 is unallowable and shall not be charged to State grants.

c. Funds Owed to the Department. The Contractor agrees to remit to the Department any excess payments made to the Contractor, any costs disallowed by the Department, and any amounts recovered by the Contractor from third parties or from other sources, as well as any penalties and any interest required by Subsection 4d of this Agreement.

d. Project Closeout. Project closeout occurs when the Department issues the final project payment or acknowledges that the Contractor has remitted the proper refund. The Contractor agrees that Project closeout by the Department does not invalidate any continuing requirements imposed by this Agreement. The Contractor agrees that Project closeout does not alter the reporting and record retention requirements of this Section 10 of this Agreement.

As permitted by Federal/The Contractor agrees that its code or standards of conduct shall prohibit the Contractor's employees, officers, board members, or agents from participating in the selection, award, or administration of any third party contract or subagreement supported by State assistance if a real or apparent conflict of interest would be involved. The Contractor agrees that its The Contractor agrees to comply, and assures The Contractor affirms that it has not paid, and (2) To the extent applicable, it will comply with

Federal/State laws and regulations prohibiting the use of State assistance for activities designed to influence Congress or a State legislature with respect to legislation or appropriations, except through proper, official channels.

e. The Contractor acknowledges and agrees that:

In addition to other penalties that may apply, the Contractor also understands that if it makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the State Government concerning the Project, the State Government reserves the right to impose on the Contractor the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, to the extent the State Government deems appropriate.

- (3) If the Contractor makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the State Government or includes a false, fictitious, or fraudulent statement or representation in any agreement with the

Section 15. Civil Rights. The Contractor agrees to comply with all applicable civil rights laws and implementing regulations including, but not limited to, the following:

- a. Nondiscrimination in Public Transportation Programs. The Contractor agrees to comply, and assures the compliance of each third party contractor at any tier and each subrecipient at any tier of the Project, with the provisions of 49 U.S.C. § 5332, which prohibit discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.
- b. Nondiscrimination – Title VI of the Civil Rights Act. The Contractor agrees to comply, and assures the compliance of each third party contractor at any tier and each subrecipient at any tier of the Project, with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq., and with U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil

Rights Act," 49 C.F.R. Part 21.

- c. Equal Employment Opportunity. The Contractor agrees to comply, and assures the compliance of each third party contractor at any tier of the Project and each subrecipient at any tier of the Project, with all equal employment opportunity (EEO) provisions of 49 U.S.C. § 5332, with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and implementing Federal regulations and any subsequent amendments thereto. The Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The Contractor agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, sex, disability, age, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation.

- d. Minority and Women Business Enterprise (MBE/WBE).

(1) Policy. It is the policy of the North Carolina Department of Transportation that Minority Business Enterprises and Women Business Enterprises (MBE/WBEs) as defined in *NCGS 136-28.4* shall have the equal opportunity to compete fairly for and to participate in the performance of contracts financed by State Funds. The Contractor is also encouraged to give every opportunity to allow MBE/WBE participation in Supplemental Agreements.

(2) Obligation. The Contractor, sub-consultant, and subcontractor shall not discriminate on the basis of race, religion, color, creed, national origin, sex, handicapping condition or age in the performance of this contract. The Contractor shall comply with applicable requirements of *NCGS 136-28.4* in the award and administration of federally assisted contracts. Failure by the Contractor to comply with these requirements is a material breach of this contract, which will result in the termination of this contract or such other remedy, as the Department deems necessary.

(3) Goals. Even though specific MBE/WBE goals are not established for this project, the Department encourages the Contractor to have participation from MBE/WBE contractors and/or suppliers.

(4) Listing of MBE/WBE Sub-contractors. The Contractor at the time the Letter of Interest is submitted, shall submit a listing of all known MBE/WBE contractors that will participate in the performance of the identified work. The participation shall be submitted on the Department's Form RS-2. In the event the contractor has no MBE/WBE participation, the contractor shall indicate this on the Form RS-2 by entering the word 'None' or the number 'zero' and the form shall be signed. Form RS-2 may be accessed on the website at <https://apps.dot.state.nc.us/quickfind/forms/Default.aspx>.

(5) Certified Transportation Firms Directory. Real-time information about contractors doing business with the Department and contractors that are certified through North Carolina's Unified Certification Program is available in the Directory of Transportation Firms. The Directory can be accessed by the link on the Department's homepage or by entering <https://apps.dot.state.nc.us/vendor/directory> in the address bar of your web browser. Only firms identified as MBE/WBE certified in the Directory shall be listed in the proposal.

The listing of an individual firm in the Department's directory shall not be construed as an endorsement of the contractor's capability to perform certain work.

(6) Reporting MBE/WBE Enterprise Participation. When payments are made to MBE/WBE contractors, including material suppliers, contractors at all levels (Contractor, sub-consultant or sub-contractor) shall provide the Contract Administrator with an accounting of said payments. The accounting shall be listed on the Department's Subcontractor Payment Information Form (Form DBE-IS). In the event the contractor has no MBE/WBE participation, the contractor shall indicate this on the Form DBE-IS by entering the word 'None' or the number 'zero' and the form shall be signed. Form DBE-IS may be accessed on the website at

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

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

- e. Access for Individuals with Disabilities. The Contractor agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Contractor also agrees to comply with all applicable provisions of Section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities. In addition, the Contractor agrees to comply with applicable Federal regulations and directives and any subsequent amendments thereto, except to the extent the Department determines otherwise in writing, as follows:

- (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;

- (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
 - (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
 - (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
 - (7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
 - (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
 - (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;
 - (10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
 - (11) Federal civil rights and nondiscrimination directives implementing the foregoing regulations.
- f. Drug or Alcohol Abuse-Confidentiality and Other Civil Rights Protections. To the extent applicable, the Contractor agrees to comply with the confidentiality and other civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1174 et seq., with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4581 et seq., and with the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd-3 and 290ee-3, and any subsequent amendments to these acts.
- g. Access to Services for Persons with Limited English Proficiency. To the extent applicable and except to the extent that the Department determines otherwise in writing, the Contractor agrees to comply with

the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 66 Fed. Reg. 6733 et seq., January 22, 2001.

- h. Environmental Justice. The Contractor agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. § 4321 note, except to the extent that the Department determines otherwise in writing.
- i. Other Nondiscrimination Laws. The Contractor agrees to comply with all applicable provisions of other Federal laws, regulations, and directives pertaining to and prohibiting discrimination that are applicable, except to the extent the Department determines otherwise in writing.

Section 9. Planning and Private Enterprise.

- a. General. To the extent applicable, the Contractor agrees to implement the Project in a manner consistent with the plans developed in compliance with the Federal planning and private enterprise provisions of the following: (1) Federal Transit law, specifically, 49 U.S.C. §§ 5303, 5304, 5306, and 5323(a)(1); (2) the joint Federal Highway Administration (FHWA)/FTA document, "Interim Guidance for Implementing Key SAFETEA-LU Provisions on Planning, Environment, and Air Quality for Joint FHWA/FTA Authorities," dated September 2, 2005, and subsequent Federal directives implementing SAFETEA-LU, except to the extent the Department determines otherwise in writing; (3) joint FHWA/FTA regulations, "Planning Assistance and Standards," 23 C.F.R. Part 450 and 49 C.F.R. Part 613 to the extent that those regulations are consistent with the SAFETEA-LU amendments to public transportation planning and private enterprise laws, and subsequent amendments to those regulations that may be

promulgated; and (4) FTA regulations, "Major Capital Investment Projects," 49 C.F.R. Part 611, to the extent that those regulations are consistent with the SAFETEA-LU amendments to the public transportation planning and private enterprise laws, and any subsequent amendments to those regulations that may be subsequently promulgated.

b. Governmental and Private Nonprofit Providers of Nonemergency Transportation. In addition to providing opportunities to participate in planning as described in Subsection 9a of this Agreement, to the extent feasible the Contractor agrees to comply with the provisions of 49 U.S.C. § 5323(k), which afford governmental agencies and nonprofit organizations that receive Federal assistance for nonemergency transportation from Federal Government sources (other than U.S. DOT) an opportunity to be included in the design, coordination, and planning of transportation services.

Section 10. Preference for United States Products and Services. To the extent applicable, the Contractor agrees to comply with U.S. domestic preference requirements.

Section 11. Procurement. To the extent applicable, the Contractor agrees to comply with the following third party procurement provisions:

a. Federal and State Standards. The Contractor agrees to comply with the third

party procurement requirements of 49 U.S.C. chapter 53 and other applicable Federal laws in effect now or as subsequently enacted; with U.S. DOT third party procurement regulations of 49 C.F.R. §§ 18.36 and other applicable Federal regulations pertaining to third party procurements and subsequent amendments thereto, to the extent those regulations are consistent with SAFETEA-LU provisions; and Article 8 of Chapter 143 of the North Carolina General Statutes. The Contractor also agrees to comply with the provisions of FTA Circular 4220.1E, "Third Party Contracting Requirements," to the extent those provisions are consistent with SAFETEA-LU provisions and with any subsequent amendments thereto, except to the extent the Department determines otherwise in writing. Although the FTA "Best Practices Procurement Manual" provides additional procurement guidance, the Contractor understands that the FTA "Best Practices Procurement Manual" is focused on third party procurement processes and may omit certain Federal requirements applicable to the third party contract work to be performed. The Contractor shall establish written procurement procedures that comply with the required Federal and State standards.

b. Full and Open Competition. In accordance with 49 U.S.C. § 5325(a), the

Contractor agrees to conduct all procurement transactions in a manner that provides full and open competition as determined by the Department.

c. Exclusionary or Discriminatory Specifications. Apart from inconsistent requirements imposed by Federal laws or regulations, the Contractor agrees

to comply with the requirements of 49 U.S.C. § 5325(h) by not using any assistance awarded by the Department to support a procurement using exclusionary or discriminatory specifications.

d. Geographic Restrictions. The Contractor agrees that it will not use any State

or local geographic preference, except State or local geographic preferences expressly mandated or as permitted by the Department.

e. Department Pre-award Approval. The Contractor agrees to submit procurement documents to the Department for its review and approval prior to award of a contract/subcontract under this Agreement for any of the following:

(1) Any "brand name" product or sole source purchase equal to or greater

than \$2,500;

(2) Any contract/subcontract to other than apparent lowest bidder equal to

or greater than \$2,500;

(3) Any procurement equal to or greater than \$90,000;

(3) Any contract modification that would change the scope of a contract or

increase the contract amount up to or over the formal (sealed) bid threshold of \$90,000.

f. Project Approval/Third Party Contract Approval. Except to the extent the

Department determines otherwise in writing, the Contractor agrees that the Department's award of State assistance for the Project does not, by itself, constitute pre-approval of any non-competitive third party contract associated with the Project.

g. Preference for Recycled Products. To the extent applicable, the Contractor

agrees to comply with U.S. EPA regulations, "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 C.F.R. Part 247, which implements Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and with subsequent Federal regulations that may be promulgated. Accordingly, the Contractor agrees to provide a competitive preference for products and services that conserve natural resources, protect the environment, and are energy efficient.

h. Clean Air and Clean Water. The Contractor agrees to include in each third

party contract and subagreement exceeding \$100,000 adequate provisions to ensure that each Project participant will agree to report the use of facilities placed on or likely to be placed on the U.S. Environmental Protection Agency (U.S. EPA) "List of Violating Facilities," to not use any violating facilities, to report violations to the Department and the Regional U.S. EPA Office, and to comply with the inspection and other applicable requirements of:

(1) Section 306 of the Clean Air Act, as amended, 42 U.S.C. § 7414, and

other applicable provisions of the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q; and

(2) Section 508 of the Clean Water Act, as amended, 33 U.S.C. §

1368,

and other applicable requirements of the Clean Water Act, as amended, 33 U.S.C. §§ 1251 through 1377.

i. National Intelligent Transportation Systems Architecture and Standards. To

the extent applicable, the Contractor agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 Fed. Reg. 1455 et seq., January 8, 2001, and any subsequent further implementing directives, except to the extent the Department determines otherwise in writing.

j. Competitive Proposal/Request for Proposal (RFP). The competitive proposal/

request for proposal (RFP) method of procurement is normally conducted with more than one source submitting an offer, i.e., proposal. Either a fixed price or cost reimbursement type contract is awarded. This method of procurement is generally used when conditions are not appropriate for the use of sealed bids. The Contractor acknowledges that certain restrictions apply under North Carolina law for use of the RFP method and these restrictions and exceptions are discussed below.

(1) The Contractor agrees that the RFP Method may not be used in lieu of

an invitation for bids (IFB) for:

(a) Construction/repair work; or

(a) Purchase of apparatus, supplies, materials or equipment.

See next Subsection, this Agreement, regarding information technology goods as services.

(2) The Contractor agrees that the RFP method of solicitation may be

used (in addition to or instead of any other procedure available under North Carolina law) for the procurement of information technology goods and services [as defined in N.C.G.S. 147-33.81(2)]. This applies to electronic data processing goods and services, telecommunications goods and services, security goods and services, microprocessors, software, information processing, office systems, any services related to the foregoing, and consulting or other services for design or redesign of information technology supporting business processes. The Contractor will comply with the following minimum requirements [N.C.G.S. 143-129.8]:

(a) Notice of the request for proposals shall be given in accordance

with N.C.G.S. 143-129(b).

(b) Contracts shall be awarded to the person or entity that submits

the best overall proposal as determined by the awarding authority. Factors to be considered in awarding contracts shall be identified in the request for proposals.

(c) The Contractor may use procurement methods set forth in

N.C.G.S. 143-135.9 in developing and evaluating requests for

proposals.

(d) The Contractor may negotiate with any proposer in order to

obtain a final contract that best meets the needs of the Contractor.

(e) Any negotiations shall not alter the contract beyond the scope of

the original request for proposals in a manner that deprives the proposers or potential proposers of a fair opportunity to compete for the contract; and would have resulted in the award of the contract to a different person or entity if the alterations had been included in the request for proposals.

(f) Proposals submitted shall not be subject to public inspection until

a contract is awarded.

(3) The Contractor agrees that the RFP method, in accordance with FTA

Circular 4220.1E; under the guidelines of FTA "Best Practices Procurement Manual," should be used for procurements of professional services, such as consultants for planning activities and for transit system operations/management. The Contractor acknowledges that certain restrictions apply under North Carolina law for use of the RFP method and these restrictions and exceptions are discussed in Subsections 11j(1) and 11j(2) of this Agreement.

(4) When the RFP method is used for procurement of professional services, the Contractor agrees to abide by the following minimum requirements:

(a) Normally conducted with more than one source submitting an

offer (proposal);

(b) Either fixed price or cost reimbursement type contract will be

used;

(c) Generally used when conditions are not appropriate for use of

sealed bids;

(d) Requests for proposals will be publicized;

(d) All evaluation factors will be identified along with their relative

importance;

(e) Proposals will be solicited from an adequate number (3 is recommended) of qualified sources;

(f) A standard method must be in place for conducting technical

evaluations of the proposals received and for selecting awardees;

(g) Awards will be made to the responsible firm whose proposal is

most advantageous to the Contractor's program with price and other factors considered; and

(h) In determining which proposal is most advantageous, the Contractor may award to the proposer whose proposal offers the greatest business value (best value) to the agency. "Best value" is based on determination of which proposal offers the best tradeoff between price and performance, where quality is considered an integral performance factor.

k. Award to Other than the Lowest Bidder. In accordance with State statutes, a

third party contract may be awarded to other than the lowest bidder, if the award furthers an objective (such as improved long-term operating efficiency and lower long-term costs). When specified in bidding documents, factors such as discounts, transportation costs, and life cycle costs will be considered in determining which bid is lowest. Prior to the award of any contract equal to or greater than \$2,500 to other than apparent lowest bidder, the Contractor shall submit its recommendation along with basis/reason for selection to the Department for pre-award approval.

l. Award to Responsible Contractors. The Contractor agrees to award third

party contracts only to responsible contractors who possess potential ability to successfully perform under the terms and conditions of the proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. Contracts will not be awarded to parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities in accordance with the Federal debarment and suspension rule, 49 C.F.R. 29. For procurements over \$25,000, the Contractor shall comply, and assure the compliance of each third party contractor and subrecipient at any tier, with the debarment and suspension rule. FTA and the Department recommend that grantees use a certification form for projects over \$25,000, which are funded with Federal and/or State funds. A sample certification form can be obtained from the Department. The Contractor also agrees to check a potential contractor's debarment/suspension status at the following Web site: <http://epls.arnet.gov/>.

m. Contract Administration System. The Contractor shall maintain a contract

administration system that ensures that contractors/subcontractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

n. Access to Third Party Contract Records. The Contractor agrees, and agrees

to require its third party contractors and third party subcontractors, at as many tiers of the Project as required, to provide to the State awarding agencies or their duly authorized representatives, access to all third party contract records to the extent required by 49 U.S.C. § 5325(g), and retain such documents for at least five (5) years after project completion.

Section 12. Leases.

a. Capital Leases. To the extent applicable, the Contractor agrees to comply

with FTA regulations, "Capital Leases," 49 C.F.R. Part 639, and any revision thereto.

b. Leases Involving Certificates of Participation. The Contractor agrees

to
obtain the Department's concurrence before entering into any leasing arrangement involving the issuance of certificates of participation in connection with the acquisition of any capital asset.

Section 13. Hold Harmless. Except as prohibited or otherwise limited by State law or except to the extent that the Department determines otherwise in writing, upon request by the State Government, the Contractor agrees to indemnify, save, and hold harmless the State Government and its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Project. The Contractor shall not be required to indemnify the State Government for any such liability caused by the wrongful acts of State employees or agents.

Section 14. Use of Real Property, Equipment, and Supplies. The Contractor understands and agrees that the State Government retains a State interest in any real property, equipment, and supplies financed with State assistance (Project property) until, and to the extent, that the State Government relinquishes its State interest in that Project property. With respect to any Project property financed with State assistance under this Agreement, the Contractor agrees to comply with the following provisions of this Agreement, except to the extent the Department determines otherwise in writing:

a. Use of Project Property. The Contractor agrees to use Project property for

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

b. General. The Contractor agrees to comply with the property management

standards of 49 C.F.R. §§ 18.31 through 18.33, including any amendments thereto, and with other applicable Federal and State regulations and directives. Any exception to the requirements of 49 C.F.R. §§ 18.31 through 18.33 requires the express approval of the Department in writing.

c. Records. The Contractor agrees to keep satisfactory records pertaining to

the use of Project property, and submit to the Department upon request such information as may be required to assure compliance with this Section 14 of this Agreement.

d. Encumbrance of Project Property. The Contractor agrees to maintain satisfactory continuing control of Project property as follows:

(1) Written Transactions. The Contractor agrees that it will not execute

any transfer of title, lease, lien, pledge, mortgage, encumbrance, third

party contract, subagreement, grant anticipation note, alienation, innovative finance arrangement (such as a cross border lease, leveraged lease, or otherwise), or any other obligation pertaining to Project property, that in any way would affect the continuing State interest in that Project property.

(2) Oral Transactions. The Contractor agrees that it will not obligate itself

in any manner to any third party with respect to Project property.

(3) Other Actions. The Contractor agrees that it will not take any action

adversely affecting the State interest in or impair the Contractor's continuing control of the use of Project property.

e. Insurance Proceeds. If the Contractor receives insurance proceeds as a

result of damage or destruction to the Project property, the Contractor agrees to:

(1) Apply those insurance proceeds to the cost of replacing the damaged

or destroyed Project property taken out of service, or

(2) Return to the Department an amount equal to the remaining State

interest in the damaged or destroyed Project property.

f. Misused or Damaged Project Property. If any damage to Project property

results from abuse or misuse occurring with the Contractor's knowledge and consent, the Contractor agrees to restore the Project property to its original condition or refund the value of the State interest in that property, as the Department may require.

g. Responsibilities after Project Closeout. The Contractor agrees that Project

closeout by the Department will not change the Contractor's Project property management responsibilities as stated in Section 14 of this Agreement, and as may be set forth in subsequent Federal and State laws, regulations, and directives, except to the extent the Department determines otherwise in writing.

Insurance & Real Property.

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

In addition to other insurance requirements that may apply, the Contractor agrees as follows:

a. Minimum Requirements. At a minimum, the Contractor agrees to comply with the insurance requirements normally imposed by North Carolina State and local laws, regulations, and ordinances, except to the extent that the Department determines otherwise in writing.

b. Flood Hazards. To the extent applicable, the Contractor agrees to comply with the flood insurance purchase provisions of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. § 4012a(a), with respect to any Project activity involving construction or an acquisition having an insurable cost of \$10,000 or more.

Section 16. Relocation. When relocation of individuals or businesses is required, the Contractor agrees as follows:

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

b. Nondiscrimination in Housing. In carrying out its responsibilities to provide housing that may be required for compliance with Federal relocation requirements for individuals, the Contractor agrees to comply with Title VIII of the Civil Rights Act of 1968, as amended, 42 U.S.C. §§ 3601 et seq., and with Executive Order No. 12892, "Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing," 42 U.S.C. § 3608 note.

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

Section 17. Real Property. For real property acquired with Federal assistance, the Contractor agrees as follows:

a. Land Acquisition. The Contractor agrees to comply with 49 U.S.C. § 5324(a), which requires compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. §§ 4601 et seq.; and with U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 C.F.R. Part 24. [See, new U.S. DOT final rule, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 C.F.R. Part 24, 70 Fed. Reg. 590 et seq., January 4, 2005.] These requirements apply to all interests in real property acquired for Project purposes regardless of Federal participation in the cost of that real property.

b. Covenant Assuring Nondiscrimination. The Contractor agrees to include a covenant in the title of the real property acquired for the Project to assure nondiscrimination during the useful life of the Project.

c. Recording Title to Real Property. To the extent required by FTA and the Department, the Contractor agrees to record the Federal and State interest in title to real property used in connection with the Project And/or execute at the request of the Department any instrument or documents evidencing or related to the State's interest in the Project's property.

(1) As a condition of its participation in a Facility Project, the Department will retain a secured interest in the Project for the estimated life of the Project, expected to be forty (40) years, following completion of the Project; or the prorated share of the original investment or current fair market value (the higher value of the two); whichever come first.

d. Department Approval of Changes in Real Property Ownership. The Contractor agrees that it will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities used in the Project without prior written permission and instructions from the Department.

e. Disposal of Real Property

(1) If useful life is not attained, upon the sale or disposition of any Project facility, the Department shall be entitled to a refund of the original state and/or federal investment or the state and/or federal prorated share of the current fair market value of the project facility, whichever is greater.

(2) For the purpose of this Agreement, the term "any sale or disposition of the Project facility" shall mean any sale or disposition of the facility for a use not consistent with purposes for which the state and/or federal share was originally granted pursuant to the Project Agreement, or for a use consistent with such purposes wherein the transferee in the sale or disposition does not enter into an assignment and assumption agreement with the Contractor with respect to the Contractor's obligation under this Agreement or the Grant Agreement , so that the transferee becomes obligated as if the transferee had been the original party.

Section 18. Construction. Except to the extent the Department determines otherwise in writing, the Contractor agrees as follows:

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

b. MBE/WBE/DBE Participation. The Contractor agrees to record and report Minority-owned Business good faith efforts in accordance with N.C.G.S. 143-128.2(f).

c. Supervision of Construction. The Contractor agrees to provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms to the approved plans and specifications.

d. Construction Reports. The Contractor agrees to provide progress reports and other data and information as may be required by the Department.

e. Project Management for Major Capital Projects. To the extent applicable, the Contractor agrees to comply with FTA regulations, "Project Management Oversight," 49 C.F.R. Part 633, and any subsequent Project Management Oversight regulations FTA may issue.

f. Seismic Safety. The Contractor agrees to comply with the Earthquake Hazards Reduction Act of 1977, as amended, 42 U.S.C. §§ 7701 et seq., with Executive Order No. 12699, "Seismic Safety of Federal and Federally-Assisted or Regulated New Building Construction," 42 U.S.C. § 7704 note, and with U.S. DOT regulations, "Seismic Safety," 49 C.F.R. Part 41, specifically, 49 C.F.R. § 41.117.

Section 19. Employee Protections.

a. Construction Activities. The Contractor agrees to comply, and assures the compliance of each third party contractor and each sub-recipient at any tier of the Project, with the following laws and regulations providing protections for construction employees:

(1) Davis-Bacon Act, as amended, 49 U.S.C. § 5333(a), which requires compliance with the Davis-Bacon Act, 40 U.S.C. §§ 3141 et seq., and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5;

(2) Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 et seq., specifically, the wage and hour requirements of Section 102 of that Act at 40 U.S.C. § 3702, and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5; and the safety requirements of Section 107 of that Act at 40 U.S.C. § 3704, and implementing U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926; and

(3) Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. § 874, and implementing U.S. DOL regulations, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States," 29 C.F.R. Part 3.

b. Activities Not Involving Construction. The Contractor agrees to comply, and assures the compliance of each third party contractor and each sub-recipient at any tier of the Project, with the employee protection requirements for non-construction employees of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 et seq., in particular the wage and hour requirements of Section 102 of that Act at 40 U.S.C. § 3702, and with U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.

c. Activities Involving Commerce. The Contractor agrees that the provisions of the Fair Labor Standards Act, 29 U.S.C. §§ 201 et seq., apply to employees performing Project work involving commerce.

d. Public Transportation Employee Protective Arrangements for Projects in Non-urbanized Areas Authorized by 49 U.S.C. § 5310. The Contractor agrees to comply with the terms and conditions of the Special Warranty for the Non-urbanized

Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, U.S. DOL implementing procedures, and any revisions thereto.

Section 20. Environmental Protections.

a. General. The Contractor recognizes that many Federal and State law imposing environmental and resource conservation requirements may apply to the Project. Some, but not all, of the major Federal and State laws that may affect the Project include: the North Carolina Environmental Policy Act of 1971 (N.C.G.S. 113A); the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 through 4335; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q and scattered sections of Title 29, United States Code; the Clean Water Act, as amended, 33 U.S.C. §§ 1251 through 1377; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 through 6992k; the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 through 9675, as well as environmental provisions within Title 23, United States Code, and 49 U.S.C. chapter 53. The Contractor also recognizes that U.S. EPA, FHWA and other Federal agencies have issued, and in the future are expected to issue, Federal regulations and directives that may affect the Project. Thus, the Contractor agrees to comply, and assures the compliance of each subrecipient and each third party contractor, with any applicable Federal and State laws, regulations and directives in effect now or become effective in the future, except to the extent the Department determines otherwise in writing.

b. Mitigation of Adverse Environmental Effects. Should the proposed Project

cause or result in adverse environmental effects, the Contractor agrees to take all reasonable measures to minimize the impact of those adverse effects, as required by 49 U.S.C. § 5324(b), and other applicable Federal laws and regulations, including 23 C.F.R. Part 771 and 49 C.F.R. Part 622. The Contractor agrees to comply with all environmental mitigation measures that may be identified as commitments in applicable environmental documents, (i.e., environmental assessments, environmental impact statements, memoranda of agreement, and other documents as required by 49 U.S.C. § 303) and agrees to comply with any conditions the Federal Government might impose in a finding of no significant impact or record of decision. The Contractor agrees that those environmental mitigation measures are incorporated by reference and made part of this Agreement for the Project. The Contractor also agrees that any deferred mitigation measures will be incorporated by reference and made part of this Agreement for the Project as soon as agreement with the Federal Government is reached. The Contractor agrees that those mitigation measures agreed upon may not be modified or withdrawn without the express written approval of the Department.

Section 21. Energy Conservation. To the extent applicable, the Contractor agrees to comply with the North Carolina Energy Policy Act of 1975 (N.C.G.S. 113B) issued in accordance with the Energy Policy and Conservation Act, as amended, 42 U.S.C. §§ 6321 et seq., except to the extent that the Department determines otherwise in writing.

Section 22. Charter Service Operations. FTA defines charter service as transportation using vehicles (buses or vans), equipment, or facilities funded under the Federal Mass Transit Act for a group of persons who pursuant to a common purpose,

under a single contract, at a fixed charged for the vehicle or service, have acquired the exclusive use of the vehicle or service to travel together under an itinerary either specified in advance or modified after having left the place of origin. The Contractor acknowledges that Federal and State requirements prohibit the use of vehicles, facilities, equipment, and supplies funded by Federal or State grant programs for the provision of charter services unless it is determined that there are no willing and able charter operators in the service area. Federal law does not provide exceptions to these regulations for vehicles that are loaned or leased to other agencies or entities. The Contractor agrees that neither it nor any public transportation operator performing work in connection with a Project financed under 49 U.S.C. chapter 53 will engage in charter service operations, except as authorized by 49 U.S.C. § 5323(d) and FTA regulations, "Charter Service," 49 C.F.R. Part 604, and any subsequent Charter Service regulations or FTA directives that may be issued, except to the extent that the Department determines otherwise in writing. Any charter service agreement required by FTA regulations is incorporated by reference and made part of this Agreement for the Project. The Contractor understands and agrees that in addition to any remedy specified in the charter service agreement, if a pattern of violations of that agreement is found, the violator will be barred from receiving Federal or State transit assistance in an amount to be determined by the Department.

Section 23. School Transportation Operations. The Contractor agrees that neither it nor any public transportation operator performing work in connection with a Project financed with Federal or State funds will engage in school transportation operations for the transportation of students or school personnel exclusively in competition with private school transportation operators, except as authorized by 49 U.S.C. §§ 5323(f) or (g), as applicable, and FTA regulations, "School Bus Operations," 49 C.F.R. Part 605, and any subsequent School Transportation Operations regulations or FTA directives that may be issued. Any school transportation operations agreement required by FTA regulations is incorporated by reference and made part of this Agreement for the Project. The Contractor understands and agrees that if it or an operator violates that school transportation operations agreement the violator will be barred from receiving Federal or State transit assistance in an amount to be determined by the Department.

Section 24. Substance Abuse. To the extent applicable, the Contractor agrees to comply with the following Federal substance abuse regulations:

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

Section 25. Seat Belt Use. In accordance with Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U. S. C. § 402 note, the Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned, rented, or personally operated vehicles, and to include this provision in any third party contracts, third party sub-contracts, or sub-agreements involving the Project.

Section 26 Text Messaging While Driving. In accordance with Executive Order No. 13513, Federal Leadership on Reducing Text Messaging While Driving October 1, 2009, 23 U.S.C.A. § 402 note, and DOT Order 3902.10, Text Messaging

While December 30, 2009, the Grantee is encouraged to comply with the term of the following Special Provision.

a. Definitions. As used in this Special Provision:

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

(2) "Text Messaging" means reading from or entering data into any handheld or other electric device, including the purpose of short message service texting, e-mailing, instant messaging, obtaining navigating information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.

b. Safety. The Grantee is encouraged to:

(1) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving –

(a) Grantee-owned or Grantee-rented vehicles or Government-owned, leased or rented vehicles;

(b) Privately-owned vehicles when on official Project related business or when performing any work for or on behalf of the Project; or

(c) Any vehicle, on or off duty, and using an employer supplied electronic device.

(2) Conduct workplace safety initiatives in a manner commensurate with the Grantee's size, such as:

(a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(3) Include this Special Provision in its subagreements with its subrecipients and third party contracts and also encourage its subrecipients, lessees, and third party contractors to comply with the terms of this Special Provision, and include this Special Condition in each subagreement, lease, and third party contract at each tier financed with Federal assistance provided by the Federal Government.

Section 27. Protection of Sensitive Security Information. To the extent applicable, the Contractor agrees to comply with 49 U.S.C. § 40119(b) and implementing U.S. DOT regulations, "Protection of Sensitive Security Information," 49 C.F.R. Part 15, and with 49 U.S.C. § 114(s) and implementing U.S. Department of Homeland Security, Transportation Security Administration regulations, "Protection of Sensitive Security Information," 49 C.F.R. Part 1520.

Section 28. Disputes, Breaches, Defaults, or Other Litigation. The Contractor agrees that the Department has a vested interest in the settlement of any dispute, breach, default, or litigation involving the Project. Accordingly:

a. Notification to the Department. The Contractor agrees to notify the Department in writing of any current or prospective major dispute, breach, default, or litigation that may affect the State Government's interests in the Project or the State Government's administration or enforcement of Federal/State laws or regulations. If the Contractor seeks to name the State Government as a party to litigation for any reason, in any forum, the Contractor agrees to inform the Department in writing before doing so.

- b. State Interest in Recovery. The State Government retains the right to
a proportionate share, based on the percentage of the State share awarded for the Project, of proceeds derived from any third party recovery, except that the Contractor may return any liquidated damages recovered to its Project Account in lieu of returning the State share to the Department.
- c. Enforcement. The Contractor agrees to pursue all legal rights provided within any third party contract.
- d. Department Concurrence. The Department reserves the right to concur in any compromise or settlement of any claim involving the Project and the Contractor.
- e. Alternative Dispute Resolution. The Department encourages the Contractor to use alternative dispute resolution procedures, as may be appropriate.

Section 29 Amendments/Revisions to the Project. The Contractor agrees that a change in Project circumstances causing an inconsistency with the terms of this Agreement for the Project will require an amendment **or revision** to this Agreement for the Project signed by the original signatories or their authorized designees or successors. The Contractor agrees that a change in the fundamental information submitted in its Application will also require an Amendment to its Application or this Agreement for the Project. **The Contractor agrees that the project will not incur any costs associated with the amendment or revision before receiving notification of approval from the division. The Contractor agrees that any requests for amendments and or revisions will be submitted in accordance with the policies and procedures established by FTA and the Department.**

Section 30. Information Obtained Through Internet Links. This Agreement may include electronic links/Web site addresses to Federal/State laws, regulations, and directives as well as other information. The Department does not guarantee the accuracy of information accessed through such links. Accordingly, the Contractor agrees that information obtained through any electronic link within this Agreement does not represent an official version of a Federal/State law, regulation, or directive, and might be inaccurate. Thus, information obtained through such links is neither incorporated by reference nor made part of this Agreement. The Federal Register and the Code of Federal Regulations are the official sources for regulatory information pertaining to the Federal Government.

Section 31. Severability. If any provision of the FTA Master Agreement or this Agreement for the Project is determined invalid, the remainder of that Agreement shall not be affected if that remainder would continue to conform to the requirements of applicable Federal/State laws or regulations.

Section 32 Termination of Agreement.

- a. The Department of Transportation. In the event of the Contractor's Non-compliance with any of the provisions of this Agreement, the Department may suspend or terminate the Agreement by giving the Contractor thirty (30) days advance notice. Any failure to make reasonable progress on the Project or violation of this Agreement for the Project that endangers substantial performance of the Project shall provide sufficient grounds for the Department to terminate the Agreement for the Project. In general, termination of State assistance for the Project will not invalidate obligations properly incurred by the Contractor before the termination date

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

b. The Contractor. The Contractor may terminate its participation in the Project

by notifying and receiving the concurrence of the Department thirty (30) days in advance of the termination.

Section 33. Contract Administrators. All notices permitted or required to be given by one Party to the other and all questions about this Agreement from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, postal address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, postal address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

For the Department:

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

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name: Title: Agency: Postal Address: City/Zip: Phone: Fax: Email:	Name: Title: Agency: Street Address: City:

Section 34. Federal Certification Regarding Lobbying. The Contractor certifies, by signing this Agreement, its compliance with Subsection 3d of this Agreement.

Section 35. Federal Certification Regarding Debarment. The Contractor certifies, by signing this Agreement, its compliance with Subsection 3b of this Agreement.

Section 36. Federal Certification Regarding Alcohol Misuse and Prohibited Drug Use. As required by FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," at 49 CFR part 655, subpart I, the Contractor certifies, by signing this Agreement, that it has established and implemented an alcohol misuse and anti-drug program, and has complied with or will comply with all applicable requirements of FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR part 655, and Section 21 of this Agreement.

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

CITY OF HIGH POINT

CONTRACTOR'S FEDERAL TAX ID NUMBER: 56-6000231

CONTRACTOR'S FISCAL YEAR END: June 30, 2016

BY: Larry E. McCaslin

TITLE: Deputy **CITY MANAGER**



ATTEST:
TITLE:

Lisa D. Vester
City Clerk

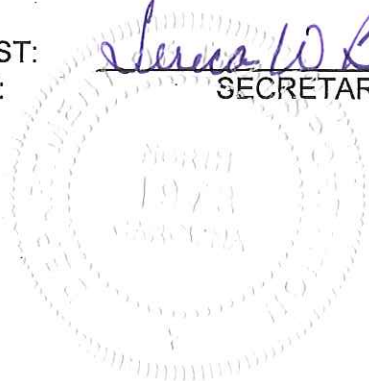
DEPARTMENT OF TRANSPORTATION

BY: Keith A. Weatherly

TITLE: **DEPUTY SECRETARY FOR TRANSIT**

ATTEST:
TITLE:

Leresa W. Battle
SECRETARY



**This instrument prepared in accordance
with the Local Government Budget and
Fiscal Control Act.**

Jeffrey M. ... 11/5/2015

APPENDIX A

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION DIVISION
SECTION DG GRANT 16-DG-025
APPROVED BUDGET SUMMARY
EFFECTIVE JULY 1, 2015

PROJECT SPONSOR: CITY OF HIGH POINT

PROJECT DESCRIPTION: FY16 - DEMONSTRATION GRANT PROGRAM

I. TOTAL PROJECT EXPENDITURES

DEPARTMENT: 4522 - OPERATING \$1,200,000

WBS ELEMENT: 36223.13.8.2

PERIOD OF PERFORMANCE: JULY 1, 2015 - JUNE 30, 2016

II. TOTAL PROJECT FUNDING

	<u>TOTAL</u> 100%	<u>FEDERAL</u> 0%	<u>STATE</u> 100%	<u>LOCAL</u> 0%
4522 - OPERATING	\$1,200,000	\$0	\$1,200,000	\$0
AGREEMENT ID # 36223.13.8.2				
TOTAL <i>200000440</i>	\$1,200,000	\$0	\$1,200,000	\$0

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION DIVISION
PROJECT -16-DG-025
APPROVED PROJECT BUDGET

PROJECT SPONSOR: CITY OF HIGH POINT
DEPARTMENT: 4522 - OPERATING

<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>APPROVED BUDGET</u>
G399	Other: Furniture Market Transportation Service	\$ 1,200,000
		\$ -
		\$ -
		\$ -
	TOTAL	<u>\$ 1,200,000</u>



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

A motion was made by Mayor Pro Tem James Davis and seconded by
(name and title)
Council Member Jeff Golden for adoption of the following resolution, and
(name and title)
upon being put to a vote was duly adopted.

WHEREAS, the **City of High Point** has requested the North Carolina Department of Transportation to assist in the funding of **transportation activities for the bi-annual International Home Furnishings Market**; and

WHEREAS, the **North Carolina Department of Transportation** will provide **100%** of the cost of the above described project up to \$1,200,000;

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

.....

I, Lisa B. Vierling, City Clerk do hereby certify that the above is a true and
(Name and title)
correct copy of an excerpt for the minutes of a meeting of the **City of High Point City Council** duly held on the 2nd day of November, 2015.



Lisa B. Vierling
Signature of Certifying Official

NCDOT October 2015 Board of Transportation Agenda

Public Transportation Program

Town/County Division	Demonstration Grant	Estimated Cost
7	16-DG-025 - The City of High Point in conjunction with the High Point Market Authority requests funds to support transportation for the Fall and Spring furniture markets in High Point. The funds will be used to provide free shuttle services for Market attendees from Piedmont Triad area hotels and designated park and ride lots to/from the Home Furnishings Market, and circulator services in the High Point showroom district. The circulator and shuttle services will be procured through private transportation providers and organized by the High Point Market Authority. This request is to disburse up to \$600,000 for each market (Fall 2015 and Spring 2016), subject to appropriations by the Legislature.	\$1,200,000 Total \$0 Federal \$1,200,000 State \$0 Local

app.
3330

30223.13.8.2

ITEM I-1 – 1 PROJECT(S) – TOTAL FEDERAL AND STATE FUNDS \$1,200,000

CITY OF HIGH POINT

AGENDA ITEM



Title: Daveler Drive Construction Maintenance Agreement

From: Terry Houk – Public Services Director
Robby Stone – Public Services Asst. Director

Meeting Date: November 2, 2015

Public Hearing: N/A

Advertising Date: N/A

Advertised By: N/A

Attachments: Attachment A – Construction Maintenance Agreement
Attachment B – Daveler Drive Map

PURPOSE:

The City of High Point Streets Division annually resurfaces streets with in-house crews as funds are available. Resurfacing was performed on Daveler Drive. A segment of the street resides within the city limits while the remaining segment outside of the city limits is maintained by the NC Department of Transportation (NCDOT). A Construction Maintenance Agreement was drafted by the NCDOT granting the city permission to resurface and receive payment for resurfacing the NCDOT segment of Daveler Drive.

BACKGROUND:

Daveler Drive is a short dead end street. A small segment of the street (~ 105') resides outside of the city limits and is maintained by the NCDOT. City staff notified the NCDOT of their intent to resurface the city segment of Daveler. City and NCDOT staff agreed that city staff should resurface all of Daveler Drive and the NCDOT would pay the City for resurfacing the NCDOT segment. The Construction Maintenance Agreement will allow the city to invoice the NCDOT for the actual cost for resurfacing the NCDOT segment.

BUDGET IMPACT:

The receipt of payment for the work performed will reimburse the Streets Division resurfacing budget. The total requested amount will be \$4,212.83.

RECOMMENDATION / ACTION REQUESTED:

The Public Services Department recommends approval of this Construction Maintenance Contract and requests that Council authorize the appropriate City Official to execute all necessary documents.



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

PAT MCCRORY
GOVERNOR

NICHOLAS J. TENNYSON
SECRETARY

September 21, 2015

Terry L. Houk
Public Services Director
City of High Point
PO Box 230
High Point, NC 27261

Subject: **Construction Maintenance Agreement**
WBS: 7.204111B
City of High Point
Guilford County

Dear Mr. Houk:

Enclosed are two (2) duplicate originals of the construction maintenance agreement for the maintenance overlay on SR 1907(Daveler Road) in High Point.

Please review the agreements and, if satisfactory, have **both** originals executed by City of High Point within sixty days and return to me for execution by the Department of Transportation.

If you have any questions, please contact myself or Donnie Huffines at (336)487-0000.

Sincerely,


J. M. Mills, PE
DIVISION ENGINEER

JMM/drh
Enclosures

cc: J. B. Wall, PE, w/enc.
file, w/enc.

RECEIVED
SEP 23 2015

Public Service Dept.
RECEIVED
SEP 25 2015
Public Service Dept.

NORTH CAROLINA
GUILFORD COUNTY

CONSTRUCTION MAINTENANCE AGREEMENT

DATE: 7/22/2015

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

AND

WBS Element: 7.204111B

CITY OF HIGH POINT

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

WITNESSETH:

WHEREAS, the Department has plans to make certain street and highway constructions and improvements under Project 7.204111B, in Guilford County; and,

WHEREAS, the Department and the Municipality are authorized by the following legislation, as applicable: G.S. 136-66.1 and 136.66.3 to participate in the planning and construction of a project approved by the Board of Transportation for the safe and efficient utilization of transportation systems for the public good; and,

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

NOW, THEREFORE, in consideration of the premises and the benefits accruing to the Department and the Municipality as the result of the construction of the Project it is agreed as follows:

SCOPE OF THE PROJECT

1. The Project consists of providing an asphalt overlay on a small portion of SR 1907 (Daveler Road) from SR 1820 (Skeet Club Rd) to the City limits. The Municipality will construct the work within the existing right of way.

Agreement ID # 5860

RECEIVED
1 SEP 28 2015
Public Service Dep

RECEIVED
SEP 05 2015
Public Service Dept.

FUNDING

2. Upon completion of the work, the Municipality may bill the Department for the actual costs. The estimated cost is \$2,500. Reimbursement to the Municipality shall be made upon approval of said invoice by the Division Engineer and the Department's Financial Division.

MAINTENANCE

3. Upon completion of the Project, only those improvements within the state owned right of way shall be considered on the State Highway System and owned and maintained by the Department.

ADDITIONAL PROVISIONS

4. It is the policy of the Department not to enter into any agreement with another party that has been debarred by any government agency (Federal or State). The Municipality certifies, by signature of this agreement, that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by a Federal or State Department or Agency.
5. By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor).

IT IS UNDERSTOOD AND AGREED that the approval of the project by the Department is subject to the conditions of this Agreement.



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

ATTEST:

CITY OF HIGH POINT

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

Approved by _____ of the local governing body of the City of High Point as

attested to by the signature of Clerk of said governing body on _____ (Date)

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

Federal Tax Identification Number

(SEAL)

Remittance Address:

City of High Point

DEPARTMENT OF TRANSPORTATION

BY: _____

(CHIEF ENGINEER)

DATE: _____

PRESENTED TO BOARD OF TRANSPORTATION ITEM O: _____



CITY OF HIGH POINT

AGENDA ITEM

**Title: 125 ft. Bucket Truck****From:** Garey S. Edwards, Electric Utilities Director**Meeting Date:** November 2, 2015**Public Hearing:** N/A**Advertising Date /****Advertised By:** N/A**Attachments:** Scott Powerline & Utility Equipment Quote

PURPOSE:

To replace a 15 year old, 100 ft. bucket truck used by the Electric Department.

BACKGROUND:

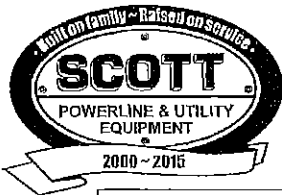
The Electric Department currently uses a 100 ft. bucket truck to build/maintain the 26 miles of transmission lines on the system. This truck is 15 years old and we are having maintenance issues with the unit as parts are becoming difficult to find. Also, the current NESC code is requiring taller poles, which exceed the current reach of our existing 100 ft. truck. With the old truck experiencing maintenance problems and 100 ft. plus poles we are required to work on, we have spent tens of thousand dollars in rental fees, over the past few years.

**BUDGET IMPACT:**

The Electric Fund will increase by \$124,000, since the equipment savings of \$95,000 is already appropriated within the fund. A transfer will be made from the Electric Fund to the Fleet Replacement Fund in the amount of \$219,000. The Fleet Replacement Fund appropriation will increase by the total amount of \$540,000, \$321,000 from Fleet Replacement Fund balance and \$219,000 from the Electric Fund transfer. Sufficient funds are available in both funds.

RECOMMENDATION / ACTION REQUESTED:

Council is requested to approve this purchase of the aerial bucket truck and authorize the appropriate city official to execute all necessary documents.



"The Power To Get
Your Job Done"

3018 Harvester Drive P O Box 4008
Monroe, Louisiana
71211-4008
Ph 318-388-9269 Fax 318-388-9383
Internet www.scottpowerline.com

Ship to

SAME AS BELOW

Estimate For

HIGH POINT ELECTRIC UTILITIES
816 EAST GREEN DR
HIGH POINT, NC 27260

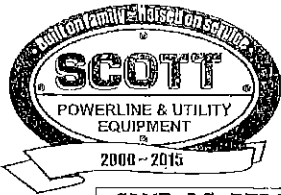
Branch 77 - POWERLINE		
Date 09/23/2015	Time 11:52:40 (O)	Page 1
Account No HIGH011	Phone No 0000000000	Estimate No 000015
Ship Via	Purchase Order	
Sales Tax License No	Federal Exemption No	
JONATHAN PARKER		Salesperson P01

ESTIMATE

Description ** Q U O T E ** EXPIRY DATE: 09/30/2015 Amount

VISIT OUR BOOTH 3726 AT ICUEE EXPO-SEPT 29-OCT 1, 2015-LOUISVILLE, KY
BUILT ON FAMILY - RAISED ON SERVICE - AVAILABLE 24/7 - 318-355-5080
Stock #: 204479 Serial #: 2150454436 540000.00
NEW TEREX HI-RANGER TM-125
***PRICE INCLUDES REMOVING CORONA RING, VOLTAGE METER, &
ALUMINUM LINER. PRICE ALSO INCLUDES PROVIDING/INSTALLING
INTENSIFIER, HOSES & REMOTES FOR INTENSIFIER, AND A VERTICAL
COMPARTMENT WITH HOOKS TO EACH SIDE OF THE TRUCK 46" X 30"
X 18"***
MTD ON INTERNATIONAL
TRI-DRIVE
FEATURES INCLUDE:
* SINGLE STICK UPPER
CONTROLLER
* 125' WORKING
HEIGHT
* 52' SIDE REACH
* PLATFORM LEVELING
AND ROTATION
* OUTRIGGER MOTION
ALARM
* HYD TOOL OUTLET AT
PLATFORM
* HYD JIB AND WINCH
W/ 1,500LB CAPACITY
MOUNTED ON A 2015
INTERNATIONAL 7600
TRI-DRIVE
* NAVISTAR N13 430HP
ENGINE
* ALLISON AUTO
* 72,998 GVWR
* FET INCLUDED

This estimate is not a final invoice. Final invoice is subject to change.



"The Power To Get
Your Job Done"

3018 Harvester Drive P O Box 4008
Monroe, Louisiana
71211-4008
Ph 318-388-9269 Fax 318-388-9383
Internet www.scottpowerline.com

Ship to

SAME AS BELOW

Estimate For

HIGH POINT ELECTRIC UTILITIES
816 EAST GREEN DR
HIGH POINT, NC 27260

Branch 77 - POWERLINE		
Date 09/23/2015	Time 11:52:40 (O)	Page 2
Account No HIGH011	Phone No 0000000000	Estimate No 01
Ship Via	Purchase Order	
Sales Tax License No	Federal Exemption No	
JONATHAN PARKER		Salesperson P01

ESTIMATE

Description ** Q U O T E ** EXPIRY DATE: 09/30/2015 Amount
3HTGTSNT1GN742481

Sale # 01 Subtotal: 540000.00
TOTAL: 540000.00

Authorization: _____ Subtotal: 540000.00
Quote Total: 540000.00

This estimate is not a final invoice. Final invoice is subject to change.

CITY OF HIGH POINT

AGENDA ITEM

**Title: Modification to Homebuyer Assistance Programs****From:** Michael E. McNair, Director**Meeting Date:** November 2, 2015**Public Hearing:** N/A**Advertising Date /****Advertised By:****Attachments:** NCHFA DPA program flyer

PURPOSE:

Modify CHP down payment assistance programs to emulate and leverage the state's new DPA program. The program modifications are designed to encourage home buying in the Core-City at all income levels. Consequently, the modifications would only apply to homes purchased in the Core-City. Program enhancements:

- Will pertain to all down payment assistance provided by CHP in the Core-City;
- Provide deferred 5 year loans that are forgiven at a rate of 20% per year;
- Provide assistance of \$7,500 regardless of loan size;
- Homebuyers eligible for HUD funded assistance can combine the two programs;
- Homebuyers eligible for the Core-City Homebuyer Assistance Program can combine with the state program; and
- Homebuyers with household incomes above the state's or HUD's income caps can still access \$7,500 through the Core-City Homebuyer Assistance Program.

Changes can be made immediately upon Council approval.

BACKGROUND:

The NC Housing Finance Agency has announced a new down payment assistance program that provides \$15,000 DPA per income eligible household regardless of loan size but the maximum purchase price is \$245,000. The program is only available in 5 counties (Cabarrus, Cumberland, Guilford, Johnston and Mecklenburg). Funding is sourced from the NC Hardest Hit Fund.

BUDGET IMPACT:

None, the program will utilize existing appropriated resources (HUD and General Fund).

RECOMMENDATION / ACTION REQUESTED:

The Community Development and Housing Department recommends approval of the modifications to the down payment assistance programs and that the appropriate City official and/or employee be authorized to execute all necessary documents.



Buying your first home?

You may qualify for \$15,000 in help.

If you are buying a home in Cabarrus, Cumberland, Guilford, Johnston or Mecklenburg counties, you may be eligible for \$15,000 in down payment assistance in the form of a five-year, deferred loan at zero interest. Even better, stay in your home for five years and you won't need to repay the down payment loan — it is forgiven at 20% per year for each full year you live in the home.

Down payment loans are offered by the N.C. Housing Finance Agency to be used in combination with the Agency's 30-year, fixed-rate N.C. Home Advantage Mortgage™.

First-time buyers also may benefit from a Mortgage Credit Certificate (MCC), which provides a federal tax credit of up to \$2,000 a year. Ask your lender for details.

Am I eligible?

You may qualify for the \$15,000 down payment assistance if:

- You are a first-time home buyer (or have not owned a home in the past three years)
- Your income does not exceed certain limits (see chart on back)
- You purchase an existing home below \$245,000
- You buy in one of the five targeted counties
- Your credit score is 640 or higher
- You complete an in-person or online home buyer education course. Contact your lender for recommendations.

How do I begin?

To find a participating lender near you, go to the Home Buyer section at www.nchfa.com or call 1-800-393-0988.

The special \$15,000 down payment assistance for first-time homebuyers is funded through the U.S. Department of the Treasury's Hardest Hit Fund®. The five counties were chosen to support homeownership in areas that experienced especially high rates of foreclosure during the recent recession.

www.nchfa.com • 1-800-393-0988

NORTH CAROLINA

**HOUSING
FINANCE
AGENCY**

The N.C. Housing Finance Agency, a self-supporting state agency, has helped more than 83,000 North Carolinians purchase a home. It offers the N.C. Home Advantage Mortgage™ with up to 5% down payment assistance statewide for first-time and move-up buyers. Mortgage Credit Certificates are also available statewide for first-time buyers.



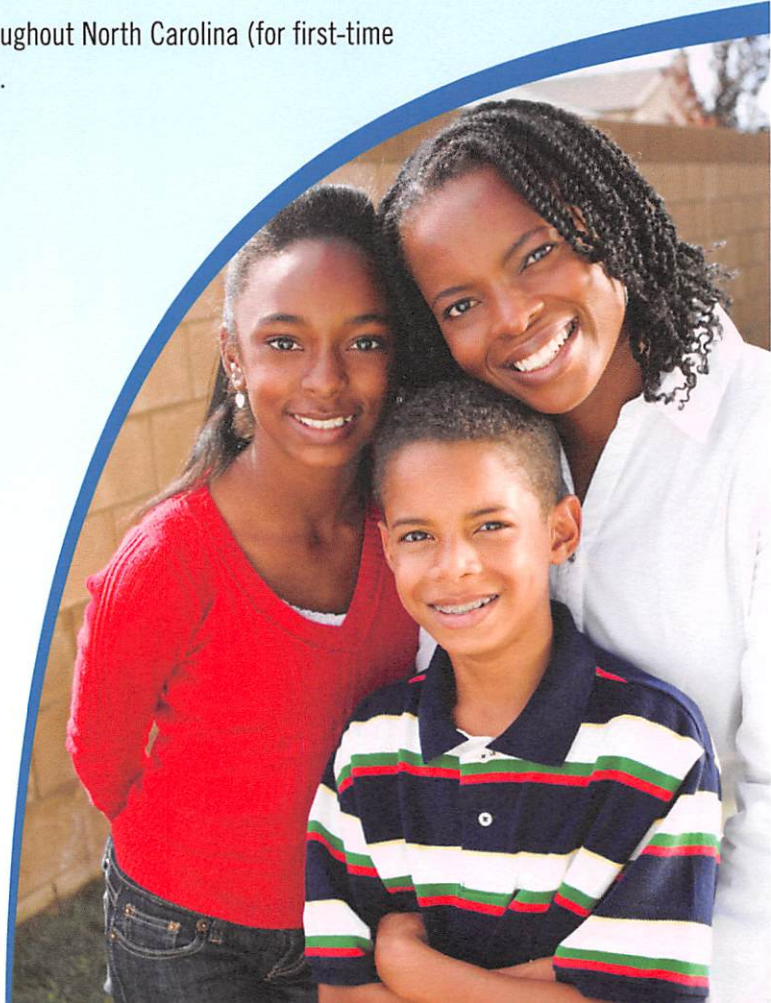
Maximum Qualifying Income

County	Household Size	
	1-2 Persons	3+ Persons
Cabarrus	\$67,000	\$77,000
Cumberland	\$62,000	\$71,000
Guilford	\$67,500	\$78,000
Johnston	\$76,000	\$85,000
Mecklenburg	\$67,000	\$77,000

Applying for an N.C. Home Advantage Mortgage™ with the \$15,000 down payment assistance is easy. Once you complete your application, your lender will submit it along with normal income documentation to us. In most cases, we'll review your loan for approval in less than 24 hours.

If you are not purchasing a home in one of the five targeted counties or are not a first-time buyer, you still may be eligible for down payment help. Down payment assistance up to 5% of the loan amount is available statewide with the N.C. Home Advantage Mortgage™ to eligible move-up as well as first-time buyers with incomes at or below \$87,500.

Mortgage Credit Certificates are also available throughout North Carolina (for first-time home buyers only). Learn more at www.nchfa.com.



CITY OF HIGH POINT AGENDA ITEM



Title: Transit Bus Replacement Order

From: Mark McDonald, Director of Transportation

Meeting Date: November 2, 2015

Public Hearing: N/A

**Advertising Date /
Advertised By:**

Attachments: Formal Bid Recommendation

PURPOSE:

Award a contract in the amount of \$6,862,109.73 to New Flyer Industries for the purchase of 14 35' low floor buses to replace 14 of the buses in the current fleet that have met their useful life.

BACKGROUND:

The City of High Point was a party to a consortium bid for the purchase of buses. The Piedmont Authority for Regional Transportation (PART) served as the lead agency. The procurement was competitively bid seeking the lowest, responsive bid from a responsible party. Three bus manufacturers attended the pre-bid meeting, however only two (2) manufacturers – New Flyer Industries, Inc. and Gillig Corporation – submitted bids. New Flyer Industries, Inc. was the lowest, responsive, responsible bidder meeting the specifications.

BUDGET IMPACT:

\$7,000,000 has been budgeted for this procurement in account 441999 532302 441163157345 R1202.

New vehicles with warranty coverage will significantly reduce fleet maintenance costs for the first 3 years after purchase.

RECOMMENDATION / ACTION REQUESTED:

Staff recommends awarding New Flyer Industries a contract for the purchase of 14 buses in the amount of \$6,862,109.73.



Figure 1: Picture of Similar Bus to be delivered



**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT: Transportation / Transit

COUNCIL AGENDA DATE: November 2, 2015

BID NO.: CONTRACT NO.: DATE OPENED:

DESCRIPTION:

Purchase of 14 new low floor transit buses and associated special tools and spare parts.

PURPOSE:

These new vehicles will replace 14 of the 15 current buses that have met their useful life.

COMMENTS:

The City of High Point was a party to a consortium bid for the purchase of buses. The Piedmont Authority for Regional Transportation (PART) served as the lead agency. The procurement was competitively bid seeking the lowest, responsive bid from a responsible party.

RECOMMEND AWARD TO: New Flyer Industries, Inc AMOUNT: \$6,862,109.73

JUSTIFICATION:

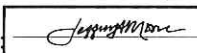
New Flyer Industries was the lowest, responsive, responsible bidder meeting the specifications.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
441999	532302	441163157345	R1202	\$7,000,000.00
TOTAL BUDGETED AMOUNT				\$7,000,000.00

DEPARTMENT HEAD: Mark V. McDonald Digitally signed by Mark V. McDonald
DN: cn=Mark V. McDonald, o=City of High Point, ou=Transportation
Department, email=mark.mcdonald@highpointnc.gov, c=US
Date: 2015.10.23 13:54:30 -0400 DATE: Oct 23, 2015

The Purchasing Division concurs with recommendation submitted by the Transportation Dept and recommends award to the lowest responsible, responsive bidder New Flyer Industries in the amount of \$ 6,862,109.73.

PURCHASING MANAGER: Tarinda Chappell Digitally signed by Tarinda Chappell
DN: cn=Tarinda Chappell, o=City of High Point, ou=Purchasing,
email=tarinda.chappell@highpointnc.gov, c=US
Date: 2015.10.23 14:19:45 -0400 DATE: Oct 23, 2015

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR:  Digitally signed by Jeffrey A. Moore
DN: cn=Jeffrey A. Moore, o=City of High Point, NC,
ou=Financial Services Director,
email=jfmoore@highpointnc.gov, c=US
Date: 2015.10.23 15:35:03 -0400 DATE: Oct 23, 2015

CITY MANAGER: Greg Demko Digitally signed by Greg Demko
DN: cn=Greg Demko, o, ou, email=greg.demko@highpointnc.gov,
c=US
Date: 2015.10.23 15:50:56 -0400 DATE: Oct 23, 2015

CITY OF HIGH POINT AGENDA ITEM



Title: 2015 Federal Agenda

From: Jennifer Imo, The Ferguson Group

Meeting Date: November 2, 2015

Public Hearing: N/A

**Advertising Date /
Advertised By:**

Attachments: Agenda

PURPOSE:

To approve the 2015 Federal Agenda as proposed by Jennifer Imo, the City's lobbyist, with The Ferguson Group.

BACKGROUND:

The Federal Agenda has been reviewed and approved by all city departments and is now ready for City Council approval.

BUDGET IMPACT:

N/A

RECOMMENDATION / ACTION REQUESTED:

Council is requested to approve the 2015 Federal Agenda as proposed by The Ferguson Group.



CITY OF HIGH POINT, NORTH CAROLINA DRAFT 2015 FEDERAL AGENDA

PROJECT/ISSUE	ACTION ITEM
PUBLIC SAFETY	
Domestic Violence Initiative	Continue to promote High Point's Domestic Violence Initiative, which focuses on controlling the chronic domestic violence offender. Funding opportunities: • Department of Justice's (DOJ) COPS Hiring Program. • Various grant programs within DOJ's Office of Violence Against Women and Office of Justice Programs.
Fire Equipment	Pursue federal assistance for various equipment needs. Funding opportunities: • FEMA's Assistance to Firefighter Grant Program (\$1.1M grant for SCBAs awarded on July 10, 2015). • Firehouse Subs (applications due September 4 and December 4, 2015).
Firefighter Health, Wellness and Safety	Pursue federal assistance for an alert system at the fire houses and generators at five fire stations. Funding opportunities: • FEMA's Fire Prevention and Safety Grant Program (applications due April 2016). • Firehouse Subs

ECONOMIC DEVELOPMENT	
Core City	Pursue federal assistance for targeted revitalization efforts in the Daniel Brooks Housing Community and the Washington Street District. Funding opportunities: • Department of Housing and Urban Development's (HUD) Promise Zone designation. (High Point not successful in previous round; next application due December 2015.) • Environmental Protection Agency's Brownfields Clean-Up Grant (to follow up on the \$400,000 brownfields assessment grant secured by the City; applications due December 2015.)
HUD Section 108 Funding Flexibility	Pursue additional Section 108 loan funds for development projects above the current cap, which is five times the City's Community Development Block Grant (CDBG) entitlement.
ENERGY AND ENVIRONMENT	
Weatherization	Work with the State Energy Office and U.S. Department of Energy to get the City of High Point designated as a weatherization provider.
Water and Wastewater Infrastructure	• Monitor opportunities to secure funds for large infrastructure projects under WIFIA. • Secure assistance for stormwater improvements throughout the City. - o U.S. Army Corps of Engineers for stream restoration - o NCDENR Clean Water State Revolving Loan Fund
Compost Facility	Pursue assistance for a compost facility. Funding opportunities: • NCDENR's Organics Recycling Waste Grants program. • The Closed Loop Fund

TRANSPORTATION AND INFRASTRUCTURE	
Transportation Reauthorization	Support a six year bill that increases local control of federal transportation spending, requires competitive applications for Transportation Alternatives Program funds, increases funding for public transit needs, and funds off-system (local) bridges.
High Point Greenways	Pursue federal assistance to complete the High Point Greenways project. Funding opportunities: • DOT's TAP. • DOT's Congestion Mitigation and Air Quality Program.
Westchester Park	Pursue federal assistance for infrastructure development at Westchester Park. Funding opportunities: • DOT's TAP. • Various foundation grants for parks and recreation.
OTHER PRIORITIES	
Financing	Oppose efforts to repeal tax-exempt municipal bonds as part of comprehensive tax reform.
Online Sales Tax Legislation	Support passage of legislation that would grant state and local governments the authority to collect taxes on internet and mail-order sales.
FY 2016 Budget and Appropriations	Support full funding for the following programs: • Community Development Block Grant • HOME Investment Partnership Program • Byrne Justice Assistance Grants • Land and Water Conservation Fund Stateside Assistance Program
Grants	Pursue relevant federal, state and foundation grant opportunities and secure congressional support for same.

CITY OF HIGH POINT

AGENDA ITEM



Title: Appointment – Theatre Advisory Board – Clay Fielding

From: Council Member Alexander – At large

Meeting Date: November 2, 2015

Public Hearing: N/A

**Advertising Date /
Advertised By:**

Attachments: Bio

PURPOSE:

To appoint Clayton Fielding to the Theatre Advisory Board.

BACKGROUND:

Council Member Latimer Alexander is recommending the appointment of Clay Fielding to the Theatre Advisory Board.

BUDGET IMPACT:

N/A

RECOMMENDATION / ACTION REQUESTED:

Council is requested to confirm the appointment of Clay Fielding to the Theatre Advisory Board as Council Member Alexander's At-large appointment. Appointment is effective immediately and will expire June 1, 2018.

High Point, North Carolina

Submit Date: Jul 02, 2015

Application for Appointment to Boards and Commissions

Status: submitted

Profile

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.

CLAY

First Name

FIELDING

Last Name

caftano88@gmail.com

Email Address

2632 DANDELION DR

Street Address

Suite or Apt

HIGH POINT

City

NC

State

27265

Postal Code

Within High Point Corporate Limits

Please select your residency status.

Mobile: (917) 723-7649

Primary Phone

Alternate Phone

DEPT OF PUBLIC SAFETY

Employer

Which Boards would you like to apply for?

Theatre Advisory Commission

6

Ward you reside in?

Interests & Experiences

Please tell us about yourself and why you want to serve.

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

August 2015 will be eight (8) years since my family and myself have relocated to High Point. During that time I have become a Deacon at Greater Frist United Baptist Church. I serve as the deacon assigned to the choirs

and coordinate the Drama Ministry of the church. For the last three years I have volunteered and coached the sprinters of High Point Christian Academy's track team. Being a jazz and music lover, I volunteered during the first two years of the John Coltrane Jazz Festival (missing the last two due to family illness and death). I am a published/performing poet and have a love of the arts. I believe that my willingness to serve will be of help to the board.

[resume1-1.rtf_2.rtf](#)

Upload a Resume

Have you participated in Leadership High Point?

☐ Yes ☒ No

If yes, please list the year in which you participated in Leadership High Point:

Male

Gender

Applications will be retained and active for a two-year period

CLAY A. FIELDING
2632 Dandelion Dr
High Point, NC 27265
(917 723 7649)
caftano@aol.com

WORK EXPERIENCE:

PROBATION/PAROLE OFFICER, NORTH CAROLINA
(NOVEMBER 2007 - PRESENT)

DUTIES: SUPERVISE MALE AND FEMALE CLIENTS. REFER FOR TREATMENT AND COUNSELING. CONDUCT HOME VISITS, OFFICE REPORTS, INVESTIGATIONS AND INTERVIEWS. WRITE REPORTS AND TESTIFY IN COURT.
PERIODIC TRAINING ON EVIDENCE BASED PRACTICES.

SENIOR PAROLE OFFICER/PAROLE OFFICER, NEW YORK STATE
(SEPTEMBER 1987 - SEPTEMBER 2007)

DUTIES: SUPERVISE A UNIT OF 6 - 10 OFFICERS. REVIEW REPORTS/INVESTIGATIONS. CONDUCT INTERVIEWS, HOME VISITS AND REPORTS. ORGANIZE MEETINGS/GROUPS. ADJUNCT INSTRUCTOR - USE OF FORCE, SELF DEFENSE. TESTIFY AT HEARINGS. PUBLIC SPEAKER. PREPARE REPORTS AND ANALYSIS.
SUPERVISE SPECIALIZED CASELOADS: WOMEN; SEX OFFENDERS; ABSCONDERS. LIAISON WITH AGENCIES PROVIDING SERVICES TO CLIENTS. CONDUCT CASELOAD CONFERENCES.

CHILD PROTECTIVE SERVICES, NEW YORK CITY
(MAY 1984 - SEPTEMBER 1987)

DUTIES: INVESTIGATE ALLEGATIONS OF ABUSE/NEGLECT. PROVIDE REFERRALS FOR SERVICES AND TREATMENT. TESTIFY IN COURT AND HEARINGS. WRITE REPORTS.

TEACHER, NEW YORK CITY
(SEPTEMBER 1981 - MAY 1984)

DUTIES: TEACH THIRD GRADE STUDENTS - BASICS OF MATH, ENGLISH AND HISTORY.

EDUCATION:

PROJECT BOARD DEVELOPMENT - UNITED WAY AFRICAN AMERICAN INITIATIVE - 2013

H.H. LEHMAN COLLEGE, NY: DEGREE: B.A. (LIBERAL ARTS) 1980

SAMUEL J. TILDEN, N.Y: DIPLOMA: LAW POLITICS AND COMMUNITY AFFAIRS - 1976

SERVICE: DEACON, ASST. TRACK COACH, MENTOR.

INTERESTS: PUBLISHED/PERFORMING POET, PUBLIC SPEAKER/INSTRUCTOR.

CITY OF HIGH POINT

AGENDA ITEM



Title: Disaster Related Debris Recovery Agreement

From: Terry Houk – Public Services Director
Robby Stone – Public Services Asst. Director

Meeting Date: November 2, 2015

Public Hearing: N/A

Advertising Date: N/A

Advertised By: N/A

Attachments: Attachment A – Municipal Agreement
Attachment B – City of High Point Map
Attachment C – List of NCDOT Roads within City Limits

PURPOSE:

The City Council approved a contract in a pro-active stance to prepare for any potential storms that would warrant removal of large quantities of vegetative storm debris. The selected vendor recommended obtaining a Municipal Agreement with the NCDOT for collection of debris along local NCDOT streets within the municipal limits.

BACKGROUND:

The City of High Point has experienced ice storms, tornados and other events that have resulted in large quantities of vegetative debris over the past years. The most recent March 2014 ice storm resulted in collection of over 16,000 tons of vegetative storm debris. City forces, mutual aid and the general public worked diligently for months cleaning up after this storm. The vegetative storm debris contract will assure a timely clean-up and response in the event of a storm. This Municipal Agreement will allow the city and/or its vendor to perform storm debris clean-up along local NCDOT streets within the municipal limits.

BUDGET IMPACT:

There are no financial obligations with this municipal agreement.

RECOMMENDATION / ACTION REQUESTED:

The Public Services Department recommends approval of this Municipal Agreement and requests that City Council authorize the appropriate City Official to execute all necessary documents.



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

PAT MCCRORY
GOVERNOR

ANTHONY J. TATA
SECRETARY

July 6, 2015

Greg Demko, City Manager
City of High Point
P.O. Box 230
11 South Hamilton Street
High Point, NC 27261

SUBJECT: Disaster Related Debris Recovery Agreement ID #5821

Dear Mr. Demko,

Enclosed are two originals of the Municipal Agreement for a Disaster Related Debris Recovery Agreement within the municipal jurisdiction. As described in the Agreement, High Point will be able to remove and dispose of disaster related debris on all released State System Roads and FEMA will be able to provide reimbursement for emergency services to the City.

After approval and signatures by the appropriate authorities, please return both originals to me at the mailing address below. One fully executed agreement will be sent back to you for your records.

You can reach me at labillington@ncdot.gov or (919)707-6628 if there are any questions.

Sincerely,

A handwritten signature in blue ink that reads "Lee Ann Billington".

Lee Ann Billington, Contract Officer
Local Programs Management Office
1595 Mail Service Center
Raleigh, NC 27699-1595

Enclosures (2)

cc: Emily McGraw, PE, State Maintenance Operations Engineer
Becca Jackson, State Maintenance Office Staff Engineer

MAILING ADDRESS:
NC DEPARTMENT OF TRANSPORTATION
TRANSPORTATION PROGRAM MANAGEMENT
1595 MAIL SERVICE CENTER
RALEIGH NC 27699-1595

TELEPHONE: 919-707-6600
FAX: 919-212-5711
WEBSITE:
WWW.NCDOT.GOV

LOCATION:
CENTURY CENTER COMPLEX
ENTRANCE B-1
1020 BIRCH RIDGE DRIVE
RALEIGH NC

**STATE OF NORTH CAROLINA
WAKE COUNTY**

SPECIAL AGREEMENT

between

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

and

City of High Point

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

WITNESSETH:

WHEREAS, this AGREEMENT is made on the last date signed below between the Department and the Municipality for the emergency removal of disaster related debris during a State of Disaster or Imminent Threat of Disaster and/or a State of Emergency declared pursuant to the North Carolina General Statutes, Chapter 14 and Chapter 166A; and,

WHEREAS, during a declared State of Disaster or Imminent Threat of Disaster which implements the North Carolina Emergency Operations Plan, hereinafter referred to as "the NCEOP", the Department may be called upon to perform certain functions, including the removal of debris from the right of way of public roads and streets, pursuant to the NCEOP; and the Robert T. Stafford Disaster Relief and Emergency Assistance Act, herein referred to as the "Stafford Act", as it relates to this AGREEMENT; and,

WHEREAS, in certain instances, the Moving Ahead for Progress in the 21st Century Act, hereinafter referred to as "MAP-21," allows the Federal Emergency Management Agency, hereinafter referred to as "FEMA," to reimburse for debris removal on Federal Highway Administration, hereinafter referred to as "FHWA," routes; and,

WHEREAS, the Municipality has requested and the Department is in agreement that it be allowed the opportunity and responsibility to perform certain Department functions as set forth in the NCEOP, in order to assure that its citizens are served and protected; and,

WHEREAS, the Parties have conferred as to the best methods and practices to allow the Municipality to assume these responsibilities;

NOW, THEREFORE, the Parties hereto, each in consideration of the promises and undertakings of the other as herein provided, do hereby covenant and agree, each with the other, as follows:

DEFINITIONS

1. For purposes of this AGREEMENT, the following definitions shall apply:
 - A. "State Routes" shall mean those roads maintained by the Department on the National Highway System, including US and NC Routes and Secondary Routes that are identified by a four-digit State Route (SR) number.
 - B. The term "disaster related debris" shall be such debris for which removal costs are considered eligible for reimbursement by FEMA during a particular State of Disaster, Imminent Threat of Disaster or State of Emergency.

DESCRIPTION OF WORK

2. The Municipality shall remove and dispose of disaster related debris on all released State Routes. In so doing, the Municipality shall comply with all State and Federal policies, guidance, and requirements regarding procurement, storm debris removal, monitoring and disposal including landfill quantity calculations and site disposal costs.
3. The Municipality shall remove all disaster related debris even if such removal requires multiple passes on a particular route and shall continue until the mutually agreed upon completion date. All work pursuant to this AGREEMENT shall be completed to the satisfaction of the Department's Division Engineer of the Transportation Division in which Municipality is located. The Division Engineer's decision as to the completeness of the work shall be final.

TIME FRAME

4. This AGREEMENT shall remain in effect for five (5) years from the date execution included herein. This AGREEMENT may be extended for two (2) additional years, contingent upon the availability funds, if mutually agreed upon in writing by the Parties. On behalf of the Municipality, extensions may be authorized and executed by the City Manager or other official as designated without further resolution of the Municipality.
5. All work pursuant to this AGREEMENT shall be completed by a date mutually agreed to by DEM, FEMA, the Department and Municipality.

REIMBURSEMENT FOR ELIGIBLE COSTS

6. The Municipality shall apply directly to FEMA for reimbursement of eligible debris removal costs in accordance with the rules, regulations and procedures of those agencies for such debris removal at that time. Any reimbursement must be governed by the current rules, regulations and procedures of those agencies for the specific State of Disaster, Imminent Threat of Disaster or State of Emergency, and the Department shall not be responsible for any portion of reimbursement costs whatsoever to Municipality.

PROCEDURES FOR REMOVAL OF DISASTER RELATED DEBRIS

7. During a State of Disaster or Imminent Threat of Disaster and/or a State of Emergency declared pursuant to Chapters 14 and 166A of the North Carolina General Statutes and upon a determination by the Parties that is desirable that Municipality be responsible for removal of debris from the right of way of State Routes, the Municipality shall submit a completed ***Request Release of State System Roads***, Form SSR-01, (see Appendix A) to the Department's Division Engineer. This request, if approved, will release the identified State Routes to the Municipality for disaster related debris removal.
8. The Department will review the Municipality's ***Request Release of State System Roads***, Form SSR-01 and respond in writing indicating whether the Department has approved or denied the request from the Municipality for removal of disaster related debris under the terms of this AGREEMENT. If approved, this action will be considered the Municipality's "Notice to Proceed" with the work.
9. When the Municipality is approved for the removal of disaster related debris on State Routes under the terms of this AGREEMENT, the Municipality will be responsible for complying with all Department rules, regulations and procedures including, but not limited to, safety, insurance, and traffic control in accordance with the Manual on Uniform Traffic Control Devices when undertaking the work.
10. The Municipality shall provide a written report to the Department's Division Engineer that includes a detailed description and quantities of the work accomplished for each Notice to Proceed issued by the Department within sixty (60) days of the completion of the work.
11. The Municipality shall be responsible for repair of any damages to the state maintained rights of way, which may be caused by debris removal operations undertaken pursuant to this AGREEMENT. All repairs shall be completed to the satisfaction of the Department's Division Engineer of the Transportation Division in which the Municipality is located. The Division Engineer's decision as to the completeness of the work shall be final.

PRINCIPAL REPRESENTATIVE

12. To provide consistent and effective communication between the Parties, each Party shall appoint a Principal Representative to serve as its central point of contact responsible for coordinating and implementing this AGREEMENT. Any notices required by this AGREEMENT shall be in writing and shall be personally delivered or sent by United States mail, First Class postage pre-paid to ensure delivery to the Parties, respectively, at the following addresses, unless a Party has been notified in writing by the other of a change of address:

To the Department:

Michael L. Holder, P.E.
Chief Engineer
North Carolina Department of Transportation
1501 Mail Service Center
Raleigh, North Carolina 27699-1501

To the Municipality:

Greg Demko, City Manager
City of High Point
P.O. Box 230
211 South Hamilton Street
High Point, NC 27261

ADDITIONAL PROVISIONS

13. This AGREEMENT may be amended at any time by mutual agreement of the Parties by a written Supplemental Agreement approved and signed by the Parties.
14. This AGREEMENT may be terminated by either Party upon submission of a thirty (30) day advance written notice of termination to the other Party, except in instances where there is active debris removal. In these instances where active debris removal is ongoing, the termination will be effective no sooner than thirty (30) days after the completion of all active debris removal already underway.
15. This AGREEMENT is solely for the benefit of the identified Parties to the AGREEMENT and is not intended to give any rights, claims, or benefits to third parties or to the public at large.
16. The Municipality shall comply with Title VI of the Civil Rights Act of 1964 (Title 49 CFR, Subtitle A, Part 21). Title VI prohibits discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.
17. It is the policy of the Department not to enter into any agreement with parties that have been debarred by any government agency. By execution of this AGREEMENT, the Municipality certifies, that neither it nor its agents or contractors performing work included in this AGREEMENT are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by a governmental department or agency.
18. The Municipality shall certify to the Department compliance with all State laws and regulations and ordinances that are applicable to the County in connection with the work included in this AGREEMENT and shall indemnify the Department against any fines,

assessments or other penalties resulting from noncompliance by the Agency or any entity performing work included in this AGREEMENT under contract with the Municipality.

19. The Municipality is solely responsible for all agreements, contracts, and work orders entered into or issued by the Municipality for the work included in this AGREEMENT. The Department is not responsible under this AGREEMENT for any expenses or obligations incurred for the work included in this AGREEMENT.
20. The Municipality agrees to indemnify and hold harmless the Department, FHWA and the State of North Carolina for any and all claims for payment, damages and/or liabilities of any nature including damage or injury to persons or to private property occurring as a result of the debris removal activities asserted against the Department in connection with this AGREEMENT. The Department shall not be responsible for any damages or claims, which may be initiated by third parties.
21. In compliance with state policy, the Municipality shall have a Conflict of Interest Policy for its employees, in addition to the statutory conflict of interest restrictions applicable to its directors.
22. All terms and conditions of this AGREEMENT are dependent upon, and subject to, the allocation of funds for the purpose set forth in the AGREEMENT and the AGREEMENT shall automatically terminate if funds cease to be available.
23. The Municipality and its agents shall maintain all books, documents, papers, accounting records, Project records and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Municipality shall make such materials available at its office and shall require its agent to make such materials available at its office at all reasonable times during the contract period, and for five (5) years from the date of the final payment, for inspection and audit by the Department's Financial Management Section, the Office of State Management and Budget, the FHWA, or any authorized representatives of the Federal Government.
24. In accordance with OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations" (http://www.whitehouse.gov/omb/circulars_default) and the Federal Single Audit Act Amendments of 1996, the Municipality shall arrange for an annual independent financial and compliance audit of its fiscal operations. The County shall verify to the Department that the annual independent audit report has been completed within nine (9) months after the Municipality's fiscal year ends.
25. The Department must approve any assignment or transfer of the responsibilities of the Municipality set forth in this AGREEMENT to other parties or entities.
26. In no way shall it be construed or implied that either the Department or the Municipality is by this AGREEMENT intending to abrogate its obligation and duty to comply with the regulations promulgated under Federal and state law.
27. This AGREEMENT contains the entire agreement between the Parties and there are no understandings or agreements, verbal or otherwise, regarding this AGREEMENT except as expressly set forth herein.

28. The Parties hereby acknowledge that the individual executing the AGREEMENT on their behalf is authorized to execute this AGREEMENT on their behalf and to bind the respective entities to the terms contained herein and that he has read this AGREEMENT, conferred with his attorney, and fully understands its contents.
29. A copy or facsimile copy of the signature of any Party shall be deemed an original with each fully executed copy of this AGREEMENT as binding as an original, and the Parties agree that this AGREEMENT can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the AGREEMENT.
30. "By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor).

IT IS UNDERSTOOD AND AGREED that the approval of the Work by the Department is subject to the conditions of this AGREEMENT.

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

L.S. ATTEST:

CITY OF HIGH POINT

BY: _____ BY: _____

TITLE: _____ TITLE: _____

DATE: _____ DATE: _____

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

Approved by the City of High Point as attested to by the signature of _____,
Clerk of the _____ (Governing Board) on _____ (Date)

(SEAL)

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

(FINANCE OFFICER)

Federal Tax Identification Number

Remittance Address:

Greg Demko, City Manager
City of High Point
P.O. Box 230
211 South Hamilton Street
High Point, NC 27261

DEPARTMENT OF TRANSPORTATION

BY: _____

(CHIEF ENGINEER)

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____

Request Release of State System Roads

Requesting Applicant: _____

I. Release of all State System Roads
or
II. Selective State System Roads as Follows:

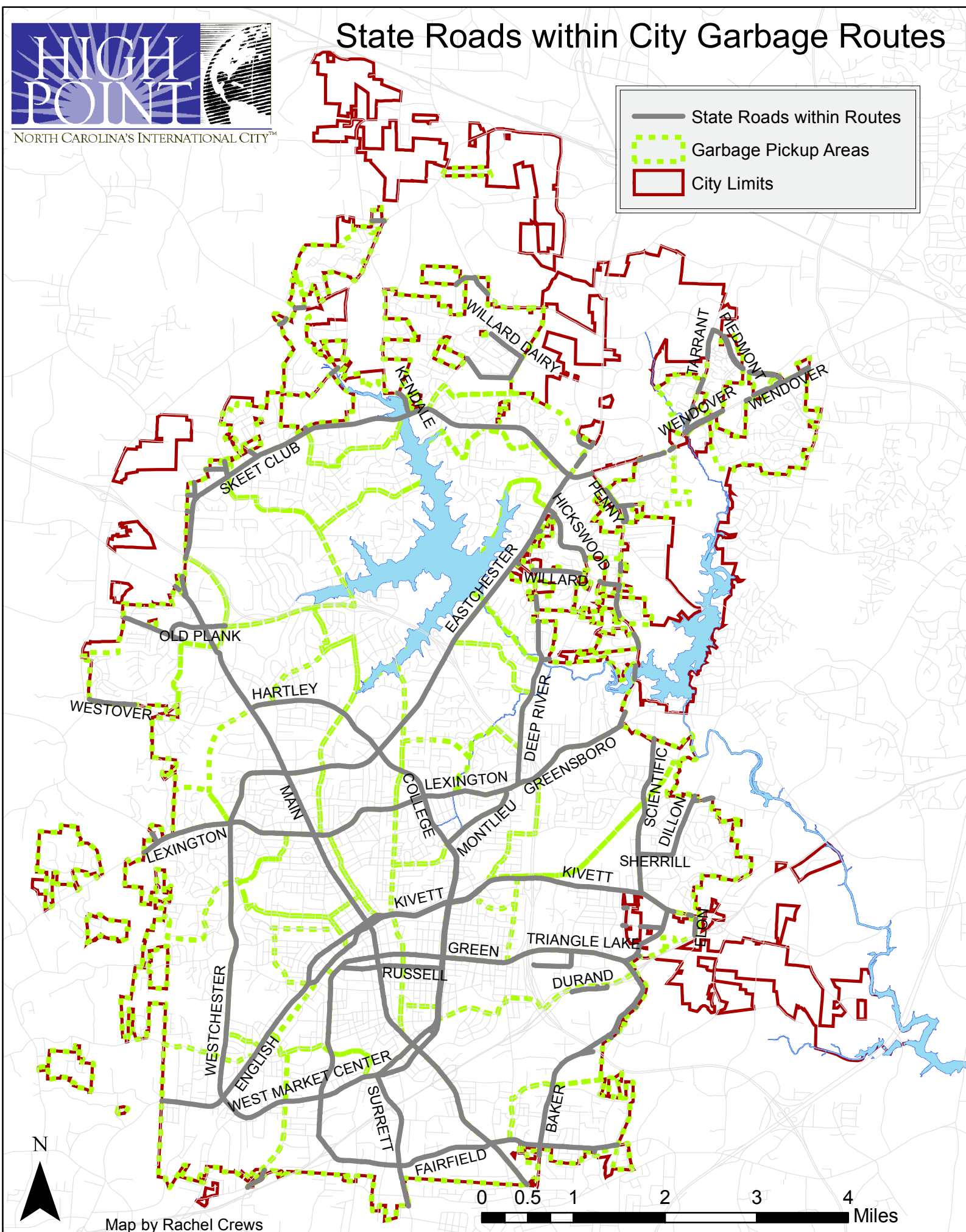
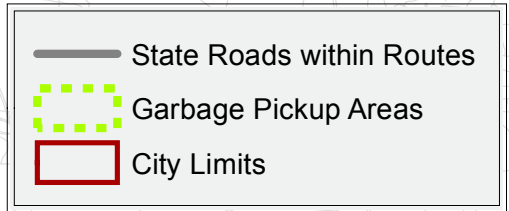
This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Local Government Designated Agent: _____

Date: _____

North Carolina Department of Transportation	
Release by:	_____
Title:	_____
Date:	_____

State Roads within City Garbage Routes



ID	Street	Approx. Length			Ownership
		From	To	(Miles)	
1	Baker Rd	City Limits (Near S Main St)	Triangle Lake Rd	4.20	State
2	Bales Chapel Rd	Dillon Rd	City Limits (Near Warwick Dr)	0.22	State
3	Bame Rd	City Limits (Near Sandy Ridge Rd)	Hedge Ln	0.15	State
4	Burguss Rd	City Limits	Dilworth Rd	0.22	State
5	Central Av	City Limits (Near Pinecroft St)	Dillon Rd	0.24	State
6	Clinard Farms Rd	City Limits (Near Walpole Rd)	City Limits (Near Barrow Rd)	0.67	State
7	Cox Av	Baker Rd	City Limits (Near Forest Shade St)	0.04	State
8	Deep River Rd	E Lexington Av	Eastchester Dr	2.02	State
9	Dillon Rd	Sherrill Av	City Limits (Near Bales Chapel Rd)	0.69	State
10	Dilworth Rd	Skeet Club Rd	City Limits (Near Rideworth Av)	0.17	State
11	Durand Av	Business I-85 N	Dead End	0.30	State
12	E Connector St	S College Dr	East Market Center Dr	0.07	State
13	E English Rd	N Main St	S Centennial St	0.30	State
14	E Fairfield Rd	City Limits (Near Akers Ct)	S Main St	1.42	State
15	E Green Dr	S Main St	Exit 71A I-74 W	1.96	State
16	E Hartley Dr	N Main St	Eastchester Dr	1.68	State
17	E Kivett Dr	N Main St	City Limits (Near Elon Pl)	5.66	State
18	E Lexington Av	N Main St	Five Points Pl	2.23	State
19	E Russell Av	S Main St	S College Dr	0.89	State
20	East Market Center Dr	S Main St	E Kearns Av	0.38	State
21	Eastchester Dr	N Main St	City Limits (Near Penny Rd)	5.36	State
22	Elon Pl	City Limits (Near E Kivett Ct)	Armory Dr	0.17	State
23	Ethel Av	Baker Rd	City Limits (Near Deborah Av)	0.05	State
24	Florence School Rd	City Limits (Near Penny Rd)	Horney Rd	0.21	State
25	Gable St	Prospect St	City Limits	0.18	State
26	Gardenia Ct	City Limits	Hickwood Rd	0.11	State
27	Greensboro Rd	City Limits (Near Penny Rd)	Five Points Pl	1.67	State
28	Haverly Dr	Eastchester Dr	City Limits	0.06	State
29	Hedgecock Rd	N Main St	City Limits (Near Chas Ct)	1.05	State
30	Hickory Chapel Rd	Dead End (Near US I-74)	Triangle Lake Rd	0.57	State
31	Hickwood Rd (Intermittent)	City Limits (Near Willard Rd)	Eastchester Dr	1.07	State
32	Horney Rd	Penny Rd	City Limits (Near dead end)	0.17	State
33	Jamac Rd	City Limits (Near Business I-85)	Triangle Lake Rd	0.20	State
34	Johnson St	Skeet Club Rd	City Limits	0.14	State
35	Joyce Ci	Skeet Club Rd	Tanglebrook Rd	0.14	State
36	Kellywood Dr	City Limits (Near dead end)	Baker Rd	0.04	State
37	Kendale Rd	City Limits	Skeet Club Rd	0.28	State
38	Lawndale Av	Marlboro St	City Limits (Near Pinecroft St)	0.04	State

ID	Street	From	To	Approx. Length (Miles)	Ownership
39	Montlieu Av	E Lexington Av	N College Dr	0.92	State
40	N College Dr	Eastchester Dr	E Kivett Dr	2.01	State
41	N Main St	City Limits (Near Shoher Rd)	E High Av	4.57	State
42	N Scientific St	Cedrow Dr	City Limits (Near Kearns St)	0.68	State
43	NC 68	Penny Rd	City Limits	0.34	State
44	Old Plank Rd	US 311	Hedgecock Rd	1.02	State
45	Penny Rd (Intermittent)	City Limits (Near Samet Dr)	Greensboro Rd	2.80	State
46	Piedmont PW (Intermittent)	Tarrant Rd	Wendover Av	1.03	State
47	Prospect St	Belmar St (Outside City Limits)	End of State Owned Portion (1500 Block)	0.27	State
48	Ranch Dr	E Fairfield Rd	City Limits (Near Gate St)	0.04	State
49	Rest Haven Rd	City Limits (Near dead end)	Skeet Club Rd	0.32	State
50	S College Dr	E Kivett Dr	Surrett Dr	3.55	State
51	S Main St	City Limits (Near Baker Rd)	E High Av	3.41	State
52	S Scientific St	E Kivett Dr	Cedrow Dr	1.21	State
53	Sandy Ridge Rd	City Limits	City Limits (Near Squire Davis Rd)	0.68	State
54	Sherrill Av	S Scientific St	Dillon Rd	0.37	State
55	Skeet Club Rd	N Main St	Eastchester Dr	5.75	State
56	Southwest School Rd	Barrow Rd	Willard Dairy Rd	0.83	State
57	Squire Davis Rd	City Limits	City Limits (Near Sandy Ridge Rd)	1.42	State
58	Summey Av	Baker Rd	Dead End (Near US 311)	0.16	State
59	Surrett Dr	City Limits (Near Murray Ci)	West Market Center Dr	1.57	State
60	Tanglebrook Rd	Skeet Club Rd	City Limits (Near Castle Oaks Ct)	0.19	State
61	Tarrant Rd (Intermittent)	Piedmont PW	W Wendover Av	0.72	State
62	Triangle Lake Rd	Exit 71A I-74 W	E Kivett Dr	1.73	State
63	W Connector St	S College Dr	West Market Center Dr	0.04	State
64	W English Rd	City Limits (at Griclar St)	N Main St	3.25	State
65	W Fairfield Rd	Business I-85 N	S Main St	1.86	State
66	W Green Dr	S Main St	Business I-85 N	2.59	State
67	W Kivett Dr	S Main St	W English Rd	0.89	State
68	W Lexington Av	City Limits (Near Rob Swaim Rd)	N Main St	2.10	State
69	W Main St	Penny Rd	City Limits (Near Penny Rd)	0.13	State
70	W Russell Av	S Main St	W Green Dr	0.43	State
71	W Wendover Av (Intermittent)	Eastchester Dr	City Limits (Near Guilford College Rd)	3.23	State
72	W Westover Dr	City Limits (Near Horneytown Rd)	City Limits (Near Creek Crossing Rd)	0.86	State
73	Wallburg-High Point Rd	City Limits	W Lexington Av	0.12	State
74	Walpole Rd	Clinard Farms Rd	City Limits (Near dead end)	0.28	State
75	West Market Center Dr	W English Rd	S Main St	2.30	State
76	Westchester Dr	N Main St	W English Rd	4.28	State
77	Willard Dairy Rd	Barrow Rd	City Limits (at Southwest School Rd)	0.42	State
78	Willard Rd (Intermittent)	White Farm Ln	Penny Rd	1.00	State

CITY OF HIGH POINT

AGENDA ITEM



Title: Cigna Healthcare Contract Renewal

From: Angela Kirkwood, Director of HR

Public Hearing: N/A

Attachments: Cigna Healthcare Contract

Meeting Date: November 2, 2015

Advertising Date

Advertised By:

PURPOSE:

Renew the contract between Cigna Healthcare and the City of High Point for city employees healthcare coverage during new plan year of January 1, 2016 to December 31, 2016.

BACKGROUND:

The City of High Point offers healthcare coverage to its employees that include medical, dental and vision care products. At the City Manager's briefing on Monday, September 21, 2015, the Director of Human Resources, Angela Kirkwood, requested approval from City Council to remain fully insured with Cigna, due to our great claims experience, and split the 4.91% premium increase between city and employees, and plan to transition to self-funded plan in 2018 after we have increased our reserves. City Council agreed to both of these recommendations, stating city will absorb 3.0% of plan increase, and the remaining 1.91% cost would be absorbed by city employees.

BUDGET IMPACT:

Cigna Healthcare will cost the city an additional 4.91% in the new 2016 plan year. The new contract overall costs are \$13,875,000.00.

RECOMMENDATION / ACTION REQUESTED:

Council is requested to authorize the City Manager to execute a 12 month contract with Cigna Healthcare for the continuation of healthcare coverage for city employees in the new plan year January 1, 2016 to December 31, 2016, and to authorize the City Manager to execute all other related contractual documents in the new plan year.



Cigna HealthCare

Financial Proposal

for

City of High Point

211 S. Hamilton Street P.O. Box 230
High Point, NC 27261
SIC Code: 9199
Account Number: 3319524

Total Eligible Employees:	1362	Participating Subscribers:	1366
Employer Contributions - Employee:	100%	Employer Contributions - Dependent:	40%
Waiting Period:	Coverage effective on 1st day of employment		
Eligibility Definition:	Active Employees working 27 hours per week including part-time. Employee coverage terminates on the last day of employment. Dependents to age 26 (termination of coverage on birth date). Elected officials and Pre-65 Retirees.		

Effective Date: January 01, 2016

Note: The Quoted rates are subject to final Underwriting approval and, as noted below, are subject to change in the event of changes in benefits selected or changes in the risk factors upon which the Quoted Rates are based. In addition, state law may require regulatory approval of rates. If required regulatory approval has not been obtained on the proposed effective date, the healthplan shall use rates that are consistent with its then currently approved rating methodology and the quoted rates shall be effective immediately on the date for which they are approved for use. The Quoted Rates are guaranteed while the Group Service Agreement remains in effect until the next anniversary date, unless enrollment changes by 10% in which case CIGNA HealthCare may change the Quoted Rate.

Date: July 30, 2015



Cigna Healthcare Financial Exhibit for:

City of High Point

Effective Date: January 01, 2016

Cigna PLAN OFFERED		
Product	Open Access Plus	Open Access Plus
Plan Offering	Single Option	Single Option
Plan Name	Pre65 Retirees	Actives / Cobra
Medical Management Model	PHS+	PHS+
Health Advocacy	Included	Included
Situs	NC	NC
Funding	Fully Insured	Fully Insured
Cigna MEDICAL BENEFITS*		
Collective Deductible / OOP (Yes/No)	NO	NO
Combined Medical / Pharmacy Ded / OOP (Yes / No)	Combined OOP Only	Combined OOP Only
Deductible/OOP Max Accumulator	Standard: One Way Accumulation	Standard: One Way Accumulation
In-Network:		
Office Copay Non CSN-PCP / Office Copay CSN-PCP	\$25 / \$15	\$25 / \$15
Office Copay Non CSN-SPC / Office Copay CSN-SPC	\$50 / \$35	\$50 / \$35
Inpatient Copay - Per Admit	NA	NA
Inpatient Copay - Per Day	NA	NA
Outpatient Facility Copay	NA	NA
Emergency Room Copay	\$150	\$150
Urgent Care Copay	\$75	\$75
ER/UC Plan Plan Ded Applies	NO	NO
Advanced Radiology Imaging Copay	\$0	\$0
Deductible - Individual	\$750	\$750
Deductible - Family	\$1,500	\$1,500
Out-of-Pocket - Individual	\$4,000	\$4,000
Out-of-Pocket - Family	\$8,000	\$8,000
Out-of-Pocket Max Plan Deductible	Includes Ded	Includes Ded
Out-of-Pocket Max Copays	All Copays Accumulate	All Copays Accumulate
Coinsurance	80%	80%
Out Of Network:		
Deductible - Individual	\$1,500	\$1,500
Deductible - Family	\$3,000	\$3,000
Out-of-Pocket - Individual	\$8,000	\$8,000
Out-of-Pocket - Family	\$16,000	\$16,000
Out-of-Pocket Max Plan Deductible	Includes Ded	Includes Ded
Out-of-Pocket Max Copays	All Benefit Deductibles Accumulate	All Benefit Deductibles Accumulate
Coinsurance	70%	70%
Maximum Reimbursable Charge	Option 2 - 110% Incl NSP & Bill Negotiation	Option 2 - 110% Incl NSP & Bill Negotiation
Inpatient Deductible - Per Admit	NA	NA
Inpatient Deductible - Per Day	NA	NA
Outpatient Facility Deductible	NA	NA
Advanced Radiology Imaging Copay	\$0	\$0
Pharmacy Benefits (G/B/NPB/4th Tier)		
Retail Copay	\$15/\$35/\$60	\$15/\$35/\$60
Home Delivery Drug Copay	\$30/\$70/\$120	\$30/\$70/\$120
Deductible	NA	NA
Mental Health/Substance Abuse (Yes/No)	Yes	Yes
Vision Rider (Yes/No)	No	No

*High level benefit summary. Please see your plan summary for a more detailed benefit description. If this proposal includes Cigna Care Network, the level of in-network benefits applicable may vary from what is shown above



Cigna Healthcare Financial Exhibit for:

City of High Point

Effective Date: January 01, 2016

Cigna PLAN OFFERED						
Product	Open Access Plus					
Plan Offering	Single Option					
Plan Name	Actives / Cobra					
Situs	NC					
	NC300A (ALL ACTIVE EMPLOYEES) NC300B (ALL ACTIVE EMPLOYEES) NC300C (ALL ACTIVE EMPLOYEES)					
	Subscribers	Members	Current Rate	Renewal Rate	Monthly Billed Amount	Change
EMP	669		\$472.01	\$495.20	\$331,288.80	4.91%
EMP + SPOUSE	112		\$1,029.75	\$1,080.33	\$120,996.96	4.91%
EMP+CHILD(REN)	206		\$987.55	\$1,036.06	\$213,428.36	4.91%
EMP + FAMILY	293		\$1,343.78	\$1,409.79	\$413,068.47	4.91%
Monthly Billed Amount	1280	2621			\$1,078,782.59	
Cigna PLAN OFFERED						
Product	Open Access Plus					
Plan Offering	Single Option					
Plan Name	Pre65 Retirees					
Situs	NC					
	FL305D (ALL PRE-65 RETIREES) MN351A (ALL PRE-65 RETIREES) NC300B (ALL PRE-65 RETIREES)					
	Subscribers	Members	Current Rate	Renewal Rate	Monthly Billed Amount	Change
EMP	52		\$566.51	\$594.34	\$30,905.68	4.91%
EMP + SPOUSE	22		\$1,236.75	\$1,297.50	\$28,545.00	4.91%
EMP+CHILD(REN)	5		\$1,186.03	\$1,244.29	\$6,221.45	4.91%
EMP + FAMILY	7		\$1,614.09	\$1,693.37	\$11,853.59	4.91%
Monthly Billed Amount	86	135			\$77,525.72	

Cigna Healthcare Financial Exhibit for:
City of High Point
 Effective Date: January 01, 2016

PROPOSAL TERMS AND CONDITIONS

A. General Terms of this Proposal

CIGNA HealthCare is pleased to present this Proposal for a Fully Insured Non-Participating group medical and pharmacy benefit plan (the "Plan") sponsored by City of High Point. This proposal is valid for 60 days from its original date of release, 07/30/2015. Any revisions or updates to this proposal will not renew this valid timeframe unless expressly communicated by CIGNA HealthCare.

Proposal Caveats

CIGNA HealthCare may revise or withdraw this Proposal if:

- 1 there is a change to the effective date of the quote.
- 2 the policy period length is different than 12 months.
- 3 the policy will not be situated in NC.
- 4 the Plan benefits are different than shown in the RFP or benefit modifications are requested.
- 5 there is a change in any law, regulation, or required assessment or tax that changes CIGNA HealthCare's costs in offering the plan.
- 6 enrollment increases or decreases by 10% or more, by product or for the total account, from the enrollment assumptions used in establishing the rates and/or fees set forth herein.
- 7 participation is below 50%. This will be based on the total eligible employees, identified as 1362.
- 8 it is not the exclusive provider of Medical / Pharmacy or like products for all of City of High Point's employees in all worksites.
- 9 the employer contributes less than 50% toward the total cost of the plan.
- 10 the employer changes its level of contribution toward the cost of the coverage.
- 11 either one or more of the quoted sites withdraws prior to the effective date or terminates during the contract term, or at any time following enrollment.
- 12 the current waiting period is different than Coverage effective on 1st day of employment.
- 13 the final enrollment deviates from the quoted enrollment such that it results in a needed change in premium rates. Rates are based on final enrollment factors, including total number of enrollees, their age, sex, demographics, location and the distribution of enrollees by product or by customer tier.
- 14 any of the information upon which these rates or benefits were based (including Medical History Information) changes or is inaccurate.
- 15 Federal, State or Local action impacting the benefit levels quoted herein or affecting our ability to meet our obligations to you, to your employees/our customers or to our contracted providers. By way of illustration, such legislation or executive actions which impose controls or requirements that affect: our ability to determine rates; covered medical expenses or service benefits; providers delivery of care or the fees they charge; or our contracts with providers, may be deemed to so affect our contractual obligations. Should this happen, Cigna HealthCare will make a good faith effort to work to reach a new agreement that equitably reflects the circumstances as altered by government action.
- 16 there is any reimbursement arrangement ("gap" cards, etc.) that subsidizes or reduces the out-of-pocket obligation of covered persons under the policy.

B. Scope and Application of this Proposal

Unless otherwise indicated, this Proposal:

- 1 supersedes and renders null and void any prior CIGNA HealthCare offer or proposal with respect to the Plan.
- 2 or policy may be canceled as of any Premium Due Date if the number of insured Employees fails to meet the minimum required per group participation rules; or for failure to comply with any other material plan provision relating to Employer contributions or group participation rules.
- 3 requires a separate benefit option due to state regulations, if you have purchased any product with CIGNA HealthCare Behavioral Advantage and you have customers residing in NC or CA.
- 4 does not apply to part-time or seasonal employees for any plan.
- 5 includes the Network Savings Program (NSP) and other Cost Containment programs designed to contain costs with respect to charges for health care services/supplies that are covered by the Plan. For administering these programs, CIGNA HealthCare retains a portion of the savings or recoveries generated.
- 6 includes a maximum reimbursable charge for out-of-network coverage equal to 110% of a fee schedule developed by CIGNA HealthCare based upon a methodology similar to that used by Medicare to determine the allowable fee for similar services in the geographic market OR 80th percentile of charges made by providers of such service or supply in the geographic area where the service is received.
- 7 assumes all employees are located in the network area, and that all employees are only eligible for the CIGNA HealthCare or any other affiliated company product offerings specified.
- 8 requires you notify us within 30 days if any information set forth in this form changes at any time while coverage is provided to you by CIGNA HealthCare.
- 9 may require regulatory approval of rates. If, as of their proposed effective date, regulatory approval is not obtained, the healthplan shall use rates consistent with its then currently approved rates and the foregoing rates shall be effective automatically. If a product is new and has never had approved rates, the effective date of coverage will be postponed until regulatory approval is received.
- 10 allows caveats and conditions set forth in this document to survive execution of any final contract and/or issuance by CIGNA HealthCare of any policy and/or Group Service Agreement.
- 11 assumes that CIGNA HealthCare's standard insurance policy form approved for use in the applicable state by the state insurance regulator will be issued. Because the insurance policy and certificate terms require regulatory approval, there is very little flexibility to change the provisions. The provisions of the insurance policy and certificate will control in the event of a conflict with the terms of the request for proposal and the Proposal.
- 12 Medicare eligible retirees are not included in this plan unless mandated by situs state legislation.
- 13 excludes charges for converting a qualified customer of a group plan to an individual plan.
- 14 is a high-level summary of the proposed coverage. It does not identify all the categories of health care expenses that are covered or excluded.
- 15 may include state required continuation rates which will match the rates for the underlying plan. For Nebraska and New York Over Age Dependents the rates will match the employee rate for the underlying plan.
- 16 assumes that the group health plan or health insurance coverage to which this proposal applies will not be a "grandfathered health plan" under the Patient Protection and Affordable Care Act (the "Act") and that it will be subject to all requirements of the Act applicable to a group health plan or health insurance coverage unless otherwise specified in writing.
- 17 includes applicable Patient Protection and Affordable Care Act fees and assessments imposed upon health insurers including the Comparative Effectiveness Research Fee, the Health Insurance Industry Fee and the Transitional Reinsurance Assessment.
- 18 assumes applicable requirements of the Patient Protection and Affordable Care Act will be implemented on the effective date/renewal date unless you direct otherwise.
- 19 presented has (ve) an actuarial value, determined by CIGNA HealthCare, of 60% or greater. This determination was made using CIGNA HealthCare's manual rating application which may produce an actuarial value slightly different than the official HHS calculator. Although we would expect any deviation to be small, you will have to consult with your actuarial consultant for a more precise determination of the plan's actuarial value. CIGNA HealthCare does not provide actuarial certifications.



Cigna Healthcare Financial Exhibit for:

City of High Point

Effective Date: January 01, 2016

-
- 20 Assumes a non-CIGNA HealthCare Pharmacy Benefit Manager administers oral or other self-administered anti-cancer prescription medication claims at a copayment/coinsurance level that is no less favorable than that for intravenous or injected anti-cancer medication prescribed for the same purpose and covered under employer's CIGNA HealthCare plan. This assumption is applicable only if: (a) employer has contracted with a PBM (not CIGNA HealthCare); (b) employer's plan is either insured, or, if self-funded, not subject to ERISA (i.e., is a church, government or association plan); and (c) employer's CIGNA HealthCare plan is situated in IA, HI, NM, OR, NJ, NE, VA, MA, NV, FL, ME, GA or a state with similar chemotherapy coverage law, or covers one or more individuals residing in CO, OK, VT, WA, TX, LA, MO or OH or in a state with similar extraterritorial chemotherapy coverage statute.
- 21 includes capitated charges for behavioral care services arranged by CIGNA Behavioral Health, Inc. However, this may not apply in certain states.
- 22 includes capitated charges for the provision of Hi-Tech Radiology services by MedSolutions, Inc. However, this may not apply in certain states.
- 23 includes charges made by third parties for care management programs to contain the cost of specific health services/items and/or improve adherence to evidence-based guidelines to promote patient safety and efficient care (e.g., charges for management of nuclear cardiology, radiation therapy and medical oncology).
- 24 In order to implement the requested benefit design, different funding arrangements (i.e., insured, self-insured and/or HMO) involving affiliated CIGNA HealthCare companies may be required with respect to plan participants residing in certain states.
- 25 assumes when/if a CIGNA HealthCare non-voluntary vision benefit is added to the medical plan, it is added as a rider and always non-excepted, regardless of funding.
- 26 does not apply to individuals unless employed by the policyholder or an entity that participates in an association or trust that is the policyholder.
- 27 Important Notice Regarding Benefit Advisor Compensation - The premium for this guaranteed cost (i.e., non-Shared Returns) policy may not include compensation payable to your benefit advisor. Check with your CIGNA HealthCare Sales representative to confirm whether this is the case. When that is the case, the proposed billed amount includes both premium and benefit advisor fees, which are not part of the monthly premium and CIGNA HealthCare will include any benefit advisor fees agreed to by the client and benefit advisor on client invoices and forward payments received to the benefit advisor if both the client and the benefit advisor authorize CIGNA HealthCare to do so by signing CIGNA HealthCare's Client and Benefit Advisor Acknowledgement Form. When required, this form must be signed before the date when the new rates take effect. If the form is not signed, the benefit advisor will be responsible for billing the client directly for any benefit advisor fees.
- 28 CIGNA HealthCare may have an agreement with your benefit advisor, under which the benefit advisor may be paid for providing marketplace intelligence or for the performance of administrative services. The qualification for and amount of this payment may be based upon overall business growth and/or retention levels. Any such payment is funded through CIGNA HealthCare's general overhead.
- 29 the benefit advisor may qualify for incentive payment (monetary or non-monetary) from CIGNA HealthCare. For example, the benefit advisor may receive payment based upon new sales, new customer growth or retention. This incentive payment is funded from CIGNA HealthCare's general overhead.
- 30 CIGNA HealthCare sponsors programs to inform benefit advisors about CIGNA HealthCare's plan coverage and services (including producer advisory councils). The cost of these events is funded through CIGNA HealthCare's general overhead.

Additional General Terms of this Proposal:

- 31 The information contained in this Proposal by CIGNA HealthCare is proprietary and highly confidential. It is being provided with the understanding that it will not be used by the employer, its representatives or consultants for any purpose other than the evaluation of the Proposal. Under no circumstances is any of the information contained herein (including excerpts, summaries, extracts, and evaluations thereof) to be used, disseminated, disclosed or otherwise communicated to any person or entity other than the employer, its representatives and consultants, and their respective employees who are directly involved in the evaluation process.



Statement of Understanding Regarding "Underlying Plans"

In establishing its premium rates/charges for all benefit plans insured and/or administered for you by Cigna HealthCare companies ("Cigna HealthCare"), Cigna HealthCare assumes that there are no "Underlying Plans."

Underlying Plans means:

• plans or arrangements that pay for or subsidize any portion of the cost-sharing responsibilities for people covered by the plan(s) including, but not limited to, co-payments, deductibles and/or member coinsurance balances

• a Health Savings Account (HSA)

• a Health Reimbursement Account (HRA)

Cigna HealthCare also assumes that Underlying Plans will not be put in place in the future.

The existence of Underlying Plans has a material impact on Cigna HealthCare's premiums/charges and if not previously disclosed to Cigna HealthCare in connection with its underwriting constitutes a material modification of the plan's benefits entitling Cigna HealthCare to increase its premiums/charges to reflect the impact of the Underlying Plans. To ensure that Cigna HealthCare has all the material information that it needs to appropriately determine its premiums/charges, please complete and execute the following certification.

Employer Certification

_____, (Employer/Group), by its duly authorized representative, hereby represents, certifies and agrees that in connection with the plan(s) insured and/or administered by Cigna HealthCare:

1. _____, an Underlying Plan is not offered;

OR

_____ an Underlying Plan is offered and attached is a complete description of the Underlying Plan. With respect to a HSA or HRA that is offered, include in the description:
the level of employer funding to the HSA and/or HRA;
the order of reimbursement, and
the provisions regarding annual rollover

2. it will notify Cigna HealthCare prior to implementing any Underlying Plan not identified above in response to No. 1;

3. the foregoing representations and the information provided above are true and complete and provided with the understanding that they are material to Cigna HealthCare's determination of its premium rates/charges both currently and in the future, and

4. Cigna HealthCare may rely upon the foregoing representations and information in establishing its premiums/charges both now and in the future.

Name of Employer/Group: _____

Date: _____

By: _____

Title: _____



Underwriting Contingencies For City of High Point

CIGNA HealthCare reserves the right to change the Quoted Rates and/or Quoted Benefits or to decline to offer coverage if any of the foregoing information is inaccurate or changes prior to the proposed Effective Date indicated above, or if the quoted rates and/or fees are not agreed to within 60 days of receipt of this summary information form. If any of the information identified above changes either prior to the proposed Effective Date or while coverage is in effect, you agree to notify us promptly of such change.

The "Underwriting Contingencies" set forth above shall survive execution of any insurance policy, application, etc., issued by CIGNA HealthCare or any other affiliated company, and shall further survive the effective date of any such policies.

The benefits displayed in this summary are, for the most part, modular benefit packages used to develop the rates. Please review the Benefit Summary and its attachments for information about the benefits available in your sites.

"CIGNA HealthCare" refers to various operating subsidiaries of CIGNA Corporation. Products and services are provided by these subsidiaries and not by CIGNA Corporation. These subsidiaries include Connecticut General Life Insurance Company, CIGNA Health and Life Insurance Company, and HMO or service company subsidiaries of CIGNA Health Corporation and CIGNA Dental Health, Inc.

I UNDERSTAND AND AGREE ON BEHALF OF CONTRACTHOLDER THAT CIGNA HEALTHCARE MAY, NOTWITHSTANDING THE TERMS OF THE INSURANCE POLICY OR SERVICE AGREEMENT, REVISE ANY PREMIUM RATES OR PREPAYMENTS FEES AT ANY TIME IF THE ENROLLMENT OR EMPLOYER CONTRIBUTION LEVEL IS DIFFERENT THAN ASSUMED BY CIGNA HEALTHCARE IN UNDERWRITING THE CONTRACT OR IF CIGNA HEALTHCARE IS (i) REQUIRED TO PAY ANY ASSESSMENT, OR (ii) INCUR ADDITIONAL COSTS IN ADMINISTERING THE CONTRACT AS A RESULT OF THE PATIENT PROTECTION AND AFFORDABLE CARE ACT AND THE REGULATIONS PROMULGATED THEREUNDER.

Client Signature

Date

Client Name

Date

CITY OF HIGH POINT

AGENDA ITEM



Title: Appointment – Human Relations Commission – Mehmet Cakal

From: Council Member Cynthia Davis – At large

Meeting Date: November 2, 2015

Public Hearing: N/A

**Advertising Date /
Advertised By:**

Attachments: Bio

PURPOSE:

To appoint Mehmet Cakal to the Human Relations Commission.

BACKGROUND:

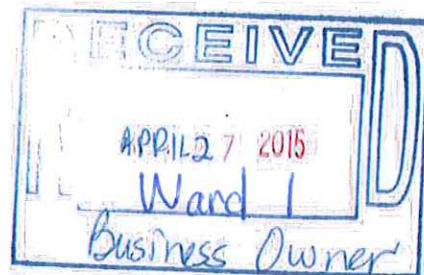
Council Member Cynthia Davis is recommending the appointment of Mehmet Cakal to the Human Relations Commission.

BUDGET IMPACT:

N/A

RECOMMENDATION / ACTION REQUESTED:

Council is requested to confirm the appointment of Mehmet Cakal to the Human Relations Commission as Council Member Cynthia Davis' At-large appointment.



Application for Appointment To Boards and Commissions

Please TYPE or PRINT the information requested on this application. You may attach additional pages and/or your resume if you wish. 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 Mehmet CAKAL

Business Street Address 805 North main St

City, State, Zip High Point NC

Employer Sumela Restaurant

home Business Address 3236 W. Loftview Dr. HP, NC 272

Phone: home 803.5350 work 887.2645 fax 887.2646

Email mehmet32@aol.com

Do you live inside the corporate limits of High Point? Yes if not, do you live within High Point's extrajurisdictional zoning jurisdiction? _____

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

1. Human Relations Comm.

2. _____

3. _____

Please list any work, volunteer, and/or educational experiences that you would like us to consider in the review of your application. Please feel free to attach a resume or biographical information.

Have you participated in the City Government 101 Course? N/D Year _____
Have you participated in Leadership High Point? N/D Year _____

RETURN TO:

City Clerk, City of High Point, P. O. Box 236, High Point, NC 27261 • 211 S. Hamilton Street
Phone: 336-883-3536 • Fax: 336-822-7067

Applications will be retained and active for a two year period

48
BK: R 7775
PG: 591-594
RECORDED:
01-08-2016
01:25:36 PM
BY: JANE SCHULTZ
DEPUTY-HP



2016001036
GUILFORD COUNTY, NC
JEFF L. THIGPEN
REGISTER OF DEEDS

NC FEE \$26.00

Return to: Joanne Carlyle, City Attorney
City of High Point
P.O. Box 230
High Point, NC 27261
Resolution No. 1593 / 15-64

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HIGH POINT, IN A REGULAR MEETING ASSEMBLED ON THE 2nd DAY OF NOVEMBER, 2015 AT 5:30 P.M. IN THE COUNCIL CHAMBERS OF THE MUNICIPAL BUILDING, HIGH POINT, NORTH CAROLINA:

Street Abandonment (Closure) Case 15-10

(unimproved alley lying at the western terminus of Sunview Avenue)

A request by the Technical Review Committee to abandon an unimproved right-of-way (10-foot wide alley) lying at the western terminus of Sunview Avenue, and along the south side of Sunview Avenue.

WHEREAS, The City of High Point Technical Review Committee has petitioned the City Council of the City of High Point to permanently abandon (close) an unimproved alley lying at the western terminus of Sunview Avenue, which is more specifically described as follows:

Beginning at the existing northwestern property corner of lot 42 as recorded in (PB 7 PG 26) in the Office of the Register of Deeds of Guilford County, North Carolina; thence southerly along the western property line of lot 42, said line also being the eastern right-of-way line of the 10' wide unimproved alley to a point located on the line, said point being the northeastern property corner of lot 40; thence westerly 10' along the northern property line of lot 40 to the southeastern property corner of lot 39; thence in a northerly direction along the eastern property lines of lots 36-39, said line also being the western right-of-way line for the 10' unimproved alley to the northeastern property corner of lot 36;

thence in an easterly direction across the unimproved 10' alley to the point and place of beginning.

The total acreage for the abandonment of the unimproved 10 foot wide alley located at the western terminus of Sunview Avenue and south of Sunview Avenue is +/- 0.022 acres.

WHEREAS, the petition has been duly filed with this Council in a Regular meeting assembled on the 5th day of October, 2015, at 5:30 p.m. setting the 2nd day of November, 2015 at 5:30 p.m., in the Council Chambers of the Municipal Building, as the time and place for a public hearing before said Council on said petition, and public notice of said time and place was ordered given, all pursuant to North Carolina G.S. 160A-299; and

WHEREAS, due and proper notice of said hearing to be heard on the petition at this meeting of City Council was made by publication in the High Point Enterprise for four (4) consecutive weeks, beginning October 9, 16, 23, & 30, 2015; and,

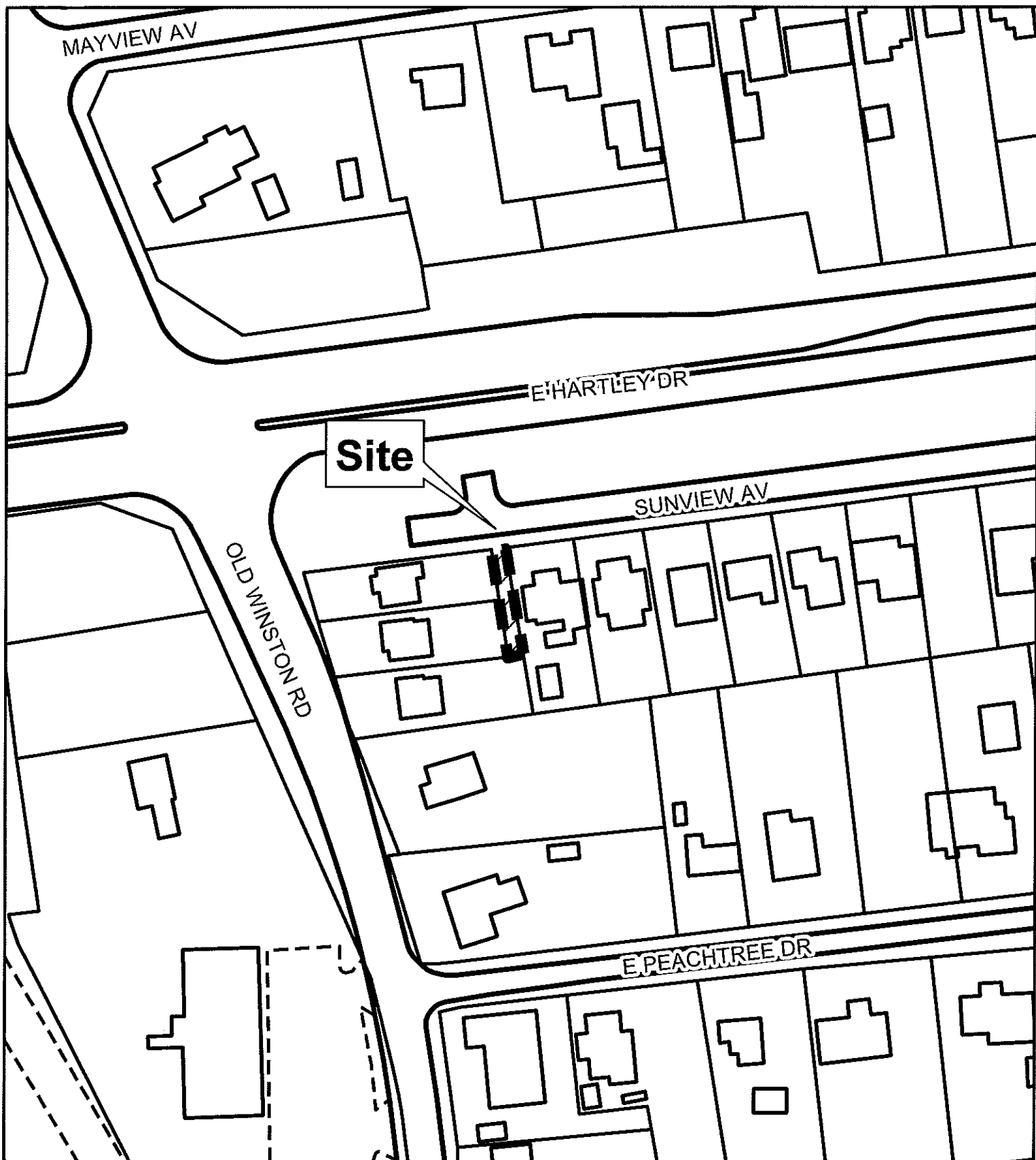
WHEREAS, the above entitled matter, pursuant to said resolution and notice was called for hearing before said Council at which time there was no objection or opposition offered on the part of any firm or corporation to abandon (closure) of an unimproved 10-foot wide alley lying at the western terminus of Sunview Avenue, and along the south side of Sunview Avenue; and

WHEREAS, it appearing to the satisfaction of this Council and the Council finds as a fact that the said right-of-way as herein described is not necessary for ingress and egress to any land adjoining said street; that the closing of said street is not contrary to the public interest and that no other individual, firm or corporation owning property in the vicinity of said street, or in the subdivision in which said street is located, will be deprived of reasonable means of ingress or egress to this property.

NOW THEREFORE BE IT RESOLVED:

1. That an unimproved right-of-way 10-foot wide alley lying at the western terminus of Sunview Avenue, as described above, be closed pursuant to North Carolina G.S. 160A-299; and
2. That a copy of this resolution be filed in the Office of the Register of Deeds for Guilford County, North Carolina.

By order of the City Council,
this the 2nd day of November, 2015
Lisa B. Vierling, City Clerk



STREET ABANDONMENT REQUEST SA15-10

Applicant: City of High Point

Area: 0.022 acres



Location of requested street abandonment

**Planning & Development
Department**

City of High Point

Date: January 4, 2016



Scale: 1"=100'

G:/Planning/Secure/ba-pz/
2015/pz/sa15-10.mxd



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

Certification

I, Maria A. Smith, Deputy City Clerk of the City of High Point, North Carolina, do hereby certify that the foregoing is a true and accurate Resolution adopted by the City Council in official Session on November 2, 2015 and upon approval by City Council will be recorded in Book 90 of the Official Minute Books and Resolution Book XIX of this City, under my care, custody and control. As of this date, action to adopt said Resolution has not been amended, rescinded or repealed and is in full force and effect.

WITNESS my hand and the Corporate Seal of the City of High Point, this 30th day of December, 2015.



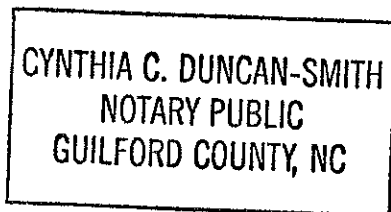
A handwritten signature of Maria A. Smith in cursive script.

Maria A. Smith, Deputy City Clerk

ACKNOWLEDGEMENT

I, Cynthia C. Duncan-Smith, a Notary Public of said County and State, do hereby certify that Maria A. Smith is known to me as Deputy City Clerk of the City of High Point; that this person personally appeared before me this date; and, upon authority duly given and as an act of said City, issued and executed the foregoing Certification.

WITNESS my hand and official Notarial Seal, this 30th day of December, 2015.



A handwritten signature of Cynthia C. Duncan-Smith in cursive script.

Cynthia C. Duncan-Smith, Notary Public

Commission Expires: 1/18/2020

CITY OF HIGH POINT

AGENDA ITEM



Title: Façade Grant Approval

From: Randy Hemann

Meeting Date: November 2, 2015

Public Hearing: N/A

Advertising Date /
Advertised By: N/A

Attachments: Revised Façade Grant Guidelines
Maps of 4 adopted Business Improvement Districts

PURPOSE:

Revise Façade Grant Guidelines to specify application to Downtown, Uptowne, Washington Street, South Main Street BIDS and to clarify that design assistance is an eligible expense to be included within the maximum grant amounts.

BACKGROUND:

It was determined that Façade Grants should be tied to formally adopted redevelopment areas or Business Improvement Districts. On June 18, 2015 City Council adopted resolutions establishing BIDS for Downtown, Uptowne, Washington Street, South Main Street. The attached guidelines have been revised to reflect program eligibility for the four adopted BIDs and to clarify that design assistance is an eligible expense to be included within the maximum grant amounts. .

BUDGET IMPACT:

N/A

RECOMMENDATION / ACTION REQUESTED:

Adopt revised Façade Grant Guidelines.

The City of High Point
Façade Improvement Program

A. Purpose:

To provide an economic incentive to areas within the Uptowne, Downtown, Washington Street and South Main Municipal Service Districts ("MSD's"):

1. Attract reinvestment within the MSD's;
2. Promote the rehabilitation of existing buildings;
3. Encourage good design projects which capitalize on the rehabilitation of existing properties and/or the introduction of compatible infill; and
4. Preserve the unique character of buildings.

B. Eligibility:

1. Applicant must be the Owner(s) of an existing building that is occupied or proposed for occupancy by a permitted use categorized in the City's Development Ordinance as business, professional, personal service, retail trade or mixed use. (A tenant may pursue a grant, but the application must be co-signed by the Owner.)
2. Educational, institutional, nonprofits and showroom uses are not eligible for grant funding.

C. Grant Committee:

1. Applications shall be accepted and reviewed by the Grant Committee which shall be appointed by the City Manager (or his designee) and shall consist of (five) 5 members (all of whom shall be High Point residents):
 - a. Two (2) members with experience in architecture and/or preservation;
 - b. Two (2) members of the development/business community; and
 - c. One (1) additional High Point citizen.
2. The Grant Committee members will serve 3-year terms, which at the outset shall be on a rotating basis.
3. The City of High Point Core City Administrator shall serve as the Grant Administrator for the Façade Improvement Program and shall also serve as an ex officio member of the Grant Committee but without the right to vote.
4. City staff will provide technical and professional assistance to the committee.

D. Guidelines:

1. Projects will be awarded to those that meet the approval of the Grant Committee based on the following:
 - (a) The Secretary of the Interior's Standards for Rehabilitation will be used as guidelines in consideration of the improvements to the façade and the structure in all areas. More information on the guidelines can be found at: <http://www.nps.gov/hps/TPS/tax/rehabstandards.htm>
 - (b) Applicable City of High Point zoning and/or overlays will be used as guidelines in making improvements to properties that are in one of the eligible MSD's and within those zoning district(s).
 - (c) Rehabilitation of structures should be considered a contemporary solution which respects the architectural integrity of the entire building, retaining those elements that enhance the building.
 - (d) All rehabilitation design proposals shall meet the code requirements of the City of High Point & NC State Building Code.
 - (e) Any exterior renovation proposal -- from entire façade rehabilitation to the replacement of a sign -- is eligible for funding but top priority will be given to projects which will make a highly visible contribution to the area.
 - (f) Improvements may include, but are not limited to:
 1. removing aluminum/false facades,
 2. repairing or replacing cornices,
 3. repairing or replacing windows;
 4. reappointing brick or masonry work;
 5. painting;
 6. replacing historically missing architectural features;
 7. repairing or restoring transom windows,
 8. repairing or restoring original storefront features; or
 9. installing awnings and signs.
2. The following improvements are ineligible for grant funding:
 - (a) roof improvements;
 - (b) HVAC improvements;
 - (c) plumbing improvements;
 - (d) any work within the interior of the building; and
 - (e) property acquisition.
3. Any improvements that have been made through this grant program and which become a part of the property may not be removed from the property. Improvements must remain with the property (i.e. awnings).
4. All approved projects must commence within 6 months of a signed grant agreement and must be completed within 12 months of a signed agreement.

5. The Grant Committee may judge a property eligible for an ***additional*** grant if:
 - (a) At least five years have elapsed since the last grant was awarded and the property is in need of further improvement (i.e. repaint, new awning); under extenuating circumstances an additional grant may be awarded prior to five years from the last grant, if deemed necessary by the Grant Committee.
 - (b) The existing business/property undergoes significant expansion which requires improvement to the property.
 - (c) A new business moves in and requires changes to the property (i.e. new sign, new awning).
6. Under no circumstances shall an award for a specific owner/property exceed the maximum of \$5,000.00, except as set forth in Section E. Criteria below.

E. Criteria:

Grants are given up to a 50-50 matching basis as follows:

1. A maximum participation of \$5,000.00 per façade and/or storefront measuring 50 lineal feet or less (façade may include front, side, and rear portions of the building).
2. Any building with a façade and/or storefront exceeding 50 lineal feet may request and additional \$50.00 per lineal foot as determined by the Grant Administrator.
3. Any project receiving a grant exceeding a grant total of \$10,000.00 or more shall require approval of both the grant committee and the City Manager.
4. All projects are encouraged to seek 3 bids.
5. Projects of significant economic scale and exceptional architectural merit may be eligible for special consideration of enhanced financial participation with the approval of the grant committee.
6. Design and technical assistance (architectural design/drawings) are eligible for 50-50 match for consultant fee). Design fees shall be included in and part of calculations for maximum participation.
7. Proposals will be evaluated in terms of compliance with existing ordinances, innovation, context with the surrounding environment, scale, size, technical merit, and any other criteria that relates to the project and its impact on the visual improvement of the area.

F. Administration:

The Grant Administrator will assist applicants in planning and implementing the proposed project. The assistance may include, but is not limited to, the following:

1. Assist with research on properties to identify original features of a building façade.
2. Review building design features with the Applicant or Applicant's designee and assist in determination of proper design elements for the façade.

3. Facilitate and coordinate the City's building permit process.
4. Assist and monitor construction activities and compliance.

G. Process for Receiving a Grant:

1. Conference with the Grant Administrator to discuss the program guidelines.
2. Owner/tenant completed application (including design plans or sketches and owner's signature), and returned to the Grant Administrator.
3. The City Planning and Development Department will provide a preliminary review of the application to ensure that all code requirements are being met prior to the grant committee's consideration of the grant.
4. The Grant Committee will consider the application. The committee has the discretion to approve or not approve the application based on the guidelines and the general support for the project.
5. A notification letter will be sent to the applicant as to whether or not the project has been accepted as described in the application, accepted with conditions, or rejected.
6. An agreement must be signed prior to work commencing. Parties in the agreement will be the applicant and the Grant Administrator which is authorized to sign on behalf of the grant committee.
7. Any changes to the project during construction must be approved by the Grants Administrator.
8. Upon project completion, paid invoices must be sent to the Grant Administrator.
9. Upon receipt of the paid invoices, the Grant Administrator shall confirm the work has been completed in accordance with the agreement and all City code requirements and will process a check for the approved grant award.

H. Contact:

Wendy Fuscoe, Grant Administrator/Core City Administrator
PO Box 230
High Point, NC 27261
336 883-8547
336-883-8547 phone
336-883- 3056 fax
wendy.fuscoe@highpointnc.gov

Core City Incentives

10/23/2015

Incentive	Brief Description	Location	Approval	Funds Available	Allocated to date
Façade Grant Program	Provides 50% up to \$5,000 for exterior improvements. Eligible for additional funds on a linear basis for larger facades. Educational, institutional, non profits and showroom are not eligible. Design assistance is an eligible expense (within the total grant amount)	Proposed clarification on 11/2/15 CC Agenda specifying application in Downtown, Uptowne, Washington St. and S. Main St. BIDs.	5 member grant committee appointed by Manager: 2 with architecture or preservation experience, 2 with development or business experience, one HP citizen. Committee has final approval (similar to other communities).	\$50,000.00	\$21,238.21
Building Revitalization Demolition and Grant	Provides 15% up to \$20,000 for interior and exterior improvements or 35% up to \$10,000 for demolition. For commercial and residential-adult businesses, first floor showroom, non conforming uses excluded	Downtown MSD	Business Development Committee: 7 members appointed by City Council; 3 year staggered terms. Committee recommendation to City Council	Funding allocated on case by case basis by council	
Development Incentive Grant	Grant back based on tax value of improved property 100% yr 1, 80% yr 2, 60% yr 3, 40% yr. 4, 20% year 5. No maximum amount. For commercial and residential-adult businesses, first floor showroom, non conforming uses excluded	Downtown MSD	Business Development Committee: 7 members appointed by City Council; 3 year staggered terms. Committee recommendation to City Council	No funding necessary	

Façade Application Worksheet 2015

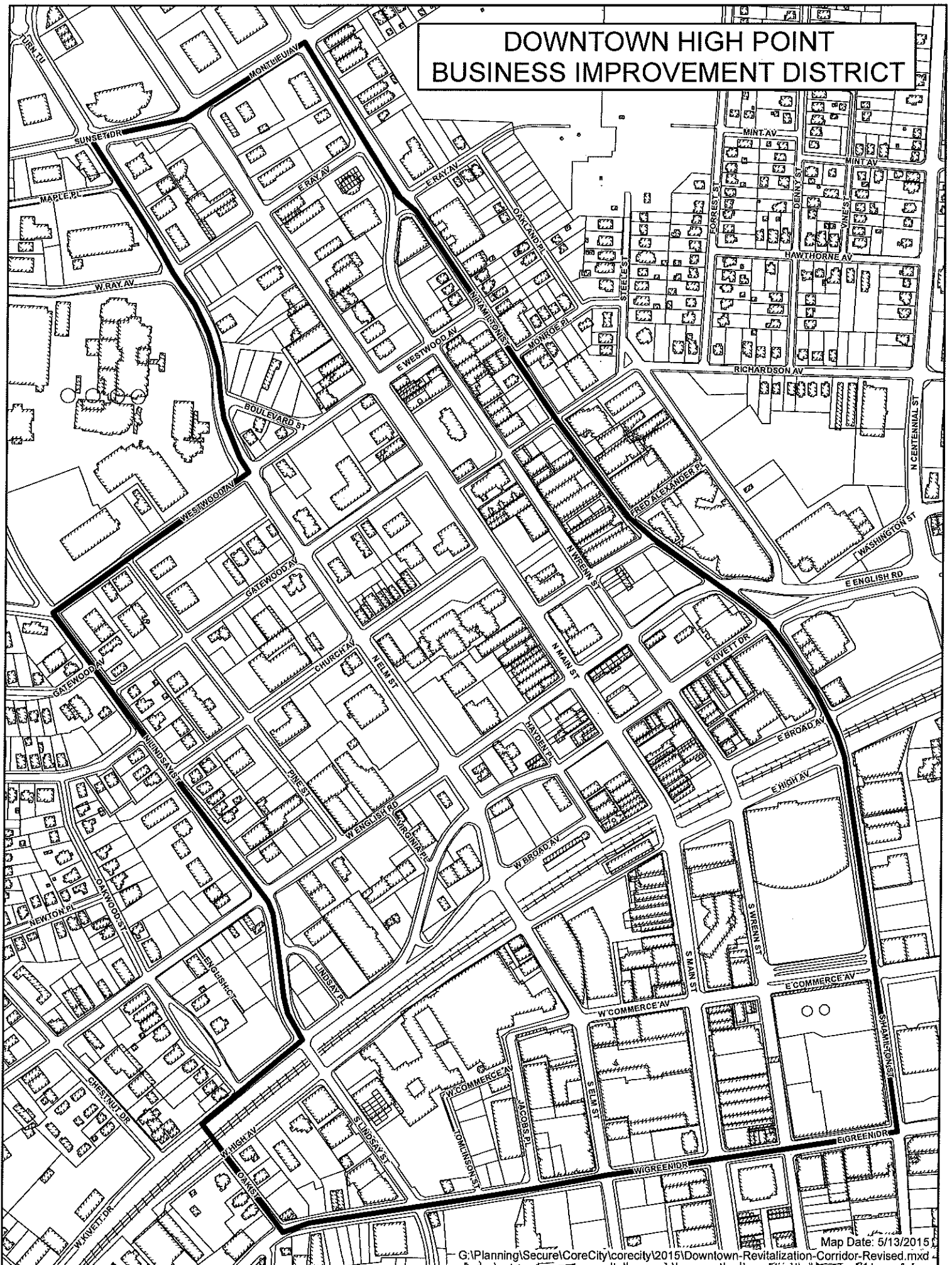
Façade Committee: Christina Prentzas, Phyllis Bridges, John Anderson, Mason Garner, Ed Terry, David Fencil

Meeting: Wed. Sept. 9 at High Point Chamber of Commerce, 8:30am

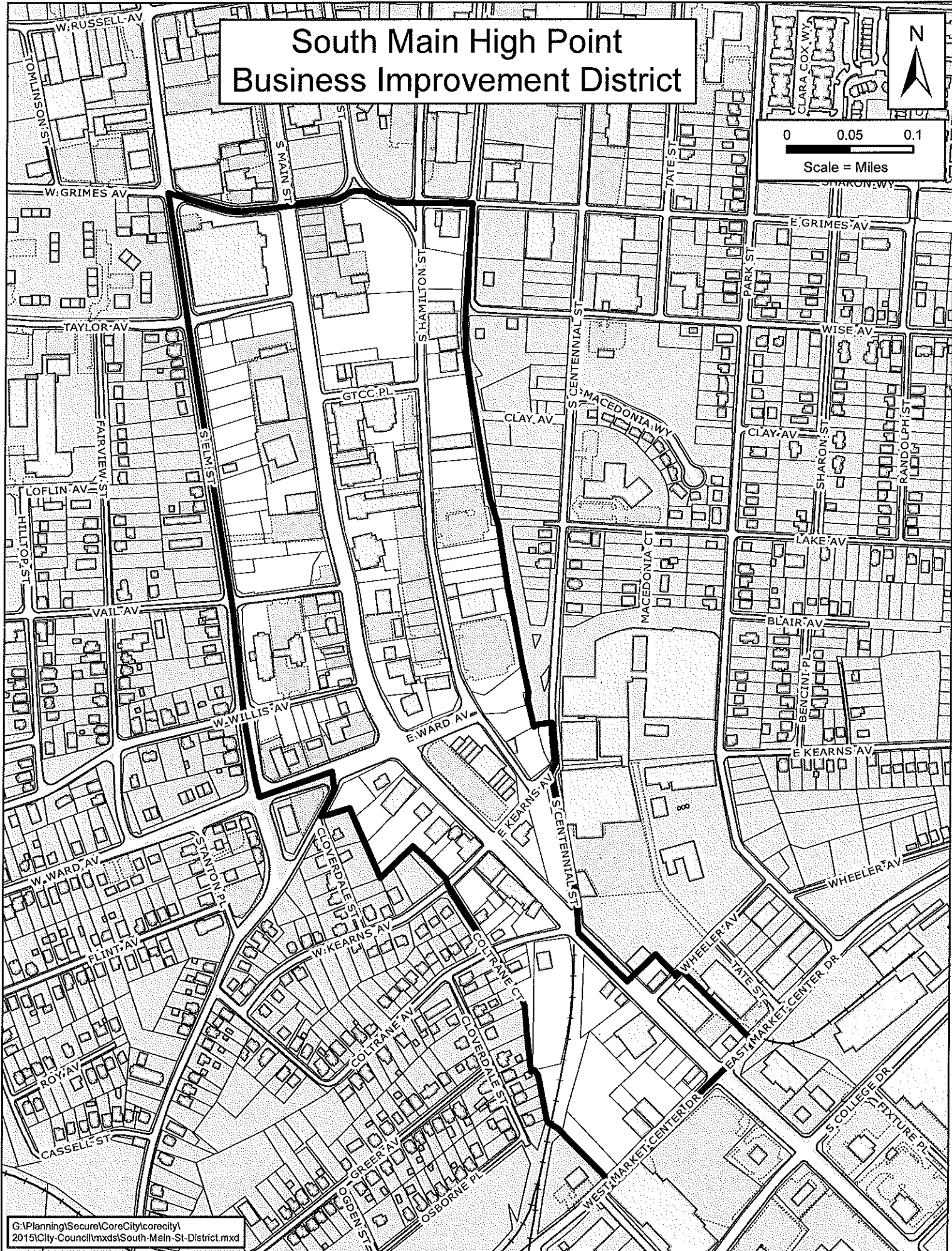
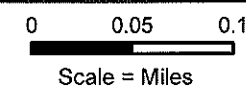
1 Dave Riedlinger		2 Jackie Haizlip		3 Dr. Raja		4 Randall Sage	
Address	107 W Lexington	616 Washington St.	1421-1419 S. Main	1301 S. Main Street			
Description	awning, signage, landscape. Lighting	remove brick front, install glass windows, awnings and aluminum panels	strip paint to original, open up enclosures, add awnings	replace ripped awning			
Project Cost	\$13,856.42	\$9,670.00	\$17,000.00	\$1,950.00			
eligible cost	\$6,928.21	\$4,835.00	\$8,500.00	\$975.00			
Grant Request	\$6,928.21	\$4,835.00	\$8,500.00	\$975.00			
approved							
Comments	Approved as presented	Approved as presented	Approved contingent on 1) detailed breakdown of cost, 2) Specs on the awning, doors and paint, 3) No stripping of paint allowed - must clean and repaint, 4) work must be done by licensed contractor, 5) provide image of planned improvements	Approved as shown in application			
Approved Amt	\$6,928.21	\$4,835.00	\$8,500.00	\$975.00			

Approved **\$21,238.21**

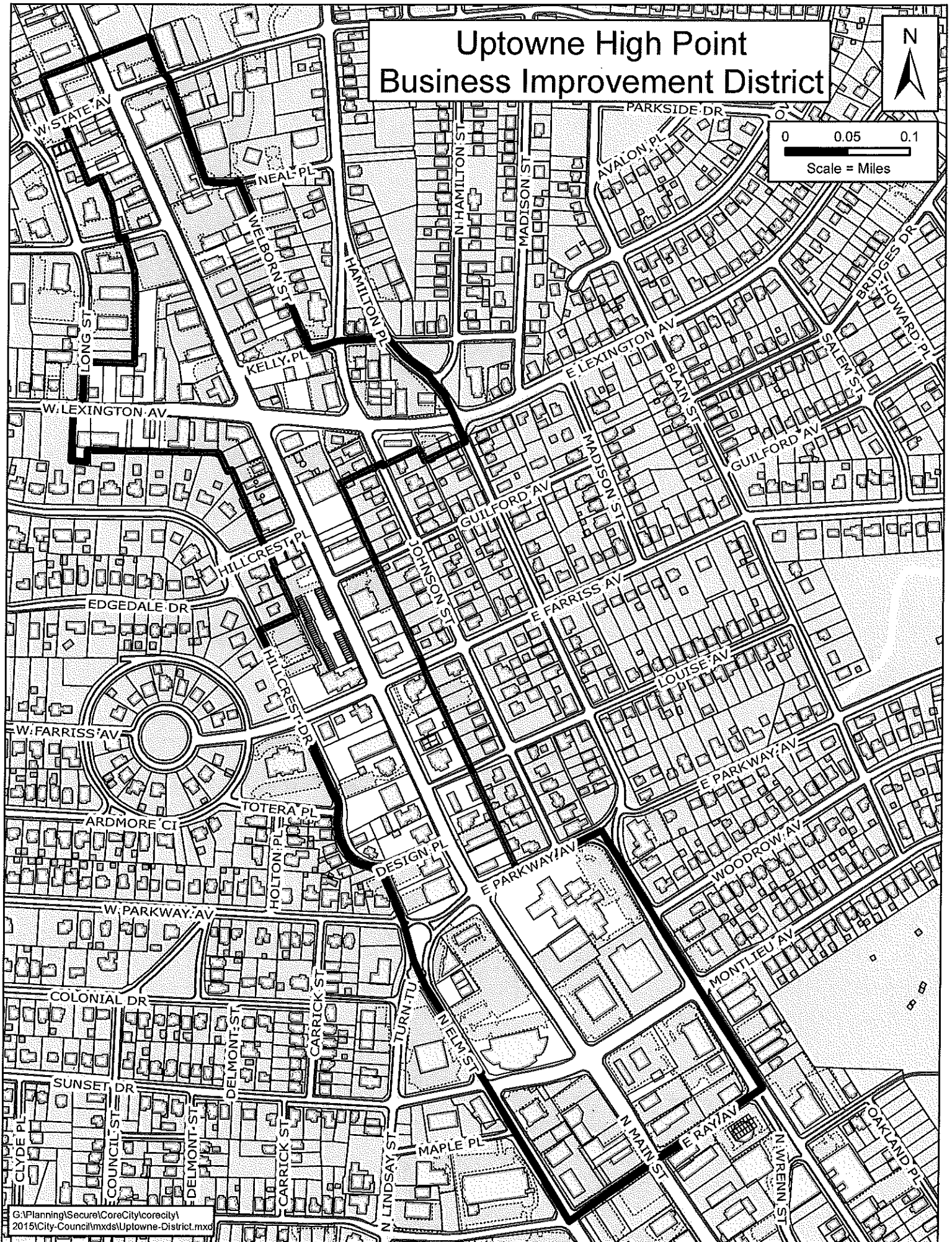
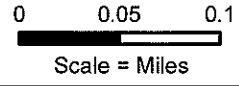
**DOWNTOWN HIGH POINT
BUSINESS IMPROVEMENT DISTRICT**



South Main High Point Business Improvement District



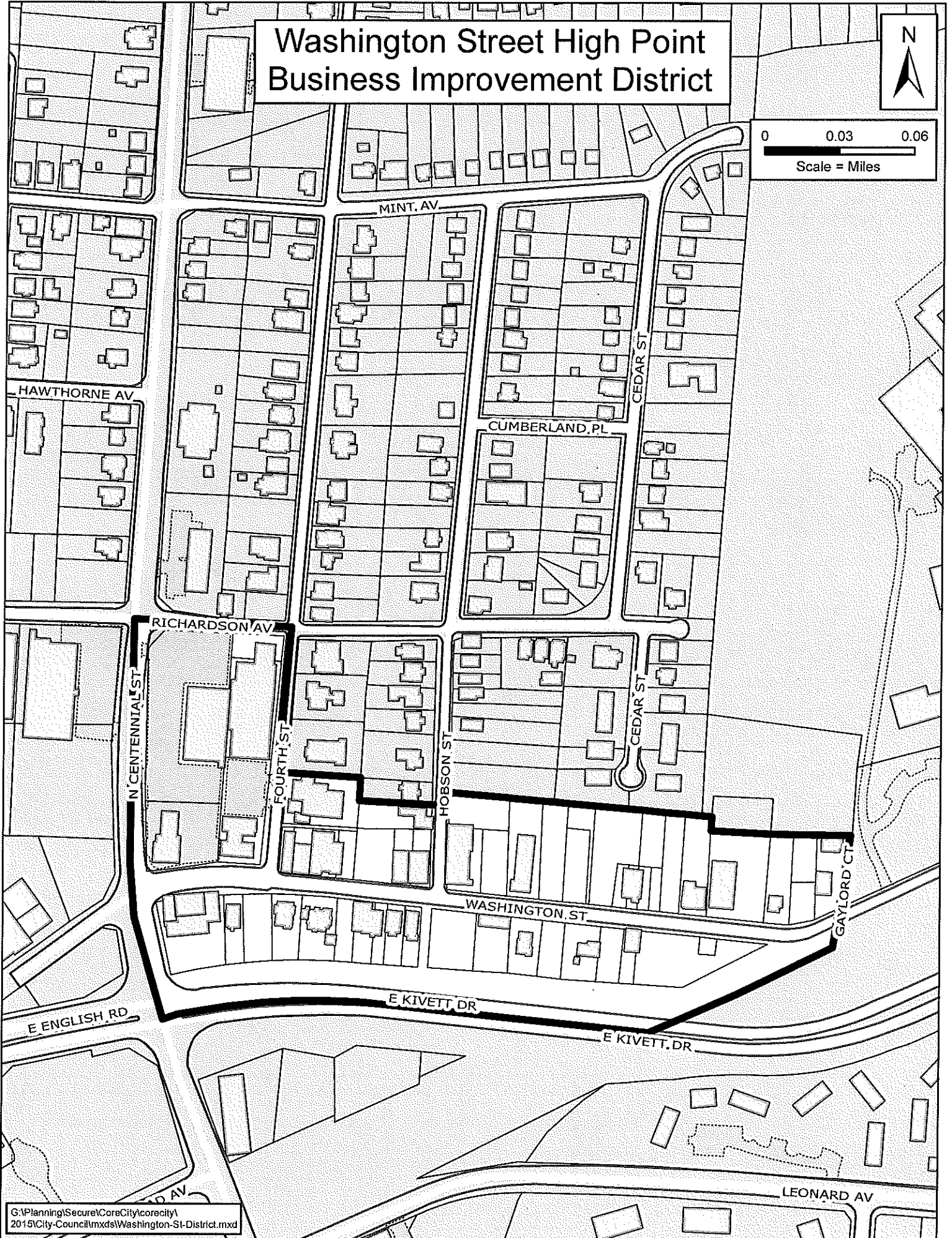
Uptowne High Point Business Improvement District



Washington Street High Point Business Improvement District



0 0.03 0.06
Scale = Miles



CITY OF HIGH POINT

AGENDA ITEM



Title: Confirm Human Relations Commissions Appointments/Term Length

From: Lisa Vierling, City Clerk

Meeting Date: November 2, 2015

Public Hearing: N/A

Advertising Date /

Advertised By:

Attachments:

PURPOSE:

To confirm the appointments to the Human Relations Commission and establish the staggered terms of appointments.

One-Year Terms: (expires 11/1/2016)

Mehmet Cakal - **Chairman** (C Davis At-Large)

Bobby Davis – **Vice Chair** (Alexander At-Large)

Fatih Oguz (J Davis Ward 5)

Two-Year Terms: (expires 11/1/2017)

Jason Yates (Golden Ward 1)

Latishia Bahena (Williams Ward 2)

Jenn Brandt (Mayor At-Large)

Three-Year Terms (expires 11/1/2018)

Lisa Duke (Ewing Ward 6)

David Rosen (Wagner Ward 4)

Ralph Rodland (Hill Ward 3)

BUDGET IMPACT:

N/A

RECOMMENDATION / ACTION REQUESTED:

Confirm the appointments and date of expirations as listed above for the Human Relations Commission. All appointments effective 11/1/2015.

RESOLUTION PROVIDING APPROVAL OF A MULTIFAMILY HOUSING
FACILITY KNOWN AS PARK TERRACE APARTMENTS (PHASE III) IN
THE CITY OF HIGH POINT, NORTH CAROLINA AND THE FINANCING
THEREOF WITH MULTIFAMILY HOUSING REVENUE BONDS IN AN
AGGREGATE AMOUNT NOT TO EXCEED \$5,000,000

WHEREAS, the City Council of the City of High Point (the "City") met in High Point, North Carolina at 5:30 p.m. on the 2nd day of November, 2015; and

WHEREAS, the Housing Authority of the City of High Point (the "Issuer") has tentatively agreed to issue its multifamily housing revenue bonds in an amount not to exceed \$5,000,000 (the "Bonds"), for the purpose of financing the acquisition, construction and equipping by Clara Cox III, LLC, a North Carolina limited liability company (the "Borrower"), or an affiliate or subsidiary thereof, of a multifamily residential rental facility to be known as Park Terrace Apartments (Phase III) (the "Development"); and

WHEREAS, the Development will consist of approximately 78 units, located on an approximately 5.84 acre site (known as the former Clara Cox site) at 885 Sharon Circle in the City of High Point, Guilford County, North Carolina; and

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), requires that any bonds issued by the Issuer for the Development may only be issued after approval of the plan of financing by the City following a public hearing with respect to such plan; and

WHEREAS, on October 27, 2015, the Issuer held a public hearing with respect to the issuance of the Bonds to finance, in part, the Development (as evidenced by the Certificate and Summary of Public Hearing attached hereto) and has requested the City to approve the issuance of the Bonds as required by the Code; and

WHEREAS, the City has determined that approval of the issuance of the Bonds is solely to satisfy the requirement of Section 147(f) of the Code and shall in no event constitute an endorsement of the Bonds or the Development or the creditworthiness of the Borrower, nor shall such approval in any event be construed to obligate the City of High Point, North Carolina for the payment of the principal of or premium or interest on the Bonds or for the performance of any pledge, mortgage or obligation or agreement of any kind whatsoever which may be undertaken by the Issuer, or to constitute the Bonds or any of the agreements or obligations of the Issuer an indebtedness of the City of High Point, North Carolina, within the meaning of any constitutional or statutory provision whatsoever;

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

1. The proposed mixed income housing development consisting of the acquisition, construction and equipping of the Development described above in the City of High Point, Guilford County, North Carolina by the Borrower and the issuance of the Authority's multifamily housing revenue bonds therefor in an amount not to exceed \$5,000,000 are hereby approved for purposes of Section 147(f) of the Code. The Mayor is hereby authorized to execute

such approval certificates as may be required to evidence the City's approval of the issuance of the Bonds for purposes of Section 147(f) of the Code.

2. This resolution shall take effect immediately upon its passage.

Council member James Davis moved the passage of the foregoing resolution and Council member Cynthia Davis seconded the motion, and the resolution was passed by the following vote:

Ayes: Mayor William Bencini and Council members James Davis, Cynthia Davis, Jason Ewing, Jeffrey Golden, Alyce Hill, Christopher Williams and Jay Wagner

Nays: None

Not voting: Council Member Latimer Alexander (Absent)

* * * * *

CERTIFICATION

I, Lisa Vierling, City Clerk of the City of High Point, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council for the City of High Point, North Carolina, in regular session convened on November 2, 2015, the reference having been in Minute Book 90, and recorded in full in Resolution Book XIX, Page 61 .

WITNESS my hand and the corporate seal of the City of High Point, North Carolina, this the 2nd day of November, 2015.



Lisa Vierling
City Clerk

CITY OF HIGH POINT

AGENDA ITEM



Title: Yates Construction Company
Highway 66 Sewer System Improvements

From: Terry Houk – Public Services Director
Carol McDowell – Public Services Asst. Director

Meeting Date: November 02, 2015

Public Hearing: N/A

Advertising Date: N/A

Advertised By: N/A

Attachments:

PURPOSE:

The City budgeted for extension of the sanitary sewer system in conjunction with the construction of the Ralph Lauren Facility on Highway 66. Contract 59-062514 was issued for the sanitary sewer system improvements. This deduct change order is needed to finalize the contract documents.

BACKGROUND:

The construction of the sanitary sewer system improvements was completed ahead of schedule. The contract was a unit price contract based on estimated quantities. Due to the fast-tracking design and construction to meet targeted deadlines the estimated quantities were overestimated to ensure enough funding was available. . After review of the under amounts and the over amounts, there is an overall credit back to the City for the contract. The deduct (credit) change order will finalize the contract price to close out the project and unencumber the funds.

BUDGET IMPACT:

Funds for this project are in the following account: 421779-533701-421131026405-40201

RECOMMENDATION / ACTION REQUESTED:

The Public Services Department recommends approval of the deduct change order in the amount of \$317,311.05 and that the appropriate City official be authorized to execute all necessary documents.

CITY OF HIGH POINT

AGENDA ITEM



Title: Appointment – Historic Preservation Commission – Benjamin Briggs

From: Council Member Alexander – At large

Meeting Date: November 2, 2015

Public Hearing: N/A

**Advertising Date /
Advertised By:**

Attachments: Bio

PURPOSE:

To appoint Benjamin Briggs to the Historic Preservation Commission.

BACKGROUND:

Council Member Latimer Alexander is recommending the appointment of Benjamin Briggs to the Historic Preservation Commission.

BUDGET IMPACT:

N/A

RECOMMENDATION / ACTION REQUESTED:

Council is requested to confirm the appointment of Benjamin Briggs to the Historic Preservation Commission as Council Member Alexander's At-large appointment. Appointment is effective immediately and will expire July 1, 2016.

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: Benjamin Briggs **Date Submitted:** Jul. 23, 2012

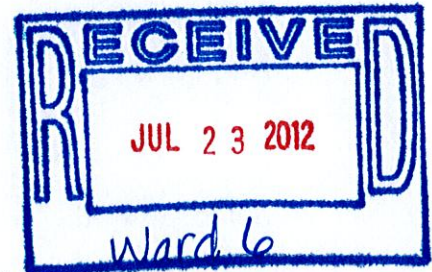
Street Address: 1753 Penny Rd
High Point NC 27265

Email: bbriggs@blandwood.org

Employer: Preservation Greensboro

Business Address: 447 West Washington Street, Greensboro NC 27401

Phone home: 336-880-1320 **work:** 336-272-5003 **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. **2nd Selection**
3. **3rd Selection**

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.



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

A motion was made by Mayor Pro Tem James Davis and seconded by
(name and title)
Council Member Jeff Golden for adoption of the following resolution, and
(name and title)
upon being put to a vote was duly adopted.

WHEREAS, the **City of High Point** has requested the North Carolina Department of Transportation to assist in the funding of **transportation activities for the bi-annual International Home Furnishings Market**; and

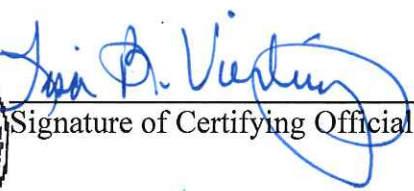
WHEREAS, the **North Carolina Department of Transportation** will provide **100%** of the cost of the above described project up to \$1,200,000;

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

.....

I, Lisa B. Vierling, City Clerk do hereby certify that the above is a true and
(Name and title)
correct copy of an excerpt for the minutes of a meeting of the **City of High Point City Council**
duly held on the 2nd day of November, 20 15.




Signature of Certifying Official

CITY OF HIGH POINT

AGENDA ITEM

**Title: Electric Aerial Truck Budget Amendment**

From: Eric Olmedo, Budget Manager

Public Hearing: N/A

Attachments: Budget ordinance

Meeting Date: November 2, 2015

Advertising Date: N/A

Advertised By: N/A

PURPOSE:

A budget amendment is needed to appropriate funds for a replacement electric aerial truck.

BACKGROUND:

The FY 2015-16 Adopted Budget did not include funding for replacement of the electric aerial vehicle. This equipment was not scheduled to be replaced for several years, but recent projects have made it necessary to accelerate the replacement of this equipment. To date the Electric Fund has paid \$281,000 into the Fleet Replacement Fund for replacement of the existing vehicle.

This proposed budget amendment will allocate funds from the following sources:

Fleet Replacement Fund Balance - \$ 321,000
(includes \$40,000 for sale of existing
equipment, which will go back to the Fleet
Replacement Fund)

Electric digger equipment savings -	95,000
Electric fund balance -	<u>124,000</u>
Total -	\$ 540,000

BUDGET IMPACT:

The budget amendment will increase the appropriation of the Electric Fund only by \$124,000, since the equipment savings of \$95,000 is already appropriated within the fund. A transfer will be made from the Electric Fund to the Fleet Replacement Fund in the amount of \$219,000. The Fleet Replacement Fund appropriation will increase by the total amount of \$540,000, \$321,000 from Fleet Replacement Fund balance and \$219,000 from the Electric Fund transfer. Sufficient funds are available in both funds.

RECOMMENDATION / ACTION REQUESTED:

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

“AN ORDINANCE AMENDING THE 2015-2016 BUDGET ORDINANCE
OF THE CITY OF HIGH POINT, NORTH CAROLINA
TO APPROPRIATE FUND FOR AN ELECTRIC AERIAL TRUCK REPLACEMENT

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

Section 1. The City of High Point has determined it is in the City’s best interest to replace an electric aerial truck. The City intends to fund the purchase through existing funds in the Electric Fund and the Fleet Replacement Fund.

Section 2. The 2015-2016 Budget Ordinance of the City of High Point, should be amended as follows:

- (A) That the Electric Fund revenues be amended as follows:

Appropriated Fund Balance	\$124,000
---------------------------	-----------
- (B) That the Electric Fund expenditures be amended as follows:

Transfer to Fleet Replacement Fund	\$124,000
------------------------------------	-----------
- (C) That the Fleet Replacement Fund revenues be amended as follows:

Appropriated Fund Balance	\$321,000
Transfer from Electric Fund	\$219,000
- (A) That the Electric Fund expenditures be amended as follows:

Capital Equipment and Machinery	\$540,000
---------------------------------	-----------

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

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

Adopted November 2, 2015

CITY OF HIGH POINT

AGENDA ITEM

**Title: FY2015-2016 Furniture Market Funding Agreement****From:** Mark McDonald, PE, Transportation Director**Meeting Date:** November 2, 2015**Public Hearing:** None**Advertising Date /** None**Advertised By:****Attachments:**
A. 16-DG-025 Award Letter
B. Authorizing Resolution

PURPOSE:

The grant agreement provides \$1,200,000 in funding to assist with Furniture Market transportation services.

BACKGROUND:

The North Carolina Department of Transportation, Public Transportation Division annually provides financial assistance to assist with transportation services during each of the bi-annual Furniture Markets.

BUDGET IMPACT:

This item is a pass through item and has a neutral impact on the City's budget.

RECOMMENDATION / ACTION REQUESTED:

Staff recommends that City Council approve the Furniture Market Funding Agreement and authorize the City Manager, or his designee, to execute all necessary documents.



PAT McCrory
Governor

NICHOLAS J. TENNYSON
Secretary

October 20, 2015

Mr. Stribling Boynton, City Manager
City of High Point
P.O. Box 230
High Point, North Carolina 27261

RE: FY16 Demonstration Grant Program
Project No. 16-DG-025
WBS Element No.: 36223.13.8.2
Agreement ID #: TBD

Dear Mr. Boynton:

NC Department of Transportation-Public Transportation Division approved your organization's request for a Demonstration grant in the amount of \$1,200,000 for the International Home Furnishings Market. The agreement to be executed between City of High Point and NCDOT is enclosed. The individual authorized to enter into this agreement for the financial assistance on behalf of your agency will sign the agreement. Please provide a copy of the agreement to all parties that will be involved in the administration of the grant, and request that the agreement be reviewed carefully. Instructions for completion of the grant agreement process are enclosed.

Please refer to Section 4b of the grant agreement that requires sub-recipients to submit monthly or quarterly requests for reimbursement.

If you have any question related to the grant agreement, please contact Myra Freeman, Financial Manager at 919-707-4672 or your assigned Accounting Specialist. In any correspondence, please be sure to reference your assigned project number, WBS element, Agreement number and period of performance referenced on this letter.

Sincerely,

A handwritten signature in black ink that reads 'Debbie Collins'.

Director

DC\MF





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

A motion was made by _____ and seconded by _____
(name and title)
_____ for adoption of the following resolution, and
(name and title)
upon being put to a vote was duly adopted.

WHEREAS, the **City of High Point** has requested the North Carolina Department of Transportation to assist in the funding of **transportation activities for the bi-annual International Home Furnishings Market**; and

WHEREAS, the **North Carolina Department of Transportation** will provide **100%** of the cost of the above described project up to \$1,200,000;

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

.....

I, _____ do hereby certify that the above is a true and
(Name and title)
correct copy of an excerpt for the minutes of a meeting of the **City of High Point City Council**
duly held on the ____ day of _____, 20____.

Signature of Certifying Official

CITY OF HIGH POINT

AGENDA ITEM



Title: **Street Abandonment Case 15-10**
(City of High Point Technical Review Committee)

From: Lee Burnette, Planning & Development
Director

Meeting Date: November 2, 2015

Public Hearing: Yes

Advertising Date: October 9, 16, 23, & 30, 2015

Advertised By: Planning & Development

Attachments: A. Planning and Zoning Commission Recommendation
B. Staff Report
C. Resolution of Abandonment

PURPOSE:

A request by the Technical Review Committee to abandon an unimproved right-of-way (10-foot wide alley) lying at the western terminus of Sunview Avenue, and along the south side of Sunview Avenue.

BACKGROUND:

Staff report and the Planning & Zoning Commission's recommendation is enclosed.

BUDGET IMPACT:

There is no budget impact.

RECOMMENDATION / ACTION REQUESTED:

A. On September 22, 2015, a public hearing was held before the Planning and Zoning Commission regarding Street Abandonment Case 15-10. The Planning & Zoning Commission recommended **approval** of Street Abandonment Case 15-10 by a vote of 6-0.

B. Staff recommends **approval** of Street Abandonment Case 15-10 as outlined in the attached staff report.

PLANNING AND ZONING COMMISSION RECOMMENDATION

City of High Point

Street Abandonment Case 15-10

At its September 22, 2015 public hearing, the Planning and Zoning Commission reviewed Street Abandonment Case 15-10. All members of the Commission were present, except for Mr. John McKenzie and Mr. Mark Walsh. Mr. Herbert Shannon, Senior Planner, presented the case and recommended approval of the request as outlined in the staff report.

No one spoke in favor or in opposition of the request.

The Planning & Zoning Commission recommended approval of Street Abandonment Case 15-10, as recommended by staff, by a vote of 6-0.

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

**STAFF REPORT
STREET ABANDONMENT CASE 15-10
September 22, 2015**

Request	
Applicant: City of High Point Technical Review Committee	Proposal: To abandon an unimproved right-of-way (10-footwide alley) lying at the western terminus of Sunview Avenue, and along the south side of Sunview Avenue.

Adjacent Streets		
Name:	Classification:	Right-of-Way and Pavement Width:
Sunview Avenue.	Local street	30-foot wide right-of-way; 24-foot paved street with curb & gutters

Adjacent Property Zoning and Current Land Use		
North	Residential Single Family-7 (RS-7) District	Sunview Avenue right-of-way
East	Residential Single Family-7 (RS-7) District	Single family dwelling
South	Residential Single Family-7 (RS-7) District	Single family dwelling
West	Residential Single Family-7 (RS-7) District	Single family dwelling

Analysis

The City of High Point Technical Review Committee (TRC) is requesting to abandon an unimproved alley lying at the western terminus of Sunview Avenue right-of-way (ROW). This right-of-way was recorded in 1926, on a map entitled “Blair-Edwards Lots near High Point, NC” and has not been improved. All abutting parcels have frontage and driveway access to either Old Winston Road or Sunview Avenue. Thus, abandonment of the public’s interest in this right-of-way will not deprive any owner of reasonable access to their property.

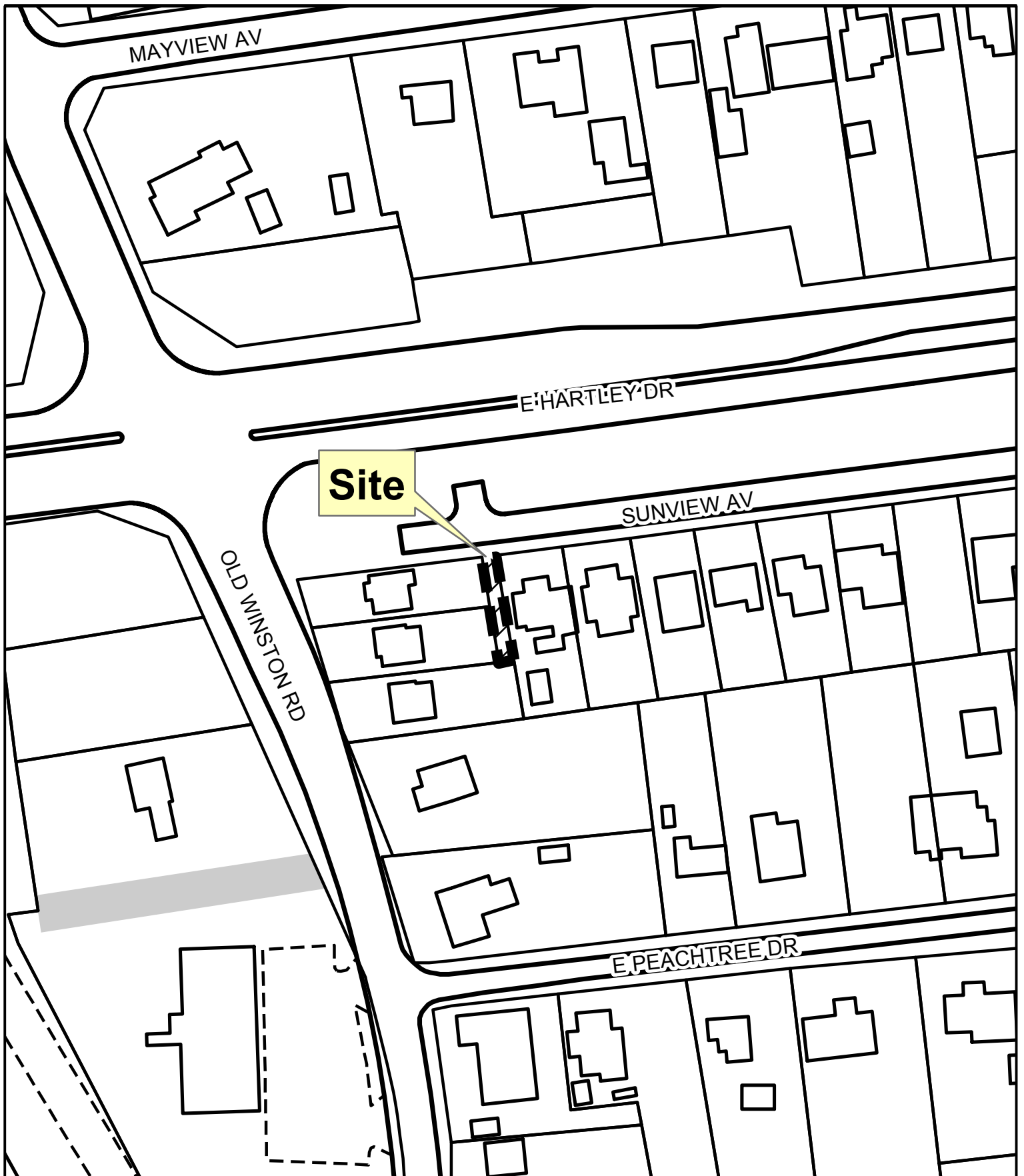
Early notices to obtain input from abutting property owners were mailed out July 10, 2015. In addition, official mailed notice for the public hearing was sent to abutting property owners, a notice was published in the High Point Enterprise, and signs were posted per requirements. To date, staff has received no objections from the abutting property owners.

Findings & Recommendations

The Technical Review Committee (TRC) reviewed this request on July 1, 2015 and identified no concerns related to the abandonment of this right-of-way. This abandonment of the public’s interest and conveyance of the right-of-way to the abutting property owners, as provided by state statutes, is found not to be contrary to the public’s interest and is found not to deprive owners in the vicinity of the right-of-way reasonable means of ingress and egress to their property. The Planning and Development Department recommends approval of the request to abandon this right-of-way.

Report Preparation

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



STREET ABANDONMENT REQUEST SA15-10

Applicant: City of High Point

Area: 0.022 acres



Location of requested street abandonment



Previously abandoned right-of-ways

Planning & Development
Department

City of High Point

Date: September 22, 2015

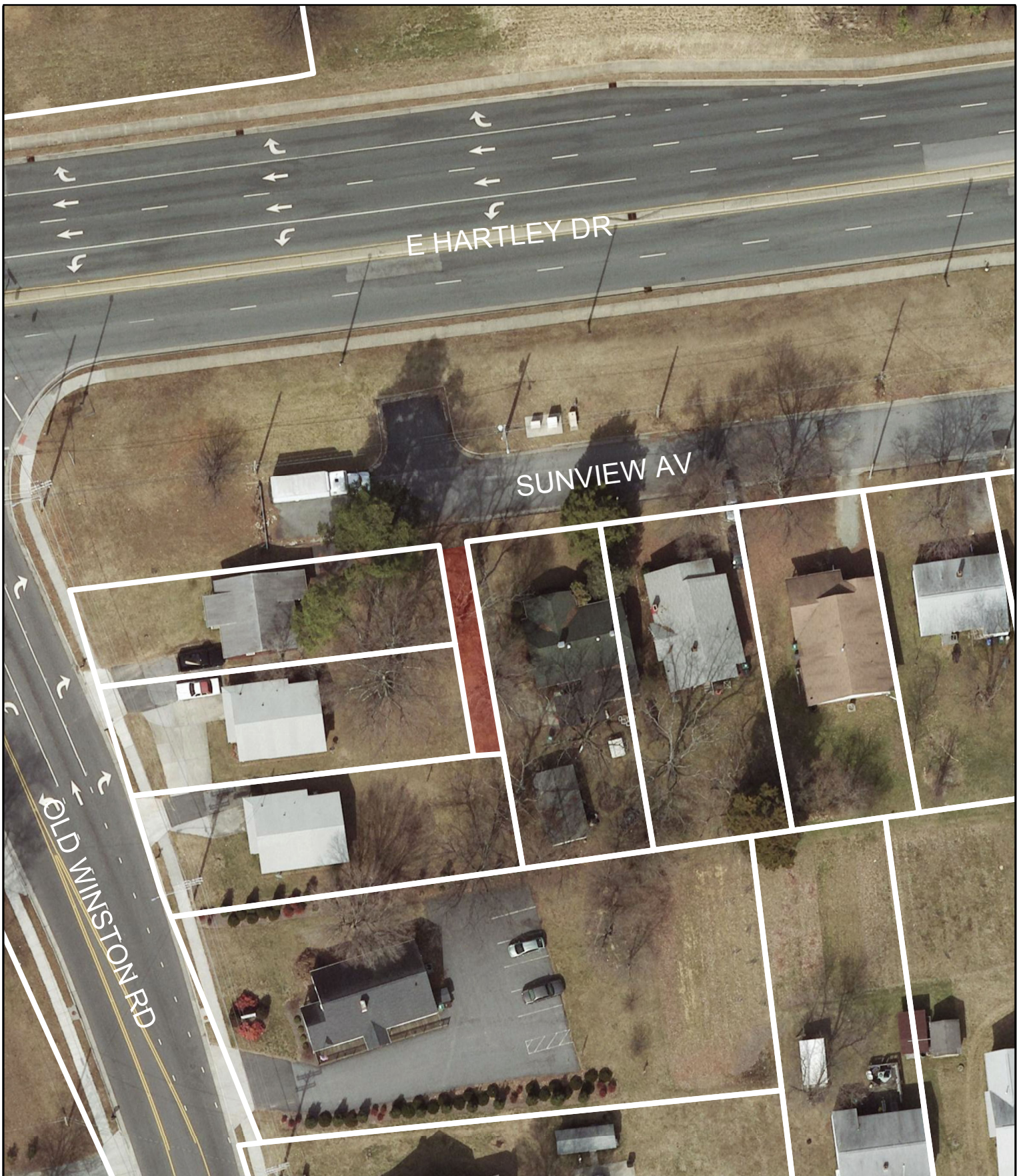


Scale: 1"=100'

G:/Planning/Secure/ba-pz/
2015/pz/sa15-10.mxd

Attachments: Photographs (September 2015) and Aerial (February, 2014)
Looking south of Sunview Avenue towards ROW to be abandon





STREET ABANDONMENT REQUEST SA15-10

Applicant: City of High Point

Area: 0.022 acres



Location of requested street abandonment



Previously abandoned right-of-ways

Planning & Development
Department

City of High Point

Date: September 22, 2015



Scale: 1"=50'

G:/Planning/Secure/ba-pz/
2015/pz/sa15-10photo.mxd

Return to: Joanne Carlyle, City Attorney
City of High Point
P.O. Box 230
High Point, NC 27261
Resolution No. xxxx / 15-xx

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HIGH POINT, IN A REGULAR MEETING ASSEMBLED ON THE 2nd DAY OF NOVEMBER, 2015 AT 5:30 P.M. IN THE COUNCIL CHAMBERS OF THE MUNICIPAL BUILDING, HIGH POINT, NORTH CAROLINA:

Street Abandonment (Closure) Case 15-10

(unimproved alley lying at the western terminus of Sunview Avenue)

A request by the Technical Review Committee to abandon an unimproved right-of-way (10-foot wide alley) lying at the western terminus of Sunview Avenue, and along the south side of Sunview Avenue.

WHEREAS, The City of High Point Technical Review Committee has petitioned the City Council of the City of High Point to permanently abandon (close) an unimproved alley lying at the western terminus of Sunview Avenue, which is more specifically described as follows:

Beginning at the existing northwestern property corner of lot 42 as recorded in **(PB 7 PG 26)** in the Office of the Register of Deeds of Guilford County, North Carolina; thence southerly along the western property line of lot 42, said line also being the eastern right-of-way line of the 10' wide unimproved alley to a point located on the line, said point being the northeastern property corner of lot 40; thence westerly 10' along the northern property line of lot 40 to the southeastern property corner of lot 39; thence in a northerly direction along the eastern property lines of lots 36-39, said line also being the western right-of-way line for the 10' unimproved alley to the northeastern property corner of lot 36;

thence in an easterly direction across the unimproved 10' alley to the point and place of beginning.

The total acreage for the abandonment of the unimproved 10 foot wide alley located at the western terminus of Sunview Avenue and south of Sunview Avenue is +/- 0.022 acres.

WHEREAS, the petition has been duly filed with this Council in a Regular meeting assembled on the 5th day of October, 2015, at 5:30 p.m. setting the 2nd day of November, 2015 at 5:30 p.m., in the Council Chambers of the Municipal Building, as the time and place for a public hearing before said Council on said petition, and public notice of said time and place was ordered given, all pursuant to North Carolina G.S. 160A-299; and

WHEREAS, due and proper notice of said hearing to be heard on the petition at this meeting of City Council was made by publication in the High Point Enterprise for four (4) consecutive weeks, beginning October 9, 16, 23, & 30, 2015; and,

WHEREAS, the above entitled matter, pursuant to said resolution and notice was called for hearing before said Council at which time there was no objection or opposition offered on the part of any firm or corporation to abandon (closure) of an unimproved 10-foot wide alley lying at the western terminus of Sunview Avenue, and along the south side of Sunview Avenue; and

WHEREAS, it appearing to the satisfaction of this Council and the Council finds as a fact that the said right-of-way as herein described is not necessary for ingress and egress to any land adjoining said street; that the closing of said street is not contrary to the public interest and that no other individual, firm or corporation owning property in the vicinity of said street, or in the subdivision in which said street is located, will be deprived of reasonable means of ingress or egress to this property.

NOW THEREFORE BE IT RESOLVED:

1. That an unimproved right-of-way 10-foot wide alley lying at the western terminus of Sunview Avenue, as described above, be closed pursuant to North Carolina G.S. 160A-299; and
2. That a copy of this resolution be filed in the Office of the Register of Deeds for Guilford County, North Carolina.

By order of the City Council,
this the 2nd day of November, 2015
Lisa B. Vierling, City Clerk

CITY OF HIGH POINT

AGENDA ITEM



Title: Private Sale of Personal Property

From: Thomas Reid, Fire Chief

Meeting Date: November 2, 2015

Public Hearing: N/A

Advertising Date N/A

Advertised By: N/A

Attachments:

PURPOSE:

Currently High Point Fire Department owns and maintains a 2001 Dodge truck and a 2008 Pace Trailer for VIP for VIP (Vehicle Injury Prevention for a Very Important Person). VIP for VIP delivers an outstanding program to High School students on the importance of being responsible drivers. This program to date has reached over a 148,000 teenagers and well over 230 programs have been delivered across the State of North Carolina, including High Point.

BACKGROUND:

The VIP for a VIP program is a non-profit 501C-3 organization. The Fire Department has been involved with and supported this project for many years. In the early years of this program, they were not set up to own motor vehicles. The cities of High Point and Greensboro stepped in and provided the means for them to have vehicles donated for use in this organization. In July 2008, Old Dominion Freight Lines purchased a trailer for VIP and Ilderton Dodge donated a used truck to VIP to haul the equipment and run the program. These vehicles were titled to the City of High Point and housed at city fire stations. VIP is now a very strong organization with many assets and also able to own and insure vehicles and property. The estimated value of the 2001 Dodge truck is approximately \$7500.00 and the 2008 Pace trailer value is approximately \$10,000.00.

BUDGET IMPACT:

Currently the VIP for VIP's effect on the Fire Department budget is insurance cost along with limited maintenance cost and fuel cost. Upon transfer of ownership, VIP for VIP will undertake all associated costs and there will be no future budget impacts that affect the City of High Point.

RECOMMENDATION / ACTION REQUESTED:

High Point Fire Department respectfully requests that City Council declare the above referenced equipment as surplus and adopt a resolution for private sale of the 2001 Dodge truck as well as the 2008 Pace Trailer to VIP for VIP.

**RESOLUTION APPROVING PRIVATE SALE OF SURPLUS FIRE TRUCK AND TRAILER
TO VIP FOR A VIP, INC.
PURSUANT TO G.S. 160A-279**

WHEREAS, the City of High Point owns one (1) 2001 Dodge truck ("Truck") and one (1) 2008 Pace Trailer ("Trailer"), the value together being less than \$30,000, each of which is not vital to High Point Fire Department Services and is no longer useful to the City; and

WHEREAS, staff recommends each should be declared as surplus, obsolete or unused, based upon age and condition; and

WHEREAS, N.C.G.S. 160A-279 authorizes a city, in lieu of or in addition to the appropriation of funds, to convey personal property by private sale to a public or private entity carrying out a public purpose; and

WHEREAS, VIP for a VIP, Inc. ("VIP"), is a private, nonprofit organization incorporated in the State of North Carolina that provides the public purpose of outreach programs and education to High Point and other North Carolina teens about the importance of focused driving and preventing accident and injury; and

WHEREAS, the Truck and Trailer will be sold to VIP on the condition that VIP use the Truck and Trailer for the provision of its outreach programs and education to teens about the importance of preventing accidents, which the City of High Point deems a public purpose; and

WHEREAS, the sale of the Truck and Trailer will be conditioned on VIP waiving all rights to make any claims against the City of High Point relating to the use of the Truck and Trailer, including any failure of performance of said equipment.

NOW, THEREFORE, BE IT RESOLVED, by the High Point City Council that the 2001 Dodge truck and 2008 Pace Trailer are hereby declared to be surplus to the needs of the City of High Point based upon age and condition; and

BE IT FURTHER RESOLVED that pursuant to 160A-279, the High Point City Council hereby approves the private sale of the Truck and Trailer and the City Manager is hereby authorized to execute the necessary documents to convey by private sale to VIP on the conditions that 1) VIP use the Truck and Trailer for the public purpose of providing outreach programs and education to High Point and other North Carolina teens about the importance of preventing accidents, and that 2) VIP waives all rights to make any claims against the City of High Point relating to the use of the Truck and Trailer, including any failure of performance of said equipment.

Adopted:

Lisa B. Vierling,
High Point City Clerk

CITY OF HIGH POINT

AGENDA ITEM

**Title: Interlocal Agreements with the NC Wildlife Commission****From:** Lee Tillery, Director of Parks and Recreation**Meeting Date:** Monday, November 2, 2015**Public Hearing:** N/A**Advertising Date:** N/A**Advertised By:** N/A**Attachments:** Memorandums of Agreement

PURPOSE:

The establishment of two interlocal agreements between the NC Wildlife Commission (NCWC) and the City High Point (COHP) concerning the construction, upkeep and routine maintenance of fishing piers located at both the Arnold J. Koonce, Jr. City Lake and the Oak Hollow Lake.

BACKGROUND:

The NCWC and representatives from the City of High Point Parks and Recreation have discussed the concept of a fishing pier at both lakes. The material, labor and construction of both piers is managed and funded by the NCWC. The COHP will be responsible for routine maintenance, management of fish feeders and providing public access for fishing opportunities. Both piers become the property of the COHP after construction is completed. The Parks and Recreation Commission unanimously approved both agreements at their meeting on Monday, October 12, 2015.

BUDGET IMPACT:

No Budget Impact aside from routine maintenance. NC Wildlife Commission will incur costs for construction of both piers.

RECOMMENDATION / ACTION REQUESTED:

Staff recommends approval of both agreements and requests that City Council authorize the appropriate city official be authorized to execute all necessary documents.

MEMORANDUM OF AGREEMENT
BETWEEN
NORTH CAROLINA WILDLIFE RESOURCES COMMISSION
AND THE
THE CITY OF HIGH POINT

THIS AGREEMENT, made and entered into this _____ day of

_____, by and between the **North Carolina Wildlife Resources Commission**, hereinafter called the **Commission**, and the **City of High Point**, hereinafter called the **City**;

WITNESSETH:

Whereas, the **Commission** is authorized to create and improve public fishing access in inland waters for the benefit of the sportsmen of North Carolina; and

Whereas, it is desirable for the **Commission** to improve public fishing access at Oak Hollow Marina owned and controlled by the **City**; and

Whereas, it is desirable for the **City** to increase the recreational opportunities for the public by cooperating with the **Commission** to improve angler access at Oak Hollow Marina;

Now, therefore, in consideration of the mutual advantages likely to result from this agreement and the respective obligations assumed herein,

THE COMMISSION AGREES:

1. To design and construct a universally accessible fishing pier and approach walkway at a mutually agreed upon site at Oak Hollow Marina;
2. To provide construction drawings of the fishing pier and approach walkway at Oak Hollow Marina for review, revision and approval of the **City** prior to construction;
3. To provide construction materials (*e.g.*, lumber, hardware, floats, chain, gravel, concrete, etc.) for the fishing pier and approach walkway at Oak Hollow Marina;
4. To provide personnel for the construction, transportation and installation of the fishing pier and approach walkway at Oak Hollow Marina;
5. To provide and install two fish reefs near the fishing pier that will be identified with fish attractor buoys;
6. To provide and install a kiosk and signage identifying Oak Hollow Marina as Public Fishing Area and displaying state fishing regulations and associated public service information; and

7. To include the Oak Hollow Marina Public Fishing Area in the routine patrols of **Commission** Wildlife Enforcement Officers.

THE CITY AGREES:

1. To cooperate with the **Commission** in the development and management of the Oak Hollow Marina Public Fishing Area, permitting access to **Commission** personnel engaged in planning, construction or post-construction work, and stocking activities;
2. To permit the **Commission** to install a standardized wooden kiosk and associated signage identifying Oak Hollow Marina Public Fishing Area and displaying state fishing regulations and associated public service information;
3. To purchase fish food and fill the existing fish feeders as necessary to continually dispense food from April through September;
4. To ensure that proper recognition is given to the **Commission** in all press releases, brochures and, advertisements developed by the **City** concerning visitation and usage of Oak Hollow Marina Public Fishing Area;
5. To permit fishing by the general public at the Oak Hollow Marina Public Fishing Area, without discrimination and consistent with the Commission's regulations; and
6. To provide the Commission information concerning usage and statement of charges, if any, for Oak Hollow Marina Public Fishing Area upon request.

IT IS MUTUALLY AGREED:

1. That Oak Hollow Marina Public Fishing Area is the formal name of the access area;
2. That the **Commission** will serve as the manager of the construction project, applying for, complying with, and receiving all permits necessary for the fishing pier and approach walkway at Oak Hollow Marina;
3. That the **City** will provide public access to Oak Hollow Marina Public Fishing Area to comply with regulations of the U.S. Fish and Wildlife Service in accordance with provisions of the Dingell-Johnson Sport Fish Restoration Act (SFR) that provided grant funds for this project;
4. That the fishing pier and approach walkway becomes property of the **City** after construction is completed, as long as all conditions in this MOA and SFR provisions are met;
5. That the **City** may charge a minimal user fee to help defray routine maintenance costs of Oak Hollow Marina Public Fishing Area;
6. That the **City** is responsible for routine maintenance and minor repairs to the fishing pier and approach walkway and will maintain the grounds surrounding the site, providing appropriate

outdoor trash receptacles, keeping the grass mowed at regular intervals year round, and litter removed regularly;

7. That the **Commission** is responsible for future necessary repairs to major infrastructure items for the fishing pier and approach walkway;
8. That the **City** is responsible for routine maintenance and minor repairs to the fish feeders, including purchasing and installing new timers and batteries;
9. That the **Commission** is responsible for replacing the fish feeders in the event of catastrophic mechanical failures that cannot be repaired;
10. That the **Commission** will replace the fish feeders with fish reefs should either party determine that the fish feeder program be discontinued;
11. That fishing regulations and licenses, as required by state law, shall be jointly publicized and enforced by the **Commission**;
12. That nothing in this Agreement shall obligate either party to any conditions not specially stated herein or in the attached construction drawings;
13. That this Agreement shall become effective as soon as it is signed and dated by both parties and shall continue in effect for 20 years from the date of signing. Upon reaching the termination date, the Agreement will automatically be renewed for an additional 5 years unless either party requests cancellation in writing 90 days prior to the termination date; and
14. That either party may terminate its involvement in this Agreement by written notice to the other at least 90 days in advance of the date on which termination is to become effective. If the termination request is made by the **City**, then the **City** agrees to refund the **Commission** a pro-rated portion of the funds based on the 20 year life expectancy of the fishing pier and approach walkway.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

Approved and agreed to:

City of High Point

N.C. Wildlife Resources Commission

By: [Name of signatory]
[Title of signatory]

By: M. Kyle Briggs
Chief, Land & Water Access

Date

Date

MEMORANDUM OF AGREEMENT
BETWEEN
NORTH CAROLINA WILDLIFE RESOURCES COMMISSION
AND THE
THE CITY OF HIGH POINT

THIS AGREEMENT, made and entered into this _____ day of

_____, by and between the **North Carolina Wildlife Resources Commission**, hereinafter called the **Commission**, and the **City of High Point**, hereinafter called the **City**;

WITNESSETH:

Whereas, the **Commission** is authorized to create and improve public fishing access in inland waters for the benefit of the sportsmen of North Carolina; and

Whereas, it is desirable for the **Commission** to improve public fishing access at High Point City Lake owned and controlled by the **City**; and

Whereas, it is desirable for the **City** to increase the recreational opportunities for the public by cooperating with the **Commission** to improve angler access at High Point City Lake;

Now, therefore, in consideration of the mutual advantages likely to result from this agreement and the respective obligations assumed herein,

THE COMMISSION AGREES:

1. To design and construct a universally accessible fishing pier and approach walkway at a mutually agreed upon site at High Point City Lake Park;
2. To provide construction drawings of the fishing pier and approach walkway at High Point City Lake Park for review, revision and approval of the **City** prior to construction;
3. To provide construction materials (*e.g.*, lumber, hardware, floats, chain, gravel, concrete, etc.) for the fishing pier and approach walkway at High Point City Lake Park;
4. To provide personnel for the construction, transportation and installation of the fishing pier and approach walkway at High Point City Lake Park;
5. To provide and install two fish reefs near the fishing pier that will be identified with fish attractor buoys;
6. To provide and install a kiosk and signage identifying High Point City Lake Park as a Public Fishing Area and displaying state fishing regulations and associated public service information; and

7. To include the High Point City Lake Park Public Fishing Area in the routine patrols of **Commission** Wildlife Enforcement Officers.

THE CITY AGREES:

1. To cooperate with the **Commission** in the development and management of the High Point City Lake Park Public Fishing Area, permitting access to **Commission** personnel engaged in planning, construction or post-construction work, and stocking activities;
2. To permit the **Commission** to install a standardized wooden kiosk and associated signage identifying High Point City Lake Park Public Fishing Area and displaying state fishing regulations and associated public service information;
3. To purchase fish food and fill the existing fish feeders as necessary to continually dispense food from April through September;
4. To ensure that proper recognition is given to the **Commission** in all press releases, brochures and, advertisements developed by the **City** concerning visitation and usage of High Point City Lake Park Public Fishing Area;
5. To permit fishing by the general public at the High Point City Lake Park Public Fishing Area, without discrimination and consistent with the Commission's regulations; and
6. To provide the **Commission** information concerning usage and statement of charges, if any, for High Point City Lake Park Public Fishing Area upon request.

IT IS MUTUALLY AGREED:

1. That High Point City Lake Park Public Fishing Area is the formal name of the access area;
2. That the **Commission** will serve as the manager of the construction project, applying for, complying with, and receiving all permits necessary for the fishing pier and approach walkway at High Point City Lake Park;
3. That the **City** will provide public access to High Point City Lake Park Public Fishing Area to comply with regulations of the U.S. Fish and Wildlife Service in accordance with provisions of the Dingell-Johnson Sport Fish Restoration Act (SFR) that provided grant funds for this project;
4. That the fishing pier and approach walkway becomes property of the **City** after construction is completed, as long as all conditions in this MOA and SFR provisions are met;
5. That the **City** may charge a minimal user fee to help defray routine maintenance costs of High Point City Lake Park Public Fishing Area;

6. That the **City** is responsible for routine maintenance and minor repairs to the fishing pier and approach walkway and will maintain the grounds surrounding the site, providing appropriate outdoor trash receptacles, keeping the grass mowed at regular intervals year round, and litter removed regularly;
7. That the **Commission** is responsible for future necessary repairs to major infrastructure items for the fishing pier and approach walkway;
8. That the **City** is responsible for routine maintenance and minor repairs to the fish feeders, including purchasing and installing new timers and batteries;
9. That the **Commission** is responsible for replacing the fish feeders in the event of catastrophic mechanical failures that cannot be repaired;
10. That the **Commission** will replace the fish feeders with fish reefs should either party determine that the fish feeder program be discontinued;
11. That fishing regulations and licenses, as required by state law, shall be jointly publicized and enforced by the **Commission**;
12. That nothing in this Agreement shall obligate either party to any conditions not specially stated herein or in the attached construction drawings;
13. That this Agreement shall become effective as soon as it is signed and dated by both parties and shall continue in effect for 20 years from the date of signing. Upon reaching the termination date, the Agreement will automatically be renewed for an additional 5 years unless either party requests cancellation in writing 90 days prior to the termination date; and
14. That either party may terminate its involvement in this Agreement by written notice to the other at least 90 days in advance of the date on which termination is to become effective. If the termination request is made by the **City**, then the **City** agrees to refund the **Commission** a pro-rated portion of the funds based on the 20 year life expectancy of the fishing pier and approach walkway.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

Approved and agreed to:

City of High Point

N.C. Wildlife Resources Commission

By: [Name of signatory]
[Title of signatory]

By: M. Kyle Briggs
Chief, Land & Water Access

Date

Date

CITY OF HIGH POINT

AGENDA ITEM



Title: Appointment/Reappointment– Library Board of Trustees

Council Member Alyce Hill, Ward 3

From: Council Member Latimer Alexander, At-large
Council Member Jeff Golden, Ward 1

Meeting Date: November 2, 2015

Public Hearing: N/A

**Advertising Date /
Advertised By:**

Attachments: Bio

PURPOSE:

To appoint Ann Lynch to the Library Board of Trustees and reappoint Yvonne Matlosz and Yvonne Short to the Library Board of Trustees.

BACKGROUND:

Council Member Alyce Hill is recommending the appointment of Ann Lynch to the Library Board of Trustees; Council Member Latimer Alexander is recommending the reappointment of Yvonne Matlosz and Council Member Jeff Golden is recommending the reappointment of Yvonne Short to the Library Board of Trustees.

BUDGET IMPACT:

N/A

RECOMMENDATION / ACTION REQUESTED:

Council is requested to confirm the appointment of Ann Lynch (Alyce Hill, Ward 3) and the reappointment of Yvonne Matlosa (Alexander, At Large) and Yvonne Short (Jeff Golden, Ward 1) to the Library Board of Trustees.

Application for Appointment to Boards and Commissions

Status: submitted

Profile

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.

Ann

First Name

Lynch

Last Name

hpnclynch@yahoo.com

Email Address

1313 Overland Drive

Street Address

Suite or AptHigh Point

City

NC

State

27262

Postal Code

Within High Point Corporate Limits

Please select your residency status.

Mobile: (336) 906-2562

Primary Phone

Home: (336) 889-4896

Alternate Phone

house wife

Employer

Which Boards would you like to apply for?Library Board of Trustees
Ward you reside in?

Interests & Experiences

Please tell us about yourself and why you want to serve.

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

Past President of and on the board of the YWCA, Treasurer of Friends of the Library, Junior League of High Point where I served as Treasurer... English degree from UNCG, basic accounting skills, basic computer

skills, know Roberts Rules and how to use them. Have taught English and Journalism. Photography are knitting and reading. No longer have a resume.

Upload a Resume

Have you participated in Leadership High Point?

☐ Yes ☒ No

If yes, please list the year in which you participated in Leadership High Point:

Female

Gender

Applications will be retained and active for a two-year period

NORTH CAROLINA
GUILFORD COUNTY

CONSTRUCTION MAINTENANCE AGREEMENT

DATE: 7/22/2015

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

AND

WBS Element: 7.204111B

CITY OF HIGH POINT

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

WITNESSETH:

WHEREAS, the Department has plans to make certain street and highway constructions and improvements under Project 7.204111B, in Guilford County; and,

WHEREAS, the Department and the Municipality are authorized by the following legislation, as applicable: G.S. 136-66.1 and 136.66.3 to participate in the planning and construction of a project approved by the Board of Transportation for the safe and efficient utilization of transportation systems for the public good; and,

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

NOW, THEREFORE, in consideration of the premises and the benefits accruing to the Department and the Municipality as the result of the construction of the Project it is agreed as follows:

SCOPE OF THE PROJECT

1. The Project consists of providing an asphalt overlay on a small portion of SR 1907 (Daveler Road) from SR 1820 (Skeet Club Rd) to the City limits. The Municipality will construct the work within the existing right of way.

Agreement ID # 5860

RECEIVED
1 SEP 2 2015
Public Service Dept.

RECEIVED
SEP 2 2015
Public Service Dept.

FUNDING

2. Upon completion of the work, the Municipality may bill the Department for the actual costs. The estimated cost is \$2,500. Reimbursement to the Municipality shall be made upon approval of said invoice by the Division Engineer and the Department's Financial Division.

MAINTENANCE

3. Upon completion of the Project, only those improvements within the state owned right of way shall be considered on the State Highway System and owned and maintained by the Department.

ADDITIONAL PROVISIONS

4. It is the policy of the Department not to enter into any agreement with another party that has been debarred by any government agency (Federal or State). The Municipality certifies, by signature of this agreement, that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by a Federal or State Department or Agency.
5. By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor).

IT IS UNDERSTOOD AND AGREED that the approval of the project by the Department is subject to the conditions of this Agreement.



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

ATTEST:

CITY OF HIGH POINT

BY:

Jan D. Verjovsky

BY:

Randy E. McClinton

TITLE: City Clerk

TITLE: Deputy City Manager

DATE: 11/3/2015

Approved by City Council of the local governing body of the City of High Point as

attested to by the signature of Clerk of said governing body on 11/2/2015 (Date)

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

Federal Tax Identification Number

56-6000231



Remittance Address:

City of High Point

P.O. Box 230

High Point, NC 27261

DEPARTMENT OF TRANSPORTATION

BY:

(CHIEF ENGINEER)

DATE:

PRESENTED TO BOARD OF TRANSPORTATION ITEM O:

CITY OF HIGH POINT

AGENDA ITEM



Title: **Street Abandonment Case 15-09**
(City of High Point Technical Review Committee)

From: Lee Burnette, Planning & Development
Director

Meeting Date: November 2, 2015

Public Hearing: Yes

Advertising Date: October 9, 16, 23, & 30, 2015

Advertised By: Planning & Development

Attachments: A. Planning and Zoning Commission Recommendation
B. Staff Report
C. Resolution of Abandonment

PURPOSE:

A request by the Technical Review Committee to abandon excess right-of-way from a former cul-de-sac, along the north and south sides of Whitney Court.

BACKGROUND:

Staff report and the Planning & Zoning Commission's recommendation is enclosed.

BUDGET IMPACT:

There is no budget impact.

RECOMMENDATION / ACTION REQUESTED:

A. On September 22, 2015, a public hearing was held before the Planning and Zoning Commission regarding Street Abandonment Case 15-09. The Planning & Zoning Commission recommended **approval** of Street Abandonment Case 15-09 by a vote of 6-0.

B. Staff recommends **approval** of Street Abandonment Case 15-09 as outlined in the attached staff report.

PLANNING AND ZONING COMMISSION RECOMMENDATION

City of High Point

Street Abandonment Case 15-09

At its September 22, 2015 public hearing, the Planning and Zoning Commission reviewed Street Abandonment Case 15-09. All members of the Commission were present, except for Mr. John McKenzie and Mr. Mark Walsh. Mr. Herbert Shannon, Senior Planner, presented the case and recommended approval of the request as outlined in the staff report.

No one spoke in favor or in opposition of the request.

The Planning & Zoning Commission recommended approval of Street Abandonment Case 15-09, as recommended by staff, by a vote of 6-0.

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

**STAFF REPORT
STREET ABANDONMENT CASE 15-09
September 22, 2015**

Request	
Applicant: City of High Point Technical Review Committee	Proposal: To abandon excess right-of-way, from a former cul-de-sac, along the north and south side of Whitney Court.

Adjacent Streets		
Name:	Classification:	Right-of-Way and Pavement Width:
Whitney Court	Local Street	Right-of-way varies from 60-feet to 120-feet diameter cul-de-sac; 24-foot wide ribbon paving with side drainage swales

Adjacent Property Zoning and Current Land Use		
North	Residential Single Family-20 (RS-20) District	Single family dwelling
East	Residential Single Family-15 (RS-15) District	Single family dwelling and eastern portion of Whitney Court
South	Residential Single Family-20 (RS-20) District	Single family dwelling
West	Residential Single Family-12 (RS-12) District	Single family dwelling and western portion of Whitney Court

Analysis

The City of High Point Technical Review Committee (TRC) is requesting to abandon excess street right-of-way (ROW) along Whitney Court from a former cul-de-sac. In 1982, Whitney Court (formerly known as Brandon Court) was platted. It ran in a west-to-east direction from Brandon Drive and terminated at a 120-foot diameter cul-de-sac. In 1992, a new subdivision plat was recorded that extended Whitney Court and the excess asphalt pavement from the cul-de-sac was removed, which left a 24-foot wide paved roadway. However, the ROW from this former cul-de-sac is still in place. The TRC is requesting to abandon this excess ROW.

This abandonment request will not negatively affect the three parcels abutting this former cul-de-sac, as they will all still maintain access to a paved public street. If approved, the excess land area from the former cul-de-sac will be added to the three abutting parcels. Early notices to obtain input from abutting property owners were mailed out June 30, 2015. In addition, official mailed notice for the public hearing was sent to abutting property owners, a notice was published in the High Point Enterprise, and signs were posted per requirements. To date, staff has received no objections from the abutting property owners.

Findings & Recommendations

The TRC reviewed this request on July 1, 2015 and identified no issues related to the abandonment of this right-of-way. The Public Services Department and Engineering Services Department have identified a City stormwater pipe within this ROW and stated that easements must be retained over these lines.

This abandonment of the public's interest and conveyance of the right-of-way to the abutting property owners, as provided by state statutes, is found not to be contrary to the public's interest and is found not to deprive owners in the vicinity of the right-of-way reasonable means of ingress and egress to their property. The Planning and Development Department recommends approval of the request with the retention of a 30-foot wide stormwater easement centered over existing stormwater drainage pipes within and crossing the right-of-way.

Report Preparation

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



STREET ABANDONMENT REQUEST SA15-09

Applicant: City of High Point
Area: 0.11 acres



Location of requested street abandonment



Previously abandoned right-of-ways

**Planning & Development
Department**

City of High Point

Date: September 1, 2015



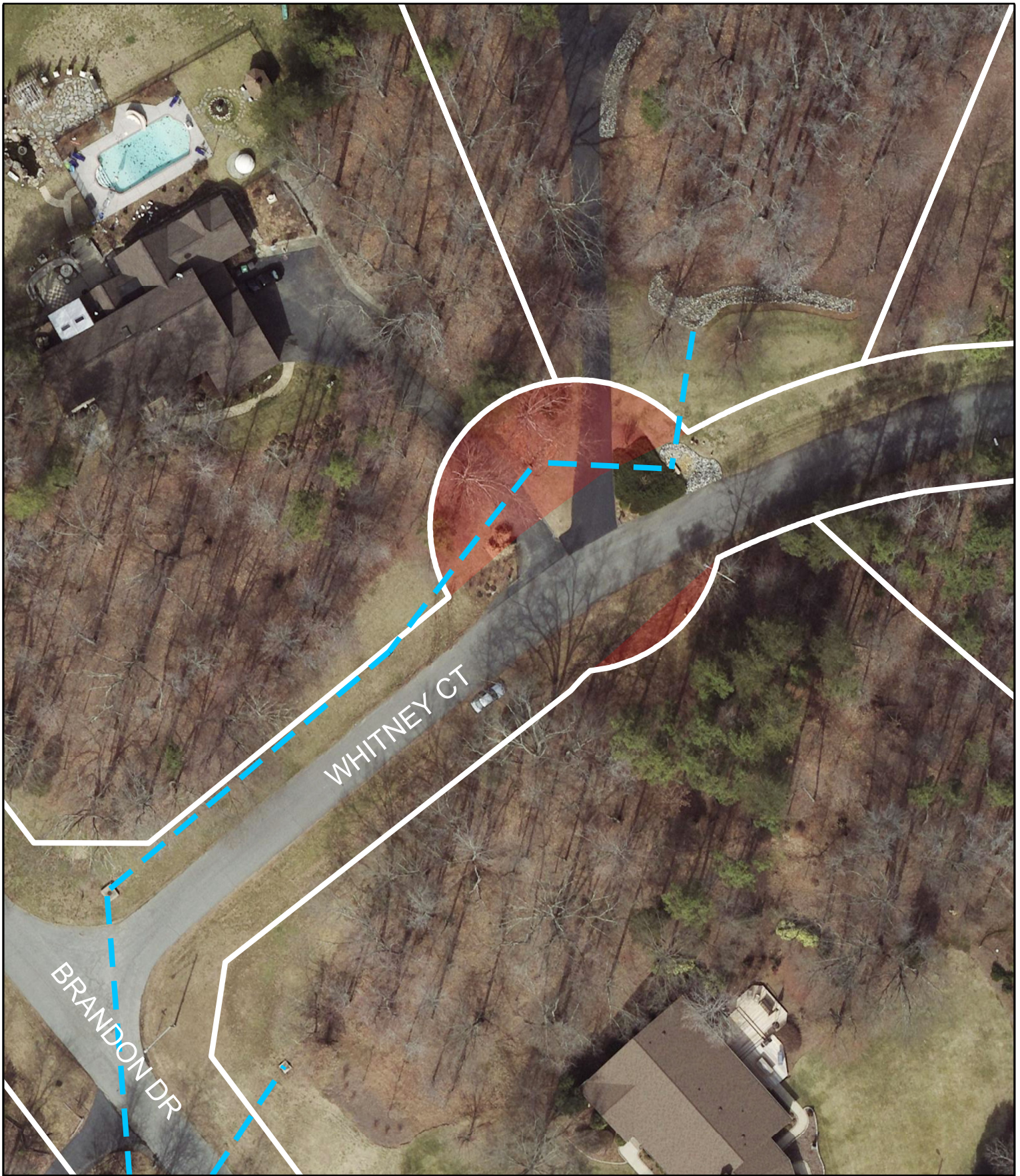
Scale: 1"=200'
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2015/pz/sa15-09.mxd

Attachments: Photographs (August 2015) and Aerial (February, 2014)
Looking eastward along Whitney Court towards the cul-de-sac to be abandoned.



Looking westward along Whitney Court towards the cul-de-sac to be abandoned.





STREET ABANDONMENT REQUEST SA15-09

Applicant: City of High Point
Area: 0.11 acres

-  Location of requested street abandonment
-  Previously abandoned right-of-ways
-  Stormwater Pipes

**Planning & Development
Department**

City of High Point

Date: September 22, 2015



Scale: 1"=50'
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2015/pz/sa15-09photo.mxd

Return to: Joanne Carlyle, City Attorney
City of High Point
P.O. Box 230
High Point, NC 27261
Resolution No. xxxx / 15-xx

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HIGH POINT, IN A REGULAR MEETING ASSEMBLED ON THE 2nd DAY OF NOVEMBER, 2015 AT 5:30 P.M. IN THE COUNCIL CHAMBERS OF THE MUNICIPAL BUILDING, HIGH POINT, NORTH CAROLINA:

Street Abandonment (Closure) Case 15-09

(Whitney Court - excess right-of-way from a former cul-de-sac)

A request by the Technical Review Committee to abandon excess right-of-way, from a former cul-de-sac, along the north and south side of Whitney Court.

WHEREAS, The City of High Point Technical Review Committee has petitioned the City Council of the City of High Point to permanently abandon (close) excess right-of-way from, a former cul-de-sac along, the north and south side of Whitney Court. Excess right-of-way from this former cul-de-sac is lying approximately 250 feet east of Brandon Court and is more specifically described as follows:

Excess right-of-way north of Whitney Court

Beginning at the existing southwestern property corner of lot "A" as recorded in (PB 136 PG 43) in the Office of the Register of Deeds of Guilford County, North Carolina; thence southwesterly through the lands of the City of High Point along the new proposed northern right-of-way line for Whitney Court along a curve with a radius of +/- 600' to an existing point located on the southern property line of lot #6; thence from said point northeasterly along the existing northern right-of-way with a

radius of 159.59' to a point; thence continuing along the same line with a 60' radius to the southeastern property corner lot #6; thence continuing along said line in a southeastern direction with a radius of 60' to a point; thence 4.98' in a southern direction to the point and place of beginning. The acreage for this abandonment is +/- 0.09 acres.

Excess right-of-way south of Whitney Court

Beginning at the existing northeastern property corner of lot "E" as recorded in **(PB 106 PG 90)** in the Office of the Register of Deeds of Guilford County, North Carolina; thence traveling along the existing southern right-of-way line of Whitney Court in southwestern direction along a curve with a radius of 60' to a point; thence continuing in the same direction along a curve with a radius of 159.59' to a point located on the existing southern right of way line of Whitney Court; thence traveling in a northeasterly direction along the new proposed southern right of way line of Whitney Court with a 2400' radius curve to the point and place of beginning. The acreage for the abandonment is +/- .03 acres.

The total acreage for both the north and south side of Whitney Court abandonments is +/- 0.12 Acres.

- WHEREAS, the petition has been duly filed with this Council in a Regular meeting assembled on the 5th day of October, 2015, at 5:30 p.m. setting the 2nd day of November, 2015 at 5:30 p.m., in the Council Chambers of the Municipal Building, as the time and place for a public hearing before said Council on said petition, and public notice of said time and place was ordered given, all pursuant to North Carolina G.S. 160A-299; and
- WHEREAS, due and proper notice of said hearing to be heard on the petition at this meeting of City Council was made by publication in the High Point Enterprise for four (4) consecutive weeks, beginning October 9, 16, 23, & 30, 2015; and,
- WHEREAS, the above entitled matter, pursuant to said resolution and notice was called for hearing before said Council at which time there was no objection or opposition offered on the part of any firm or corporation to abandon (closure) of excess right-of-way, from a former cul-de-sac, along the north and south side of Whitney Court; and
- WHEREAS, it appearing to the satisfaction of this Council and the Council finds as a fact that the said right-of-way as herein described is not necessary for ingress and egress to any land adjoining said street; that the closing of said street is not contrary to the public interest and that no other individual, firm or corporation owning property in the vicinity of said street, or in the

subdivision in which said street is located, will be deprived of reasonable means of ingress or egress to this property.

NOW THEREFORE BE IT RESOLVED:

1. That portions of the former cul-de-sac along the Whitney Court right-of-way, as described above, be closed pursuant to North Carolina G.S. 160A-299; and
2. That the City of High Point shall retain a 30-foot wide stormwater easement centered over existing stormwater drainage pipe within and crossing the right-of-way; and
3. That a copy of this resolution be filed in the Office of the Register of Deeds for Guilford County, North Carolina.

By order of the City Council,
this the 2nd day of November, 2015
Lisa B. Vierling, City Clerk

CITY OF HIGH POINT

AGENDA ITEM



Title: SP-15-0010

WI High Point Landfill, LLC

From: Lee Burnette, Planning & Development
Director

Meeting Date: November 02, 2015

Public Hearing: No

Advertising Date: NA

Advertised By: NA

Attachments: A. Staff Report
B. Applicant's Findings

PURPOSE:

A request by WI High Point Landfill, LLC for a major watershed variance to disturb an existing perennial and intermittent stream buffer as classified by the Department of Natural Resources Division of Water Quality. The buffer disturbance exceeds five percent (5%) of the stream; therefore, local and state (Environmental Management Commission) review is required. The site is located at 5830 Riverdale Road, which is lying along the west side of Riverdale Drive approximately 1/4 mile south of E. Kivett Drive. The site is also known as Guilford County Tax Parcel ID 0213048.

BACKGROUND:

Staff report and the Applicant's proposal is enclosed.

BUDGET IMPACT:

There is no budget impact.

RECOMMENDATION / ACTION REQUESTED:

- A. On October 7, 2015, the Technical Review Committee had a favorable recommendation for the proposed Major Watershed Variance.
- B. Staff recommends **approval** of the Watershed Variance Case SP-15-0010 as outlined in the attached staff report.

CITY OF HIGH POINT
DEPARTMENT OF PLANNING AND DEVELOPMENT

STAFF REPORT (Case # SP-15-0010)
MAJOR WATERSHED VARIANCE
November 2, 2015

Applicant: Waste Industries High Point Landfill, LLC	Owner: WI High Point Landfill, LLC	
Request: A major watershed variance is being requested for proposed disturbance of an existing perennial and intermittent stream buffer as classified by the Department of Natural Resources Division of Water Quality.		
Site Information		
Location	5830 Riverdale Drive located on the west side of Riverdale Drive between E. Kivett Drive and I-85. Guilford County Tax Parcel 0213048.	
Site Acreage	Approximately 153.8 acres	
Current Land Use	Construction Debris Landfill	
Land Use Plan Designation	Heavy Industrial and Rural Development	
Overlay Districts	Randleman Lake Watershed Critical Area (WCA) Tiers 2 and 3	
Site Access & Street Classification		
Street Name	Classification	Approximate Frontage
Riverdale Drive	Minor Thoroughfare	¼ Mile

Background:

The overall project site (approximately 81 acres) includes a scale house and office, a recycling center, maintenance building and parking/storage area, the existing construction and debris landfill, and the future cell areas that are currently pasture, scrub, and forest. The remainder of the site (approximately 73 acres) is reserved for stormwater basins, minor grading, and a recorded easement for a future City relocation of Kersey Valley Road.

The site was rezoned to Conditional Use Agriculture (CU AG Case #01-09) in 2001 to allow a construction and debris landfill. A Solid Waste Permit from the State was obtained to allow a construction and debris landfill with a design capacity of up to 4.7 million cubic yards.

Following the purchase of the landfill by the current owner additional environmental assessments were conducted. Two drainages areas with wetlands and a stream were identified. The stream is a jurisdictional stream for which riparian buffers must be preserved in accordance with the City's Development Ordinance (approved by NCDNER). The riparian buffer disturbance exceeds 5 percent of the stream buffer area; therefore, local and state (Environmental Management Commission) review is required.

Description of Request:

In order to retain their original approved design capacities for the Construction and Debris (C&D) Landfill the applicant is seeking a major watershed variance to disturb approximately 39,886 square feet of riparian stream buffer (23,718 sq. ft. in Zone 1 and 16,168 sq. ft. in Zone 2). The applicant considered several scenarios to avoid direct impact to the stream and riparian buffers. Please see Page 3, Table 2 of their request for documentation of the landfill expansion alternatives. After assessing all the alternatives the applicant believes that avoidance of the stream, although only reducing the C&D Landfill capacity by 600,000 cubic yards (19% of capacity), would have long term adverse impacts to the preserved stream.

Required Findings of Fact:

To approve a major variance to the standards and restrictions of Chapter 7, Article A (Watershed Protection Overlay Districts) of the City Development Ordinance, City Council is required to make the following findings of fact: 1) There are practical difficulties or unnecessary hardships that would prevent compliance with this Ordinance; 2) The variance is in general harmony with the general purpose and intent of this Ordinance and preserves its spirit; and 3) Public safety and welfare is assured and the granting of the variance will do substantial justice.

The applicant's submittal addresses the above finding in detail on pages 5 through 10 in their request documentation. The findings are summarized below:

(1) There are practical difficulties or unnecessary hardships that would prevent compliance with the watershed regulations. There are several practical difficulties and unnecessary hardships that result from the strict application of the Rule, as follows:

a) The hardship results from application of this title to the property rather than from other factors such as deed restrictions or other hardships. There are no other restrictions on the proposed landfill that would restrict its desired expansion.

b) The hardship is due to the physical nature of the applicant's property, such as its size, shape, or topography, such that compliance with the provisions of this title would not allow reasonable use of the property. The physical nature of this site is the key constraint limiting landfill expansion alternatives and preventing reasonable use of the property. The 35 acre watershed of the subject stream is contained almost entirely on the site. Practical landfill configurations that avoid the stream and buffer drastically alters the drainage on site and would likely reduce or eliminate flow in the upper reach of stream over the long term, eliminating its jurisdictional classification. Based on historical monitoring data collected for the hydrologic and geotechnical investigation of this site for solid waste permitting, groundwater regularly intersects the subject stream at a point near the impact limit of the proposed project. Therefore, the remaining stream channel would likely retain hydrology and be considered jurisdictional in the future after the drainage pattern on the site has changed.

c) The applicant did not cause the hardship by knowingly or unknowingly violating this title. The Site is currently in compliance with the Rule. The Site was developed as a C&D landfill facility by DH Griffin, and was transferred to WCA Waste Corporation prior to being acquired by the current applicant, Waste Industries (WI). WI's due diligence review and purchase of the site included prior permits and documents such as the CUP (Appendix 2) and NCDENR Solid Waste

Permit (Appendix 3). The subject stream was shown as part of the proposed landfill footprint in all these documents, which were already approved by the corresponding authorities. Potential expansion volumes used in the analysis of the purchase of the site included this airspace as it was approved in the DH Griffin and WCA plans. Future permitting of streams and wetlands is a common occurrence for landfills, as the three dimensional aspect of these sites require filling of low areas and drainages.

d) The hardship is rare or unique to the applicant's property. The property contains an existing C&D landfill, which is in itself relatively rare. As seen in Figure 3, only 10 alternative C&D disposal sites are currently present within a 50-mile radius of the site, which is where a majority of the waste stream for the Site is produced. Due to the need for stable side slopes and the three dimensional aspect of landfills, avoidance of the stream and buffer is more difficult.

e) If the applicant complies with the provisions of this title, the applicant can secure no reasonable return from, nor make reasonable use of, the applicant's property. The original landfill is nearing capacity and is constrained to the west by a perennial stream, to the south by the critical area of Randleman Reservoir, and to the north by a recycling facility and Riverdale Drive. Expansion to the east is the only alternative available to make use of the remaining property. The reasonable and efficient expansion of the existing C&D facility per the approved CUP is preferred to a new facility in a new location that would likely result in similar impacts and increased fragmentation of landfills.

(2) The variance is in harmony with the general purpose and intent of this title and preserves its spirit. The proposed project would have minimal effect on water quality, the protection of which is the primary purpose and intent of the Watershed Regulations. The amount of impervious area associated with this project is minimal (less than 4%). If the stream and buffer are avoided, stormwater management and rerouting of drainage on the site would eliminate most of the discharge going through the stream buffer which is the buffers intended function. The applicant is prepared to provide compensatory mitigation for the current resources on site, which would provide water quality benefits in the local area, in order to gain certainty in the design, construction, and management of the site.

(3) The granting of the variance assures the public safety and welfare and does substantial justice. The proposed facility design and operation, as well as the history of the existing facility, provide ample evidence that public safety and welfare have been considered and ensured for the future. The need for the landfill to provide reasonably close disposal options for new residential and commercial development has been discussed earlier. Public welfare would be ensured by the granting of this variance. The C&D landfill waste stream is complimentary to the existing Kersey Valley MSW landfill. The capacity provided by this project would save valuable MSW landfill volume and allow the City's facility to serve the public for a longer period of time. BMPs such as extended dry detention basins, grass swales, and level spreaders would be implemented as shown on the attached plans. A more detailed plan would be developed during the final design of the facility and submitted to the City and NCDWR to review during the City's final site plan review and 404/401 permitting process.

Watershed Review Committee Recommendation:

The City's Watershed Review Committee (WRC) met with the applicant in late August, 2015 to discuss the permitting history and proposed findings outlined above. The formal proposal was reviewed in late September, 2015. The WRC supports the arguments and evidence presented by the applicant to allow the disturbance of the stream buffers for a length of 394

linear feet resulting in buffer disturbance areas as outlined in Table 2 (attached documentation).

Staff's findings are based on the belief that the applicant's proposal is the best option to allow design capacity of the C&D landfill while adequately treating storm water runoff from the landfill prior to re-introducing the surface water flow back into the undisturbed stream channel south of the landfill.

Staff recommends approval subject to the following conditions:

1. A Site Plan (including the Watershed Control Plan component) is approved by the Technical Review Committee (TRC) prior to disturbance within the buffer area.
2. Issuance of the applicable 404/401 permits.
3. High Point reserves the right to approve the compensatory mitigation method. Details of the compensatory mitigation requirements would be evaluated and determined during the CWA 404/401 permitting process. Mitigation will be one or a combination of the following: in-lieu fee payment (local stream restoration project), mitigation bank payment (tagged for local projects), on-site preservation of streams and buffers, and increased stormwater control and treatment.



CAROLINA ECOSYSTEMS 3040 NC 42 West; Clayton, NC 27520 P: (919)-606-1065 F:(919)-585-5570 September 2015	N 0 150 300 Feet Property Boundary Wetlands Photo Approximate Locations Zone 1 Buffers Zone 2 Buffers Streams	Photo Locations High Point Landfill, LLC High Point C&D Landfill Guilford County, NC



Photo 1: Stormwater detention pond outfall.



Photo 2: Below stormwater pond outfall.



Photo 3: Entering upper wetland area.



Photo 4: Between wetland areas.



Photo 5: Short segment with evidence of concentrated flow.



Photo 6: Above second wetland area.



Photo 7: Drainage from old pond bed.



Photo 8: Within second wetland area.



Photo 9: Lower end of second wetland area.



Photo 10: Above intermittent stream origin.



Photo 11: Intermittent stream origin.



Photo 12: Below stream origin.



Photo 13: Within impact area.



Photo 14: Lower impact area.



Photo 15: Entering lower wetland area, below impact area.



Photo 16: Within lower wetland area.



Photo 17: Drainage pattern in lower wetland area.



Photo 18: Beginning to concentrate in lower wetland area.



Photo 19: Beginning to reform below wetland.



Photo 20: Saturated soils below lower wetland area.

September 25, 2015

City of High Point
Technical Review Committee
211 South Hamilton Street
High Point, NC 27260

**RE: TRC Watershed Plan Application & Major Variance Request
High Point C&D Landfill
Jamestown, North Carolina**

Dear Technical Review Committee:

The purpose of this letter and application is to request the City of High Point's (City) review, favorable recommendation, and forwarding of a Major Variance to the NC Environmental Management Commission as described in City ordinance Section 9-9-11 (Ordinance). The proposed project varies from the Randleman Lake Water Supply Watershed: Protection and Maintenance of Existing Riparian Buffers rule (15A NCAC 02B .0250) (Rule).

Application of the Rule and Ordinance as currently required on the High Point Construction and Demolition (C&D) Landfill Property would restrict both the capacity and lifespan of the solid waste facility. The required buffers on this property, due to its size, configuration, and proximity to the critical area of Randleman Lake, present unnecessary hardship and practical difficulties to its intended use as a C&D landfill.

This letter describes the project and the justification for this variance request, as required by the Rule and Ordinance. Also enclosed are supporting documents for the request including site maps, engineering plans, site photographs, and preliminary stormwater design. We respectfully request your consideration of this information during your evaluation of this project.

Background Information

The High Point C&D Landfill (Site) is located at 5822 Riverdale Drive, Jamestown NC, in southwestern Guilford County (**Figure 1**). It lies within the Deep River watershed of the Cape Fear River (8-digit HUC 03030003). Stream and wetland resources on the site drain to an unnamed tributary of Richland Creek (17-7-(4)), which carries a NC Division of Water Resources (NCDWR) classification of WS-IV.

The Site (Guilford County PIN 0213048) is a 153.8 acre tract. Existing development on the property includes a scale house and office, a recycling center, maintenance building and parking/storage area, the existing C&D landfill, and the future landfill cell areas that are currently pasture, scrub, and forest (**Figure 2**). The remainder of the property is within the Randleman Lake critical area, and is reserved for stormwater basins, minor grading, and a recorded easement for a future City relocation of Kersey Valley Road, per the Conditional

Use Permit (CUP) and in compliance with water supply watershed requirements. This reserved area takes up approximately 73 acres or 47% of the entire site.

The proposed landfill expansion area contains two drainages with wetlands and a stream under the jurisdiction of the Clean Water Act (CWA). The stream would also be under the jurisdiction of the Rule/Ordinance. The depiction of CWA jurisdictional resources shown in **Figure 2** and **Engineering Figure 1** have been verified in the field by Mr. David Bailey of the US Army Corps of Engineers (USACE) on 8/26/2014. Stream buffers shown are based on a NC Division of Water Resources (NCDWR) determination by Ms. Sue Homewood on 12/11/2014 after an appeal of the City determination (see **Appendix 1**).

Project Purpose and Need

The purpose of the Waste Industries High Point C&D Landfill Expansion is to provide construction and demolition waste capacity to serve the growth and development over the next 20 or more years in High Point and the Triad area. The project goal is to realize the previously planned and permitted waste capacity of the landfill as approved in the facility's CUP and Solid Waste Permit, while avoiding the designated water supply critical area on the site.

Due to the rapid growth in the Triad area, there is a continuous demand for C&D disposal. As can be seen in **Figure 3**, there are a limited number of C&D facilities in the area. Ten C&D landfills occur within 50-miles of the Site. The permitted capacities of each of these landfills are shown in **Table 1**. Only three of the ten alternative existing disposal locations are private facilities, while the remainder are public and take waste primarily from their local area. The total available capacity of all these sites does not meet the future demand for C&D disposal over the next several decades. It should be noted that many of those capacities do not represent actual available capacity, but rather maximum site capacity that may not be realized. For example, the Site is shown on NC Department of Environment and Natural Resources (NCDENR) records to have 4.7 million cubic yards (MCY) of capacity, while the full build out capacity proposed for this site is 3.3 MCY.

TABLE 1: Permitted C&D Landfills

Figure 3 Location ID	Permit Name	Public/ Private	Gross Capacity (cy)	Remaining Airspace (cy)	Remaining Life (yrs)
P0792	Albemarle, City Of, CDLF	Public	2,390,900	1,757,527	10.4
P0796	Cabarrus County CDLF	Public	535,284	165,055	0.6
P1019	Gold Hill Road C&D Debris Landfill	Private	1,114,400	566,170	15.9
P1051	Davidson County CDLF	Public	308,752	107,932	4.1
P0563	Austin Quarter C&D Unit	Public	338,897	115,601	12.9
P0879	Cobles C&D Landfill	Private	6,935,903	6,089,192	45.9
P1067	High Point C&D Debris Landfill	Private	4,773,968	4,700,995	21.9
P1170	Orange County C&D Landfill	Public	790,000	652,900	12.0
P0970	A-1 Sandrock C&D Landfill	Private	2,231,848	1,930,228	12.8
P0708	Old Salisbury Road CDLF	Public	4,030,000	1,282,746	3.8
P0801	Greensboro, City Of	Public	2,525,443	1,202,343	25.1

- Gross capacity determined from most recent Permit to Construct or Permit to Operate.
- Remaining airspace determined from 2012-2013 Annual Facility Report
- Remaining Life calculated assuming LF receives waste in the amount equal to permitted limit each year and two years subtracted.

Project Alternatives

Alternative site designs were evaluated that encompassed complete avoidance of all resources to multiple minimization alternatives. Each of these is presented in **Table 2**, along with the attached engineering exhibits, and evaluated below. Intermediate alternatives between these options were considered, but not included as they did not provide significant or practical differences from the options below.

TABLE 2: High Point C&D Landfill Expansion Alternatives

Alternative (see attached plans)	Waste Area (ac)	Capacity (mcy)	Impacts		
			Wetland (ac)	Stream (lf)	Buffers (sq.ft.) Zone 1 / Zone 2
No Impact	33.4	1.0	0 ac	0	0 / 0
Minimization Impact I	41.3	2.0	0.55	0	0 / 0
Minimization Impact II	44.0	2.7	0.59	0	0 / 0
Proposed Project	46.0	3.3	0.59	394	23,718 / 16,168

ac = acres; mcy= million cubic yards; lf = linear feet

No Impact Option (Engineering Figure 2)

The avoidance of all jurisdictional features (buffers, streams, and wetlands) was evaluated but deemed not practical as it creates fragmented cells. The areas remaining for landfill with this option yield approximately 0.98 MCY of capacity, which

is a 70% loss compared to the proposed project. Due to the cost and difficulty of permitting, constructing, and maintaining three mostly isolated cell units, this option was not determined to be feasible.

Minimization of Impact Option 1 (Engineering Figure 3)

This option avoids the primary drainage on the site including the existing stormwater BMP and wetlands above the subject buffered stream. This landfill configuration would involve wetland impacts that would require issuance of an Individual Permit from the USACE. The option results in two distinct landfill cells that yield approximately 1.8 MCY of capacity, which is about a 45% loss compared to the proposed project. The watershed of the subject drainage would be altered by this configuration, resulting in a change from 35 acres to 6.5 acres. Stormwater runoff from the remaining acreage would be discharged in a similar location to the Proposed Project. Due to the significant loss of landfill volume, in combination with the change in site hydrology and potential long-term drainage of the upper portion of the stream channel (see Finding of Fact Item 1b), this option was determined not practical. In addition, to retain maximum drainage into the stream channel, a BMP would be required in jurisdictional wetlands, which is often difficult to permit through the CWA.

Minimization of Impact Option 2 (Engineering Figure 4)

This option would avoid all stream and buffer impacts and not require a variance from either the City or State. This landfill configuration involves similar wetland impacts as Minimization Option 1 and the Proposed Project, and would require a CWA permit. This option results in a landfill capacity of 2.675 MCY, which is a 19% loss versus the proposed project. While this is a much greater landfill volume than the No Impact and Minimization Option 1, the drainage to the subject stream would be radically altered. Less than an acre of landfill berm slopes would drain to the stream, and runoff from the remaining 35-acre watershed would be rerouted and captured in on-site BMPs before discharging at a similar point to that of the Proposed Project. This loss of hydrologic input to the upper reach of stream would likely reduce or eliminate function down to a point where groundwater flow significantly contributes to the stream (regular intersection of the stream channel and water table). Based on site hydrogeologic data, this point is near the limit of impact of the Proposed Project as described below. This option is not deemed preferable due to the loss of approximately 20% capacity, associated with a similar long-term stream impact as the Proposed Project.

Proposed Project (Engineering Figure 5)

The proposed project involves building the full allowable capacity of the landfill anticipated under the existing CUP and Solid Waste Permit. Impacts to wetlands would be similar to other options, but there would also be impacts to both stream and riparian buffers. Since the avoidance of the stream would likely cause similar long-

term effects as described above, the Proposed Project was deemed the most practical alternative. Building Minimization Option 2 and waiting a number of years to evaluate the condition of the subject stream was considered, as this would avoid the need for a variance or any compensatory stream and buffer mitigation. Due to the uncertainty of the exact location where the stream characteristics would be retained, and the difficulty of constructing and maintaining a “bowl” around the stream, it was determined to be better to accept the proposed impact and provide compensatory mitigation to offset this loss.

Based on the change between pre and post-construction drainage, there would be a significant loss of drainage contributing to the subject stream’s upper reaches with all practical landfill options (Minimization Option 2 and Proposed Project). This would have a long term effect on the hydrology of the subject stream to such an extent that it might no longer be jurisdictional in the future. Similar situations on other solid waste sites have shown this to be a valid concern, due to the reconfiguration of on-site drainage associated with these facilities. This, in addition to the large loss of landfill capacity, resulted in the Proposed Project being chosen.

Findings of Fact

Per City Ordinance Section 9-9-11, the following findings of fact are provided for your consideration. Each City ordinance item is provided below in *italics*.

(1) *There are practical difficulties or unnecessary hardships that would prevent compliance with this title.*

There are several practical difficulties and unnecessary hardships that result from the strict application of the Rule, as follows:

- a) *The hardship results from application of this title to the property rather than from other factors such as deed restrictions or other hardships.*

There are no other restrictions on the proposed landfill that would restrict its eastward expansion, beside the Rule and CWA permitting. Expansion plans showing the proposed project have been approved under a City CUP (**Appendix 2**) and a NCDENR Solid Waste Permit (**Appendix 3**). The CWA Individual Permit would be applied for upon conclusion of the variance process, and coordination with the USACE and NCDWR has been initiated. The only deed restriction on the site is a road right-of-way dedicated for the City’s future realignment of Kersey Valley Road to allow for expansion of the City’s MSW landfill. Watershed restrictions apply to the southern portion of the site, preventing landfill cells within approximately 47% of the site (**Figure 2**).

- b) *The hardship is due to the physical nature of the applicant’s property, such as its size, shape, or topography, such that compliance with the provisions of this title would not allow reasonable use of the property.*

The physical nature of this site is the key constraint limiting landfill expansion alternatives and preventing reasonable use of the property. Expansion to the south is not possible due to compliance with the Water Supply Watershed critical area for the Randleman Reservoir. Expansion to the west is not possible due to a perennial stream and the City of High Point's Municipal Solid Waste (MSW) Landfill. Expansion to the north is not possible because of an existing road and established recycling facility, which is a requirement of the CUP.

The 35 acre watershed of the subject stream is contained almost entirely on the site. The retention and discharge of stormwater from a BMP south of the existing scale house, as well as drainage from the eastern portion of the site, significantly contributes to the stream flow in the upper reach. Practical landfill configurations that avoid the stream and buffer, described above, drastically alter the drainage on site and would likely reduce or eliminate flow in the upper reach of stream over the long term, eliminating its jurisdiction under the CWA and Rule. Based on historical monitoring data collected for the hydrologic and geotechnical investigation of this site for solid waste permitting, groundwater regularly intersects the subject stream at a point near the impact limit of the proposed project. Therefore, the remaining stream channel would likely retain hydrology and be considered jurisdictional in the future after the drainage pattern on the site has changed.

- c/ *The applicant did not cause the hardship by knowingly or unknowingly violating this title.*

The Site is currently in compliance with the Rule. The Site was developed as a C&D landfill facility by DH Griffin, and was transferred to WCA Waste Corporation prior to being acquired by the current applicant, Waste Industries (WI). WI's due diligence review and purchase of the site included prior permits and documents such as the CUP (**Appendix 2**) and NCDENR Solid Waste Permit (**Appendix 3**). The subject stream was shown as part of the proposed landfill footprint in all these documents, which were already approved by the corresponding authorities. Potential expansion volumes used in the analysis of the purchase of the site included this airspace as it was approved in the DH Griffin and WCA plans.

Future permitting of streams and wetlands is a common occurrence for landfills, as the three dimensional aspect of these sites require filling of low areas and drainages. Therefore, assuming future permitting of the cells is a typical approach in a pre-purchase review of a solid waste site. In addition, the current City stream buffer ordinance seems to have stricken out the language related to buffer applicability based on on-site evidence of a stream (**Appendix 4**). On the surface, this language suggests that only USGS and NRCS mapping can be used to determine buffer applicability in the City's

jurisdiction of the Randleman watershed. These maps (**Figures 4 and 5**) do not show the subject stream. While this has since been addressed by the City through clarification provided by the Planning Department (**Appendix 4**), under initial due diligence review the ordinance does not seem to apply to the subject stream. In fact, WI still respectfully contends that the ordinance, as written, should not apply to the site, but is foregoing any legal avenues, accepting the City's clarification, and requesting this variance.

d) The hardship is rare or unique to the applicant's property.

The property contains an existing C&D landfill, which is in itself relatively rare. As seen in **Figure 3**, only 10 alternative C&D disposal sites are currently present within a 50-mile radius of the site, which is where a majority of the waste stream for the Site is produced. Of these alternative sites, only three are private facilities and the other seven are public and likely take waste from a more limited service area. New C&D sites are extremely difficult to locate and permit due to restrictive siting requirements (**Appendix 5**) that do not apply to existing sites.

Due to the need for stable side slopes and the three dimensional aspect of landfills, avoidance of the stream and buffer is magnified to a much greater extent than avoidance for a typical "two dimensional" development, which can develop up to the edge of the buffer without being impeded.

The location of this property adjacent to the Kersey Valley MSW landfill is also unique. The C&D disposal capacity available at the Site compliments the City's MSW site by saving their valuable MSW capacity and lengthening the lifespan of that facility.

e) If the applicant complies with the provisions of this title, the applicant can secure no reasonable return from, nor make reasonable use of, the applicant's property.

The constraints of the site described above already severely limit use of this site, even without application of this rule. Compliance with the Randleman watershed critical area restricts approximately 47% of the site to minor uses such as grading and stormwater.

The original landfill is nearing capacity and is constrained to the west by a perennial stream, to the south by the critical area of Randleman Reservoir, and to the north by a recycling facility and Riverdale Drive. Expansion to the east is the only alternative available to make use of the remaining property. The location of the Randleman Lake protected tiers (**Figure 2**) render significant portions of the site unusable. The reasonable and efficient expansion of the existing C&D facility per the approved CUP is preferred to a

new facility in a new location that would likely result in similar impacts and increased fragmentation of landfills.

(2) The variance is in harmony with the general purpose and intent of this title and preserves its spirit.

The proposed project would have minimal effect on water quality, the protection of which is the primary purpose and intent of the Rule. The amount of impervious area associated with this project is minimal (less than 4%). This is well below any regulatory thresholds for stormwater BMPs and also below NCDENR recommended limitations for the protection of sensitive aquatic environments. The closed landfill cap would be a vegetated cover that allows infiltration of precipitation before it is collected and drained to a BMP. The cap (see **Engineering Figure 7**) would serve to provide detention and some treatment prior to the BMP. In fact, during the typical water quality storm of concern (2-year), there would be minimal discharge from the BMPs. Rigorous maintenance and monitoring requirements would be implemented to protect water quality as described below.

The long-term effects of other alternatives, including practical alternatives that do not require a variance, would be similar to the proposed project, as discussed above. If the stream and buffer are avoided, stormwater management and rerouting of drainage on the site would eliminate most of the discharge going to the stream buffer, which would therefore not provide its intended function.

WI has evaluated the option of avoiding the stream and buffer, and re-evaluating it at a later date after the surface runoff has been rerouted to the proposed BMPs. While this option would greatly reduce the cost of the project by potentially avoiding this variance, CWA permitting, and compensatory mitigation, it would create some uncertainty as to the eventual location of stream and buffer jurisdiction and increase costs and difficulty of design and construction of the "bowl" area that would need to be filled in later. The NCDENR Solid Waste Section has stated that, assuming all appropriate approvals are granted, they would prefer to see a lateral expansion of a landfill rather than filling back in a "bowl" later.

Therefore, WI is prepared to provide compensatory mitigation for the current resources on site, which would provide water quality benefits in the local area, in order to gain certainty in the design, construction, and management of the site. Compensatory mitigation would be one or a combination of in-lieu fee payment, mitigation bank payment, on-site preservation of streams and buffers, and increased stormwater control and treatment. Details of the compensatory mitigation requirements would be evaluated and determined during the CWA 404/401 permitting process.

(3) The granting of the variance assures the public safety and welfare and does substantial justice.

The proposed facility design and operation, as well as the history of the existing facility, provide ample evidence that public safety and welfare have been considered and ensured for the future. The need for the landfill to provide reasonably close disposal options for new

residential and commercial development has been discussed earlier. The proximity of the landfill to ongoing development in Guilford County and surrounding areas would not only reduce hauling costs, but also reduce the amount of truck traffic that would otherwise have to travel to alternative sites along public roads. This reduction in truck traffic reduces emissions and increases public safety.

Public welfare would be ensured by the granting of this variance. The C&D landfill waste stream is complimentary to the existing Kersey Valley MSW landfill. The capacity provided by this project would save valuable MSW landfill volume and allow the City's facility to serve the public for a longer period of time. Use of an alternate disposal site would increase costs due to haul distances, and these costs would be passed on to the public through developers and contractors.

Significant environmental protections are already in place, and would be increased with the proposed project. A detailed Water Quality Monitoring Plan, which includes ground and surface water, would be developed and approved by the State. This plan would be implemented, as it is currently for the existing facility, and would continue for, at minimum, 30 years post-closure of the landfill, or approximately 2065. The monitoring plan would include at least 20 inorganic constituents and 48 organics (see **Appendix 6**), which would be monitored on a semi-annual basis. If any significant difference occurs from background concentrations, a step-wise increase in protection would be initiated including increasing the number of constituents monitored, providing an assessment of corrective measures, and if required a corrective action plan. The landfill cap, slopes, and BMPs would also be monitored and maintained for at least 30 years after closure. This would ensure the proper function of the drainage system and stormwater measures. The post closure monitoring and maintenance is required by State law, and proof of financial assurance for these activities must be provided.

The potential for water quality degradation to occur as a result of this project is minimal due to the inert nature of the facility. Waste accepted at this facility is only construction and demolition, and other inert debris as shown in **Appendix 7**. More active waste including MSW, contaminated soils, and yard waste, are not allowed in this facility. In addition, the site is required by the CUP to maintain the recycling center on the site to reduce the waste stream and provide beneficial use of any recoverable materials.

BMPs such as extended dry detention basins, grass swales, and level spreaders would be implemented as shown on the attached plans. A more detailed plan would be developed during the final design of the facility and submitted to the City and NCDWR to review during the City's final site plan review and 404/401 permitting process.

Additionally, NCDENR regulations require more conservative design standards in comparison to the Rule. For instance, their minimum required design storm is the 25 year-24 hour event, which results in extended dry detention basins with no outflow during the 1-inch 24-hour storm required by NCDENR criteria. This would provide 100% settling efficiency and the highest possible water quality protection.

Substantial justice would result from the granting of this variance, as the City's Kersey Valley Landfill, adjacent to this Site, was granted a similar variance.

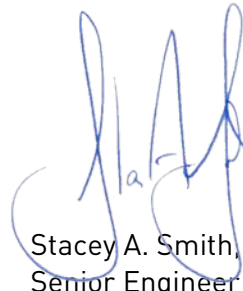
Conclusion

We would appreciate your consideration of this information during the review of this variance request, and look forward to your favorable review of this project. Please contact me at your convenience if you have any questions or require further information.

Sincerely,
SMITH GARDNER, INC.



Phil May,
Carolina Ecosystems, Inc.
phil.may@carolinaeco.com



Stacey A. Smith, P.E.
Senior Engineer
stacey@smithgardnerinc.com



SAS/PM/swh

Attachment

cc: David Pepper, Waste Industries
Seth Heath, Waste Industries
File

CITY OF HIGH POINT

AGENDA ITEM



Title: Purchase of Ten new Dodge Charger Marked Patrol Cars

From: Marty A. Sumner, Chief of Police

Meeting Date: November 2, 2015

Public Hearing: N/A

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

Attachments: Formal Bid Recommendation

PURPOSE:

The additional vehicles are needed for the ten (10) vacant sworn officer positions we intend to fill this year for the first time in years. Fleet would then have enough vehicles to issue one to all sworn officers and maintain some reliable spares.

BACKGROUND:

According to Gary Smith, Fleet Services Director, he was able to order 12 new replacement vehicles for the Police Department this budget year. When those vehicles arrive all the budgeted funds for replacement vehicles will have been spent. Adding the ten additional vehicles to the fleet after all budgeted funds have been spent is an approved use of seized funds under the federal guidelines.

BUDGET IMPACT:

No budget impact. I propose using federally forfeited equitable sharing funds (seized funds) for the entire purchase. There is no match required and there is approximately \$409,200 in federal asset forfeiture funds available. The state contract price for each car is \$27,575 for a total of \$275,750.

RECOMMENDATION / ACTION REQUESTED:

I respectfully request City Council approval to purchase ten (10) new Dodge Charger marked patrol cars using federally forfeited equitable sharing funds (seized funds); and, authorize the appropriate city official to execute all documentation necessary for this purchase.





**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT: **Police**

COUNCIL AGENDA DATE: **November 2, 2015**

BID NO.: **State Bid 070B** CONTRACT NO.: **Item # 13** DATE OPENED:

DESCRIPTION:

Request approval to purchase 10 new 2016 Dodge Charger marked patrol cars using federally forfeited equitable sharing funds (seized funds) for the entire purchase

PURPOSE:

The additional vehicles are needed for the 10 vacant sworn officer positions that have been approved to be filled this year for the first time in years

COMMENTS:

The price is \$27,575 each or total cost of \$275,750 for ten using the NC State Term Contract 070B Item # 13.

RECOMMEND AWARD TO: **Ilderton Dodge Chrysler** AMOUNT: **\$275,750.00**

JUSTIFICATION:

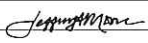
The 2016 Dodge Charger is similar to the ones Police Department is currently using and will meet their continuing needs.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
301310	532401	301006310201	55320	275,750
TOTAL BUDGETED AMOUNT				275,750

DEPARTMENT HEAD: **Marty A. Sumner** Digitally signed by Marty A. Sumner
Date: 2015.10.16 09:34:37 -04'00' DATE: **Oct 16, 2015**

The Purchasing Division concurs with recommendation submitted by the **Police Department** and recommends award to the lowest responsible, responsive bidder **Ilderton Dodge** in the amount of \$ **275,750.00**.

PURCHASING MANAGER: **Tarinda Chappell** Digitally signed by Tarinda Chappell
DN: cn=Tarinda Chappell, o=City of High Point, ou=Purchasing,
email=tarinda.chappell@highpointnc.gov, c=US
Date: 2015.10.19 11:00:30 -04'00' DATE: **Oct 19, 2015**

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR:  Digitally signed by Jeffrey A. Moore
DN: cn=Jeffrey A. Moore, o=City of High Point, NC,
ou=Financial Services Director,
email=jmoore@highpointnc.gov, c=US
Date: 2015.10.22 11:13:04 -04'00' DATE: **Oct 22, 2015**

CITY MANAGER: **Greg Demko** Digitally signed by Greg Demko
DN: cn=Greg Demko, o, ou, email=greg.demko@highpointnc.gov,
c=US
Date: 2015.10.22 11:13:04 -04'00' DATE: **Oct 22, 2015**

**STATE OF NORTH CAROLINA
WAKE COUNTY**

SPECIAL AGREEMENT

between

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

and

City of High Point

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

WITNESSETH:

WHEREAS, this AGREEMENT is made on the last date signed below between the Department and the Municipality for the emergency removal of disaster related debris during a State of Disaster or Imminent Threat of Disaster and/or a State of Emergency declared pursuant to the North Carolina General Statutes, Chapter 14 and Chapter 166A; and,

WHEREAS, during a declared State of Disaster or Imminent Threat of Disaster which implements the North Carolina Emergency Operations Plan, hereinafter referred to as "the NCEOP", the Department may be called upon to perform certain functions, including the removal of debris from the right of way of public roads and streets, pursuant to the NCEOP; and the Robert T. Stafford Disaster Relief and Emergency Assistance Act, herein referred to as the "Stafford Act", as it relates to this AGREEMENT; and,

WHEREAS, in certain instances, the Moving Ahead for Progress in the 21st Century Act, hereinafter referred to as "MAP-21," allows the Federal Emergency Management Agency, hereinafter referred to as "FEMA," to reimburse for debris removal on Federal Highway Administration, hereinafter referred to as "FHWA," routes; and,

WHEREAS, the Municipality has requested and the Department is in agreement that it be allowed the opportunity and responsibility to perform certain Department functions as set forth in the NCEOP, in order to assure that its citizens are served and protected; and,

WHEREAS, the Parties have conferred as to the best methods and practices to allow the Municipality to assume these responsibilities;

NOW, THEREFORE, the Parties hereto, each in consideration of the promises and undertakings of the other as herein provided, do hereby covenant and agree, each with the other, as follows:

DEFINITIONS

1. For purposes of this AGREEMENT, the following definitions shall apply:
 - A. "State Routes" shall mean those roads maintained by the Department on the National Highway System, including US and NC Routes and Secondary Routes that are identified by a four-digit State Route (SR) number.
 - B. The term "disaster related debris" shall be such debris for which removal costs are considered eligible for reimbursement by FEMA during a particular State of Disaster, Imminent Threat of Disaster or State of Emergency.

DESCRIPTION OF WORK

2. The Municipality shall remove and dispose of disaster related debris on all released State Routes. In so doing, the Municipality shall comply with all State and Federal policies, guidance, and requirements regarding procurement, storm debris removal, monitoring and disposal including landfill quantity calculations and site disposal costs.
3. The Municipality shall remove all disaster related debris even if such removal requires multiple passes on a particular route and shall continue until the mutually agreed upon completion date. All work pursuant to this AGREEMENT shall be completed to the satisfaction of the Department's Division Engineer of the Transportation Division in which Municipality is located. The Division Engineer's decision as to the completeness of the work shall be final.

TIME FRAME

4. This AGREEMENT shall remain in effect for five (5) years from the date execution included herein. This AGREEMENT may be extended for two (2) additional years, contingent upon the availability funds, if mutually agreed upon in writing by the Parties. On behalf of the Municipality, extensions may be authorized and executed by the City Manager or other official as designated without further resolution of the Municipality.
5. All work pursuant to this AGREEMENT shall be completed by a date mutually agreed to by DEM, FEMA, the Department and Municipality.

REIMBURSEMENT FOR ELIGIBLE COSTS

6. The Municipality shall apply directly to FEMA for reimbursement of eligible debris removal costs in accordance with the rules, regulations and procedures of those agencies for such debris removal at that time. Any reimbursement must be governed by the current rules, regulations and procedures of those agencies for the specific State of Disaster, Imminent Threat of Disaster or State of Emergency, and the Department shall not be responsible for any portion of reimbursement costs whatsoever to Municipality.

PROCEDURES FOR REMOVAL OF DISASTER RELATED DEBRIS

7. During a State of Disaster or Imminent Threat of Disaster and/or a State of Emergency declared pursuant to Chapters 14 and 166A of the North Carolina General Statutes and upon a determination by the Parties that is desirable that Municipality be responsible for removal of debris from the right of way of State Routes, the Municipality shall submit a completed *Request Release of State System Roads*, Form SSR-01, (see Appendix A) to the Department's Division Engineer. This request, if approved, will release the identified State Routes to the Municipality for disaster related debris removal.
8. The Department will review the Municipality's *Request Release of State System Roads*, Form SSR-01 and respond in writing indicating whether the Department has approved or denied the request from the Municipality for removal of disaster related debris under the terms of this AGREEMENT. If approved, this action will be considered the Municipality's "Notice to Proceed" with the work.
9. When the Municipality is approved for the removal of disaster related debris on State Routes under the terms of this AGREEMENT, the Municipality will be responsible for complying with all Department rules, regulations and procedures including, but not limited to, safety, insurance, and traffic control in accordance with the Manual on Uniform Traffic Control Devices when undertaking the work.
10. The Municipality shall provide a written report to the Department's Division Engineer that includes a detailed description and quantities of the work accomplished for each Notice to Proceed issued by the Department within sixty (60) days of the completion of the work.
11. The Municipality shall be responsible for repair of any damages to the state maintained rights of way, which may be caused by debris removal operations undertaken pursuant to this AGREEMENT. All repairs shall be completed to the satisfaction of the Department's Division Engineer of the Transportation Division in which the Municipality is located. The Division Engineer's decision as to the completeness of the work shall be final.

PRINCIPAL REPRESENTATIVE

12. To provide consistent and effective communication between the Parties, each Party shall appoint a Principal Representative to serve as its central point of contact responsible for coordinating and implementing this AGREEMENT. Any notices required by this AGREEMENT shall be in writing and shall be personally delivered or sent by United States mail, First Class postage pre-paid to ensure delivery to the Parties, respectively, at the following addresses, unless a Party has been notified in writing by the other of a change of address:

To the Department:

Michael L. Holder, P.E.
Chief Engineer
North Carolina Department of Transportation
1501 Mail Service Center
Raleigh, North Carolina 27699-1501

To the Municipality:

Greg Demko, City Manager
City of High Point
P.O. Box 230
211 South Hamilton Street
High Point, NC 27261

ADDITIONAL PROVISIONS

13. This AGREEMENT may be amended at any time by mutual agreement of the Parties by a written Supplemental Agreement approved and signed by the Parties.
14. This AGREEMENT may be terminated by either Party upon submission of a thirty (30) day advance written notice of termination to the other Party, except in instances where there is active debris removal. In these instances where active debris removal is ongoing, the termination will be effective no sooner than thirty (30) days after the completion of all active debris removal already underway.
15. This AGREEMENT is solely for the benefit of the identified Parties to the AGREEMENT and is not intended to give any rights, claims, or benefits to third parties or to the public at large.
16. The Municipality shall comply with Title VI of the Civil Rights Act of 1964 (Title 49 CFR, Subtitle A, Part 21). Title VI prohibits discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.
17. It is the policy of the Department not to enter into any agreement with parties that have been debarred by any government agency. By execution of this AGREEMENT, the Municipality certifies, that neither it nor its agents or contractors performing work included in this AGREEMENT are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by a governmental department or agency.
18. The Municipality shall certify to the Department compliance with all State laws and regulations and ordinances that are applicable to the County in connection with the work included in this AGREEMENT and shall indemnify the Department against any fines,

assessments or other penalties resulting from noncompliance by the Agency or any entity performing work included in this AGREEMENT under contract with the Municipality.

19. The Municipality is solely responsible for all agreements, contracts, and work orders entered into or issued by the Municipality for the work included in this AGREEMENT. The Department is not responsible under this AGREEMENT for any expenses or obligations incurred for the work included in this AGREEMENT.
20. The Municipality agrees to indemnify and hold harmless the Department, FHWA and the State of North Carolina for any and all claims for payment, damages and/or liabilities of any nature including damage or injury to persons or to private property occurring as a result of the debris removal activities asserted against the Department in connection with this AGREEMENT. The Department shall not be responsible for any damages or claims, which may be initiated by third parties.
21. In compliance with state policy, the Municipality shall have a Conflict of Interest Policy for its employees, in addition to the statutory conflict of interest restrictions applicable to its directors.
22. All terms and conditions of this AGREEMENT are dependent upon, and subject to, the allocation of funds for the purpose set forth in the AGREEMENT and the AGREEMENT shall automatically terminate if funds cease to be available.
23. The Municipality and its agents shall maintain all books, documents, papers, accounting records, Project records and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Municipality shall make such materials available at its office and shall require its agent to make such materials available at its office at all reasonable times during the contract period, and for five (5) years from the date of the final payment, for inspection and audit by the Department's Financial Management Section, the Office of State Management and Budget, the FHWA, or any authorized representatives of the Federal Government.
24. In accordance with OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations" (http://www.whitehouse.gov/omb/circulars_default) and the Federal Single Audit Act Amendments of 1996, the Municipality shall arrange for an annual independent financial and compliance audit of its fiscal operations. The County shall verify to the Department that the annual independent audit report has been completed within nine (9) months after the Municipality's fiscal year ends.
25. The Department must approve any assignment or transfer of the responsibilities of the Municipality set forth in this AGREEMENT to other parties or entities.
26. In no way shall it be construed or implied that either the Department or the Municipality is by this AGREEMENT intending to abrogate its obligation and duty to comply with the regulations promulgated under Federal and state law.
27. This AGREEMENT contains the entire agreement between the Parties and there are no understandings or agreements, verbal or otherwise, regarding this AGREEMENT except as expressly set forth herein.

28. The Parties hereby acknowledge that the individual executing the AGREEMENT on their behalf is authorized to execute this AGREEMENT on their behalf and to bind the respective entities to the terms contained herein and that he has read this AGREEMENT, conferred with his attorney, and fully understands its contents.
29. A copy or facsimile copy of the signature of any Party shall be deemed an original with each fully executed copy of this AGREEMENT as binding as an original, and the Parties agree that this AGREEMENT can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the AGREEMENT.
30. "By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor).

IT IS UNDERSTOOD AND AGREED that the approval of the Work by the Department is subject to the conditions of this AGREEMENT.

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

L.S. ATTEST:

CITY OF HIGH POINT

BY: Lisa B. Vierling

BY: Randy E. McElashin

TITLE: City Clerk

TITLE: Deputy City Manager

DATE: 11/3/2015

DATE: 11/3/2015

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

Approved by the City of High Point as attested to by the signature of Lisa B. Vierling,
Clerk of the High Point City Council (Governing Board) on 11/2/2015 (Date)

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



(FINANCE OFFICER)

Federal Tax Identification Number

Remittance Address:

Greg Demko, City Manager
City of High Point
P.O. Box 230
211 South Hamilton Street
High Point, NC 27261

DEPARTMENT OF TRANSPORTATION

BY: Phil H. Hel

(CHIEF ENGINEER)

DATE: 11/25/15

APPROVED BY BOARD OF TRANSPORTATION ITEM O: 8-6-2015

Request Release of State System Roads

Requesting Applicant: _____

I. Release of all State System Roads
or
II. Selective State System Roads as Follows:

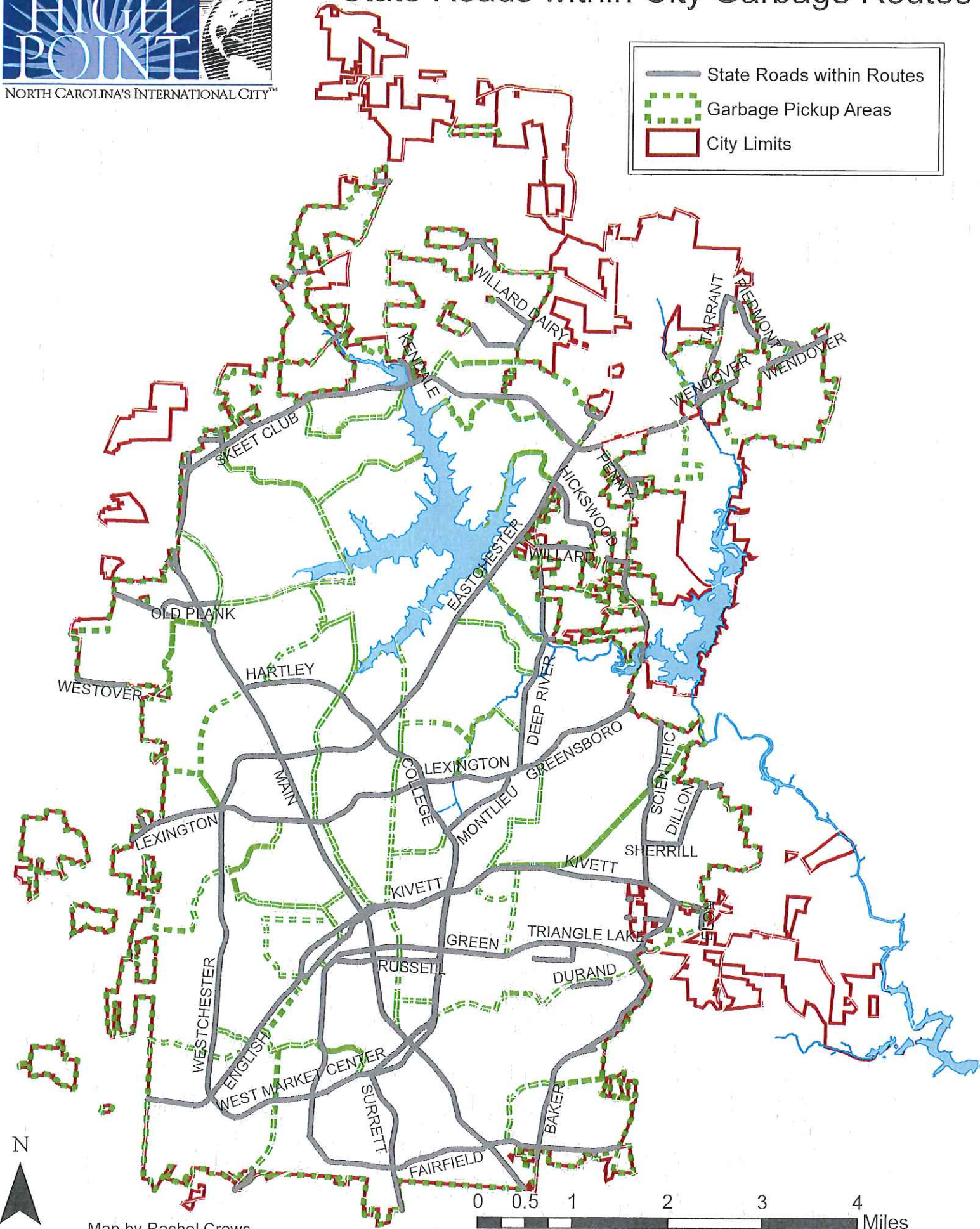
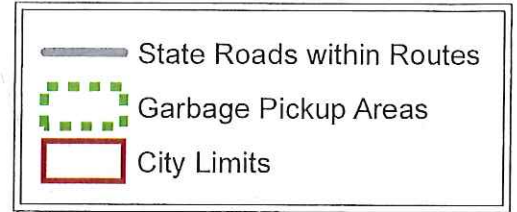
Date	Time

Local Government Designated Agent: _____

Date: _____

North Carolina Department of Transportation	
Release by:	_____
Title:	_____
Date:	_____

State Roads within City Garbage Routes



ID	Street	From	To	Approx. Length (Miles)	Ownership
1	Baker Rd	City Limits (Near S Main St)	Triangle Lake Rd	4.20	State
2	Bales Chapel Rd	Dillon Rd	City Limits (Near Warwick Dr)	0.22	State
3	Bame Rd	City Limits (Near Sandy Ridge Rd)	Hedge Ln	0.15	State
4	Burguss Rd	City Limits	Dilworth Rd	0.22	State
5	Central Av	City Limits (Near Pinecroft St)	Dillon Rd	0.24	State
6	Clinard Farms Rd	City Limits (Near Walpole Rd)	City Limits (Near Barrow Rd)	0.67	State
7	Cox Av	Baker Rd	City Limits (Near Forest Shade St)	0.04	State
8	Deep River Rd	E Lexington Av	Eastchester Dr	2.02	State
9	Dillon Rd	Sherrill Av	City Limits (Near Bales Chapel Rd)	0.69	State
10	Dilworth Rd	Skeet Club Rd	City Limits (Near Rideworth Av)	0.17	State
11	Durand Av	Business I-85 N	Dead End	0.30	State
12	E Connector St	S College Dr	East Market Center Dr	0.07	State
13	E English Rd	N Main St	S Centennial St	0.30	State
14	E Fairfield Rd	City Limits (Near Akers Ct)	S Main St	1.42	State
15	E Green Dr	S Main St	Exit 71A I-74 W	1.96	State
16	E Hartley Dr	N Main St	Eastchester Dr	1.68	State
17	E Kivett Dr	N Main St	City Limits (Near Elon Pl)	5.66	State
18	E Lexington Av	N Main St	Five Points Pl	2.23	State
19	E Russell Av	S Main St	S College Dr	0.89	State
20	East Market Center Dr	S Main St	E Kearns Av	0.38	State
21	Eastchester Dr	N Main St	City Limits (Near Penny Rd)	5.36	State
22	Elon Pl	City Limits (Near E Kivett Dr)	Armory Dr	0.17	State
23	Ethel Av	Baker Rd	City Limits (Near Deborah Av)	0.05	State
24	Florence School Rd	City Limits (Near Penny Rd)	Horney Rd	0.21	State
25	Gable St	Prospect St	City Limits	0.18	State
26	Gardenia Ct	City Limits	Hickwood Rd	0.11	State
27	Greensboro Rd	City Limits (Near Penny Rd)	Five Points Pl	1.67	State
28	Haverly Dr	Eastchester Dr	City Limits	0.06	State
29	Hedgecock Rd	N Main St	City Limits (Near Chas Ct)	1.05	State
30	Hickory Chapel Rd	Dead End (Near US I-74)	Triangle Lake Rd	0.57	State
31	Hickwood Rd (Intermittent)	City Limits (Near Willard Rd)	Eastchester Dr	1.07	State
32	Horney Rd	Penny Rd	City Limits (Near dead end)	0.17	State
33	Jamac Rd	City Limits (Near Business I-85)	Triangle Lake Rd	0.20	State
34	Johnson St	Skeet Club Rd	City Limits	0.14	State
35	Joyce Ct	Skeet Club Rd	Tanglebrook Rd	0.14	State
36	Kellywood Dr	City Limits (Near dead end)	Baker Rd	0.04	State
37	Kendale Rd	City Limits	Skeet Club Rd	0.28	State
38	Lawndale Av	Marlboro St	City Limits (Near Pinecroft St)	0.04	State

39	Montlieu Av	E Lexington Av	N College Dr	0.92	State
40	N College Dr	Eastchester Dr	E Kivett Dr	2.01	State
41	N Main St	City Limits (Near Shober Rd)	E High Av	4.57	State
42	N Scientific St	Cedrow Dr	City Limits (Near Kearns St)	0.68	State
43	NC 68	Penny Rd	City Limits	0.34	State
44	Old Plank Rd	US 311	Hedgecock Rd	1.02	State
45	Penny Rd (Intermittent)	City Limits (Near Samet Dr)	Greensboro Rd	2.80	State
46	Piedmont PW (Intermittent)	Tarrant Rd	Wendover Av	1.03	State
47	Prospect St	Belmar St (Outside City Limits)	End of State Owned Portion (1500 Block)	0.27	State
48	Ranch Dr	E Fairfield Rd	City Limits (Near Gate St)	0.04	State
49	Rest Haven Rd	City Limits (Near dead end)	Skeet Club Rd	0.32	State
50	S College Dr	E Kivett Dr	Surrett Dr	3.55	State
51	S Main St	City Limits (Near Baker Rd)	E High Av	3.41	State
52	S Scientific St	E Kivett Dr	Cedrow Dr	1.21	State
53	Sandy Ridge Rd	City Limits	City Limits (Near Squire Davis Rd)	0.68	State
54	Sherrill Av	S Scientific St	Dillon Rd	0.37	State
55	Skeet Club Rd	N Main St	Eastchester Dr	5.75	State
56	Southwest School Rd	Barrow Rd	Willard Dairy Rd	0.83	State
57	Squire Davis Rd	City Limits	City Limits (Near Sandy Ridge Rd)	1.42	State
58	Summey Av	Baker Rd	Dead End (Near US 311)	0.16	State
59	Surrett Dr	City Limits (Near Murray Ct)	West Market Center Dr	1.57	State
60	Tanglebrook Rd	Skeet Club Rd	City Limits (Near Castle Oaks Ct)	0.19	State
61	Tarrant Rd (Intermittent)	Piedmont PW	W Wendover Av	0.72	State
62	Triangle Lake Rd	Exit 71A I-74 W	E Kivett Dr	1.73	State
63	W Connector St	S College Dr	West Market Center Dr	0.04	State
64	W English Rd	City Limits (at Gridlar St)	N Main St	3.25	State
65	W Fairfield Rd	Business I-85 N	S Main St	1.86	State
66	W Green Dr	S Main St	Business I-85 N	2.59	State
67	W Kivett Dr	S Main St	W English Rd	0.89	State
68	W Lexington Av	City Limits (Near Rob Swaim Rd)	N Main St	2.10	State
69	W Main St	Penny Rd	City Limits (Near Penny Rd)	0.13	State
70	W Russell Av	S Main St	W Green Dr	0.43	State
71	W Wendover Av (Intermittent)	Eastchester Dr	City Limits (Near Guilford College Rd)	3.23	State
72	W Westover Dr	City Limits (Near Horneytown Rd)	City Limits (Near Creek Crossing Rd)	0.86	State
73	Wallburg-High Point Rd	City Limits	W Lexington Av	0.12	State
74	Walpole Rd	Clinard Farms Rd	City Limits (Near dead end)	0.28	State
75	West Market Center Dr	W English Rd	S Main St	2.30	State
76	Westchester Dr	N Main St	W English Rd	4.28	State
77	Willard Dairy Rd	Barrow Rd	City Limits (at Southwest School Rd)	0.42	State
78	Willard Rd (Intermittent)	White Farm Ln	Penny Rd	1.00	State

59
BK: R 7775

PG: 586-590

RECORDED:

01-08-2016

01:25:35 PM

BY: JANE SCHULTZ
DEPUTY-HP



2016001035

GUILFORD COUNTY, NC

JEFF L. THIGPEN
REGISTER OF DEEDS

NC FEE \$26.00

Return to: Joanne Carlyle, City Attorney
City of High Point
P.O. Box 230
High Point, NC 27261
Resolution No. 1592 / 15-63

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HIGH POINT, IN A REGULAR MEETING ASSEMBLED ON THE 2nd DAY OF NOVEMBER, 2015 AT 5:30 P.M. IN THE COUNCIL CHAMBERS OF THE MUNICIPAL BUILDING, HIGH POINT, NORTH CAROLINA:

Street Abandonment (Closure) Case 15-09

(Whitney Court - excess right-of-way from a former cul-de-sac)

A request by the Technical Review Committee to abandon excess right-of-way, from a former cul-de-sac, along the north and south side of Whitney Court.

WHEREAS, The City of High Point Technical Review Committee has petitioned the City Council of the City of High Point to permanently abandon (close) excess right-of-way from, a former cul-de-sac along, the north and south side of Whitney Court. Excess right-of-way from this former cul-de-sac is lying approximately 250 feet east of Brandon Court and is more specifically described as follows:

Excess right-of-way north of Whitney Court

Beginning at the existing southwestern property corner of lot "A" as recorded in (PB 136 PG 43) in the Office of the Register of Deeds of Guilford County, North Carolina; thence southwesterly through the lands of the City of High Point along the new proposed northern right-of-way line for Whitney Court along a curve with a radius of +/- 600' to an existing point located on the southern property line of lot #6; thence from said point northeasterly along the existing northern right-of-way with a radius of 159.59' to a point; thence continuing along the same line with a

60' radius to the southeastern property corner lot #6; thence continuing along said line in a southeastern direction with a radius of 60' to a point; thence 4.98' in a southern direction to the point and place of beginning. The acreage for this abandonment is +/- 0.09 acres.

Excess right-of-way south of Whitney Court

Beginning at the existing northeastern property corner of lot "E" as recorded in (PB 106 PG 90) in the Office of the Register of Deeds of Guilford County, North Carolina; thence traveling along the existing southern right-of-way line of Whitney Court in southwestern direction along a curve with a radius of 60' to a point; thence continuing in the same direction along a curve with a radius of 159.59' to a point located on the existing southern right of way line of Whitney Court; thence traveling in a northeasterly direction along the new proposed southern right of way line of Whitney Court with a 2400' radius curve to the point and place of beginning. The acreage for the abandonment is +/- .03 acres.

The total acreage for both the north and south side of Whitney Court abandonments is +/- 0.12 Acres.

WHEREAS, the petition has been duly filed with this Council in a Regular meeting assembled on the 5th day of October, 2015, at 5:30 p.m. setting the 2nd day of November, 2015 at 5:30 p.m., in the Council Chambers of the Municipal Building, as the time and place for a public hearing before said Council on said petition, and public notice of said time and place was ordered given, all pursuant to North Carolina G.S. 160A-299; and

WHEREAS, due and proper notice of said hearing to be heard on the petition at this meeting of City Council was made by publication in the High Point Enterprise for four (4) consecutive weeks, beginning October 9, 16, 23, & 30, 2015; and,

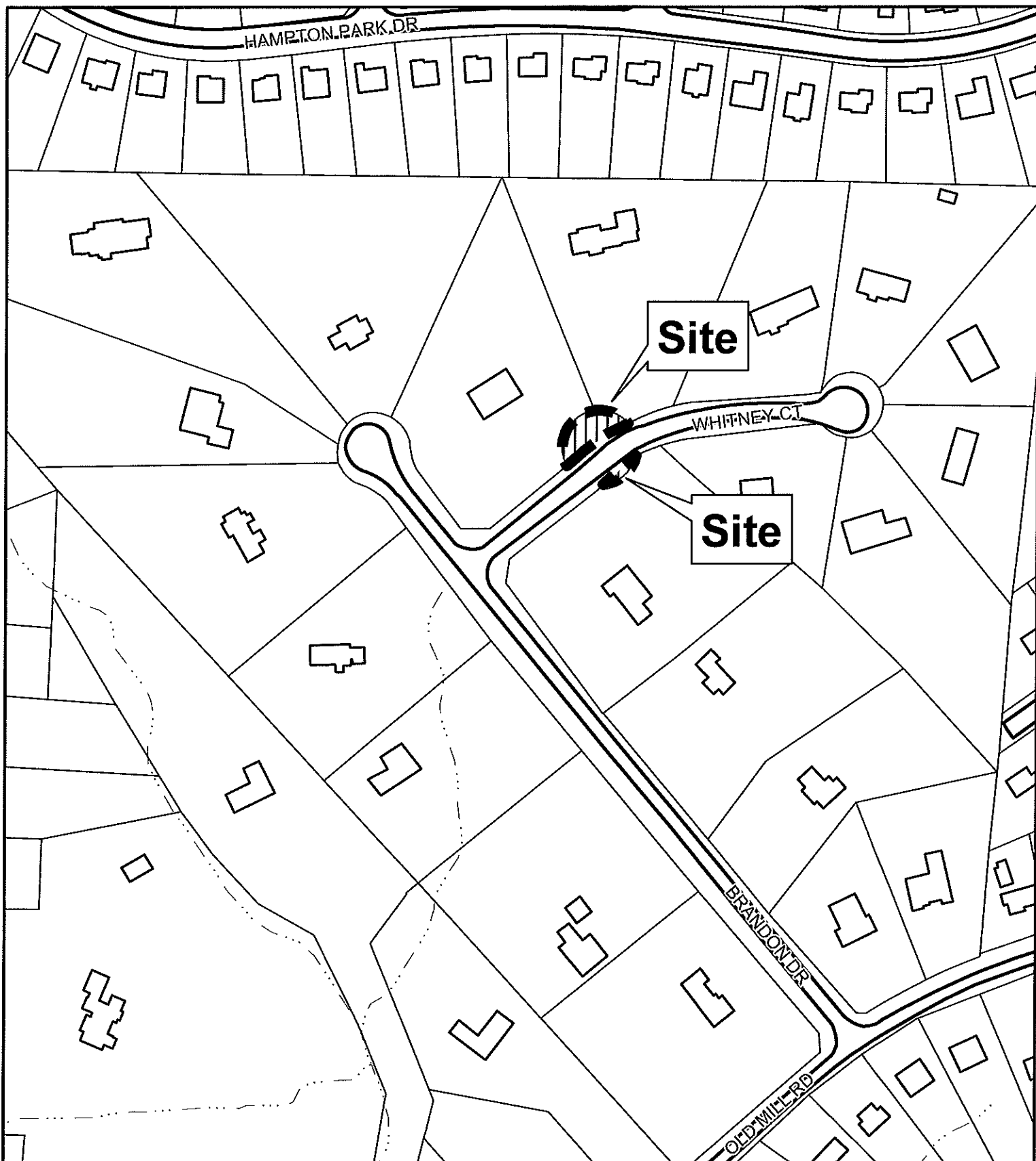
WHEREAS, the above entitled matter, pursuant to said resolution and notice was called for hearing before said Council at which time there was no objection or opposition offered on the part of any firm or corporation to abandon (closure) of excess right-of-way, from a former cul-de-sac, along the north and south side of Whitney Court; and

WHEREAS, it appearing to the satisfaction of this Council and the Council finds as a fact that the said right-of-way as herein described is not necessary for ingress and egress to any land adjoining said street; that the closing of said street is not contrary to the public interest and that no other individual, firm or corporation owning property in the vicinity of said street, or in the subdivision in which said street is located, will be deprived of reasonable means of ingress or egress to this property.

NOW THEREFORE BE IT RESOLVED:

1. That portions of the former cul-de-sac along the Whitney Court right-of-way, as described above, be closed pursuant to North Carolina G.S. 160A-299; and
2. That the City of High Point shall retain a 30-foot wide stormwater easement centered over existing stormwater drainage pipe within and crossing the right-of-way; and
3. That a copy of this resolution be filed in the Office of the Register of Deeds for Guilford County, North Carolina.

By order of the City Council,
this the 2nd day of November, 2015
Lisa B. Vierling, City Clerk



STREET ABANDONMENT REQUEST SA15-09

Applicant: City of High Point
Area: 0.11 acres



Location of requested street abandonment

Planning & Development
Department

City of High Point

Date: January 4, 2016



Scale: 1"=200'

G:/Planning/Secure/ba-pz/
2015/pz/sa15-09.mxd



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

Certification

I, Maria A. Smith, Deputy City Clerk of the City of High Point, North Carolina, do hereby certify that the foregoing is a true and accurate Resolution adopted by the City Council in official Session on November 2, 2015 and upon approval by City Council will be recorded in Book 90 of the Official Minute Books and Resolution Book XIX of this City, under my care, custody and control. As of this date, action to adopt said Resolution has not been amended, rescinded or repealed and is in full force and effect.

WITNESS my hand and the Corporate Seal of the City of High Point, this 30th day of December, 2015.



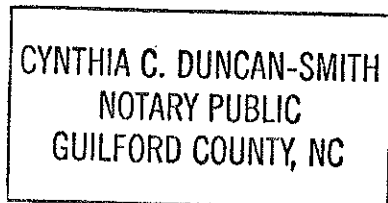
A handwritten signature of Maria A. Smith in cursive script.

Maria A. Smith, Deputy City Clerk

ACKNOWLEDGEMENT

I, Cynthia C. Duncan-Smith, a Notary Public of said County and State, do hereby certify that Maria A. Smith is known to me as Deputy City Clerk of the City of High Point; that this person personally appeared before me this date; and, upon authority duly given and as an act of said City, issued and executed the foregoing Certification.

WITNESS my hand and official Notarial Seal, this 30th day of December, 2015.



A handwritten signature of Cynthia C. Duncan-Smith in cursive script.

Cynthia C. Duncan-Smith, Notary Public

Commission Expires: 1/18/2020

CITY OF HIGH POINT

AGENDA ITEM

**Title: Insurance Reserve Fund Budget Amendment****From:** Eric Olmedo, Budget Manager**Meeting Date:** November 2, 2015**Public Hearing:** N/A**Advertising Date:** N/A**Advertised By:** N/A**Attachments:** Budget ordinance

PURPOSE:

A budget amendment is needed to recognize employee contribution revenue and appropriate expenditures for health insurance related costs in the Insurance Reserve Fund.

BACKGROUND:

The FY 2015-16 Adopted Budget included the adoption of the Insurance Reserve Fund. The intent of the Insurance Reserve Fund was to budget all employer and employee contributions and expenses related to the purchase of health, dental, and life insurance and the employee wellness program. The budget of \$10,446,176 that was approved as part of the FY 2015-16 only included the employer part of the contributions and expenses. This budget amendment recognizes the employee contributions in the amount of \$4,113,884, for a total Insurance Reserve Budget of \$14,560,060.

BUDGET IMPACT:

There is no budget impact to the City. The additional \$4,113,884 is being paid from employee contributions made through the payroll system.

RECOMMENDATION / ACTION REQUESTED:

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

“AN ORDINANCE AMENDING THE 2015-2016 BUDGET ORDINANCE
OF THE CITY OF HIGH POINT, NORTH CAROLINA
FOR THE INSURANCE RESERVE FUND

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

Section 1. The City of High Point created the Insurance Reserve Fund as part of the FY 2015-16 Budget, and the budgeted amount included the employer portion of contributions, but did not include the employee contributions.

Section 2. In order to recognize these funds, the 2015-2016 Budget Ordinance of the City of High Point, should be amended as follows:

- (A) That the Insurance Reserve Fund revenues be amended as follows:

Employee Contribution revenue	\$4,113,884
-------------------------------	-------------
- (B) That the Insurance Reserve Fund expenditures be amended as follows:

Insurance expenditures	\$4,113,884
------------------------	-------------

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

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

Adopted November 2, 2015

CITY OF HIGH POINT

AGENDA ITEM



Title: Appointment – Citizens Advisory Commission

From: Council Member J Davis – Ward 5

Meeting Date: November 2, 2015

Public Hearing: N/A

**Advertising Date /
Advertised By:**

Attachments: Bio

PURPOSE:

To appoint Elizabeth Dennis to the Citizens Advisory Commission.

BACKGROUND:

Council Member Jim Davis is recommending the appointment of Elizabeth Dennis to the Citizens Advisory Commission.

BUDGET IMPACT:

N/A

RECOMMENDATION / ACTION REQUESTED:

Council is requested to confirm the appointment of Elizabeth Dennis to the Citizens Advisory Commission as Council Member Jim Davis' Ward 6 appointment. Appointment is effective immediately and will expire May 31, 2016.

Application for Appointment to Boards and Commissions

Status: submitted

Profile

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.

Elizabeth

First Name

Dennis

Last Name

e424dennis@yahoo.com

Email Address

206 Greenpoint Court

Street Address

Suite or Apt

High Point

City

NC

State

27265

Postal Code

Within High Point Corporate Limits

Please select your residency status.

Mobile: (336) 471-9884

Primary Phone

Home:

Alternate Phone

Worldwide Insurance Network, Inc

Employer

Which Boards would you like to apply for?

Citizens Advisory Council

5

Ward you reside in?

Interests & Experiences

Please tell us about yourself and why you want to serve.

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

[ERD Resume 10-1-15.pdf](#)

Upload a Resume

Have you participated in Leadership High Point?

☒ Yes ☐ No

2015

If yes, please list the year in which you participated
in Leadership High Point:

Female

Gender

Applications will be retained and active for a two-year period

Elizabeth R. Dennis
206 Greenpoint Court, High Point, NC 27265
Phone: (336) 471-9884
Email: e424dennis@gmail.com

OBJECTIVE: To provide exceptional legal, administrative and clerical expertise and support in the legal services profession.

EMPLOYMENT HISTORY:

Corporate Paralegal

11/2010 - Present

Employer: Worldwide Insurance Network, Inc. d/b/a Smart Choice®
4121 Beechwood Drive, Greensboro, NC 27409
Supervisor: James W. Miles, Jr., Executive Vice President / General Counsel

Draft, review and administer contracts such agency agreements, confidentiality agreements and licensing agreements with business partners, vendors, employees, and independent agents; manage litigation files by reviewing complaints, subpoenas, pleadings, and administrative notices, preparing responses to pleadings, assembling evidentiary documents, instituting litigation holds, and coordinating with outside counsel; monitor trademarks/intellectual property status and initiate infringement litigation where appropriate; conduct legal research of various contract, employment, and corporate issues in federal and multi-state jurisdictions to analyze and summarize potential risks and legal ramifications of business decision-making; draft, revise, and maintain corporate library of forms, contracts, and other legal documents for use company-wide; provide on-going legal and administrative support and assistance to Sales, Marketing and Accounting departments; monitor and ensure compliance with state, local and federal regulations for the financial services industry; research and prepare documentation for the formation and maintenance of corporate, partnership and LLC entities; prepare and track documentation for mergers, acquisitions, dissolutions, amendments and withdrawals.

Represented company at mediation in EEOC claim, and assisted with settlement of claim.

Litigation Paralegal

04/2007 - 11/2010

Employer: Lanier Law Group
222 S. Swing Road, Suite 6, Greensboro, NC 27409
Supervisor: Brian C. Tarr, Attorney

Conducted legal research and factual investigation; drafted correspondence to clients, opposing counsel, and court officials; prepared legal documents including complaints, motions/notices, answers, orders, pleadings, and legal memoranda; assembled discovery documents and drafted interrogatories, requests, and client responses; filed and served court documents to effectuate service of process; calendared and tracked statutes of limitations, filing deadlines, and deposition, mediation/arbitration, and trial dates; investigated counterclaims and prepared responses to pleadings; issued subpoenas for depositions and trial; located, interviewed, and prepared witnesses for deposition and trial; scheduled depositions and summarized deposition transcripts; assisted with settlement, mediation, arbitration and trial; assembled trial notebooks, jury instructions, and witness and exhibits lists; coordinated appeals.

Supervised litigation assistant and law school intern.

Litigation Paralegal

01/2005 - 04/2007

Employer: Lewis and Daggett, Attorneys at Law
285 Executive Park Boulevard, Winston Salem, NC 27103
Supervisor: Marc P. Madonia, Attorney

Conducted legal research and factual investigation; drafted routine and complex correspondence to clients, opposing counsel, and court officials; prepared legal documents including complaints, motions/notices, answers, orders, pleadings, and legal memoranda; assembled discovery documents and drafted interrogatories, requests, and client responses; filed and served court documents including summons to effectuate service of process; calendared and tracked statutes of limitations, filing deadlines, and deposition, mediation/arbitration, and trial dates; investigated counterclaims and prepared responses to pleadings; issued subpoenas for depositions and trial; located, interviewed, and prepared witnesses for deposition and trial; scheduled depositions and summarized deposition transcripts; assisted with settlement, mediation, arbitration and trial; assembled trial notebooks, jury instructions, and witness and exhibits lists; coordinated appeals. *Attended trials and assisted in jury selection, developing witness questions, and tracking exhibit submission.*

Developed and implemented automated litigation and trial preparation checklists using Needles Legal Case Management software.

Workers Compensation Case Manager

01/2004 - 01/2005

Employer: Crumley Roberts, Attorneys at Law
1810 Westchester Drive, High Point, NC 27262
Supervisor: Pam W. Foster, Attorney

Interviewed and screened clients; requested, organized and summarized medical records and bills; coordinated medical examinations; calendared and apprised attorney of hearing dates and case deadlines; communicated with insurance carrier and opposing counsel; prepared medical chronologies and medical expense itemizations; reviewed damage information to calculate present and future damages; created and maintained damage summaries; prepared and compiled discovery questions and responses; prepared motions and demand letters; prepared settlement proposals and statements.

Marketing and Contracts Assistant

05/2002 - 01/2004

Employer: Team Arleen REALTORS®/Builder Marketing Services, Inc.
Piedmont Parkway, High Point, NC 27265
Supervisor: Michelle Amador, Broker, Marketing Vice President

Provided administrative, clerical, and marketing support to the Vice President of the New Homes marketing division; processed contracts/offers to purchased submitted by on-site sales agents and delivered to builder/contractor for acceptance.

EDUCATION:

University of North Carolina at Greensboro

May 2002

Bachelor of Arts Degree, Political Science - Cum Laude
Inductee, Pi Sigma Alpha, National Political Science Honor Society, Sigma Xi Chapter

Forsyth Technical Community College

08/2010 - 06/2012

Paralegal Technology coursework

CERTIFICATIONS:

NALA Certified Paralegal
Notary Public

January 2010 - Present
December 2007 - Present

COMPUTER SKILLS:

Lexis/Nexis, Microsoft Office (Word, Excel, Powerpoint), Outlook, Needles Legal Case Management, Salesforce (CRM), Sharefile, PC and Macintosh Operating Systems

CITY OF HIGH POINT

AGENDA ITEM



Title: Resolution – Multifamily Housing Revenue Bonds (Park Terrace Apartments)

From: Angela McGill, CEO, Housing Authority of HP

Meeting Date: November 2, 2015

Public Hearing: N/A

**Advertising Date /
Advertised By:**

Attachments: Resolution

PURPOSE:

Approval by the City of proposed issuance by the Housing Authority of the City of High Point of up to \$5,000,000 in Multifamily Housing Revenue Bonds (Park Terrace Apartments), Series 2015 as required by Internal Revenue Code.

BACKGROUND:

City Council has been asked to approve the proposed issuance by the Housing Authority of the City of High Point (the "Authority") of not to exceed \$5,000,000 Multifamily Housing Revenue Bonds (Park Terrace Apartments), Series 2015 (the "Bonds"). Federal tax law requires that tax-exempt bonds issued to finance affordable housing be approved by the elected legislative body of the governmental unit that (a) controls the issuer of the bonds, and (b) has jurisdiction over the area in which the facility is to be located after holding a public hearing (Internal Revenue Code Section 147(f)). The City Council appoints the commissioners of the Authority under NCGS § 157-34, and the proposed facility is within the jurisdiction of the City. The Authority, at the request of Clara Cox III, LLC (the "Company"), proposes to issue the Bonds to finance the acquisition, construction and equipping of a multifamily residential rental facility to be known as Park Terrace Apartments, located on the former Clara Cox site in High Point, Guilford County, North Carolina (the "Development"). The Authority and the Company have requested the City to approve the issuance of the Bonds for purposes of Section 147(f) of the Code.

On October 27, 2015, the Authority held a public hearing regarding the issuance of the Bonds. A report from the public hearing is attached hereto. The Authority has adopted a resolution giving preliminary approval for the issuance of the Bonds to finance the Development. The Tax Reform Allocation Committee and the North Carolina Housing Finance Agency have allocated volume cap from the State's 2015 allocation to the financing of this Development. The Bonds are expected to be issued before the end of 2015, and to be sold in a private placement to a single financial institution or other institutional investor. The Company will agree to repay the principal, premium, if any, and interest on the Bonds. Neither the Authority nor the City will have any liability whatsoever for the payment of principal or interest on the Bonds, and the Bonds will not affect the City's debt ratios or legal debt limit. Because no taxes or other revenues of the City are pledged to pay these Bonds, the staff of the City has made no financial analysis of the Bonds, the Company or the Development.

The notice of public hearing was published in *The High Point Enterprise* as required by law.

BUDGET IMPACT:

N/A

RECOMMENDATION / ACTION REQUESTED:

That the City Council adopt a resolution approving, for purposes of meeting the requirements of the Internal Revenue Code of 1986, as amended, the issuance by the Housing Authority of the City of High Point of its not to exceed \$5,000,000 Multifamily Housing Revenue Bonds (Park Terrace Apartments), Series 2015.

RESOLUTION PROVIDING APPROVAL OF A MULTIFAMILY HOUSING
FACILITY KNOWN AS PARK TERRACE APARTMENTS (PHASE III) IN
THE CITY OF HIGH POINT, NORTH CAROLINA AND THE FINANCING
THEREOF WITH MULTIFAMILY HOUSING REVENUE BONDS IN AN
AGGREGATE AMOUNT NOT TO EXCEED \$5,000,000

WHEREAS, the City Council of the City of High Point (the "City") met in High Point, North Carolina at 5:30 p.m. on the ____ day of November, 2015; and

WHEREAS, the Housing Authority of the City of High Point (the "Issuer") has tentatively agreed to issue its multifamily housing revenue bonds in an amount not to exceed \$5,000,000 (the "Bonds"), for the purpose of financing the acquisition, construction and equipping by Clara Cox III, LLC, a North Carolina limited liability company (the "Borrower"), or an affiliate or subsidiary thereof, of a multifamily residential rental facility to be known as Park Terrace Apartments (Phase III) (the "Development"); and

WHEREAS, the Development will consist of approximately 78 units, located on an approximately 5.84 acre site (known as the former Clara Cox site) at 885 Sharon Circle in the City of High Point, Guilford County, North Carolina; and

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), requires that any bonds issued by the Issuer for the Development may only be issued after approval of the plan of financing by the City following a public hearing with respect to such plan; and

WHEREAS, on October 27, 2015, the Issuer held a public hearing with respect to the issuance of the Bonds to finance, in part, the Development (as evidenced by the Certificate and Summary of Public Hearing attached hereto) and has requested the City to approve the issuance of the Bonds as required by the Code; and

WHEREAS, the City has determined that approval of the issuance of the Bonds is solely to satisfy the requirement of Section 147(f) of the Code and shall in no event constitute an endorsement of the Bonds or the Development or the creditworthiness of the Borrower, nor shall such approval in any event be construed to obligate the City of High Point, North Carolina for the payment of the principal of or premium or interest on the Bonds or for the performance of any pledge, mortgage or obligation or agreement of any kind whatsoever which may be undertaken by the Issuer, or to constitute the Bonds or any of the agreements or obligations of the Issuer an indebtedness of the City of High Point, North Carolina, within the meaning of any constitutional or statutory provision whatsoever;

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

1. The proposed mixed income housing development consisting of the acquisition, construction and equipping of the Development described above in the City of High Point, Guilford County, North Carolina by the Borrower and the issuance of the Authority's multifamily housing revenue bonds therefor in an amount not to exceed \$5,000,000 are hereby approved for purposes of Section 147(f) of the Code. The Mayor is hereby authorized to execute

such approval certificates as may be required to evidence the City's approval of the issuance of the Bonds for purposes of Section 147(f) of the Code.

2. This resolution shall take effect immediately upon its passage.

Council member _____ moved the passage of the foregoing resolution and Council member _____ seconded the motion, and the resolution was passed by the following vote:

Ayes: Council members _____

Nays: _____

Not voting: _____

* * * * *

CERTIFICATION

I, Lisa Vierling, City Clerk of the City of High Point, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council for the City of High Point, North Carolina, in regular session convened on November __, 2015, the reference having been in Minute Book ____, and recorded in full in Resolution Book_____, Pages_____.

WITNESS my hand and the corporate seal of the City of High Point, North Carolina, this the ____ day of November, 2015.

City Clerk

(SEAL)