

City of High Point

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



Meeting Agenda

Monday, October 3, 2016

5:30 PM

Council Chambers

City Council

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

ROLL CALL, PRAYER, AND PLEDGE OF ALLEGIANCE**STRATEGIC PLAN UPDATE**

[160299](#) Strategic Plan Update

PUBLIC COMMENT PERIOD

[160300](#) 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.

CONSENT AGENDA ITEMS**FINANCE COMMITTEE - Council Member J. Davis, Chair**

[160302](#) Contract - Electric Bucket Truck
Consideration of award of contract to Piedmont Truck Center in the amount of \$121,304.00 to purchase a new 2016 Ford F550 with a Altec AT40G bucket truck body for use by the City's Electric Department.

[160303](#) Contract - McGill Environmental - Bio-Solids Hauling
Consideration of award of contract awarding Bid No. 14 to McGill Environmental in the amount of \$514,360.00 for bio-solids hauling and disposal from Eastside and Westside Residuals.

[160304](#) Contract - Resurfacing of Parking Lots for Parks & Recreation Facilities
Consideration of award of contract to Blythe Construction in the amount

of \$443,309.00 for the resurfacing of the Parks & Recreation Facility parking lots.

[160305](#) Leasing Agreement - Parks & Recreation Maintenance Equipment
Council is requested to approve a lease agreement with John Deere Financial for five utility vehicles used by various locations with the Parks and Recreation Department.

[160306](#) Leasing Agreement - Parks & Recreation Maintenance Equipment - Oak Hollow and Blair Park Golf Courses
Council is requested to approve a leasing agreement with TCF Financial for maintenance equipment to be utilized at Oak Hollow and Blair Park Golf Courses.

[160307](#) Contract - Sole Source - Fare Boxes
Consideration of award of contract (sole source) with Genfare in the amount of \$60,237.05 for the purchase of Fast Fare Fareboxes with Smart Card Readers (five additional units) to allow the fare boxes to be standardized across the entire bus fleet.

[160308](#) Resolution - Agreement - NCDOT - Furniture Market Transportation Grant
Council is requested to adopt a Resolution authorizing the City Manager to enter into an agreement with the North Carolina Department of Transportation (NCDOT) to execute all agreements and contracts in connection with the transportation activities for the bi-annual International Home Furnishings Market.

[160309](#) Contract - SHI International - Firewall Replacement
Consideration of award of contract with SHI International Corporation in the amount of \$92,045.00 to purchase new firewalls to replace the one located at City Hall and the second device at or off site disaster recovery facility.

[160310](#) Change Order - North Main Street Underground Utilities
Council is requested to direct staff on how to move forward with Change Order No. 1 to the Yates Construction Contract for construction of the North Main Underground Utilities Project. Approval of contract will result in the reduction of the Yates Contract in the amount of \$246,250.00.

[160311](#) Resolution - Issuance of Series 2016 Combined Enterprise System Revenue Refunding Bonds
City Council is requested to approve the attached "Order Authorizing the Sale and Issuance by the City of High Point, North Carolina of Not to Exceed \$64,000,000 Combined Enterprise System Revenue Refunding Bonds, Series 2016 and Authorizing the Execution and Delivery of Certain Documents in Connection Therewith."

REGULAR AGENDA ITEMS

FINANCE COMMITTEE - Council Member J. Davis, Chair

- [160301](#) Public Hearing for Crown Mark Expansion Project
Monday, October 3, 2016 at 5:30 is the date and time established to receive public comments on a request from Crown Mark to authorize up to \$181,000.00 in performance-based incentives for the company's expansion project at 720 Gallimore Dairy Road and authorize the City Manager to execute all documents.

COMMUNITY HOUSING & NEIGHBORHOOD DEVELOPMENT COMMITTEE - Mayor Pro Tem Golden, Chair

- [160312](#) Ordinance - Demolition of Structure - 715 O'Neill Street
Adoption of an ordinance ordering the inspector to effectuate the demolition of a structure located at 715 O'Neill Street belonging to Robert Broadie.
- [160214](#) Ordinance - Demolition of Dwelling - 913 Carter Street
Council is requested to adopt an ordinance ordering the inspector to effectuate the demolition of a dwelling located at 913 Carter Street, belonging to Lecia L. Christian. This item was discussed at the July 18th City Council meeting and postponed to the August 15th meeting. At the August 15th meeting, Council continued this matter for 30 days to receive additional information from staff.

PLANNING & DEVELOPMENT COMMITTEE - Council Member Wagner, Chair

- [160313](#) Resolution of Intent - Annexation 16-04
Approval of a Resolution of Intent that establishes a public hearing date of November 7, 2016, at 5:30 p.m., to consider a voluntary non-contiguous annexation request. The proposed annexation site is approximately 30 acres, and lying along the north side of Gallimore Dairy Road, approximately 805 feet west of Pegg Road. The property is also known as Guilford County Tax Parcel 0169750.
- [160314](#) Resolution of Intent - Annexation 16-05
Approval of a Resolution of Intent that establishes a public hearing date of November 7, 2016, at 5:30 p.m., to consider a voluntary non-contiguous annexation request. The proposed annexation site is approximately 6.4 acres, and lying along the north side of N. Main Street, approximately 1,700 feet west of Skeet Club Road. The property is addressed as 3826 & 3830 N. Main Street and also known as Forsyth County Tax Parcels 6892-06-3137.00 and 6892-05-1743.00.
- [160315](#) Resolution of Intent - Annexation 16-06
Approval of a Resolution of Intent that establishes a public hearing date of November 7, 2016 at 5:30 p.m., to consider a voluntary contiguous

annexation request. The proposed annexation site is approximately 1.4 acres and lying along the south side of E. Martin Luther King Jr. Drive, approximately 400 feet east of Triangle Lake Road. The property is addressed as 3308 & 3310 E. Martin Luther King Jr. Drive and also known as Guilford County Tax Parcel 0161160 & 161157.

[160316](#)

Historic Marker Request

A request by Yalik's Fine Art in partnership with Kilby of H.O.P.E. for approval of a Historic Marker for the historic "Colored Section" of Oakwood Memorial Cemetery on Mint Street within the Cemetery between Forrest and Steele Streets.

PUBLIC HEARINGS

[160317](#)

Resolution - West Mountain Funding, LLC - Street Abandonment 16-04
A request by West Mountain Funding, LLC to abandon a portion of the Staton Drive right-of-way, lying west of St. Johns Street.

GENERAL BUSINESS AGENDA

[160318](#)

Minutes to be approved

Community Housing & Neighborhood Housing Meeting - September 13th @ 10:00 a.m.

Finance Committee Meeting - September 14th @ 4:00 p.m.

Manager's Briefing - September 19th @ 4:00 p.m.

Regular Council Meeting - September 19th @ 5:30 p.m.

[160030](#)

Boards & Commissions - Vacancy Report

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

ADJOURNMENT

CITY OF HIGH POINT

AGENDA ITEM

**Title: Change Order 1, Contract 2016-007 North Main Street Underground Utilities****From:** Keith Pugh, Engineering Services**Meeting Date:** October 3, 2016**Public Hearing:** N/A**Advertising Date:** May 20, 2016**Advertised By:** Purchasing Division**Attachments:** None

PURPOSE:

City Council directed staff to work with Yates Construction Company to consider a complete closure of N. Main Street during construction of the underground utilities contract. Approval of Change Order 1 would reduce the construction contract by an additional \$246,250.00 and reduce the contract time by four months.

BACKGROUND:

On August 15, 2016 City Council awarded the North Main Street Underground Utilities contract (Westwood to Parkway) to Yates Construction Company, Inc. (Yates) at the negotiate price of \$5,577,460.75. The existing contract language requires that one southbound lane remain open throughout construction, all northbound traffic to be detoured off Main Street, all lanes on North Main Street be open to traffic two weeks prior to Market through one week following Market, and allows for closure of side streets at any time (including during Market). The existing contract language also allows 400 days from the Notice to Proceed (executed contracts) to complete the contract work (approximately November 1, 2017). Most businesses along this section of North Main Street have alternate access to their properties off side streets or parallel streets to Main. The exceptions to this rule are the Pizza Hut property and the shopping center at the SW corner of Sunset and Main (Sumela Restaurant). Access to the shopping center will be provided from Sunset by connecting a driveway through existing city-owned property. We will explore additional options to access the Pizza Hut property if council approves the change order.

At the time of award, the Council Finance Committee stated their desire to explore options with Yates to expedite construction and potentially save addition funds by allowing the contractor to close North Main Street completely during construction. Change Order 1 represents the negotiated contract scope and traffic control for the N. Main work.

Yates plans to begin construction immediately following Fall Market 2016. Yates believes that by closing the road completely, they can finish the underground utility construction prior to Spring Market 2017. Additional work to reestablish the roadway (final asphalt, final pavement markings, decorative crosswalks, etc.) may have to occur following Spring 2017 Market. Furthermore, by closing the road to through traffic, Yates feels that \$246,250 can be saved by eliminating additional mobilization costs and traffic control items from the contract. In short, approving Change Order 1 will reduce the construction contract by \$246,250.00. The change order will also reduce the contract time by 120 days. Weather allowing, Yates will work 6 days a week throughout the construction and plans to have 98% of their work complete prior to Spring 2017 Market. The revised contract amount would be \$5,331,210.75.

Our Transportation Department has strong concerns about detour routing for southbound traffic. Approximately 9,000-10,000 southbound vehicles per day (including heavy trucks) will have to use alternate routes. Should Change Order 1 be approved, detour routes will be established for ALL north and southbound traffic during construction. The City will have to make an extra effort to communicate closures with the public since our citizens are expecting one southbound lane to remain open. ALL businesses will remain open during construction.

(continued on next page)

Change Order 1 - N. Main Street Underground Utilities

BUDGET IMPACT:

The construction contract would be reduced by \$246,250.00

RECOMMENDATION / ACTION REQUESTED:

The Engineering Services Department requests Council direction in how to move forward with the contract. Approving Change Order 1 with Yates Construction Company will result in a reduction of \$246,250.00 bringing the contract amount to \$5,331,210.75.

PUBLISH ONCE: Friday, October 14, 2016

**RESOLUTION STATING THE INTENT OF THE
CITY OF HIGH POINT TO ANNEX CONTIGUOUS PROPERTY
OWNED BY THE CITY OF HIGH POINT
(Case # AN-16-06)**

BE IT RESOLVED by the City Council of the City of High Point that:

Section 1. It is the intent of the City Council, pursuant to G.S. 160A-31, to annex approximately 1.4 acres, lying along the south side of E. Martin Luther King Jr. Drive, approximately 400 feet east of Triangle Lake Road. The property consists of two parcels, which are addressed as 3308 & 3310 E. Martin Luther King Jr. Drive and are also known as Guilford County Tax Parcels 0161160 & 0161157, both of which are owned by the City of High Point.

Section 2. The property described in Section 1 is contiguous to the current municipal boundaries, in accordance with the requirements of G.S. 160A-31.

Section 3. A public hearing on the question of annexation will be held Monday, November 7, 2016, at 5:30 p.m., in the Council Chambers in the Municipal Building at 211 South Hamilton Street, High Point, North Carolina.

Section 4. Notice of the public hearing shall be published once in the High Point Enterprise, a newspaper having general circulation in the City of High Point, at least ten (10) days prior to the date of the public hearing.

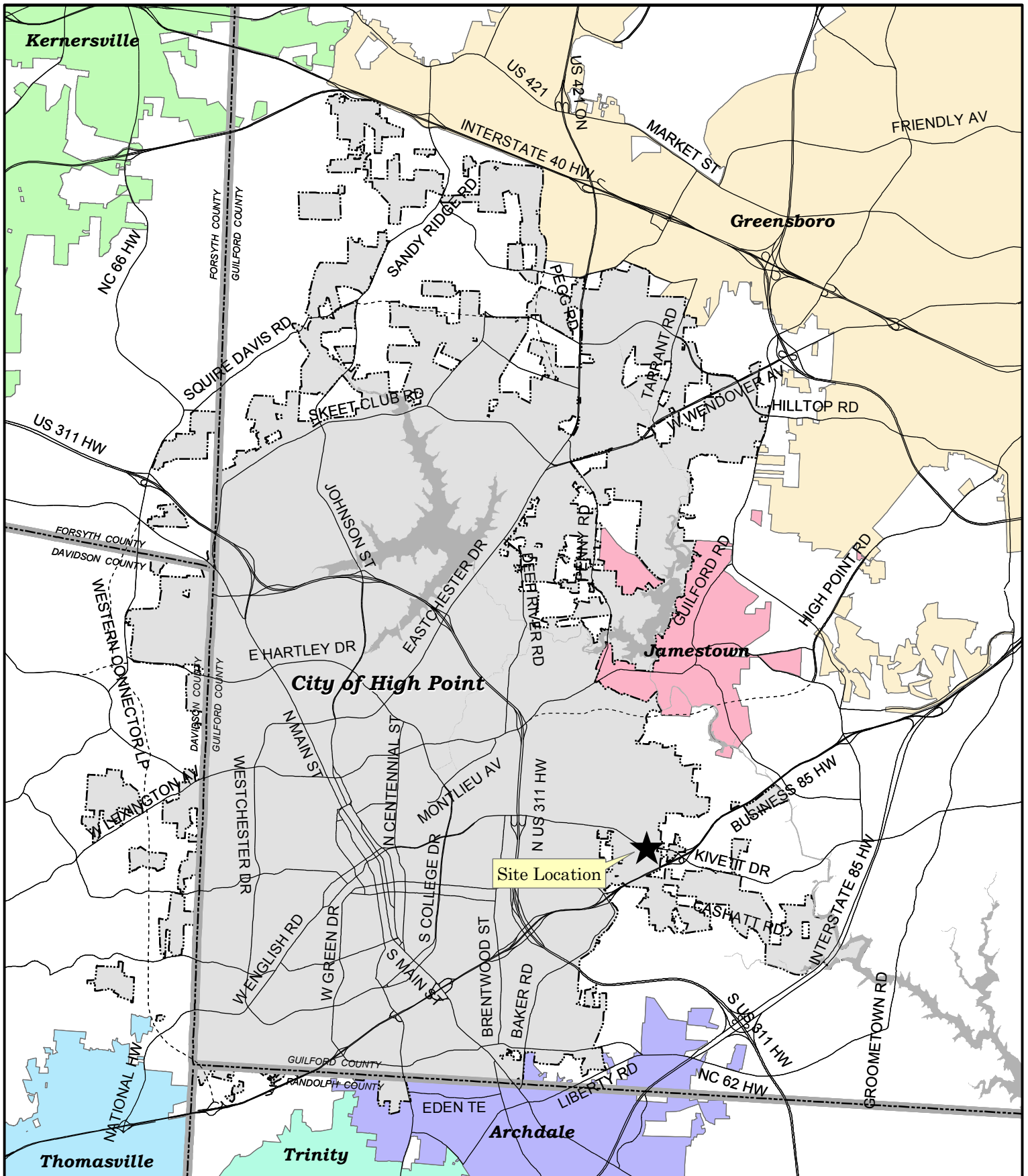
Any interested party will be permitted to be heard at the public hearing. The meeting facilities of the City of High Point are accessible to people with disabilities. If you need a special accommodation, call (336) 883-3298 or the TDD# (336) 883-8517.

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 3rd day of October, 2016

Lisa B. Vierling, City Clerk



ANNEXATION REQUEST AN-16-06

Applicant: City of High Point
Area: 1.29 acres (approximate)

**Planning & Development
 Department**

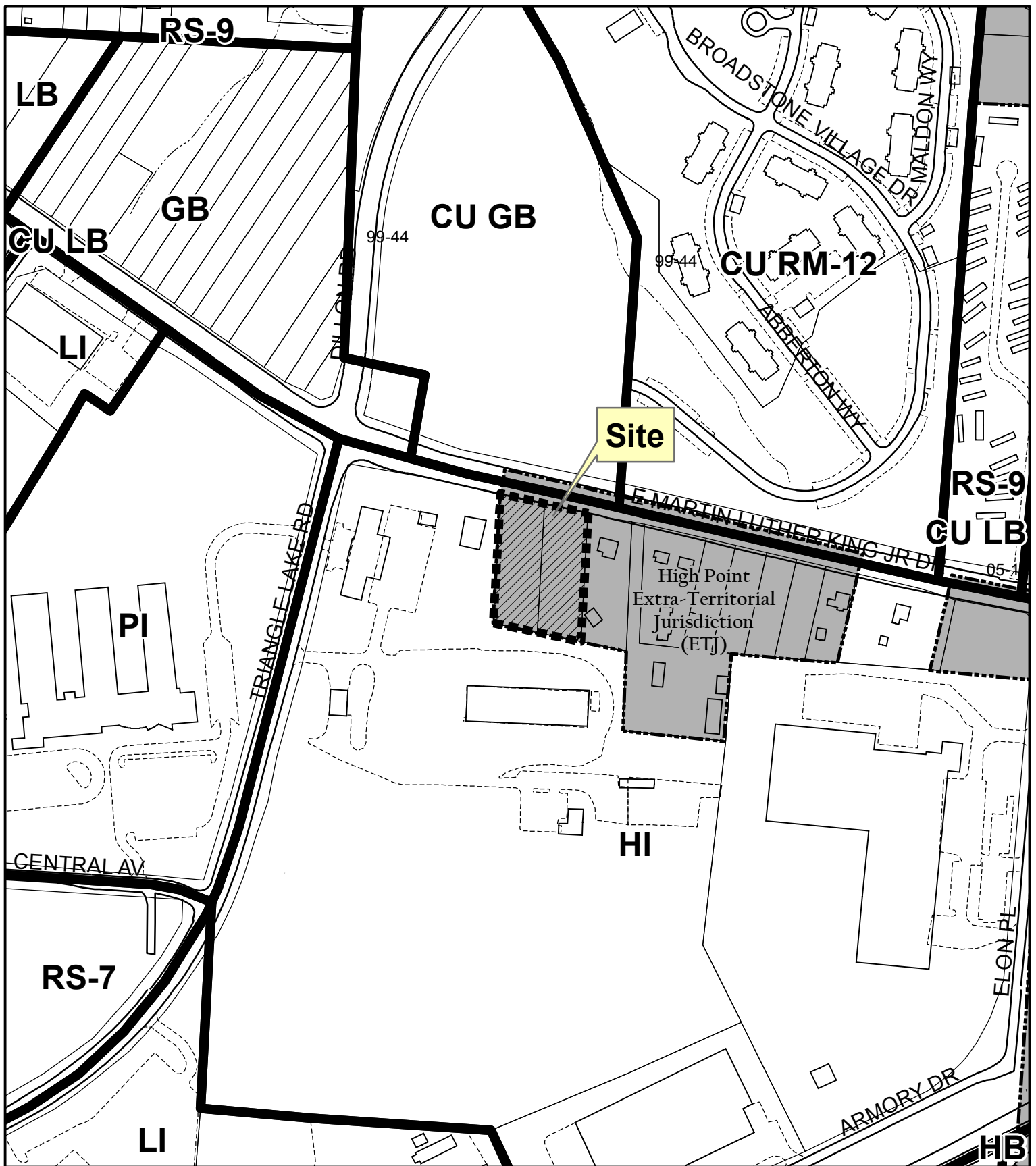
City of High Point

Date: September 12, 2016



Scale: 1"=8,500'

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 2016/pz/AnnexVicMap.mxd



ANNEXATION REQUEST AN-16-06

Applicant: City of High Point
Area: 1.29 acres (approximate)

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

**Planning & Development
 Department**

City of High Point

Date: September 12, 2016



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 2016/pz/an-16-06.mxd

High Point City Council public hearing for Crown Mark

October 3, 2016

I'm Loren Hill, President of the High Point Economic Development Corporation. Tonight our office is pleased to bring you a project in one of our city's focus industry sectors – furniture.

Crown Mark is considering an expansion here in High Point. The company was started in 1983 and has its corporate offices in Houston, Texas. The company specializes in residential furniture and accessories – for bedrooms, dining rooms, living rooms, and home offices.

- The company currently has 37 employees at its two High Point locations – a showroom at 204 East Green Drive and a 100,000-square foot distribution facility that it leases at 4193 Eagle Hill Drive.
- The company has two other distribution centers – in California and Texas.

The company is considering purchasing land at 720 Gallimore Dairy Road.

- Currently, that 30-acre site is just outside the High Point city limits.
- On September 27, the High Point Planning & Zoning Commission voted unanimously to approve the annexation and zoning of this property.
- We anticipate that Crown Mark's annexation and zoning case will come before the City Council on November 7.

If the company picks High Point for this expansion:

- Crown Mark would add \$11.7 million to the tax base by constructing a 250,000-sq. ft. distribution center on Gallimore Dairy Road, which the company would own.
- In addition, the company would create 10 new jobs, with an average wage of \$50,000 – the jobs to be added include warehouse staff, order processing personnel, and managers.
- An out-of-state location is our competition for this project.

Not under consideration this evening – but for your information -- the company could also construct an additional 100,000-150,000 square feet of flex space on the property in a second phase.

The City Council is being asked to consider a request from Crown Mark to authorize performance-based incentives for this expansion.

- If the company meets all of the benchmarks outlined in a performance agreement, it could receive up to **\$181,000** in installment payments over a three-year period.
- The High Point EDC staff recommends that the City Council authorize these performance-based incentives.

We expect that the company will make its location decision soon after the November 7 annexation / zoning public hearing. If High Point is chosen, construction of the new building would begin next year.

I'm pleased now to introduce Joseph Ngo, owner and vice president of Crown Mark, who will tell you more about his company and this exciting project.

CROWN MARK INC

Expansion Consideration

History

- Started in 1983 by Sue Hsiao in Houston Texas
- Currently in 360,000 square foot warehouse
- California location started in May 2007
- Currently in 330,000 square foot warehouse
- High Point location started in May 2009
- Was formerly Huntington Furniture – Mid to High End price points
- Started with Crown Mark Product in September 2010
- Currently in 100,000 square foot leased warehouse

Our People

- Upon takeover of Huntington, we kept everyone.
- Still have 4 original members of staff now all managers of their department.
- Demographics
 - 28 Men and 9 Women
 - 10 office staff and 27 warehouse staff
 - 11 Anglo Americans, 18 Hispanic Americans, 8 African Americans

Benefits & Compensation

- Bonus twice per year on company performance, profit sharing & seniority
- Average per bonus 3 to 6 months of salary
- Health insurance is covered by company for the individual
- Supplemental insurance is offered
- Cancer policy is provided by the company
- A non-contributory pension plan provided by company at 15% of wages & bonus
- Hourly workers guaranteed 40 hours per week
- We do not cut hours due to slow business
- Annual Christmas Party with immediate family and Easter Picnic for all

Expansion Plans

- Will add 150,000 square foot to alleviate current operation
 - Expand our staging area
 - Improve working conditions
 - Reduce transit damage
- High Point has an under utilized job pool
 - Honest and Sincere
 - Highly Motivated
 - Humble
- Additional 150,000 square foot flex space to hopefully partner up with an upholstery or mattress vendor



COMMUNITY HOUSING & NEIGHBORHOOD DEVELOPMENT COMMITTEE

Committee Members: Golden, Ewing, Alexander and Williams

Chaired by Mayor Pro Tem Golden

SEPTEMBER 13, 2016 – 10:00 A.M.

3RD FLOOR LOBBY CONFERENCE ROOM

MINUTES

Present:

Chairman Jeff Golden, and Committee Members Chris Williams, and Jason Ewing

Absent:

Committee Member Latimer Alexander

Also Present:

Council Member Cynthia Davis

Staff Present:

Randy McCaslin, Deputy City Manager; Jeron Hollis, Communication Officer & Public Engagement Director; Mike McNair, Director of Community Development; JoAnne Carlyle, City Attorney; Richard Fuqua, Affordable Housing Manager; Nena Wilson, CD Administrator; Michelle McNair, Community Resource Manager; Toni Jackson, Housing Specialist; Lauren Atwell-Bass, Community Resource Specialist; Alisha Doulen, Community Resource Specialist; Mark Walker, Inspector; Maria Smith, Deputy City Clerk; and Lisa Vierling, City Clerk

News Media:

Pat Kimbrough, *High Point Enterprise*

Others Present:

Judy Stalder, TREBIC

Note: The following hand-outs were distributed during the meeting and will be attached as a permanent part of these proceedings:

- *Consolidated Annual Performance & Evaluation Report (CAPER)*
- *Area of Interest Map*
- *Abandoned and Junked Motor Vehicles*
- *Operation InAsMuch (OIAM) Update*

Chairman Golden called the Community Housing & Neighborhood Development Committee meeting to order at 10:00 a.m.

1) Discussion: 2015/2016 CAPER & Action Plan (HUD programs)

Mike McNair, Director of Community Development, gave a brief update on the CAPER & Action Plan to the Committee due to no action required. He reviewed the Funding Sources:

- NSP Program Income
- General Fund CoC (Shelter Plus Care)
- CDBG
- CDBG Program Income
- HOME
- HOME Program Income
- Section 108
- NCHFA
- VITA
- DOJ (Harmony House)

He then reviewed briefly how they were distributed and how they were made available to view on-line as well.

Mr. McNair pointed out, "A picture is worth a thousand words." He shared photos of construction training classes with affordable housing activities, Operation InAsMuch (OIAM) (Southside Community), Homeownership activities, Habitat for Humanity, and Distribution of the Homebuyers Assistance Activity. He shared Community & Neighborhood Development Activities and Helping Hands how they were able to put a house up for homeless families. He also added there were activities for clean-ups and gardens etc...

He reported that they follow a schedule for the CAPER as required by HUD.

Mayor Pro Tem Golden asked Mr. McNair if they plan to take what they compared to what they actually did and wanted to know if there were any penalties if they do not meet their expectations. Mr. McNair stated if it continues then HUD would contact the jurisdiction. He also mentioned that if the money is not spent within a certain time period, HUD may take action to put the jurisdiction on a spending plan.

2) Discussion: Potential policy to tow abandoned and junk vehicles from private property

Mr. McNair explained that staff has received many complaints from citizens regarding junk vehicles. He reviewed the following Article G which gives the city the authority to remove vehicles from private properties, although the city has not taken advantage of this provision in the Code.

Council Member C. Davis mentioned the health, fire and safety hazards and wanted those to be justified. Mr. McNair explained these are laid out in the code. JoAnne Carlyle, City Attorney, pointed out the Code contains extremely old language which needs to be updated and needs to be corrected to be in line with the current law as to what is allowed as well as a rotation contract for towing that has been in place for a while. She pointed out there seems to be some conflicts in the language, and one or the other needs to be fixed to match accordingly. Mayor Pro Tem Golden asked for an expected timeline and Ms. Carlyle stated she anticipates it will take at least a couple of months for staff to review the language in the Code as well as the language in the current towing contract. It was noted that the definition of an abandoned vehicle can be found in the ordinance and Ms. Carlyle pointed out there is a difference between an abandoned and a junk vehicle.

Council Member C. Davis asked if it might be just as simple to do a “cut and paste” from the old to the new. Ms. Carlyle replied that it is scattered throughout and because it is referenced in many places, it would not only require a thorough review, but a rewrite as well. She stated that it would be similar to a rotation contract for the towing and would be one to three years. Committee Member Ewing inquired if the conflict would be in our language or the language of the contract and Ms. Carlyle stated they would be making sure they would match. Committee Member Ewing wanted to make sure if we were rewriting an ordinance that we were doing it based on the city’s needs and focus as opposed to doing an ordinance to fit an existing contract. Ms. Carlyle replied that her focus would be to ensure consistency for both. Mr. McNair noted that they are trying to be clearer in the process. Committee Member Ewing pointed out there are many tools available for enforcement. Mr. McCaslin noted that they have been citing people with cars on lawns and for the most part, they have been complying and have moved them. Mr. McNair then shared some photos of abandoned vehicles, many of which were located off of Martin Luther King Boulevard.

Committee Member Ewing spoke about wanting to utilize the current accessible tools, going after the nuisance enforcement and then doing it as aggressively as needed or just use the tools as needed. Mr. McCaslin stated it is as part of the nuisance clean up and there are abandoned cars in neighborhoods and it would be unsightly and would hurt the property values in the neighborhoods and needs to be addressed just as the boarded up houses need to be addressed.

Committee Member Ewing asked if once areas get cleaned up if staff will be as aggressive in enforcement or if the objective of staff is to clean up the neighborhoods, then use the ordinance when needed. As far as disposition of the vehicles, Committee Member Ewing stated he would like to see the city partner with some of the local auction houses so staff will not have to touch the vehicles. Mr. McCaslin reminded the Committee that this is a process is involved and it could still be problematic to have to go through title searches, waiting periods etc...

3) Discussion: Infill Housing and Nuisance Enforcement

Mr. McCaslin gave a brief update from last week’s meeting on the infill process and noted staff has been working with the tax office in taking a much more aggressive approach for collection of back taxes. The city received a listing from them with 365 properties that were in some type of pending foreclosure. After reviewing the list, staff recommended 40+ properties that they wanted to start with that had some strategic value to the City of High Point and were located in areas where they are trying to halt the downward progression of certain neighborhoods. He reviewed the current map (Areas of Interest) that the Bank of North Carolina is interested in. Of particular interest is the area from University Parkway, east of Five Points and around Montlieu Elementary School as these are areas where the city can do infill projects that would have an impact on the neighborhood as well. He mentioned they have looked at vacant properties and boarded up houses in an effort to demolish and rebuild.

He mentioned the structure on Radford Street that is currently under construction and almost complete. He pointed out there were three people that had expressed an interest in that home and one would take ownership in October. He shared that there was a list of 6-8 more who are interested in owning homes and staff is working with them and hopefully will identify other locations. Mr. McCaslin reported that they are currently looking at a vacant piece of property on Kimerly that may end up being the second project through the Bank of North Carolina’s program. Other areas that are being considered are in the High Point Central area, Cedrow (east of 311/74), etc.... Mr. McCaslin also shared that they are working with the Guilford County Tax Office on other properties that are up for foreclosure through the program and these properties would also be evaluated by Mr. McNair and his staff for possible land banking. He pointed out Habitat has

concentrated in the area south of this location and they are also looking at several lots in that area to pass along to Habitat so they can continue their program in that neighborhood. He explained the goals of program are to keep the neighborhoods from descending any further, raise the property values in the neighborhoods, and to address problem/blight areas.

Committee Member Williams questioned how much of an impact this has had on the city and the Federal dollars when it comes to housing and freeing the city up to look at other areas also. Mr. McCaslin replied at this point probably very little and explained that the Community Development & Housing's program is continuing as laid out in the Annual Action Plan. He noted they are not doing anything differently now than before the Bank of North Carolina came out with their program and that staff is looking at this to supplement it, to be a partner with it and mentioned that the city is looking for more partners to step forward (other banks, private groups, non-profits, etc...).

Council Member C. Davis mentioned the tax foreclosures workshop that was held last week and wanted to know if the property on Radford was a foreclosure; Mr. McCaslin confirmed it was. Then she stated based on what she got from the meeting last week, she questioned that the city gave them the property to build the house on since the property was purchased by the city in a foreclosure proceedings. She stated she was confused because she learned from the workshop that the city was not supposed to do that because the city is supposed to ask for market value for the appraised price of the property.

City Attorney Carlyle explained there are many different statutes that they are applying in different ways. She noted that the city did not follow the procedures set forth in N.C. General Statute 160A for the transfer, instead it was done by contract which was outside of the statutes. She further explained that that the contract was based on the consideration that they provide low-moderate income housing instead of consideration of a specified dollar amount. After the explanation, Council Member C. Davis stated she was still confused and asked if it might be possible to sit down with Ms. Carlyle and the managers to help her understand the process better.

Committee Member Ewing felt it really would depend on how aggressive the city is versus picking and choosing locations due to demand, so the city should determine what the goal is and apply the process. Council Member C. Davis expressed concerns and thought the bank had to purchase the property at the fair market value or whatever the appraised price for the property was.

Mr. McCaslin asked if this is a method that the City of Charlotte has been using it was noted it was. Ms. Carlyle reported that when they first started reviewing this, she spent a lot of time with her colleagues across the State breaking new ground. Mr. McCaslin reiterated that their goal was to put affordable housing out there. Council Member C. Davis stated her concerns were with the process and she felt it was not open for anyone else to have the ability to take advantage of what was being offered to others.

Mayor Pro Tem Golden noted that although the Bank of North Carolina did come forward and got the program moving, he wondered if there might be any additional lenders/banks that are doing something similar. Mr. McNair felt that others might be watching to see what is happening. Mr. McCaslin stated that they are getting Community Reinvestment credit through the Federal Government and Mr. McNair confirmed that they would have to perform certain activities in certified Census tracts to get credits from the Feds. Mayor Pro Tem Golden noticed how banks are competitive like anyone else. Committee Member Ewing pointed out once the city has 3-4 properties under our belt then it would signify that that the program has been successful.

4) Update: Operation InAsMuch Project

Toni Jackson, Community Development Housing Specialist, presented an update of what happened since last month regarding Operation InAsMuch (OIAM). She started with East Central area and advised that staff is mainly concentrating on the following four Census block groups:

- 139.001
- 139.002
- 139.003
- 139.004

She reviewed the map for Census block group 139.001 which included ten owner occupied homeowners; 53 homeowners in 139.002 for a total of 63 owner-occupied that they have identified.

She noted that have already started the homeowner selection which was done differently this year from last year. They sent out the letters to let them know that they would be coming out to the neighborhoods and asking the homeowners to contact OIAM to let them know what repair needs they have. She followed up on the days of August 26th and 27th where the Housing Consultants visited those homeowners to ascertain what exactly needed to be done in their homes and which homes could be done in one day. With that information, she reported that 25 families were submitted to Community Housing Solutions for eligibility verification.

She shared that volunteer recruitment is also underway with previous OIAM volunteers and 36 additional churches and organizations being invited to participate. Last year for the Southside OIAM, they had approximately 140 volunteers broken down into groups. This year, they are expanding on the number of volunteers and will have an additional 36 churches and other community groups to volunteer. She shared their first information session would be on September 20th at Baldwin's Chapel SDA Church at 6 p.m. She also shared after the meeting they would be ordering t-shirts, hats, yard signs, etc.... The next OIAM event is scheduled for Saturday, November 5th. She pointed out many city employees have also expressed an interest in volunteering.

Committee Member Williams asked if they reached out to the churches for the volunteers and Ms. Jackson replied that they did send letters to the churches and sent a volunteer recruitment flier to the churches as well. Ms. Jackson explained why they chose Burns Hill for the next OIAM event which was because they wanted a meeting place in a community where everyone could come together to do their volunteer recruitment. Committee Member Williams inquired as to if staff reached out to the Macedonia and Pershing Street neighborhoods because of their close proximity. Mr. McNair reiterated that approximately 63 families have been identified in the 139.001 and 139.002 areas. They are attempting to contact those that have not yet responded, but if they cannot reach them, there is a possibility that they will possibly drift into another block group, probably 139.004.

Mr. McCaslin asked how many homes could be addressed in one day. Mr. McNair replied last year they did 11 homes and this year they would like to increase this number to 25. Mr. McCaslin confirmed these are all owner occupied.

There being no further business to discuss, the meeting adjourned at 10:53 a.m. upon motion duly made and seconded.

Respectfully Submitted,

Maria A. Smith
Deputy City Clerk

Jeff Golden, Chairman

DRAFT

CITY OF HIGH POINT

AGENDA ITEM



Title: Leasing Agreement for Maintenance Equipment

From: Lee Tillery –Parks and Recreation Director
Jeff Moore – Financial Services Director

Meeting Date: October 3, 2016

Public Hearing: N/A

Advertising Date: N/A

Advertised By: N/A

Attachments: Lease Agreement – John Deere Financial

PURPOSE:

Enable official lease agreement with John Deere Financial for five utility vehicles to be utilized at various locations in the Parks and Recreation Department.

BACKGROUND:

The Parks and Recreation Department budgeted funds to lease maintenance equipment at Oak Hollow and Blair Park Golf Clubs as well as Oak Hollow and City Lake Parks beginning with the 2016-17 budget. Leasing equipment will provide for new equipment replacing our aging fleet at all of these locations. The agreement with John Deere provides five utility vehicles with automatic dump beds to be used at the parks/golf courses previously mentioned.

BUDGET IMPACT:

Funds for this project are available in the FY 2016-2017 budget

RECOMMENDATION / ACTION REQUESTED:

The Parks and Recreation Department recommends approval of the lease agreement with John Deere Financial.

Equipment Leasing Summary

Oak Hollow Golf Course

Qty	Description	Lease Term	Monthly Payment	Yearly Total	Purchase Value
2	Toro Greensmaster 3151-Q (Greens)	60 mth	\$936.47	\$11,237.64	\$59,482.06
1	Toro Reelmaster 5510-D-36.8 hp Tier 4-C Diesel	60 mth	\$906.44	\$10,877.28	\$58,252.43
1	Toro Sidewinder RM 3100-D-21.5 hp	60 mth	\$501.12	\$6,013.44	\$31,800.04
1	Toro Groundsmaster 4000-D	60 mth	\$968.78	\$11,625.36	\$61,227.52
2	JD Turf Gator TX - w/power dump	60 mth	\$269.26	\$3,231.12	\$14,800.00
1	Toro Topdresser 2500	60 mth	\$221.20	\$2,654.40	\$11,998.37
	Total	60 mth	\$3,803.27	\$45,639.24	\$237,560.42

Blair Park Golf Course

Qty	Description	Lease Term	Monthly Payment	Yearly Total	
2	Toro Greensmaster 3151-Q (Tees & App)	60 mth	\$994.42	\$11,933.04	\$63,166.80
1	Toro Reelmaster 5510-D-36.8 hp Tier 4-C Diesel	60 mth	\$906.44	\$10,877.28	\$58,252.43
1	Toro Sidewinder RM 3100-D-21.5 hp	60 mth	\$501.12	\$6,013.44	\$31,800.04
2	JD Turf Gator TX - w/power dump	60 mth	\$269.26	\$3,231.12	\$14,800.00
1	Toro Groundsmaster 3280 4WD	60 mth	\$378.68	\$4,544.16	\$23,539.58
	Total	60 mth	\$3,049.92	\$36,599.04	\$191,558.85

Oak Hollow Park

Qty	Description	Lease Term	Monthly Payment	Yearly Total	
1	eXmark Z-Mower - 60"	60 mth	\$198.15	\$2,377.80	\$12,198.16
	Total	60 mth	\$198.15	\$2,377.80	\$12,198.16

City Lake Park

Qty	Description	Lease Term	Monthly Payment	Yearly Total	
1	eXmark Z-Mower - 72"	60 mth	\$209.61	\$2,515.32	\$12,905.36
1	JD Turf Gator TX - w/power dump	60 mth	\$134.63	\$1,615.56	\$9,300.00
	Total	60 mth	\$344.24	\$4,130.88	\$22,205.36

Qty		Lease Term	Monthly Payment	Yearly Total	Purchase Value
18	Division Total	60 mth	\$7,395.58	\$88,746.96	\$463,522.79
13	Toro Totals	60 mth	\$6,722.43	\$80,669.16	
5	John Deere Totals	60 mth	\$673.15	\$8,077.80	

CITY OF HIGH POINT

AGENDA ITEM



Title: Biosolids Hauling and Disposal

From: Terry Houk – Public Services Director
Harry Hull – Residuals Management Superintendent

Meeting Date: Oct. 3, 2106

Public Hearing: N/A

Advertising Date: September 2, 2016
Advertised By: Purchasing

Attachments: Attachment A – Bid Tabulation

PURPOSE:

The City of High Point disposes bio-solids from the wastewater system via incineration. The current solids handling equipment, due to age and serviceability life, requires replacement and upgrades. The work for this project will include installation of two new centrifuges, two new cake pumps, and rehabilitation of the incinerator to comply with new EPA air emission requirements.

BACKGROUND:

During a recent start-up of the incinerator a key component of the air emission system caught on fire and has significant damage while in the testing phase. It is estimated that the repairs will not be complete until late November to early December. This contract is to dispose of the biosolids for the Westside and Eastside Wastewater Treatment Plants for 120 days.

BUDGET IMPACT:

Funds are available for this project in the FY 2016-2017 budget.

RECOMMENDATION / ACTION REQUESTED:

Public Services is recommending that Council approve the contract to McGill Environmental for \$514,404.00, which was the lowest bid out of three competitive, responsible bids.



**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT: **Public Services - Residuals Management**

COUNCIL AGENDA DATE: **Aug 3, 2016**

BID NO.: **14-091516**

CONTRACT NO.:

DATE OPENED: **Sep 22, 2016**

DESCRIPTION:

Bio-Solids hauling and disposal for Eastside and Westside Residuals

PURPOSE:

To remove Bio-solids from the division during our equipment failure shutdown.

COMMENTS:

Removal of solids on an estimated 90 wet tons per day for 120 working days.

RECOMMEND AWARD TO: **McGill Environmental**

AMOUNT: **47.63 per wet ton**

JUSTIFICATION:

McGill was lowest price per wet ton of solids removed from a formal bid. McGill was lowest cost of three (3) competitive bids. Total bid price was \$514,360.00

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
421779	533701	421161027405	40202	1,000,000.00
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: **Terry Houk**

Digitally signed by Terry Houk
DN: cn=Terry Houk, o=City of High Point, ou=Public Services, email=terry.houk@highpointnc.gov, c=US
Date: 2016.09.23 11:36:50 -0400

DATE: **Sep 23, 2016**

The Purchasing Division concurs with recommendation submitted by the **Public Services and recommends award to the lowest responsible, responsive bidder **McGill Environmental** in the amount of \$ **514,360.00**.**

PURCHASING MANAGER: **Erik Conti**

Digitally signed by Erik Conti
DN: cn=Erik Conti, o=ou, email=erik.conti@highpointnc.gov, c=US
Date: 2016.09.23 14:17:13 -0400

DATE: **Sep 23, 2016**

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=jiffmoore@highpointnc.gov, c=US
Date: 2016.09.26 10:52:54 -0400

DATE: **Sep 26, 2016**

CITY MANAGER: **Greg Demko**

Digitally signed by Greg Demko
DN: cn=Greg Demko, o=High Point, ou=High Point, email=greg.demko@highpointnc.gov, c=US
Date: 2016.09.26 11:00:59 -0400

DATE: **Sep 26, 2016**

Bid Tabulation
Bid Number 14-091516
Bio-Solids Hauling and Disposal- PS
Date: September 15, 2016 @ 2:00 P.M.

<u>BIDDERS</u>	ESTIMATED QUANTITIES	UNIT PRICE PER WET TON	ESTIMATED DAYS
McGill Environmental	90 Tons-wet/day	\$47.63	120 days
Synagro	90 Tons-wet/day	\$111.00	120 days
Hilco Transport	90 Tons-wet/day	\$75.62	120 days

CITY OF HIGH POINT

AGENDA ITEM



Title: Street Abandonment 16-04
(West Mountain Funding, LLC)

From: Lee Burnette, Planning & Development
Director

Meeting Date: October 3, 2016

Public Hearing: Yes

Advertising Date: September 9, 16, 23 & 30,
2016

Advertised By: Planning & Development

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

PURPOSE:

A request by West Mountain Funding, LLC to abandon a portion of the Staton Drive right-of-way, lying west of St. Johns Street.

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 27, 2016, a public hearing was held before the Planning and Zoning Commission regarding Street Abandonment 16-04. The Planning & Zoning Commission recommended **approval** of this request by a vote of 7-0.

B. Staff recommends **approval** of Street Abandonment Case 16-04 as outlined in the attached staff report.

PLANNING AND ZONING COMMISSION RECOMMENDATION

West Mountain Funding, LLC

Street Abandonment 16-04

At its September 27, 2016 public hearing, the Planning and Zoning Commission reviewed Street Abandonment 16-04. All members of the Commission were present, except for Mr. Walsh. Mr. Herbert Shannon, Senior Planner, presented the case and recommended approval of the request as outlined in the staff report.

Speaking in favor of the request:

Speaking in favor of the request was the applicant, Mr. Greg Garrett, West Mountain Funding Management, 221 Jonestown Road, Winston-Salem, N.C. Mr. Garrett made himself available to answer questions from the Commission.

Speaking in opposition to the request:

No one spoke in opposition of the request.

Planning & Zoning Commission Action

The Planning & Zoning Commission recommended approval of Street Abandonment Case 16-04, as recommended by staff, by a vote of 7-0.

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

**STAFF REPORT
STREET ABANDONMENT 16-04
September 27, 2016**

Request	
Applicant: West Mountain Funding, LLC	Proposal: To abandon a portion of the Staton Drive right-of-way, lying west of St. Johns Street.

Adjacent Streets		
Name:	Classification:	Right-of-Way and Pavement Width:
St. John's Street	Local Street	Right-of-way width varies at the roundabout from 50 to 96 feet; 26-foot wide paving with curb and gutter

Adjacent Property Zoning and Current Land Use		
North	Conditional Use Residential Single Family-9 District	Unimproved portion of Staton Drive right-of-way
East	Conditional Use Residential Single Family-9 District	St. Johns Street right-of-way
South	Residential Single Family-9 District	Undeveloped parcels
West	Residential Single Family-9 District	Undeveloped parcels

Analysis

West Mountain Funding, LLC has requested to abandon an approximately 8,276-square-foot triangular portion of the unimproved Staton Drive right-of-way (ROW), lying directly west of St. Johns Street. The Staton Drive ROW was recorded in 1964 on a map entitled "Staton Park Subdivision - Deep River Township – Guilford County, NC". Although platted and recorded, this subdivision was never developed and most of its land area has been replatted into what is now the Meadow Valley Subdivision. The applicant is proposing to add the excess triangular portion of this ROW into the abutting parcel to the west and re-subdivide the lots so as to develop 3 to 4 single family dwellings.

This abandonment request will not eliminate all of the Staton Drive ROW, there will still be a segment of this ROW remaining to provide access for abutting parcels to the north. For this reasons, this street abandonment request will not deprive abutting property owners access to their property. Official mailed notice for the public hearing was sent to abutting property owners, 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

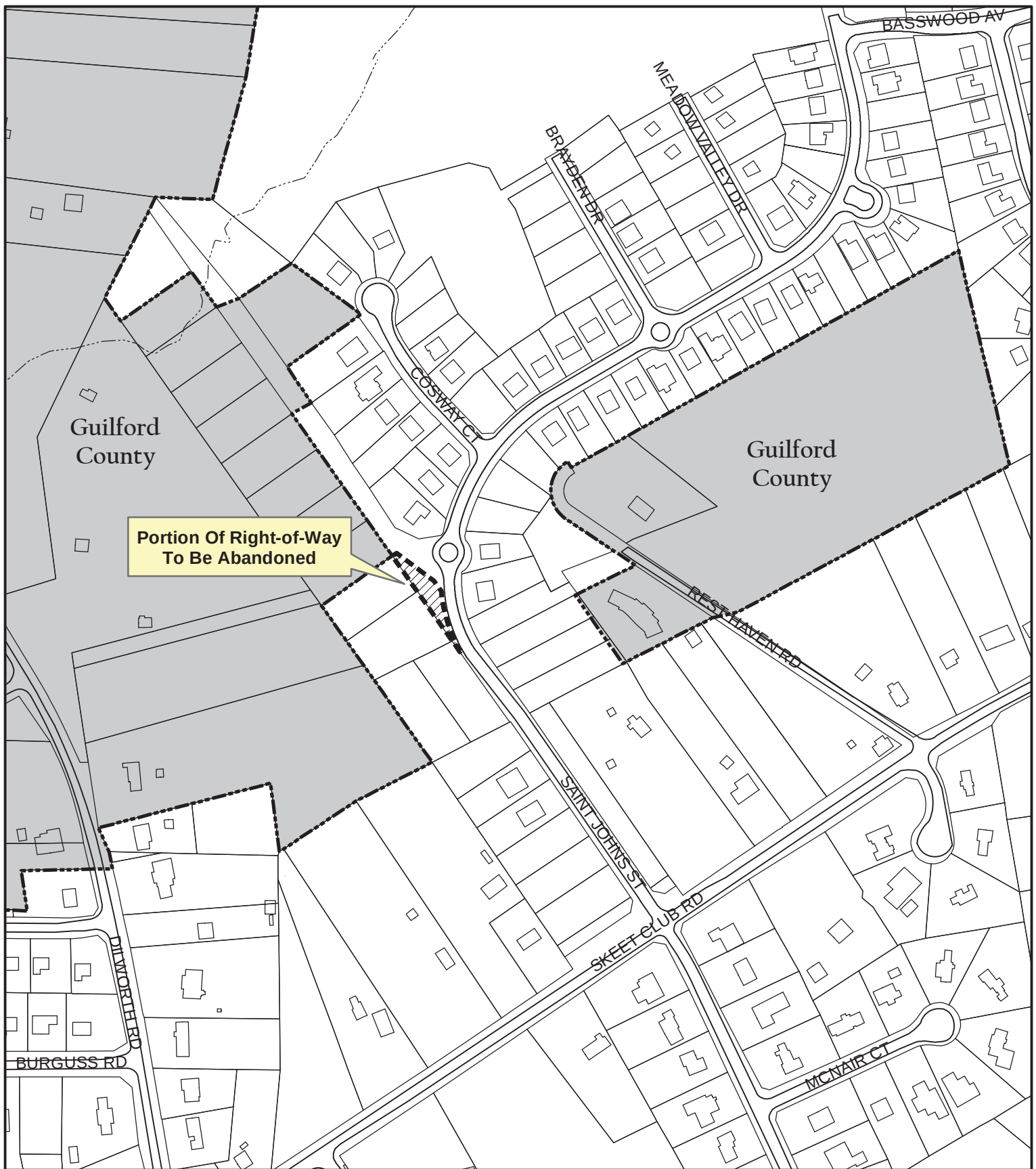
The Technical Review Committee reviewed this request and identified no issues related to the abandonment of this ROW. However, Duke Energy has a utility line crossing this ROW and an easement must be retained over this line.

This abandonment of the public's interest and conveyance of the ROW 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 ROW reasonable means of ingress and egress to their property. The Planning and Development Department recommends approval of the request. This recommendation includes the retention of the following utility easements:

- 1) Retention of a 20-foot-wide Duke Power utility easement, which also includes Time Warner Cable lines and NorthState Communication lines, centered over all existing electric lines 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 SA-16-04

Applicant: West Mountain Funding, LLC
Area: 0.190 acres



Location of requested street abandonment

Planning & Development
Department

City of High Point

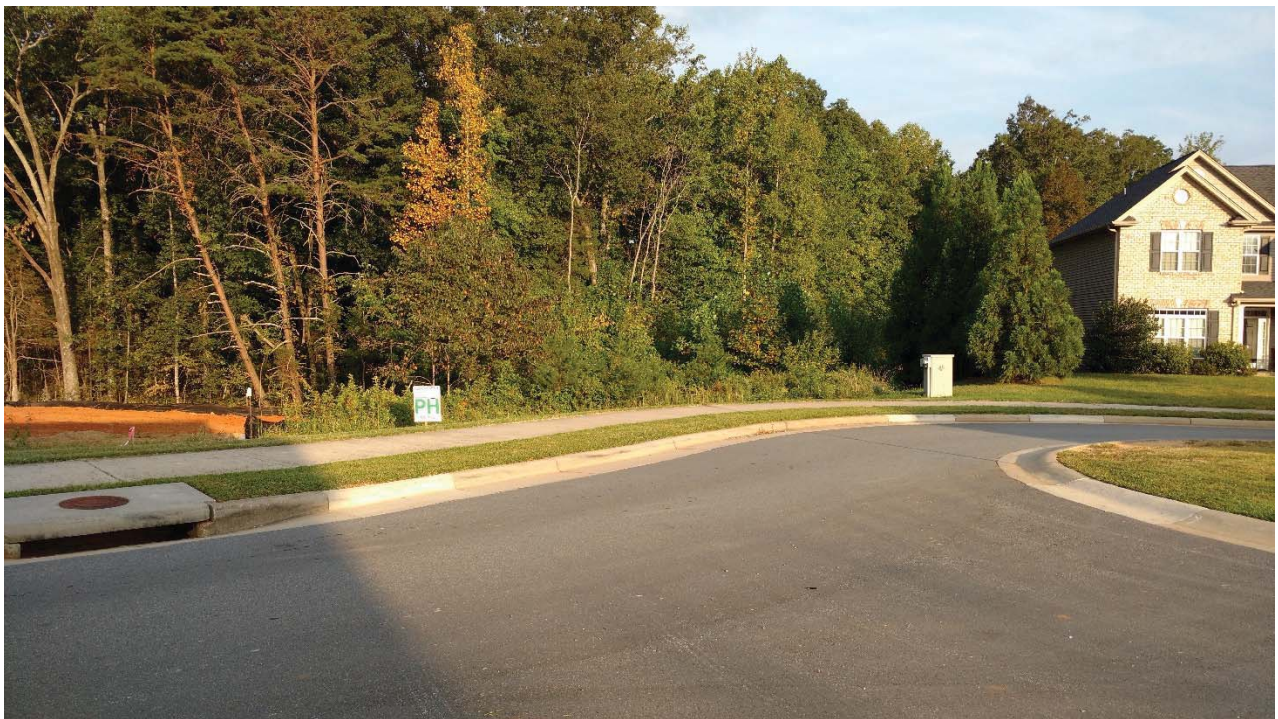
Date: September 27, 2016

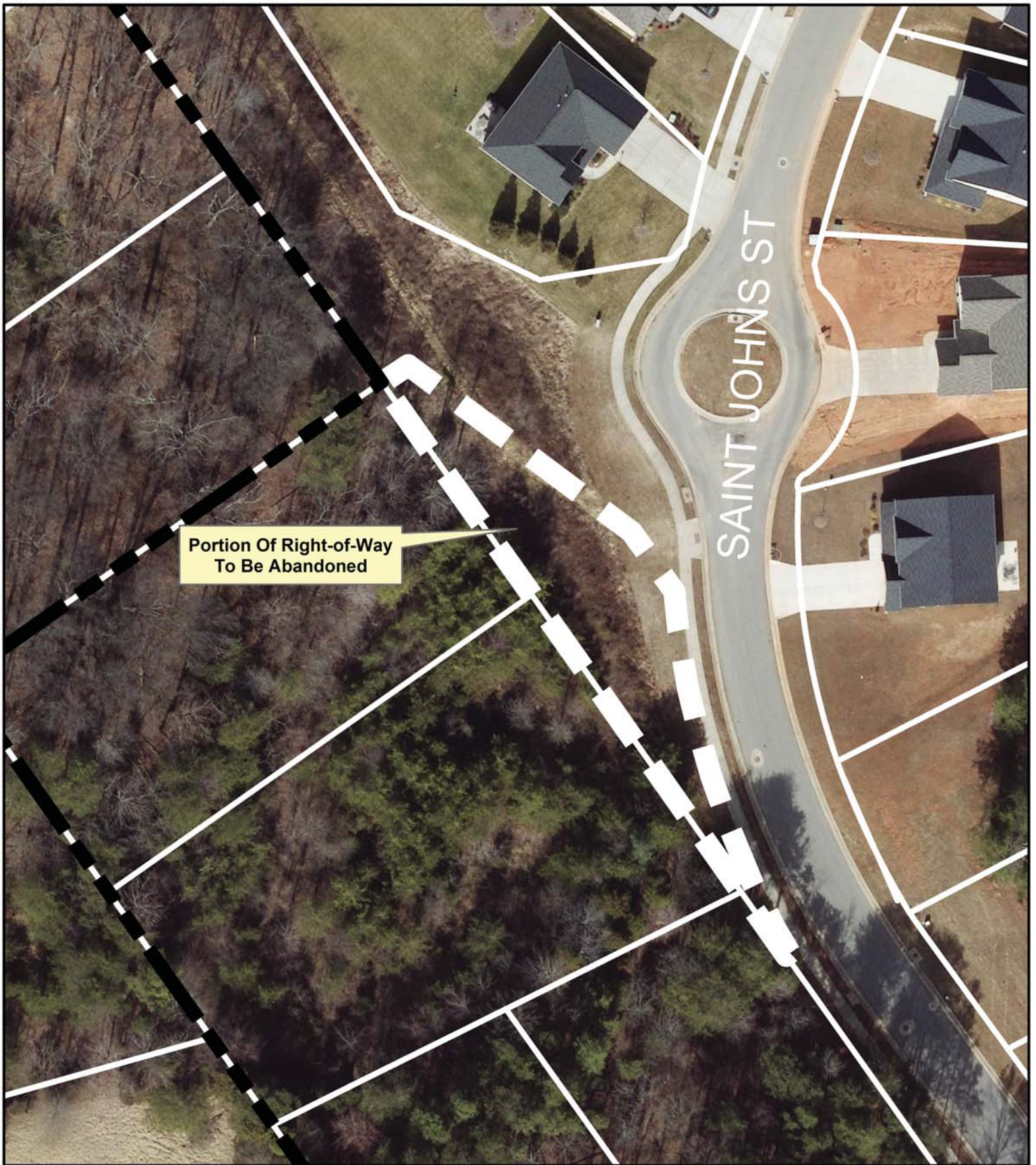


Scale: 1"=300'

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2016\pz\sa16-04.mxd

Attachments: Photographs (September 2016) and Aerial (February 2014)
**Looking west (from St. Johns Street) toward the unimproved
portion of the Staton Drive ROW to be abandoned.**





STREET ABANDONMENT SA-16-04

Applicant: West Mountain Funding, LLC
Area: 0.190 acres



Location of requested street abandonment

Planning & Development
Department

City of High Point

Date: September 27, 2016



Scale: 1"=50'
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2016/pz/sa16-04photo.mxd

Return to: Joanne Carlyle, City Attorney
City of High Point
P.O. Box 230
High Point, NC 27261
Resolution No. xxxx / 16-xx

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HIGH POINT, IN A REGULAR MEETING ASSEMBLED ON THE 3rd DAY OF OCTOBER, 2016, AT 5:30 P.M. IN THE COUNCIL CHAMBERS OF THE MUNICIPAL BUILDING, HIGH POINT, NORTH CAROLINA:

Street Abandonment (Closure) Case 16-04

(portion of the Staton Drive right-of-way)

A request by West Mountain Funding, LLC to abandon a portion (approximately 8,276-square-foot triangular segment) of the unimproved Staton Drive right-of-way.

WHEREAS, West Mountain Funding, LLC has petitioned the City Council of the City of High Point to permanently abandon (close) a portion of the Staton Drive right-of-way that is lying west of St. Johns Street, which is more specifically escribed as follows:

BEGINNING at an existing 1-1/4"iron in the southern right-of-way of Staton Drive (not open) said iron being the northeast corner of Lot 8 Staton Park as recorded in Plat Book 36, Page 51, Parcel number 0169453, West Mountain Funding, LLC as recorded in Deed Book 7832, Page 1716; thence on a new line and crossing said Staton Drive the two (2) following courses and distances: 1) N. 54°33'33" E. 13.41' to a 7/8" iron placed; thence 2) S. 63°18'15" E. 98.15' to a 7/8" iron placed in the northern right-of-way of said Staton Drive and in the southern line of area dedicated as right-of-way in Meadow Valley Phase 1B as recorded in Plat Book 173, Page 21; thence with the northern right-of-way of said Staton Drive S. 35°33'23" E. 22.57' to a 7/8" iron placed in the western right-of-way of St. Johns Street; thence with the right-of-way of said St. Johns Street the three (3) following courses and

distance: 1) S. 00°47'23" W. 0.18' to a 7/8" iron placed 2) on a curve to the left (having a radius of 325') a chord bearing and distance of S. 16°20'19" E. 169.12' to a 7/8" iron placed; thence 3) S. 62°44'32" W. 3.81' to 7/8" iron placed in the southern right-of-way of said Staton Drive; thence with said right-of-way N. 35°27'44" W. crossing a 7/8" iron placed at 29.96' and continuing 29.96' to a 7/8" iron placed, the southeast corner of Lot 7 of said Staton Park and continuing 208.83 for a total distance of 268.75' to the point and place of BEGINNING and containing 0.190 acres more or less.

WHEREAS, the petition has been duly filed with this Council in a Regular meeting assembled on the 6th day of September, 2016, at 5:30 p.m. setting the 3rd day of October, 2016 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 September 9, 16, 23 & 30, 2016; 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) a portion of the Staton Drive right-of-way, lying east of St. Johns Street; 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 the portion of the Staton Drive right-of-way, lying west of St. Johns Street (approximately 0.19 acres±), as described above, be closed pursuant to North Carolina G.S. 160A-299; and
2. That the City of High Point shall retain a 20-foot-wide Duke Power utility easement, which also includes Time Warner Cable lines and NorthState Communication lines, centered over all existing electric lines 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 3rd day of October, 2016
Lisa B. Vierling, City Clerk

Legend

7/8" Iron Placed	⊙
Iron Found (As Noted)	○
Boundary Line	—
Unsurveyed Line	- - -
Adjoining Boundary Line	—+—
Water Valve	⊕
Hydrant	⊕
Light Pole	⊕
San. Sewer Manhole	⊕

Notes:

- 1) This property is subject to any easements, agreements, or rights-of-way of record prior to the date of this map which were not apparent at the time of my inspection and might otherwise be disclosed by an attorney's title opinion which as of date shown hereon has not been supplied to Brady Surveying Company, P.A. There may be easements or other matters of record affecting this property not shown hereon.
- 2) Geodetic Datum acquired via the NCGS VRS/RTN Horizontal Datum: NAD83(2011)
- 3) All distances shown are measured horizontal ground distances unless specifically noted otherwise.

Forsyth County, North Carolina

I, W. Max Brady, Jr., certify that this map was drawn under my supervision from an actual traditional and a GPS survey made under my supervision (deed description recorded in Deed Book 7801, Page 770 and other reference sources as shown); that the boundaries not surveyed are indicated as dashed lines and drawn from information shown; that the ratio of precision or positional accuracy for the traditional survey as calculated by latitudes and departures is 1/20,000+; the following information was used to perform the GPS survey: (1) Class of survey: A (2) Positional accuracy: 0.10' (3) Type of GPS field procedure: RTK (4) Date of survey: July 12, 2016 (5) Datum: NAD83(2011) (6) NCGS VRS/RTN (7) Geoid model: 2012A (8) Combined grid factor(s): 0.9999856 (9) Units: US Survey Feet; that the area was calculated by coordinates; and that this map meets the requirements of the Standards of Practice for Land Surveying in North Carolina (21 NCAC 56.1600) and does not meet the requirements of NCGS 47-30 as amended.

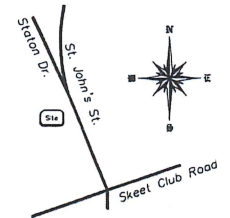
Witness my hand and seal this ____ day of ____ 2016.

Professional Land Surveyor
L-2578

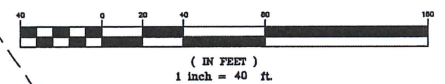


Preliminary: NOT for Recordation, Conveyances or Sales.

Location Map
Not to scale



2.265 Acres± Total
Boundary Survey
West Mountain Funding, LLC
High Point Township
Guilford County, North Carolina
July 18, 2016
GRAPHIC SCALE



Brady
Surveying
Company, P.A.

2990 Bethesda Place, Suite 601-B
Winston-Salem, North Carolina 27103
(336) 760-2716

Drawing 16006 PHASE

S:\16 MEADOW VALLEY SECTION\3\16006 PHASE 4.dwg Mon, 18 Jul 2016 9:21am

**HIGH POINT CITY COUNCIL
REGULAR MEETING
COUNCIL CHAMBERS – HIGH POINT MUNICIPAL BUILDING
September 19, 2016 – 5:30 P.M.**

ROLL CALL, PRAYER, AND PLEDGE OF ALLEGIANCE

Mayor Bencini called the meeting to order and asked everyone to stand for a moment of silent prayer. The Pledge of Allegiance followed.

Upon call of the roll, the following Council Members were present:

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

Absent: *Council Members: Cynthia Y. Davis (At-Large)[attending a Leadership conference at UNC-CH School of Government]*

RECOGNITIONS AND PRESENTATIONS

160268 Workforce Development Board Update

Ms. Lillian Plummer, Executive Director of Workforce Development Board, will be in attendance to update City Council on the work being done by the board.

Ms. Plummer thanked Council for allowing her to come and give an overview of the activities and programs the Workforce Development Board has accomplished over the past year. She reported that there are three primary groups that they serve - adults, dislocated workers, and youth (ages 16-24).

She highlighted that some very special activities happened this past summer. The youth were engaged in a series of personal development activities through an activity operated through Forsyth Technical Community College.

Winnie Robinson, Young Adult Outreach Specialist, NC Works Career Center, briefly addressed City Council about a program entitled “Bridges to Careers” a program in operation since 2012 at Forsyth Tech. Twenty-five youth were involved in this assimilated work environment program. Caterpillar purchased this very special training program – 6 Sigma: Foundation for Quality at Caterpillar - from GM several years ago. The youth participating in this year’s program were the first to score 1/3 behind two classes of Caterpillar advance executives with 30 years’ work experience. She introduced two students who were in attendance tonight – Charity Scott-Legrand, who is a sophomore at NC A&T State University studying

engineering, and Mercadies Breaden, who will be attending GTCC for her GED. Ms. Scott-Legrande addressed Council and stated that this was an eye-opening experience for her as she had never had a job prior to this program and this taught her structure and to be open-minded. She was very pleased to be a part of the program and shared a plaque she received for being a top performing team member of the simulation.

Ms. Robinson stated the program is "INSPIRE Young Adult Workforce Preparation." The idea of the program is to bring the youth out of themselves and raise their career expectations.

Ms. Plummer stated that there were over 100 students who went through the program. The 22 students that scored 1/3 highest in the history of the simulation were students primarily from High Point Central High School, but all were High Point students.

Ms. Plummer gave a brief report on the Career Center at the 607 Idol Street location in High Point. They had over 40,000 residents come into the facility last year with 48,000 receiving multiple services. Also, 14,000 new students came in last year. Out of the students, 115 were sponsored in skilled training. Highlighted areas of training include truck driving, nursing and other medical fields, logistics (management field), electronics, machining and advanced manufacturing.

October 2015 – September 2016, 65.5% of the individuals who came in and went on the job search mode were employed. Out of this group, 2,858 were engaged in additional services and out this number, 1,873 were still employed at the end of the 1st quarter with an average wage of \$13.89 per hour.

Ms. Plummer reported that they have a business service team that works directly with employers. Over 51% of board members represent the private sector. They have worked with Thomas Built Buses, Azko Noble and Loren Hill, HPEDC and his team when new businesses come to the area and are hiring.

Looking ahead, over the next few months, they will be asking questions, working closely with Economic Development to identify priorities and skills needed for the future and trying to take global picture to make sure they are on target. She stated they still find that basic skills are a problem and are trying to put programs in place to teach these i.e. math, reading.

She reported they are experiencing some challenges due to the implementation of the Work Force Innovation and Opportunity Act. She thanked City Manager Demko and Deputy City Manager McCaslin for their support and asking her the right challenging questions to stay focused to the needs of the citizens of High Point. She also stated that Council Member Cynthia Davis has been attending meetings and takes her position as liaison to the Board very seriously.

Mayor Bencini thanked Ms. Plummer for her timely and informative update and the work the Workforce Development Board does for the community.

CONSENT AGENDA ITEMS

Chairman J. Davis reported that the Finance Committee met on September 14th and recommended approval of the finance items. He recommended that these be rolled all into one motion for approval.

However, he reported that staff has requested that Council pull matter 160290 Resolution- Issuance of Series 2016 General Obligation Refunding Bonds from the Consent Agenda and add it to the Regular Agenda to allow further discussion due to some additional information that staff received that will result in an additional \$55,000-\$60,000 savings in interest.

At this time, Chairman J. Davis MOVED to approve all finance-related matters on the Consent Agenda with the exception of matter 160290, which will be placed on the Regular Agenda. Council Member Alexander made a second to the motion, which carried unanimously. [8-0 vote] [Council Member C. Davis was absent]

Note: Although one motion was made to approve/adopt these matters under the Finance Committee Consent Agenda, action on all of these matters will be reflected throughout the Consent Agenda portion of these minutes as being made and seconded by the same persons.

FINANCE COMMITTEE - Council Member J. Davis, Chair

Committee Members: J. Davis, C. Davis, Alexander and Hill (Council Member C. Davis was absent)

160284 Contract - Amick Equipment - Side Loading Arm Assembly

Council is requested to approve contract with Amick Equipment Company in the amount of \$45,256.53 for the purchase of a side loading arm assembly for a side loading refuse truck.

Approved contract with Amick Equipment Company in the amount of \$45,256.53 for the purchase of a side loading arm assembly for a side loading refuse truck.

A motion was made by Council Member J. Davis, seconded by Council Member Alexander, that this Contract be approved. The motion PASSED by an 8-0 unanimous vote. [Council Member C. Davis was absent]

160285 Contract - Pro-Shot Concrete, Inc. - Bridge/Structure Repairs

Council is requested to award contract to Pro-Shot Concrete, Inc., in the amount of \$95,226.00 for repair of seven (7) bridges and structures within the City of High Point.

Approved contract awarding contract to Pro-Shot Concrete, Inc., in the amount of \$95,226.00 for the repair of seven (7) bridges and structures within the City of High Point.

A motion was made by Council Member J. Davis, seconded by Council Member Alexander, that this Contract be approved. The motion PASSED by an 8-0 unanimous vote. [Council Member C. Davis was absent]

160286 Contract - Water & Sewer Scheduled Maintenance

Council is requested to award contract to Breece Enterprises, Inc., in the amount of \$379,870.00 for Water and Sewer Scheduled Maintenance.

Approved contract to Breece Enterprises, Inc., in the amount of \$379,870.00 for Water and Sewer Scheduled Maintenance.

A motion was made by Council Member J. Davis, seconded by Council Member Alexander, that this Contract be approved. The motion PASSED by an 8-0 unanimous vote. [Council Member C. Davis was absent]

160287 Agreement - Cold Case Interlocal Agreement - Amended

Council is requested to authorize the City Manager to execute a United States Department of Justice (DOJ) Office of Justice Programs "Solving Cold Cases with DNA" grant. This amendment Interlocal Agreement is between the cities of Winston Salem, Greensboro and High Point for the period of October 1, 2016 - September 30, 2017.

Authorized the appropriate city officials to execute Cold Case Interlocal Agreement between the cities of Winston Salem, Greensboro and High Point for the period of October 1, 2016-September 30, 2017.

A motion was made by Council Member J. Davis, seconded by Council Member Alexander, that this Agreement be approved. The motion PASSED by an 8-0 unanimous vote. [Council Member C. Davis was absent]

160288 Budget Ordinance Amendment - Downtown Revitalization Grant

Council is requested to adopt an ordinance amending the City of High Point 2016-2017 budget to recognize revenue and expenditures in the amount of \$500,000 from the North Carolina Rural Economic Development Downtown Revitalization Grant for the Library Plaza project, Phase II.

Adopted budget ordinance recognizing revenue and expenditures in ~~theteh~~ amount of \$500,000 from the North Carolina Rural Economic Development Downtown Revitalization Grant for the Library Plaza Project, Phase II.

A motion was made by Council Member J. Davis, seconded by Council Member Alexander, that this Ordinance be adopted. The motion PASSED by an 8-0 unanimous vote. [Council Member C. Davis was absent]

**Ordinance No. 7237/16-57; Page 120
Introduced 9/19/2016; Adopted 9/19/2016
Ordinance Book, Volume XIX, Page 120**

160289 Budget Ordinance Amendment - Skeet Club Electric Upgrade

Council is requested to adopt an ordinance amending the City of High Point 2016-2017 budget to recognize revenue and appropriate expenditures in the amount of \$1,784,386 from the North Carolina Department of Transportation (NCDOT) for the Skeet Club Electric Upgrade project (relocation of existing distribution system).

Adopted budget ordinance recognizing revenue and appropriate expenditures in the amount of \$1,784,386 from the North Carolina Department of Transportation for the Skeet Club Electric Upgrade project for the relocation of existing distribution lines.

A motion was made by Council Member J. Davis, seconded by Council Member Alexander, that this Ordinance be adopted. The motion PASSED by an 8-0 unanimous vote. [Council Member C. Davis was absent]

Ordinance No. 7238/16-58; Page 121
Introduced 9/19/2016; Adopted 9/19/2016
Ordinance Book, Volume XIX, Page 121

160295 Cigna Employee Healthcare 2017 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, 2017 - December 31, 2017.

Authorized the City Manager to execute contract renewal for the Cigna Employee Healthcare for the period of January 1, 2017 – December 31, 2017.

A motion was made by Council Member J. Davis, seconded by Council Member Alexander, that this Contract be approved. The motion PASSED by an 8-0 unanimous vote. [Council Member C. Davis was absent]

REGULAR AGENDA ITEMS

FINANCE COMMITTEE – Council Member J. Davis, Chair

Committee Members: J. Davis, C. Davis, Alexander and Hill (Council Member C. Davis was absent)

160290 Resolution - Issuance of Series 2016 General Obligation Refunding Bonds

City Council is requested to adopt the attached “Resolution Providing for the Sale and Issuance of City of High Point, North Carolina General Obligation Refunding Bonds, Series 2016” and authorizing the Mayor, the City Manager, the City Clerk, and the Financial Services Director to execute and deliver certain documents in connection therewith.

This item was removed from the Consent Agenda at the request of the Director of Financial Services due to a revision in the Resolution.

Jeff Moore, Director of Financial Services, recommended that Council pull the item from Consent Agenda to allow for substitution of form of proceedings to full non-callable structure in legal aspects of the bonds from traditional bond structure where bonds with maturities in excess of 10 years may be callable in the future. There are only 2 serial maturities that would be affected by this change totaling approximately \$2 million. Expected additional savings that can be taken now by making this change in structure to be all non-callable bonds is \$55,000 to \$60,000 over the life of the bonds, which staff recommends in the current historically low interest rate environment.

Adopted amended “Resolution Providing for the Sale and Issuance of City of High Point, North Carolina General Obligation Refunding Bonds, Series 2016” and authorizing the Mayor, the City Manager, the City Clerk, and the Financial Services Director to execute and deliver certain documents in connection therewith.

A motion was made by Council Member J. Davis, seconded by Council Member Alexander, that this Resolution be adopted. The motion PASSED by an 8-0 unanimous vote. [Council Member C. Davis was absent]

**Resolution No. 1642/16-42
Introduced 9/19/2016; Adopted 9/19/2016
Resolution Book, Volume XIX, Page 112**

PLANNING & DEVELOPMENT COMMITTEE - Council Member Wagner, Chair
Committee Members: Wagner, C. Davis, J. Davis, and Golden (Council Member C Davis was absent)

160257 Resolution - High Point University - Street Abandonment 16-02

A request by High Point University to abandon the eastern portion (approximately 72 feet) of the North Avenue right-of-way. The portion of North Avenue to be abandoned is lying west of N. Centennial Street. This item first appeared on the August 15th Council agenda and was placed in committee to receive further information. At the September 6th meeting, Council voted to place this matter on the September 19th agenda for a recommendation. At this time, if Council desires to move forward with Street Abandonment 16-02, a Resolution of Intent that establishes a public hearing date of Monday, November 7, 2016 at 5:30 p.m. should be adopted.

Adopted Resolution of Intent establishing public hearing date of Monday, November 7th at 5:30 p.m. to consider a request by High Point University to abandon the eastern portion (approximately 72 feet) of the North Avenue right-of-way. The portion of North Avenue to be abandoned is lying west of N. Centennial Street.

A motion was made by Council Member Golden, seconded by Council Member Williams, that this Resolution of Intent be adopted. The motion PASSED by an 8-0 unanimous vote. [Council Member C. Davis was absent]

**Resolution No. 1643/16-43
Introduced 9/19/2016; Adopted 9/19/2016
Resolution Book, Volume XIX, Page 113**

PUBLIC HEARINGS – Planning & Development Committee**160291 Resolution - World Relief Corporation of National - Street Abandonment 16-03 Association of Evangelicals**

A request by World Relief Corporation of National Association of Evangelicals to abandon the western 295 feet of the Everett Lane right-of-way, lying west of Kennedy Avenue.

Herb Shannon, Senior Planner, presented the staff report for this Street Abandonment request to City Council.

This portion of Everett Lane is unimproved and never opened as a public street. The majority of the parcels abutting this right-of-way are undeveloped and owned by the applicant; they are proposing to use these undeveloped lots for a community garden. This portion of the Everett Lane right of way bisects their parcels. They have requested abandonment so as to incorporate the unimproved segment of the right of way into their community garden. The two parcels not owned by the applicant, 502 Rotary Drive and 614 Everett Lane, are developed with single family dwellings and have sufficient frontage on existing public streets for access.

The City will retain a 20-foot wide sanitary sewer easement centered over the existing sewer line within and crossing the right of way.

Following the staff report by Mr. Shannon, Council Member Wagner opened the public hearing.

Ms. Sandy Paige, Refugee Health Coordinator at World Relief Corporation of National Association of Evangelicals, 155 Northpoint Avenue, Suite 102, High Point, addressed Council in favor of the request. Ms. Paige noted that street abandonment and the creation of this community garden would benefit the refugees they serve as many of them have been farmers all their lives and currently do not have the opportunity to farm since they live in apartments. A local employer is donating fencing for the 2.2-acre garden and they are also planning to build a shelter for the refugees to use.

With no one else wishing to address City Council in favor or opposition to the request, Chair Wagner closed the public hearing.

Adopted the Resolution authorizing the abandonment of the western 295 feet of the Everett Lane right-of-way, lying west of Kennedy Avenue.

A motion was made by Council Member Wagner, seconded by Council Member Alexander, that the Resolution authorizing Street Abandonment 16-03 be adopted. The motion PASSED by an 8-0 unanimous vote. [Council Member C. Davis was absent]

Resolution No. 1644/16-44
Introduced 9/19/2016; Adopted 9/19/2016
Resolution Book, Volume XIX, Page 114

160292 Ordinance - Mike Carr and Shufelt Holdings - Zoning Map Amendment 16-16

A request by Mike Carr and Shufelt Holdings to rezone approximately 9 acres from a Planned Unit Development-Limited (PDL) District to an amended Planned Unit Development-Limited (PDL) District. The site is located west of the intersection of Eastchester Drive and Lassiter Drive.

Herb Shannon, Senior Planner, presented the staff report on this zoning map amendment to City Council.

The current conditions limit this development to two points of access from Eastchester Drive, one opposite Lassiter Drive and one restricted movement (right-in/right-out) access point along the southern frontage of the site. The applicant has proposed to amend the access conditions to allow a third access point from Eastchester Drive consisting of a right-turn in only access to provide direct access to the northernmost lot in the development.

The only proposed change by this amendment will be to allow a third point of access, right in only, similar to that approved and installed along the opposite side of Eastchester Drive; and the initial zoning conditions established in 1998 and amended in 2004 and 2014 pertaining to permitted uses, development intensity and development layout will remain the same.

Following Mr. Shannon's presentation Chair Wagner opened the public hearing. No one spoke in favor or opposition to this request and the public hearing was closed.

Adopted Ordinance approving the Zoning Map amendment for this property based on consistency with the City's adopted plans. Council finds this action to be reasonable and in the public interest.

A motion was made by Council Member Wagner, seconded by Mayor Pro Tem Golden, that this Ordinance authorizing Zoning Map Amendment 16-16 be adopted. The motion PASSED by an 8-0 unanimous vote. [Council Member C. Davis was absent]

Ordinance No. 7240/16-59
Introduced 9/19/2016; Adopted 9/19/2016
Ordinance Book, Volume XIX, page 122

160293

Ordinance - City of High Point - Zoning Map Amendment 16-17

A request by the City Council to rezone 66 properties totaling approximately 170 acres to implement the new Development Ordinance that goes into effect on January 1, 2017.

Heidi Galanti, Planning Administrator, provided a brief overview of the staff report.

This is a request by the High Point City Council to rezone 66 properties totaling approximately 170 acres to implement the new Development Ordinance that goes into effect on January 1, 2017.

The new Development Ordinance is a replacement of the City's Development Ordinance that was last rewritten in 1992 which contains the City's zoning, subdivision, and environmental regulations.

Currently, the City has 38 zoning districts and in the new Development Ordinance there are 28. Many of the new districts are a translation or conversion from the old districts which means that the zoning district has been renamed and in most cases combined with other districts and a rezoning is not required.

However, there are some instances where a rezoning of a property to a new zoning district is required. For example, the Public and Institutional (PI) District has been deleted in the new Development Ordinance.

The areas that were zoned PI under the old Development Ordinance have been evaluated and some have translated to the Institutional district, which is intended to accommodate large-sized institutional uses in a campus-like setting such as the hospital and HPU.

Other areas are being rezoned to the appropriate new zoning district based on the current use of the property.

These zoning changes are not the result of any proposed development by the property owner; it is to apply the appropriate new zoning district based on the current use of the property to make the use of the property conforming in the new ordinance.

This is the second of three groups of zoning map amendments that will need to take place prior to the effective date of the new Development Ordinance.

This group contains 5 separate areas involving 66 properties.

Area 1 is the Washington Street Business District. It contains 53 properties that are recommended to be rezoned from Central Business (CB) with a Mixed Use Center (MUC) Overlay to the Mixed Use Washington Street District (MX-W). One of the goals of the new ordinance was simplification and this is an example, the new ordinance deleted the Mixed Use Overlay and made it a special district that does not require an overlay. This makes the regulations for this area easier to understand for

both the property owners and staff because it does not require looking at two sets of district regulations as was the case on the old Development Ordinance.

The 4 other areas which include: the Phillips Soccer Complex, the YMCA, Floral Gardens Cemetery, and the Salvation Army Boys and Girls Club and William Booth assisted living facility are currently zoned Public and Institutional (PI) and they are recommended to be rezoned to Parks and Natural Resources (PNR), Residential Single Family-5 (R-5), and General Business (GB); and

There are also 2 undeveloped properties, currently owned by the YMCA that are zoned residential and they are recommended to be rezoned to Parks and Natural Resources (PNR) to be consistent with the rest of YMCA property.

The proposed zoning map amendments are consistent with and supported by the City's adopted plans, especially the Land Use Plan and the Core City Plan. AND

They are necessary to implement the new Development Ordinance and make the current use of each of the properties a conforming use in the new Development Ordinance.

Staff recommends approval of the zoning map amendments.

The Planning and Zoning commission met on August 23rd and recommended approval by a vote of 7 to 0.

Following the staff report by Ms. Galanti, Chair Wagner, opened the public hearing.

Ms. Charity Jackson, 226 Hobson Street and a business owner on Washington Street, addressed City Council on this matter. Ms. Jackson's concern was how this rezoning was going to financially impact the property owners on Washington Street. She stated that financial institutions often ask if a business is located in a central business district and is concerned if the zoning is not Central Business (CB) the business owners will not be able to get loans.

Glenn Chavis, 137 Orville Drive, asked if these changes would affect the historic designation and staff advised that this zoning amendment would not have an effect on the Historical Designation of the area and the zoning district designation would not affect the business owner's ability to receive loans.

With no other persons addressing Council, Chair Wagner closed the public hearing.

Adopted Ordinance amending the Zoning Map amendments as recommended by staff to implement the new Development Ordinance, and make the current use of each of the properties a confirming use in the new Development Ordinance. The zoning map amendments are consistent with the City's adopted plans, especially the Land Use Plan and the Core City Plan.

A motion was made by Council Member Wagner, seconded by Council Member Alexander to adopt the Ordinance authorizing Zoning Map Amendment 16-17. The motion PASSED by an 8-0 unanimous vote. [Council Member C. Davis was absent]

**Ordinance No. 7241/16-60
Introduced 9/19/2016; Adopted 9/19/2016
Ordinance Book Volume XIX, Page 123**

GENERAL BUSINESS AGENDA

160296 Ad Hoc Committee – Customer Service and Building Security Issues

City Council is requested to appoint an ad hoc committee to look at customer service and building security issues. The committee will consist of 2 City Council Members working with staff as the manager sees fit.

Council Member Alexander stated that he had posed the question to staff a while back about how the city can be open and accessible to citizens and still provide security to employees at same time. He has heard of instances recently about persons entering secure work areas without permission. He is aware that staff is currently working on a space needs study but would like to propose that a committee be appointed to work with staff on this issue.

A motion was made by Council Member Alexander, seconded by Council Member Wagner, that the appointment of Council Members Alexander and Wagner to the Ad Hoc Committee on Customer Service and Building Security Issues be approved. The motion PASSED by an 8-0 unanimous vote. [Council Member C. Davis was absent]

160296 Adoption of the City Council Rules and Procedures

At the organizational meeting in December 2014, City Council made revisions to the rules of procedure which were approved individually. These revisions have now been incorporated into the Rules of Procedure and need to be formally adopted by City Council.

City Attorney JoAnne Carlyle addressed City Council and advised that this is a housekeeping matter as the Rules and Procedures that Council established at the organizational meeting were never formally adopted and incorporated in the final document by Council as a whole.

A motion was made by Council Member J. Davis, seconded by Council Member Ewing, that that the Rules and Procedures be adopted. The motion PASSED by an 8-0 unanimous vote. [Council Member C. Davis was absent]

160294 Minutes to Be Approved

Finance Committee Meeting - August 31st @ 4:00 p.m.

City Manager's Briefing - September 6th @ 4:30 p.m.

Regular City Council Meeting - September 6th @ 5:30 p.m.

Prosperity & Livability Meeting - September 7th @ 9:00 a.m.

The minutes of the preceding minutes were unanimously approved as submitted.

A motion was made by Council Member Alexander, seconded by Council Member Williams, that the preceding minutes be approved. The motion PASSED by an 8-0 unanimous vote. [Council Member C. Davis was absent]

160030 Boards & Commissions - Vacancy Report

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

Note: This information is included for informational purposes only.

As reported during the September 6, 2016 meeting, Council Members Alexander and C. Davis will resume with a thorough review of the vacancies and appointments that need to be made on the boards and commissions.

160298 Closed Session of City Council

Mayor Bencini called for a motion to suspend the rules to allow City Council to enter into a closed session pursuant to N.C. General Statute 143-318.11(a)(4) (Economic Development) and N.C. General Statute 143-318.11(a)(3) (City Council will receive legal advice on potential litigation).

At 6:20 p.m., upon motion by Council Member Alexander, seconded by Council Member Wagner, Council suspended the rules in order to enter into a Closed Session for the purpose of discussion regarding potential Economic Development projects and legal advice involving the Seaboard Chemical litigation. The motion PASSED on an 8-0 unanimous vote. [Council Member C. Davis was absent]

ADJOURNMENT

Council reconvened into open session at 7:05 p.m. with an announcement that no action was necessary in open session as a result of the closed session.

There being no further business to come before Council, the meeting adjourned 7:05 p.m.. upon motion duly made by Council Member Alexander and second by Council Member Ewing.

Respectfully Submitted,

William S. Bencini, Jr., Mayor

Attest:

Lisa B. Vierling, MMC
City Clerk

CITY OF HIGH POINT

AGENDA ITEM

**Title: Firewall Replacement**

From: Steve Lingerfelt, Director of Information
Technology Services

Meeting Date: October 3, 2016

Public Hearing: No

Advertising Date / September 16, 2016 / Purchasing
Advertised By: Division

Attachments: Bid Tabulation Sheet, SHI Quote

PURPOSE:

The City needs to purchase a new firewall to replace the current Cisco firewall that is at end of life.

BACKGROUND:

Information Technology Services is recommending the purchase of 2 Cisco Firewalls from SHI International Corporation. One device will be located at City Hall and the second device at our off site disaster recovery facility. This purchase will replace the existing device which is approaching end of life.

The lowest responsible bidder was SHI International Corporation with the purchase price of \$92,045.00 including installation and support.

BUDGET IMPACT:

Funds are included in the 2016-17 budget to cover this purchase.

RECOMMENDATION / ACTION REQUESTED:

The Department of Information Technology Services recommends approval of the contract and that the appropriate City official and/or employee be authorized to execute all necessary documents.



**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT: Information Technology Service

COUNCIL AGENDA DATE: October 3, 2016

BID NO.: 21-092616

CONTRACT NO.:

DATE OPENED: Sept. 26, 2016

DESCRIPTION:

Checkpoint Firewall Upgrade and Services

PURPOSE:

Replace existing firewall that is at end of life.

COMMENTS:

One device will be located at City Hall Facility with the other being placed at the Disaster Recovery Center for high availability.

RECOMMEND AWARD TO: SHI International Corp.

AMOUNT: \$92,045.00

JUSTIFICATION:

Firewall needed to replace existing unit that is at end of life.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
101241	533401			\$92,045.00
TOTAL BUDGETED AMOUNT				\$92,045.00

DEPARTMENT HEAD:

Steve Lingerfelt

Digitally signed by Steve Lingerfelt
DN: cn=Erik Conti, o=City of High Point, NC,
email=erik.conti@highpointnc.gov, c=US
Date: 2016.09.26 11:01:35 -04'00'

DATE: September 26, 2016

The Purchasing Division concurs with recommendation submitted by the Information Technology and recommends award to the lowest responsible, responsive bidder SHI International Corp. in the amount of \$ 92,045.00.

PURCHASING MANAGER: Erik Conti

Digitally signed by Erik Conti
DN: cn=Erik Conti, o=City of High Point, NC,
email=erik.conti@highpointnc.gov, c=US
Date: 2016.09.26 11:43:24 -04'00'

DATE: Sep 26, 2016

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,
email=jam@highpointnc.gov, c=US
Date: 2016.09.26 11:46:29 -04'00'

DATE: Sep 26, 2016

CITY MANAGER: Greg Demko

Digitally signed by Greg Demko
DN: cn=Greg Demko, o=High Point, nc=High Point,
email=greg.demko@highpointnc.gov, c=US
Date: 2016.09.26 11:49:17 -04'00'

DATE: Sep 26, 2016

BK: R 7864

PG: 380-383

RECORDED:

10-12-2016

09:37:41 AM

BY: MARY MORGAN

DEPUTY-HP



2016055755

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. 1650/16-50

RESOLUTION

4^m
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HIGH POINT, IN A REGULAR MEETING ASSEMBLED ON THE 3rd DAY OF OCTOBER, 2016, AT 5:30 P.M. IN THE COUNCIL CHAMBERS OF THE MUNICIPAL BUILDING, HIGH POINT, NORTH CAROLINA:

Street Abandonment (Closure) Case 16-04

(portion of the Staton Drive right-of-way)

A request by West Mountain Funding, LLC to abandon a portion (approximately 8,276-square-foot triangular segment) of the unimproved Staton Drive right-of-way.

WHEREAS, West Mountain Funding, LLC has petitioned the City Council of the City of High Point to permanently abandon (close) a portion of the Staton Drive right-of-way that is lying west of St. Johns Street, which is more specifically escribed as follows:

BEGINNING at an existing 1-1/4" iron in the southern right-of-way of Staton Drive (not open) said iron being the northeast corner of Lot 8 Staton Park as recorded in Plat Book 36, Page 51, Parcel number 0169453, West Mountain Funding, LLC as recorded in Deed Book 7832, Page 1716; thence on a new line and crossing said Staton Drive the two (2) following courses and distances: 1) N. 54°33'33" E. 13.41' to a 7/8" iron placed; thence 2) S. 63°18'15" E. 98.15' to a 7/8" iron placed in the northern right-of-way of said Staton Drive and in the southern line of area dedicated as right-of-way in Meadow Valley Phase IB as recorded in Plat Book 173, Page 21; thence with the northern right-of-way of said Staton Drive S. 35°33'23" E. 22.57' to a 7/8" iron placed in the western right-of-way of St. Johns Street; thence with the right-of-way of said St. Johns Street the three (3) following courses and

distance: 1) S. 00°47'23" W. 0.18' to a 7/8" iron placed 2) on a curve to the left (having a radius of 325') a chord bearing and distance of S. 16°20'19" E. 169.12' to a 7/8" iron placed; thence 3) S. 62°44'32" W. 3.81' to 7/8" iron placed in the southern right-of-way of said Staton Drive; thence with said right-of-way N. 35°27'44" W. crossing a 7/8" iron placed at 29.96' and continuing 29.96' to a 7/8" iron placed, the southeast corner of Lot 7 of said Staton Park and continuing 208.83 for a total distance of 268.75' to the point and place of BEGINNING and containing 0.190 acres more or less.

WHEREAS, the petition has been duly filed with this Council in a Regular meeting assembled on the 6th day of September, 2016, at 5:30 p.m. setting the 3rd day of October, 2016 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 September 9, 16, 23 & 30, 2016; and,

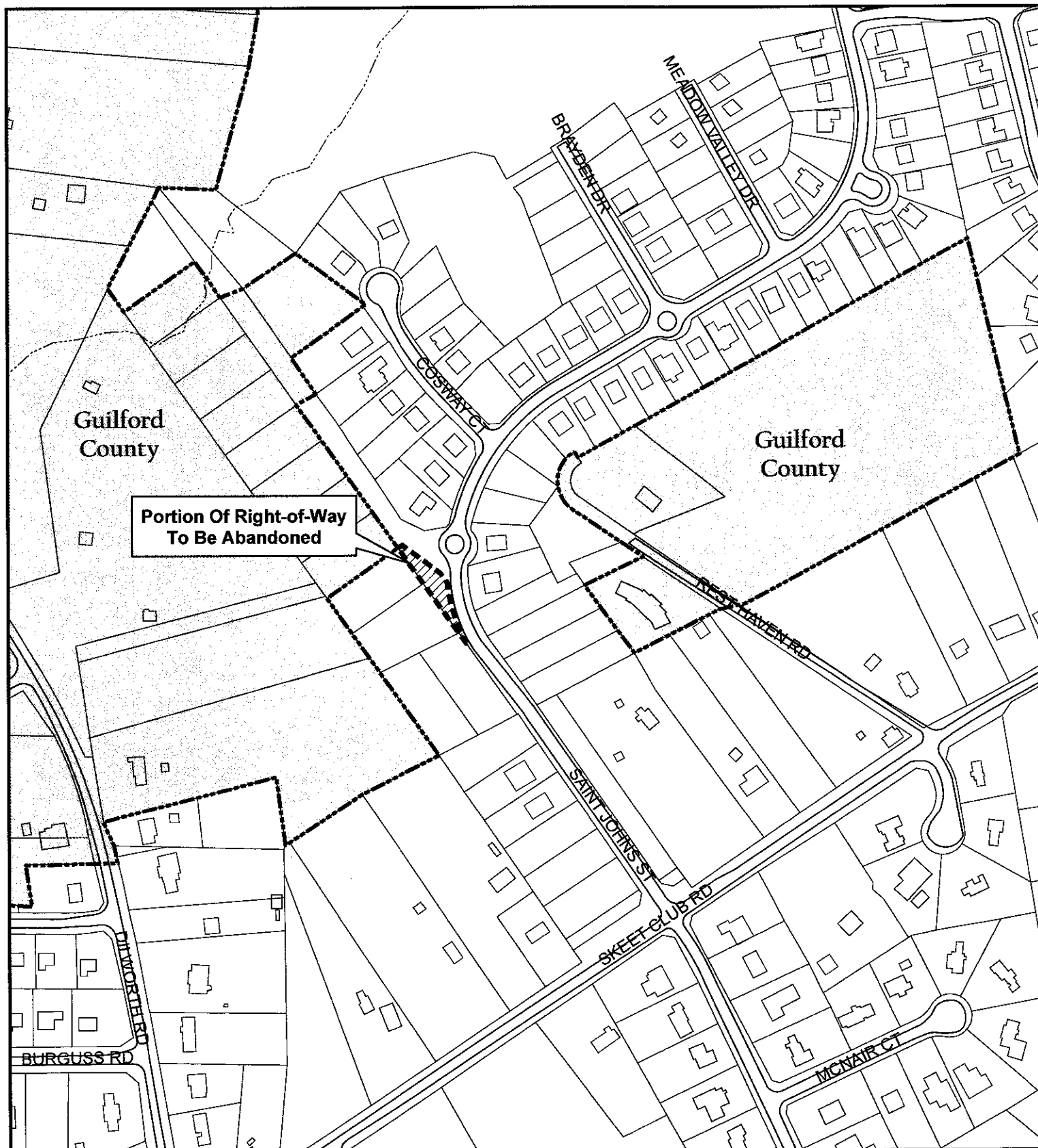
WHEREAS, the above entitled matter, pursuant to said resolution and notice was called for hearing before said Council at which time there was no objection or opposition offered on the part of any firm or corporation to abandon (closure) a portion of the Staton Drive right-of-way, lying east of St. Johns Street; 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 the portion of the Staton Drive right-of-way, lying west of St. Johns Street (approximately 0.19 acres±), as described above, be closed pursuant to North Carolina G.S. 160A-299; and
2. That the City of High Point shall retain a 20-foot-wide Duke Power utility easement, which also includes Time Warner Cable lines and NorthState Communication lines, centered over all existing electric lines 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 3rd day of October, 2016
 Lisa B. Vierling, City Clerk



STREET ABANDONMENT SA-16-04

Applicant: West Mountain Funding, LLC
Area: 0.190 acres

 **Location of requested street abandonment**

**Planning & Development
Department**

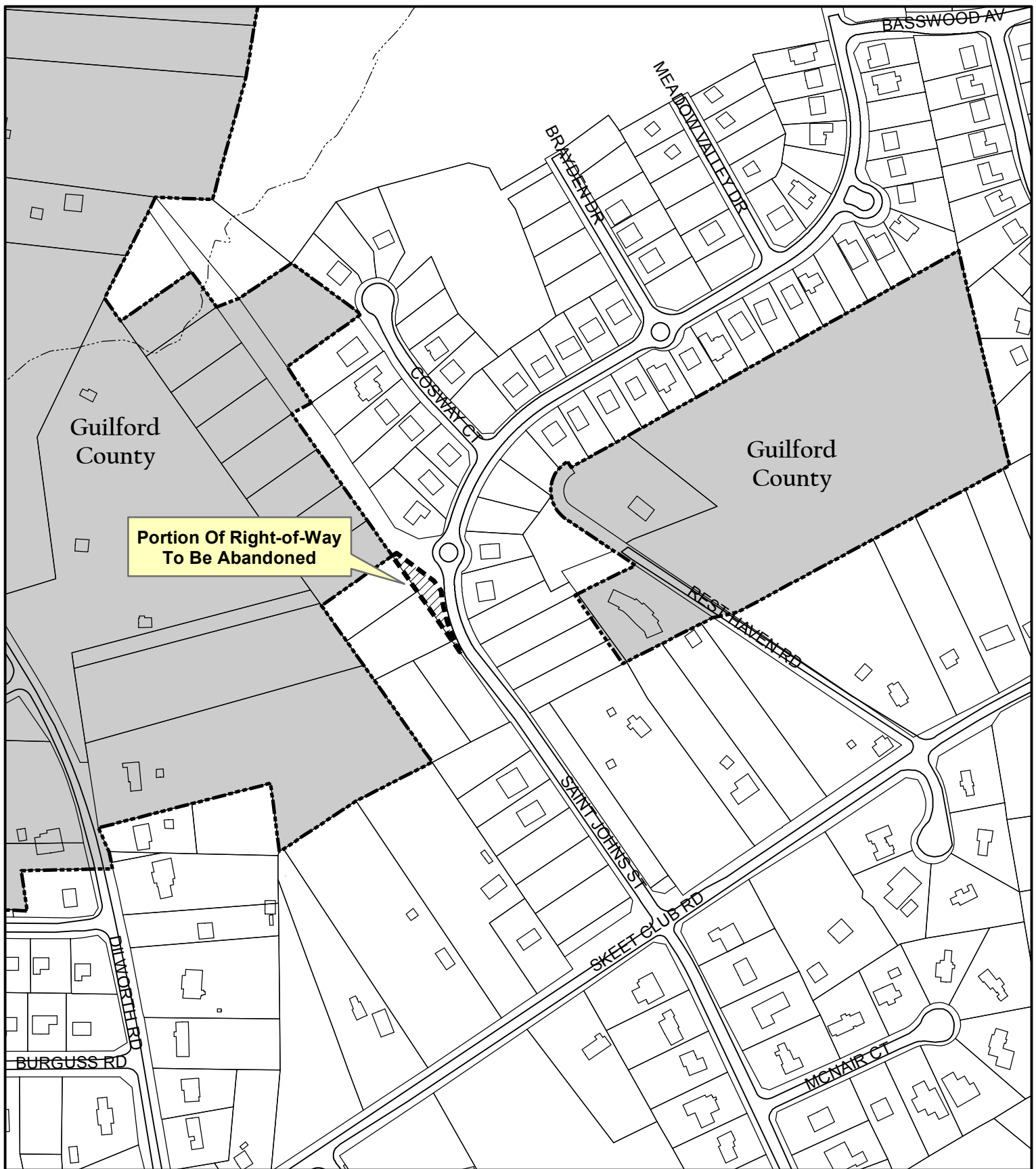
City of High Point

Date: October 12, 2016



Scale: 1"=300'

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2016\pz\sa16-04.mxd



STREET ABANDONMENT SA-16-04

Applicant: West Mountain Funding, LLC
Area: 0.190 acres



Location of requested street abandonment

Planning & Development
Department

City of High Point

Date: September 27, 2016



Scale: 1"=300'

G:\Planning\Secure\ba-pz/
2016\pz\sa16-04.mxd

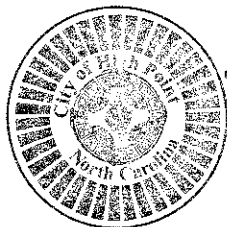
City of High Point

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

Certification

I, Lisa B. Vierling, City Clerk of the City of High Point, North Carolina, do hereby certify that the foregoing is a true and accurate Resolution adopted by the City Council in official Session on October 3, 2016 and upon approval by City Council will be recorded in Book 91 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 10th day of October, 2016.

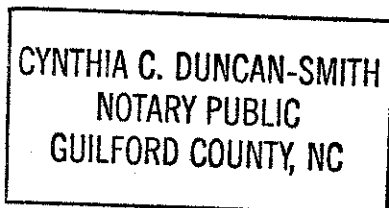


Lisa B. Vierling
Lisa B. Vierling, City Clerk

ACKNOWLEDGEMENT

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

WITNESS my hand and official Notarial Seal, this 10th day of October, 2016.



Cynthia C. Duncan-Smith
Cynthia C. Duncan-Smith, Notary Public

Commission Expires: 1/18/2020

Legend

7/8" Iron Placed	⊙
Iron Found (As Noted)	○
Boundary Line	—
Unsurveyed Line	- - -
Adjoining Boundary Line	—+—
Water Valve	⊕
Hydrant	⊕
Light Pole	⊕
San. Sewer Manhole	⊕

Notes:

- 1) This property is subject to any easements, agreements, or rights-of-way of record prior to the date of this map which were not apparent at the time of my inspection and might otherwise be disclosed by an attorney's title opinion which as of date shown hereon has not been supplied to Brady Surveying Company, P.A. There may be easements or other matters of record affecting this property not shown hereon.
- 2) Geodetic Datum acquired via the NCGS VRS/RTN Horizontal Datum: NAD83(2011)
- 3) All distances shown are measured horizontal ground distances unless specifically noted otherwise.

Forsyth County, North Carolina

I, W. Max Brady, Jr., certify that this map was drawn under my supervision from an actual traditional and a GPS survey made under my supervision (deed description recorded in Deed Book 7801, Page 770 and other reference sources as shown); that the boundaries not surveyed are indicated as dashed lines and drawn from information shown; that the ratio of precision or positional accuracy for the traditional survey as calculated by latitudes and departures is 1/20,000+; the following information was used to perform the GPS survey: (1) Class of survey: A (2) Positional accuracy: 0.10' (3) Type of GPS field procedure: RTK (4) Date of survey: July 12, 2016 (5) Datum: NAD83(2011) (6) NCGS VRS/RTN (7) Geoid model: 2012A (8) Combined grid factor(s): 0.9999856 (9) Units: US Survey Feet; that the area was calculated by coordinates; and that this map meets the requirements of the Standards of Practice for Land Surveying in North Carolina (21 NCAC 56.1600) and does not meet the requirements of NCGS 47-30 as amended.

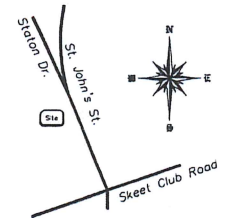
Witness my hand and seal this ____ day of ____ 2016.

Professional Land Surveyor
L-2578

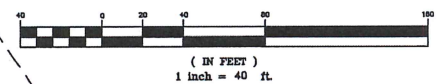


Preliminary: NOT for Recordation, Conveyances or Sales.

Location Map
Not to scale



2.265 Acres± Total
Boundary Survey
West Mountain Funding, LLC
High Point Township
Guilford County, North Carolina
July 18, 2016
GRAPHIC SCALE



Brady
Surveying
Company, P.A.

2990 Bethesda Place, Suite 601-B
Winston-Salem, North Carolina 27103
(336) 760-2716

Drawing 16006 PHASE

S:\16 MEADOW VALLEY SECTION\3\16006 PHASE 4.dwg Mon, 18 Jul 2016 9:21am

The City Council of the City of High Point, North Carolina held a regular meeting in the Council Chambers of the Municipal Building located at 211 South Hamilton Street in High Point, North Carolina, the regular place of meeting, at 5:30 p.m. on October 3, 2016.

Present: Mayor William S. Bencini, Jr., presiding, and Council Members Latimer B. Alexander, Cynthia Y. Davis, James C. Davis, Jason P. Ewing, Jeffrey J. Golden, Alyce E. Hill, Christopher Williams, Jay W. Wagner

Absent: None

Also Present: Greg Demko, City Manager, JoAnne Carlyle, City Attorney, Lisa B. Vierling, City Clerk

* * * * *

Council Member James Davis introduced the following order the title of which was read and a copy of which had been previously distributed to each Council Member:

ORDER AUTHORIZING THE SALE AND ISSUANCE BY THE CITY OF HIGH POINT, NORTH CAROLINA OF NOT TO EXCEED \$64,000,000 COMBINED ENTERPRISE SYSTEM REVENUE REFUNDING BONDS, SERIES 2016 AND AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH

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

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

(a) The City has heretofore entered into a Trust Agreement, dated as of November 1, 2004 (the "Trust Agreement"), with Wachovia Bank, National Association (succeeded by U.S. Bank National Association), as trustee (the "Trustee"), authorizing the issuance of revenue bonds thereunder for the purpose of financing and refinancing the cost of improvements to the City's Combined Enterprise System created thereunder.

(b) Pursuant to the Trust Agreement and a Second Supplemental Trust Agreement, dated as of June 1, 2006 (the "Second Supplemental Trust Agreement"), between the City and the Trustee, the City has heretofore issued its \$31,380,000 Combined Enterprise System Revenue Bonds, Series 2006 (the "Series 2006 Bonds"), \$24,185,000 of which are currently outstanding.

(c) Pursuant to the Trust Agreement and a Third Supplemental Trust Agreement, dated as of June 1, 2008 (the "Third Supplemental Trust Agreement"), between the City and the Trustee, the City has heretofore issued its \$41,745,000 Combined Enterprise System Revenue Bonds, Series 2008 (the "Series 2008 Bonds"), \$36,865,000 of which are currently outstanding.

(d) At a meeting held on September 6, 2016, the City Council authorized the filing of an application with the North Carolina Local Government Commission (the "Commission") requesting approval of the issuance of not to exceed \$64,000,000 Combined Enterprise System Revenue Refunding Bonds, Series 2016 (the "Series 2016 Bonds") of the City for the purpose of providing funds, together with any other available funds, to (i) refund all or a portion of the outstanding Series 2006 Bonds and Series 2008 Bonds and (ii) pay the fees and expenses incurred in connection with the sale and issuance of the Series 2016 Bonds.

(e) The City, by resolution, also requested the Commission to sell the Series 2016 Bonds at private sale without advertisement.

(f) The Commission is expected to approve the application of the City at its October 4, 2016 meeting for the issuance of the Series 2016 Bonds in an aggregate principal amount not to exceed \$64,000,000 in accordance with G.S. 159-86.

(g) The City has determined to issue the Series 2016 Bonds in an aggregate principal amount not to exceed \$64,000,000 for the purpose of providing funds, together with any other available funds, to (i) refund all or a portion of the outstanding Series 2006 Bonds and Series 2008 Bonds and (ii) pay the fees and expenses incurred in connection with the sale and issuance of the Series 2016 Bonds

(h) The City proposes to sell the Series 2016 Bonds to Wells Fargo Bank, National Association, Robert W. Baird & Co. and FTN Financial Capital Markets (the "Underwriters"), pursuant to the provisions of a Bond Purchase Agreement (hereinafter defined), at such prices determined by the Commission, subject to the approval thereof by the City.

(i) There have been presented to the City Council at this meeting forms of the following documents relating to the sale and issuance of the Series 2016 Bonds:

(1) Seventh Supplemental Trust Agreement, to be dated as of November 1, 2016 (the "Seventh Supplemental Trust Agreement"), between the City and the Trustee;

(2) Escrow Deposit Agreement, to be dated as of November 1, 2016 (the "Escrow Agreement"), between the City and U.S. Bank National Association, as escrow agent, relating to the refunding of all or a portion of the outstanding Series 2008 Bonds;

(3) Bond Purchase Agreement, to be dated as of the date of delivery thereof (the "Bond Purchase Agreement"), among the Underwriters, the Commission and the City; and

(4) Preliminary Official Statement, to be dated as of the date of delivery thereof (the "Preliminary Official Statement"), relating to the offering and sale of the Series 2016 Bonds; and

(j) The City has determined that the sale and issuance of the Series 2016 Bonds in the manner provided in this order is in the best interests of the City.

Section 2. Capitalized words and terms used in this order and not defined herein shall have the same meanings given such words and terms in the Trust Agreement and the Seventh Supplemental Trust Agreement.

Section 3. Pursuant to the provisions of The State and Local Government Revenue Bond Act, as amended (the "Act"), particularly G.S. 159-88, the City hereby authorizes the issuance of the Series 2016 Bonds in an aggregate principal amount not to exceed \$64,000,000 for the purposes set forth in Section 1(g) of this order. The exact amount of Series 2016 Bonds to be issued shall be determined by the Financial Services Director of the City at the time the Series 2016 Bonds are sold and shall be an amount sufficient, together with any other available funds of the City, to (a) refund all or a portion of the outstanding Series 2006 Bonds and Series 2008 Bonds and (b) pay the fees and expenses incurred in connection with the sale and issuance of the Series 2016 Bonds. The Series 2016 Bonds shall mature at such times and in such amounts as shall be set forth in the Seventh Supplemental Trust Agreement, subject to the provisions of this order.

The Series 2016 Bonds shall be issued as fully registered bonds in denominations of \$5,000 or any whole multiple thereof and shall be subject to provisions of the book-entry only system for registration of the Series 2016 Bonds as set forth in the Seventh Supplemental Trust Agreement. Interest on the Series 2016 Bonds shall be payable on May 1 and November 1 of each year, beginning May 1, 2017, until the payment in full of the principal thereof. The final maturity of the Series 2016 Bonds shall not be later than November 1, 2033.

Section 4. The Series 2016 Bonds may be subject to redemption prior to their respective maturities if and to the extent so provided in the Seventh Supplemental Trust Agreement.

Section 5. The proceeds of the Series 2016 Bonds shall be applied as provided in Section 204 of the Seventh Supplemental Trust Agreement.

Section 6. The Series 2016 Bonds, together with any other obligations secured on a parity therewith pursuant to the provisions of the Trust Agreement, shall be secured on a parity basis by a pledge, charge and lien upon the Net Receipts and the money and Investment Obligations held in the accounts and subaccounts of the Bond Fund in the manner and to the extent provided in the Trust Agreement and the Seventh Supplemental Trust Agreement.

Section 7. The proposal set forth in the Bond Purchase Agreement submitted by the Underwriters offering to purchase the Series 2016 Bonds at the aggregate purchase price and bearing interest at the rates determined by the Commission and approved by the City as hereinafter provided, such purchase price not to be less than 95% of the aggregate principal amount of the Series 2016 Bonds and such interest rates not to result in an aggregate true interest cost in excess of 4.00%, is hereby approved. The Commission is hereby requested to sell and award the Series 2016 Bonds to the Underwriters on behalf of the City, subject to the approval of the City, in accordance with the terms and provisions set forth in the Bond Purchase Agreement. The Mayor, the City Manager and the Financial Services Director of the City are each hereby designated to approve on behalf of the City the sale of the Series 2016 Bonds to the Underwriters

at such interest rates, for such purchase price and upon such terms and conditions as the Mayor, the City Manager or Financial Services Director shall determine, subject to the provisions of this order. The Mayor, the City Manager and the Financial Services Director of the City are each hereby authorized and directed in the name and on behalf of the City to execute and deliver the Bond Purchase Agreement in substantially the form presented, together with such modifications as the Mayor, the City Manager or the Financial Services Director, with the advice of counsel, may deem necessary and appropriate, such execution and delivery to be conclusive evidence of the approval and authorization in all respects of the form and content thereof.

Section 8. The form, terms and provisions of the Seventh Supplemental Trust Agreement and the Escrow Agreement are hereby approved, and the Mayor or the City Manager and the City Clerk or any assistant or deputy City Clerk are hereby authorized and directed to execute the Seventh Supplemental Trust Agreement and the Escrow Agreement in substantially the forms presented, together with such modifications as the Mayor or the City Manager, with the advice of counsel, may deem necessary and appropriate, including, without limitation, modifications necessary to incorporate the final terms of the Series 2016 Bonds as set forth in the Bond Purchase Agreement, such execution and delivery to be conclusive evidence of the approval and authorization in all respects of the form and content thereof.

Section 9. The Preliminary Official Statement relating to the offering for sale of the Series 2016 Bonds is hereby approved. The distribution of the Preliminary Official Statement in connection with the offering for sale of the Series 2016 Bonds by the Underwriters is hereby authorized and approved. The City authorizes and consents to the preparation and distribution of a final Official Statement, in substantially the form of the Preliminary Official Statement, together with such changes as are necessary to reflect the final terms of the Series 2016 Bonds. The Mayor, the City Manager and the Financial Services Director are each hereby authorized and directed to execute and deliver the final Official Statement, in substantially the form of the Preliminary Official Statement, together with such modifications as such officer, with the advice of counsel, may deem necessary and appropriate, such execution and delivery to be conclusive evidence of the approval and authorization in all respects of the form and content thereof.

Section 10. U.S. Bank National Association, Charlotte, North Carolina, is hereby appointed as escrow agent (the "Escrow Agent") in connection with the refunding of all or a portion of the outstanding Series 2008 Bonds, subject to the right of the City to appoint another Escrow Agent as provided in the Escrow Agreement, and as such shall perform its responsibilities as provided in the Escrow Agreement.

The City Manager and the Financial Services Director are each hereby authorized to determine on the date of sale of the Series 2016 Bonds whether it is in the best economic interests of the City to refund or not to refund all or any portion of the outstanding Series 2006 Bonds and Series 2008 Bonds, and which maturities of the outstanding Series 2016 Bonds and Series 2008 Bonds are to be so refunded, so long as such refunding will result in aggregate net present value debt service savings that equals or exceeds 5.00% of the refunded Series 2006 Bonds and Series 2008 Bonds.

Subject to the issuance of the Series 2016 Bonds, the City Council hereby directs that the Series 2006 Bonds refunded by the Series 2016 Bonds be called for optional redemption on November 9, 2016, in the manner set forth in the Trust Agreement and the Second Supplemental

Trust Agreement. Subject to the issuance of the Series 2016 Bonds, the City Council hereby directs that the Series 2008 Bonds refunded by the Series 2016 Bonds be called for optional redemption on November 1, 2018, in the manner set forth in the Escrow Agreement, the Trust Agreement and the Third Supplemental Trust Agreement.

Section 11. The Mayor, the City Manager, the Financial Services Director, the City Clerk and the City Attorney, or any of them or their deputies, are each hereby authorized and directed (without limitation except as may be expressly set forth in this order) to take such action and to execute and deliver such certificates, agreements, instruments, opinions or other documents as they, with the advice of counsel, may deem necessary or appropriate to effect the transactions contemplated by this order, the Trust Agreement, the Seventh Supplemental Trust Agreement, the Escrow Agreement and the Bond Purchase Agreement. Any such actions heretofore taken by such persons to the extent not inconsistent with the provisions of this resolution are hereby ratified, authorized and approved.

The officers of the City and the agents and employees of the City are hereby authorized and directed to do all acts and things required of them by the provisions of this order, the Series 2016 Bonds, the Trust Agreement, the Seventh Supplemental Trust Agreement, the Escrow Agreement or the Bond Purchase Agreement for the full, punctual and complete performance of the terms, covenants, provisions and agreements of the same.

Section 12. The sale and issuance of the Series 2016 Bonds are hereby approved subject to the terms and conditions set forth in this order.

Section 13. This order shall take effect immediately upon its passage; provided, however, that the provisions of Section 10 hereof relating to the calling for redemption of the outstanding Series 2006 Bonds and Series 2008 Bonds being refunded by the Series 2016 Bonds shall not become effective unless and until the Series 2016 Bonds are issued.

Upon motion of Council Member James Davis, seconded by Council Member Latimer Alexander, the foregoing order entitled "ORDER AUTHORIZING THE SALE AND ISSUANCE BY THE CITY OF HIGH POINT, NORTH CAROLINA OF NOT TO EXCEED \$64,000,000 COMBINED ENTERPRISE SYSTEM REVENUE REFUNDING BONDS, SERIES 2016 AND AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH" was adopted by the following vote:

Ayes: Mayor William S. Bencini, Jr., presiding, and Council Members Latimer B. Alexander, Cynthia Y. Davis, James C. Davis, Jason P. Ewing, Jeffrey J. Golden, Alyce E. Hill, Christopher Williams, Jay W. Wagner

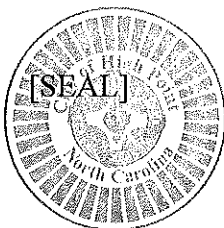
Noes: None

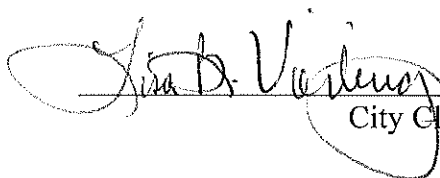
* * * * *

I, Lisa B. Vierling, City Clerk of the City of High Point, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and accurate copy of so much of the proceedings of the City Council of said City at a regular meeting held on October 3, 2016, as relates in any way to the adoption of the foregoing order authorizing the sale and issuance of revenue refunding bonds of said City and that said proceedings are recorded in minute books of said City Council.

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

WITNESS my hand and the official seal of said City this 3rd day of October, 2016.





City Clerk

PUBLISH ONCE: Friday, October 14, 2016

**RESOLUTION TO ESTABLISH A
PUBLIC HEARING DATE FOR
VOLUNTARY NON-CONTIGUOUS ANNEXATION
(Case # AN-16-05)**

WHEREAS, the City Council has been petitioned to annex the property of High Point Healthcare Properties Inc. and Pruitt Properties Inc. The proposed annexation site is approximately 6.4 acres, and lying along the north side of N. Main Street, approximately 1,700 feet west of Skeet Club Road. The property is addressed as 3826 & 3830 N. Main Street and also known as Forsyth County Tax Parcels 6892-06-3137.00 and 6892-05-1743.00.

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 7, 2016, 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.

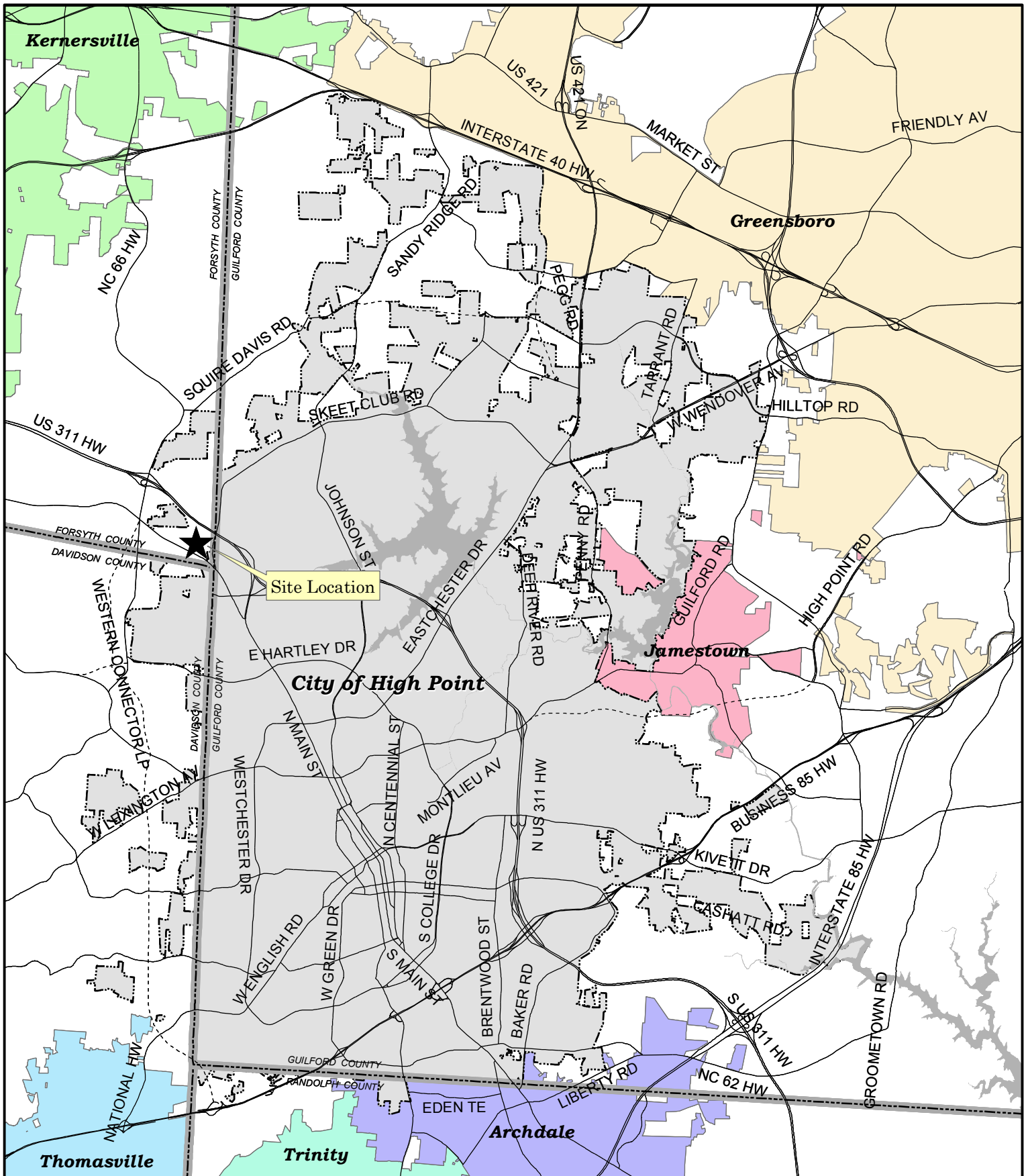
Any interested party will be permitted to be heard at the public hearing. The meeting facilities of the City of High Point are accessible to people with disabilities. If you need a special accommodation, call (336) 883-3298 or the TDD# (336) 883-8517.

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 3rd day of October, 2016

Lisa B. Vierling, City Clerk



ANNEXATION REQUEST AN-16-05

Applicant: High Point Healthcare Prop Inc

Area: 6.42 acres (approximate)

**Planning & Development
Department**

City of High Point

Date: August 29, 2016



Scale: 1"=8,500'

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2016/pz/AnnexVicMap.mxd



ANNEXATION REQUEST AN-16-05

Applicant: High Point Healthcare Prop Inc
Area: 6.42 acres (approximate)

Existing Zoning Boundary
Subject Property Boundary

**Planning & Development
 Department**

City of High Point

Date: September 19, 2016



Scale: 1"=600'
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 2016/pz/an-16-05.mxd

CITY OF HIGH POINT

AGENDA ITEM



Title: Leasing Agreement for Maintenance Equipment – Oak Hollow and Blair Park Golf Courses

From: Lee Tillery –Parks and Recreation Director
Jeff Moore – Financial Services Director

Meeting Date: October 3, 2016

Public Hearing: N/A

Advertising Date: N/A

Advertised By: N/A

Attachments: Lease Agreement – TCF Financial

PURPOSE:

Enable official lease agreement with TCF Financial for maintenance equipment to be utilized at Oak Hollow and Blair Park Golf courses.

BACKGROUND:

The Parks and Recreation Department budgeted funds to lease maintenance equipment at Oak Hollow and Blair Park Golf Clubs as well as Oak Hollow and City Lake Parks beginning with the 2016-17 budget. Leasing equipment will provide for new equipment replacing our aging fleet at all of these locations allowing us to more efficiently manage those parks and courses. The agreement with TCF provides thirteen different pieces of maintenance equipment that will assist in managing our operations specifically at Oak Hollow and Blair Park Golf courses.

BUDGET IMPACT:

Funds for this project are included in the FY 2016-2017 budget.

RECOMMENDATION / ACTION REQUESTED:

The Parks and Recreation Department recommends approval of the lease agreement with TCF Financial for maintenance equipment to be utilized at Oak Hollow and Blair Park Golf Courses.

Equipment Leasing Summary

Oak Hollow Golf Course

Qty	Description	Lease Term	Monthly Payment	Yearly Total	Purchase Value
2	Toro Greensmaster 3151-Q (Greens)	60 mth	\$936.47	\$11,237.64	\$59,482.06
1	Toro Reelmaster 5510-D-36.8 hp Tier 4-C Diesel	60 mth	\$906.44	\$10,877.28	\$58,252.43
1	Toro Sidewinder RM 3100-D-21.5 hp	60 mth	\$501.12	\$6,013.44	\$31,800.04
1	Toro Groundsmaster 4000-D	60 mth	\$968.78	\$11,625.36	\$61,227.52
2	JD Turf Gator TX - w/power dump	60 mth	\$269.26	\$3,231.12	\$14,800.00
1	Toro Topdresser 2500	60 mth	\$221.20	\$2,654.40	\$11,998.37
	Total	60 mth	\$3,803.27	\$45,639.24	\$237,560.42

Blair Park Golf Course

Qty	Description	Lease Term	Monthly Payment	Yearly Total	
2	Toro Greensmaster 3151-Q (Tees & App)	60 mth	\$994.42	\$11,933.04	\$63,166.80
1	Toro Reelmaster 5510-D-36.8 hp Tier 4-C Diesel	60 mth	\$906.44	\$10,877.28	\$58,252.43
1	Toro Sidewinder RM 3100-D-21.5 hp	60 mth	\$501.12	\$6,013.44	\$31,800.04
2	JD Turf Gator TX - w/power dump	60 mth	\$269.26	\$3,231.12	\$14,800.00
1	Toro Groundsmaster 3280 4WD	60 mth	\$378.68	\$4,544.16	\$23,539.58
	Total	60 mth	\$3,049.92	\$36,599.04	\$191,558.85

Oak Hollow Park

Qty	Description	Lease Term	Monthly Payment	Yearly Total	
1	eXmark Z-Mower - 60"	60 mth	\$198.15	\$2,377.80	\$12,198.16
	Total	60 mth	\$198.15	\$2,377.80	\$12,198.16

City Lake Park

Qty	Description	Lease Term	Monthly Payment	Yearly Total	
1	eXmark Z-Mower - 72"	60 mth	\$209.61	\$2,515.32	\$12,905.36
1	JD Turf Gator TX - w/power dump	60 mth	\$134.63	\$1,615.56	\$9,300.00
	Total	60 mth	\$344.24	\$4,130.88	\$22,205.36

Qty		Lease Term	Monthly Payment	Yearly Total	Purchase Value
18	Division Total	60 mth	\$7,395.58	\$88,746.96	\$463,522.79
13	Toro Totals	60 mth	\$6,722.43	\$80,669.16	
5	John Deere Totals	60 mth	\$673.15	\$8,077.80	



FINANCE COMMITTEE

Chaired by Council Member J. Davis

Members: J. Davis, Alexander, C. Davis, and Hill

SEPTEMBER 14, 2016 – 4:00 P.M.

3rd FLOOR CONFERENCE ROOM

MINUTES

Present:

Committee Chairman Jim Davis and Committee Members Cynthia Davis and Alyce Hill

Absent:

Committee Member Latimer Alexander

Staff Present:

Randy McCaslin, Deputy City Manager; Jeron Hollis, Communications & Public Engagement Director; Larry Casterline, Jr., Assistant Police Chief; Chip Vanderzee, Solid Waste Collection Superintendent; Keith Pugh, Engineering Services Director; Terry Houk, Director of Public Services; Tyler Berrier, Civil Engineer II; Angela Kirkwood, Human Resources Director; Gary Smith, Director of Fleet Maintenance; Brent Cole, Assistant City Attorney; Maria Smith, Deputy City Clerk; and Lisa Vierling, City Clerk

News Media:

Pat Kimbrough, High Point Enterprise

Chairman J. Davis called the meeting to order at 4:00 p.m.

Contract – Amick Equipment – Side Loading Arm Assembly

Council is requested to approve contract with Amick Equipment Company in the amount of \$45,256.53 for the purchase of a side loading arm assembly for a side loading refuse truck.

Director of Fleet Maintenance Gary Smith reported that due to an accident, the side loading arm assembly was damaged and staff is seeking Council's approval to purchase a side loading arm assembly for the side loading refuse truck. He explained that the vendor would install a new one and it would keep the warranty intact because it is not interchangeable with any other brands.

Chairman J. Davis asked if there was any insurance that might cover the damages and Randy McCaslin, Deputy City Manager, confirmed that there was none under \$100,000. Mr. Smith advised that typically vehicles of this type are not covered out on the streets and the city's insurance carries a \$50,000 deductible.

Chairman J. Davis moved to forward this matter to the City Council with a favorable recommendation for approval. Committee Member Hill made a second to the motion. The motion carried by a 3-0 unanimous vote. [Committee Member Alexander was absent]

Contract – Pro-Shot Concrete, Inc. – Bridge/Structure Repairs

Council is requested to award contract to Pro-Shot Concrete, Inc., in the amount of \$95,226.00 for repair of seven (7) bridges and structures within the City of High Point.

Tyler Berrier, Civil Engineer II, advised that every other year they contract with the State to inspect the municipal bridges and during those inspections if they find any items that are critical, the City receives a process maintenance report. With that, these seven structures came up on their priority maintenance list and this is the contract to make those repairs.

Council Member J. Davis asked what Pro-Shot Concrete, Inc. actually does and Mr. Berrier stated they are a company based out of Alabama with the closes regional office located in Virginia. They do concrete, pro-shot and other concrete with steel repair. Council Member Hill expressed concerns because they bid on all seven structures and asked if the city has used this vendor in the past. Mr. Berrier confirmed that the city has not, but did check their references with other municipalities. He explained the process allows for different vendors to bid on specialized items and this was the only company that bid on the seven structures and even if they had taken that structure out, they were still the lowest bid on six of the seven.

Council Member J. Davis asked how many bridges were beyond repair and if NCDOT inspects all bridges. Mr. Berrier confirmed that NCDOT does inspect the bridges and determines the priority of the maintenance; however, the city is responsible for the cost of repairs.

Chairman J. Davis moved to forward this matter to the City Council with a favorable recommendation for approval. Committee Member Hill made a second to the motion. The motion carried by a 3-0 unanimous vote. [Committee Member Alexander was absent]

Contract – Water & Sewer Scheduled Maintenance

Council is requested to award contract to Breece Enterprises, Inc., in the amount of \$379,870.00 for Water and Sewer Scheduled Maintenance.

Keith Pugh, Director of Engineering Services reported up until this year, the scheduled maintenance was done in one contract; staff is now recommending the scheduled maintenance and the emergency repairs be separated with the idea that this would result in a cost savings on the crew cost upfront. He advised when bids were solicited originally, only one bid was received, so it was rebid with only one bid received (Breece Enterprises). He further explained that it is difficult for any other contractor to compete with Breece Enterprises in High Point because Breece's mobilization costs were much less due to them being a local company and they can respond much quicker than others and that was why the bids from the other vendors were twice as much as Breece's bids.

He also reviewed the emergency repairs from the contract they had last year and still have capacity to perform some of that work and there was not one for emergency repairs.

Committee Member C. Davis pointed out that the vendors have become discouraged assuming that we would contract with Breece and that they would not attempt to bid and wanted to know if there was any way to work on Public Relations to get them back into the bid process. Mr. Pugh noted that last year or the year before, Breece came in at \$750,000 and the next closest bidder was at \$2 million. Mr. McCaslin

noted with the schedule, it was possible that another vendor could have come in, but it was difficult for them to do so when Breece is a local company and can easily do the mobilization.

Mr. Pugh advised there is still capacity in last year's emergency repair budget and this is the reason an emergency repair contract is not currently before Council. He explained once this funding is depleted, a change order would be necessary to increase it.

Chairman J. Davis moved to forward this matter to the City Council with a favorable recommendation for approval. Committee Member C. Davis made a second to the motion. The motion carried unanimously. [3-0 vote] [Committee Member Alexander was absent]

Agreement – Cold Case Interlocal Agreement - Amended

Council is requested to authorize the City Manager to execute a United States Department of Justice (DOJ) Office of Justice Programs "Solving Cold Cases with DNA" grant. This amendment Interlocal Agreement is between the cities of Winston Salem, Greensboro and High Point for the period of October 1, 2016 – September 30, 2017.

Larry Casterline, Jr., Assistant Police Chief, advised this was for approval to have an extension for the Piedmont Triad Cold Case agreement that was started in 2014. He reported that this would be at no cost to the City and with approximately 30 cold cases in the City that this particular grant was for DNA Cold Cases with strict parameters that involved strict testing through the SBI. He stated that the State has qualified ten of the High Point cases (six have been submitted and four are currently being worked on). Assistant Chief Casterline explained that a cold case becomes a cold case due to a lack of evidence and a lack of people wanting to talk about it, which results in the criminal being active on the streets up to 18 months before having them arrested.

Chairman J. Davis moved to forward this matter to the City Council with a favorable recommendation for approval. Committee Member C. Davis made a second to the motion. The motion carried unanimously. [3-0 vote] [Committee Member Alexander was absent]

Budget Ordinance Amendment – Downtown Revitalization Grant

Council is requested to adopt an ordinance amending the City of High Point 2016-2017 budget to recognize revenue and expenditures in the amount of \$500,000 from the North Carolina Rural Economic Development Downtown Revitalization Grant for the Library Plaza project.

Mr. McCaslin reported on the \$500,000 in funding for the Library project that was received from the State with the assistance of Senator Trudy Wade. Chairman J. Davis asked if we would have to match this or if we would have to spend our money first; Mr. McCaslin replied that we would have to spend our money first.

Committee Member C. Davis stated that although she had no problem accepting the money due to it being a grant, she did feel that the taxpayers have contributed enough to the Library project. She expressed concerns that the project has been extended way beyond the intended parameters and it seemed to be a "bottomless pit."

Chairman J. Davis asked if we are spending more money than anticipated for the project and if Phase II included both properties on the Elm Street side. Mr. McCaslin replied that Phase I is almost complete and staff anticipates Phase II to go out for bid within the next 30 days. He stated that it would probably be over budget just like the Main Street project and he would not be surprised if the bids come in higher than anticipated. He explained that this is the same concept that was presented with the addition of the one property on the Elm Street Side and noted Phase II would consist of the Farmer's Market stalls and

parking. Mr. Pugh confirmed that they are still waiting on the architectural specs and once these are received, they will be ready to go out for bid. Mr. McCaslin confirmed that the clock tower is fairly close to the original design that the architect proposed.

Committee Member C. Davis mentioned an email she had sent to Eric Olmedo, Budget and Performance Manager, and she had requested everything pertaining to the High Point Library project—what has been approved by Council and what has been contributed through Trudy Wade's efforts and any other donations, just to see where the city is dollar-wise. Mr. McCaslin noted staff is unsure as to what the cost for Phase II will be until the bids are received. Committee Member C. Davis stated it is certain what Council did approve which she thought either \$2.5 million or \$2.7 million. Chairman J. Davis believed it to be \$2.1 million. Bottom line, she reiterated her concerns that the city is spending more than what they were told was going to be spent.

Chairman J. Davis moved to forward this matter to the City Council with a favorable recommendation for approval. Committee Member Hill made a second to the motion. The motion carried by a 3-0 unanimous vote. [Committee Member Alexander was absent]

Budget Ordinance Amendment – Skeet Club Electric Upgrade

Council is requested to adopt an ordinance amending the City of High Point 2016-2017 budget to recognize revenue and appropriate expenditures in the amount of \$1,784,386 from the North Carolina Department of Transportation (NCDOT) for the Skeet Club Electric Upgrade project (relocation of existing distribution system).

Mr. McCaslin explained that this is money that we have received from NCDOT as part of the Skeet Club Road Project DOT authorizing the reimbursement to the city from NCDOT for moving the distribution lines.

Committee Member C. Davis asked how the bedrock would be dealt with. Mr. McCaslin responded that they have a special machine to do the drilling.

Chairman J. Davis moved to forward this matter to the City Council with a favorable recommendation for approval. Committee Member C. Davis made a second to the motion. The motion carried by a 3-0 unanimous vote. [Committee Member Alexander was absent]

Resolution – Issuance of Series 2016 General Obligation Refunding Bonds

City Council is requested to approve the attached "Resolution Providing for the Sale and Issuance of City of High Point, North Carolina General Obligation Refunding Bonds, Series 2016" and authorizing the Mayor, the City Manager, the City Clerk, and the Financial Services Director to execute and deliver certain documents in connection therewith.

Mr. McCaslin explained this is the next step in the process for the Issuance of Series 2016 General Obligation Refunding Bonds. Council Member J. Davis inquired if this was the \$25 million for refunding the General Obligation refunding bonds. Mr. McCaslin confirmed it was and noted the next one that would be coming to Council would be for the \$40 million in Revenue Bonds.

Chairman J. Davis moved to forward this matter to the City Council with a favorable recommendation for approval. Committee Member Hill made a second to the motion. The motion carried by a 3-0 unanimous vote. [Committee Member Alexander was absent]

Cigna Employee Healthcare Contract 2017 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, 2017 - December 31, 2017.

Angela Kirkwood, Human Resources Director, advised that Council was presented information last week from the consultant, who provided market trends at that time. She explained this is a request to renew the contract with CIGNA for the plan year of January 1, 2017 through December 31, 2017 with the 5% increase to the medical and 9% to the dental with these costs being split between the city and the employees.

Council Member J. Davis asked where the \$350,000 that is the city's share because the city manager had commented during a previous presentation that \$175,000 was coming out of the Enterprise Fund. Mr. McCaslin replied that it would be divided for those employees that are in the Enterprise Fund and those that are working in water/sewer and those that are working in electric and those two Enterprise Funds pay for their portion of those employees. He further explained they would get part of General Fund revenues, part from water/sewer, and part from electric. He advised regarding the additional \$175,000 that staff has already factored in a percentage increase to cover the additional increase. Ms. Kirkwood explained the purpose of putting the insurance contract on this cycle was it was the more common with other employers to help in decision-making within the families.

Committee Member C. Davis questioned with the new evaluation for the city employees, what is the highest percent they could get for an increase and asked if it was 4 percent. Ms. Kirkwood confirmed it would be 4 percent and Committee Member C. Davis commented that they would still be shy 3 percent if they took advantage of both health and dental. Ms. Kirkwood confirmed it would be a 5 percent on the employee's side on medical and 5 percent on the city side and noted the basic employee coverage is currently \$92 and it would go to \$97 per month.

Chairman J. Davis moved to forward this matter to the City Council with a favorable recommendation for approval. Committee Member Hill made a second to the motion. The motion carried by a unanimous 3-0 vote. [Committee Member Alexander was absent]

There being no further business to discuss, the meeting adjourned at 4:26 pm

Respectfully submitted,

Maria A. Smith
Deputy City Clerk

James C. Davis, Chairman

CITY OF HIGH POINT

AGENDA ITEM



Title: Authorize Issuance of Series 2016 Combined Enterprise System Revenue Refunding Bonds

From: Jeffrey A Moore, Financial Services Director

Meeting Date: October 3, 2016

Public Hearing: No

Advertising Date /

Advertised By: N/A

Attachments: Form of Proceedings

PURPOSE:

The Financial Services Department recommends that the City Council take the final steps to authorize the issuance of up to \$64,000,000 Series 2016 Combined Enterprise System Revenue Refunding Bonds.

BACKGROUND:

Staff have identified that the bond market is currently favorable for refunding some of the City's outstanding Series 2006 and 2008 revenue bonds. City Council approved a preliminary resolution at its September 6, 2016 meeting authorizing the application and issuance to the LGC. The proposed resolution, prepared by the City's bond attorneys, provide staff the authorization to issue up to \$64,000,000 for refunding these bonds, depending on the bond market on the date of sale scheduled October 20, 2016. Staff will not pursue refunding bonds for any bonds that do not provide for at least 3% savings. At the time of this writing, estimated savings remain in excess of \$600,000 annually for the next 15 years which approximates 15.5%. Final maturity dates will remain the same.

The LGC staff will recommend the refunding authorization to the full Local Government Commission for its approval at their October 4, 2016 meeting.

These are necessary legal proceedings for the issuance of refunding bonds.

BUDGET IMPACT:

The interest rate refunding savings will be built into the debt service budgets for the Water & Sewer Fund in the 2017-2018 Annual Budget and successive years.

RECOMMENDATION / ACTIONS REQUESTED:

City Council is requested to approve the attached "Order Authorizing the Sale and Issuance by the City of High Point, North Carolina of Not to Exceed \$64,000,000 Combined Enterprise System Revenue Refunding Bonds, Series 2016 and Authorizing the Execution and Delivery of Certain Documents in Connection Therewith."

The City Council of the City of High Point, North Carolina held a regular meeting in the Council Chambers of the Municipal Building located at 211 South Hamilton Street in High Point, North Carolina, the regular place of meeting, at 5:30 p.m. on October 3, 2016.

Present: Mayor William "Bill" Bencini, presiding, and Council Members

Absent: Council Members

Also Present: _____

* * * * *

_____ introduced the following order the title of which was read and a copy of which had been previously distributed to each Council Member:

**ORDER AUTHORIZING THE SALE AND ISSUANCE BY THE CITY OF
HIGH POINT, NORTH CAROLINA OF NOT TO EXCEED \$64,000,000
COMBINED ENTERPRISE SYSTEM REVENUE REFUNDING BONDS,
SERIES 2016 AND AUTHORIZING THE EXECUTION AND DELIVERY
OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH**

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

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

(a) The City has heretofore entered into a Trust Agreement, dated as of November 1, 2004 (the "Trust Agreement"), with Wachovia Bank, National Association (succeeded by U.S. Bank National Association), as trustee (the "Trustee"), authorizing the issuance of revenue bonds thereunder for the purpose of financing and refinancing the cost of improvements to the City's Combined Enterprise System created thereunder.

(b) Pursuant to the Trust Agreement and a Second Supplemental Trust Agreement, dated as of June 1, 2006 (the "Second Supplemental Trust Agreement"), between the City and the Trustee, the City has heretofore issued its \$31,380,000 Combined Enterprise System Revenue Bonds, Series 2006 (the "Series 2006 Bonds"), \$24,185,000 of which are currently outstanding.

(c) Pursuant to the Trust Agreement and a Third Supplemental Trust Agreement, dated as of June 1, 2008 (the "Third Supplemental Trust Agreement"), between the City and the Trustee, the City has heretofore issued its \$41,745,000 Combined Enterprise System Revenue Bonds, Series 2008 (the "Series 2008 Bonds"), \$36,865,000 of which are currently outstanding.

(d) At a meeting held on September 6, 2016, the City Council authorized the filing of an application with the North Carolina Local Government Commission (the "Commission") requesting approval of the issuance of not to exceed \$64,000,000 Combined Enterprise System Revenue Refunding Bonds, Series 2016 (the "Series 2016 Bonds") of the City for the purpose of providing funds, together with any other available funds, to (i) refund all or a portion of the outstanding Series 2006 Bonds and Series 2008 Bonds and (ii) pay the fees and expenses incurred in connection with the sale and issuance of the Series 2016 Bonds.

(e) The City, by resolution, also requested the Commission to sell the Series 2016 Bonds at private sale without advertisement.

(f) The Commission is expected to approve the application of the City at its October 4, 2016 meeting for the issuance of the Series 2016 Bonds in an aggregate principal amount not to exceed \$64,000,000 in accordance with G.S. 159-86.

(g) The City has determined to issue the Series 2016 Bonds in an aggregate principal amount not to exceed \$64,000,000 for the purpose of providing funds, together with any other available funds, to (i) refund all or a portion of the outstanding Series 2006 Bonds and Series 2008 Bonds and (ii) pay the fees and expenses incurred in connection with the sale and issuance of the Series 2016 Bonds

(h) The City proposes to sell the Series 2016 Bonds to Wells Fargo Bank, National Association, Robert W. Baird & Co. and FTN Financial Capital Markets (the "Underwriters"), pursuant to the provisions of a Bond Purchase Agreement (hereinafter defined), at such prices determined by the Commission, subject to the approval thereof by the City.

(i) There have been presented to the City Council at this meeting forms of the following documents relating to the sale and issuance of the Series 2016 Bonds:

(1) Seventh Supplemental Trust Agreement, to be dated as of November 1, 2016 (the "Seventh Supplemental Trust Agreement"), between the City and the Trustee;

(2) Escrow Deposit Agreement, to be dated as of November 1, 2016 (the "Escrow Agreement"), between the City and U.S. Bank National Association, as escrow agent, relating to the refunding of all or a portion of the outstanding Series 2008 Bonds;

(3) Bond Purchase Agreement, to be dated as of the date of delivery thereof (the "Bond Purchase Agreement"), among the Underwriters, the Commission and the City; and

(4) Preliminary Official Statement, to be dated as of the date of delivery thereof (the "Preliminary Official Statement"), relating to the offering and sale of the Series 2016 Bonds; and

(j) The City has determined that the sale and issuance of the Series 2016 Bonds in the manner provided in this order is in the best interests of the City.

Section 2. Capitalized words and terms used in this order and not defined herein shall have the same meanings given such words and terms in the Trust Agreement and the Seventh Supplemental Trust Agreement.

Section 3. Pursuant to the provisions of The State and Local Government Revenue Bond Act, as amended (the "Act"), particularly G.S. 159-88, the City hereby authorizes the issuance of the Series 2016 Bonds in an aggregate principal amount not to exceed \$64,000,000 for the purposes set forth in Section 1(g) of this order. The exact amount of Series 2016 Bonds to be issued shall be determined by the Financial Services Director of the City at the time the Series 2016 Bonds are sold and shall be an amount sufficient, together with any other available funds of the City, to (a) refund all or a portion of the outstanding Series 2006 Bonds and Series 2008 Bonds and (b) pay the fees and expenses incurred in connection with the sale and issuance of the Series 2016 Bonds. The Series 2016 Bonds shall mature at such times and in such amounts as shall be set forth in the Seventh Supplemental Trust Agreement, subject to the provisions of this order.

The Series 2016 Bonds shall be issued as fully registered bonds in denominations of \$5,000 or any whole multiple thereof and shall be subject to provisions of the book-entry only system for registration of the Series 2016 Bonds as set forth in the Seventh Supplemental Trust Agreement. Interest on the Series 2016 Bonds shall be payable on May 1 and November 1 of each year, beginning May 1, 2017, until the payment in full of the principal thereof. The final maturity of the Series 2016 Bonds shall not be later than November 1, 2033.

Section 4. The Series 2016 Bonds may be subject to redemption prior to their respective maturities if and to the extent so provided in the Seventh Supplemental Trust Agreement.

Section 5. The proceeds of the Series 2016 Bonds shall be applied as provided in Section 204 of the Seventh Supplemental Trust Agreement.

Section 6. The Series 2016 Bonds, together with any other obligations secured on a parity therewith pursuant to the provisions of the Trust Agreement, shall be secured on a parity basis by a pledge, charge and lien upon the Net Receipts and the money and Investment Obligations held in the accounts and subaccounts of the Bond Fund in the manner and to the extent provided in the Trust Agreement and the Seventh Supplemental Trust Agreement.

Section 7. The proposal set forth in the Bond Purchase Agreement submitted by the Underwriters offering to purchase the Series 2016 Bonds at the aggregate purchase price and bearing interest at the rates determined by the Commission and approved by the City as hereinafter provided, such purchase price not to be less than 95% of the aggregate principal amount of the Series 2016 Bonds and such interest rates not to result in an aggregate true interest cost in excess of 4.00%, is hereby approved. The Commission is hereby requested to sell and award the Series 2016 Bonds to the Underwriters on behalf of the City, subject to the approval of the City, in accordance with the terms and provisions set forth in the Bond Purchase Agreement. The Mayor, the City Manager and the Financial Services Director of the City are each hereby designated to approve on behalf of the City the sale of the Series 2016 Bonds to the Underwriters at such interest rates, for such purchase price and upon such terms and conditions as the Mayor, the City Manager or Financial Services Director shall determine, subject to the provisions of this order. The Mayor, the City Manager and the Financial Services Director of the City are each

hereby authorized and directed in the name and on behalf of the City to execute and deliver the Bond Purchase Agreement in substantially the form presented, together with such modifications as the Mayor, the City Manager or the Financial Services Director, with the advice of counsel, may deem necessary and appropriate, such execution and delivery to be conclusive evidence of the approval and authorization in all respects of the form and content thereof.

Section 8. The form, terms and provisions of the Seventh Supplemental Trust Agreement and the Escrow Agreement are hereby approved, and the Mayor or the City Manager and the City Clerk or any assistant or deputy City Clerk are hereby authorized and directed to execute the Seventh Supplemental Trust Agreement and the Escrow Agreement in substantially the forms presented, together with such modifications as the Mayor or the City Manager, with the advice of counsel, may deem necessary and appropriate, including, without limitation, modifications necessary to incorporate the final terms of the Series 2016 Bonds as set forth in the Bond Purchase Agreement, such execution and delivery to be conclusive evidence of the approval and authorization in all respects of the form and content thereof.

Section 9. The Preliminary Official Statement relating to the offering for sale of the Series 2016 Bonds is hereby approved. The distribution of the Preliminary Official Statement in connection with the offering for sale of the Series 2016 Bonds by the Underwriters is hereby authorized and approved. The City authorizes and consents to the preparation and distribution of a final Official Statement, in substantially the form of the Preliminary Official Statement, together with such changes as are necessary to reflect the final terms of the Series 2016 Bonds. The Mayor, the City Manager and the Financial Services Director are each hereby authorized and directed to execute and deliver the final Official Statement, in substantially the form of the Preliminary Official Statement, together with such modifications as such officer, with the advice of counsel, may deem necessary and appropriate, such execution and delivery to be conclusive evidence of the approval and authorization in all respects of the form and content thereof.

Section 10. U.S. Bank National Association, Charlotte, North Carolina, is hereby appointed as escrow agent (the "Escrow Agent") in connection with the refunding of all or a portion of the outstanding Series 2008 Bonds, subject to the right of the City to appoint another Escrow Agent as provided in the Escrow Agreement, and as such shall perform its responsibilities as provided in the Escrow Agreement.

The City Manager and the Financial Services Director are each hereby authorized to determine on the date of sale of the Series 2016 Bonds whether it is in the best economic interests of the City to refund or not to refund all or any portion of the outstanding Series 2006 Bonds and Series 2008 Bonds, and which maturities of the outstanding Series 2016 Bonds and Series 2008 Bonds are to be so refunded, so long as such refunding will result in aggregate net present value debt service savings that equals or exceeds 5.00% of the refunded Series 2006 Bonds and Series 2008 Bonds.

Subject to the issuance of the Series 2016 Bonds, the City Council hereby directs that the Series 2006 Bonds refunded by the Series 2016 Bonds be called for optional redemption on November 9, 2016, in the manner set forth in the Trust Agreement and the Second Supplemental Trust Agreement. Subject to the issuance of the Series 2016 Bonds, the City Council hereby directs that the Series 2008 Bonds refunded by the Series 2016 Bonds be called for optional

redemption on November 1, 2018, in the manner set forth in the Escrow Agreement, the Trust Agreement and the Third Supplemental Trust Agreement.

Section 11. The Mayor, the City Manager, the Financial Services Director, the City Clerk and the City Attorney, or any of them or their deputies, are each hereby authorized and directed (without limitation except as may be expressly set forth in this order) to take such action and to execute and deliver such certificates, agreements, instruments, opinions or other documents as they, with the advice of counsel, may deem necessary or appropriate to effect the transactions contemplated by this order, the Trust Agreement, the Seventh Supplemental Trust Agreement, the Escrow Agreement and the Bond Purchase Agreement. Any such actions heretofore taken by such persons to the extent not inconsistent with the provisions of this resolution are hereby ratified, authorized and approved.

The officers of the City and the agents and employees of the City are hereby authorized and directed to do all acts and things required of them by the provisions of this order, the Series 2016 Bonds, the Trust Agreement, the Seventh Supplemental Trust Agreement, the Escrow Agreement or the Bond Purchase Agreement for the full, punctual and complete performance of the terms, covenants, provisions and agreements of the same.

Section 12. The sale and issuance of the Series 2016 Bonds are hereby approved subject to the terms and conditions set forth in this order.

Section 13. This order shall take effect immediately upon its passage; provided, however, that the provisions of Section 10 hereof relating to the calling for redemption of the outstanding Series 2006 Bonds and Series 2008 Bonds being refunded by the Series 2016 Bonds shall not become effective unless and until the Series 2016 Bonds are issued.

Upon motion of Council Member _____, seconded by Council Member _____, the foregoing order entitled "ORDER AUTHORIZING THE SALE AND ISSUANCE BY THE CITY OF HIGH POINT, NORTH CAROLINA OF NOT TO EXCEED \$64,000,000 COMBINED ENTERPRISE SYSTEM REVENUE REFUNDING BONDS, SERIES 2016 AND AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH" was adopted by the following vote:

Ayes: Council Members

Noes: Council Members

* * * * *

I, Lisa B. Vierling, City Clerk of the City of High Point, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and accurate copy of so much of the proceedings of the City Council of said City at a regular meeting held on October 3, 2016, as relates in any way to the adoption of the foregoing order authorizing the sale and issuance of revenue refunding bonds of said City and that said proceedings are recorded in minute books of said City Council.

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

WITNESS my hand and the official seal of said City this 3rd day of October, 2016.

City Clerk

[SEAL]

CITY OF HIGH POINT

AGENDA ITEM



Title: **Historic Marker Request** (Yalik's Fine Art in partnership with Kilby of H.O.P.E.)

From: Lee Burnette, Planning & Development
Director

Meeting Date: October 3, 2016

Public Hearing: No

Advertising Date: NA

Advertised By: NA

Attachments:

- A. Historic Preservation Commission Recommendation
- B. Location Map of Proposed Marker
- C. Proposed Text of Marker

PURPOSE:

A request by Yalik's Fine Art in partnership with Kilby of H.O.P.E. to place a historic marker recognizing the historic "Colored Section" of Oakwood Memorial Cemetery on Mint Street within the Cemetery between Forrest and Steele Streets.

BACKGROUND:

On January 16, 2016 City Council adopted a Historic Marker Policy that provides guidelines and criteria to facilitate the selection and placement of City of High Point Roadside Historic Markers. This policy was revised on June 6, 2016. The Historic Preservation Commission was designated by the Historic Marker Policy to review and evaluate all proposed roadside historic markers prior to consideration by City Council. This roadside historic marker request by Yalik's Fine Art in partnership with Kilby of H.O.P.E. is the third request under the city's new roadside historic marker policy.

BUDGET IMPACT:

In accordance with the City Council adopted policy, the city does not budget annually for markers, but may fund or assist with the funding of markers. The city may accept and utilize funds for markers from organizations, private individuals, or other government entities. The Kilby of H.O.P.E., a non-profit organization received a \$2450 grant from the High Point Convention and Visitor Bureau in June, 2016 for this historic marker.

RECOMMENDATION / ACTION REQUESTED:

On September 14, 2016, the Historic Preservation Commission recommended approval. Planning and Development staff requests Council approval of the marker request as proposed.

HISTORIC PRESERVATION COMMISSION RECOMMENDATION

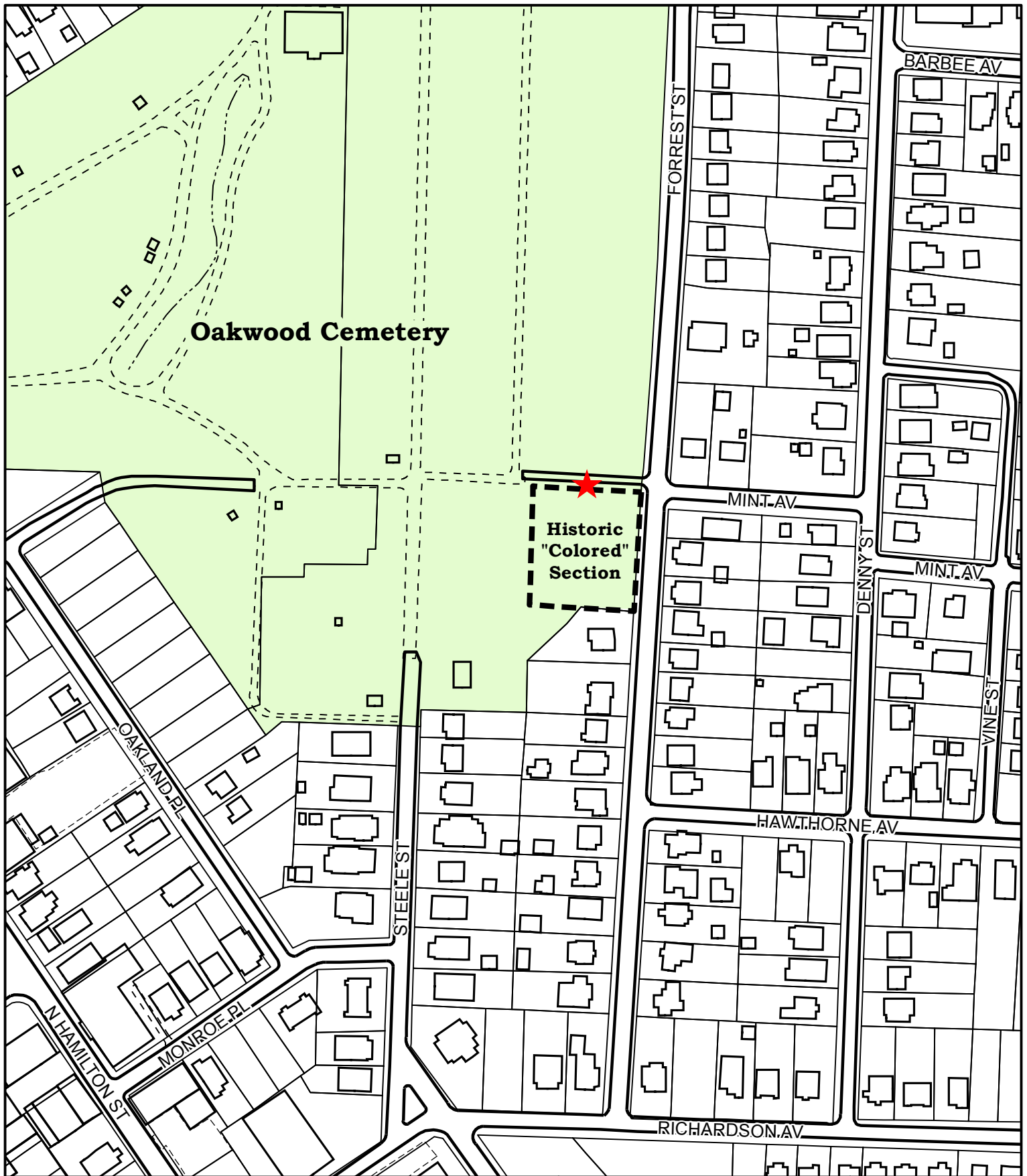
Yalik's Fine Art in partnership with Kilby of H.O.P.E.

Historic Marker Request

At its September 14, 2016 meeting, the Historic Preservation Commission reviewed a request for a historic marker for the historic "Colored Section" of Oakwood Memorial Cemetery. Six members of the Commission were present. Mr. David Fencl, Senior Planner, presented the request and recommended approval of the request as outlined in the staff report.

Speaking in favor of the marker request on behalf of the applicant was Phyllis Bridges of Yalik's Fine Art and Linda Willard. No one spoke in opposition to the marker request.

The Historic Preservation Commission determined that the proposed marker meets the minimum evaluation criteria of the Historic Marker Policy which includes the site or event being at least 50 years old, that there are no current markers, public or private currently recognizing the site or event within the City of High Point, and that the location of the proposed marker is within the corporate limits of the City of High Point. The Historic Preservation Commission also determined that the proposed marker will be consistent in appearance with several existing city markers (black with silver letters with the city seal positioned at the top in the arch) and recommended approval of the historic marker request, as recommended by staff, by a vote of 6-0.



PROPOSED HISTORIC MARKER LOCATION



Proposed marker location



Colored Section of Oakwood Memorial Cemetery

**Planning & Development
Department**

City of High Point

Date: September 7, 2016



Scale: 1"=200'

Proposed Text of Marker:

Oakwood Memorial Cemetery “Colored Section”

From the eras of slavery to segregation, a time spanning from the 1700’s to the 1970’s, the laws of North Carolina and many other states mandated that all citizens be labeled as “White” or “Negro”.

When the Oakwood Cemetery was established in 1859, prior to the Civil War, the “Colored” section was designated as the final resting place for those Enslaved and Free Persons of Color.

**Erected by Yalik’s Modern Art of High Point, in partnership with the Kilby of HOPE
and the High Point Convention and Visitors Bureau.**

(Date)



October 3, 2016

To: Randy McCaslin, Deputy City Manager

From: Michael E. McNair, Director of Community Development & Housing *MEME*

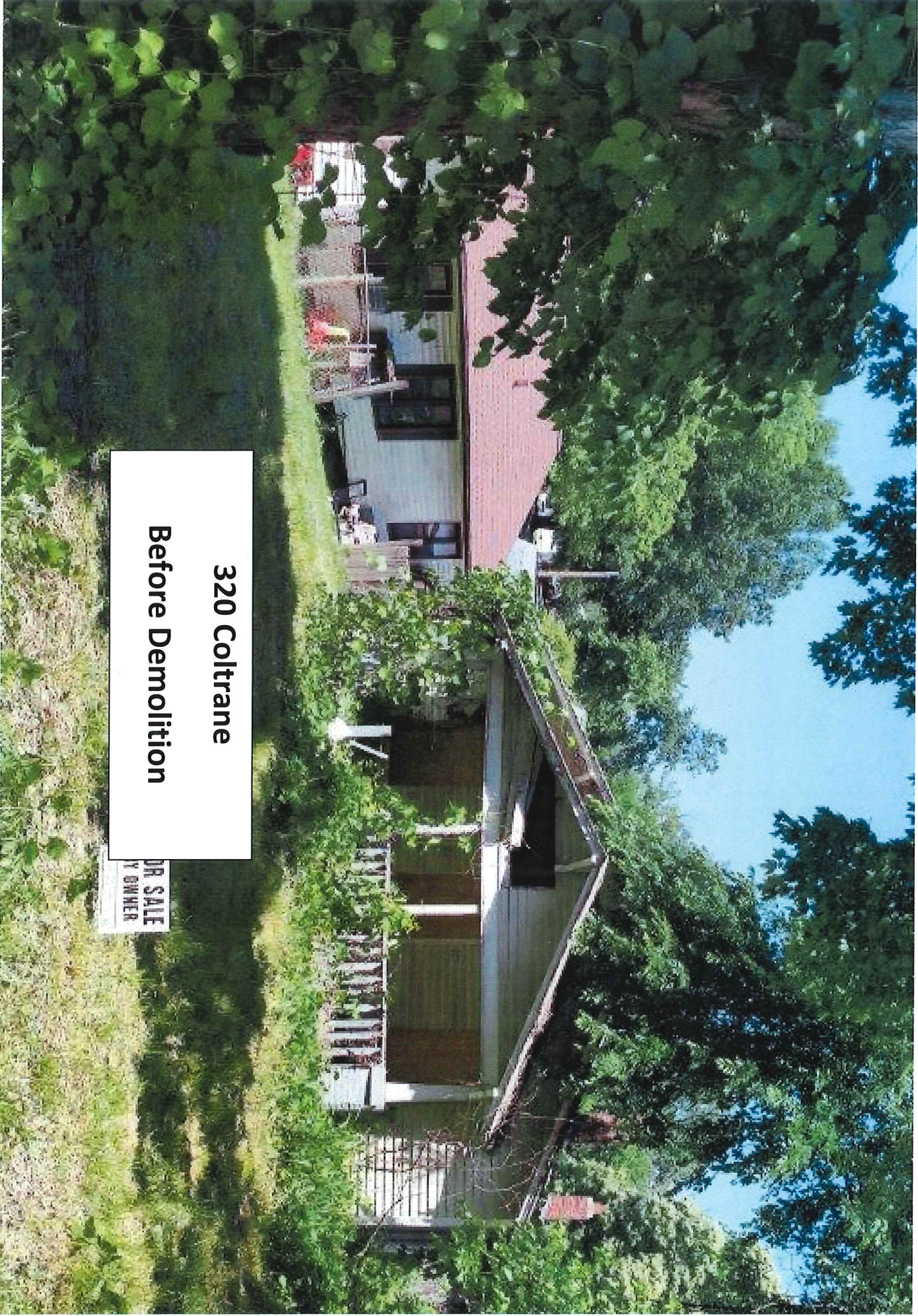
Subject: Code Enforcement Activity Report

This report serves to summarize Code Enforcement activity for the month of September 2016. Staff engaged in 122 active minimum housing cases (with an active backlog of 195 cases), 243 public nuisance complaints (355 active public nuisance cases) and collected 198 signs during the month of September. Additionally, we are moving forward with implementing the priorities identified in Council's strategic plan. Our progress towards accomplishing those priorities are summarized below.

Strategic Plan Action Item	Status
Fill vacant code enforcement positions.	A candidate has been identified for the final vacant position and is undergoing a background check. Completion of this hire will fully staff the Code Enforcement Division.
Provide training	The Center for Community Progress visited us September 8th & 9th for its final site visit as part of the Technical Assistance Scholarship Program. Activities included: - Chris McLaughlin from the UNC School of Government and Tarik Abdelazim from Community Progress will co-facilitate a half-day workshop on tax enforcement and foreclosure systems. - Small group meetings with the Data Team, Operation InAsMuch Planning Team, Open Door Ministries, Say Yes to Education, HPCAV and the HPPD. Tarik Abdelazim will return on November 7th to present a final report of recommendations to Council.
Develop & implement a system to calculate ratio of complaint drive vs city initiated calls	Continuing to work with Mark Schroeder to develop reports and improve public access to information in Accela.

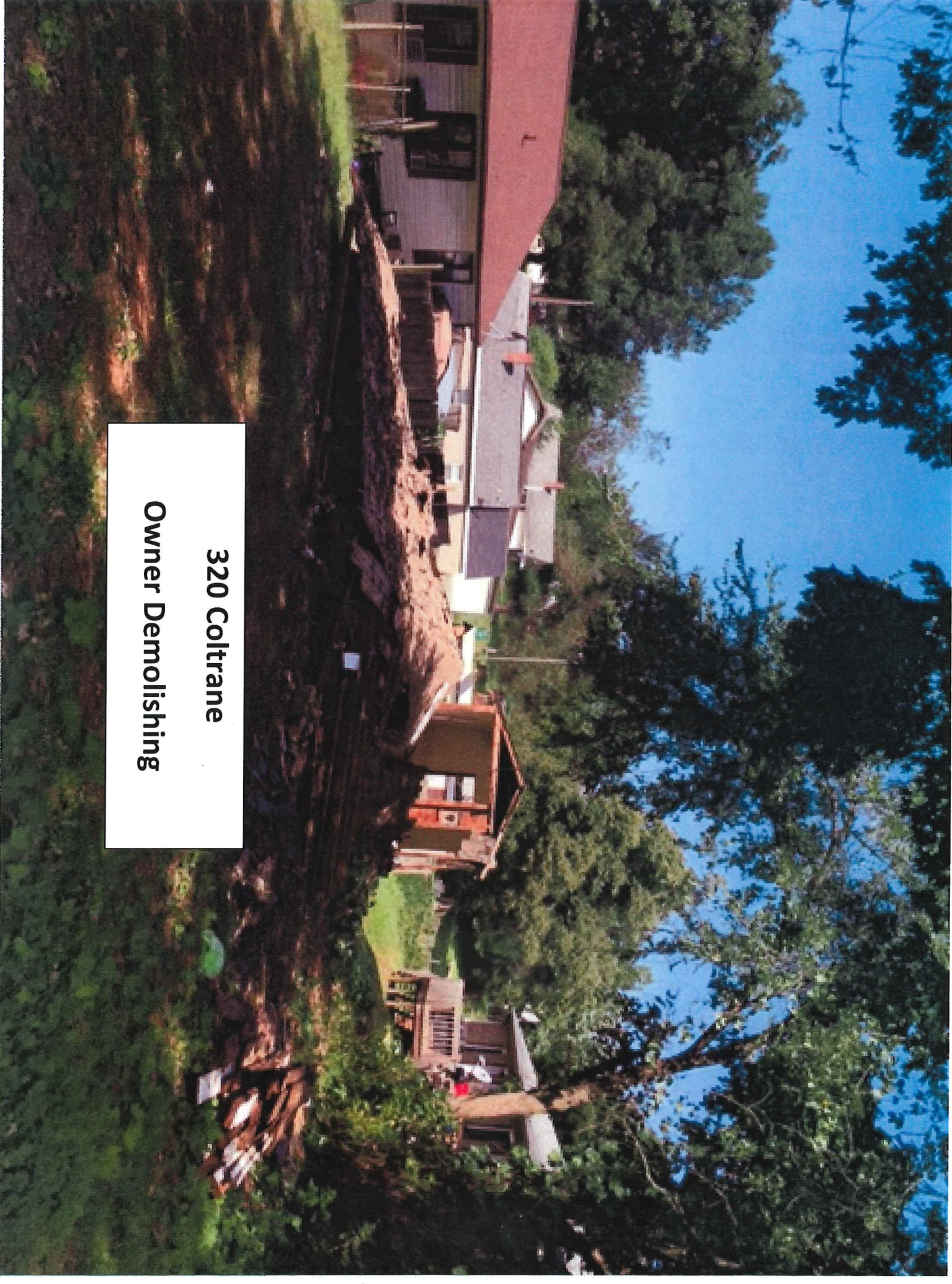
The table below provides a more detailed summary code enforcement activity for the months of June, July, August and September. Additionally, attached are a representative sample of before and after pictures. We will continue to refine this reporting format as we work more closely with Accela. Please let me know if you need additional information.

Local Codes Enforcement Monthly Activity						
		Jun-16	Jul-16	Aug-16	9/1/2016***	
1. Minimum Housing Cases						
	a. Minimum Housing Complaints	35	34	39	16	
	b. Active Minimum Housing Cases	147**	93	116	122	
	c. Active Backlog Cases (270 original)	241	223	207	195	
	d. Cases Taken Before City Council					
	i. For Demolition	5	3	7	1	
	ii. For Vacate	0	1	0	0	
	e. City Demolished Houses	0	0	3	1	
2. Public Nuisance Cases						
	a. Public Nuisance Complaints (includes unsecured dwellings)	317	182	251	243	
	b. Active Public Nuisance Cases	312	280	345	355	
	c. City abated PN Cases	28	66	56	44	
	d. Owner abated PN Cases	207	77	124	159	
3. Zoning						
	a. Zoning Complaints (Vehicles, Signs, Banners)	34	31	35	18	
	b. Signs collected *	177	196	201	198	

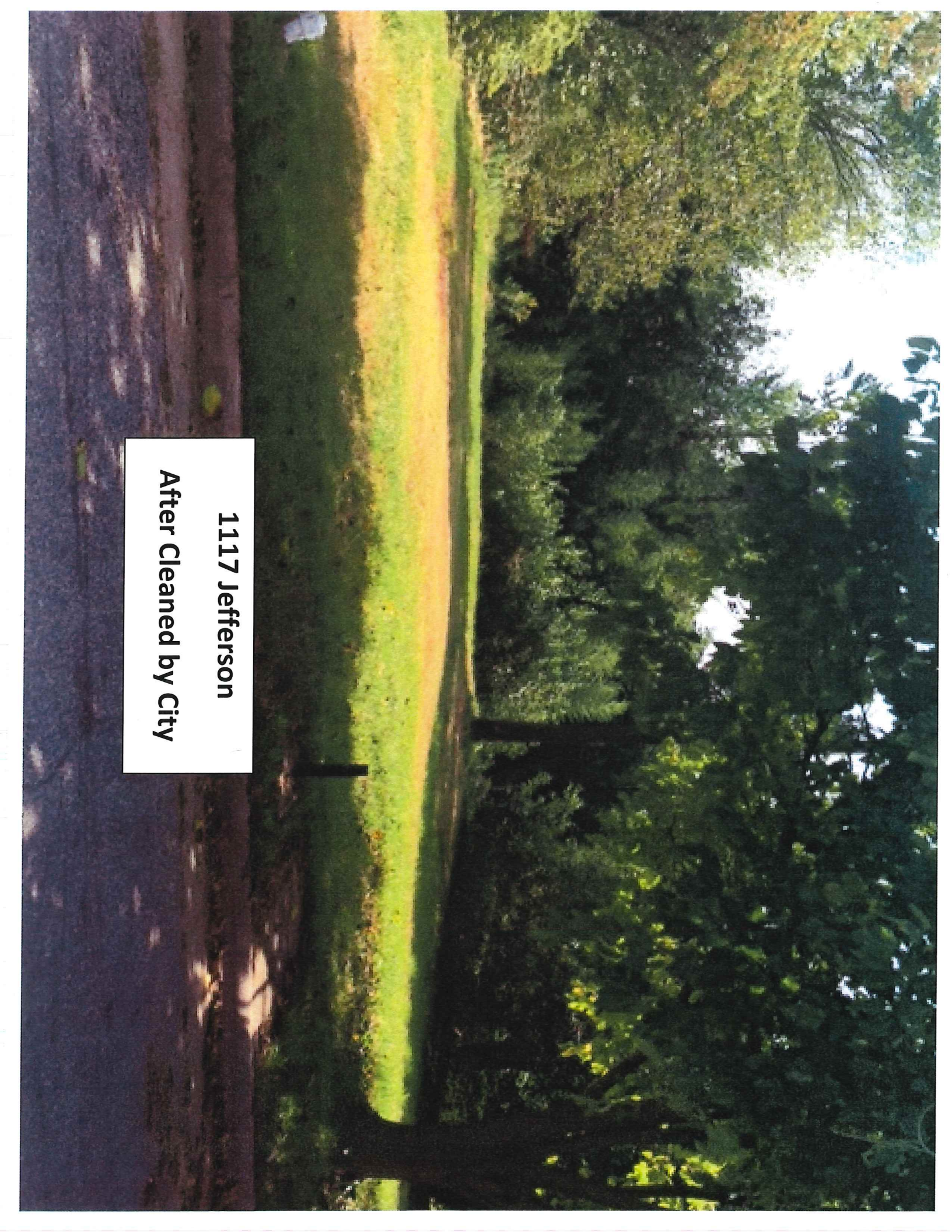


320 Coltrane
Before Demolition

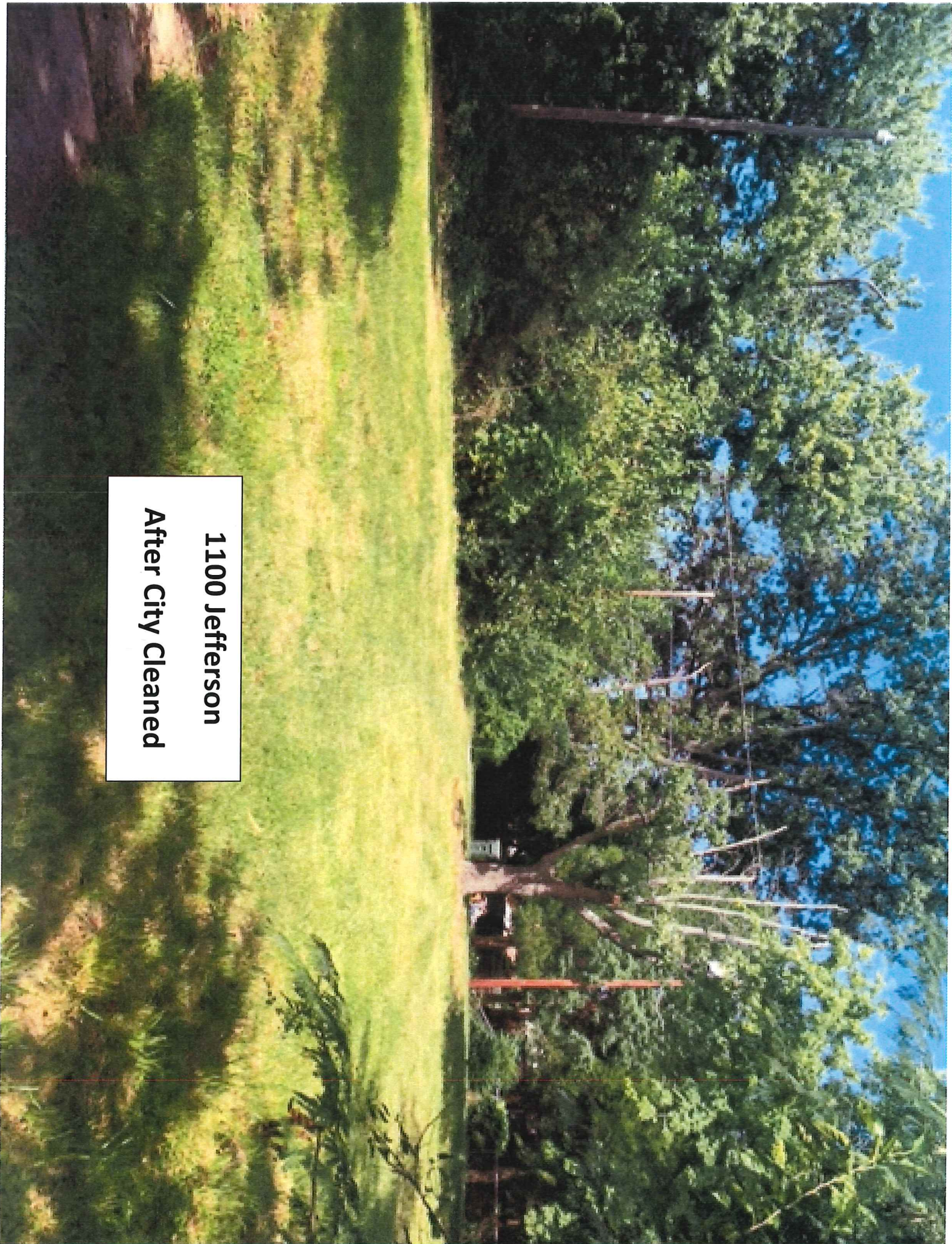
FOR SALE
BY OWNER



320 Coltrane
Owner Demolishing



1117 Jefferson
After Cleaned by City



1100 Jefferson
After City Cleaned

2016-09-16 08:46:40

CITY OF HIGH POINT
CODE ENFORCEMENT
VIOLATION NOTICE

1100 Jefferson
Before City by Cleaned



2016-09-16 08:48:43

1117 Jefferson

Before City by Cleaned

1117 Jefferson

Before City by Cleaned

PUBLISH ONCE: Friday, October 14, 2016

**RESOLUTION TO ESTABLISH A
PUBLIC HEARING DATE FOR
VOLUNTARY NON-CONTIGUOUS ANNEXATION
(Case # AN-16-04)**

WHEREAS, the City Council has been petitioned to annex the property of Gallimore Partners, LLC. The proposed annexation site is approximately 30 acres, and lying along the north side of Gallimore Dairy Road, approximately 805 feet west of Pegg Road. The property is also known as Guilford County Tax Parcel 0169750.

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 7, 2016, 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.

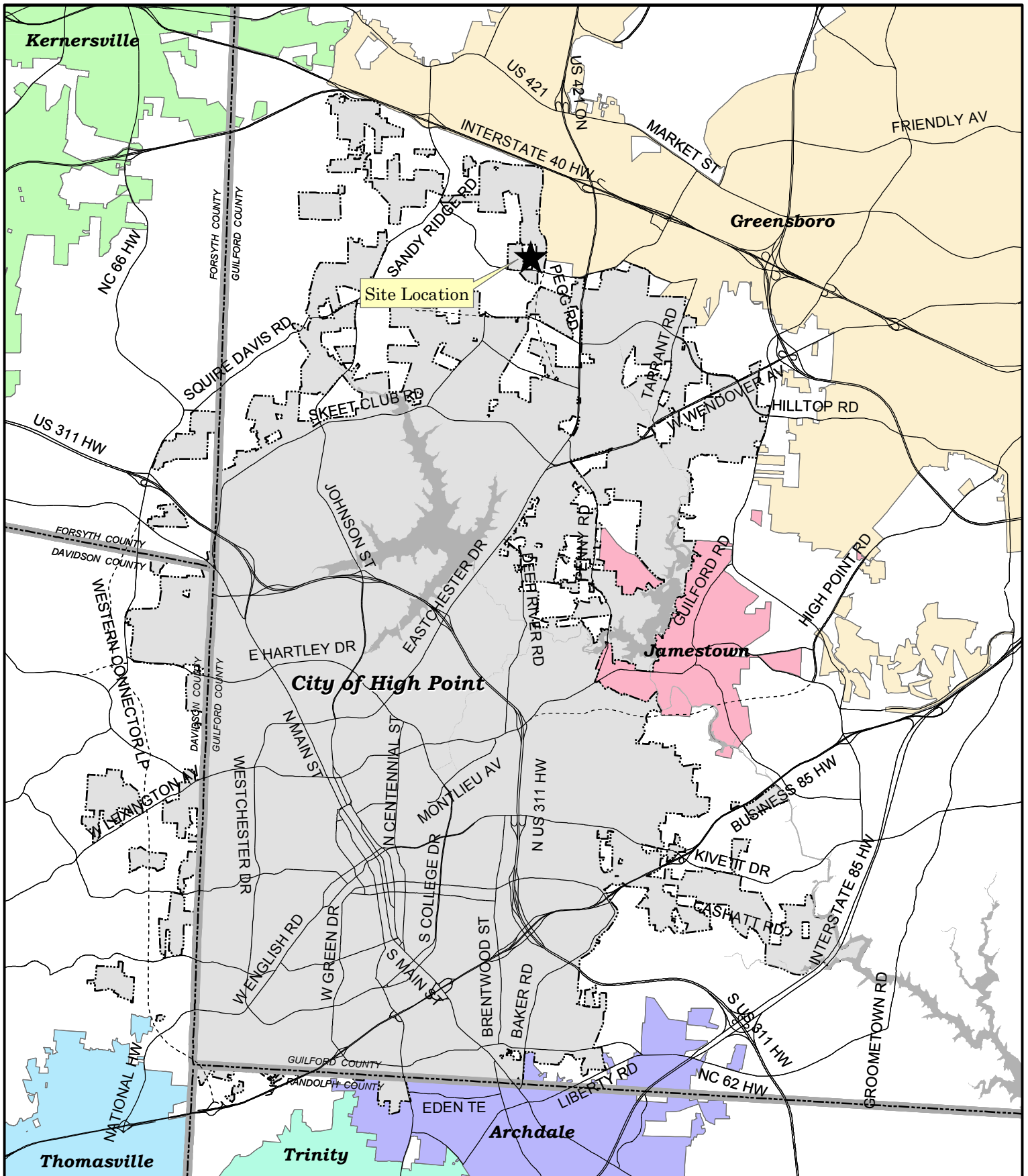
Any interested party will be permitted to be heard at the public hearing. The meeting facilities of the City of High Point are accessible to people with disabilities. If you need a special accommodation, call (336) 883-3298 or the TDD# (336) 883-8517.

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 3rd day of October, 2016

Lisa B. Vierling, City Clerk



ANNEXATION REQUEST AN-16-04

Applicant: Gallimore Partners LLC

Area: 30.14 acres (approximate)

**Planning & Development
Department**

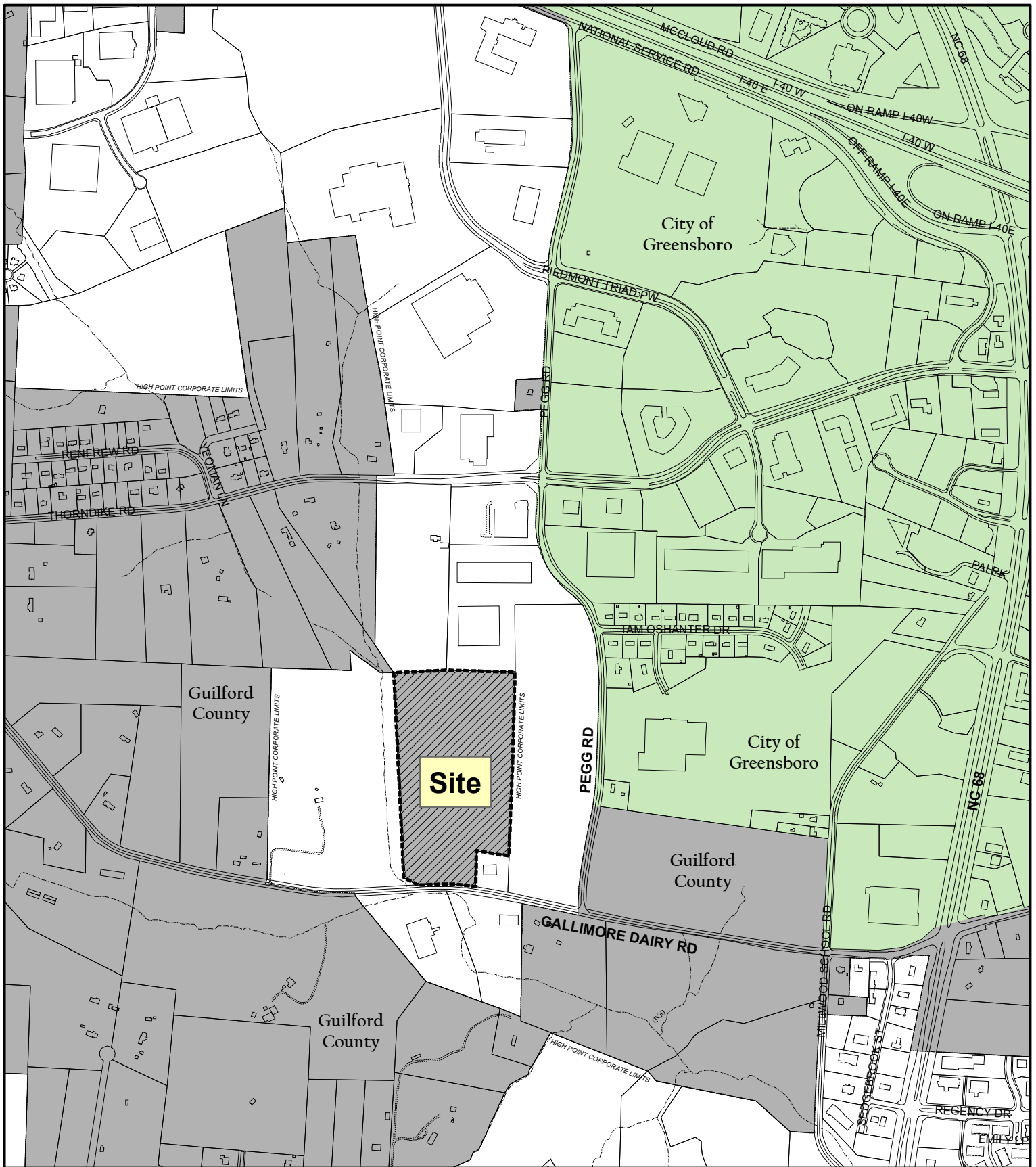
City of High Point

Date: August 29, 2016



Scale: 1"=8,500'

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2016\pz\Annex\Map.mxd



ANNEXATION REQUEST AN-16-04

Applicant: Gallimore Partners LLC
Area: 30.14 acres (approximate)

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

**Planning & Development
 Department**

City of High Point

Date: September 19, 2016



Scale: 1"=1,000'

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 2016\pz\an-16-04.mxd

CITY OF HIGH POINT

AGENDA ITEM

**Title: Furniture Market Transportation Grant Agreement**

From: Mark McDonald, P.E., Transportation Director **Meeting Date:** October 3, 2016

Public Hearing: N/A

Advertising Date / N/A

Advertised By:

Attachments: A. Award Letter
 B. Authorizing Resolution

PURPOSE:

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

BACKGROUND:

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

BUDGET IMPACT:

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

RECOMMENDATION / ACTION REQUESTED:

Staff recommends the City Manager be authorized to enter into a contract with the Department of Transportation and execute all agreements and contracts with the North Carolina Department of Transportation, Public Transportation Division.



PAT McCrory
Governor

NICHOLAS J. TENNYSON
Secretary

September 23, 2016

Mr. Greg Demko, City Manager
City of High Point
P.O. Box 230
High Point, North Carolina 27261

RE: FY17 Demonstration Grant Program
Project No. 17-DG-025
WBS Element No.: 36223.13.9.2
Agreement ID #: TBD

Dear Mr. Demko:

On September 8, 2016, the Board of Transportation approved your organization's request for a Demonstration grant in the amount of \$1,200,000 for the High Point Market Authority. The agreement to be executed between City of High Point and NCDOT is enclosed. The individual authorized to enter into this agreement for the financial assistance on behalf of your agency will sign the agreement. Please provide a copy of the agreement to all parties that will be involved in the administration of the grant, and request that the agreement be reviewed carefully. Instructions for completion of the grant agreement process are enclosed.

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

If you have any question related to the grant agreement, please contact Myra Freeman, Financial Manager at 919-707-4672 or your assigned Accounting Specialist. In any correspondence, please 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

BK: R 7864

PG: 380-383

RECORDED:
10-12-2016

09:37:41 AM
BY: MARY MORGAN
DEPUTY-HP



2016055755

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. 1650/16-50

RESOLUTION

Am
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HIGH POINT, IN A REGULAR MEETING ASSEMBLED ON THE 3rd DAY OF OCTOBER, 2016, AT 5:30 P.M. IN THE COUNCIL CHAMBERS OF THE MUNICIPAL BUILDING, HIGH POINT, NORTH CAROLINA:

Street Abandonment (Closure) Case 16-04

(portion of the Staton Drive right-of-way)

A request by West Mountain Funding, LLC to abandon a portion (approximately 8,276-square-foot triangular segment) of the unimproved Staton Drive right-of-way.

WHEREAS, West Mountain Funding, LLC has petitioned the City Council of the City of High Point to permanently abandon (close) a portion of the Staton Drive right-of-way that is lying west of St. Johns Street, which is more specifically escribed as follows:

BEGINNING at an existing 1-1/4" iron in the southern right-of-way of Staton Drive (not open) said iron being the northeast corner of Lot 8 Staton Park as recorded in Plat Book 36, Page 51, Parcel number 0169453, West Mountain Funding, LLC as recorded in Deed Book 7832, Page 1716; thence on a new line and crossing said Staton Drive the two (2) following courses and distances: 1) N. 54°33'33" E. 13.41' to a 7/8" iron placed; thence 2) S. 63°18'15" E. 98.15' to a 7/8" iron placed in the northern right-of-way of said Staton Drive and in the southern line of area dedicated as right-of-way in Meadow Valley Phase 1B as recorded in Plat Book 173, Page 21; thence with the northern right-of-way of said Staton Drive S. 35°33'23" E. 22.57' to a 7/8" iron placed in the western right-of-way of St. Johns Street; thence with the right-of-way of said St. Johns Street the three (3) following courses and

distance: 1) S. 00°47'23" W. 0.18' to a 7/8" iron placed 2) on a curve to the left (having a radius of 325') a chord bearing and distance of S. 16°20'19" E. 169.12' to a 7/8" iron placed; thence 3) S. 62°44'32" W. 3.81' to 7/8" iron placed in the southern right-of-way of said Staton Drive; thence with said right-of-way N. 35°27'44" W. crossing a 7/8" iron placed at 29.96' and continuing 29.96' to a 7/8" iron placed, the southeast corner of Lot 7 of said Staton Park and continuing 208.83 for a total distance of 268.75' to the point and place of BEGINNING and containing 0.190 acres more or less.

WHEREAS, the petition has been duly filed with this Council in a Regular meeting assembled on the 6th day of September, 2016, at 5:30 p.m. setting the 3rd day of October, 2016 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 September 9, 16, 23 & 30, 2016; and,

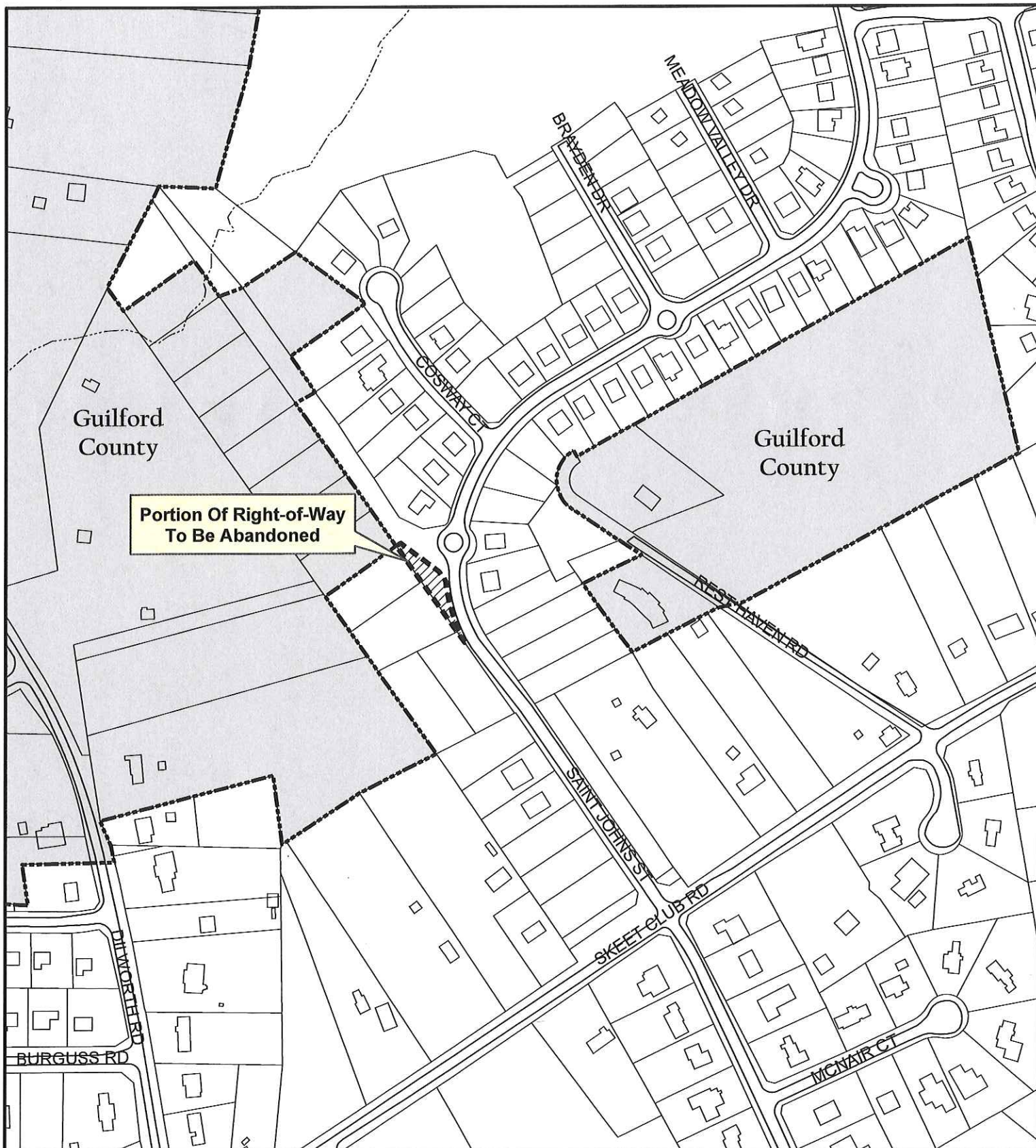
WHEREAS, the above entitled matter, pursuant to said resolution and notice was called for hearing before said Council at which time there was no objection or opposition offered on the part of any firm or corporation to abandon (closure) a portion of the Staton Drive right-of-way, lying east of St. Johns Street; 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 the portion of the Staton Drive right-of-way, lying west of St. Johns Street (approximately 0.19 acres±), as described above, be closed pursuant to North Carolina G.S. 160A-299; and
2. That the City of High Point shall retain a 20-foot-wide Duke Power utility easement, which also includes Time Warner Cable lines and NorthState Communication lines, centered over all existing electric lines 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 3rd day of October, 2016
Lisa B. Vierling, City Clerk



STREET ABANDONMENT SA-16-04

Applicant: West Mountain Funding, LLC
Area: 0.190 acres

 Location of requested street abandonment

Planning & Development
Department

City of High Point

Date: October 12, 2016



Scale: 1"=300'

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2016/pz/sa16-04.mxd

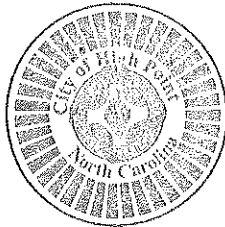


City of High Point
Municipal Office Building
211 South Hamilton Street
High Point, NC 27261

Certification

I, Lisa B. Vierling, City Clerk of the City of High Point, North Carolina, do hereby certify that the foregoing is a true and accurate Resolution adopted by the City Council in official Session on October 3, 2016 and upon approval by City Council will be recorded in Book 91 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 10th day of October, 2016.

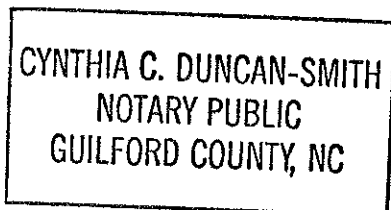


Lisa B. Vierling
Lisa B. Vierling, City Clerk

ACKNOWLEDGEMENT

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

WITNESS my hand and official Notarial Seal, this 10th day of October, 2016.



Cynthia C. Duncan-Smith
Cynthia C. Duncan-Smith, Notary Public

Commission Expires: 1/18/2020



**MANAGER'S BRIEFING SESSION
HIGH POINT MUNICIPAL BUILDING
SEPTEMBER 19, 2016 – 4:00 P.M.
3RD FLOOR LOBBY CONFERENCE ROOM**

Present:

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

Absent: Council Members Cynthia Davis (At-Large) and James Davis (Ward 5)

Staff Present:

Randy McCaslin, Deputy City Manager; Randy Hemann, Assistant City Manager; Eric Olmedo, Budget and Performance Manager; Jeron Hollis, Director of Communications & Public Engagement; Jeff Moore, Director of Financial Services; Loren Hill, Economic Development Director; Heidi Galanti, Planning Administrator; Greg Venable, Transportation Planner; Mark McDonald, Director of Transportation; Frank Jacques, Systems Analyst; Mark Schroeder, Development Services Center Manager; Angela Wynes, Transit Manager; Lee Burnette, Planning Director; Scott Dingus, Engineering Services; Reggie Hucks, Inspections Administrator; Maria Smith, Deputy City Clerk; and Lisa Vierling, City Clerk

Others

Scott Rhine, Executive Director, PART; Mark E. Kirstner, Director of Planning, PART (Piedmont Authority for Regional Transportation); Salena Chan and Matt Hayes with Alta Planning Plus Design

Present:

News Media:

Pat Kimbrough, High Point Enterprise

1) Hi-Tran New Routes

Angela Wynes, Transit Manager, discussed new routes and also pointed out that none of the routes have yet to be finalized and part of it was working with the Palladium Circulator. Once this is completed, it would make it easier to make final adjustments to the hours, days of service of operation, etc... She noted a Palladium Circulator route was recommended due to the need to get riders out to the businesses and employers in this area. Ms. Wynes then introduced Scott Rhine, PART Executive Director.

Mr. Rhine explained that the Palladium Circulator was in the short range plan and one of the recommendations from City Council and the question was how it could be connected with High Point and tied into a network since it is outside of downtown.

He then introduced Mark Kirstner, Director of Planning for PART.

Mr. Kirstner took a moment to discuss the transit in more detail. He reviewed the City of High Point's Short Range Plan compared to PART's Proposal. He reviewed the chart below:

Short Range Plan	PART Proposal
Daily Service hours = 11.5	Daily Service hours = matches
Annual Revenue Hours = 2898	PART Rt. 3- 6:20 AM to 6:45 PM or 12.25 hours
	Annual Revenue Hours = 2,121
Links - 3,311 people - 10,462 Jobs	Links - 3,835 people - 11,395 Jobs
Frequency = 60 minute peak, 30 off-peak	Frequency = 60 minute peak, 30 off-peak
Route Length = 7.4 miles	Route Length = 9.94 miles

He then reviewed some of the routes that PART currently had which are three routes that come in from Davidson County, one from Winston-Salem and one PART 3 to the HUB. He explained the shaded areas 21-23 are all shuttle areas that are operated through the HUB. He reviewed the northern and southern routes. The northern route, as displayed, goes up Wendover, Premier Medical, over to South University, up to Mendenhall, to Piedmont Center, to Bank of America, and back down to Tarrant. He pointed out the number of houses near this area and suggested that if they might need to look into deviation for disabilities.

Council Member Alexander wanted to know if they would be serving this with one of their full size buses or a van size. Mr. Rhine replied that it would be a mid-size vehicle. Council Member Alexander asked if the bus would be branded as PART or if it would say PART/High Point because he wanted to make sure that the rider would be able to distinguish which bus to get on. Mr. Kirstner replied that it would be a PART branded bus and could have a High Point Logo on it. He noted there would be a designated bus stop where PART only stops. Mr. Rhine agreed that some of the High Point buses would not be that close with the existing service because the High Point bus would not be going that far up Highway 68. He noted how much of it goes into education and marketing. Council Member Alexander stated he would like a way to integrate PART and High Point on the bus because he believed it would be helpful when giving directions to others.

Mr. Kirstner reviewed the Southern loop which he referred to as the more service retail loop as in terms as the stops and both were similar to what were in the short term plan. He reviewed both the northern loop and southern loop stops. He noted from a transit perspective, it makes it hard to serve due to the spacing.

He then reviewed some of the schedules/times, as well as how one would access the Palladium Circulator by using the PART Route Express 3 terminal. It will be a sixty minute route for both loops. He reviewed the locations of the stop within the shopping center where the theatre is and where there would be unloading on both sides of the street. He noted that the current standard fare is at \$2.40 for one way, but with a free transfer on to Route 3. Mr. McCaslin asked if any shelter would be installed at any point. Ms. Wynes replied that they would be working with part of the plan and to figure out exactly where it would go for pedestrian crossing, and sidewalks.

Mr. Rhine addressed the shelters and how they had a contract in place in regards to advertising on buses within the PART agency they were recognizing that potential revenue go into past

amenities and that would be the revenue source that they would utilize for passenger shelters. He acknowledged the different stops along Highway 68 and Route 3 and would like to come back and put in a shelter and a pad.

Mr. Rhine reviewed the funding package in working with the MPO and how they would incorporate it within the PART service. He reported they have applied for CMAQ (Congestion Mitigation and Air Quality) funds through the MPO and noted there would be a three-year trial period and the funding mechanism which was at 80/20 versus the traditional 50/50 (Federal/Local). He mentioned that the start date was planned for October 3rd and it would be presented to the PART Board and this would give them a couple of months to detect if there were any deviations that require any changes.

Council Member Alexander wanted to know how this route would be advertised. Mr. Rhine responded through different social medias, publications, websites, local papers, the *Business Journal*, etc.... Ms. Wynes advised that she would be borrowing materials from PART's marketing staff to distribute to the passengers.

Mr. Kirstner also pointed out that all transit calls would be coming in to the Regional Call Center. Council Member Alexander suggested generating some posters for the terminal to help people in general. Council Member Ewing also asked if this would be communicated to the businesses along the route. Mr. Rhine confirmed that it would be and also noted that next week has been designated as "Try Transit Week." Mr. Rhine stated this would make it much more convenient for the riders so they would not have to go all the way out to the PART Hub, then come back down on one of the shuttle routes. This will allow them to transfer at the Palladium to get to where they need to go much quicker.

Accela 1st Year Operations

Mark Schroeder, Development Services Center Manager, provided an update on the one-year operation of Accela. Staff has been reaching out to the clients to make sure their needs are understood and making adjustments as needed. As a result, five outreach meetings have been held which resulted in approximately 44 specific issues that they highlighted that have been put on the list and staff is working towards resolving. Another outreach meeting is scheduled for next Thursday afternoon to continue that understanding of what they are asking for and identify areas that need to be changed.

He reviewed the online submittal which had a 72 percent success rate of users who came in through the online portal which has been refined to a simple address www.buildhighpoint.com/online which goes directly to the portal. He noted this is the easiest way to make, track, schedule inspections, and finalize the project. He provided some highlights:

- Residential OTC (over the counter)
- 1374 online requests
- 300 people came in person and were provided assistance

He reported that staff is available from 8:00 a.m. to 4:00 p.m. to assist those customers coming in the door to understand how to apply on-line, to assist them in making sure their requests are complete and providing them with some general guidance. Now that the department is fully staffed, they are looking at expanding these hours from 7:30 a.m. to 5:00 p.m. (may be seasonally adjusted depending on the volume of activity).

He advised over the first year of the Accela implementation, there has been 25,000 unique visitors on buildhighpoint.com much to the credit of the Communications & Public Engagement staff, permit specialists, etc.... pushing and encouraging the resources that are available.

Another highlight was in the first year, 620 requests were incorrect (meaning they were duplicate requests, didn't request the right type of permit, or they were not in High Point's jurisdiction). He acknowledged this is something that staff realizes they need to work on because it represents 10-15% of some other activity that needs to be refined.

PERMIT GRAPH

He continued to review the six different types of permits and shared that they have consolidated these permits from how they have been done in the past.

(From August 2015 – 2016)

- Residential OTC Permit
- Commercial Construction Permit
- Commercial OTC Permit
- Residential Construction Permit
- Sign Permit
- Demolished Structure Permit

PERMIT NUMBERS

He defined approximately 3,800 total permits of those types were generated.

CERTIFICATES OF COMPLETEION/OCCUPANCY

Of those, he noted that 2,300 of projects are to date and with 1,500 active projects are based on the differences of those two numbers.

RESULTED INSPECTIONS

There are approximately 15,000 resulted in inspections over the last year which were broken down into:

- Residential Construction Permit
- Commercial Construction Permit
- Residential OTC Permit
- Commercial OTC Permit
- Sign Permit
- Demolished Structure Permit

INSPECTION RESULTS

He reported that there were almost a 25 percent failed rate, 2 percent were not ready, and 6 percent were pass-partial that were used for phased projects.

LAND DEVELOPMENT APPROVALS

He reviewed the breakdown by site plan, final plat, exclusions, and preliminary subdivisions and group developments and suggested that we would be looking for more trends on number of units available for development so they could see the capacity for new construction.

BOARD ACTION REQUESTS

He reviewed the re-zonings, variances, annexations, over the board action cases.

He proceeded to review the flowchart on the left which is a commercial construction to give an actual plan review component, coordination working and permit issuance. Then on the right it

had more of a simplified graph with a permit issuance to make sure the information is there and to immediately issue the permit. He shared that he heard some comments from contractors that they were experiencing delays in the plan review process due to the Furniture Market. Mr. Schroeder suggested this process would be eliminated and showrooms would be streamlined. He reiterated that they are working hard to meet the needs of the constituents.

Council Member Wagner brought up one of the issues that involved fixing the time between the application submittal and the actual issuance of the permit. He recalled it centered around all the plan reviewers being able to see everything that has been submitted at once and inquired as to if staff had any figures on the average time for the process now. Mr. Schroeder commented as of last month to the last several weeks, the results were not acceptable and the review cycle was still elongated. Staff's target goal is a three-day turn-around instead of the three weeks that it is currently taking. Frank Jacques noted staff is working on the data now. Reggie Hucks offered assurances that there would be a strong effort in the next 30 days to see the plan review time shrink considerably.

Council Member Alexander had contractors early on say that that were trying to submit on-line and the system crashed. He referred to that as an unsuccessful submittal and wanted to know if there was any way to view the number of unsuccessful submittals in the system. Mr. Schroeder replied that there is no way to capture that information, but staff does encourage people that apply online to save it so staff is able to view it as a temporary request. They can then contact the user and complete the request over the phone. Mr. McCaslin asked about the issues that staff experienced in the beginning with the various plan sizes and Mr. Schroeder advised this has since been resolved and there would be upgrades available to ensure that users would not continue to experience those problems.

2) **Pedestrian Plan**

Greg Venable, Transportation Planner, reported that a year ago they received a grant from NCDOT to do a pedestrian planning study for the City. He stated it has taken over a year to get the contract worked out with the State. He then introduced Salena Chan and Matt Hayes with Alta Planning Plus Design to provide an update. The consultants will have a public meeting on the draft Pedestrian Plan in the City Hall Lobby on the 2nd floor from 6:00 p.m. to 8:00 p.m. tonight.

Mr. Hayes with Alta Planning Design gave a brief background of his firm being based in Durham and how they focus on bicycle pedestrian greenway planning and designing engineering. He gave some benefits as to why this was happening more in North Carolina from a health standpoint and that this would be giving people the ability to get out to exercise and participate in recreational activities. From an economic standpoint, people want to live in communities where they want a quality of life, aspect of life where they have places to walk, bike and get out with their families and pointed out this has the potential to even raise the property value.

He gave Condos and Apartments in Greensboro along the Greenway as an example. He asked how can High Point take advantage of that and look to the future while creating those quality of life measures. He noted they have been in the planning process for several months, which started out with the formation of a steering committee.

He touched on the Public Outreach aspect as follows:

- Website www.highpointmoves.weebly.com
- Interactive map

- User survey
- Steering Committee Outreach
- Lobby display in City Hall
- Outreach events
 - Farmer's market in May
 - Chamber of Commerce Conversation Café
 - Surveying at Hi-Trans Transit Center

He pointed out there are 250 unique users on the interactive map and briefly reported on the 300 survey responses which showed that 57 percent rated current walking conditions as being poor. He proceeded to identify the top three locations that need improvement: Lexington, Main, and Westchester/Eastchester.

He briefly reviewed and summarized the chapters outlined in the Pedestrian Plan:

Chapter 1: This was mainly to involve the High Point community and invite all people of all ages and abilities to walk for enjoyment, exercise, and daily transportation by providing a safe, convenient and inclusive pedestrian environment based on accessibility and connectivity.

Chapter 2: He discussed the existing conditions analysis to understand what is on the ground, the safety issues, 260 collisions from 2007-2012 and from the data base that the State maintains and nine of those crashes were fatal.

Chapter 3: He reviewed the policy for the Code of Ordinance, Development Ordinances, and draft complete streets.

Chapter 4: The programs were reviewed and education encouragement and to get kids to walk to school and open street events.

Chapter 5: The recommendations for sidewalks such as enhanced corridor which would be 28 miles proposed. Then for a new sidewalk which would be identified would entail approximately 70 miles proposed. The micro gaps were also identified with 1.2 miles proposed. Limited access crossing would be a big project for High Point as he pointed out for the highways and over passes. He gave an example for an intersection improvement. He noticed how transit is used heavily in High Point and provided some recommendations as to what amenity opportunities could be used for improvements.

Chapter 6: He briefly reviewed the implementation organizational chart and then the current prioritization methodology. He mentioned they took what was there and tweaked it and built upon it. He touched on the enhanced corridors as they would be future opportunities.

He then reviewed the next steps for Alta Planning Design and mentioned that they would have until October for staff, City Council and NCDOT to review the plan.

Council Member Alexander wanted to know if we had talked to the City of Jamestown regarding their sidewalk plans, how many people have interfaced with the Greenway and how people come out of City Lake Park where there is a narrow Bridge. He suggested that Mr. Hayes communicate with Jamestown to get the map. Council Member Alexander also pointed out when

the connection is made from Deep River Road to Penny Road, the traffic would increase and there would need to be a right hand turn to get off the Greenway and into City Lake Park.

Council Member Wagner suggested it would be a good idea if the consultant could provide a larger copy of the map that is contained in the plan.

Issuance of Series 2016 General Obligation Refunding Bonds

Mr. McCaslin added one more item to the agenda as this would be a change to the Finance Agenda item to Council's meeting tonight.

Director of Financial Services Jeff Moore explained there would be a change to the document that the Finance Committee actually saw during the Finance Committee Meeting held on Wednesday, September 14th and staff is recommending that this matter be pulled from tonight's Consent Agenda and placed on the Regular Agenda so an explanation could be given at the Council meeting and allow for further discussion if needed.

He explained that the bonds being proposed to be refunded are at 12 years in maturity and typically in a GO refunding strategy with a normal bond language, there is a 10-year non-callable and then callable beyond 10 years. He stated that is what they are basically taking advantage of calling those bonds in early to pay them off. He noted with only 2 years and \$2 million in stranded dollars that would still be out there, he is recommending making those non-callable based on the current market conditions. This would result in an additional \$55,000-\$60,000 in savings. His point was that the city would not get a lower interest rate than what is currently being offered. Mr. Moore advised that he had the bond attorneys redraft the proceedings for consideration at tonight's meeting.

Council Member Alexander asked if there would be any changes to the term or to the amount and Mr. Moore advised there would not be any changes, but staff is recommending moving forward to take advantage of these savings.

Mr. McCaslin informed City Council that immediately following the Council meeting tonight there would be a need to have a CLOSED SESSION for Economic Development purposes and a legal matter.

There being no further discussion, the meeting adjourned at 5:08 p.m. upon motion duly made and seconded.

Respectfully Submitted,

Maria A. Smith
Deputy City Clerk

CITY OF HIGH POINT

AGENDA ITEM



Title: Public hearing for Crown Mark expansion project

From: Loren Hill and Sandy Dunbeck
High Point Economic Development Corp.

Meeting Date: October 3, 2016

Advertising Date: September 23, 2016

Public hearing: yes

Advertised by: High Point EDC

Attachments: legal notice

PURPOSE:

- City Council will consider a request from Crown Mark to authorize up to \$181,000 in performance-based incentives for the company's expansion. The company would add \$11.7 million to the tax base and add 10 new jobs, with an average wage of \$50,000.

BACKGROUND:

- Crown Mark was started in 1983. The company specializes in residential furniture and accessories – for bedrooms, dining rooms, living rooms, and home offices.
- The company currently has 37 employees at its two High Point locations – a showroom at 204 East Green Street and a 100,000-square foot distribution facility that it leases at 4193 Eagle Hill Drive.
 - o The company's corporate offices are in Houston, Texas, where it also has a distribution center.
 - o The company's third distribution center is in Pomona, California.
- The company is considering purchasing land at 720 Gallimore Dairy Road and constructing a 250,000-sq. ft. distribution center, which it would own. The company could also construct an additional 100,000-square feet of flex space on the property in a second phase (the amount of the proposed incentive does not reflect the Phase 2 possibility).
- The High Point Planning & Zoning Commission is considering the annexation and zoning of this property on September 27, 2016 – and those cases could then come before the City Council on November 7, 2016.
- High Point and an out-of-state location are under consideration for this project.

BUDGET IMPACT:

- If the company meets all of the benchmarks outlined in a performance agreement, it could receive up to \$181,000 in installment payments over a three-year period. The source of that funding would be the City's Economic Development Incentive Fund, which is funded by general and electric revenues.

RECOMMENDATION / ACTION REQUESTED:

- The High Point EDC staff recommends that the City Council authorize up to \$181,000 in performance-based incentives for the Crown Mark expansion project at 720 Gallimore Dairy Road.
- The City Council authorizes the City Manager to execute a performance agreement with the company, containing benchmarks for the company to achieve and a schedule for the payment of such financial assistance.

Pursuant to N.C. General Statute 158-7.1, notice is hereby given that a public hearing will be held by the High Point City Council on Monday, October 3, 2016, at 5:30 p.m. in the Council Chambers, High Point Municipal Building, 211 S. Hamilton Street, High Point, NC, for the purpose of receiving public input on a funding request for a company which expects to expand at 720 Gallimore Dairy Road. The company proposes to add \$11.7 million to the local tax base and create 10 full-time jobs. The High Point City Council will consider authorizing up to \$181,000. The source of funding would be the Economic Development Incentive Fund, which is funded by general and electric revenues. The City would be authorized to provide this financial assistance upon the company's construction of a new building and job creation – pursuant to an incentive performance agreement containing benchmarks and schedule for the payment of such financial assistance. For further information, please call 336-883-3116.

CITY OF HIGH POINT AGENDA ITEM



Title: Electric Bucket Truck

From: Gary Smith, Fleet Director

Public Hearing: N/A

Attachments: Bid Recommendation

Meeting Date: October 3, 2016

Advertising Date / N/A

Advertised By: N/A

PURPOSE:

The Electric Department has a 1999 Ford F800 Terex bucket truck that needs repairs which exceed the value of the truck. Fleet Services discussed the options with the department and opted to sell the truck at auction instead of repairing. Using NC State Contract 765-03, a 2016 Ford F550 truck with a Altec AT40G 40' bucket has been identified as a replacement for council approval.

BACKGROUND:

The Electric Department has a 1999 Ford F800 Terex bucket truck that has over 8,300+ hours and numerous issues with the aerial bucket system and controls. The 2016 Ford F550 with a Altec AT40G bucket truck body being proposed is smaller than the one they were using, but is suitable for tight job sites and easier to maneuver. The price of \$121,304 is for the truck and body installation. Estimated delivery is 90-120 days.

BUDGET IMPACT:

Funds are available in 2016-17 budget

RECOMMENDATION / ACTION REQUESTED:

The Fleet Services Department recommends purchasing the new 2016 Ford F550 with a Altec AT40G bucket truck body from Piedmont Truck Center.



Former



Proposed



**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT: **Fleet Services**

COUNCIL AGENDA DATE: **October 3, 2016**

BID NO.: **NC State Term Contract** CONTRACT NO.: **765-03** DATE OPENED:

DESCRIPTION:
2016 Ford F550 with a Altec AT40G Bucket

PURPOSE:
The Electric Department had a 1999 Ford F800 Terex bucket truck that had over 8,300+ hours and numerous issues with the aerial bucket system and controls.

COMMENTS:
The 2016 Ford F550 with a Altec AT40G bucket truck body is smaller than the one they were using, but is suitable for tight job sites and easier to maneuver. The price of \$121,304 is for the truck and body installation. Estimated delivery is 90-120 days.

RECOMMEND AWARD TO: **Piedmont Truck Center** AMOUNT: **\$121,304**

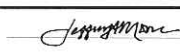
JUSTIFICATION:

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
501271	532401			\$121,304
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: **Gary L. Smith** Digitally signed by Gary L. Smith
Date: 2016.09.19 14:44:24 -04'00' DATE: **Sep 19, 2016**

The Purchasing Division concurs with recommendation submitted by the **Fleet Services and recommends award to the lowest responsible, responsive bidder **Piedmont Truck Center** in the amount of \$ **121,304.00**.**

PURCHASING MANAGER: **Erik Conti** Digitally signed by Erik Conti
DN: cn=Erik Conti, o=ou,
email=erik.conti@highpointnc.gov, c=US
Date: 2016.09.21 11:25:23 -04'00' DATE: **Sep 21, 2016**

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=jaffmoore@highpointnc.gov, c=US
Date: 2016.09.21 11:47:51 -04'00' DATE: **Sep 21, 2016**

CITY MANAGER: **Greg Demko** Digitally signed by Greg Demko
DN: cn=Greg Demko, o=High Point, ou=High Point,
email=greg.demko@highpointnc.gov, c=US
Date: 2016.09.21 11:47:51 -04'00' DATE: **Sep 21, 2016**

CITY OF HIGH POINT

AGENDA ITEM



Title: Ordinance to Demolish – 715 ONeil Street

From: Michael McNair, Director
Community Development & Housing

Meeting Date: October 3, 2016

Public Hearing: No

Advertising Date:

Advertised By:

Attachments:

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

PURPOSE:

A request by Community Development and Housing – Local Codes Section to adopt an ordinance ordering the inspector to demolish the dwelling at 715 ONeil Street.

BACKGROUND:

After a Complaint and Notice of Hearing was issued and a hearing held, an Order to Repair or Demolish was issued on 8/1/2016. No action occurred by the compliance date of 9/5/2016. The necessary repairs to the dwelling exceed its current tax value and the demolition is warranted.

The property has remained vacant since the expiration date of the Order to Repair or Demolish Notice. The property was sold to Robert Broadie on August 31, 2016.

BUDGET IMPACT:

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

RECOMMENDATION / ACTION REQUESTED:

Staff recommends the adoption of the requested ordinance to demolish this single family dwelling and the accessory structure based upon the enclosed staff report.

PENDING ACTION:

The ordinance becomes effective 30 days from the date of adoption. If there is no action by the property owner by the effective date of the ordinance, then asbestos testing and the demolition bid process will begin and the structure will be removed by the City. After City demolition, the property owner is billed for the cost. If the bill is unpaid, the City places a lien on the property.

**DEPARTMENT OF PLANNING AND DEVELOPMENT
INSPECTION SERVICES
HOUSING ENFORCEMENT DIVISION**

ORDINANCE

REQUEST: Ordinance to Demolish

PROPERTY

ADDRESS: 715 ONeil Street

OWNER:

Robert Broadie
Property obtained August 31, 2016

FIRST

INSPECTION:

5/24/2016

Summary of Major Violations due to Fire
1. Fire damaged rafters, ceiling joists, roof sheathing
2. Fire damaged floor system, covering, sheathing
3. Fire damaged exterior wall studs
4. Electrical system, plumbing system, HVAC system damaged due to fire

HEARING

RESULTS:

7/28/2016

No one appeared for the Hearing to discuss the violations. During the hearing the following Findings of Facts were established. There is numerous violations of the Minimum Housing Code. There are multiple structural violations in the house that make it unsafe. This request includes the accessory structure located on the property. In its present state, necessary repairs to the dwelling exceed 50% of the value of the structure.

ORDER(S)

ISSUED:

8/1/2016

Order to Repair or Demolish
Date of Compliance 9/5/2016

APPEALS:

No appeals to date.

OWNER

ACTIONS:

The property was sold to the current owner, who is determining how he wants to proceed with the property. Although at this time he does not have any permits issued he has spoken to the chief building inspector about the property and repairs that are needed.

EXTENSIONS:

None Requested







CITY OF HIGH POINT

AGENDA ITEM

**Title: Purchase of New Fare Boxes****From:** Mark McDonald, P.E., Transportation Director**Meeting Date:** October 3, 2016**Public Hearing:** N/A**Advertising Date /** N/A**Advertised By:****Attachments:** Sole Source Recommendation

PURPOSE:

The purchase of these five (5) additional units will allow the fare boxes to be standardized across the entire fleet even though only 14 of the 17 buses are being replaced.

BACKGROUND:

As part of the fleet replacement, new up-to-date fare box units are being purchased to allow the transit system to take advantage of new fare collection technologies in the future as well as reduce the maintenance cost of fare collection.

BUDGET IMPACT:

The cost of the additional units is \$60,237.05. Funds for this purchase have been budgeted as part of the fleet replacement.

RECOMMENDATION / ACTION REQUESTED:

Staff recommends the approval of the sole source procurement of the additional fare boxes and associated equipment.



Fast Fare® Revolutionary Farebox

Fast Fare combines traditional fare media with emerging technology providing the flexibility to expand as new technology becomes available.

- Seamless integration with e-Fare® web based fare system and mobile ticketing
- Innovative new design improves passenger interface and usability while providing a state-of-the-art fleet image
- Reliability and ease of maintenance minimizes repair time and maximizes up time

Accepted Fare Media



Downloads

[Fast Fare Revolutionary Farebox Product Information PDF](#)



PEM (Printer/Encoder Machine)

Enables service agents to issue and upgrade smart cards; prints receipts and audits tickets

- Allows agents to issue and upgrade smart cards
- Touch-screen display for ease of use
- Prints receipts and audits tickets
- Allows batch mode for bulk issuance of magnetic and smart cards

Accepted Fare Media



Downloads

[PEM Product Information PDF](#)



Financial Services
Purchasing Division



Requisition # 15160

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

Vendor: Genfare

Item(s): Fast Fare Fareboxes with Smart Card Readers

Justification:

These are 5 additional units that will replace the older units on the 3 remaining buses that are not being replaced for another 1 to 4 years and also provide 2 spare units. These new units have new technology and will keep the fare collection on the entire fleet standardized. Genfare does not use distributors as they manufacture and sell the units.

Estimated expenditure for the above item(s): \$60,237.05

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

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

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

Department Head/Authorized Personnel

Mark V.
McDonald

Digitally signed by Mark V. McDonald
DN: cn=Mark V. McDonald, o=City of High Point,
ou=Transportation,
email=mark.mcdonald@highpointnc.gov, c=US
Date: 2016.09.26 09:28:35 -0400

Department/Division

Transportation/Transi

Date 09/23/2016

Approval Process

Under \$5,000 (Purchasing Manager)

\$5,000-\$30,000 (Financial Services Director)

\$30,000 – Up (City Council)

Erik Conti

Digitally signed by Erik Conti
DN: cn=Erik Conti, o, ou, email=erik.conti@highpointnc.gov, c=US
Date: 2016.09.26 08:33:54 -0400

Jeffrey A. Moore

Digitally signed by Jeffrey A. Moore
DN: cn=Jeffrey A. Moore, o=City of High Point, NC, ou=Financial
Services Director, email=jeff.moore@highpointnc.gov, c=US
Date: 2016.09.26 10:37:40 -0400

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: 17-DG-025

CITY OF HIGH POINT

WBS ELEMENT: 36223.13.9.2

AGREEMENT NUMBER: 2000005727

THIS AGREEMENT made this the 19 day of October, 2016, (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. This is a request to disburse up to \$600,000 for each market subject to appropriations by the Legislature.

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%)
36223.13.9.2	\$1,200,000	\$0	\$1,200,000	\$0
Agreement #				
Project Total	Project Total	Project Total Federal	Project Total State	Project Total Local
	\$1,200,000	\$0	\$1,200,000	\$0

- 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, 2016 TO JUNE 30, 2017** 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:
- 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>).
 - 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: Angela W Wynes Title: Transit Manager Agency: City of High Point Postal: 716 W Martin Luther King Jr Dr Address: High Point, NC 27262 City/Zip: Phone: 336-883-3062 Fax: 336-822-7175 Email: angela.wynes@highpointnc.gov	Name: Angela W Wynes Title: Transit Manager Agency: City of High Point Street: 716 W Martin Luther King Jr. Dr Address: High Point, NC 27262 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: 6/30

BY:

Greg Demko

TITLE:

CITY MANAGER



ATTEST:

TITLE:

Kim B. Varley
City Clerk

DEPARTMENT OF TRANSPORTATION

BY:

Heather A. Weathers

TITLE:

DEPUTY SECRETARY FOR TRANSIT

ATTEST:

TITLE:

Sereca W. Batts
SECRETARY



RECEIVED

OCT 11 2016

NC DOT
Public Transportation Division

APPENDIX A

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION DIVISION

PROJECT NUMBER: 17-DG-025

APPROVED BUDGET SUMMARY

EFFECTIVE DATE 7/1/2016

PROJECT SPONSOR: CITY OF HIGH POINT

PROJECT DESCRIPTION: FY2017 DEMONSTRATION GRANT PROGRAM

I. TOTAL PROJECT EXPENDITURES

DEPARTMENT - 4522 OPERATING - 36223.13.9.2 \$1,200,000
PERIOD OF PERFORMANCE JULY 01, 2016 - JUNE 30, 2017

II. TOTAL PROJECT FUNDING

		<u>TOTAL</u>	<u>FEDERAL</u>	<u>STATE</u>	<u>LOCAL</u>
4522-OPERATING	36223.13.9.2	100%	0%	100%	0%
AGREEMENT #	200005727	\$1,200,000	\$0	\$1,200,000	\$0
TOTAL		\$1,200,000	\$0	\$1,200,000	\$0

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION DIVISION
APPROVED PROJECT BUDGET

PROJECT: 17-DG-025
SPONSOR: CITY OF HIGH POINT
WBS: 36223.13.9.2

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

CITY OF HIGH POINT

AGENDA ITEM



Title: Resurfacing of Parking Lots for Parks and Recreation Facilities

From: Lee Tillery –Parks and Recreation Director
Tyler Berrier – Civil Engineer

Meeting Date: October 3, 2016

Public Hearing: N/A

Advertising Date: August 29 – Sept. 14, 2016
Advertised By: Purchasing

Attachments: Attachment A – Bid Tabulations

PURPOSE:

The Parks and Recreation Department has budgeted for the Resurfacing of City of High Point maintained parking lots. Based on surface condition, these parking lots have been identified to be resurfaced. The Purchasing Department issued bid documents for this project on August 21, 2016.

BACKGROUND:

At the September 14th bid opening, Blythe Construction was the low bidder of the 4 qualified bidders that submitted a bid. Parking lots to be repaved are Oakview and Southside Recreation Centers, Oak Hollow Marina, Oak Hollow Golf Course and Sailboat Point off Waterview.

BUDGET IMPACT:

Funds for this project are available in the FY 2016-2017 annual budget.

RECOMMENDATION / ACTION REQUESTED:

The Parks and Recreation Department recommends approval of the contract and that the appropriate City official and/or employee be authorized to execute all necessary documents to award the project to Blythe Construction, Inc. in the amount of \$443,309.⁰⁰.



**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT: **Parks & Recreation Department**

COUNCIL AGENDA DATE: **October 3, 2016**

BID NO.: **09-091416**

CONTRACT NO.:

DATE OPENED: **Sep 14, 2016**

DESCRIPTION:

Resurfacing of Parks and Recreation Parking Lots

PURPOSE:

The Parks and Recreation Department has budgeted for the Resurfacing of City of High Point maintained parking lots. Based on surface condition, these parking lots have been identified as "in need" to be resurfaced. The Purchasing Department issued bid documents for this project on August 21, 2016.

COMMENTS:

The City of High Point Parks and Recreation Department is requesting approval to award this contract to perform Resurfacing.

RECOMMEND AWARD TO: **Blythe Construction Co.**

AMOUNT: **\$443,309.00**

JUSTIFICATION:

At the September 14th bid opening, Blythe Construction was the low bidder of the 4 qualified bidders that submitted a bid.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
401410	533701	401171024005	40202	\$492,000.00
TOTAL BUDGETED AMOUNT				\$492,000.00

DEPARTMENT HEAD:

P. Lee Tillery

Digitally signed by P. Lee Tillery
DN: cn=Erik Conti, o=City of High Point, NC,
email=erik.conti@highpointnc.gov, c=US
Date: 2016.09.20 11:53:06 -04'00'

DATE: **Sep 20, 2016**

The Purchasing Division concurs with recommendation submitted by the **Parks and Rec. Dept.** and recommends award to the lowest responsible, responsive bidder **Blythe Construction, Inc.** in the amount of \$ **443,309.00**.

PURCHASING MANAGER:

Erik Conti

Digitally signed by Erik Conti
DN: cn=Erik Conti, o=City of High Point, NC,
email=erik.conti@highpointnc.gov, c=US
Date: 2016.09.20 13:49:56 -04'00'

DATE: **Sep 20, 2016**

Approved for Submission to Council

FINANCIAL SERVICES DIRECTOR:

Jeffrey A. Moore

Digitally signed by Jeffrey A. Moore
DN: cn=Jeffrey A. Moore, o=City of High Point, NC,
ou=Financial Services Director,
email=jff.moore@highpointnc.gov, c=US
Date: 2016.09.21 09:55:55 -04'00'

DATE: **Sep 21, 2016**

CITY MANAGER: **Greg Demko**

Digitally signed by Greg Demko
DN: cn=Greg Demko, o=High Point, ou=High Point,
email=greg.demko@highpointnc.gov, c=US
Date: 2016.09.21 11:30:13 -04'00'

DATE: **Sep 21, 2016**

Bid Tabulation
Bid # 09-091416
Resurfacing Parking Lots P&R
Wednesday, September 21, 2016, 2:00 PM

<u>BIDDERS</u>	<u>BID</u>
APAC – Thomas Arthur	\$527,171.50
Blythe Construction	\$443,309.00
Sharpe Brothers	\$449,470.22
Waugh Asphalt	\$536,413.47