

City of High Point

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



Meeting Agenda

Monday, September 21, 2020

5:30 PM

Council Chambers

City Council

*Jay W. Wagner, Mayor
Christopher Williams, Mayor Pro Tem
Michael A. Holmes, S. Wesley Hudson,
Cyril Jefferson, Tyrone E. Johnson, Victor Jones,
Britt W. Moore, Monica L. Peters*

As part of the city of High Point's on-going COVID-19 mitigation efforts, in-person attendance will not be allowed at this meeting. Instead, the meeting will be live-streamed and the public can listen to the meeting as it is being live-streamed by clicking on the following link www.HighPointNC.gov/VirtualPublicMeeting.

ROLL CALL, PRAYER, AND PLEDGE OF ALLEGIANCE

RECOGNITIONS AND PRESENTATIONS

[2020-355](#)

Proclamation - National Recovery Month
Mayor Wagner will read a proclamation declaring the month of September 2020 as National Recovery Month.

Attachments: [Nat Recovery Month Proclamation](#)

[2020-356](#)

Proclamation - Extraordinary Educators
Mayor Wagner will read a proclamation recognizing extraordinary educators in the City of High Point.

Attachments: [Extraordinary Educators 2020 Proclamation](#)

STRATEGIC PLAN UPDATE

PUBLIC COMMENT PERIOD

[2020-357](#)

Public Comment Period

A Public Comment Period will be held on Monday, September 21, 2020 at 5:30 p.m.

As part of the city of High Point's COVID-19 mitigation efforts, in-person public attendance will not be allowed at this meeting. Instead, the city will be live streaming this meeting. Once the City Council is in Session, please click on the following link to listen to the meeting as it is being live-streamed

www.highpointnc.gov/VirtualPublicMeeting

<<http://www.highpointnc.gov/VirtualPublicMeeting>>

Although the public is unable to physically participate in the meeting, the public can submit comments by

1. Calling 336-883-3522 and leaving a message, or by
2. Emailing written comments to publiccomment@highpointnc.gov <<mailto:publiccomment@highpointnc.gov>>, or by
3. Dropping off written comments in the city of High Point's utility payment drop-boxes located on both sides of the Municipal Building located at 211 S. Hamilton Street in the Green Drive and the Commerce Avenue parking lots.

All comments received will be forwarded to the City Council and will be

incorporated as part of the permanent proceedings of the September 21, 2020 City Council Meeting. The city of High Point's Public Comment Policy restricts comments to no more than three (3) minutes which will apply for the telephone message submission. Email submissions and written comments should be kept at 350 words or less. The deadline for submitting public comments is Friday, September 18 at 5:00 p.m.

FINANCE COMMITTEE - Council Member Moore, Chair

CONSENT AGENDA ITEMS

[2020-346](#) Contract - Amick Equipment Company - Freightliner Rear Loading Refuse Truck
City Council is requested to award a contract to Amick Equipment Company in the amount of \$188,885.63 for the purchase of one (1) Freightliner truck with New Way Rear Loading Refuse body using the NC Sheriffs' Association procurement contract; for use by the Environmental Services Division and declare the old truck as surplus and disposing through the online auction process.

Attachments: [Contract-Fleet_Rear Loading Refuse Truck](#)

[2020-347](#) Contract - Piedmont Truck Center - Western Star Tandem Axle Dump Truck
City Council is requested to award a contract to Piedmont Truck Center in the amount of \$178,804 for the purchase of one (1) 2021 Western Star tandem axle truck with dump body for use by the Storm Water Division of the Public Services Department; and declare the old truck as surplus and disposing through the online auction process.

Attachments: [Contract-Fleet- Western Star-Tandem Axle Dump Truck](#)

[2020-348](#) Resolution - HPPD K-9 Rudo
City Council is requested to approve High Point Police Department K-9 Rudo be declared surplus property and that High Point Police Department be allowed to retire him.

Attachments: [PD Resolution Retirement of K-9](#)

[2020-349](#) Ordinance - HPPD - Proceeds From Sale of Retired Police Badges
A budget ordinance is needed to appropriate funds for a special allocation totaling \$34,625 of general budget funds derived from the sales proceeds of retired police badges and will be applied to the purchase of new badges.

Attachments: [Budget Ordinance_HPPD- Retired PD Badges_Sales Proceeds](#)

[2020-350](#) Resolution - Piedmont Triad Regional Mobility Management Call Center (PART)
City Council is requested to approve the continuation of an interlocal agreement with Piedmont Triad Regional Mobility Management (PART) for

the operation of a regional call center.

Attachments: [Resolution-Transit-Call Center Interlocal Agreement](#)

2020-351

Contract - EZGO Golf Cart Three (3) Year Lease Program

City Council is requested to approve a contract extension of the City of High Point Parks & Recreation golf cart lease program for both Oak Hollow and Blair Park golf courses with EZGO, Inc. in the amount of \$373,515 for three years beginning October 2020.

Attachments: [EZGO Contract Extension October 2020](#)

2020-352

Contract - HH Architecture - City Lake Park Master Plan

City Council is requested to award a contract to HH Architecture in the amount of \$417,300 for design development services for the High Point City Lake Park Site Master Plan Phase 1.

Attachments: [Contract P&R-HH Architecture City Lake Park Master Plan](#)

2020-353

Ordinance - High Point Historical Society Donation

City Council is requested to approve a donation in the amount of \$6,000 from the High Point Historical Society to fund Museum Park Interpreter positions for the FY20-21.

Attachments: [HP Historical Society Ordinance](#)

2020-354

Ordinance - Housing Bonds - Housing Authority - Daniel Brooks Redevelopment

City Council is requested to approve a Capital Project Ordinance to appropriate \$6,500,000 for the Housing Authority's Daniel Brooks redevelopment plan.

Attachments: [Ordinance Capital Project-Daniel Brooks Redevelopment](#)

REGULAR AGENDA ITEMS

PROSPERITY & LIVABILITY COMMITTEE - Council Member Hudson,

Chair

2020-362

Prosperity & Livability Committee - Creation of Marketing & Branding Task Force

City Council is requested to approve the creation of a Marketing & Branding Task Force and the appointees proposed by the Prosperity & Livability Committee.

Attachments: [Agenda Memo](#)

COMMUNITY DEVELOPMENT COMMITTEE - Mayor Pro Tem Williams,

Chair

2020-358

Ordinance - Demolition of Dwelling - 723 Fairview Street

Adoption of an ordinance ordering the building inspector to effectuate the

demolition of a dwelling located at 723 Fairview Street belonging to Heirs of Va Mae Huntley.

Attachments: [723 Fairview Council Packet 2](#)

[2020-359](#)

Ordinance - Demolition of Dwelling - 1207 Green Drive

Adoption of an ordinance ordering the building inspector to effectuate the demolition of a dwelling located at 1207 Green Drive belonging to Heirs of Mary McCormick.

Attachments: [1207 W Green Dr Council Packet 3](#)

PLANNING & DEVELOPMENT - Mayor Jay Wagner

PUBLIC HEARINGS

[2020-316](#)

George Pitts and Lala Pitts-Annexation 20-05 (Continued Public Hearing)

A request by George Pitts and Lala Pitts for a voluntary noncontiguous annexation of approximately 15.5 acres located along the south side of National Service Road, approximately 200 feet east of Sandy Ridge Road. The property is addressed as 8051 National Service Road and 2520 Sandy Ridge Road, and also known as Guilford County Tax Parcel Guilford County Tax Parcels 170819 and 170821.

Note: The Public Hearing for this matter was held on Monday, August 17, 2020 at 5:30 p.m. Council took action to continue the public hearing to Monday, September 21, 2020 at 5:30 p.m.

Attachments: [Staff Report \(AN-20-05\).pdf](#)

[2020-317](#)

UMA Geotechnical Construction - Zoning Map Amendment 20-13 (Continued Public Hearing)

A request by UMA Geotechnical Construction to rezone approximate 15.5 acres from the Residential Single Family-40 (RS-40) District and the Agricultural (AG) District, both within Guilford County's zoning jurisdiction, to a Conditional Zoning Light Industrial (CZ-LI) District. The site is located along the south side of National Service Road, approximately 200 feet east of Sandy Ridge Road (8051 National Service Road and 2520 Sandy Ridge Road). Approval of this rezoning request is contingent upon City Council approval of a voluntary annexation request.

Note: The Public Hearing for this matter was held on Monday, August 17, 2020 at 5:30 p.m. Council took action to continue the public hearing to Monday, September 21, 2020 at 5:30 p.m.

Attachments: [Staff Report ZA-20-13.pdf](#)

[2020-361](#)

Lindsay Commercial Properties - Zoning Map Amendment 20-15

A request by Lindsay Commercial Properties to rezone approximately 1.1 acres from the Conditional Use General Business (CU-GB) District to a Light Industrial (LI) District. The site is located along the east side of King

Street, approximately 175 feet south of West Market Center Drive (1709 King Street).

Attachments: [Staff Report ZA-20-15](#)

2020-360

City of High Point - Zoning Map Amendment 20-16

A request by the High Point City Council to rezone 389 properties, totaling approximately 124 acres, as part of the Comprehensive Zoning Map Amendment project. The properties are located within the Hartley Square Condominium development (Ingleside Drive), a portion of the Hartley Ridge Apartment complex (Ingleside Drive), 2701 Ingleside Drive, Franklin Ridge Apartment complex (W. Hartley Drive), the Brookdale Assisted Living Facility (201 W. Hartley Drive), Fox Hollow Apartment complex (W. Hartley Drive), 4111 Greenvally Drive, Westchester Keys Apartment complex (Westchester Drive), Copper Mill Village Apartment complex (Hickwood Road), Castle Pines Townhome subdivision (Woodpark Drive), Eagle Glen Townhome subdivision (Penny Road) and the Greenside Townhome subdivision (Penny Road).

Attachments: [Staff Report ZA-20-16](#)

GENERAL BUSINESS AGENDA

2020-363

Discussion - The Pit

City Council is requested to review a request for an event to be held at the Pit and discuss usage parameters to provide staff with guidance.

Attachments: [The Pit](#)

2020-364

Appointment- Human Relations Commission

Council member Jones is recommending the appointment of Betsy Clark to the Human Relations Commission. Ms. Clark will fill the unexpired term of Ann Dawson, who has resigned. Appointment to be effective immediately and will expire on November 1, 2021.

Attachments: [Human Relations Commission \(Betsy Clark\)](#)

2020-368

Contract - CIGNA Renewal - Employee Health/Dental Care

City Council is requested to authorize the Interim City Manager to execute a twelve (12) month contract with Cigna Healthcare for health and dental care coverage for city employees effective January 1, 2021, to December 31, 2021.

Attachments: [Cigna Contract 2020 Council agenda 091720](#)

2020-365

Minutes To Be Approved

Finance Committee; August 13, 2020 @ 4:00 p.m.

Special Meeting of City Council; August 17th @ 4:30 p.m.

Regular Meeting of City Council; August 17, 2020 @ 5:30 p.m.

Public Safety Committee; August 19, 2020 @ 4:00 p.m.

Recessed Meeting of City Council; August 19, 2020 @ 5:30 p.m.

Community Development Committee; September 8th @ 4:00 p.m.

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

Special Meeting of City Council; September 9th @ 1:30 p.m.

Special Meeting of City Council; September 14th @ 3:30 p.m.

- Attachments:** [1. August 13 2020 Finance Committee Minutes.pdf](#)
[2. August 17 2020 Special Meeting Minutes.pdf](#)
[3. August 17 2020 High Point City Council Minutes.pdf](#)
[4. August 19 2020 Recessed Meeting Minutes.pdf](#)
[5. August 19 2020 Public Safety Committee Minutes.pdf](#)
[6. September 8 2020 Community Development Committee Minutes.pdf](#)
[7. September 9 2020 Prosperity & Livability Committee Minutes.pdf](#)
[8. September 9 2020 Special Meeting Minutes.pdf](#)
[9. September 14, 2020 High Point City Council Minutes.pdf](#)

ADJOURNMENT



FINANCE COMMITTEE
(Virtual Meeting)
Chaired by Council Member Moore
Members: Moore, Holmes, Peters, and Jones
August 13, 2020 – 4:00 p.m.
3rd Floor Council Chambers

Present (2): Chairman Britt Moore; Committee Member Victor Jones
Participating

Remotely (1): Committee Member Michael Holmes;

Absent (1): Committee Member Monica Peters

Staff Present:

Randy McCaslin, Interim City Manager; Greg Ferguson, Assistant City Manager, Eric Olmedo, Assistant City Manager; Lee Tillery, Parks & Recreation Director; Michael McNair, Community Development Director; Kim Thore, Right of Way Coordinator; Lisa B. Vierling, City Clerk; and Mary S. Brooks, Deputy City Clerk

Staff Participating

Remotely: JoAnne, Carlyle, City Attorney; Bobby Fitzjohn, Director of Financial Services; Terry Kuneff, Civil Engineer III; Mark McDonald, Transportation Director; Tyler Berrier, Electric Utilities Assistant Director; Erik Conti, Purchasing Manager; Sandy Dunbek, High Point Economic Development Corporation, Executive Vice President

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www.HighPointNC.gov/VirtualPublicMeeting

CALL TO ORDER

Chairman Moore called the meeting to order at 4:01 p.m.

PRESENTATION OF ITEMS**2020-303 Contract - KI Furniture - High Point Police Department**

City Council is requested to award a contract to KI Furniture in the amount of \$710,248.28 for the total comprehensive furnishings for the new High Point Police Department. KI is an approved North Carolina State Contract (420A) manufacturer and their proposal was submitted utilizing at or below state contract pricing.

Erik Conti, Purchasing Manager, reported that the City of High Point's new Police Department would be purchasing furniture for the entire facility with a budget of \$750,000; said there were three proposals received and were evaluated by a selection committee comprised of Police Department, Facilities and Purchasing staff. Evaluations were based on; site visit, experience with similar projects, product selection, product quality and warranty. KI scored the highest of the three and was also the lowest in price on the overall proposal. Proposals were obtained from:

- KI: \$710,248.28
- High Point Furniture: \$750,237.97
- Miller At Work: \$825,922.40

Staff is recommending approval of the contract to KI Furniture in the amount of \$710,248.28.

Chairman Moore inquired on the timeframe the furniture would be delivered. Mr. Conti replied that it would be between 4-6 weeks; and it is anticipated that the furniture will be ready when the building is opened.

Chairman Moore moved to forward this matter to the City Council with a favorable recommendation and place it on the August 17, 2020 City Council Finance Committee Consent Agenda for approval. Committee Member Holmes made a second to the motion. Following a roll call vote by Chairman Moore, the motion carried by the following unanimous 3-0 vote:

Aye (3): Chairman Moore, Committee Member Jones, and Committee Member Holmes

Absent (1): Committee Member Peters

2020-304 Contract - Change Order - Sharpe Brothers - Cedrow Subdivision

City Council is asked to approve a change order with Sharpe Brothers, Inc. for the amount of \$18,556.78 to cover costs for clearing fifteen (15) trees, and for an additional 6" gate valve necessary for the installation and testing of the new waterline.

Terry Kuneff, Civil Engineer III, reported that the change order in the amount of \$18,556.78 to cover costs for clearing fifteen (15) trees, and for an additional 6" gate valve necessary for the installation and testing of the new waterline; and that the total amount of the two change orders combined is greater than the authorized \$90,000.00 limit. Staff is recommending approval of the change order with Sharpe Brothers, Inc. in the amount of \$18,556.78.

Committee Member Jones moved to forward this matter to the City Council with a favorable recommendation and place it on the August 17, 2020 City Council Finance Committee Consent Agenda for approval. Chairman Moore made a second to the motion. Following a roll call vote by Chairman Moore, the motion carried by the following unanimous 3-0 vote:

Aye (3): Chairman Moore, Committee Member Jones, and Committee Member Holmes

Absent (1): Committee Member Peters

2020-305 Contract - Asplundh Tree Expert Co.

City Council is requested to continue a contract in the amount of \$1,161,800 utilizing Asplundh Tree Expert Co. to provide line clearance tree services (tree trimming) for the upcoming fiscal year.

Tyler Berrier, Electric Utilities Assistant Director reported that each year High Point participates in the ElectriCities Joint Purchasing Agreement. This program allowed Cities to bid as a large quantity, usually resulting in lower pricing. Continuation of this contract would allow Asplundh Tree Expert Co. to provide line clearance tree services (tree trimming) for the upcoming fiscal year. Staff is recommending approval of the continued contract in the amount of \$1,161,800.00.

Chairman Moore moved to forward this matter to the City Council with a favorable recommendation and place it on the August 17, 2020 City Council Finance Committee Consent Agenda for approval. Committee Member Jones made a second to the motion. Following a roll call vote by Chairman Moore, the motion carried by the following unanimous 3-0 vote:

Aye (3): Chairman Moore, Committee Member Jones, and Committee Member Holmes

Absent (1): Committee Member Peters

2020-306 Contract - James River Equipment - John Deere Wheel Loader

City Council is requested to award a contract to James River Equipment in the amount of \$196,503.70 for the purchase of a John Deere 624L wheel loader and to declare the old loader as surplus and disposing through the online auction process.

Gary Smith Fleet Services Director, reported that the Ingleside compost facility had a John Deere 624K wheel loader in need of replacement based on hours and overall condition; said the contract would include an extended warranty (additional three years, five thousand hours, \$3,600 installment), operator training, and delivery; and that delivery was estimated at 120-150 days. Staff is recommending the approval of a contract with James River Equipment in the amount of \$193,503.70.

Chairman Moore moved to forward this matter to the City Council with a favorable recommendation and place it on the August 17, 2020 City Council Finance Committee Consent Agenda for approval. Committee Member Jones made a second to the motion. Following a roll call vote by Chairman Moore, the motion carried by the following unanimous 3-0 vote:

Aye (3): Chairman Moore, Committee Member Jones, and Committee Member Holmes

Absent (1): Committee Member Peters

2020-307 Contract - James River Equipment - John Deere Excavator

City Council is requested to award a contract to James River Equipment in the amount of \$255,124 for the purchase of a John Deere 300G excavator from James River Equipment and to declare the old excavator as surplus and disposing through the online auction process.

Gary Smith, Fleet Services Director, reported that The Landfill Division of Public Services had a 2006 Caterpillar 325DL excavator in need of replacement based on hours and overall condition; the contract included an extended warranty, manuals, operator training, and delivery. Delivery is estimated at 120-150 days. Staff is recommending the approval of the contract with James River Equipment in the amount of \$255,124.00; and to declare the old excavator as surplus to be disposed of through the online auction process.

Chairman Moore moved to forward this matter to the City Council with a favorable recommendation and place it on the August 17, 2020 City Council Finance Committee Consent Agenda for approval. Committee Member Holmes made a second to the motion. Following a roll call vote by Chairman Moore, the motion carried by the following unanimous 3-0 vote:

Aye (3): Chairman Moore, Committee Member Jones, and Committee Member Holmes

Absent (1): Committee Member Peters

2020-308 Contract - Alta Planning & Design - Greenway Master Plan

City Council is requested to award a contract to Alta Planning & Design for professional consulting services to assist in the development of a comprehensive Greenway Master Plan.

Lee Tillery, Parks and Recreation Director reported that The High Point Parks and Recreation Department was seeking professional consulting services to assist in the development of a comprehensive Greenway Master Plan; said the last Plan was completed ten years ago. Staff is recommending approval of this recommendation and for authorization of City Management to execute a contract with Alta Planning and Design for these services.

Chairman Moore inquired on the cost; and timeframe for the request. Mr. Tillery replied the Parks and Recreation budget impact would be \$20,000; and that the services would take 6 to 7 months to complete.

Chairman Moore moved to forward this matter to the City Council with a favorable recommendation and place it on the August 17, 2020 City Council Finance Committee Consent Agenda for approval. Committee Member Jones made a second to the motion. Following a roll call vote by Chairman Moore, the motion carried by the following unanimous 3-0 vote:

Aye (3): Chairman Moore, Committee Member Jones, and Committee Member Holmes

Absent (1): Committee Member Peters

2020-309 Contract - Spectrum Southeast LLC - Installation & Bulk Service

Agreement - Cable Services - Oak Hollow Campground

City Council is requested to approve a Nonexclusive Installation and Bulk Service Agreement 10-year contract between Spectrum Southeast LLC and the City of High Point effective September 1, 2020.

Lee Tillery, Parks and Recreation Director reported that the proposed contract was to establish a long-term cable contract for Oak Hollow Campground to ensure services for the next ten years, build upon our current infrastructure and limit rate increases over the period of the contract. Staff is recommending approval of the Non-exclusive Installation

and Bulk Service Agreement 10-year contract between Spectrum Southeast LLC and the City of High Point effective September 1, 2020.

Chairman Moore inquired on how Oak Hollow Campground was doing in regard to the impact of COVID-19. Mr. Tillery replied that the Campground suffered the first two months but was continuing to improve.

Chairman Moore moved to forward this matter to the City Council with a favorable recommendation and place it on the August 17, 2020 City Council Finance Committee Consent Agenda for approval. Committee Member Jones made a second to the motion. Following a roll call vote by Chairman Moore, the motion carried by the following unanimous 3-0 vote:

Aye (3): Chairman Moore, Committee Member Jones, and Committee Member Holmes

Absent (1): Committee Member Peters

2020-310 Resolution - Sale of City Owned Property - 1114 Tipton Street

City Council is requested to adopt a resolution accepting the offer of \$22,000 and authorizing the sale of City owned property located at 1114 Tipton Street, Parcel No. 187490 through the upset bid procedure of N.C.G.S. 160A-269 and direct the City Clerk to publish a public notice of the proposed sale in accordance with N.C.G.S. 160A-269.

Kim Thore, Right of Way Coordinator, reported MB Enterprises, LLC has offered a bid of \$22,000 for City owned property located at 1114 Tipton Street, Parcel No. 187490. Staff is recommending approval of accepting the offer of \$22,000.00 and authorizing the sale of City Owned Property located at 1114 Tipton Street.

Chairman Moore asked was there a structure on the property. Ms. Thore replied yes, and that it needed repairs.

Chairman Moore moved to forward this matter to the City Council with a favorable recommendation and place it on the August 17, 2020 City Council Finance Committee Consent Agenda for approval. Committee Member Holmes made a second to the motion. Following a roll call vote by Chairman Moore, the motion carried by the following unanimous 3-0 vote:

Aye (3): Chairman Moore, Committee Member Jones, and Committee Member Holmes

Absent (1): Committee Member Peters

2020-311 Interlocal Agreement - Guilford County CARES Act Funding - COVID-19

City Council is requested to approve an interlocal agreement between Guilford County and High Point regarding CARES Act funding and authorize the appropriate city official

to execute all necessary documents.

Eric Olmedo; reported the next three items: 2020-311, 2020-312, and 2020-313 were interrelated and would be combined for presentation; and would need to be voted on separately.

Guilford County: *Cities and Counties with populations of 500,000 or more received funding from the Federal Government under the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"). Guilford County received approximately \$93,700,000 in funding, since it is a unit of government with a population over 500,000. Under this act, there is no requirement that Guilford County share any of the funds with municipalities within the County, however, they have chosen to do so based on a formula using population. High Point's share of the funding based on population is \$1,113,220.*

Forsyth County: *Counties in North Carolina with populations under 500,000 received funding from the Federal Government under the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") as a pass through from the State of North Carolina. Forsyth County received approximately \$3,472,407 in funding, since it is a unit of government with a population under 500,000. Under this act, Forsyth County is required to share a portion of the funding with municipalities within the County. High Point's share of the funding based on population is \$1,281.*

Davidson County: *Counties in North Carolina with populations under 500,000 received funding from the Federal Government under the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") as a pass through from the State of North Carolina. Davidson County received approximately \$2,977,053 in funding, since it is a unit of government with a population under 500,000. Under this act, Davidson County is required to share a portion of the funding with municipalities within the County. High Point's share of the funding based on population is \$175,482.*

Committee Member Jones mentioned that there were \$20 million in small business grants; and inquired where the funding would go in the budget. Mr. Olmedo replied that funding would be used for reimbursement for COVID-19 related expenses.

Joanne Carlyle, City Attorney advised the committee that a motion for approval would need to include a resolution as well.

Chairman Moore moved to forward this matter to the City Council with a favorable recommendation and place it on the August 17, 2020 City Council Finance Committee Consent Agenda for approval. Committee Member Jones made a second to the motion.

Following a roll call vote by Chairman Moore, the motion carried by the following unanimous 3-0 vote:

Aye (3): Chairman Moore, Committee Member Jones, and Committee Member Holmes

Absent (1): Committee Member Peters

2020-312 Interlocal Agreement - Forsyth County - COVID-19 Relief Funds

City Council is requested to approve an interlocal agreement between Forsyth County and High Point regarding the grant of Coronavirus Relief Funds and authorize the appropriate city official to execute all necessary documents.

Chairman Moore moved to forward this matter to the City Council with a favorable recommendation and place it on the August 17, 2020 City Council Finance Committee Consent Agenda for approval. Committee Member Jones made a second to the motion. Following a roll call vote by Chairman Moore, the motion carried by the following unanimous 3-0 vote:

Aye (3): Chairman Moore, Committee Member Jones, and Committee Member Holmes

Absent (1): Committee Member Peters

2020-313 Interlocal Agreement - Davidson County CARES Act Funding - COVID-19

City Council is requested to approve an interlocal agreement between Davidson County and High Point regarding CARES Act funding and authorize the appropriate city official to execute all necessary documents.

Chairman Moore moved to forward this matter to the City Council with a favorable recommendation and place it on the August 17, 2020 City Council Finance Committee Consent Agenda for approval. Committee Member Jones made a second to the motion. Following a roll call vote by Chairman Moore, the motion carried by the following unanimous 3-0 vote:

Aye (3): Chairman Moore, Committee Member Jones, and Committee Member Holmes

Absent (1): Committee Member Peters

2020-320 Ordinance - Economic Development Incentive Fund Budget Ordinance

City Council is requested to adopt an ordinance to appropriate a pass-through grant from the NC Department of Commerce's One North Carolina Fund. The Department of Commerce has notified the City that the requirements of the grant have been satisfied and the city has received \$160,000 to be passed through to Central Square (formerly Superion, LLC). *Eric Olmedo, Assistant City Manager reported that the requirement of the grant had been satisfied and the city had received \$160,000 to be passed through to Central Square (formerly Superion, LLC); and that staff was recommending approval of the budget amendment.*

Committee Member Jones moved to forward this matter to the City Council with a favorable recommendation and place it on the August 17, 2020 City Council Finance Committee Consent Agenda for approval. Chairman Moore made a second to the motion. Following a roll call vote by Chairman Moore, the motion carried by the following unanimous 3-0 vote:

Aye (3): Chairman Moore, Committee Member Jones, and Committee Member Holmes

Absent (1): Committee Member Peters

ADJOURNMENT

There being nothing further to come before the Finance Committee, the meeting adjourned at 4:31 p.m. upon motion duly made and seconded.

Respectfully submitted,

Mary S. Brooks, Deputy City Clerk

Britt Moore, Chairman

AN ORDINANCE AMENDING THE 2020-2021 BUDGET ORDINANCE OF THE CITY OF HIGH POINT,
NORTH CAROLINA TO APPROPRIATE FUNDS FOR THE SALES PROCEEDS
OF RETIRED POLICE BADGES

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

Section 1. The High Point Police Department has received an additional \$34,625 for Sales Proceeds of Retired Police Badges.

Section 2. The 2020-2021 Budget Ordinance of the City of High Point, should be amended as follows:

(A) That the following Miscellaneous & Other Revenues be amended as follows:

Miscellaneous & Other Revenues \$34,625

(B) That the following Supplies, Parts, and Tools expenditures be amended as follows:

Expenditures – Uniforms & Clothing \$34,625

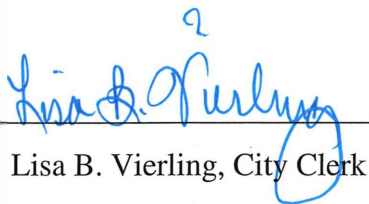
Section 3. That all ordinances, or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

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

Adopted by the City Council
City of High Point, North Carolina

The 21st day of September, 2020.

ATTEST:


Lisa B. Vierling, City Clerk



"A CAPITAL PROJECT ORDINANCE AMENDMENT
OF THE CITY OF HIGH POINT, NORTH CAROLINA FOR THE
HOUSING AUTHORITY PROJECT

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

Section 1. The Project is for the development of affordable housing in the City of High Point. The project will serve the citizens of the City of High Point. The Project will be paid by proceeds from general obligation bonds.

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

Bond Proceeds	\$6,500,000
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Section 3. The following amounts are appropriated for the Project:

Contributions to Other Agencies	\$6,500,000
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Section 4. The Financial Services Director is hereby directed to maintain a Capital Project with sufficient detail accounting records to allow compliance with G.S. 159-28 Budgetary accounting for appropriations

Section 5. Copies of this capital project ordinance shall be made available to the City Manager and the Financial Services Director for direction in carrying out this project."

Adopted by the City Council
City of High Point, North Carolina
The 21st day of September, 2020.

ATTEST:


Lisa B. Vierling, City Clerk



**HIGH POINT CITY COUNCIL
SPECIAL MEETING
SEPTEMBER 14, 2020 – 3:30 P.M.
COUNCIL CHAMBERS**

MINUTES

As part of the City of High Point's ongoing COVID-19 Mitigation efforts, in-person attendance will not be allowed at this meeting. Instead, the meeting will be live-streamed and the public will be provided an opportunity to listen to the meeting once the meeting is in session. www.HighPointNC.gov/VirtualPublicMeeting

CALL TO ORDER/ROLL CALL

Mayor Wagner called the meeting to order at 3:37 p.m. and proceeded with a roll call. The following council members were **present** (8):

Mayor Jay W. Wagner (physically present)

Mayor Pro Tem Christopher Williams- Ward 2 (physically present)

Council Member Tyrone Johnson- At Large (physically present- joined the meeting at 4:00 p.m.)

Council Member Cyril Jefferson- Ward 1 (participated remotely)

Council Member Monica Peters- Ward 3 (physically present)

Council Member Wesley Hudson- Ward 4 (participated remotely)

Council Member Victor Jones- Ward 5 (participated remotely)

Council Member Michael Holmes- Ward 6 (participated remotely)

The following council member was **absent** (1):

Council Member Britt Moore- At Large

Staff Present:

Randy McCaslin, Interim City Manager; Eric Olmedo, Assistant City Manager; Greg Ferguson, Assistant City Manager; JoAnne Carlyle, City Attorney; Meghan Maguire, Assistant City Attorney; Lisa Vierling, City Clerk

PRESENTATION OF ITEMS

2020-342 Closed Session- Economic Development

Council is requested to go into Closed Session pursuant to N.C. General Statute 143-318.11(a)(4) for economic development.

A motion was made by Council Member Jones, seconded by Mayor Pro Tem Williams, to go into Closed Session pursuant to N.C. General Statute 143-318.11(a)(4) for economic development. Following a roll call vote by Mayor Wagner, the motion carried by the following 5-0 vote.

Aye (5): Mayor Wagner, Mayor Pro Tem Williams, Council Member Peters, Council Member Jones, and Council Member Holmes

Absent (4): Council Member Moore, Council Member Jefferson, Council Member Johnson, and Council Member Hudson

Upon reconvening into Open Session at 4:40 p.m., Mayor Wagner announced that action would need to be taken on the following matter.

2020-343 Memorandum of Understanding- Elliott Sidewalk Communities High Point LLC

Council is requested to approve the execution of the Memorandum of Understanding with Elliott Sidewalk Communities High Point LLC with the following changes:

1. Amendment/Change to the Downtown Incentive Policy
2. Paving of Parking Lot
3. Update to Construction Schedule for 275 N. Elm Street

A motion was made by Mayor Wagner, seconded by Mayor Pro Tem Williams, to approve the execution of the Memorandum of Understanding with Elliott Sidewalk Communities High Point LLC with the following changes:

- 1. Amendment/Change to the Downtown Incentive Policy**
- 2. Paving of Parking Lot**
- 3. Update to Construction Schedule for 275 N. Elm Street**

Following a roll call vote by the Mayor, the motion carried by the following unanimous 8-0 vote.

Aye (8): Mayor Wagner, Mayor Pro Tem Williams, Council Member Johnson, Council Member Jefferson, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes

Absent (1): Council Member Moore

ADJOURNMENT

There being no further business to come before Council, the meeting adjourned at 4:46 p.m. upon motion duly made by Council Member Jefferson and second by Council Member Peters.

Respectfully Submitted,

Jay W. Wagner, Mayor

Attest:

Lisa B. Vierling, City Clerk

City Clerk's Office

Mary Brooks

DEPUTY CITY CLERK

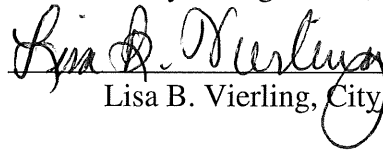


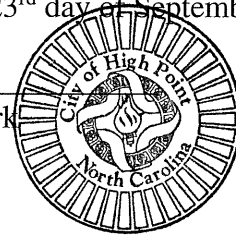
City of High Point
Municipal Office Building
211 South Hamilton Street
High Point, NC 27261

Certification

I, Lisa B. Vierling, City Clerk of the City of High Point, North Carolina, do hereby certify that the foregoing is a true and accurate Ordinance adopted by the City Council in official Session on September 21, 2020 and upon approval by City Council will be recorded in Book 95 of the Official Minute Books and Ordinance Book Volume XXI, Ordinance No. 7630/20-46, page 46, Legislative File No. 2020-359 of this City, under my care, custody and control. As of this date, action to adopt said Ordinance has not been amended, rescinded or repealed and is in full force and effect.

WITNESS my hand and the Corporate Seal of the City of High Point, the 23rd day of September 2020.

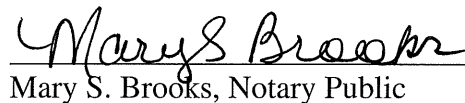

Lisa B. Vierling, City Clerk



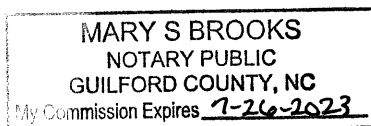
ACKNOWLEDGEMENT

I, Mary S. Brooks, 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 23rd day of September 2020.


Mary S. Brooks, Notary Public

Commission Expires: 7/26/2023



ORDINANCE

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

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

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

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

PROPERTY LOCATION

OWNER (S)

1207 W. Green Dr.

Heirs of Mary McCormick
1207 W. Green Dr.
High Point, NC 27260

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

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

Adopted by City Council,
This the 21st day of September 2020

Lisa B. Vierling, City Clerk

CITY OF HIGH POINT

AGENDA ITEM



Title: Appointment- Human Relations Commission

From: City Clerk's Office

Meeting Date: September 21, 2020

Public Hearing: N/A

Advertising Date /
Advertised By: N/A

Attachments: Application to Serve/Resume

PURPOSE:

To confirm the appointment of Betsy Clark to the Human Relations Commission as Council Member Jones' Ward 5 appointee. Appointment to be effective immediately and will expire November 1, 2021.

BACKGROUND:

Council Member Victor Jones is recommending the appointment of Betsy Clark to the Human Relations Commission as his Ward 5 appointee. Ms. Clark will fill the unexpired term of Ann Dawson, who has resigned. Appointment to be effective immediately and will expire on November 1, 2021.

BUDGET IMPACT:

N/A

RECOMMENDATION / ACTION REQUESTED:

Council is requested to confirm the appointment of Betsy Clark to the Human Relations Commission.

Profile**Betsy**

First Name

Clark

Last Name

betsyballclark@gmail.com

Email Address

1476 Cantwell Ct.

Street Address

Suite or Apt

High Point

City

NC

State

27265

Postal Code

Mobile: (336) 834-8244

Primary Phone

Home:

Alternate Phone

Self-employed

Employer

Which Boards would you like to apply for?

Human Relations Commission: Submitted

Ward you reside in?

5

Interests & Experiences

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

Please see attached

[Betsy_Cover_Letter_Resume_.docx](#)

Upload a Resume

Have you participated in Leadership High Point?☐ Yes ☒ No

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

Gender☒ Female

ELISABETH CLARK

High Point, NC 27265 | betsyballclark@gmail.com

August 31, 2020

City of High Point

RE: High Point Human Relations Commission Member from Ward 5. 09/01/2020

To Whom it May Concern,

Victor Jones has reached out to me in regard to serving on the High Point Human Relations Commission. My strengths as a mother, education manager, customer relations skills, and capacity to operate in a variety of settings, along with my international travel experiences and service on two foreign medical mission trips match well with the Human Relations Commissions' specific goals of encouraging understanding and goodwill, working towards eliminating discriminatory practices, and promoting mutual respect among all citizens.

I believe it is possible for communities with diverse backgrounds that may not always agree to still thrive in community together when mutual respect is given and received.

In my previous roles, I exercise a creative and focused approach to problem-solving. While I am independently motivated, I appreciate collective efforts and work in partnership productively within group settings. Moreover, I am competent in working with various personalities and enjoy discovering collaborated solutions that accomplish objectives and benefit all involved.

Please take a moment to review my enclosed resume. Thank you for your evaluation and consideration.

Sincerely,

Elisabeth "Betsy" Clark



ELISABETH "BETSY" CLARK

betsyballclark@gmail.com | C: 336-834-8244 | High Point, NC 27265

Summary

Responsible Collaborator with the ability to work well with a variety of personalities, communicating and clarifying ideas, while working toward and achieving specific goals.

Skills

- Prioritization and time management
- Concise communication
- Office staff leadership
- Research

Experience

Thyme 2 Cater | Kernersville, NC

Bartending & Catering

09/2019 – Current

Provided a welcoming and professional client environment and service in a clean and festive atmosphere.

Betsy's Botanicals | High Point, NC

Business Owner

10/2018 - Current

Design, create and prepare health-related products for customers. Including maintenance of inventory, packaging, sales, and records.

- Maintained records for product production, inventory, income, and expenses.
- Resolved issues quickly through meticulous research and quick decision making.
- Managed financial functions such as operations budgeting, accounts payable and accounts receivable.

Prestige Management Group | Greensboro, NC

Office Manager

11/1996 - 11/2000

- Improved customer satisfaction by finding creative solutions to problems.
- Worked closely with team members to deliver project requirements, develop solutions and meet deadlines.
- Recognized by management for providing exceptional customer service.
- Provided excellent service and attention to customers when face-to-face or through phone conversations.
- Managed phone calls and worked with vendors and contractors to provide timely and excellent service and solutions.
- Solicited and collected estimates, proposals, and contracts.

Education and Training

Institute of Biblical Studies | Bellmawr, NJ

Certificate of Biblical Studies in Bible & Jewish Cultural Studies

06/1992

Volunteer Services

HEAL NC | High Point, NC

Secretary

10/2019 – Current

- Document and share weekly meeting minutes.
- Collaborate with board to create objectives and implement goals and plans.
- Collaborated with board to create a name, mission and vision for the organization.
- Met with candidates and elected officials to determine positions and educate on important issues.
- Collaborated with leadership to provide and present educational events for individuals.

Triad Church | Greensboro , NC

Classroom Assistant

11/2018 - Present

- Provide a safe, welcoming environment for children entering the classroom
- Manage the individual needs of the children while maintaining a productive learning environment .
- Recognized by fellow church members as the world- changer of the week.

Triad Church | Greensboro , NC

Medical Mission Trips

12/2018 and 12/2019

- Participated in two Medical Mission trips to the Dominican Republic.
- Worked with missionary doctors to provide medical clinics, meals and other needed services to poverty stricken areas of the Dominican Republic
- Chosen by the team leader to speak to the church after our return to share the team's experiences.

Life Skills

Clark Family | High Point, NC

Homeschool Teacher

11/2003 - Current

- Oversee yearly budget to effectively purchase needed supplies, resources and memberships for children's educational needs.
- Offered children rich and diverse learning opportunities through customized personal and digital-based education as well as field trips, group gatherings and special events.
- Maintained order and discipline with creative strategies focused on keeping young children occupied and entertained during important lessons.
- Delivered effective education based on sound principles and clear objectives.
- Managed simultaneous needs of 4 children with organized schedules.



**COMMUNITY DEVELOPMENT COMMITTEE
(Virtual Meeting)**

Chaired by Mayor Pro Tem Chris Williams

Members: Williams, Hudson, Jefferson, and Johnson

September 8, 2020 – 4:00 p.m.

3rd Floor, Council Chambers

As part of the city of High Point's COVID-19 mitigation efforts, in-person attendance was not allowed at this meeting. Instead, the meeting was live-streamed, and the public was provided a link to listen to the meeting as it was being live-streamed.

www.HighPointNC.gov/VirtualPublicMeeting

CALL TO ORDER (Virtual Roll Call)

Chairman Chris Williams called the meeting to order at 4:05 p.m. Following a virtual roll call, the following attendance by Committee Members was duly noted.

Physically

Present (4): Chairman Chris Williams, Committee Member Cyril Jefferson, Committee Member Wesley Hudson, and Committee Member Tyrone Johnson

Staff Present:

Randy McCaslin, Interim City Manager; Eric Olmedo, Assistant City Manager; Greg Ferguson, Assistant City Manager; Bobby Fitzjohn, Financial Services Director; Lisa Vierling, City Clerk; and Mary S. Brooks, Deputy City Clerk

Staff Participating Remotely:

JoAnne, Carlyle, City Attorney; Michael McNair, Director of Community Development & Housing; Michelle McNair, Community Resource Manager; Thanena Wilson, Assistant Director of Community Development & Housing; and Erik Conti, Purchasing Manager

Also Participating Remotely:

Dr. Pamela Palmer, Chair- Guilford County Continuum of Care Board; and Brian Hahne, Executive Director of Partners Ending Homelessness

The following documents associated with the presentations, are hereby attached as a permanent part of these proceedings:

1. *Power Point Presentation-Guilford Co. Continuum of Care-Working to End Homelessness in Guilford Co.*
2. *Community Development & Housing Department-Affordable Housing Updates*
3. *PowerPoint Presentation-M/WBE*

PRESENTATION OF ITEMS

2020-326 Update- Continuum of Care (Homeless Services)

Dr. Pamela Palmer, Continuum of Care Board Chairperson and Brian Hahne, Executive Director of Partners Ending Homelessness will provide an update on homeless services.

Dr. Pamela Palmer, Board Chair of the Guilford County Continuum of Care (CoC) extended greetings; voiced appreciation for the opportunity to share information about the CoC; and more insight on the public disclosure with the City of Greensboro's separation from the county wide CoC program entity. Dr. Palmer spoke to focusing on preventing and ending homelessness; said the board was guided by Written Charter and Housing Urban Development (HUD) guidelines; and explained the following CoC strategies for serving homelessness as followed:

1. *Collaborative Applicant (Partners ending Homelessness*
2. *Coordinated Entry (Ensures individual and families have fair and equal access to housing based on their needs and strengths)*
3. *Homeless Management Information System (Data entry and analysis)*
4. *Best Practices (Has a significant impact in addressing homelessness in Guilford County)*
5. *Strategic plan (under construction)*

Dr. Palmer spoke to the 45+ membership-based network with the CoC membership (High Point and Greensboro); explained the CoC organizational structure; how decisions were brought before each entity; and spoke to the Stronger Together and COVID-19 Homeless Response Task Force created because of the separation with the City of Greensboro. Dr. Palmer introduced Brian Hahne, Executive Director of Partners Ending Homelessness to speak on the data that was compiled by the CoC.

Chairman Williams inquired on the CoC's COVID-19 testing resources. Dr. Palmer replied that Cone Health and the Public Health Department assisted with the testing.

Mr. Hahne spoke to the process of screening clients for COVID-19, that were seeking shelter at centralized locations located in hotels throughout the city.

Chairman Williams inquired on the timeframe for COVID-19 testing results. Mr. Hahne replied that the county acquired a rapid testing system for a quicker turnaround timeframe.

Dr. Palmer noted that there were currently 20 individuals residing in hotels.

Mr. Hahne continued his discussion regarding the HUD and ESG funding data; said the small

organizations made a big impact for the homeless community; bulk of the funding went to permanent support of housing; highlighted the ESG Funding data; explained where the funding went countywide; outlined the data for the National average length of time homeless (HUD) for 2018; the data for Returns to Homelessness; and data for individuals who exited the program and left with increased income (National Average-19%-2019, Nationals Average 33.5%-2018).

Chairman Williams inquired if there was data to support the number of homeless Veterans; said that the data could be shared with Council Member Jones with his program supporting Veterans. Mr. Hahne replied that they do track that data, but he did not have it at this time and would provide it.

Dr. Palmer said the CoC would like for the City of Greensboro to continue being a part of the CoC ; and provided the challenges that would have an impact with this separation as followed:

1. Ability to utilize available housing and supportive services outside of Greensboro
2. Greensboro agencies will be forced to join the Greensboro CoC if they wanted funding; not collaborative and contrary to the purpose for the CoC
3. Funding would become fragmented and would be complex for agencies who serve clients in both cities
4. Most of Greensboro CoC agencies want to stay a part of the Guilford county CoC and not separate; demonstrated in the Coc's Membership and Board vote to establish the Stronger Together Task Force
5. Network and collaboration across the city lines will be negatively impacted; such as shared resources, shared knowledge information and expertise to help other organizations

Chairman Williams asked for clarification on the reason for the separation with the City of Greensboro.

Dr. Palmer referenced a prior discussion with Mr. Hahne, HUD (local and regional), City Manager, Assistant City Manager, and the Community Development Director to allow the City of Greensboro to share their case on separating; Greensboro said they were using a business model to make decisions on their work and membership with the CoC; and that is was not in alignment with their housing plan; Michelle Kennedy, Council Member-City of Greensboro was considered a homeless expert, and was also the Executive Director for the Interactive Resource Center (IRC) located in Greensboro; she was not pleased with the CoC; and has been on a mission to disassociate with the CoC.

Chairman Williams requested staff reach out to the City of Greensboro in reference to the impact the separation would have with the CoC.

Randy McCaslin, Interim City Manager responded that staff would be reaching out to the Greensboro management for further discussions regarding this matter.

Dr. Palmer thanked and commended the Community Development staff for their time and effort.

Mr. Hahne concurred with Dr. Palmer; and voiced concerns on the anticipated impact of the separation.

2020-327 Housing Updates

Staff will provide housing updates on the following:

- a. Cedrow Subdivision
- b. Cable Street
- c. Avondale Trace Multi-Family Development
- d. Abbey Crossing Elderly Housing Development

Michael McNair, Community Development Director made a PowerPoint Presentation on affordable housing as followed:

- a) **Cedrow Subdivision**: *two of the homes were listed for sale; the street is under construction with the Sharpe Brothers; and that only four lots were allowed at this time because of the development ordinance.*
- b) **Cable Street** project: *the new design work was currently being conducted (provided photos).*
- c) **Avondale Trace** Multi-Family Development: *monthly rent ranges from \$255 to \$725; provided funding sources (\$10,346,069 total); and estimated completion date of December 2020.*
- d) **Abby Crossing** Elderly Housing Development: *approved by the NCHFA in 2020; mentioned that the Daniel Brooks project also received tax credits; housing units were for people 55+; rent range \$275-\$835 (one bedroom), and \$330-\$960 (two bedrooms); extended to 80% of medium; and to the funding sources (City participation TBD).*

Chairman Williams inquired on changes to the anti-discriminatory housing regulation; fair housing impact; and on the tax credits. Mr. McNair replied and spoke to the fair housing stance forcing investment into high income areas instead of low income area; the impact on tax credits in low income areas; how the Obama Administration re-interpreted the fair housing rules; the new tax application rules; to being competitive with other developers; and said that there was no impact on applying for fair housing.

2020-328 MWBE Presentation

Eric Olmedo, Assistant City Manager, will provide an update for information on the MWBE (Minority Women Business Enterprise) Program.

Eric Olmedo, Assistant City Manager made a PPP on the Minority and Women's Business Enterprise (MWBE); spoke to setting a base level for the committee; understanding what the MWBE laws were; and what was required from staff and contractors. He provided a packet of the North Carolina state law (G.S. 143-128.2) that provided what was required for public local governments to carry out programs to promote the use of M/WBEs in building construction and repair projects; explained the formal and

informal bid process for contracts; the qualifications required to be considered MWBE; MWBE certification (state law does not require for state projects); said MWBE were encouraged to certify with the Historically Underutilized Businesses (HUB); and said that HUB maintained a data base of MWBE firms.

Chairman Williams asked where the HUB data base was housed. Mr. Olmedo replied the State Department of Administration; and referenced the Purchasing Department's website that included a link to the HUB database along with other links for MWBEs.

Mr. Olmedo continued discussion regarding the advantages for MWBEs on becoming certified; the MWBE steps a local government must take on awarding contracts; said that MWBEs were not given preference during decision making; contracts were awarded to the lowest responsible responsive bidder without regard to race religion, color, etc...; spoke to the goals prime contractors had to meet; spoke to the determination process for contractors regarding Good Faith Effort; said the City of High Point would evaluate all efforts made by the Contractor and would determine compliance in regard to quantity, intensity, and results of these efforts; the current goal for the city for minority participation was 10%; spoke to the minimum compliance requirements; explained the MWBE affidavit process; spoke to the Federal Disadvantage Business Enterprise program (DBE) requirements; and commended the Purchasing Department on receiving the 2019 Sustained Professional Purchasing Award (SPPA).

Committee Member Jefferson commended the Purchasing Department on receiving their awards, and for their phenomenal work; spoke to increasing the minority business participation; to meeting the MWBE goals according to policy; to the numbers: 9% of minority businesses with 1% for people of color; said the numbers were troublesome; to the \$9 million spent on contracts with \$100,000 awarded to minority owned businesses; to making a significant and sustainable impact on ensuring businesses for the minority community; to inquiring on what other municipalities were doing to become successful; to the disadvantages of some MWBEs not having the capacity of becoming the lowest responsible bidder; to expanding personnel (obtaining MWBE Coordinator) to focus on MWBE goals; voiced concerned with the HUB; and with good faith efforts from prime contractors.

Erik Conti, Purchasing Manager said there was always room to grow; his department was currently compiling information from comparable cities and entities in reference to MWBE; and spoke to the city having an MWBE Coordinator.

Mr. Olmedo spoke to the next steps were to bring information to the committee with comparable cities, and their resources; to council's determination on where they want the city's resources to go; said the 1% MWBE participation was for the timeframe of January-July of 2020 (interim report), and said it did not include numbers from previous projects (Stadium & Police Department).

Mr. Conti noted that a lot of projects for this year were considered self-performed; and to moving forward with community outreach to MWBEs.

Committee Member Jefferson asked staff to find comparable cities who were doing well with their structure and approach.

Chairman requested staff to have the information requested at the next committee meeting.

ADJOURNMENT

There being no further business to come before the Committee, the meeting adjourned at 5:36 p.m.

Respectfully Submitted:

Christopher Williams, Chairman

Attest:

Mary S. Brooks,
Deputy City Clerk



**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT:

COUNCIL AGENDA DATE:

BID NO.: CONTRACT NO.: DATE OPENED:

DESCRIPTION:

PURPOSE:

COMMENTS:

RECOMMEND AWARD TO: AMOUNT:

JUSTIFICATION:

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: DATE:

The Purchasing Division concurs with recommendation submitted by the and recommends award to the lowest responsible, responsive bidder in the amount of \$.

PURCHASING MANAGER: DATE:

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: DATE:

CITY MANAGER: DATE:

Office of the Mayor
City of High Point
North Carolina

Proclamation...

WHEREAS, the schools of our city are comprised of exceptional educators; and,

WHEREAS, they seize the opportunities to uplift their students and remind students of their worth and potential; and

WHEREAS, through their commitment to their schools, this group of Extraordinary Educators has earned the respect and trust of their colleagues; and

WHEREAS, these educators were formally recognized by their community which includes the High Point Schools Partnership, the High Point Community Foundation, High Point Discovered, and other supporters of these extraordinary teachers.

NOW, THEREFORE, I, Mayor Jay Wagner, Mayor of the City of High Point, do hereby recognize these Extraordinary Educators listed below:

Allen Jay Elementary – Brittany Nunes

Oak Hill Elementary – Ebonie Jones

Allen Jay Prep – Shaina Parker

Oak View Elementary – Nikkia Mack

T. Wingate Andrews High School – Jose Ascencio

Parkview Village Elementary – Meagan Smoot

Fairview Elementary – Courtney Burns

Penn-Griffin School for the Arts – Hector Gomez

Ferndale Middle – Michelle Smith

**Dean B. Pruette SCALE Academy –
Cephonia Gilmore**

Florence Elementary – Jonathan LeGrande

Shadybrook Elementary – Kayla Tate

High Point Central High School – Kayla Ranew

Southwest Elementary – Kimberly Threewitt

Johnson Street Global Studies – Freda Walker

Southwest High – Stuart Cox

Kearns Academy – Gary Gray

Southwest Middle – Aneisha Coffield

Kirkman Park Elementary – LaQuisa Lytch

Triangle Lake Montessori – Michelle King

Middle College at GTCC High Point – Deanna Wynn

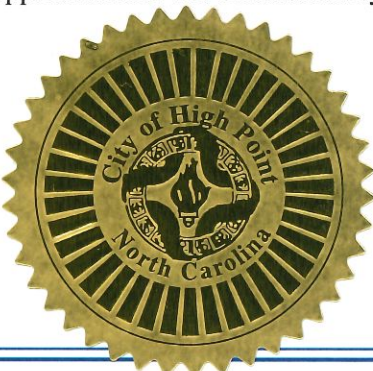
Union Hill Elementary – Tessa Pendley

Montlieu Academy – Shana Winstead

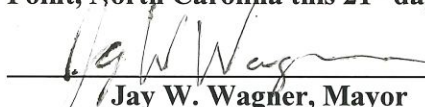
Welborn Academy – Erica McLeod

Northwood Elementary – Lauren Smith

in the City of High Point and call upon the community to join with me in personally expressing appreciation to our Extraordinary Educators for a job well done.



IN WITNESS WHEREOF, I have hereunto set my hand
and caused to be affixed the Seal of the City of High
Point, North Carolina this 21st day of September 2020.


Jay W. Wagner, Mayor

**HIGH POINT CITY COUNCIL
REGULAR MEETING (VIRTUAL)
AUGUST 17, 2020 – 5:30 P.M.
COUNCIL CHAMBERS**

MINUTES

In order to maintain the health, safety, and well-being of our residents, staff, and the City Council, this meeting was conducted electronically. As part of the city of High Point's COVID-19 mitigation efforts, in-person attendance was not allowed at this meeting. Instead, the meeting was live-streamed and a link was provided to the public to listen to the meeting as it was being live-streamed.
www.HighPointNC.gov/VirtualPublicMeeting

VIRTUAL ROLL CALL, MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

Mayor Pro Tem Williams called the virtual meeting to order at 5:30 p.m.

The recitation of the Pledge of Allegiance followed a Moment of Silence.

The Mayor Pro Tem then called for a virtual roll call for attendance. The following council members were present (8):

Mayor Pro Tem Christopher Williams- Ward 2 (physically present)
Council Member Tyrone Johnson- At Large (physically present)
Council Member Britt Moore- At Large (physically present)
Council Member Cyril Jefferson- Ward 1 (physically present)
Council Member Monica Peters- Ward 3 (physically present)
Council Member Wesley Hudson- Ward 4 (physically present)
Council Member Victor Jones- Ward 5 (physically present)
Council Member Michael Holmes- Ward 6 (physically present))

Absent (1)
Mayor Jay W. Wagner

The following staff members were **physically present**:

Randy McCaslin, Interim City Manager; Eric Olmedo, Assistant City Manager; Greg Ferguson, Assistant City Manager; JoAnne Carlyle, City Attorney; Lee Burnette, Director of Planning & Development; Herb Shannon, Planning & Development; Chris Andrews, Planning & Development; Michael McNair, Director of Community Development & Housing; Kim Thore, Right-of-Way Coordinator; Mary S. Brooks, Deputy City Clerk; and Lisa Vierling, City Clerk

Others Participating in the meeting **remotely** were:

Judy Stalder

FINANCE COMMITTEE - Council Member Moore, Chair

Committee Members: Moore, Holmes, Jones, and Peters

CONSENT AGENDA ITEMS

Council Member Britt Moore, Chairman of the Finance Committee, reported the Finance Committee did meet on as scheduled on Thursday, August 13, 2020, and recommended that all matters on the Finance Committee be placed on the Consent Agenda with a favorable recommendation for approval.

Council Member Jefferson asked were contracts measured for their use and participation of Minority/Women Business Enterprise's (M/WBEs). Council Member Moore replied yes; said it was staff's overall responsibility to get the most efficient and effective bid for the use of city funds; and that they do take M/WBE participation into consideration.

Council Member Jefferson stated for the record "in the last council meeting I made a motion that we would take this to a committee to look at the MWBE's, and I think I would be a remiss to not mention that the city's, I think we haven't yet gotten to where we've gotten that right, so every day that we approve spending funding, I do believe that we are spending that funding in lack of real policy and real process from assuring a competitive opportunity for our entire citizens and businesses that could serve the City of High Point"; said he was not speaking in opposition of approving the current contracts; and spoke to having a good alternative in a timely manner.

Council Member Moore asked Council Member Jefferson were the M/WBE numbers reported where he wanted them to be; and asked for clarification on what he thought 'was not right'.

Council Member Jefferson said a report was given two weeks ago with only 1% of the contracts going to businesses that were people of color; was looking at 10% as threshold/goal; and spoke to achieving that goal as a council.

Council Member Moore spoke to continuing to look at meeting M/WBE goals; and to discussing any suggestions.

Council Member Moore moved to approve all matters on the Finance Committee Consent Agenda. Council Member Holmes made a second to the motion. Following a roll call vote by Mayor Pro Tem Williams, the motion carried by the following unanimous 8-0 vote.

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

2020-303**Contract - KI Furniture - High Point Police Department**

City Council is requested to award a contract to KI Furniture in the amount of \$710,248.28 for the total comprehensive furnishings for the new High Point Police Department. KI is an approved North Carolina State Contract (420A) manufacturer and their proposal was submitted utilizing at or below state contract pricing.

Approved the contract to KI Furniture in the amount of \$710,248.28 for the total comprehensive furnishings for the new High Point Police Department.

A motion was made by Council Member Moore, seconded by Council Member Holmes, that this contract be approved. Following a roll call vote by Mayor Pro Tem Williams, the motion carried by the following unanimous 8-0 vote.

Aye (8): Mayor Pro Tem Williams, Council Member Moore, Council Member Johnson, Council Member Jefferson, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes.

Absent (1): Mayor Wagner

2020-304 Contract - Change Order - Sharpe Brothers - Cedrow Subdivision

City Council is asked to approve a change order with Sharpe Brothers, Inc. for the amount of \$18,556.78 to cover costs for clearing fifteen (15) trees, and for an additional 6" gate valve necessary for the installation and testing of the new waterline.

Approved the contract change order with Sharpe Brothers, Inc. for the amount of \$18,556.78 to cover costs for clearing fifteen (15) trees, and for an additional 6" gate valve necessary for the installation and testing of the new waterline.

A motion was made by Council Member Moore, seconded by Council Member Holmes, that this contract be approved. Following a roll call vote by Mayor Pro Tem Williams, the motion carried by the following unanimous 8-0 vote.

Aye (8): Mayor Pro Tem Williams, Council Member Moore, Council Member Johnson, Council Member Jefferson, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes.

Absent (1): Mayor Wagner

2020-305 Contract - Asplundh Tree Expert Co.

City Council is requested to continue a contract in the amount of \$1,161,800 utilizing Asplundh Tree Expert Co. to provide line clearance tree services (tree trimming) for the upcoming fiscal year.

Approved to continue a contract in the amount of \$1,161,800 utilizing Asplundh Tree Expert Co. to provide line clearance tree services (tree trimming) for the upcoming fiscal year.

A motion was made by Council Member Moore, seconded by Council Member Holmes, that this contract be approved. Following a roll call vote by Mayor Pro Tem Williams, the motion carried by the following unanimous 8-0 vote.

Aye (8): Mayor Pro Tem Williams, Council Member Moore, Council Member Johnson, Council Member Jefferson, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes.

Absent (1): Mayor Wagner

2020-306 Contract - James River Equipment - John Deere Wheel Loader

City Council is requested to award a contract to James River Equipment in the amount of \$196,503.70 for the purchase of a John Deere 624L wheel loader and to declare the old loader as surplus and disposing through the online auction process.

Approved contract to James River Equipment in the amount of \$196,503.70 for the purchase of a John Deere 624L wheel loader and to declare the old loader as surplus and disposing through the online auction process.

A motion was made by Council Member Moore, seconded by Council Member Holmes, that this contract be approved. Following a roll call vote by Mayor Pro Tem Williams, the motion carried by the following unanimous 8-0 vote.

Aye (8): Mayor Pro Tem Williams, Council Member Moore, Council Member Johnson, Council Member Jefferson, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes.

Absent (1): Mayor Wagner

2020-307 Contract - James River Equipment - John Deere Excavator

City Council is requested to award a contract to James River Equipment in the amount of \$255,124 for the purchase of a John Deere 300G excavator from James River Equipment and to declare the old excavator as surplus and disposing through the online auction process.

Approved contract to James River Equipment in the amount of \$255,124 for the purchase of a John Deere 300G excavator from James River Equipment and to declare the old excavator as surplus and disposing through the online auction process.

A motion was made by Council Member Moore, seconded by Council Member Holmes, that this contract be approved. Following a roll call vote by Mayor Pro Tem Williams, the motion carried by the following unanimous 8-0 vote.

Aye (8): Mayor Pro Tem Williams, Council Member Moore, Council Member Johnson, Council Member Jefferson, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes.

Absent (1): Mayor Wagner

2020-308 Contract - Alta Planning & Design - Greenway Master Plan

City Council is requested to award a contract to Alta Planning & Design for professional consulting services to assist in the development of a comprehensive Greenway Master Plan.

Approved contract to Alta Planning & Design for professional consulting services to assist in the development of a comprehensive Greenway Master Plan.

A motion was made by Council Member Moore, seconded by Council Member Holmes, that this contract be approved. Following a roll call vote by Mayor Pro Tem Williams, the motion carried by the following unanimous 8-0 vote.

Aye (8): Mayor Pro Tem Williams, Council Member Moore, Council Member Johnson, Council Member Jefferson, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes.

Absent (1): Mayor Wagner

2020-309 Contract - Spectrum Southeast LLC - Installation & Bulk Service Agreement - Cable Services - Oak Hollow Campground

City Council is requested to approve a Nonexclusive Installation and Bulk Service Agreement 10-year contract between Spectrum Southeast LLC and the City of High Point effective September 1, 2020.

Approved a Nonexclusive Installation and Bulk Service Agreement 10-year contract between Spectrum Southeast LLC and the City of High Point effective September 1, 2020.

A motion was made by Council Member Moore, seconded by Council Member Holmes, that this contract be approved. Following a roll call vote by Mayor Pro Tem Williams, the motion carried by the following unanimous 8-0 vote.

Aye (8): Mayor Pro Tem Williams, Council Member Moore, Council Member Johnson, Council Member Jefferson, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes.

Absent (1): Mayor Wagner

2020-310 Resolution - Sale of City Owned Property - 1114 Tipton Street

City Council is requested to adopt a resolution accepting the offer of \$22,000 and authorizing the sale of City owned property located at 1114 Tipton Street, Parcel No. 187490 through the upset bid procedure of N.C.G.S. 160A-269 and direct the City Clerk to publish a public notice of the proposed sale in accordance with N.C.G.S. 160A-269.

Adopted a resolution accepting the offer of \$22,000 and authorizing the sale of City owned property located at 1114 Tipton Street, Parcel No. 187490 through the upset bid procedure of N.C.G.S. 160A-269 and directed the City Clerk to publish a public notice of the proposed sale in accordance with N.C.G.S. 160A-269.

A motion was made by Council Member Moore, seconded by Council Member Holmes, that this resolution be adopted. Following a roll call vote by Mayor Pro Tem Williams, the motion carried by the following unanimous 8-0 vote.

Aye (8): Mayor Pro Tem Williams, Council Member Moore, Council Member Johnson, Council Member Jefferson, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes.

Absent (1): Mayor Wagner

Resolution No. 1932/20-21

Resolution Book, Volume XX, Page 161

2020-311 Resolution Approving Interlocal Agreement- Guilford County CARES Act Funding- COVID-19

City Council is requested to adopt a resolution approving an interlocal agreement between Guilford County and the City of High Point regarding CARES Act funding and authorize the appropriate city official to execute all necessary documents.

Adopted a resolution approving an interlocal agreement between Guilford County and the City of High Point regarding CARES Act funding and authorized the appropriate city official to execute all necessary documents.

A motion was made by Council Member Moore, seconded by Council Member Holmes, that this resolution be adopted. Following a roll call vote by Mayor Pro Tem Williams, the motion carried by the following unanimous 8-0 vote.

Aye (8): Mayor Pro Tem Williams, Council Member Moore, Council Member Johnson, Council Member Jefferson, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes.

Absent (1): Mayor Wagner

Resolution No. 1933/20-22

Resolution Book, Volume XX, Page 162

2020-312 Resolution Approving Interlocal Agreement - Forsyth County - COVID-19 Relief Funds

City Council is requested to adopt a resolution approving an interlocal agreement between Forsyth County and the City of High Point regarding the grant of Coronavirus Relief Funds and authorize the appropriate city official to execute all necessary documents.

Adopted a resolution approving an interlocal agreement between Forsyth County and the City of High Point regarding the grant of Coronavirus Relief Funds and authorize the appropriate city official to execute all necessary documents.

A motion was made by Council Member Moore, seconded by Council Member Holmes, that this resolution be adopted. Following a roll call vote by Mayor Pro Tem Williams, the motion carried by the following unanimous 8-0 vote.

Aye (8): Mayor Pro Tem Williams, Council Member Moore, Council Member Johnson, Council Member Jefferson, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes.

Absent (1): Mayor Wagner

Resolution No. 1934/20-23
Resolution Book, Volume XX, Page 163

2020-313 Resolution Approving Interlocal Agreement - Davidson County CARES Act Funding - COVID-19

City Council is requested to adopt a resolution approving an interlocal agreement between Davidson County and the City of High Point regarding CARES Act funding and authorize the appropriate city official to execute all necessary documents.

Adopted a resolution approving an interlocal agreement between Davidson County and the City of High Point regarding CARES Act funding and authorized the appropriate city official to execute all necessary documents.

A motion was made by Council Member Moore, seconded by Council Member Holmes, that this resolution be adopted. Following a roll call vote by Mayor Pro Tem Williams, the motion carried by the following unanimous 8-0 vote.

Aye (8): Mayor Pro Tem Williams, Council Member Moore, Council Member Johnson, Council Member Jefferson, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes.

Absent (1): Mayor Wagner

Resolution No. 1935/20-24
Resolution Book, Volume XX, Page 164

2020-320 Ordinance - Economic Development Incentive Fund Budget Ordinance

City Council is requested to adopt an ordinance to appropriate a pass-through grant from the NC Department of Commerce's One North Carolina Fund. The Department of Commerce has notified the City that the requirements of the grant have been satisfied and the city has received \$160,000 to be passed through to Central Square (formerly Superion, LLC).

Adopted an ordinance to appropriate a pass-through grant from the NC Department of Commerce's One North Carolina Fund. The Department of Commerce has notified the City that the requirements of the grant have been satisfied and the city has received \$160,000 to be passed through to Central Square (formerly Superion, LLC).

A motion was made by Council Member Moore, seconded by Council Member Holmes, that this ordinance be adopted. Following a roll call vote by Mayor Pro Tem Williams, the motion carried by the following unanimous 8-0 vote.

Aye (8): Mayor Pro Tem Williams, Council Member Moore, Council Member Johnson, Council Member Jefferson, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes.

Absent (1): Mayor Wagner

Ordinance No. 7626/20-42**Ordinance Book, Volume XXI, Page 41**REGULAR AGENDA ITEMSCOMMUNITY DEVELOPMENT COMMITTEE - Mayor Pro Tem Williams, Chair

Committee Members: Williams, Hudson, Jefferson, and Johnson

2020-314 Ordinance - Demolition - 1519 Baker Road

City Council is requested to approve the demolition of the collapsed structure at 1519 Baker Road.

Reggie Hucks, Inspection Services Director said the process for demolition at 1519 Baker Road, started in 2019; initial concern for the structure was a collapsed roof; the owner promised a permit for demolition but it was never produced; said the structure was hazardous; the property was banked owned; and said the estimated cost for demolition was between \$125,000-\$130,000.

Mayor Pro Tem Williams inquired on the size of the property/lot. Mr. Hucks replied that he did not have that information at this moment; and guessed that the size of the property was approximately 4 acres.

Council Member Jefferson inquired on the approved 60-day extension; and the reason no change in actions were done by the owner at that time. Council Member Moore inquired on recouping the cost for demolition. Mr. Hucks replied that the bank requested more time before the demolition process started; and that a lien would be issued to the property to recoup money spent on demolition.

Mayor Pro Tem asked was there anyone to speak on this matter. Being none, council continued with a motion for demolition.

Adopted ordinance for the demolition of the collapsed structure at 1519 Baker Road.

A motion was made by Mayor Pro Tem Williams, seconded by Council Member Jefferson, that this ordinance be adopted. Following a roll call vote by Mayor Pro Tem Williams, the motion carried by the following unanimous 8-0 vote.

Aye (8): Mayor Pro Tem Williams, Council Member Moore, Council Member Johnson, Council Member Jefferson, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes.

Absent (1): Mayor Wagner

Ordinance No. 7624/20-40**Ordinance Book, Volume XXI, Page 39**

2020-315 Delegation of Authority To Act As Certifying Officer - HUD

City Council is requested to approve the Delegation of Authority to Act as Certifying Officer and that the appropriate City official and/or employee be authorized to execute all necessary documents.

Michael McNair, Community Development Director said that Housing and Urban Development (HUD) required an up to date delegation of authority to reflect the current city manager.

Approved the Delegation of Authority to Act as Certifying Officer and that the appropriate City official and/or employee be authorized to execute all necessary.

A motion was made by Mayor Pro Tem Williams, seconded by Council Member Jefferson, that this matter be approved. Following a roll call vote by Mayor Pro Tem Williams, the motion carried by the following unanimous 8-0 vote.

Aye (8): Mayor Pro Tem Williams, Council Member Moore, Council Member Johnson, Council Member Jefferson, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes.

Absent (1): Mayor Wagner

PLANNING & DEVELOPMENT - Mayor Jay Wagner**2020-321 National Register Nomination- Melrose Hosiery Mill No. 1**

Council is requested to provide a recommendation to the NC National Register Advisory Committee that the former Melrose Hosiery Mill No. 1 complex located at 1533-1547 W. English Road and 105-109 S. West Point Avenue be listed on the National Register of Historic Places as the nomination meets the required criteria.

David Fencil, Senior Planner with the Planning Department reported The High Point Historic Preservation Commission determined that the National Register nomination application for the Melrose Hosiery Mill No. 1 met the National Register evaluation criteria and recommended the North Carolina National Register Advisory Committee approval of the National Register nomination; provided pictures of the said complex (variety of buildings and styles); this meeting fulfils the City's obligation under the State Historic Preservation Office's Certified Local Government (CLG) program to provide an opportunity for public comment on the nomination, and for Council to comment on the nomination. Mr. Fencil stated that being on the NC National Register status was considered an honorary designation that was valuable to business owners; and would allow them to make improvements to their businesses that would be eligible for tax credits.

Approved a recommendation to the NC National Register Advisory Committee that the former Melrose Hosiery Mill No. 1 complex located at 1533-1547 W. English Road and 105-109 S. West Point Avenue be listed on the National Register of Historic Places as the nomination meets the required criteria.

A motion was made by Council Member Moore, seconded by Council Member Jefferson, that this matter be approved. Following a roll call vote by Mayor Pro Tem Williams, the motion carried by the following unanimous 8-0 vote.

Aye (8): Mayor Pro Tem Williams, Council Member Moore, Council Member Johnson, Council Member Jefferson, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes.

Absent (1): Mayor Wagner

PUBLIC HEARINGS

Prior to the staff presentations on Planning & Development public hearing matters on the agenda, Mayor Pro Tem Williams explained that based on the legislation currently in place for remote meetings, the City Council cannot vote on these matters for a period of 24 hours after the public hearing is held. He advised that public comments regarding these matters could be submitted during the 24-hour period and Council would reconvene on Wednesday, August 19, 2020 at 5:30 p.m. to take action on the public hearing items.

PUBLIC HEARINGS

2020-316 George Pitts and Lala Pitts-Annexation 20-05

A request by George Pitts and Lala Pitts for a voluntary noncontiguous annexation of approximately 15.5 acres located along the south side of National Service Road, approximately 200 feet east of Sandy Ridge Road. The property is addressed as 8051 National Service Road and 2520 Sandy Ridge Road, and also known as Guilford County Tax Parcel Guilford County Tax Parcels 170819 and 170821.

The joint public hearing for this matter and related matter 2020-317 Zoning Map Amendment 20-13, was held on Monday, August 17, 2020 at 5:30 p.m. as duly advertised.

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

Mr. Shannon explained that staff would be doing a combined presentation on this matter and related matter 2020-317 Zoning Map Amendment 20-13; however, a separate vote on each matter would be required.

The applicant was requesting annexation to have access to City utilities to facilitate development of an industrial use. This property is situated in the northern portion of the City's planning area where there have been numerous annexation approvals since the 1990s to allow industrial uses. The proposed annexation site abuts the City's corporate limits along its northern property line where the Willard Tucker industrial subdivision was annexed and developed in 1997. Approximately 575 feet to the east is the Piedmont Corporate Park, which is a 120-acre industrial park that was annexed in 1997 and developed in the early 2000s. This annexation petition represents a logical progression of the City's annexation policy for this area as the proposed annexation site is generally surrounded by the City's corporate

limits and City services and service vehicles are already present in this area. The annexation of these parcels will not negatively impact the City's ability to provide services in this area.

For the zoning request 20-13 The applicant desires to develop a major industrial service use on this parcel for a specialty contractor facility. This use will include the outdoor storage of geotechnical drilling equipment, trailer storage and outdoor storage of other related equipment. In order to have access to City utilities, the applicant has requested annexation and to establish initial City zoning on the property. The applicant desires to develop a major industrial service use on this parcel for a specialty contractor facility. This use will include the outdoor storage of geotechnical drilling equipment, trailer storage and outdoor storage of other related equipment. In order to have access to City utilities, the applicant has requested annexation and to establish initial City zoning on the property. The proposed specialty contractor facility is considered a major industrial service use, which is not a permitted use in the Employment Center (EC) District. Furthermore, the applicant's outdoor storage activity will exceed the EC District standard. Therefore, the applicant has requested rezoning to the CZ-LI District and has submitted an associated Conditional Zoning Ordinance with development conditions to mitigate impacts and address policies of the Land Use Plan. The applicant has offered conditions to limit LI District uses, provide a higher perimeter landscape yard standard and to restrict the location of any outdoor storage activity.

The primary compatibility concern is the impact outdoor activity may have upon adjacent lands. The applicant has offered the following conditions to mitigate this concern:

- The only LI District use permitted is a major industrial service use. All other uses are restricted to those permitted in the EC District and are subject to all EC District standards.*
- Restricting outdoor storage to 20% of the site. Furthermore, the applicant has submitted a conditional zoning plan depicting that portion of the site where outdoor activity may be permitted.*
- Installation of a Type A perimeter landscape yard (average width 45 feet, or 35 feet with opaque fence) around the site.*

Taken in conjunction with the area of this site (15.5 acres) and its depth (more than 1,300 feet), these conditions will mitigate the impacts from outdoor activities that may occur on the site.

The applicant had offered conditions to limit the amount of outdoor storage activity, prohibit any outdoor storage from encroaching into perimeter landscape yard; and to screen outdoor activity of a major industrial service use from view of adjacent lots and public streets. The site is within the City Lake General Watershed Area and development is required to meet the watershed standards of the Development Ordinance. Furthermore, where the intermittent stream crosses the site, environmental standards of the Ordinance require a 100-foot wide stream buffer (50 feet on both sides of the stream) be maintained and limits land disturbance adjacent to this stream.

The Planning and Zoning Commission recommended approval of this request by a vote of 7-0 based on the following reasonableness and consistency statements.

Consistency and Reasonableness Statements

The Planning and Zoning Commission voted 7-0 to approve the following statement: That Zoning Map Amendment 20-13 is consistent with the City's adopted policy guidance because as conditioned, the requested CZ-LI District meets objectives of the Community Growth Vision Statement and the Land Use Plan, specifically protecting the appearance of property along the Sand Ridge Road corridor. Furthermore, with use and site conditions, the requested CZ-LI District will mitigate visual impacts upon adjacent properties and will be similar to the previous light industrial zoning districts approved in this area.

Following staff's presentation, Mr. Shannon entertained questions.

Council Member Moore asked if outdoor and self-storage were considered the same thing. Mr. Shannon replied no; and that the industrial usage for storage would be outside.

Council Member Jefferson inquired on the size of the property seeing that the storage could not exceed 20% of the property. Mr. Shannon replied that the property was three acres; said the applicant proposed that they would have buildings in the back area, where it was measured, where storage was approved.

Mayor Pro Tem Williams opened the public hearing; and asked the Deputy City Clerk if there were any public comments received. Deputy City Clerk Mary S. Brooks responded no.

He then asked if the applicant or applicant's representative would like to speak.

***Judy Stalder** (participating remotely), 3735 Admiral Drive, stated that the applicant had a nearby property in Greensboro; and was ready to expand their business; during their due diligence they ran into some issues that would need to be researched further; and asked if the applicant could request that this matter be continued to the September, 21, 2020 meeting of council at 5:30 p.m.*

JoAnne Carlyle, City Attorney advised that the public hearing would remain open until the September 21, 2020 meeting of City Council at 5:30 p.m.

A motion was made by Council Member Moore, seconded by Council Member Hudson, that the public hearing be continued to the September 21, 2020 City Council Meeting at 5:30 p.m. Following a roll call vote by Mayor Pro Tem Williams, the motion carried by the following unanimous 8-0 vote.

Aye (8): Mayor Pro Tem Williams, Council Member Moore, Council Member Johnson, Council Member Jefferson, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes.

Absent (1): Mayor Wagner

2020-317 UMA Geotechnical Construction - Zoning Map Amendment 20-13

A request by UMA Geotechnical Construction to rezone approximate 15.5 acres from the Residential Single Family-40 (RS-40) District and the Agricultural (AG) District, both within Guilford County's zoning jurisdiction, to a Conditional Zoning Light Industrial (CZ-LI) District. The site is located along the south side of National Service Road, approximately 200

feet east of Sandy Ridge Road (8051 National Service Road and 2520 Sandy Ridge Road). Approval of this rezoning request is contingent upon City Council approval of a voluntary annexation request.

The joint public hearing for this matter and related matter 2020-316 Annexation 20-5 was held on Monday August 17, 2020 at 5:30 p.m.

At that time the applicant requested the public hearing be continued to Monday, September 21, 2020 at 5:30 p.m.

Note: for specific comments made at the public hearing please refer to 2020-316 Annexation 20-5.

A motion was made by Council Member Moore, seconded by Council Member Hudson, that the public hearing be continued to the September 21, 2020 City Council Meeting at 5:30 p.m. Following a roll call vote by Mayor Pro Tem Williams, the motion carried by the following unanimous 8-0 vote.

Aye (8): Mayor Pro Tem Williams, Council Member Moore, Council Member Johnson, Council Member Jefferson, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes.

Absent (1): Mayor Wagner

2020-318 City of High Point - Zoning Map Amendment 20-14

A request by the High Point City Council to rezone 733 properties, totaling approximately 179 acres, as part of the Comprehensive Zoning Map Amendment project. The properties are located within the Saddlebrook Subdivision (Johnson Street), Fair Oaks at Bent Tree Townhome subdivision (Barrow Road), Orchard Knob Townhome subdivision (Skeet Club Road), St. Andrews Townhome subdivision (Skeet Club Road), Deerfield Townhome subdivision (Skeet Club Road), Heritage Ridge subdivision (Hedgecock Road), Ashebrook Place Subdivision (Hedgecock Road), Hedgecock Place Condominium (Hedgecock Road) and 130 Hedgecock Road.

The public hearing for this matter was held on Monday, August 17, 2020 at 5:30 p.m. as duly advertised.

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

This is a request by the High Point City Council to rezone 733 properties, totalling approximately 193 acres, as part of the Comprehensive Zoning Map Amendment project. This application focuses on evaluating various townhomes and multifamily developed lands in the northern and northwestern areas of the City.

The purpose of the Comprehensive Zoning Map Amendment project is to review and evaluate the zoning of land throughout the City, identify areas where the zoning is out of sync with the

existing use of land or is inconsistent with current land use policy, and propose appropriate changes in zoning for those areas. A primary goal of the project is to remove improper or obsolete zoning districts that may be acting as a barrier to development. The Comprehensive Zoning Map Amendment project was initiated in 2017. The City Council initiated this round of zoning evaluations associated with the project on October 7, 2019. The areas under consideration in this Zoning Map Amendment are part of a larger group of areas initiated by City Council to be evaluated.

The requested rezoning of these various residential developments is intended to remove outdated and obsolete zoning conditions. These developments were annexed and granted City of High Point zoning between 1995 to 2004 under the former Development Ordinance, which was replaced by the current Development Ordinance in 2017. Except for the undeveloped parcel at 130 Hedgecock Road, all of the lands associated with these developments were situated at the fringes of the City's corporate limits at the time of annexation and rezoning. The various zoning conditions, adopted as a part of conditional use zoning(CU) that is no longer allowed, were established to address land use policies, road improvements and to ensure compatibility with adjacent property. These subdivisions were completed and the various zoning conditions met upon completion of the developments.

Furthermore, these are no longer fringe areas as the City limits now extend northward to I-40 and westward into Davidson and Forsyth County to NC 66 (Horneytown Road). Also, during the preceding years, most of the adjacent rural or undeveloped lands near these developments were annexed by the City of High Point and developed with similar or higher intensity developments. The requested rezoning of these various residential developments removes outdated and obsolete zoning conditions, the outdated conditional use zoning, while maintaining the development's base zoning district. See attachments for details.

Staff is recommending the rezoning of the Fair Oaks at Bent Tree subdivision from the CU RM-5 District to a RM-5 District.

Orchard Knob and St. Andrews are both townhome developments that received zoning approval in 1999 and 2000, respectively. They are adjacent to each other along the Skeet Club Road corridor and were granted zoning approval with similar development conditions. The primary purpose of this rezoning is to remove the conditional use (CU) designation as development conditions from their zoning approvals were met upon completion of the developments.

Staff recommends rezoning the Orchard Knob development from the CU RM-5 District to a RM-5 District and rezoning the St. Andrews development from the CU RM-5 District to a RM-5 District.

Mr. Shannon mentioned that a last-minute inquiry from a citizen in reference to property along Kim Drive was received and they had questions on a sliver of land that had open space.

The Deerfield development received its current zoning approval in 1996 and developed as a townhome subdivision. The primary purpose of this rezoning is to remove the conditional use (CU) designation as development conditions from the 1996 zoning approval were met upon completion of the development. Staff recommends rezoning the Deerfield subdivisions from

the CU RM-5 to a RM-5 District based on the following consistency and reasonableness statements made by the Planning and Zoning Commission.

Consistency and Reasonableness Statements

That Zoning Map Amendment 20-14 is consistent with the City's adopted policy guidance because the proposed zoning map amendments are supported by the various land use designations for these areas as contained in the adopted Land Use Plan. Furthermore, the amendments are needed to remove unneeded restrictions on the properties and to remove the outdated conditional use zoning district.

Mr. Shannon said the HOA President reached out to the Planning Department with questions that have not been met in regards to the impact for the development; and that staff would reach out to him to answer any questions or concerns; and noted that around 85 comments were received which were primarily questions.

Council Member Moore said he was sure that staff would address the HOA President with their concerns and questions on the inner development.

Mayor Pro Tem Williams opened the public hearing; and it was noted for the record that four public comments were received.

- 1. Danny Van Camp, 662 Chas Ct.*
- 2. Mr. Runion (voicemail transcript)*
- 3. Ann Dawson, 4497 Orchard Knob Lane*
- 4. Michael E. Scott, President- Saddle Brook Master/Flats HOA*

Mayor Pro Tem Williams asked the Deputy City Clerk were there any additional public comments received. Deputy City Clerk Mary S. Brooks responded no.

Mayor Pro Tem Williams asked if there were any questions for the applicant and staff. Hearing none, he thanked the applicant for presenting and reminded everyone that the public hearing would remain open for 24 hours for additional public comments to be received on the request and noted the Council would take action on this request at a Recessed Meeting scheduled for Wednesday, August 19, 2020 at 5:30 p.m.

GENERAL BUSINESS AGENDA

2020-319 Minutes To Be Approved

Finance Committee; July 30th @ 4:00 p.m.
Special Meeting of City Council; August 3rd @ 3:00 p.m.
Regular Meeting of City Council; August 3rd @ 5:30 p.m.
Community Development Committee; August 4th @ 4:00 p.m.
Prosperity & Livability Committee; August 5th @ 11:00 a.m.
Adjourned Session of City Council; August 5th @ 5:30 p.m.

Approved the preceding minutes as submitted.

A motion was made by Council Member Hudson, seconded by Council Member Johnson, that this matter be approved. The motion carried by the following vote:

Aye (8): Mayor Pro Tem Williams, Council Member Moore, Council Member Johnson, Council Member Jefferson, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes.

Absent (1): Mayor Wagner

Discussion-Street Murals

Prior to adjournment, Council Member Jefferson made a motion to suspend the rules to add a topic for discussion on a request received regarding street murals. The motion was seconded by Council Member Holmes. Following a roll call vote by Mayor Pro Tem Williams, the motion carried by the following unanimous 8-0 vote.

Aye (8): Mayor Pro Tem Williams, Council Member Moore, Council Member Johnson, Council Member Jefferson, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes.

Absent (1): Mayor Wagner

A motion was made then by Council Member Jefferson, seconded by Council Member Holmes, to send this to the Prosperity and Livability Committee for further discussion. Following a roll call vote by Mayor Pro Tem Williams, the motion carried by the following unanimous 8-0 vote.

Aye (8): Mayor Pro Tem Williams, Council Member Moore, Council Member Johnson, Council Member Jefferson, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes.

Absent (1): Mayor Wagner

Council Member Jefferson spoke to other municipalities embracing the opportunity to do street murals in their cities in regard to the recent events; to the request received from citizens and leaders in the community; to having an governmental process considered for street murals; and to further discussing the request for street murals in the Prosperity and Livability Committee.

Council Member Hudson, being the Chair of the Prosperity and Livability Committee, advised Council Member Jefferson that a motion was not needed to add the "Street Mural-Discussion" topic to his committee.

Mayor Pro Tem Williams asked City Attorney Carlyle to address the current ordinance that was passed two years ago.

City Attorney Carlyle spoke to a discussion with Mayor Wagner and Mark McDonald, Transportation Director, in regards to painting residential streets/intersections; spoke to a separate policy for government speech (which would be considered); voiced the importance

of having a policy and procedure to assure fairness for everyone; and to assure whatever language was requested to be painted was considered free government speech.

Council Member Jefferson clarified his reason for his motion for consideration of street murals going to the Prosperity and Livability committee for discussion; spoke to discussing a process, outside of what was currently in place for the requirements; and to moving forward to assure everything was done the correct way.

City Attorney Carlyle spoke to how other cities have already painted murals without regards to future challenges that may come up because they did not have a process set up to do so.

Council Member Jefferson sated he would like to make a motion to set up the process for doing street murals outside of what they already had.

City Attorney Carlyle suggested wording the motion 'requesting that the process set up go to the Prosperity and Livability Committee for discussion to determine whether or not it would be time well spent by City Council to proceed in setting up a procedure for it'.

Council Member Hudson advised that it was the prerogative of the chair of the committee to add agenda items he would like discussed; and stated that the topic 'Discussion-Request for Street Murals' would be added to the Prosperity and Livability Committee's agenda; spoke to the current policy; said it specifically stated no language; for residential property only; for non-representational art that was not advertising; and said if we accepted some language, we would have to accept all language.

City Attorney Carlyle stated the language for the street mural would have to be deemed 100% government speech; and that it was a decision that council would have to make to assure it's vetted well.

Council Member Jefferson stated for the record he would like to withdraw his motion.

ADJOURNMENT

At 6:22 p.m., Council recessed this meeting until August 19, 2020 at 5:30 p.m. in order to take action on the public hearing items that were heard at tonight's meeting.

Respectfully Submitted,

Christopher Williams, Mayor

Attest:

Mary S. Brooks, Deputy City Clerk

CITY OF HIGH POINT

AGENDA ITEM



Title: Tandem Axle Dump Truck

From: Gary Smith, Fleet Director

Public Hearing: N/A

Attachments:

Meeting Date: September 21, 2020

Advertising Date / N/A

Advertised By: N/A

PURPOSE:

The Storm Water Division of Public Works has a tandem axle dump trucks in need of replacement due to age. Using the NC Sheriffs' Contract 21-05-0506, a 2021 Western Star tandem axle dump truck is being recommended for council approval.

BACKGROUND:

The Storm Water Division has a 2007 International tandem axle dump truck with maintenance costs that have steadily increased over the past couple of years. We recommend replacement based on age and overall condition. The truck is used for transporting rock, dirt, and other materials needed in maintaining storm drains and will also be equipped with a snow plow and salt spreader. The Western Star tandem axle truck is similar to what they are currently using and will meet their needs. The price of \$178,804 is for one truck, body installation, snow plow, salt spreader and delivery. Estimated delivery is 180-240 days.

BUDGET IMPACT:

Funds are available in 2020-21 budget

RECOMMENDATION / ACTION REQUESTED:

The Fleet Services Department recommends purchasing the 2021 Western Star tandem axle truck with dump body from Piedmont Truck Center. Recommendation also includes declaring the old truck as surplus and disposing through the online auction process.



Existing



Proposed

Prepared for:
Gary Smith
City of High Point
3524 Triangle Lake Road
High Point, NC 27260
Phone: 336-883-3441

Prepared by:
Todd Lenhart
PIEDMONT TRUCK CENTER,
INC.
412 SOUTH REGIONAL ROAD
GREENSBORO, NC 27409
Phone: 3366682401

Mr. Gary Smith,

Please find attached our quote for a 2021 Western Star 4700 Dump Truck, per our contract with the NC Sheriffs Association Bid, #21-05-0506. I have attached a copy of the Godwin Body Quote for your review. Body pricing is included in our price. If you want to add the Envision System, please add \$6,625.00
Thank you.

Sincerely,,

Todd Lenhart



Prepared for:
Gary Smith
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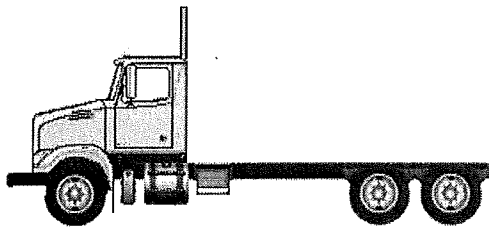
Prepared by:
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A proposal for
City of High Point

Prepared by
PIEDMONT TRUCK CENTER, INC.
Todd Lenhart

Sep 02, 2020

Western Star 4700SF



Components shown may not reflect all spec'd options and are not to scale

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Description

EXPECTED GROSS COMBINATION WEIGHT :
80000.0 lbs

Truck Service

FRONT PLOW/END DUMP BODY
EXPECTED EMPTY BODY WEIGHT : 5300.0 lbs
EXPECTED TRUCK BODY LENGTH : 16.0 ft
NO MFR'S/BODY TYPE IDENTIFICATION

Engine

CUM L9 350 HP @ 2000 RPM, 2200 GOV RPM,
1150 LB/FT @ 1400 RPM

Electronic Parameters

74 MPH ROAD SPEED LIMIT
CRUISE CONTROL SPEED LIMIT SAME AS ROAD
SPEED LIMIT
PTO MODE ENGINE RPM LIMIT - 900 RPM
PTO MODE BRAKE OVERRIDE - SERVICE
BRAKE APPLIED
PTO RPM WITH CRUISE SET SWITCH - 900 RPM
PTO RPM WITH CRUISE RESUME SWITCH - 900
RPM
PTO MODE CANCEL VEHICLE SPEED - 5 MPH
PTO GOVERNOR RAMP RATE - 250 RPM PER
SECOND
PTO MINIMUM RPM - 700
REGEN INHIBIT SPEED THRESHOLD - 5 MPH

Engine Equipment

2016-2019 ONBOARD DIAGNOSTICS/2010
EPA/CARB/FINAL GHG17 CONFIGURATION
2008 CARB EMISSION CERTIFICATION - CLEAN
IDLE (INCLUDES 6X4 INCH LABEL ON LOWER
FORWARD CORNER OF DRIVER DOOR)
STANDARD OIL PAN
ENGINE MOUNTED OIL CHECK AND FILL
SIDE OF HOOD AIR INTAKE WITH DONALDSON
HIGH CAPACITY AIR CLEANER WITH SAFETY
ELEMENT, FIREWALL MOUNTED
DR 12V 160 AMP 28-SI QUADRAMOUNT PAD
ALTERNATOR WITH REMOTE BATTERY VOLT
SENSE
(3) DTNA GENUINE, FLOODED STARTING, MIN
2250CCA, 510RC, THREADED STUD BATTERIES



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Description

BATTERY BOX FRAME MOUNTED
SINGLE BATTERY BOX FRAME MOUNTED LH
SIDE BACK OF CAB
WIRE GROUND RETURN FOR BATTERY CABLES
WITH ADDITIONAL FRAME GROUND RETURN
NON-POLISHED BATTERY BOX COVER
LOW VOLTAGE BATTERY DISCONNECT AT 12.3
VOLTS FOR ISOLATED CIRCUITS WITH LOCAL
ALARM
CUMMINS TURBOCHARGED 18.7 CFM AIR
COMPRESSOR WITH INTERNAL SAFETY VALVE
AIR COMPRESSOR DISCHARGE LINE
ELECTRONIC ENGINE INTEGRAL SHUTDOWN
PROTECTION SYSTEM
CUMMINS ENGINE INTEGRAL BRAKE WITH
VARIABLE GEOMETRY TURBO ON/OFF
RH OUTBOARD UNDER STEP MOUNTED
HORIZONTAL AFTERTREATMENT SYSTEM
ASSEMBLY WITH RH B-PILLAR MOUNTED
VERTICAL TAILPIPE
ENGINE AFTERTREATMENT DEVICE,
AUTOMATIC OVER THE ROAD REGENERATION
AND DASH MOUNTED REGENERATION
REQUEST SWITCH
10 FOOT 06 INCH (126 INCH+0/-5.9 INCH)
EXHAUST SYSTEM HEIGHT
RH CURVED VERTICAL TAILPIPE B-PILLAR
MOUNTED ROUTED FROM STEP
6 GALLON DIESEL EXHAUST FLUID TANK
100 PERCENT DIESEL EXHAUST FLUID FILL
STANDARD DIESEL EXHAUST FLUID PUMP
MOUNTING
LH MEDIUM DUTY STANDARD DIESEL EXHAUST
FLUID TANK LOCATION
STAINLESS STEEL AFTERTREATMENT
DEVICE/MUFFLER/TAILOPIPE SHIELD
HORTON DRIVEMASTER ADVANTAGE ON/OFF
FAN DRIVE
AUTOMATIC FAN CONTROL WITHOUT DASH
SWITCH, NON ENGINE MOUNTED
CUMMINS SPIN ON FUEL FILTER
COMBINATION FULL FLOW/BYPASS OIL FILTER
1300 SQUARE INCH ALUMINUM RADIATOR

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Description

MOUNTING FOR FIREWALL MOUNTED SURGE
TANK

ANTIFREEZE TO -34F, OAT (NITRITE AND
SILICATE FREE) EXTENDED LIFE COOLANT

GATES BLUE STRIPE COOLANT HOSES OR
EQUIVALENT

CONSTANT TENSION HOSE CLAMPS FOR
COOLANT HOSES

RADIATOR DRAIN VALVE

NO RADIATOR/OIL PAN GUARD

NO BLOCK HEATER

NO OIL PREHEATER

ALUMINUM FLYWHEEL HOUSING

ELECTRIC GRID AIR INTAKE WARMER

DELCO 12V 38MT HD STARTER WITH
INTEGRATED MAGNETIC SWITCH

Transmission

ALLISON 4500 RDS AUTOMATIC TRANSMISSION
WITH PTO PROVISION

Transmission Equipment

ALLISON VOCATIONAL PACKAGE 223 -
AVAILABLE ON 3000/4000 PRODUCT FAMILIES
WITH VOCATIONAL MODELS RDS, HS, MH AND
TRV

ALLISON VOCATIONAL RATING FOR ON/OFF
HIGHWAY APPLICATIONS AVAILABLE WITH ALL
PRODUCT FAMILIES

PRIMARY MODE GEARS, LOWEST GEAR 1,
START GEAR 1, HIGHEST GEAR 6, AVAILABLE
FOR 3000/4000 PRODUCT FAMILIES ONLY

SECONDARY MODE GEARS, LOWEST GEAR 1,
START GEAR 1, HIGHEST GEAR 6, AVAILABLE
FOR 3000/4000 PRODUCT FAMILIES ONLY

PRIMARY SHIFT SCHEDULE RECOMMENDED BY
DTNA AND ALLISON, THIS DEFINED BY ENGINE
AND VOCATIONAL USAGE

SECONDARY SHIFT SCHEDULE
RECOMMENDED BY DTNA AND ALLISON, THIS
DEFINED BY ENGINE AND VOCATIONAL USAGE

PRIMARY SHIFT SPEED RECOMMENDED BY
DTNA AND ALLISON, THIS DEFINED BY ENGINE
AND VOCATIONAL USAGE

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Description

SECONDARY SHIFT SPEED RECOMMENDED BY
DTNA AND ALLISON, THIS DEFINED BY ENGINE
AND VOCATIONAL USAGE
FUEL SENSE 2.0 DISABLED - PERFORMANCE -
TABLE BASED
CUSTOMER INSTALLED CHELSEA 280 SERIES
PTO
PTO MOUNTING, TOP RH SIDE OF MAIN
TRANSMISSION
MAGNETIC PLUGS, ENGINE DRAIN,
TRANSMISSION DRAIN, AXLE(S) FILL AND
DRAIN
PUSH BUTTON ELECTRONIC SHIFT CONTROL,
DASH MOUNTED
TRANSMISSION PROGNOSTICS - ENABLED 2013
WATER TO OIL TRANSMISSION COOLER, IN
RADIATOR END TANK
TRANSMISSION OIL CHECK AND FILL WITH
ELECTRONIC OIL LEVEL CHECK
SYNTHETIC TRANSMISSION FLUID (TES-295
COMPLIANT)

Front Axle and Equipment

DETROIT DA-F-16.0-5 16,000# FL1 71.0 KPI/3.74
DROP SINGLE FRONT AXLE
MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT
BRAKES, DOUBLE ANCHOR, FABRICATED
SHOES
NON-ASBESTOS FRONT BRAKE LINING
CONMET CAST IRON FRONT BRAKE DRUMS
FRONT OIL SEALS
VENTED FRONT HUB CAPS WITH WINDOW,
CENTER AND SIDE PLUGS - OIL
STANDARD SPINDLE NUTS FOR ALL AXLES
MERITOR AUTOMATIC FRONT SLACK
ADJUSTERS
STANDARD KING PIN BUSHINGS
TRW THP-60 POWER STEERING WITH RCH60
AUXILIARY GEAR
POWER STEERING PUMP
4 QUART POWER STEERING RESERVOIR
MINERAL SAE 80/90 FRONT AXLE LUBE

Front Suspension

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Description

18,000# FLAT LEAF FRONT SUSPENSION
GRAPHITE BRONZE BUSHINGS WITH SEALS -
FRONT SUSPENSION
FRONT SHOCK ABSORBERS

Rear Axle and Equipment

MT-40-14X 40,000# R-SERIES TANDEM REAR
AXLE
4.63 REAR AXLE RATIO
IRON REAR AXLE CARRIER WITH OPTIONAL
HEAVY DUTY AXLE HOUSING
MXL 176T MERITOR EXTENDED LUBE MAIN
DRIVELINE WITH HALF ROUND YOKES
MXL 17T MERITOR EXTENDED LUBE INTERAXLE
DRIVELINE WITH HALF ROUND YOKES
(1) INTERAXLE LOCK VALVE FOR TANDEM OR
TRIDEM DRIVE AXLES
INDICATOR LIGHT FOR EACH INTERAXLE
LOCKOUT SWITCH
MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR
BRAKES, DOUBLE ANCHOR, FABRICATED
SHOES
NON-ASBESTOS REAR BRAKE LINING
BRAKE CAMS AND CHAMBERS ON FORWARD
SIDE OF DRIVE AXLE(S)
CONMET CAST IRON REAR BRAKE DRUMS
REAR OIL SEALS
BENDIX EVERSURE LONGSTROKE 2-DRIVE
AXLES SPRING PARKING CHAMBERS
HALDEX AUTOMATIC REAR SLACK ADJUSTERS
MINERAL SAE 80/90 REAR AXLE LUBE

Rear Suspension

TUFTRAC 40,000# REAR SPRING SUSPENSION
TUFTRAC STANDARD RIDE HEIGHT
AXLE CLAMPING GROUP
54 INCH AXLE SPACING
FORE/AFT AND TRANSVERSE CONTROL RODS
REAR SHOCK ABSORBERS - TWO AXLES
(TANDEM)

Brake System

WABCO 4S/4M ABS

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Description

REINFORCED NYLON, FABRIC BRAID AND WIRE
BRAID CHASSIS AIR LINES
FIBER BRAID PARKING BRAKE HOSE
STANDARD BRAKE SYSTEM VALVES
RELAY VALVE WITH 5-8 PSI CRACK PRESSURE,
NO REAR PROPORTIONING VALVE
BW AD-9 BRAKE LINE AIR DRYER WITH HEATER
BENDIX OIL COALESCING FILTER FOR AIR
DRYER
AIR DRYER MOUNTED INBOARD ON RH RAIL
STEEL AIR BRAKE RESERVOIRS MOUNTED
INSIDE RAIL WITH NO OUTBOARD BRACKETS
PULL CABLE ON WET TANK, PETCOCK DRAIN
VALVES ON ALL OTHER AIR TANKS

Trailer Connections

AIR CONNECTIONS TO END OF FRAME WITH
GLAD HANDS FOR TRUCK AND NO DUST
COVERS
PRIMARY CONNECTOR/RECEPTACLE WIRED
FOR SEPARATE STOP/TURN, ABS CENTER PIN
POWERED THROUGH IGNITION
SAE J560 7-WAY PRIMARY TRAILER CABLE
RECEPTACLE MOUNTED END OF FRAME

Wheelbase & Frame

5525MM (218 INCH) WHEELBASE
7/16X3-9/16X11-1/8 INCH STEEL FRAME
(11.11MMX282.6MM/0.437X11.13 INCH) 120KSI
PARTIAL INNER FRAME REINFORCEMENT AT
FRONT SUSPENSION
BODY COMPANY INSTALLED ADDITIONAL
FRONT FRAME REINFORCEMENT FOR SNOW
PLOW
1600MM (63 INCH) REAR FRAME OVERHANG
FRAME OVERHANG RANGE: 61 INCH TO 70
INCH
24 INCH INTEGRAL FRONT FRAME EXTENSION
CALC'D BACK OF CAB TO REAR SUSP C/L (CA) :
136.3 in
CALCULATED EFFECTIVE BACK OF CAB TO
REAR SUSPENSION C/L (CA) : 133.3 in
CALC'D FRAME LENGTH - OVERALL : 332.2
FRAME HEIGHT TOP FRONT UNLADEN : 43.16 in

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Description

FRAME HEIGHT TOP FRONT LADEN : 39.98 in
FRAME HEIGHT TOP REAR UNLADEN : 41.85 in
FRAME HEIGHT TOP REAR LADEN : 39.16 in
CALCULATED FRAME SPACE LH SIDE : 73.52 in
CALCULATED FRAME SPACE RH SIDE : 179.92 in
CALC'D SPACE AVAILABLE FOR DECKPLATE : 136.78 in
SQUARE END OF FRAME
STANDARD WEIGHT ENGINE CROSSMEMBER
STANDARD CROSSMEMBER BACK OF TRANSMISSION
STANDARD MIDSHIP #1 CROSSMEMBER(S)
STANDARD REARMOST CROSSMEMBER
HEAVY DUTY SUSPENSION CROSSMEMBER
STANDARD WEIGHT REAR SUSPENSION CROSSMEMBER

Chassis Equipment

OMIT FRONT BUMPER, CUSTOMER INSTALLED SPECIAL BUMPER, DOES NOT COMPLY WITH FMCSR 393.203
FRONT ANTI-SPRAY CAB MOUNTED MUDFLAPS
GRADE 8 THREADED HEX HEADED FRAME FASTENERS
EXTERIOR HARNESSES WRAPPED IN ABRASION TAPE

Fuel Tanks

60 GALLON/227 LITER ALUMINUM FUEL TANK - LH
25 INCH DIAMETER FUEL TANK(S)
PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS
FUEL TANK(S) FORWARD
PLAIN STEP FINISH
FUEL TANK CAP(S)
DAVCO 245 FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR
EQUIFLO INBOARD FUEL SYSTEM
HIGH TEMPERATURE REINFORCED NYLON FUEL LINE

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Description

Tires

MICHELIN X LINE ENERGY Z 315/80R22.5 20 PLY
RADIAL FRONT TIRES
CONTINENTAL HSR2 11R22.5 14 PLY RADIAL
REAR TIRES

Hubs

CONMET PRESET PLUS PREMIUM IRON FRONT
HUBS
CONMET PRESET PLUS PREMIUM IRON REAR
HUBS

Wheels

ACCURIDE 29039 22.5X9.00 10-HUB PILOT 5.25
INSET 5-HAND STEEL DISC FRONT WHEELS
MAXION WHEELS 90262 22.5X8.25 10-HUB PILOT
5-HAND STEEL DISC REAR WHEELS
FRONT WHEEL MOUNTING NUTS
REAR WHEEL MOUNTING NUTS

Cab Exterior

110 INCH BBC STEEL CONVENTIONAL CAB
WESTERN STAR PAINTED ALUMINUM CAB
SKIRT
AIR CAB MOUNTS WITH CHECK VALVE
NONREMOVABLE BUGSCREEN MOUNTED
BEHIND GRILLE
FRONT FENDERS
LH AND RH EXTERIOR GRAB HANDLES WITH
RUBBER INSERTS AND RH INTERIOR GRAB
HANDLE MOUNTED TO A POST
STATIONARY BRIGHT FINISH GRILLE
CHROME HOOD MOUNTED AIR INTAKE GRILLE
HEAVY DUTY STEEL CAB FLOOR
FIBERGLASS HOOD
HOOD OPENING ASSIST
SINGLE HADLEY SD-978 26 INCH
RECTANGULAR AIR HORN
SINGLE ELECTRIC HORN
SINGLE HORN SHIELD
DOORS AND IGNITION KEYED THE SAME
REAR LICENSE PLATE MOUNT END OF FRAME



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Description

SINGLE RECTANGULAR H4 HALOGEN
HEADLIGHTS WITH BRIGHT BEZELS
(5) AMBER MARKER LIGHTS
WIRING AND SWITCH FOR CUSTOMER
FURNISHED SNOW PLOW LAMPS WITH DUAL
CONNECTIONS AT BUMPER
PERLUX 500SRS RECTANGULAR FOG LIGHTS
IN BUMPER WITH CLEAR LENS, BLACK
HOUSING AND ROCK GUARD
DAYTIME RUNNING LIGHTS
INTEGRAL STOP/TAIL/BACKUP LIGHTS
STANDARD FRONT TURN SIGNAL LAMPS
DUAL WEST COAST STAINLESS STEEL HEATED
MIRRORS
DOOR MOUNTED MIRRORS
102 INCH EQUIPMENT WIDTH
NO MIRROR MOUNTED CONVEX MIRRORS
NO AUXILIARY MIRROR
STANDARD SIDE/REAR REFLECTORS
FIBERGLASS EXTERIOR SUN VISOR
17.5X35 INCH TINTED REAR WINDOW
TINTED DOOR GLASS
MANUAL DOOR WINDOW REGULATORS
2-PIECE BONDED SOLAR GREEN GLASS
WINDSHIELD
2 GALLON WINDSHIELD WASHER RESERVOIR
WITH FLUID LEVEL INDICATOR, MOUNTED
UNDER CAB, WITH REMOTE FILL

Cab Interior

GRAY VINYL BASE INTERIOR
BLACK HARD TRIM
BASE LEFT HAND DOOR TRIM
BASE RIGHT HAND DOOR TRIM
BLACK MATS WITH SINGLE INSULATION
DASH MOUNTED ASH TRAY AND LIGHTER,
DRIVER SIDE
FORWARD ROOF MOUNTED CONSOLE
LH AND RH DOOR MAP POCKETS
(2) COAT HOOKS ON BACKWALL OF CAB
(1) DOUBLE CUP HOLDER WITH CELL PHONE
HOLDER LH OR RH DASH

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Description

TWO-TONE CHARCOAL UPPER/COOL GRAY
LOWER SOFT TOUCH WING DASH WITH BLACK
DRIVER SIDE COSMETIC UNDER DASH COVER
HEATER, DEFROSTER AND AIR CONDITIONER
WITH CONSTANT OUTLET TEMPERATURE
CONTROL
HVAC DUCTING WITH FOAM MAIN FRESH AIR
FILTER
MAIN HVAC CONTROLS WITH RECIRCULATION
SWITCH
STANDARD HEATER PLUMBING
VALEO HEAVY DUTY A/C REFRIGERANT
COMPRESSOR
RADIATOR MOUNTED AIR CONDITIONER
CONDENSER
BINARY CONTROL, R-134A
CAB INSULATION
AUTOMATIC SELF-RESET CIRCUIT
BREAKERS/FUSES IN DASH POWER
DISTRIBUTION BOXES AND FUSES IN
AUXILIARY POWER DISTRIBUTION BOXES
DOOR ACTIVATED DOME LIGHT, UNDER DASH
LIGHT AND LH AND RH DOOR MOUNTED
COURTESY LIGHTS
CAB DOOR LATCHES WITH MANUAL DOOR
LOCKS
BASIC HIGH BACK AIR SUSPENSION DRIVER
SEAT WITH 1 CHAMBER AIR LUMBAR,
INTEGRATED CUSHION EXTENSION AND REAR
CUSHION TILT
BASIC HIGH BACK NON SUSPENSION
PASSENGER SEAT
DUAL DRIVER SEAT ARMRESTS, NO
PASSENGER SEAT ARMRESTS
GRAY VINYL DRIVER SEAT COVER
GRAY VINYL PASSENGER SEAT COVER
3 POINT DRIVER AND PASSENGER SEAT BELT
RETRACTORS
ADJUSTABLE TILT AND TELESCOPING
STEERING COLUMN
4-SPOKE 18 INCH (450MM) LEATHER WRAPPED
STEERING WHEEL WITH SWITCHES
DRIVER AND PASSENGER INTERIOR SUN
VISORS

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Description

Instruments & Controls

NON-ADJUSTABLE SUSPENDED PEDALS
ELECTRONIC ACCELERATOR CONTROL
BRIGHT ARGENT FINISH GAUGE BEZELS
BLACK VINYL DRIVER INSTRUMENT PANEL
BLACK VINYL CENTER INSTRUMENT PANEL
LOW AIR PRESSURE INDICATOR LIGHT AND
AUDIBLE ALARM
2 INCH PRIMARY AND SECONDARY AIR
PRESSURE GAUGES
INTAKE MOUNTED AIR RESTRICTION
INDICATOR WITH GRADUATIONS
ELECTRONIC CRUISE CONTROL WITH
CONTROLS ON STEERING WHEEL SPOKES
KEY OPERATED IGNITION SWITCH AND
INTEGRAL START POSITION; 4 POSITION
OFF/RUN/START/ACCESSORY
ICU4ME DRIVER MESSAGE CENTER WITH
GRAPHICAL DISPLAY, BLACK FACE GAUGES,
DIAGNOSTICS AND DATA LINKED
HEAVY DUTY ONBOARD DIAGNOSTICS
INTERFACE CONNECTOR LOCATED BELOW LH
DASH
2 INCH ELECTRIC FUEL GAUGE
PROGRAMMABLE RPM CONTROL -
ELECTRONIC ENGINE
ELECTRICAL ENGINE COOLANT TEMPERATURE
GAUGE
NO TRANSMISSION TEMPERATURE GAUGE
ELECTRONIC OUTSIDE TEMPERATURE
SENSOR DISPLAY IN DRIVER MESSAGE
CENTER
ELECTRIC ENGINE OIL PRESSURE GAUGE
NO CB RADIO/PROVISION
NO CB ANTENNA, BRACKET OR LEAD
ELECTRONIC MPH SPEEDOMETER WITH
SECONDARY KPH SCALE, WITH ODOMETER
STANDARD VEHICLE SPEED SENSOR
ELECTRONIC 3000 RPM TACHOMETER
NO VEHICLE PERFORMANCE MONITOR
IGNITION SWITCH CONTROLLED ENGINE STOP
BW TRACTOR PROTECTION VALVE

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Description

TRAILER HAND CONTROL BRAKE VALVE
DIGITAL VOLTAGE DISPLAY INTEGRAL WITH
DRIVER DISPLAY
SINGLE ELECTRIC WINDSHIELD WIPER MOTOR
WITH DELAY
CAB/TRAILER MARKER LIGHT SWITCH WITH
SEPERATE HEADLIGHT SWITCH WITH
HDLP/MRKR INTERRUPT SWITCH ON STEERING
WHEEL & DASH SW FOR CUSTOMER
FURNISHED SNOWPLOW LTS
TWO VALVE PARKING BRAKE SYSTEM WITH
WARNING INDICATOR
SELF CANCELING TURN SIGNAL SWITCH,
HEADLAMP HIGH/LOW AND FLASH,
WASH/WIPE/INTERMITTENT
PACIFIC INSIGHT ELECTRONIC FLASHER

Design

PAINT: ONE SOLID COLOR

Color

CAB COLOR A: L0006EY WHITE ELITE EY
CAB INTERIOR PAINTED SAME AS CAB COLOR
BLACK, HIGH SOLIDS POLYURETHANE CHASSIS
PAINT
POWDER WHITE (N0006EA) FRONT
WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)
POWDER WHITE (N0006EA) REAR
WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)
SUNVISOR PAINTED SAME AS CAB COLOR A

Certification / Compliance

U.S. FMVSS CERTIFICATION, EXCEPT SALES
CABS AND GLIDER KITS

Secondary Factory Options

DEALER HAS BEEN ADVISED OF AND
ACCEPTED RESPONSIBILITY FOR
MODIFICATIONS DUE TO POSSIBLE
PTO/CHASSIS INTERFERENCE

Raw Performance Data

CALCULATED EFFECTIVE BACK OF CAB TO
REAR SUSPENSION C/L (CA) : 133.3 in
CALC'D SPACE AVAILABLE FOR DECKPLATE :
136.78 in

Prepared for:
Gary Smith
City of High Point
3524 Triangle Lake Road
High Point, NC 27260
Phone: 336-883-3441

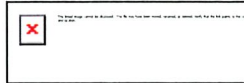
Prepared by:
Todd Lenhart
PIEDMONT TRUCK CENTER,
INC.
412 SOUTH REGIONAL ROAD
GREENSBORO, NC 27409
Phone: 3366682401

Dealer Installed Options

	Weight Front	Weight Rear
16' 550T GODWIN DUMP BODY WITH PINTLE HITCH	0	0
Total Dealer Installed Options	0 lbs	0 lbs

(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.

Prepared for:
 Gary Smith
 HIGH POINT, CITY OF
 3524 Triangle Lake Road
 High Point, NC 27260
 Phone: 336-883-3441



Prepared by:
 Todd Lenhart
 PIEDMONT TRUCK CENTER,
 INC.
 412 SOUTH REGIONAL ROAD
 GREENSBORO, NC 27409
 Phone: 3366682401

Q U O T A T I O N

WESTERN STAR 4700 SET-FORWARD FRONT AXLE CHASSIS

SET FORWARD AXLE - TRUCK
 CUM L9 350 HP @ 2000 RPM, 2200 GOV RPM, 1150
 LB/FT @ 1400 RPM
 ALLISON 4500 RDS AUTOMATIC TRANSMISSION WITH
 PTO PROVISION
 MT-40-14X 40,000# R-SERIES TANDEM REAR AXLE
 TUFTRAC 40,000# REAR SPRING SUSPENSION
 DETROIT DA-F-16.0-5 16,000# FL1 71.0 KPI/3.74 DROP
 SINGLE FRONT AXLE
 18,000# FLAT LEAF FRONT SUSPENSION

110 INCH BBC STEEL CONVENTIONAL CAB
 5525MM (218 INCH) WHEELBASE
 7/16X3-9/16X11-1/8 INCH STEEL FRAME
 (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI
 1600MM (63 INCH) REAR FRAME OVERHANG
 PARTIAL INNER FRAME REINFORCEMENT AT FRONT
 SUSPENSION
 BODY COMPANY INSTALLED ADDITIONAL FRONT
 FRAME REINFORCEMENT FOR SNOW PLOW

		PER UNIT	TOTAL
VEHICLE PRICE	TOTAL # OF UNITS (1)	\$ 111,472	\$ 111,472
EXTENDED WARRANTY		\$ 0	\$ 0
DEALER INSTALLED OPTIONS		\$ 67,640	\$ 67,640
CUSTOMER PRICE BEFORE TAX		\$ 179,112	\$ 179,112

TAXES AND FEES

FEDERAL EXCISE TAX (FET)	\$ (308)	\$ (308)
TAXES AND FEES	\$ 0	\$ 0
OTHER CHARGES	\$ 0	\$ 0

TRADE-IN

TRADE-IN ALLOWANCE	\$ (0)	\$ (0)
BALANCE DUE	(LOCAL CURRENCY) \$ 178,804	\$ 178,804

COMMENTS:

Projected delivery on ___ / ___ / ___ provided the order is received before ___ / ___ / ___.

APPROVAL:

Please indicate your acceptance of this quotation by signing below:

Customer: X _____ Date: ___ / ___ / ___

Daimler Truck Financial

Financing that works for you.

See your local dealer for a competitive quote from Daimler Truck Financial, or contact us at Information@dtfoffers.com.

Daimler Truck Financial offers a variety of finance, lease and insurance solutions to fit your business needs. For more information about our products and services, visit our website at www.daimler-truckfinancial.com.





**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT:

COUNCIL AGENDA DATE:

BID NO.: CONTRACT NO.: DATE OPENED:

DESCRIPTION:

PURPOSE:

COMMENTS:

RECOMMEND AWARD TO: AMOUNT:

JUSTIFICATION:

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: DATE:

The Purchasing Division concurs with recommendation submitted by the and recommends
award to the lowest responsible, responsive bidder in the amount of \$.

PURCHASING MANAGER: DATE:

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: DATE:

CITY MANAGER: DATE:



***Public Safety Committee
(Virtual Meeting)***

Chaired by Council Member Jones

Committee Members: Jones, Moore, Williams, and Johnson

August 19, 2020 – 4:00 p.m.

3rd Floor Council Chambers

Minutes

Present (3):

Committee Member Christopher Williams, Committee Member Britt Moore, and Committee Member Tyrone Johnson

**Participating
Remotely (1):**

Chairman Victor Jones,

**Also Present
Remotely:**

Council Member Monica Peters

Staff Present:

Randy McCaslin, Deputy City Manager; Greg Ferguson, Assistant City Manager, Eric Olmedo, Assistant City Manager; Lori Loosemore, Code Enforcement Manager; Reggie Hucks, Inspection Services Director; Chris Weir, Fire Chief; Michael McNair, Community Development Director; Lisa Vierling, City Clerk; and Mary S. Brooks, Deputy City Clerk

**Staff Participating
Remotely:**

JoAnne, Carlyle, City Attorney; and Travis Stroud, Interim Police Chief

As part of the city of High Point's COVID-19 mitigation efforts, in-person attendance was not allowed at this meeting. Instead, the meeting was live-streamed, and the public was provided a link to listen to the meeting as it was being live-streamed.

CALL TO ORDER

Chairman Victor Jones called the meeting to order at 4:04 p.m.

PRESENTATION OF ITEMS**2020-323 Hotel Code Enforcement**

Staff will provide information regarding issues of concern and enforcement action relative to the Traveler's Inn on Green Street.

Randy McCaslin, Interim City Manager; spoke to concerns raised by council and citizens regarding enforcement actions relative to the Traveler's Inn on Green Street; recognized Travis Stroud, Interim Police Chief to provide police department concerns; and introduced Reggie Hucks, Inspection Services Director, to provide an update on the hotel's current condition.

Mr. Hucks provided a brief history regarding past complaints with the Traveler's Inn hotel; said there were three modular units on the property that were condemned and removed; spoke to the permanent residents occupying the hotel; to the fire hazards; said that the owner was given an opportunity to bring the hotel up to code, but did not; spoke to the restaurant portion being used as a storage facility; they have been ordered to clean it out; leaking roof; and the need to reinspect.

Committee Member Moore asked was the taxes current on the property. Lori Loosemore; Code Enforcement Manager responded that she did not have that information at this time, and would provide it when received.

Council Member Peters inquired on other code violations at the hotel; and asked was there an appearance of drug use there. Mr. Hucks replied that there were no major violations; spoke to concerns where the residents were using hotplates and drop cords which resulted in fire hazards; and that there were syringes (for drug use) on the property.

Ms. Loosemore spoke to the zoning violations; provided the definition code for hotels; said a survey was conducted on the number of permanent residents, which resulted in 26 people; voiced concerns for residents with small children and health issues.

Interim Chief Stroud provided two years of data (July 2018-July 2020) for 481 calls for service that included: 911, non-emergency, proactive officer on ground, etc.; said some of the call resulted in arrest, charges, 14 heroin over doses (one death), trespassing, sexual assault, etc...; and spoke to focusing on motel/hotel overdoses (Interdiction Initiative). Chief Stroud reported there have been a significant amount of calls to the hotel overtimes (6,595+).

Committee Member Moore inquired on the amount of resources deployed to the hotel. Interim Police Chief Stroud replied to having limited resources; to the amount of drug activity in the parking lots; and to having officers' presence in the area to help drive away criminals.

Committee Member Johnson asked was the Traveler's Inn the worst hotel for criminal activity. Interim Chief Stroud replied no; and noted Hotel NC on Brentwood was probably ahead of the Traveler's Inn in terms of the number of calls.

Interim City Manager McCaslin spoke to having a holistic approach; to the zoning violations and issues at the hotel; to involving the legal/city departments to address the issues with the hotel; to resolution comparisons from other cities; and said that staff would provide an update to the committee regarding addressing issues at a later date.

Committee Member Moore asked for a cost analysis for addressing the hotel's issues; and to looking at legal options.

JoAnne Carlyle, City Attorney, said having the statistics at this time would help in moving forward regarding addressing the hotel's issues.

Committee Member Williams voiced concerns with the living conditions at the hotel; to reaching out to the Housing Authority and community partners to assist the residents with housing; and to addressing similar properties with the same issues.

Council Member Peters suggested getting the process going for the top four hotels; and to addressing concerns/issues for them.

Interim City Manager McCaslin advised that staff would try to assist the residents because many times places like this are a last resort for them and they have nowhere else to go; and to also include other hotels to address their issues.

ADJOURNMENT

There being no further business to discuss, the meeting adjourned at 4:29 p.m. upon motion duly made and seconded.

Respectfully submitted,

Mary S. Brooks, Deputy City Clerk

Victor Jones, Chairman
Public Safety Committee

CITY OF HIGH POINT

AGENDA ITEM



Title: Budget Amendment for Sales Proceeds of Retired Police Badges

From: J. Travis Stroud, Interim Chief of Police

Meeting Date: September 21, 2020

Public Hearing: N/A

**Advertising Date /
Advertised By:** N/A

Attachments: Budget Ordinance

PURPOSE:

A Budget Amendment is needed to appropriate funds for a special allocation totaling \$34,625 of general budget funds.

BACKGROUND:

In anticipation of the 2021 completion of the new police department located on Westchester Drive, it was recommended the Police Department take the opportunity to reevaluate our current badge design. The present badge was placed in service in 1997 and at 23 years, this makes it our longest serving badge on record. In 1997, officers were given the option to purchase the badges worn prior to adopting our present badge and many officers took advantage to add to their collections.

For retired badges, there is no true “fair market value”. Once police badges are obsolete and are no longer worn, they are of no monetary value to the agency.

On August 3, 2020 City Council approved the declaration of old badges as surplus, the sale of retired police badges, and established an individual value of \$40.00/each.

BUDGET IMPACT:

This allocation is derived from the sales proceeds of retired police badges and will be applied to the purchase of new badges. The Department has collected \$34,625 in sales proceeds; the purchase of new badges is estimated to cost \$33,645 including tax. Federal Forfeiture Funds will be used to cover the remaining badge replacement expense.

RECOMMENDATION / ACTION REQUESTED:

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

J. Travis Stroud
Interim Chief of Police

AN ORDINANCE AMENDING THE 2020-2021 BUDGET ORDINANCE
OF THE CITY OF HIGH POINT, NORTH CAROLINA
TO APPROPRIATE PROCEEDS FROM THE SALE OF RETIRED POLICE BADGES

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

Section 1. The City of High Point Police Department has collected \$ 34,625 in sales proceeds from the sale of retired police badges

Section 2. The 2020-2021 Budget Ordinance of the City of High Point, should be amended as follows:

(A) That the following Police Department revenues be amended as follows:

Miscellaneous & Other Revenue	\$ 34,625
-------------------------------	-----------

(B) That the following Police Department expenditures be amended as follows:

Uniforms & Clothing	\$ 34,625
---------------------	-----------

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

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

Adopted: September 21, 2020

**HIGH POINT CITY COUNCIL
RECESSED MEETING (Virtual)
AUGUST 19, 2020 – 5:30 p.m.
COUNCIL CHAMBERS**

MINUTES

Note: In order to maintain the health, safety, and well-being of our residents, staff, and the City Council, this meeting will be conducted electronically. As part of the City of High Point's COVID-19 mitigation efforts, in-person public attendance is not permitted at this time. Instead, the meeting was live-streamed, and the public was provided a link to listen to the meeting as it was being live-streamed. www.HighPointNC.gov/VirtualPublicMeeting

VIRTUAL ROLL CALL, CALL TO ORDER

Mayor Pro Tem Williams called the meeting to order at 5:32 p.m.

Following a virtual roll call vote by Mayor Pro Tem Williams for attendance, the following council members were present:

Mayor Pro Tem Christopher Williams (Ward 2)(physically present)
Council Member Tyrone Johnson- At Large (physically present)
Council Member Cyril Jefferson- Ward 1 (remote participation)
Council Member Monica Peters- Ward 3 (remote participation)
Council Member Victor Jones- Ward 5 (remote participation)
Council Member Michael Holmes- Ward 6 (remote participation)

Mayor Jay W. Wagner (Absent)
Council Member Britt Moore-At Large (Absent)
Council Member Wesley Hudson- Ward 4 (Absent)

The following staff members were physically present:

Randy McCaslin, Interim City Manager; Eric Olmedo, Assistant City Manager; Greg Ferguson, Assistant City Manager; Herb Shannon, Planning & Development; Mary S. Brooks, Deputy City Clerk; and Lisa Vierling, City Clerk

The following staff members participated remotely:

City Attorney JoAnne Carlyle

Presentation of Items

Planning & Development- Chaired by Mayor Wagner

2020-318 City of High Point - Zoning Map Amendment 20-14

A request by the High Point City Council to rezone 733 properties, totaling approximately 179 acres, as part of the Comprehensive Zoning Map Amendment project. The properties are located within the Saddlebrook Subdivision (Johnson Street), Fair Oaks at Bent Tree Townhome Subdivision (Barrow Road), Orchard Knob Townhome Subdivision (Skeet Club

Road), St. Andrews Townhome subdivision (Skeet Club Road), Deerfield Townhome Subdivision (Skeet Club Road), Heritage Ridge subdivision (Hedgecock Road), Ashebrook Place Subdivision (Hedgecock Road), Hedgecock Place Condominium (Hedgecock Road) and 130 Hedgecock Road.

The public hearing for this matter was held on Monday, August 17, 2020 @ 5:30 p.m.

Due to recently adopted legislation regarding remote meetings, the public hearing remained open to allow for the required 24-hour period to receive any additional comments prior to any action being taken by the City Council this matter. Mayor Pro Tem Williams asked the Deputy City Clerk if any additional comments were received. The Deputy City Clerk reported there were no additional comments received. The public hearing was closed.

Adopted an Ordinance approving Zoning Map Amendment 20-14 to rezone 733 properties, totaling approximately 179 acres, as part of the Comprehensive Zoning Map Amendment project. The properties are located within the Saddlebook Subdivision (Johnson Street), Fair Oaks at Bent Tree Townhome Subdivision Barrow Road), Orchard Knob Townhome Subdivision (Skeet Club Road), St. Andrews Townhome Subdivision (Skeet Club Road), Deerfield Townhome subdivision (Skeet Club Road), Heritage Ridge Subdivision (Hedgecock Road), Ashebrooks Place Subdivision (Hedgecock Road), Hedgecock Place Condominium (Hedgecock Road) and 130 Hedgecock Road based on the following consistency and reasonableness statements as outlined in the staff report.

Consistency and Reasonableness Statements

That Zoning Map Amendment 20-14 is consistent with the City's adopted policy guidance because the proposed zoning map amendments are supported by the various land use designations for these areas as contained in the adopted Land Use Plan. Furthermore, the amendments are needed to remove unneeded restrictions on the properties and to remove the outdated conditional use zoning district.

A motion was made by Mayor Pro Tem Williams, seconded by Council Member Johnson, that Zoning Map Amendment 20-14 be approved. Following a roll call vote by Mayor Pro Tem Williams, the motion carried by the following 6-0 unanimous vote:

- Aye (6): Mayor Pro Tem Williams, Council Member Johnson, Council Member Peters, Council Member Jones, Council Member Holmes, and Council Member Jefferson,
- Absent (3): Mayor Wagner, Council Member Moore, and Council Member Hudson

**Ordinance No. 7625/20-41
Ordinance Book Volume XXI, Page 40**

Adjournment

There being no further business to come before City Council, the meeting was adjourned at 5:36 p.m. upon motion duly made and seconded.

Respectfully Submitted,

Christopher Williams, Mayor Pro Tem

Attest:

Mary S. Brooks, Deputy City Clerk

CITY OF HIGH POINT

AGENDA ITEM



Title: Budget Amendment for High Point Historical Society
Donation

From: Roslyn McNeill, Budget Analyst

Meeting Date: September 21, 2020

Public Hearing: N/A

Advertising Date: N/A

Advertised By: N/A

Attachments: Budget ordinance

PURPOSE:

A Budget Amendment is needed to appropriate funds for Museum Park Interpreters funded by the High Point Historical Society in the amount of \$6,000.00.

BACKGROUND:

In response to the narrowing of funding for the High Point Museum during the FY20-21 budget; the High Point Historical Society has agreed to temporarily fund for the fiscal year, the Museum Park Interpreter positions which were eliminated during the current budget year.

BUDGET IMPACT:

There is no City match for this funding

RECOMMENDATION/ACTION REQUESTED:

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

AN ORDINANCE AMENDING THE 2020-2021 BUDGET ORDINANCE
OF THE CITY OF HIGH POINT, NORTH CAROLINA
TO APPROPRIATE FUNDS FROM THE HIGH POINT HISTORICAL SOCIETY
FOR THE MUSEUM PARK INTERPRETER POSITIONS

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

Section 1. The City of High Point has been awarded \$ 6,000 in funding to be used for the Museum Park Interpreter positions.

Section 2. The 2020-2021 Budget Ordinance of the City of High Point, should be amended as follows:

(A) That the following Museum Department revenues be amended as follows:

Donations & Contributions	\$ 6,000
---------------------------	----------

(B) That the following Museum Department expenditures be amended as follows:

Consulting & Professional	\$ 6,000
---------------------------	----------

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

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

Adopted: September 21, 2020



1859 East Lexington Avenue
High Point, NC 27262
336-885-1859

Our mission

The High Point Historical Society collects, preserves and showcases the history of greater High Point to foster a shared appreciation of our community reflected in the stories, events and traditions of our past.

8/11/2020

City of High Point
ATTN: Eric Olmedo, MPA, Assistant City Manager
PO Box 230
High Point, NC 27261

RE: Donation and request for budget Amendment

Dear Mr. Olmedo,

The High Point Historical Society (the "Society") is grateful to the administration and the City Council of the City of High Point (the "City") for demonstrating its support for the High Point Museum (the "Museum").

In the recently approved budget for the City for the 2020-2021 fiscal year, the standard scope of funding for the Museum was narrowed in order to maintain its operation in spite of the projected City revenue shortfalls. The park interpreter positions were among the items eliminated in the final approved budget for the Museum.

The Programs Committee of the Society, in accordance with the Society's bylaws, proposed the funding of the park interpreters for the period of time beginning when the Museum re-opens to the public and park interpreters are re-engaged to work at the Museum, and ending at the end of the 2020-2021 fiscal year for the City.

Our financial support of the park interpreters has been approved by our Board of Trustees as a temporary measure to offer educational programming to the public which otherwise would not be available for the 2020-2021 fiscal year.

Enclosed is a check for \$6,000.00 for funding. For our records, please let us know when the park interpreters are re-engaged, and when the enclosed funds are exhausted, so that we can provide additional funding to continue the support until the end of the 2020-2021 fiscal year.

Sincerely,

Van Voorhees Trivette
President
High Point Historical Society

Enclosures

The High Point Historical Society is a 501(c)3 non-profit organization. Contributions are tax deductible to the extent allowed by law.

Financial information about this organization and a copy of its license are available from the State Solicitation Licensing Branch at 919-807-2214. The license is not an endorsement by the State.

CITY OF HIGH POINT

AGENDA ITEM



Title: Ordinance to Demolish – 723 Fairview St.

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

Meeting Date: 9/21/2020

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 723 Fairview St.

BACKGROUND:

After a Complaint and Notice of Hearing was issued and a hearing held, an Order to Repair or Demolish was issued on 12/17/19. No action occurred by the compliance date of 1/17/2020. The necessary repairs to the dwelling exceed its current tax value and the demolition is warranted.

BUDGET IMPACT:

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

RECOMMENDATION / ACTION REQUESTED:

Staff recommends the adoption of the requested ordinance to demolish this single family dwelling and all outbuildings on the property.

PENDING ACTION:

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

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

**ORDINANCE
REQUEST:**

Ordinance to Demolish

**PROPERTY
ADDRESS:**

723 Fairview St.

OWNER:

Heirs of Va Mae Huntley

**REASON FOR
INSPECTION:**

Local Codes initiated case after observing property

**FIRST
INSPECTION:
1/8/19**

Summary of Major Violations

1. Repair or replace roof sheathing & covering
2. Repair or replace rotten/sagging floor joists throughout
3. Repair or replace broken windows
4. Repair or replace rotten fascia and soffits
5. Repair or replace rotten and deteriorating rafters

**HEARING
RESULTS:
10/14/19**

No one appeared for the Hearing. It was determined there are several violations of the Minimum Housing Code. There are multiple violations of the minimum housing code in the house that make it unsafe. In its present state, necessary repairs to the dwelling exceed 65% of the value of the structure.

**ORDER(S)
ISSUED:
12/17/19**

Order to Repair or Demolish
Date of Compliance 1/17/20

APPEALS:

None

**OWNER
ACTIONS:**

None

ADDITIONAL:

Guilford County property taxes are delinquent in the amount of \$12,584.10 for 2007 through 2019.

ORDINANCE

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

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

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

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

PROPERTY LOCATION

OWNER (S)

723 Fairview St.

Heirs of Va Mae Huntley
1218 Delk St
High Point, NC 27262

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

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

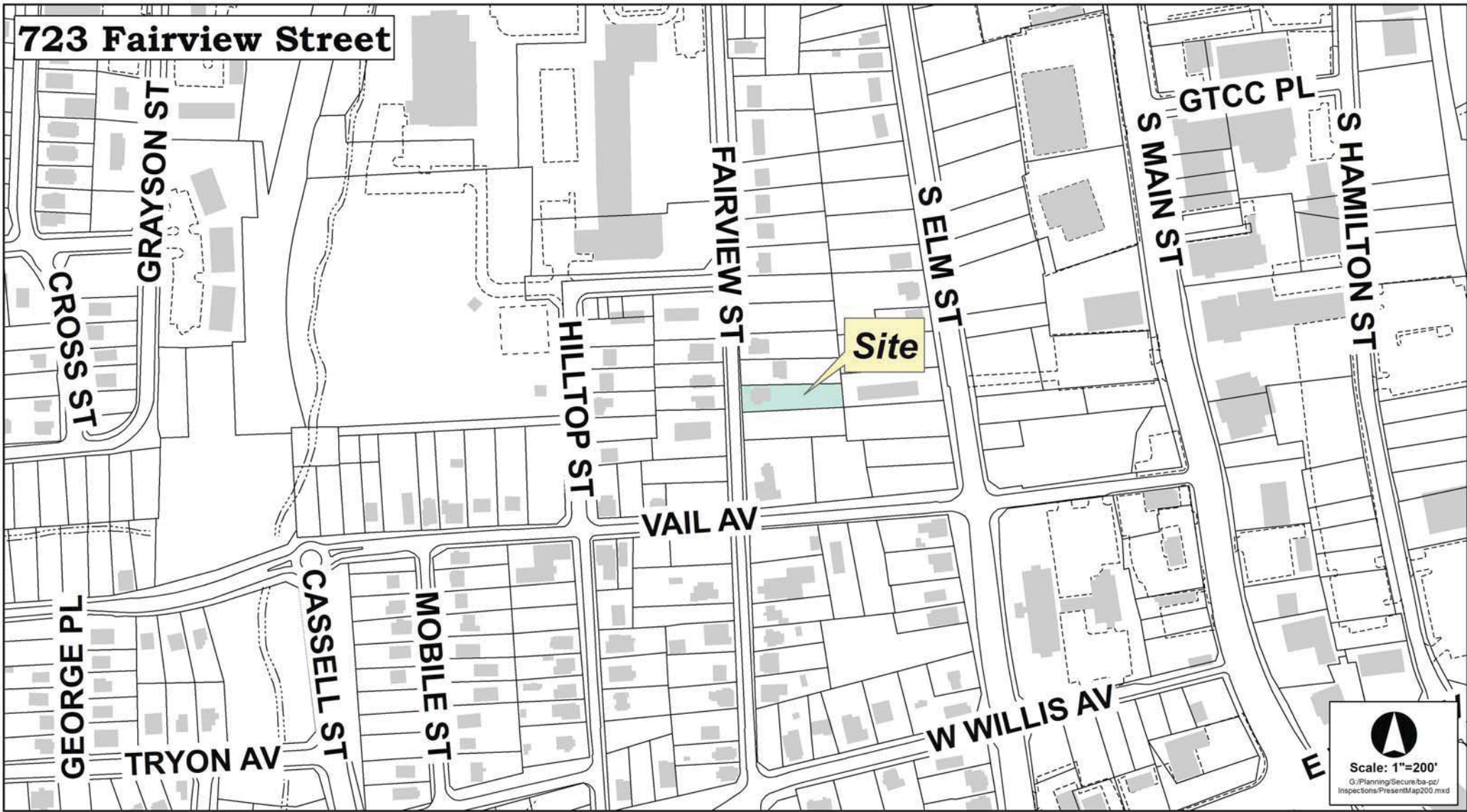
Adopted by City Council,
This the 21st day of September, 2020

Attest:

Jay W. Wagner, Mayor

Lisa B. Vierling, City Clerk

723 Fairview Street



Site

Scale: 1"=200'
G:\Planning\Secure\ba-pz\Inspections\Present\Map200.mxd



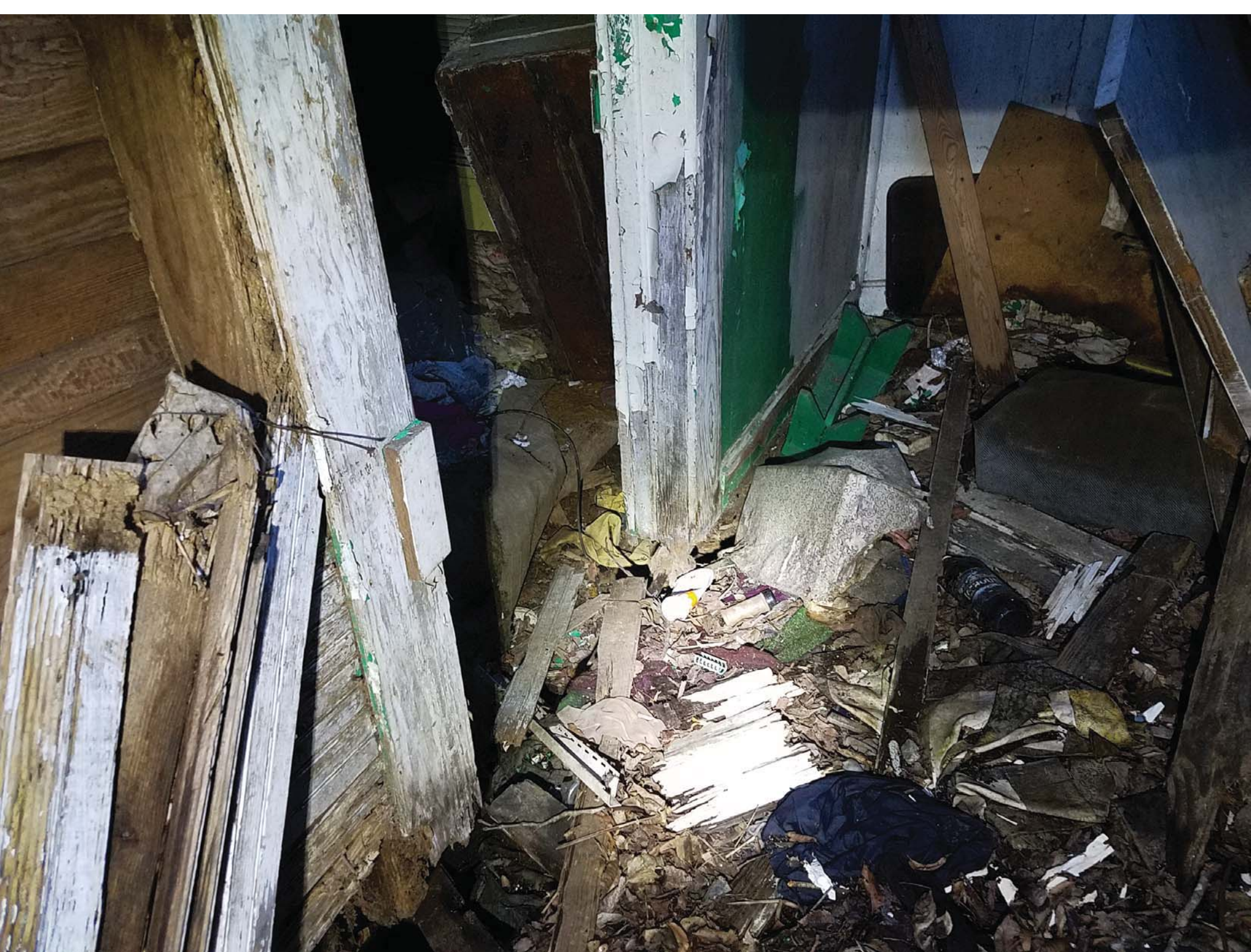


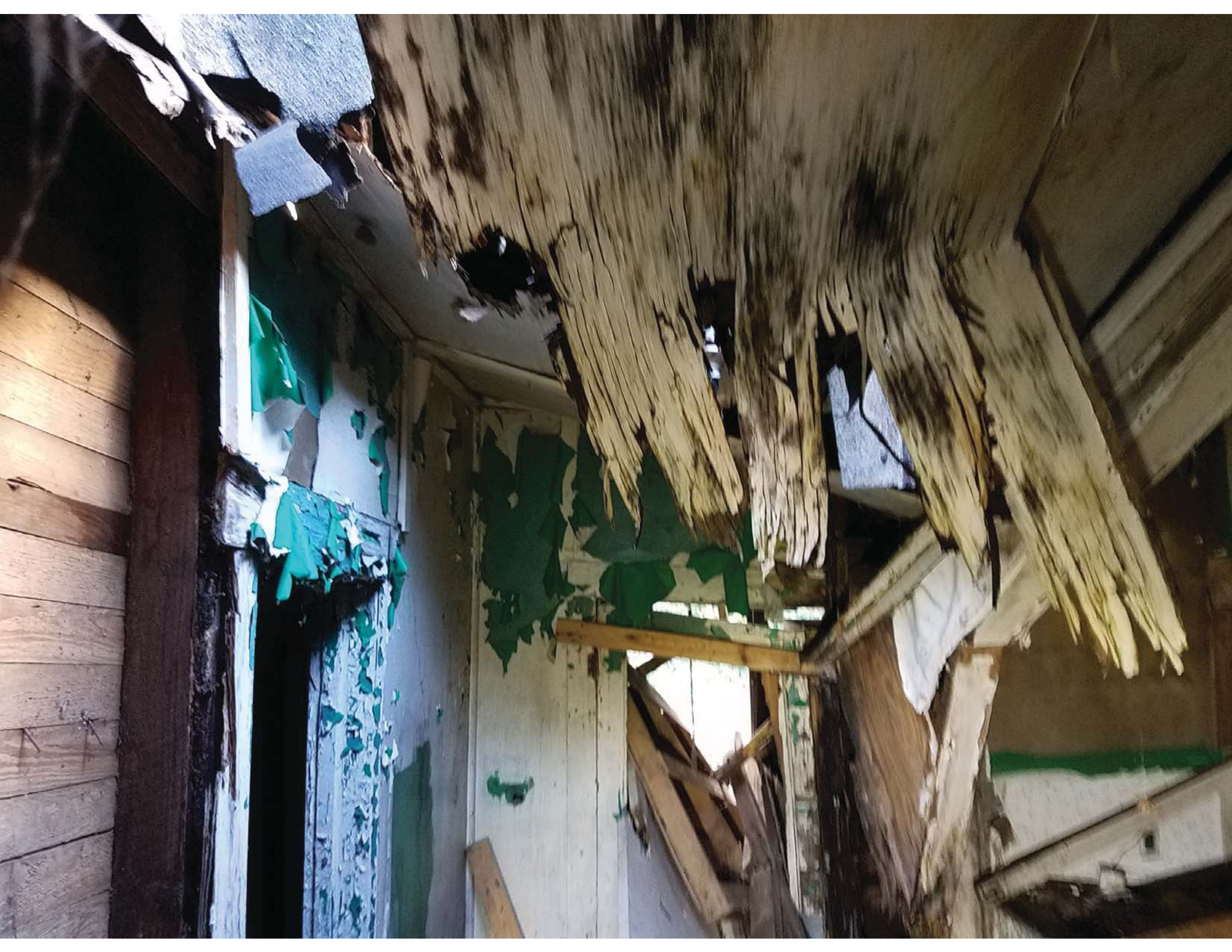












CITY OF HIGH POINT

AGENDA ITEM



Title: EZGO Contract Extension

From: Lee Tillery –Parks and Recreation Director

Meeting Date: September 21, 2020

Public Hearing: N/A

Advertising Date: N/A

Advertised By: N/A

Attachments: Attachment A – EZGO Contract Extension Offer
Attachment B – EZGO Cart Renewal – Specialty Carts
Attachment C – EZGO Cart Renewal – TXT Carts

PURPOSE:

The extension of our golf cart lease program for both Oak Hollow and Blair Park golf courses with EZGO, Inc. for three years beginning October 2020.

BACKGROUND:

The golf cart lease program has been very successful the last twelve years and this contract with EZGO will allow us to continue this program for the next three years. The proposed extension reflects the same lease rate as our current contract (2017-2020) with no rate increase through 2023. The proposal also includes a new fleet of 2021 Model TXT 48 electric carts with USB ports for both courses, along with three utility/beverage carts. Finally, the agreement includes a detailed service contract that covers routine maintenance, as well as any major repair needs throughout the duration of the contract.

BUDGET IMPACT:

Funds for these services are included in the Parks and Recreation operating budget. Annual costs for both courses is \$124,505 with the total contract reflecting the three year lease of \$373,515.

RECOMMENDATION / ACTION REQUESTED:

Staff recommends City Council approve three year contract extension EZGO in the amount of \$373,515 beginning October 2020.



7-7-2020

City of High Point

RE: EZGO Golf Cars

To whom it may concern,

EZGO will be willing to extend the present contract for another three year term utilizing the present year rates without an increase over the three year term.

Regards,

Dennis Brouillard

EZGO Sales



A Textron Company

City of High Point Current Fleet/Vehicles:

<u>Qty</u>	<u>Model</u>	<u>Mo. Payment</u>
120	2018 TXT 48Volt Fleet	\$9733.20
2	2018 TXT Gas Freedom	\$162.22
1	2018 800XG Picker	\$160.00
1	2018 800XG Bev Unit	\$160.00
1	2018 Shuttle 4 Gas	\$160.00

**Equipped as follows: Top, Split Windshield, Hub Caps, Message Holders, 2 Sand Bottles, No. Decals, Bag Cover, Club Logo, Battery Fill Systems, and Sweater Basket.

City of High Point NEW 2021 Fleet/Vehicles: (Equipped Same w/ USB Port)

<u>Qty</u>	<u>Model</u>	<u>Mo. Payment</u>
120	2021 TXT 48Volt Fleet	\$9733.20
2	2021 TXT Gas Freedom	\$162.22
1	2021 800XG Picker	\$160.00
1	2021 800XG Bev Unit	\$160.00
1	2021 Shuttle 4 Gas	\$160.00

Benefits to City of High Point w/ New Fleet: (No Price Change – Extending Current Contract)

- New 2021 Model TXT 48 Volt Electric Carts
- New 2021 Model TXT Gas Cart w/ EFI Engine (improved gas mileage)
- New Cushman Styling and Bev Insert
- USB Ports included standard for all Golf Carts

Brouillard, Dennis

From: Lohman, Amy L <amy.lohman@pnc.com>
Sent: Thursday, July 02, 2020 9:01 AM
To: Brouillard, Dennis
Cc: Sauermelch, Brian
Subject: Lease Documents - City of High Point
Attachments: City of High Point, NC 1163199-1 (1 of2).pdf; City of High Point, NC 1163199-1 (2 of2).pdf; City of High Point, NC 1163199-2 (1of2).pdf; City of High Point, NC 1163199-2 (2of2).pdf; MLA City of High Point.tiff

Hi Dennis,

Good Morning. Again my sincerest apologies for the delay. A few things to note with the paperwork:

The City has a master lease agreement on file and these are the new lease rental schedules for the replacements. Please note there are two copies of each lease schedule C. Both need to be printed, wet signed, and returned to us. Once the schedules are commenced (after cars are delivered), we will return the wet signed counterparts two's to the City for their records. This particular document package is not one we use any longer for a variety of reasons, but we were able to get legal's approval to do so after much discussion in hopes that this will also help the City expedite the process. They will notice on the new schedules that there is some added language in addendum form to compensate for changes in law over time. We have also attached the original Master Lease Agreement. The new schedules roll up to it, so the previously agreed upon changes are also still in effect.

As always, the cover letter enclosed details out what is included as well as what is needed.

Thank you kindly!

Amy Lohman

AVP – Account Executive
Golf Division

PNC Vendor Finance

995 Dalton Ave.
Cincinnati, OH 45203
513-455-9595 (office)
866-865-8318 (fax)
amy.lohman@pnc.com
www.pnc.com/ef

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<http://pages.e.pnc.com/globalunsub/>

PNC, 249 Fifth Avenue, Pittsburgh, PA 15222; pnc.com

July 1, 2020
City of High Point, NC
211 South Hamilton Street
High Point, NC 27260

RE: Lease Number 1163199-1

Enclosed are the necessary documents needed to complete your lease transaction. Please review, sign and return the following:

- **Lease Schedule C** - Please have the Authorized Signor execute both counterparts and provide their title. We will return counterpart 2 of 2 fully executed once the lease commences.
- **Final Receipt Certificate** - At the point of delivery, fill out this form and return the original to us. We will not be unable to disburse funds until we receive this signed form.
- **Payment Schedule A-1** - Please sign and provide the title of the signor.
- **Certificate of Incumbency** - List your Authorized Representative(s) and their title(s) in the body of the Resolution. Have the Authorized Representatives provide their names, title and signatures(s) on the lines which appear under the Authorized Representative Signature Section near the bottom of the Resolution. Finally, have the Secretary or appropriate Trustee attest to the information of the Authorized Representative(s) by signing and printing his/her name, title and date on the last signature line provided. **The person who validates the signature should not sign the Lease Agreement.** The Resolution must reflect the title(s) of the individual(s) who have authorization to sign the documents.
- **Insurance Request Form** - Please contact your insurer, prior to delivery, to obtain a certificate of insurance. Please enclose the certificate with the signed documentation.
- **CDD Addendum** - Please have the Authorized Signor execute the documents and provide their title.
- **Customer Information Form** - Please complete and return.
- **Sales Tax Exemption Certificate** - Please return a copy with the documents.
- **Minutes of Governing Body (approving the purchase & finance of equipment)** - Please return a copy with the documents.

Please return the documents to PNC Equipment Finance, LLC, Attn: Brian Sauermelch 655 Business Center Dr, Horsham, PA 19044 in the postage paid envelope enclosed.

If you have any questions please contact me at brian.sauermelch@leaserv.com.

Sincerely,
Brian Sauermelch
Commercial Transaction Coordinator

LEASE SCHEDULE C**(NON-TAX-EXEMPT RENTAL WITH FMV PURCHASE OPTION)**

Dated as of July 1, 2020,

This Lease Schedule No. 1163199-1 (this "*Schedule*") relates to the Master Equipment Lease-Purchase Agreement referenced below and, together with the terms and conditions of the Master Lease incorporated herein by reference (subject to Paragraph 6 below), constitutes a Lease. Unless otherwise defined herein, capitalized terms will have the same meaning ascribed to them in the Master Lease. All terms and conditions of the Master Lease (except as otherwise provided in Paragraph 6 below) are incorporated herein by reference.

Master Equipment Lease-Purchase Agreement dated July 26, 2017.

1. *Equipment Description.* As used in the Lease, "*Equipment*" means all of the property described in the Payment Schedule attached to this Schedule and all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto.
2. *Rent Payments; Lease Term.* The Rent Payments to be paid by Lessee to Lessor, the Commencement Date of this Lease and the Lease Term of this Lease are set forth on the Payment Schedule attached to this Schedule.
3. *Essential Use; Current Intent of Lessee.* Lessee represents that (a) the use of the Equipment is essential to Lessee's proper, efficient and economic functioning or to the services that Lessee provides to its citizens, (b) the Equipment will be used by Lessee only for the purpose of performing its governmental or proprietary functions consistent with the permissible scope of its authority and will not be used in a trade or business of any person or entity, and (c) the useful life of the Equipment is not less than the stated full Lease Term of this Lease. Lessee has determined that a present need exists for the Equipment which need is not temporary or expected to diminish in the near future. Lessee currently intends for the full Lease Term: to use the Equipment; to continue this Lease; and to make Rent Payments so long as funds are appropriated by its governing body for the succeeding fiscal year.
4. *ACCEPTANCE OF EQUIPMENT.* AS BETWEEN LESSEE AND LESSOR, LESSEE AGREES THAT (a) LESSEE HAS RECEIVED AND INSPECTED ALL EQUIPMENT; (b) ALL EQUIPMENT IS IN GOOD WORKING ORDER AND COMPLIES WITH ALL PURCHASE ORDERS, CONTRACTS AND SPECIFICATIONS; (c) LESSEE ACCEPTS ALL EQUIPMENT FOR PURPOSES OF THE LEASE "AS-IS, WHERE IS"; AND (d) LESSEE WAIVES ANY RIGHT TO REVOKE SUCH ACCEPTANCE.
5. *Re-Affirmation of the Master Lease Representations, Warranties and Covenants.* Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Master Lease (particularly Sections 6.1 and 16 thereof) are true and correct as though made on the date of execution of this Schedule.

6. *Override of Certain Master Lease Provisions.* Notwithstanding any provision in the Master Lease to the contrary:
- (a) Lessee does not acquire or purchase ownership of the Equipment pursuant to this Lease, but is renting the use of the Equipment during the term of this Lease subject to the purchase option herein granted;
 - (b) Rent Payments under this Lease do not include the accrual of an interest portion;
 - (c) Lessor shall be solely responsible to pay the Purchase Price with respect to the Equipment subject to this Lease and shall not be obligated to reimburse Lessee for all or any portion of such Purchase Price;
 - (d) Title to all Equipment under this Lease is vested in Lessor, subject to Lessee's rights under this Lease (including the purchase option herein granted); and
 - (e) Paragraph 15 of the Master Lease shall not be incorporated into, or constitute a portion of, this Lease.
7. *Delivery of Equipment to Lessor on Final Rent Payment Date.* Unless Lessee exercises its option in accordance with Paragraph 8 of this Schedule, Lessee shall deliver the Equipment to or at the direction of Lessor on the Final Rent Payment Date in accordance with Section 21 of the Master Lease (as incorporated by reference into this Lease), after which Lessee shall have no further right, title or interest in or to the Equipment.
8. *Purchase Option.* (a) For good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and so long as no default shall have occurred and be continuing, Lessee may, at Lessee's option, purchase the Equipment leased pursuant to this Lease on an "as is, where is" basis, without representation or warranty, express or implied, at the end of the Initial Term at a price equal to the Fair Market Value thereof, plus applicable taxes. "Fair Market Value" shall be equal to the value which would be obtained in an arms-length transaction between an informed and willing buyer and an informed and willing seller under no compulsion to sell, and in such determination, costs of removal of the Equipment from its location of current use shall not be a deduction from such value. If Lessee and Lessor cannot agree on the Fair Market Value thereof, such value shall be determined by appraisal at the sole expense of Lessee. Appraisal shall be a procedure whereby two recognized independent appraisers, one chosen by Lessee and one by Lessor, shall mutually agree upon the amount in question. If the appraisers are unable to agree upon the amount in question, a third recognized independent appraisers' evaluation shall be binding and conclusive on Lessee and Lessor.

If Lessee desires to exercise the option herein granted, Lessee shall deliver written notice to Lessor stating that Lessee thereby exercises such option for purchase to be effective and payable on the Final Rent Payment Date, which notice shall be delivered by Lessee to Lessor at least one hundred twenty (120) days prior to the Final Rent Payment Date. If Lessor has received such notice of exercise but has not received payment in full of the

Purchase Option Price on or before the Final Rent Payment Date, Lessee shall be deemed to have elected not to purchase the Equipment subject to this Lease, in which event Lessee shall be required to deliver the Equipment to Lessor in accordance with Section 21 of the Master Lease (as incorporated by reference in this Lease).

(b) Lessee's purchase option granted in this Paragraph 8 shall be and is expressly subject and subordinate to Lessor's right, title and interest in and to the Equipment and its rights as Lessor under this Lease.

(c) Upon satisfaction of the conditions specified in this Paragraph 8 for Lessee's purchase of the Equipment subject to this Lease, Lessor shall transfer, "as-is, where-is," without recourse or warranty, express or implied, of any kind whatsoever, all of Lessor's right, title and interest in and to such Equipment to Lessee.

(d) As used herein, (i) "Final Rent Payment Date" means _____.

City of High Point, NC,
as Lessee

PNC Equipment Finance, LLC,
as Lessor

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Counterpart No. 1 of 2 manually executed and serially numbered counterparts. To the extent that this Lease constitutes chattel paper (as defined in the Uniform Commercial Code), no security or ownership interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

PAYMENT SCHEDULE A-1

Attached to and made a part of that certain Lease Schedule No. 1163199-1 dated as of July 1, 2020 by and between PNC Equipment Finance, LLC, as lessor, and City of High Point, NC, as lessee.

Commencement Date: _____

1. EQUIPMENT LOCATION & DESCRIPTION:

Quantity	Description	Equipment Location	Serial No.
1	Shuttle 2+2	211 South Hamilton Street High Point, NC 27260	
1	Cushman 800XG Beverage	211 South Hamilton Street High Point, NC 27260	
1	Cushman 800XG Picker	211 South Hamilton Street High Point, NC 27260	

Together with all attachments, tooling, accessories, appurtenances, and additions thereto.

2. LEASE PAYMENT SCHEDULE:

- (a) Number of Rent Payments: 36 months
- (b) Rent Payment cycle: Monthly
- (c) Rent Payment commences on: _____
- (d) Amount of Rent Payments: \$480.00, plus applicable taxes

CITY OF HIGH POINT, NC,
as Lessee

PNC Equipment Finance, LLC,
as Lessor

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

CERTIFICATE OF INCUMBENCY

I, the undersigned, do hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of City of High Point, NC ("*Lessee*"), a political subdivision duly organized and existing under the laws of the State where Lessee is located, that I have the title stated below, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of Lessee holding the offices set forth opposite their respective names and are authorized on behalf of Lessee to enter into that certain Master Equipment Lease-Purchase Agreement dated July 26, 2017 (the "*Master Lease*") and separate Lease Schedules relating thereto from time to time as provided in the Master Lease (collectively, the "*Schedules*"), each between Lessee and PNC Equipment Finance, LLC, as lessor.

Name	Title	Signature
Name	Title	Signature
Name	Title	Signature

IN WITNESS WHEREOF, I have duly executed this Certificate and affixed the seal of Lessee on this ____ day of _____, 20__.

LESSEE: City of High Point, NC

[SEAL]

(Secretary/Clerk)

Print Name: _____

Official Title: _____

(other than the person signing the documents)

FORM OF OPINION OF LESSEE'S COUNSEL**(PLEASE FURNISH THIS TEXT ON ATTORNEY'S LETTERHEAD)**

July 1, 2020

PNC Equipment Finance, LLC
655 Business Center Drive, Suite 250
Horsham, PA 19044

Re: Master Equipment Lease-Purchase Agreement
dated July 26, 2017 and Lease Schedules thereto

Ladies and Gentlemen:

As counsel for City of High Point, NC ("*Lessee*"), I have examined the Master Equipment Lease-Purchase Agreement duly executed by Lessee and dated July 26, 2017 (the "*Master Lease*"), which has been incorporated by reference into Lease Schedule No. 1163199-1 dated July 1, 2020 (the "*Original Lease Schedule*"), each between Lessee and PNC Equipment Finance, LLC, as lessor ("*Lessor*"), the *Schedule A-1* attached to the Original Lease Schedule (the "*Original Payment Schedule*") and the proceedings taken by the governing body of Lessee to authorize on behalf of Lessee the execution and delivery of the Master Lease, the Original Lease Schedule, the Original Payment Schedule and all additional lease schedules and related payment schedules to be entered into pursuant to the Master Lease (each of which is herein referred to as an "*Additional Lease Schedule*") and to be executed and delivered by the same authorized officers on behalf of Lessee in substantially the same manner and in substantially the same form as the Original Lease Schedule. The Original Lease Schedule, which incorporates by reference the terms and conditions of the Master Lease, and the related Original Payment Schedule are herein collectively referred to as the "*Lease*." Any Additional Lease Schedule, which incorporates by reference the terms and conditions of the Master Lease, and the related payment schedule are herein collectively referred to as an "*Additional Lease*."

Based upon the foregoing examination and upon an examination of such other documents and matters of law as I have deemed necessary or appropriate, I am of the opinion that:

1. Lessee is duly organized and legally existing as a political subdivision, municipal corporation or similar public entity under the Constitution and laws of the State of North Carolina with full power and authority to enter into, and perform its obligations under, the Lease and each Additional Lease.

2. The Lease and each Additional Lease have each been duly authorized and have been or, with respect to each Additional Lease, will be, duly executed and delivered by Lessee. Assuming due authorization, execution and delivery thereof by Lessor, the Lease constitutes, and each Additional Lease will constitute, the legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with their respective terms, except to the extent limited by State and federal law affecting creditor's remedies and by bankruptcy, reorganization, moratorium or other laws of general application relating to or affecting the enforcement of creditors' rights.
3. Lessee has complied with any applicable property acquisition laws and public bidding requirements in connection with the Lease, each Additional Lease and the transactions contemplated thereby.
4. To the best of my knowledge, there is no litigation or proceeding pending or threatened before any court, administrative agency or governmental body that challenges: the organization or existence of Lessee; the authority of its officers; the proper authorization, approval and execution of the Lease, any Additional Lease or any documents relating thereto; the appropriation of monies to make payments under the Lease or any Additional Lease; or the ability of Lessee otherwise to perform its obligations under the Lease or any Additional Lease and the transactions contemplated thereby.
5. The resolution adopted by Lessee's governing body authorizing the execution and delivery of the Master Lease, the Original Lease Schedule, the Additional Lease Schedules and certain other matters was adopted at a meeting that was held in compliance with all applicable laws relating to the holding of open and public meetings.
6. The entering into and performance of the Lease and each Additional Lease do not and will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of Lessee or on the Equipment (as such term is defined in the Master Lease) pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Lessee is a party or by which it or its assets may be bound.
7. The correct legal name of Lessee for purposes of the Uniform Commercial Code in effect in the State is City of High Point, NC.

This opinion may be relied upon by purchasers and assignees of Lessor's interests in the Lease and each Additional Lease.

Very truly yours,

Attorney

**FORM OF
AUTHORIZING RESOLUTION/EXTRACT OF MINUTES**

At a duly called meeting of the governing body of City of High Point, NC, held in accordance with all applicable legal requirements, including open meeting laws, on the ____ day of _____ 20____, the following resolution was introduced and adopted:

A RESOLUTION OF THE GOVERNING BODY OF CITY OF HIGH POINT, NC AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT WITH PNC EQUIPMENT FINANCE, LLC, AS LESSOR, AND SEPARATE LEASE SCHEDULES THERETO FOR THE ACQUISITION, PURCHASE, FINANCING AND LEASING OF CERTAIN EQUIPMENT WITHIN THE TERMS HEREIN PROVIDED; AUTHORIZING THE EXECUTION AND DELIVERY OF OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.

WHEREAS, City of High Point, NC (the "*Lessee*"), a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State/Commonwealth of North Carolina is authorized by the laws of the State/Commonwealth of North Carolina to purchase, acquire and lease certain equipment and other property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, the governing body of the Lessee (the "*Board*") has determined that a true and very real need exists for the acquisition, purchase and financing of certain property consisting of Golf Cars and Shuttles (collectively, the "*Equipment*") on the terms herein provided; and

WHEREAS, in order to acquire such Equipment, the Lessee proposes to enter into that certain Master Equipment Lease-Purchase Agreement (the "*Master Lease*") with PNC Equipment Finance, LLC, as lessor (the "*Lessor*"), substantially in the proposed form presented to the Board at this meeting, and separate Lease Schedules thereto substantially in the form attached to the Master Lease; and

WHEREAS, the Board deems it for the benefit of the Lessee and the efficient and effective administration thereof to enter into the Master Lease and the separate Lease Schedules relating thereto from time to time as provided in the Master Lease for the purchase, acquisition, financing and leasing of the Equipment to be therein more specifically described on the terms and conditions provided therein and herein;

NOW, THEREFORE, BE IT AND IT IS HERBY RESOLVED BY THE GOVERNING BODY OF THE LESSEE AS FOLLOWS:

Section 1. It is hereby found and determined that the terms of the Master Lease (including the form of Lease Schedule and Payment Schedule attached thereto), in the form presented to this meeting, are in the best interests of the Lessee for the acquisition, purchase, financing and leasing of the Equipment.

Section 2. The form, terms and provisions of the Master Lease (including the form of Lease Schedule and Payment Schedule attached thereto) are hereby approved in the forms presented at this meeting, with such insertions, omissions and changes as shall be approved by the _____ [insert title of officials] of the Lessee (the "Authorized Officers") executing the same, the execution of such documents being conclusive evidence of such approval. The Authorized Officers of the Lessee are each hereby authorized and directed to sign and deliver the Master Lease, each Lease Schedule thereto, each Payment Schedule relating thereto and any related exhibits attached thereto if and when required; *provided, however*, that, without further authorization from the governing body of the Lessee, (a) the aggregate amount of the Rent Payments under all Leases entered into pursuant to the Master Lease shall not exceed \$17,280.00, and (b) the maximum term under any Lease entered into pursuant to the Master Lease shall not exceed 36 months. The Authorized Officers may sign and deliver Leases to the Lessor on behalf of the Lessee pursuant to the Master Lease on such terms and conditions as they shall determine are in the best interests of the Lessee up to the maximum aggregate amount of the Rent Payments and the maximum term provided above. The foregoing authorization shall remain in effect for a period of three years from the date hereof during which the Authorized Officers are authorized to sign and deliver Leases pursuant to the Master Lease on the terms and conditions herein provided and to be provided in each such Lease.

Section 3. The Authorized Officers and other officers and employees of the Lessee shall take all action necessary or reasonably required to carry out, give effect to and consummate the transactions contemplated by the Master Lease and each Lease Schedule (including, but not limited to, the execution and delivery of the certificates contemplated therein, including appropriate arbitrage certifications) and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Master Lease and each Lease Schedule.

Section 4. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 5. Effective Date. This Resolution shall be effective immediately upon its approval and adoption.

ADOPTED AND APPROVED by the Board of the Lessee this _____, 20____.

The undersigned further certifies that the above Resolution has not been repealed or amended and remains in full force and effect and further certifies that the Master Lease (including the form of Lease Schedule and Payment Schedule attached thereto) are the same as presented at said meeting of the governing body of Lessee, excepting only such changes, insertions and omissions as shall have been approved by the officers who executed the same.

Date: _____ 20__

[SEAL]

(Secretary/Clerk)

INSURANCE COVERAGE DISCLOSURE**PNC Equipment Finance, LLC, LESSOR****City of High Point, NC, LESSEE****RE: INSURANCE COVERAGE REQUIREMENTS**

2. In accordance with the Lease Schedule dated July 1, 2020, to the Master Equipment Lease-Purchase Agreement dated July 26, 2017 and identified in the Lease Schedule, Lessee certifies that it has instructed the insurance agent named below (please fill in name, address and telephone number):

to issue:

- a. All Risk Physical Damage Insurance on the leased Equipment evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming PNC Equipment Finance, LLC and/or its assigns as Lender Loss Payee.

Coverage Required: Full insurable value on a 100% replacement cost basis.

2. Public Liability Insurance evidenced by a Certificate of Insurance naming PNC Equipment Finance, LLC and/or its assigns as an Additional Insured.

Minimum Coverage Required:

\$1,000,000.00 per person
 \$2,000,000.00 aggregate bodily injury liability
 \$1,000,000.00 property damage liability

Proof of insurance coverage will be provided to PNC Equipment Finance, LLC, 655 Business Center Drive, Suite 250 Horsham, PA 19044, prior to the time that the property is delivered to Lessee.

OR

2. Pursuant to the Master Lease, Lessee represents and warrants, in addition to other matters under the Lease, that it is lawfully self-insured as more fully described in the attached letter.

LESSEE: City of High Point, NC

By _____

Name: _____ Title: _____

SELF-INSURANCE LETTER**[TO BE TYPED ON LESSEE'S LETTERHEAD]**

July 1, 2020

PNC Equipment Finance, LLC
655 Business Center Drive, Suite 250
Horsham, PA 19044

Re: Master Equipment Lease-Purchase Agreement
dated as of July 26, 2017 and Lease Schedule thereto dated July 1, 2020

Ladies and Gentlemen:

Under the above-referenced Lease Schedule, City of High Point, NC, as lessee ("*Lessee*"), is required to maintain certain insurance policies with respect to the Equipment subject thereto, *provided* that insurance policies are not required if Lessee has an actuarially sound self-insurance program that is acceptable to PNC Equipment Finance, LLC. This letter is for the purpose of describing Lessee's self-insurance program.

[Describe self-insurance program for property damage - whether a self-insurance fund or contingency fund is maintained; and whether there is an excess policy in which case an insurance authorization letter must be attached.]

[Describe self-insurance program for public liability risks - whether a self-insurance fund or contingency fund is maintained; whether the Lessee's public liability exposure is capped pursuant to a Tort Claims Act; and whether the Lessee maintains an excess liability policy, in which case an insurance authorization letter must be attached.]

Please do not hesitate to contact me if you have any questions concerning the self-insurance described in this letter.

Very truly yours,

City of High Point, NC, as Lessee

By: _____
Name: _____
Title: _____

INSURANCE INFORMATION

Please provide the following information to your insurance company to help expedite receipt of the necessary coverage:

ITEMS WHICH NEED TO BE REFLECTED ON INSURANCE CERTIFICATE:

- PNC EQUIPMENT FINANCE, LLC MUST BE NAMED LENDER LOSS PAYEE AND ADDITIONAL INSURED
- 30 Days Notice of Cancellation
- Not Less than \$2,000,000.00 limits on liability
- Certificate must reflect a short equipment description
- Certificate must reflect an expiration date

Certificate Holder Information:

PNC Equipment Finance, LLC
its successors and/or all assigns
655 Business Center Drive, Suite 250
Horsham, PA 19044

Please send copy of certificate to Brian Sauermelch at Brian.sauermelch@leaserv.com

The original should be mailed to the same at:

PNC Equipment Finance, LLC
655 Business Center Drive, Suite 250
Horsham, PA 19044

FINAL RECEIPT CERTIFICATE

LEASE SCHEDULE NO. 1163199-1

Dated: July 1, 2020

Reference is made to the above Lease Schedule ("Schedule") and to the Master Lease-Purchase Agreement ("Master Lease") identified in said Lease Schedule, which have been executed and delivered by the undersigned Lessee ("Lessee") and PNC Equipment Finance, LLC ("Lessor"). This Certificate amends and supplements the terms and conditions of the Lease Schedule and is hereby made a part of the Lease Schedule. Unless otherwise defined herein, capitalized terms defined herein, capitalized terms defined in the Master Lease or the Lease Schedule shall have the same meaning when used herein.

Notwithstanding anything to the contrary, express or implied, in the Master Lease (including the Schedules attached thereto), Lessee agrees as follows:

1. **ACCEPTANCE OF EQUIPMENT.** AS OF THE ACCEPTANCE DATE STATED BELOW AND AS BETWEEN LESSEE AND LESSOR, LESSEE HEREBY AGREES THAT: (A) LESSEE HAS RECEIVED AND INSPECTED ALL OF THE EQUIPMENT DESCRIBED IN THE LEASE SCHEDULE ("EQUIPMENT"); (B) ALL EQUIPMENT IS IN GOOD WORKING ORDER AND COMPLIES WITH ALL PURCHASE ORDERS, CONTRACTS AND SPECIFICATION; (C) LESSEE ACCEPTS ALL EQUIPMENT FOR PURPOSES OF THE LEASE "AS-IS, WHERE-IS"; AND (D) LESSEE WAIVES ANY RIGHT TO REVOKE SUCH ACCEPTANCE.

ACCEPTANCE DATE: _____

2. **RENT PAYMENTS.** LESSEE HEREBY CONFIRMS THAT LESSEE WILL COMMENCE PAYMENT OF THE RENT PAYMENTS FOR THE EQUIPMENT IN THE AMOUNTS SPECIFIED IN LEASE SCHEDULE WITH THE FIRST RENT PAYMENT BEING DUE ON _____.

City of High Point, NC,
("Lessee")

By: _____

Title: _____

Addendum to Master Lease Agreement

This Addendum to Master Lease Agreement dated as of July 1, 2020, is made to that certain Master Lease Agreement dated July 26, 2017, together with any prior amendments, (collectively, "**Agreement**") entered into between PNC Equipment Finance, LLC, a Delaware limited liability company ("**Lessor**"), with an office located at 655 Business Center Drive, Suite 250, Horsham, PA 19044 and CITY OF HIGH POINT, NC, with its principal office located at 211 SOUTH HAMILTON STHIGH POINT, NC 27260, ("**Lessee**").

Preliminary Statement

Lessor and Lessee agree to include a Beneficial Ownership Certification provision and an Electronic Signatures and Records provision in the Agreement.

Agreement

In consideration of the foregoing, it is agreed that the Agreement is amended as follows:

1. **AMENDMENT:** The Agreement is amended by adding the following provisions as Sections ____ and ____

"____. **BENEFICIAL OWNERSHIP CERTIFICATION:** Lessee represents and warrants, as of the date hereof, and as of the date of execution of each Rental Schedule hereunder, that the information in the Certification of Beneficial Owner(s) ("**Certification of Beneficial Owners**") executed and delivered to Lessor on or prior to the date of this Agreement, if any, as updated from time to time in accordance with this Agreement, is true, complete and correct as of the date hereof and as of the date any such update is delivered. Lessee agrees that from the date of execution of this Agreement until this Agreement and all Rental Schedules have been terminated, Lessee will provide: (i) confirmation of the accuracy of the information set forth in the most recent Certification of Beneficial Owners provided to Lessor, as and when requested by Lessor; (ii) a new Certification of Beneficial Owners in form and substance acceptable to Lessor when the individual(s) identified as a controlling party and/or a direct or indirect individual owner on the most recent Certification of Beneficial Owners provided to Lessor have changed; and (iii) such other information and documentation as may reasonably be requested by Lessor from time to time for purposes of compliance by Lessor with applicable laws (including without limitation the USA Patriot Act and other "know your customer" and anti-money laundering rules and regulations), and any policy or procedure implemented by Lessor to comply therewith.

____. **ELECTRONIC SIGNATURES AND RECORDS:** Notwithstanding any other provision herein, the Lessee agrees that this Agreement, the Rental Schedules, any amendments thereto, and any other information, notice, signature card, agreement or authorization related thereto (each, a "**Communication**") may, at Lessor's option, be in the form of an electronic record. Any Communication may, at Lessor's option, be signed or executed using electronic signatures. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance by Lessor of a manually-signed, paper Communication which has been converted into electronic form (such as a scanned into PDF format) for transmission, delivery and/or retention."

2. **REAFFIRMATION:** Except as otherwise provided herein, the remaining terms and provisions of the Agreement are hereby ratified and reaffirmed. The Addendum only applies prospectively from the date of this Addendum stated above.

The foregoing Addendum has been duly executed by the authorized officers of the undersigned as of the day and year first set forth above.

Lessor: PNC Equipment Finance, LLC

Lessee: CITY OF HIGH POINT, NC

Signature: 	Signature: 
Print Name:	Print Name:
Title:	Title:
Date:	Date:



Lease # 1163199-1

Please provide the following information. By providing such information, you will enable us to ensure prompt payment of your vendor and the correct processing of your lease transaction.

Thank you.

Lessee Information

Full Business Legal Name: CITY OF HIGH POINT, NC		Federal Tax ID Number: 566000231	
Invoices should be directed to:	Attention:		
Address	City:	State:	Zip:

Preferred Method of Payment: (Please check)

☐ Monthly Invoice (Mail)		
Invoices should be directed to:	Attention:	
Address	City:	
	Email:	
☐ Monthly Invoice (Email)		
Billing Contact:		

Contact Information

In order to verify receipt of equipment and review terms and conditions of the lease, please provide contact information for one or more staff that can assist in this process.

Contact 1:	Phone:
Email:	
Contact 2:	Phone:
Email:	

I hereby attest the above information is accurate.

Signature X	Date
Email:	



July 1, 2020

City of High Point, NC
211 South Hamilton Street
High Point, NC 27260

RE: Lease Number 1163199-2

Enclosed are the necessary documents needed to complete your lease transaction. Please review, sign and return the following:

- **Lease Schedule C** - Please have the Authorized Signor execute both counterparts and provide their title. We will return counterpart 2 of 2 fully executed once the lease commences.
- **Final Receipt Certificate** - At the point of delivery, fill out this form and return the original to us. We will not be unable to disburse funds until we receive this signed form.
- **Payment Schedule A-1** - Please sign and provide the title of the signor.
- **Certificate of Incumbency** - List your Authorized Representative(s) and their title(s) in the body of the Resolution. Have the Authorized Representatives provide their names, title and signatures(s) on the lines which appear under the Authorized Representative Signature Section near the bottom of the Resolution. Finally, have the Secretary or appropriate Trustee attest to the information of the Authorized Representative(s) by signing and printing his/her name, title and date on the last signature line provided. **The person who validates the signature should not sign the Lease Agreement.** The Resolution must reflect the title(s) of the individual(s) who have authorization to sign the documents.
- **Insurance Request Form** - Please contact your insurer, prior to delivery, to obtain a certificate of insurance. Please enclose the certificate with the signed documentation.
- **CDD Addendum** - Please have the Authorized Signor execute the documents and provide their title.
- **Customer Information Form** - Please complete and return.
- **Sales Tax Exemption Certificate** - Please return a copy with the documents.
- **Minutes of Governing Body (approving the purchase & finance of equipment)** - Please return a copy with the documents.

Please return the documents to PNC Equipment Finance, LLC, Attn: Brian Sauermelch 655 Business Center Dr, Horsham, PA 19044 in the postage paid envelope enclosed.

If you have any questions please contact me at brian.sauermelch@leaserv.com.

Sincerely,
Brian Sauermelch
Commercial Transaction Coordinator

LEASE SCHEDULE C**(NON-TAX-EXEMPT RENTAL WITH FMV PURCHASE OPTION)**

Dated as of July 1, 2020,

This Lease Schedule No. 1163199-2 (this "*Schedule*") relates to the Master Equipment Lease-Purchase Agreement referenced below and, together with the terms and conditions of the Master Lease incorporated herein by reference (subject to Paragraph 6 below), constitutes a Lease. Unless otherwise defined herein, capitalized terms will have the same meaning ascribed to them in the Master Lease. All terms and conditions of the Master Lease (except as otherwise provided in Paragraph 6 below) are incorporated herein by reference.

Master Equipment Lease-Purchase Agreement dated July 26, 2017.

1. *Equipment Description.* As used in the Lease, "*Equipment*" means all of the property described in the Payment Schedule attached to this Schedule and all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto.
2. *Rent Payments; Lease Term.* The Rent Payments to be paid by Lessee to Lessor, the Commencement Date of this Lease and the Lease Term of this Lease are set forth on the Payment Schedule attached to this Schedule.
3. *Essential Use; Current Intent of Lessee.* Lessee represents that (a) the use of the Equipment is essential to Lessee's proper, efficient and economic functioning or to the services that Lessee provides to its citizens, (b) the Equipment will be used by Lessee only for the purpose of performing its governmental or proprietary functions consistent with the permissible scope of its authority and will not be used in a trade or business of any person or entity, and (c) the useful life of the Equipment is not less than the stated full Lease Term of this Lease. Lessee has determined that a present need exists for the Equipment which need is not temporary or expected to diminish in the near future. Lessee currently intends for the full Lease Term: to use the Equipment; to continue this Lease; and to make Rent Payments so long as funds are appropriated by its governing body for the succeeding fiscal year.
4. *ACCEPTANCE OF EQUIPMENT.* AS BETWEEN LESSEE AND LESSOR, LESSEE AGREES THAT (a) LESSEE HAS RECEIVED AND INSPECTED ALL EQUIPMENT; (b) ALL EQUIPMENT IS IN GOOD WORKING ORDER AND COMPLIES WITH ALL PURCHASE ORDERS, CONTRACTS AND SPECIFICATIONS; (c) LESSEE ACCEPTS ALL EQUIPMENT FOR PURPOSES OF THE LEASE "AS-IS, WHERE IS"; AND (d) LESSEE WAIVES ANY RIGHT TO REVOKE SUCH ACCEPTANCE.
5. *Re-Affirmation of the Master Lease Representations, Warranties and Covenants.* Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Master Lease (particularly Sections 6.1 and 16 thereof) are true and correct as though made on the date of execution of this Schedule.

6. *Override of Certain Master Lease Provisions.* Notwithstanding any provision in the Master Lease to the contrary:
- (a) Lessee does not acquire or purchase ownership of the Equipment pursuant to this Lease, but is renting the use of the Equipment during the term of this Lease subject to the purchase option herein granted;
 - (b) Rent Payments under this Lease do not include the accrual of an interest portion;
 - (c) Lessor shall be solely responsible to pay the Purchase Price with respect to the Equipment subject to this Lease and shall not be obligated to reimburse Lessee for all or any portion of such Purchase Price;
 - (d) Title to all Equipment under this Lease is vested in Lessor, subject to Lessee's rights under this Lease (including the purchase option herein granted); and
 - (e) Paragraph 15 of the Master Lease shall not be incorporated into, or constitute a portion of, this Lease.
7. *Delivery of Equipment to Lessor on Final Rent Payment Date.* Unless Lessee exercises its option in accordance with Paragraph 8 of this Schedule, Lessee shall deliver the Equipment to or at the direction of Lessor on the Final Rent Payment Date in accordance with Section 21 of the Master Lease (as incorporated by reference into this Lease), after which Lessee shall have no further right, title or interest in or to the Equipment.
8. *Purchase Option.* (a) For good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and so long as no default shall have occurred and be continuing, Lessee may, at Lessee's option, purchase the Equipment leased pursuant to this Lease on an "as is, where is" basis, without representation or warranty, express or implied, at the end of the Initial Term at a price equal to the Fair Market Value thereof, plus applicable taxes. "Fair Market Value" shall be equal to the value which would be obtained in an arms-length transaction between an informed and willing buyer and an informed and willing seller under no compulsion to sell, and in such determination, costs of removal of the Equipment from its location of current use shall not be a deduction from such value. If Lessee and Lessor cannot agree on the Fair Market Value thereof, such value shall be determined by appraisal at the sole expense of Lessee. Appraisal shall be a procedure whereby two recognized independent appraisers, one chosen by Lessee and one by Lessor, shall mutually agree upon the amount in question. If the appraisers are unable to agree upon the amount in question, a third recognized independent appraisers' evaluation shall be binding and conclusive on Lessee and Lessor.

If Lessee desires to exercise the option herein granted, Lessee shall deliver written notice to Lessor stating that Lessee thereby exercises such option for purchase to be effective and payable on the Final Rent Payment Date, which notice shall be delivered by Lessee to Lessor at least one hundred twenty (120) days prior to the Final Rent Payment Date. If Lessor has received such notice of exercise but has not received payment in full of the

Purchase Option Price on or before the Final Rent Payment Date, Lessee shall be deemed to have elected not to purchase the Equipment subject to this Lease, in which event Lessee shall be required to deliver the Equipment to Lessor in accordance with Section 21 of the Master Lease (as incorporated by reference in this Lease).

(b) Lessee's purchase option granted in this Paragraph 8 shall be and is expressly subject and subordinate to Lessor's right, title and interest in and to the Equipment and its rights as Lessor under this Lease.

(c) Upon satisfaction of the conditions specified in this Paragraph 8 for Lessee's purchase of the Equipment subject to this Lease, Lessor shall transfer, "as-is, where-is," without recourse or warranty, express or implied, of any kind whatsoever, all of Lessor's right, title and interest in and to such Equipment to Lessee.

(d) As used herein, (i) "Final Rent Payment Date" means _____.

City of High Point, NC,
as Lessee

PNC Equipment Finance, LLC,
as Lessor

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Counterpart No. 1 of 2 manually executed and serially numbered counterparts. To the extent that this Lease constitutes chattel paper (as defined in the Uniform Commercial Code), no security or ownership interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

PAYMENT SCHEDULE A-1

Attached to and made a part of that certain Lease Schedule No. 1163199-2 dated as of July 1, 2020 by and between PNC Equipment Finance, LLC, as lessor, and City of High Point, NC, as lessee.

Commencement Date: _____

1. EQUIPMENT LOCATION & DESCRIPTION:

Quantity	Description	Equipment Location	Serial No.
2	TXT Gas Freedom	211 South Hamilton Street High Point, NC 27260	
120	TXT 48V	211 South Hamilton Street High Point, NC 27260	

Together with all attachments, tooling, accessories, appurtenances, and additions thereto.

2. LEASE PAYMENT SCHEDULE:

- (a) Number of Rent Payments: 36 months
- (b) Rent Payment cycle: Monthly
- (c) Rent Payment commences on: _____
- (d) Amount of Rent Payments: \$9,895.42, plus applicable taxes

CITY OF HIGH POINT, NC,
as Lessee

PNC Equipment Finance, LLC,
as Lessor

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

CERTIFICATE OF INCUMBENCY

I, the undersigned, do hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of City of High Point, NC ("*Lessee*"), a political subdivision duly organized and existing under the laws of the State where Lessee is located, that I have the title stated below, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of Lessee holding the offices set forth opposite their respective names and are authorized on behalf of Lessee to enter into that certain Master Equipment Lease-Purchase Agreement dated July 26, 2017 (the "*Master Lease*") and separate Lease Schedules relating thereto from time to time as provided in the Master Lease (collectively, the "*Schedules*"), each between Lessee and PNC Equipment Finance, LLC, as lessor.

_____ Name	_____ Title	_____ Signature
_____ Name	_____ Title	_____ Signature
_____ Name	_____ Title	_____ Signature

IN WITNESS WHEREOF, I have duly executed this Certificate and affixed the seal of Lessee on this ____ day of _____, 20__.

LESSEE: City of High Point, NC

[SEAL]

(Secretary/Clerk)
Print Name: _____
Official Title: _____
(other than the person signing the documents)

FORM OF OPINION OF LESSEE'S COUNSEL**(PLEASE FURNISH THIS TEXT ON ATTORNEY'S LETTERHEAD)**

July 1, 2020

PNC Equipment Finance, LLC
655 Business Center Drive, Suite 250
Horsham, PA 19044

Re: Master Equipment Lease-Purchase Agreement
dated July 26, 2017 and Lease Schedules thereto

Ladies and Gentlemen:

As counsel for City of High Point, NC ("*Lessee*"), I have examined the Master Equipment Lease-Purchase Agreement duly executed by Lessee and dated July 26, 2017 (the "*Master Lease*"), which has been incorporated by reference into Lease Schedule No. 1163199-2 dated July 1, 2020 (the "*Original Lease Schedule*"), each between Lessee and PNC Equipment Finance, LLC, as lessor ("*Lessor*"), the *Schedule A-1* attached to the Original Lease Schedule (the "*Original Payment Schedule*") and the proceedings taken by the governing body of Lessee to authorize on behalf of Lessee the execution and delivery of the Master Lease, the Original Lease Schedule, the Original Payment Schedule and all additional lease schedules and related payment schedules to be entered into pursuant to the Master Lease (each of which is herein referred to as an "*Additional Lease Schedule*") and to be executed and delivered by the same authorized officers on behalf of Lessee in substantially the same manner and in substantially the same form as the Original Lease Schedule. The Original Lease Schedule, which incorporates by reference the terms and conditions of the Master Lease, and the related Original Payment Schedule are herein collectively referred to as the "*Lease*." Any Additional Lease Schedule, which incorporates by reference the terms and conditions of the Master Lease, and the related payment schedule are herein collectively referred to as an "*Additional Lease*."

Based upon the foregoing examination and upon an examination of such other documents and matters of law as I have deemed necessary or appropriate, I am of the opinion that:

1. Lessee is duly organized and legally existing as a political subdivision, municipal corporation or similar public entity under the Constitution and laws of the State of North Carolina with full power and authority to enter into, and perform its obligations under, the Lease and each Additional Lease.

2. The Lease and each Additional Lease have each been duly authorized and have been or, with respect to each Additional Lease, will be, duly executed and delivered by Lessee. Assuming due authorization, execution and delivery thereof by Lessor, the Lease constitutes, and each Additional Lease will constitute, the legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with their respective terms, except to the extent limited by State and federal law affecting creditor's remedies and by bankruptcy, reorganization, moratorium or other laws of general application relating to or affecting the enforcement of creditors' rights.
3. Lessee has complied with any applicable property acquisition laws and public bidding requirements in connection with the Lease, each Additional Lease and the transactions contemplated thereby.
4. To the best of my knowledge, there is no litigation or proceeding pending or threatened before any court, administrative agency or governmental body that challenges: the organization or existence of Lessee; the authority of its officers; the proper authorization, approval and execution of the Lease, any Additional Lease or any documents relating thereto; the appropriation of monies to make payments under the Lease or any Additional Lease; or the ability of Lessee otherwise to perform its obligations under the Lease or any Additional Lease and the transactions contemplated thereby.
5. The resolution adopted by Lessee's governing body authorizing the execution and delivery of the Master Lease, the Original Lease Schedule, the Additional Lease Schedules and certain other matters was adopted at a meeting that was held in compliance with all applicable laws relating to the holding of open and public meetings.
6. The entering into and performance of the Lease and each Additional Lease do not and will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of Lessee or on the Equipment (as such term is defined in the Master Lease) pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Lessee is a party or by which it or its assets may be bound.
7. The correct legal name of Lessee for purposes of the Uniform Commercial Code in effect in the State is City of High Point, NC.

This opinion may be relied upon by purchasers and assignees of Lessor's interests in the Lease and each Additional Lease.

Very truly yours,

Attorney

**FORM OF
AUTHORIZING RESOLUTION/EXTRACT OF MINUTES**

At a duly called meeting of the governing body of City of High Point, NC, held in accordance with all applicable legal requirements, including open meeting laws, on the ____ day of _____ 20 ____, the following resolution was introduced and adopted:

A RESOLUTION OF THE GOVERNING BODY OF CITY OF HIGH POINT, NC AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT WITH PNC EQUIPMENT FINANCE, LLC, AS LESSOR, AND SEPARATE LEASE SCHEDULES THERETO FOR THE ACQUISITION, PURCHASE, FINANCING AND LEASING OF CERTAIN EQUIPMENT WITHIN THE TERMS HEREIN PROVIDED; AUTHORIZING THE EXECUTION AND DELIVERY OF OTHER DOCUMENTS REQUIRED IN CONNECTION THERewith; AND AUTHORIZING ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.

WHEREAS, City of High Point, NC (the "*Lessee*"), a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State/Commonwealth of North Carolina is authorized by the laws of the State/Commonwealth of North Carolina to purchase, acquire and lease certain equipment and other property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, the governing body of the Lessee (the "*Board*") has determined that a true and very real need exists for the acquisition, purchase and financing of certain property consisting of Golf Cars and Shuttles (collectively, the "*Equipment*") on the terms herein provided; and

WHEREAS, in order to acquire such Equipment, the Lessee proposes to enter into that certain Master Equipment Lease-Purchase Agreement (the "*Master Lease*") with PNC Equipment Finance, LLC, as lessor (the "*Lessor*"), substantially in the proposed form presented to the Board at this meeting, and separate Lease Schedules thereto substantially in the form attached to the Master Lease; and

WHEREAS, the Board deems it for the benefit of the Lessee and the efficient and effective administration thereof to enter into the Master Lease and the separate Lease Schedules relating thereto from time to time as provided in the Master Lease for the purchase, acquisition, financing and leasing of the Equipment to be therein more specifically described on the terms and conditions provided therein and herein;

NOW, THEREFORE, BE IT AND IT IS HERBY RESOLVED BY THE GOVERNING BODY OF THE LESSEE AS FOLLOWS:

Section 1. It is hereby found and determined that the terms of the Master Lease (including the form of Lease Schedule and Payment Schedule attached thereto), in the form presented to this meeting, are in the best interests of the Lessee for the acquisition, purchase, financing and leasing of the Equipment.

Section 2. The form, terms and provisions of the Master Lease (including the form of Lease Schedule and Payment Schedule attached thereto) are hereby approved in the forms presented at this meeting, with such insertions, omissions and changes as shall be approved by the _____ [insert title of officials] of the Lessee (the "Authorized Officers") executing the same, the execution of such documents being conclusive evidence of such approval. The Authorized Officers of the Lessee are each hereby authorized and directed to sign and deliver the Master Lease, each Lease Schedule thereto, each Payment Schedule relating thereto and any related exhibits attached thereto if and when required; *provided, however*, that, without further authorization from the governing body of the Lessee, (a) the aggregate amount of the Rent Payments under all Leases entered into pursuant to the Master Lease shall not exceed \$356,235.12, and (b) the maximum term under any Lease entered into pursuant to the Master Lease shall not exceed 36 months. The Authorized Officers may sign and deliver Leases to the Lessor on behalf of the Lessee pursuant to the Master Lease on such terms and conditions as they shall determine are in the best interests of the Lessee up to the maximum aggregate amount of the Rent Payments and the maximum term provided above. The foregoing authorization shall remain in effect for a period of three years from the date hereof during which the Authorized Officers are authorized to sign and deliver Leases pursuant to the Master Lease on the terms and conditions herein provided and to be provided in each such Lease.

Section 3. The Authorized Officers and other officers and employees of the Lessee shall take all action necessary or reasonably required to carry out, give effect to and consummate the transactions contemplated by the Master Lease and each Lease Schedule (including, but not limited to, the execution and delivery of the certificates contemplated therein, including appropriate arbitrage certifications) and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Master Lease and each Lease Schedule.

Section 4. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 5. Effective Date. This Resolution shall be effective immediately upon its approval and adoption.

ADOPTED AND APPROVED by the Board of the Lessee this _____, 20__.

The undersigned further certifies that the above Resolution has not been repealed or amended and remains in full force and effect and further certifies that the Master Lease (including the form of Lease Schedule and Payment Schedule attached thereto) are the same as presented at said meeting of the governing body of Lessee, excepting only such changes, insertions and omissions as shall have been approved by the officers who executed the same.

Date: _____ 20__

[SEAL]

(Secretary/Clerk)

INSURANCE COVERAGE DISCLOSURE**PNC Equipment Finance, LLC, LESSOR****City of High Point, NC, LESSEE****RE: INSURANCE COVERAGE REQUIREMENTS**

2. In accordance with the Lease Schedule dated July 1, 2020, to the Master Equipment Lease-Purchase Agreement dated July 26, 2017 and identified in the Lease Schedule, Lessee certifies that it has instructed the insurance agent named below (please fill in name, address and telephone number):

to issue:

- a. All Risk Physical Damage Insurance on the leased Equipment evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming PNC Equipment Finance, LLC and/or its assigns as Lender Loss Payee.

Coverage Required: Full insurable value on a 100% replacement cost basis.

2. Public Liability Insurance evidenced by a Certificate of Insurance naming PNC Equipment Finance, LLC and/or its assigns as an Additional Insured.

Minimum Coverage Required:

\$1,000,000.00 per person
 \$2,000,000.00 aggregate bodily injury liability
 \$1,000,000.00 property damage liability

Proof of insurance coverage will be provided to PNC Equipment Finance, LLC, 655 Business Center Drive, Suite 250 Horsham, PA 19044, prior to the time that the property is delivered to Lessee.

OR

2. Pursuant to the Master Lease, Lessee represents and warrants, in addition to other matters under the Lease, that it is lawfully self-insured as more fully described in the attached letter.

LESSEE: City of High Point, NC

By _____

Name: _____ Title: _____

SELF-INSURANCE LETTER**[TO BE TYPED ON LESSEE'S LETTERHEAD]**

July 1, 2020

PNC Equipment Finance, LLC
 655 Business Center Drive, Suite 250
 Horsham, PA 19044

Re: Master Equipment Lease-Purchase Agreement
 dated as of July 26, 2017 and Lease Schedule thereto dated July 1, 2020

Ladies and Gentlemen:

Under the above-referenced Lease Schedule, City of High Point, NC, as lessee ("*Lessee*"), is required to maintain certain insurance policies with respect to the Equipment subject thereto, *provided* that insurance policies are not required if Lessee has an actuarially sound self-insurance program that is acceptable to PNC Equipment Finance, LLC. This letter is for the purpose of describing Lessee's self-insurance program.

[Describe self-insurance program for property damage - whether a self-insurance fund or contingency fund is maintained; and whether there is an excess policy in which case an insurance authorization letter must be attached.]

[Describe self-insurance program for public liability risks - whether a self-insurance fund or contingency fund is maintained; whether the Lessee's public liability exposure is capped pursuant to a Tort Claims Act; and whether the Lessee maintains an excess liability policy, in which case an insurance authorization letter must be attached.]

Please do not hesitate to contact me if you have any questions concerning the self-insurance described in this letter.

Very truly yours,

City of High Point, NC, as Lessee

By: _____
 Name: _____
 Title: _____

INSURANCE INFORMATION

Please provide the following information to your insurance company to help expedite receipt of the necessary coverage:

ITEMS WHICH NEED TO BE REFLECTED ON INSURANCE CERTIFICATE:

- PNC EQUIPMENT FINANCE, LLC MUST BE NAMED LENDER LOSS PAYEE AND ADDITIONAL INSURED
- 30 Days Notice of Cancellation
- Not Less than \$2,000,000.00 limits on liability
- Certificate must reflect a short equipment description
- Certificate must reflect an expiration date

Certificate Holder Information:

PNC Equipment Finance, LLC
its successors and/or all assigns
655 Business Center Drive, Suite 250
Horsham, PA 19044

Please send copy of certificate to Brian Sauermelch at Brian.sauermelch@leaserv.com

The original should be mailed to the same at:

PNC Equipment Finance, LLC
655 Business Center Drive, Suite 250
Horsham, PA 19044

FINAL RECEIPT CERTIFICATE

LEASE SCHEDULE NO. 1163199-2

Dated: July 1, 2020

Reference is made to the above Lease Schedule ("Schedule") and to the Master Lease-Purchase Agreement ("Master Lease") identified in said Lease Schedule, which have been executed and delivered by the undersigned Lessee ("Lessee") and PNC Equipment Finance, LLC ("Lessor"). This Certificate amends and supplements the terms and conditions of the Lease Schedule and is hereby made a part of the Lease Schedule. Unless otherwise defined herein, capitalized terms defined herein, capitalized terms defined in the Master Lease or the Lease Schedule shall have the same meaning when used herein.

Notwithstanding anything to the contrary, express or implied, in the Master Lease (including the Schedules attached thereto), Lessee agrees as follows:

1. **ACCEPTANCE OF EQUIPMENT.** AS OF THE ACCEPTANCE DATE STATED BELOW AND AS BETWEEN LESSEE AND LESSOR, LESSEE HEREBY AGREES THAT: (A) LESSEE HAS RECEIVED AND INSPECTED ALL OF THE EQUIPMENT DESCRIBED IN THE LEASE SCHEDULE ("EQUIPMENT"); (B) ALL EQUIPMENT IS IN GOOD WORKING ORDER AND COMPLIES WITH ALL PURCHASE ORDERS, CONTRACTS AND SPECIFICATION; (C) LESSEE ACCEPTS ALL EQUIPMENT FOR PURPOSES OF THE LEASE "AS-IS, WHERE-IS"; AND (D) LESSEE WAIVES ANY RIGHT TO REVOKE SUCH ACCEPTANCE.

ACCEPTANCE DATE: _____

2. **RENT PAYMENTS.** LESSEE HEREBY CONFIRMS THAT LESSEE WILL COMMENCE PAYMENT OF THE RENT PAYMENTS FOR THE EQUIPMENT IN THE AMOUNTS SPECIFIED IN LEASE SCHEDULE WITH THE FIRST RENT PAYMENT BEING DUE ON _____.

City of High Point, NC,
("Lessee")

By: _____

Title: _____



Lease # 1163199-2

Please provide the following information. By providing such information, you will enable us to ensure prompt payment of your vendor and the correct processing of your lease transaction.

Thank you.

Lessee Information

Full Business Legal Name: CITY OF HIGH POINT, NC		Federal Tax ID Number: 566000231	
Invoices should be directed to:		Attention:	
Address	City:	State:	Zip:

Preferred Method of Payment: (Please check)

☐ Monthly Invoice (Mail)		
Invoices should be directed to:		Attention:
Address	City:	
☐ Monthly Invoice (Email)		Email:
Billing Contact:		

Contact Information

In order to verify receipt of equipment and review terms and conditions of the lease, please provide contact information for one or more staff that can assist in this process.

Contact 1:	Phone:
Email:	
Contact 2:	Phone:
Email:	

I hereby attest the above information is accurate.

Signature 	Date
Email:	

Addendum to Master Lease Agreement

This Addendum to Master Lease Agreement dated as of July 1, 2020, is made to that certain Master Lease Agreement dated July 26, 2017, together with any prior amendments, (collectively, "**Agreement**") entered into between PNC Equipment Finance, LLC, a Delaware limited liability company ("**Lessor**"), with an office located at 655 Business Center Drive, Suite 250, Horsham, PA 19044 and CITY OF HIGH POINT, NC, with its principal office located at 211 SOUTH HAMILTON ST HIGH POINT, NC 27260, ("**Lessee**").

Preliminary Statement

Lessor and Lessee agree to include a Beneficial Ownership Certification provision and an Electronic Signatures and Records provision in the Agreement.

Agreement

In consideration of the foregoing, it is agreed that the Agreement is amended as follows:

1. **AMENDMENT:** The Agreement is amended by adding the following provisions as Sections ____ and ____

"____. **BENEFICIAL OWNERSHIP CERTIFICATION:** Lessee represents and warrants, as of the date hereof, and as of the date of execution of each Rental Schedule hereunder, that the information in the Certification of Beneficial Owner(s) ("**Certification of Beneficial Owners**") executed and delivered to Lessor on or prior to the date of this Agreement, if any, as updated from time to time in accordance with this Agreement, is true, complete and correct as of the date hereof and as of the date any such update is delivered. Lessee agrees that from the date of execution of this Agreement until this Agreement and all Rental Schedules have been terminated, Lessee will provide: (i) confirmation of the accuracy of the information set forth in the most recent Certification of Beneficial Owners provided to Lessor, as and when requested by Lessor; (ii) a new Certification of Beneficial Owners in form and substance acceptable to Lessor when the individual(s) identified as a controlling party and/or a direct or indirect individual owner on the most recent Certification of Beneficial Owners provided to Lessor have changed; and (iii) such other information and documentation as may reasonably be requested by Lessor from time to time for purposes of compliance by Lessor with applicable laws (including without limitation the USA Patriot Act and other "know your customer" and anti-money laundering rules and regulations), and any policy or procedure implemented by Lessor to comply therewith.

____. **ELECTRONIC SIGNATURES AND RECORDS:** Notwithstanding any other provision herein, the Lessee agrees that this Agreement, the Rental Schedules, any amendments thereto, and any other information, notice, signature card, agreement or authorization related thereto (each, a "**Communication**") may, at Lessor's option, be in the form of an electronic record. Any Communication may, at Lessor's option, be signed or executed using electronic signatures. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance by Lessor of a manually-signed, paper Communication which has been converted into electronic form (such as a scanned into PDF format) for transmission, delivery and/or retention."

2. **REAFFIRMATION:** Except as otherwise provided herein, the remaining terms and provisions of the Agreement are hereby ratified and reaffirmed. The Addendum only applies prospectively from the date of this Addendum stated above.

The foregoing Addendum has been duly executed by the authorized officers of the undersigned as of the day and year first set forth above.

Lessor: PNC Equipment Finance, LLC

Lessee: CITY OF HIGH POINT, NC

Signature: 	Signature: 
Print Name:	Print Name:
Title:	Title:
Date:	Date:

CITY OF HIGH POINT

AGENDA ITEM



Title: Triad Regional Call Center Interlocal Agreement

From: Mark McDonald, Transportation Director

Meeting Date: September 21, 2020

Public Hearing: No

Advertising Date: NA

Advertised By: NA

Attachments:

1. Interlocal_Agreement_for_Piedmont_Triad_Regional_Mobility_Management_Call_Center
2. Resolution Approving An Interlocal w PART

PURPOSE:

Consideration of an Interlocal Agreement with the Piedmont Authority for Regional Transportation (PART) for participation in the regional mobility management call center.

BACKGROUND:

In 2015 City Council entered into an interlocal agreement with PART for the operation of a regional call center. The call center staff answers transit information phone calls for High Point Transit from 6:00 AM until 7:00 PM. The call center answers an average of 1,500 calls per month for High Point. An interlocal agreement continuing this relationship has been prepared that outlines the eligible participants and the roles and responsibilities of each participating party.

BUDGET IMPACT:

The City of High Point will contribute an estimated \$20,000 per year with the remaining amount to be covered by federal and other local funding in the approved transit system budget.

RECOMMENDATION / ACTION REQUESTED:

Staff has reviewed the Interlocal Agreement and recommends approval.

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

City of High Point Finance Director

Interlocal Agreement for The Piedmont Triad Regional Mobility Management Call Center

This Interlocal Agreement for The Piedmont Triad Regional Mobility Management Call Center (this “**Agreement**”) is entered into on this ____ day of _____, 2020 (the “**Effective Date**”) by and between the Piedmont Authority for Regional Transportation (“**PART**”), and the City of High Point (“**City**”).

WITNESSETH:

WHEREAS, the North Carolina General Statutes in Chapter 160A, Article 20, provide that units of local government may enter into agreements in order to execute an undertaking providing for the continual exercise by one unit of any power, function, or right; and

WHEREAS, PART and the City each operate separate, fixed route bus systems; and

WHEREAS, PART and the City desire to continue the Regional Mobility Management Call Center (the “**Call Center**”) that originated in 2015 for the purpose of receiving and handling telephone inquiries and calls regarding their respective fixed route bus systems operations and services; and

WHEREAS, the governing bodies of PART and the City have ratified this Agreement by resolution and that action being recorded in their respective minutes; and

WHEREAS, PART and the City have determined that it is in the public benefit and interest to enter into this Agreement to provide for an efficient public transportation service to their service areas.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, PART and the City agree as follows:

1. Initial Term of Agreement. The initial term of this Agreement was ratified in 2015 on the Effective Date, and was extended on June 30, 2016 through the end date of June 30, 2019 (the “**Initial Term**”).

2. Renewal. This Agreement shall automatically renew for a three (3) year term commencing on July 1, 2020, and shall continue until June 30, 2023, unless sooner terminated as

provided herein (the “**Renewal Term**”). Following the renewal term the participation under this agreement may be extended on an annual basis with the mutual consent from the Authorized Officials of both parties that have executed this agreement.

3. Participants. The participants shall be those parties listed on **Appendix A** hereto (the “**Participants**”).

4. Operator of the Call Center. The operator and manager of the Call Center (the “**Operator**”) shall be PART’s Transportation Demand Management Program or its designee.

5. Functions to be Provided by Operator. Subject to the terms of this Agreement, the Operator shall furnish personnel, services, equipment, facilities and all other items necessary for or incidental to the operation of the Call Center as specified in the Statement of Work, **Appendix B**, attached hereto and made a part of this Agreement.

6. Commencement of Operations. The Operator shall continue operations of the Call Center that originated on July 6, 2015 (the “**Operations Commencement Date**”). Public operations began on or after August 3, 2015. The functions and support of the Call Center operations is in functionality to support the member agencies of PART and provide information for users of public transportation services to the members of this agreement.

7. Obligations of Participants. Subject to the terms of this Agreement, each Participant shall:

- a. provide current, accurate and complete information for such Participant’s bus and paratransit operations, policies and services to the Operator on a regular basis and upon request by the Operator;
- b. pay Operator for the work performed in accordance with the Statement of Work, Appendix B, pursuant to the procedure set forth in Section 9 of this Agreement; and
- c. provide the Operator with changes to routes, schedules, and fares at least fourteen (14) business days prior to implementation or effective dates.

8. Annual budgeting process. The Operator shall provide a budget proposal to each Participant for the upcoming fiscal year of each year during the Term of this Agreement, and any renewal or extension thereof. The budget proposal shall: (i) be presented as a line-item breakdown of estimated costs; (ii) set forth all assumptions used to estimate the costs contained in the budget; and (iii) identify all anticipated grant funds that are dedicated to the operations of the Call Center. Each Participant’s respective costs shall be determined pursuant to the terms set forth in Section 11 of this Agreement. The budget proposal shall be finalized upon the concurrence of all Participants, which approval must occur by July 1st of each year during the Term of this Agreement, and any renewal or extension thereof.

9. Invoicing of Costs to the Participants. Each Participant shall pay the Operator for the work performed under this Agreement in accordance with the Statement of Work, Appendix B. Subject to the terms of this Agreement, a Participant's payment of its Respective Share (as defined in Section 11 below) shall constitute full and complete compensation for the performance of work by the Operator under this Agreement. Said amount shall be billed to each Participant by the Operator as follows: The Operator will invoice participating Agencies quarterly in arrears based upon their shares, as stipulated in Section 11 below, of actual expenditures incurred during the prior quarter for the operation of the Call Center ("**Actual Expenses**"). Invoices shall be paid in full within fifteen (15) days of receipt. The Operator shall set up a separate chart of accounts to track Actual Expenses. Annual Actual Expenses shall be audited by a third-party, and may be subject to audit by any Participant upon their request.

10. Addition of Other Agencies to this Agreement. The Participants agree that other Eligible Transit Agencies (hereinafter defined) may join and become a Participant to this Agreement provided that agency agrees in writing to abide by and be bound by the terms and conditions of this Agreement. For the purposes of this Section 10, Eligible Transit Agencies shall mean:

- a. City of Burlington;
- b. City of Greensboro;
- c. City of High Point;
- d. Yadkin Valley Economic Development District;
- e. Alamance County Transportation;
- f. Randolph Chatham Area Transit;
- g. Guilford County Transportation; and
- h. The HEAT system.

11. Cost-sharing agreement. During the Term and any renewal or extension thereof, the Participants shall be responsible for and pay the costs of the Call Center as set forth below:

- a. PART shall pay all costs occurring prior to the Operations Commencement Date.
- b. Upon the Operations Commencement Date, the Participants shall pay for the work set forth in the Statement of Work, Appendix B, on an equal share basis as set forth in the Budget, **Appendix C**.
- c. Twenty-four (24) months after the Operations Commencement Date, or sooner subject to Section 11(d) of this Agreement, the Operator and all Participants agree to review Call Center records and functions to determine an equitable share of Actual Expenses based upon Call Center activity related to each Participant's proportionate call volume and demand upon the Call Center's resources (the "**Call Center Review**"). This review shall take place prior to an upcoming fiscal year and shall be repeated at least every twenty-four (24) months.

- d. Notwithstanding anything set forth herein, should operational characteristics require more staff and/or additional expenses which shall cause the estimated expenses (the “**Estimated Expenses**”) to increase by 10% or less in the aggregate during any 24-month period (a “**Minor Increase**”), the Operator may invoice such Actual Expenses without prior notice and Participants shall pay such Actual Expenses subject to the procedure set forth in Section 9 of this Agreement. Should operational characteristics require more staff and/or additional expenses which shall cause the Estimated Expenses to increase by more than 10% in the aggregate during any 24-month period (a “**Major Increase**”), the Operator shall provide prior written notification of such Major Increase and the Participants shall conduct the Call Center Review to determine each Participant’s Respective Share.
- e. Each Participant’s share of expenses shall be referred to herein as its “**Respective Share**”.
- f. In the event that one or more Participants join this agreement after the Effective Date (each a “**New Party**”), the Operator shall invoice the New Party for its Respective Share of the expenses for the Call Center, prorated from the date such New Party joins this Agreement to the end of the then current quarter. All Participants to this Agreement at the time a New Party joins this Agreement shall receive a prorated reduction in their financial responsibility for the Call Center expenses in equal shares.

12. Withdrawal from this Agreement. Any Participant may withdraw from this Agreement and be released from its responsibilities hereunder by giving at least twelve (12) months’ prior advance written notice of its desire to do so to all of the other Participants. Such written notice shall state the date that the Participant desires to withdraw, which date must be the first day of a month.

13. Notices. Any notice given pursuant to this Agreement shall be deemed given if delivered by hand or if deposited in the United States Mail, postage paid and certified mail, return receipt requested and addressed as follows:

If to PART: Executive Director
PART
107 Arrow Road
Greensboro, NC 27409

And with a copy to:
Director of Finance and Administration
PART
107 Arrow Road
Greensboro, NC 27409

If to the City of High Point:
Transit Manager

High Point Transit
716 West MLK Jr. Drive
High Point, NC 27262

14. Binding Effect: This Agreement shall be binding upon and inure to the benefit of the parties and their agents, grantees, successors, and assigns.

15. Dispute Resolution: In the event a dispute arises between or among the Participants concerning a question or fact in connection with the requirements of this Agreement or compensation therefore, the parties hereto agree to bargain in good faith towards a mutual resolution. If the parties to this Agreement, after honest good faith negotiations, cannot reach a compromise then any party may adjudicate their dispute as allowed by the laws of the State of North Carolina.

16. Construction. The parties hereto acknowledge that this Agreement has been prepared and drafted through the efforts of all parties and all agree that in the interpretation, construction, and enforcement of the terms and conditions of this Agreement, there shall not be applied against any party the normal rules of construction that vague and ambiguous terms are to be construed against the drafting party.

17. Severability. If such provisions of this Agreement for any reason shall be declared invalid, illegal, or unenforceable, such decision shall not affect the validity of any remaining provisions that shall remain in full force and effect.

18. Counterparts; Electronic Signatures. This Agreement may be executed in counterparts and all so executed shall constitute one Agreement, notwithstanding that all parties are not signatories to the original or the same counterpart. Electronic transmissions of the signatures provided for below may be relied upon and shall have the same legal effect as the originals of such signatures.

19. Merger: This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements among the parties hereto (whether written or oral, express or implied) and is intended as a final expression of their mutual understanding. This Agreement shall not be altered, modified or amended except in writing signed by the duly authorized representatives of the parties hereto and specifically referring to this Agreement.

20. Compliance with Laws. The parties agree to comply with all state and federal laws, including those relating to discrimination, in the performance of this Agreement.

(Signatures on the following page)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives:

City of High Point

Authorized Official Signature: By: _____
Name: _____
Title: _____

Witness: By: _____
Name: _____
Title: _____

PIEDMONT AUTHORITY FOR REGIONAL TRANSPORTATION

Authorized Official Signature: By: _____
Name: _____
Title: _____

Witness: By: _____
Name: _____
Title: _____

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

PART Finance Director

Appendix A (Participants)

1. County of Davidson
2. Piedmont Authority for Regional Transportation (PART)
3. City of High Point

Appendix B (Statement of Work)

I. Overview of Primary Tasks

- A. Establish, operate and maintain physical and technical capability (i.e., computer equipment/phones/utilities and allocated cost of space) to receive inbound calls and capture data from inquirers needing Call Center services.
- B. Screen, train, monitor, and supervise adequate staff to receive calls as contemplated by this Agreement. Staffing levels shall be maintained at sufficient levels to have: (i) 90% of calls answered in 30 seconds; (ii) 75% of all incoming calls with a “live agent” before a customer is sent to a waiting queue; (iii) a minimum average handle time (AHT) of 120 seconds; (iv) record and forward all complaints and commendations to the designated staff at the Participant within 24 hours; and (v) mail brochures to customers within 48 hours of a request.
- C. Conduct phone calls according to standard protocols developed by Operator.
- D. Record data collected during phone calls as specified in this Agreement.
- E. On a monthly basis the Operator will provide each Participant with a report of the following statistics from the phone system: (i) call volume; (ii) percent of calls answered by a “live agent” within 30 seconds; (iii) percent of incoming calls answered by a “live agent” prior to being sent to a waiting queue; (iv) average call duration; (v) number of complaints and commendations; (vi) number of requests for paratransit information; and (vii) number of brochures mailed to customers.

The Operator will use reports automatically generated by the call center telephone monitoring software. When possible all calls will be assigned to the system for which the inquiry was made.

II. Detailed Task Description

- A. Operational Parameters. The Operator hereby agrees to provide the following operational parameters:
 - i. The Operator shall operate and staff the Call Center between the hours of 6:00 AM and 7:00 PM on Monday through Friday, excluding days all Participants have announced that they will not be operating their services (the “**Staffed Hours**”).
 - ii. During periods outside of the Staffed Hours, customer calls shall be forwarded to staff at the Participants’ respective local transit agencies.
 - iii. In instances of inclement weather, the Operator will keep the Call Center open and staffed for the Staffed Hours, except in conditions when all Participants have announced that they will not be operating their services.

- iv. Requests for changes to Staffed Hours may be initiated at any time by any Participant. All Participants must agree in writing to any changes and to the timeframe for implementation of any proposed change. In no event shall the timeframe for implementing any change to the Staffed Hours be less than thirty (30) days.

B. Functions Provided. The Operator hereby agrees to provide the following functions:

- i. Customer Service Representatives – Operator will hire, train, and provide on-going training to customer service representatives (“CSR’s”) to prepare the CSR’s to perform all Call Center duties consistent with performance standards as set forth herein. The CSR staff shall include full time supervisor(s) and call takers, part time call takers and any another personnel agreed upon in writing by all Participants.
- ii. Trip planning – CSR’s will provide informed assistance to customers in planning transit trips. Provided current, accurate information has been provided to Operator as required by this Agreement, bus and paratransit service information will be kept current in the publicly accessible website at www.partnc.org or as otherwise agreed by each Participant in writing.
- iii. Schedule information – CSR’s will provide customers with information about current schedules and upcoming schedule changes for each Participant’s bus system, provided accurate and current information has been provided to Operator.
- iv. Real-time bus status – CSR’s will inform customers of incidents and delays in response to questions about the status of bus locations. CSR’s will rely on local agency dispatchers to provide current and accurate information about incidents and delays.
- v. Bus fares and policies – CSR’s will answer customer questions about local and regional bus fares and passes, purchasing options, and all other policies of each Participant (e.g. prohibited behavior while on board each Participant’s transportation).
- vi. Complaints/commendations – CSR’s will attempt to address customer complaints while on the phone. They will record all customer complaints or commendations (whether successfully addressed on the phone or not) as they are received and will forward them to designated staff at the appropriate agency.
- vii. Lost and Found – Customers will be able to connect with the designated contacts at each agency for Lost and Found information through one of two

methods, either through the CSR's or through the Call Center's phone menu.

- viii. Rideshare information and matching – Customer Service Representatives will provide information about carpooling and vanpooling in the Triad and assist customers with on-line ride-matching requests.
- ix. Emergency Ride Home information – CSR's will provide customers with information about the regional Emergency Ride Home program, and will send out brochures or registration forms upon request.
- x. Mailing informational brochures – CSR's will mail route brochures and other informational brochures to customers upon request.
- xi. Paratransit information and applications – Customer Service Representatives will transfer customers with inquiries about paratransit services to the respective participating agency's paratransit service provider.
- xii. On-line pass sales processing – CSR's will process purchases from the partnc.org web site.
- xiii. Deviated Fixed (flex) route scheduling and dispatching – Customers will be able to schedule a pick-up on deviated fixed route system and check on ride status.

Appendix C (Budget)

As of the Operations Commencement Date, the Call Center shall operate under the budget set forth below. Subject to the provisions of Section 11 of the Agreement, each Participant's Respective Share shall be an equal share of the total expenses set forth below.

Budget:

Expenses

Salaries & Benefits	\$ 199,500.00
Supplies	2,100.00
IT	12,600.00
Marketing	2,000.00
Training	1,700.00
Utilities	3,100.00
Telephone - Landline	8,800.00
Maint - Bldg/Grounds	1,000.00
Janitorial	3,500.00
Total	\$ 234,300.00

Revenue

NCDOT – TDM Grant	\$ 109,445.00
PART	52,029.00
High Point Transit System	37,826.00
Davidson County	35,000.00
Total	\$ 234,300.00

The Operator shall submit quarterly invoices pursuant to the procedure set forth in Section 9 of the Agreement. As of the Effective Date, the estimated quarterly payments for the City of High Point are \$9,456.50, and Davidson County at \$8,750.00.

**RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN
THE CITY OF HIGH POINT AND THE PIEDMONT AUTHORITY FOR REGIONAL
TRANSPORTATION FOR PARTICIPATION IN TRIAD REGIONAL MOBILITY
CALL CENTER AGREEMENT**

WHEREAS, pursuant to the provisions of Section 160A-461 of the General Statutes of North Carolina, the City of High Point (“City”) is authorized to enter into interlocal agreements with other units of local government and local political subdivisions in order to execute any undertaking; and

WHEREAS, the Piedmont Authority for Regional Transportation (“PART”) is a body politic and corporate in the State of North Carolina, established and regulated in accordance with the provisions of Article 27, Chapter 160A of the North Carolina General Statutes; and

WHEREAS, PART and the City each operate separate, fixed route bus systems; and

WHEREAS, PART and the City desire to continue the Regional Mobility Management Call Center (the “**Call Center**”) that originated in 2015 for the purpose of receiving and handling telephone inquiries and calls regarding their respective fixed route bus systems operations and services; and

WHEREAS, the governing bodies of PART and the City have ratified this Agreement by resolution and that action being recorded in their respective minutes; and

WHEREAS, PART and the City have determined that it is in the public benefit and interest to enter into this Agreement to provide for an efficient public transportation service to their service areas.

THEREFORE, BE IT RESOLVED by the High Point City Council, that the Mayor is hereby authorized to execute the Interlocal Agreement between the City of High Point and the Piedmont Authority for Regional Transportation for participation in the Piedmont Triad Regional Mobility Management Call Center.

Adopted this the 21st day of September 2020.

Lisa B. Vierling
High Point City Clerk

Jay Wagner, Mayor

CITY OF HIGH POINT

AGENDA ITEM



Title: Capital Project Ordinance – Housing Authority Project

From: Bobby D. Fitzjohn, Financial Services Director

Meeting Date: September 21, 2020

Public Hearing: N/A

Advertising Date: N/A

Advertised By: -

Attachments: Capital Project Ordinance

PURPOSE:

A capital project ordinance is needed to appropriate \$6,500,000 for the Housing Authority's Daniel Brooks redevelopment plan. The project will be financed by General Obligation Bonds.

BACKGROUND:

In May 2018, the High Point City Council approved a \$6.5 million investment from the City of High Point into the Housing Authority's Daniel Brooks redevelopment effort. The \$43 million project will be financed by tax credit equity allocations, tax-exempt bond volume and subsidized loans allocated by the NC Housing Finance Agency, private market debt, and gap financing from HPHA. The City's contribution will be leveraged 7:1.

In November 2019, High Point voters approved a \$6.5 million General Obligation Bond to fund the project. The City's agreement with the Housing Authority allows them to request reimbursement for demolition and pre-development costs in September 2020, with the remaining amount of the contribution due in Spring 2021.

The Finance Department intends to issue General Obligation Bonds in Spring 2021 for the full contribution.

BUDGET IMPACT:

The project will be funded by General Obligation Bonds issued in Fiscal Year 2020-2021.

RECOMMENDATION / ACTIONS REQUESTED:

Staff recommends City Council approve the capital project ordinance.

"A CAPITAL PROJECT ORDINANCE AMENDMENT
OF THE CITY OF HIGH POINT, NORTH CAROLINA FOR THE
HOUSING AUTHORITY PROJECT

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

Section 1. The Project is for the development of affordable housing in the City of High Point. The project will serve the citizens of the City of High Point. The Project will be paid by proceeds from general obligation bonds.

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

Bond Proceeds	\$6,500,000
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Section 3. The following amounts are appropriated for the Project:

Contributions to Other Agencies	\$6,500,000
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Section 4. The Financial Services Director is hereby directed to maintain a Capital Project with sufficient detail accounting records to allow compliance with G.S. 159-28 Budgetary accounting for appropriations

Section 5. Copies of this capital project ordinance shall be made available to the City Manager and the Financial Services Director for direction in carrying out this project."

Adopted _____

CITY OF HIGH POINT

AGENDA ITEM



Title: City Council discussion of outside usage of The Pit

From: Randy McCaslin, Interim City Manager

Meeting Date: September 14, 2020

Public Hearing: NA

Advertising Date /
Advertised By: NA

Attachments: NA

PURPOSE:

The City of High Point has received a request to utilize The Pit for an event this fall. City Council needs to discuss usage parameters to provide staff with guidance.

BACKGROUND:

City staff does not currently have an approved policy for rental of the site and usage parameters. Several limitations exist as to the site versus other city owned properties.

BUDGET IMPACT:

n/a

RECOMMENDATION / ACTION REQUESTED:

City Council is requested to discuss and provide feedback and guidance.



PROSPERITY & LIVABILITY COMMITTEE (Virtual Meeting)

Chaired by Council Member Hudson

Committee Members: Hudson, Holmes, Peters, and Jefferson

September 9, 2020 – 9:00 a.m.

Council Chambers

MINUTES

As part of the City of High Point's ongoing COVID-19 Mitigation efforts, in-person attendance will not be allowed at this meeting. Instead, the meeting will be live-streamed and the public will be provided an opportunity to listen to the meeting once the meeting is in session. www.HighPointNC.gov/VirtualPublicMeeting

CALL TO ORDER

Following a virtual roll call vote for attendance, Chairman Hudson called the meeting to order at 9:09 a.m.

The following Committee Members were **physically present** in the Council Chambers: Chairman Wesley Hudson, and Committee Members Cyril Jefferson and Monica Peters.

Participating remotely:

Council Member Michael Holmes, Council Member Britt Moore, and Council Member Tyrone Johnson

Mayor Jay Wagner was also physically present in the Council Chambers.

Staff physically present:

Randy McCaslin, Interim City Manager; Greg Ferguson, Assistant City Manager; Eric Olmedo, Assistant City Manager; JoAnne Carlyle, City Attorney; Ryan Ferguson, Communications & Public Engagement; Sandy Dunbeck, Executive Vice President- High Point Economic Development; Mark McDonald, Director of Transportation; Mary Brooks, Deputy City Clerk; and Lisa Vierling, City Clerk.

Staff participating remotely:

Karen Rimmer, Special Events Coordinator; Loren Hill, President- High Point Economic Development Corporation; Marshall Yandle, Vice President- High Point Economic Development Corporation; and Tim McKinney, Director of Facility Services.

Note: The following documents will be attached in Legistar and incorporated as a permanent part of these proceedings.

1. *Photos- Proposed Locations for "Welcome to High Point" Signs on S. Main Street*
2. *Current Special Event Policy (adopted April 6, 2020)*
3. *Verbiage suggested for Categories of Events to amend the current policy*
4. *PowerPoint Presentation: 2020 Traffic Calming Projects*
5. *PowerPoint Presentation: Small-Scale Manufacturing Initiative*

PRESENTATION OF ITEMS

2020-329 Discussion- Street/Intersection Painting

Staff will provide information on the Policy to Allow Enhancement of City Streets, Intersections, Alleys, and Cul-de-sacs that was adopted by the City Council on August 15, 2016 and facilitate any discussion on possible revisions to the policy.

Mark McDonald, Director of the High Point Department of Transportation, shared that a street enhancement policy was adopted by the City Council in 2016 that allowed the painting of local streets in residential neighborhoods by residents, although the policy has yet to be utilized. He reported that the city has recently received some requests to paint streets other than the permitted residential streets and the policy currently does not allow any painting on streets except for residential. He advised it would be up to the City Council as to if the policy would be amended for that purpose. He further explained that the intent is for the painting to be "local art" and is not to be any advertisement or support/nonsupport of any issue.

Mayor Wagner shared the history on how the idea came about as a result of a visit he made to Portland, Oregon several years ago. At that time, they had at least 45 intersections that had been painted/improved and they had bus tours of those areas as well. He explained how it has helped to reduce crime, boosted and stimulated community involvement, increased property values, etc.... He further explained that one of the key things that Portland did in order to get around the constitutional questions on speech, was the restriction of no words, no recognizable symbols, and no promotion of any sort of political agenda.

Due to safety concerns, the City of High Point's policy was set up and restricted to only allow painting in intersections/cul-de-sacs located in residential neighborhoods. Mayor Wagner asked Mr. McDonald to speak to the reason these restrictions were placed in the policy. Mr. McDonald advised that most residential streets have very limited pavement markings that are used for traffic control, so there would be very little conflict with those markings. He spoke to how there would be a lot of pavement markings on the major intersections and how paintings in major intersections could cause driver confusion and would not be conforming to the typical methods of controlling traffic at intersections.

At this time, Chairman Hudson noted that Committee Member Jefferson asked for this matter to be placed on the agenda and asked him to speak to the request.

Committee Member Jefferson explained it was in regards to numerous inquiries that he has received by residents about potentially changing the policy and doing things differently. He advised that Phyllis Bridges made the formal request and shared that he has talked with Mayor Wagner about it. He noted that although he realized that the details of Ms. Bridges' request are outside of the currently adopted policy, he felt more questions/information was needed. He asked Mr. McDonald to share some data to substantiate the safety concerns and asked about any accidents that might have occurred in the past and if there are any other municipalities that allow this.

City Attorney JoAnne Carlyle affirmed that in the past year, the environment has changed from the federal government and they have been clamping down on painted intersections, bike lanes, etc.... for safety purposes and to date nothing has been settled regarding this. She advised that arguments are out there that claim this slows the traffic down; however, the federal government does not agree. She also pointed out that the "government speech" environment has changed causing other cities to pause similar programs so they can get things in place for it to be managed correctly and not be challenged.

Committee Member Jefferson asked if any consideration has been given to any viable alternatives to the formal request that has been received. Mayor Wagner explained that he did meet with Ms. Bridges earlier this summer after she sent him an email about the possibility of painting a mural on Hamilton Street that would say something like "End Racism Now," but he encouraged her to operate under the city's existing policy. He shared his reservations about how painting political language on streets could bring forth even more requests and that many might not agree with the language and spoke to how the city would have to make the determination about any language used because of the Constitutional threat. City Attorney Carlyle advised withstanding any challenges would prove to be difficult although the people do have the right to be heard, a determination would have to be made as to what could be allowed.

City Attorney Carlyle asked if NCDOT would have to approve any requests involving state-maintained streets and Mr. McDonald replied in the affirmative but pointed out that Hamilton Street is not a state-maintained street.

Mayor Wagner advised that he would not have a problem expanding the policy to paint more than residential intersections and noted that Chapel Hill has painted some of their crosswalks to make them more visible. City Attorney Carlyle pointed out this is the argument that the federal government is making and would not be acceptable. The Mayor spoke to the legal exposure the city could incur and expressed concerns about the city getting bogged down in reviewing the "art."

Committee Member Peters mentioned that Council talked about creating more diversity during the Council Retreat held in February and suggested the possibility of painting crosswalks to express diversity in art at the Hamilton/Commerce intersection might be an example.

Committee Member Jefferson stated he would like to engage the responses regarding the formal request that was made by Ms. Bridges and asked, again, if any consideration was given to any viable alternatives. He asked the Mayor about Ms. Bridges' response during

their conversation. Mayor Wagner stated that when Ms. Bridges submitted the idea of painting words on Hamilton Street, he encouraged her to reach out to the High Point Transportation Department. Mr. McDonald confirmed that she did reach out to the Transportation Department to inquire about whether or not Hamilton Street was a state-maintained street, but that was the extent of the inquiry.

Mayor Wagner advised that he believes that Ms. Bridges is still interested in painting Hamilton Street and that she would still like the policy to be amended to allow that. He reiterated his concerns about the constitutional liabilities associated with these types of requests and it has reached a point whether the City Council wants to amend the policy.

Committee Member Jefferson suggested that more information needs to be gathered such as the federal government's standpoint and more conversations are needed but felt as stewards of the resident's and the public's trust, it was certainly worth further deliberation.

2020-330**Discussion- New "Welcome" Sign on South Main Street**

Staff will facilitate discussion regarding a proposed "Welcome" sign to be located on S. Main Street.

Randy McCaslin, Interim City Manager, advised that he asked Tim McKinney, Director of Facility Services, to look at two of the city's existing "Welcome to High Point" signs and provide an estimate and Mr. McKinney estimated a new sign on S. Main Street to be in the \$15,000 range. Mr. McCaslin stated he also asked the High Point Transportation Department (HPDOT) to look at possible sites along S. Main Street and they came up with two sites that are owned by the North Carolina Department of Transportation (NCDOT) which would require their approval.

Mark McDonald, HPDOT Director, shared some visual pictures and aerial photos of the property located in the southwest quadrant of the city--both properties are located on state-owned property in the vicinity of S. Main Street/Archdale Road. He noted since both pieces of property are located in the NCDOT right-of-way, they would need to talk with NCDOT about constructing the sign in their right-of-way and obtaining the necessary encroachments.

Committee Member Peters mentioned a meeting she had with business owners in the S. Main Street area and one of the complaints that many had was they do not feel like they are a part of High Point. She spoke to how one of the sites was actually suggested by one of the business owners as a possibility for placement of a sign and noted that sometimes the smallest gesture could change attitudes and show that the city cares.

Chairman Hudson then moved to forward this matter to the City Council with a favorable recommendation for approval of a new "Welcome to High Point" sign to be located on S. Main Street on one of these two parcels as recommended by staff. Committee Member Peters made a second to the motion, which carried by the following 4-0 vote:

Aye (4):

Chairman Hudson, Committee Member Holmes, Committee Member Jefferson, and Committee Member Peters

2020-331 Discussion- Modifications to the Special Events Policy (City-Sponsored Events)

Staff will facilitate discussion regarding possible modifications to the Special Events Policy for city-sponsored events.

Chairman Hudson distributed copies of some verbiage he was recommending for Categories of Events (co-sponsored events) that could be added to the Special Event Policy for clarification purposes. He proceeded to read the statement into the record as follows:

Categories of Events. Co-Sponsored- Co-sponsored events are determined by the City Council and are events of general interest to the public which provide a special economic development benefit or advance the City's (livability or) public image. (The city will not co-sponsor fund-raising events for any organization.). The City will determine.....

He explained the reasoning behind his request was that the City continues to receive a multitude of requests from nonprofits for co-sponsorship of 5K races, etc.... and it is his preference to have an across-the-board policy so that it is fair to everyone.

At this time, Chairman Hudson moved to forward this proposed amendment to the City's Special Event Policy to the City Council with a favorable recommendation. Committee Member Peters made a second to the motion.

For further discussion, Committee Member Jefferson asked if the Coltrane Jazz Festival would fall under this proposed amendment because they are a nonprofit. Chairman Hudson replied they would not because the amendment would allow for exemptions like the Coltrane Jazz Festival. Committee Member Jefferson expressed concerns regarding the amendment citing ambiguity. Chairman Hudson explained that the Coltrane Jazz Festival is not a fundraising event and noted the funds that they raise helps to maintain the event.

Committee Member Peters asked if the Labonte cycling event would be exempt. Council Member Hudson replied that they would not be exempt.

At this time, Committee Member Peters rescinded her second she previously made to the motion.

City Attorney JoAnne Carlyle advised that these answers are not definitive at this point in time because any questions about the exempt/nonexempt status of any event would have to be weighed on a case-by-case basis. Committee Member Jefferson questioned the effect of the amended language and asked for further clarification citing he could think of several additional examples--all of which are still fundraising events. He reiterated his concerns regarding ambiguity of the amendment and questioned the need to adopt this language to modify the City's current policy.

City Attorney Carlyle advised that while she was not involved in drafting the wording of the proposed amendment to the policy, she believed the intent was to make it easier for Council to make these types of decisions. Chairman Hudson affirmed this was the case and that he was trying to prevent spending months discussing city-sponsored events that could be arbitrarily changed by Council later on.

Committee Member Peters felt the currently adopted policy should remain unchanged and noted if the policy is changed, the wording in the policy could very well deter many organizations wanting to hold fundraising events in High Point.

Committee Member Holmes shared his biggest concern is taking these questions as they come up on a case-by-case basis, if there are going to be exemptions, and what would qualify for an exemption. He felt there seems to be a lot of gray area in interpretation of the proposed policy change and the adjustment would leave too much subjectivity for it to be clear to anyone.

Chairman Hudson reiterated the reason he was recommending it be added was for more clarity. He further explained one of the dangers is public perception that in allowing someone to co-sponsor an event while denying others and this could be perceived as doing favors for friends.

Chairman Hudson then withdrew his previous motion and advised he would like to bring it back up for further discussion at a future meeting.

2020-335

Presentation- New "Traffic Calming" Projects

Staff will provide a presentation on new "Traffic Calming" projects.

Mark McDonald, Director of Transportation, advised that the City Council adopted the Traffic Calming Policy in 2016 and a line item for installing the traffic calming devices has been included in the budget. He noted several applications/petitions have been received from residents and identified the following five locations that staff will be moving forward on to install speed humps using the funding in the budget. He shared an aerial map of the areas where these speed humps will be proposed. Data has been collected for these areas and it has been determined that these petitions meet the requirements in the policy. Staff is proposing to have one contractor do all five locations under one contract instead of doing separate contracts for each location.

1. Arlington Street (two speed humps are proposed)
2. Gavin Drive (two speed humps are proposed)
3. Jamesford Drive (three speed humps are proposed)
4. Kensington Drive (three, possibly four speed humps are proposed)
5. Wesley Drive (two speed humps are proposed)

Mr. McDonald shared some renderings of what the actual speed humps would look like and advised the installation cost would be about \$5,000 for each speed hump; a total of \$65,000 for the 13 that are proposed in these five locations. He explained that Council approval is not required because of the policy that is already in place; however, staff anticipates the need for some additional funding to complete these traffic calming projects for this year because the cost will exceed the \$50,000 that has been budgeted, but felt confident they could find additional funding within his departmental budget. Staff plans on going out to bid later this fall with construction beginning soon thereafter.

Committee Member Jefferson inquired as to if it would be bid out to one contractor or multiple contractors and Mr. McDonald replied that it would be one contractor. Committee

Member Jefferson asked if the MWBE program includes transportation projects such as these. Interim City Manager Randy McCaslin advised this would be a good opportunity for a small company.

Mr. McDonald reported that they have received petitions for a number of other locations but won't be able to fund those projects in this year's budget.

Council Member Moore asked staff if the speed humps/devices that were recently installed on Rotary have worked. Mr. McDonald spoke to how staff feels it has been successful; it has achieved the purpose for which the traffic calming measures were installed; and speeds are a little lower in the area.

Council Member Moore asked if staff has encountered any major problems with the maintenance on the streets with the installed traffic calming devices. Mr. McDonald advised that he was not aware of any but would certainly reach out to the Public Services Department to ensure that there have not been any issues.

2020-340**Presentation- Small Scale Manufacturing/Opportunity Zones**

The Economic Development staff will provide a presentation on the Small Scale Manufacturing/Opportunity Zones initiatives.

Sandy Dunbeck, Executive Vice President- High Point Economic Development Corporation, advised that the EDC staff has been working with the Small-Scale Manufacturing/Opportunity Zones Task Force and they have been actively meeting over the past year. She then introduced Marshall Yandle, Vice President- High Point Economic Development Corporation, who was participating remotely.

Mr. Yandle explained this Task Force is a multi-departmental effort between the Economic Development Corporation, Planning Department, Community Development Department, and the Library. He advised the area was scaled down from what was submitted in the original application and the Southwest area was chosen as the study area. They had a kick-off event in July 2019 and Mayor Wagner appointed a task force of 15 people consisting of the community/business community and council representatives. The Task Force met in August and did a tour of the Southwest area in September so the members could become acquainted with the location. A work session was held at GTCC which resulted in eight priorities; four of these priorities/committees started work in November of this past year and have been meeting on an as-needed basis, reporting back on progress to the Small-Scale Manufacturing Task Force quarterly. These priorities were identified as:

- 1. Southwest Downtown Area Plan*
- 2. Target Properties*
- 3. Training & Programming*
- 4. Commercial Shared-Use Kitchen*

Each one of these priority areas had a city staff liaison assigned to assist with the process. There were also breakout groups such as GTCC, Boys, the Boys and Girls Club, etc..... He also spoke to how they have planned a resource fair during National Night Out in October; how they plan to work with 16-24 year-olds and do company tours; and are currently

working on a webpage that will have an interactive map that would identify the locations and resources; and how they also assist with resume-building and career development. He then turned the floor over to Heidi Galanti, Planning Administrator with the High Point Planning Department.

Ms. Galanti shared a flow chart showing the process and advised that the projected kicked off in January 2020 with a 26-member staff and citizen committee that met three times before COVID and spoke to how they have been in a holding pattern since that time. She advised the next steps in the process will be the creation of a vision/mission statement and to create goals, objectives, and action steps to address the various themes. They have high hopes to get everything back on track again in the Fall of this year, and spoke to how they would need to schedule and hold a public input meeting before taking it to the Planning & Zoning Commission and the City Council in the Spring of 2021.

Committee Member Holmes asked how these initiatives might dovetail into other workforce initiatives in High Point and if there were any statistics available. Mr. Yandle felt it was a little early to be able to provide an answer but offered to get more numbers in the areas they are targeting. Committee Member Holmes inquired about how GAP might factor into the overall program for the small-scale manufacturing. Mr. Yandle explained it was definitely a part of it and they are trying to get more folks in this part of High Point informed and aware of the GAP program.

Committee Member Peters noted that she is part of the Opportunity Zones Task Force and the Small-Scale Manufacturing Task Force and how great it was to get together before COVID and generated some great ideas for the Core City. She wanted everyone to realize that these task forces are still working behind the scenes and thanked the staff for all of their hard work.

At this time, Mr. Yandle turned the floor over to Christina Adams, who has been assisting with the commercial shared-use kitchen priority. Ms. Adams spoke to how they have been meeting about every two weeks; how they mailed out surveys to food truck vendors; how they have partnered with several other community partners to host on their website such as the Greater High Point Food Alliance, Farmer's Market, etc....; how they will link back to Economic Development Corporation to obtain some data; and that one of the members serving on the committee, Talissa Ward, has opened a shared-use commercial kitchen in Winston-Salem.

Ms. Dunbeck pointed out that Nena Wilson with the city's Community Development Department has been leading this effort as well and spoke to how they believe there is a demand for shared-use commercial kitchens--whether it be a private investor or some other means to help the idea go forward.

Mayor Wagner advised there is a shared-use kitchen in the City of Asheville and asked if anyone has had any contact with the NC Department of Agriculture to see about the possibility of applying for a grant. Ms. Adams replied that they would definitely start exploring that as an option. Mayor Wagner shared that he has some connections with the Department of Agriculture and offered his assistance to help facilitate if needed.

Sandy Dunbeck then provided an update on the targeted properties group. She shared that one of the recommendations from the report was to invest in anchor space in the small-scale manufacturing area as they were working on the multi-purpose stadium and other things. She advised that they met with Ingrid Volk, who owned 18 different properties in this area, predominantly along Green Drive (many were in the Opportunity Zone and included part of the Brittano's project). There were some smaller properties in the area that they thought might be a good way to minimize the city's investment, but provide space that could work for a small-scale manufacturer and how they were able to acquire two of these properties through the Community Development Department:

1. **504 Amos Street** (already had a tenant involved in small-scale manufacturing, Lee and Margaret Broadway, who do furniture refinishing). She spoke to how they take great care in maintaining the property and noted this property does have additional land for expansion and for gardening; and how this is a great little building and piece of property where they can help support people as they grow.
2. **713 W. Grimes Street**. Located right beside the proposed greenway that the Southwest Renewal Foundation is working on. They were able to acquire this property and she spoke to the historical significance of the structure on the property noting that it was a "railhead building." She advised that it was overgrown with kudzu and had an assortment of stored items, but the owner cleaned everything out and the kudzu was removed which revealed that the purging would have to be improved. She explained that the Task Force wanted a place in the neighborhood to call their own and it was suggested that they could possibly have small-scale manufacturing in the back section of the building and have story boards in the front of the building that would share the story of small-scale manufacturing in High Point and connect people with assets/resources available in the area.

She spoke to how they wanted to let the neighborhood know about the work going on and they wanted to come up with some type of logo for the area that would emphasize the small-scale efforts. So, they dovetailed in with all the other marketing and branding work going on in the city, but decided they needed to focus on and brand these small buildings in the area. So, they developed some logos that to put on the signage in front of the buildings that have been acquired and ultimately chose #1 "High Point Maker" so, they would utilize it for signs, banners, to place on the buildings that the city own.

Ms. Dunbeck then provided a quick update on the Opportunity Zone which is dovetailed into the downtown Opportunity Zone. She shared that they were certainly pleased with the Brittano project and how it has developed a lot of interest. She noted that although the Brittano's have not yet made an announcement regarding their project, the city does remain very hopeful that the project will come to fruition and bring the \$65,000,000 to \$100,000,000 investment to High Point. She advised there have been multiple other companies reaching out to High Point who are looking at buildings and properties in the Opportunity Zone.

She noted all this work really adds up to helping encourage people to invest in High Point and create jobs. She also pointed out the Task Force wants to address ways to improve the cleanliness in neighborhoods and areas in the Opportunity Zone, so they are talking about doing some events involving Keep High Point Beautiful to do clean-ups in the Opportunity Zone area.

Following the conclusion of the presentation, Ms. Dunbeck asked if there were any questions. There were none.

ADJOURNMENT

Chairman Hudson stated there were no additional items on the agenda and asked if there were any further comments. There being none, there were no objections to adjourning the meeting. The meeting adjourned at 10:42 a.m.

Respectfully Submitted,

Lisa B. Vierling, City Clerk

Wesley Hudson, Chairman

CITY OF HIGH POINT

AGENDA ITEM



Title: Cigna Contract Renewal – Employee Health Care

From: Angela Kirkwood, Director of Human Resources

Meeting Date: September 17, 2020

Public Hearing: N/A

Advertising Date

Advertised By: N/A

Attachments: Cigna Healthcare Contract

PURPOSE:

Renew the contract between Cigna Healthcare and the of City of High Point for city employee's healthcare coverage plan year of January 1, 2021 to December 31, 2021.

BACKGROUND:

The City of High Point offers healthcare coverage to its employees that include medical and dental care products. The plan year runs from January 1st to December 31st. At the Manager's Meeting on Monday, September 21, 2020, Mark Browder of Mark III Employee Benefits, brief the City Council on the Medical Plan and Dental Plan Renewal options.

BUDGET IMPACT:

Cigna Healthcare medical costs increased by 6.17%. The annual costs are \$18,603,787. There was a 6.17% increase in the Cigna's dental coverage, and the annual cost are \$1,081,146. Staff will initiate conversations with healthcare providers during the first quarter of 2020, and present options to City Council in the Summer for the January 1, 2022 to December 31, 2022, plan year. Funds were included in the adopted budget for this contract.

RECOMMENDATION / ACTION REQUESTED:

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, 2021, to December 31, 2021.

AN ORDINANCE AMENDING THE 2020-2021 BUDGET ORDINANCE
OF THE CITY OF HIGH POINT, NORTH CAROLINA
TO APPROPRIATE FUNDS FROM THE HIGH POINT HISTORICAL SOCIETY
FOR THE MUSEUM PARK INTERPRETER POSITIONS

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

Section 1. The City of High Point has been awarded \$ 6,000 in funding to be used for the Museum Park Interpreter positions.

Section 2. The 2020-2021 Budget Ordinance of the City of High Point, should be amended as follows:

(A) That the following Museum Department revenues be amended as follows:

Donations & Contributions	\$ 6,000
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(B) That the following Museum Department expenditures be amended as follows:

Consulting & Professional	\$ 6,000
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Section 3. That all ordinances, or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

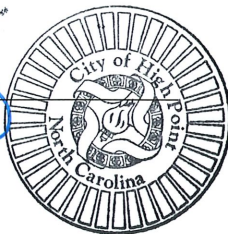
Section 4. That this ordinance shall be effective from and after its passage."

Adopted by the City Council
City of High Point, North Carolina
The 21st day of August, 2020.

ATTEST:



Lisa B. Vierling, City Clerk



ARESOLUTION OF THE GOVERNING BODY OF CITY OF HIGH POINT, NC AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT WITH PNC EQUIPMENT, LLC, AS LESSOR, AND SEPARATE LEASE SCHEDULES THERETO FOR THE ACQUISITION, PURCHASE, FINANCING AND LEASING OF CERTAIN EQUIPMENT WITHIN THE TERMS HEREIN PROVIDED; AUTHORIZING THE EXECUTION AND DELIVERY OF OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION

WHEREAS, City of High Point, NC (the "*Lessee*"), a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State of North Carolina is authorized by the laws of the State of North Carolina to purchase, acquire and lease certain equipment and other property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, the High Point City Council of the Lessee (the "*Council*") has determined that a true and very real need exists for the acquisition, purchase and financing of certain property consisting of Golf Carts and Shuttles (collectively, the "*Equipment*") on the terms herein provided; and

WHEREAS, in order to acquire such Equipment, the Lessee proposes to enter into that certain Master Equipment Lease-Purchase Agreement (the "*Master Lease*") with PNC Equipment Finance, LLC, as lessor (the "*Lessor*"), substantially in the proposed form presented to the Council at this meeting, and separate Lease Schedules thereto substantially in the form attached to the Master Lease; and

WHEREAS, the Board deems it for the benefit of the Lessee and the efficient and effective administration thereof to enter into the Master Lease and the separate Lease Schedules relating thereto from time to time as provided in the Master Lease for the purchase, acquisition, financing and leasing of the Equipment to be therein more specifically described on the terms and conditions provided therein and herein;

NOW, THEREFORE, BE IT AND IT IS HERBY RESOLVED BY THE GOVERNING BODY OF THE LESSEE AS FOLLOWS:

Section 1. It is hereby found and determined that the terms of the Master Lease (including the form of Lease Schedule and Payment Schedule attached thereto), in the form presented to this meeting, are in the best interests of the Lessee for the acquisition, purchase, financing and leasing of the Equipment.

Section 2. The form, terms and provisions of the Master Lease (including the form of Lease Schedule and Payment Schedule attached thereto) are hereby approved in the forms presented at this meeting, with such insertions, omissions and changes as shall be approved by the High Point City Council of the Lessee (the "*Authorized Officers*") executing the same, the execution of such documents being conclusive evidence of such approval. The Authorized Officers of the Lessee are each hereby authorized and directed to sign and deliver the Master Lease, each Lease Schedule thereto, each Payment

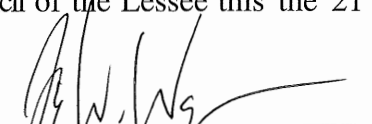
Schedule relating thereto and any related exhibits attached thereto if and when required; *provided, however,* that, without further authorization from the governing body of the Lessee, (a) the aggregate amount of the Rent Payments under all Leases entered into pursuant to the Master Lease shall not exceed \$356,235.12, and (b) the maximum term under any Lease entered into pursuant to the Master Lease shall not exceed 36 months. The Authorized Officers may sign and deliver Leases to the Lessor on behalf of the Lessee pursuant to the Master Lease on such terms and conditions as they shall determine are in the best interests of the Lessee up to the maximum aggregate amount of the Rent Payments and the maximum term provided above. The foregoing authorization shall remain in effect for a period of three years from the date hereof during which the Authorized Officers are authorized to sign and deliver Leases pursuant to the Master Lease on the terms and conditions herein provided and to be provided in each such Lease.

Section 3. The Authorized Officers and other officers and employees of the Lessee shall take all action necessary or reasonably required to carry out, give effect to and consummate the transactions contemplated by the Master Lease and each Lease Schedule (including, but not limited to, the execution and delivery of the certificates contemplated therein, including appropriate arbitrage certifications) and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Master Lease and each Lease Schedule.

Section 4. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

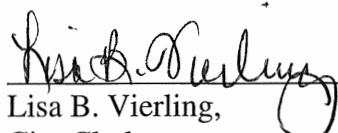
Section 5. Effective Date. This Resolution shall be effective immediately upon its approval and adoption.

ADOPTED AND APPROVED by the High Point City Council of the Lessee this the 21st day of September, 2020.



Mayor Jay Wagner

The undersigned further certifies that the above Resolution has not been repealed or amended and remains in full force and effect and further certifies that the Master Lease (including the form of Lease Schedule and Payment Schedule attached thereto) are the same as presented at said meeting of the governing body of Lessee, excepting only such changes, insertions and omissions as shall have been approved by the officers who executed the same.



Lisa B. Vierling,
City Clerk



Date: 9/21/2020

**HIGH POINT CITY COUNCIL
SPECIAL MEETING (Virtual)
August 17, 2020 – 4:30 P.M.
COUNCIL CHAMBERS**

MINUTES

Note: In order to maintain the health, safety, and well-being of our residents, staff, and the City Council, this meeting was conducted electronically. As part of the city of High Point's COVID-19 mitigation efforts, in-person public attendance was not allowed at this meeting. Instead, the city live-streamed the open session portion of the meeting and the public was provided a link to listen to the open session portion of the meeting as it was being live-streamed. www.HighPointNC.gov/VirtualPublicMeeting

ROLL CALL, CALL TO ORDER

Mayor Wagner called the meeting to order at 4:30 p.m.

Following a roll call vote by Mayor Pro Tem Williams for attendance, the following council members were identified as being present:

Mayor Pro Tem Christopher Williams- Ward 2 (physically present)
Council Member Tyrone Johnson- At Large (physically present)
Council Member Britt Moore- At Large (physically present)
Council Member Cyril Jefferson- Ward 1 (physically present)
Council Member Monica Peters- Ward 3 (physically present)
Council Member Wesley Hudson- Ward 4 (physically present)
Council Member Victor Jones- Ward 5 (physically present-arrived at 4:35 p.m.)
Council Member Michael Holmes- Ward 6 (remote participation)

Absent:

Mayor Jay W. Wagner

The following staff members were physically present:

Randy McCaslin, Interim City Manager; Eric Olmedo, Assistant City Manager; Greg Ferguson, Assistant City Manager; JoAnne Carlyle, City Attorney; Mary S. Brooks, Deputy City Clerk; and Lisa Vierling, City Clerk

Others Physically Present:

Bruce Ashley, Outside Legal Counsel with Fox Rothschild

PRESENTATION OF ITEMS

2020-322 Closed Session-Attorney Client Privilege

Council is requested to go into Closed Session pursuant to N.C.G.S. §143-318.11(a)(3) for attorney-client privilege.

Note: There were several matters discussed in Closed Session. The City Clerk and Deputy City Clerk were not present for discussions on the personnel matters for the Closed Sessions, but both were present for the attorney-client privilege discussion.

Council Member Jones had not yet joined the meeting when the vote to go into Closed Session was taken.

A motion was made by Council Member Hudson, seconded by Council Member Jefferson, and N.C. General Statute 143-318.11(a)(3) for attorney-client privilege. Following a roll call vote by the Mayor, the motion carried by the following unanimous 7-0 vote.

Aye (7): Mayor Pro Tem Williams, Council Member Johnson, Council Member Moore, Council Member Jefferson, Council Member Peters, Council Member Hudson, and Council Member Holmes.

Absent (1): Mayor Wagner, Council Member Jones [arrived at 4:35 p.m.]

ADJOURNMENT

Upon reconvening into Open Session at 5:08p.m., Mayor Pro Tem Williams announced there would be no action taken as a result of the Closed Session.

The Special Meeting was adjourned at 5:08 p.m upon motion duly made by Council Member Moore and second by Council Member Peters. [9-0 vote]

Respectfully Submitted,

Christopher Williams,
Mayor Pro Tem

Attest:

Mary S. Brooks,
Deputy City Clerk

CITY OF HIGH POINT

AGENDA ITEM



Title: Design Development Contract – HH Architecture

From: Lee Tillery –Parks and Recreation Director

Meeting Date: September 21, 2020

Public Hearing: N/A

Advertising Date: N/A

Advertised By: N/A

Attachments: Attachment A – Contract w HH Architecture – Design Development (CLP)
Attachment B – City Lake Park Master Plan
<https://www.highpointnc.gov/DocumentCenter/View/13127/City-Lake-Park-Master-Plan-2019?bidId=>

PURPOSE:

Proposed contract with HH Architecture to perform design development services for the High Point City Lake Park Site Master Plan Phase 1. Phase 1 of this plan was identified as one of the 2018 approved Municipal Bond projects.

BACKGROUND:

The City Lake Park Master Plan was finalized and approved by City Council in August 2019. The plan outlined two phases to complete necessary renovations and improved amenities at City Lake Park. There are three planning phases that will prepare us to bid Phase 1 of the project: Schematic Design, Design Development and Construction Documentation. Schematic Design has now been completed and this contract is for Design Development only, which will bring us to close to 60% of the total design once complete. The reason for approaching the project per design phase is to better understand our needs according to the plan and increase our understanding on current costs before moving forward to the next phase. The estimated time frame to complete this contract is 10 weeks.

BUDGET IMPACT:

Funds for this project are included with the approved 2018 Municipal Bond projects for the renovation of City Lake Park.

RECOMMENDATION / ACTION REQUESTED:

Staff recommends City Council approve contract with HH Architecture in the amount of \$417,300.

HH ARCHITECTURE

September 4, 2020 September 11, 2020 **September 14, 2020**

Lee Tillery
High Point Parks and Recreation Director
136 Northpoint Avenue
High Point, NC 27262

RE: High Point City Lake Park Renovation – Amendment #1 (DD)
HH Project number: 20-022

Dear Mr. Tillery,

HH Architecture is pleased to present this Amendment #1 proposal for the design development services of the High Point City Lake Park, phase one scope from the August 2019 Master Plan and Schematic Design phase that was completed in August 2020.

1.) Basic Scope:

This design development phase will build upon the completed schematic design phase and provide additional constructability detail and an updated cost estimate.

The scope of work as defined from the Schematic Design phase includes:

- Renovating the two existing Pool Locker Rooms, each building is approximately 2,470 square feet.
- Add a small concession building to the Pool Deck, approximately 750 square feet.
- Expanded parking
- ADA connections and access to the gymnasium entrance and pool
- Stormwater Control Measure
- Landscaping (code required and enhanced)
- Pedestrian connections to the surrounding park
- Stormwater and sanitary sewer infrastructure
- Design new interactive Splash pad on upper entry deck.
- Design new competition/multipurpose pool with recreational amenities.
- Leisure/Lifestyle Pool with extended lazy river.
- Add single water slide into runout with tower for future slide
- Attractions or features to develop durable entertaining destination developing iconic appeal for the community.

Architecture scope includes:

- Overall leader of the project
- Assist with questions
- Provide design development level plans, elevations, sections, details, and finish schedule required for cost estimating.

Civil Engineering and Landscape scope includes:

The Project Team will advance the previously completed 30% construction documents to a 60% construction drawing package. It is assumed the plans will be structured for a single phase of construction. Construction documents will include 60% design for site engineering, stormwater engineering, landscape architecture, details, and plan notes at a level of detail that will allow for accurate cost estimating and the City of High Point's Site Plan approval process. This phase includes preliminary specifications for incorporation into the project manual.

- Design Development (60%) Construction drawings to include:
 - Existing Conditions Plan (Site Survey)
 - Demolition Plan
 - Utility Plan (sanitary sewer and water connections)
 - Grading with rough cut/fill quantities
 - Stormwater collection and conveyance (piping) on Grading Plan with preliminary pipe sizing
 - Erosion control plan and sequence for the project
 - Site Plan
 - Hardscape Plan
 - Landscape Plan – Code Required
 - Landscape Plan – Enhanced
 - Site lighting and furnishings Plan
 - Supporting Details.
- Stormwater Design:
 - Prepare 60% construction drawings for one above ground SCM for Phase 1, based on the approved 30% construction drawings for Phase I of the park. Drawings will be completed to a 60% level of detail. Scope includes coordination with regulatory agencies as may be required to verify requirements for managing stormwater runoff from the site.
 - Note: This scope assumes the vegetation at the BMP will be limited to sod (versus enhanced plant material).
- Preliminary Floodplain Coordination:
 - Coordination to determine level of study and permitting required through local and state authorities for any impacts to floodplain or encroachment into the floodway.
- Civil, Infrastructure Design, and Engineering:
 - Prepare 60% construction drawings for park features and infrastructure based on the approved 30% construction drawings. The drawings will be completed to a 60% level of detail. These documents will also be suitable for cost estimating and the City of High Point's Site Plan approval process.
- Preliminary Landscape Architecture and Park Features:
 - Prepare Landscape Architecture 60% Construction Documents setting forth the requirements of construction for landscape and hardscape elements including:
 - Sidewalk, terraces, and pedestrian paving and detailing
 - Building entrance
 - Hardscape materials and furnishings pallet

- Ramps and handrails, seat walls, stairs, retaining wall system
- Landscape buffers and other plantings required by the City's Unified Development Ordinance
- Landscape plantings above and beyond code requirements
- Pedestrian and landscape lighting (location and fixture selection only – parking lot lighting, wiring and electric engineering by others)
- Site furnishings (benches, slides, trash receptacles)
- Confirmation of Infrastructure and Utility Mapping:
 - Resolve discrepancies between UAV data (previous contract) and GIS data provided by the City requiring additional field work to field locate and map manholes, invert elevations, conveyance structures, cleanouts, etc.
- Project Coordination, QA/QC:
 - Coordinate with internal and external design team members through regularly scheduled meetings, phone calls, and virtual design meetings. Complete and document the QA / QC process.

Structural Engineering scope includes:

- Review site details for footings, site walls, raised planters, retaining walls, columns, and play equipment/shade structure.
- Details will also be provided for repairs of existing spalls and cracking of the concrete elements of the structures.
- For the prefabricated canopy elements, analyze the existing elements for the reactions from the canopy. Attachments to the structural elements will be provided by the canopy designer.

MEP Engineering scope includes:

Plumbing, mechanical, and electrical engineering for renovations to an existing locker room buildings and new concession building. There is approximately 6,165 SF of renovation and new construction expected for the locker rooms and concession area. This proposal includes design development level drawings.

- Sprinkler performance specifications have been included for the buildings.
- Specifying the parking lot lighting and running photometric calculations for the pedestrian and landscape lighting. We understand that the site engineer will select and locate the pedestrian and landscape lighting.
- We understand that a pool designer/engineer will be providing the modifications to the pool and surrounding areas. We have assumed our scope with the pools will be limited to electrical and plumbing connections for new pumps and pool equipment.
- Allowed for one set of owner / architectural comments per phase in our fee. Additional review cycles or changes to plans once substantial progress has been made will be considered additional services. We will let you know immediately if this situation arises.

Aquatic Design Alternate:

Based on the Client approved SD Deliverables, WTI will develop designs of the aquatic areas and systems. For the Design Development (DD) phase, WTI will perform the following tasks:

- Finalize Pool Wall Profile(s)
 - Shapes and Depths
- Define Pool Specialty and Mechanical Equipment
- Develop Pool Mechanical Equipment Layout
- Develop Aquatic Drawings

- Pool Plans, Sections, and Details
 - Pool Structural Design
 - Preliminary Pool Piping Plans, and Piping Details
 - Preliminary Pool Deck and Pool Deck Drainage Details
 - Pool Mechanical Plans, Schedules, and Details
- Update Utility Requirements
- Develop Draft Specifications
- Conduct Inter-Disciplinary Review and Coordinate with other Consultants of the Client
- Verify Aquatic Design for Code Compliance
- Develop Preliminary Aquatic Construction Cost Opinion

Building Exterior Envelope scope includes:

- A building exterior envelope consultant has been included in the design team at this phase of the project to review the existing building envelope and help to develop the exterior wall assembly for the new exterior walls. This will ensure consistent thermal envelop and moisture resistant assembly.
- Perform a limited one-day on-site review of the buildings to assess existing conditions, details, and deterioration. At this time, we anticipate our brief interior and exterior survey to be conducted from the ground and with binoculars.
 - The limited interior visual condition survey will include documentation of existing interior damage relative to the exterior wall and roof system, such as cracking, displacement, or damage of finishes due to uncontrolled rainwater penetration and/or condensation. We will use the documentation to identify patterns that will assist us with determining specific water infiltration source(s) at the exterior.
 - The limited exterior visual condition survey will be conducted at locations that correlate with locations of known interior damage. We will use the interior finish documentation to identify patterns of distress at the existing facade or roof, in addition to, identifying exterior distress, deficiencies, and other conditions that may be contributing to the need for exterior wall and roof repairs. Typical prior repairs and potential problem areas will be noted and documented.
- The design team will participate in a design charrette meeting. The discussion will focus on existing conditions to be addressed by the renovation project; performance expectations of the building owner and general project goals; the primary exterior wall and roof assemblies to be impacted by the work; and potential materials and systems selection.
- The exterior envelope consultant will provide input as to the relative strengths and weaknesses of the systems being considered; to help identify aspects of the enclosure design that will be critical to its successful performance; and to discuss alignment of the systems with the owner's performance expectations.
- Review of the architectural drawings and relevant technical specifications pertaining to the above- and below-grade exterior building enclosure at the 100% Design Development (DD) phase. The review of the building enclosure will focus primarily on detailing issues and concerns at the interface conditions between primary building facade materials, components, and systems, after which we will develop recommendations where appropriate to improve air and water penetration resistance and overall rainwater management.
- Given the age of the existing structures we also anticipate that a review for improved energy performance to meet current code or energy requirements will be necessary. The principal goal of our recommendations will be to verify that all solutions adopted for implementation on the project are cost-effective, technically sound, safe, and serviceable.

Cost Estimating scope includes:

- MBP will provide a cost estimate and written report, including assumptions and clarifications for the design development phase.

2.) Additional Scope:

Gymnasium Renovation Design Development:

The scope of work as defined from the Schematic Design phase includes renovating the 6,800 square foot gymnasium space into a Multipurpose assembly area, catering kitchen, and office space.

Architectural Scope:

- Overall leader of the project
- Assist with questions
- Provide design development level plans, elevations, sections, details, and finish schedule required for cost estimating.

Structural Engineering scope includes:

- Connection details for prefabricated canopy elements.
- (2) new bridge connectors to the existing locker room roofs. The anticipated construction for the bridge connectors will be steel framing with concrete topping on metal deck.

MEP Engineering scope includes:

Plumbing, mechanical, and electrical engineering for renovations to an existing 6,700 SF gymnasium built in 1938. The gym will be converted into an event space. The locker room buildings will also be remodeled and expanded. This proposal includes design development level drawings.

- Sprinkler performance specifications have been included for the buildings.
- Allowed for one set of owner / architectural comments per phase in our fee. Additional review cycles or changes to plans once substantial progress has been made will be considered additional services. We will let you know immediately if this situation arises.

Event Lawn / Inclusive Play Site Prep

Provide engineering and landscape architecture services to include all site elements associated with the event lawn and site preparation for the inclusive play area. Includes site grading, erosion control, utilities, plantings and hardscape. See enclosed exhibit.

Loop Road, ADA and Connectivity

Provide engineering and landscape architecture services to include all site elements associated with the renovation to the access drives, additional ADA parking, and ADA pedestrian connectivity from ADA parking spaces to the event lawn and inclusive play area.

Pedestrian Bridge

- Geotechnical Investigation

- Subsurface Investigation - We propose to perform a field-testing program consisting of the following test borings:

Location	Number of Borings	Boring Type and Depth
Asphalt Paved Greenway Trail	4	Hand Auger to 6 feet
End Bents	2	SPT borings with ATV or Track Mounted Drill Rig 50 feet, Auger Refusal, or 2 samples of weathered rock
Interior Bents	2-4	SPT borings with Barge Mounted Drill Rig 50 feet, Auger Refusal, or 2 samples of weathered rock

- Borings will be performed approximately every 200 linear feet along the paved greenway trail. End bent borings will be performed as close as possible to the proposed ends of the boardwalk structure. Vegetation, sloping ground, or other existing features may inhibit our ability to access the actual end bent locations. Interior bent borings will be performed incrementally along the boardwalk alignment.
- All borings will be located in the field by Falcon personnel using handheld GPS equipment capable of sub-meter accuracy and approximate coordinates correlated from GIS data or georeferenced electronic drawing files provided by others. Approximate boring elevations will be estimated from the County GIS online topographic data, or site topographic data provided by others if available at the time of our report. Falcon will contact the North Carolina One-call Center (NCOCC) to request subscriber utilities be located on site following staking of our proposed boring locations.
- Access to the bridge end bent borings and greenway trail borings will require some clearing of existing vegetation. Clearing will be performed by hand using chainsaws, machetes, and/or bushaxes. If needed, City staff is welcome to visit the site with us during borehole stakeout to review the areas that will need to be cleared for drill rig access. Generally, we attempt to clear along the path of shortest and/or safest access to the drill locations and limit cutting to trees 6 inches or less in diameter at chest height.
- Hand auger borings will be performed with hand augers, rod soundings, and/or Dynamic Cone Penetrometer (DCP) testing. DCP testing would be performed in general accordance with ASTM Special Publication No. 399, and rod soundings in general accordance with established NCDOT procedures. SPT borings will be performed in general accordance with ASTM D1586 "Penetration Test and Split Spoon Sampling of Soils". Borings for the end bents will be performed using a rubber tire ATV or rubber track rig. Borings for the interior bents will be performed using a barge mounted drill rig. We have assumed the barge can be launched into the lake from existing boat ramp within the park without the need for any special equipment.
- The number if interior bent borings performed will be dependent on the depth of water, depth of borings necessary to determine likely pile lengths, and drill crew production rate. Barge drilling is performed on a daily rate basis. We have included two (2) days of barge drilling which includes mobilization and demobilization time. We anticipate mobilization and demobilization time will leave approximately eight (8) hours of actual production time and anticipate 2 to 4 borings can be completed within that time window. If shallow rock is encountered, additional borings may be feasible including additional SPT borings and/or probe borings to refusal.
- The water table will be measured in the boreholes following completion of drilling in all borings, and again after approximately 24-hours in select borings. Following completion of all borehole readings, boreholes will be backfilled with soil cuttings,

- and excess cuttings will be evenly dispersed around the ground surface surrounding the borehole or in nearby landscape/wooded areas. Our drilling activities will cause some disturbance to the existing ground surface and vegetation, including tire ruts. No site restoration efforts aside from backfilling the boreholes are included in this cost estimate.
- Soil samples obtained during drilling will be visually-manually classified in general accordance with the AASHTO soil classification system by a Falcon geotechnical professional, collected in moisture proof containers, and transported to our laboratory where they will be reviewed and selected for laboratory testing. Select samples will be tested for mechanical grain size, Atterberg limits, moisture content (4 samples). Samples will be retained in our office for a period of thirty (30) days unless otherwise requested.
 - After completion of our Field and Laboratory Investigation, Falcon will prepare a report of geotechnical subsurface investigation including but not limited to the following:
 - Description of subsurface investigation and testing methods
 - Boring Test location plans
 - Subsurface profiles along trail and boardwalk alignments
 - Test boring logs with Northing, Easting, and existing ground surface elevation
 - Results of laboratory testing on select samples
 - Discussion of subsurface conditions encountered at the site
 - Discussion of noted areas of geotechnical interest
 - Discussion of potential design and construction difficulties associated with the encountered site and subsurface conditions
 - Earthmoving recommendations
 - Recommendations for boardwalk foundations
 - Recommendations for greenway trail subgrade preparation/stabilization and pavement section
 - Depending on the continued development of the designs, additional investigation and recommendations are likely to be necessary for additional site elements, additional areas of the site, or based on changes to proposed site elements or site grading plans.
 - Pedestrian Bridge Engineering
 - McAdams will contract with APR Engineering to provide structural design for boardwalks / bridges. McAdams to coordinate with ARP.
 - APR will prepare structure plans for boardwalks that would include timber deck with adequate width for the proposed construction of the proposed trail improvements. Design will be in accordance with the current edition the AASHTO Guide Specifications for bike and pedestrian facilities, the NCDOT Structure Design Manual, NCDOT Structure Standard Drawings and NCDOT Standard Specifications for Roads and Structures, 2018 Edition.
 - Design Assumptions
 - Design substructure to support deck and any handrails
 - Coordinate with geotech on foundation design and recommendation
 - Prepare plans for appropriate handrails and approach rails
 - Prepare approach slabs for ends of boardwalk
 - Deliverables
 - Deliverables will include two half size copies and an electronic copy (PDF) of the plans.
 - Boardwalk design Drawings (60%)

- Topo Survey
 - McAdams UAS flight crews will design flight plans to capture topographic information for the proposed greenway. Crews will perform all flights under Part 107 regulations and will acquire if necessary, the FAA airspace authorizations to perform such tasks. Once any necessary authorization has been granted flight plans will be prepared to complete the project mission. LIDAR and Aerial Photography will be collected within the project limits. Ground Control points and Photo Identification points will be established for the project site, recording the northings, eastings, and elevations for each on NAD83(2011) and NAVD88 datum. The data collected from the UAS will be validated with the collected points. Aerial data will be processed in accordance to ASPRS Accuracy Standards for Digital Geospatial Data, as well as any regulation required by the Board of Examiners for Engineers and Land Surveyors. Ground classification will be extracted from the LIDAR data and merged with information collected from the traditional topographic surveying methods. Our hydrographic crew will utilize an unmanned boat (Hydrone) attached with both a dual frequency sonar and a 360-degree prism tracked by a land based robotic total station. The proposed alignment for the future greenway will be surveyed by making several passes along the alignment approximately every 25-feet. Then field crews will collect check shots to verify the readings from the SONAR equipment validating the collected information. Once completed all UAS, SONAR, and Conventional surveying data will be merged into an existing topographic survey and sealed by the surveyor in charge.
- Engineering
 - McAdams shall provide 60% Design Development Documents based on the approved 30% Schematic Design plans. Design Development Documents include:
 - Plan set showing dimensioning of trail, structures and materials:
 - Finalized Typical Sections
 - Notes and Details
 - Horizontal Alignment and geometry revisions
 - Vertical Alignment and geometry revisions
 - Slope Stakes and grading limits
 - Incorporate Geotech recommendations
 - Incorporated Preliminary Structural Design
 - Quality Control and constructability review
 - Erosion control plan
 - Exclusions:
 - Detailed cross sections
 - Drainage design
 - Traffic control design
 - Additional meetings
 - Additional changes to the horizontal or vertical alignment after they are established with survey locations
 - Changes to typical sections
 - Permitting
 - Coordination with Duke, FERC, Corp of Engineers, NCDEQ, NCDOT, or other governing, regulating, or permitting entity.
 - Utility Coordination and design
 - Right of Way and property coordination
 - Specifications or project manual

- Cost estimating
- Environmental documentation
- Site visits
- Site plan submittal and review and comments
- Public Engagement

While the following are not required to be performed by the design team, these tasks must be completed in order to prepare the design development documents and an accurate cost estimate.

Roofing System Assessment:

- Visual observations of the roof membrane, membrane flashings, sheet metal flashings, drainage provisions.
- Roof coring and documentation of the roof assembly and presence of moisture in the roof assembly at the core locations.
- Prepare a written report of our findings, including photographic documentation as appropriate, and our recommendations.

3.) Phases:

Design Development: Respond to all SD comments. Continue design process in all disciplines by using the SD that was completed in August 2020. Provide code summary sheet, life safety plans, floor plans, building / wall sections, elevations, roof plan, reflected ceiling plan, room and door finish schedules, and engineering drawings as required. These deliverables will allow for accurate Design Development cost estimating. Attend all meetings required by Owner. Submit to Owner for review and coordinate for approval.

4.) Consultants:

For Civil Engineering and Landscape Design, we propose:

McAdams Company

Contact: Rachel Cotter, RLA
2905 Meridian Parkway
Durham, NC 27713
Phone: (919) 361-5000 ext. 132

For Structural Engineering, we propose:

Lynch Mykins Structural Engineers

Contact: Anna Lynch, PE
415 Hillsborough St., Suite 101
Raleigh, NC 27603
Phone: (919) 782-1833

For Plumbing, Mechanical, and Electrical Engineering, we propose:

Crenshaw Consulting Engineers

Contact: Paul Szalanski, P.E. LEED AP BD+C
3516 Bush Street, Suite 200
Raleigh, NC 27609
Phone: (919) 871-1070 ext. 103

For Aquatic Design and Consulting, we propose:

Water Technology Inc.

Contact: Doug Whiteaker
100 Park Avenue, PO Box 614
Beaver Dam, WI 53916
Phone: (920) 210-1110

For Cost Estimating, we propose:

MBP

Contact: Chris McLuckie
3200 Beechleaf Court, Suite 910
Raleigh, NC 27604
Phone: (919) 875-0124

For Building Envelope Consultant, we propose:

Wiss, Janney, Eistner Associates, Inc. (WJE)

Contact: Rita Ray
2500 Regency Parkway
Cary, NC 27518
Phone: (919) 654-3037

For Roofing Assessment, we propose:

ECS Southeast, LLP

Contact: Jamie Archie
1812 Center Park Drive, Suite D
Charlotte, NC 28217
Phone: 704.525.5152

5.) Fee:

For the scope detailed above, we propose the following lump sum fees:

Basic Fee	
Architectural	\$50,680
Site/Civil Engineering	\$53,950
MEP Engineering	\$18,000
Structural Engineering	\$8,200
Aquatic Design	\$84,770
Building Envelope Consulting	\$15,000
Cost Estimating	\$15,700
Subtotal Basic Fee - Design Development	\$246,300
 Additional Fees	
Gymnasium Renovation Design (DD for Architectural, MEP, and Structural)	\$62,200
Roofing System Assessment	\$3,800
Event Lawn/Inclusive Play Site Prep Design	\$8,500
Loop Road, ADA Parking, Connectivity	\$11,000
Pedestrian Bridge	\$56,000
Greenway Connection	\$29,500
Subtotal Additional Fees	\$171,000
 Total - Basic + Additional	 \$417,300

* Note: The Schematic Design phase estimated the construction at approx. \$12M, however, it is understood that the City's construction budget is \$9.5M. The basic service includes the pool renovation, locker rooms and concession building, and the required site design for parking and ADA accessible access to the pool. The remaining design portions of the project are broken out into additional services. If accepted, it is the intent of the Design Development phase and documents to note these additional items as alternates so they can be individually listed in the design development opinion of probable cost.

Reimbursable Expenses

We will bill additionally for reimbursable expenses at 1.25 times the cost. Reimbursable expenses include, but are not limited to:

- Printing costs
- Shipping costs
- Mileage
- Miscellaneous smaller reimbursables

6.) Schedule:

The following is an estimated schedule for the scope:

Design Development	10 weeks
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A design amendment will be issued for the Construction Documents thru Construction Administration phases with the revised project scope.

7.) Assumptions

- Assumes that any new building structures will be sited such that it is not in a flood hazard area.
- Assumes that the City will contract directly for Hazmat (asbestos) testing and abatement plan.
- Assumes the City will provide any required arborist services.
- Assumes that the City will provide a lift to access the roof.

8.) Excluded Services

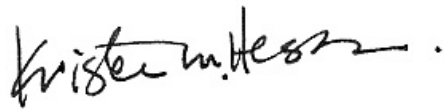
The following services can be provided for additional fees:

- Design beyond Design Development
- Assistance with bidding
- Construction administration
- Closeout and record drawings
- 3-Dimensional Plans or Renderings
- Traffic planning / engineering services (i.e. traffic impact analysis, design of offsite traffic improvements, signal design, etc.) are outside the scope of this agreement.
- Enhanced BMP planting design (above and beyond turf)
- Off-site road improvements
- Permitting through NCDOT
- Site survey of the normal high-water mark (756 contour)
- Floodplain Development Permit
- Stormwater Permitting
- Watershed Modification
- Site Plan Approval
- Construction Drawing Approval
- Public Tree Certification Approval
- Commissioning
- Telecommunications, Security, Acoustical and LEED design.
- Scissor lift rental for field verification
- Book specifications (for DD phase)
- Theatrical or special lighting design
- Generator or UPS design
- Detailed coordination with utility companies (i.e. electrical load sheets)
- Energy Modeling: We have assumed energy code compliance will use the prescriptive method.
- Hazardous location design or classification
- Work outside the area of work in our scope
- Cathodic protection
- Security system, IDS, & CCTV design
- Access control system design
- Public address system design

- Telecommunications design
- Lightning protection design
- Photovoltaic design
- Solar hot water heating
- Electrical coordination study & arc-fault analysis
- LCCA of MEP systems
- Energy Analysis of alternate HVAC systems
- Design of any 24/7 HVAC for specialty server room / IT room on this project.
- Removal of fixed building elements and survey or confirmation of concealed or inaccessible locations is not included. In those locations, we will base our understanding of the existing conditions on previous plans, information from site personnel or inference from known information. If during the course of construction the inaccessible or concealed areas are exposed and/or systems are found to be different than expected and the contractor cannot address the discrepancies with field modifications, we can be engaged upon request to visit the site and update our drawings and calculations on an hourly additional basis or by another arrangement.
- Additional review cycles or changes to plans once substantial progress has been made will be considered additional services. We will notify you immediately if this situation arises.

Please let me know if you need additional information. Thank you so very much for this opportunity. We are excited to continue this project.

Sincerely,



Kristen M. Hess, AIA, LEED AP
Principal

CITY OF HIGH POINT

AGENDA ITEM



Title: Marketing & Branding Task Force

From: Randy McCaslin, Interim City Manager

Meeting Date: September 21, 2020

Public Hearing: N/A

**Advertising Date /
Advertised By:**

Attachments:

PURPOSE:

The creation of a Marketing and Branding Task Force regarding a marketing and branding initiative that came out of discussions during the City Council Retreat held in February 2020.

BACKGROUND:

At the August 5, 2020 Prosperity & Livability Committee meeting, Chairman Wesley Hudson recommended the creation of a task force for a marketing and branding initiative for the City of High Point. The committee recommended appointment of the following to serve on the task force:

1. Council Member Michael Holmes – Chair
2. Assistant City Manager Greg Ferguson
3. Director of Communications & Public Engagement Jeron Hollis- Advisor
4. Forward High Point - Ray Gibbs
5. Market Authority Representative
6. Chamber of Commerce Representative
7. High Point Convention & Visitors Bureau Representative

At the Prosperity & Livability Committee meeting, Council Member Monica Peters also expressed an interest in serving on the task force.

Chairman Hudson is recommending that the task force not exceed eight (8) members.

BUDGET IMPACT: N/A

RECOMMENDATION / ACTION REQUESTED:

Council is requested to:

1. Create and ratify the City of High Point Marketing & Branding Task Force.
2. Establish guidelines for the Marketing & Branding Initiative and identify the area in which the initiative will apply.
3. Confirm appointment of the members to the City of High Point Marketing & Branding Task Force.

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

City of High Point Finance Director

Interlocal Agreement for The Piedmont Triad Regional Mobility Management Call Center

This Interlocal Agreement for The Piedmont Triad Regional Mobility Management Call Center (this “**Agreement**”) is entered into on this ____ day of _____, 2020 (the “**Effective Date**”) by and between the Piedmont Authority for Regional Transportation (“**PART**”), and the City of High Point (“**City**”).

WITNESSETH:

WHEREAS, the North Carolina General Statutes in Chapter 160A, Article 20, provide that units of local government may enter into agreements in order to execute an undertaking providing for the continual exercise by one unit of any power, function, or right; and

WHEREAS, PART and the City each operate separate, fixed route bus systems; and

WHEREAS, PART and the City desire to continue the Regional Mobility Management Call Center (the “**Call Center**”) that originated in 2015 for the purpose of receiving and handling telephone inquiries and calls regarding their respective fixed route bus systems operations and services; and

WHEREAS, the governing bodies of PART and the City have ratified this Agreement by resolution and that action being recorded in their respective minutes; and

WHEREAS, PART and the City have determined that it is in the public benefit and interest to enter into this Agreement to provide for an efficient public transportation service to their service areas.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, PART and the City agree as follows:

1. Initial Term of Agreement. The initial term of this Agreement was ratified in 2015 on the Effective Date, and was extended on June 30, 2016 through the end date of June 30, 2019 (the “**Initial Term**”).

2. Renewal. This Agreement shall automatically renew for a three (3) year term commencing on July 1, 2020, and shall continue until June 30, 2023, unless sooner terminated as

provided herein (the “**Renewal Term**”). Following the renewal term the participation under this agreement may be extended on an annual basis with the mutual consent from the Authorized Officials of both parties that have executed this agreement.

3. Participants. The participants shall be those parties listed on **Appendix A** hereto (the “**Participants**”).

4. Operator of the Call Center. The operator and manager of the Call Center (the “**Operator**”) shall be PART’s Transportation Demand Management Program or its designee.

5. Functions to be Provided by Operator. Subject to the terms of this Agreement, the Operator shall furnish personnel, services, equipment, facilities and all other items necessary for or incidental to the operation of the Call Center as specified in the Statement of Work, **Appendix B**, attached hereto and made a part of this Agreement.

6. Commencement of Operations. The Operator shall continue operations of the Call Center that originated on July 6, 2015 (the “**Operations Commencement Date**”). Public operations began on or after August 3, 2015. The functions and support of the Call Center operations is in functionality to support the member agencies of PART and provide information for users of public transportation services to the members of this agreement.

7. Obligations of Participants. Subject to the terms of this Agreement, each Participant shall:

- a. provide current, accurate and complete information for such Participant’s bus and paratransit operations, policies and services to the Operator on a regular basis and upon request by the Operator;
- b. pay Operator for the work performed in accordance with the Statement of Work, Appendix B, pursuant to the procedure set forth in Section 9 of this Agreement; and
- c. provide the Operator with changes to routes, schedules, and fares at least fourteen (14) business days prior to implementation or effective dates.

8. Annual budgeting process. The Operator shall provide a budget proposal to each Participant for the upcoming fiscal year of each year during the Term of this Agreement, and any renewal or extension thereof. The budget proposal shall: (i) be presented as a line-item breakdown of estimated costs; (ii) set forth all assumptions used to estimate the costs contained in the budget; and (iii) identify all anticipated grant funds that are dedicated to the operations of the Call Center. Each Participant’s respective costs shall be determined pursuant to the terms set forth in Section 11 of this Agreement. The budget proposal shall be finalized upon the concurrence of all Participants, which approval must occur by July 1st of each year during the Term of this Agreement, and any renewal or extension thereof.

9. Invoicing of Costs to the Participants. Each Participant shall pay the Operator for the work performed under this Agreement in accordance with the Statement of Work, Appendix B. Subject to the terms of this Agreement, a Participant's payment of its Respective Share (as defined in Section 11 below) shall constitute full and complete compensation for the performance of work by the Operator under this Agreement. Said amount shall be billed to each Participant by the Operator as follows: The Operator will invoice participating Agencies quarterly in arrears based upon their shares, as stipulated in Section 11 below, of actual expenditures incurred during the prior quarter for the operation of the Call Center ("**Actual Expenses**"). Invoices shall be paid in full within fifteen (15) days of receipt. The Operator shall set up a separate chart of accounts to track Actual Expenses. Annual Actual Expenses shall be audited by a third-party, and may be subject to audit by any Participant upon their request.

10. Addition of Other Agencies to this Agreement. The Participants agree that other Eligible Transit Agencies (hereinafter defined) may join and become a Participant to this Agreement provided that agency agrees in writing to abide by and be bound by the terms and conditions of this Agreement. For the purposes of this Section 10, Eligible Transit Agencies shall mean:

- a. City of Burlington;
- b. City of Greensboro;
- c. City of High Point;
- d. Yadkin Valley Economic Development District;
- e. Alamance County Transportation;
- f. Randolph Chatham Area Transit;
- g. Guilford County Transportation; and
- h. The HEAT system.

11. Cost-sharing agreement. During the Term and any renewal or extension thereof, the Participants shall be responsible for and pay the costs of the Call Center as set forth below:

- a. PART shall pay all costs occurring prior to the Operations Commencement Date.
- b. Upon the Operations Commencement Date, the Participants shall pay for the work set forth in the Statement of Work, Appendix B, on an equal share basis as set forth in the Budget, **Appendix C**.
- c. Twenty-four (24) months after the Operations Commencement Date, or sooner subject to Section 11(d) of this Agreement, the Operator and all Participants agree to review Call Center records and functions to determine an equitable share of Actual Expenses based upon Call Center activity related to each Participant's proportionate call volume and demand upon the Call Center's resources (the "**Call Center Review**"). This review shall take place prior to an upcoming fiscal year and shall be repeated at least every twenty-four (24) months.

- d. Notwithstanding anything set forth herein, should operational characteristics require more staff and/or additional expenses which shall cause the estimated expenses (the “**Estimated Expenses**”) to increase by 10% or less in the aggregate during any 24-month period (a “**Minor Increase**”), the Operator may invoice such Actual Expenses without prior notice and Participants shall pay such Actual Expenses subject to the procedure set forth in Section 9 of this Agreement. Should operational characteristics require more staff and/or additional expenses which shall cause the Estimated Expenses to increase by more than 10% in the aggregate during any 24-month period (a “**Major Increase**”), the Operator shall provide prior written notification of such Major Increase and the Participants shall conduct the Call Center Review to determine each Participant’s Respective Share.
- e. Each Participant’s share of expenses shall be referred to herein as its “**Respective Share**”.
- f. In the event that one or more Participants join this agreement after the Effective Date (each a “**New Party**”), the Operator shall invoice the New Party for its Respective Share of the expenses for the Call Center, prorated from the date such New Party joins this Agreement to the end of the then current quarter. All Participants to this Agreement at the time a New Party joins this Agreement shall receive a prorated reduction in their financial responsibility for the Call Center expenses in equal shares.

12. Withdrawal from this Agreement. Any Participant may withdraw from this Agreement and be released from its responsibilities hereunder by giving at least twelve (12) months’ prior advance written notice of its desire to do so to all of the other Participants. Such written notice shall state the date that the Participant desires to withdraw, which date must be the first day of a month.

13. Notices. Any notice given pursuant to this Agreement shall be deemed given if delivered by hand or if deposited in the United States Mail, postage paid and certified mail, return receipt requested and addressed as follows:

If to PART: Executive Director
PART
107 Arrow Road
Greensboro, NC 27409

And with a copy to:
Director of Finance and Administration
PART
107 Arrow Road
Greensboro, NC 27409

If to the City of High Point:
Transit Manager

High Point Transit
716 West MLK Jr. Drive
High Point, NC 27262

14. Binding Effect: This Agreement shall be binding upon and inure to the benefit of the parties and their agents, grantees, successors, and assigns.

15. Dispute Resolution: In the event a dispute arises between or among the Participants concerning a question or fact in connection with the requirements of this Agreement or compensation therefore, the parties hereto agree to bargain in good faith towards a mutual resolution. If the parties to this Agreement, after honest good faith negotiations, cannot reach a compromise then any party may adjudicate their dispute as allowed by the laws of the State of North Carolina.

16. Construction. The parties hereto acknowledge that this Agreement has been prepared and drafted through the efforts of all parties and all agree that in the interpretation, construction, and enforcement of the terms and conditions of this Agreement, there shall not be applied against any party the normal rules of construction that vague and ambiguous terms are to be construed against the drafting party.

17. Severability. If such provisions of this Agreement for any reason shall be declared invalid, illegal, or unenforceable, such decision shall not affect the validity of any remaining provisions that shall remain in full force and effect.

18. Counterparts; Electronic Signatures. This Agreement may be executed in counterparts and all so executed shall constitute one Agreement, notwithstanding that all parties are not signatories to the original or the same counterpart. Electronic transmissions of the signatures provided for below may be relied upon and shall have the same legal effect as the originals of such signatures.

19. Merger: This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements among the parties hereto (whether written or oral, express or implied) and is intended as a final expression of their mutual understanding. This Agreement shall not be altered, modified or amended except in writing signed by the duly authorized representatives of the parties hereto and specifically referring to this Agreement.

20. Compliance with Laws. The parties agree to comply with all state and federal laws, including those relating to discrimination, in the performance of this Agreement.

(Signatures on the following page)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives:

City of High Point

Authorized Official Signature:

By: [Signature]
Name: Jay W. Wagner
Title: Mayor

Witness:



By: [Signature]
Name: Lisa B. Vierling
Title: City Clerk

PIEDMONT AUTHORITY FOR REGIONAL TRANSPORTATION

Authorized Official Signature:

By: _____
Name: _____
Title: _____

Witness:

By: _____
Name: _____
Title: _____

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

PART Finance Director

Appendix A (Participants)

1. County of Davidson
2. Piedmont Authority for Regional Transportation (PART)
3. City of High Point

Appendix B (Statement of Work)

I. Overview of Primary Tasks

- A. Establish, operate and maintain physical and technical capability (i.e., computer equipment/phones/utilities and allocated cost of space) to receive inbound calls and capture data from inquirers needing Call Center services.
- B. Screen, train, monitor, and supervise adequate staff to receive calls as contemplated by this Agreement. Staffing levels shall be maintained at sufficient levels to have: (i) 90% of calls answered in 30 seconds; (ii) 75% of all incoming calls with a “live agent” before a customer is sent to a waiting queue; (iii) a minimum average handle time (AHT) of 120 seconds; (iv) record and forward all complaints and commendations to the designated staff at the Participant within 24 hours; and (v) mail brochures to customers within 48 hours of a request.
- C. Conduct phone calls according to standard protocols developed by Operator.
- D. Record data collected during phone calls as specified in this Agreement.
- E. On a monthly basis the Operator will provide each Participant with a report of the following statistics from the phone system: (i) call volume; (ii) percent of calls answered by a “live agent” within 30 seconds; (iii) percent of incoming calls answered by a “live agent” prior to being sent to a waiting queue; (iv) average call duration; (v) number of complaints and commendations; (vi) number of requests for paratransit information; and (vii) number of brochures mailed to customers.

The Operator will use reports automatically generated by the call center telephone monitoring software. When possible all calls will be assigned to the system for which the inquiry was made.

II. Detailed Task Description

- A. Operational Parameters. The Operator hereby agrees to provide the following operational parameters:
 - i. The Operator shall operate and staff the Call Center between the hours of 6:00 AM and 7:00 PM on Monday through Friday, excluding days all Participants have announced that they will not be operating their services (the “**Staffed Hours**”).
 - ii. During periods outside of the Staffed Hours, customer calls shall be forwarded to staff at the Participants’ respective local transit agencies.
 - iii. In instances of inclement weather, the Operator will keep the Call Center open and staffed for the Staffed Hours, except in conditions when all Participants have announced that they will not be operating their services.

- iv. Requests for changes to Staffed Hours may be initiated at any time by any Participant. All Participants must agree in writing to any changes and to the timeframe for implementation of any proposed change. In no event shall the timeframe for implementing any change to the Staffed Hours be less than thirty (30) days.

B. Functions Provided. The Operator hereby agrees to provide the following functions:

- i. Customer Service Representatives – Operator will hire, train, and provide on-going training to customer service representatives (“CSR’s”) to prepare the CSR’s to perform all Call Center duties consistent with performance standards as set forth herein. The CSR staff shall include full time supervisor(s) and call takers, part time call takers and any another personnel agreed upon in writing by all Participants.
- ii. Trip planning – CSR’s will provide informed assistance to customers in planning transit trips. Provided current, accurate information has been provided to Operator as required by this Agreement, bus and paratransit service information will be kept current in the publicly accessible website at www.partnc.org or as otherwise agreed by each Participant in writing.
- iii. Schedule information – CSR’s will provide customers with information about current schedules and upcoming schedule changes for each Participant’s bus system, provided accurate and current information has been provided to Operator.
- iv. Real-time bus status – CSR’s will inform customers of incidents and delays in response to questions about the status of bus locations. CSR’s will rely on local agency dispatchers to provide current and accurate information about incidents and delays.
- v. Bus fares and policies – CSR’s will answer customer questions about local and regional bus fares and passes, purchasing options, and all other policies of each Participant (e.g. prohibited behavior while on board each Participant’s transportation).
- vi. Complaints/commendations – CSR’s will attempt to address customer complaints while on the phone. They will record all customer complaints or commendations (whether successfully addressed on the phone or not) as they are received and will forward them to designated staff at the appropriate agency.
- vii. Lost and Found – Customers will be able to connect with the designated contacts at each agency for Lost and Found information through one of two

methods, either through the CSR's or through the Call Center's phone menu.

- viii. Rideshare information and matching – Customer Service Representatives will provide information about carpooling and vanpooling in the Triad and assist customers with on-line ride-matching requests.
- ix. Emergency Ride Home information – CSR's will provide customers with information about the regional Emergency Ride Home program, and will send out brochures or registration forms upon request.
- x. Mailing informational brochures – CSR's will mail route brochures and other informational brochures to customers upon request.
- xi. Paratransit information and applications – Customer Service Representatives will transfer customers with inquiries about paratransit services to the respective participating agency's paratransit service provider.
- xii. On-line pass sales processing – CSR's will process purchases from the partnc.org web site.
- xiii. Deviated Fixed (flex) route scheduling and dispatching – Customers will be able to schedule a pick-up on deviated fixed route system and check on ride status.

Appendix C (Budget)

As of the Operations Commencement Date, the Call Center shall operate under the budget set forth below. Subject to the provisions of Section 11 of the Agreement, each Participant's Respective Share shall be an equal share of the total expenses set forth below.

Budget:

Expenses

Salaries & Benefits	\$ 199,500.00
Supplies	2,100.00
IT	12,600.00
Marketing	2,000.00
Training	1,700.00
Utilities	3,100.00
Telephone - Landline	8,800.00
Maint - Bldg/Grounds	1,000.00
Janitorial	3,500.00
Total	\$ 234,300.00

Revenue

NCDOT – TDM Grant	\$ 109,445.00
PART	52,029.00
High Point Transit System	37,826.00
Davidson County	35,000.00
Total	\$ 234,300.00

The Operator shall submit quarterly invoices pursuant to the procedure set forth in Section 9 of the Agreement. As of the Effective Date, the estimated quarterly payments for the City of High Point are \$9,456.50, and Davidson County at \$8,750.00.



**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT:

COUNCIL AGENDA DATE:

BID NO.: CONTRACT NO.: DATE OPENED:

DESCRIPTION:

PURPOSE:

COMMENTS:

RECOMMEND AWARD TO: AMOUNT:

JUSTIFICATION:

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: DATE:

The Purchasing Division concurs with recommendation submitted by the and recommends award to the lowest responsible, responsive bidder in the amount of \$.

PURCHASING MANAGER: DATE:

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: DATE:

CITY MANAGER: DATE:

CITY OF HIGH POINT

AGENDA ITEM



Title: Rear Loading Refuse Truck

From: Gary Smith, Fleet Director

Public Hearing: N/A

Attachments:

Meeting Date: September 21, 2020

Advertising Date / N/A

Advertised By: N/A

PURPOSE:

The Environmental Services Division has a rear loading refuse truck in need of replacement due to age and hours. Using the NC Sheriffs' Association Procurement contract # 19-03-0504RR (Item #44), a 2021 Freightliner truck with New Way Rear Loading Refuse body from Amick Equipment Company is being recommended for council approval.

BACKGROUND:

The Environmental Services Division is currently using a 2007 Sterling truck with a Heil brand rear loading body that has over 16,000 hours and is at the end of its useful life. This truck is primarily used for residential collection and furniture market preparation. The Freightliner truck with a New Way rear loading refuse body configuration works well for the division and will meet their needs. The price of \$188,885.63 is for one truck, refuse body installation, training, and delivery. The estimated delivery is 180-240 days.

BUDGET IMPACT:

Funds are available in 2020-21 budget

RECOMMENDATION / ACTION REQUESTED:

The Fleet Services Department recommends purchasing a Freightliner truck with New Way rear loading refuse body from Amick Equipment Company. Recommendation also includes declaring the old truck as surplus and disposing through the online auction process.





End User: HIGH POINT NC

Contact: GARY SMITH

Ship To: HIGH POINT NC, 3524 TRIANGLE LAKE ROAD



NCSA CONTRACT #

19-03-0504RR

Link: Terms & Cond.

NOTE: Please send
P.O. showing Contract
to Amick & NCSA:
kmitman
@ncsheriffs.net

Description

Contract Price

MODEL: **NEW WAY COBRA MAGNUM 25 YARD**

\$ 105,883.67

BODY PAINT: L0006EY ELITE WHITE

STANDARD EQUIPMENT

ALL LED LIGHTING PACKAGE, INCLUDING REVERSE AND LICENSE PLATE LIGHT.
SAFETY SHUT DOWN E-STOP - CURBSIDE
DRIVER ALERT BUZZER - CURBSIDE
BODY ACCESS DOOR 30"X30"
SAFETY INTERLOCK - PTO KILL SWITCH ON BODY ACCESS DOOR
WEATHERPROOF ELECTRICAL JUNCTION BOX.
FIRE EXTINGUISHER - 10LBS
TRIANGLE SAFETY KIT
REAR VIEW CAMERA - 5.6" COLOR MONITOR - SAFETY VISION
BODY FLOOR 7GA 100K
HOPPER FLOOR AND BACK 1/4" 100K
TAILGATE LOWER SIDES 1/4" 100K
SLIDE PANEL 7GA, 100K
SWEEP PANEL 1/4" 100K
EJECTION PANEL FACE 10GA 50K
BODY SIDE PANELS 10GA. 80K
SLIDE CYLINDERS 5" BORE
SWEEP CYLINDERS: 4.5" BORE
INDUCTION HARDENED SWEEP & SLIDE RODS
FRAME MOUNTED HYDRAULIC TANK - FULLY ACCESSORIZED
ZINC CLEAR COATED HYDRAULIC TUBES
QUICK DISCONNECT PRESSURE PORT AT FRONT VALVE
RUBBER MUD FLAPS IN FRONT OF REAR AXLES
FACTORY MOUNTED BODIES ARE PRIMED & PAINTED WITH IMRON ELITE AUTOMOTIVE
PAINT & HEAT CURED
STANDARD FACTORY WARRANTY: 2YR CYLINDER / 1YR BODY / 1YR HYDRAULIC

OPTIONAL UPGRADES AND ACCESSORIES INCLUDED IN THIS QUOTE

UPGRADE TO 25 YARD BODY
HOT SHIFT PTO W/PACK ON THE GO AND OVERSPEED PROTECTION
LEDWORK LIGHTS 2 MOUNTED INSIDE UPPER TAILGATE SHINNING IN HOPPER
1 SURFACE MOUNTED STROBE CENTER TAILGATE
INTEGRATED STROBES UPPER AND LOWER TAILGATE
SAFETY SHUTDOWN STREETSIDE
DRIVER ALERT BUZZER STREETSIDE
GUARDS TO PROTECT HANDLES BOTH SIDES
BACKUP ALARM 102DB
20 LB FIRE EXTINGUISHER
NYLON SLEEVES ON HOSES
DUAL CAMERA SYSTEM, WITH SOUND, REAR AND CURBSIDE FRONT OF CAB FACING REAR
FULL BODY WELD VS STITCH
HOUR METER ON PTO

GUARDS TO PROTECT ROOF HOSES AND PIPES
 IN-CAB AIR CONTROLS FOR TAILGATE AND EJECT. INCLUDES AUTO LOCK TAILGATE
 QUICK DISCONNECT PRESSURE GAUGE
 RUBBER MUD FLAPS BEHIND REAR AXLES
 STEEL MUD FLAPS IN FRONT OF REAR AXLES
 SHOVEL AND BROOM RACK STREET SIDE
 STEEL TOOL BOX 18X18X36
 ACCESS DOOR 30X30
 ACCESS DOOR LADDER WITH HANDLES
 STEPS EXTENDED LENGTH
 STEPS EXTENDED WIDTH
 TAILGATE SEAL EXTENSION INCREASE HEIGHT
 2 BARKER TIPPERS INSTALLED AT FACTORY WITH VALVING AND CONTROLS
 COMPLETE FACTORY MOUNT
 CLEAR STROBES ON THE FRONT OF THE CAB
 ACRYLIC URETHANE EMAMEL ELITE WHITE TO MATCH CAB

DEALER SERVICES INCLUDED

FRIEGHT - FACTORY TO AECI
 PDI & ONE (1) LOCAL MOVE TO TRUCK DEALER OR END USER
 AECI MOBILE ON-SITE WARRANTY PKG., 1 YR
 ON-SITE TRAINING - PROVIDED BY REQUEST

LOCAL OPTIONS INCLUDED

2 BARKER TIPPERS WITH SINGLE INSTALL PLATE SHIPPED TO NEW WAY
 INSTALL CLEAR STROBES ON FRONT OF CAB.

Subtotal:	\$	105,883.67
Contract Discount:	\$	(6,353.02)
Additional Discount:	\$	(6,353.02)
Subtotal:	\$	93,177.63

MODEL:	2021 FREIGHTLINER M2 106 CONVENTIONAL	\$	95,708.00
GVWR:	64000 LBS		
ENG & TRAN:	CUMMINS L9 350HP 1000 TORQUE / ALLSION 3000 RDS		
PAINT:	L0006EY ELITE WHITE EY		
VIN:			
COMMENTS:	SEE CHASSIS SPECIFICATIONS FOR COMPLETE DETAILS.		

Subtotal:	\$	95,708.00
Total:	\$	188,885.63
Unit Purchase Price:	\$	188,885.63
Balance Due Upon Delivery:	\$	188,885.63
Body Completion Estimate - Days after receipt of CHASSIS:		145

QUOTED BY: CAMERON LOW

DATE: 8/25/2020

VALID UNTIL: 9/24/2020

ADDITIONAL OPTIONS: Prices shown in "additional options available" section are not included in the "Total" price and do not include taxes.

TAXES: Unless itemized above, prices do not include local, state or federal taxes.

MOTOR VEHICLE TAXES: AECI no longer collects SC "IMF" or NC "Highway Use Tax". Either the chassis dealer or the DMV will collect motor vehicle tax/fees when registering vehicle.

PAYMENT TERMS: Payment is due PRIOR to delivery. When ample credit has been extended to customer, payment is due 15 DAYS after delivery.

TITLEWORK / MCO: Allow 5-10 days after receipt of payment to process Title or Manufacturer's Certificate of Origin (MCO).

QUOTE EXPIRATION: Pricing is honored for 30 days from date quoted, barring extenuating circumstances such as, but not limited to, volatile markets, factory price increases, etc. AECI makes every effort to give as much notice as possible in such instances.

DELIVERY ESTIMATES: ETA's are based on production schedules at the time of quote and are subject to changes in truck or body production schedules as well other factors such as transportation delays, etc.



**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT:

COUNCIL AGENDA DATE:

BID NO.: CONTRACT NO.: DATE OPENED:

DESCRIPTION:

PURPOSE:

COMMENTS:

RECOMMEND AWARD TO: AMOUNT:

JUSTIFICATION:

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: DATE:

The Purchasing Division concurs with recommendation submitted by the and recommends award to the lowest responsible, responsive bidder in the amount of \$.

PURCHASING MANAGER: DATE:

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: DATE:

CITY MANAGER: DATE:

CITY OF HIGH POINT

AGENDA ITEM



Title: Request to Retire K-9 Rudo

From: J. Travis Stroud, Interim Chief of Police

Meeting Date: September 17, 2020

Public Hearing: N/A

**Advertising Date /
Advertised By:** N/A

Attachments: Resolution
K-9 Service Evaluation Memo

PURPOSE:

The Police Department is requesting consideration for approval to retire (declare surplus) Police K-9 Rudo.

BACKGROUND:

Canine Rudo is a multi-function (narcotics detection, tracking, search and apprehension), Belgium Malinois who was purchased by the High Point Police Department in May 2018. She is currently 3 years and eight months old. Unfortunately, Rudo has not risen to the level of expected performance. This issue creates an officer safety issue and is a severe performance failure. Police K-9 Trainers have evaluated the canine and have declared him unfit for duty.

BUDGET IMPACT:

K-9 Rudo, was originally purchased by the High Point Police Department at a cost of \$7,500. As a result of his inability to perform, the Police Department will be required to purchase a replacement canine. The expense of the new purchase is expected to be \$12,000.00 and consideration for this purchase is included in our current budget proposal (FY 2021).

RECOMMENDATION / ACTION REQUESTED:

The Police Department requests that K-9 Rudo be declared surplus property and that we be allowed to retire him.

J. Travis Stroud
Interim Chief of Police

**RESOLUTION APPROVING SALE OF PERSONAL PROPERTY
BY PRIVATE NEGOTIATION AND SALE PURSUANT TO N.C.G.S. 160A-266**

WHEREAS, the City of High Point (“City”) is owner of a police canine (“Canine Rudo”) that has proven to be ineffective for its role and has therefore become surplus; and

WHEREAS, N.C.G.S. 160A-266 authorizes the City to dispose of surplus property by private negotiation and sale with respect to personal property valued at less than \$30,000, upon authorization of the City Council at a regular meeting and notice to the public; and

WHEREAS, Canine Rudo is considered personal property and is valued at an amount less than \$30,000;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of High Point pursuant to the North Carolina General Statute 160A-266 that the personal property known as Canine Rudo is valued less than \$30,000, is hereby declared surplus and the City Manager is authorized to sell Canine Rudo by private negotiation and sale.

Adopted this the ____ day of _____, 2020.

Jay M. Wagner, Mayor

Lisa B. Vierling,
High Point City Clerk

City Clerk's Office

Mary Brooks

DEPUTY CITY CLERK



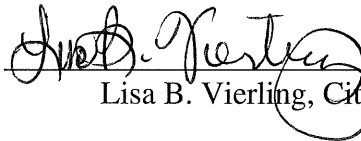
NORTH CAROLINA'S INTERNATIONAL CITY™

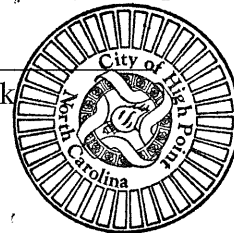
City of High Point
Municipal Office Building
211 South Hamilton Street
High Point, NC 27261

Certification

I, Lisa B. Vierling, City Clerk of the City of High Point, North Carolina, do hereby certify that the foregoing is a true and accurate Ordinance adopted by the City Council in official Session on September 21, 2020 and upon approval by City Council will be recorded in Book 95 of the Official Minute Books and Ordinance Book Volume XXI, Ordinance No. 7629/20-45, page 45, Legislative File No. 2020-358 of this City, under my care, custody and control. As of this date, action to adopt said Ordinance has not been amended, rescinded or repealed and is in full force and effect.

WITNESS my hand and the Corporate Seal of the City of High Point, the 23rd day of September 2020.

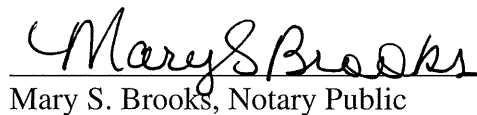

Lisa B. Vierling, City Clerk

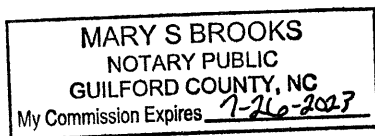


ACKNOWLEDGEMENT

I, Mary S. Brooks, 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 23rd day of September 2020.


Mary S. Brooks, Notary Public



Commission Expires: 7/26/2023

ORDINANCE

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

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

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

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

PROPERTY LOCATION

OWNER (S)

723 Fairview St.

Heirs of Va Mae Huntley
1218 Delk St
High Point, NC 27262

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

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

Adopted by City Council,
This the 21st day of September, 2020

Lisa B. Vierling, City Clerk

**HIGH POINT CITY COUNCIL
SPECIAL MEETING
SEPTEMBER 9, 2020 – 1:30 PM
COUNCIL CHAMBERS**

MINUTES

As part of the city of High Point's on-going COVID-19 mitigation efforts, in-person attendance will not be allowed at this meeting. Instead, the meeting will be live-streamed and the public can listen to the meeting as it is being live-streamed by clicking on the following link www.HighPointNC.gov/VirtualPublicMeeting

ROLL CALL

Mayor Wagner called the meeting to order at 1:36 p.m.

The Mayor then called the roll for attendance. The following council members were **present** (9):

Mayor Jay w. Wagner (physically present)
Mayor Pro Tem Christopher Williams (physically present)
Council Member Britt Moore- At Large (physically present)
Council Member Tyrone Johnson- At Large (physically present)
Council Member Cyril Jefferson- Ward 1 (physically present)
Council Member Monica Peters- Ward 3 (physically present)
Council Member Wesley Hudson- Ward 4 (remote participation)
Council Member Victor Jones- Ward 5 (remote participation)
Council Member Michael Holmes- Ward 6 (remote participation)

Staff Present:

Randy McCaslin, Interim City Manager; Eric Olmedo, Assistant City Manager; Greg Ferguson, Assistant City Manager; JoAnne Carlyle, City Attorney; Meghan Maguire, Assistant City Attorney; Loren Hill, President- High Point Economic Development Corporation; Sandy Dunbeck, Executive Vice President- High Point Economic Development Corporation; Marshall Yandle, Vice President- High Point Economic Development Corporation [remote participation]; Jeron Hollis, Director of Communications & Public Engagement; Mary Brooks, Deputy City Clerk; and Lisa Vierling, City Clerk

Others Physically Present:

Tim Elliott- Elliott Sidewalk Communities
Bob Hagemann, Outside Legal Counsel- Poyner Spruill LLC
Scott McKay, Cherry Bekaert

Others Participating Remotely:

Ernie Pearson, Outside Legal Counsel- Nexsen Pruet

PRESENTATION OF ITEMS**2020-341 Closed Session-Economic Development; Attorney-Client Privilege; and Personnel**

Council is requested to go into closed session pursuant to N.C.G.S. §143-318.11(a)(4) for Economic Development; closed session pursuant to N.C.G.S. §143-318.11(a)(3) for Attorney-Client privilege; and closed session pursuant to N.C. General Statute §143-318.11(a)(6) for personnel.

A motion was made by Mayor Wagner, seconded by Council Member Johnson, to enter Closed Session pursuant to N.C. General Statute 143-318.11(a)(4) for economic development; N.C. General Statute 143-318.11(a)(3) to preserve the attorney-client privilege; and N.C. General Statute 143-318.11(a)(6) for personnel. Following a roll call vote by the Mayor, the motion carried by the following unanimous 8-0 vote.

Aye (8): Mayor Wagner, Council Member Moore, Council Member Johnson, Council Member Jefferson, Council Member Peters, Council Member Hudson, Council Member Jones, and Council Member Holmes.

Absent (1): Mayor Pro Tem Williams

ADJOURNMENT

Upon reconvening into Open Session at 4:44 p.m., Mayor Wagner announced that there would be no action taken as a result of the Closed Session.

Mayor Wagner asked if there were any objections to adjourn the meeting. There being none, the meeting was adjourned at 4:44 p.m.

Respectfully Submitted,

Jay W. Wagner, Mayor

Attest:

Lisa B. Vierling, MMC

CITY OF HIGH POINT

AGENDA ITEM



Title: Ordinance to Demolish – 1207 W Green Dr.

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

Meeting Date: 9/21/2020

Public Hearing: No

Advertising Date:

Advertised By:

Attachments:

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

PURPOSE:

A request by Community Development and Housing – Local Codes Section to adopt an ordinance ordering the inspector to demolish the dwelling at 1207 W. Green Drive.

BACKGROUND:

After a Complaint and Notice of Hearing was issued and a hearing held, an Order to Repair or Demolish was issued on 10/18/2019. No action occurred by the compliance date of 11/18/2019. The necessary repairs to the dwelling exceed its current tax value and the demolition is warranted.

BUDGET IMPACT:

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

RECOMMENDATION / ACTION REQUESTED:

Staff recommends the adoption of the requested ordinance to demolish this single family dwelling and all outbuildings on the property.

PENDING ACTION:

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

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

**ORDINANCE
REQUEST:**

Ordinance to Demolish

**PROPERTY
ADDRESS:**

1207 W. Green Dr.

OWNER:

Heirs of Mary J. McCormick

**REASON FOR
INSPECTION:**

Inspector observed property unsecured

**FIRST
INSPECTION:
10/2/19**

Summary of Major Violations

1. Repair or replace roof and roof covering
2. Repair or replace ceiling material throughout
3. Repair or replace floors and floor covering throughout
4. Repair or replace plumbing in kitchen and bathroom
5. Repair or replace exposed wiring throughout

**HEARING
RESULTS:
10/16/19**

No one appeared for the Hearing. It was determined there are several violations of the Minimum Housing Code. There are multiple violations of the minimum housing code in the house that make it unsafe. In its present state, necessary repairs to the dwelling exceed 65% of the value of the structure.

**ORDER(S)
ISSUED:
10/18/19**

Order to Repair or Demolish
Date of Compliance 11/18/19

APPEALS:

None

**OWNER
ACTIONS:**

None

ADDITIONAL:

Guilford County property taxes are due in the amount of \$5,290.39 for 2013 through 2019.

ORDINANCE

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

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

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

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

PROPERTY LOCATION

OWNER (S)

1207 W. Green Dr.

Heirs of Mary McCormick
1207 W. Green Dr.
High Point, NC 27260

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

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

Adopted by City Council,
This the 21st day of September, 2020

Attest:

Jay W. Wagner, Mayor

Lisa B. Vierling, City Clerk

1207 West Green Drive

VAIL AV

GEORGE PL

MOBILE ST
CASSELL ST

TRYON AV

Site

CLIFFSIDE AV

MARTIN ST

W WILLIS AV

W WARD AV

CASSELL

W GREEN DR

ENNIS ST

REDDING DR

TANK CT

CLINTON AV



Scale: 1"=200'

G:\Planning\Secure\ba-pz\Inspections\PresentMap200.mxd











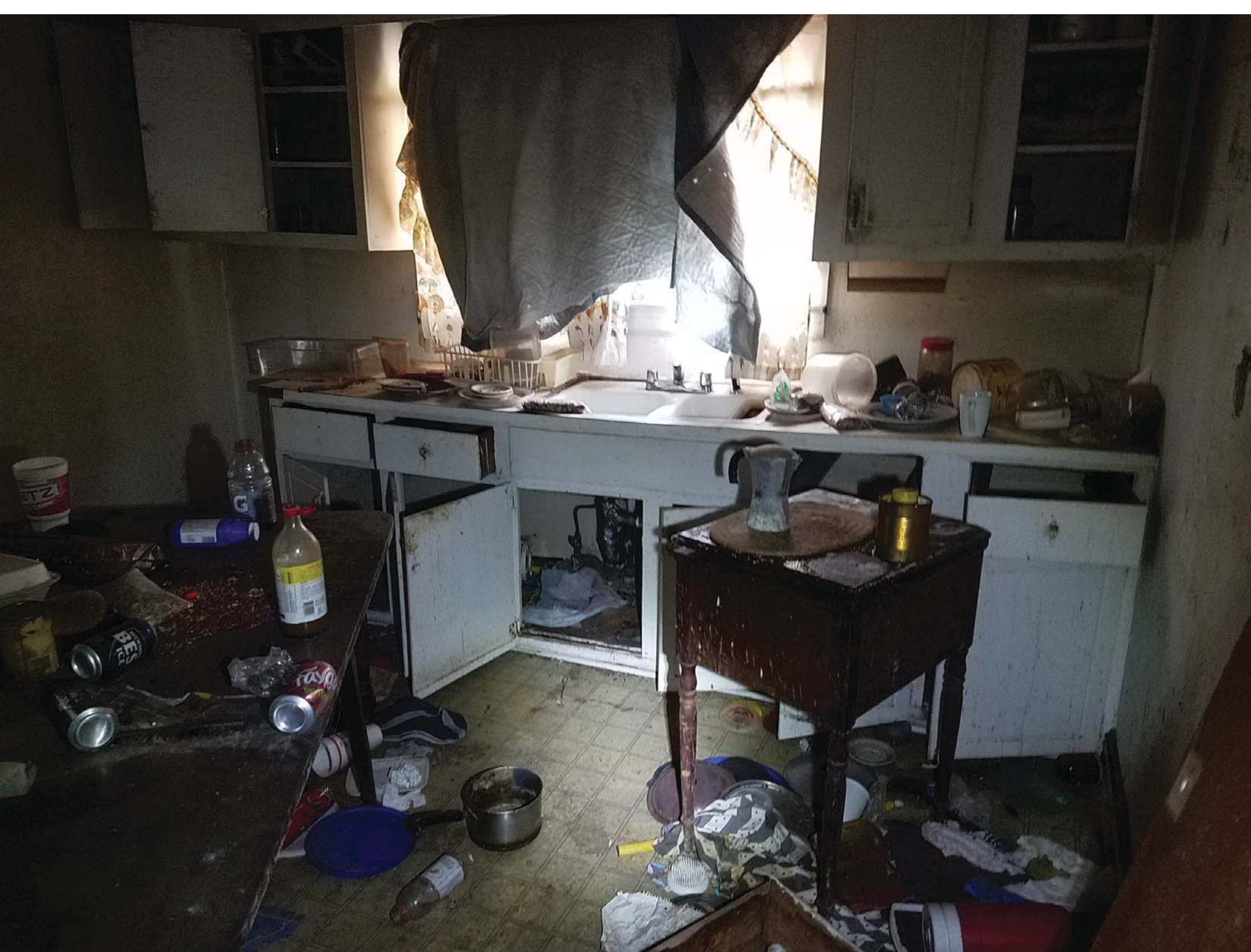












Office of the Mayor
City of High Point
North Carolina

PROCLAMATION...

- WHEREAS,** behavioral health is an essential part of health and one's overall wellness; and
- WHEREAS,** recovery from alcohol and other drug use occurs every day through a variety of recovery support resources and treatment programs; and
- WHEREAS,** prevention of mental and substance use disorders works, treatment is effective, and people recover across North Carolina and the around the nation; and
- WHEREAS,** millions of people across the United States are in long-term recovery living happy, healthy, and productive lives; and
- WHEREAS,** we must encourage family and friends of individuals with mental and substance use disorders to implement preventive measures, recognize the signs of a problem, and guide those in need to appropriate treatment and recovery support services; and
- WHEREAS,** education about recovery and addiction is essential to combating the stigma and discrimination faced by individuals in recovery and individuals who are still struggling with substance use disorder ; and
- WHEREAS,** to assist more individuals to achieve and sustain long-term recovery, the U.S. Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, the White House Office of National Drug Control Policy, and Caring Services, Inc., invite all residents of North Carolina to participate in National Recovery Month.

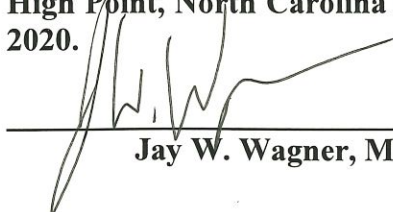
NOW, THEREFORE, BE IT RESOLVED that I, Jay W. Wagner, Mayor of the City of High Point, do hereby proclaim the month of September 2020 as

NATIONAL RECOVERY MONTH

in High Point, North Carolina and call upon the residents of High Point to observe this month with appropriate programs, activities, and ceremonies to support National Recovery Month.



IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Seal of the City of High Point, North Carolina this 21st day of September 2020.


Jay W. Wagner, Mayor

**RESOLUTION APPROVING SALE OF PERSONAL PROPERTY
BY PRIVATE NEGOTIATION AND SALE PURSUANT TO N.C.G.S. 160A-266**

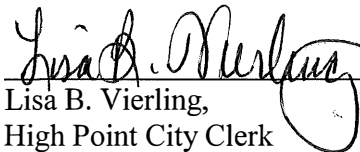
WHEREAS, the City of High Point (“City”) is owner of a police canine (“Canine Rudo”) that has proven to be ineffective for its role and has therefore become surplus; and

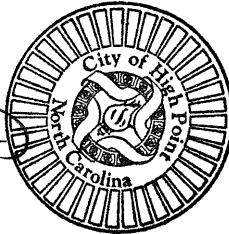
WHEREAS, N.C.G.S. 160A-266 authorizes the City to dispose of surplus property by private negotiation and sale with respect to personal property valued at less than \$30,000, upon authorization of the City Council at a regular meeting and notice to the public; and

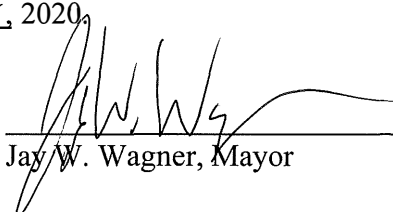
WHEREAS, Canine Rudo is considered personal property and is valued at an amount less than \$30,000;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of High Point pursuant to the North Carolina General Statute 160A-266 that the personal property known as Canine Rudo is valued less than \$30,000, is hereby declared surplus and the City Manager is authorized to sell Canine Rudo by private negotiation and sale.

Adopted this 21st day of September, 2020.


Lisa B. Vierling,
High Point City Clerk




Jay W. Wagner, Mayor