

City of High Point

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



Meeting Agenda

Tuesday, September 6, 2016

5:30 PM

Council Chambers

City Council

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

ROLL CALL, PRAYER, AND PLEDGE OF ALLEGIANCE**RECOGNITIONS AND PRESENTATIONS**

- [160265](#) Proclamation - National Recovery Month
Mayor Bencini will read a Proclamation into the record proclaiming the month of September as "National Recovery Month".
- [160266](#) Recognition - HP Fire Department - International Accredited Fire Organization
Fire Chief Tommy Reid and members of the HP Fire Department will be present for recognition for recently being awarded as an Internationally Accredited Fire Organization.
- [160267](#) Introduction - Ray Gibbs, Forward High Point, Inc. Executive Director
Formal introduction of Ray Gibbs to City Council as the Executive Director of Forward High Point, Inc.

STRATEGIC PLAN UPDATE

- [160282](#) Strategic Plan Update

PUBLIC COMMENT PERIOD

- [160281](#) Public Comment Period
A Public Comment Period will be held on the first Monday of the regular City Council meeting schedule at 5:30 p.m. or as soon thereafter as reasonably possible following recognitions, awards and presentations. Our policy states persons may speak on any item not on the agenda.
- *Persons who have signed the register to speak shall be taken in the order in which they are listed. Others who wish to speak and have not signed in will be taken after those who have registered.
- *Persons addressing City Council are asked to limit their comments to 3 minutes.
- *Citizens will be asked to come to the podium, state their name and address and the subject(s) on which they will comment.
- *If a large number of people are present to register concerns about the same subject, it is suggested that they might be acknowledged as a unified group while a designated speaker covers the various points. This helps to avoid repetition while giving an opportunity for people present with the same concerns to be recognized.
- Thanks to everyone in the audience for respecting the meeting by refraining from speaking from the audience, applauding speakers, or other actions that distract the meeting.

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

- [160269](#) Change Order - Eastside WWTP Solids Handling Improvements
Council is requested to approve a change order to the Wharton-Smith, Inc. contract in the amount of \$759,613.23 as part of the Eastside Waste Water Treatment Plant solids handling improvements.
- [160270](#) Contract - Sole Source - YSI, Inc.
Council is requested to approve a sole source contract with YSI, Inc. in the amount of \$34,034.50 for the purchase of two (2) YSI, Inc., 6600 V2-4 Multi-parameter Water Quality Loggers for field remove monitoring of water supply lakes.
- [160271](#) Professional Services Agreement- Sidewalk Priorities
Council is requested to approve a Professional Services Agreement with US Infrastructure of Carolina, Inc., in the amount of \$95,378.00 to perform engineering work associated with constructing the City's priority sidewalks in various locations around the City.
- [160272](#) Contract - Sole Source - Urban Transportation
Council is requested to approve a sole source contract with Urban Transportation in the amount of \$40,500.00 for the purchase of an automatic passenger counting system. Software and necessary hardware will enable the transfer of data from the buses to the database.
- [160273](#) NCDOT - Transit Section 5303 Planning Grant Agreement
Council is requested to authorize the City Manager to execute the required agreement with the North Carolina Department of Transportation (NCDOT) to receive funds in the amount of \$49,500 for the Federal and State share of the transit system's Section 5303 planning grant.
- [160274](#) Contract - Rear Loading Refuse Trucks
Council is requested to approve contract with Carolina Freightliner of Raleigh for the purchase of two (2) New Way rear loading refuse bodies and declare the old trucks as surplus and disposal.
- [160275](#) Change Order - Graves Construction Services - Skeet Club Road Project
Council is requested to approve change order to the Graves Construction Services contract in the estimated amount of \$200,000.00 to provide for the excavation of dense rock and installation of utilities poles needed for the Skeet Club relocation project.
- [160276](#) Resolution - Authorize Issuance of Series 2016 GO Refunding Bonds
City Council is requested to approve the attached "Resolution Making

Certain Findings and Determinations and Authorizing the Filing of an Application with the Local Government Commission in Connection with the Proposed Issuance of General Obligation Refunding Bonds by the City of High Point” and (2) City Council is requested to adopt the attached “Order Authorizing \$25,000,000 General Obligation Refunding Bonds”

[160277](#)

Resolution - Authorize Issuance of Series 2016 Combined Enterprise System Refunding Bonds

City Council is requested to approve the attached “Resolution Making Certain Findings and Determinations Authorizing the Filing of an Application with the Local Government Commission, Requesting the Local Government Commission to Sell Bonds at a Private Sale, Approving the Financing Team and Authorizing the Distribution of a Preliminary Official Statement in Connection With the Issuance of Revenue Refunding Bonds By the City of High Point.”

REGULAR AGENDA ITEMS

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

[160278](#)

Ordinance - Demolition of Dwelling - 2408 Dane Street
Council is requested to adopt an ordinance ordering the inspector to effectuate the demolition of a dwelling located at 2408 Dane Street belonging to Brenda Kay Jones and Vera Lee J. Williams.

PLANNING & DEVELOPMENT COMMITTEE - Council Member Wagner, Chair

[160279](#)

Resolution of Intent - Street Abandonment 16-04
Approval of a Resolution of Intent that establishes a public hearing date of Monday, October 3, 2016 at 5:30 p.m. to consider a request by West Mountain Funding, LLC to abandon a portion of the Staton Drive right of way, lying west of St. Johns Street.

PENDING ITEM:

[160257](#)

Resolution - High Point University - Street Abandonment 16-02
A request by High Point University to abandon the eastern portion (approximately 72 feet) of the North Avenue right-of-way. The portion of North Avenue to be abandoned is lying west of N. Centennial Street. The petitioner is requested that this matter be withdrawn from consideration.

GENERAL BUSINESS AGENDA

[160280](#)

Minutes to be Approved

Community Housing & Neighborhood Development Committee;
Tuesday, August 9th @ 10:00 a.m.
Finance Committee; Monday, Wednesday, August 10th @ 4:00 p.m.
Regular City Council Meeting; Monday, August 15th @ 5:30 p.m.

[160030](#)

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

ADJOURNMENT

Forward High Point Names Executive Director

Forward High Point is pleased to announce that Ray Gibbs has been hired as the newly reformed organizations first Executive Director.

Gibbs has served 20 years as the Executive Director or President of downtown development non-profits in North Carolina and Virginia including stints in Smithfield, Martinsville and Greensboro. During his tenure in Greensboro where he served 8-years as President/CEO of Downtown Greensboro Inc. the downtown saw over \$250 million in new investment, with an additional \$80 million worth of projects under construction and \$200 million in active planning stages; the completion of 250+ new residential units with several hundred new units under construction or planned and a net gain of 28 restaurants and night clubs in the downtown area. Gibbs also directed the preparation and completion of a comprehensive Downtown Master Plan, assisted with the preliminary master plans for a four mile greenway loop around downtown and provided assistance with the planning and completion of other major downtown projects including a 5,700-seat minor league baseball stadium.

Gibbs has a degree from North Carolina State University in Landscape architecture and is licensed to practice in 4 states. He also holds a North Carolina Real Estate Broker's License and spent several years in the private sector building Multi-family Housing.

Doyle Early, Chairman of the Board of directors said “

The Executive Director of Forward High Point, is responsible for the planning, development, promotion and execution of the redevelopment, restoration, and economic development of Downtown High Point. A total of 12 million square feet in the downtown is dedicated to the Furniture Market. Forward High Point will redevelop/create a Downtown north of the Furniture Market. This position requires experience and abilities described below. The Executive Director must be able to perform the duties below with or without reasonable accommodation.

Forward High Point is a newly formed corporation(s) whose mission is “to transform downtown High Point into an extraordinary and vibrant destination to live, work, study and play”. The new 21 member Board of Directors is comprised of key leaders from the public and private sector.

High Point, North Carolina is a globally-connected community, known as North Carolina's International City™ and Home Furnishings Capital of the World™. Twice each year, the city hosts the High Point Market, the world's largest home furnishings trade show. High Point is located alongside Greensboro and Winston-Salem in the Piedmont Triad region of North Carolina, the nation's 37th largest metro area with a population exceeding 1.6 million. High Point's population in 2015 was estimated to be more than 110,600 residents. High Point is home to High Point University whose student population is quickly approaching 5,000. The University has invested \$1.7 billion on the campus which is in close proximity to Downtown High Point. High Point is a “gig city” having Internet connections that are amazingly fast, up to 1 gigabit per second. The City is accessible via five Interstate highways, four of which are in High Point – I-40, I-73, I-74, and I-85. Piedmont Triad International Airport (GSO), which is located less than a mile from the High Point city limits [two other airports are within a 75-minute drive – Charlotte Douglas

International Airport (CLT) and Raleigh-Durham International Airport (RDU).

For more information call Doyle Early, Chairman – Forward High Point at 336-819-6046.



CITY OF HIGH POINT

AGENDA ITEM



Title: Authorize Issuance of Series 2016 General Obligation Refunding Bonds

From: Jeffrey A Moore, Financial Services Director

Meeting Date: September 6, 2016

Public Hearing: No

Advertising Date /

Advertised By: N/A

Attachments: Form of Proceedings

PURPOSE:

The Financial Services Department recommends that the City Council take the first steps to authorize the issuance of up to \$25,000,000 Series 2016 General Obligation Refunding Bonds. Actions requested include authorizing the application for the issuance of refunding bonds and secondly, adopting a preliminary order to issue refunding bonds at a not-to-exceed amount of \$25,000,000 which will be published in the High Point Enterprise.

BACKGROUND:

Staff and our Financial Consultants have identified that the bond market is currently favorable for refunding some of the City's outstanding Series 2007 and 2008 general obligation bonds. The proposed resolutions, prepared by the City's bond attorneys, provide staff the authorization to issue up to \$25,000,000 for refunding these bonds, depending on the bond market on the date of sale scheduled October 11, 2016. Staff will not pursue refunding bonds for any bonds that do not provide for at least 3% savings. At the time of this writing, estimated savings are in excess of \$200,000 annually for the next 10 years which approximates 12.5%. Final maturity dates will remain the same.

The LGC staff will recommend the refunding authorization to the full Local Government Commission for its approval at their September 6, 2016 meeting.

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

BUDGET IMPACT:

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

RECOMMENDATION / ACTIONS REQUESTED:

1. City Council is requested to approve the attached "Resolution Making Certain Findings and Determinations and Authorizing the Filing of an Application with the Local Government Commission in Connection with the Proposed Issuance of General Obligation Refunding Bonds by the City of High Point."
2. City Council is requested to adopt the attached "Order Authorizing \$25,000,000 General Obligation Refunding Bonds"

A regular meeting of the City Council of the City of High Point, North Carolina was held in the Council Chambers of the Municipal Building located at 211 South Hamilton Street in High Point, North Carolina, the regular place of meeting, at 5:30 p.m. on September 6, 2016.

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

Absent: Council Members

Also Present: _____

* * * * *

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

**RESOLUTION REPEALING THE UNISSUED BALANCE OF A
GENERAL OBLIGATION REFUNDING BOND ORDER ADOPTED BY
THE CITY COUNCIL ON APRIL 19, 2010**

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

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

(a) An order authorizing \$7,000,000 General Obligation Refunding Bonds for the purpose of refunding all or a portion of the City's outstanding General Obligation Public Improvement Bonds, Series 2005, dated October 1, 2005 (the "Series 2005 Bonds"), and paying certain expenses relating thereto was adopted by the City Council on April 19, 2010, which order has taken effect.

(b) None of said general obligation refunding bonds have heretofore been issued and there remains an authorized and unissued balance of \$7,000,000 of general obligation refunding bonds authorized by said bond order.

(c) The City desires to repeal said bond order as it relates to the authorized and unissued balance of said refunding bonds.

Section 2. The City hereby repeals the bond order adopted by the City Council at its April 19, 2010 meeting as it relates to the \$7,000,000 authorized and unissued balance of the general obligation refunding bonds authorized by said bond order.

Section 3. This resolution shall take effect upon its passage.

Upon motion of Council Member _____, seconded by Council Member _____, the foregoing resolution entitled "RESOLUTION REPEALING THE UNISSUED BALANCE OF A GENERAL OBLIGATION REFUNDING BOND ORDER ADOPTED BY THE CITY COUNCIL ON APRIL 19, 2010" was adopted by the following vote:

Ayes: _____

Noes: _____

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

**RESOLUTION REPEALING THE UNISSUED BALANCE OF A
GENERAL OBLIGATION REFUNDING BOND ORDER ADOPTED BY
THE CITY COUNCIL ON APRIL 16, 2012**

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

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

(a) An order authorizing \$30,000,000 General Obligation Refunding Bonds for the purpose of refunding all or a portion of the City's outstanding (i) Water and Sewer Bonds, Series 2003, dated May 1, 2003 (the "Series 2003 Bonds"), (ii) Public Improvement Bonds, Series 2005, dated October 1, 2005 (the "Series 2005 Bonds"), and (iii) Public Improvement Bonds, Series 2006, dated June 1, 2006 (the "Series 2006 Bonds"), and paying certain expenses relating thereto was adopted by the City Council on April 16, 2012, which order has taken effect.

(b) Pursuant to said order and a resolution adopted by the City Council on June 4, 2012, the City has issued its \$15,440,000 General Obligation Refunding Bonds, Series 2012 (the "Series 2012 Bonds") and applied the proceeds thereof to the refunding of a portion of the outstanding Series 2003 Bonds and Series 2005 Bonds.

(c) Pursuant to said order and a resolution adopted by the City Council on April 7, 2014, the City has issued its \$10,100,000 General Obligation Refunding Bonds, Series 2014 (the "Series 2014 Bonds") and applied the proceeds thereof to the refunding of a portion of the outstanding Series 2006 Bonds.

(d) After the issuance of the Series 2012 Bonds and the Series 2014, there remains an authorized and unissued balance of \$4,460,000 of general obligation refunding bonds authorized by said bond order.

(e) The City desires to repeal said bond order as it relates to the authorized and unissued balance of said refunding bonds.

Section 2. The City hereby repeals the bond order adopted by the City Council at its April 16, 2012 meeting as it relates to the \$4,460,000 authorized and unissued balance of the general obligation refunding bonds authorized by said bond order.

Section 3. This resolution shall take effect upon its passage.

Upon motion of Council Member _____, seconded by Council Member _____, the foregoing resolution entitled "RESOLUTION REPEALING THE UNISSUED BALANCE OF A GENERAL OBLIGATION REFUNDING BOND ORDER ADOPTED BY THE CITY COUNCIL ON APRIL 16, 2012" was adopted by the following vote:

Ayes: _____

Noes: _____

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

**RESOLUTION REPEALING THE UNISSUED BALANCE OF A
GENERAL OBLIGATION REFUNDING BOND ORDER ADOPTED BY
THE CITY COUNCIL ON OCTOBER 21, 2013**

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

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

(a) An order authorizing \$15,000,000 General Obligation Refunding Bonds for the purpose of refunding all or a portion of the City's outstanding General Obligation Refunding Bonds, Series 2005, dated October 1, 2005 (the "Series 2005 Bonds"), and paying certain expenses relating thereto was adopted by the City Council on October 21, 2013, which order has taken effect.

(b) Pursuant to said order and a resolution adopted by the City Council on November 4, 2013, the City has issued its \$14,475,000 Taxable General Obligation Refunding Bond, Series 2013 (the "Series 2013 Bond") and applied the proceeds thereof to the refunding of a portion of the outstanding Series 2005 Bonds.

(c) After the issuance of the Series 2013 Bond, there remains an authorized and unissued balance of \$525,000 of general obligation refunding bonds authorized by said bond order.

(d) The City desires to repeal said bond order as it relates to the authorized and unissued balance of said refunding bonds.

Section 2. The City hereby repeals the bond order adopted by the City Council at its October 21, 2013 meeting as it relates to the \$525,000 authorized and unissued balance of the general obligation refunding bonds authorized by said bond order.

Section 3. This resolution shall take effect upon its passage.

Upon motion of Council Member _____, seconded by Council Member _____, the foregoing resolution entitled "RESOLUTION REPEALING THE UNISSUED BALANCE OF A GENERAL OBLIGATION REFUNDING BOND ORDER ADOPTED BY THE CITY COUNCIL ON OCTOBER 21, 2013" was adopted by the following vote:

Ayes: _____

Noes: _____

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

RESOLUTION MAKING CERTAIN FINDINGS AND DETERMINATIONS AND AUTHORIZING AND RATIFYING THE FILING OF AN APPLICATION WITH THE LOCAL GOVERNMENT COMMISSION IN CONNECTION WITH THE PROPOSED ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS BY THE CITY OF HIGH POINT, NORTH CAROLINA

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

Section 1. The City Council does hereby determine that:

(a) Preliminary analysis has been completed to demonstrate a benefit of refunding a portion of the City's outstanding (i) General Obligation Public Improvement Bonds, Series 2007A, dated November 6, 2007 (the "2007A Bonds"), (ii) General Obligation Public Improvement Bonds, Series 2007B, dated November 7, 2007 (the "2007B Bonds"), and (iii) General Obligation Public Improvement Bonds, Series 2008, dated June 10, 2008 (the "2008 Bonds").

(b) The City Council wishes to commence the procedures for the issuance of not to exceed \$25,000,000 General Obligation Refunding Bonds of the City (the "Bonds") for the purpose of providing funds, together with any other available funds, to refund a portion of the outstanding 2007A Bonds, 2007B Bonds and 2008 Bonds.

(c) The annual audits of the City show the City to be in strict compliance with debt management policies and that the budgetary and fiscal management policies are in compliance with law.

Section 2. The filing by the City of an application with the North Carolina Local Government Commission for approval of the issuance of the Bonds in an aggregate principal amount not to exceed \$25,000,000 is hereby authorized, ratified and approved.

Section 3. The law firm of Womble Carlyle Sandridge & Rice, LLP is hereby appointed to serve, but solely at the pleasure of the City Council, as bond counsel to the City in connection with the issuance of the Bonds.

Section 4. Davenport & Company LLC is hereby appointed to serve, but solely at the pleasure of the City Council, as financial advisor to the City in connection with the issuance of the Bonds.

Section 5. This resolution shall take effect immediately upon its passage.

Thereupon, the resolution entitled "RESOLUTION MAKING CERTAIN FINDINGS AND DETERMINATIONS AND AUTHORIZING AND RATIFYING THE FILING OF AN APPLICATION WITH THE LOCAL GOVERNMENT COMMISSION IN CONNECTION WITH THE PROPOSED ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS BY THE CITY OF HIGH POINT, NORTH CAROLINA" was adopted by the following vote:

Ayes: _____

Noes: _____

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

**ORDER AUTHORIZING \$25,000,000 GENERAL OBLIGATION
REFUNDING BONDS**

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

1. That pursuant to The Local Government Bond Act, as amended, the City of High Point, North Carolina, is hereby authorized to contract a debt, in addition to any and all other debt which said City may now or hereafter have power and authority to contract, and in evidence thereof to issue General Obligation Refunding Bonds in an aggregate principal amount not exceeding \$25,000,000 for the purpose of providing funds, together with any other available funds, to (a) refund a portion of the City's outstanding (i) General Obligation Public Improvement Bonds, Series 2007A, dated November 6, 2007, (ii) General Obligation Public Improvement Bonds, Series 2007B, dated November 7, 2007, and (iii) General Obligation Public

Improvement Bonds, Series 2008, dated June 10, 2008, and (b) pay certain expenses related thereto.

2. That taxes shall be levied in an amount sufficient to pay the principal of and the interest on said bonds.

3. That a sworn statement of debt of said City has been filed with the City Clerk and is open to public inspection.

4. That this order shall take effect upon adoption.

The City Council thereupon designated the Financial Services Director of the City to make and file with the City Clerk the sworn statement of debt of the City which is required by The Local Government Bond Act, as amended, to be filed after the bond order has been introduced. The City Council also designated the Financial Services Director of the City to file with the City Clerk the statement of total estimated interest which is required by The Local Government Bond Act, as amended, to be filed with the City Clerk at the time the bond order is introduced and further directed the City Clerk to file a copy of such statement with the Local Government Commission.

Thereupon, the Financial Services Director of the City caused to be filed with the City Clerk, in the presence of the City Council, the sworn statement of debt and the statement of total estimated interest as so required.

Thereupon, the order entitled "ORDER AUTHORIZING \$25,000,000 GENERAL OBLIGATION REFUNDING BONDS" was adopted by the following vote:

Ayes: _____

Noes: _____

The City Clerk was thereupon directed to publish the aforementioned order, together with the appended statement as required by The Local Government Bond Act, as amended, once in the High Point Enterprise.

* * * * *

I, Lisa B. Vierling, City Clerk of the City of High Point, North Carolina, DO HEREBY CERTIFY that the foregoing is a true copy of so much of the proceedings of the City Council of said City at a regular meeting held on September 6, 2016, as relates in any way to the introduction and adoption of a resolution and bond order authorizing the issuance of general obligation refunding bonds of said City and the filing of a sworn statement of debt and a statement of total estimated interest of said City and that said proceedings are recorded in the minutes of said City Council.

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

WITNESS my hand and the official seal of said City this 6th day of September, 2016.

City Clerk

[SEAL]



COMMUNITY HOUSING & NEIGHBORHOOD DEVELOPMENT COMMITTEE

Committee Members: Golden, Ewing, Alexander and Williams

Chaired by Mayor Pro Tem Golden

AUGUST 9, 2016 – 10:00 A.M.

3RD FLOOR LOBBY CONFERENCE ROOM

MINUTES

Present:

Chairman Jeff Golden

Absent:

Committee Members Latimer Alexander, Chris Williams, and Jason Ewing

Also Present:

Council Member Cynthia Davis (joined the meeting at 10:35 a.m.)

Staff Present:

Randy McCaslin, Deputy City Manager; Randy Hemann, Assistant City Manager; JoAnne Carlyle, City Attorney; Mike McNair, Director of Community Development; Richard Fuqua, Affordable Housing Manager; Michelle McNair, Community Resource Manager; Thanena Wilson, Community Development Administrator; Lauren Atwell Bass, Community Resource Specialist; Toni Jackson, Housing Specialist; Lori Loosemore, Local Codes Enforcement Supervisor; Maria Smith, Deputy City Clerk; and Lisa Vierling, City Clerk

Others Present:

Sofia Crisp, Housing Consultants Group

News Media:

Pat Kimbrough, High Point Enterprise

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

- *Presentation: Update on Technical Assistance Scholarship Program*
- *Presentation: Operation InAsMuch Update*
- *Presentation: Update on Kirkwood Crossing and Hartley Ridge Apartments*
- *Presentation: Update on Core City Homebuyer Incentive and Citywide Homebuyer Assistance*

Note: A quorum of the Committee was not present.

Chairman Golden called the Community Housing & Neighborhood Development Committee meeting to order at 10:03 a.m.

1) Update on Code Enforcement Program

Lori Loosemore, Local Codes Enforcement Supervisor, gave a brief update on the Code Enforcement Program and shared some “before and after” pictures of empty lots that were cleaned.

- 1004 Carter Street
- 1700 Pershing Street
- 306 West Kearns Avenue

She reviewed the following homes to be demolished:

- 1407 Leonard Street (demolition is imminent; contract has been issued to demolish)
- 618 Cable Street
- 705 Thissel (contract should be let soon)
- 1211 Franklin (contract should be coming up soon)

Mike McNair, Director of Community Development & Housing, mentioned they will start providing some visuals in the monthly reports that staff submits.

2) Review of workshop for Center for Community Progress

Mr. McNair reviewed the Technical Assistance Scholarship Program (TASP) schedule and visits.

- First visit (April 13-14) in High Point
- Second visit (July 13-14)
 - He noted that they had a Code Enforcement work shop conducted by Tyler Mulligan, UNC School of Government, with approximately 30-35 attendees. They discussed operationalizing strategic Code Enforcement and taking some of that information and putting it into action. The following day, they met with the data team and community stakeholders (i.e. Patrick, Harman, Dorothy Darr, Community Foundation, etc....).
- Third visit will be on September 8th.
 - He mentioned this would be a tax enforcement workshop and the county agreed to attend. It is anticipated this will involve a smaller group of about 15-20 attendees. Additional meetings will be scheduled as needed.
- Final visit will be in October
 - Center for Community Progress will present the final report to Council.

Randy McCaslin, Deputy City Manager, asked what would be covered during the September 8th meeting and Mr. McNair replied that foreclosures would be a major topic of discussion as well as using tax enforcement to identify properties that they would like to acquire since the county has started to speed up the foreclosure process.

Mr. McNair mentioned a new bill, SB 326, that has been passed by the General Assembly, effective January 17th. He noted this new bill with the new requirements sort of put a kink in what the city was trying to accomplish with periodic inspections. Based on what Mr. Mulligan pointed out, there would basically be three options moving forward:

1. Designate a targeted blight area, which would be limited in size (no more than 1 sq. mile or 5% of area—whichever is greater). Has to be 51% blighted and as long as it fits this criteria, it would allow inspection of every house in the area.
2. Designate a revitalization area via the Urban Redevelopment Act (URA). The area must meet the blight requirements and this would allow acquisition of blighted properties via

eminent domain. The URA plan must also include elements per NC Statute (findings, estimated costs, site plans, etc....)

3. Top 10% of properties with crime or disorder issues (rental properties). There are two options: based on crime data for the previous year, and allows for periodic inspections and permits

Mr. McNair concluded his presentation by identifying the next steps as follows:

- Continue to evaluate Code Enforcement options
- Complete the Technical Assistance Scholarship Program (TASP) process
- Keep the Committee abreast on the progress

He also mentioned the “Reclaiming Vacant Properties” conference that would be coming up in November of 2016 in Baltimore Maryland on September 28-30th. He mentioned that the City of High Point has four free registrations and he would like to start registering the city’s attendees within the next couple of weeks.

3) **Update on Operation InAsMuch**

Mr. McNair reviewed (OIAM) and noted they would be focusing on the East Central area of High Point. The event date is Saturday, November 5, 2016. The East Central area consists of four Census block groups (139.1, 139.2, 139.3 and 139.4) with the greatest needs identified in 139.1 and 139.2 according to the tax records. These areas include 63 homeowners, all of which will be personally contacted.

Sofia Crisp, Housing Consultants Group, noted letters would go out to these property owners this week and pointed out the property owners would now be required to call and schedule a visit. She advised there is approximately \$80,000 that has been set aside to do the repairs, but there could be other resources also available. Once they determine what the specific needs are and who qualifies, estimates would then be done to see how many of the projects could be done.

Mr. McNair reviewed one block that contained ten homeowners and the next block that consisted of approximately 53 homeowners (identified on the map in blue). He reported that there could potentially be a Phase Two project for the Leonard Street area.

He reported that they met with the Burns Hill neighborhood group last evening and Fox8 was there to report. Randy Hemann, Assistant City Manager, inquired about the number of homeowners that were helped during the last event. Ms. Crisp noted they sent out 70 letters and worked on 11 homes. She is anticipating volunteer recruitment to be better this time and noted they are also asking for some corporate sponsorships. Bank of North Carolina has been asked to provide breakfast for the event.

Mayor Pro Tem Golden asked about other avenues that might be available since they don’t actually go in and rehab homes. Mr. McNair replied there are other programs available in Community Development that could possibly help since it does take longer to rehab. He reiterated this is completely volunteer-based and these events are usually only one day in duration.

4) **Update on Kirkwood Crossing and Hartley Ridge Apartments**

Mr. McNair then provided an update on the Kirkwood Crossing and Hartley Ridge Apartment projects.

- Kirkwood Crossing was approved in the 2015-2016 Annual Action Plan
- Estimated development cost: \$10.26 million
- City of High Point loaned \$2 million to the developer through the HUD Section 108 loan program
- 84 multifamily units will be built (48 two bedroom and 36 three bedroom)
- Rents are estimated to range from \$225 to \$675 per month (varies by income)

He noted that construction is now underway and they anticipate completion no later than August 2017.

- Hartley Ridge was approved in the 2016-2017 Annual Action Plan
- Estimated development cost: \$9.7 million
- City of High Point will loan \$694,000 to the developer through the HUD Section 108 loan program
- 84 multifamily units will be built (9 one bedroom; 42 two bedroom; and 33 three bedroom)
- Rents are estimated to range from \$295 to \$655 per month (varies by income)

Mr. McNair advised that although the HUD funds at this point have been unofficially approved, they were told by HUD that it has been approved. The North Carolina Housing Finance Agency (NCHFA) will make the announcement next week. He then shared the preliminary site plan, which has to be reviewed by the Technical Review Committee. If approved, construction is anticipated in the spring of 2017.

5) Update on Core City Housing Incentives Programs

Housing Specialist Toni Jackson gave a brief update on the Core City Housing Incentives Program and shared the Core City Homebuyer Incentive and Citywide Homebuyer Assistance Status Report for 2015-2016 identifying participants that applied. She reported there were five home purchases citywide with the balance in the Core City.

Ms. Jackson then reviewed the homebuyer assistance activity map through July 2016 that displayed the completed closing, pending and a few that had to withdraw due to financial hardships. The green represents completed sales; yellow represents pending sales; and the red identifies those that were withdrawn. She reported that the one on North Hamilton was scheduled to close at the end of last month, but due to a pending lawsuit with the homeowner's association, but the lender asked that it be postponed until it is known what the outcome will be. She advised that another homeowner did not want a lien against them, so they withdrew their application. Another home did not want a lien against them so they withdrew their application.

Ms. Jackson reported that they did receive an additional, partial application for 524 Radford and that the loan has already been approved. They have since decided to apply for the Core City Homebuyer's Assistance Program and it is anticipated that they will close on the purchase at the end of September.

Ms. Jackson pointed out that most of purchases would be in the northwest area. She shared on a daily basis she receives phone calls and emails requesting information on the Core City program and additional requests have been made for additional lenders to become part of their participating lender list. She also reported that she received a call from the Greensboro Realtors Association, who has noticed their buyers are drifting to High Point. They have asked for some additional education/awareness about the City of High Point's program and have asked city staff

to do a presentation before the realtors/lenders in Greensboro that work with clients in High Point.

Mr. McNair mentioned how the State would be renewing their program, but it would not be out until October. He reported it would consist of the same previous terms at \$15,000, five years.

There being no further business to discuss, the meeting adjourned at 10:37 a.m. upon motion duly made and seconded.

Respectfully Submitted,

Maria A. Smith
Deputy City Clerk

Jeff Golden, Chairman

Forward High Point Update to City Council

September 6, 2016

The Forward High Point Board has met and established the following goals:

Organization and Finance: Hire CEO, Form 501 (c) 6, Create funding model that includes private support, Cultivate partnerships with Business High Point, Chamber, CVB, City, County, et al.

Multi-Sport Stadium and Entertainment Complex (Catalyst Development): Form Task Force for next phase, Receive feasibility report from CS&L, Odell Architects and Samet Corporation (construction estimate) and Develop strategy to move the project forward. This study has been privately funded through a number of generous contributions.

Economic Development: Formulate a One Stop Shop for downtown development (property, demographics, data bases, etc.), Encourage Showplace West Development, Encourage North Main Street development, Develop incentives including Synthetic TIF, New Market Tax Credits and work on a Fast Track Development Review Process.

Marketing: Develop Web page, logo and social media marketing efforts, Make community presentations, Promote downtown, Pull together community event resources (CVB, Market Authority, Theatre, Business High Point/Chamber, etc.) for joint efforts

We advertised for an Executive Director and received over 24 resumes, interviewed 4 and chose Ray Gibbs as our executive Director.

We have leased a 2 room suite on the 6th floor of the Radio Building and we are in the process of up fitting the space. Office furniture has been graciously donated by Bank of NC and Davis Furniture and interior designer Carol Jollay has donated her time with the layout and decorating. Internet and computer installation is under way and should be completed in the next 2 days.

The 501 (c) 3 reorganization is complete and the 501 (c) 6 formation is in process.

We are in the process of working on a logo and will soon be working on the website.

Doyle Early, Jr., Chairman of the Board

Forward High Point Foundation

Forward High Point Inc.

STATE OF NORTH CAROLINA
COUNTY OF WAKE

METROPOLITAN PLANNING PROGRAM
GRANT AGREEMENT FOR
PUBLIC BODY ORGANIZATIONS

**NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION**

CFDA NUMBER: 20.505

and

PROJECT NUMBER: 17-08-113

**CITY OF HIGH POINT
On behalf of
HIGH POINT URBAN AREA
METROPOLITAN PLANNING
ORGANIZATION**

WBS ELEMENT: 36230.19.16.1

AGREEMENT:

THIS AGREEMENT made this the ____ day of _____, 20__, (hereinafter referred to as AGREEMENT) by and between the NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as "Department", an agency of the State of North Carolina) and **CITY OF HIGH POINT**, [acting in its capacity as the designated Federal Transit Administration (FTA) Planning Program (49 U.S.C. 5303) recipient for the **HIGH POINT URBAN AREA METROPOLITAN PLANNING ORGANIZATION**, hereinafter referred to as the "Contractor"].

WHEREAS, the Contractor has been selected by principal elected officials as the designated transportation Lead Planning Agency for **HIGH POINT URBAN AREA METROPOLITAN PLANNING ORGANIZATION**; and

WHEREAS, certain funds may be made available to designated transportation Lead Planning Agencies for supporting the "3-C" Process pursuant to 49 U.S.C. 5303; and

WHEREAS, the Department receives funds from FTA which includes 49 U.S.C. 5303 funds which may be made available to the Contractor for transportation planning for the **HIGH POINT URBAN AREA METROPOLITAN PLANNING ORGANIZATION**; and

WHEREAS, 49 U.S.C. 5303 promulgates that it is declared to be in the national interest to encourage and promote the development of transportation systems embracing various modes of transportation in a manner that will serve the states and local communities efficiently and effectively; and

WHEREAS, the purposes of 49 U.S.C. 5303 are to assist in the development of improved public transportation facilities, equipment, techniques, and methods with the cooperation of public transportation companies both public and private; to encourage the planning and establishment of area-wide urban public transportation systems needed for transportation companies both public and private; and to provide assistance to state and local governments and their instrumentalities in financing such systems, to be operated by public or private public transportation companies as determined by locals needs; and

WHEREAS, various federal urban transportation planning regulations require that each urbanized area have a comprehensive, cooperative, and continuing transportation planning process (commonly referred to as the "3-C" process); and

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

WHEREAS, effective February 14, 1986, the Governor of the State of North Carolina designated the Department as the single State Agency specifically authorized to administer Planning Program and Statewide Planning funds for urbanized areas; and

WHEREAS, the Governor of North Carolina, in accordance with Section 5303 of the Safe, Accountable, Flexible, and Efficient Transportation Equity Act - A Legacy for Users (SAFETEA-LU), Public Law 109-59, August 10, 2005, and the Transportation Equity Act for the 21st Century (TEA-21), Public Law 105-178, June 1998, as amended, has designated the Department as the agency to receive and administer Federal funds under this program; and

WHEREAS, the Department and the Contractor desire to secure and utilize funds for the above referenced purposes;

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

Section 1 Purpose of Agreement

The purpose of this Agreement is to provide for the undertaking of public transportation studies described in each cycle of Planning Work Program (commonly and herein after referred to as "PWP") properly developed, endorsed, approved, and transmitted by the Contractor to the Department, and to state the terms, conditions, and mutual undertakings of the parties as to the manner in which the PWP will be undertaken and completed.

Section 2 Project Implementation

The Contractor agrees to carry out the Project as follows:

a. **Scope of Project.** **The City of High Point operating as High Point Urban Area MPO, is seeking funds to collect transit data for route adjustment and to evaluate the transit Element of the LRTP as well as update civil rights statistics for FTA reports.** The Contractor shall undertake and complete the public transportation planning work described in such respective section of the PWP, filed with and approved by the Department and specifically incorporated herein by reference, in accordance with the terms and conditions of this Agreement. The planning funds referred to herein shall be 49 U.S.C. 5303 funds passed through the Department to the Contractor under this Agreement, and any planning funds provided to the Contractor under this Agreement shall be used for only transportation planning related activities and in accordance with the most current approved PWP. Nothing shall be construed under the terms of this Agreement by the Department or the Contractor that shall cause any conflict with Department, State, or Federal statutes, rules, or regulations. The Contractor shall undertake and complete the public transportation planning work described in the PWP in accordance with the procedures and guidelines set forth in the following documents:

- (1) FTA Circular 8100.1C, dated September 1, 2008 at http://www.fta.dot.gov/documents/FTA_C_8100.1C.pdf
- (2) FTA Master Agreement, dated October 1, 2014, Document Number FTA MA (21), at www.fta.dot.gov/documents/21-Master.pdf;
- (3) The Section 5303 grant application for financial assistance.

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

b. **Cost of Project.** The total cost of the Project approved by the Department is **FIFTY-FIVE THOUSAND DOLLARS (\$55,000)** as set forth in the Project Description and Budget, incorporated into this Agreement as Attachment A.

(1) **Federal Share.** The Department shall provide, from Federal funds, **EIGHTY PERCENT (80%)** of the actual net cost of the Project, not in excess of **FORTY-FOUR THOUSAND DOLLARS (\$44,000)**.

(2) **State Share.** The Department shall provide, from State funds, **TEN PERCENT (10%)** of the actual net cost of the Project, not in excess of **FIVE THOUSAND FIVE**

HUNDRED DOLLARS (\$5,500). The Department does not provide matching funds for non-transit planning activities. The Contractor shall be responsible for any remaining costs.

(3) Local Share. The Contractor hereby agrees that it will provide **TEN PERCENT (10%)** of the actual net cost of the Project and any amounts in excess of the Department's maximum. The net cost is the price paid minus any refunds, rebates, or other items of value received by the Contractor which have the effect of reducing the actual cost. The Contractor shall initiate and prosecute to completion all actions necessary to enable it to provide its share of the Project costs at the time directed.

c. Period of Performance.

This Agreement shall commence upon the date of execution, unless specific written authorization from the Department to the contrary is received. The period of performance for all expenditures shall extend from **JULY 1, 2016 TO JUNE 30, 2017**, unless written authorization to the contrary is provided by the Department. **Any requests to change the Period of Performance must be submitted 60 days before the end of the current Performance Period.** The Contractor shall commence, carry on, and complete the approved Project with all practicable dispatch, in a sound, economical, and efficient manner.

d. Contractor's Capacity. The Contractor agrees to maintain sufficient legal, financial, technical, and managerial capability to:

- (1) Plan, manage, and complete the Project;
- (2) Carry out the safety and security aspects of the Project; and
- (3) Comply with the terms of this agreement, the Master Agreement between the FTA and the Department, the Approved Project Budget, the Project schedules, the Contractor's annual Certifications and Assurances to the Department, and applicable Federal and State laws, regulations, and directives.

e. Administrative Requirements. The Contractor agrees to comply with the following Federal and State administrative requirements:

- (1) U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards," CFR Title 2, Subtitle A, Chapter II, Part 200 at (http://www.ecfr.gov/cgi-bin/textidx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl).

(2) Title 19A North Carolina Administrative Code (N.C.A.C.) Subchapter 5B at (<http://reports.oah.state.nc.us/ncac.asp>).

f. Application of Federal, State, and Local Laws, Regulations, and Directives. To achieve compliance with changing federal requirements, the Contractor makes note that federal, state and local requirements may change and the changed requirements will apply to this Agreement as required.

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

provide mass transportation service, either through a "Lease and Supervisory Agreement" between the Contractor and Lessee, or another similar document. The Contractor agrees to provide a copy of any relevant documents.

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

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

(3) Significant Participation by a Lessee of a Contractor. Although the contractor may lease project property and delegate some or many project responsibilities to one or more lessees, the Contractor agrees that it, rather than any lessee, is ultimately responsible for compliance with all applicable Federal laws, regulations, and directives, except to the extent that FTA determines otherwise in writing.

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

(1) Entities Affected. Only entities that are signatories to this Agreement for the Project are parties to this agreement. To achieve compliance with certain Federal and State laws, regulations, or directives, however, other Project participants (such as subcontractors, third party contractors, lessees, or other) will necessarily be involved. Accordingly, the Contractor agrees to take the appropriate measures necessary to ensure that all Project participants comply with applicable Federal and state laws, regulations and directives affecting Project implementation, except to the extent FTA and the Department determines otherwise in writing. In addition, if any entity other than the Contractor is expected to fulfill responsibilities typically performed by the Contractor, the Contractor agrees to assure that the entity carries out the Contractor's responsibilities as set forth in this Grant Agreement for the Project or the FTA Master Agreement.

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

- (a) Third Party Contracts. Because Project activities performed by a third party contractor must comply with all applicable Federal and State laws, regulations, and directives, except to the extent the Department determines otherwise in writing, the Contractor agrees to include appropriate clauses in each third party contract stating the third party contractor's responsibilities under Federal and State laws, regulations, and directives, including any provisions directing the third party contractor to extend applicable requirements to its subcontractors at the lowest tier necessary. When the third party contract requires the third party contractor to undertake

responsibilities for the Project usually performed by the Contractor, the Contractor agrees to include in that third party contract those requirements applicable to the Contractor imposed by the Grant Agreement for the Project or the FTA Master Agreement and extend those requirements throughout each tier except as the Department determines otherwise in writing. Additional guidance pertaining to third party contracting is contained in the FTA's "Best Practices Procurement Manual." FTA and the Department caution, however, that FTA's "Best Practices Procurement Manual" focuses mainly on third party procurement processes and may omit certain other Federal requirements applicable to the work to be performed.

- (b) Subagreements. Because Project activities performed by a subcontractor/subrecipient must comply with all applicable Federal and State laws, regulations, and directives except to the extent that the Department determines otherwise in writing, the Contractor agrees as follows:
 - 1 Written Subagreement. The Contractor agrees to enter into a written agreement with each subrecipient (subagreement) stating the terms and conditions of assistance by which the Project will be undertaken and completed.
 - 2 Required Clauses. The Contractor agrees to use a written document (such as a subagreement, lease, third party contract or other) including appropriate clauses stating the entity's (subrecipient, lessee, third party contractor or other) responsibilities under Federal and state laws, regulations, or directives, except to the extent that FTA determines otherwise in writing.
- (c) Compliance with Federal Requirements. The Contractor agrees to implement the Project in a manner that will not compromise the Contractor's compliance with Federal and State laws, regulations, and directives applicable to the Project and the Contractor's obligations under this Agreement for the Project and the FTA Master Agreement. Therefore, the Contractor agrees to include in each subagreement appropriate clauses directing the subrecipient to comply with those requirements applicable to the Contractor imposed by this Agreement for the Project or the FTA Master Agreement and extend those requirements as necessary to any lower level subagreement or any third party contractor at each tier, except as the Department determines otherwise in writing.
 - i. No Federal/State Government Obligations to Third Parties. In connection with performance of the Project, the Contractor agrees that, absent the Federal/State Government's express written consent, the Federal/State Government shall not be subject to any obligations or liabilities to any subrecipient, third party contractor, lessee, or other person or entity that is not a party to this Agreement for the Project. Notwithstanding that the Federal/State Government may have concurred in or approved any solicitation, subagreement, lease, or third party contract at any tier, the Federal/State Government has no obligations or liabilities to any such entity, including any subrecipient, lessee or third party contractor at any tier.
 - j. Changes in Project Performance (i.e., Disputes, Breaches, Defaults, or Litigation). The Contractor agrees to notify the Department immediately, in writing, of any change in local law, conditions (including its legal, financial, or technical capacity), or any other event that may adversely affect the Contractor's ability to perform the Project as provided in this Agreement for the Project. The Contractor also agrees to notify FTA and the Department immediately, in writing, of any current or prospective major dispute, breach, default, or litigation that may adversely affect the Federal/State Government's interests in the Project or the Federal/State

Government's administration or enforcement of Federal/State laws or regulations. The Contractor also agrees to inform FTA and the Department, also in writing, before naming the Federal or State Government as a party to litigation for any reason, in any forum. At a minimum, the Contractor agrees to send each notice to FTA required by this subsection to the FTA Regional Counsel within whose region the Contractor implements the Project.

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

Section 3 Insurance & Real Property

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

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

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

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

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

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

To the extent required by FTA and the Department, the Contractor agrees to record the Federal and State interest in title to real property used in connection with the Project.

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

d. Disposal of Real Property.

- (1) If useful life is not attained, upon the sale or disposition of any Project facility, the Department shall be entitled to a refund of the original state and/or federal investment or the state and/or federal prorated share of the current fair market value of the project facility, whichever is greater.
- (2) For the purpose of this Agreement, the term "any sale or disposition of the Project facility" shall mean any sale or disposition of the facility for a use not consistent with purposes for which the state and/or federal share was originally granted pursuant to the Project Agreement, or for a use consistent

with such purposes wherein the transferee in the sale or disposition does not enter into an assignment and assumption agreement with the Contractor with respect to the Contractor's obligation under this Agreement or the Grant Agreement, so that the transferee becomes obligated as if the transferee had been the original party.

Section 4 Ethics.

a. Code of Ethics. The Contractor agrees to maintain a written code or standards of conduct that shall govern the actions of its officers, employees, board members, or agents engaged in the award or administration of third party contracts, subagreements, or leases financed with Federal/State assistance. The Contractor agrees that its code or standards of conduct shall specify that its officers, employees, board members, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from any present or potential third party contractor at any tier, any subrecipient at any tier or agent thereof, or any lessee. Such a conflict would arise when an employee, officer, board member, or agent, including any member of his or her immediate family, partner, or organization that employs, or intends to employ, any of the parties listed herein has a financial interest in the firm selected for award. The Contractor may set de minimis rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. The Contractor agrees that its code or standards shall also prohibit its officers, employees, board members, or agents from using their respective positions in a manner that presents a real or apparent personal or organizational conflict of interest or personal gain. As permitted by State or local law or regulations, the Contractor agrees that its code or standards of conduct shall include penalties, sanctions, or other disciplinary actions for violations by its officers, employees, board members, or their agents, its third party contractors or sub-recipients or their agents.

(1) Gifts. State Executive Order 24 and G.S. Sec. 133-32.

It is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offer or, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (a) have a contract with a governmental agency; or
- (b) have performed under such a contract within the past year; or
- (c) anticipate bidding on such a contract in the future.

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

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

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

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

d. Lobbying Restrictions. The Contractor agrees that:

a) In compliance with 31 U.S.C. 1352(a), it will not use Federal assistance to pay the costs of influencing any officer or employee of a Federal agency, Member of Congress, officer of Congress or employee of a member of Congress, in connection with making or extending the Grant Agreement;

b) It will comply with other applicable Federal laws and regulations prohibiting the use of Federal assistance for activities, designed to influence Congress or a State legislature with respect to legislation or appropriations, except through proper, official channels; and

c) It will comply, and will assure the compliance of each sub-recipient, lessee, or third party contractor at any tier, with U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20, modified as necessary by 31 U.S.C. § 1352.

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

f. False or Fraudulent Statements or Claims. The Contractor acknowledges and agrees that:

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

(2) Criminal Fraud. If the Contractor makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal/State Government or includes a false, fictitious, or fraudulent statement or representation in any agreement with the Federal/State Government in connection with a Project authorized under 49 U.S.C. chapter 53 or any other Federal law, the Federal/State Government reserves the right to

impose on the Contractor the penalties of 49 U.S.C. § 5323(l), 18 U.S.C. § 1001 or other applicable Federal/State law to the extent the Federal/State Government deems appropriate.

Section 5 Project Expenditures.

a. **General.** The Department shall reimburse the Contractor for allowable costs for work performed under the terms of this Agreement which shall be financed with Federal Section 5303 funds and State matching funds. The Contractor shall expend funds provided in this Agreement in accordance with the approved PWP and approved Project Budget included as Attachment A to this Agreement. It is understood and agreed that the work conducted pursuant to this Agreement shall be done on an actual cost basis by the Contractor. Expenditures submitted for reimbursement shall include all eligible cost incurred within the Period Covered. The Period Covered represents the monthly or quarterly timeframe in which the project reports expenditures to the Department. All payments issued by the Department will be on a reimbursable basis unless the Contractor requests and the Department approves an advance payment. The Department allows grantees in good standing to request advance payment (prior to issuing payment to the vendor) for vehicles and other high-cost capital items. The Contractor agrees to deposit any advance payments into its account when received and issue payment to the vendor within 3 (three) business days. The amount of reimbursement from the Department shall not exceed the funds budgeted in the approved Project Budget. The Contractor shall initiate and prosecute to completion all actions necessary to enable the Contractor to provide its share of project costs at or prior to the time that such funds are needed to meet project costs. The Contractor shall provide its share of project costs from sources other than FTA and State funds from the Department. Any costs for work not eligible for Federal and State participation shall be financed one hundred percent (100%) by the Contractor.

b. **Payment and Reimbursement.** The Contractor shall submit itemized invoices requesting reimbursement to the Department for the Period Covered not more frequently than monthly, or less frequently than quarterly, reporting on the Department's Uniform Public Transportation Accounting System (UPTAS) invoicing forms furnished by the Department for work performed under this Agreement. Invoices shall be supported by documentation of costs unless otherwise waived by the Department. Expenditures submitted for reimbursement shall include all eligible costs incurred within the Period Covered. All requests for reimbursement must be submitted within (30) days following the end of the project's reporting period. Failure to request reimbursement for eligible projects costs incurred within the Period Covered as outlined may result in non-payment and/or termination of the Project. **Any contractor that fails to submit a request for reimbursement for the first two quarters of agreement fiscal year by January 31st or the last two quarters by July 30th will forfeit their ability to receive reimbursement for those periods.** Invoices shall be approved by the Department's Public Transportation Division and reviewed by the Department's External Audit Branch prior to payment.

Additional forms must be submitted with reimbursement requests to report on contracting activities with Disadvantaged Business Enterprise (DBE) firms.

c. **Excluded Costs.** The Contractor understands and agrees that, except to the extent the Department determines otherwise in writing, ineligible costs will be treated as follows:

(1) In determining the amount of Federal/State assistance the Department will provide, the Department will exclude:

- (a) Any Project cost incurred by the Contractor before the Effective Date of the Grant;
- (b) Any cost that is not included in the latest Approved Project Budget;
- (c) Any cost for Project property or services received in connection with a third party contract or subagreement with a subrecipient that must be approved by the Department, or other arrangement required to be, but has not been, concurred in or approved in writing by the Department;

(d) Any non-project cost consistent with the prohibitions of 49 U.S.C. § 5323(h); and

(e) Any cost ineligible for FTA/Department participation as provided by applicable Federal/State laws, regulations, or directives.

(2) The Contractor shall limit reimbursement for meals, lodging and travel to the rates established by the State of North Carolina Travel Policy. Costs incurred by the Contractor in excess of these rates shall be borne by the contractor.

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

d. Federal/State Claims, Excess Payments, Disallowed Costs, including Interest.

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

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

(3) Payment to FTA. The Department shall be responsible to remit amounts owed to FTA, after receipt of repayment from the Contractor.

e. De-obligation of Funds. The Contractor agrees that the Department may de-obligate unexpended Federal and State funds before Project closeout.

Section 6 Accounting Records.

a. Establishment and Maintenance of Accounting Records. The Contractor shall establish and maintain separate accounts for the public transportation program, either independently or within the existing accounting system. All costs charged to the program shall be in accordance with most current approved budget and shall be reported to the Department in accordance with invoicing forms provided by the Department and the approved PWP.

b. Documentation of Project Costs. All costs charged to the Project, including any approved services performed by the Contractor or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges, as referenced in 2 C.F.R. §200.400 – §200.475, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards – Subpart E."

c. Allowable Costs. Expenditures made by the Contractor shall be reimbursed as allowable costs to the extent they meet all of the requirements set forth below. They must be:

(1) Based on work completed to the satisfaction of the Department within the timeframe established by the most current approved PWP, and further be made in conformance with the PWP Description and the PWP Budget and all other provisions of this Agreement;

(2) Necessary in order to accomplish the Project;

(3) Reasonable in amount for the goods or services purchased;

(4) Actual net costs to the Contractor, i.e., the price paid minus any refunds (e.g., refundable sales and use taxes pursuant to N.C.G.S. 105-164.14), rebates, or other items of value received by the Contractor that have the effect of reducing the cost actually incurred;

(5) Incurred (and be for work performed) within the period of performance and period covered of this Agreement unless specific authorization from the Department to the contrary is received;

(6) In conformance with the standards for allowability of costs set forth in Office of Management and Budget (OMB) Circular A-87 "Cost Principles for State, Local, and Indian Tribal Governments;"

(7) Satisfactorily documented; and

(8) Treated uniformly and consistently under accounting principles and procedures approved or prescribed by the Department

-In compliance with U.S. DOT regulations pertaining to allowable costs in 2 CFR §200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as follows:

(a) Title 2 CFR 200, Subpart E – Cost Principles (formerly OMB Circulars A-87, A-21, and A-122)

(b) FAR, at 48 C.F.R., Subpart 31.2, "Contracts with Commercial Organizations" applies to Project costs incurred by a Contractor that is a for-profit organization.

Section 7 Reporting, Record Retention and Access.

a. Reports. The Contractor shall advise the Department regarding the progress of the Project at a minimum quarterly and at such time and in such a manner as the Department may require. Such reporting and documentation may include, but not limited to meetings and progress reports. The Contractor shall collect and submit to the Department such financial statements, data, records, contracts, and other documents related to the Project as may be deemed necessary by the Department. Such reports shall include narrative and financial statements of sufficient substance to be in conformance with the reporting requirements of the Department. Progress reports throughout the useful life of the project equipment shall be used, in part, to document utilization of the project equipment. Failure to fully utilize the project equipment in the manner directed by the Department shall constitute a breach of contract, and after written notification by the Department, may result in termination of the Agreement or any such remedy as the Department deems appropriate.

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

b. Record Retention. The Contractor and its third party contractors shall retain all records pertaining to this Project for a period of five (5) years from the date of final payment to the Contractor, or until all audit exceptions have been resolved, whichever is longer, in accordance

with "Records Retention and Disposition Schedule – Public Transportation Systems and Authorities, April 1, 2006," at (<http://www.ah.dcr.state.nc.us/records/local/>).

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

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

Section 8 Project Completion, Audit, Settlement, and Closeout.

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

b. Financial Reporting and Audit Requirements. In accordance with 2 CFR §200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards:" Subpart F, "Audit Requirements" effective December 26, 2014 and N.C.G.S. 159-34, the Contractor shall have its accounts audited as soon as possible after the close of each fiscal year by an independent auditor. The Contractor agrees to submit the required number of copies of the audit reporting package to the Local Government Commission four months after the Contractor's fiscal year-end.

c. Audit Costs. Unless prohibited by law, the costs of audits made in accordance with Title 2 CFR §200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards:" Subpart F – "Audit Requirements" (formerly OMB Circular A-133), are allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in 2 CFR §200.414, Subpart E – Cost Principles (formerly OMB Circular A-87). The cost of any audit not conducted in accordance with Title 2 CFR §200 and N.C.G.S. 159-34 is unallowable and shall not be charged to State or Federal grants.

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

e. Project Closeout. Project closeout occurs when the Department issues the final project payment or acknowledges that the Contractor has remitted the proper refund. The Contractor agrees that Project closeout by the Department does not invalidate any continuing requirements imposed by this Agreement.

Section 9 Civil Rights.

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

a. Nondiscrimination in Federal Public Transportation Programs. The Contractor agrees to comply, and assures the compliance of each third party contractor at any tier and each subrecipient at any tier of the Project, with the provisions of 49 U.S.C. § 5332, which prohibit

discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.

b. Nondiscrimination – Title VI of the Civil Rights Act. The Contractor agrees to comply, and assures the compliance of each third party contractor at any tier and each subrecipient at any tier of the Project, with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq., and with U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21, and with FTA Circular 4702.1B, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients."

- (1) Environmental Justice. The Contractor agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," with U.S. DOT Order 5610.2(a), "Department of Transportation Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," and with FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," and 42 U.S.C. § 4321 note, except to the extent that the Department determines otherwise in writing.
- (2) Limited English Proficiency. The Contractor agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency" and U.S. DOT's Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient (LEP) Persons, which clarifies the responsibilities of DOT recipients of Federal financial assistance and assists them in fulfilling their responsibilities to LEP persons, pursuant to Title VI of the Civil Rights Act of 1964 and implementing regulations.
- (3) NCDOT Title VI Assurance. During the performance of this contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:
 - (a) Compliance with Regulations: The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
 - (b) Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
 - (c) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
 - (d) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and

shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the North Carolina Department of Transportation (NCDOT) or the Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the NCDOT, or the FTA as appropriate, and shall set forth what efforts it has made to obtain the information.

- (e) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the NCDOT shall impose such contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to:

- i. withholding of payments to the contractor under the contract until the contractor complies, and/or,
- ii. cancellation, termination, or suspension of the contract, in whole or in part.

- (f) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the NCDOT or the FTA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the NCDOT to enter into such litigation to protect the interests of the NCDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

- d. E-Verify Compliance under 143-133.3. The contractor and its subcontractors shall comply with the requirements of Article 2 of chapter 64 of the North Carolina General Statutes (NCGS). This E-Verify compliance under 143-133.3 section is intended to apply to only the contracts to which NCGS 143-133.3(a) applies and shall be construed in accordance with that statute. Any clause in this contract included under the authority of NCGS 160A-20.1(b) shall be of no effect, provided, however, to the extent (if any) required to comply with NCGS 143-129(j), a clause in this contract requiring the contractor and its subcontractors to comply with the requirements of Article 2 of Chapter 64 shall remain in effect if this contract is subject to NCGS 143-129. This E-

Verify compliance under 143-133.3 section is valid only if House Bill 318, which was ratified on 29 September 2015, is signed into law by the Governor of North Carolina.

e. Disadvantaged Business Enterprises.

(1) Policy. It is the policy of the North Carolina Department of Transportation that Disadvantaged Business Enterprises (DBEs) as defined in 49 *CFR Part 26* shall have the equal opportunity to compete fairly for and to participate in the performance of contracts financed in whole or in part by Federal Funds.

The Contractor is also encouraged to give every opportunity to allow DBE participation in Supplemental Agreements.

(2) Obligation. The Contractor, subconsultant, and subcontractor shall not discriminate on the basis of race, religion, color, national origin, age, disability or sex in the performance of this contract. The Contractor shall comply with applicable requirements of 49 *CFR Part 26* in the award and administration of federally assisted contracts. Failure by the Contractor to comply with these requirements is a material breach of this contract, which will result in the termination of this contract or such other remedy, as the Department deems necessary.

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

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

(5) Certified Transportation Contractor Directory. Real-time information about contractors doing business with the Department and contractors that are certified through North Carolina's Unified Certification Program is available in the Directory of Transportation Firms. The Directory can be accessed by the link on the Department's homepage or by entering <https://apps.dot.state.nc.us/vendor/directory/> in the address bar of your web browser. Only contractors identified as DBE certified in the Directory shall be listed in the proposal. The listing of an individual contractor in the Department's directory shall not be construed as an endorsement of the contractor's capability to perform certain work.

(6) Reporting Disadvantaged Business Enterprise Participation. When payments are made to Disadvantaged Business Enterprise (DBE) contractors, including material suppliers, contractors at all levels (Contractor, subconsultant or subcontractor) shall provide the Contract Administrator with an accounting of said payments. The accounting shall be listed on the Department's Subcontractor Payment Information Form (Form DBE-IS). In the event the contractor has no DBE participation, the contractor shall indicate this on the Form DBE-IS by entering the word 'None' or the number 'zero' and the form shall be signed. Form DBE-IS may be accessed on the website at <https://apps.dot.state.nc.us/quickfind/forms/Default.aspx>.

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

e. Access for Individuals with Disabilities. The Contractor agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and

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

(1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;

(2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;

(3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;

(4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;

(5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;

(6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;

(7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;

(8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and

(9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;

(10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and

(11) Federal civil rights and nondiscrimination directives implementing the foregoing regulations.

f. Drug or Alcohol Abuse-Confidentiality and Other Civil Rights Protections. To the extent applicable, the Contractor agrees to comply with the confidentiality and other civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 *et seq.*, with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 *et seq.*, and with the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 201 *et seq.*, and any subsequent amendments to these acts.

g. Access to Services for Persons with Limited English Proficiency. To the extent applicable and except to the extent that the Department determines otherwise in writing, the Contractor agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70Fed. Reg. 74087 *et seq.*, December 14, 2005.

h. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations,"

- i. Other Nondiscrimination Laws. The Contractor agrees to comply with all applicable provisions of other Federal laws, regulations, and directives pertaining to and prohibiting discrimination that are applicable, except to the extent the Department determines otherwise in writing.

Section 10 Planning and Private Enterprise

a. General. To the extent applicable, the Contractor agrees to implement the Project in a manner consistent with the plans developed in compliance with the Federal planning and private enterprise provisions of the following: (1) 49 U.S.C. §§ 5303, 5304, 5306, and 5323(a)(1); (2) the joint Federal Highway Administration (FHWA)/FTA document, "Interim Guidance for Implementing Key SAFETEA-LU Provisions on Planning, Environment, and Air Quality for Joint FHWA/FTA Authorities," dated September 2, 2005, as amended by joint FHWA/FTA guidance, "SAFETEA-LU Deadline for New Planning Requirements (July 1, 2007)," dated May 2, 2006, and other subsequent Federal directives implementing SAFETEA-LU, except to the extent FTA determines otherwise in writing; (3) joint FHWA/FTA regulations, "Planning Assistance and Standards," 23 C.F.R. Part 450 and 49 C.F.R. Part 613 to the extent that those regulations are consistent with the SAFETEA-LU amendments to public transportation planning and private enterprise laws, and subsequent amendments to those regulations that may be promulgated; and (4) FTA regulations, "Major Capital Investment Projects," 49 C.F.R. Part 611, to the extent that those regulations are consistent with the SAFETEA-LU amendments to the public transportation planning and private enterprise laws, and any subsequent amendments to those regulations that may be subsequently promulgated.

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

c. Infrastructure Investment. During the implementation of the Project, the Contractor agrees to take into consideration the recommendations of Executive Order No. 12803, "Infrastructure Privatization," 31 U.S.C. § 501 note, and Executive Order No. 12893, "Principles for Federal Infrastructure Investments," 31 U.S.C. § 501 note.

Section 11 Preference for United States Products and Services To the extent applicable, the Contractor agrees to comply with U.S. domestic preference requirements.

- a. Buy America. The Contractor agrees to comply with 49 U.S.C. § 5323(j) and FTA regulations, "Buy America Requirements," 49 C.F.R. Part 661 to the extent those regulations are consistent with SAFETEA-LU provisions, and subsequent amendments to those regulations that may be promulgated. The Contractor also agrees to comply with FTA directives to the extent those directives are consistent with SAFETEA-LU provisions, except to the extent that FTA or the Department determines otherwise in writing.
- b. Cargo Preference-Use of United States-Flag Vessels. The Contractor agrees to comply with U.S. Maritime Administration regulations, "Cargo Preference-U.S.-Flag Vessels," 46 C.F.R. Part 381, to the extent those regulations apply to the Project.
- c. Fly America. The Contractor understands and agrees that the Federal/State Government will not participate in the costs of international air transportation of any individuals involved in or property acquired for the Project unless that air transportation is provided by U.S.-flag air carriers to the extent service by U.S.-flag air carriers is available, in accordance with the requirements of the International Air Transportation Fair Competitive

Practices Act of 1974, as amended, 49 U.S.C. § 40118, and with U.S. GSA regulations, "Use of United States Flag Air Carriers," 41 C.F.R. §§ 301-10.131 through 301-10.143.

Section 12 Procurement To the extent applicable, the Contractor agrees to comply with the following third party procurement provisions:

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

b. Full and Open Competition. In accordance with 49 U.S.C. § 5325(a), the Contractor agrees to conduct all procurement transactions in a manner that provides full and open competition as determined by the Department and FTA.

c. Exclusionary or Discriminatory Specifications. Apart from inconsistent requirements imposed by Federal laws or regulations, the Contractor agrees to comply with the requirements of 49 U.S.C. § 5325(h) by not using any Federal assistance awarded by FTA to support a procurement using exclusionary or discriminatory specifications.

d. Geographic Restrictions. The Contractor agrees that it will not use any State or local geographic preference, except State or local geographic preferences expressly mandated or as permitted by FTA. However, for example, in procuring architectural, engineering, or related services, the Contractor's geographic location may be a selection criterion, provided that a sufficient number of qualified firms are eligible to compete.

e. In-State Bus Dealer Restrictions. The Contractor agrees that in accordance with 49 U.S.C. § 5325(i), any State law requiring buses to be purchased through in-State dealers will not apply to purchases of vehicles acquired with funding authorized under 49 U.S.C. chapter 53.

f. Neutrality in Labor Relations. To the extent permitted by law, the Contractor agrees to comply with Executive Order No. 13502, "Use of Project Labor Agreements (PLA) for Federal Construction Projects," February 6, 2009, 74 Fed. Reg. 6985 et seq. As a result, the Recipient is no longer prohibited from requiring an affiliation with a labor organization, such as a project labor agreement, as a condition for award of any third party contract or subcontract at any tier for construction or construction management services, except to the extent that the Federal Government determines otherwise in writing.

g. Federal Supply Schedules. State, local, or nonprofit Recipients may not use Federal Supply Schedules to acquire federally assisted property or services except to the extent permitted by U.S. GSA, U.S. DOT, or FTA laws, regulations, directives, or determinations.

h. Force Account. The Contractor agrees that FTA may determine the extent to which Federal assistance may be used to participate in force account costs.

i. Department Technical Review. The Contractor agrees to permit the Department to review and approve the Contractor's technical specifications and requirements to the extent the Department believes necessary to ensure proper Project administration. The Contractor agrees to submit the following to the Department for its review and approval prior to solicitation:

- (1) New/adapted specifications for equipment, supplies, apparatuses and new-type rolling stock. This requirement does not apply to equipment, supplies, or apparatuses with cost of less than \$30,000; or to Minivans; Conversion and Lift Vans; Center Aisle Vans and Standard Vans; and Light Transit Vehicles (Cutaway-type Bus).
 - (2) Drawings, designs, and/or description of work for construction, renovation, or facility improvement projects, including the purchase or construction of bus shelters.
- j. Department Pre-award Approval. The Contractor agrees to submit procurement documents to the Department for its review and approval prior to award of a contract/ subcontract under this Agreement for any of the following:
- (1) All new-type rolling stock, excluding Minivans; Conversion and Lift Vans; Center isle Vans and Standard Vans; and Light Transit Vehicles (Cutaway-type Bus).
 - (2) All construction projects equal to or greater than \$30,000;
 - (3) Any "brand name" product or sole source purchase equal to or greater than \$2,500;
 - (4) Any contract/subcontract to other than apparent lowest bidder equal to or greater than \$2,500;
 - (5) Any procurement equal to or greater than \$90,000;
 - (6) Any contract modification that would change the scope of a contract or increase the contract amount up to or over the formal (sealed) bid threshold of \$90,000.
- k. Project Approval/Third Party Contract Approval. Except to the extent the Department determines otherwise in writing, the Contractor agrees that the Department's award of Federal and State assistance for the Project does not, by itself, constitute pre-approval of any non-competitive third party contract associated with the Project.
- l. Preference for Recycled Products. To the extent applicable, the Contractor agrees to comply with U.S. EPA regulations, "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 C.F.R. Part 247, which implements Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and with subsequent Federal regulations that may be promulgated. Accordingly, the Contractor agrees to provide a competitive preference for products and services that conserve natural resources, protect the environment, and are energy efficient.
- m. Clean Air and Clean Water. The Contractor agrees to include in each third party contract and subagreement exceeding \$100,000 adequate provisions to ensure that each Project participant will agree to report the use of facilities placed on or likely to be placed on the U.S. Environmental Protection Agency (U.S. EPA) "List of Violating Facilities," to not use any violating facilities, to report violations to the Department and the Regional U.S. EPA Office, and to comply with the inspection and other applicable requirements of:
- (1) Section 306 of the Clean Air Act, as amended, 42 U.S.C. § 7606, and other applicable provisions of the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q; and
 - (2) Section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and other applicable requirements of the Clean Water Act, as amended, 33 U.S.C. §§ 1251 through 1377.
- n. National Intelligent Transportation Systems Architecture and Standards. To the extent applicable, the Contractor agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 Fed. Reg. 1455 et seq., January 8, 2001, and any subsequent further implementing directives, except to the extent FTA or the Department determines otherwise in writing.
- o. Competitive Proposal/Request for Proposal (RFP). The competitive proposal/ request for proposal (RFP) method of procurement is normally conducted with more than one source submitting an offer, i.e., proposal. Either a fixed price or cost reimbursement type contract is awarded. This method of procurement is generally used when conditions are not appropriate for the use of sealed bids. The Contractor acknowledges that certain restrictions apply under

North Carolina law for use of the RFP method and these restrictions and exceptions are discussed below.

(1) The Contractor agrees that the RFP Method may not be used in lieu of an invitation for bids (IFB) for:

- (a) Construction/repair work; or
- (b) Purchase of apparatus, supplies, materials or equipment. See next Subsection, this Agreement, regarding information technology goods as services.

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

(a) Notice of the request for proposals shall be given in accordance with N.C.G.S. 143-129(b).

(b) Contracts shall be awarded to the person or entity that submits the best overall proposal as determined by the awarding authority. Factors to be considered in awarding contracts shall be identified in the request for proposals.

(c) The Contractor may use procurement methods set forth in N.C.G.S. 143-135.9 in developing and evaluating requests for proposals.

(d) The Contractor may negotiate with any proposer in order to obtain a final contract that best meets the needs of the Contractor.

(e) Any negotiations shall not alter the contract beyond the scope of the original request for proposals in a manner that deprives the proposers or potential proposers of a fair opportunity to compete for the contract; and would have resulted in the award of the contract to a different person or entity if the alterations had been included in the request for proposals.

(f) Proposals submitted shall not be subject to public inspection until a contract is awarded.

(3) The Contractor agrees that the RFP method, in accordance with FTA Circular 4220.1F, under the guidelines of FTA "Best Practices Procurement Manual," should be used for procurements of professional services, such as consultants for planning activities and for transit system operations/management. The Contractor acknowledges that certain restrictions apply under North Carolina law for use of the RFP method and these restrictions and exceptions are discussed in Subsections 14t(1) and 14t(2) of this Agreement. For all architectural, engineering, design, or related services, the Contractor agrees that the qualifications-based competitive proposal process shall be used (see Subsection 14q, this Agreement).

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

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

- (b) Either fixed price or cost reimbursement type contract will be used;
- (c) Generally used when conditions are not appropriate for use of sealed bids;
- (d) Requests for proposals will be publicized;
- (e) All evaluation factors will be identified along with their relative importance;
- (f) Proposals will be solicited from an adequate number (3 is recommended) of

qualified sources;

(g) A standard method must be in place for conducting technical evaluations of the proposals received and for selecting awardees;

(h) Awards will be made to the responsible firm whose proposal is most advantageous to the Contractor's program with price and other factors considered; and

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

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

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

r. Procurement Notification Requirements. With respect to any procurement for goods and services (including construction services) having an aggregate value of \$500,000 or more (in Federal funds), the Contractor agrees to:

(1) Specify the amount of Federal and State funds that will be used to finance the acquisition in any announcement of the contract award for such goods or services; and

(2) Express the said amount as a percentage of the total costs of the planned acquisition.

s. Contract Administration System. The Contractor shall maintain a contract administration system that ensures that contractors/subcontractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

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

Section 13 Leases

a. Capital Leases. To the extent applicable, the Contractor agrees to comply with FTA regulations, "Capital Leases," 49 C.F.R. Part 639 and any revision thereto.

b. Leases Involving Certificates of Participation. The Contractor agrees to obtain the Department's concurrence before entering into any leasing arrangement involving the issuance of certificates of participation in connection with the acquisition of any capital asset.

Section 14 Patent Rights If any invention, improvement, or discovery of the Contractor or any third party contractor or any subrecipient at any tier of the Project is conceived or first actually

reduced to practice in the course of or under the Project, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Contractor agrees to notify the Department immediately and provide a detailed report in a format satisfactory to the Department. The Contractor agrees that its rights and responsibilities, and those of each third party contractor at any tier of the Project and each subrecipient at any tier of the Project, pertaining to that invention, improvement, or discovery will be determined in accordance with 37 C.F.R. Part 401 and any applicable Federal and State laws, regulations, including any waiver thereof.

Section 15 Rights in Data and Copyrights

a. Data. The term "subject data," as used in this Section 14 of this Agreement means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this Agreement for the Project. Examples include, but are not limited to: computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information. "Subject data" does not include financial reports, cost analyses, or similar information used for Project administration. The Contractor acknowledges that, regarding any subject data first produced in the performance of this Agreement for the Project, except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the Department, unless the Department has previously released or approved the release of such data to the public.

b. Copyrights. The Contractor acknowledges that the FTA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:

(1) The copyright in any work developed under this Agreement or subagreement/subcontract; and

(2) Any rights of copyright to which the Contractor or its subrecipients/ subcontractors purchase ownership with funds awarded for this Project.

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

Section 16 Employee Protections.

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

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

Section 17 Environmental Protections. The Contractor recognizes that many Federal and State laws imposing environmental and resource conservation requirements may apply to the Project. Some, but not all, of the major Federal laws that may affect the Project include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 through 4335; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q and scattered sections of Title 29, United States Code; the Clean Water Act, as amended, 33 U.S.C. §§ 1251 through 1377; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 through 6992k; the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 through 9675, as well as environmental provisions within Title 23, United States Code, and 49 U.S.C. chapter 53. The Contractor also recognizes that U.S. EPA, FHWA and other Federal agencies have issued, and in the future are expected to issue, Federal regulations and directives that may affect the Project. Thus, the Contractor agrees to comply, and assures the compliance of each third party contractor, with any applicable Federal laws, regulations and directives as the Federal Government are in effect now or become effective in the future, except to the extent the Federal Government determines otherwise in writing. Listed below are environmental provisions of particular concern to FTA and the Department. The Contractor understands and agrees that those laws, regulations, and directives may not constitute the Contractor's entire obligation to meet all Federal environmental and resource conservation requirements.

a. National Environmental Policy. Federal assistance is contingent upon the Contractor's facilitating FTA's compliance with all applicable requirements and implementing regulations of the National Environmental Policy Act of 1969, as amended, (NEPA) 42 U.S.C. §§ 4321 through 4335 (as restricted by 42 U.S.C. § 5159, if applicable); Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 U.S.C. § 4321 note; FTA statutory requirements at 49 U.S.C. § 5324(b); U.S. Council on Environmental Quality regulations pertaining to compliance with NEPA, 40 C.F.R. Parts 1500 through 1508; and joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622, and subsequent Federal environmental protection regulations that may be promulgated. As a result of enactment of 23 U.S.C. §§ 139 and 326 as well as to amendments to 23 U.S.C. § 138, environmental decision making requirements imposed on FTA projects to be implemented consistent with the joint FHWA/FTA document, "Interim Guidance for Implementing Key SAFETEA-LU Provisions on Planning, Environment, and Air Quality for Joint FHWA/FTA Authorities," dated September 2, 2005, and any subsequent applicable Federal directives that may be issued, except to the extent that FTA determines otherwise in writing.

b. Air Quality. Except to the extent the Federal Government determines otherwise in writing, the Contractor agrees to comply with all applicable Federal laws, regulations, and directives implementing the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q, and:

(1) The Contractor agrees to comply with the applicable requirements of Section 176(c) of the Clean Air Act, 42 U.S.C. § 7506(c), consistent with the joint FHWA/FTA document, "Interim Guidance for Implementing Key SAFETEA-LU Provisions on Planning, Environment, and Air Quality for Joint FHWA/FTA Authorities," dated September 2, 2005, and any subsequent applicable Federal directives that may be issued; with U.S. EPA regulations, "Conformity to State or Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93, and any subsequent Federal conformity regulations

that may be promulgated. To support the requisite air quality conformity finding for the Project, the Contractor agrees to implement each air quality mitigation or control measure incorporated in the Project. The Contractor further agrees that any Project identified in an applicable State Implementation Plan (SIP) as a Transportation Control Measure will be wholly consistent with the design concept and scope of the Project described in the SIP.

(2) U.S. EPA also imposes requirements implementing the Clean Air Act, as amended, which may apply to public transportation operators, particularly operators of large public transportation bus fleets. Accordingly, the Contractor agrees to comply with the following U.S. EPA regulations to the extent they apply to the Project: "Control of Air Pollution from Mobile Sources," 40 C.F.R. Part 85; "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines," 40 C.F.R. Part 86; and "Fuel Economy of Motor Vehicles," 40 C.F.R. Part 600.

(3) The Contractor agrees to comply with notice of violating facility provisions of Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. § 7606 note.

c. Clean Water. Except to the extent the Federal Government determines otherwise in writing, the Contractor agrees to comply with all applicable Federal regulations and directives issued pursuant to the Clean Water Act, as amended, 33 U.S.C. §§ 1251 through 1377. In addition:

(1) The Contractor agrees to protect underground sources of drinking water consistent with the provisions of the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §§ 300f through 300j-6.

(2) The Contractor agrees to comply with notice of violating facility provisions of Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. § 7606 note.

d. Historic Preservation. The Contractor agrees to encourage compliance with the Federal historic and archaeological preservation requirements of Section 106 of the National Historic Preservation Act, as amended, 16 U.S.C. § 470f; with Executive Order No. 11593, "Protection and Enhancement of the Cultural Environment," 16 U.S.C. § 470 note; and with the Archaeological and Historic Preservation Act of 1974, as amended, 16 U.S.C. §§ 469a through 469c, as follows:

(1) In accordance with U.S. Advisory Council on Historic Preservation regulations, "Protection of Historic and Cultural Properties," 36 C.F.R. Part 800, the Contractor agrees to consult with the State Historic Preservation Officer concerning investigations to identify properties and resources included in or eligible for inclusion in the National Register of Historic Places that may be affected by the Project, and agrees to notify FTA of those properties that are affected.

(2) The Contractor agrees to comply with all applicable Federal regulations and directives to avoid or mitigate adverse effects on those historic properties, except to the extent the Federal Government determines otherwise in writing.

Section 18 Energy Conservation. The Contractor agrees to comply with the North Carolina Energy Policy Act of 1975 (N.C.G.S. 113B) issued in accordance with the Energy Policy and Conservation Act, as amended, 42 U.S.C. §§ 6321 et seq., except to the extent that the Department determines otherwise in writing. To the extent applicable, the Contractor agrees to perform an energy assessment for any building constructed, reconstructed, or modified with FTA assistance, as provided in FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. Part 622, Subpart C.

Section 19 Substance Abuse. To the extent applicable, the Contractor agrees to comply with the following Federal substance abuse regulations:

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

Section 20 Federal Certification Regarding Alcohol Misuse and Prohibited Drug Use.

As required by FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," at 49 CFR part 655, subpart I, the Contractor certifies, by signing this Agreement, that it has established and implemented an alcohol misuse and anti-drug program, and has complied with or will comply with all applicable requirements of FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR part 655, and Section 18 of this Agreement.

Section 21 Safe Operation of Motor Vehicles.

- a. Seat Belt Use. In accordance with the provisions of Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, the Recipient is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned, rented, or personally operated vehicles, and to include this provision in any subagreements, leases, third party contracts, or other similar documents in connection with the Project.
- b. Distracted Driving: Includes Text Messaging While Driving. In accordance with Executive Order No. 13513, Federal Leadership on Reducing Text Messaging While Driving October 1, 2009, 23 U.S.C.A. § 402 note, and DOT Order 3902.10, Text Messaging While Driving December 30, 2009, the Grantee is encouraged to comply with the term of the following Special Provision
- c. Text Messaging While Driving. In accordance with Executive Order No. 13513, Federal Leadership on Reducing Text Messaging While Driving October 1, 2009, 23 U.S.C.A. § 402 note, and DOT Order 3902.10, Text Messaging While December 30, 2009, the Grantee is encouraged to comply with the term of the following Special Provision.

Section 22 Safety The Grantee is encouraged to:

- (1) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving –
 - (a) Grantee-owned or Grantee-rented vehicles or Government-owned, leased, or rented vehicles;
 - (b) Privately-owned vehicles when on official Project related business or when performing any work for or on behalf of the Project; or
 - (c) Any vehicle, on or off duty, and using an employer supplied electronic device.
- (2) Conduct workplace safety initiatives in a manner commensurate with the Grantee's size, such as:
 - (a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - (b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

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

Section 23 Protection of Sensitive Security Information.

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

Section 24 Disputes, Breaches, Defaults, or Other Litigation.

The Contractor agrees that FTA and the Department have a vested interest in the settlement of any dispute, breach, default, or litigation involving the Project. Accordingly:

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

Section 25 Amendments/Revisions to the Project.

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

Section 26 Information Obtained Through Internet Links.

This Agreement may include electronic links/Web site addresses to Federal/State laws, regulations, and directives as well as other information. The Department does not guarantee the accuracy of information accessed through such links. Accordingly, the Contractor agrees that information obtained through any electronic link within this Agreement does not represent

an official version of a Federal/State law, regulation, or directive, and might be inaccurate. Thus, information obtained through such links is neither incorporated by reference nor made part of this Agreement. The Federal Register and the Code of Federal Regulations are the official sources for regulatory information pertaining to the Federal Government.

Section 27 Geographic Information and Related Spatial Data.

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

Section 28 Severability.

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

Section 29 Termination of Agreement

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

b. The Contractor. The Contractor may terminate its participation in the Project by notifying and receiving the concurrence of the Department sixty (60) days in advance of the termination.

Section 30 Contract Administrators.

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

For the Department:

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

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name: Angela W Wynes Title: Transit Manager Agency: City of High Point Postal: 716 W Martin Luther King Jr Dr Address: High Point, NC 27262 City/Zip: High Point, NC 27262 Phone: 336-883-3424 Fax: 336-822-7175 Email: angela.wynes@highpointnc.gov	Name: Angela W Wynes Title: Transit Manager Agency: City of High Point Street: 716 W Martin Luther King Jr Dr Address: High Point, NC 27262 City: High Point, NC 27262

Section 31 Federal Certification Regarding Lobbying.

The Contractor certifies, by signing this Agreement, its compliance with Subsection 3d of this Agreement.

Section 32 Federal Certification Regarding Debarment.

The Contractor certifies, by signing this Agreement, its compliance with Subsection 3b of this Agreement.

Section 33 Federal Certification Regarding Alcohol Misuse and Prohibited Drug Use.

As required by FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," at 49 CFR part 655, subpart I, the Contractor certifies, by signing this Agreement, that it has established and implemented an alcohol misuse and anti-drug program, and has complied with or will comply with all applicable requirements of FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR part 655, and Section 18 of this Agreement.

Section 34 Ethics Acknowledgement Policy on Gifts.

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

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

CITY OF HIGH POINT
on behalf of HIGH POINT URBAN AREA
METROPOLITAN PLANNING ORGANIZATION

CONTRACTOR'S FEDERAL TAX ID NUMBER: 56-6000231

CONTRACTOR'S FISCAL YEAR END: June 30, 2017

BY: *Larry E. McLaslin*

TITLE: Deputy **CITY MANAGER**



ATTEST: *Lisa A. Vertigan*
TITLE: City Clerk

DEPARTMENT OF TRANSPORTATION

BY: _____

TITLE: **DEPUTY SECRETARY FOR TRANSIT**

ATTEST: _____
TITLE: SECRETARY

Attachment

Certification Regarding Lobbying

(for bids and/or awards)

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Contractor's Authorized Representative: _____

Larry E. McCaslin

Title: Deputy City Manager _____

**CERTIFICATION OF ELIGIBILITY
Under the Iran Divestment Act**

Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-86.55 *et seq.** requires that each vendor, prior to contracting with the State certify, and the undersigned on behalf of the Vendor does hereby certify, to the following:

1. that the vendor is not now and was not at the time of the execution of the Contract dated _____ identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran;
2. that the vendor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and
3. that the undersigned is authorized by the Vendor to make this Certification.

Vendor: City of High Point

By: Randy E. McCaslin 9/19/2016
Signature Date

Randy E. McCaslin Deputy City Manager
Printed Name Title

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and will be updated every 180 days. For questions about the Department of State Treasurer's Iran Divestment Policy, please contact Meryl Murtagh at Meryl.Murtagh@nctreasurer.com or (919) 814-3852.

* Note: Enacted by Session Law 2015-118 as G.S. 143C-55 *et seq.*, but has been renumbered for codification at the direction of the Revisor of Statutes.

Office of the Mayor
City of High Point
North Carolina

PROCLAMATION...

- WHEREAS,** National Recovery Month has been celebrated every September since 1989 and is sponsored by the Substance Abuse and Mental Health Services Administration; and
- WHEREAS,** National Recovery Month raises awareness and increased understanding of substance abuse and mental illness issues. National Recovery Month spreads the positive message that behavioral health is essential to overall health and that people can recover; and
- WHEREAS,** National Recovery Month advocates for treatment for substance use disorders and mental health disorders by increasing awareness about the plights of addiction and the effectiveness of proper treatment; and
- WHEREAS,** National Recovery Month is a platform to celebrate people in all forms of recovery and those who serve them, inspiring hundreds of events each year; and
- WHEREAS,** National Recovery Month is highlighting the importance of speaking out about recovery with this year's theme, "*Join The Voices For Recovery: Our Families, Our Stories, our Recovery!*"; and
- WHEREAS,** behavioral health is an essential part of health and one's overall wellness and prevention of mental and/or substance use disorders works, treatment is effective, and people recover in our area and around the nation; and
- WHEREAS,** we must encourage relatives and friends of people with mental and/or 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,** to help more people achieve and sustain long-term recovery, the U.S. Department of Health and Human Services (HHS), the Substance Abuse and Mental Health Services Administration (SAMHSA), the White House Office of National Drug Control Policy (ONDCP), and Caring Services, Inc. of High Point invite all residents of Guilford County to participate in National Recovery Month; and

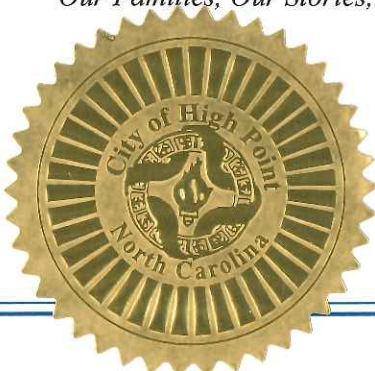
NOW, THEREFORE, BE IT RESOLVED that I, William S. Bencini, Jr., Mayor of the City of High Point, do hereby proclaim the month of September 2016 as

NATIONAL RECOVERY MONTH

In High Point and call upon the people of High Point to observe this month with appropriate programs, activities, and ceremonies to support this year's Recovery Month theme: "*Join the Voices for Recovery: Our Families, Our Stories, Our Recovery!*"

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 7th day of September 2016.


William S. Bencini, Jr., Mayor



**CITY OF HIGH POINT, NORTH CAROLINA
SWORN STATEMENT OF DEBT MADE PURSUANT TO THE
LOCAL GOVERNMENT BOND ACT, AS AMENDED**

I, Jeffrey A. Moore, Financial Services Director of the City of High Point, North Carolina, having been designated by the City Council of said City to make and file with the City Clerk a statement of the debt of said City pursuant to The Local Government Bond Act, as amended, DO HEREBY CERTIFY that the following is a true statement as shown by the books in my office, not taking into consideration any debt incurred or to be incurred in anticipation of the collection of taxes or other revenues or in anticipation of the sale of bonds other than funding and refunding bonds:

(a) GROSS DEBT

a(1) Outstanding debt evidenced by bonds:

Public Improvement Bonds, Series 2007A	\$ 3,240,000
Public Improvement Bonds, Series 2007B	11,245,000
Public Improvement Bonds, Series 2008	10,130,000
Public Improvement Bonds, Series 2010A	775,000
Public Improvement Bonds, Series 2010B	16,580,000
Refunding Bonds, Series 2010C	8,420,000
Public Improvement Bonds, Series 2012	4,625,000
Refunding Bonds, Series 2012	12,845,000
Refunding Bond, Series 2013	9,250,000
Public Improvement Bonds, Series 2014	5,500,000
Refunding Bonds, Series 2014	<u>10,025,000</u>
Total	<u>\$92,635,000</u>

a(2) Bonds authorized by orders introduced,
but not yet adopted:

Refunding Bonds	\$25,000,000
Total	<u>\$25,000,000</u>

a(3) Unissued bonds authorized by adopted orders: \$ -0-

a(4) Outstanding debt, not evidenced by bonds: \$ -0-

(a) GROSS DEBT, being the sum of a(1), a(2), a(3) and
a(4): \$117,635,000

(b) DEDUCTIONS

- b(1) Funding and refunding bonds authorized by orders introduced but not yet adopted: \$25,000,000
- b(2) Funding and refunding bonds authorized but not yet issued: \$ -0-
- b(3) The amount of money held in sinking funds or otherwise for the payment of any part of the principal of gross debt other than debt incurred for water, gas, electric light or power purposes or sanitary sewer purposes (to the extent that the bonds are deductible under G.S. 159-55(b)): \$ -0-
- b(4) Bonded debt included in gross debt and incurred, or to be incurred, for water, gas, electric light or power purposes: \$5,607,233
- b(5) Bonded debt included in gross debt and incurred, or to be incurred, for sanitary sewer system purposes (to the extent that said debt is made deductible by G.S. 159-55(b)): \$ -0-
- b(6) Uncollected special assessments heretofore levied for local improvements for which any part of the gross debt (that is not otherwise deducted) was or is to be incurred to the extent that such assessments will be applied, when collected, to the payment of any part of the gross debt: \$ -0-
- b(7) The amount, as estimated by the Financial Services Director, of special assessments to be levied for local improvements for which any part of the gross debt (that is not otherwise deducted) was or is to be incurred, to the extent that the special assessments, when collected, will be applied to the payment of any part of the gross debt: \$ -0-
- (b) DEDUCTIONS, being the sum of b(1), b(2), b(3), b(4), b(5), b(6) and b(7): \$30,607,233

(c) NET DEBT

- (c) NET DEBT, being the difference between the GROSS DEBT (a) and the DEDUCTIONS (b): \$87,027,767

(d) ASSESSED VALUE

- (d) ASSESSED VALUE of property subject to taxation by the City, as revealed by the City tax records and certified to the City by the assessor: \$9,053,734,723

(e) PERCENTAGE

- (e) Percentage which the NET DEBT (c) bears to the ASSESSED VALUE (d): 0.9612%

The foregoing statement is true.

Financial Services Director

STATE OF NORTH CAROLINA)
) SS:
COUNTY OF GUILFORD)

Subscribed and sworn to before me this 6 day of September, 2016.

[SEAL]

My Commission Expires: 1/18/2020

* * * *

Notary Public
CYNTHIA C. DUNCAN-SMITH
NOTARY PUBLIC
GUILFORD COUNTY, NC

I, Lisa B. Vierling, City Clerk of the City of High Point, North Carolina, DO HEREBY CERTIFY that the foregoing is a true copy of a statement which was filed with me at a meeting of the City Council of said City held on September 6, 2016, after the introduction of an order authorizing refunding bonds of said City, and that said statement is open to public inspection in my office.

WITNESS my hand and official seal of said City this 6th day of September, 2016.



City Clerk



September 6, 2016

To: Randy McCaslin, Deputy City Manager

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

Subject: Code Enforcement Activity Report

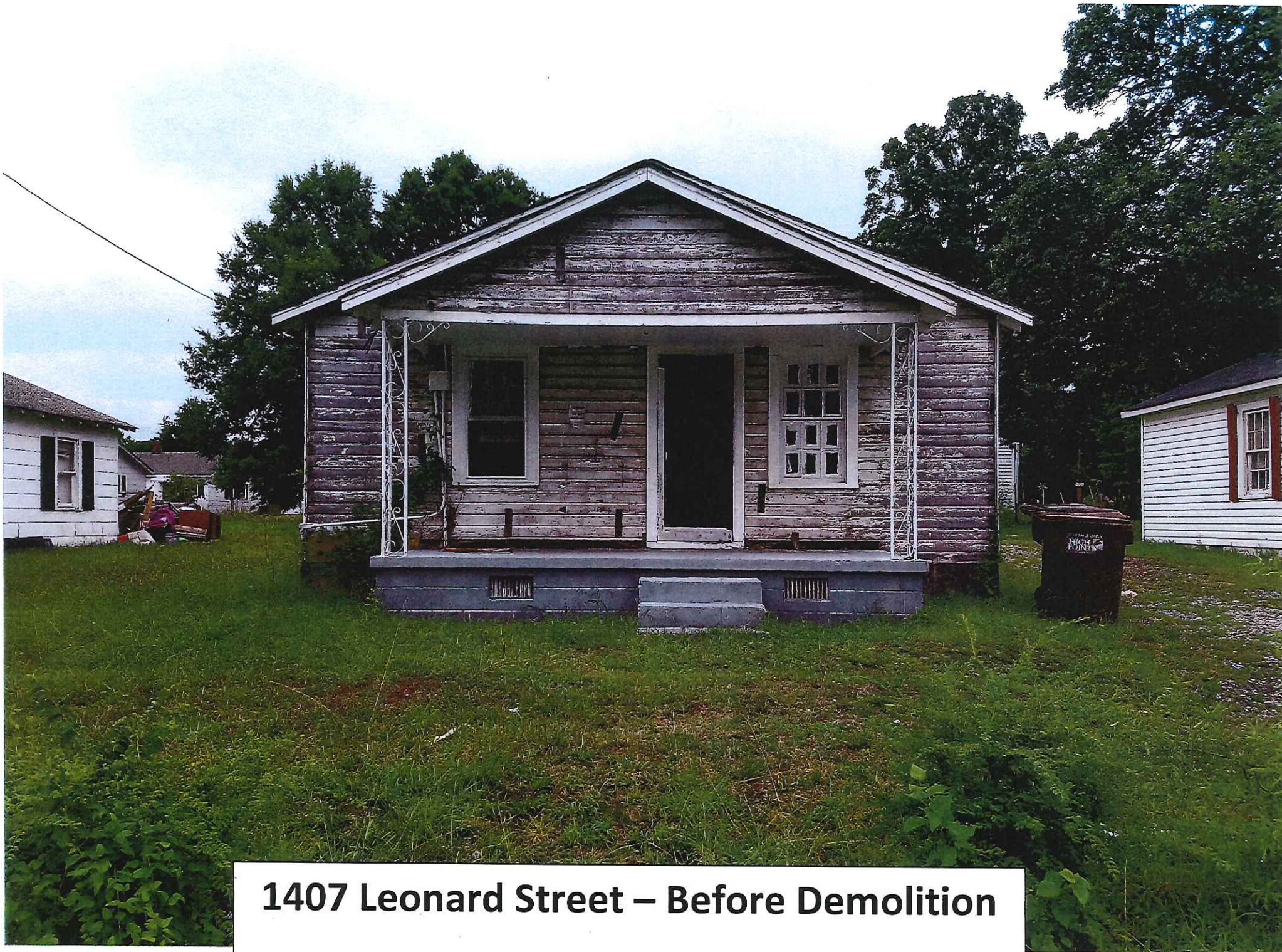
This report serves to summarize Code Enforcement activity for the month of August, 2016. Staff engaged in 116 active minimum housing cases (with an active backlog of 207), 251 public nuisance complaints (351 active public nuisance cases) and collected ?? signs during the month of August. Additionally, we are moving forward with implementing the priorities identified in Council's strategic plan. Our progress towards accomplishing those priorities are summarized below.

Strategic Plan Action Item	Status
Fill vacant code enforcement positions.	Three Local Code Enforcement Officer candidates have been hired and started August 29 th . We now have full time 5 Local Code Enforcement Officers. We are in process of interviewing for the final vacancy. We expect to be fully staffed by the end of September.
Provide training	The Center for Community Progress is scheduled to visit us September 8 th & 9 th as part of the Technical Assistance Scholarship Program. Schedule activities include: • Chris McLaughlin from the UNC School of Government and Tarik Abdelazim from Community Progress will co-facilitate a half-day workshop on tax enforcement and foreclosure systems. • Small group meetings with the Data Team, Operation InAsMuch Planning Team, Open Door Ministries, Say Yes to Education, HPCAV and the HPPD.
Develop & implement a system to calculate ratio of complaint drive vs city initiated calls	Continuing to work with Mark Schroeder to develop reports in Accela.
Develop & implement a communication strategy to both educate the public and invite their participation	Continuing to work with Mark Schroeder to improve public access by creating an "Easy Button" for citizen access to code enforcement data in Accela.

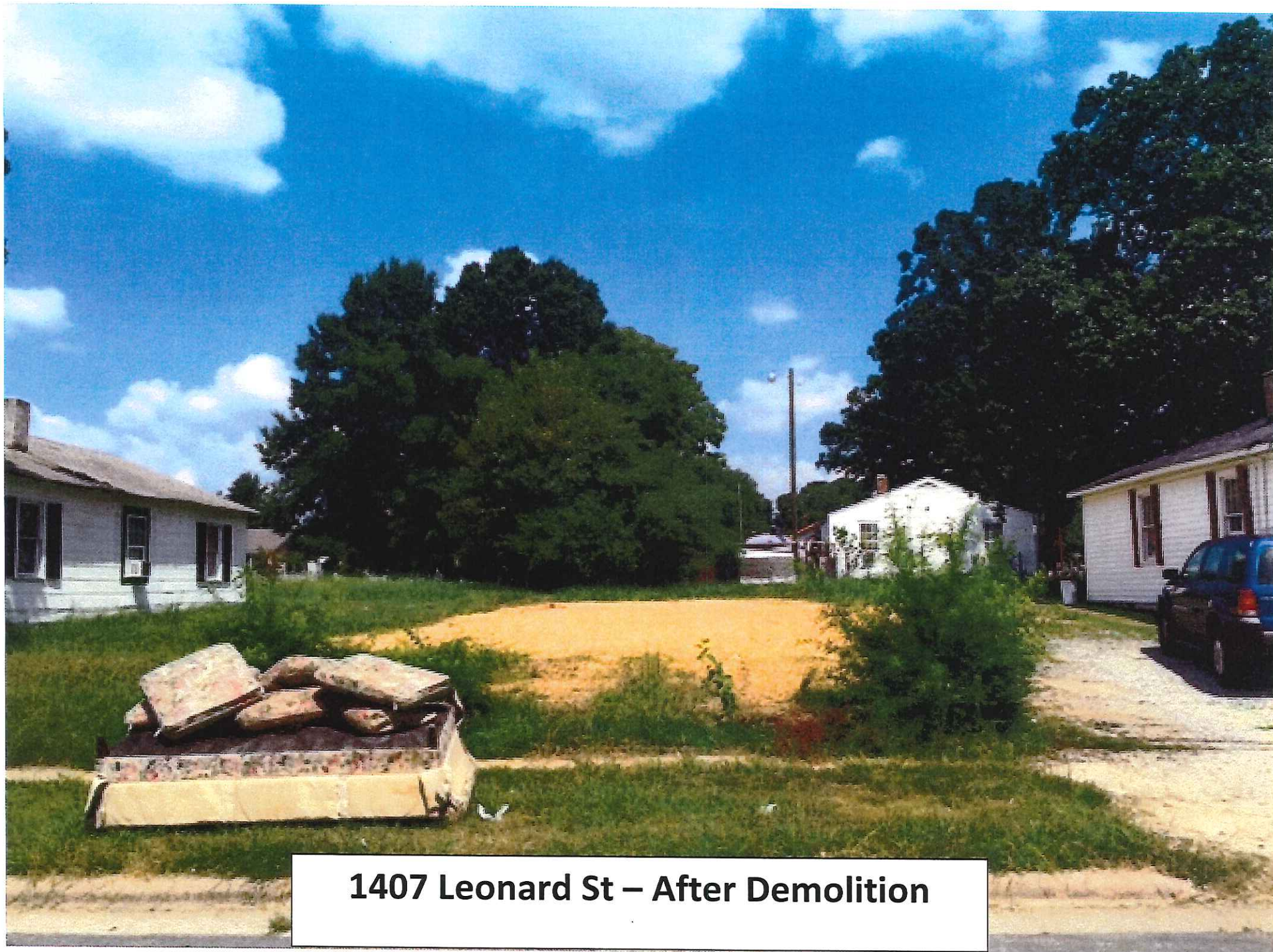
The table below provides a more detailed summary code enforcement activity for the months of June, July and August. Additionally, attached are a representative sample of before and after pictures. We will continue to refine this reporting format as we work more closely with Accela. Please let me know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

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

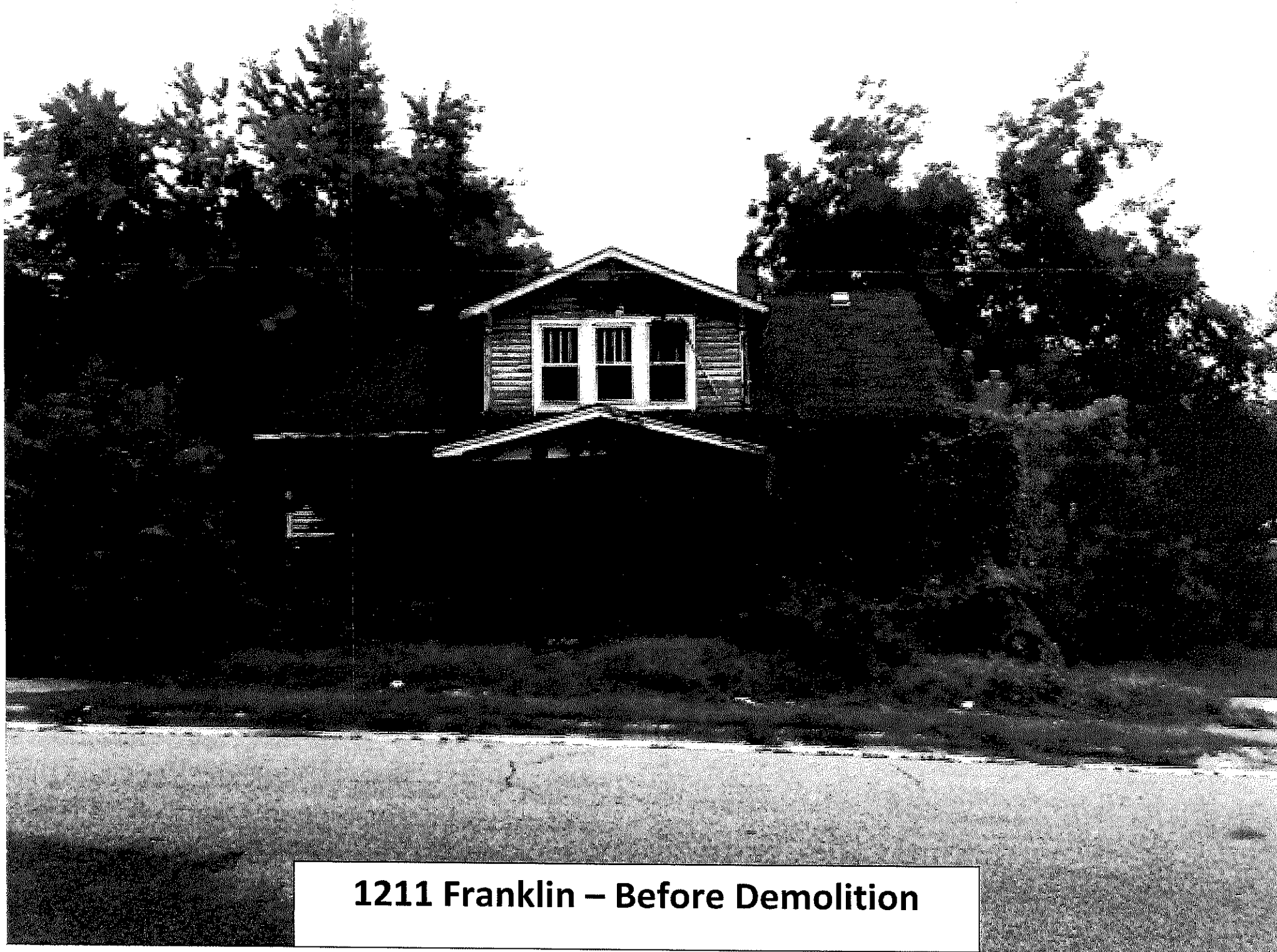
Demolitions



1407 Leonard Street – Before Demolition



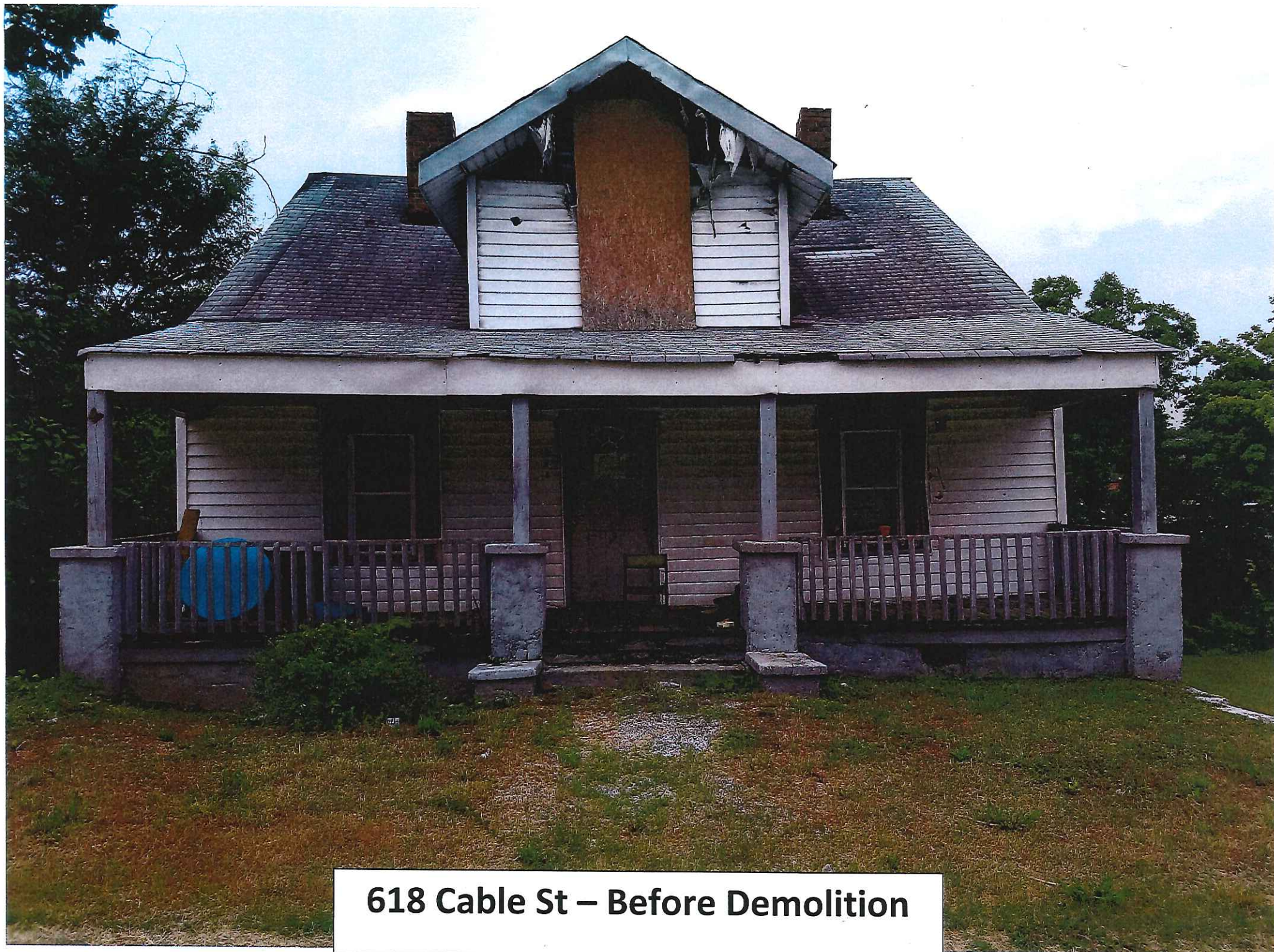
1407 Leonard St – After Demolition



1211 Franklin – Before Demolition



1211 Franklin – After Demolition



618 Cable St – Before Demolition



618 Cable St – After Demolition

Public Nuisance

2016-08-26 10:27:40

2209 Meadowlark Rd – Before

2016-08-26 10:27:25





2209 Meadowlark Rd – After



CITY OF HIGH POINT

AGENDA ITEM



Title: Concrete Foundations-Skeet Club Rd. - Bid #39-092315

From: Garey S. Edwards, Electric Utilities Director

Meeting Date: September 6, 2016

Public Hearing: N/A

Advertising Date /

Advertised By: N/A

Attachments: Attachment A: Graves Foundation Quote

PURPOSE:

To extend the Graves Construction Services Contract to provide for the excavation of dense rock and install utility poles needed for the Skeet Club Road relocation project.

BACKGROUND:

When the Electric Department began the installation of utility poles for the Skeet Club Road relocation project, dense rock formations were encountered. Due to the density of the rock, the city's equipment cannot drill to the proper depth to properly install these poles. Graves Construction Company will have equipment on-site to perform the rock excavation required for complete the installation of the 17 poles needed for this project.

BUDGET IMPACT:

Funds are included in the 2015-16 budget to cover this expense.

RECOMMENDATION / ACTION REQUESTED:

Council is requested to approve change order to the Graves Construction Services contract in the estimated amount of \$200,000.



Darrell Damron

City of High Point NC

High Point NC

Job Location: High Point SC

Skeet Club Road TLine

HOURLY RATE TO DRILL 48" X 15' direct embed holes \$935.00

(4 man crew, Drill Rig, Lo Boy, required Rock Tooling **, Water Truck, Service Truck, Pick Up)

**** All rock teeth that are required to be replaced during drilling will be billed to the customer at cost plus 7%.**

4 HOUR DAILY MINIMUM

1. Access to site by others (to include required matting), access defined as equipment moving under its own power.
2. Structure lay out by others.
3. Permits and licenses by others.
4. Overhead Lines or underground obstructions cleared by others to ensure safe distance for Drill Rig.
5. Utility Locates by Others.
6. Spoils spread on site where applicable or removed by others.
7. Payment terms, 30 days from invoice date.

Graves Const. Services

Tony Wilson Ops Mgr.

If Graves is selected as your sub-contractor, please incorporate this quote into any contract documents relating to work covered by this quote.

CITY OF HIGH POINT

AGENDA ITEM



Title: Resolution of Intent (ROI) for Street Abandonment 16-04
(West Mountain Funding, LLC)

From: Lee Burnette, Planning & Development
Director

Meeting Date: September 6, 2016

Public Hearing: Yes

Advertising Date: Not applicable

Advertised By: N/A

Attachments: A. Resolution of Intent (ROI) for Street Abandonment 16-04
B. Map of right-of-way proposed to be abandoned

PURPOSE:

Approval of a Resolution of Intent that establishes a public hearing date to consider a request by West Mountain Funding, LLC to abandon a portion of the Staton Drive right-of-way, lying west of St. Johns Street.

BACKGROUND:

Resolution of Intent for Street Abandonment 16-04 is enclosed.

BUDGET IMPACT:

There is no budget impact.

RECOMMENDATION / ACTION REQUESTED:

Staff recommends City Council set a public hearing date of Monday, October 3, 2016 to hear this request.

Publish four (4) consecutive weeks: September 9, 16, 23 & 30, 2016

**RESOLUTION OF INTENT TO CONSIDER
STREET ABANDONMENT
(SA16-04)**

WHEREAS, the City Council has been petitioned by West Mountain Funding, LLC to abandon a portion of the Staton Drive right-of-way, lying west of St. Johns Street.

WHEREAS, G.S. 160A-299 requires the Council to first adopt a resolution declaring its intent to abandon the above right-of-way and calling a public hearing on the question;

NOW, THEREFORE BE IT RESOLVED, THAT THE COUNCIL declares its intent to consider the abandonment of the right-of-way above described and sets Monday, October 3, 2016, at 5:30 p.m. as the date for said public hearing before the Council in the Council Chamber of the Municipal Building in High Point.

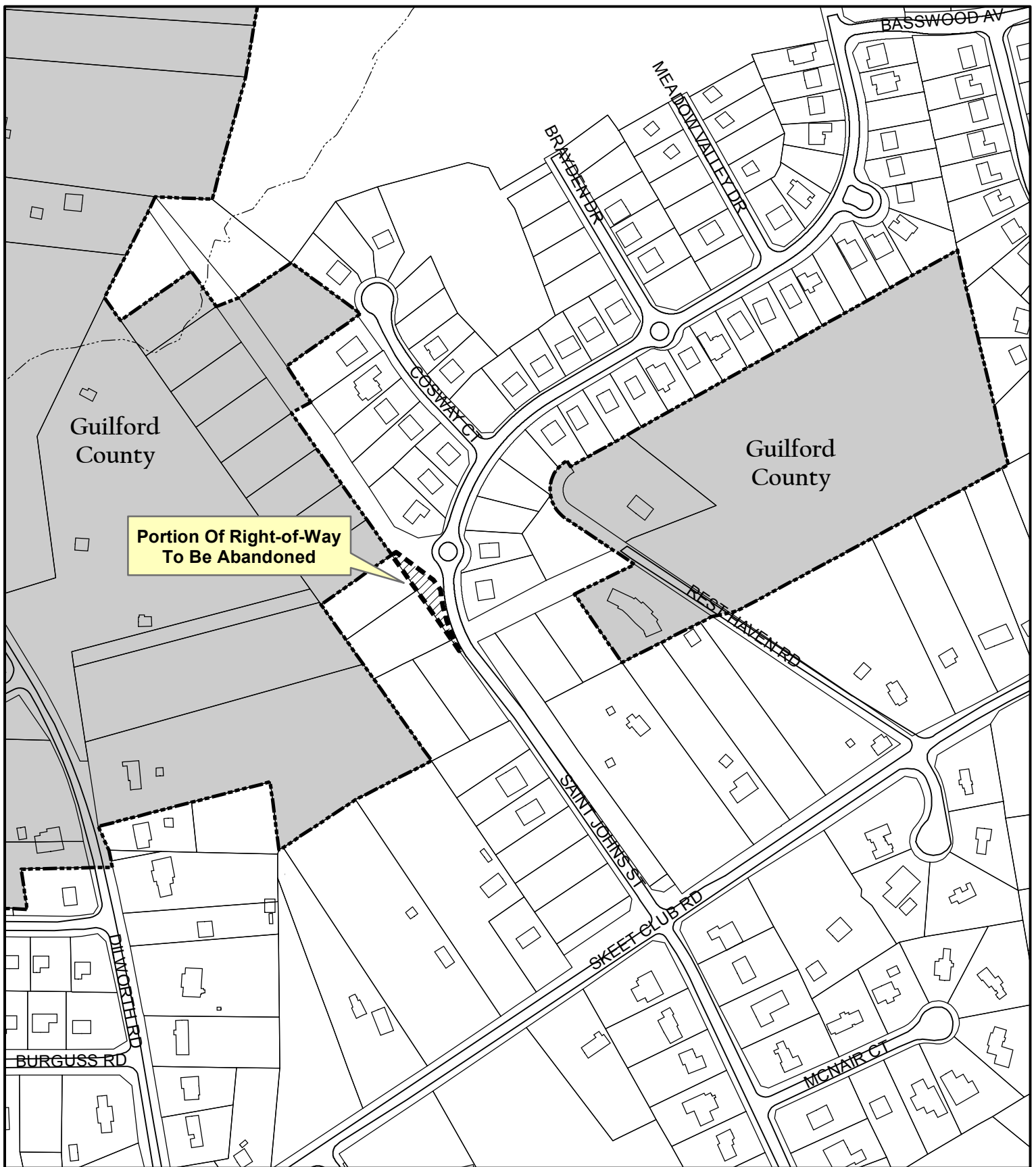
Persons wishing to be heard either for or against the said right-of-way abandonment are asked to be present for the hearing. The meeting facilities of the City of High Point are accessible to people with disabilities. If you need a special accommodation, call (336) 883-3298 or TDD# (336) 883-8517.

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

By Order of the City Council
This the 6th day of September, 2016.

Lisa B. Vierling, City Clerk

Petition Submitted by: West Mountain Funding, LLC



STREET ABANDONMENT SA16-04

Applicant: West Mountain Funding, LLC
Area: 0.190 acres



Location of requested street abandonment

Planning & Development
Department

City of High Point

Date: September 12, 2016



Scale: 1"=300'

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2016/pz/sa16-04.mxd



STREET ABANDONMENT SA16-04

Applicant: West Mountain Funding, LLC
Area: 0.190 acres

 Location of requested street abandonment

**Planning & Development
Department**

City of High Point

Date: September 12, 2016



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

A regular meeting of the City Council of the City of High Point, North Carolina was held in the Council Chambers of the Municipal Building located at 211 South Hamilton Street in High Point, North Carolina, the regular place of meeting, at 5:30 p.m. on September 6, 2016.

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

Absent: None

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

* * * * *

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

**RESOLUTION REPEALING THE UNISSUED BALANCE OF A
GENERAL OBLIGATION REFUNDING BOND ORDER ADOPTED BY
THE CITY COUNCIL ON APRIL 19, 2010**

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

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

(a) An order authorizing \$7,000,000 General Obligation Refunding Bonds for the purpose of refunding all or a portion of the City's outstanding General Obligation Public Improvement Bonds, Series 2005, dated October 1, 2005 (the "Series 2005 Bonds"), and paying certain expenses relating thereto was adopted by the City Council on April 19, 2010, which order has taken effect.

(b) None of said general obligation refunding bonds have heretofore been issued and there remains an authorized and unissued balance of \$7,000,000 of general obligation refunding bonds authorized by said bond order.

(c) The City desires to repeal said bond order as it relates to the authorized and unissued balance of said refunding bonds.

Section 2. The City hereby repeals the bond order adopted by the City Council at its April 19, 2010 meeting as it relates to the \$7,000,000 authorized and unissued balance of the general obligation refunding bonds authorized by said bond order.

Section 3. This resolution shall take effect upon its passage.

Upon motion of Council Member James Davis, seconded by Council Member Latimer Alexander, the foregoing resolution entitled "RESOLUTION REPEALING THE UNISSUED BALANCE OF A GENERAL OBLIGATION REFUNDING BOND ORDER ADOPTED BY THE CITY COUNCIL ON APRIL 19, 2010" was adopted by the following vote:

Ayes: Mayor William S. Bencini, Jr., and Council Members Latimer B. Alexander,

Cynthia Y. Davis, James C. Davis, Jason P. Ewing, Jeffrey J. Golden, Alyce E. Hill,

Christopher Williams, Jay W. Wagner

Noes: None

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

**RESOLUTION REPEALING THE UNISSUED BALANCE OF A
GENERAL OBLIGATION REFUNDING BOND ORDER ADOPTED BY
THE CITY COUNCIL ON APRIL 16, 2012**

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

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

(a) An order authorizing \$30,000,000 General Obligation Refunding Bonds for the purpose of refunding all or a portion of the City's outstanding (i) Water and Sewer Bonds, Series 2003, dated May 1, 2003 (the "Series 2003 Bonds"), (ii) Public Improvement Bonds, Series 2005, dated October 1, 2005 (the "Series 2005 Bonds"), and (iii) Public Improvement Bonds, Series 2006, dated June 1, 2006 (the "Series 2006 Bonds"), and paying certain expenses relating thereto was adopted by the City Council on April 16, 2012, which order has taken effect.

(b) Pursuant to said order and a resolution adopted by the City Council on June 4, 2012, the City has issued its \$15,440,000 General Obligation Refunding Bonds, Series 2012 (the "Series 2012 Bonds") and applied the proceeds thereof to the refunding of a portion of the outstanding Series 2003 Bonds and Series 2005 Bonds.

(c) Pursuant to said order and a resolution adopted by the City Council on April 7, 2014, the City has issued its \$10,100,000 General Obligation Refunding Bonds, Series 2014 (the

“Series 2014 Bonds”) and applied the proceeds thereof to the refunding of a portion of the outstanding Series 2006 Bonds.

(d) After the issuance of the Series 2012 Bonds and the Series 2014, there remains an authorized and unissued balance of \$4,460,000 of general obligation refunding bonds authorized by said bond order.

(e) The City desires to repeal said bond order as it relates to the authorized and unissued balance of said refunding bonds.

Section 2. The City hereby repeals the bond order adopted by the City Council at its April 16, 2012 meeting as it relates to the \$4,460,000 authorized and unissued balance of the general obligation refunding bonds authorized by said bond order.

Section 3. This resolution shall take effect upon its passage.

Upon motion of Council Member James Davis, seconded by Council Member Latimer Alexander, the foregoing resolution entitled “RESOLUTION REPEALING THE UNISSUED BALANCE OF A GENERAL OBLIGATION REFUNDING BOND ORDER ADOPTED BY THE CITY COUNCIL ON APRIL 16, 2012” was adopted by the following vote:

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

Noes: None

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

**RESOLUTION REPEALING THE UNISSUED BALANCE OF A
GENERAL OBLIGATION REFUNDING BOND ORDER ADOPTED BY
THE CITY COUNCIL ON OCTOBER 21, 2013**

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

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

(a) An order authorizing \$15,000,000 General Obligation Refunding Bonds for the purpose of refunding all or a portion of the City’s outstanding General Obligation Refunding

Bonds, Series 2005, dated October 1, 2005 (the "Series 2005 Bonds"), and paying certain expenses relating thereto was adopted by the City Council on October 21, 2013, which order has taken effect.

(b) Pursuant to said order and a resolution adopted by the City Council on November 4, 2013, the City has issued its \$14,475,000 Taxable General Obligation Refunding Bond, Series 2013 (the "Series 2013 Bond") and applied the proceeds thereof to the refunding of a portion of the outstanding Series 2005 Bonds.

(c) After the issuance of the Series 2013 Bond, there remains an authorized and unissued balance of \$525,000 of general obligation refunding bonds authorized by said bond order.

(d) The City desires to repeal said bond order as it relates to the authorized and unissued balance of said refunding bonds.

Section 2. The City hereby repeals the bond order adopted by the City Council at its October 21, 2013 meeting as it relates to the \$525,000 authorized and unissued balance of the general obligation refunding bonds authorized by said bond order.

Section 3. This resolution shall take effect upon its passage.

Upon motion of Council Member James Davis, seconded by Council Member Latimer Alexander, the foregoing resolution entitled "RESOLUTION REPEALING THE UNISSUED BALANCE OF A GENERAL OBLIGATION REFUNDING BOND ORDER ADOPTED BY THE CITY COUNCIL ON OCTOBER 21, 2013" was adopted by the following vote:

Ayes: Mayor William S. Bencini, Jr., and Council Members Latimer B. Alexander,

Cynthia Y. Davis, James C. Davis, Jason P. Ewing, Jeffrey J. Golden, Alyce E. Hill,

Christopher Williams, Jay W. Wagner

Noes: None

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

RESOLUTION MAKING CERTAIN FINDINGS AND DETERMINATIONS AND AUTHORIZING AND RATIFYING THE FILING OF AN APPLICATION WITH THE LOCAL GOVERNMENT COMMISSION IN CONNECTION WITH THE PROPOSED ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS BY THE CITY OF HIGH POINT, NORTH CAROLINA

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

Section 1. The City Council does hereby determine that:

(a) Preliminary analysis has been completed to demonstrate a benefit of refunding a portion of the City's outstanding (i) General Obligation Public Improvement Bonds, Series 2007A, dated November 6, 2007 (the "2007A Bonds"), (ii) General Obligation Public Improvement Bonds, Series 2007B, dated November 7, 2007 (the "2007B Bonds"), and (iii) General Obligation Public Improvement Bonds, Series 2008, dated June 10, 2008 (the "2008 Bonds").

(b) The City Council wishes to commence the procedures for the issuance of not to exceed \$25,000,000 General Obligation Refunding Bonds of the City (the "Bonds") for the purpose of providing funds, together with any other available funds, to refund a portion of the outstanding 2007A Bonds, 2007B Bonds and 2008 Bonds.

(c) The annual audits of the City show the City to be in strict compliance with debt management policies and that the budgetary and fiscal management policies are in compliance with law.

Section 2. The filing by the City of an application with the North Carolina Local Government Commission for approval of the issuance of the Bonds in an aggregate principal amount not to exceed \$25,000,000 is hereby authorized, ratified and approved.

Section 3. The law firm of Womble Carlyle Sandridge & Rice, LLP is hereby appointed to serve, but solely at the pleasure of the City Council, as bond counsel to the City in connection with the issuance of the Bonds.

Section 4. Davenport & Company LLC is hereby appointed to serve, but solely at the pleasure of the City Council, as financial advisor to the City in connection with the issuance of the Bonds.

Section 5. This resolution shall take effect immediately upon its passage.

Thereupon, the resolution entitled "RESOLUTION MAKING CERTAIN FINDINGS AND DETERMINATIONS AND AUTHORIZING AND RATIFYING THE FILING OF AN APPLICATION WITH THE LOCAL GOVERNMENT COMMISSION IN CONNECTION WITH THE PROPOSED ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS BY THE CITY OF HIGH POINT, NORTH CAROLINA" was adopted by the following vote:

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

Noes: None

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

**ORDER AUTHORIZING \$25,000,000 GENERAL OBLIGATION
REFUNDING BONDS**

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

1. That pursuant to The Local Government Bond Act, as amended, the City of High Point, North Carolina, is hereby authorized to contract a debt, in addition to any and all other debt which said City may now or hereafter have power and authority to contract, and in evidence thereof to issue General Obligation Refunding Bonds in an aggregate principal amount not exceeding \$25,000,000 for the purpose of providing funds, together with any other available funds, to (a) refund a portion of the City's outstanding (i) General Obligation Public Improvement Bonds, Series 2007A, dated November 6, 2007, (ii) General Obligation Public Improvement Bonds, Series 2007B, dated November 7, 2007, and (iii) General Obligation Public Improvement Bonds, Series 2008, dated June 10, 2008, and (b) pay certain expenses related thereto.

2. That taxes shall be levied in an amount sufficient to pay the principal of and the interest on said bonds.

3. That a sworn statement of debt of said City has been filed with the City Clerk and is open to public inspection.

4. That this order shall take effect upon adoption.

The City Council thereupon designated the Financial Services Director of the City to make and file with the City Clerk the sworn statement of debt of the City which is required by The Local Government Bond Act, as amended, to be filed after the bond order has been introduced. The City Council also designated the Financial Services Director of the City to file with the City Clerk the statement of total estimated interest which is required by The Local Government Bond Act, as amended, to be filed with the City Clerk at the time the bond order is introduced and further directed the City Clerk to file a copy of such statement with the Local Government Commission.

Thereupon, the Financial Services Director of the City caused to be filed with the City Clerk, in the presence of the City Council, the sworn statement of debt and the statement of total estimated interest as so required.

Thereupon, the order entitled "ORDER AUTHORIZING \$25,000,000 GENERAL OBLIGATION REFUNDING BONDS" was adopted by the following vote:

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

Noes: None

The City Clerk was thereupon directed to publish the aforementioned order, together with the appended statement as required by The Local Government Bond Act, as amended, once in the High Point Enterprise.

* * * * *

I, Lisa B. Vierling, City Clerk of the City of High Point, North Carolina, DO HEREBY CERTIFY that the foregoing is a true copy of so much of the proceedings of the City Council of said City at a regular meeting held on September 6, 2016, as relates in any way to the introduction and adoption of a resolution and bond order authorizing the issuance of general obligation refunding bonds of said City and the filing of a sworn statement of debt and a statement of total estimated interest of said City and that said proceedings are recorded in the minutes of said City Council.

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

WITNESS my hand and the official seal of said City this 6th day of September, 2016.



Lisa B. Vierling, City Clerk

**HIGH POINT CITY COUNCIL
REGULAR MEETING
COUNCIL CHAMBERS – HIGH POINT MUNICIPAL BUILDING
August 15, 2016 – 5:30 P.M.**

ROLL CALL, PRAYER, AND PLEDGE OF ALLEGIANCE

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

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

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

Absent: *Council Members: James C. Davis (Ward 5)*

RECOGNITIONS AND PRESENTATIONS

Prior to the start of the meeting Mayor Bencini called on Assistant City Manager Randy Hemann to make an introduction. Mr. Hemann introduced the city's newest employee in the Building Inspections Department, Reggie Hucks. Mr. Hucks is the new Building Inspections Director who will be replacing Ed Brown who will soon be retiring. Mr. Hucks comes to us from the Brunswick County/New Hanover area. We welcome Reggie to High Point!

160245 **American Landmark Award Recipient - Arnold Koonce/City Lake Dam**
Presentation of award from the American Water Works Association recognizing the Arnold Koonce/City Lake Dam as the recipient of the American Landmark Award.

Mr. Terry Houk, Director of Public Services, introduced Ms. Angela Lee with Charlotte Water and Chair Elect of the American Water Works Association WEA Board of Trustees who presented a bronze plaque to Mayor Bencini which is to be mounted at the Arnold Koonce/City Lake Dam. Ms. Lee expressed congratulations on behalf of the board to the city as the 2016 recipient of this award. Ms. Lee explained that this award is to recognize and preserve a Water Landmark at least 50 years old and has had a direct and significant relationship with water supply, treatment, distribution or technological development. The Arnold Koonce/City Lake Dam is 88 years old. It was designed in 1926 and took three years to build. It covers a drainage area of 60 square miles and 1.2 billion gallons of water. It remains the primary drinking water source for the City of High Point and is used by thousands of visitors each year.

160262 Resolution of Appreciation - Police Chaplains Program

Members of the High Point Police Chaplains Program will be in attendance to receive a Resolution expressing the City's appreciation for their support of the Police Department and community over the past 30 years.

Note: A copy of the Resolution will be attached in Legistar as a permanent part of these proceedings.

Mayor Bencini read into the record a Resolution recognizing the High Point Police Chaplains Program. Police Chief Kenneth Shultz, and Police Chaplains Riley Puckett, John Vernon and Paul Coates were in attendance. (Chaplain Sherman Mason could not attend the meeting). Riley Puckett, one of the founding Chaplains under the leadership of former Police Chief John Faircloth (now an NC House Representative), accepted the Resolution from Mayor Bencini on behalf of the Chaplains.

160274 Closed Session of City Council

Pursuant to N.C. General Statute 143-318.11(a)(3) (Attorney-Client Privilege) the City Council adjourned to go into a Closed Session.

At 5:40 p.m., Council Member Alexander moved to go into a Closed Session, seconded by Council Member Jason Ewing, for the purpose of preserving the attorney-client privilege regarding Administrative procedures. The motion carried unanimously by an 8-0 vote. [Council Member J. Davis was absent]

Mayor Bencini called the meeting to order at 5:40 p.m. and advised the purpose of the meeting was to preserve the attorney-client privilege and discuss administrative procedures.

Upon reconvening into Open Session at 5:54 p.m. Mayor Bencini announced that the Ordinance for demolitions will be sent to the Community Housing and Neighborhood Development Committee for review.

CONSENT AGENDA ITEMS

In the absence of Chairman J. Davis, Council Member C. Davis chaired the Finance Committee and reported that the Committee met on August 10th and recommended approval of the following matters under the Consent Agenda.

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

FINANCE COMMITTEE - Council Member J. Davis, Chair*Committee Members: J. Davis, C. Davis, Alexander and Hill (Committee Chair J. Davis was absent)***160246 Contract - North Main Street Underground Utilities**

Council is requested to award contract for Bid No. 67 to Yates Construction Company, Inc. in the amount of \$5,577,460.75 for the North Main Street Underground Utilities project.

Council Member C Davis stated that during the Finance Committee meeting on August 10th, the committee recommended that staff look at cost savings on this project where time is of the utmost importance.

Approved contract with Yates Construction Company in the amount of \$5,577,460.75 for the North Main Street Underground Utilities project.

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

160247 Contract - Tandem Axle Dump Truck

Council is requested to award contract for the purchase of a Tandem Axle Dump Truck from Transource in the amount of \$137,029.43 for use at the Ingleside Compost facility.

Approved contract with Transource for the purchase of a Tandem Axle Dump Truck in the amount of \$137,029.43.

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

160248 Lease Amendment - High Point Theatre/International Market Center - HVAC

Council is requested to approve an amendment to the original lease agreement between the High Point Theatre and the International Market Centers for the HVAC usage by the Theatre.

Approved lease amendment to the lease agreement between the High Point Theatre and the International Market Center (IMC) for the HVAC usage by the Theatre.

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

160249 Resolution - Condemnation - 1330 Kersey Valley Road

Council is requested to adopt a Resolution authorizing condemnation of property located at 1330 Kersey Valley Road belonging to Stanton Edward Yarborough et ux. Property is needed for the Kersey Valley Landfill Electric Line project.

Adopted Resolution authorizing the City Attorney's office to institute civil proceedings to condemn property located at 1330 Kersey Valley Road belonging to Stanton Edward Yarborough et ux in connection with the Kersey Valley Landfill Electric Line project.

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

**Resolution No. 1635/16-35
Introduced 8/15/2016; Adopted 8/5/2016
Resolution Book, Vol. XIX, Page 105**

160250 Resolution - Condemnation - 1303 Kersey Valley Road

Council is requested to adopt a Resolution authorizing condemnation of property located at 1303 Kersey Valley Road belonging to Tony E. Yarborough, et al. Property is needed for the Kersey Valley Landfill Electric Line project.

Adopted Resolution authorizing the City Attorney's office to institute civil proceedings to condemn property located at 1303 Kersey Valley Road belonging to Tony E. Yarborough, et al in connection with the Kersey Valley Landfill Electric Line project.

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

**Resolution No. 1636/16-36
Introduced 8/15/2016; Adopted 8/5/2016
Resolution Book, Vol. XIX, Page 106**

160251 Report of Surplus Equipment Disposal

Council is requested to acknowledge receipt of the report of the sale of surplus equipment in fiscal year 2015-2016 as required by the City of High Point Purchasing Policies and Procedures Manual.

Acknowledged receipt of report of surplus equipment disposal as required by the Purchasing Policies and Procedures Manual.

A motion was made by Council Member C. Davis, seconded by Council Member Alexander, that Council acknowledge receipt of this report. The motion PASSED by an 8-0 unanimous vote. [Council Member J. Davis was absent]

REGULAR AGENDA ITEMS

COMMUNITY HOUSING & NEIGHBORHOOD DEVELOPMENT

COMMITTEE - Mayor Pro Tem Golden, Chair

Committee Members: Golden, Alexander, Ewing, & Williams (All were present)

160252 Ordinance - Demolition of Dwelling - 1510 Lake Village Drive

Council is requested to adopt an ordinance ordering the inspector to effectuate the demolition of a dwelling located at 1510 Lake Village Drive belonging to James R. Dobson, Jr.

Lori Loosemore, Local Codes Enforcement Supervisor, provided an update on the staff report which is hereby attached in Legistar as a permanent part of these proceedings.

Ms. Loosemore reported that the original inspection on this property was made on June 14, 2013. A Lis Pendens was recorded on August 12, 2013 and the property has remained vacant since the expiration date of the Order to Repair or Demolish Notice.

Mr. James Dobson, Jr., property owner of record, addressed City Council and stated he would like to request an extension of time on this demolition as he wasn't aware of the city's intent until a couple of weeks ago. This property is part of a 10-acre tract of land with twelve houses. He is currently working with GTCC to have the property burned as a part of their fire training program.

Adopted Ordinance ordering the Inspector to effectuate the demolition of a dwelling located at 1510 Lake Village Drive.

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

Ordinance No. 7231/16-51

Introduce Date: 8/15/16 Adopted Date: 8/15/16

Ordinance Book Vol. XIX, Page 114

160253 Ordinance - Demolition of Dwelling - 1512 Lake Village Drive

Council is requested to adopt an ordinance ordering the inspector to effectuate the demolition of a dwelling located at 1512 Lake Village Drive belonging to James R. Dobson, Jr.

Lori Loosemore, Local Codes Enforcement Supervisor, provided an update on the staff report which is hereby attached in Legistar as a permanent part of these proceedings.

Mayor Pro Tem Golden asked Mr. Dobson if the information is the same as the property located at 1510 Lake Village Drive. He stated that it was and he is also in contact with the GTCC fire chief on burning of this property.

Mayor Pro Tem Golden asked what would happen if the property is burned before it can be demolished.

Mike Levins, Assistant Fire Chief with the High Point Fire Department, informed City Council that the structures will need to be inspected by the fire department to ensure they are viable for burning. The Fire Department doesn't burn structures just to burn them. They need to meet the requirements of a training opportunity. Once a property is burned it is turned back over to the property owner to finish the demolition work. Everything has to be done through the full demolition process the city requires.

Council Member Alexander pointed out there is a lot of vegetation around these properties that would need to be cleared before anything could be done.

Adopted Ordinance ordering the Inspector to effectuate the demolition of a dwelling located at 1512 Lake Village Drive.

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

Ordinance No. 7232/16-52

Introduce Date: 8/15/16 Adopted Date: 8/15/16

Ordinance Book Vol. XIX, Page 115

160254

Ordinance - Demolition of Dwelling - 522 White Oak Street

Council is requested to adopt an ordinance ordering the inspector to effectuate the demolition of a dwelling located at 522 White Oak Street belonging to Janusz Glazowski.

Lori Loosemore, Local Codes Enforcement Supervisor, provided an update on the staff report which is hereby attached in Legistar as a permanent part of these proceedings.

Ms. Loosemore stated that she did speak to the property owner who advised they could not be in attendance. Permission was granted for code enforcement to enter the property to get pictures. Owner gave no indication as to whether he intended to make repairs to the property.

Adopted Ordinance ordering the Inspector to effectuate the demolition of a dwelling located at 522 White Oak Street.

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

Ordinance No. 7233/16-53

Introduce Date: 8/15/16 Adopted Date: 8/15/16

Ordinance Book Vol. XIX, Page 116

Pending Items

160213

Ordinance - Demolition of Dwelling - 1015 Washington Street

Council is requested to adopt an ordinance ordering the inspector to effectuate the demolition of a dwelling locate at 1015 Washington Street, belonging to Betty T. Phillips. **This item was discussed at the July 18th City Council meeting and postponed to the August 15th meeting.**

Motion was made by Mayor Pro Golden, seconded by Council Member C Davis to remove this item from the pending list for discussion at tonight's meeting. Motion passed unanimously. [Council Member J Davis was absent]

Lorie Loosemore, Local Codes Enforcement Supervisor, updated City Council on this matter and reported that to date no permits have been pulled to begin renovations/repairs to this property. She reported that she did speak to Mr. Phillips last week and read a letter into the record that she received from him stating that he could not be in attendance for tonight's meeting and was requesting that this item be delayed until a future meeting. (Copy of letter will be attached in Legistar as a permanent part of these proceedings.)

Mr. George Marquez, of 1230 Redding Drive, addressed City Council in the absence of Mr. Phillips. Mr. Marquez had a copy of the blueprints prepared for the property and reported that Mr. Phillips does plan to repair the property. He is in the process of meeting with a general contractor to review the drawings and apply for the necessary permits. He does intend to do the repairs but needs an opportunity/extension of time to complete his part.

Council Member C Davis stated that City Council had extended time to Mr. Phillips at the last Council meeting and that is why it is being voted on today.

Adopted ordinance ordering the Inspector to effectuate the demolition of the structure located at 1015 Washington Drive.

Motion by Mayor Pro Tem Golden, seconded by Council Member Williams that the Ordinance be adopted. The motion PASSED on an 8-0 unanimous vote. [Council Member J Davis was absent]

Ordinance No. 7234/16-54

Introduce Date: 8/15/16 Adopted Date: 8/15/16

Ordinance Book Vol. XIX, Page 117

160214

Ordinance - Demolition of Dwelling - 913 Carter Street

Council is requested to adopt an ordinance ordering the inspector to effectuate the demolition of a dwelling locate at 913 Carter Street, belonging to Lecia L. Christian. **This item was discussed at the July 18th City Council meeting and postponed to the August 15th meeting. Issued on 8/12.**

Motion was made by Mayor Pro Tem Golden, seconded by Council Member C Davis to remove this item from the pending list for discussion at tonight's meeting. Motion passed unanimously. [Council Member J Davis was absent]

Lori Loosemore, Local Codes Enforcement Supervisor, reported to City Council that on August 12, 2016 the homeowner was issued a building permit and also provided the plumbing and electrical contractors needed to do the work on this property.

Council Member Alexander asked if any inspections had been requested. Lori stated that there had been none as of today.

Attorney JoAnne Carlyle stated that the minutes of the last meeting said the extension of time was given to provide time for the home owner to secure a general licensed contractor. She asked if a copy of this contract had been presented to the Inspections Department.

Ms. Loosemore stated that due to the amount of repairs estimated to be done is under \$30,000.00 the homeowner could request the permits and a general contractor was not required.

Ms. Lecia Christian, homeowner, addressed City Council and asked where she should go from here.

Council Member Alexander asked Ms. Loosemore if Council should leave this matter in pending for 30 more days. She agreed with this recommendation.

Returned matter to the Pending list for 30 additional days to receive report from Inspections office on progress of repairs.

A motion was made by Mayor Pro Tem Golden, seconded by Council Member Williams, to defer action on this ordinance and leave it on the Pending List for 30 additional days to receive report from the Inspections office on progress of the repairs. The motion PASSED by a unanimous 8-0 vote. [Council Member J Davis was absent]

PROSPERITY & LIVABILITY COMMITTEE - Council Member Ewing, Chair
Committee Members: Ewing, Hill, Wagner & Williams (All were present)

160255 Policy to Allow Enhancement of City Streets, Intersections, Alleys, and Cul-de-Sacs

The Prosperity & Livability Committee met on Wednesday, August 3rd and recommended that Council adopt a policy to Allow Enhancement of City Streets, Intersections, Alleys, and Cul-de-Sacs.

Chair Jay Wagner shared with Council that this is an idea he took from a “Smart Cities” Conference that he attended last year in Portland, OR. It is a way to energize the community without spending money. He presented a PowerPoint presentation showing street designs painted by neighborhood residents as well as ideas for other neighborhood enhancements such as a free neighborhood library, newspaper stand/bulletin board and a free coffee bar. (Copy of PowerPoint will be attached in Legistar as a permanent part of these proceedings.) Portland has about 100 painted intersections and has found that this creates the opportunity for people to come together to build neighborhoods. You get to meet your neighbors and get to know them as you work together to create the design and then paint the design on your street. They have seen a drop in crime in neighborhoods where this is done and in many instances, home prices have increased.

Chair Wagner explained that for a neighborhood to “paint” an intersection, 75% of the homeowners will need to sign the petition. The City’s transportation department will accept the petition and process the application for approval. Residents can only use flat paint on the streets and no words or symbols can be used in the drawings.

Council Member C. Davis stated that she thought this was a good idea, but not in every neighborhood. The Arts District would be more appropriate. Her concerns are: safety, enforcement, and real estate. What happens when neighbors move out and new residents use the wrong type of paint. The storm water could be contaminated. More information is needed. From the safety aspect - gang activity. A gang could decide to design a sunshine or something else to advertise what is available in the neighborhood. The library is a good idea but there is concern about gang’s posting things on the board or placing items inside books. Enforcement – We create a gathering place and the police can’t enforce gathering sites. Real Estate – Council Member J. Davis passed along to her his concerns about property values going down, not up. This looks like a great idea but again, not for every neighborhood. This could liven up the Arts District that we want create so citizens and visitors would know the boundaries of the district.

Council Member Williams stated that he, too, originally had concerns about the gang elements. However, after discussing with staff members his reservations were resolved as he was assured the police gang unit will monitor these areas and he felt comfortable approving this policy.

Adopted policy to Allow Enhancement of City Streets, Intersections, Alleys, and Cul-de-Sacs effective August 15, 2016.

Motion was made by Council Member Ewing, seconded by Council Member Wagner to approve this Policy. Motion PASSED on a 7-1 vote as follows:

Aye (7): Council Member Hill, Council Member Williams, Council Member Ewing, Council Member Wagner, Mayor Pro Tem Golden, Mayor Bencini, and Council Member Alexander
Nay (1): Council Member C. Davis
Absent (1) Council Member J. Davis

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

160256 Resolution of Intent - Street Abandonment 16-03

Approval of a Resolution of Intent that establishes a public hearing date of Monday, September 19, 2016 at 5:30 p.m. to consider a request by World Relief Corporation of National Association of Evangelicals to abandon the western 295 feet of the Everett Lane right-of-way, lying west of Kennedy Avenue.

Adopted a Resolution of Intent establishing a public hearing date of Monday, September 16, 2016 at 5:30 p.m. to consider a request by World Relief Corporation of National Association of Evangelicals to abandon the western 295 feet of the Everett Lane right-of-way, lying west of Kennedy Avenue.

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

**Resolution No. 1637/16-37
Introduced 8/15/2016; Adopted 8/17/2016
Resolution Book, Vol. XIX, Page 107**

PUBLIC HEARINGS – Planning & Development Committee

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

A request by High Point University to abandon the eastern portion (approximately 72 feet) of the North Avenue right-of-way. The portion of North

Avenue to be abandoned is lying west of N. Centennial Street. **The petitioner is requested that this matter be withdrawn from consideration.**

Chair Wagner confirmed with the petitioner that it is the desire of HPU to withdraw the request for the street abandonment. Barry Kitley, representative from HPU, stated they believe the street needs to be closed, but because of lack of support from the Planning and Zoning Commission, they are requesting that it be withdrawn.

Chair Wagner made a motion to withdraw this matter from the agenda. Council Member C. Davis seconded the motion.

Council Member Williams then made a SUBSTITUTE motion to table this matter to get more information. Council Member Golden seconded the SUBSTITUTE motion.

Council Member Williams stated that he had heard from several of the residents that they would like to have the street closed, so he is asking that it be tabled to receive more information from staff.

Council Member Hill asked if there were consequences to this process. City Attorney JoAnne Carlyle stated this is more of an acknowledgement. The legal authority for this decision is with City Council.

Council Member Alexander asked if Council votes to withdraw this item from the Agenda would there be a time limit for the applicant to bring the matter back. Lee Burnette, Director of Planning, confirmed there was not a waiting period.

Mayor Bencini stated that if the petitioner desires to move forward and has the support of the neighborhood, then they should start over with the Planning and Zoning Commission.

Council Member C. Davis stated that she is voting against the motion because several of the homeowners had contacted her to say they were excited that HPU was interested in purchasing their properties; however, the sale was contingent upon the approval of the street closing. She stated that she did not see a safety issue with the street remaining open and that the P & Z Commission had done their job twice as commissioned by City Council. She felt the motion clearly says that we do not trust the body to do the task.

Deferred action on this matter to receive more information.

A substitute motion was made by Council Member Williams, seconded by Mayor Pro Tem Golden, that this matter be deferred. The SUBSTITUTE motion PASSED by a 6-2 vote as follows:

Aye (6):	Council Member Hill, Council Member Williams, Council Member Ewing, Council Member Wagner, Mayor Pro Tem Golden, Mayor Bencini
Nay (2):	Council Members Alexander and C. Davis

Absent (1) Council Member J. Davis

160258 Ordinance - City of High Point - Zoning Map Amendment 16-15

A request by the City Council to rezone 81 properties totaling approximately 3,500 acres to implement the new Development Ordinance that goes into effect on January 1, 2017.

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

This is a request by the High Point City Council to rezone 81 properties totaling approximately 3500 acres to implement the new Development Ordinance that goes into effect on January 1, 2017.

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

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

However, there are some instances where a rezoning of a property to a new zoning district is required. For example, the Public and Institutional (PI) district under the old Development Ordinance was split into the Institutional (I) and the Parks and Natural Resources (PNR) district.

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

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

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

The proposed zoning map amendments are consistent with and supported by the City's adopted plans, especially the Land Use Plan and the Core City Plan and they are necessary to implement the new Development Ordinance and make the current use of each of the properties a conforming use in the new Development Ordinance.

Staff recommends approval of the zoning map amendments and the Planning and Zoning Commission met on July 26th and recommended approval of these amendments along with the change as shown on Map 8A by a vote of 8 to 0. Following the staff report by Ms. Galanti, Chair Wagner, opened the public hearing.

Ms. Patricia Elrod, of 1518 Valley Ridge Drive, addressed Council. The back portion of Ms. Elrod's property joins the Blair Park Golf Municipal Golf Course and she inquired as to how this new zoning will affect her property. Staff assured her it would not affect her property in any way. The golf course will remain a golf course.

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

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

A motion was made by Council Member Wagner, seconded by Council Member Ewing to adopt the Zoning Map amendments. The motion PASSED by an 8-0 unanimous vote. [Council Member J. Davis was absent]

Council Member C Davis stated that she had received calls about the new zoning district for the school system. Many do not like the new zoning district and would like for it to stay in an Institutional zoning district so schools can be identified more clearly on the maps.

Ordinance No. 7235/16-55

Introduce Date: 8/15/16 Adopted Date: 8/15/16

Ordinance Book Vol. XIX, Page 118

GENERAL BUSINESS AGENDA

160259 Resolution - City Council Standing Committees Assignments

Council is requested to approve the amendment to the Standing Committee Assignments of City Council to add the Mayor and Mayor Pro Tem to serve on an as-needed basis when a quorum will not be present.

Council Member C Davis advised that she could not support this Resolution. She stated there has never been a need for this by previous City Councils; she has been attending meetings for several years and never has this been a problem. She pointed out other members of council attend meetings and can be used if a substitute is needed. She suggested if someone has an attendance problem, then it

might be possible to assign someone else to the standing committee who is interested in serving.

Adopted Resolution Amending Council Standing Committee assignments to add Mayor and Mayor Pro Tem to serve on all Council standing committees on an as needed basis when a quorum is not present.

A motion was made by Council Member Alexander, seconded by Council Member Ewing, to adopt the Resolution amending the Council Standing Committee assignments. The motion PASSED by a 7-1 vote as follows:

Aye (7): Council Member Hill, Council Member Williams, Council Member Ewing, Council Member Wagner, Mayor Pro Tem Golden, Mayor Bencini, and Council Member Alexander
Nay (1): Council Member C. Davis
Absent (1) Council Member J. Davis

Resolution No. 1638/16-38

Introduce Date 8/15/2016; Adopted Date 8/15/2016

Resolution Book, Vol. XIX, Page 108

160260

Change in City Council Meeting Schedule

Consideration in a change in the City Council Regular Meeting Schedule to reschedule/cancel the following Regular Council Meetings:

Monday, September 5th (Labor Day Holiday) reschedule to Tuesday, September 6th at 5:30 p.m.

Monday, January 2, 2017 (New Year's Day Holiday) No Meetings that week

Monday, January 16, 2017 (MLK Holiday) reschedule to Tuesday, January 17th at 5:30 p.m.

Approved changes to the City Council Regular Meeting Schedule.

A motion was made by Council Member Alexander, seconded by Council Member C Davis to amend the City Council Meeting Schedule. The motion PASSED on a unanimous 8-1 vote. [Council Member J. Davis was absent]

160263

Appointment – Planning & Zoning Commission – Keith McInnis

Council is requested to confirm the appointment of Keith McInnis, Sr. to the Planning & Zoning Commission as Council Member Williams Ward 2 appointment. Mr. McInnis will be filling the unexpired term of Ed Squires who resigned because of moving to another state. This appointment is effective immediately and will expire July 1, 2018.

Council Member Latimer Alexander moved to suspend the rules to place this matter on the agenda for consideration. Council Member Ewing made second, which carried unanimously.

Council Member Williams stated that he had spoken with Mr. McInnis and he is interested in serving and feels he will be a good fit for the Commission.

Council Member C Davis stated that when Mr. McInnis was previously on the Planning and Zoning Commission, he was removed because he could not attend the meetings.

Council Member Williams informed Council that Mr. McInnis has changed his schedule and most of his coaching activities are now more weekend based and he would be able to attend meetings.

Council Member Williams MOVED to APPROVE the appointment of Keith McInnis, Sr. to the Planning & Zoning Commission effective immediately and expiring July 1, 2018. Council Member Alexander made a SECOND.

There being no further discussion, the **MOTION CARRIED by a 7-1 vote** as follows:

Aye (7): Council Member Hill, Council Member Williams, Council Member Ewing, Council Member Wagner, Mayor Pro Tem Golden, Mayor Bencini, and Council Member Alexander
Nay (1): Council Member C. Davis
Absent (1) Council Member J. Davis

160261

Minutes to Be Approved

Special Meeting Council (Closed Session); Monday, August 1st @ 5:00 p.m.
Regular Council Meeting; Monday, August 1st @ 5:30 p.m.
Prosperity & Livability Committee Meeting; August 3rd @ 9:00 a.m.

Approved the preceding minutes as submitted.

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

160030

Boards & Commissions - Vacancy Report

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

Note: This information is included for informational purposes only.

ADJOURNMENT

There being no further business to come before Council, the meeting adjourned 6:46 p.m. upon motion duly made by Council Member Alexander and second by Council Member Ewing.

Respectfully Submitted,

William S. Bencini, Jr., Mayor

Attest:

Lisa B. Vierling, City Clerk

CITY OF HIGH POINT

AGENDA ITEM



Title: Wharton-Smith, Inc.
Eastside WWTP Solids Handling Improvements
Change Order 4

From: Terry Houk – Public Services Director

Meeting Date: September 6, 2016

Public Hearing: No

Advertising Date: N/A

Advertised By: N/A

Attachments: Attachment A – Change Order Documents

PURPOSE:

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

The City has prepurchased the centrifuges, cake pumps, and incinerator under separate bids. This project will install all the new equipment and any additional required equipment to make the new solids handling system operational.

BACKGROUND:

Disposal of biosolids during the construction period by the contractor is a requirement of the project. This change order is for additional quantities of biosolids that were required to be processed during the project. It was anticipated that the majority of this disposal would be accomplished with City forces and equipment; however, due to State law, we are required to contract out these services. Funds were budgeted in operating accounts initially for these services that now must be contracted out.

BUDGET IMPACT:

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

RECOMMENDATION / ACTION REQUESTED:

Public Services is recommending that Council approve Change Order 4 to Wharton - Smith, Inc. for \$759,613.23.

Change Order

No. 4

Date of Issuance: August 5, 2016

Effective Date: August 5, 2016

Project: Eastside WWTP Solids Handling Improvements	Owner: City of High Point	Owner's Contract No.: Bid No. 13-121014
Contract: Eastside WWTP Solids Handling Improvements	Date of Contract: January 29, 2015	
Contractor: Wharton-Smith, Inc.	Engineer's Project No.: 3460-014	

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Additional quantity of solids processing / hauling above the quantity stipulated in the Contract Documents.

Attachments (list documents supporting change):

Summary of additional solids processing / hauling quantities and costs.

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$8,847,850.00

[Increase] [Decrease] from previously approved
Change Orders No. 0 to No. 3:

\$550,619.41

Contract Price prior to this Change Order:

\$9,398,469.41

Increase of this Change Order:

\$759,613.23

Contract Price incorporating this Change Order:

\$10,158,082.64

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☒ Calendar days

Substantial completion (days or date): February 25, 2016

Ready for final payment (days or date): March 26, 2016

[Increase] [Decrease] from previously approved Change Orders
No. 0 to No. 3:

Substantial completion (days): 109

Ready for final payment (days): 109

Contract Times prior to this Change Order:

Substantial completion (days or date): June 13, 2016

Ready for final payment (days or date): July 13, 2016

Increase of this Change Order:

Substantial completion (days or date): 0

Ready for final payment (days or date): 0

Contract Times with all approved Change Orders:

Substantial completion (days or date): June 13, 2016

Ready for final payment (days or date): July 13, 2016

SUMMARY OF ADDITIONAL SOLIDS PROCESSING / HAULING QUANTITIES AND COSTS

Original Contract Quantity and Unit Rates

Contractual Processing Rate (Cost per Dry Ton)	\$240.00
Contractual Hauling Rate (Cost per Dry Ton)	\$270.00
Contractual Quantity of Dry Tons	4035.00
Dry Tons Processed and Hauled thru 4/1/16	4385.75
Contract Overage in Dry Tons	350.75

COST FOR OVERAGE AT CONTRACT RATES FROM NTP THRU 4/1/16

	WS billings @ CURRENT Rate		
	Dry Ton Totals	Unit \$ (Dry Ton)	WS Bills to Owner
Dewatering	350.75	\$240	\$84,180.00
Hauling	350.75	\$270.00	\$94,702.50
			\$178,882.50

Processing and Hauling from 4/4/16 thru 6/2/16

After the original contract quantity was expended, the Contractor was allowed to increase the hauling rate due to longer haul distances. The original landfills had stopped accepting biosolids from the Eastside WWTP, and the Contractor was hauling to landfills that were further away. The revised haul rate was established as **\$410.60 per DRY TON**. The quantity processed and hauled during this period was **733.63 DRY TONS**.

COSTS FOR DRY TONS PROCESSED AND HAULED FOR PERIOD 4/4/16-6/2/16

	WS billings @ PROPOSED Rate		
	Dry Ton Totals	Unit \$ (Dry Ton)	WS Bills to Owner
Dewatering	733.63	\$240	\$176,071.20
Hauling	733.63	\$410.60	\$301,228.48
			\$477,299.68

Hauling from 6/6/16 thru 6/24/16

Beginning 6/6/16, the Owner performed solids processing and the Contractor continued hauling. Since the Owner was performing the processing, the Contractor requested to be paid on a **WET TON** basis. The quantity hauled during this period was **949.17 WET TONS**.

COSTS FOR WET TONS HAULED FOR PERIOD 6/6/16 thru 6/24/16

	WS billings @ PROPOSED Rate		
	Wet Ton Totals	Unit \$ (Wet Ton)	WS Bills to Owner
Dewatering	BY CITY	BY CITY	BY CITY
Hauling	949.17	\$108.97	\$103,431.05
			\$103,431.05

TOTAL ADDITIONAL COSTS FOR SOLIDS PROCESSING AND HAULING

\$759,613.23

CITY OF HIGH POINT

AGENDA ITEM

**Title: Professional Services Agreement: Sidewalk Improvements****From:** Keith Pugh, Engineering Services**Meeting Date:**

September 6, 2016

Public Hearing: N/A**Advertising Date:**

N/A

Advertised By:

N/A

Attachments: Supplemental Agreement
Map & Priority List

PURPOSE:

The purpose of this Supplemental Agreement is to perform engineering design work associated with constructing the City's priority sidewalks in various locations around the city. The proposed arrangement utilizes an existing on-call Master Agreement for professional services with US Infrastructure of the Carolinas, Inc. City Council is asked to approve the Supplemental Agreement.

BACKGROUND:

Over the past several years, HPDOT has developed a pedestrian/sidewalk plan to identify pedestrian patterns and critical needs in our community's sidewalk system. Using information gathered from field investigations, citizen and City Council input, HPDOT staff created a top 20 priority listing of new sidewalk needs and a list of critical "missing gaps". City Council directed staff to begin work on the design of these projects. Engineering Services staff began collecting survey and property data in order to move forward with the design. In the spring of 2016, we elected to utilize one of our "on-call" engineering firms to complete the design work for these sidewalks due to current staff work loads. Engineering Services negotiated a scope with US Infrastructure of the Carolinas to design approximately 22,874 linear feet of sidewalk.

We now respectfully ask that City Council consider and approve this supplemental agreement. The scope of the work is contained in Attachment A for the lump sum fee of \$95,378.00. Under this agreement, the City is responsible for providing all survey work.

BUDGET IMPACT:

Funding for this Supplemental Agreement is available in the FY 2016-2017 budget.

RECOMMENDATION / ACTION REQUESTED:

Staff recommends approval of this Supplemental Agreement in the amount of \$95,378.00.



US INFRASTRUCTURE OF CAROLINA, INC.
CONSULTING ENGINEERS

June 9, 2016

Mr. Terry Kuneff, PE, CFM
Civil Engineer III
City of High Point
211 S. Hamilton Street
High Point, NC 27260

SUBJECT: Proposal for Sidewalk Projects

Dear Mr. Kuneff:

US Infrastructure of Carolina, Inc. (USI) is pleased to submit our proposal to provide professional engineering services for various proposed concrete sidewalks in High Point, North Carolina. Our proposed scope of work, fee, and schedule are described below.

Scope of Work

The scope of work is outlined in the attached Scope of Services for Concrete Sidewalks provided by the City of High Point.

Compensation

USI will perform the services described above and in the attachments for a lump sum fee of \$95,378. The fee will be broken down by task as shown in the attached fee estimate.

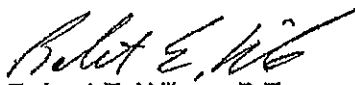
Project Schedule

Upon receipt of a written Notice to Proceed (NTP), USI will provide services under this proposal in accordance with the attached schedule. The schedule is based on a tentative NTP date of June 20, 2016. The schedule will be adjusted based on the actual date of the NTP. Please note that some of the projects sites are still being surveyed by the City, which may impact the schedule.

USI appreciates this opportunity to serve the City, and we look forward to working with you on this project. Please let us know of any questions or concerns.

Sincerely,

US Infrastructure of Carolina, Inc.



Robert E. Wilson, P.E.
Project Manager



SCOPE OF SERVICES FOR CONCRETE SIDEWALKS

The City of High Point is seeking to enter into a supplemental agreement with US Infrastructure of Carolina, Inc. to provide professional engineering services for various proposed concrete sidewalks in High Point, North Carolina. All design work shall be in conformance with the MASTER AGREEMENT for ON-CALL PROFESSIONAL ENGINEERING SERVICES, PUBLIC SERVICES DEPARTMENT dated April 5, 2013.

Some topographical surveying has been completed by the City of High Point and will be provided for this work.

1. CONCRETE SIDEWALKS (5' WIDE)

a. Scope of Services

- i. Coordinate with the City of High Point Engineering Services Department for the proposed locations and design specifics for twenty-two (22) proposed concrete sidewalk projects. The total combined length of the projects is 22,874 LF.
- ii. Prepare complete design plans for each of the twenty-two proposed concrete sidewalk projects.
- iii. Provide the final designs in AutoCAD format to the Engineering Services Department.
- iv. Provide the necessary specifications to be incorporated into the final construction contract. The City of High Point will prepare the final construction contract.
- v. The City of High Point will provide construction inspection services to ensure that what is being constructed is in accordance with your design.

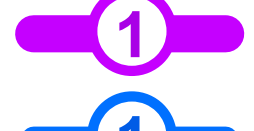
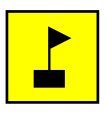
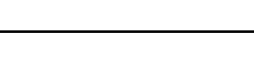
2. ADDITIONAL SERVICES

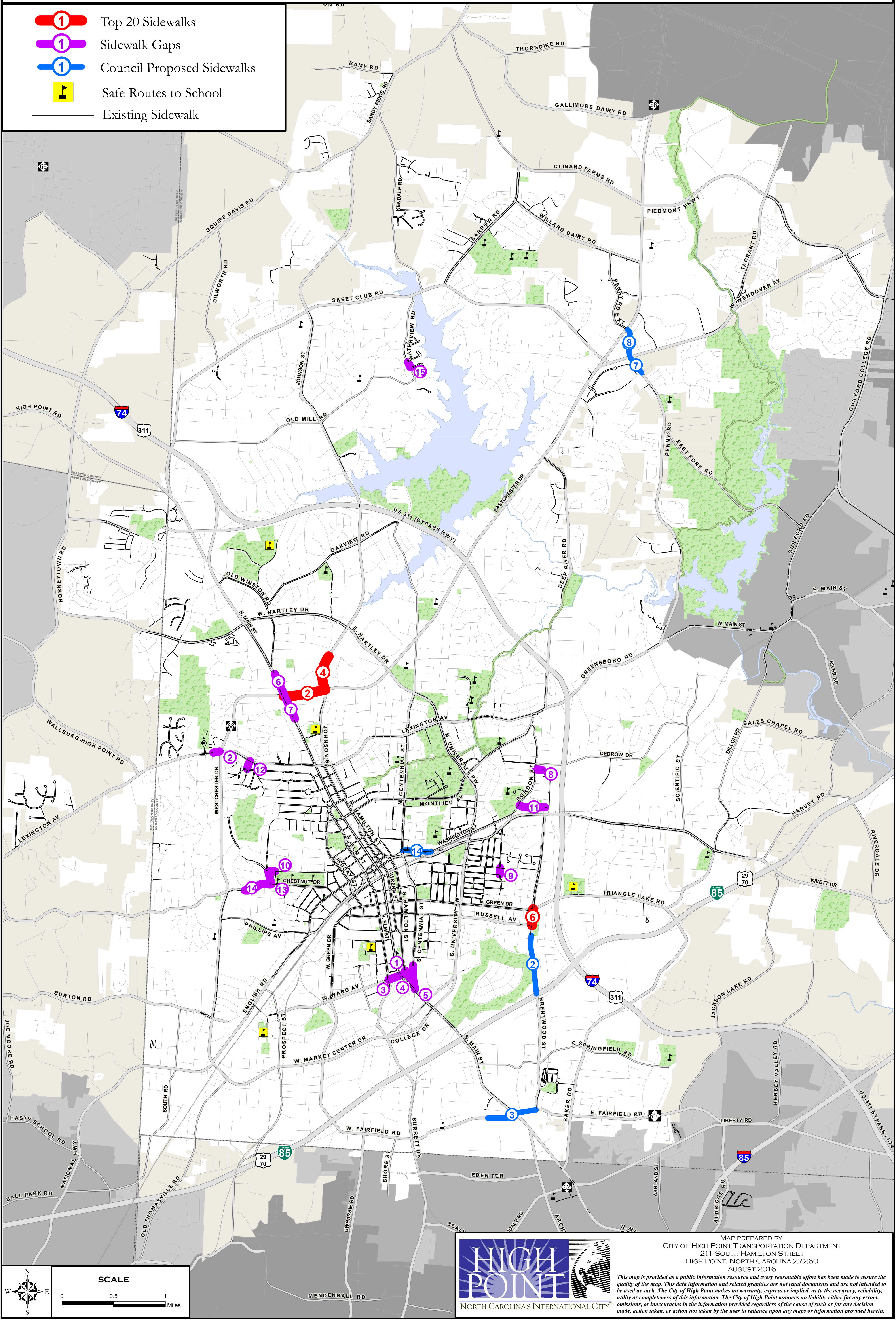
a. Scope of Services

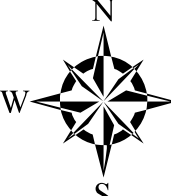
- i. Some additional topographical and property surveying work may be necessary.

CITY OF HIGH POINT TRANSPORTATION DEPARTMENT

PROPOSED SIDEWALK PROJECTS

-  Top 20 Sidewalks
-  Sidewalk Gaps
-  Council Proposed Sidewalks
-  Safe Routes to School
-  Existing Sidewalk





N
W E
S

SCALE

0 0.5 1 Miles



HIGH POINT
NORTH CAROLINA'S INTERNATIONAL CITY

MAP PREPARED BY
CITY OF HIGH POINT TRANSPORTATION DEPARTMENT
211 SOUTH HAMILTON STREET
HIGH POINT, NORTH CAROLINA 27260
AUGUST 2016

This map is provided as a public information resource and every reasonable effort has been made to assure the quality of the map. This data information and related graphics are not legal documents and are not intended to be used as such. The City of High Point makes no warranty, express or implied, as to the accuracy, reliability, utility or completeness of this information. The City of High Point assumes no liability either for any errors, omissions, or inaccuracies in the information provided regardless of the cause of such or for any decision made, action taken, or action not taken by the user in reliance upon any maps or information provided herein.

City of High Point Transportation Department Sidewalk Priority List

RANK	STREET	FROM	TO	DIST TO	WORN PATH	CONST	MPH	CRASH	PTS SUM	FEET	COST EST	
1	WARD AVENUE 1	HAMILTON ST	MAIN ST	35	30	20	10	0	95	328	\$10,496	GAP
2	LEXINGTON AVE NS	KENTUCKY EXISTING	WESTCHESTER DR	35	30	20	10	0	95	357	\$11,424	
3	WARD AVENUE 2	MAIN ST	ELM ST	35	30	20	10	0	95	659	\$21,088	
4	HAMILTON STREET	EXISTING SIDEWALK	E KEARNS AV	35	30	15	10	0	90	536	\$17,152	
5	CENTENNIAL STREET	S MAIN ST	MARSH FURN	35	30	15	10	0	90	1125	\$36,000	
6	N MAIN ST ES	OLD WINSTON RD	EASTCHESTER DR	35	30	15	10	0	90	1350	\$43,200	
7	N MAIN ST ES	EASTCHESTER DR	IDOL ST	35	30	10	10	0	85	970	\$31,040	
8	DARTMOUTH LN	GORDON ST	EXISTING SIDEWALK	15	30	20	10	0	75	315	\$10,080	
9	MEREDITH STREET	RC BALDWIN AV	LEONARD AV	15	30	20	10	0	75	331	\$10,587	
10	FERNDALE BOULEVARD	TRENTON ST	N ROTARY DR	15	30	20	10	0	75	386	\$12,352	
11	BROCKETT AVE	GORDON ST	EXISTING SIDEWALK	15	30	20	10	0	75	1330	\$42,560	
12	COUNTRY CLUB DRIVE	HILLCREST DR	W LEXINGTON AV	10	30	20	10	0	70	475	\$15,200	
13	ROTARY DRIVE	CHESTNUT DR	FERNDALE BV	15	30	15	10	0	70	730	\$23,360	
14	CHESTNUT DRIVE	ROCKFORD RD	N ROTARY DR	15	30	15	10	0	70	1420	\$45,440	
15	WATERVIEW RD	WHITE FENCE WAY	GLEN COVE WAY	10	30	15	10	0	65	300	\$9,600	
2	BRENTWOOD ST	BUSINESS I-85	N OF LOWE AVE	35	30	20	10	0	95	2989	\$95,648	COUNCIL
3	W FAIRFIELD RD	BRENTWOOD ST	PLAZA LN	35	30	20	10	0	95	2425	\$77,600	
7	PENNY RD	SAMET DR	WENDOVER AV	35	0	20	10	0	65	920	\$29,440	
8	PENNY RD	WENDOVER AV	EASTCHESTER DR	35	0	20	10	0	65	1425	\$45,600	
2	EASTCHESTER DRIVE 1	JOHNSON ST	N MAIN ST	35	30	15	15	10	105	2164	\$69,234	TOP 20
6	BRENTWOOD STREET 1	E GREEN DR	E RUSSELL AV	35	30	20	10	0	95	829	\$26,528	
											\$683,630	

With 20% Contingency for R/W, Utilities, etc.											\$820,356
14	WASHINGTON ST	CENTENNIAL ST	GAYLORD CT							3120	\$164,000
GRAND TOTAL											\$984,356
4	JOHNSON STREET 2	EASTCHESTER DRIVE	600 FT N OF PARIS	35	30	20	15	0	100	1510	\$48,320
ALTERNATE PROJECT With 20% Contingency for R/W, Utilities, etc.											\$57,984

CITY OF HIGH POINT

AGENDA ITEM



Title: Ordinance to Demolish – 2408 Dane Street

From: Michael McNair, Director
Community Development & Housing

Meeting Date: September 6, 2016

Public Hearing: No

Advertising Date:

Advertised By:

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

PURPOSE:

A request by Community Development and Housing – Local Codes Section to adopt an ordinance ordering the inspector to demolish the dwelling at 2408 Dane Street.

BACKGROUND:

After a Complaint and Notice of Hearing was issued and a hearing held, an Order to Repair or Demolish was issued on May 24, 2016. No action occurred by the compliance date of June 24, 2016. 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 based upon the enclosed staff report.

PENDING ACTION:

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

**COMMUNITY DEVELOPMENT & HOUSING
LOCAL CODES ENFORCEMENT
HOUSING ENFORCEMENT DIVISION**

**ORDINANCE
REQUEST:**

Ordinance to Demolish

**PROPERTY
ADDRESS:**

2408 Dane Street

OWNER:

Brenda Kay Jones and Vera Lee J. Williams

**FIRST
INSPECTION:**
4-22-16

Summary of Major Violations
1. Missing and damaged roof trusses and sheathing
2. Fire damaged electrical system
3. Fire damaged plumbing system
4. Damaged foundation wall
5. Kitchen walls and flooring need to repaired/replaced

**HEARING
RESULTS:**
5-20-16

No one appeared for the Hearing to discuss the violations. During the hearing the following Findings of Facts were established. There is numerous violations of the Minimum Housing Code. In its present state, necessary repairs to the dwelling exceed 50% of the value of the structure.

**ORDER(S)
ISSUED:**
5-24-16

Order to Repair or Demolish
Date of Compliance 6-24-16

APPEALS:

No appeals to date.

**OWNER
ACTIONS:**

There have not been any permits issued or repairs completed.

EXTENSIONS:

None Requested

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)

2408 Dane Street

Brenda Kay Jones &
250 Pitts St.
Kernersville, NC 27284

Vera Lee J. Williams
155 LaGrange Ct.
Fayetteville, GA 30214

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 6th day of September, 2016

Lisa B. Vierling, City Clerk

2408 Dane Street

Exterior taken 8-26-16



2408 Dane Street

Exterior taken 8-26-16



STATE OF NORTH CAROLINA
COUNTY OF WAKE

METROPOLITAN PLANNING PROGRAM
GRANT AGREEMENT FOR
PUBLIC BODY ORGANIZATIONS

**NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION**

CFDA NUMBER: 20.505

and

PROJECT NUMBER: 17-08-113

**CITY OF HIGH POINT
On behalf of
HIGH POINT URBAN AREA
METROPOLITAN PLANNING
ORGANIZATION**

WBS ELEMENT: 36230.19.16.1

AGREEMENT:

THIS AGREEMENT made this the 19th day of October, 2016 (hereinafter referred to as AGREEMENT) by and between the NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as "Department", an agency of the State of North Carolina) and **CITY OF HIGH POINT**, [acting in its capacity as the designated Federal Transit Administration (FTA) Planning Program (49 U.S.C. 5303) recipient for the **HIGH POINT URBAN AREA METROPOLITAN PLANNING ORGANIZATION**, hereinafter referred to as the "Contractor"].

WHEREAS, the Contractor has been selected by principal elected officials as the designated transportation Lead Planning Agency for **HIGH POINT URBAN AREA METROPOLITAN PLANNING ORGANIZATION**; and

WHEREAS, certain funds may be made available to designated transportation Lead Planning Agencies for supporting the "3-C" Process pursuant to 49 U.S.C. 5303; and

WHEREAS, the Department receives funds from FTA which includes 49 U.S.C. 5303 funds which may be made available to the Contractor for transportation planning for the **HIGH POINT URBAN AREA METROPOLITAN PLANNING ORGANIZATION**; and

WHEREAS, 49 U.S.C. 5303 promulgates that it is declared to be in the national interest to encourage and promote the development of transportation systems embracing various modes of transportation in a manner that will serve the states and local communities efficiently and effectively; and

WHEREAS, the purposes of 49 U.S.C. 5303 are to assist in the development of improved public transportation facilities, equipment, techniques, and methods with the cooperation of public transportation companies both public and private; to encourage the planning and establishment of area-wide urban public transportation systems needed for transportation companies both public and private; and to provide assistance to state and local governments and their instrumentalities in financing such systems, to be operated by public or private public transportation companies as determined by local needs; and

WHEREAS, various federal urban transportation planning regulations require that each urbanized area have a comprehensive, cooperative, and continuing transportation planning process (commonly referred to as the "3-C" process); and

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

WHEREAS, effective February 14, 1986, the Governor of the State of North Carolina designated the Department as the single State Agency specifically authorized to administer Planning Program and Statewide Planning funds for urbanized areas; and

WHEREAS, the Governor of North Carolina, in accordance with Section 5303 of the Safe, Accountable, Flexible, and Efficient Transportation Equity Act - A Legacy for Users (SAFETEA-LU), Public Law 109-59, August 10, 2005, and the Transportation Equity Act for the 21st Century (TEA-21), Public Law 105-178, June 1998, as amended, has designated the Department as the agency to receive and administer Federal funds under this program; and

WHEREAS, the Department and the Contractor desire to secure and utilize funds for the above referenced purposes;

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

Section 1 Purpose of Agreement.

The purpose of this Agreement is to provide for the undertaking of public transportation studies described in each cycle of Planning Work Program (commonly and herein after referred to as "PWP") properly developed, endorsed, approved, and transmitted by the Contractor to the Department, and to state the terms, conditions, and mutual undertakings of the parties as to the manner in which the PWP will be undertaken and completed.

Section 2 Project Implementation.

The Contractor agrees to carry out the Project as follows:

a. **Scope of Project.** **The City of High Point operating as High Point Urban Area MPO, is seeking funds to collect transit data for route adjustment and to evaluate the transit Element of the LRTP as well as update civil rights statistics for FTA reports.** The Contractor shall undertake and complete the public transportation planning work described in such respective section of the PWP, filed with and approved by the Department and specifically incorporated herein by reference, in accordance with the terms and conditions of this Agreement. The planning funds referred to herein shall be 49 U.S.C. 5303 funds passed through the Department to the Contractor under this Agreement, and any planning funds provided to the Contractor under this Agreement shall be used for only transportation planning related activities and in accordance with the most current approved PWP. Nothing shall be construed under the terms of this Agreement by the Department or the Contractor that shall cause any conflict with Department, State, or Federal statutes, rules, or regulations. The Contractor shall undertake and complete the public transportation planning work described in the PWP in accordance with the procedures and guidelines set forth in the following documents:

- (1) FTA Circular 8100.1C, dated September 1, 2008 at http://www.fta.dot.gov/documents/FTA_C_8100.1C.pdf
- (2) FTA Master Agreement, dated October 1, 2014, Document Number FTA MA (21), at www.fta.dot.gov/documents/21-Master.pdf;
- (3) The Section 5303 grant application for financial assistance.

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

b. **Cost of Project.** The total cost of the Project approved by the Department is **FIFTY-FIVE THOUSAND DOLLARS (\$55,000)** as set forth in the Project Description and Budget, incorporated into this Agreement as Attachment A.

(1) **Federal Share.** The Department shall provide, from Federal funds, **EIGHTY PERCENT (80%)** of the actual net cost of the Project, not in excess of **FORTY-FOUR THOUSAND DOLLARS (\$44,000)**.

(2) **State Share.** The Department shall provide, from State funds, **TEN PERCENT (10%)** of the actual net cost of the Project, not in excess of **FIVE THOUSAND FIVE**

HUNDRED DOLLARS (\$5,500). The Department does not provide matching funds for non-transit planning activities. The Contractor shall be responsible for any remaining costs.

(3) Local Share. The Contractor hereby agrees that it will provide **TEN PERCENT (10%)** of the actual net cost of the Project and any amounts in excess of the Department's maximum. The net cost is the price paid minus any refunds, rebates, or other items of value received by the Contractor which have the effect of reducing the actual cost. The Contractor shall initiate and prosecute to completion all actions necessary to enable it to provide its share of the Project costs at the time directed.

c. Period of Performance.

This Agreement shall commence upon the date of execution, unless specific written authorization from the Department to the contrary is received. The period of performance for all expenditures shall extend from **JULY 1, 2016 TO JUNE 30, 2017**, unless written authorization to the contrary is provided by the Department. **Any requests to change the Period of Performance must be submitted 60 days before the end of the current Performance Period.** The Contractor shall commence, carry on, and complete the approved Project with all practicable dispatch, in a sound, economical, and efficient manner.

d. Contractor's Capacity. The Contractor agrees to maintain sufficient legal, financial, technical, and managerial capability to:

- (1) Plan, manage, and complete the Project;
- (2) Carry out the safety and security aspects of the Project; and
- (3) Comply with the terms of this agreement, the Master Agreement between the FTA and the Department, the Approved Project Budget, the Project schedules, the Contractor's annual Certifications and Assurances to the Department, and applicable Federal and State laws, regulations, and directives.

e. Administrative Requirements. The Contractor agrees to comply with the following Federal and State administrative requirements:

- (1) U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards," CFR Title 2, Subtitle A, Chapter II, Part 200 at (http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl).

(2) Title 19A North Carolina Administrative Code (N.C.A.C.) Subchapter 5B at (<http://reports.oah.state.nc.us/ncac.asp>).

f. Application of Federal, State, and Local Laws, Regulations, and Directives. To achieve compliance with changing federal requirements, the Contractor makes note that federal, state and local requirements may change and the changed requirements will apply to this Agreement as required.

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

provide mass transportation service, either through a "Lease and Supervisory Agreement" between the Contractor and Lessee, or another similar document. The Contractor agrees to provide a copy of any relevant documents.

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

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

(3) Significant Participation by a Lessee of a Contractor. Although the contractor may lease project property and delegate some or many project responsibilities to one or more lessees, the Contractor agrees that it, rather than any lessee, is ultimately responsible for compliance with all applicable Federal laws, regulations, and directives, except to the extent that FTA determines otherwise in writing.

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

(1) Entities Affected. Only entities that are signatories to this Agreement for the Project are parties to this agreement. To achieve compliance with certain Federal and State laws, regulations, or directives, however, other Project participants (such as subcontractors, third party contractors, lessees, or other) will necessarily be involved. Accordingly, the Contractor agrees to take the appropriate measures necessary to ensure that all Project participants comply with applicable Federal and state laws, regulations and directives affecting Project implementation, except to the extent FTA and the Department determines otherwise in writing. In addition, if any entity other than the Contractor is expected to fulfill responsibilities typically performed by the Contractor, the Contractor agrees to assure that the entity carries out the Contractor's responsibilities as set forth in this Grant Agreement for the Project or the FTA Master Agreement.

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

- (a) Third Party Contracts. Because Project activities performed by a third party contractor must comply with all applicable Federal and State laws, regulations, and directives, except to the extent the Department determines otherwise in writing, the Contractor agrees to include appropriate clauses in each third party contract stating the third party contractor's responsibilities under Federal and State laws, regulations, and directives, including any provisions directing the third party contractor to extend applicable requirements to its subcontractors at the lowest tier necessary. When the third party contract requires the third party contractor to undertake

responsibilities for the Project usually performed by the Contractor, the Contractor agrees to include in that third party contract those requirements applicable to the Contractor imposed by the Grant Agreement for the Project or the FTA Master Agreement and extend those requirements throughout each tier except as the Department determines otherwise in writing. Additional guidance pertaining to third party contracting is contained in the FTA's "Best Practices Procurement Manual." FTA and the Department caution, however, that FTA's "Best Practices Procurement Manual" focuses mainly on third party procurement processes and may omit certain other Federal requirements applicable to the work to be performed.

- (b) Subagreements. Because Project activities performed by a subcontractor/subrecipient must comply with all applicable Federal and State laws, regulations, and directives except to the extent that the Department determines otherwise in writing, the Contractor agrees as follows:
 - 1 Written Subagreement. The Contractor agrees to enter into a written agreement with each subrecipient (subagreement) stating the terms and conditions of assistance by which the Project will be undertaken and completed.
 - 2 Required Clauses. The Contractor agrees to use a written document (such as a subagreement, lease, third party contract or other) including appropriate clauses stating the entity's (subrecipient, lessee, third party contractor or other) responsibilities under Federal and state laws, regulations, or directives, except to the extent that FTA determines otherwise in writing.
- (c) Compliance with Federal Requirements. The Contractor agrees to implement the Project in a manner that will not compromise the Contractor's compliance with Federal and State laws, regulations, and directives applicable to the Project and the Contractor's obligations under this Agreement for the Project and the FTA Master Agreement. Therefore, the Contractor agrees to include in each subagreement appropriate clauses directing the subrecipient to comply with those requirements applicable to the Contractor imposed by this Agreement for the Project or the FTA Master Agreement and extend those requirements as necessary to any lower level subagreement or any third party contractor at each tier, except as the Department determines otherwise in writing.
 - i. No Federal/State Government Obligations to Third Parties. In connection with performance of the Project, the Contractor agrees that, absent the Federal/State Government's express written consent, the Federal/State Government shall not be subject to any obligations or liabilities to any subrecipient, third party contractor, lessee, or other person or entity that is not a party to this Agreement for the Project. Notwithstanding that the Federal/State Government may have concurred in or approved any solicitation, subagreement, lease, or third party contract at any tier, the Federal/State Government has no obligations or liabilities to any such entity, including any subrecipient, lessee or third party contractor at any tier.
 - j. Changes in Project Performance (i.e., Disputes, Breaches, Defaults, or Litigation). The Contractor agrees to notify the Department immediately, in writing, of any change in local law, conditions (including its legal, financial, or technical capacity), or any other event that may adversely affect the Contractor's ability to perform the Project as provided in this Agreement for the Project. The Contractor also agrees to notify FTA and the Department immediately, in writing, of any current or prospective major dispute, breach, default, or litigation that may adversely affect the Federal/State Government's interests in the Project or the Federal/State

Government's administration or enforcement of Federal/State laws or regulations. The Contractor also agrees to inform FTA and the Department, also in writing, before naming the Federal or State Government as a party to litigation for any reason, in any forum. At a minimum, the Contractor agrees to send each notice to FTA required by this subsection to the FTA Regional Counsel within whose region the Contractor implements the Project.

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

Section 3 Insurance & Real Property

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

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

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

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

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

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

To the extent required by FTA and the Department, the Contractor agrees to record the Federal and State interest in title to real property used in connection with the Project.

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

d. Disposal of Real Property.

- (1) If useful life is not attained, upon the sale or disposition of any Project facility, the Department shall be entitled to a refund of the original state and/or federal investment or the state and/or federal prorated share of the current fair market value of the project facility, whichever is greater.
- (2) For the purpose of this Agreement, the term "any sale or disposition of the Project facility" shall mean any sale or disposition of the facility for a use not consistent with purposes for which the state and/or federal share was originally granted pursuant to the Project Agreement, or for a use consistent

with such purposes wherein the transferee in the sale or disposition does not enter into an assignment and assumption agreement with the Contractor with respect to the Contractor's obligation under this Agreement or the Grant Agreement, so that the transferee becomes obligated as if the transferee had been the original party.

Section 4 Ethics.

a. Code of Ethics. The Contractor agrees to maintain a written code or standards of conduct that shall govern the actions of its officers, employees, board members, or agents engaged in the award or administration of third party contracts, subagreements, or leases financed with Federal/State assistance. The Contractor agrees that its code or standards of conduct shall specify that its officers, employees, board members, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from any present or potential third party contractor at any tier, any subrecipient at any tier or agent thereof, or any lessee. Such a conflict would arise when an employee, officer, board member, or agent, including any member of his or her immediate family, partner, or organization that employs, or intends to employ, any of the parties listed herein has a financial interest in the firm selected for award. The Contractor may set de minimis rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. The Contractor agrees that its code or standards shall also prohibit its officers, employees, board members, or agents from using their respective positions in a manner that presents a real or apparent personal or organizational conflict of interest or personal gain. As permitted by State or local law or regulations, the Contractor agrees that its code or standards of conduct shall include penalties, sanctions, or other disciplinary actions for violations by its officers, employees, board members, or their agents, its third party contractors or sub-recipients or their agents.

(1) Gifts. State Executive Order 24 and G.S. Sec. 133-32.

It is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offer or, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (a) have a contract with a governmental agency; or
- (b) have performed under such a contract within the past year; or
- (c) anticipate bidding on such a contract in the future.

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

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

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

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

d. Lobbying Restrictions. The Contractor agrees that:

a) In compliance with 31 U.S.C. 1352(a), it will not use Federal assistance to pay the costs of influencing any officer or employee of a Federal agency, Member of Congress, officer of Congress or employee of a member of Congress, in connection with making or extending the Grant Agreement;

b) It will comply with other applicable Federal laws and regulations prohibiting the use of Federal assistance for activities, designed to influence Congress or a State legislature with respect to legislation or appropriations, except through proper, official channels; and

c) It will comply, and will assure the compliance of each sub-recipient, lessee, or third party contractor at any tier, with U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20, modified as necessary by 31 U.S.C. § 1352.

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

f. False or Fraudulent Statements or Claims. The Contractor acknowledges and agrees that:

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

(2) Criminal Fraud. If the Contractor makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal/State Government or includes a false, fictitious, or fraudulent statement or representation in any agreement with the Federal/State Government in connection with a Project authorized under 49 U.S.C. chapter 53 or any other Federal law, the Federal/State Government reserves the right to

impose on the Contractor the penalties of 49 U.S.C. § 5323(l), 18 U.S.C. § 1001 or other applicable Federal/State law to the extent the Federal/State Government deems appropriate.

Section 5 Project Expenditures.

a. **General.** The Department shall reimburse the Contractor for allowable costs for work performed under the terms of this Agreement which shall be financed with Federal Section 5303 funds and State matching funds. The Contractor shall expend funds provided in this Agreement in accordance with the approved PWP and approved Project Budget included as Attachment A to this Agreement. It is understood and agreed that the work conducted pursuant to this Agreement shall be done on an actual cost basis by the Contractor. Expenditures submitted for reimbursement shall include all eligible cost incurred within the Period Covered. The Period Covered represents the monthly or quarterly timeframe in which the project reports expenditures to the Department. All payments issued by the Department will be on a reimbursable basis unless the Contractor requests and the Department approves an advance payment. The Department allows grantees in good standing to request advance payment (prior to issuing payment to the vendor) for vehicles and other high-cost capital items. The Contractor agrees to deposit any advance payments into its account when received and issue payment to the vendor within 3 (three) business days. The amount of reimbursement from the Department shall not exceed the funds budgeted in the approved Project Budget. The Contractor shall initiate and prosecute to completion all actions necessary to enable the Contractor to provide its share of project costs at or prior to the time that such funds are needed to meet project costs. The Contractor shall provide its share of project costs from sources other than FTA and State funds from the Department. Any costs for work not eligible for Federal and State participation shall be financed one hundred percent (100%) by the Contractor.

b. **Payment and Reimbursement.** The Contractor shall submit itemized invoices requesting reimbursement to the Department for the Period Covered not more frequently than monthly, or less frequently than quarterly, reporting on the Department's Uniform Public Transportation Accounting System (UPTAS) invoicing forms furnished by the Department for work performed under this Agreement. Invoices shall be supported by documentation of costs unless otherwise waived by the Department. Expenditures submitted for reimbursement shall include all eligible costs incurred within the Period Covered. All requests for reimbursement must be submitted within (30) days following the end of the project's reporting period. Failure to request reimbursement for eligible projects costs incurred within the Period Covered as outlined may result in non-payment and/or termination of the Project. **Any contractor that fails to submit a request for reimbursement for the first two quarters of agreement fiscal year by January 31st or the last two quarters by July 30th will forfeit their ability to receive reimbursement for those periods.** Invoices shall be approved by the Department's Public Transportation Division and reviewed by the Department's External Audit Branch prior to payment.

Additional forms must be submitted with reimbursement requests to report on contracting activities with Disadvantaged Business Enterprise (DBE) firms.

c. **Excluded Costs.** The Contractor understands and agrees that, except to the extent the Department determines otherwise in writing, ineligible costs will be treated as follows:

(1) In determining the amount of Federal/State assistance the Department will provide, the Department will exclude:

(a) Any Project cost incurred by the Contractor before the Effective Date of the Grant;

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

(c) Any cost for Project property or services received in connection with a third party contract or subagreement with a subrecipient that must be approved by the Department, or other arrangement required to be, but has not been, concurred in or approved in writing by the Department;

(d) Any non-project cost consistent with the prohibitions of 49 U.S.C. § 5323(h); and

(e) Any cost ineligible for FTA/Department participation as provided by applicable Federal/State laws, regulations, or directives.

(2) The Contractor shall limit reimbursement for meals, lodging and travel to the rates established by the State of North Carolina Travel Policy. Costs incurred by the Contractor in excess of these rates shall be borne by the contractor.

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

d. Federal/State Claims, Excess Payments, Disallowed Costs, including Interest.

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

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

(3) Payment to FTA. The Department shall be responsible to remit amounts owed to FTA, after receipt of repayment from the Contractor.

e. De-obligation of Funds. The Contractor agrees that the Department may de-obligate unexpended Federal and State funds before Project closeout.

Section 6 Accounting Records.

a. Establishment and Maintenance of Accounting Records. The Contractor shall establish and maintain separate accounts for the public transportation program, either independently or within the existing accounting system. All costs charged to the program shall be in accordance with most current approved budget and shall be reported to the Department in accordance with invoicing forms provided by the Department and the approved PWP.

b. Documentation of Project Costs. All costs charged to the Project, including any approved services performed by the Contractor or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges, as referenced in 2 C.F.R. §200.400 – §200.475, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards – Subpart E."

c. Allowable Costs. Expenditures made by the Contractor shall be reimbursed as allowable costs to the extent they meet all of the requirements set forth below. They must be:

- (1) Based on work completed to the satisfaction of the Department within the timeframe established by the most current approved PWP, and further be made in conformance with the PWP Description and the PWP Budget and all other provisions of this Agreement;
- (2) Necessary in order to accomplish the Project;
- (3) Reasonable in amount for the goods or services purchased;
- (4) Actual net costs to the Contractor, i.e., the price paid minus any refunds (e.g., refundable sales and use taxes pursuant to N.C.G.S. 105-164.14), rebates, or other items of value received by the Contractor that have the effect of reducing the cost actually incurred;
- (5) Incurred (and be for work performed) within the period of performance and period covered of this Agreement unless specific authorization from the Department to the contrary is received;
- (6) In conformance with the standards for allowability of costs set forth in Office of Management and Budget (OMB) Circular A-87 "Cost Principles for State, Local, and Indian Tribal Governments;"
- (7) Satisfactorily documented; and
- (8) Treated uniformly and consistently under accounting principles and procedures approved or prescribed by the Department
 - In compliance with U.S. DOT regulations pertaining to allowable costs in 2 CFR §200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as follows:
 - (a) Title 2 CFR 200, Subpart E – Cost Principles (formerly OMB Circulars A-87, A-21, and A-122)
 - (b) FAR, at 48 C.F.R., Subpart 31.2, "Contracts with Commercial Organizations" applies to Project costs incurred by a Contractor that is a for-profit organization.

Section 7 Reporting, Record Retention and Access.

- a. Reports. The Contractor shall advise the Department regarding the progress of the Project at a minimum quarterly and at such time and in such a manner as the Department may require. Such reporting and documentation may include, but not limited to meetings and progress reports. The Contractor shall collect and submit to the Department such financial statements, data, records, contracts, and other documents related to the Project as may be deemed necessary by the Department. Such reports shall include narrative and financial statements of sufficient substance to be in conformance with the reporting requirements of the Department. Progress reports throughout the useful life of the project equipment shall be used, in part, to document utilization of the project equipment. Failure to fully utilize the project equipment in the manner directed by the Department shall constitute a breach of contract, and after written notification by the Department, may result in termination of the Agreement or any such remedy as the Department deems appropriate.

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

- b. Record Retention. The Contractor and its third party contractors shall retain all records pertaining to this Project for a period of five (5) years from the date of final payment to the Contractor, or until all audit exceptions have been resolved, whichever is longer, in accordance

with "Records Retention and Disposition Schedule – Public Transportation Systems and Authorities, April 1, 2006," at (<http://www.ah.dcr.state.nc.us/records/local/>).

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

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

Section 8 Project Completion, Audit, Settlement, and Closeout.

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

b. Financial Reporting and Audit Requirements. In accordance with 2 CFR §200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards:" Subpart F, "Audit Requirements" effective December 26, 2014 and N.C.G.S. 159-34, the Contractor shall have its accounts audited as soon as possible after the close of each fiscal year by an independent auditor. The Contractor agrees to submit the required number of copies of the audit reporting package to the Local Government Commission four months after the Contractor's fiscal year-end.

c. Audit Costs. Unless prohibited by law, the costs of audits made in accordance with Title 2 CFR §200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards:" Subpart F – "Audit Requirements" (formerly OMB Circular A-133), are allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in 2 CFR §200.414, Subpart E – Cost Principles (formerly OMB Circular A-87). The cost of any audit not conducted in accordance with Title 2 CFR §200 and N.C.G.S. 159-34 is unallowable and shall not be charged to State or Federal grants.

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

e. Project Closeout. Project closeout occurs when the Department issues the final project payment or acknowledges that the Contractor has remitted the proper refund. The Contractor agrees that Project closeout by the Department does not invalidate any continuing requirements imposed by this Agreement.

Section 9 Civil Rights.

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

a. Nondiscrimination in Federal Public Transportation Programs. The Contractor agrees to comply, and assures the compliance of each third party contractor at any tier and each subrecipient at any tier of the Project, with the provisions of 49 U.S.C. § 5332, which prohibit

discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.

b. Nondiscrimination – Title VI of the Civil Rights Act. The Contractor agrees to comply, and assures the compliance of each third party contractor at any tier and each subrecipient at any tier of the Project, with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq., and with U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21, and with FTA Circular 4702.1B, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients."

- (1) Environmental Justice. The Contractor agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," with U.S. DOT Order 5610.2(a), "Department of Transportation Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," and with FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," and 42 U.S.C. § 4321 note, except to the extent that the Department determines otherwise in writing.
- (2) Limited English Proficiency. The Contractor agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency" and U.S. DOT's Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient (LEP) Persons, which clarifies the responsibilities of DOT recipients of Federal financial assistance and assists them in fulfilling their responsibilities to LEP persons, pursuant to Title VI of the Civil Rights Act of 1964 and implementing regulations.
- (3) NCDOT Title VI Assurance. During the performance of this contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:
 - (a) Compliance with Regulations: The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
 - (b) Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
 - (c) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
 - (d) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and

shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the North Carolina Department of Transportation (NCDOT) or the Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the NCDOT, or the FTA as appropriate, and shall set forth what efforts it has made to obtain the information.

- (e) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the NCDOT shall impose such contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to the contractor under the contract until the contractor complies, and/or,
 - ii. cancellation, termination, or suspension of the contract, in whole or in part.

- (f) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the NCDOT or the FTA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the NCDOT to enter into such litigation to protect the interests of the NCDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

- d. E-Verify Compliance under 143-133.3. The contractor and its subcontractors shall comply with the requirements of Article 2 of chapter 64 of the North Carolina General Statutes (NCGS). This E-Verify compliance under 143-133.3 section is intended to apply to only the contracts to which NCGS 143-133.3(a) applies and shall be construed in accordance with that statute. Any clause in this contract included under the authority of NCGS 160A-20.1(b) shall be of no effect, provided, however, to the extent (if any) required to comply with NCGS 143-129(j), a clause in this contract requiring the contractor and its subcontractors to comply with the requirements of Article 2 of Chapter 64 shall remain in effect if this contract is subject to NCGS 143-129. This E-

Verify compliance under 143-133.3 section is valid only if House Bill 318, which was ratified on 29 September 2015, is signed into law by the Governor of North Carolina.

e. Disadvantaged Business Enterprises.

(1) Policy. It is the policy of the North Carolina Department of Transportation that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26 shall have the equal opportunity to compete fairly for and to participate in the performance of contracts financed in whole or in part by Federal Funds.

The Contractor is also encouraged to give every opportunity to allow DBE participation in Supplemental Agreements.

(2) Obligation. The Contractor, subconsultant, and subcontractor shall not discriminate on the basis of race, religion, color, national origin, age, disability or sex in the performance of this contract. The Contractor shall comply with applicable requirements of 49 CFR Part 26 in the award and administration of federally assisted contracts. Failure by the Contractor to comply with these requirements is a material breach of this contract, which will result in the termination of this contract or such other remedy, as the Department deems necessary.

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

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

(5) Certified Transportation Contractor Directory. Real-time information about contractors doing business with the Department and contractors that are certified through North Carolina's Unified Certification Program is available in the Directory of Transportation Firms. The Directory can be accessed by the link on the Department's homepage or by entering <https://apps.dot.state.nc.us/vendor/directory/> in the address bar of your web browser. Only contractors identified as DBE certified in the Directory shall be listed in the proposal. The listing of an individual contractor in the Department's directory shall not be construed as an endorsement of the contractor's capability to perform certain work.

(6) Reporting Disadvantaged Business Enterprise Participation. When payments are made to Disadvantaged Business Enterprise (DBE) contractors, including material suppliers, contractors at all levels (Contractor, subconsultant or subcontractor) shall provide the Contract Administrator with an accounting of said payments. The accounting shall be listed on the Department's Subcontractor Payment Information Form (Form DBE-IS). In the event the contractor has no DBE participation, the contractor shall indicate this on the Form DBE-IS by entering the word 'None' or the number 'zero' and the form shall be signed. Form DBE-IS may be accessed on the website at <https://apps.dot.state.nc.us/quickfind/forms/Default.aspx>.

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

e. Access for Individuals with Disabilities. The Contractor agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and

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

(1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;

(2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;

(3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;

(4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;

(5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;

(6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;

(7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;

(8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and

(9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;

(10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and

(11) Federal civil rights and nondiscrimination directives implementing the foregoing regulations.

f. Drug or Alcohol Abuse-Confidentiality and Other Civil Rights Protections. To the extent applicable, the Contractor agrees to comply with the confidentiality and other civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 *et seq.*, with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 *et seq.*, and with the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 201 *et seq.*, and any subsequent amendments to these acts.

g. Access to Services for Persons with Limited English Proficiency. To the extent applicable and except to the extent that the Department determines otherwise in writing, the Contractor agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087 *et seq.*, December 14, 2005.

h. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations,"

i. Other Nondiscrimination Laws. The Contractor agrees to comply with all applicable provisions of other Federal laws, regulations, and directives pertaining to and prohibiting discrimination that are applicable, except to the extent the Department determines otherwise in writing.

Section 10 Planning and Private Enterprise

a. General. To the extent applicable, the Contractor agrees to implement the Project in a manner consistent with the plans developed in compliance with the Federal planning and private enterprise provisions of the following: (1) 49 U.S.C. §§ 5303, 5304, 5306, and 5323(a)(1); (2) the joint Federal Highway Administration (FHWA)/FTA document, "Interim Guidance for Implementing Key SAFETEA-LU Provisions on Planning, Environment, and Air Quality for Joint FHWA/FTA Authorities," dated September 2, 2005, as amended by joint FHWA/FTA guidance, "SAFETEA-LU Deadline for New Planning Requirements (July 1, 2007)," dated May 2, 2006, and other subsequent Federal directives implementing SAFETEA-LU, except to the extent FTA determines otherwise in writing; (3) joint FHWA/FTA regulations, "Planning Assistance and Standards," 23 C.F.R. Part 450 and 49 C.F.R. Part 613 to the extent that those regulations are consistent with the SAFETEA-LU amendments to public transportation planning and private enterprise laws, and subsequent amendments to those regulations that may be promulgated; and (4) FTA regulations, "Major Capital Investment Projects," 49 C.F.R. Part 611, to the extent that those regulations are consistent with the SAFETEA-LU amendments to the public transportation planning and private enterprise laws, and any subsequent amendments to those regulations that may be subsequently promulgated.

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

c. Infrastructure Investment. During the implementation of the Project, the Contractor agrees to take into consideration the recommendations of Executive Order No. 12803, "Infrastructure Privatization," 31 U.S.C. § 501 note, and Executive Order No. 12893, "Principles for Federal Infrastructure Investments," 31 U.S.C. § 501 note.

Section 11 Preference for United States Products and Services To the extent applicable, the Contractor agrees to comply with U.S. domestic preference requirements.

- a. Buy America. The Contractor agrees to comply with 49 U.S.C. § 5323(j) and FTA regulations, "Buy America Requirements," 49 C.F.R. Part 661 to the extent those regulations are consistent with SAFETEA-LU provisions, and subsequent amendments to those regulations that may be promulgated. The Contractor also agrees to comply with FTA directives to the extent those directives are consistent with SAFETEA-LU provisions, except to the extent that FTA or the Department determines otherwise in writing.
- b. Cargo Preference-Use of United States-Flag Vessels. The Contractor agrees to comply with U.S. Maritime Administration regulations, "Cargo Preference-U.S.-Flag Vessels," 46 C.F.R. Part 381, to the extent those regulations apply to the Project.
- c. Fly America. The Contractor understands and agrees that the Federal/State Government will not participate in the costs of international air transportation of any individuals involved in or property acquired for the Project unless that air transportation is provided by U.S.-flag air carriers to the extent service by U.S.-flag air carriers is available, in accordance with the requirements of the International Air Transportation Fair Competitive

Practices Act of 1974, as amended, 49 U.S.C. § 40118, and with U.S. GSA regulations, "Use of United States Flag Air Carriers," 41 C.F.R. §§ 301-10.131 through 301-10.143.

Section 12 Procurement To the extent applicable, the Contractor agrees to comply with the following third party procurement provisions:

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

b. Full and Open Competition. In accordance with 49 U.S.C. § 5325(a), the Contractor agrees to conduct all procurement transactions in a manner that provides full and open competition as determined by the Department and FTA.

c. Exclusionary or Discriminatory Specifications. Apart from inconsistent requirements imposed by Federal laws or regulations, the Contractor agrees to comply with the requirements of 49 U.S.C. § 5325(h) by not using any Federal assistance awarded by FTA to support a procurement using exclusionary or discriminatory specifications.

d. Geographic Restrictions. The Contractor agrees that it will not use any State or local geographic preference, except State or local geographic preferences expressly mandated or as permitted by FTA. However, for example, in procuring architectural, engineering, or related services, the Contractor's geographic location may be a selection criterion, provided that a sufficient number of qualified firms are eligible to compete.

e. In-State Bus Dealer Restrictions. The Contractor agrees that in accordance with 49 U.S.C. § 5325(i), any State law requiring buses to be purchased through in-State dealers will not apply to purchases of vehicles acquired with funding authorized under 49 U.S.C. chapter 53.

f. Neutrality in Labor Relations. To the extent permitted by law, the Contractor agrees to comply with Executive Order No. 13502, "Use of Project Labor Agreements (PLA) for Federal Construction Projects," February 6, 2009, 74 Fed. Reg. 6985 et seq. As a result, the Recipient is no longer prohibited from requiring an affiliation with a labor organization, such as a project labor agreement, as a condition for award of any third party contract or subcontract at any tier for construction or construction management services, except to the extent that the Federal Government determines otherwise in writing.

g. Federal Supply Schedules. State, local, or nonprofit Recipients may not use Federal Supply Schedules to acquire federally assisted property or services except to the extent permitted by U.S. GSA, U.S. DOT, or FTA laws, regulations, directives, or determinations.

h. Force Account. The Contractor agrees that FTA may determine the extent to which Federal assistance may be used to participate in force account costs.

i. Department Technical Review. The Contractor agrees to permit the Department to review and approve the Contractor's technical specifications and requirements to the extent the Department believes necessary to ensure proper Project administration. The Contractor agrees to submit the following to the Department for its review and approval prior to solicitation:

- (1) New/adapted specifications for equipment, supplies, apparatuses and new-type rolling stock. This requirement does not apply to equipment, supplies, or apparatuses with cost of less than \$30,000; or to Minivans; Conversion and Lift Vans; Center Aisle Vans and Standard Vans; and Light Transit Vehicles (Cutaway-type Bus).
 - (2) Drawings, designs, and/or description of work for construction, renovation, or facility improvement projects, including the purchase or construction of bus shelters.
- j. Department Pre-award Approval. The Contractor agrees to submit procurement documents to the Department for its review and approval prior to award of a contract/ subcontract under this Agreement for any of the following:
- (1) All new-type rolling stock, excluding Minivans; Conversion and Lift Vans; Center isle Vans and Standard Vans; and Light Transit Vehicles (Cutaway-type Bus).
 - (2) All construction projects equal to or greater than \$30,000;
 - (3) Any "brand name" product or sole source purchase equal to or greater than \$2,500;
 - (4) Any contract/subcontract to other than apparent lowest bidder equal to or greater than \$2,500;
 - (5) Any procurement equal to or greater than \$90,000;
 - (6) Any contract modification that would change the scope of a contract or increase the contract amount up to or over the formal (sealed) bid threshold of \$90,000.
- k. Project Approval/Third Party Contract Approval. Except to the extent the Department determines otherwise in writing, the Contractor agrees that the Department's award of Federal and State assistance for the Project does not, by itself, constitute pre-approval of any non-competitive third party contract associated with the Project.
- l. Preference for Recycled Products. To the extent applicable, the Contractor agrees to comply with U.S. EPA regulations, "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 C.F.R. Part 247, which implements Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and with subsequent Federal regulations that may be promulgated. Accordingly, the Contractor agrees to provide a competitive preference for products and services that conserve natural resources, protect the environment, and are energy efficient.
- m. Clean Air and Clean Water. The Contractor agrees to include in each third party contract and subagreement exceeding \$100,000 adequate provisions to ensure that each Project participant will agree to report the use of facilities placed on or likely to be placed on the U.S. Environmental Protection Agency (U.S. EPA) "List of Violating Facilities," to not use any violating facilities, to report violations to the Department and the Regional U.S. EPA Office, and to comply with the inspection and other applicable requirements of:
- (1) Section 306 of the Clean Air Act, as amended, 42 U.S.C. § 7606, and other applicable provisions of the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q; and
 - (2) Section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and other applicable requirements of the Clean Water Act, as amended, 33 U.S.C. §§ 1251 through 1377.
- n. National Intelligent Transportation Systems Architecture and Standards. To the extent applicable, the Contractor agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 Fed. Reg. 1455 et seq., January 8, 2001, and any subsequent further implementing directives, except to the extent FTA or the Department determines otherwise in writing.
- o. Competitive Proposal/Request for Proposal (RFP). The competitive proposal/ request for proposal (RFP) method of procurement is normally conducted with more than one source submitting an offer, i.e., proposal. Either a fixed price or cost reimbursement type contract is awarded. This method of procurement is generally used when conditions are not appropriate for the use of sealed bids. The Contractor acknowledges that certain restrictions apply under

North Carolina law for use of the RFP method and these restrictions and exceptions are discussed below.

(1) The Contractor agrees that the RFP Method may not be used in lieu of an invitation for bids (IFB) for:

- (a) Construction/repair work; or
- (b) Purchase of apparatus, supplies, materials or equipment. See next Subsection, this Agreement, regarding information technology goods as services.

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

(a) Notice of the request for proposals shall be given in accordance with N.C.G.S. 143-129(b).

(b) Contracts shall be awarded to the person or entity that submits the best overall proposal as determined by the awarding authority. Factors to be considered in awarding contracts shall be identified in the request for proposals.

(c) The Contractor may use procurement methods set forth in N.C.G.S. 143-135.9 in developing and evaluating requests for proposals.

(d) The Contractor may negotiate with any proposer in order to obtain a final contract that best meets the needs of the Contractor.

(e) Any negotiations shall not alter the contract beyond the scope of the original request for proposals in a manner that deprives the proposers or potential proposers of a fair opportunity to compete for the contract; and would have resulted in the award of the contract to a different person or entity if the alterations had been included in the request for proposals.

(f) Proposals submitted shall not be subject to public inspection until a contract is awarded.

(3) The Contractor agrees that the RFP method, in accordance with FTA Circular 4220.1F, under the guidelines of FTA "Best Practices Procurement Manual," should be used for procurements of professional services, such as consultants for planning activities and for transit system operations/management. The Contractor acknowledges that certain restrictions apply under North Carolina law for use of the RFP method and these restrictions and exceptions are discussed in Subsections 14t(1) and 14t(2) of this Agreement. For all architectural, engineering, design, or related services, the Contractor agrees that the qualifications-based competitive proposal process shall be used (see Subsection 14q, this Agreement).

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

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

- (b) Either fixed price or cost reimbursement type contract will be used;
- (c) Generally used when conditions are not appropriate for use of sealed bids;
- (d) Requests for proposals will be publicized;
- (e) All evaluation factors will be identified along with their relative importance;
- (f) Proposals will be solicited from an adequate number (3 is recommended) of qualified sources;

(g) A standard method must be in place for conducting technical evaluations of the proposals received and for selecting awardees;

(h) Awards will be made to the responsible firm whose proposal is most advantageous to the Contractor's program with price and other factors considered; and

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

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

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

r. Procurement Notification Requirements. With respect to any procurement for goods and services (including construction services) having an aggregate value of \$500,000 or more (in Federal funds), the Contractor agrees to:

(1) Specify the amount of Federal and State funds that will be used to finance the acquisition in any announcement of the contract award for such goods or services; and

(2) Express the said amount as a percentage of the total costs of the planned acquisition.

s. Contract Administration System. The Contractor shall maintain a contract administration system that ensures that contractors/subcontractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

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

Section 13 Leases

a. Capital Leases. To the extent applicable, the Contractor agrees to comply with FTA regulations, "Capital Leases," 49 C.F.R. Part 639 and any revision thereto.

b. Leases Involving Certificates of Participation. The Contractor agrees to obtain the Department's concurrence before entering into any leasing arrangement involving the issuance of certificates of participation in connection with the acquisition of any capital asset.

Section 14 Patent Rights If any invention, improvement, or discovery of the Contractor or any third party contractor or any subrecipient at any tier of the Project is conceived or first actually

reduced to practice in the course of or under the Project, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Contractor agrees to notify the Department immediately and provide a detailed report in a format satisfactory to the Department. The Contractor agrees that its rights and responsibilities, and those of each third party contractor at any tier of the Project and each subrecipient at any tier of the Project, pertaining to that invention, improvement, or discovery will be determined in accordance with 37 C.F.R. Part 401 and any applicable Federal and State laws, regulations, including any waiver thereof.

Section 15 Rights in Data and Copyrights

a. Data. The term "subject data," as used in this Section 14 of this Agreement means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this Agreement for the Project. Examples include, but are not limited to: computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information. "Subject data" does not include financial reports, cost analyses, or similar information used for Project administration. The Contractor acknowledges that, regarding any subject data first produced in the performance of this Agreement for the Project, except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the Department, unless the Department has previously released or approved the release of such data to the public.

b. Copyrights. The Contractor acknowledges that the FTA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:

(1) The copyright in any work developed under this Agreement or subagreement/subcontract; and

(2) Any rights of copyright to which the Contractor or its subrecipients/ subcontractors purchase ownership with funds awarded for this Project.

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

Section 16 Employee Protections

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

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

Section 17 Environmental Protections. The Contractor recognizes that many Federal and State laws imposing environmental and resource conservation requirements may apply to the Project. Some, but not all, of the major Federal laws that may affect the Project include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 through 4335; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q and scattered sections of Title 29, United States Code; the Clean Water Act, as amended, 33 U.S.C. §§ 1251 through 1377; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 through 6992k; the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 through 9675, as well as environmental provisions within Title 23, United States Code, and 49 U.S.C. chapter 53. The Contractor also recognizes that U.S. EPA, FHWA and other Federal agencies have issued, and in the future are expected to issue, Federal regulations and directives that may affect the Project. Thus, the Contractor agrees to comply, and assures the compliance of each third party contractor, with any applicable Federal laws, regulations and directives as the Federal Government are in effect now or become effective in the future, except to the extent the Federal Government determines otherwise in writing. Listed below are environmental provisions of particular concern to FTA and the Department. The Contractor understands and agrees that those laws, regulations, and directives may not constitute the Contractor's entire obligation to meet all Federal environmental and resource conservation requirements.

a. National Environmental Policy. Federal assistance is contingent upon the Contractor's facilitating FTA's compliance with all applicable requirements and implementing regulations of the National Environmental Policy Act of 1969, as amended, (NEPA) 42 U.S.C. §§ 4321 through 4335 (as restricted by 42 U.S.C. § 5159, if applicable); Executive Order No. 11514, as amended, "Protection and Enhancement of Environmental Quality," 42 U.S.C. § 4321 note; FTA statutory requirements at 49 U.S.C. § 5324(b); U.S. Council on Environmental Quality regulations pertaining to compliance with NEPA, 40 C.F.R. Parts 1500 through 1508; and joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622, and subsequent Federal environmental protection regulations that may be promulgated. As a result of enactment of 23 U.S.C. §§ 139 and 326 as well as to amendments to 23 U.S.C. § 138, environmental decision making requirements imposed on FTA projects to be implemented consistent with the joint FHWA/FTA document, "Interim Guidance for Implementing Key SAFETEA-LU Provisions on Planning, Environment, and Air Quality for Joint FHWA/FTA Authorities," dated September 2, 2005, and any subsequent applicable Federal directives that may be issued, except to the extent that FTA determines otherwise in writing.

b. Air Quality. Except to the extent the Federal Government determines otherwise in writing, the Contractor agrees to comply with all applicable Federal laws, regulations, and directives implementing the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q, and:

(1) The Contractor agrees to comply with the applicable requirements of Section 176(c) of the Clean Air Act, 42 U.S.C. § 7506(c), consistent with the joint FHWA/FTA document, "Interim Guidance for Implementing Key SAFETEA-LU Provisions on Planning, Environment, and Air Quality for Joint FHWA/FTA Authorities," dated September 2, 2005, and any subsequent applicable Federal directives that may be issued; with U.S. EPA regulations, "Conformity to State or Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93, and any subsequent Federal conformity regulations

that may be promulgated. To support the requisite air quality conformity finding for the Project, the Contractor agrees to implement each air quality mitigation or control measure incorporated in the Project. The Contractor further agrees that any Project identified in an applicable State Implementation Plan (SIP) as a Transportation Control Measure will be wholly consistent with the design concept and scope of the Project described in the SIP.

(2) U.S. EPA also imposes requirements implementing the Clean Air Act, as amended, which may apply to public transportation operators, particularly operators of large public transportation bus fleets. Accordingly, the Contractor agrees to comply with the following U.S. EPA regulations to the extent they apply to the Project: "Control of Air Pollution from Mobile Sources," 40 C.F.R. Part 85; "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines," 40 C.F.R. Part 86; and "Fuel Economy of Motor Vehicles," 40 C.F.R. Part 600.

(3) The Contractor agrees to comply with notice of violating facility provisions of Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. § 7606 note.

c. Clean Water. Except to the extent the Federal Government determines otherwise in writing, the Contractor agrees to comply with all applicable Federal regulations and directives issued pursuant to the Clean Water Act, as amended, 33 U.S.C. §§ 1251 through 1377. In addition:

(1) The Contractor agrees to protect underground sources of drinking water consistent with the provisions of the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §§ 300f through 300j-6.

(2) The Contractor agrees to comply with notice of violating facility provisions of Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. § 7606 note.

d. Historic Preservation. The Contractor agrees to encourage compliance with the Federal historic and archaeological preservation requirements of Section 106 of the National Historic Preservation Act, as amended, 16 U.S.C. § 470f; with Executive Order No. 11593, "Protection and Enhancement of the Cultural Environment," 16 U.S.C. § 470 note; and with the Archaeological and Historic Preservation Act of 1974, as amended, 16 U.S.C. §§ 469a through 469c, as follows:

(1) In accordance with U.S. Advisory Council on Historic Preservation regulations, "Protection of Historic and Cultural Properties," 36 C.F.R. Part 800, the Contractor agrees to consult with the State Historic Preservation Officer concerning investigations to identify properties and resources included in or eligible for inclusion in the National Register of Historic Places that may be affected by the Project, and agrees to notify FTA of those properties that are affected.

(2) The Contractor agrees to comply with all applicable Federal regulations and directives to avoid or mitigate adverse effects on those historic properties, except to the extent the Federal Government determines otherwise in writing.

Section 18 Energy Conservation. The Contractor agrees to comply with the North Carolina Energy Policy Act of 1975 (N.C.G.S. 113B) issued in accordance with the Energy Policy and Conservation Act, as amended, 42 U.S.C. §§ 6321 et seq., except to the extent that the Department determines otherwise in writing. To the extent applicable, the Contractor agrees to perform an energy assessment for any building constructed, reconstructed, or modified with FTA assistance, as provided in FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. Part 622, Subpart C.

Section 19 Substance Abuse. To the extent applicable, the Contractor agrees to comply with the following Federal substance abuse regulations:

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

Section 20 Federal Certification Regarding Alcohol Misuse and Prohibited Drug Use.

As required by FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," at 49 CFR part 655, subpart I, the Contractor certifies, by signing this Agreement, that it has established and implemented an alcohol misuse and anti-drug program, and has complied with or will comply with all applicable requirements of FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR part 655, and Section 18 of this Agreement.

Section 21 Safe Operation of Motor Vehicles.

- a. Seat Belt Use. In accordance with the provisions of Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, the Recipient is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned, rented, or personally operated vehicles, and to include this provision in any subagreements, leases, third party contracts, or other similar documents in connection with the Project.
- b. Distracted Driving: includes Text Messaging While Driving. In accordance with Executive Order No. 13513, Federal Leadership on Reducing Text Messaging While Driving October 1, 2009, 23 U.S.C.A. § 402 note, and DOT Order 3902.10, Text Messaging While Driving December 30, 2009, the Grantee is encouraged to comply with the term of the following Special Provision
- c. Text Messaging While Driving. In accordance with Executive Order No. 13513, Federal Leadership on Reducing Text Messaging While Driving October 1, 2009, 23 U.S.C.A. § 402 note, and DOT Order 3902.10, Text Messaging While December 30, 2009, the Grantee is encouraged to comply with the term of the following Special Provision.

Section 22 Safety The Grantee is encouraged to:

- (1) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving –
 - (a) Grantee-owned or Grantee-rented vehicles or Government-owned, leased, or rented vehicles;
 - (b) Privately-owned vehicles when on official Project related business or when performing any work for or on behalf of the Project; or
 - (c) Any vehicle, on or off duty, and using an employer supplied electronic device.
- (2) Conduct workplace safety initiatives in a manner commensurate with the Grantee's size, such as:
 - (a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - (b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

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

Section 23 Protection of Sensitive Security Information.

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

Section 24 Disputes, Breaches, Defaults, or Other Litigation.

The Contractor agrees that FTA and the Department have a vested interest in the settlement of any dispute, breach, default, or litigation involving the Project. Accordingly:

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

Section 25 Amendments/Revisions to the Project.

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

Section 26 Information Obtained Through Internet Links.

This Agreement may include electronic links/Web site addresses to Federal/State laws, regulations, and directives as well as other information. The Department does not guarantee the accuracy of information accessed through such links. Accordingly, the Contractor agrees that information obtained through any electronic link within this Agreement does not represent

an official version of a Federal/State law, regulation, or directive, and might be inaccurate. Thus, information obtained through such links is neither incorporated by reference nor made part of this Agreement. The Federal Register and the Code of Federal Regulations are the official sources for regulatory information pertaining to the Federal Government.

Section 27 Geographic Information and Related Spatial Data.

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

Section 28 Severability.

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

Section 29 Termination of Agreement

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

b. The Contractor. The Contractor may terminate its participation in the Project by notifying and receiving the concurrence of the Department sixty (60) days in advance of the termination.

Section 30 Contract Administrators.

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

For the Department:

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

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name: Angela W Wynes Title: Transit Manager Agency: City of High Point Postal: 716 W Martin Luther King Jr Dr Address: High Point, NC 27262 City/Zip: High Point, NC 27262 Phone: 336-883-3424 Fax: 336-822-7175 Email: angela.wynes@highpointnc.gov	Name: Angela W Wynes Title: Transit Manager Agency: City of High Point Street: 716 W Martin Luther King Jr Dr Address: High Point, NC 27262 City: High Point, NC 27262

Section 31 Federal Certification Regarding Lobbying.

The Contractor certifies, by signing this Agreement, its compliance with Subsection 3d of this Agreement.

Section 32 Federal Certification Regarding Debarment.

The Contractor certifies, by signing this Agreement, its compliance with Subsection 3b of this Agreement.

Section 33 Federal Certification Regarding Alcohol Misuse and Prohibited Drug Use.

As required by FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," at 49 CFR part 655, subpart I, the Contractor certifies, by signing this Agreement, that it has established and implemented an alcohol misuse and anti-drug program, and has complied with or will comply with all applicable requirements of FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR part 655, and Section 18 of this Agreement.

Section 34 Ethics Acknowledgement Policy on Gifts.

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

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

**CITY OF HIGH POINT
on behalf of HIGH POINT URBAN AREA
METROPOLITAN PLANNING ORGANIZATION**

CONTRACTOR'S FEDERAL TAX ID NUMBER: 56-6000231

CONTRACTOR'S FISCAL YEAR END: June 30, 2017

BY: Larry E. McLaslin

TITLE: Deputy **CITY MANAGER**



ATTEST: Lisa A. Vertinsky
TITLE: City Clerk

DEPARTMENT OF TRANSPORTATION

BY: Keith A. Eganberry

TITLE: **DEPUTY SECRETARY FOR TRANSIT**

ATTEST: Lurena W. Battle
TITLE: SECRETARY

Attachment

Certification Regarding Lobbying

(for bids and/or awards)

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Contractor's Authorized Representative: _____

Larry E. McCaslin

Title: Deputy City Manager _____

**CERTIFICATION OF ELIGIBILITY
Under the Iran Divestment Act**

Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-86.55 *et seq.** requires that each vendor, prior to contracting with the State certify, and the undersigned on behalf of the Vendor does hereby certify, to the following:

1. that the vendor is not now and was not at the time of the execution of the Contract dated _____ identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran;
2. that the vendor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and
3. that the undersigned is authorized by the Vendor to make this Certification.

Vendor: City of High Point

By: Randy E. McCaslin 9/19/2016
Signature Date

Randy E. McCaslin Deputy City Manager
Printed Name Title

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and will be updated every 180 days. For questions about the Department of State Treasurer's Iran Divestment Policy, please contact Meryl Murtagh at Meryl.Murtagh@nctreasurer.com or (919) 814-3852.

* Note: Enacted by Session Law 2015-118 as G.S. 143C-55 *et seq.*, but has been renumbered for codification at the direction of the Revisor of Statutes.

NC DOT
Public Transportation Division

SEP 26 2016

RECEIVED

APPENDIX A

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION DIVISION
PROJECT NUMBER: 17-08-113
APPROVED BUDGET SUMMARY
EFFECTIVE DATE 7/1/2016

PROJECT SPONSOR: CITY OF HIGH POINT
PROJECT DESCRIPTION: FY2017 METROPOLITAN PLANNING PROGRAM (SECTION 5303)

I. TOTAL PROJECT EXPENDITURES

DEPARTMENT - 4526 PLANNING I - 36230.19.16.1 \$55,000
PERIOD OF PERFORMANCE JULY 01, 2016 - JUNE 30, 2017

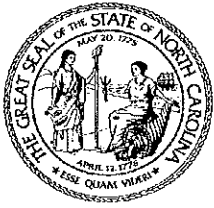
II. TOTAL PROJECT FUNDING

		<u>TOTAL</u>	<u>FEDERAL</u>	<u>STATE</u>	<u>LOCAL</u>
		100%	80%	10%	10%
PLANNING -	36230.19.16.1				
AGREEMENT	2000005135	\$55,000	\$44,000	\$5,500	\$5,500
TOTAL		\$55,000	\$44,000	\$5,500	\$5,500

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION DIVISION
APPROVED PROJECT BUDGET

PROJECT: 17-08-113
SPONSOR: CITY OF HIGH POINT
WBS: 36230.19.16.1

----- DEPARTMENT 4526 - PLANNING I -----		
<u>OBJECT</u>	<u>TITLE</u>	<u>APPROVED BUDGET</u>
M302	442100-PROGRAM SUPPORT ADMINISTRATION	\$ 2,500
M303	442200-GENERAL DEVELOPMENT/COMP PLANNING	\$ -
M304	442301-LONG RANGE TRNSP PLN SYSTEM LEVEL	\$ 2,500
M305	442302-LONG RANGE TRNSP PLN PROJECT LEVEL	\$ -
M306	442400-SHORT RANGE TRNSP PLANNING	\$ 27,400
M307	442500-TRANSP IMPROVEMENT PROGRAM	\$ 5,000
M308	442612-CORD NON-EMERG HUMAN SVC TRNSP	\$ -
M309	442613-TRANSIT OPER PART IN METRO&S-WIDE PLN	\$ -
M310	442614-TRANSIT MGMT-OPS PLN TO INCREASE RIDER	\$ -
M311	442615-SYS PLN TO SUPT TRANSIT CAP INVEST DECIS	\$ -
M312	442616-SAFETY-SECURITY TRANSP PLANNING	\$ -
M313	442700-OTHER ACTIVITIES	\$ 17,600
	TOTAL PLANNING	\$ 55,000



NORTH CAROLINA
DEPARTMENT OF STATE TREASURER
STATE AND LOCAL GOVERNMENT FINANCE DIVISION
AND THE LOCAL GOVERNMENT COMMISSION

JANET COWELL
TREASURER

GREGORY C. GASKINS
DEPUTY TREASURER

September 7, 2016

The Honorable Mayor
City of High Point
c/o Jeffrey A. Moore, CPA CGMA
Financial Services Director
P.O. Box 230
211 South Hamilton Street
High Point, North Carolina 27261

Re: City of High Point-- General Obligation Refunding Bonds
Amount not to exceed: \$25,000,000

Dear Mayor:

The application requesting Local Government Commission approval of issuance of the proposed bonds of the above-referenced unit was formally approved by the Executive Committee of the Local Government Commission on September 6, 2016.

The Commission also approved the selection of the following financing team members for the above referenced bond issue:

Bond Counsel:	Womble Carlyle Sandridge & Rice LLP
Financial Advisor:	Davenport & Company, LLC
Escrow Agent:	US Bank, NA
Verification Agent:	Bingham Arbitrage Rebate Services, Inc.

Also enclosed is the Schedule of Financing Costs to be completed and returned within 30 days of closing. Instructions for completion are on the reverse side of the form.

We are pleased to have had this opportunity to serve you.

Sincerely,


Greg C. Gaskins, Secretary
Local Government Commission

GCG/aps

cc: Jeffrey A. Moore, CPA CGMA
Finance Services Director

Paul Billow, Esquire
Womble Carlyle Sandridge & Rice, LLP

Ted Cole
Mitch Brigulio
Davenport & Company, LLC

CITY OF HIGH POINT

AGENDA ITEM



Title: Transit Section 5303 Planning Grant Agreement with NCDOT

From: Mark McDonald

Meeting Date: 09/06/2016

Public Hearing: N/A

Advertising Date / N/A

Advertised By:

Attachments: Award Letter

PURPOSE:

Execute an agreement with the North Carolina Department of Transportation (NCDOT) for the Federal and State share of the FY17 Section 5303 planning grant. These funds are used to cover staff time for collecting and analyzing transit operational statistics, compliance with civil rights requirements, and planning activities associated with future transit services and Furniture Market transportation.

BACKGROUND:

On December 3, 2015, NCDOT approved funds in the amount of \$49,500 for the Federal and State share of the transit system's Section 5303 planning grant.

BUDGET IMPACT:

The City's matching share of \$5,500 is included in the FY17 budget.

RECOMMENDATION / ACTION REQUESTED:

Staff recommends authorizing the City Manager to execute the required agreement with NCDOT to receive reimbursement funds for the project.



PAT McCRORY
Governor

NICHOLAS J. TENNYSON
Secretary

August 5, 2016

Mr. Greg Demko, City Manager
City of High Point
Post Office Box 230
High Point, North Carolina 27261-0230

RE: FY2017 Metropolitan Planning Program (Section 5303)
Project No: 17-08-113
WBS Element No(s): 36230.19.16.1 (Plan)
Agreement ID. TBD
Period of Performance: 7/1/16 – 6/30/17

Dear Mr. Demko:

On December 3, 2015, the Board of Transportation approved your organization's request for a FY17 Metropolitan Planning (Section 5303) grant in the amount of \$49,500. The agreement to be executed between City of High Point and NCDOT is enclosed. The individual authorized to enter into this agreement for the financial assistance on behalf of your agency will sign the agreement. Please provide a copy of the agreement to all parties that will be involved in the administration of the grant, and request that the agreement be reviewed carefully. Instructions for completion of the grant agreement process are enclosed.

Please refer to Section 5b of the grant agreement that requires sub-recipients to submit monthly or quarterly requests for reimbursement.

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

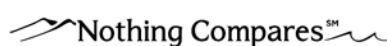
Sincerely,

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

Debbie Collins
Director

DC\mf

Cc: Angela Wynes, Transportation Manager



The City Council of the City of High Point, North Carolina held a regular meeting in the Council Chambers of the Municipal Building located at 211 South Hamilton Street in High Point, North Carolina, the regular place of meeting, at 5:30 p.m. on September 6, 2016.

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

Absent: None

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

* * * * *

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

RESOLUTION MAKING CERTAIN FINDINGS AND DETERMINATIONS, AUTHORIZING THE FILING OF AN APPLICATION WITH THE LOCAL GOVERNMENT COMMISSION, REQUESTING THE LOCAL GOVERNMENT COMMISSION TO SELL BONDS AT A PRIVATE SALE AND APPROVING THE FINANCING TEAM IN CONNECTION WITH THE SALE AND ISSUANCE OF REVENUE REFUNDING BONDS BY THE CITY

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

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

(a) The City currently operates a water system and sanitary sewer system, both of which provide service to the residents of the City and its environs.

(b) Pursuant to a Trust Agreement, dated as of November 1, 2004 (the "Trust Agreement"), between the City and Wachovia Bank, National Association (succeeded by U.S. Bank National Association), as trustee (the "Trustee"), the City created a combined enterprise system (the "Combined Enterprise System"), consisting of the City's water system and sanitary sewer system. The Trust Agreement provides for the issuance of revenue bonds thereunder secured by the net receipts of the Combined Enterprise System as set forth therein, to finance improvements to the Combined Enterprise System and to refund all or a portion of any bonds issued under the Trust Agreement.

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

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

(e) The City may be able to realize significant debt service savings through the refunding of all or a portion of the outstanding Series 2006 Bonds and Series 2008 Bonds.

(f) The City wishes to commence procedures at this time for the issuance of its Combined Enterprise System Revenue Refunding Bonds, Series 2016 (the "Series 2016 Bonds") for the purpose of providing funds, together with any other available funds, to (i) refund all or a portion of the outstanding Series 2006 Bonds and Series 2008 Bonds and (ii) pay the fees and expenses incurred in connection with the sale and issuance the Series 2016 Bonds.

(g) The amount of the proposed Series 2016 Bonds will be sufficient, but not excessive, for the purpose of paying the costs associated with the proposed refunding.

(h) The annual audits of the City show the City to be in strict compliance with debt management policies, and the budgetary and fiscal management policies of the City are in compliance with law.

(i) The proposed Series 2016 Bonds can be marketed at a reasonable interest cost to the City.

(j) No projected rate increases for water and sanitary sewer service are expected in connection with the issuance of the proposed Series 2016 Bonds.

(k) The net present value debt service savings to be realized by such refunding are expected to exceed 10% of the par amount of the refunded bonds.

Section 2. The City Manager, the Financial Services Director and the City Attorney of the City are hereby authorized and directed to file an application with the Local Government Commission for approval of the issuance of the Series 2016 Bonds in an aggregate principal amount not to exceed \$64,000,000 for the purpose of providing funds, together with any other available funds, to (a) refund all or a portion of the outstanding Series 2006 Bonds and Series 2008 Bonds and (b) pay the fees and expenses incurred in connection with the sale and issuance of the Series 2016 Bonds. Any such action heretofore taken in connection with the filing of such application is hereby ratified and approved.

Section 3. The Local Government Commission is hereby requested to sell the proposed Series 2016 Bonds at a private sale without advertisement.

Section 4. The following financing team members are hereby approved by the City in connection with the proposed Series 2016 Bonds:

Bond Counsel:	Womble Carlyle Sandridge & Rice, LLP
Underwriters:	Wells Fargo Bank, National Association Robert W. Baird & Co. FTN Financial Capital Markets
Underwriters' Counsel:	Pillsbury Winthrop Shaw Pittman LLP
Trustee/Bond Registrar/ Escrow Agent:	U.S. Bank National Association
Financial Advisor:	Davenport & Company LLC
Verification Agent:	Bingham Arbitrage Rebate Services, Inc.

Section 5. This resolution shall take effect immediately upon its passage.

Upon motion of Council Member James Davis _____, seconded by Council Member Latimer Alexander _____, the foregoing resolution entitled "RESOLUTION MAKING CERTAIN FINDINGS AND DETERMINATIONS, AUTHORIZING THE FILING OF AN APPLICATION WITH THE LOCAL GOVERNMENT COMMISSION, REQUESTING THE LOCAL GOVERNMENT COMMISSION TO SELL BONDS AT A PRIVATE SALE AND APPROVING THE FINANCING TEAM IN CONNECTION WITH THE SALE AND ISSUANCE OF REVENUE REFUNDING BONDS BY THE CITY" was passed by the following vote:

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

Noes: None

* * * * *

I, Lisa B. Vierling, City Clerk of the City of High Point, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and accurate copy of so much of the proceedings of the City Council of said City at a regular meeting held on September 6, 2016, as relates in any way to the adoption of the foregoing resolution and that said proceedings are recorded in minute books of said City Council.

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

WITNESS my hand and the official seal of said City this 6th day of September, 2016.



Lisa B. Vierling, City Clerk

CITY OF HIGH POINT

AGENDA ITEM



Title: Rear Loading Refuse Trucks

From: Gary Smith, Fleet Director

Public Hearing: N/A

Attachments: Bid Recommendation

Meeting Date: September 6, 2016

Advertising Date / N/A

Advertised By: N/A

PURPOSE:

The Solid Waste Division of Public Services has two rear loading refuse trucks in need of replacement due to age and hours. Using the NC Sheriffs' Association Procurement contract, two 2017 Freightliner trucks with New Way Rear Loading Refuse bodies are being recommended for council approval.

BACKGROUND:

The Solid Waste Division is currently using two 2005 Sterling trucks with the Heil rear loading bodies that have over 13,000 hours. These trucks are used for residential collection and the furniture market. Both trucks are at the end of their useful life. This will help to reduce downtime for the department as well as overtime for our technicians. The New Way rear loading refuse body is similar to the ones they are currently using and will meet their needs. The price of \$170,653 is for one truck, body installation, and delivery. Estimated delivery is 90-120 days. Total cost is \$341,306 for two.

BUDGET IMPACT:

Funds are available in 2016-17 budget

RECOMMENDATION / ACTION REQUESTED:

The Fleet Services Department recommends purchasing the two Freightliner trucks with New Way rear loading refuse bodies from Carolina Freightliner of Raleigh. Recommendation also includes declaring the old trucks as surplus and disposal.





**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT: **Fleet Services**

COUNCIL AGENDA DATE: **Sep 6, 2016**

BID NO.: CONTRACT NO.: **7-01-0617** DATE OPENED: **Jun 30, 2016**

DESCRIPTION:

2017 Freightliner truck with New Way Rear Loading Refuse body

PURPOSE:

The Solid Waste Division is currently using two 2005 Sterling trucks with the Heil rear loading bodies that have over 13,000 hours. These trucks are used for residential collection and the furniture market. Both trucks are at the end of their useful life.

COMMENTS:

The price of \$170,653 is for one truck, body installation, and delivery. Estimated delivery is 90-120 days. Total cost is \$341,306 for two.

RECOMMEND AWARD TO: **Carolina Freightliner of Raleigh, LLC** AMOUNT: **\$341,306**

JUSTIFICATION:

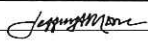
The New Way rear loading refuse body is similar to what they are currently using and will meet their needs.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
501271	532401			\$341,306
TOTAL BUDGETED AMOUNT				\$341,306

DEPARTMENT HEAD: **Gary L. Smith** Digitally signed by Gary L. Smith
Date: 2016.08.08 13:34:30 -04'00' DATE: **Aug 8, 2016**

The Purchasing Division concurs with recommendation submitted by the **Fleet Services** and recommends award to the lowest responsible, responsive bidder **Carolina Freightliner** in the amount of \$ **341,306.00**.

PURCHASING MANAGER: **Erik Conti** Digitally signed by Erik Conti
DN: cn=Erik Conti, o, ou,
email=erik.conti@highpointnc.gov, c=US
Date: 2016.08.30 10:20:55 -04'00' DATE: **Aug 30, 2016**

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR:  Digitally signed by Jeffrey A. Moore
DN: cn=Jeffrey A. Moore, o=City of High Point, NC,
ou=Financial Services Director,
email=jfmoore@highpointnc.gov, c=US
Date: 2016.08.30 11:56:17 -04'00' DATE: **Aug 30, 2016**

CITY MANAGER: **Greg Demko** Digitally signed by Greg Demko
DN: cn=Greg Demko, o=High Point, ou=High Point,
email=greg.demko@highpointnc.gov, c=US
Date: 2016.08.30 13:06:09 -04'00' DATE: **Aug 30, 2016**

CITY OF HIGH POINT

AGENDA ITEM



Title: Sole Source for YSI 6600 V2-4 Multi-parameter Water Quality Loggers

From: Terry Houk – Public Services Director

Meeting Date: September 6, 2016

Public Hearing: N/A

Attachments: Justification from NC State University

PURPOSE:

This equipment is used by Public Services for field remote monitoring of water supply lakes.

BACKGROUND:

The YSI probes are part of a contracted monitoring program conducted by NC State University. It gives real time data on the quality and treatability conditions of water leaving out water supply lakes. The hardware interface provided by YSI is the only acceptable product that will transmit and receive the NC State proprietary software communication and processing protocols that convert the data.

BUDGET IMPACT:

Funds for these parts are available in FY 2016/2017.

RECOMMENDATION / ACTION REQUESTED:

The Public Services Department is recommending that Council approve this purchase to YSI Inc. in the amount of \$34,034.50.

Center for Applied Aquatic
Ecology
Campus Box 7510
Raleigh, NC 27695-7510

919.515.3421
919.513.3194 (fax)

August 18, 2016

To Whom It May Concern:

A sole source justification is requested for the purchase of **2 each YSI, Inc. 6600 V2-4 Multi-parameter Water Quality Loggers** with medium depth sensor, 4 Optical ports, 1 pH/ORP port and a 6560 Conductivity/Temperature probe kit from YSI, Inc. 1700 Brannum Lane, Yellow Springs, OH 45387. The requested instruments are to be replacements for the same type of equipment used in the City of High Point/NCSU Center for Applied Aquatic Ecology City Lake and Oak Hollow Lake monitoring program which are owned by the Center for Applied Aquatic Ecology. These are the only instruments that will interface with current profiler equipment and communications software.

Specific reasons for this request are as follows,

1. The YSI, Inc. 6600 Multiparameter Water Quality Loggers is the only instrument that can be used with the profilers installed on City and Oak Hollow reservoirs. Our RTRM and data acquisition computer software and hardware is now configured for this type of multi-parameter water quality logger. Cables and dataloggers are specific to these sondes.

2. These water quality loggers have field replaceable probes that are easily changed under harsh field conditions in the field, a feature that only YSI, Inc. equipment has. This is necessary feature for the success of our field-monitoring program. This capability allows us to easily switch sensors that we have on hand from one sonde to another giving us little down time. The NCSU-CAAE has an extensive inventory of these sensors that are specific to the 6600 sonde which will save the City of High Point money.

If you required further information or have any questions, please contact me immediately.

Kind Regards,



Robert E. Reed, Ph.D.
Research Scientist
North Carolina State University - Center for Applied Aquatic Ecology
620 Hutton St. Suite 104
Raleigh, NC 27606
919.513.3681
919.513.3194 FAX
rereed@unity.ncsu.edu



HIGH POINT FIRE DEPARTMENT

Office of the Fire Chief



August 26, 2016

The High Point Fire Department has received Accredited Agency status with the Commission on Fire Accreditation International (CFAI) for meeting the criteria established through the CFAI's voluntary self-assessment and accreditation program. The HPFD is one of only 234 agencies to achieve Internationally Accredited Agency status with the CFAI and the Center for Public Safety Excellence, INC. (CPSE), and one of only 38 agencies to achieve both Accredited Agency status as well as an ISO 1 rating.

CFAI is dedicated to assisting the fire and emergency service agencies throughout the world in achieving excellence through self-assessment and accreditation in order to provide continuous improvement and the enhancement of service delivery to their communities. The CFAI process is voluntary, and provides an agency with an improvement model to assess their service delivery and performance internally and then works with a team of peers from other agencies to evaluate their completed self-assessment.

HPFD stated that the agency's achievement of Accredited Agency status "demonstrates the commitment of the agency to provide the highest quality of service to our community." HPFD also said, "We have also been able to use the Commission on Fire Accreditation International's process as a proactive mechanism to plan for the future of this agency and locate areas where we can improve on the quality of the services we provide."

A strategic plan, community risk analysis, standard of cover analysis, an internal self-assessment and continued growth are the key components to the accreditation model. Being peer reviewed and checked by the Commissioners, the accreditation process is a detailed evaluation of the Department, which assures the public that the services provided are appropriate and to a high level of standing, identifies and creates a system to develop strategies and plans for growth, and documents policies and procedures for the entire Department.



Commission on Fire Accreditation International
An Improvement Model Through Self Assessment

ACCREDITED AGENCY AWARD

High Point Fire Department
High Point, North Carolina

The Commission on Fire Accreditation International is dedicated to assisting the fire and emergency service agencies throughout the world in achieving excellence through self-assessment and accreditation in order to provide continuous quality improvement and the enhancement of service delivery to their communities.

High Point Fire Department, having met in full the requirements of the Commission on Fire Accreditation International, as witnessed by a team of their peers and members of the Commission, is hereby awarded the status of Accredited Agency. In witness whereof this Accredited Agency Award is issued this Seventeenth day of August in the year two thousand sixteen.

Randy R. Bringham
Chief Randy R. Bringham, President
Center for Public Safety Excellence Board of Directors

Chief Steve Westermann
Chief Steve Westermann, Chairman
Commission on Fire Accreditation International







Commission on Fire Accreditation International Hearings
High Point Fire Department, NC
August 17, 2016



**CITY OF HIGH POINT, NORTH CAROLINA
STATEMENT OF TOTAL ESTIMATED INTEREST PURSUANT TO THE
LOCAL GOVERNMENT BOND ACT, AS AMENDED**

I, Jeffrey A. Moore, Financial Services Director of the City of High Point, North Carolina (the "City"), having been designated by the City Council of the City (the "City Council") to make and file with the City Clerk a statement of total estimated interest pursuant to The Local Government Bond Act, as amended, DO HEREBY CERTIFY as follows:

1. On September 6, 2016, the City Council introduced and adopted a bond order authorizing the issuance by the City of \$25,000,000 General Obligation Refunding Bonds (the "Bonds").

2. If the Bonds are duly authorized and issued, I have estimated that the total amount of interest to be paid by the City over the expected term of the Bonds to be \$6,170,800. Such estimate is based on the following:

(a) The Bonds will be issued on November 1, 2016 in the aggregate principal amount of \$20,110,000.

(b) The Bonds will be sold with original issue premium of \$3,724,969.30.

(c) The Bonds will mature annually on March 1, \$5,000 2017, \$835,000 2018, \$1,600,000 2019, \$1,885,000 2020 to 2021, inclusive, \$1,855,000 2022, \$1,845,000 2023, \$1,820,000 2024, \$1,865,000 2025, \$1,910,000 2026 to 2028, inclusive, and \$785,000 2029.

(d) The Bonds maturing on or after March 1, 2028 will be subject to optional redemption on any date on or after March 1, 2027 at a redemption price equal to 100% of the principal amount of the Bonds to be redeemed plus accrued interest to the redemption date.

(e) The Bonds will bear interest at various coupon rates resulting in a true interest cost of 1.67%. Such true interest cost is a conservative fair market estimate of interest rate(s) to be borne by the Bonds and used by the City for planning purposes. Interest on the Bonds will be payable semiannually on each March 1 and September 1, beginning March 1, 2017.

The total estimated amount of interest on the Bonds over the expected term of the Bonds is preliminary and for general purposes only. The City makes no assurances that the assumptions upon which such estimate is based will occur, and the occurrence of certain of such assumption is beyond the control of the City. Differences between the actual circumstances at the time the Bonds are issued and the assumptions set forth above could result in significant differences between the total amount of estimated interest and the total amount of actual interest to be paid on the Bonds if and when issued. The validity of the Bonds is not subject to challenge on the grounds that the actual interest to be paid on the Bonds when issued is different than the total amount of estimated interest on the Bonds set forth above.

Signed this 6 day of September, 2016.

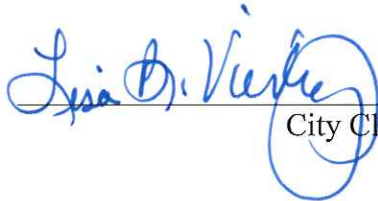


Financial Services Director

* * * * *

I, Lisa B. Vierling, City Clerk of the City of High Point, North Carolina, DO HEREBY CERTIFY that the foregoing is a true copy of a statement of total estimated interest which was filed with me at a meeting of the City Council of said City held on September 6, 2016, after the introduction of an order authorizing bonds of said City, and that said statement is open to public inspection in my office.

WITNESS my hand and official seal of said City this 6th day of September, 2016.



City Clerk





FINANCE COMMITTEE

Chaired by Council Member J. Davis

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

AUGUST 10, 2016 – 4:00 P.M.

3rd FLOOR CONFERENCE ROOM

MINUTES

Present:

Committee Chairman Jim Davis and Committee Members Latimer Alexander, Cynthia Davis, and Alyce Hill

Staff Present:

Greg Demko, City Manager; Eric Olmedo, Budget & Administrative Director; Randy McCaslin, Deputy City Manager; Kim Thore, Right of Way Coordinator; Scott Dingus, Engineering Services; Gary Smith, Director of Fleet Maintenance; Keith Pugh, Director of Engineering Services; Jeff Moore, Director of Financial Services; Mark McDonald, Director of Transportation; JoAnne Carlyle, City Attorney; Maria Smith, Deputy City Clerk; and Lisa Vierling, City Clerk

News Media:

Pat Kimbrough, High Point Enterprise

Chairman J. Davis called the meeting to order at 4:05 p.m.

Contract – North Main Street Underground Utilities

Council is requested to award contract for Bid No. 67 to Yates Construction Company, Inc. in the amount of \$5,577,460.75 for the North Main Street Underground Utilities project.

Keith Pugh, Engineering Services Director, entertained questions from Council regarding the project.

Committee Member Alexander inquired on a start date and asked if it would be immediately following the October Furniture Market. Mr. Pugh anticipated this and felt the contractors would not want to start, only have a month to work, then have to shut down for the Market. He explained the contractors do have some discretion as to how they will coordinate the work itself and noted more details would surface regarding this once the pre-construction meeting is held assuming the contract is awarded. There will be detour routes set up throughout the construction for the northbound traffic with three different options on how to turn off of Main Street, to get around the worksite and back to Main. There will be one southbound lane open to traffic at all times. He shared that this project would surely come with inconveniences for everyone involved and noted the contractor is aware of this so they will have some of the most seasoned project managers on site. Mr. Pugh reiterated that they do anticipate waiting until after the fall Furniture Market for this.

Committee Member Alexander expressed concerns regarding the driveways for some of the businesses. Mr. Pugh advised that most of them would maintain the access to those businesses along Main Street with access off side or rear streets. He pointed out driveway access for the Pizza Hut and the shopping center where Sumela Restaurant is located would be the two most problematic. Regarding access to the shopping center, they propose to open a driveway off Sunset through a parking lot at the Library for connection to this shopping center. He explained that driveway access to Pizza Hut would continue to be problematic as the property owner to the rear is not being cooperative, so they will have to do the very best they can to maintain front door driveway access for the Pizza Hut.

Chairman J. Davis asked about the extra \$1.825 million and wanted to know what that is going to do to the other water/sewer line projects in the city. He asked if there was any contingency built into the contract because there more than likely would be overruns. Eric Olmedo, Budget & Administrative Director explained \$1 million was budgeted for the underground electric, but pointed out it was non-specific in that the money was not budgeted for any specific project. Regarding the obsolete water and sewer lines, Mr. Olmedo reported that the city budgets for these on an annual basis. He further stated the balance on the water side is about \$3.6 million and on the sewer side, it's about \$3.2 million. He reiterated these monies are not budgeted for specific projects, but are to address any failures that may occur. He explained these are Pay-As-You-Go monies, not revenue bonds money.

Committee Member Hill asked if any of this was from the money that was set aside for the South Main Street project. Mr. Olmedo replied that was a separate pot of money. He reminded the Committee that the two-thirds money was originally \$5.75 million and the money from the South Main project was pulled out of there as well as the money for the Library Plaza project.

Chairman J. Davis asked what would happen if they run into the old trolley lines. He mentioned that he has already had the historic people approach him about this and they have indicated they would like to salvage part of High Point's history. Mr. Pugh explained they previously ran into the same thing while constructing the Mendenhall Station and they handled it by pulling the cobblestones out and preserving them for display at the High Point Museum. Chairman J. Davis reported that this citizen expressed an interest in leaving the trolley tracks in the street. Mr. Pugh advised that the trolley tracks would need to be pulled out, but they would follow Council's direction on that. Greg Demko, City Manager, noted that although we need to appreciate the history, the improvements still need to be made to Main Street. He suggested it might be possible to pull the trolley tracks out and put them over at the Museum to be preserved.

Committee Member Alexander advised if we run into a significant issue, then a budget ordinance could be adopted to use some reserve dollars. Mr. Pugh explained that this is a type of project where things could not be left hanging. Committee Member Alexander asked about the possibility of doing a small budget amendment ordinance for \$25 million for contingencies. Mr. Demko mentioned there is some money set aside for utilities without impacting the operations. Committee Member C. Davis stated she does not have a problem voting for it, but expressed concerns about finding the dollars when the city has such a big budget. She pointed out the first budget increased 6% with this budget increasing up to 3%. She believed there could have been more to defer until next year to help with the budget. She expressed disappointment that staff did not respond to her suggestion made in an earlier email regarding finding the money. She also pointed out that the "Pay-As-You-Go" would be a good place to start, but noted a lot of people—especially seniors—are hard-pressed and cannot absorb any more increases.

Chairman J. Davis complimented staff by always doing a good job in estimating these project costs, but questioned why this one came in close to \$2 million of what was estimated initially. Mr. Pugh explained they are fixing Main Street as part of this as well and pointed out the scope of the project has changed.

He further explained that they are now working down the side streets (along Westwood, Ray, Montlieu and West Parkway) which was not in the original scope of the project. Committee Member C. Davis reiterated concerns about the amount of money being spent for the improvements along Main Street because the citizens on fixed incomes continue to call her upset about the dollars being spent on the projects on Main Street.

Scott Dingus, Engineering Services, explained that part of the difference in the bid amount and the contract was due to the amount of construction work (projects) now available. He noted there was one bidder the first time the project was bid out, with only two bidders the second time. He reiterated due to the volume of work available, it increased the bids by a good 20% more. Committee Member C. Davis asked if we could have gone out for an additional bid to allow other contractors to bid. Mr. Dingus replied that they did try to get more bids and explained that three were required for the first bid, but only two were received; therefore, that is why the project was delayed to begin with.

Committee Member Alexander suggested to completely shut down Main Street (north and south) to do the project and asked what this would do to the bid estimate. Mr. Pugh explained it was bid out with both assumptions in place, but after talking with Transportation, they felt they had a good southbound detour route available, so that was one of the primary reasons for wanting to leave one lane open.

Mark McDonald, Director of Transportation, noted these other options were discussed many times and carefully considered and decided it would be best for these improvements not to have a big impact on the Furniture Market. He pointed out Main Street is a major carrier for traffic during the Furniture Market. He advised that two markets would be lost either way. Committee Member Alexander advised that although he does strongly support the Furniture Market, he felt the city does a great job in accommodating them. He asked if there might be dollars to trade for inconvenience.

Mr. Pugh noted this was discussed when negotiating with the contractors on numerous occasions in anticipation of then impact of the project and they felt the way Greensboro handled the Gate City Boulevard improvements was not an option simply because of the amount of time it would cost and with the Market soon approaching, they wanted to get the project done as quick as possible. He also pointed out the soon approaching winter months would be problematic if they take the asphalt completely off the road because if it rains, it would never dry out. It would be extremely problematic for them to work under those conditions. He advised working two trenches on the project would definitely be feasible while limiting exposure to the weather as well.

Chairman J. Davis stated he liked Committee Member Alexander's idea to shut down Main Street (north and south bound) to do the project and see what the financial impact would be to the bid estimate to do this because he felt it would be much faster than trying to work around the traffic.

Committee Member C. Davis mentioned the truck problem and suggested making Johnson or Hamilton Street dual streets temporarily to accommodate the needs during Market then go back to normal direction post Market. Mr. McDonald pointed out the area of impact along most of Johnson and Hamilton for the most part is two-way traffic up to Ray. He felt they would be inconveniencing too many people for longer periods of time not to maintain at least one southbound travel lane although staff could certainly explore Council Member C. Davis' request.

Mr. Pugh pointed out to Committee Member Alexander that when they rebid the project and had one bid to start with, one of the provisions they changed in the language were that the side streets could remain closed during market. He stated that they could continue to work on Ray, Sunset, Montlieu, and Parkway, but would have to have Main Street open. Committee Member Alexander felt these improvements to Main Street were very much needed and expressed his appreciation for the professional

job that the staff does on a daily basis. He agreed it is a tough decision as to whether to deal with the inconvenience over a long period of time or just go in and “grip it and rip it”.

Committee Member Alexander moved to forward this matter to the City Council with a favorable recommendation for approval. Committee Member Hill made a second to the motion. The motion carried unanimously. [4-0 vote]

Contract – Tandem Axle Dump Truck

Council is requested to award contract for the purchase of a Tandem Axle Dump Truck from Transource in the amount of \$137,029.43 for use at the Ingleside Compost facility.

Staff is asking for Council’s approval to replace the 2002 model Tandem Axle Dump Truck from Transource with 97,000 miles; this truck is being used daily. Gary Smith, Director of Fleet Maintenance, advised the Mack® truck that they are requesting to purchase in the amount of \$137,029.43 will be obtained from the local Mack® dealership.

Chairman J. Davis asked if this truck would go off the premises or if it would stay at Ingleside Compost Facility to move mulch around. Mr. Smith confirmed it would go to the landfill.

Chairman J. Davis moved to forward this matter to the City Council with a favorable recommendation for approval. Committee Member Alexander made a second to the motion. The motion carried unanimously. [4-0 vote]

Lease Amendment – High Point Theatre/International Market Center – HVAC

Council is requested to approve an amendment to the original lease agreement between the High Point Theatre and the International Market Centers for the HVAC usage by the Theatre.

Mr. Demko explained the month-to-month amount for the utilities for the Theatre. Chairman J. Davis inquired if this was an increase from last year’s budgeted amount of \$183,000 for the heating/air. He explained he had requested they look into the cost which resulted in an estimated \$100,000 savings.

Committee Member Hill moved to forward this matter to the City Council with a favorable recommendation for approval. Committee Member Alexander made a second to the motion. The motion carried unanimously. [4-0 vote]

Resolution - Condemnation – 1330 Kersey Valley Road

Council is requested to adopt a Resolution authorizing condemnation of property located at 1330 Kersey Valley Road belonging to Stanton Edward Yarborough et ux. Property is needed for the Kersey Valley Landfill Electric Line project.

Kim Thore, Right of Way Coordinator, reported that there is a need to run electric from a substation off of Kersey Valley to the Landfill and since this is in the county, there are some Northstate lines running through there already. The city plans to run its electric lines at the top of some new poles which requires easements. She explained she was able to obtain all the easements except for these two that involved some unresolved heir issues.

Committee Member C. Davis expressed concerns about the proximity of the house and was curious about the distance from the house and where the poles would be located. Ms. Thore noted the Northstate poles are already in place.

Chairman J. Davis moved to forward this matter to the City Council with a favorable recommendation for approval. Committee Member Alexander made a second to the motion. The motion carried unanimously. [4-0 vote]

Resolution - Condemnation – 1303 Kersey Valley Road

Council is requested to adopt a Resolution authorizing condemnation of property located at 1303 Kersey Valley Road belonging to Tony E. Yarborough, et al. Property is needed for the Kersey Valley Landfill Electric Line project.

Chairman J. Davis moved to forward this matter to the City Council with a favorable recommendation for approval. Committee Member Hill made a second to the motion. The motion carried unanimously. [4-0 vote]

Report of Surplus Equipment Disposal

Council is requested to acknowledge receipt of the report of the sale of surplus equipment in fiscal year 2015-2016 as required by the City of High Point Purchasing Policies and Procedures Manual.

Gary Smith, Director of Fleet Maintenance, reported that the city generated approximately \$535,000 in revenue from the sale of vehicles and equipment through the on-line auction. He noted in years past, the city had an on-site auction which averaged approximately \$150,000 a year. He pointed out the on-line auction is much more popular and results in higher revenues because people can bid and participate throughout the United States.

The Committee acknowledged receipt of the Surplus Equipment Disposal Report for FY 2015-2016.

There being nothing further to discuss, the meeting adjourned at 4:41 p.m. upon motion duly made and seconded.

Respectfully submitted,

Maria A. Smith
Deputy City Clerk

James C. Davis, Chairman

CITY OF HIGH POINT

AGENDA ITEM



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

From: Jeffrey A Moore, Financial Services Director

Meeting Date: September 6, 2016

Public Hearing: No

Advertising Date /

Advertised By: N/A

Attachments: Form of Proceedings

PURPOSE:

The Financial Services Department recommends that the City Council take the first steps to authorize the issuance of up to \$64,000,000 Series 2016 Combined Enterprise System Revenue Refunding Bonds. Actions requested include authorizing the application for the issuance of refunding bonds at a not-to-exceed amount of \$64,000,000.

BACKGROUND:

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

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

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

BUDGET IMPACT:

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

RECOMMENDATION / ACTIONS REQUESTED:

City Council is requested to approve the attached "Resolution Making Certain Findings and Determinations Authorizing the Filing of an Application with the Local Government Commission, Requesting the Local Government Commission to Sell Bonds at a Private Sale, Approving the Financing Team and Authorizing the Distribution of a Preliminary Official Statement in Connection With the Issuance of Revenue Refunding Bonds By the City of High Point."

The City Council of the City of High Point, North Carolina held a regular meeting in the Council Chambers of the Municipal Building located at 211 South Hamilton Street in High Point, North Carolina, the regular place of meeting, at 5:30 p.m. on September 6, 2016.

Present: Mayor William “Bill” Bencini, presiding, and Council Members

Absent: Council Members

Also Present: _____

* * * * *

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

RESOLUTION MAKING CERTAIN FINDINGS AND DETERMINATIONS, AUTHORIZING THE FILING OF AN APPLICATION WITH THE LOCAL GOVERNMENT COMMISSION, REQUESTING THE LOCAL GOVERNMENT COMMISSION TO SELL BONDS AT A PRIVATE SALE AND APPROVING THE FINANCING TEAM IN CONNECTION WITH THE SALE AND ISSUANCE OF REVENUE REFUNDING BONDS BY THE CITY

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

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

(a) The City currently operates a water system and sanitary sewer system, both of which provide service to the residents of the City and its environs.

(b) Pursuant to a Trust Agreement, dated as of November 1, 2004 (the “Trust Agreement”), between the City and Wachovia Bank, National Association (succeeded by U.S. Bank National Association), as trustee (the “Trustee”), the City created a combined enterprise

system (the “Combined Enterprise System”), consisting of the City’s water system and sanitary sewer system. The Trust Agreement provides for the issuance of revenue bonds thereunder secured by the net receipts of the Combined Enterprise System as set forth therein, to finance improvements to the Combined Enterprise System and to refund all or a portion of any bonds issued under the Trust Agreement.

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

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

(e) The City may be able to realize significant debt service savings through the refunding of all or a portion of the outstanding Series 2006 Bonds and Series 2008 Bonds.

(f) The City wishes to commence procedures at this time for the issuance of its Combined Enterprise System Revenue Refunding Bonds, Series 2016 (the “Series 2016 Bonds”) for the purpose of providing funds, together with any other available funds, to (i) refund all or a portion of the outstanding Series 2006 Bonds and Series 2008 Bonds and (ii) pay the fees and expenses incurred in connection with the sale and issuance the Series 2016 Bonds.

(g) The amount of the proposed Series 2016 Bonds will be sufficient, but not excessive, for the purpose of paying the costs associated with the proposed refunding.

(h) The annual audits of the City show the City to be in strict compliance with debt management policies, and the budgetary and fiscal management policies of the City are in compliance with law.

(i) The proposed Series 2016 Bonds can be marketed at a reasonable interest cost to the City.

(j) No projected rate increases for water and sanitary sewer service are expected in connection with the issuance of the proposed Series 2016 Bonds.

(k) The net present value debt service savings to be realized by such refunding are expected to exceed 10% of the par amount of the refunded bonds.

Section 2. The City Manager, the Financial Services Director and the City Attorney of the City are hereby authorized and directed to file an application with the Local Government Commission for approval of the issuance of the Series 2016 Bonds in an aggregate principal amount not to exceed \$64,000,000 for the purpose of providing funds, together with any other available funds, to (a) refund all or a portion of the outstanding Series 2006 Bonds and Series 2008 Bonds and (b) pay the fees and expenses incurred in connection with the sale and issuance of the Series 2016 Bonds. Any such action heretofore taken in connection with the filing of such application is hereby ratified and approved.

Section 3. The Local Government Commission is hereby requested to sell the proposed Series 2016 Bonds at a private sale without advertisement.

Section 4. The following financing team members are hereby approved by the City in connection with the proposed Series 2016 Bonds:

Bond Counsel: Womble Carlyle Sandridge & Rice, LLP

Underwriters: Wells Fargo Bank, National Association
Robert W. Baird & Co.
FTN Financial Capital Markets

Underwriters' Counsel: Pillsbury Winthrop Shaw Pittman LLP

Trustee/Bond Registrar/
Escrow Agent: U.S. Bank National Association

Financial Advisor: Davenport & Company LLC

Verification Agent: Bingham Arbitrage Rebate Services, Inc.

Section 5. This resolution shall take effect immediately upon its passage.

Upon motion of Council Member _____, seconded by Council Member _____, the foregoing resolution entitled "RESOLUTION MAKING CERTAIN FINDINGS AND DETERMINATIONS, AUTHORIZING THE FILING OF AN APPLICATION WITH THE LOCAL GOVERNMENT COMMISSION, REQUESTING THE LOCAL GOVERNMENT COMMISSION TO SELL BONDS AT A PRIVATE SALE AND APPROVING THE FINANCING TEAM IN CONNECTION WITH THE SALE AND ISSUANCE OF REVENUE REFUNDING BONDS BY THE CITY" was passed by the following vote:

Ayes: _____

Noes: _____

* * * * *

I, Lisa B. Vierling, City Clerk of the City of High Point, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and accurate copy of so much of the proceedings of the City Council of said City at a regular meeting held on September 6, 2016, as relates in any way to the adoption of the foregoing resolution and that said proceedings are recorded in minute books of said City Council.

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

WITNESS my hand and the official seal of said City this 6th day of September, 2016.

City Clerk

[SEAL]