

City of High Point

*High Point Theatre, Gallery B
220 E. Commerce Avenue
High Point, NC 27261*



Meeting Agenda

Monday, August 21, 2017

5:30 PM

High Point Theatre - Gallery B (Upstairs)

City Council

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

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

- [170268](#) Resolution - AmeriCorps VISTA
Mayor Bencini will present at Resolution recognizing the dedication and service works of AmeriCorps VISTA's sponsored by High Point University.
Attachments: [Resolution- Support of VISTA Program](#)
- [170269](#) Recognition - Historic Preservation Commission Member
Bob Robbins, Senior Planner, will be presenting former Historic Preservation Commission Member, Tom Lugarich, with a plaque of appreciation for his five years of service on the HPC.
- [170292](#) Introduction of New Guilford County School Principals
Members of the Guilford County School Board will be in attendance to introduce three new principals assigned to our area schools.

FINANCE COMMITTEE - PUBLIC HEARING - Council Member J. Davis, Chair

- [170280](#) Public Hearing - EDC Incentives - Superior, LLC
Monday August 21, 2017 at 5:30 is the date and time established to receive public comments on a funding request for performance-based incentives for a company's expansion project at 4161 Piedmont Parkway; and authorize the City Manager to execute all documents.
Attachments: [11. Public Hearing - EDC Incentives - Superior LLC](#)

CONSENT AGENDA ITEMS

- [170270](#) Contract - Purchase of Electric Digger Derrick Truck
Council is requested to approve a contract with Terex Utilities, Inc., in the amount of \$272,020.00 for the purchase of a new Freightliner truck with a Terex Commander 5048 digger derrick body for use by the Electric Utility Department.
Attachments: [1. Electric Digger Derrick Truck](#)
- [170271](#) Contract - Purchase of Electric Crane Truck
Council is requested to approve a contract with National Auto Fleet Group/72 Hour LLC in the amount of \$297,793.00 for the purchase of a 2018 Freightliner M2 and Crane package for use by the Electric Utility Department.
Attachments: [2. Electric Crane Truck](#)
- [170272](#) Contract - Purchase of Knuckleboom Truck
Council is requested to approve a contract with Amick Equipment

Company in the amount of \$139,395.50 for the purchase of a new 2017 Freightliner with a Petersen TL-3 knuckleboom loader for use by the Environmental Services Division of Public Services.

Attachments: [3. Knuckleboom](#)

[170273](#)

Contract - Construction of Dog Park

Council is requested to approve a contract with Creative Design and Construction in the amount of \$122,629.00 for the construction of a dog park located at Hedgecock Park on West Parris Avenue.

Attachments: [4. Contract - Construction of Dog Park](#)

[170274](#)

Resolution - Rental Agreement - E-Z-Go Golf Carts

Council is requested to adopted a Resolution authorizing the City Manager to execute the necessary documents in connection with the rental financing agreement with PNC Equipment Finance LLC for the rental of golf carts for the Municipal Golf Courses.

Attachments: [5. Golf Cart Financing Agreement](#)

[Resolution Golf Carts - signed](#)

[170276](#)

Resolutions - Authorized Signatures for City Depositories

Council is requested to adopt a series of Resolutions for authorizing depository agreements for those active depository and investment institutions which the City currently conducts deposit, disbursement and/or investment relationships.

Attachments: [7. Banking Signatories](#)

[Resolutions - Bank Depositories - Signed](#)

[170277](#)

Updating Authorized Signatories for Pre-Audit Certification

Council is requested to authorize the positions and appropriate individuals be "deputy finance officers" as defined in the statutes to execute a valid preaudit certificate for the encumbering valid obligations of the City of High Point.

Attachments: [8. Deputy Finance Officers](#)

[170278](#)

Resolution - Interlocal Agreement - Guilford County - Proposed County Animal Shelter

Council is requested to adopt a Resolution authorizing the Mayor to execute a Interlocal Agreement between the City of High Point and the County of Guilford County to provide municipal water and sewer collection infrastructure and services for a proposed county animal shelter site located at 979 and 926-R2 Guilford College Road.

Attachments: [9. Resolution - Proposed Guilford County Animal Shelter](#)

[Resolution -Agreement Animal Shelter - Signed](#)

REGULAR AGENDA ITEMS

FINANCE COMMITTEE - Council Member J. Davis, Chair[170275](#)

Software Upgrade - Cayenta
Council is requested to approve an upgrade to the Customer Information System (CIS) Cayenta software used for utility billing and collections in the amount of \$218,700.00.

Attachments: [6. Cayenta Upgrade](#)

[170279](#)

Resolution - Establish Public Hearing Date - Proposed Financing of Downtown Multi-Use Sports and Entertainment Facility
Council is requested to adopt a Resolution calling for a public hearing on Monday, September 18, 2017 at 5:30 p.m. pursuant to NC General Statute 160A-20 for the consideration of financing the Downtown Multi-Use Sports and Entertainment Facility through the issuance of limited obligation bonds.

Attachments: [10. Establish Public Hearing For Financing Catalyst Facility](#)

[Resolution Calling Public Hearing- High Point Multipurpose Facility 2017 - signe](#)

COMMUNITY HOUSING, NEIGHBORHOOD DEVELOPMENT AND PUBLIC SAFETY COMMITTEE - Council Member Golden, Chair[170281](#)

Amendment - Subrecipient Agreement with Greensboro Consortium
Council is requested to adopt a Resolution Authorizing a Subrecipient Agreement Amendment with the City of Greensboro and that the appropriate City official and/or employee be authorized to execute all necessary documents.

Attachments: [1. Amendment of Subrecipient Agreement with the Greensboro Consortium](#)

[Resolution Amending Subrecipient Agreement Greensboro Interlocal - Signed](#)

[170282](#)

Ordinance - Demolition of Structure - 1216 E. Russell Street
Council is requested to adopt an ordinance requiring the building inspector to effectuate the demolition of a structure located at 1216 E. Russell Street belonging to Susan Taro.

Attachments: [1216 E Russell Council](#)

[170283](#)

Ordinance - Demolition of Structure - 523 N. Centennial Street
Council is requested to adopt an ordinance requiring the building inspector to effectuate the demolition of a structure located at 523 N. Centennial Street belonging to NTH Realty, LLC.

Attachments: [523 N. Centennial Council packet](#)

[170284](#)

Ordinance - Demolition of Structure - 709 Hilltop Street
Council is requested to adopt an ordinance requiring the building inspector to effectuate the demolition of a structure located at 709 Hilltop Street belonging to Victor Manuel Campos Rivas and Cynthia Lanto.

Attachments: [709 Hilltop Council packet](#)

PENDING ITEMS[170255](#)

Ordinance - Demolition of Structure - 1013 Johnson Street
Council is requested to adopt an ordinance ordering the housing inspector to effectuate the demolition of a structure located at 1013 Johnson Street belonging to Don G. Angell Trust.

Attachments: [5. 1013 Johnson St Council Packet](#)

[160330](#)

Ordinance - Demolition of Structure - 512 Hines Street
Council is requested to adopt an ordinance requiring the building inspector to effectuate the demolition of a structure located at 512 Hines Street belonging to Eliseo Zavala. (At the November 7, 2016 meeting this item was deferred to the December 5, 2016 Council Meeting. At the December 5, 2016 Council Meeting, Council deferred this item for 60 days or until the February 6, 2017 Council Meeting. At the February 6th Council Meeting, item was placed back in pending. At the May 1, 2017 meeting this item was continued to the May 15, 2017 meeting. At the May 15th Council Meeting this item was deferred for 45 days). At the June 5th meeting item was deferred pending receipt of the executed Supplemental Order from the property owner.

Attachments: [512 Hines St Council 5-1-17 updated](#)

PROSPERITY & LIVABILITY COMMITTEE - Council Member Ewing, Chair[170287](#)

Catalyst Project - Master Developer
Introduction of recommended Catalyst Project Master Developer.

Attachments: [Master Developer - Catalyst Project](#)

[High Point RFP 2](#)

[High Point Master Developer RFQ 5_23_17](#)

[Master Developer - PowerPoint](#)

PLANNING & DEVELOPMENT COMMITTEE - Mayor Pro Tem Wagner, Chair[170285](#)

Resolution of Intent - Annexation 17-08
Approval of a Resolution of Intent that establishes a public hearing date of Monday, September 18, 2017 at 5:30 p.m., to consider a voluntary contiguous annexation of approximately 19.8 acres lying along the west side of Elon Place, approximately 1,600 feet south of Business 85. The property is addressed as 1236 Elon Place and also known as Guilford County Tax Parcel 0161532.

Attachments: [1. Council ROI Cover Memo - AN17-08](#)

[170286](#)

Mobilitie, LLC - Right-of-Way Encroachment Permits E-17-0002, RE-17-0007, RE-17-0008
A request by Mobilitie, LLC to allow 3 utility poles to be erected within the right-of-way in various areas of the City. The poles encroach into the

right-of-way at differing amounts dependent upon location.

Attachments: [Staff Report \(RE-17-02\) FULL](#)
[Mobilitie PowerPoint](#)

PUBLIC HEARING - PLANNING & DEVELOPMENT

- [170288](#) Jamestown Annexation Agreement
Consideration of a Resolution to renew an annexation agreement between the Town of Jamestown, North Carolina and the City of High Point, North Carolina.

Attachments: [2017 Jamestown HP Annexation Agreement complete for Council](#)

GENERAL BUSINESS AGENDA

- [170288](#) Amended Lease Agreement - Thomas Built Bus - Wireless Antennas
Council is requested to adopt a resolution approving an amended Lease Agreement with Thomas Built Buses providing for wireless network equipment on utility poles currently being leased by Thomas Buses at the 715 W. Fairfield Road campus.

Attachments: [Thomas Built Bus - Wireless facilities](#)
[Utility Pole Lease Resolution -Signed](#)

- [170291](#) Reappointment - P & R Commission - Ed Price
Council Member Cynthia Davis is recommending the reappointment of Ed Price to the Parks and Recreation Commission as her at-large appointment. Appointment will be effective July 1, 2017 and expire July 1, 2020.

Attachments: [Appointments -Boards and Commissions](#)

- [170290](#) Minutes to Be Approved
Prosperity & Livability Committee; Wednesday, August 2nd @ 10:00 a.m.
Finance Committee; Wednesday, August 2nd @ 4:00 p.m.
Manager's Briefing Session; Monday, August 7th @ 4:00 p.m.
Regular Council Meeting; Monday, August 7th @ 5:30 p.m.
Community Housing, Neighborhood Development and Public Safety Committee; Tuesday, August 8th @ 10:00 a.m.

Attachments: [1. August 2 2017 Prosperity & Livability Committee](#)
[2. August 2 2017 Finance Committee](#)
[3. August 7 2017 Manager's Briefing](#)
[4. August 7 2017 High Point City Council](#)
[5. August 8 2017 Community Housing Neighborhood Development & Public Safety](#)

ADJOURNMENT

CITY OF HIGH POINT

AGENDA ITEM



Title: Dog Park Area – Hedgecock Park

From: Lee Tillery –Parks and Recreation Director

Meeting Date: August 21, 2017

Public Hearing: N/A

Advertising Date: July 2, 2017

Advertised By: Purchasing

Attachments: Attachment A – Bid Tabulations
Attachment B – Site Rendering

PURPOSE:

The construction of a dog park area located at Hedgecock Park, 300 W. Parris Avenue. The dog park area will include fenced in areas for large and small dogs, play features, benches and landscaping.

BACKGROUND:

The City currently does not have a dog park area, but the need has been identified in previous Master Plans and from citizen input. We began working with interested citizens two years ago to discuss the possibility and moved forward on a site plan for Hedgecock Park in the past year. This plan has moved forward through input from residents and ultimately approved by the Parks and Recreation Commission. Designated dog areas in parks are becoming increasingly popular and this will provide an opportunity for dog owners and their pets to enjoy a dedicated space within our park system.

BUDGET IMPACT:

Funds for this project are included in the Capital Improvement Plan (CIP) of the Parks and Recreation 2017-18 budget.

RECOMMENDATION / ACTION REQUESTED:

Staff recommends City Council approve a contract with Creative Design and Construction in the amount of \$122,629.00 for construction of a city dog park.



FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL

DEPARTMENT: Parks and Recreation

COUNCIL AGENDA DATE: August 21, 2017

BID NO.: 01-072617 CONTRACT NO.: DATE OPENED: Jul 26, 2017

DESCRIPTION:

Construction of a "Dog Park" area at Hedgecock Park, 300 West Parris Avenue

PURPOSE:

COMMENTS:

RECOMMEND AWARD TO: Creative Design and Construction Inc. AMOUNT: \$122,629

JUSTIFICATION:

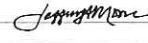
Budgeted CIP project for 2017-18

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
401410	533701	401171024505	40202	\$122,629
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: P. Lee Tillery Digitally signed by P. Lee Tillery
DN: cn=P. Lee Tillery, o=City of High Point, ou,
email=lee.tillery@highpointnc.gov, c=US
Date: 2017.08.01 16:38:25 -0400 DATE: Aug 1, 2017

The Purchasing Division concurs with recommendation submitted by the Parks & Recreation and recommends award to the lowest responsible, responsive bidder Creative Design & Constr. in the amount of \$ 122,629.00.

PURCHASING MANAGER: Erik Conti Digitally signed by Erik Conti
DN: cn=Erik Conti, o, ou,
email=erik.conti@highpointnc.gov, c=US
Date: 2017.08.04 09:23:05 -0400 DATE: Aug 4, 2017

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR:  Digitally signed by Jeffrey A. Moore
DN: cn=Jeffrey A. Moore, o=City of High Point, NC,
email=jtffmoore@highpointnc.gov, c=US
Date: 2017.08.07 16:10:24 -0400 DATE: Aug 7, 2017

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: 2017.08.08 11:50:05 -0400 DATE: Aug 7, 2017



PRECEDENT IMAGERY



(A) PRIMARY ENTRY SIGNAGE



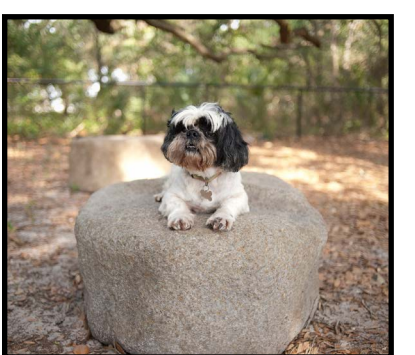
(B) DOG PARK RULES



(C) GROUND COVER TYPES



(D) WASTE STATION, DOG FOUNTAIN & DOUBLE GATE



(E) FREE PLAY STATIONS

CITY OF HIGH POINT

AGENDA ITEM



Title: Public Hearing – Superion, LLC

From: Loren Hill, President, HPEDC
Sandy Dunbeck, Executive VP HPEDC

Meeting Date: August 21, 2017

Public Hearing: Yes

Advertising Date: 8/12/2017

Advertised By: HPE

Attachments: Legal Advertisement

PURPOSE:

City Council will consider a request from Superion LLC to authorize up to \$80,000 in performance based incentives for the company's potential expansion in High Point.

BACKGROUND:

Superion LLC

- High Point company that designs and provides software for public safety, public administration, federal agencies and non-profit agencies.
- Currently located at 4000 Ossi Court in High Point and considering relocating and expanding into a portion of the building at 4161 Piedmont Parkway, High Point NC.
- The company has also considered the states of Florida and Iowa
- The project will involve the investment of approximately \$2,500,000 in building improvements, information technology equipment and furniture and fixtures.
- The company currently has 140 employees and plans to add 80 new positions for a total of 220 employees.
- Average wages for the proposed new jobs are \$55,000/year.

BUDGET IMPACT:

- If the company meets the benchmarks outlined in its performance agreement, it could receive up to \$80,000 in installment payments. The source of that funding would be the City's Economic Development Incentive Fund, which is funded by general and electric revenues.

RECOMMENDATION / ACTION REQUESTED:

The High Point EDC staff recommends that the City Council:

- Authorize up to \$80,000 in performance based incentives for the Superion LLC project and
- Authorize the City Manager to execute a performance agreement with the company containing benchmarks for the company to achieve and a schedule for the payment of such financial incentives.

Pursuant to N.C. General Statute 158-7.1, notice is hereby given that a public hearing will be held by the High Point City Council on Monday, August 21, 2017, at 5:30 p.m. in the High Point Theatre, Gallery B, 220 E. Commerce Ave., High Point, NC, for the purpose of receiving public input on a funding request for a local company which expects to expand at 4161 Piedmont Parkway. The company proposes adding 80 full-time jobs to its current High Point workforce. The High Point City Council will consider authorizing up to \$80,000. The source of funding would be the Economic Development Incentive Fund, which is funded by general and electric revenues. The City would be authorized to provide this financial assistance upon the company's job creation – pursuant to an incentive performance agreement containing benchmarks and schedule for the payment of such financial assistance. For further information, please call 336-883-3116.

August 12, 2017

The City Council of the City of High Point, North Carolina met in 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 August 21, 2017.

Present: Mayor William "Bill" Bencini, presiding, and Council Members Latimer Alexander, Cynthia Davis, James Davis, Jason Ewing, Jeffrey Golden, Alyce Hill, Jay Wagner, Christopher Williams

Absent: None

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

* * * * *

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

RESOLUTION CALLING A PUBLIC HEARING IN CONNECTION WITH THE FINANCING OF THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF A DOWNTOWN MULTI-USE SPORTS AND ENTERTAINMENT FACILITY PURSUANT TO AN INSTALLMENT FINANCING ARRANGEMENT

WHEREAS, the City Council (the "City Council") of the City of High Point, North Carolina (the "City") is considering the financing of the acquisition, construction and equipping of a downtown multi-use sports and entertainment facility and related appurtenances (the "Project"), all pursuant to an installment financing arrangement;

WHEREAS, in order to finance the Project, the City proposes to enter into a trust agreement or similar financing agreement (the "Agreement");

WHEREAS, as security for its obligations under the Agreement, the City proposes to execute and deliver a deed of trust granting a lien on the site of the Project, together with all improvements and fixtures located or to be located thereon;

WHEREAS, in accordance with Section 160A-20(g) of the North Carolina General Statutes, the City is required to hold a public hearing on the proposed Agreement described above; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City as follows:

1. The City Council hereby fixes 5:30 p.m. on September 18, 2017 in the Council Chambers of the Municipal Building located at 211 South Hamilton Street in High Point, North Carolina, as the hour, day and place for the public hearing on the proposed Agreement.

2. The City Council hereby directs the City Clerk to publish notice of such public hearing once in the High Point Enterprise not later than the 10th day before said date.

3. This resolution shall take effect immediately upon its adoption.

Upon motion of Council Member Latimer Alexander, seconded by Council Member Jay Wagner, the foregoing resolution was adopted by the following vote:

Ayes: Mayor William "Bill" Bencini, presiding, and Council Members Latimer Alexander, Jason Ewing, Jeffrey Golden, Alyce Hill, Jay Wagner, Christopher Williams

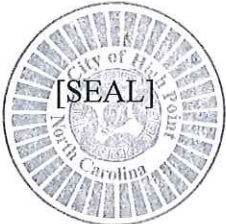
Noes: Council Members Cynthia Davis and James Davis

* * * * *

I, Lisa B. Vierling, MMC, 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 August 21, 2017, as relates in any way to the adoption of the foregoing resolution calling a public hearing on a proposed installment financing by 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 21st day of August, 2017.



Lisa B. Vierling
City Clerk

City of High Point **City Council Meeting**



Right-of-way Encroachments

August 21st, 2017





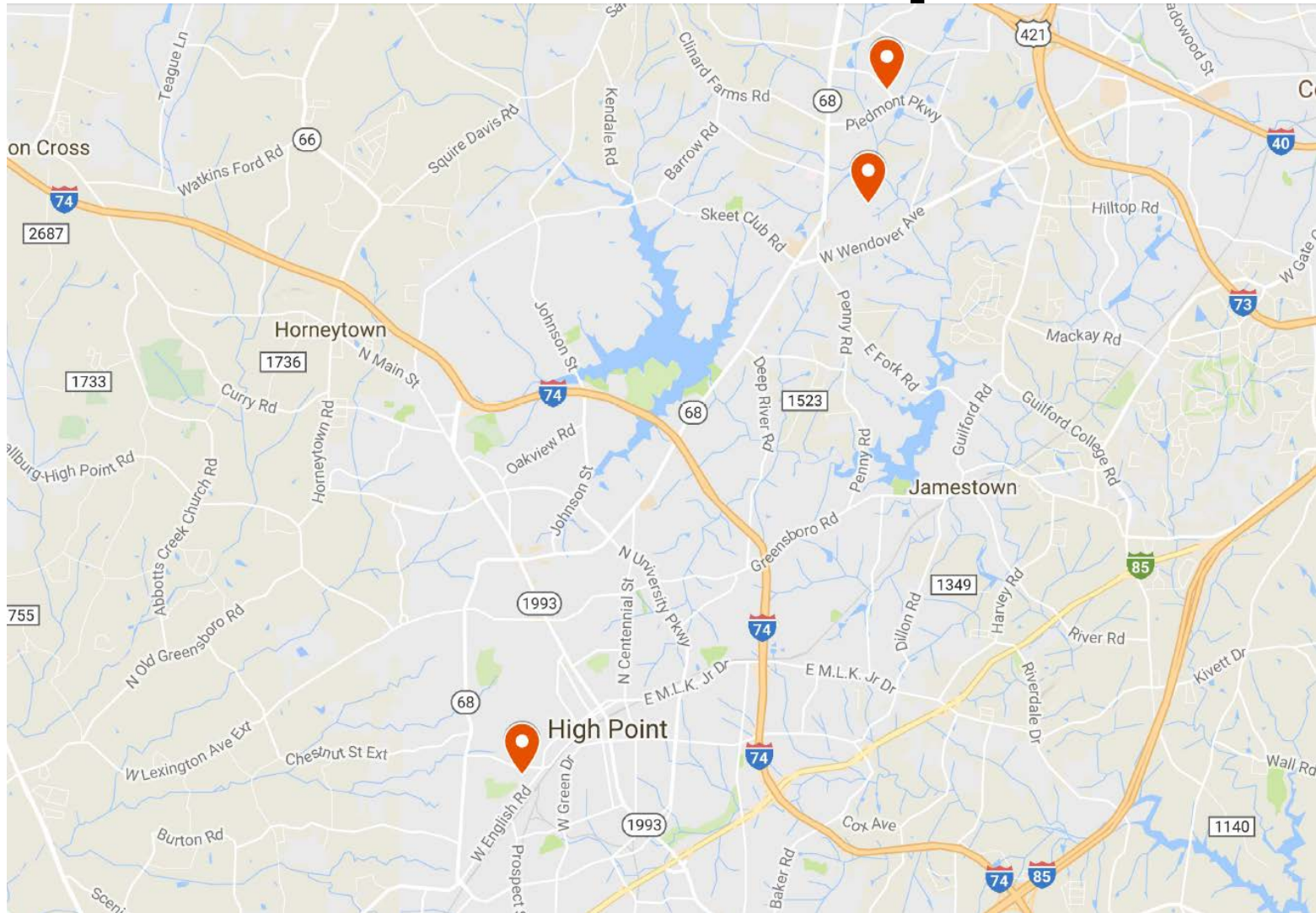
Proposed

- Three monopole encroachments
 - From 38-feet, 4-inches in height
 - Up to 48-feet, 4-inches in height
- Premier right-of-way
- Piedmont Crossing right-of-way
- N Rotary right-of-way

ROW Encroachment

Mobilitie

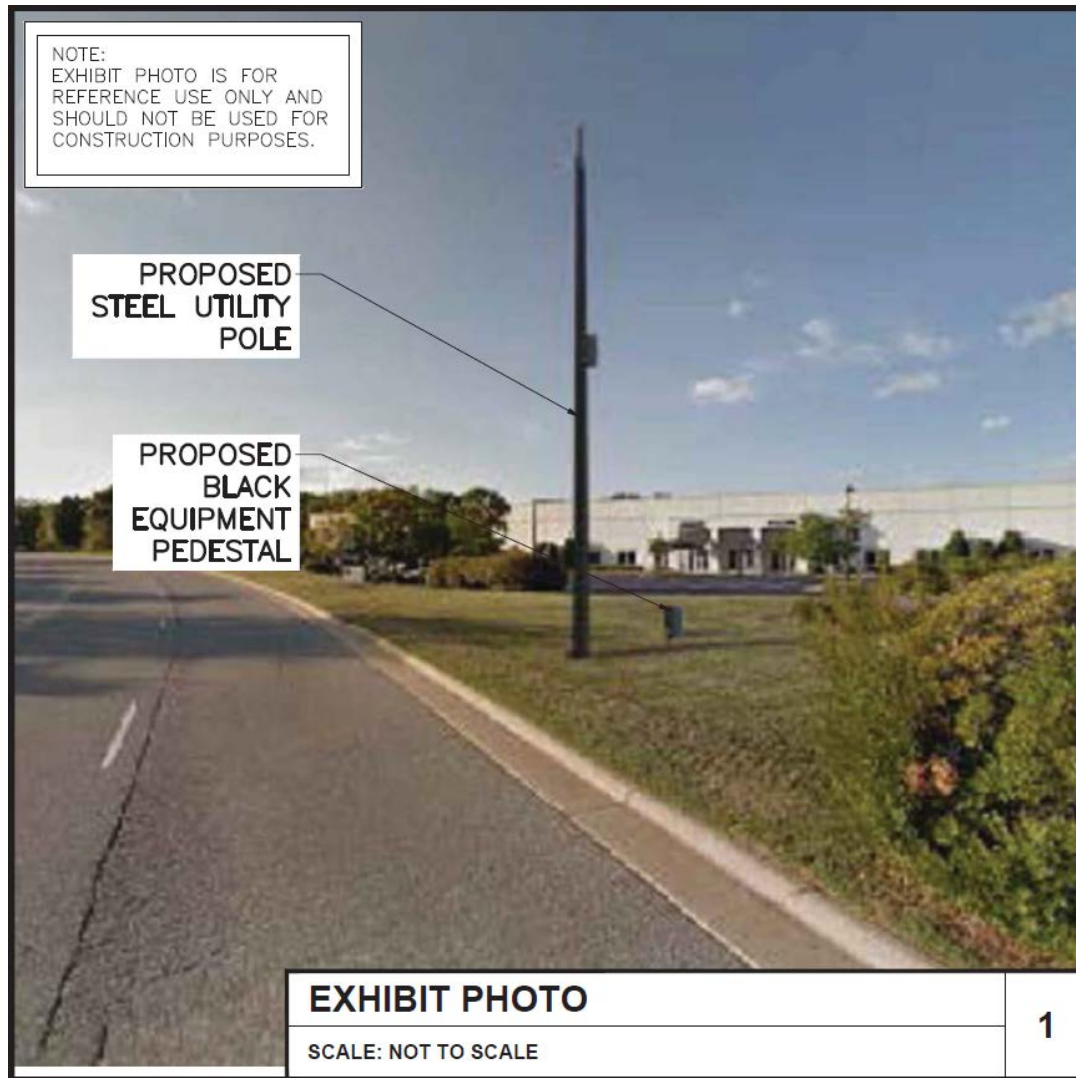
Location Map



ROW Encroachment

Mobilitie

Rendering



ROW Encroachment

Mobilitie

CITY OF HIGH POINT

AGENDA ITEM



Title: Establish Public Hearing for Proposed Financing of Downtown Multi-Use Sports and Entertainment Facility

From: Jeffrey A. Moore, Financial Services Director **Meeting Date:** August 21, 2017

Public Hearing: No

Advertising Date N/A

Advertised By: N/A

Attachments: Notice of Public Hearing

PURPOSE:

In accordance with State law, the City Council must conduct a public hearing to receive comments with regards to City Council's consideration of an installment financing contract through the issuance of limited obligation bonds to pay for the Downtown Multi-Use Sports and Entertainment Facility.

BACKGROUND:

The issuance of any debt obligation (bonds, notes, financing agreements, and leases) of the City requires the authorization of the City Council. The issuance of an installment financing contract, in this case through limited obligation bonds, is authorized by G.S. 160A-20.

The statute requires approval of the Local Government Commission because the proposed transaction will be collateralized by real property. As required for that body's approval, a public hearing on the proposed financing must be conducted by the City Council.

BUDGET IMPACT:

N/A

RECOMMENDATION / ACTION REQUESTED:

City Council is requested to establish a public hearing date of Monday, September 18, 2017 at 5:30 p.m. pursuant to NC General Statute 160A-20 for the consideration of financing the Downtown Multi-Use Sports and Entertainment Facility through the issuance of limited obligation bonds.

The City Council of the City of High Point, North Carolina met in 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 August 21, 2017.

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 distributed to each Council Member:

**RESOLUTION CALLING A PUBLIC HEARING IN CONNECTION
WITH THE FINANCING OF THE ACQUISITION, CONSTRUCTION
AND EQUIPPING OF A DOWNTOWN MULTI-USE SPORTS AND
ENTERTAINMENT FACILITY PURSUANT TO AN INSTALLMENT
FINANCING ARRANGEMENT**

WHEREAS, the City Council (the “City Council”) of the City of High Point, North Carolina (the “City”) is considering the financing of the acquisition, construction and equipping of a downtown multi-use sports and entertainment facility and related appurtenances (the “Project”), all pursuant to an installment financing arrangement;

WHEREAS, in order to finance the Project, the City proposes to enter into a trust agreement or similar financing agreement (the “Agreement”);

WHEREAS, as security for its obligations under the Agreement, the City proposes to execute and deliver a deed of trust granting a lien on the site of the Project, together with all improvements and fixtures located or to be located thereon;

WHEREAS, in accordance with Section 160A-20(g) of the North Carolina General Statutes, the City is required to hold a public hearing on the proposed Agreement described above; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City as follows:

1. The City Council hereby fixes 5:30 p.m. on September 18, 2017 in the Council Chambers of the Municipal Building located at 211 South Hamilton Street in High Point, North Carolina, as the hour, day and place for the public hearing on the proposed Agreement.

2. The City Council hereby directs the City Clerk to publish notice of such public hearing once in the High Point Enterprise not later than the 10th day before said date.

3. This resolution shall take effect immediately upon its adoption.

Upon motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was adopted by the following vote:

Ayes: _____

Noes: _____

* * * * *

I, Lisa B. Vierling, MMC, 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 August 21, 2017, as relates in any way to the adoption of the foregoing resolution calling a public hearing on a proposed installment financing by 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 21st day of August, 2017.

City Clerk

[SEAL]

CITY OF HIGH POINT

AGENDA ITEM



Title: **Right-Of-Way Encroachment RE-17-0002, RE-17-0007 & RE-17-0008**
(Mobilitie, LLC)

From: Lee Burnette, Planning & Development
Director

Meeting Date: August 21, 2017

Public Hearing: No

Advertising Date: Not Applicable

Advertised By: Not Applicable

Attachments: A. Staff Memo
B. Location Maps
C. Sample Renderings

PURPOSE:

A request by Mobilitie, LLC to install 3 omni-directional cellular antenna poles within various right-of-way locations in the City.

BACKGROUND:

Staff memo and the Technical Review Committee's recommendation is enclosed.

BUDGET IMPACT:

There is no budget impact.

RECOMMENDATION / ACTION REQUESTED:

A. On August 1, 2017 the Technical Review Committee recommended ***approval*** of Right-Of-Way Encroachments RE-17-0002, RE-17-0007 & RE-17-0008.

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

**RIGHT-OF-WAY ENCROACHMENT
RE-17-0002, RE-17-0007 & RE-17-0008**

August 21, 2017

Request	
Applicant: Mobilitie, LLC	Proposal: To allow 3 utility poles to be located in the public right-of-way in various locations throughout the City of High Point.

Adjacent Streets		
Name:	Classification:	R/W Width:
Various – see attached maps	Various – see attached maps	Various – see attached maps

Analysis

The applicant is requesting permission to allow 3 utility poles to be erected within the city street right-of-way in various areas of the City. The poles encroach in to the right-of-way at differing amounts dependent upon location.

The encroachments consist of 3 poles, ranging in height from 39-feet 4-inches to 48-feet 4-inches, with omni-directional cellular antennas mounted on the top of each pole, and additional equipment attached to or internal to the poles themselves.

The Technical Review Committee reviewed these three requests on August 1, 2017, and determined that the proposed encroachments would not affect public safety or interfere with maintenance needs.

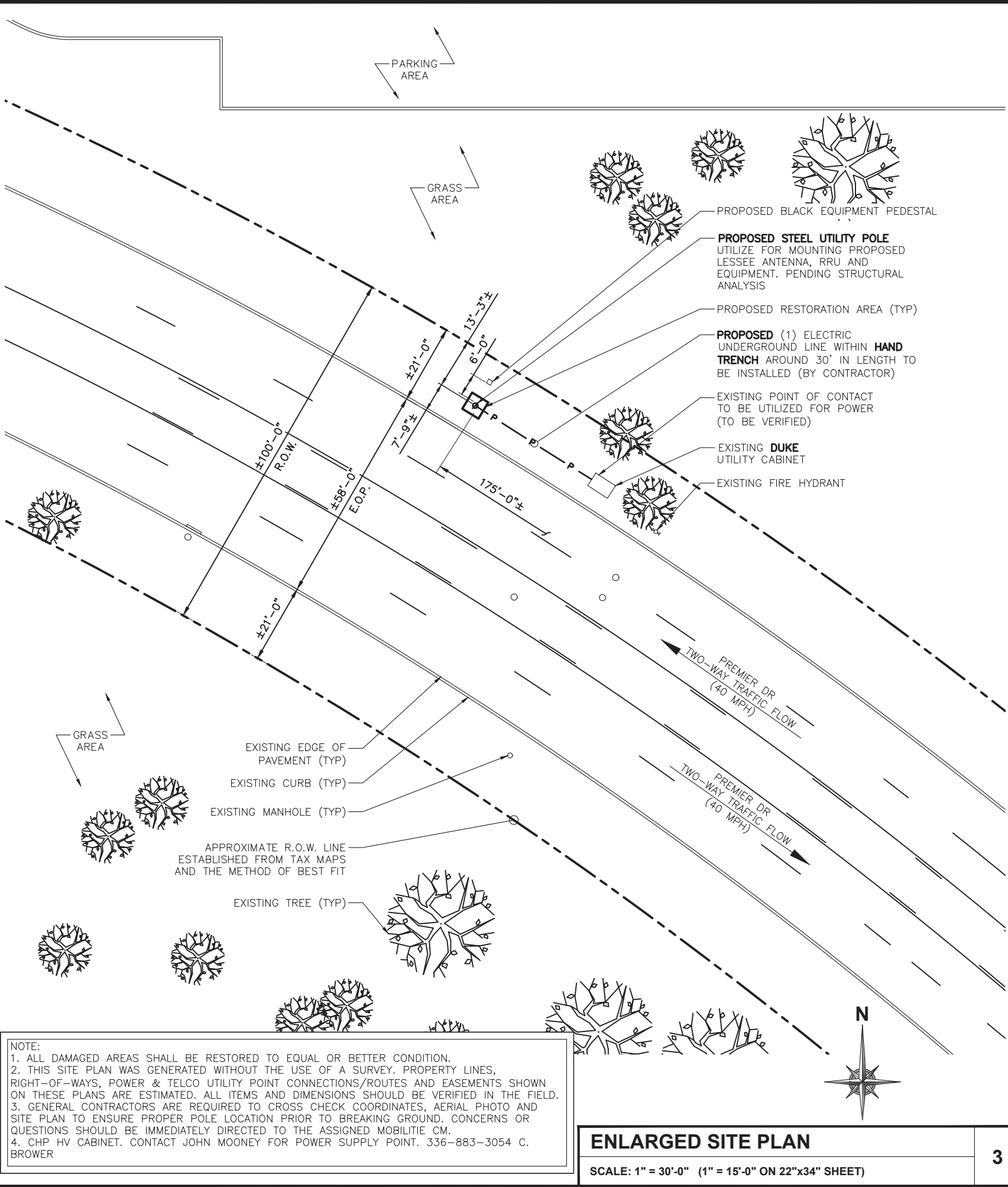
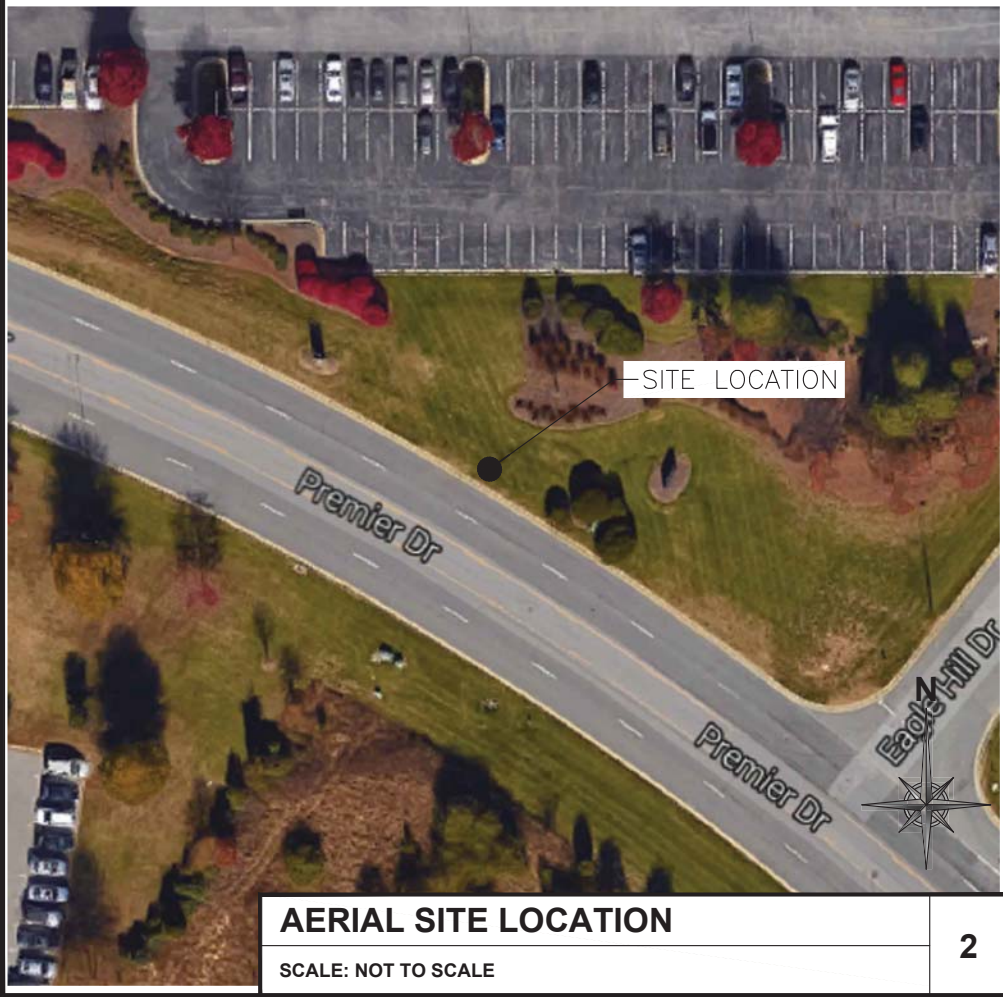
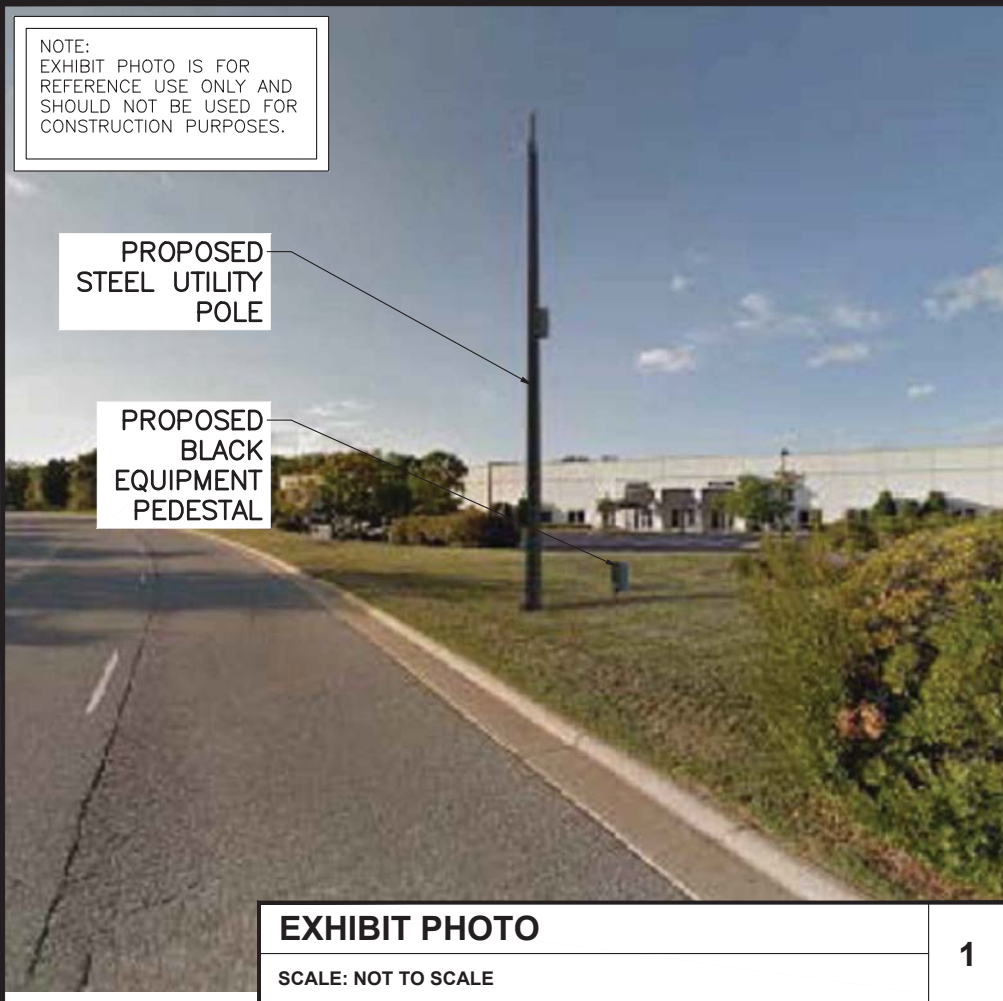
The pole renderings are attached, as well as a site plan depicting the location for each of the three proposed poles.

Recommendation

Based upon TRC's review, the existing structure will not affect public safety or interfere with street or utility maintenance. Staff recommends approval of this requested right-of-way encroachment.

Report Preparation

This report was prepared by Planning and Development Department staff member Justin S. Westbrook, CZO and was reviewed by Robert L. Robbins, AICP and G. Lee Burnette, AICP.



mobilitie

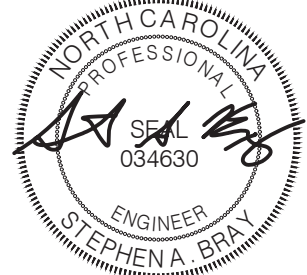
RE-17-0002

PROJECT NO: 9NCB002110B
DRAWN BY: RC
CHECKED BY: SJB

E	05-25-17	REVISION
D	04-18-17	REVISION
C	04-12-17	REVISION
B	02-21-17	REVISION

KMB DESIGN GROUP, LLC
FIRM LICENSE: P-0841

Stephen A. Bray
PROFESSIONAL ENGINEER



NC LICENSE: 034630 5/25/17

IT IS A VIOLATION OF THE LAW FOR ANY
PERSON, UNLESS THEY ARE ACTING UNDER THE
DIRECTION OF A LICENSED PROFESSIONAL
ENGINEER, TO ALTER THIS DOCUMENT

NOT FOR
CONSTRUCTION

GB90XS517B
HIGH POINT, NC 27265
PROPOSED 45'-0" STEEL POLE

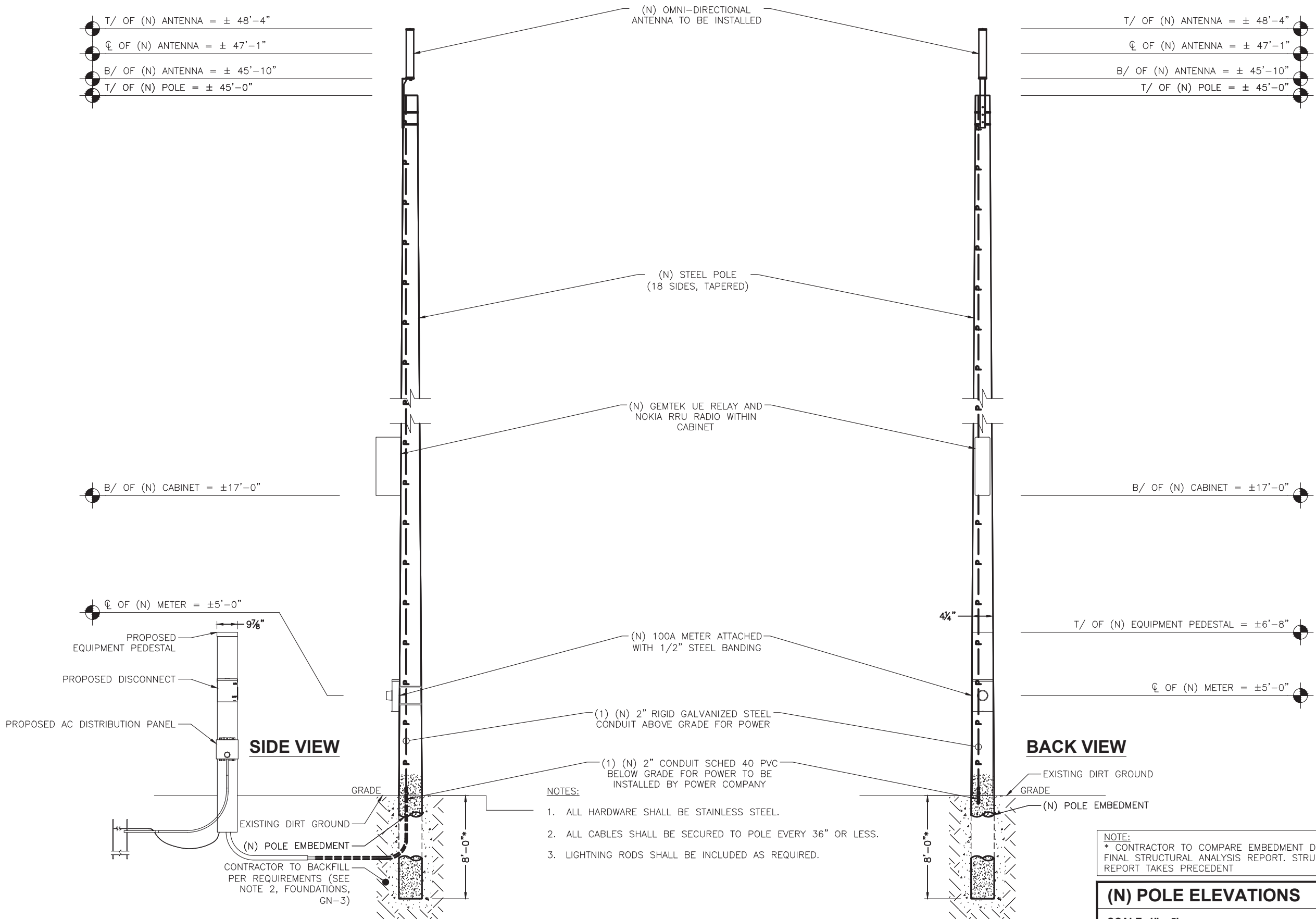
SHEET TITLE
EXHIBIT PHOTO & SITE PLAN

SHEET NUMBER
SP-1

NOTE:
1. POLE AND ALL EQUIPMENT TO BE PAINTED BLACK.
2. BUILDING PERMIT IS TO BE APPLIED FOR, CC PLANS SUBMITTED/APPROVED AND PERMIT ISSUED BEFORE INSTALLATION CAN TAKE PLACE.

T/ OF (N) ANTENNA = $\pm 48'-4"$
CL OF (N) ANTENNA = $\pm 47'-1"$
B/ OF (N) ANTENNA = $\pm 45'-10"$
T/ OF (N) POLE = $\pm 45'-0"$

T/ OF (N) ANTENNA = $\pm 48'-4"$
CL OF (N) ANTENNA = $\pm 47'-1"$
B/ OF (N) ANTENNA = $\pm 45'-10"$
T/ OF (N) POLE = $\pm 45'-0"$



mobilitie

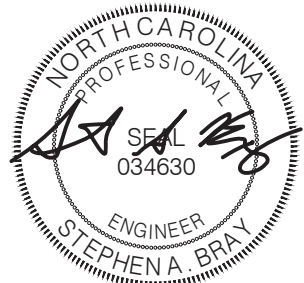
RE-17-0002

PROJECT NO: 9NCB002110B
DRAWN BY: RC
CHECKED BY: SJB

E	05-25-17	REVISION
D	04-18-17	REVISION
C	04-12-17	REVISION
B	02-21-17	REVISION

KMB DESIGN GROUP, LLC
FIRM LICENSE: P-0841

Stephen A. Bray
PROFESSIONAL ENGINEER



NC LICENSE: 034630 5/25/17

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NOT FOR
CONSTRUCTION

GB90XS517B
HIGH POINT, NC 27265
PROPOSED 45'-0" STEEL POLE

SHEET TITLE
POLE ELEVATIONS

SHEET NUMBER
EV-1

(N) POLE ELEVATIONS

SCALE: 1" = 5'

1

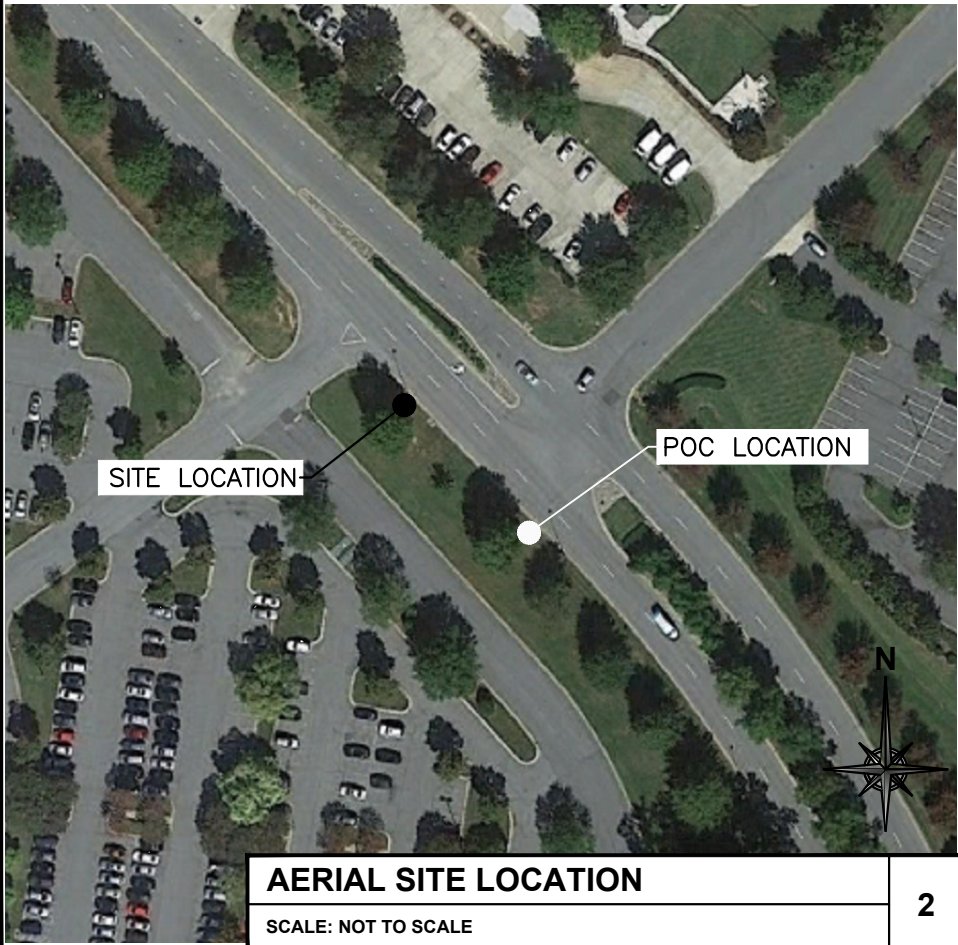


(N) POLE
LOCATION

EXHIBIT PHOTO

SCALE: NOT TO SCALE

1



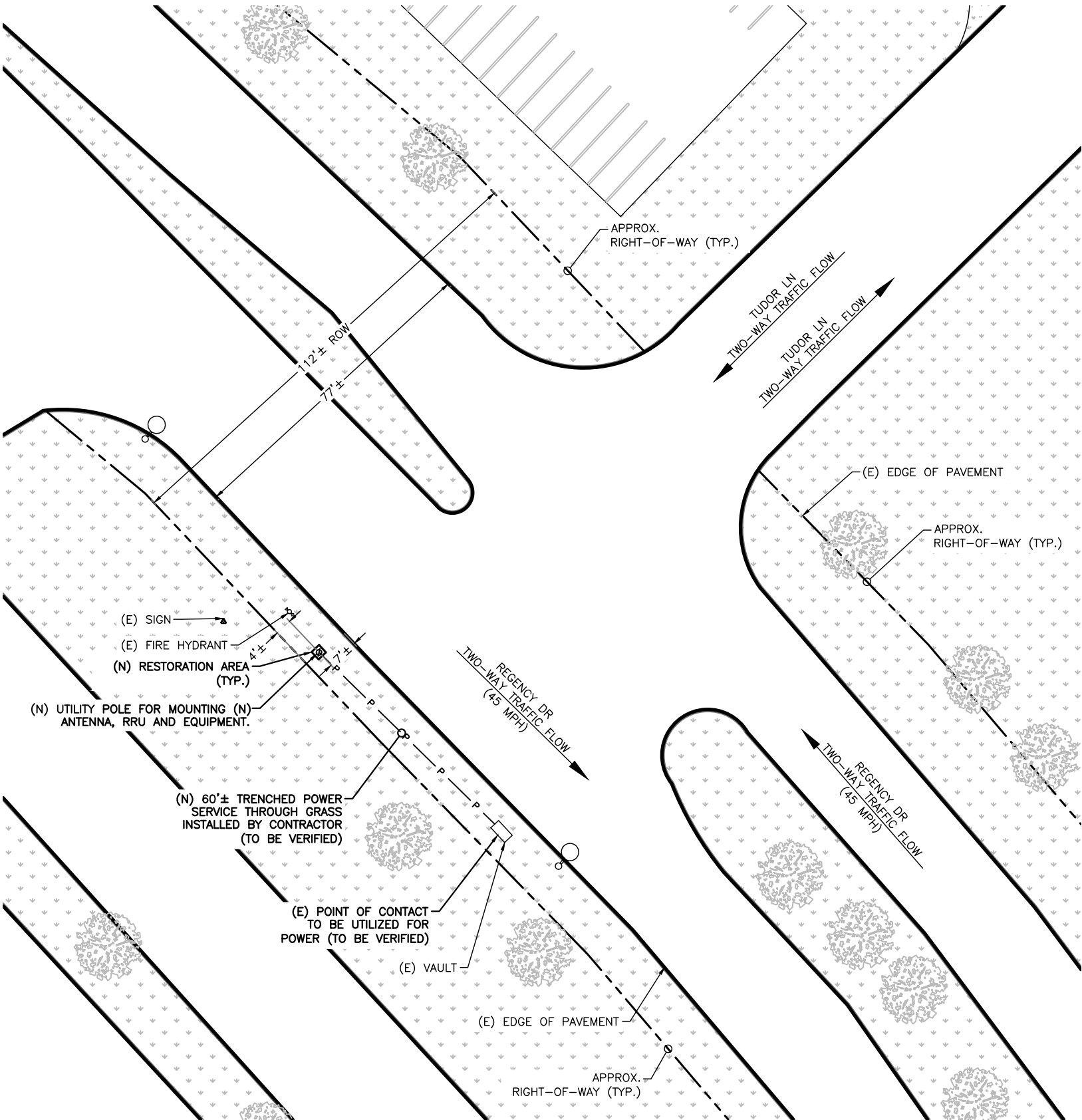
SITE LOCATION

POC LOCATION

AERIAL SITE LOCATION

SCALE: NOT TO SCALE

2



NOTE:
THIS SITE PLAN WAS GENERATED WITHOUT THE USE OF A SURVEY. PROPERTY LINES, RIGHT-OF-WAYS, POWER & TELCO UTILITY POINT CONNECTIONS/ROUTES AND EASEMENTS SHOWN ON THESE PLANS ARE ESTIMATED. ALL ITEMS AND DIMENSIONS SHOULD BE VERIFIED IN THE FIELD.



ENLARGED SITE PLAN

SCALE: 1" = 30'-0" (1" = 15'-0" ON 24"x36" SHEET)

3

mobilitie
intelligent infrastructure

3475 PIEDMONT ROAD NE
SUITE 1000
ATLANTA, GEORGIA 30305
PHONE: (312) 638-5400

RE-17-0007

PROJECT NO: 9NCB002121B
DRAWN BY: GTG
CHECKED BY: RAJ/GTG

PRELIM - NOT FOR CONSTRUCTION

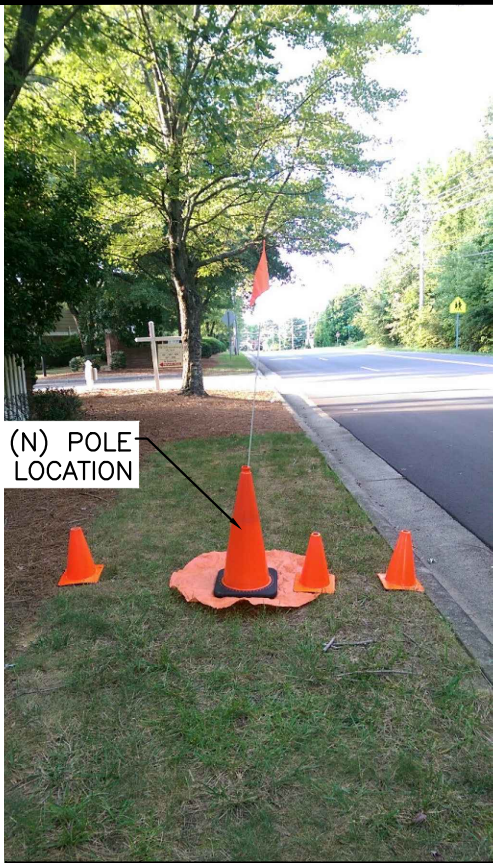
B	06/26/17	HEIGHT REVISION
A	03/14/17	LAND PERMIT

IT IS A VIOLATION OF THE LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT

GB90XS528B
9NCB002121B
REGENCY DR. & TUDOR LN
GREENSBORO, NC 27410
UTILITY POLE

SHEET TITLE
EXHIBIT PHOTO & SITE PLAN

SHEET NUMBER
SP-1



(N) POLE
LOCATION

EXHIBIT PHOTO

SCALE: NOT TO SCALE

1



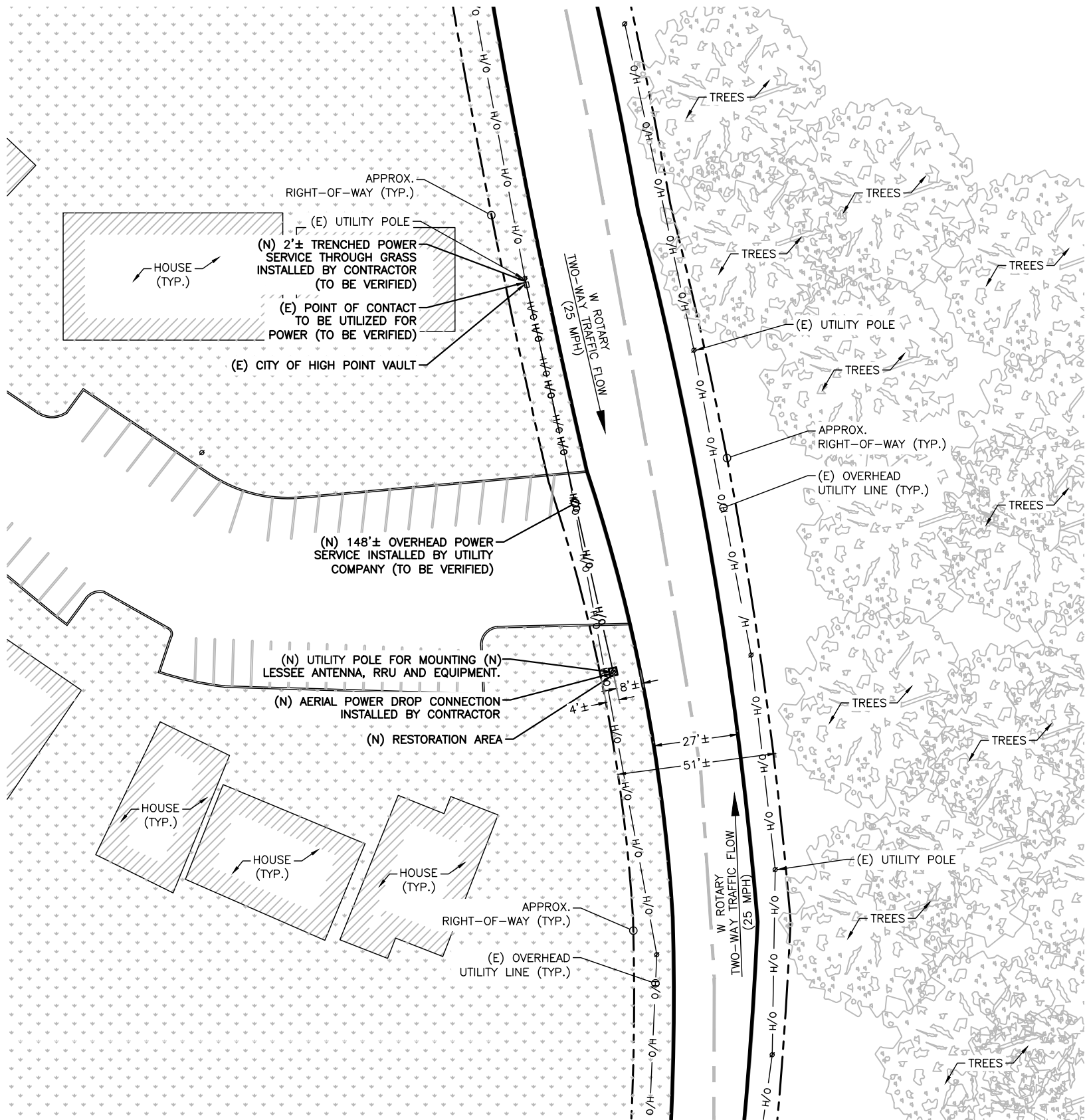
POC LOCATION

SITE LOCATION

AERIAL SITE LOCATION

SCALE: NOT TO SCALE

2



NOTE:
THIS SITE PLAN WAS GENERATED WITHOUT THE USE OF A SURVEY. PROPERTY LINES, RIGHT-OF-WAYS, POWER & TELCO UTILITY POINT CONNECTIONS/ROUTES AND EASEMENTS SHOWN ON THESE PLANS ARE ESTIMATED. ALL ITEMS AND DIMENSIONS SHOULD BE VERIFIED IN THE FIELD.



ENLARGED SITE PLAN

SCALE: 1" = 40'-0" (1" = 20'-0" ON 24"x36" SHEET)

3

mobilitie
intelligent infrastructure

3475 PIEDMONT ROAD NE
SUITE 1000
ATLANTA, GEORGIA 30305
PHONE: (312) 638-5400

RE-17-0008

PROJECT NO: 9NCB002080A
DRAWN BY: GTG
CHECKED BY: RAJ/GTG

PRELIM - NOT FOR CONSTRUCTION

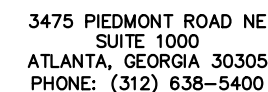
B	06/26/17	HEIGHT REVISION
A	03/14/17	LAND PERMIT USE

IT IS A VIOLATION OF THE LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT

GB90XS487A
9NCB002080A
W ROTARY DR. & NW POINT AVE.
HIGH POINT, NC 27262
UTILITY POLE

SHEET TITLE
EXHIBIT PHOTO & SITE PLAN

SHEET NUMBER
SP-1



RE-17-0008

CHECKED BY: RAJ/GTG

PRELIM - NOT FOR CONSTRUCTION

B	06/26/17	HEIGHT REVISION
A	03/14/17	LAND PERMIT USE

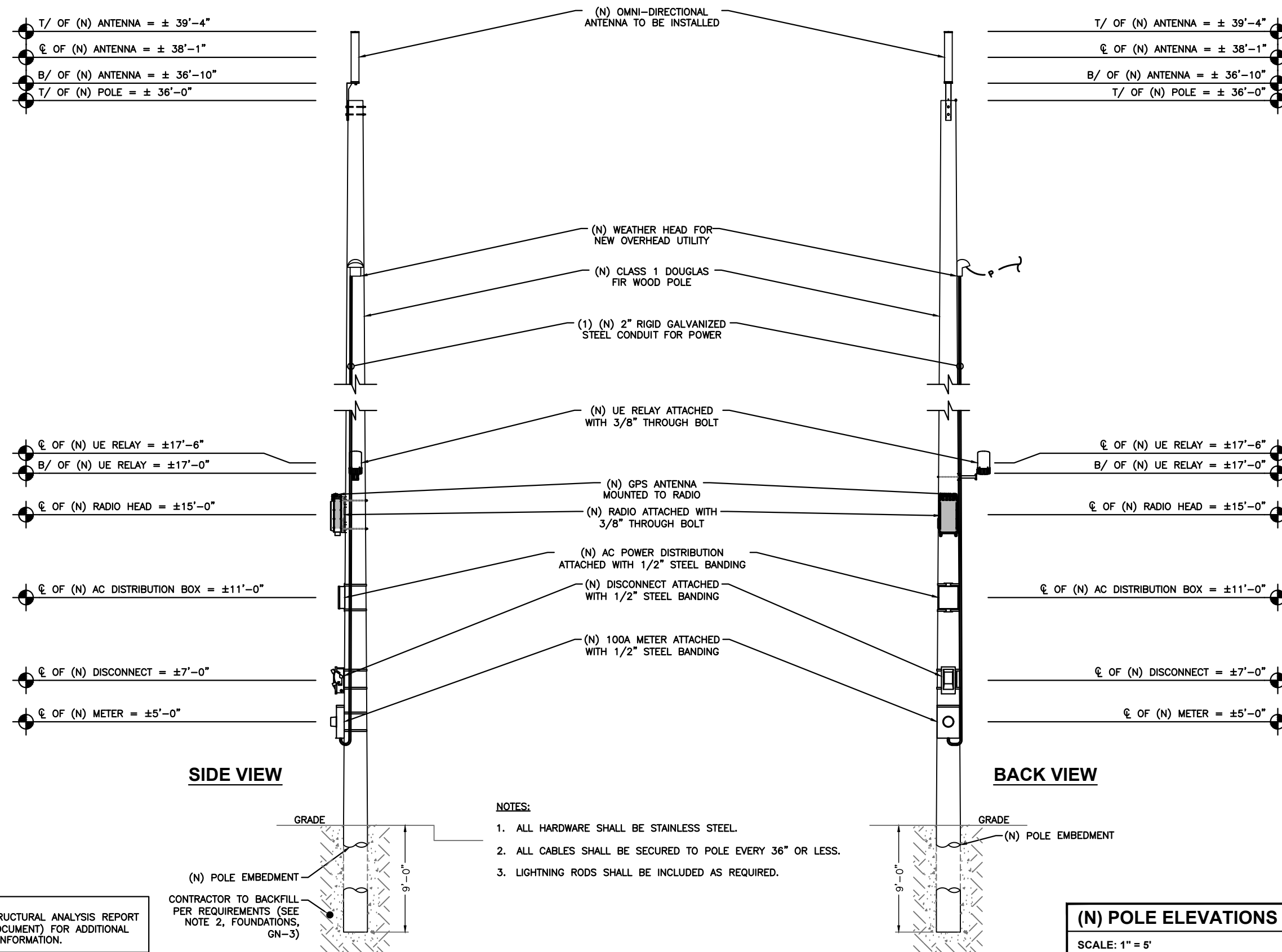
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DIRECTION OF A LICENSED PROFESSIONAL
ENGINEER, TO ALTER THIS DOCUMENT

GB90XS487A
9NCB002080A
W ROTARY DR. & NW POINT AVE
HIGH POINT, NC 27262
UTILITY POLE

SHEET TITLE

POLE ELEVATIONS

SHEET NUMBER
EV-1



NOTE:
REFER TO STRUCTURAL ANALYSIS REPORT
(SEPARATE DOCUMENT) FOR ADDITIONAL
STRUCTURAL INFORMATION.

CONTRACTOR TO BACKFILL
PER REQUIREMENTS (SEE
NOTE 2, FOUNDATIONS,
GN-3)

NOTES:

1. ALL HARDWARE SHALL BE STAINLESS STEEL.
2. ALL CABLES SHALL BE SECURED TO POLE EVERY 36" OR LESS.
3. LIGHTNING RODS SHALL BE INCLUDED AS REQUIRED.

(N) POLE ELEVATIONS

SCALE: 1" = 5'

100

DRAWN BY: JoAnne L. Carlyle, City Attorney
RETURN TO: City Attorney, P.O. Box 230, High Point, NC 27261

NORTH CAROLINA

GUILFORD COUNTY

**RIGHT OF WAY
ENCROACHMENT AGREEMENT**

THIS AGREEMENT (Agreement) made this day of , 2017, between **THE CITY OF HIGH POINT**, a municipal corporation, located at 211 South Hamilton Street, High Point, North Carolina, 27260, existing under the laws of the State of North Carolina (the "City") and **MOBILITIE, LLC.**, a foreign Limited Liability Company located at 660 Newport Center Dr., Suite 200, Newport Beach, CA 92660, hereinafter known as the "Company"

W I T N E S S E T H

WHEREAS, the City owns the public right of way that includes South Hamilton Street and South Wrenn Street; and

WHEREAS, the Company desires, for its interest and convenience, to construct, maintain and put in place a structure(s) as shown on Exhibit A ("Structure") in said right-of-way; and

WHEREAS, the City under the terms and conditions herein set forth, is willing to allow the above described improvements to be made, and allow the Company to encroach upon the above-referenced City-owned right of way; and

WHEREAS, the Company has paid to the City the sum of \$150.00, which partially defrays the administrative costs of the City.

NOW, THEREFORE, in consideration of the premises and \$150.00 in hand paid receipt of which is hereby acknowledged and other consideration, the Company hereby covenants and agrees that:

1. The Company is responsible for any and all expenditure of labor or materials required in the installation, erection, repair, maintenance or location of the above-referenced Structure.

2. The Company is responsible for any and all labor or expense which results from any and all future maintenance and repair of such Structure, and the removal or dismantling of the Structure if and when the Structure is removed.

3. The Company is to be fully responsible for any and all property damage or injury to or death of any person which results from any and all negligence, omission, defect in design, maintenance or workmanship created by the Company, its agents, employees, contractors or subcontractors in connection with the Encroachment, or any cause of action arising out of the installation, maintenance, or location of said Structure or any other cause of action arising out of the planting, installation, maintenance, or location of said Structure (collectively, "Claims and Causes of Action").

4. The Company agrees:

- (a) to hold the City, its officers, agents and employees harmless from any and all liability arising out of any such Claims and Causes of Action, and
- (b) to defend the City, its officers, councilors and employees and pay all attorney fees in any and all actions brought as a result of such Claims and Causes of Action; and
- (c) indemnify the City, its officers, agents and employees against any and all loss sustained by reason of such Claims and Causes of Action.

5. The Company, during the life of this agreement, agrees to procure or cause to be procured from a responsible insurance carrier or carriers, authorized under the laws of the State of North Carolina, insurance in the minimum amounts of One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, combined single limit for personal injury, property damage, or wrongful death caused by construction, maintenance, location, repair or visual obstruction of said encroachment with the City of High Point being included as additional insured as respects work under this Agreement. Company shall furnish the City upon the City's request, but no more than once in any 12 month period, a certification from the insurance carrier or carriers with whom the insurance herein mentioned is carried, stating that such compensation is covered by such carrier or carriers and showing such insurance to be in full force and effect (or proof of self-insurance as referenced below). Company shall give the City at least 30 days advanced written notice of any cancellation of any required coverage that is not replaced. Should Company fail to pay premiums upon said insurance, or should Company fail to obtain said insurance, or to perform any of the

agreements, terms, or conditions herein contained; the City at its option, by written notice may declare this agreement cancelled and terminated and all rights acquired hereunder by Company shall thereupon terminate, except Owner shall still be responsible for removing the Equipment from the right of way. In lieu of the foregoing, Company may self insure for any or all of the coverages set forth above.

6. The Company, upon completion of the installation of the Structure, shall submit to the City revised drawings in the form of an AutoCad (.dwg) file for retention by the City if the actual installation differs significantly from the installation shown on the Exhibit A (Site Plan) (in such event, the Company shall secure approval of the City prior to the differing installation).

7. The Company agrees to abide by all lawful statutes and ordinances governing construction of the Structure as contemplated herein.

8. This Agreement shall not divest the City of any rights or interest in said right of way.

9. The Company shall contact "NC One Call Center" prior to excavation where and in the manner required by the NC One Call law.

11. This Agreement shall be binding upon and ensure to the benefit of all of the parties hereto and their heirs, personal representatives, grantees, successors, and assigns.

12. All matters relating to this Agreement shall be governed by laws of the State of North Carolina without regard to its choice of law provisions, and venue for any action related to the Agreement shall be Guilford County Superior Court or the United States District Court for the Middle District of North Carolina.

13. All notices required herein shall be deemed given by depositing such in the United States Mail, first class, and addressed as follows:

If to City:

City of High Point
Planning & Development Department
P.O. Box 230
High Point, NC 27261
ATTN: Planning Director

If to Company:

Mobilitie, LLC
660 Newport Center Dr., Ste. 200
Newport Beach, CA 92660
ATTN: Legal Department

IN WITNESS WHEREOF, the City of High Point has caused this instrument to be signed by its City Manager and attested by its Clerk and its seal to be affixed by the duly-granted authority of its City Council, the day and year first above written.

Mobilitie, LLC

By: _____

Print Name: _____

Title: _____

STATE OF Georgia
Fulton COUNTY

I, Erin E. Scott, a Notary Public of the County and State, do hereby certify that Dana Tardelli, personally came before me this day and acknowledged that he/she is Dana Tardelli, and that he/she, as EVP being authorized to do so, executed the foregoing on behalf of the company.

Witness my hand and official stamp or seal, this 18th day of August, 2017.

My commission Expires: 5/12/18

Erin E. Scott
Notary Public

CITY OF HIGH POINT

By: _____

Bill Bencini, Mayor



ATTEST: -

Lisa B. Vierling
Lisa B. Vierling, City Clerk



NORTH CAROLINA

GUILFORD COUNTY

I, Cynthia C Duncan-Smith, a Notary Public of said county and state do hereby certify that Lisa B. Vierling is known to me as City Clerk of the City of High Point; that she personally appeared before me this date; and, that by authority duly given, and as the act of the said City of High Point, the foregoing instrument was signed in its name by its City Manager, sealed with its corporate seal, and attested by herself as its clerk.

Witness my hand and official stamp or seal, this the 31 day of August, 2017.

My commission Expires: 11/18/2020

Cynthia C Duncan-Smith
Notary Public

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

EXHIBIT A
SITE PLANS

Page 2..... Exhibit A-1 GB90XS487A

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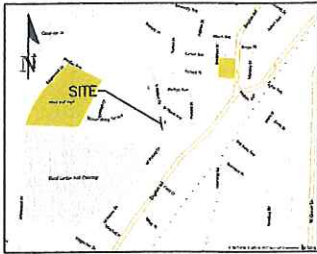
Page 3..... Exhibit A-2 GB90XS528B

Latitude: 36.057330 Longitude: -079.950149

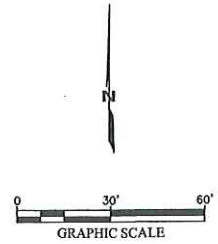
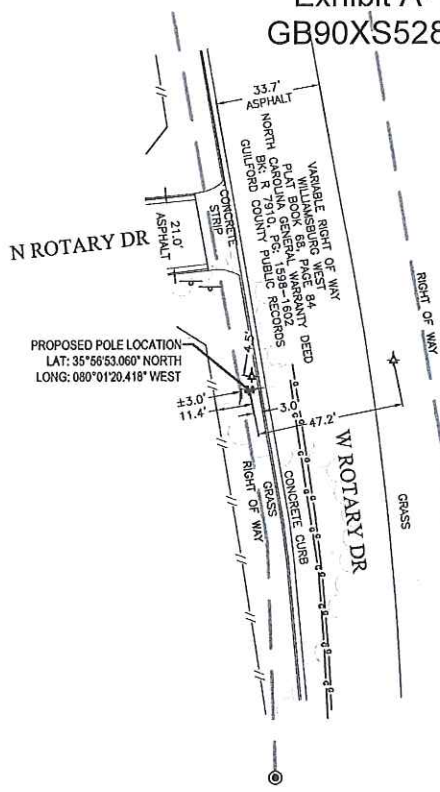
Page 4..... Exhibit A-3 GB90XS517B

Latitude: 36.039188 Longitude: -079.953924

Exhibit A-1 GB90XS528B



VICINITY MAP
(NOT TO SCALE)



LEGEND

- IRON PIPE FOUND
- SIGN
- 800 NAIL SET
- TREE LINE
- GAS UTILITY
- WOOD FENCE
- RIGHT OF WAY

NOTES:

THE PURPOSE OF THIS TOPOGRAPHIC MAP IS TO DOCUMENT THE HORIZONTAL AND VERTICAL POSITIONS OF THE PERMANENT FEATURES VISIBLE ON THE GROUND IN THE MAPPED AREA AS FOUND ON THE DATE OF SURVEY, AUGUST 4, 2017.

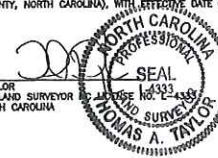
THE RIGHT OF WAY SHOWN HEREON WAS DERIVED FROM EVIDENCE LOCATED IN THE FIELD, DEED, PLAT AND RIGHT OF WAY RECORDS SHOWN HEREON. THIS IS NOT A BOUNDARY SURVEY.

UNDERGROUND UTILITIES: SURFACE EVIDENCE OF UNDERGROUND UTILITIES WAS LOCATED BY SURVEYING AND MAPPING, LLC. (SAM, LLC) WHEN MARKED IMMEDIATELY PRIOR TO FIELD WORK. IT IS REQUIRED THAT THE POSITIONS OF UNDERGROUND UTILITIES BE VERIFIED PRIOR TO CONSTRUCTION. NO UTILITIES WERE DESIGNATED EXCEPT AS SHOWN HEREON.

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. NO ABSTRACT EXAMINATION IS IMPLIED. INFORMATION SHOWN HEREON MAY BE SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD.

AT THE TIME OF SURVEY, THE PROPOSED POLE LOCATION APPEARS TO BE LOCATED WITHIN FLOOD HAZARD AREA ZONE X AS DESIGNATED AND DELINEATED ON FEMA FLOOD INSURANCE RATE MAP COMMUNITY PANEL 3710688000K (CULFORD COUNTY, NORTH CAROLINA), WITH RETIREMENT DATE OF MARCH 18, 2009.

THOMAS A. TAYLOR
PROFESSIONAL LAND SURVEYOR
STATE OF NORTH CAROLINA



LAT: 35.948072 LONG: -080.022338

UTILITY LOCATE TICKET #C172122205
FOR UTILITY QUESTIONS: CONTACT NC811 AT 800-632-4949

SO-DEEP | SAM NC

SO-DEEP | SAM NC, Inc.
a SAM Company
2008-154 Summer Boulevard, Raleigh, NC 27618 Tel 919-878-7488

So-Deep, Inc. | SAM NC
2800-154 Summer Blvd.
Raleigh, NC 27618
Ofc: 919.878.7488
Fax: 919.790.1704
email: info@sam.nc
NC (COA): F-1351

CANDIDATE ID: GB90XS487A

SITE ID: 9NCB002080

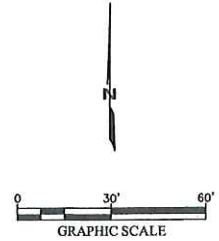
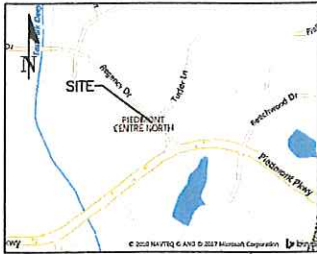
ADDRESS: 207-215 N ROTARY DR, HIGH POINT, NC

TOPOGRAPHIC SURVEY TO SUPPORT LOCATION OF A TELECOMMUNICATION STRUCTURE

PROJECT: MOBILE
1916038723

SHEET 1
OF 1

Exhibit A-2 GB90XS528B



LEGEND

- 800 NAIL SET
- LIGHT POLE
- FIBER OPTIC VAULT
- SIGN
- HYDRANT
- WATER VALVE
- MANHOLE DRAINAGE
- IRON PIPE FOUND
- TREE LINE
- FOC UNDERGROUND FIBER OPTIC
- EUG UNDERGROUND ELECTRIC
- WATER UTILITY
- RIGHT OF WAY

PROPOSED POLE LOCATION
LAT: 36°03'26.386" NORTH
LONG: 079°57'00.535" WEST

LAT: 36.057330 LONG: -079.950149

UTILITY LOCATE TICKET #C17212224
FOR UTILITY QUESTIONS: CONTACT NC811 AT 800-632-4949

SO-DEEP | SAM NC

SO-DEEP | SAM NC, Inc.
2800-154 Summer Blvd., Raleigh, NC 27616
Tel: 919.878.7488 Fax: 919.780.1704
email: info@so-deep.biz NC (COA): F-1361

So-Deep, Inc. | SAM NC
2800-154 Summer Blvd.
Raleigh, NC 27616
Tel: 919.878.7488
Fax: 919.780.1704
email: info@so-deep.biz
NC (COA): F-1361

CANDIDATE ID: GB90XS528B

SITE ID: 9NCB002121

ADDRESS: 4227-4299 REGENCY DR, GREENSBORO, NC

TOPOGRAPHIC SURVEY TO SUPPORT LOCATION OF A TELECOMMUNICATION STRUCTURE

PROJECT: MOBILE
1016038723

SHEET 1
OF 1

NOTES:

THE PURPOSE OF THIS TOPOGRAPHIC MAP IS TO DOCUMENT THE HORIZONTAL AND VERTICAL POSITIONS OF THE PERMANENT FEATURES VISIBLE ON THE GROUND IN THE MAPPED AREA AS FOUND ON THE DATE OF SURVEY, AUGUST 8, 2017.

THE RIGHT OF WAY SHOWN HEREON WAS DERIVED FROM EVIDENCE LOCATED IN THE FIELD, DEED, PLAT AND RIGHT OF WAY RECORDS SHOWN HEREON. THIS IS NOT A BOUNDARY SURVEY.

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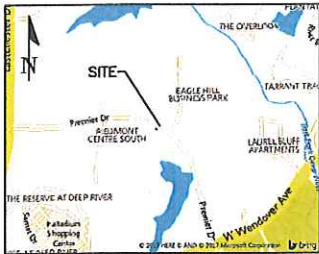
AT THE TIME OF SURVEY, THE PROPOSED POLE LOCATION APPEARS TO BE LOCATED WITHIN FLOOD HAZARD AREA ZONE X AS DESIGNATED AND DELINEATED ON FEMA FLOOD INSURANCE RATE MAP COMMUNITY PANEL 3710781400J (GUILFORD COUNTY, NORTH CAROLINA), WITH EFFECTIVE DATE OF JUNE 18, 2007.

THOMAS A. TAYLOR
PROFESSIONAL LAND SURVEYOR
STATE OF NORTH CAROLINA

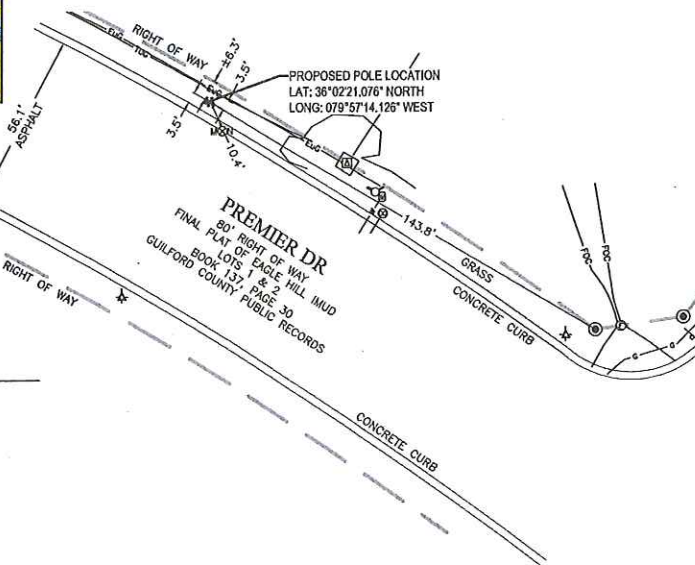


B-21-1

Exhibit A-3 GB90XS517B



VICINITY MAP
(NOT TO SCALE)



LEGEND

MON	MAG NAIL SET
+	800 NAIL SET
W	WATER VALVE
Y	HYDRANT
—	SIGN
⊙	CLEANOUT DRAINAGE
⊙	FIBER OPTIC VAULT
⊙	IRON PIPE FOUND
⊙	ELECTRIC TRANSFORMER
—	UNDERGROUND TELEPHONE
—	UNDERGROUND ELECTRIC
—	WATER UTILITY
—	GAS UTILITY
—	UNDERGROUND FIBER OPTIC
—	RIGHT OF WAY

LAT: 36.039188 LONG: -079.953924

UTILITY LOCATE TICKET #A171841630
FOR UTILITY QUESTIONS: CONTACT NC811 AT 800-632-4949

SO-DEEP | SAM NC
SO-DEEP | SAM NC, Inc.
2808-154 Summer Blvd., Raleigh, NC 27618
Tel: 919-878-7468 Fax: 919-790-1704
email: info@so-deep.com

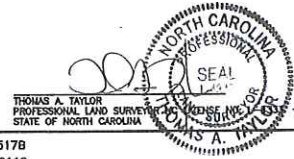
So-Deep, Inc. | SAM NC
2808-154 Summer Blvd.
Raleigh, NC 27618
Tel: 919-878-7468
Fax: 919-790-1704
email: info@so-deep.com
NC (COA): F-1361

CANDIDATE ID: GB90XS517B
SITE ID: 9NCB002110
ADDRESS: 4152 PREMIER DR, HIGH POINT, NC

TOPOGRAPHIC SURVEY TO SUPPORT LOCATION OF A TELECOMMUNICATION STRUCTURE

PROJECT: MOBILE
1016036723

SHEET 1
OF 1



NOTES:

THE PURPOSE OF THIS TOPOGRAPHIC MAP IS TO DOCUMENT THE HORIZONTAL AND VERTICAL POSITIONS OF THE PERMANENT FEATURES VISIBLE ON THE GROUND IN THE MAPPED AREA AS FOUND ON THE DATE OF SURVEY, JULY 8, 2017.

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FORM OF AUTHORIZING RESOLUTION/EXTRACT OF MINUTES

At a duly called meeting of the governing body of City of High Point, NC, held in accordance with all applicable legal requirements, including open meeting laws, on the 21 day of August, 2017, the following resolution was introduced and adopted:

A resolution of the Governing Body of City of High Point, NC authorizing the execution and delivery of a Master Equipment Lease-Purchase Agreement with PNC EQUIPMENT FINANCE, LLC, as lessor, and separate Lease Schedules thereto for the acquisition, purchase, financing and leasing of certain equipment within the terms herein provided; authorizing the execution and delivery of other documents required in connection therewith; and authorizing all other actions necessary to the consummation of the transactions contemplated by this Resolution.

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

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

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

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

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

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

Section 2. The form, terms and provisions of the Master Lease (including the form of Lease Schedule and Payment Schedule attached thereto) are hereby approved in the forms presented at this meeting, with such insertions, omissions and changes as shall be approved by the City Council [Insert title of officials] of the Lessee (the "*Authorized Officers*") executing the same, the execution of such documents being conclusive evidence of such

approval. The Authorized Officers of the Lessee are each hereby authorized and directed to sign and deliver the Master Lease, each Lease Schedule thereto, each Payment Schedule relating thereto and any related exhibits attached thereto if and when required; *provided, however*, that, without further authorization from the governing body of the Lessee, (a) the aggregate principal component of Rent Payments under all Leases entered into pursuant to the Master Lease shall not exceed \$555,786.10; (b) the maximum term under any Lease entered into pursuant to the Master Lease shall not exceed 36 months; and (c) the maximum interest rate used to determine the interest component of Rent Payments under each Lease shall not exceed the lesser of the maximum rate permitted by law or [ten percent (10%)] per annum. The Authorized Officers may sign and deliver Leases to the Lessor on behalf of the Lessee pursuant to the Master Lease on such terms and conditions as they shall determine are in the best interests of the Lessee up to the maximum aggregate principal component, maximum term and maximum interest rate provided above. The foregoing authorization shall remain in effect for a period of two years from the date hereof during which the Authorized Officers are authorized to sign and deliver Leases pursuant to the Master Lease on the terms and conditions herein provided and to be provided in each such Lease.

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

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

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

ADOPTED AND APPROVED by the Board of the Lessee this August 21, 2017.

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

Date: August 21, 2017



Lisa B. Verlyan
(Secretary/Clerk)



FINANCE COMMITTEE

Chaired by Council Member J. Davis

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

AUGUST 2, 2017 – 4:00 P.M.

3rd FLOOR CONFERENCE ROOM

MINUTES

Present:

Committee Chairman Jim Davis and Committee Members Latimer Alexander, Cynthia Davis, and Alyce Hill

Absent: Committee Member Cynthia Davis

Staff Present:

Randy McCaslin, Deputy City Manager; JoAnne Carlyle, City Attorney; Jeron Hollis, Communications & Public Engagement Director; Laura Altizer, Budget Analyst; Melanie Bruton, MRF Superintendent; Terry Houk, Director of Public Services; Jeff Moore, Director of Financial Services; Robby Stone, Public Services Assistant Director; Gary Smith, Fleet Services Director; Derrick Boone, Stormwater Superintendent; Maria Smith, Deputy City Clerk and Lisa Vierling, City Clerk

News Media:

No Media present

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

Resolution - Contract – Guilford County Board of Education – SRO Program

Council is requested to adopt a resolution authorizing the City Manager to execute a contract with the Guilford County Board of Education to provide for eight (8) School Resource Officers (SROs) for FY 2017-2018.

Randy McCaslin, Deputy City Manager, reported that our City Attorney JoAnne Carlyle and the High Point Police Department have been working on this contract with the same previous conditions. It is a continuation of the existing program.

Committee Member Alexander inquired on the rules and if our Police Officers are establishing the rules of the policies and procedures or if Guilford County establishes those policies. Mr. McCaslin was unsure and stated he would follow up with the Chief of Police.

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

Contract – Purchase of Mini Excavator

Council is requested to approve award of a contract to Kubota Tractor Corporation through our local supplier Sink Farm Equipment in the amount of \$106,228.06 for the purchase of a new mini excavator for use by the Water and Sewer Mains Division of Public Services Department; and declare the old mini-excavator as surplus and disposing through the online auction process.

Gary Smith, Fleet Services Director, advised that the Water and Sewer Division has a 2005 Kubota excavator which needs to be replaced due to down time. He is recommending a mini Kubota with three more additional feet of digging capacity.

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

Contract – Purchase of Paver

Council is requested to approve the award of a contract to Carolina Caterpillar in the amount of \$176,692.50 for the purchase of a 2017 Leeboy 8515E Paver for use by the Streets Division of the Public Services Department; and declare the old paver as surplus and disposing through the online auction process.

Mr. Smith explained that the Streets Division has a 2008 Leeboy Paver and staff is recommending to purchase the exact same Paver as they currently only have one. He advised they researched other brands, but the Leeboy would still meet their needs. In the past year, he noted they experienced downtime more than usual and would like to declare this one as surplus and maintain it a spare.

Chairman J. Davis inquired how much of the budgeted amount is actually spent on paving. Mr. Smith explained this covers smaller projects like utility cuts, but noted we do some street paving such as shorter neighborhood streets that are not curbed and guttered. Mr. McCaslin inquired about the percentage of the total budget of \$2.5 million versus what is done in-house and what is contracted out. Mr. Stone believed it to be approximately \$400,000 – \$500,000 spent on asphalt.

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

Contract – Temporary Services – Material Recovery Facility

Council is requested to approve a contract with People Ready in the amount of \$140,000.00 to provide temporary service employees at the Material Recovery Facility (MRF) until scheduled upgrades are complete.

Terry Houk, Director of Public Services, reported approximately \$140,000 is budgeted for full-time temporary service employees at the MRF. He explained the project should go through January 2018 at which time it is anticipated that the upgrade would be complete. He advised that the city did an RFQ which resulted in two bids being submitted. Staff is recommending the contract awarded to People Ready since they were low bid.

Chairman J. Davis pointed out that we do have local temp agencies that he has had some conversations with them about opportunities for them to also bid. Mr. McCaslin reassured him that the bids were properly advertised in the newspaper and posted on the city's website. Committee Member Alexander suggested that they go to Purchasing and register to be put on the bid list.

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

Contract – Ingleside Compost Facility – Trommel Screener

Council is requested to approve a contract with Powerscreen Mid-Atlantic Inc., in the amount of \$304,868.59 for the purchase of a Trommel Screener for the Ingleside Compost Facility to provide a clean processed material to the customer base.

Mr. Houk advised the existing Trommel Screener at the Ingleside Compost Facility needs to be replaced to provide a clean process material. He indicated that the existing unit is 12 years old and pointed out that the life cycle for this equipment is generally between 8-10 years. Staff recommends approval.

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

Contract – Ingleside Compost Facility – Spare Parts for Trommel Screener

Council is requested to approve a contract with Powerscreen Mid-Atlantic, Inc., in the amount of \$44,913.62 for the purchase of spare parts for the Trommel Screener used at the Ingleside Compost Facility.

Mr. Houk explained that the parts for the equipment will wear out and staff is recommending authorization two years of spare parts to ensure that maintenance can be performed on the Trommel Screener.

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

Contract – Sole Source for a Magnadrive – Sandy Ridge Pump Station

Council is requested to award a contract to Perkinson Co., IC in the amount of \$55,505.00 for the purchase of an additional Magnadrive adjustable speed coupling (APC) for a second pump at the Sandy Ridge Pump Station.

Mr. Houk advised this was for a Sole Source to purchase a Magnadrive for a second pump at the Sandy Ridge Pump Station. He noted the original has been there for four years and staff is recommending a second Magnadrive to be installed at a backup. Staff recommends approval.

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

Contract – Pavement Condition Survey

Council is requested to approve a Professional Engineering Services contract with WitherRavenel, Inc., in the amount of \$110,000.00 to conduct a pavement condition survey that will assist in better maintaining the street infrastructure while expanding the maintenance activities with available funding. This project will provide a complete evaluation of the street network.

Mr. Houk explained Public Services conducts a pavement condition survey every three years. He anticipates this will be a ten-week process. Staff recommends approval.

Committee Member Alexander suggested it might be helpful to review the pavement condition survey ratings with the new city council for a better understand on how these are prioritized.

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

Acknowledge Receipt of 2016-2017 Surplus Equipment Disposal

Council is requested to acknowledge receipt of the FY 2016-2017 Surplus Equipment Disposal report.

Gary Smith, Fleet Services Director, reported last year's Fleet Services generated a little over \$600,000 through the surplus sales of equipment. He stated they surpassed the \$5 million-dollar mark of total sales for nine years, while averaging \$500,000 a year and prior to that, on-site auctions generated about \$125 - 150,000.

Committee Member Alexander wanted to know if the revenue received from the sales is put back into the general fund. Staff replied in the affirmative. Chairman J. Davis questioned the purpose of acknowledging receipt of the report as these items have already been sold. Jeff Moore, Director of Financial Services, explained the purchasing policy requires a report and feedback with accountability.

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

There being no further business to come before the Committee, the meeting adjourned at 4:16 p.m. upon motion duly made and seconded.

Respectfully Submitted,

Maria A. Smith
Deputy City Clerk

Jim Davis, Chairman

**HIGH POINT CITY COUNCIL
REGULAR MEETING
HIGH POINT THEATRE, GALLERY B
AUGUST 7, 2017 – 5:30 P.M.**

ROLL CALL, PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

Mayor Bencini called the meeting to order and asked for a moment of silence, which was followed by the Pledge of Allegiance.

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

Present (9): *Mayor William S. Bencini, Jr., Mayor Pro Tem Jay Wagner (Ward 4); and Council Members Cynthia Y. Davis (At-Large), Latimer Alexander (At-Large); Jeffrey Golden (Ward 1), Christopher Williams (Ward 2), Alyce Hill (Ward 3), James C. Davis (Ward 5) and Jason Ewing (Ward 6).*

RECOGNITIONS AND PRESENTATIONS

170239 High Point REALTOR® Association - Annual President's Report

Ms. Joan Swift, President of the High Point REALTOR Association, will make the annual Market Status and Corporate Social Responsibility report to City Council.

Joan Swift, 2017 President of the High Point Regional Association of Realtors, presented an overview of the 2017 Report to City Council on the High Point Region Real Estate Market & Social Responsibility Programs. [The Report in its entirety will be attached in Legistar as a permanent part of these proceedings].

STRATEGIC PLAN UPDATE

170240 Strategic Plan Update

Council Member Jeff Golden, Chair of the Community Housing, Neighborhood Development and Public Safety Committee, and Council Member Jason Ewing, Chair of the Prosperity & Livability Committee, will provide an update on the status of the City's Strategic Plan.

Code Enforcement/Blight

Community Housing, Neighborhood Development & Public Safety Committee Chair Jeff Golden provided an update on some numbers as they relate to the Code Enforcement efforts regarding blight in the city. He then shared numbers for the July 2017 activities as follows:

- ✓ 49 Minimum Housing Complaints
- ✓ 272 Active Minimum Housing cases
- ✓ 50 Active Backlog cases
- ✓ 178 Public Nuisance Complaints

- ✓ 235 Active Public Nuisance cases
- ✓ 22 Zoning Complaints (vehicles, signs, banners, etc....)
- ✓ 175 Signs collected

Chairman Golden noted the backlog of minimum housing cases from the old system has dropped significantly from 270 in May 2016 to 50 in July 2017.

Lori Loosemore, Local Codes Enforcement Supervisor, shared some before and after photographs of some of the public nuisance and demolition cases that staff has been working on.

Connect HP

Prosperity & Livability Committee Chair Jason Ewing introduced **Sarah Belle Tate**, Chair, Connect HP to provide the update.

Ms. Tate reported that they would like to host another open forum meeting in October with a focus on the downtown development. They are also working on their 2nd Annual YP Summit that is scheduled in November. Over 150 young professionals attended last year's one-half day event.

PUBLIC COMMENT PERIOD

170241

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.

The following persons spoke during the Public Comment Period:

Richard Becker, 4103 Aberdare Drive, addressed Council in opposition to the baseball/multi-purpose stadium. He shared the following concerns:

- Not in favor of using any public money to build the baseball/multi-purpose stadium. His objection centers on the fact that he feels using public money means that the city and attendee pays twice (once for the stadium; and again for the required ticket purchase to get into the stadium).

- *The historical account for the drive for a new sports team shows that it drains \$2 million a year from public treasuries for the sake of private profit. Public money should be used to benefit taxpayers.*
- *There are many other projects and needs that High Point should undertake, such as the need for more sidewalks around the schools. Private profit should not drain public money from these other needs.*
- *Regarding the Atlantic League being the major tenant for the stadium, he asked how the city would make up for the loss of rental income in the case of dissolution of teams within the League and if public funds would be used.*
- *Strongly recommended reading a book, Field of Schemes, that is a detailed story of the way tax dollars end up in the pockets of sports team owners and players. He stated he would gladly provide a copy of the book to any of the council members for the ask.*

James Adams, 1829 Chatfield Drive, also spoke in opposition to the baseball/multi-purpose stadium, as well as the process being used. He voiced the following concerns:

- *Not allowing the taxpaying public to have a voice in the process is alarming.*
- *The financial risk and exposure to taxpayers is far too great.*
- *Asking that no public money be used and no decision be made to commit substantial public funds to this project until the University of North Carolina-School of Government has been consulted.*
- *It should be put to a referendum for the upcoming primary or general election. That the \$5 million facility be denied.*
- *Asked that the community, the stadium builder, the master developer, the City Council, Forward High Point, get in front of ensuring minority contractor participation as promised in various conversations that have taken place and also asked that they bring in the NC Institute of minority and Economic Development to facilitate and ensure utilization of diverse businesses.*

Mr. Adams also questioned why the \$5 million was not part of the initial bid and mentioned a stadium that was built with public money in Connecticut that ended up costing twice as much. He asked where the spending of public money stops and noted with private money, they know where and when the last dime will be spent.

In closing, Mr. Adams pointed out there are citizens present in this meeting that live in the community that would like to be included and involved and the entire process should have been an exercise of inclusion from the beginning.

At the conclusion of Mr. Adams' comments, Council Member C. Davis wanted to make him aware that there are two separate items on tonight's agenda for consideration.

Louis Thibodeaux, 1241 Kensington Drive, addressed Council in opposition to the matter on the agenda that would change the hours allowing the serving and selling of alcohol from 12 Noon to 10:00 a.m. on Sundays. He also found it odd that the city wants to solicit input on what to build around a stadium, but not ask, by a vote of the people, if they want one. He also asked if it might be possible to change the public hearing date on the Mixed-Use District that is scheduled for November 20th before the City Council. He suggested that maybe November 6th or December 4th might be better due to the Thanksgiving holiday and people being out of town. Mr. Thibodeaux concluded his remarks by stating that he would like to see a city park for families in the center of town, possibly three or more acres.

FINANCE COMMITTEE - Council Member J. Davis, Chair
Committee Members: J. Davis, C. Davis, Hill and Alexander

CONSENT AGENDA ITEMS

*Finance Committee Chairman J. Davis reported that the Finance Committee did meet on August 2nd and recommended all finance-related items be placed on the Consent Agenda with a favorable recommendation. However, Council Member C. Davis did ask that item #170245 **Temporary Services Contract for the Material Recovery Facility (MRF)** be pulled for further discussion.*

Council Member J. Davis then MOVED to APPROVE the remaining items. Council Member C. Davis made a second, which carried unanimously.

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.

170242 Resolution - Contract - Guilford County Board of Education - SRO Program

Council is requested to adopt a resolution authorizing the city manager to execute a contract with the Guilford County Board of Education to provide for eight (8) School Resource Officers (SROs) for FY 2017-2018.

Adopted a resolution authorizing the city manager to execute a contract with the Guilford County Board of Education to provide for eight (8) School Resource Officers (SROs) for FY 2017-2018.

A motion was made by Council Member J. Davis, seconded by Council Member C. Davis, that this resolution be adopted. The motion carried by the following 9-0 vote:

Aye (9): Council Member Golden, Council Member Williams, Council Member Ewing, Mayor Pro Tem Wagner, Council Member Hill, Mayor Bencini, Council Member Alexander, Council Member C. Davis, and Council Member J. Davis

Resolution No. 1684/17-31
Introduced 8/7/2017; Adopted 8/7/2017
Resolution Book, XIX, Page 153

170243 Contract - Purchase of Mini Excavator

Council is requested to approve award of a contract to Kubota Tractor Corporation through our local supplier Sink Farm Equipment in the amount of \$106,228.06 for the purchase of a new mini excavator for use by the Water and Sewer Mains Division of Public Services Department; and declare the old mini excavator as surplus and disposing through the online auction process.

Approved award of a contract to Kubota Tractor Corporation through local supplier, Sink Farm Equipment, in the amount of \$106,228.06 for the purchase of a new mini-excavator, and declared the old mini-excavator as surplus to be disposed of through the online auction process.

A motion was made by Council Member J. Davis, seconded by Council Member C. Davis, that this contract be approved. The motion carried by the following 9-0 vote:

Aye (9): Council Member Golden, Council Member Williams, Council Member Ewing, Mayor Pro Tem Wagner, Council Member Hill, Mayor Bencini, Council Member Alexander, Council Member C. Davis, and Council Member J. Davis

170244 Contract - Purchase of Paver

Council is requested to approve the award of a contract to Carolina Caterpillar in the amount of \$176,692.50 for the purchase of a 2017 Leeboy 8515E Paver for use by the Streets Division of the Public Services Department; and declare the old paver as surplus and disposing through the online auction process.

Approved award of a contract to Carolina Caterpillar in the amount of \$176,692.50 for the purchase of a 2017 Leeboy 8515E Paver, and declared the old paver as surplus to be disposed of through the online auction process.

A motion was made by Council Member J. Davis, seconded by Council Member C. Davis, that this contract be adopted. The motion carried by the following 9-0 vote:

Aye (9): Council Member Golden, Council Member Williams, Council Member Ewing, Mayor Pro Tem Wagner, Council Member Hill, Mayor Bencini, Council Member Alexander, Council Member C. Davis, and Council Member J. Davis

170246 Contract - Ingleside Compost Facility - Trommel Screener

Council is requested to approve a contract with Powerscreen Mid-Atlantic Inc., in the amount of \$304,868.59 for the purchase of a Trommel Screener for the Ingleside Compost Facility to provide a clean processed material to the customer base.

Approved a contract with Powerscreen Mid-Atlantic, Inc. in the amount of \$304,868.59 for the purchase of a Trommel Screener.

A motion was made by Council Member J. Davis, seconded by Council Member C. Davis, that this contract be approved. The motion carried by the following 9-0 vote:

Aye (9): Council Member Golden, Council Member Williams, Council Member Ewing, Mayor Pro Tem Wagner, Council Member Hill, Mayor Bencini, Council Member Alexander, Council Member C. Davis, and Council Member J. Davis

170247 Contract - Ingleside Compost Facility - Spare Parts for Trommel Screener

Council is requested to approve a contract with Powerscreen Mid-Atlantic, Inc., in the amount of \$44,913.62 for the purchase of spare parts for the Trommel Screener used at the Ingleside Compost Facility.

Approved a contract with Powerscreen Mid-Atlantic, Inc. in the amount of \$4,913.62 for the purchase of spare parts for the Trommel Screener.

A motion was made by Council Member J. Davis, seconded by Council Member C. Davis, that this contract be approved. The motion carried by the following 9-0 vote:

Aye (9): Council Member Golden, Council Member Williams, Council Member Ewing, Mayor Pro Tem Wagner, Council Member Hill, Mayor Bencini, Council Member Alexander, Council Member C. Davis, and Council Member J. Davis

170248 Contract - Sole Source for a Magnadrive - Sandy Ridge Pump Station

Council is requested to award a sole source contract to Perkinson Co., Inc. in the amount of \$55,505.00 for the purchase of an additional Magnadrive adjustable speed coupling (APC) for a second pump at the Sandy Ridge Pump Station.

Approved award of a sole source contract to Perkinson Co., Inc. in the amount of \$55,505.00 for the purchase of an additional Magnadrive adjustable speed coupling (APC) for a second pump at the Sandy Ridge Pump Station.

A motion was made by Council Member J. Davis, seconded by Council Member C. Davis, that this contract be approved. The motion carried by the following 9-0 vote:

Aye (9): Council Member Golden, Council Member Williams, Council Member Ewing, Mayor Pro Tem Wagner, Council Member Hill, Mayor Bencini, Council Member Alexander, Council Member C. Davis, and Council Member J. Davis

170249 Contract - Pavement Condition Survey

Council is requested to approve a Professional Engineering Services contract with WitherRavenel, Inc., in the amount of \$110,000.00 to conduct a pavement condition survey that will assist in better maintaining the street infrastructure while expanding the

maintenance activities with available funding. This project will provide a complete evaluation of the street network.

Approved a professional engineering services contract with WitherRavenel, Inc. in the amount of \$110,000 to conduct a pavement condition survey.

A motion was made by Council Member J. Davis, seconded by Council Member C. Davis, that this contract be approved. The motion carried by the following 9-0 vote:

Aye (9): Council Member Golden, Council Member Williams, Council Member Ewing, Mayor Pro Tem Wagner, Council Member Hill, Mayor Bencini, Council Member Alexander, Council Member C. Davis, and Council Member J. Davis

170250 Acknowledge Receipt of 2016-2017 Surplus Equipment Disposal

Council is requested to acknowledge receipt of the FY 2016-2017 Surplus Equipment Disposal report.

Acknowledged receipt of the FY 2016-2017 Surplus Equipment Disposal report.

A motion was made by Council Member J. Davis, seconded by Council Member C. Davis, to acknowledge receipt of the 2016-2017 Surplus Equipment Disposal Report. The motion carried by the following 9-0 vote:

Aye (9): Council Member Golden, Council Member Williams, Council Member Ewing, Mayor Pro Tem Wagner, Council Member Hill, Mayor Bencini, Council Member Alexander, Council Member C. Davis, and Council Member J. Davis

REGULAR AGENDA ITEMS

FINANCE COMMITTEE - Council Member J. Davis, Chair

170245 Contract - Temporary Services - Material Recovery Facility

Council is requested to approve a contract with People Ready in the amount of \$140,000.00 to provide temporary service employees at the Material Recovery Facility (MRF) until scheduled upgrades are complete.

Deputy City Manager Randy McCaslin advised that the city has been using temp staff at the MRF because of the uncertainty of the total manpower needed. He reported that bids were received through the RFP process and the bid notice was advertised in the local newspaper.

Council Member C. Davis asked the following two questions relating to the contract for the temp employees at the MRF.

- 1. Should the city consider having businesses in High Point bid because some of the local businesses were not aware of the bids being received.*

2. *Does the city not have the ability to hire part-time employees, rather than splurge on temp agencies?*

Mr. McCaslin advised that the city did follow State law throughout the bid process and explained it was against the law for the City Council to give preference for a local company over another unless there is a good reason compelling it to do so. He reiterated that the city did follow the requirements in the State statutes for the bidding process.

Council Member C. Davis advised that her question was not whether the city followed State law, but more about working with the businesses in High Point to make sure they are aware there is a way to register their business through the city's Finance Department because those she talked to were not aware they had to register in order to get an electronic bid notification. Mr. McCaslin clarified that businesses are not required to register, but can ask to be added to the list that is kept by the Purchasing Department to receive bid notifications. Council Member C. Davis pointed out that she got conflicting information from the staff and that is why she wanted to ask the question.

Approved the contract with People Ready in the amount of \$140,000.00 to provide temporary service employees at the Material Recovery Facility (MRF) until scheduled upgrades are complete.

A motion was made by Council Member J. Davis, seconded by Council Member Alexander, that this contract be approved. The motion carried by the following 9-0 vote:

Aye (9): Council Member Golden, Council Member Williams, Council Member Ewing, Mayor Pro Tem Wagner, Council Member Hill, Mayor Bencini, Council Member Alexander, Council Member C. Davis, and Council Member J. Davis

COMMUNITY HOUSING, NEIGHBORHOOD DEVELOPMENT AND PUBLIC SAFETY COMMITTEE - Council Member Golden, Chair

Committee Members: Golden, Alexander, Ewing and Williams

170251 Urgent Repair Policies - 2017-2018

Council is requested to approve the Procurement and Disbursement Policy 2017 Urgent Repair Program and the Urgent Repair Program 2017 Cycle as required by the North Carolina Housing Finance Agency.

Mike McNair, Director of Community Housing & Development advised that the city is required to annually submit policies for the Urgent Repair Program to the State as required by the North Carolina Housing Finance Agency.

Approved the Procurement and Disbursement Policy for the 2017 Urgent Repair Program and the Urgent Repair Assistance Policy.

A motion was made by Council Member Golden, seconded by Council Member Alexander, that the 2017-2018 Urgent Repair Policies be approved. The motion carried by the following 9-0 vote:

Aye (9): Council Member Golden, Council Member Williams, Council Member Ewing, Mayor Pro Tem Wagner, Council Member Hill, Mayor Bencini, Council Member Alexander, Council Member C. Davis, and Council Member J. Davis

170252 Resolutions - Property Transfer to Core City CDC

Council is requested to adopt resolutions authorizing the City Attorney's office to proceed with the transfer of the following properties to the Core City CDC - 505 Arlington Street, 2305 Little Avenue, 2309 Little Avenue, 1608 Boundary Avenue, 909 Howard Place, 723 Bridges Drive, 725 Bridges Drive and 611 Bridges Drive

Deputy City Manager Randy McCaslin advised that the city has acquired these eight (8) properties through the annually appropriated blight reduction funds and would like to transfer these properties to the Core City CDC. These lots will be used to clear up blight by restoring and providing affordable housing to our citizens.

Adopted the Resolutions authorizing the City Attorney's office to proceed with the transfer of these properties to the Core City CDC.

A motion was made by Council Member Golden, seconded by Council Member Alexander, that these Resolutions be adopted authorizing the city to proceed with the transfer of the following properties to the Core City CDC: 505 Arlington Street; 2305 Little Avenue; 2309 Little Avenue; 1608 Boundary Avenue; 909 Howard Place; 723 Bridges Drive; 725 Bridges Drive and 611 Bridges Drive. The motion carried by the following 9-0 vote:

Aye (9): Council Member Golden, Council Member Williams, Council Member Ewing, Mayor Pro Tem Wagner, Council Member Hill, Mayor Bencini, Council Member Alexander, Council Member C. Davis, and Council Member J. Davis

Resolution Nos.

1685/17-32 page 154

1686/17-33 page 155

1687/17-34 page 156

1688/17-35 page 157

1689/17-36 page 158

1690/17-37 page 159

1691/17-38 page 160

Resolution Book XIX

Introduced 8/7/2017; Adopted 8/7/2017

170253 Ordinance - Demolition of Structure - 117 Briggs Place

Council is requested to adopt an ordinance ordering the housing inspector to effectuate the demolition of a structure located at 117 Briggs Place belonging to Thomas V. Hoth.

Lori Loosemore, Local Codes Enforcement Supervisor, reported that the property was originally inspected on January 26, 2017 and a hearing was held on February 14, 2017, but no one appeared for the hearing. Staff then issued an Order to Repair or Demolish with an expiration date of March 15, 2017, but staff has not heard from the property owner since that time.

There was no one present to speak regarding this housing case.

Adopted an Ordinance ordering the housing inspector to effectuate the demolition of the structure at 117 Briggs Place.

A motion was made by Council Member Golden, seconded by Council Member Williams, that this Ordinance be adopted ordering the housing inspector to effectuate the demolition of a structure located at 117 Briggs Place. The motion carried by the following 9-0 vote:

Aye (9): Council Member Golden, Council Member Williams, Council Member Ewing, Mayor Pro Tem Wagner, Council Member Hill, Mayor Bencini, Council Member Alexander, Council Member C. Davis, and Council Member J. Davis

**Ordinance No. 7323/17-65
Introduced 8/7/2017; Adopted 8/7/2017
Ordinance Book, XIX, Page 205**

170254 Ordinance - Demolition of Structure - 205 Friendly Avenue

Council is requested to adopt an ordinance ordering the housing inspector to effectuate the demolition of a structure located at 205 Friendly Avenue belonging to Jeffrey & Elizabeth Smith.

Lori Loosemore, Local Codes Enforcement Supervisor, reported this property was originally inspected on August 29, 2016 with a hearing on January 11, 2017. The property owner did not attend the hearing, but did call and let the inspector know that he could not make the hearing, but did plan on making repairs to the house. She advised that an Order to Repair or Demolish was issued on January 11, 2017 with a compliance date of February 16, 2017. The last contact staff had with the property owner was on June 13th and at that time, the property owner stated that he planned to start making the repairs to the property and would start pulling permits, but never did. Ms. Loosemore advised that he did call this afternoon and asked for additional time to start making the repairs and pulling the permits. To date the repairs have not been made, nor have any permits been pulled.

At this time, Chairman Golden asked if there was anyone present to speak regarding this housing case.

Delores Riley, who resides at 301 Friendly Avenue, representing the Hickory Chapel Neighborhood Watch Group, spoke in support of Council taking action to demolish the structure at 201 Friendly Avenue. She advised that the property has been deteriorating for the past eight years and that the property was unsafe because there are children in the neighborhood that go in and out of the property.

There was no one else present desiring to speak on this matter.

Adopted an Ordinance ordering the housing inspector to effectuate the demolition of a structure located at 201 Friendly Avenue.

A motion was made by Council Member Golden, seconded by Council Member C. Davis, that this Ordinance be adopted ordering the housing inspector to effectuate the demolition of a structure located at 205 Friendly Avenue. The motion carried by the following 9-0 vote:

Aye (9): Council Member Golden, Council Member Williams, Council Member Ewing, Mayor Pro Tem Wagner, Council Member Hill, Mayor Bencini, Council Member Alexander, Council Member C. Davis, and Council Member J. Davis

**Ordinance No. 7324/17-66
Introduced 8/7/2017; Adopted 8/7/2017
Ordinance Book, XIX, Page 206**

170255 Ordinance - Demolition of Structure - 1013 Johnson Street

Council is requested to adopt an ordinance ordering the housing inspector to effectuate the demolition of a structure located at 1013 Johnson Street belonging to Don G. Angell Trust.

Lori Loosemore, Local Codes Enforcement Supervisor, advised that due to an ownership change for the property, staff is requesting that this matter be placed on the Pending List for the Community Housing Neighborhood Development & Public Safety Committee.

A motion was made by Council Member Golden, seconded by Council Member Davis, that this matter be deferred to the Community Housing Neighborhood Development & Public Safety Committee and placed on the Pending list. The motion carried by the following 9-0 vote:

Aye (9): Council Member Golden, Council Member Williams, Council Member Ewing, Mayor Pro Tem Wagner, Council Member Hill, Mayor Bencini, Council Member Alexander, Council Member C. Davis, and Council Member J. Davis

170256 Ordinance - Demolition of Structure - 1441 Madison Street

Council is requested to adopt an ordinance ordering the housing inspector to effectuate the demolition of a structure located at 1441 Madison Street belonging to the McLaughlin Family.

Lori Loosemore, Local Codes Enforcement Supervisor, reported this property was inspected on March 21, 2017 with a hearing on April 19, 2017. The owner did not appear for the hearing, but did call the inspector on April 8th and explained she could not attend due to her age and the distance she would have to travel. The property owner requested additional time (60 days) so she could sell the property. At that time, the inspector did inform the property owner that if she could not find a buyer within the

60 days, no additional time could be granted. An Order to Repair or Demolish was issued on April 19, 2017 with a compliance date of June 19, 2017 and to date, nothing has been done. Ms. Loosemore advised that she did talk to the property owner on July 28th and was told by the property owner that she did have two previous buyers, but the deals fell through. She did note that she had someone else interested in the property, but was not sure when they would close on it. In the meantime, staff learned that the property owner had reached out to a contractor about bids for demolition.

Adopted an Ordinance ordering the housing inspector to effectuate the demolition of the structure located at 205 Friendly Avenue.

A motion was made by Council Member Golden, seconded by Council Member Williams, that the Ordinance be adopted ordering the housing inspector to effectuate the demolition of a structure located at 1441 Madison Street. The motion carried by the following 9-0 vote:

Aye (9): Council Member Golden, Council Member Williams, Council Member Ewing, Mayor Pro Tem Wagner, Council Member Hill, Mayor Bencini, Council Member Alexander, Council Member C. Davis, and Council Member J. Davis

**Ordinance No. 7325/17-67
Introduced 8/7/2017; Adopted 8/7/2017
Ordinance Book, XIX, Page 207**

PROSPERITY & LIVABILITY COMMITTEE - Council Member Ewing, Chair
Committee Members: Ewing, Hill, Wagner and Williams

170263 City of High Point Downtown Multi-Modal Vision Plan

Council is requested to approve the City of High Point Downtown Multi-modal Vision Plan. This plan was review by the Prosperity & Livability Committee at the August 2nd meeting and the Committee recommended approval by the City Council.

Prosperity & Livability Committee Chairman Jason Ewing prefaced the discussion by stating that the consultants made a presentation to the Committee last week and voted to forward the Multi-Modal Vision Plan to the Council with a unanimous favorable recommendation for adoption.

Greg Venable, Transportation Administrator, advised that the High Point MPO started the process about two years ago at the request of the City and applied for a Federal grant to conduct a Vision study for the area around the Depot and the High Point Transit facility. The plan considered connectivity, mainly the pedestrian/bicycle combination and also looked at transit (rail and automobile traffic). He then introduced **Adam Martin** with LandDesign, who would be making the presentation.

Mr. Martin reiterated that the overall goals of the project were to assess transit opportunities with pedestrian/bike facilities to increase downtown traffic and look at opportunities for place making things and downtown redevelopment, essentially how

can public/private investment create a more vibrant downtown. Approximately 136 acres in the downtown was assessed and consideration was given to current plans/documents which were used to pull ideas to push forward in the plan.

Mr. Martin pointed out that 36% of the site area is public right-of-way and this is a tremendous asset that the city has control over, which allows opportunity to give some of the right-of-way back to pedestrians and bicyclists to create better connections downtown. Several public outreach sessions, stakeholder and steering committee meetings were held and they presented priority projects and allowed people to vote.

They started out with three scenarios that were presented to the public:

- 1. "Main Street Moment" (creating gateway experiences for a sense of arrival into downtown)*
- 2. Uptowne "Rail to River" (connecting market areas around downtown)*
- 3. "Institutional Connections" (connecting neighborhoods to downtown)*

The guiding principles were established that were used to aid in selecting the priority projects, with the first being "Downtown Area is the Heart" because all the projects need to connect back to downtown and create safe opportunities for connections, increase a sense of culture in the community, and to also take into account the redevelopment in and around downtown.

The following six projects were identified through that process:

1. Pedestrianize Main Street

Opportunities:

- *Increase the street scape, give comfort to pedestrians, provide opportunities for people on bikes to get out and come downtown.*
- *Use angled parking to create more parking for shop owners and increase the viability of commercial uses downtown.*
- *Also provide the following alternates such as parallel parking, bike lanes that can be separated, and improve sidewalk experience with plantings and furnishings of that nature.*

2. Main Street Gateway Features

- *To create a sense of arrival downtown.*
- *Create some art opportunities within the downtown buildings to pull the creativity from the inside of the buildings to the outside.*
- *Adopt some sort of mechanism to give some control to the large buildings*
- *Other opportunities to consider: streetscape improvements, intersections, redevelopment along Main Street.*

3. ***Elm Street Upgrade***

- *To provide a framework and a vision of what Elm Street could look like as far as future redevelopment and its relationship to the multi-use stadium.*
- *Reiterated the significance of the excess right-of-way on Elm Street and focused on the possibility that some of the excess right-of-way could be used to provide things such as bike lanes and converting one of the center lanes to a turn lane and under some conditions there could be some on-street parking and separated bike lanes.*

4. ***String and Splinter Heritage Trail***

- *Capitalizing on the Southwest Greenway Plan and focusing on some of those ideas and possibly overlapping the projects to stretch the dollars for improvements to Elm Street.*

5. ***Railroad Esplanade***

- *Railroad does not create a lot of barriers downtown, making it easy to move across relatively freely.*
- *Clear up some sight lines because the railroad is not very visible, creating a better pedestrian experience around the railroad.*
- *Railroad is definitely an asset to be celebrated.*
- *Opportunities where terraces could be provided along the Esplanade to encourage more of a sense of community where people can sit and enjoy the artwork.*
- *Identified a trailhead at the Broad Avenue parking deck and provided some options for organizing it.*

6. ***Redevelopment Opportunities***

- *Looked at redevelopment opportunities for the PIT, which could be a combination of retail, maker space, multi-family as it relates to the transit hub being in close proximity.*
- *Looked at site east of the multi-use stadium that could support development such as office, retail, hotel, multi-family, etc....*

Mr. Martin concluded his presentation and entertained questions.

Council Member Williams expressed concerns about the Suites at Market Square, 124 S. Elm and trucks having difficulty backing in at the dock past the corner of the building. He also asked if they asked for any input from the Market Authority or any of the other market properties regarding the plan. Greg Venable, Transportation Administrator, clarified that they did get some input from Tammy Nagem with the Market Authority. He further advised that they are pretty much staying out of the Market District and pointed out it would basically go down to High Street and stop there to accommodate trucks, etc... in that section.

Council Member Alexander questioned the suggestion for the vegetative medians through the middle of Main Street and expressed concerns about what impact that could possibly have on the annual Christmas Parade and any other downtown activities such

as the bike races. Mr. Venable reiterated that these are merely recommendations and the recommendations would certainly require further study, so the Council would not be endorsing one recommendation or another.

Council Member J. Davis interjected and pointed out the agenda does say that Council is requested to "approve" the Vision Plan. He asked if it would be better to table the Vision Plan for further study until the final plan is brought back.

The Mayor advised against deferring action on the Vision Plan and explained it is not the final plan, but actually the beginning of starting the process as to how it relates and anticipation of the newly revitalized downtown. He explained it is much like all the related plans that came about as a result of the Core City Plan, which included many studies, much public participation and took years to bring the final plan to fruition. Council Member J. Davis stated he did not see why the plan could not be put back in Committee to be further discussed to try to alleviate some of the concerns. Mayor Pro Tem Wagner reiterated that it is just a vision plan and does not commit this Council or any future Councils to do anything.

Council Member C. Davis agreed with Council Member J. Davis and mentioned that the previous Council did receive petitions containing several hundred names from people who did not want to see Main Street dieted. She believed it was premature for Council to vote on the Vision Plan tonight and felt it should be referred to Committee for further discussion.

Approved the City of High Point Downtown Multi-Modal Vision Plan.

At this time, Council Member Ewing MOVED to APPROVE the Multi-Modal Vision Plan that was presented before Council. Mayor Pro Tem Wagner made a SECOND to the MOTION, which carried by the following 8-1 vote:

Aye (8): Council Member Golden, Council Member Williams, Council Member Ewing, Mayor Pro Tem Wagner, Council Member Hill, Mayor Bencini, Council Member Alexander, and Council Member J. Davis
Nay (1): Council Member C. Davis

170265 Resolution - Design-Build Criteria

Council is requested to adopt a Resolution approving design-build method of contracting for the construction of a multi-use stadium.

_____ Transcript _____

Chairman Ewing: *The next item we have is a resolution approving the Design-Build method of contracting for the construction of a multi-use stadium. I will read the resolution for the benefit of those that might not have it. Randy Hemann will answer any questions.*

**RESOLUTION OF HIGH POINT CITY COUNCIL APPROVING DESIGN-BUILD
METHOD OF CONTRACTING
FOR THE CONSTRUCTION OF A MULTI-USE STADIUM**

WHEREAS, the City Council of the City of High Point has authorized the pursuit of a catalyst project in the downtown area, with the goal of increasing commercial activity, tax base, jobs, and further economic development, and

WHEREAS, a key element of the catalyst project will be a multi-use stadium, with the goal of activating the private development of retail, commercial and entertainment businesses in the area, and

WHEREAS, the construction of a multi-use stadium requires complex agreements with team owners and leagues, and timing the construction and opening of the stadium to coincide with the beginning of a multi-use season is critical to the first-year success of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HIGH POINT makes the following facts and draw the following conclusions with regard to the use of a design-build contract for the multi-use stadium:

1. The project requirements can be adequately and thoroughly defined for a design-build contract for a multi-use stadium based on the building elements in similar sized stadiums in other American communities, and by following the specifications required by governing bodies for the stadiums utilized by teams in their leagues. Public record documents detailing the projects proposed and constructed by other cities and counties are available to the City of High Point for reference in defining the scope and elements of the High Point project.

2. The ability to begin construction of the multi-use stadium no later than the spring of 2018, and have it completed no later than the start of the 2019 baseball season, is critical to the economic projections supporting the project. Delay in completing construction past the start of the 2019 baseball season would subject the parties to additional costs for an alternate venue for staging baseball games, or the loss of the ability to play in the 2019 season, and the potential increase in construction costs for waiting an extra year to begin construction. These time constraints dictate a fast track design and construction schedule that is best accomplished through use of a design-build contract.

3. The City will utilize the services of an experienced design-build team, along with close inspection of the project by qualified professionals on City staff, to ensure delivery of a quality design and quality construction of the multi-use stadium. City staff is experienced at the management of major public construction projects, and the appropriate staff will be assigned to the management and inspection of this project. The assembled project team for the multi-use stadium will also include outside consultants with significant relevant experience in large

public/private partnership projects similar to the catalyst projects the City envisions with the stadium and surrounding development. Staff has been in the process of reviewing the credentials of development consultants and are aware of specialized consultants that are able to assist the City in these projects and they bring experience with both public/private collaborations and design build construction projects.

4. City will require the design-build team to make a good faith effort to comply with N.C.G.S. §143-128.2, N.C.G.S. §143-128.4 and to recruit and select small business entities to participate in the stadium project. The City will publicize the project and the small business opportunities that may be available for participation, and will monitor the selected design-build contractor's performance in selecting and utilizing small business entities in the project.

5. The professional staff of the City, in conjunction with outside consultants, have reviewed the advantages and disadvantages of using the design-build method of construction for the multi-use stadium project, and have compared those factors to the construction bid methods identified in subdivisions (1), (2), and (4) of N.C.G.S. §143-128 (a1), and have concluded that because of the time pressure on the design phase of this project, and the specific deadline for construction completion and occupancy of the facility by a baseball team by the start of the 2019 baseball season, design-build is the most effective and efficient method of delivering the project on time and on budget.

THEREFORE, based on the above Findings and Conclusions, the City Council of the City of High Point finds that using the design-build method of contracting for the construction of a multi-use stadium incorporated into the Catalyst Projects for the downtown area is the most effective and efficient contracting method for this project.

ADOPTED this the 7th day of August, 2017.

Mayor William S. Bencini, Jr.

Attested to:

Lisa B. Vierling, City Clerk

[end of resolution]

Chairman Ewing: I so MOVE APPROVAL of the Design-Build Resolution.

Council Member Alexander: SECOND.

Council Member J. Davis: *This Design-Build resolution, does this bring transparency to a process that a lot of people in the city feels has not been very transparent from the beginning?*

And second, I'm assuming that we have a contract, so I'd like to know how far along we are in that contract. And I'd also like to know if our city attorney and her Legal team have taken the lead to protect the citizens of this city in this contract, or are we using outside counsel for this?

City Attorney JoAnne Carlyle: *Well, I guess I'll try to comment on all three of those. The manager may want to weigh in especially on the transparency part of it. But from my perspective, this does create some transparency. The Design-Build Construction method has not been available to cities very long. I think it was 2013 that it first came about and before that it required a local act in order to proceed with that method of construction. So when that came through the General Assembly, they established a statute that requires what you just read in that resolution there. There are six prongs that have to be covered and I drafted it. There's only five, but all six are covered within that. I think it is increasing the transparency in addition because even in the resolution that's before you tonight, it's not required to come before Council. So we're kind of taking an extra step to bring it to you tonight and reading it into the record as well. With this being such a sizeable project, I think it was a better idea and a better way to handle it as well. Staff had made an effort to draft something prior and it just kind of needed tweaking to make sure we did it right.*

Contract.....this doesn't represent the contract. This is just what the city has to do in order to proceed with the design build method. So that will be forthcoming. I'm under the impression that some negotiations have begun between the managers and other parties. My department just got involved week before last, but I feel comfortable that we can manage everything and do whatever we need to do to put the design-build contract into place and others as necessary.

Council Member C. Davis: *I also had some things I would like to say. I want to make sure that I'm very careful in what I say to those of you that are present here tonight because there has been a huge assumption that I am against the stadium. I want to make it very clear, I am not against the stadium. I am against the method that is being used and the lack of transparency up to this point. You have now asked someone to clean a window that was muddied and dirty and people did not have a voice or a say in the process. I was elected to be that voice and to ensure that they have that say. So, for me, this evening the majority of the citizens didn't even know about the project. Their voices weren't heard. They had no voice at all in order to take on the debt. The funding is still questionable. I still cannot get a list of how much it's going to cost for demolition. It was told to me at our last manager's briefing that the city will pay for all demos for the stadium and any properties that may be secured around the stadium.*

It was also told to me at the last manager's briefing that we would not be selling the properties for what we purchased them and the investment that the taxpayers have made into those parcels. That those properties could, in fact, be given over to developers to build on without having to purchase the ground when they compare the potential tax-based revenue that could come from their development. I don't know anybody that doesn't have to pay for land to build their house on or other people that have been given such a free ride on taxpayer

dollars. And that is taxpayer dollars because we will have to increase when we do the water, the sewer, your electrical underground-all of that will come back to taxpayers in higher fees. It may not be taxes, but it will be higher fees. The infrastructure, the road improvements, those will also be taxpayer paid. Those are the concerns that I have about this project. Would I like to see a stadium downtown? Yes, I would. I would like to see it privately funded and the risk removed from the taxpayers of this community. I think that there is a lot of money in this city that could fund and do this project the way they would like to have it done, but without holding the taxpayers and citizens of this city hostage to something that they had no say in.

Now if that offends someone in this room, I'm sorry, but I have come to understand through my short life because many of you are much older and I'm sure much wiser. For me, when I took bookkeeping 101 and Business 101, a Business Plan includes from top to bottom. You're not going to go out and buy a restaurant and not know what it's going to cost you to furnish that restaurant, so we're asking taxpayers to pay for your water, your sewer, your electric, your staffing, consultant fees and operational costs well beyond. In addition to all the things I said, I just don't understand why we have to rush through and divide the city who had no voice in this process because basically it's ramrodding constituents and I think it's wrong.

Mayor Bencini: Thank you, Ms. Davis. Any other discussion? [none]

All those in favor, say Aye.

Mayor Bencini; Mayor Pro Tem Wagner and Council Members Alexander, Golden, Williams, Hill, J. Davis and Ewing: Aye.

Council Member C. Davis: No.

[end of transcript]

A motion was made by Council Member Ewing, seconded by Council Member Alexander, to adopt a Resolution approving the design-build method of contracting for the construction of a multi-use stadium. is matter be adopted. The motion carried by the following 8-1 vote:

Aye (8): Council Member Golden, Council Member Williams, Council Member Ewing, Mayor Pro Tem Wagner, Council Member Hill, Mayor Bencini, Council Member Alexander, and Council Member J. Davis
Nay (1): Council Member C. Davis

170257 Public Hearing - Resolution - Acquisition of Properties - Catalyst Project

Monday, August 7, 2017 at 5:30 p.m. is the date established for the adoption of a Resolution providing for the acquisition of properties in accordance with NCGS§158-7.1 as part of the Downtown Catalyst Project.

Chairman Ewing: The final agenda item in the P & L Committee is a public hearing for the Resolution Providing for the Acquisition of Properties in accordance with the Downtown Catalyst Project. I will read that resolution identifying those properties that we will be authorizing this evening and holding the public hearing.

RESOLUTION AUTHORIZING THE MAYOR, CITY ATTORNEY, CITY MANAGER, OR HIS DESIGNEE TO EXECUTE ANY AND ALL DOCUMENTS ASSOCIATED WITH THE ACQUISITION OF PROPERTIES PURSUANT TO THE PROVISIONS OF N.C.G.S. 158-7.1

WHEREAS, on April 3, 2017 City Council adopted the implementation of procedures relating to the Downtown Catalyst Project ("Project") which included the purchase of land, site and multi-use stadium design at a cost not to exceed \$15,000,000; and

WHEREAS, the Project requires the acquisition of multiple properties and the City Council desires to acquire said properties located in the downtown area in accordance with the provisions of N.C.G.S. 158-7.1; and

WHEREAS, City staff has negotiated Offers to Purchase fee simple interests for the following properties:

<u>PROPERTIES</u>	<u>PURCHASE PRICE</u>	<u>PROPERTIES</u>	<u>PURCHASE PRICE</u>
210 Church Ave.		206 Church Ave.	\$60,000
211 Gatewood Ave.			
215 Gatewood Ave.	\$1,200,000	504 W. English Rd.	\$575,000
213 Gatewood Ave.		500 W. English Rd.	
207 Gatewood Ave.		207 Pine St.	
307 N. Elm St.		209 Pine St.	
305 N. Elm St.		211 Pine St.	
217 Gatewood Ave.	\$1,250,000	216 Pine St.	\$350,000
308 Pine St.			
214 Lindsay St.	\$150,000		
204 N. Lindsay St.	\$510,000	215 Church Ave.	\$980,000
516 W. English Rd.			

THEREFORE, THE HIGH POINT CITY COUNCIL RESOLVES THAT the Mayor, City Attorney, City Manager, or his designee, execute any and all documents necessary in order to effectuate the City's acquisition of the properties identified above at a purchase price totaling \$5,075,000.

ADOPTED this the 7th day of August, 2017.

Mayor William S. Bencini, Jr.

Attested to:

Lisa Vierling, City Clerk

[end of resolution]

I will open up the public hearing at this time.

City Attorney JoAnne Carlyle: Council Member Ewing, if I could for clarification sake, the way it's listed you really can't tell, but there's a combination of where you mentioned the 215. That's actually seven properties. I just wanted to make that clear. Sorry there wasn't some kind of way to put that in the column, but that price of \$1.2 million includes 210 Church, 211 Gatewood, 215 Gatewood, 213 Gatewood, 207 Gatewood, 307 and 305 N. Elm.

Brian Gavigan: I'll defer to Mr. Early.

Doyle Early: I didn't want to take any of Hemann's thunder here. I am Doyle Early. I am Chair of Forward High Point, Inc. and Forward High Point Foundation and in my spare time I practice law with Wyatt, Early, Harris & Wheeler. I did want to address one thing about the transparency. This idea of a stadium came about at a CVB planning meeting in 2015 and shortly after that at our annual meeting, we showed pictures of the downtown stadium. After that, Mayor Bencini came to me and talked about forming a task force, a public-private task force to explore the idea. The CVB had funded a feasibility study that completely vetted not only the project, but the team and everything else and came back positive. That was CS&L out of Plano, Texas. They're owned by the Steinbrenner and Jerry Jones family. And they're some of the top consultants in these types of projects. So what we did is after we formed the task force, shortly thereafter and interestingly enough in July of last year, we formed Forward High Point, Inc. and the Forward High Point Foundation and began work. Shortly thereafter, in September, we hired Ray Gibbs for our Executive Director. Ray started Downtown Greensboro, had experience with stadiums and other development in other areas and has turned out to be the perfect person for us at this time and has done a great job. Now, again, he's been on the job less than a year. Now, during that period of time, we had acquired or got contracts on these properties. We have like 90% of all the property under the stadium under contract and we have agreements on the remainder that we're working out.

There was a certain amount of necessity for lack of transparency. These properties were not for sale. None of them were listed, well there was one that was listed. So what we had to do was go out and begin to talk to landowners. And as we began to talk to the landowners.....we had two other sites that we explored. As we moved through those different sites, we found that this site was probably the best of the three, least expensive. And yet, fit perfectly in what we wanted to do between the Market and the Hospital. When we were able to get a contract on the Enterprise building, that changed everything because that's over three acres out of the five acres we needed for the stadium. So once we got that under contract, then we were sure where we wanted to put the stadium and we began to buy the properties around that. With all due respect, there has to be some amount of discretion in how much you publicize which property you might want to have. If anybody has checked the listing prices of properties around the stadium in the last two months, it's been rather dramatic. We wanted to avoid that as best we could and we've done a pretty good job. We've got good values on these properties and we're ready to move forward.

Now, as far as transparency, you know April 3rd is when we made our presentation to Council and the Council approved the project. There were meetings before where we provided information. Mostly with information from the CS&L report. Odell was our

architect. Samet was the contractor that gave us information and we put all of that together to bring to Council and Council approved that. It was an 8-1 vote.

Now since then, what we've been trying to do is to add other properties and we noticed there was criticism. Dick Becker who goes to my church, he left and I did not have a chance to talk to Dick about this. I need to bend his ear because, again, he talked about public money going into this project without a vote. From my little bit of research there's a couple hundred minor league stadiums in the United States and less than five privately built. There are 30 independent leagues. This league was started by Cal Ripkin. It's been very successful. Yes, there are teams that have come and gone, but they've been very successful. They had somebody that signed for \$50 million and he is actually the starting pitcher for the Yankees now. Forty percent of their players are top quality. They're either rehabbing and dealing with injuries or whatever, but it was amazing. Not only has Mayor Bencini talked to me, but Rick White with the Atlantic League called me out of the blue because he had seen something in a publication that we were interested in a stadium. That's how we got on to the Atlantic League and we're close to finalizing that deal.

And in terms of the Atlantic League and the baseball team, something Mr. Becker would not have known and I understand that, but he talked about the Field of Schemes, and how the team owners make so much money off these fields. Everybody needs to understand clearly that the amenities being formed for the events center, the children's museum, and for ownership of the team, they are a 501(c) 3 charitable organization. The investors and the owners of the membership right, the Atlantic League, will not make one penny off this deal. That's pretty important.

And I think when Dr. Qubein put this together, I think he had in mind....this is going to be a gift to the city, to the people of High Point, and to the City of High Point. We had asked him to put together ownership of the team and put together naming rights. He readily accepted that moving forward. That was talking about \$6,000,000-\$7,000,000 and he had no idea that he was going to multiply that times six or seven and come back with a \$38,000,000 commitment.

This is one of the most amazing things that's happened in High Point. I've been here since 1949. I don't know about the wisdom, but I've got you in age. I've been here a long time and I've never seen anything like this. We're going to do it. It's going to be done right. It's going to be the catalyst project that we need for economic development downtown to produce jobs, to bring residents downtown. We're talking about 200-300 apartments. We're talking about commercial, retail and now that Dr. Qubein's group is involved, that whole section-that four-block section there that we're talking about is going to be absolutely amazing and your families and your children and grandchildren are going to be so pleased to be able to enjoy what you folks have started. And I just want to thank you because you have supported us in the past and I know you're going to support us in the future. Yes, it's bold. Yes, there can be problems. But, you know, if you don't try and you don't give it your best effort, you'll never know. And this has been highly vetted as anything that I've ever been involved with. And anybody that wants to know anything about this, call Ray Gibbs, call Randy Hemann, call Greg Demko, call me, and I'll be more than happy to give you any information about this project. There's nothing being hidden. It's all out there. And by the way, I want to thank David Briggs for anticipating this presentation by decorating this place

with all that beautiful art about baseball. I don't know how he knew, but it's wonderful. [laughter]

So, I didn't mean to take so much time, but I just wanted to let you know that the doors are open. This thing about transparency, I'm sorry, if you don't ask I can't tell you. Just ask. We'll tell you anything that you want to know about this project. Anything.

Thank you very much. [applause]

Chairman Ewing: Would anyone else like to speak either for or against the resolution providing for the acquisition of properties for the Catalyst Project?

Brian Gavigan: *I'm Brian Gavigan. I'm on the Executive Committee for Business High Point. On behalf of Business High Point, which is approximately 800 businesses—small, medium, large. We are very much in favor of what you're doing and we support the resolution.*

Chairman Ewing: Is there anyone else that would like to speak?

Patrick Harman: *Good evening, Council. I'm Patrick Harman, 1214 Woodland Place here in High Point. I'm speaking in favor of this Catalyst Project because the Core City of High Point has seen a drift for a while outside the showroom district and that's why you had a plan in 2005. The Core City plan is 2017, right. So the need was recognized a long time ago by adjusting the Core City tax values because even the downtown there's blight, vacant property and lots of things to work on. That's why our foundation has been in the Washington Street neighborhood for seven years and doing the Urban AG thing in east central High Point. Dorothy Darr is working in the Southwest area. The Unity Festival highlights some needs in the southside area this past month. So there really needs to be a major infusion of something that's going to bring about additional tax revenues. We all need a little more taxes in town. I don't like paying property taxes any more than anybody else. The fact is outside the showroom area, there's an immediate drop off and it's exemplified most with the Enterprise property that has a tax value of \$2.7 million, 3 acres, and it sold for \$400,000. They basically gave it away. That's right downtown, two blocks from the showroom and didn't support anything. That was on the market for four years and that's why we need this project.*

Chairman Ewing: Would anyone else like to speak? [none] I will close the public hearing and to kick off Council's conversation, **I'd like to MAKE A MOTION TO ADOPT THE RESOLUTION FOR THE ACQUISITION OF PROPERTIES.**

Council Member Alexander: **SECOND.**

Mayor Bencini: We have a MOTION and a SECOND. Any further discussion?

Council Member J. Davis: *I'd like to ask a couple of questions. This \$5,075,000 is it in addition to the \$15 million that the manager has been authorized to spend, or is this included in the \$15 million?*

Assistant City Manager Randy Hemann: *I'd like to address that. It is included in the \$15 million and more than likely if you'll recall at the July 17th Manager's Briefing I mentioned that we'd have to have a public hearing in order to purchase this property under the General Statute 158. We'll likely be doing this in two separate public meetings. As Mr. Early mentioned, there's some property that we're close to finishing up, but it's not quite there. So there will likely be two separate meetings and this is part of the \$15 million that was approved. We hope to not spend all of that \$15 million quite frankly.*

Council Member J. Davis: *Well, in that same meeting you said that you had already acquired the other 95% I think it was.*

Assistant City Manager Randy Hemann: *that we had under option or under control.*

Council Member J. Davis: *So you've spent or already closed on \$10.9 million.....*

Assistant City Manager Randy Hemann: *No, I did not say that. I said we had it under control or under option. We've only closed on one piece of property.*

Council Member J. Davis: *Alright, so this \$5,075,000 is in those properties that you have under your control?*

Assistant City Manager Randy Hemann: *Correct. Yes Sir.*

Council Member C. Davis: *And I would like to go ahead. I have a question for you, Mr. Hemann and I would like to address Mr. Early if you don't mind.*

For me, Mr. Early, I am very used to being left in the dark by my colleagues on many things. The one thing that I can say, though, is that when we did the Library project, the Library project was put out numerous times for public input, comment, and transparency. When the presentation was made to this body on April 3rd, we weren't-I wasn't prepared to make a decision based on something that I hadn't even been able to discuss by one previous closed session conversation. So, for the citizens not to even see the project at all, and we have a Channel 8 that you can see all of our lovely faces on, to have a presentation put out there where the general public could see what it was, to come in and express concerns, thoughts, opinions. Contribute to the conversation. It's my understanding that a majority of the people that saw this thing were invited to CVB, the Chamber of Commerce, Forward High Point, Connect High Point, and some luncheons-a few luncheons at the Country Club that most people in this city don't even get an invitation to. So, it's not about the lack of transparency in regards to the purchase of the property. That's common sense. You can't tip your hand, but I hope you can understand my position as an elected official to walk into a meeting, to get a presentation, have no time to ask or vet any questions that the constituents would have me to ask, as well as some of the ones that I would have on my own. So, I hope that you can appreciate that because this is a job that I take very seriously and far too many people in this room, sadly, seem to think it's Ms. Davis' position. Ms. Davis represents constituents across the city, just like Mr. Alexander and our Mayor and I would appreciate the respect for doing my job that it entails because it is a difficult job. Do you think it's easy for me to sit here and vote against my colleagues? They would probably think it is, but it's

not. But I promised I would be the voice of those that are left out of conversation and they were clearly left out of conversation.

Mayor Bencini: Thank you, Ms. Davis. Anyone else? [none]

All in favor, say Aye.

Mayor Bencini; Mayor Pro Tem Wagner and Council Members Alexander, Golden, Williams, Hill, J. Davis and Ewing: Aye.

Council Member C. Davis: No.

Mayor Bencini: That MOTION CARRIES. [8-1 vote]

A motion was made by Council Member Ewing, seconded by Council Member Alexander, to adopt a Resolution providing for the acquisition of properties in accordance with NCGS§158-7.1 as part of the Downtown Catalyst Project. The motion carried by the following 8-1 vote:

Aye (8): Council Member Golden, Council Member Williams, Council Member Ewing, Mayor Pro Tem Wagner, Council Member Hill, Mayor Bencini, Council Member Alexander, and Council Member J. Davis
Nay (1): Council Member C. Davis

PLANNING & DEVELOPMENT COMMITTEE - Mayor Pro Tem Wagner, Chair

Committee Members: Wagner, J. Davis, C. Davis and Golden????

170258 Resolution of Intent - Street Abandonment 17-03

Approval of a Resolution of Intent that establishes a public hearing date of Monday, September 18, 2017 at 5:30 p.m., to consider a request by Thomas Built Buses to abandon the northern portion (approximately 250 feet) of the Joshua Circle right-of-way, lying south of Courtesy Road.

Adopted Resolution of Intent establishing a public hearing date of September 18, 2017 at 5:30 p.m. to consider a request by Thomas Built Buses to abandon the northern portion (approximately 250 feet) of the Joshua Circle right-of-way, lying south of Courtesy Road.

A motion was made by Mayor Pro Tem Wagner, seconded by Council Member Williams, that this Resolution of Intent be adopted establishing a public hearing date of Monday, September 18, 2017 at 5:30 p.m. as the date and time to consider public comment regarding this Street Abandonment request by Thomas Built Buses.

Aye (9): Council Member Golden, Council Member Williams, Council Member Ewing, Mayor Pro Tem Wagner, Council Member Hill, Mayor Bencini, Council Member Alexander, Council Member C. Davis, and Council Member J. Davis

**Resolution No. 1694/17-41
Introduced 8/7/2017; Adopted 8/7/2017
Resolution Book, XIX, Page 163**

PUBLIC HEARINGS**170259 Resolution - High Point University - Street Abandonment 17-02**

A request by High Point University to abandon the eastern portion (approximately 845 feet) of the E. Farriss Avenue right-of-way, specifically the southern segment of the right-of-way lying between N. Centennial Street and Panther Drive (a private drive). In addition, the Planning & Development Department amended the request to also abandon that portion of the Fifth Street right-of-way lying between the northern and southern segment of the E. Farriss Avenue right-of-way.

The public hearing for this matter was held on Monday, August 7, 2017 at 5:30 p.m. as duly advertised.

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

Street Abandonment Case 17-02 is a request by High Point University (HPU) to abandon a portion of E. Farriss Avenue lying east of N. Centennial Street. Mr. Shannon advised that this portion of E. Farriss Avenue has a unique configuration: a northern two-way section, a southern two-way section, with a park and greenway in between. The applicant is requesting abandonment of approximately 845 feet of the southern two-way section of the eastern half.

Mr. Shannon reported that the university's footprint has significantly expanded in this area over the past two decades and most of the expansion consisted of the university purchasing all properties in the city block. Once they determined that no individual property owner would be denied access, they are requesting abandonment of the abutting public streets. HPU owns all the property along the southside of this roadway with the exception of 806 and 810 E. Farriss Avenue. The area proposed to be abandoned does not impact these two property owners and the area between N. Centennial Street eastward would remain open as a public street, which will provide access to a public street.

To facilitate the abandonment, the applicant has proposed the construction of a turn-around where the public street ends to facilitate and accommodate school buses, delivery trucks, garbage trucks, etc.... so they can continue servicing these two remaining properties.

Mr. Shannon advised that the Planning staff amended the request to also abandon that portion of Fifth Street abutting this area. He pointed out the "street" is not visible and is referred to as a "paper street" because it was never constructed and just exists on the original subdivision plat.

This request was reviewed by the Technical Review Committee. No objections were voiced, but they did identify several utilities in this area: stormwater, water lines, sewer lines, electric lines and a Piedmont Natural Gas line in portions of the right-of-way proposed for abandonment. These easements will be retained for on-going maintenance of these public and private utility lines. The Planning & Zoning Commission reviewed this request at their July 25th meeting and also recommend approval.

Staff is recommending approval of the request to abandon this right-of-way as the abandonment will not deprive any abutting property owner of access. Approval will be subject to the retention of a 20-foot wide stormwater easement, a 20-foot wide electric easement, a 20-foot wide water and sewer easement and a 20-foot wide Piedmont Natural Gas easement.

At the conclusion of Mr. Shannon's presentation, he shared some photos of the area where the right-of-way is proposed to be abandoned and entertained questions.

Council Member C. Davis asked if this abandonment would close off access to any part of the Greenway because she heard a rumor that the university may put up a fence with a keypad from daylight to sundown. Mr. Shannon replied that the abandonment in no way impacts the Greenway and noted the only intent is to abandon the public interest in that portion of the right-of-way.

At this time, Planning & Development Committee Chairman Wagner opened the public hearing and asked the applicant to come forward, then public comments would follow.

***Barry Kitley**, 4114 Ponce DeLeon, representing High Point University, spoke in favor of the request as the request is consistent with the private roads already on campus and would help improve the traffic pattern on campus. He shared that he did meet with two homeowners that had questions and information they requested was provided to them.*

Chairman Wagner asked if there was anyone present who would like to speak in favor of or in opposition to the request. There being no further comments, the public hearing was closed.

Adopted the Resolution approving Street Abandonment 17-02 authorizing the abandonment of the eastern portion (approximately 845 feet) of the E. Farriss Avenue right-of-way, specifically the southern segment of the right-of-way lying between N. Centennial and Panther Drive (a private road), and authorizing the abandonment of that portion of the Fifth Street right-of-way lying between the northern and southern segment of the E. Farriss Avenue right-of-way with retention of the following easements:

- 1. A 20-foot wide stormwater/drainage easement*
- 2. A 20-foot wide electrical easement*
- 3. A 20-foot wide sewer line easement*
- 4. A 20-foot wide water line easement*
- 5. A 20-foot wide Piedmont Natural Gas easement*

A motion was made by Mayor Pro Tem Wagner, seconded by Council Member J. Davis, to adopt a Resolution approving Street Abandonment 17-02 as requested by High Point University. The motion carried by the following 9-0 vote:

Aye (9): Council Member Golden, Council Member Williams, Council Member Ewing, Mayor Pro Tem Wagner, Council Member Hill, Mayor Bencini, Council Member Alexander, Council Member C. Davis, and Council Member J. Davis

Resolution No. 1695/17-42

**Introduced 8/7/2017; Adopted 8/7/2017
Resolution Book, XIX, Page 164**

GENERAL BUSINESS AGENDA

**170260 Application -Certificate of Public Convenience and Necessity (Taxi Cab Service)
- 2nd Reading**

Monday, August 7, 2017 at 5:30 p.m. is the date established for the 2nd and final reading concerning the issuance of Certificate of Public Convenience and Necessity for David Nyalimo to operate a taxi company in the City of High Point. (First reading was held and approved on Monday, July 17, 2017 at 5:30 p.m.)

Deputy City Manager Randy McCaslin explained this is a franchise agreement, which takes two readings. He advised this is the 2nd required reading for the Issuance of Certificate of Public Convenience and Necessity (PCN) as requested by David Nyalimo to operate a taxi company in the City of High Point. The public hearing for this request was held on Monday, July 17th and it was approved at the 1st Reading.

Approved the second and final reading for the issuance of the Certificate of Public convenience and Necessity as requested by David Nyalimo to operate a taxi cab in the City of High Point.

A motion was made by Council Member Alexander, seconded by Council Member Ewing, to approve the issuance of Certificate of Public Convenience and Necessity as requested by David Nyalimo. The motion carried by the following 9-0 vote:

Aye (9): Council Member Golden, Council Member Williams, Council Member Ewing, Mayor Pro Tem Wagner, Council Member Hill, Mayor Bencini, Council Member Alexander, Council Member C. Davis, and Council Member J. Davis

170264 Ordinance - Senate Bill 155 - Alcoholic Beverage Sales 10:00 A.M. on Sunday

Ordinance to enact Chapter 10, section 11-10-1 of the City of High Point Code of Ordinances - Alcoholic Beverage Sales beginning at 10:00 a.m. on Sunday.

City Attorney JoAnne Carlyle provided a brief overview of Senate Bill 155 that was also discussed during a Manager's Briefing Session today prior to this meeting. She advised that the State has adopted some legislation that allows local governments to adopt an ordinance that changes the time for selling alcoholic beverages from Noon to 10:00 a.m. on Sundays. She explained as with any other ordinance, in order for this to become effective on the date of introduction, it would require a 2/3 vote of Council (six votes).

Adopted the Ordinance to enact Chapter 10, Section 11-10-1 of the City of High Point Code of Ordinances- Alcoholic Beverage Sales beginning at 10:00 a.m. on Sunday.

A motion was made by Council Member Alexander, seconded by Council Member Williams, that this Ordinance be adopted. The motion carried by the following 8-1 vote:

- Aye (8): Council Member Golden, Council Member Williams, Council Member Ewing, Mayor Pro Tem Wagner, Council Member Hill, Mayor Bencini, Council Member Alexander, and Council Member J. Davis
- Nay (1): Council Member C. Davis

Ordinance No. 7326/17-68
Introduced 8/7/2017; Adopted 8/7/2017
Ordinance Book, XIX, Page 208

170266 Resolution of Support - House Bill 205 - Electronic Legal Advertising

Adoption of a Resolution supporting House Bill 205 to modernize publication of legal advertisements and notices; to allow Guilford county and any municipality in Guilford County to use electronic means to provide public notice in lieu of publications.

Adopted a Resolution of Support for House Bill 205 pertaining to electronic legal advertising.

A motion was made by Mayor Pro Tem Wagner, seconded by Council Member Alexander, that the Resolution supporting House Bill 205 (modernize publication of legal advertisements and notices) be adopted. The motion carried by the following 8-1 vote:

- Aye (8): Council Member Golden, Council Member Williams, Council Member Ewing, Mayor Pro Tem Wagner, Council Member Hill, Mayor Bencini, Council Member Alexander, and Council Member J. Davis
- Nay (1): Council Member C. Davis

Resolution No. 1696/17-43
Introduced 8/7/2017; Adopted 8/7/2017
Resolution Book, XIX, Page 165

170261 Appointments/Reappointments - Boards & Commissions

Council is requested to confirm the following appointments/reappointments to the following Board and Commissions:

- *Reappointment* of **Gloria Halstead** to the Parks and Recreation Commission as Council Member Alexander's at-large appointment. Reappointment to be effective immediately and will expire July 1, 2020.
- *Reappointment* of **David Horne** and **Richard Andrews** to the Board of Adjustment. Reappointments to be effective immediately and will expire July 1, 2020.
- *Appointment* of **Annette Cox** to the Historic Preservation Commission as Mayor Bencini's appointment. Appointment to be effective immediately and will expire July 1, 2019.

Approved the preceding appointments/reappointments to the Parks & Recreation Commission, Board of Adjustment, and the Historic Preservation Commission.

A motion was made by Council Member Alexander, seconded by Mayor Pro Tem Wagner, that the preceding appointments/reappointments be approved. The motion carried by the following 9-0 vote:

Aye (9): Council Member Golden, Council Member Williams, Council Member Ewing, Mayor Pro Tem Wagner, Council Member Hill, Mayor Bencini, Council Member Alexander, Council Member C. Davis, and Council Member J. Davis

170267 Appointment - High Point Housing Authority

Mayor Bencini is requesting that City Council confirm the appointment of Ms. Meredith Boger to fill the unexpired term of Jim Gdrich who has resigned. Appointment will be effective September 1, 2017 and will expire December 22, 2021.

Council Member Williams moved to suspend the rules so this matter could be placed on tonight's agenda for consideration. Council Member Alexander made a second. The motion to suspend the rules carried by a unanimous 9-0 vote.

Approved the appointment of Meredith Boger to the High Point Housing Authority.

A motion was made by Council Member C. Davis, seconded by Council Member Ewing, that this appointment be approved. The motion carried by the following 9-0 vote:

Aye (9): Council Member Golden, Council Member Williams, Council Member Ewing, Mayor Pro Tem Wagner, Council Member Hill, Mayor Bencini, Council Member Alexander, Council Member C. Davis, and Council Member J. Davis

170262 Minutes to Be Approved

1. Finance Committee; Wednesday, July 12th @ 4:00 p.m.
2. Manager's Briefing; Monday, July 17th @ 4:00 p.m.
3. Special Meeting (Closed Session); Monday, July 17th @ 5:00 p.m.
4. Regular Council Meeting; Monday, July 17th @ 5:30 p.m.

Approved the preceding minutes as submitted by the City Clerk.

A motion was made by Council Member Alexander, seconded by Mayor Pro Tem Wagner, that the preceding minutes be approved. The motion carried by the following 9-0 vote:

Aye (9): Council Member Golden, Council Member Williams, Council Member Ewing, Mayor Pro Tem Wagner, Council Member Hill, Mayor Bencini, Council Member Alexander, Council Member C. Davis, and Council Member J. Davis

ADJOURNMENT

There being no further business to come before Council, the meeting adjourned at 7:10 p.m. upon motion duly made by Council Member Alexander and seconded by Mayor Pro Tem Wagner.

Respectfully Submitted,

William S. Bencini, Jr., Mayor

Attest:

Lisa B. Vierling, MMC
City Clerk

DRAFT

**RESOLUTION OF HIGH POINT CITY COUNCIL
AUTHORIZING THE LEASE OF CERTAIN UNOCCUPIED SPACE ON
CITY UTILITY POLES**

WHEREAS, the City of High Point ("City") owns certain utility poles located within the High Point city limits, specifically along the rights-of-way adjacent to property owned and occupied by Thomas Built Buses, Inc.; and

WHEREAS, North Carolina General Statute § 160A-272(a) provides that any property owned by a city may be leased or rented for such terms and upon such conditions as the council may determine and only if the council determines that the property will not be needed by the city for the lease term; and

WHEREAS, the City finds that those utility poles on and adjacent to property owned and occupied by Thomas Built Buses, Inc. have available space that can safely accommodate additional equipment; and

WHEREAS, Thomas Built Buses, Inc. has been a business and community leader in High Point since it was founded in 1916 and it is in the City's interest to continue to foster the relationship between Thomas Built Buses, Inc., and the High Point community; and

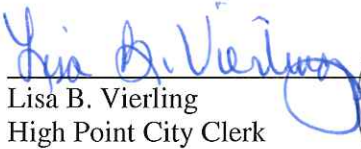
WHEREAS, North Carolina General Statutes § 160A-272(b) authorizes the City to enter into leases of one year or less by adopting a resolution at a regular council meeting, without the requirement of public notice; and

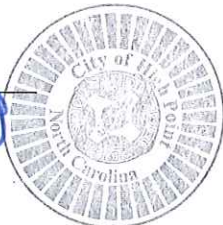
WHEREAS, the lease shall only be for those periods during which the City has no immediate use of the open space on the utility poles and shall not interfere with any other city uses, licenses, leases or rental that are concurrently in effect.

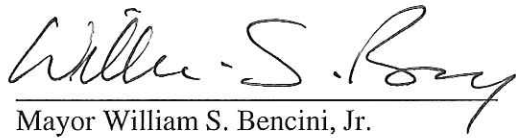
NOW THEREFORE BE IT RESOLVED by the City Council that:

1. The available space of those utility poles, owned by the City, are surplus to the City's current needs; and
2. The High Point City Council delegates the Mayor to sign and otherwise fulfill the requirements of entering into a lease agreement with Thomas Built Buses, Inc. for a period of not more than one year.

Adopted, this the 21st day of August, 2017.


Lisa B. Vierling
High Point City Clerk




Mayor William S. Bencini, Jr.

Office of the Mayor
City of High Point
North Carolina

RESOLUTION...

WHEREAS, the City of High Point has made strong progress toward food security and improved educational resources for all residents; and,

WHEREAS, High Point University is committed to the welfare of the City and HPU students under the leadership of Dr. Nido R. Qubein have volunteered over one million hours of service to the City of High Point; and,

WHEREAS, since 2013 High Point University has partnered with the Federal AmeriCorps VISTA Program so recent HPU graduates could each serve 2,000 hours in High Point over the course of a year to improve food security or education; and,

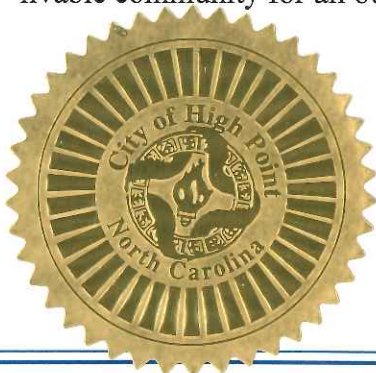
WHEREAS, High Point University provides free housing, meals, leadership, and other resources so the VISTAs can be successful in the work they do; and,

WHEREAS, this year High Point University expanded its VISTA Program and the nine new VISTAs will work with schools, like High Point Central, Fairview Elementary, Northwood Elementary, and Kirkman Park Elementary, and they will work with non-profits, like West End Ministries, the Hayden-Harman Foundation, the Greater High Point Food Alliance, D-UP, and Mt. Zion Baptist Church; and,

WHEREAS, the City aims to attract more young professionals to live, work, play, and serve here, and these nine young professionals could have gone anywhere after completing their HPU degree, but they chose to make High Point their home; and,

WHEREAS, this City Council would like to encourage residents of High Point to welcome the VISTAs into our community, get involved in their projects, and help them to find ways to make a living in our City after they complete their year of service.

NOW BE IT RESOLVED, that the High Point City Council commends and supports the nine AmeriCorps VISTAs, sponsored by High Point University, for their sacrifice, their service to the City, and all of the gifts and skills they will bring to their work. High Point will be a stronger City because of their dedication, service, and passion. Together we will make High Point a vibrant and livable community for all our residents and visitors.



IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Seal of the City of High Point, North Carolina this 21st day of August, 2017.

William S. Bencini, Jr., Mayor

CITY OF HIGH POINT

AGENDA ITEM



Title: Resolution of Intent for a Voluntary Contiguous Annexation
Annexation 17-08 (Waste Industries, LLC)

From: Lee Burnette, Planning & Development
Director

Meeting Date: August 21, 2017

Public Hearing: No

Advertising Date: Not applicable

Advertised By: Not applicable

Attachments: A. Resolution of Intent for Annexation 17-08
B. Map of property proposed to be annexed

PURPOSE:

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

BACKGROUND:

Resolution of Intent for Annexation 17-08 is enclosed.

BUDGET IMPACT:

There is no budget impact.

RECOMMENDATION / ACTION REQUESTED:

Staff requests City Council set a public hearing date of Monday, September 18, 2017, to hear this case.

PUBLISH ONCE: Friday, September 15, 2017

**RESOLUTION TO ESTABLISH A
PUBLIC HEARING DATE FOR
VOLUNTARY CONTIGUOUS ANNEXATION
(Case # AN-17-08)**

WHEREAS, the City Council has been petitioned to annex the property of Waste Management, LLC. The proposed annexation site is approximately 19.8 acres lying along the west side of Elon Place, approximately 1,600 feet south of Business 85. The property is addressed as 1236 Elon Place and also known as Guilford County Tax Parcel 0161532.

WHEREAS, the City Clerk is in receipt of said petition and has determined its sufficiency in accordance with G.S. 160A-31;

NOW, THEREFORE BE IT RESOLVED, THAT THE CITY COUNCIL establishes Monday, September 18, 2017, at 5:30 p.m., in the Council Chambers in the Municipal Building at 211 South Hamilton Street, High Point, North Carolina, as the date for the public hearing regarding the requested annexation.

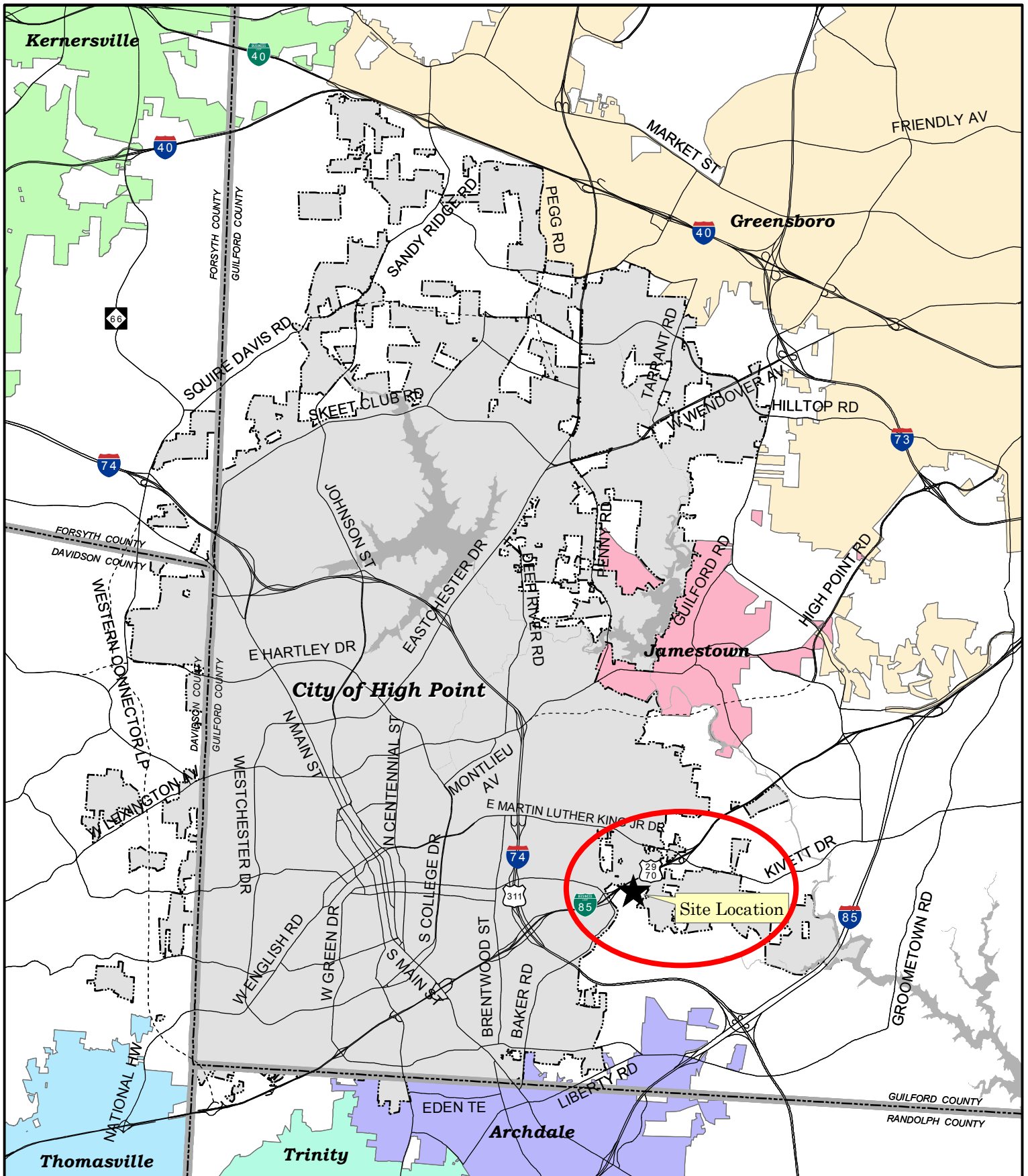
Any interested party will be permitted to be heard at the public hearing. The meeting facilities of the City of High Point are accessible to people with disabilities. If you need a special accommodation, call (336) 883-3298 or the TDD# (336) 883-8517.

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

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

By order of the City Council,
This the 21st day of August, 2017.

Lisa B. Vierling, City Clerk



ANNEXATION REQUEST AN-17-08

Applicant: JOSEPH K. and SALLY B. HUGHES
Area: 19.86 acres (approximate)

**Planning & Development
 Department**

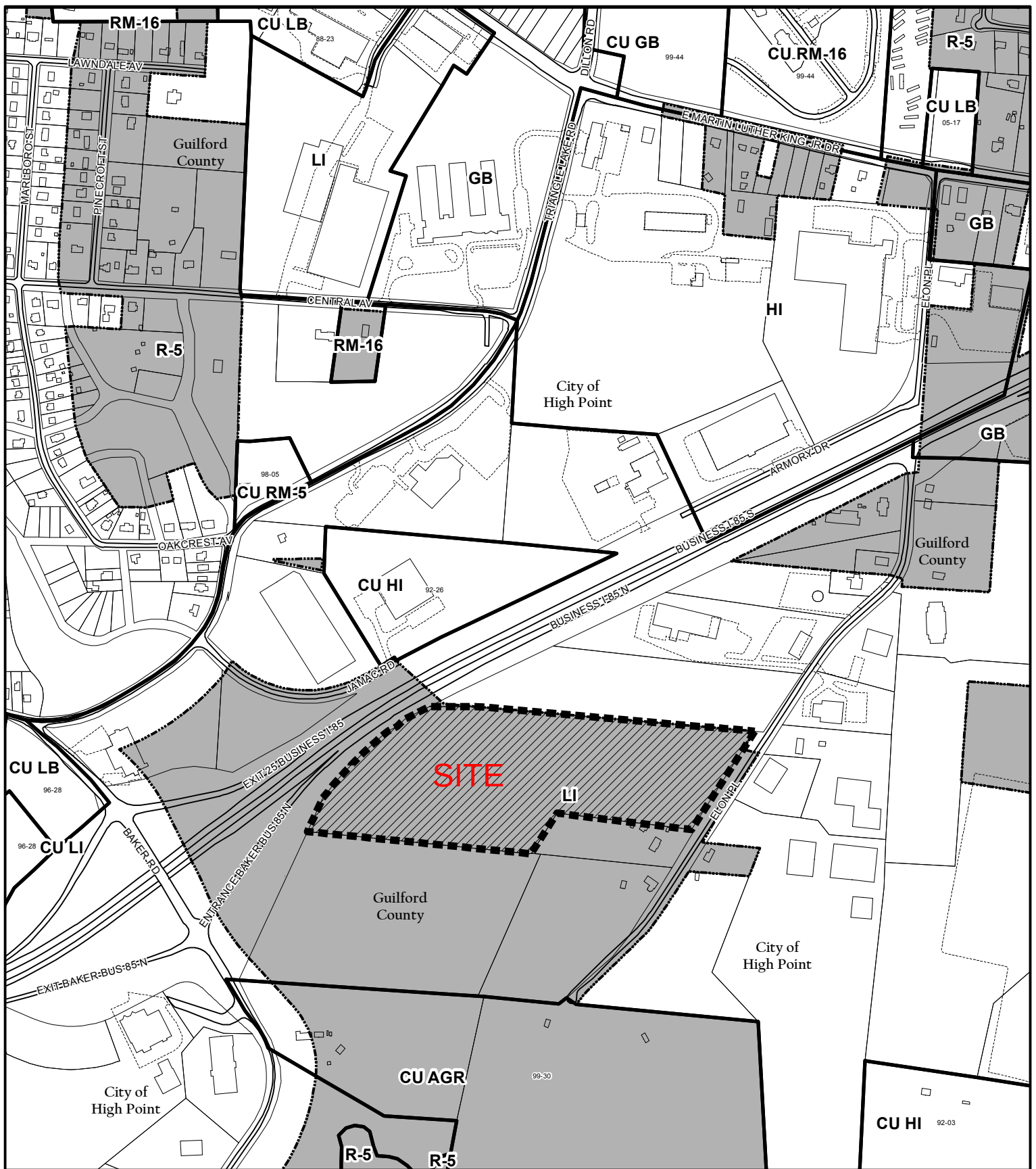
City of High Point

Date: August 2, 2017



Scale: 1"=8,500'

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ANNEXATION REQUEST AN-17-08

Applicant: JOSEPH K. and SALLY B. HUGHES
Area: 19.86 acres (approximate)

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

**Planning & Development
 Department**

City of High Point

Date: August 2, 2017



Scale: 1"=400'
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 2017/pz/an17-08.mxd

CITY OF HIGH POINT

AGENDA ITEM



Title: Thomas Built Bus Wireless Antennas

From: Electric Department

Meeting Date: August 21, 2017

Public Hearing: N/A

Advertising Date: N/A
Advertised By:

Attachments: Photo

PURPOSE:

The purpose of this project is to facilitate a private wireless operation at 715 W. Fairfield Road, the campus of Thomas Built Bus. Thomas Built Bus will install a 14"x12"x6" polycarbonate cabinet type enclosure that will be bolted to the pole as well as an antenna. There will be 50 poles impacted by this throughout the campus. The city facilities will be protected with a lease agreement holding the city harmless.

BACKGROUND:

The City Attorney's office will develop a lease agreement allowing for the placement of this wireless network equipment on the area utility poles currently being leased to Thomas Built Bus.

BUDGET IMPACT:

There will be no budget impact for this project.

RECOMMENDATION / ACTION REQUESTED:

We are requesting the Thomas Built Bus be permitted to attach to The City of High Point electric poles for the purposes of this project; and that the City Manager or his designee be authorized to execute said lease.

**RESOLUTION OF HIGH POINT CITY COUNCIL
AUTHORIZING THE LEASE OF CERTAIN UNOCCUPIED SPACE ON
CITY UTILITY POLES**

WHEREAS, the City of High Point (“City”) owns certain utility poles located within the High Point city limits, specifically along the rights-of-way adjacent to property owned and occupied by Thomas Built Buses, Inc.; and

WHEREAS, North Carolina General Statute § 160A-272(a) provides that any property owned by a city may be leased or rented for such terms and upon such conditions as the council may determine and only if the council determines that the property will not be needed by the city for the lease term; and

WHEREAS, the City finds that those utility poles on and adjacent to property owned and occupied by Thomas Built Buses, Inc. have available space that can safely accommodate additional equipment; and

WHEREAS, Thomas Built Buses, Inc. has been a business and community leader in High Point since it was founded in 1916 and it is in the City’s interest to continue to foster the relationship between Thomas Built Buses, Inc., and the High Point community; and

WHEREAS, North Carolina General Statutes § 160A-272(b) authorizes the City to enter into leases of one year or less by adopting a resolution at a regular council meeting, without the requirement of public notice; and

WHEREAS, the lease shall only be for those periods during which the City has no immediate use of the open space on the utility poles and shall not interfere with any other city uses, licenses, leases or rental that are concurrently in effect.

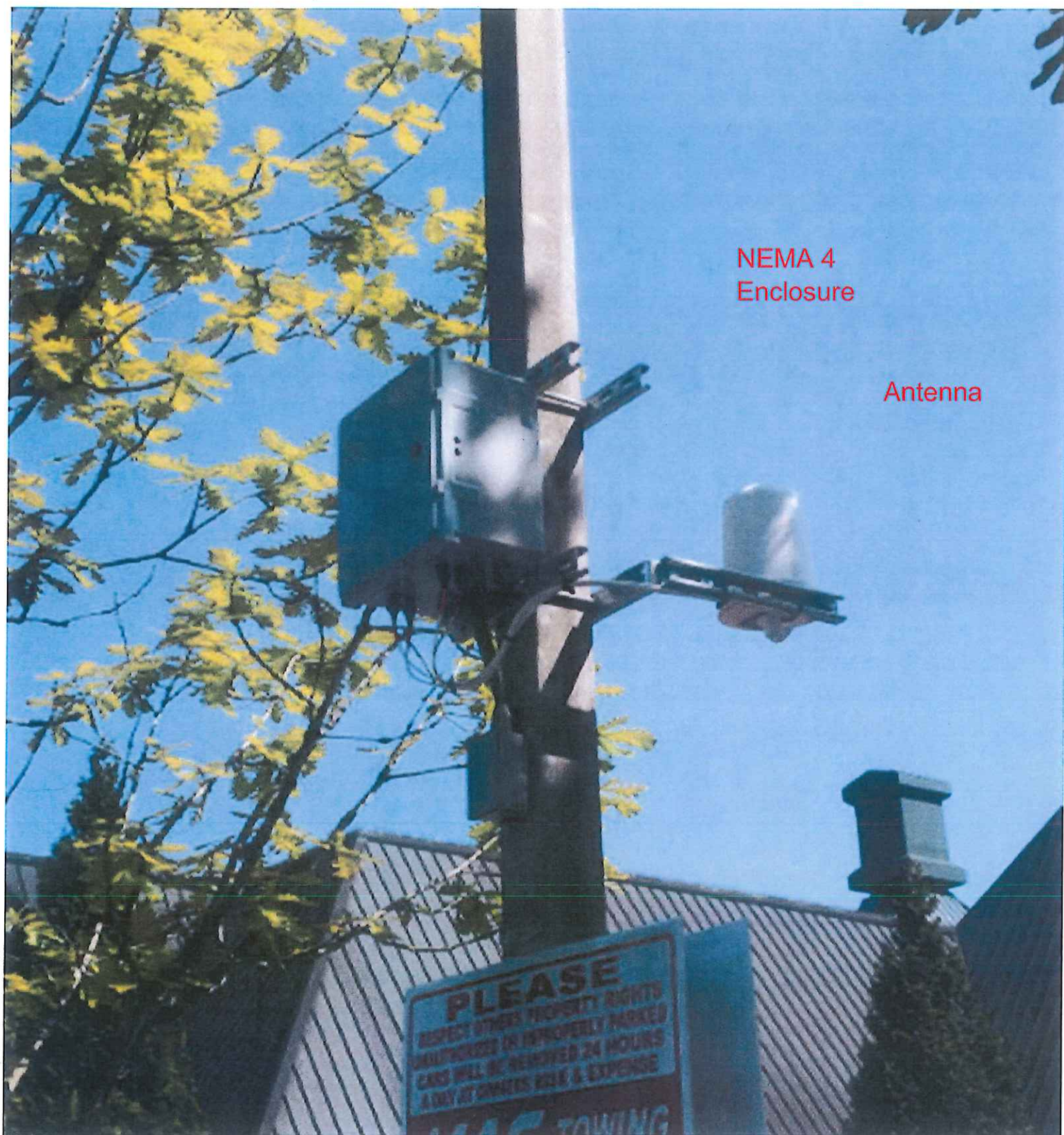
NOW THEREFORE BE IT RESOLVED by the City Council that:

1. The available space of those utility poles, owned by the City, are surplus to the City’s current needs; and
2. The High Point City Council delegates the Mayor to sign and otherwise fulfill the requirements of entering into a lease agreement with Thomas Built Buses, Inc. for a period of not more than one year.

Adopted, this the 21st day of August, 2017.

Lisa B. Vierling
High Point City Clerk

Mayor William S. Bencini, Jr.



NEMA 4
Enclosure

Antenna

CITY OF HIGH POINT

AGENDA ITEM

**Title: Updating Authorized Signatories for Pre-Audit Certification****From:** Jeffrey A Moore, Financial Services Director**Meeting Date:** August 21, 2017**Public Hearing:** No**Advertising Date /** N/A**Advertised By:****Attachments:** None

PURPOSE:

For purposes of compliance with the Local Budget and Fiscal Control Act, the City Council must update the named positions and persons therein currently and subsequently, to be considered “deputy finance officers” as defined in the statutes to execute a valid preaudit certificate for the purposes of encumbering and/or disbursing valid obligations of the City of High Point.

BACKGROUND:

In practice and policy, the City of High Point Financial Services Department has used one of three key division managers in addition to the specifically named Financial Services Director to execute the preaudit certificate as provided since last adoption and update in May 2012.

In order to demonstrate legal compliance with G.S. 159 *Local Budget and Fiscal Control Act*, City Council’s affirmative action will designate the following specific positions and the individuals therein currently, as well as their successors, as “deputy finance officers” as defined in the statutes so that they may execute a valid preaudit certificate for the purposes of encumbering and/or disbursing valid obligations of the City of High Point:

Assistant Financial Services Director
Accounting Manager
Accounting Supervisor
Budget & Administrative Director

Kelly Latham
Heather Forrest
Ashley Grindstaff
Eric Olmedo

This request is authorized in GS 159-28(a) and GS 159-28(d).

BUDGET IMPACT:

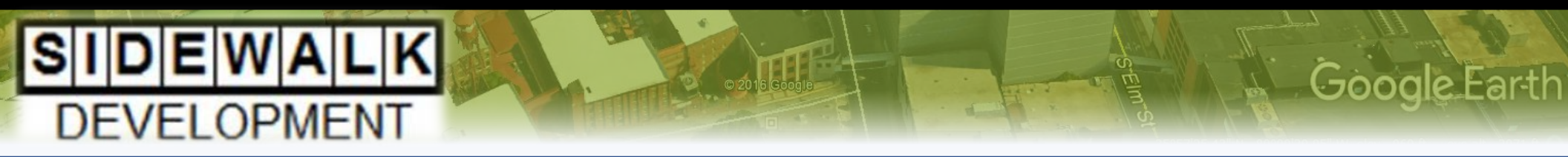
None.

RECOMMENDATION / ACTIONS REQUESTED:

City Council is requested to authorize the aforementioned positions and the individuals within those positions as “deputy finance officers” for purposes of executing the preaudit certificate for the encumbering and disbursement of City funds.



Furnishing a
New
Downtown
through
enhancing
Culture
Commerce
Community



Master Developer
Forward High Point

Hitting the right Buttons!

- Downtown Placemaking
- Family Culture
- Intergenerational Community
- Creating Dynamic Jobs Market
- Build exciting place to live



Keeping Score

The Presentation Line up:



Team:			Opponent:		Field:											
Umpire:			Date:		Start Time:		End Time:									
#	Player	Pos	1	2	3	4	5	6	7	8	9	10	AB	R	H	RBI
	Team Intro		◆	◇	◇	◇	◇	◇	◇	◇	◇	◇				
	Sidewalk Development Experience		◇	◆	◇	◇	◇	◇	◇	◇	◇	◇				
	HCM - Design Experience		◇	◇	◆	◇	◇	◇	◇	◇	◇	◇				
	Stadium Planning issues		◇	◇	◇	◆	◇	◇	◇	◇	◇	◇				
	Master Dev Issues		◇	◇	◇	◇	◆	◇	◇	◇	◇	◇				
	Plan Considerations		◇	◇	◇	◇	◇	◆	◇	◇	◇	◇				
	Questions		◇	◇	◇	◇	◇	◇	◆	◇	◇	◇				
Totals		Runs														
		Hits														
		Errors														
		Left On														
#	Pitcher	IP	Win/Loss	Save	Hits	Runs	ER	Walks	K	HB	BK	WP				
Line score		Team	1	2	3	4	5	6	7	8	9	10	R	H	E	

TEAM INTRO

☐ Sidewalk Development

Master Developer:
Vision/Plan/Legal/Phasing/Funding

☐ HCM

Master Plan/Architect

☐ Stimmel & Associates

Civil Engineer/Landscape Arch

☐ David Ashton Associates

Branding/Signage

☐ Coakley Williams

Construction Manager/Estimator

☐ Greenwich Group

Funding/Bonding/
Tax & Financial Projections

Sidewalk Development Experience

Developer Background

Sidewalk Development

produces University Town
Redevelopment Projects on
the East Coast including:

- Rowan University**
Glassboro, NJ
- Winthrop University**
Rock Hill, SC
- Univ. of New Hampshire**
Durham, NH
- VCU Medical**
Richmond, VA
- St. Edwards University**
Austin, TX
- East Carolina University**
Greenville, NC



Rowan Boulevard Master Plan



Master Developer
Forward High Point

So what is a
“Knowledge Community”?

Merging:
Campus
Community
&
Commerce



“Knowledge Community”

- Creating Lifelong Learners
- On Purpose Intergenerational Encounters
- Live Work Play (with a twist of adventure)

Campus.

Community.

Commerce.



“Knowledge Community”

- New job opportunities for *residents & students*
- Lecture and Learning space in *Senior* Building
- Mentoring from Seniors to Students
- Wellness increase: Physically and Mentally
 - Lecture Hall, Athletic Facility

Campus.

Commerce.

Community.



“Knowledge Community”

- Accelerate Downtown Vibrancy
- Improve Student Journey
- Capture Students as post college residents
- Create vibrant senior choices for “2nd Act” living

Campus.

Community.

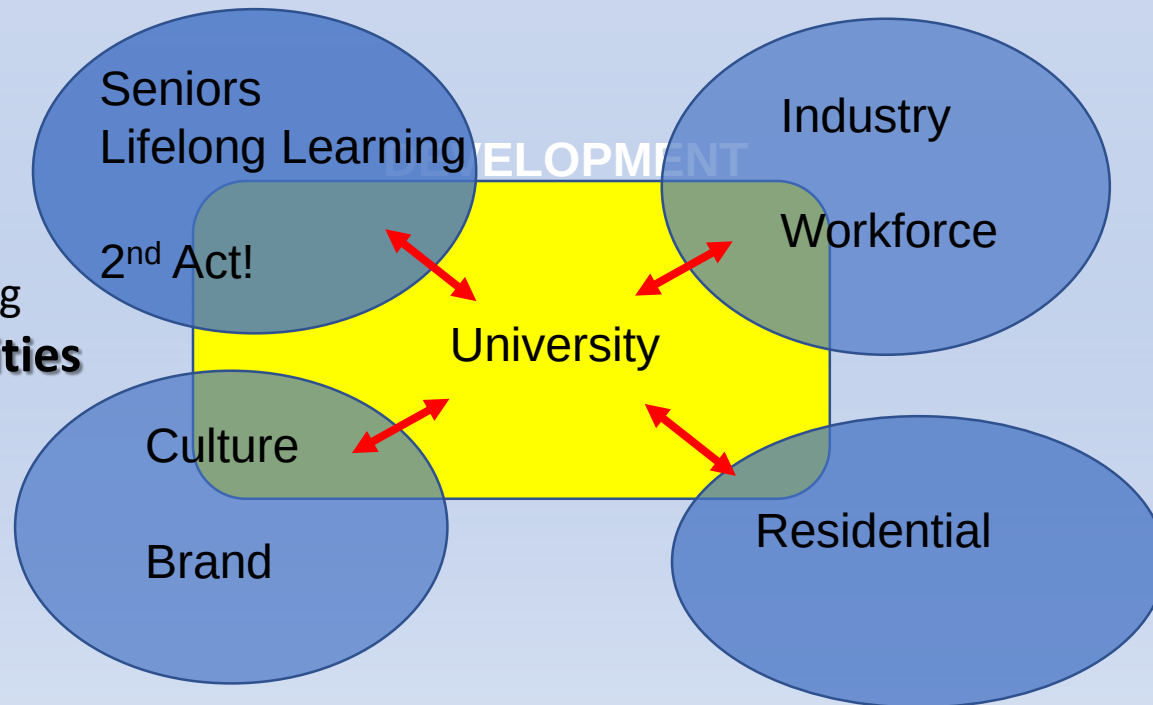
Commerce.



Separate institutional focus = “Nowhere, USA”.
Together, with collective focus = Desirable Brand
Destinations, and greater long term economy.

*“We work hard to make our Public Partners
equally successful financially”*

Opportunities in Creating
Knowledge Communities



Rowan University,
Rowan Boulevard; Glassboro NJ



15 Buildings
\$330 Million

\$165 m to
date

Public Private Partnership

*"We work hard to make our Public Partners
equally successful financially"*

Rowan University,
Rowan Boulevard; Glassboro NJ



Total vision:
15 Buildings
\$330 Million

2008-2016
10 buildings;
\$260 million
to date

Public Private Partnership

*"We work hard to make our Public Partners
equally successful financially"*

Rowan University,
Rowan Boulevard; Glassboro NJ



*“We work hard to make our Public Partners
equally successful financially”*

City tax base from
\$200K to \$4
Million per year

Rowan University,
Rowan Boulevard; Glassboro NJ



15 Buildings
\$330 Million

\$165 m to
date

Rowan Boulevard, NJ



Rowan Boulevard, NJ



Phase 1:
884 beds
Student
Housing

\$55 Million



Rowan Boulevard, NJ

Whitney Center – Phase 3 of Rowan Blvd:

15K SF Honors College Academic space
290 Beds of Honors Housing
22,000 SF of Retail

\$32 million



Creating Streetscape

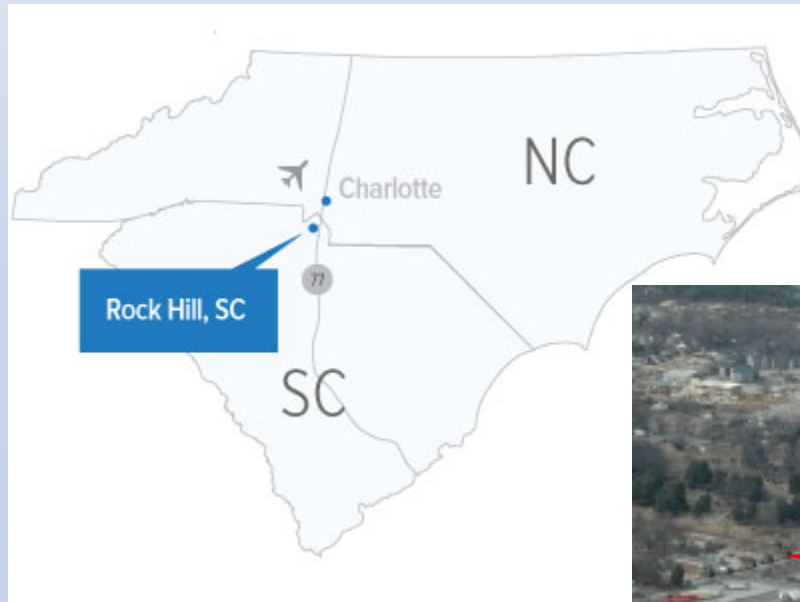
DEVELOPMENT

Phase 4:
65K SF
College of
Continuing
Studies





Winthrop University, Rock Hill, SC



DEVELOPMENT



Transformation of abandoned Textile Mill site for 23-acre-mixed university and private uses. (Phase 1)

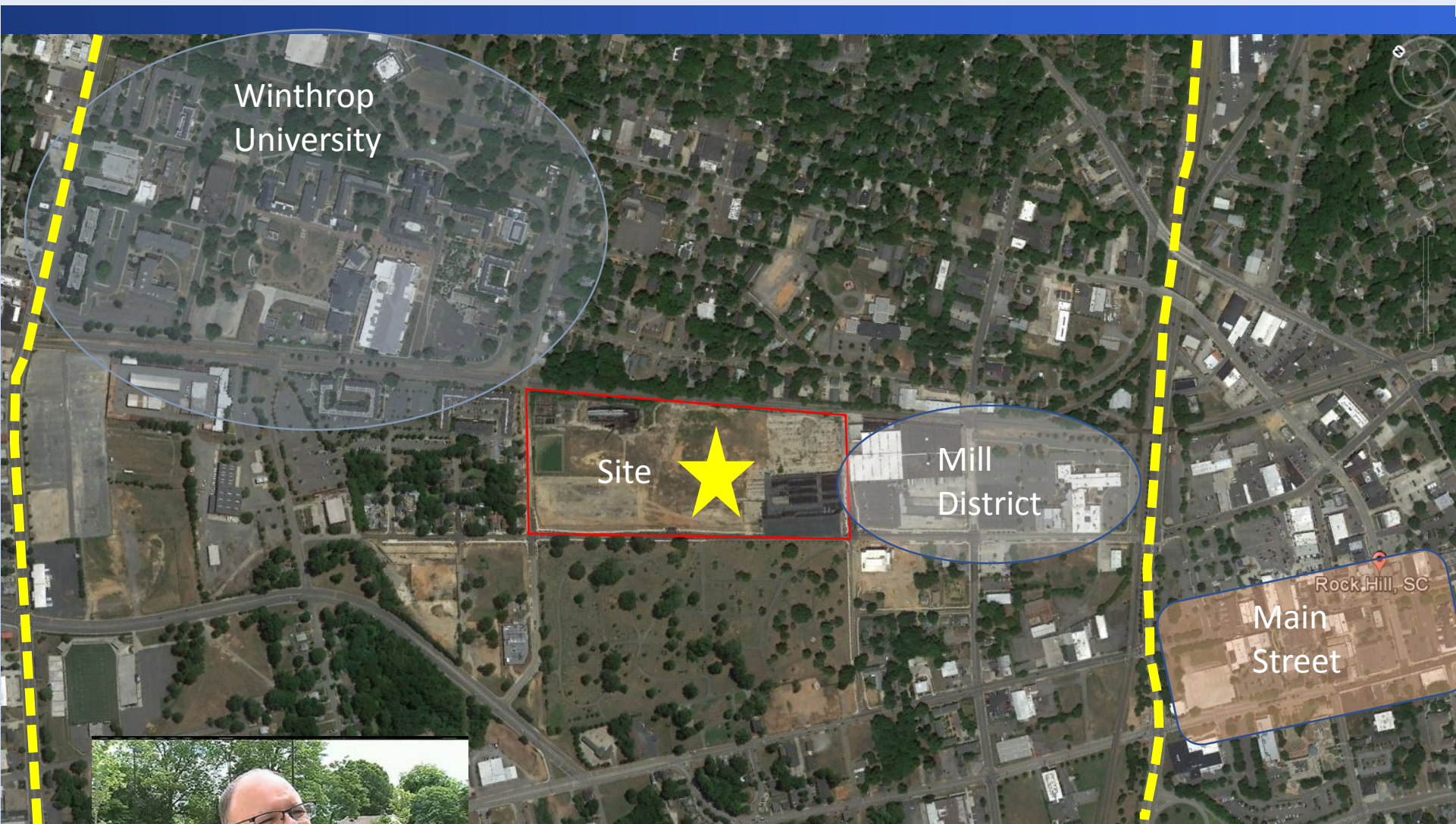
City wishes Sora to Master develop all other acreage into cohesive city plan

Winthrop University, Rock Hill, SC



Transformation of abandoned Textile Mill site for 23-acre-mixed university and private uses. (Phase 1)

City wishes Sora to Master develop all other acreage into cohesive city plan



Site Location

www.universitycenter-rh.com

Project VISION

1.3 million SF
17 buildings
\$275 Million



1 Lowenstein Building
160,000 SF Office Space + Restaurant
210 Parking Spaces Below Grade

2 Indoor Athletic Complex
157,000 SF competition courts

3 Hotel
120 Room Hotel + Banquet Center

4 Market Pavilion
15,000 SF of Retail + Food Vendors

5 Power Plant
26,000 SF of Restaurant +
Indoor Stage Complex

**SA Outdoor Festival Space +
Band Stand**

6 Student Housing
200 Beds of Student Housing

7 Student Housing
300 Beds of Student Housing

8 Apartment Building
65 Units of Rental Apartments

9 Active Adult Apartments
90 Units of Apartments +
6,000 SF Retail

10 Apartment Building
50 Units of Rental Apartments +
4,500 SF Retail

P1 840 Car Parking Deck

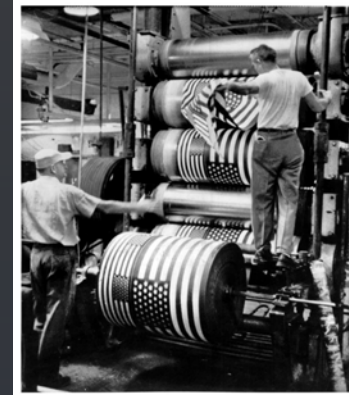
P2 480 Car Parking Deck + Retail

P3 540 Car Parking Deck + Retail

North project area



Lowenstein Bldg



Athletic and Hotel Project VISION



Retail Nucleas - Power Plant



Boiler Plant



Línear Park connector



Showcasing
Heritage: Industrial
equipment as
sculpture & signage

Main St. Post Office



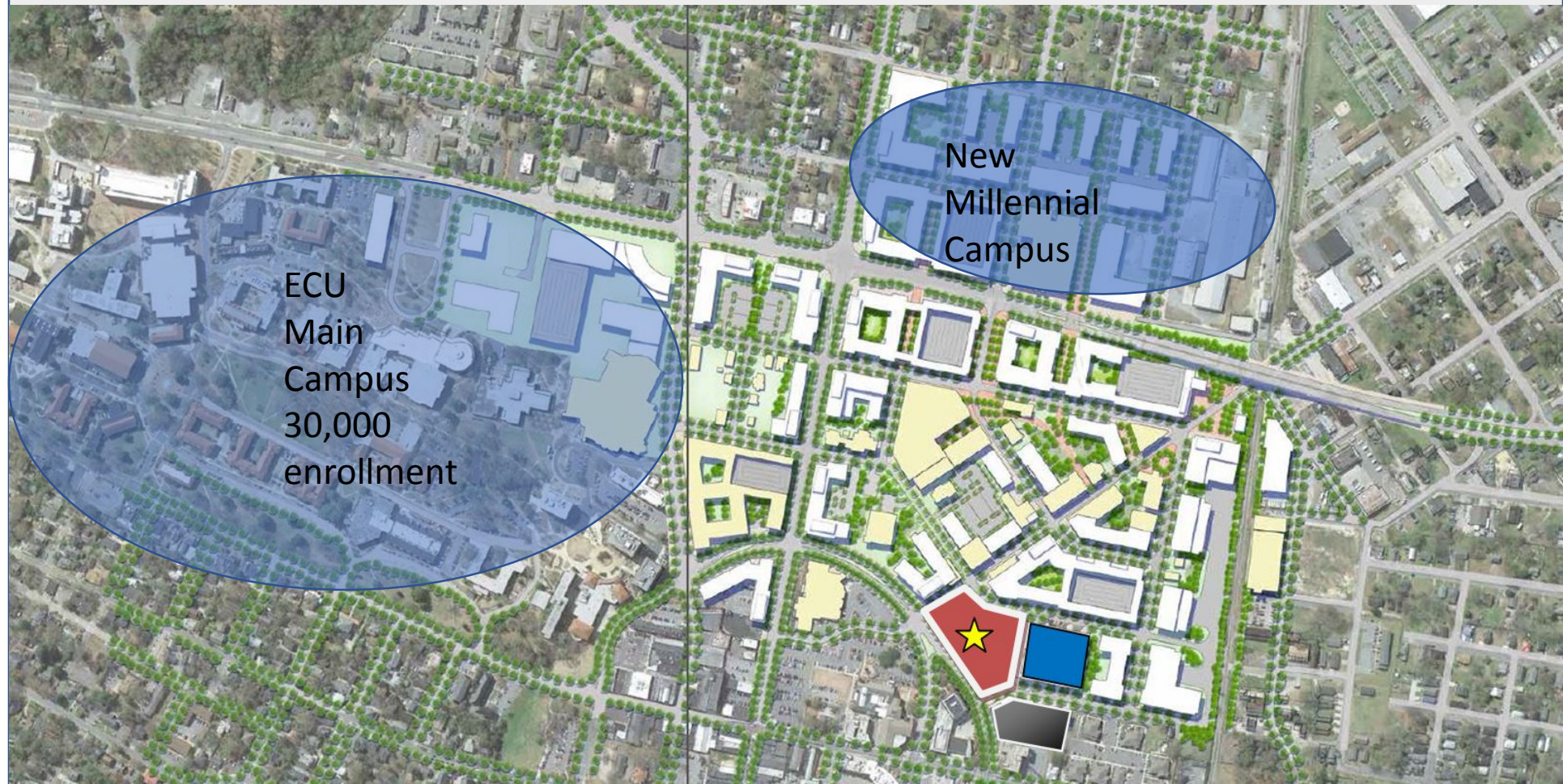
Urban Setting:

Greenville, NC – Dickinson Avenue District



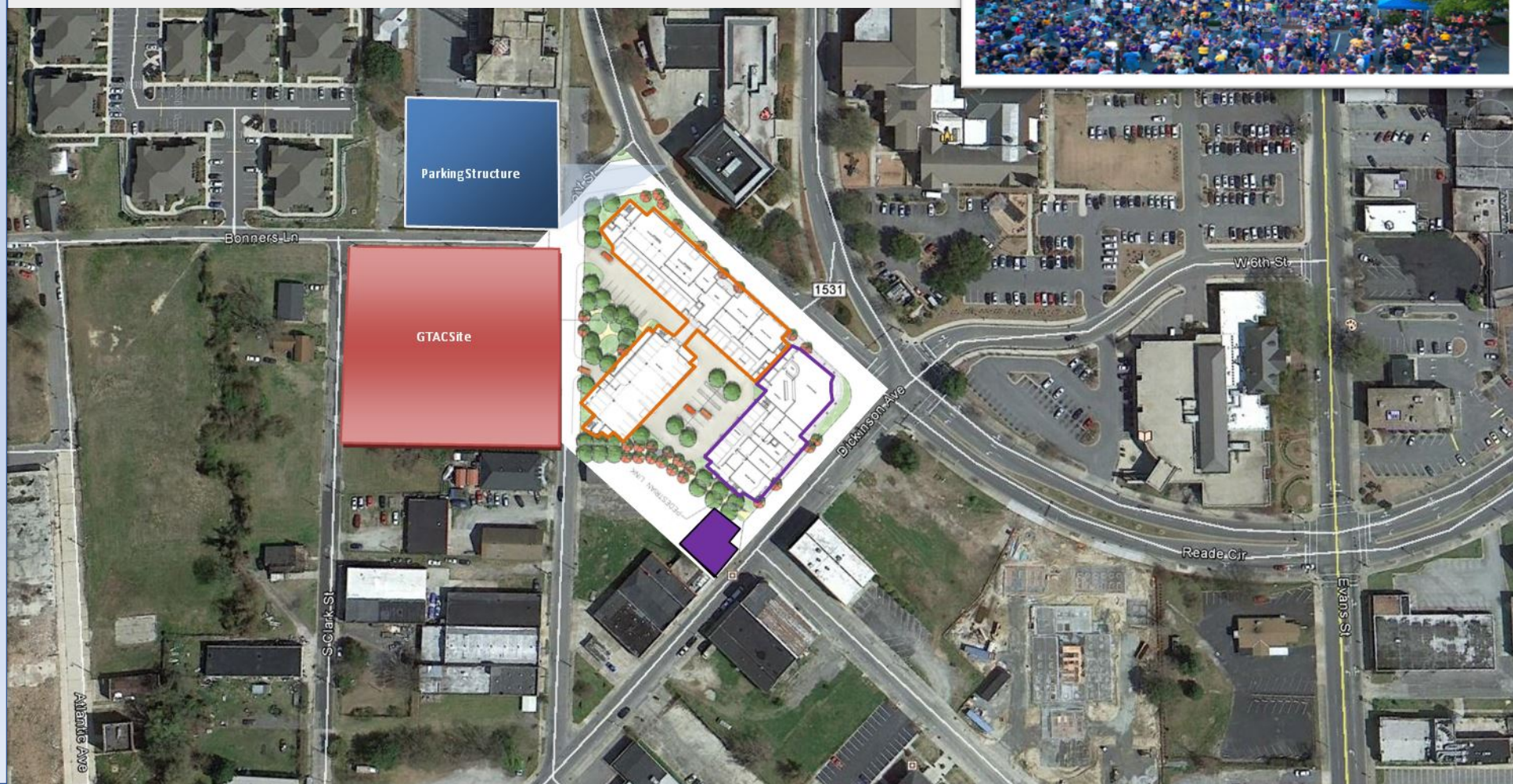
Gateway to Redevelopment

Urban Setting:

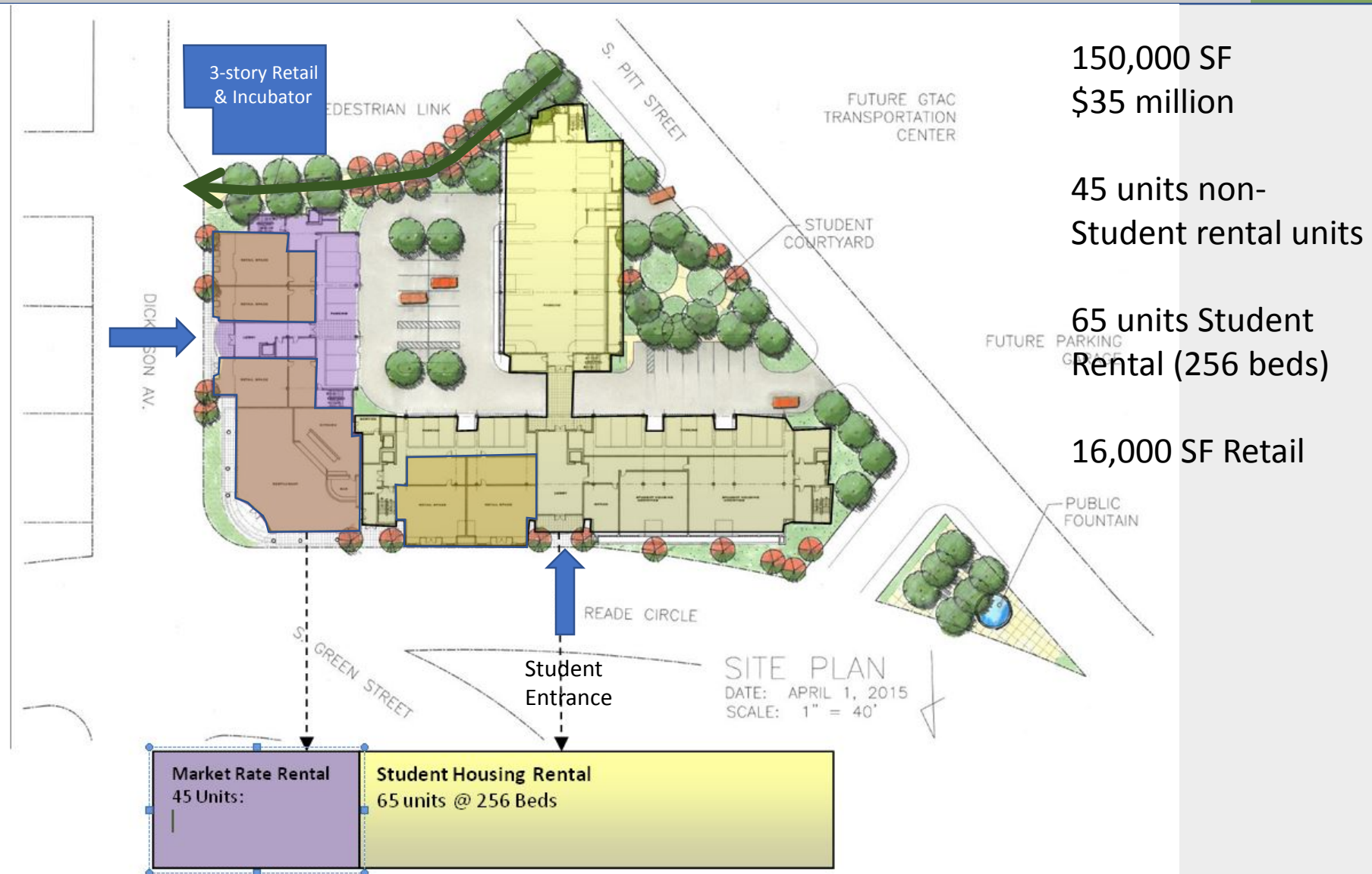


Gateway to Redevelopment

Urban Setting:

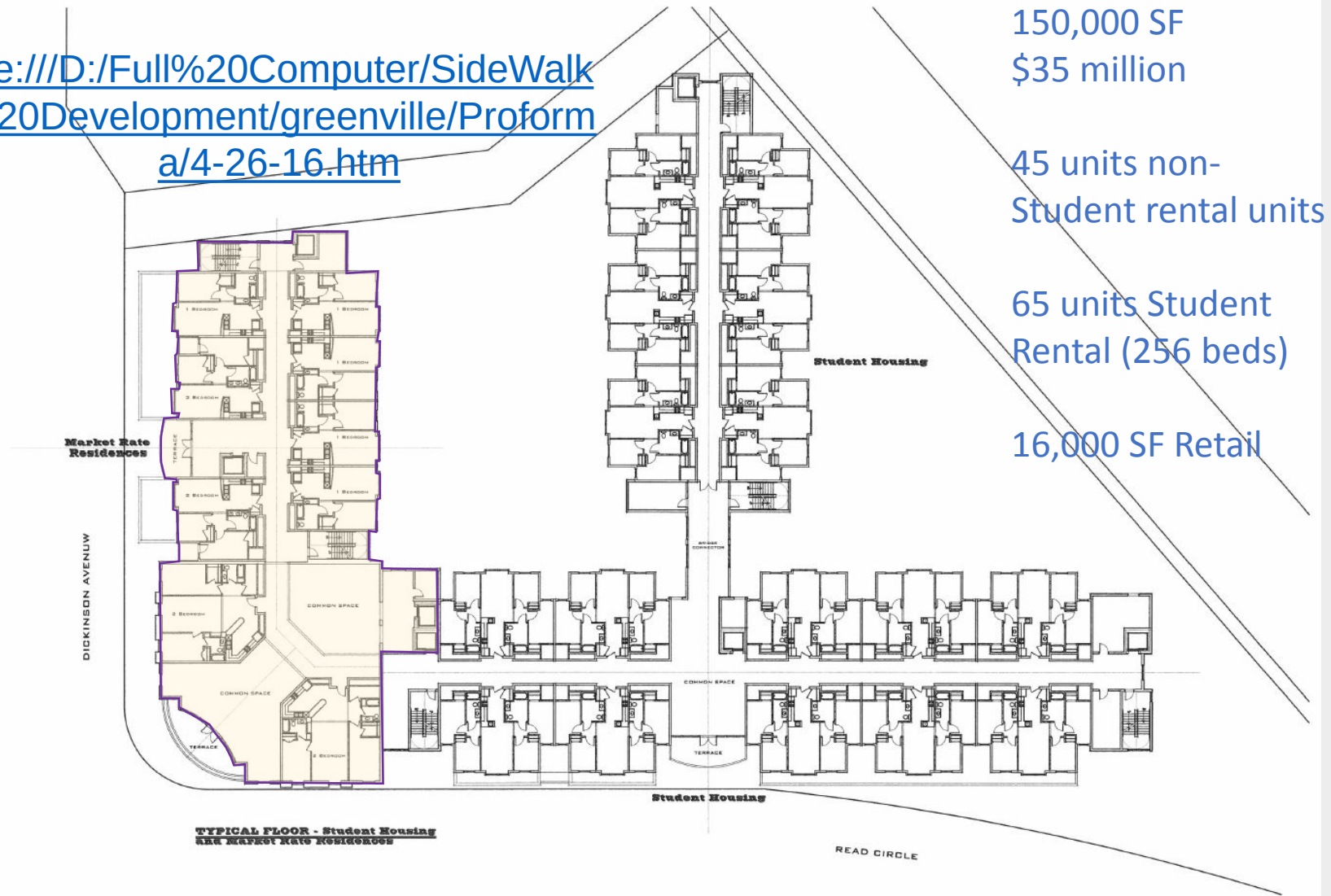


Gateway to Redevelopment



Gateway to Redevelopment

[file:///D:/Full%20Computer/SideWalk
%20Development/greenville/Proform
a/4-26-16.htm](file:///D:/Full%20Computer/SideWalk%20Development/greenville/Proforma/4-26-16.htm)



Gateway to Redevelopment



Elevation A

Dickinson Avenue Elevation

Elevation B



Reade Circle Elevation

Gateway to Redevelopment

Developer as **Team Member** and **Visionary** for advancing University cities



Gateway to Redevelopment

SIDEWALK DEVELOPMENT

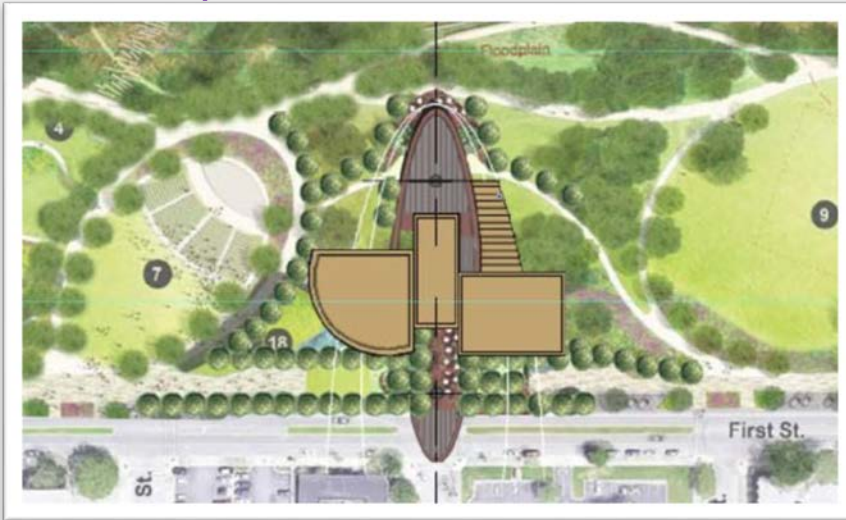
Developer as **Team Member** and **Visionary** for advancing University cities



Gateway to Redevelopment

SIDEWALK DEVELOPMENT

Developer as **Team Member** and Visionary for advancing University cities



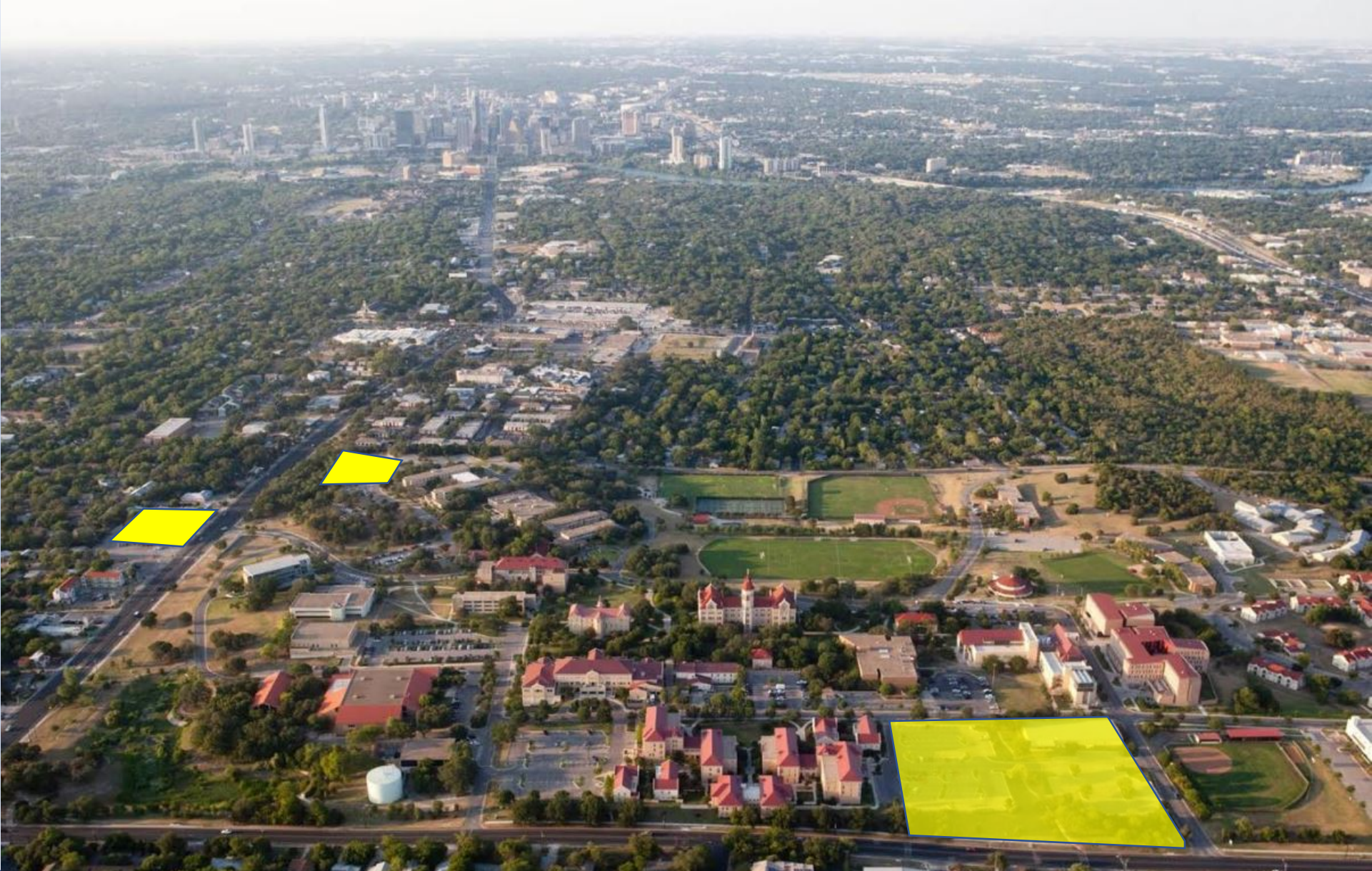
St Edward's University

New Residence Hall



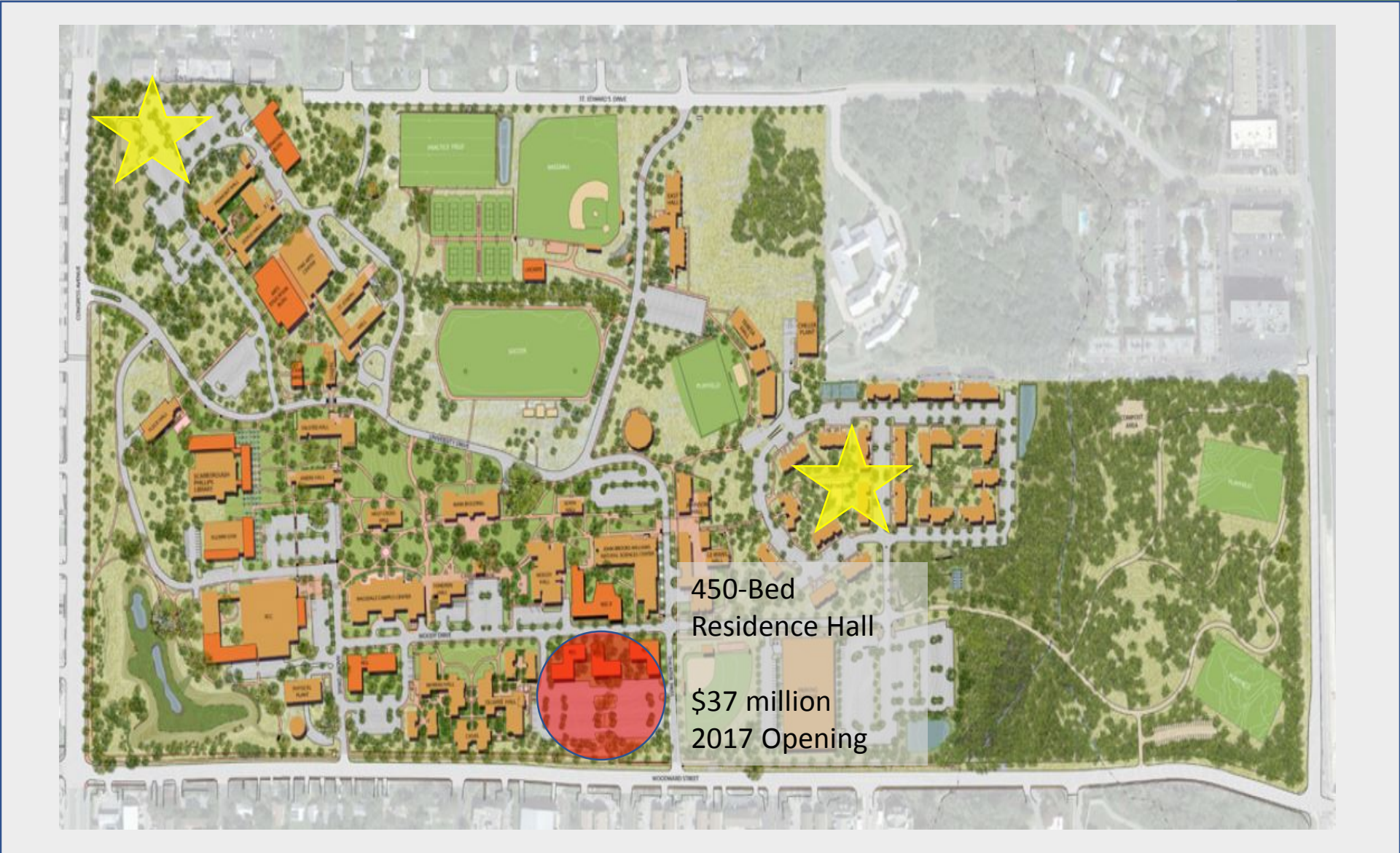
St Edward's University

New Residence Hall



A wide banner image featuring a grayscale aerial view of a city grid on the left and a green landscape with a body of water on the right. The text "St. Edward's University" and "Austin, TX" is overlaid in white on the left side.

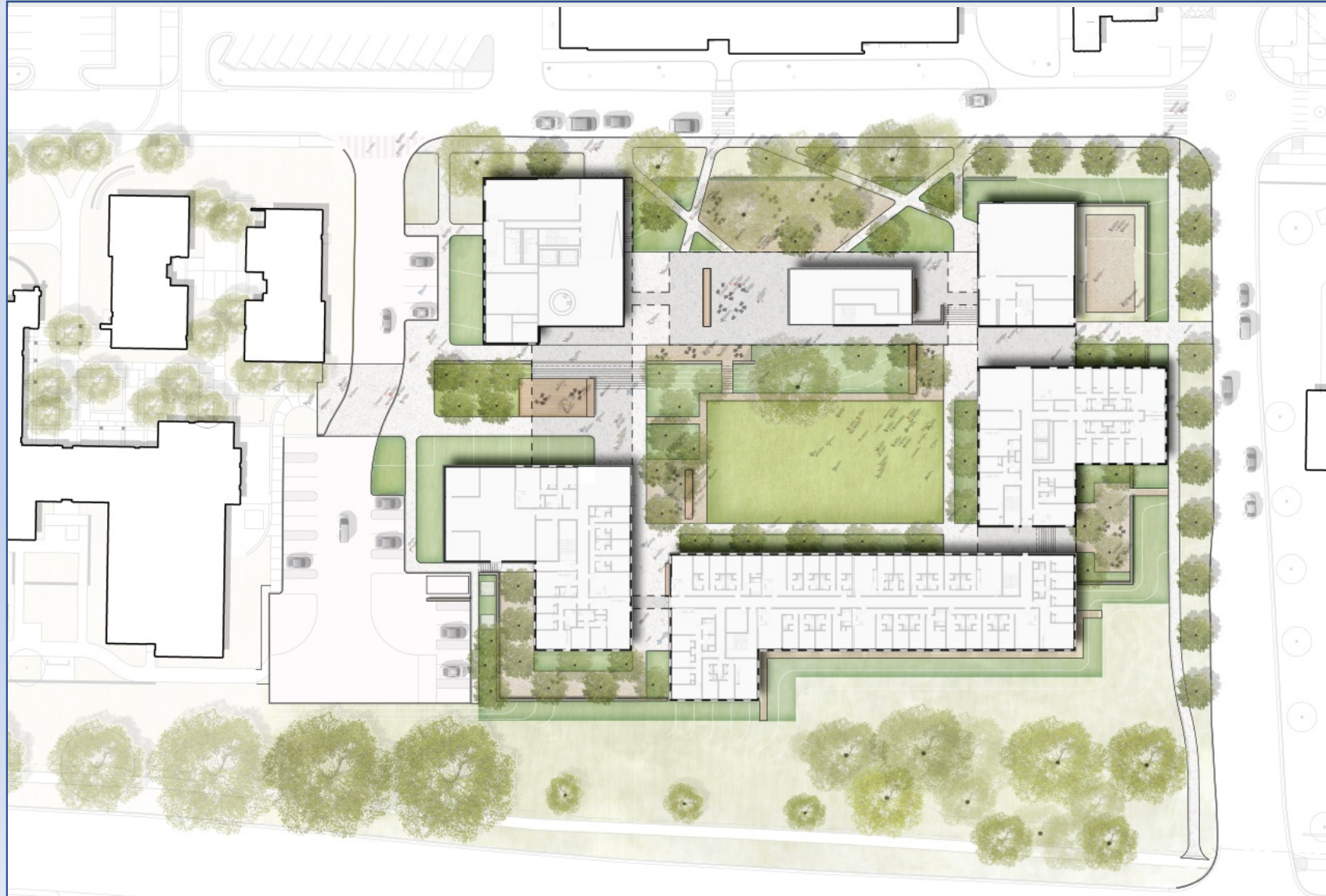
St. Edward's University
Austin, TX



St. Edward's University
Austin, TX



Gateway to Redevelopment

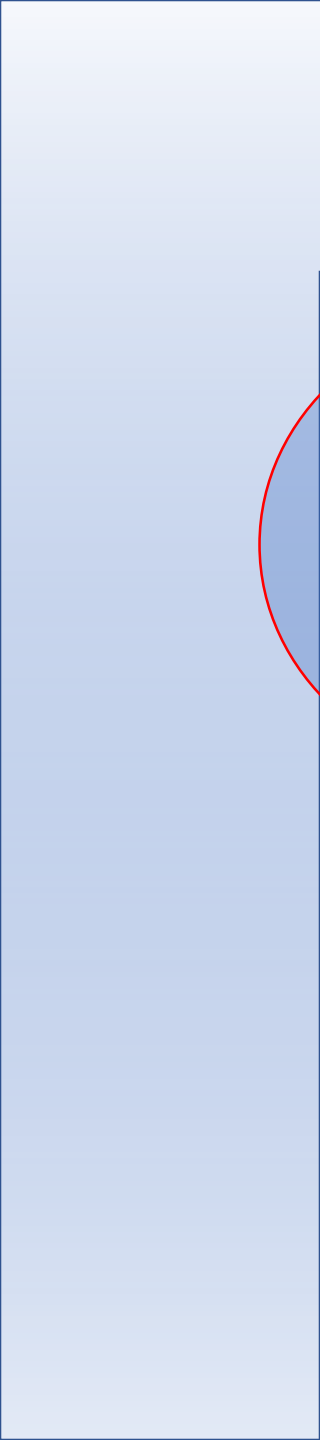


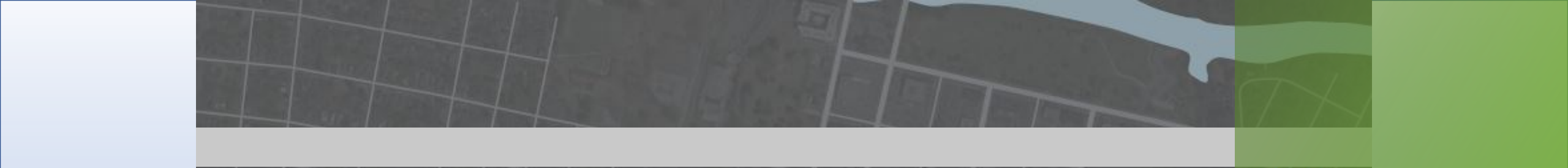
Gateway to Redevelopment



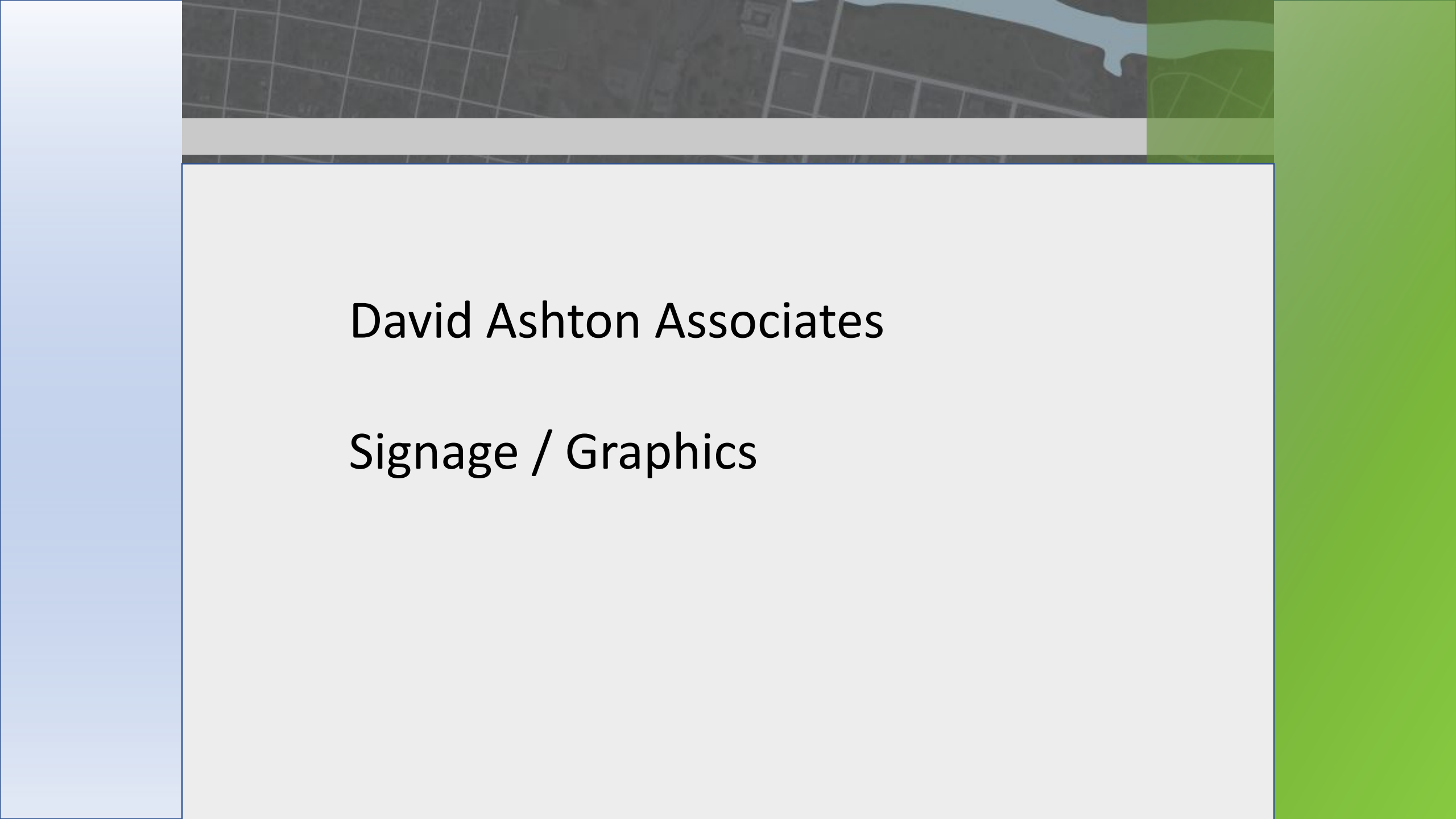
An aerial photograph of a city grid, showing streets and buildings. A river flows through the upper right portion of the image. In the bottom right corner, there is a green field with some trees. The text "Gateway to Redevelopment" is overlaid on the left side of the image.

Gateway to Redevelopment



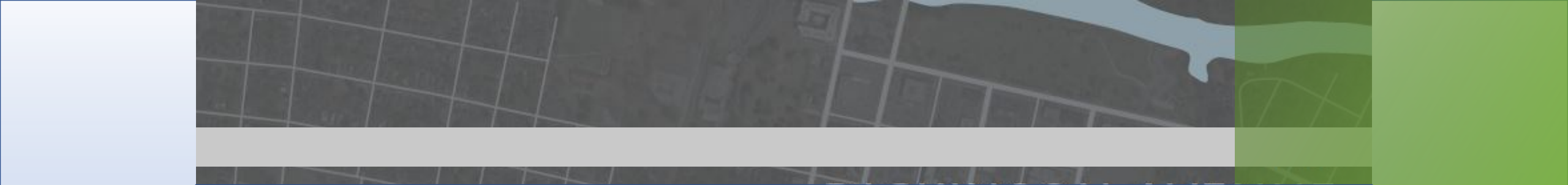


HCM Material here

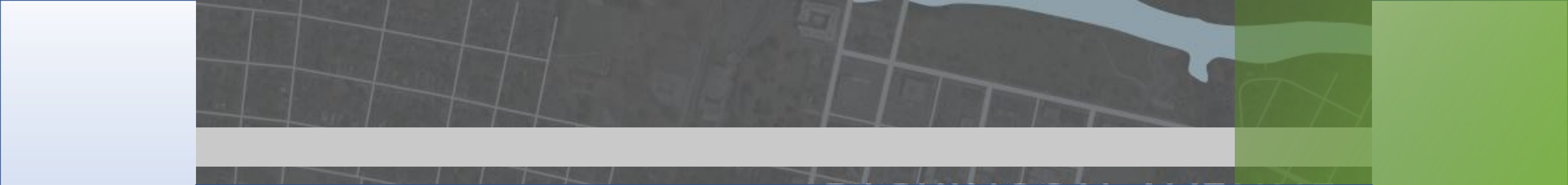


David Ashton Associates

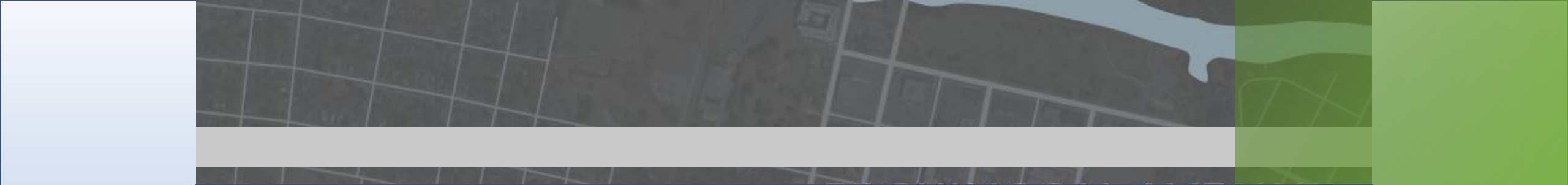
Signage / Graphics



Coakley Williams

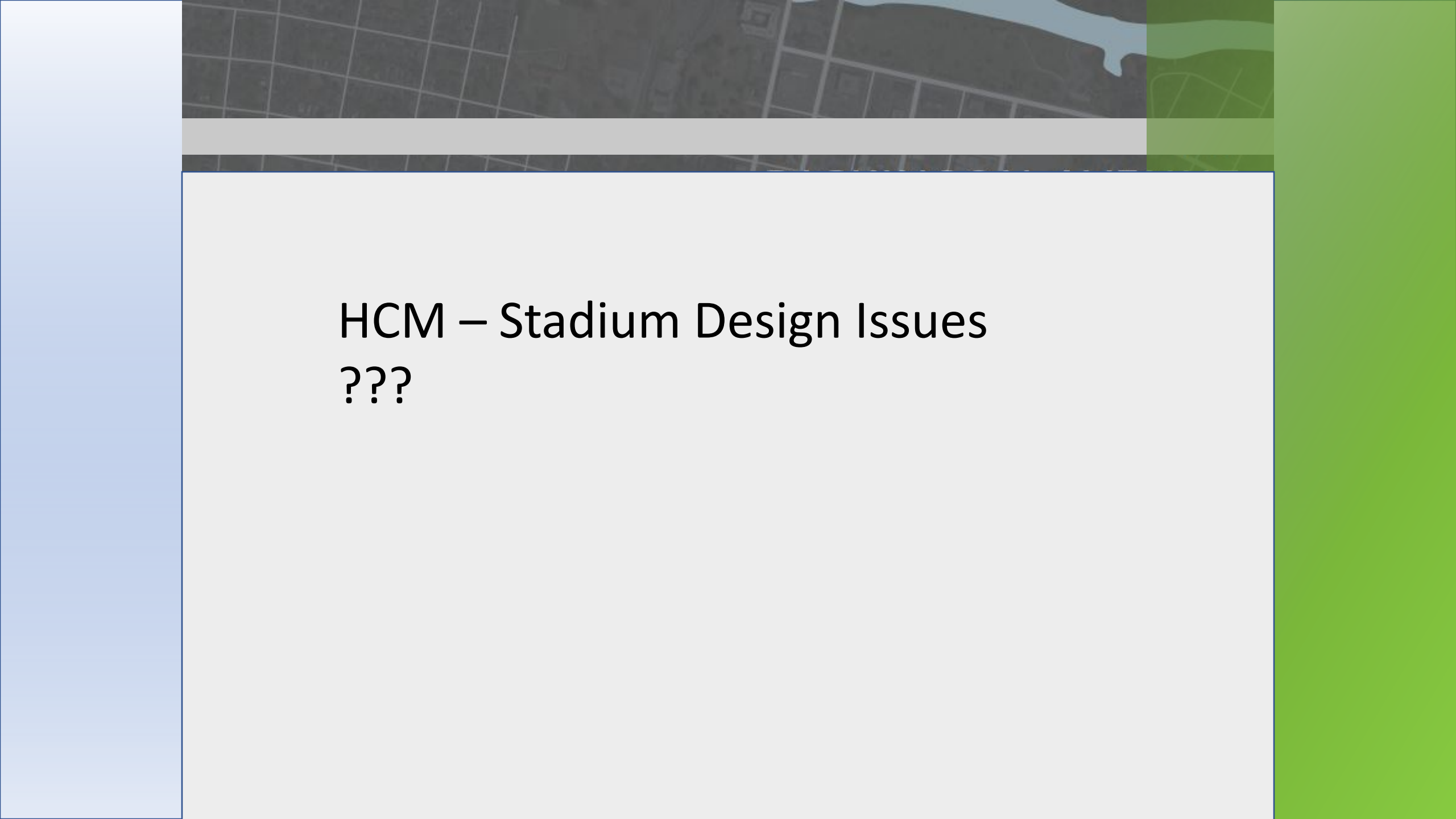


Stimmel Associates



HCM – Stadium Design Issues

???



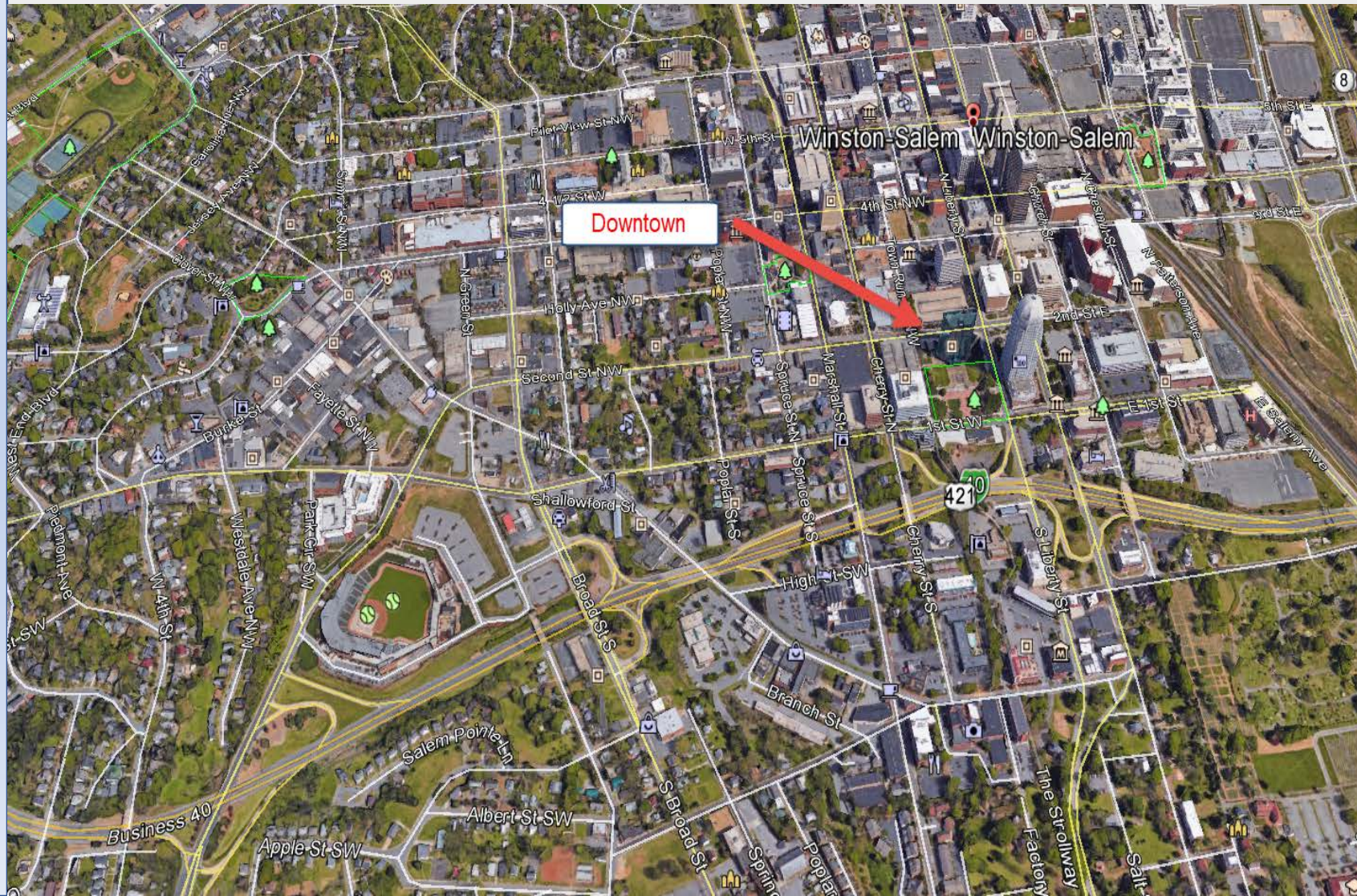
HCM – Stadium Design Issues

???

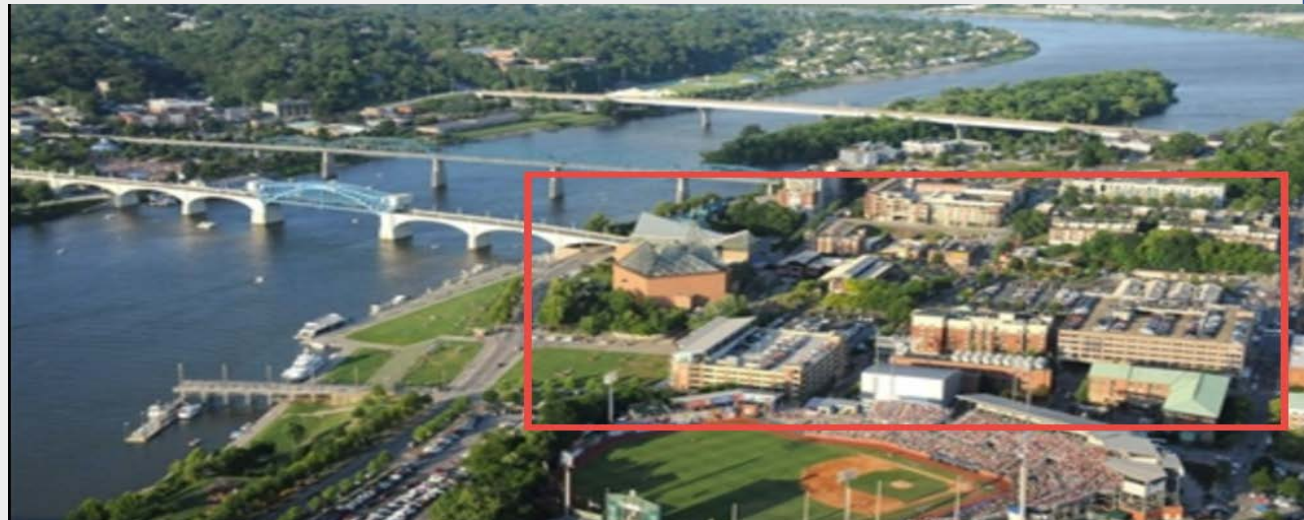
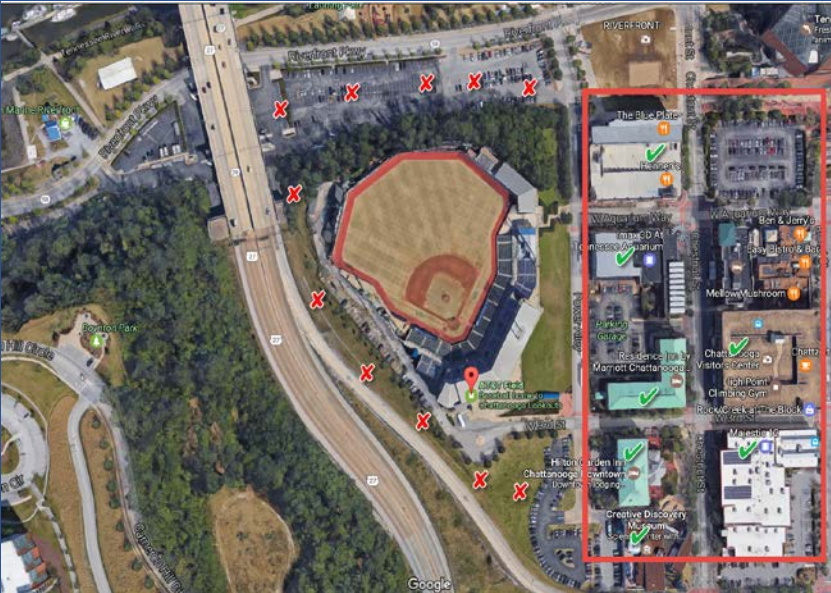
Downtown Mixed-Use Stadium Towns:

PARK	Locations	# Seats	Cost / Seat?	Tax Rev Increase per seat?
BBT Park	Winston Salem, NC	5,000		
AT&T Field	Chattanooga, TN	6,160		
Yadkin Bank Park	Greensboro, NC	5,300		
Regions Field	Birmingham, AL	8,500		

BB&T Park, Winston-Salem



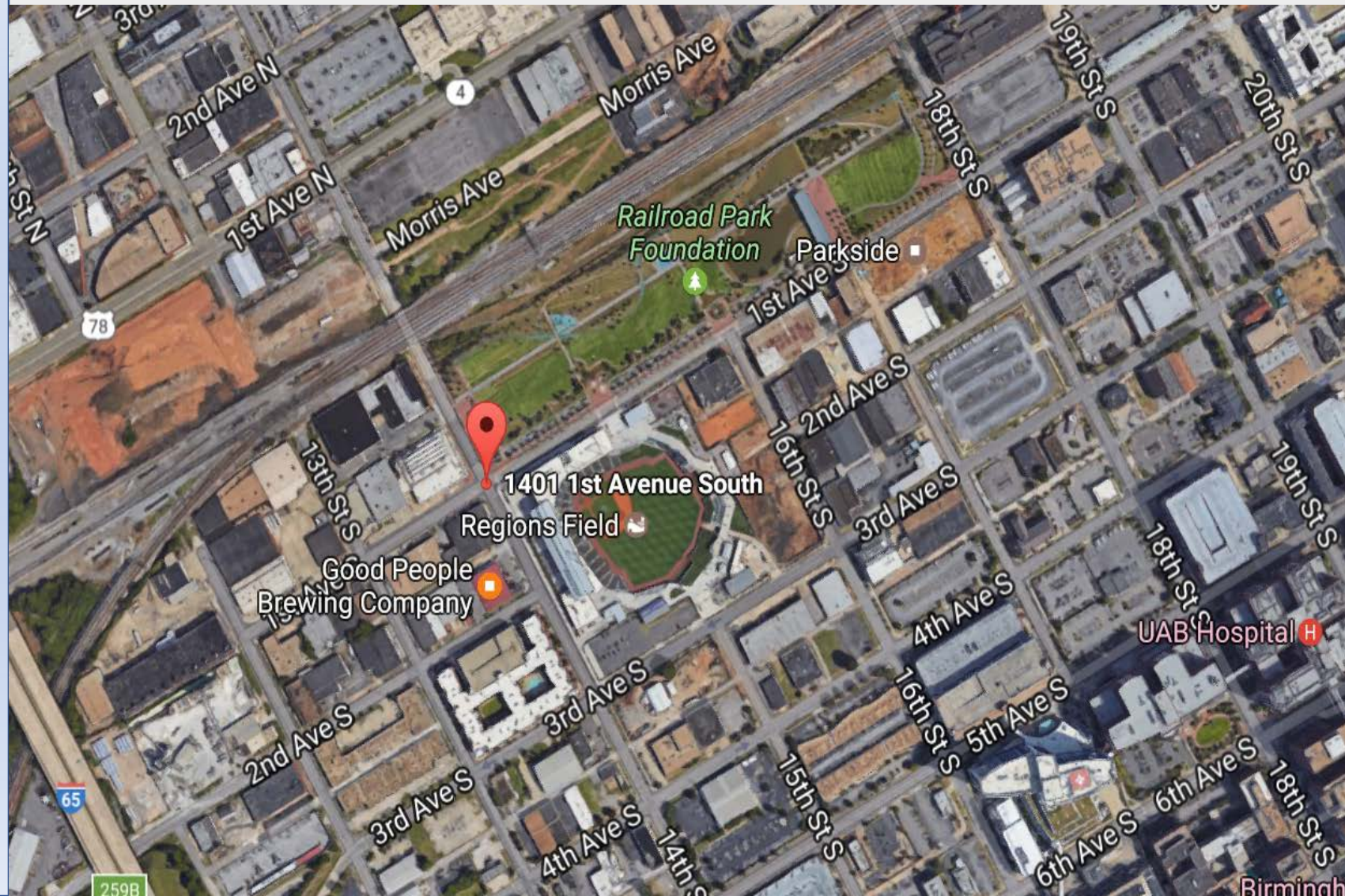
AT&T Field, Chattanooga, TN



Yadkin Bank Park, Greensboro, NC



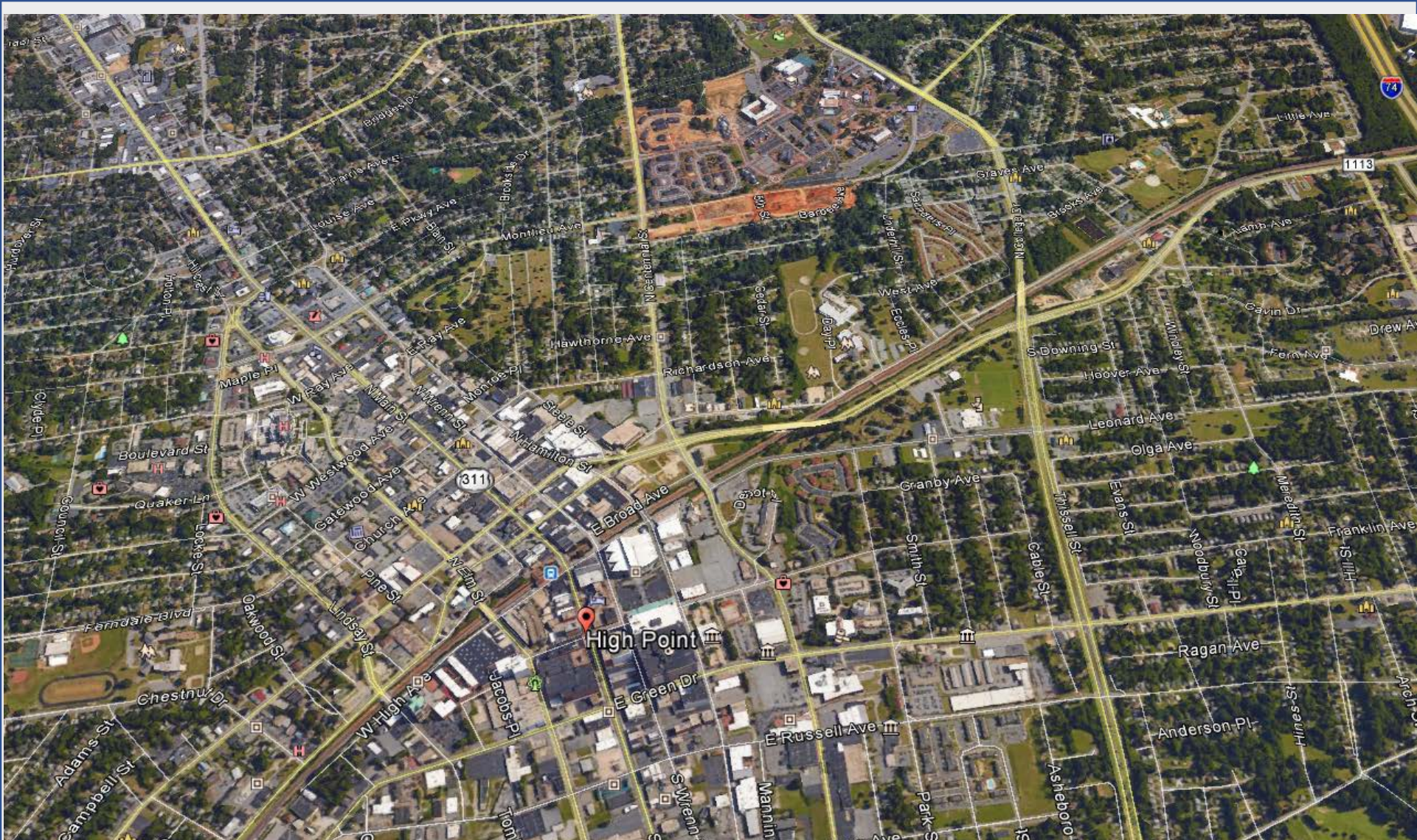
Regions Field, Birmingham, AL



High Point, NC Park

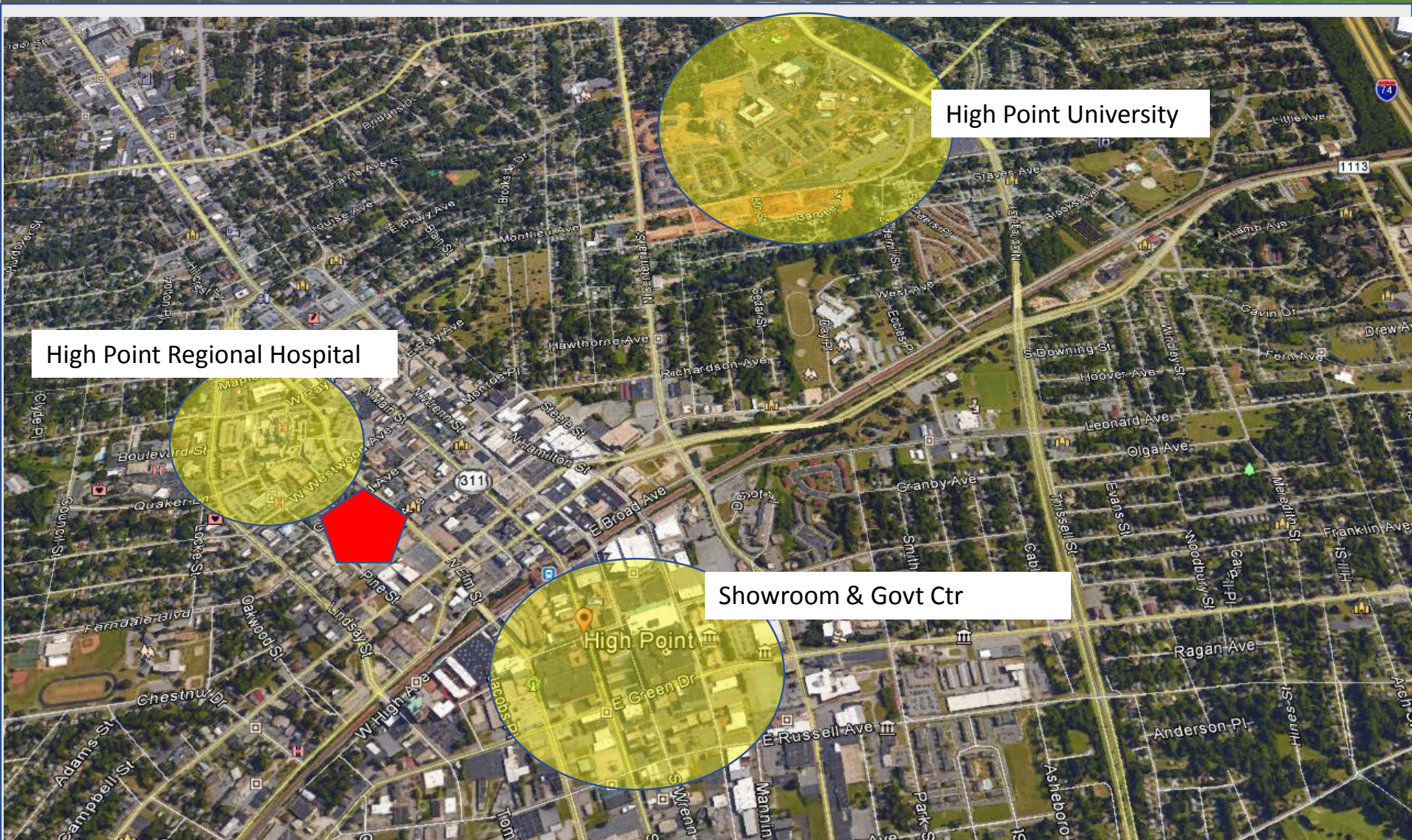


Vision Issues to Ponder



An aerial photograph of a city grid, showing streets and buildings. A river flows through the city, and a green field is visible on the right side. The image is used as a background for the title slide.

Vision Issues to Ponder

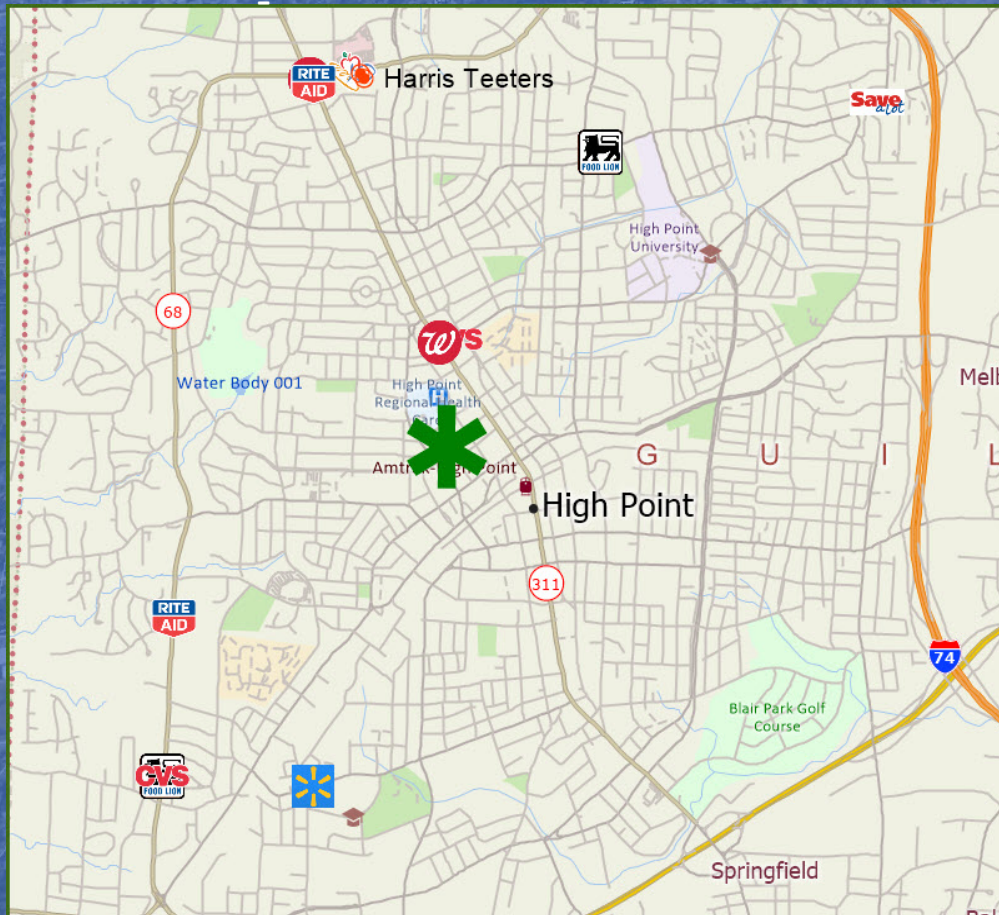


Vision Issues to Ponder



Vision Issues to Ponder

Service living retail
product availability



Groceries

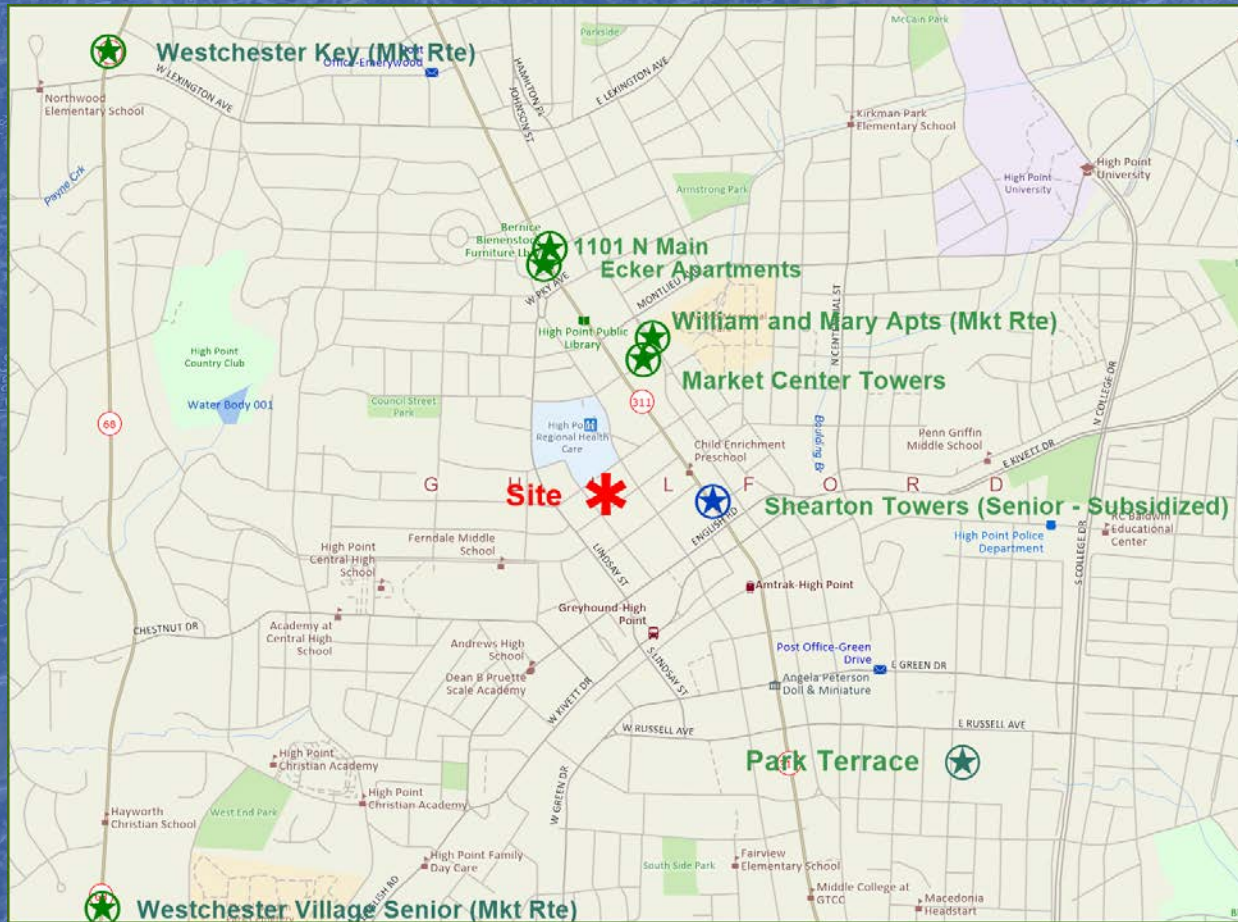


Pharmacy



Vision Issues to Ponder

Existing residential
complexes near site



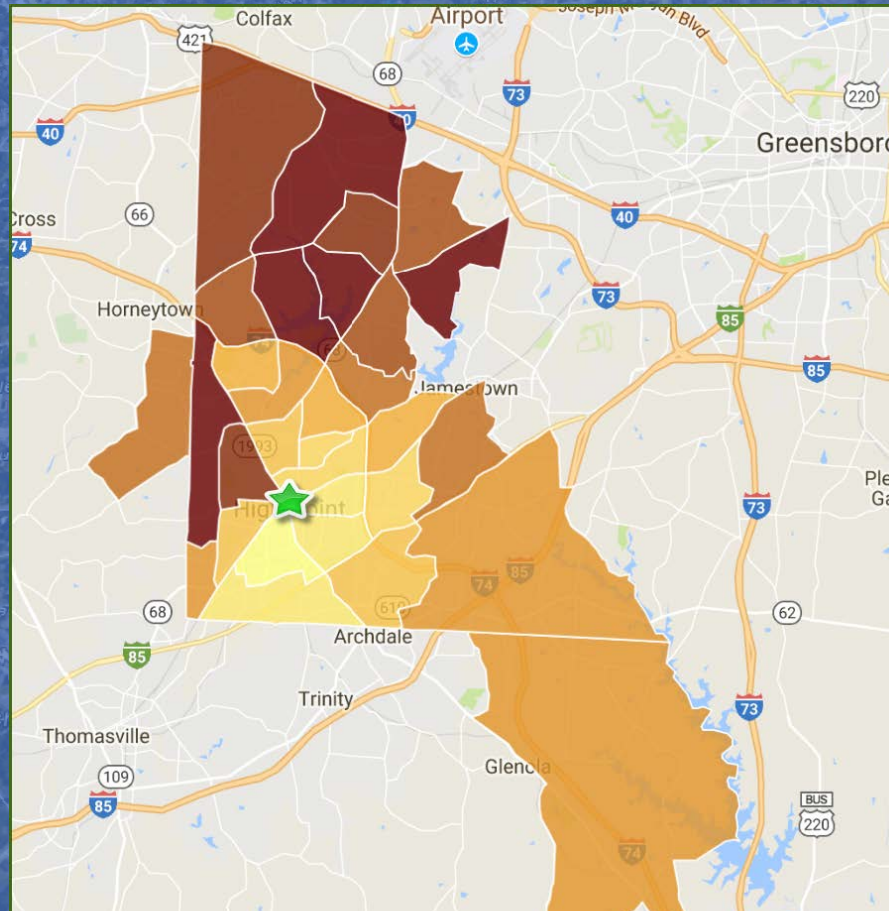
William & Mary Apts



Sheraton Towers

Vision Issues to Ponder

Most expensive
residential
neighborhoods



Most expensive High Point
neighborhoods

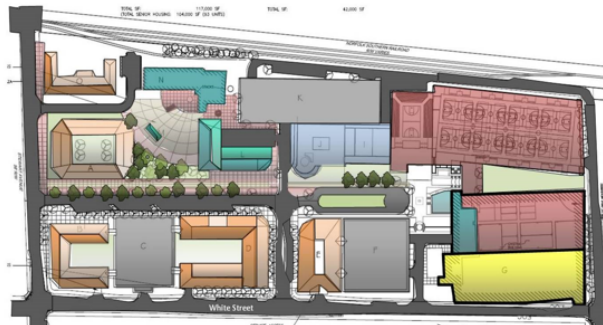
1. Sandy Ridge Rd / Gallimore Dairy Rd
2. Eastchester Dr / Skeet Club Rd
3. N Main St / Westover Dr
4. Brentonshire Ln / Cedar Crest Ln
5. Florence
6. N Main St / W Lexington Ave
7. Deep River
8. Sandy Ridge
9. Kim Dr / Ruskin Dr
10. Wexford PI / Hickwood Rd

Steps to Master Developer :

1. Environmental Scan: Market Conditions, Demographics
2. Existing Zoning
3. Tour other relevant projects (community leader buy in)
4. Draft Master Plan
5. PUD Legislation Document (Density; Height; Streetscape; Parking)
6. Community Group Meetings
7. Business / Economic Group meetings
8. University Meetings; President/Trustees/Facilities/System
9. Council Interaction
10. Site Demolition & Cleanup (NC Voluntary Cleanup Plan MOU)
11. City Manager
 1. Legal Document – Master Developer Agreement (174 pages)
 1. Phased Take Down
 2. Infrastructure TIF
 3. Violation of Agreement and City take back
12. Architectural Covenants
13. Public Relations (website; press relations; ground breaking events, etc)
14. Funding Plan (Tax Credits; Tax Revenue Projections; Equity for Vertical

Phasing Plan / Revenue Projection

Rock Hill, SC			Revised 3/5/16																	
Property Disposition Concept Summary			Building	Private	ESTIMATED		ESTIMATED	Land	Infrastructure	ANNUAL CITY REVENUE TOTALS: (LAND IN BLACK, TAXES IN GREEN)										
Phase #	Parcel Code	Use	Area	Acquisition	Private FAR	VAL./SF	TAX VALUE	Disposition Price	Reimbursement	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	
1	A	Student Housing	115,000 SF	Yes	115,000 SF	\$ 110	\$ 11,500,000	\$ 490,856	\$ 279,788			\$ 770,644		\$ 274,454	\$ 274,454	\$ 274,454	\$ 274,454	\$ 274,454	\$ 274,454	
1		Enclosed Sports Connection	10,000 SF	Yes	10,000 SF	\$ 90	\$ 900,000	\$ 18,661					\$ 19,526	\$ 19,526	\$ 19,526	\$ 19,526	\$ 19,526	\$ 19,526	\$ 19,526	
1	G	Office	168,000 SF	Yes	168,000 SF	\$ 110	\$ 18,480,000	\$ 783,745					\$ 400,942	\$ 400,942	\$ 400,942	\$ 400,942	\$ 400,942	\$ 400,942	\$ 400,942	
1	G	Civic	65,000 SF	Yes	65,000 SF	\$ 110	\$ 7,150,000	\$ 303,235	\$ 630,215	\$ 1,735,854			\$ 155,126	\$ 155,126	\$ 155,126	\$ 155,126	\$ 155,126	\$ 155,126	\$ 155,126	
1	P	Student Housing	115,000 SF	Yes	115,000 SF	\$ 110	\$ 11,500,000	\$ 33,660					\$ 274,454	\$ 274,454	\$ 274,454	\$ 274,454	\$ 274,454	\$ 274,454	\$ 274,454	
1	O	Student Housing		Yes				\$ 67,656	\$ 57,750			\$ 159,066								
2	F	Parking Garage	160,000 SF	No																
2	H1,H2	Institutional	150,000 SF	Yes	150,000 SF	\$ 100	\$ 15,000,000	\$ 477,836	\$ 272,367	\$ 750,203			\$ 325,440	\$ 325,440	\$ 325,440	\$ 325,440	\$ 325,440	\$ 325,440	\$ 325,440	
2	K	Parking Garage	200,000 SF	No																
3	B	Apartments and Retail	96,200 SF	Yes	96,200 SF	\$ 110	\$ 10,582,000	\$ 528,787					\$ 528,787		\$ 229,587	\$ 229,587	\$ 229,587	\$ 229,587	\$ 229,587	
3	C	Parking Garage	153,000 SF	No																
3	D	Senior Housing and Retail	140,000 SF	Yes	140,000 SF	\$ 125	\$ 17,500,000	\$ 734,459	\$ 720,050				\$ 1,454,509		\$ 379,680	\$ 379,680	\$ 379,680	\$ 379,680	\$ 379,680	
3	I	Hotel - University Inn	39,000 SF	Yes	39,000 SF	\$ 140	\$ 5,460,000	\$ 210,940	\$ 120,236				\$ 331,176		\$ 118,460	\$ 118,460	\$ 118,460	\$ 118,460	\$ 118,460	
3	J	Hotel - University Inn	40,000 SF	Yes	40,000 SF	\$ 140	\$ 5,600,000	\$ 186,606	\$ 106,365				\$ 292,971		\$ 121,498	\$ 121,498	\$ 121,498	\$ 121,498	\$ 121,498	
4																				
4	L	Retail	18,500 SF	Yes	18,500 SF	\$ 120	\$ 2,220,000	\$ 161,305							\$ 48,165	\$ 48,165	\$ 48,165	\$ 48,165	\$ 48,165	
4		Pavilion	2,400 SF	Yes	2,400 SF	\$ 120	\$ 288,000	\$ 36,196							\$ 6,248	\$ 6,248	\$ 6,248	\$ 6,248	\$ 6,248	
4	N	Retail	24,000 SF	Yes	24,000 SF	\$ 120	\$ 2,880,000	\$ 236,963	\$ 247,644				\$ 682,108		\$ 62,484	\$ 62,484	\$ 62,484	\$ 62,484	\$ 62,484	
5	E	Apartments and Retail	114,000 SF	Yes	114,000 SF	\$ 110	\$ 12,540,000	\$ 631,826	\$ 360,141						\$ 991,967		\$ 272,068	\$ 272,068	\$ 272,068	
5		Surface Parking		No																
5		Surface Parking		No																
Totals			1,610,100 SF		#####		\$ 121,600,000	\$ 4,902,729	\$ 2,794,556	\$ 1,735,854	\$ 750,203	\$ 929,710	\$ 4,190,587	\$ 1,449,944	\$ 3,408,033	\$ 2,416,067	\$ 2,688,134	\$ 2,688,134	\$ 2,688,134	
TOTAL SALE REV. TO RH:									\$ 7,697,285	10 YEAR TOTAL CITY REVENUE TOTAL:										\$ 22,944,800

[illegible]

SIDEWALK DEVELOPMENT

Rock Hill Phasing Plan





1 - Indoor Athletic Tournament Ctr. – 163,000 SF 2018

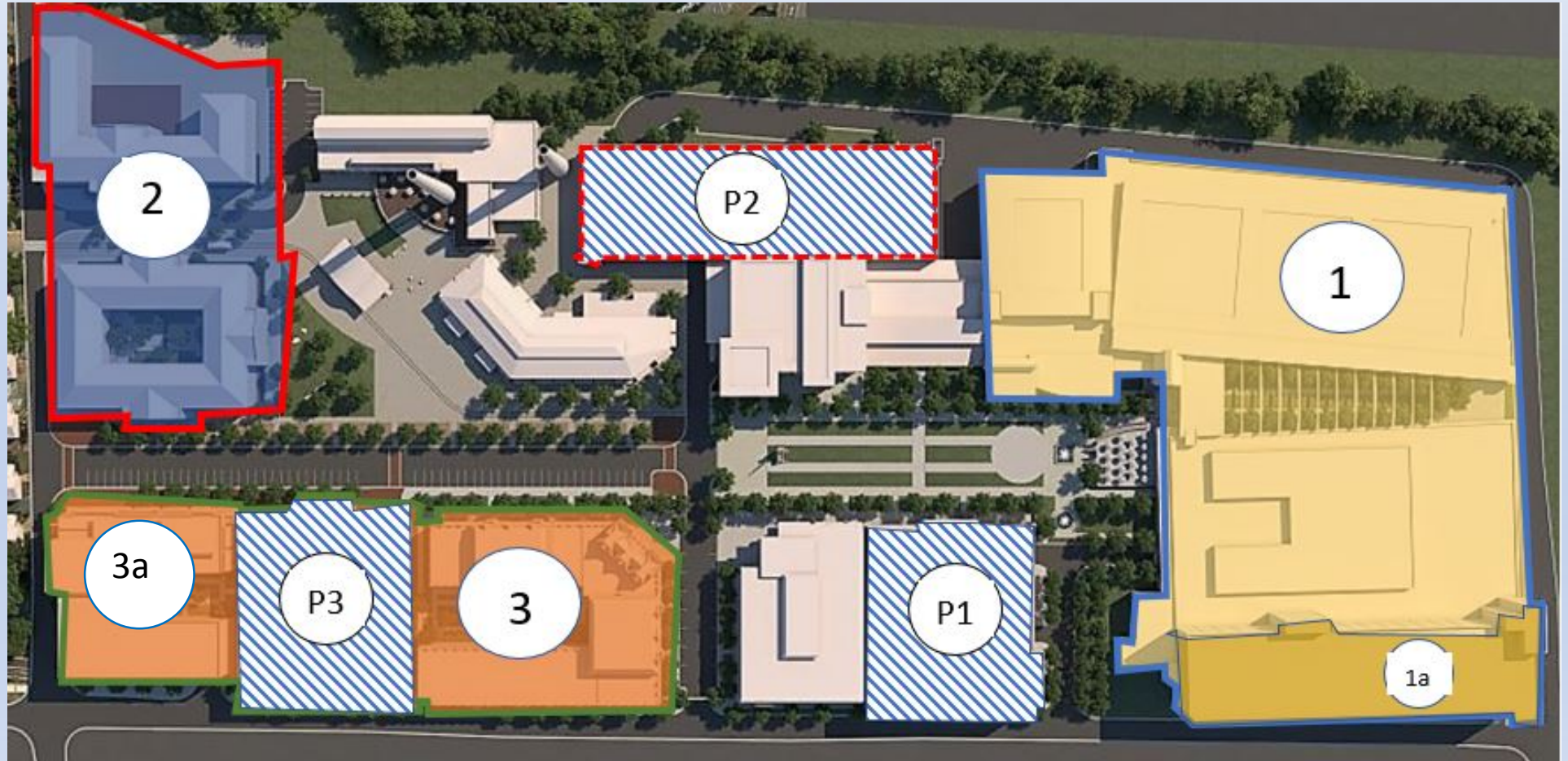
P1 – 520 car Pkg Deck - 2017

1a – Lowenstein Office - @160,000 SF w 280 cars below -
2017



2 – 500 beds Student Housing in 2 buildings

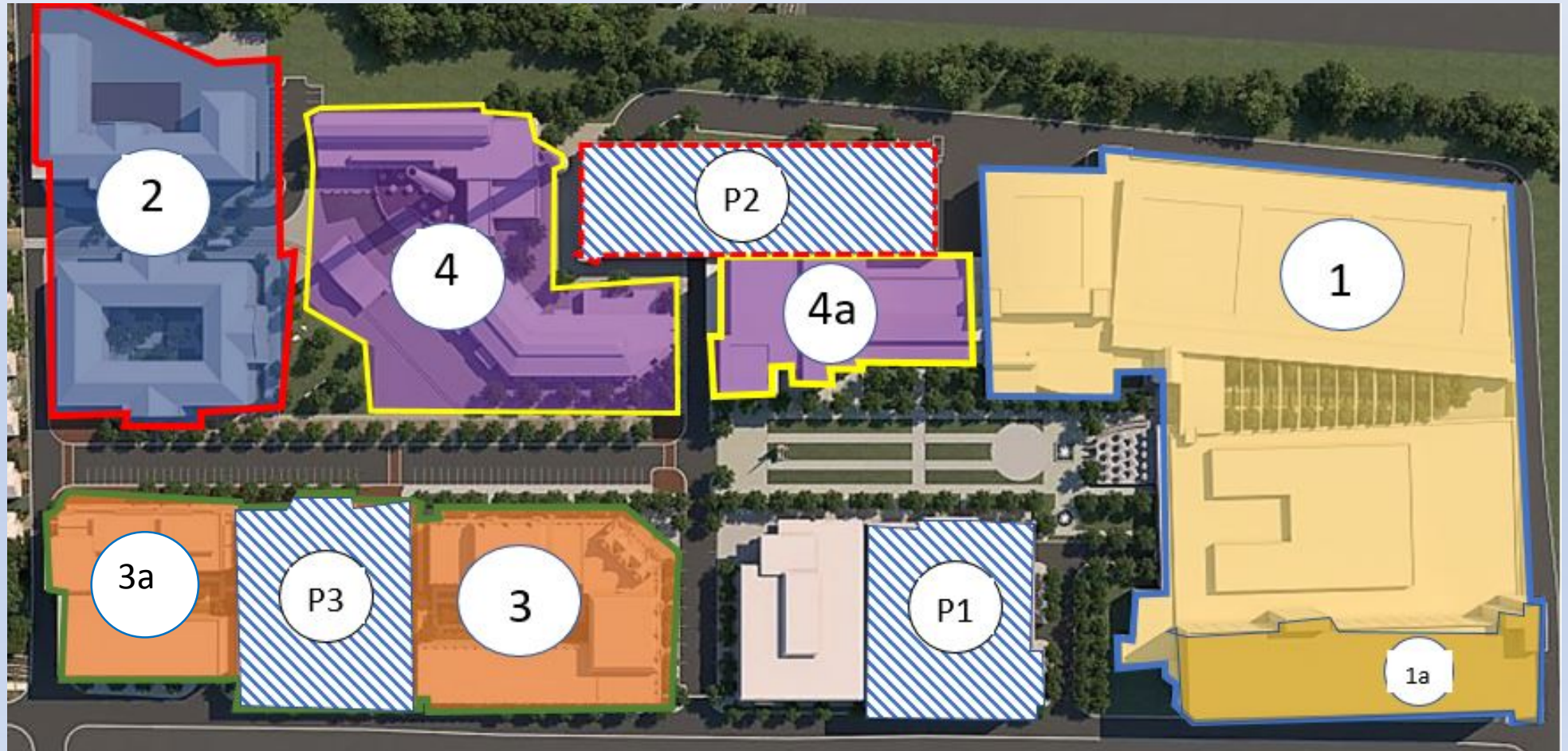
P2 – 780 car Pkg Deck



3 – 55+ Apartments: 2019

P3 – 420 car Pkg Deck; 2019

3a – Market rate rental @ 70 units: 2019



4 – 16,000 (or 32k on 2 floors) Boler Plant Retail & 16,000 SF Market Shed

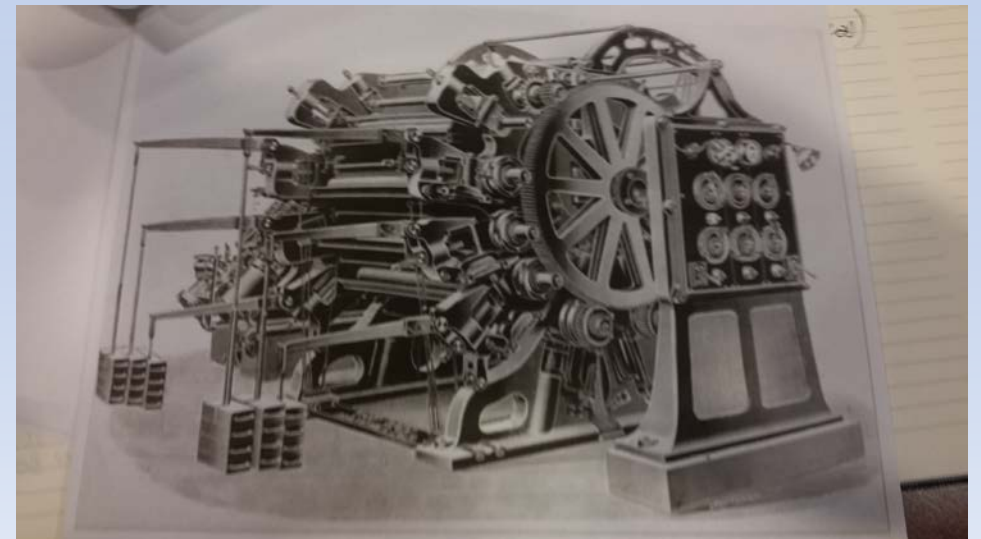
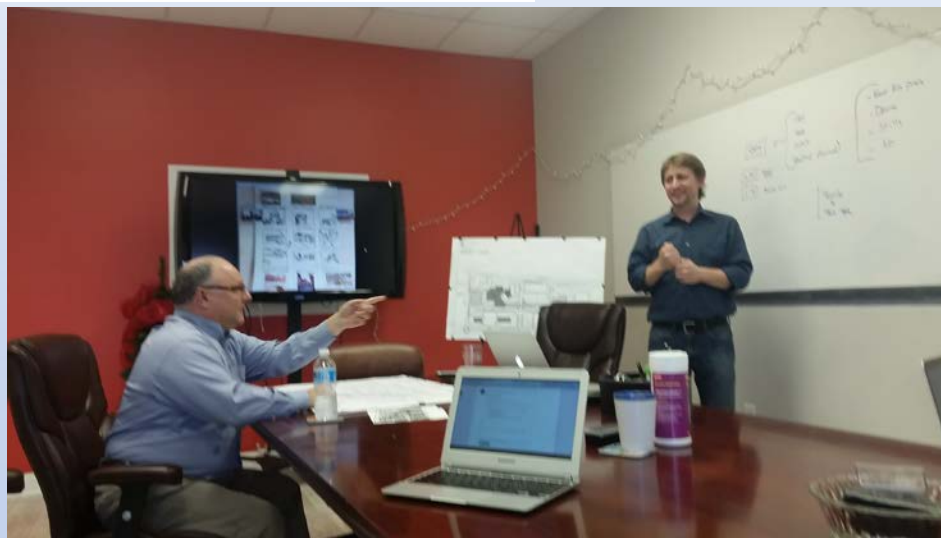
4a – 200-key Conference Hotel

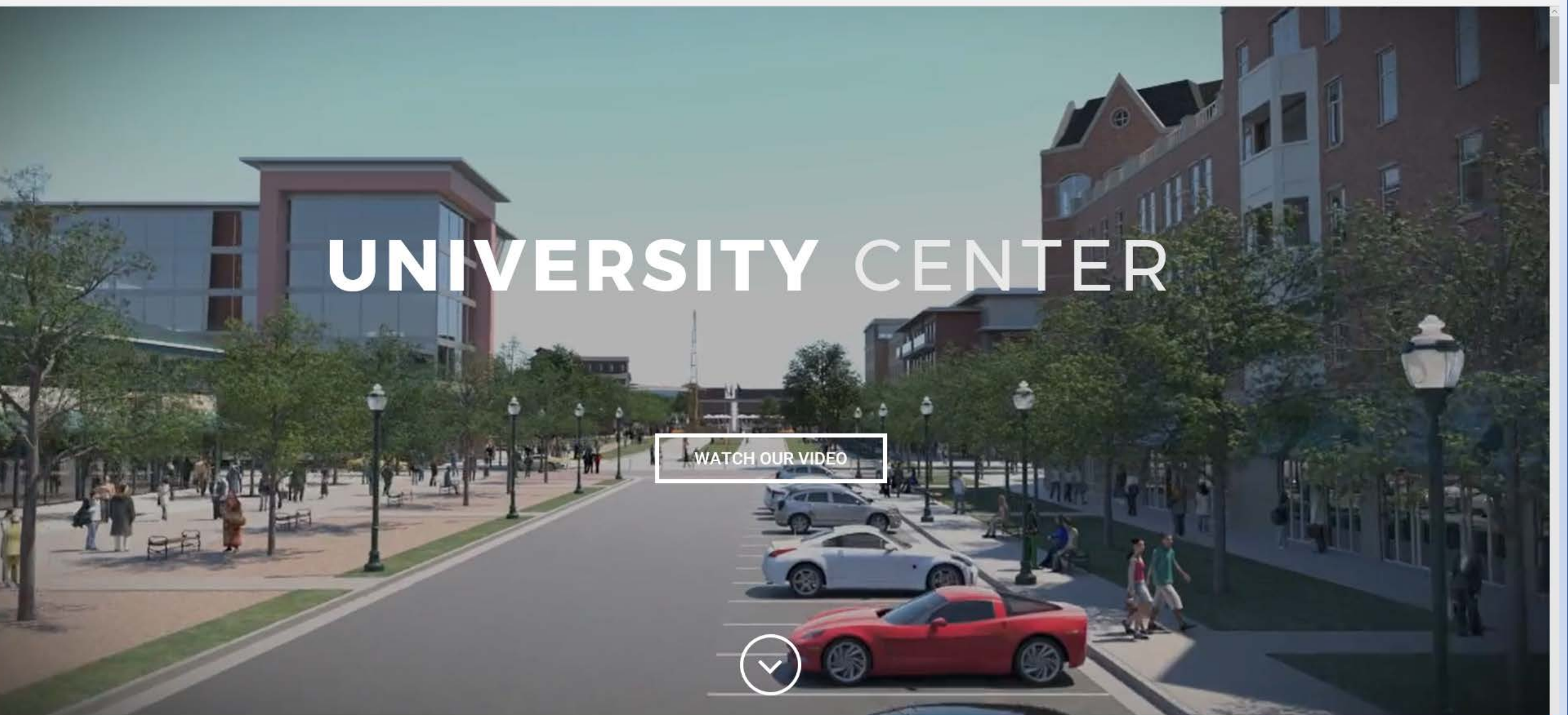


5 – 60,000 SF Office or, Apartments – depends on market conditions



Total Project Immersion





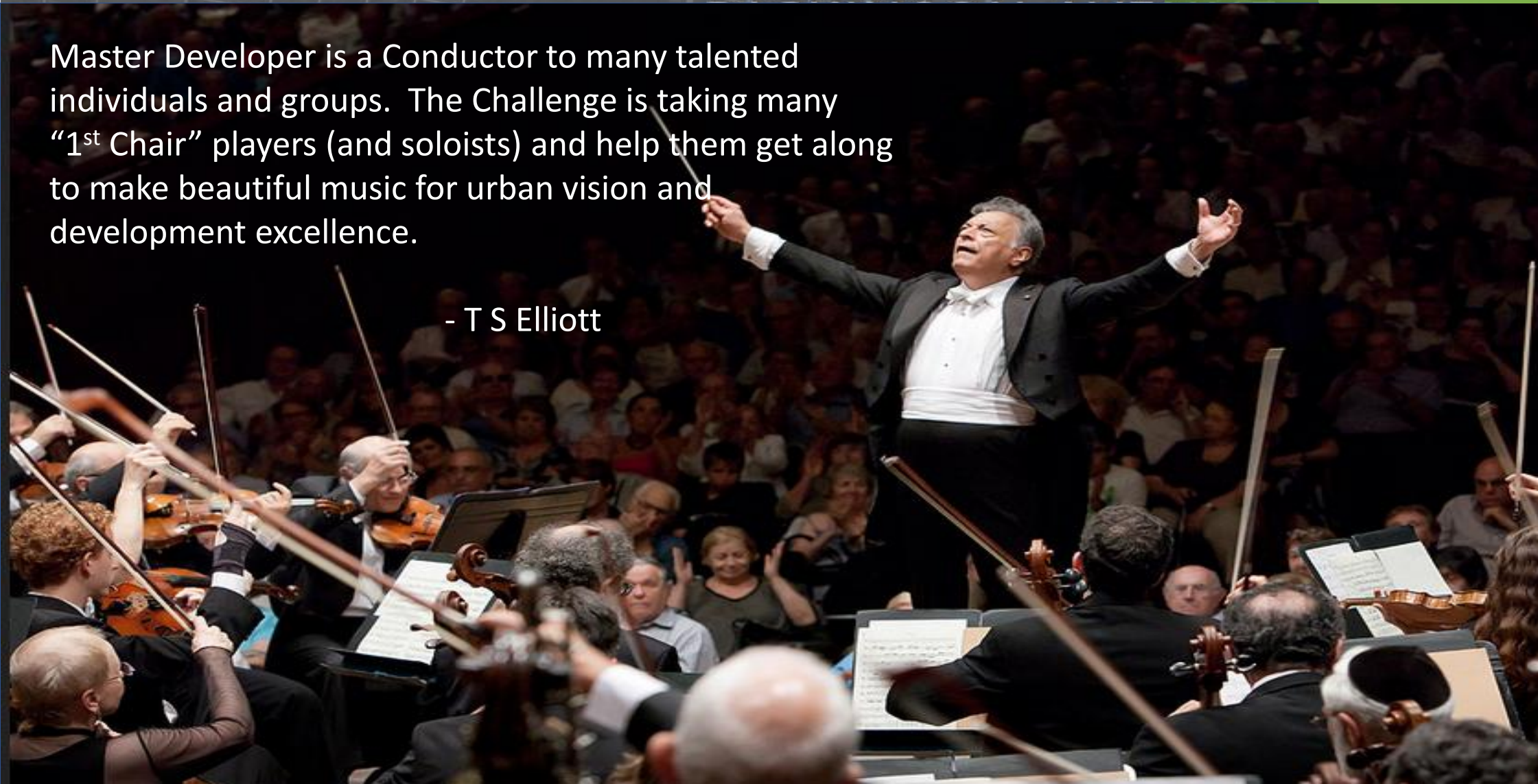
UNIVERSITY CENTER

WATCH OUR VIDEO



Master Developer is a Conductor to many talented individuals and groups. The Challenge is taking many “1st Chair” players (and soloists) and help them get along to make beautiful music for urban vision and development excellence.

- T S Elliott



**RESOLUTION AUTHORIZING A SUBRECIPIENT AGREEMENT AMENDMENT
BETWEEN CITY OF GREENSBORO, ACTING IN THE CAPACITY OF THE
GREENSBORO/GUILFORD/BURLINGTON/ALAMANCE HOUSING CONSORTIUM,
AND THE CITY OF HIGH POINT**

WHEREAS, the City of Greensboro ("Greensboro") serves as the lead entity acting on behalf of the Greensboro/Guilford/Burlington/Alamance Housing Consortium ("Consortium") to which the City of High Point ("City") was a member from July 1, 1994 to June 30, 2006; and

WHEREAS, the City achieved independent status as a Participating Jurisdiction effective July 1, 2006 and serves as subrecipient, acting on behalf of the Consortium with regard to the administration and oversight of eligible HOME Investment Partnerships Program ("HOME Program") affordable housing activities within the city limits of High Point; and

WHEREAS, pursuant to the provisions of Section 160A-461 of the General Statutes of North Carolina, the City is authorized to enter into interlocal agreements with other units of local government and local political subdivisions in order to execute any undertaking; and

WHEREAS, the HOME Program is a procedure established for the use of funds made available from HUD through the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended, to carry out multi-year housing strategies through assistance to first time home buyers and existing home owners, property acquisition, rehabilitation and new construction of housing, site improvements, tenant-based rental assistance, demolition, relocation expenses and other reasonable and necessary expenses related to the development of affordable housing; and

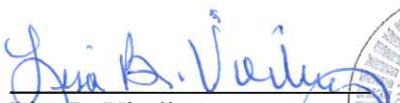
WHEREAS, the City and Greensboro desire to amend the Subrecipient Agreement dated May 16, 2007 to establish terms and conditions, clarify how HOME Program income must be reported and returned, and more clearly define the requirements for the parties based on City obtaining the status of Participating Jurisdiction; and

WHEREAS, the City acting in the capacity as the subrecipient will report and remit any program income generated from affordable housing activities funded under the HOME Program originally made available by the Consortium and undertaken by the City of High Point while a member of the Consortium prior to July 1, 2006; and

WHEREAS, the amended Subrecipient Agreement shall be effective until the end of the affordability periods for all activities undertaken by the City while a member of the Consortium prior to July 1, 2006.

THEREFORE, BE IT RESOLVED that the High Point City Council hereby authorizes the City Manager to execute a Subrecipient Agreement Amendment for the management of Consortium program income funds.

Adopted this the 21st day of August, 2017.


Lisa B. Vierling
High Point City Clerk




Mayor William S. Bencini, Jr.

CITY OF HIGH POINT

AGENDA ITEM



Title: Cayenta Software Upgrade

From: Bob Martin, Customer Service Director

Meeting Date: August 21, 2017

Public Hearing: N/A

Advertising Date: NA

Advertised By: NA

Attachments: Recommendation

PURPOSE:

To Upgrade our CIS (Customer Information Services) Cayenta Software.

BACKGROUND:

In June 2013, the City went live with Cayenta as its CIS software for utility billing and collecting . In its fifth year of use it is time to upgrade to a newer version to allow for enhanced functionality.

BUDGET IMPACT:

Funds are available in the FY 2017-2018 budget

RECOMMENDATION / ACTION REQUESTED:

The customer service department recommends awarding the contract to Cayenta to upgrade from current version 7.5.3.19 to version 7.9 in the amount of \$218,700. This project will start in January 2018 with an anticipated go live date of June 2018.

DEPARTMENT RECOMMENDATION
Informal Bid(s)

DEPARTMENT: Customer Service

BID #: Software Upgrade

DATE OPENED: NA

DESCRIPTION:

The CIS (Customer Information System)software the City uses for utility billing and collections is Cayenta. This software is also used to create service orders when customers call and subsequently these orders are dispatched through Cayenta. The City went live in June 2013 with this software and is in its fifth year of use. It is time to upgrade to the latest version.

PURPOSE:

The City is currently using version 7.5.3.19 of Cayenta and while it is still supported , it is not eligible for enhancements due to the age of this version. We will upgrade to the latest version 7.9 which will allow for enhanced functionality. The primary benefit will be increased speed in the service order console which will allow us to dispatch and close service orders more quickly.

COMMENTS:

This upgrade should begin in January and we are planning for a five month implementation.

RECOMMEND AWARD TO: Harris Computer Corporation - Cayenta Division

AMOUNT: \$ 218,700

JUSTIFICATION:

The City is in its fifth year of using version 7.5.3.19 and in order to receive enhancements we need to upgrade.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
631799	533402	631171022880	40202	\$ 250,000
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: T. Robert Martin

Digitally signed by T. Robert Martin
Date: 2017.08.11 08:33:54 -04'00'

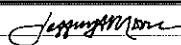
DATE: Aug 11, 2017

PURCHASING MANAGER: Erik Conti
(\$5,000 - \$30,000)

Digitally signed by Erik Conti
DN: cn=Erik Conti, o=ou, email=erik.conti@highpointnc.gov,
c=US
Date: 2017.08.11 10:03:13 -04'00'

DATE: Aug 11, 2017

FINANCIAL SERVICES DIRECTOR:
(\$30,000 - \$90,000)



Digitally signed by Jeffrey A. Moore
DN: cn=Jeffrey A. Moore, o=City of High Point, NC, ou=Financial
Services Director, email=jeffmoore@highpointnc.gov, c=US
Date: 2017.08.11 12:20:54 -04'00'

DATE: Aug 11, 2017

CITY OF HIGH POINT

AGENDA ITEM



Title: Jamestown Annexation Agreement
City of High Point

From: Lee Burnette, Planning & Development
Director

Meeting Date: August 21, 2017

Public Hearing: Yes

Advertising Date: July 19, 2017

Advertised By: Planning &
Development
Department

Attachments: A. Resolution
B. Exhibit A – Agreement Line Maps
C. Exhibit B – Legal Description
D. Exhibit C – Notification Areas

PURPOSE:

Consideration of a Resolution to renew an annexation agreement between the Town of Jamestown, North Carolina and the City of High Point, North Carolina.

BACKGROUND:

The 1991 agreement is due to expire on December 20, 2018. The Jamestown Town Council adopted the new agreement on August 15, 2017.

BUDGET IMPACT:

There is no budget impact.

RECOMMENDATION / ACTION REQUESTED:

City Council is requested to adopt the Resolution.

RESOLUTION TO RENEW AN ANNEXATION AGREEMENT BETWEEN THE TOWN OF JAMESTOWN, NORTH CAROLINA AND THE CITY OF HIGH POINT, NORTH CAROLINA.

WHEREAS, the Town of Jamestown and the City of High Point entered into a joint annexation agreement on November 21, 1991; and

WHEREAS, the agreement is due to expire on December 20, 2018; and

WHEREAS, the Town of Jamestown and the City of High Point want to continue to encourage the orderly development of the unincorporated areas adjacent to the two municipalities; and

WHEREAS, the Town of Jamestown and the City of High Point want to delineate growth boundaries in Guilford County between the two municipalities to promote orderly growth and allow for the efficient provision of municipal services; and

WHEREAS, the two jurisdictions want to reduce the uncertainty among residents and property owners in the potential growth areas of the municipalities, which will improve planning by both public and private interests in such areas; and

WHEREAS, Chapter 1009 of the 1987 Session Laws of the North Carolina General Assembly authorizes municipalities located in Guilford County to enter into agreements designating areas which are not subject to annexation by the participating municipalities.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE TOWN OF JAMESTOWN, NORTH CAROLINA AND THE COUNCIL OF THE CITY OF HIGH POINT, NORTH CAROLINA that the jurisdictions agree as follows:

1. This agreement shall be valid for 30 years as per Chapter 1009 of the 1987 Session Laws of the North Carolina General Assembly.
2. This agreement shall terminate on January 1, 2048.
3. Attached hereto and incorporated by reference and on file with the Clerks of Jamestown and High Point is Exhibit A, which illustrates Lines 1, 2 and 3 of this agreement that Jamestown and High Point agree not to cross with municipal boundaries by voluntary or involuntary annexation during the term of the agreement.
4. Attached hereto and incorporated by reference is Exhibit B, which describes the lines shown on Exhibit A.
5. At least thirty (30) days before the adoption of any annexation ordinance covering property within the notification areas shown on Exhibit C by either City, the Planning Director of the City which is considering annexation shall give written or electronic notice to the other City of the proposed annexation. The City of High

Point and the Town of Jamestown hereby authorize each other to use whichever of these two forms of notice the City sending the notice prefers. Such notice shall describe the area to be annexed by a legible map, clearly and accurately showing the boundaries of the area to be annexed in relation to: the boundaries of the area which the annexing City has agreed not to annex pursuant to this Agreement; roads, streams, and any other prominent geographical features. Such notice shall not be effective for more than one hundred eight (180) days.

6. For the purposes of this Agreement, whenever the right-of-way line of a street, other than an interstate highway, described in Exhibit B is moved due to an increase in the right-of-way width or a change in alignment, the Agreement line shall be on the new right-of-way line.
7. Nothing in the Act nor this Agreement shall be construed to authorize the annexation of any area which is not otherwise subject to annexation under applicable law, except G.S. 160A-58.1(b)(2) shall not apply.
8. Any party, which shall believe that a violation of SL 1009 or this Agreement has occurred, shall have available to it all remedies and relief authorized by the Act in addition to such remedies or relief as are authorized by other applicable law.
9. This Agreement may not be amended or terminated except upon the written agreement of both Cities, approved by resolution of the governing boards and executed by the Mayors of the Cities, and spread upon their respective minutes.
10. The municipalities shall cooperate in the provision of water and sewer services to properties on both sides of the agreement line. Each City may permit properties on its side of the annexation agreement line to receive water and/or sewer service from the other City upon agreement of both parties.
11. The effective date of this agreement is January 1, 2018.

IN WITNESS THEROF, the parties hereto have caused this agreement to be duly executed by each of their properly authorized officials on the day and year first written below, and this agreement is executed in duplicate.

Adopted by High Point City Council
this 21st day of August 2017

Adopted by Jamestown Town Council
this 15th day of August 2017

CITY OF HIGH POINT

TOWN OF JAMESTOWN

BY: _____
William Bencini, Mayor

BY: _____
Keith Volz, Mayor

6/30/17

ATTEST:

Lisa Vierling, City Clerk

APPROVED AS TO FORM:

City Attorney

ATTEST:

Katie McBride, Town Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT B

JAMESTOWN-HIGH POINT ANNEXATION AGREEMENT BOUNDARIES

Line 1

Area of Jamesford Meadows and Arnold J. Koonce, Jr City Lake Property. High Point shall not annex south or east of Line 1 described as follows:

Beginning on the west right-of-way line of Guilford College Road and the southeast corner of Guilford County Tax Department Parcel ID 0207338, then in a westerly direction along the southern line of Jamesford Subdivision and Parcel IDs 0207338, 0207228, 0207229 and, 0207230, to the southwest corner of Parcel ID 0207230 and the southeast corner of Parcel ID 0207231 and the northeast corner of Parcel ID 0207238, then in a southerly direction along the eastern boundary of Jamesford Subdivision and Parcel IDs 0207238, 0207239 and 0207240 to the southeast corner of Parcel ID 0204240 then continuing in a westerly direction along the southern property line of Parcel IDs 0207240, 0207241, 0207242, 0207243, 0207246, 0207247, 0207248, 0207249, 0207250 and 0207343 to the southwest corner of Parcel ID 0207343, then in a northwesterly direction following the western property line of Parcel ID 0207343 to the southeast corner of Parcel ID 0207163, then in a westerly direction along the southern property line of Parcel IDs 0207163, 0207164, 0207165, 0207166, and 0207167 to the southwest corner of Parcel ID 0207167, then in a southeasterly direction to the southeast corner of Parcel ID 0207168, then in a westerly direction along the southern property line of Parcel IDs 0207168 and 0207169 to a point at the southeast corner of Parcel ID 0207344, and then in a southwesterly direction following the southern property line of Parcel ID 0207344 to the northeast corner of Parcel ID 0207337, then in a southwesterly direction to the southeast corner of Parcel ID 0207337, then in a northwesterly direction to the southwest corner of Parcel ID 0207337 the same being a point in the property line of Parcel ID 0202937 (Arnold J. Koonce, Jr. City Lake, property owned by the City of High Point), then continuing south along the eastern property line of Parcel ID 0202937 and the western lines of the Wellington and Cedarwood residential subdivisions to a point in the southwestern corner of Cedarwood Subdivision, then due east to a corner in the property line of Parcel ID 0202937 and the northwest corner of Parcel ID 0159185 .

Line 2

Jamestown Park Golf Course and Athletic Complex. Jamestown shall not annex North or West of Line 2 described as follows:

Beginning at the southeast corner of Parcel ID 0157582 and the southern right-of-way line of East Fork Road (northern portion of the right-of-way line being a point at the City of High Point city limits line and a point in the southern property line of Parcel ID 0202937), then in a northwesterly direction with the southern right-of-way of East Fork Road along the northern

boundaries of Parcel IDs 0157582 and 0157586 to the northeast corner of Parcel ID 0157586, then in a southwesterly direction along the southern property line of Parcel ID 0157592 to the southwest corner of Parcel ID 0157592, then due south along the western property lines of Parcel IDs 0157586 and 0157582 to the southeast corner of Parcel ID 0157594 and a point in the line of Parcel ID 0212579, then in a southeasterly direction along the northern property lines of Parcel IDs 0212579 and 0212590 to a corner in Parcel ID 0157582 and the northeast corner of Parcel ID 0212590, then due south along the western property line of Parcel ID 0157582 to a corner in Parcel ID 0157582 and the southeast corner of Parcel ID 0157688.

Line 3

Dillon Road, Bales Chapel Road, Harvey Road, and Business I-85 area. High Point shall not annex North or East of Line 3 and Jamestown shall not annex South or West of Line 3 described as follows:

Beginning at a point, said point being a corner in the High Point and Jamestown city limits line that is also a corner in the City of High Point's ETJ boundary on the western edge of the Deep River, and a point in the property of Parcel ID 0177930, then leaving the High Point city limit line in a southerly direction along the eastern boundary of the High Point ETJ boundary line and the western line of the Jamestown city limit line, to a point in the southern property line of Parcel ID 0177930 and a southwestern corner in the Jamestown city limit line, then in an easterly direction along the northern property lines of Parcel IDs 0160612 and 0221945 to a point in the centerline of Dillon Road, then continuing in an easterly direction along the northern property lines of 0160141 and 0160140 to the northeast corner of parcel ID 0160140 and a point in the western line of Parcel ID 0160156, then in a northerly direction along the western boundary line of the northern portion of Parcel ID 0160156 to a point in the eastern property line of Parcel ID 0160139, then in a southeasterly direction along the eastern property line of the northern portion of Parcel ID 0160156 and Parcel ID 0160140, and again with the southern portion of Parcel ID 0160156 and Parcel IDs 0160180 and 0160173 to a point in the eastern property line of 0160153, said point also being the southwest corner of 0160143 and the northwest corner of Parcel ID 0160147, then due east following the northern property lines of Parcel IDs 0160147 and 0160144 to the northeast corner of Parcel ID 0160144, then due south following the eastern property line of Parcel ID 0160144 to a corner, then in an easterly direction along the northern property lines of Parcel IDs 0160144 and 0160170 to the northeast corner of Parcel ID 0160170, then in a southerly direction along the eastern boundary of Parcel ID 0160170 to a point in the line of Parcel ID 0160164, then in a southwesterly direction along the western property of Parcel ID 0160164 to a point in the northern right-of-way line of Bales Chapel Road, then due south across Bales Chapel Road to the southern right-of-way line of Bales Chapel Road, the same being the northern edge of High Point's ETJ boundary line, then continuing in an easterly direction along the southern right-of-way line of Bales Chapel Road and the northern property line of Parcel IDs 0160339, 0160134, then continuing in an easterly

direction across Lenard Road, then continuing in an easterly direction along the northern property line of Parcel IDs 0160332, 0160331, 0160330 to the northeast corner of Parcel ID 0160330 and a point in the western right-of-way of Harvey Road, then in a southerly direction along the western right-of-way of Harvey Road and the eastern High Point ETJ limit line, and eastern property line of Parcel IDs 0160330, 0160329, 0160328, 0160327, 0160326, and 0161110 to a southeast corner of Parcel ID 0161110 and the northeast corner of 0161156, then leaving said western right-of-way of Harvey Road in a southeastern direction to a point in the eastern right-of-way of Harvey Road, said point being the northwest corner for Parcel ID 0161111 and continuing along the northern property line of Parcel ID 0161111 to the northeast corner of Parcel ID 0161111, then in a southeasterly direction across Parcel ID 0161008 to the northeast corner of Parcel ID 0160996, also being a corner in the property line of Parcel ID 0161008, then due south following the eastern property line of Parcel ID 0160996 to the southeast corner of Parcel ID 0160996, then continuing due south across Parcel ID 0161008 to the northwest corner of 0160995, then due east along the northern property line of Parcel ID 0160995 to the northeast corner of Parcel ID 0160995 and a corner in Parcel ID 0161008, then due south along the eastern property line of Parcel ID 0160995 to the southeast corner of 0160995 and a point in the northern right-of-way for Business I-85, then in a northeasterly direction following the northern edge of said right-of way of Business I-85 and the southern property lines of Parcels IDs 0161008, 0160998, 0160130, and 0160990 to a point on the western right-of-way for River Road, then in a northwesterly direction along said right-of-way of River Road and the eastern property lines of Parcel IDs 0160990 and 0160130 to a corner of Parcel ID 0160130, also being the northeast corner of the southern portion of Parcel ID 0160101, then in a northeasterly direction crossing the right-of-way of River Road to a point in the eastern edge of the right-of-way of River Road and the southeast corner of the northern portion of Parcel ID 0160101 and the southwest corner of Parcel ID 0160100, then in northeasterly direction along the western property line of Parcel ID 0160100 to the northwest corner of Parcel ID 0160100, the same being a northeast corner of Parcel ID 0160101 and a point in the line of Parcel ID 0160116, then due west along the northern property line of Parcel IDs 0160101 and 0160102 to a northwest corner of Parcel ID 0160102, then continuing due west across Parcel ID 0160116 to a corner in Parcel ID 0160116 and 0160132, then in a northeasterly direction along the western property line of Parcel ID 0160116 to the northwest corner of Parcel ID 0160116, the same being a southeast corner of Parcel ID 0160097 and a southwest corner of Parcel ID 0160131, then due east along the northern property line of Parcel ID 0160116 to the northeast corner of Parcel ID 0160116 and a point in the western property line of Parcel ID 0156693, then due north, then northwest, then due north, then due east, then due south and then southeast along the property line of Parcel ID 0156693, the same point being the northern right-of-way line of Business I-85, then in a northeasterly direction along the southern property line of Parcel IDs 0156692 and 0156682 to the southeast corner of Parcel ID 0156682 and a point in the western right-of-way of Vickrey Chapel Road at its intersection with the northern right-of-way of Business I-85.

Exhibit A

High Point & Jamestown Annexation Agreement

Map of Line 1

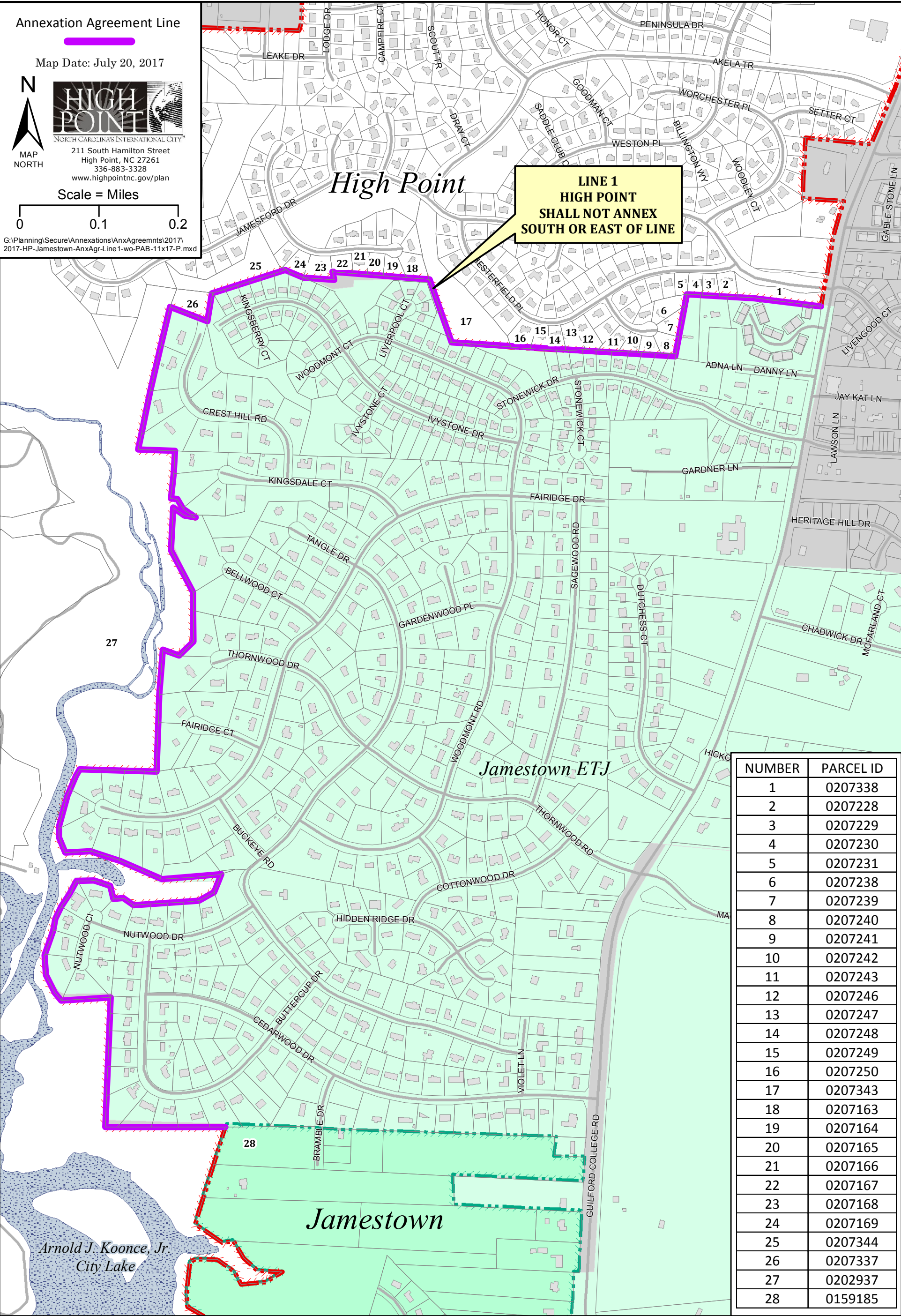


Exhibit A

High Point & Jamestown Annexation Agreement

Map of Line 2

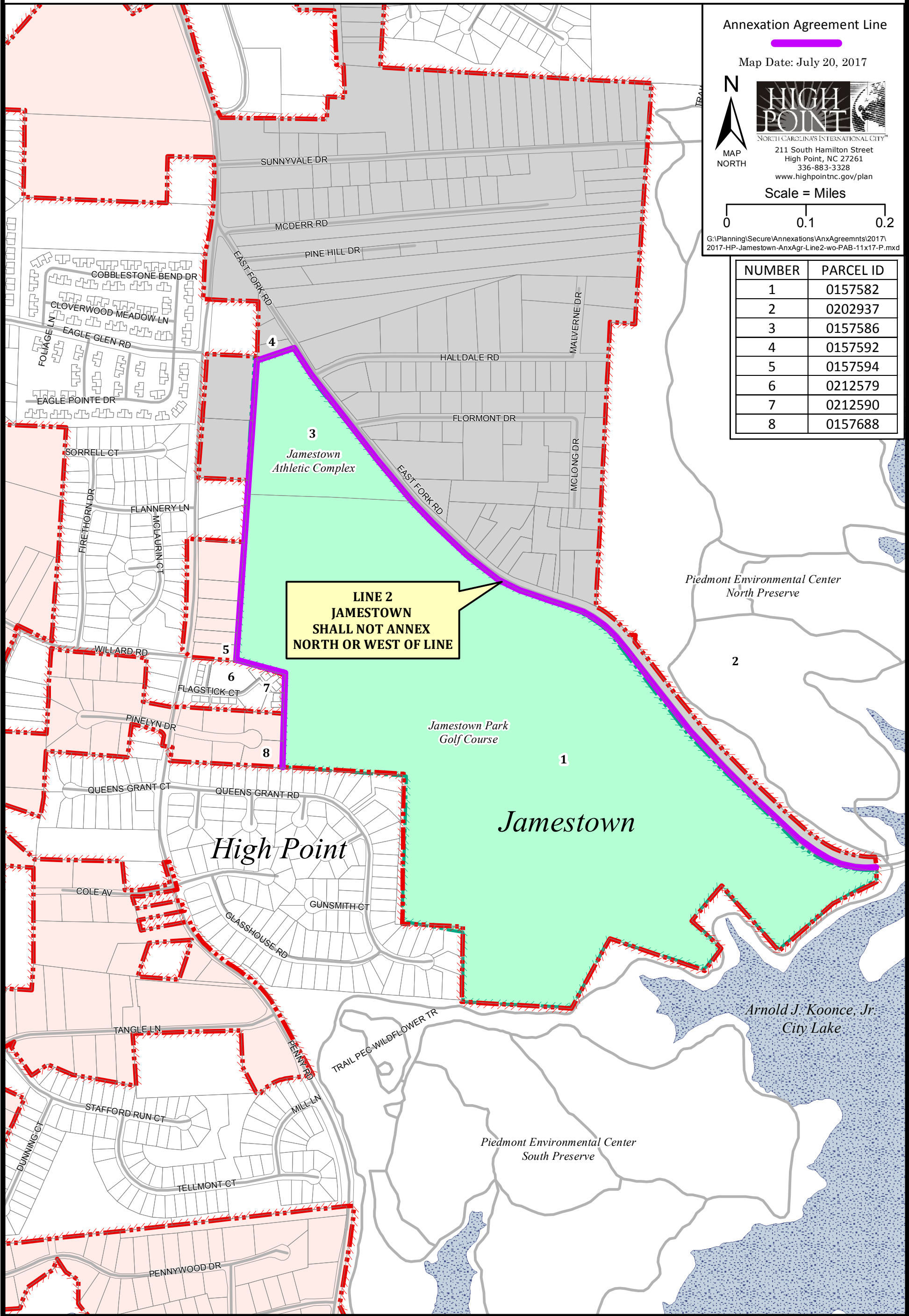
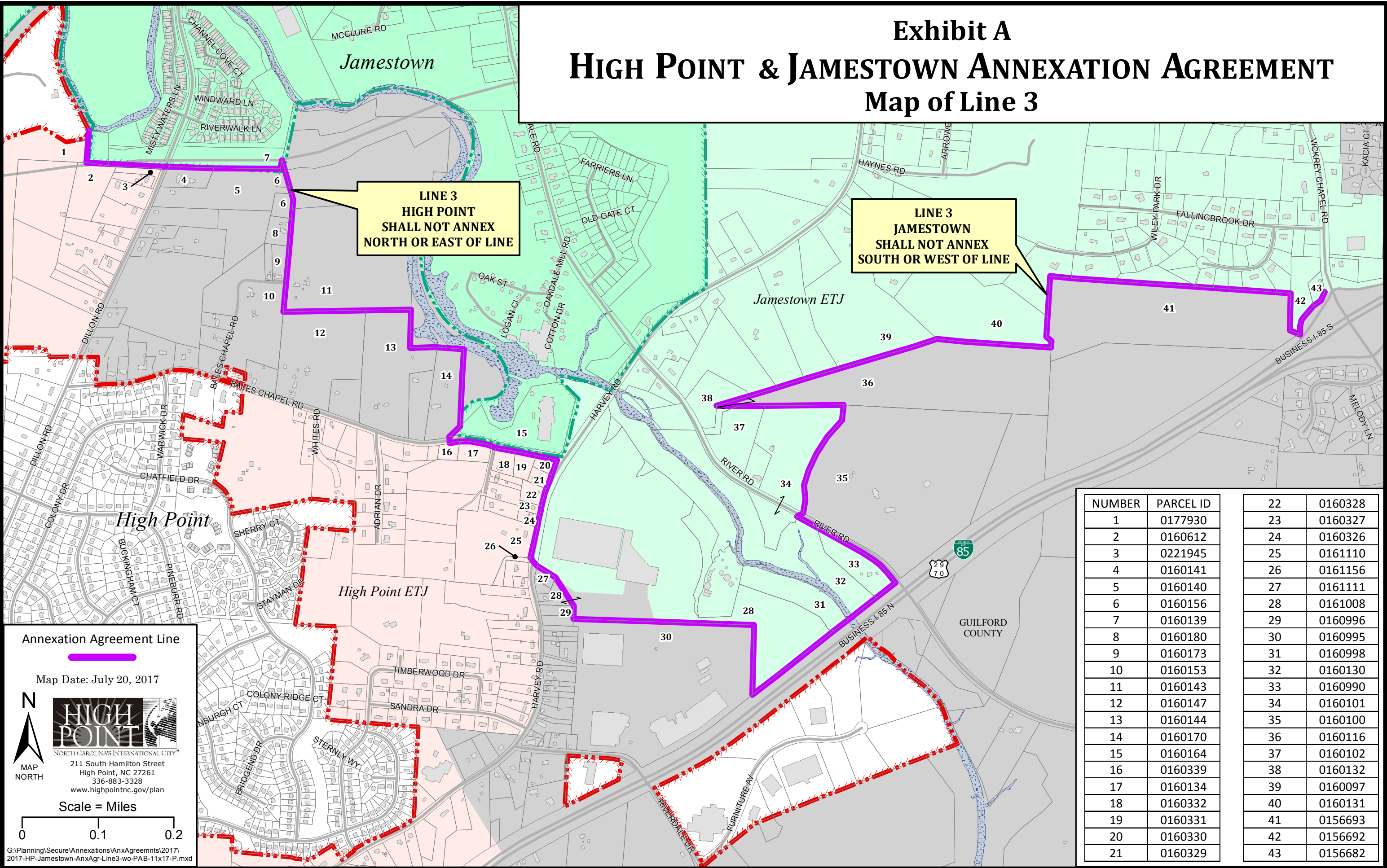


Exhibit A

HIGH POINT & JAMESTOWN ANNEXATION AGREEMENT

Map of Line 3



NUMBER	PARCEL ID
1	0177930
2	0160612
3	0221945
4	0160141
5	0160140
6	0160156
7	0160139
8	0160180
9	0160173
10	0160153
11	0160143
12	0160147
13	0160144
14	0160170
15	0160164
16	0160339
17	0160134
18	0160332
19	0160331
20	0160330
21	0160329

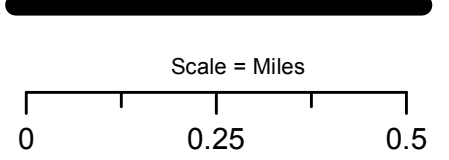
22	0160328
23	0160327
24	0160326
25	0161110
26	0161156
27	0161111
28	0161008
29	0160996
30	0160995
31	0160998
32	0160130
33	0160990
34	0160101
35	0160100
36	0160116
37	0160102
38	0160132
39	0160097
40	0160131
41	0156693
42	0156692
43	0156682

High Point & Jamestown Annexation Agreement Notification Areas

Exhibit C

Planning & Development Department
Map Date: July 20, 2017

Annexation Agreement Line



211 South Hamilton Street
High Point, NC 27261
336-883-3328
www.highpointnc.gov/plan

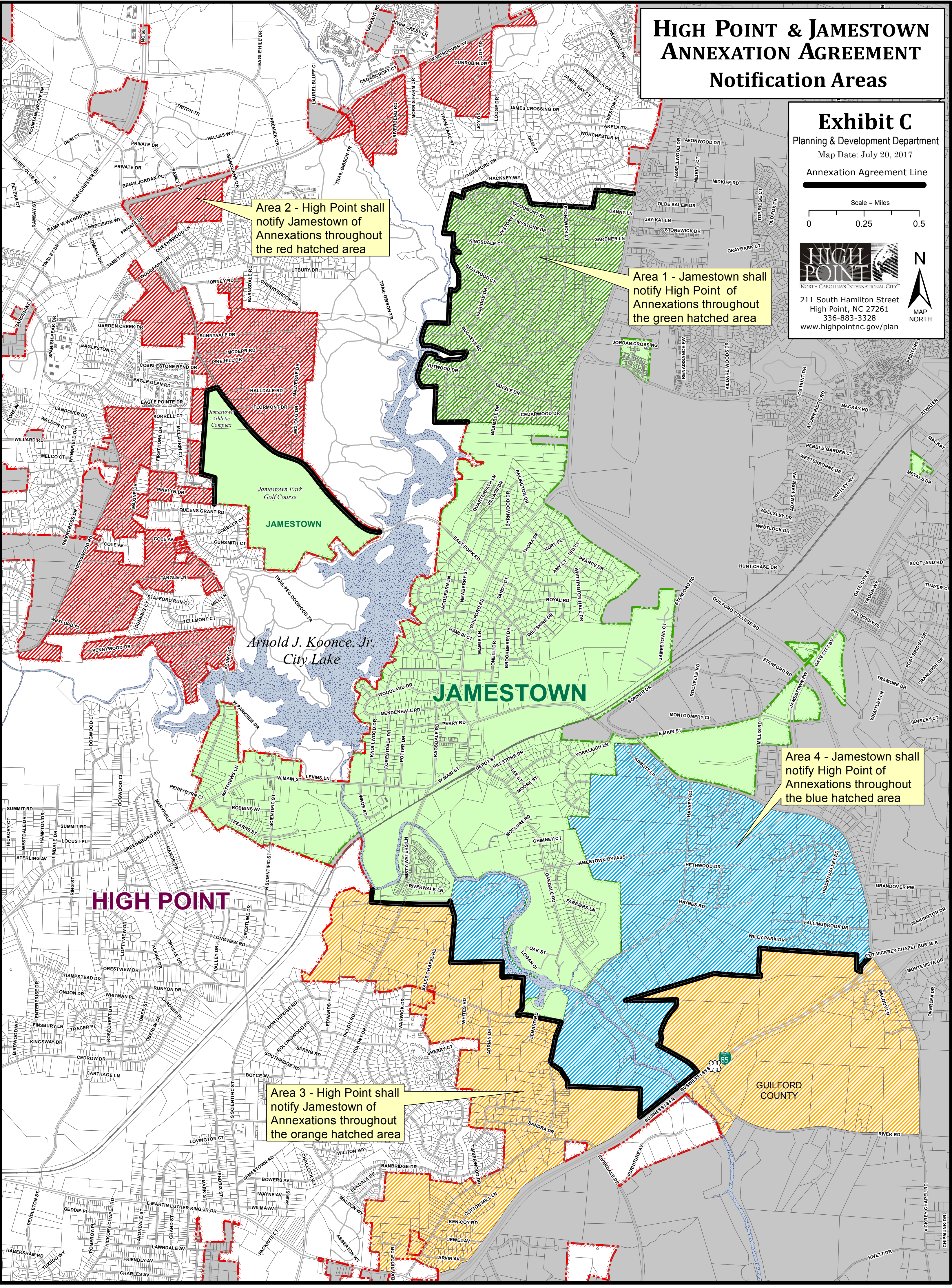


Area 2 - High Point shall notify Jamestown of Annexations throughout the red hatched area

Area 1 - Jamestown shall notify High Point of Annexations throughout the green hatched area

Area 4 - Jamestown shall notify High Point of Annexations throughout the blue hatched area

Area 3 - High Point shall notify Jamestown of Annexations throughout the orange hatched area





Prosperity & Livability Committee
Members: Ewing, Hill, Wagner and Williams
Chaired by Council Member Ewing
3rd Floor Lobby Conference Room
August 2, 2017 – 10:00 A.M.

MINUTES

Present:

Committee Chair Jason Ewing, and Committee Members Alyce Hill, Jay Wagner and Chris Williams

Staff Present:

Randy McCaslin, Deputy City Manager; Randy Hemann, Assistant City Manager; Heidi Galanti, Planning Administrator; Jeron Hollis, Communications & Public Engagement Director; Planning and Development; Loren Hill, President- High Point Economic Development Corporation; Robby Stone, Assistant Public Services Director; Greg Venable, Transportation Planner, Mike McNair, Director of Community Development and Housing; Andrew Edmonds, Transportation Technician; Maria Smith, Deputy City Clerk, and Lisa Vierling, City Clerk

Others Present:

Judy Stalder, TREBIC and Carl Vierling, Greater High Point Food Alliance

Consultants: Adam Martin and Beth Poovey, LandDesign

News Media:

Stephanie Butzer, *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 – Downtown Multi-Modal Vision Plan
- Discussion – Community Gardens
- Email from Paul Sicheloff to (Urban Agriculture Committee – Community Gardens)

Note: These handouts will be attached as a permanent part of these proceedings.

Chairman Ewing called the meeting to order 10:07 a.m.

1. Presentation – Downtown Multi-Modal Vision Plan

Greg Venable, Transportation Planner, advised that the High Point MPO was awarded a federal grant in 2015 to do a Multi-Modal Visioning Plan for the area around the Train Depot and the Hi-Tran facility. The plan includes the multi-use stadium area which looks at connectivity to the area with pedestrian, bikes, greenway connections and opportunities for public art and redevelopment.

Mr. Venable reported that LandDesign consultants were hired to do the study and staff is looking for a recommendation to take to the City Council. He then introduced Adam Martin and Beth Poovey with LandDesign who would be presenting the plan.

Mr. Martin noted that approximate 136 acres in the downtown area was assessed in the study and they saw a need to grow outside the original boundary by reaching out to High Point University (HPU) and the hospital area in order to create connections. The real focus was on the heart of the core city and also parts of the market district taking into account previous plans and recommendations.

Mr. Martin pointed out it was significant that the downtown right-of-way was 36% of the site area and suggested that this extra capacity/space could be given back to pedestrian cycle facilities. Public outreach sessions were held, as well as outreach meetings with steering committees as well as stakeholders to help with feedback to help with guidance.

They started out with three scenarios that were presented to the public:

1. *"Main Street Moment" (creating gateway experiences for a sense of arrival into downtown)*
2. *Uptowne "Rail to River" (connecting market areas around downtown)*
3. *"Institutional Connections" (connecting neighborhoods to downtown)*

Out of the 24 projects that were proposed, the following six projects were illustrated in the vision:

- 1) Pedestrianize Main Street (create an urban/retail shopping experience along Main Street, opportunities to give back to pedestrians along with cyclists)
 - More landscaping with additional angled parking and an intermittent median with a turn lane in the middle.
- 2) Main Street Gateway Features
 - Opportunity to bring the creative culture that is in the buildings out into the streets and give back to the public. He suggested a mural or art on the buildings.
- 3) Elm Street Upgrade
 - Illustration of the possibility of future redevelopment of Elm Street. He noted that there is a lot of extra laneage on Elm Street. This would allow for more opportunity for on-street parking, dedicated bike lanes, and sidewalks etc...
- 4) String and Splinter Trail, Southwest Greenway
 - Opportunities to extend connection downtown the Southwest Greenway and identify a connection to Armstrong Park which could be carried to HPU. The idea is to create a crosstown greenway for a north and south connection.
- 5) Railroad Esplanade
 - This would be unique for High Point using this as a cultural destination. He pointed out High Avenue along with Broad Avenue created with extra right-of-way that could be given back to pedestrians to create an east-west connection. Another key component he suggested was to increase visibility along High and Broad Avenue.
- 6) Redevelopment Opportunities
 - The PIT could be developed with retail, makerspace, multi-family, etc...
 - Possible enhancement to the existing ally to Main Street to a future plaza with connections to High Avenue at the Depot.

- Redevelopment of areas east of stadium which was near Church and Main Street with retail offices. He noted north of the station, there could be redevelopment opportunities such as convention center, retail, children's museum, multi-family and hotel. All with relationship to the depot.

Chairman Ewing asked staff what kind of action is expected from the Committee. Staff replied that ultimately, they are looking for acceptance of the plan by the City Council. Mr. Venable advised that some of the recommendations outlined in the multi-modal vision plan compliments those identified in the mixed-used area plan.

Chairman Ewing made a motion to forward the Multi-Modal Vision Plan to the City Council for consideration/adoption. Committee Member Williams made a second to the motion, which carried unanimously. [4-0 vote]

2. Discussion – Community Gardens

Mr. McCaslin referenced an email that was sent to the manager from Paul Sicheloff (Urban Agriculture Committee – Community Gardens) asking for the City's consideration of the following:

1. Subsidize or offset the water installation
2. Provide a discount of cost for top soil from Ingleside
3. Allocate funds for Community Gardens to apply for grants similar to the process used for non-profits.

Carl Vierling, Executive Director, Greater High Point Food Alliance, shared some information relative to the to the discussion (i.e. Community Garden expenses, Community Garden locations, total food production for each, as well as pictures of the Burns Hill Community Garden and the High Tunnel Community Garden on Pershing).

According to the information submitted, the total food production was estimated at \$115,353. Then he reported on their recent Youth Food Summit with 140 kids in attendance from seven different agencies. The kids were asked questions relating to food insecurity, hunger etc, and were asked what they would do to help solve the problem. The #1 answer was: "we need more gardens". Mr. Vierling shared that he is seeing more and more kids actually involved in the gardens, which helps health benefits, community activism, etc...

According to the information received from the Agriculture Extension Office, the startup cost for a garden could be up to \$5,200. Mr. Vierling noted the biggest resource and struggle is water (actual installation and connections). Additionally, there are ongoing costs, such as soil, mulch, etc... He used the study from Rutgers University and the University of Massachusetts to come up with the rough estimate \$115,000 worth of produce that the local community gardens have produced. He pointed out there is actual economic value coming into the city through these community gardens/high tunnels.

He shared that Burns Hill continues to add beds to their garden each season and noted they are seeing more involvement with the neighbors and children getting more involved and some even building their own raised beds in their backyards. He added that these community gardens are about building community and it is significant that the neighbors are taking ownership.

He raised the following questions:

- What can the city do to help?
- What are the possibilities for investing in these community gardens?

He advised that food insecurity costs our local community about 75 million a year in healthcare costs.

Chairman Ewing asked if ten tons of compost to start ten raised beds would be sufficient; he wanted to know how often the gardens/beds would have to be re-soiled. Mr. Vierling responded at least once a year at the same capacity, and noted that some have as many as three harvests/crops each year.

Committee Member Wagner asked if the water installation would be needed one time or if another connection would be necessary if the garden was to be expanded. Committee Member Williams added his support to this as he has noticed the community engagement has grown and the availability to the High Point Library Farmers Market after the construction is completed, they will not have issues to find more vendors.

Chairman Ewing wanted to know if High Point CAV provides the sheds or if they build them and who provides the materials. Mr. Vierling confirmed that High Point CAV does build them and some of the materials have been coming from the Hayden-Harman Foundation, other grants, donations, etc... Committee Member Williams shared that Hayden-Harman Foundation built a shed for them and it included the cost of the wood as they are using the program to teach the men the construction trade. Chairman Ewing suggested how they could leverage other partnerships such as Habitat for Humanity to possibly assist with building the sheds for the gardens, or at least providing the supplies to build it.

Mr. McCaslin noted that the city's Community Development & Housing Department provided a grant to buy the materials for the tool shed at the West End garden and High Point CAV provided the labor. He stated that some of these gardens are located on city-owned property and are being leased out to these groups. He added as far as the water connections go, not every lot is the same. The ones that had houses on them fairly recently probably already had the water tap and maybe the water meter was still there, so that cost would be minimal compared to having to install water taps, etc.... where there is no water connections.

Committee Member Wagner asked if these figures for the water installation and the meter were the city's actual costs, or what we charge. Mr. McCaslin replied these costs are what the city charges, but the city does not recoup the full cost. Robby Stone, Assistant Public Services Director, referred to the most current information/pricing and gave an example of a lot that had no previous service. He noted that effective January 1, 2018, it would be \$1,815. He noted the average monthly cost listed would be between \$13-\$17.00 a month and could vary depending on the weather and the size of the garden. Mr. McCaslin pointed out that it is expensive, especially for volunteer, non-profit groups. He added that the Hayden-Harman Foundation has stepped up in some of the cases and provided financial assistance. Chairman Ewing asked how the water taps were being policed and Mr. Vierling replied that all the ones that he has seen do have locks on them. Committee Member Williams suggested some kind of assistance could possibly be addressed in the non-profit allocation process.

Mr. McCaslin responded that staff is looking for City Council's direction as to if Council would like to tie this into the nonprofit grants. He noted that timing may be an issue because they would need to get the gardens ready for the growing season in the spring. He strongly recommended that if this is something that council wants to do then they should set aside "X" amount of dollars that could be used to cover the cost of soil, mulch, water taps, and etc. and he was not too keen on staff having to make these decisions.

Chairman Ewing inquired about the process/procedure that a neighborhood group would use if interested in starting a community garden. Mr. Vierling explained it would all depend on the location and if it were a vacant piece of property. It starts with an interest from the community to start a community garden and the neighborhood gathering together. Then as the process continues, they will work with Mr. McNair, Mr. Harman, and the Agriculture team to ask questions. They also have to test the soil, so that would be an added expense.

Chairman Ewing wanted to know if there was a commitment on the neighborhoods part as to the hours required to help maintain the gardens. Mr. Vierling explained that initially there is and shared that the HPU Vista students have been a tremendous help.

Committee Member Williams asked if this would possibly fall under the “blight” umbrella and if assistance could possibly be provided through the Community Development & Housing Department. Mr. McCaslin believed it would not according to the current definition they are working under.

At this time, Mr. McNair joined the meeting to offer additional insight on the CDBG monies that are distributed as grants to the various groups in the community. Committee Member Hill noted how all of these gardens are different in how they are funded, and pointed out that Bountiful Harvest had a lot of private money that went into it, along with Southside. He explained his department helps facilitate the need for mulch, then directs them to Public Services to get the mulch at the city’s rate, then the bill is forwarded to the Community Development & Housing Department. He noted that non-federal dollars were used. He also reported that they currently work with High Point CAV to build the sheds where they can store their tools. He stated it is part of their training to build the 8x10 sheds.

Mr. McCaslin reported that we were receiving quite a bit of requests from nonprofit groups for free mulch/topsoil from Ingleside which prompted the Public Services staff to start work on a policy for Council’s approval. In that policy, it stated that valid nonprofits were eligible for one scoop or one ton a year.

Chairman Ewing asked about the number of gardens and how many are being added on an annual basis. Mr. Vierling replied on average some of the neighborhoods have been adding two to three a year, and ones like Burns Hill continue to add more.

Committee Member Wagner asked Mr. McNair if his department could help facilitate this if a pool of money could be identified. Mr. McNair advised the main cost would be the water and the meters which would run about \$3,000 for the water meters alone. Mr. Stone added if they were to coordinate a location that had a dwelling or a public water connection previously, and verify the connection is still there or the box is still there, that would reduce the cost. Chairman Ewing asked if it might be possible to come up with an inventory list of those properties that do have water connections. Mr. Stone advised that historically, they send staff out to verify water connections, but if they were made aware of specific locations for gardens, staff could do the research to confirm whether a connection is available or not.

Mr. Vierling shared they have other potential projects (hydroponics, aquaponics, etc...) that they have been in discussions with the Agriculture Extension Office about and the possibility of renting or using warehouse space. Mr. Hemann reminded council that we the old water plant facility could be used and reported that staff has been discussing possibilities with the city’s Legal Department

as to how this could be done and what would be required for the fair market value and if it needs to be declared as an economic development project.

Mr. Vierling shared about his trip to Washington recently for the Local Food and Local Places Summit that was sponsored by the EPA and noted it might be possible to get a federal grant for hydroponics, aquaponics, and other innovative growing methods, etc.... Committee Member Wagner advised a good resource would be Zane Hedgecock, the Chief of Staff to the NC Secretary of Agriculture and offered to connect them.

Mr. Vierling stated if they were able to get the soil, they would find a way to get it transported once or twice a year to the gardens for maintenance purposes. In his closing remarks, Mr. Vierling commented that he has been told that what they are doing in High Point is very unique compared to other communities because they are using a more collaborative approach than what is seen anywhere else in the nation. One of the reasons is they are bringing people together and people outside the communities are beginning to recognize that. He thanked the city staff for their leadership and thanked Mary Sizemore, Director of the High Point Library, for coordinating the grant for Local Foods, Local Places.

People outside the community are starting to recognize that as well and using High Point as a model. He attributed the success of the community gardens to everyone working together with a unified vision of what the city can look like. He expressed appreciation and gratitude to the City of High Point as it sets the example for the rest of North Carolina.

Mr. McCaslin pointed out what drives this is the private sector and the interest in the community neighborhoods. Chairman Ewing stressed the importance of remaining a partner and continuing with the private interest so it could grow beyond the community gardens. Mr. McCaslin asked if the Committee could come up with a dollar amount that could possibly be added to Mr. McNair's departmental budget.

Chairman Ewing suggested \$16,000 and felt if Council does allocate dollars for this, it would require some type of policy. Committee Member Wagner suggested rounding the amount up to \$20,000. The Committee concurred with the \$20,000 and directed staff to come up with a policy for the process to prevent abuse and to help govern it. Chairman Ewing suggested that once staff drafts the policy, it could come to the Prosperity & Livability Committee at the September meeting, then the policy could be moved to the next Council meeting for adoption and approval of a budget amendment.

Painted Intersection

Committee Member Wagner shared that they are working on getting the first painted intersection. A location has not yet been identified, but they have selected an artist and were trying to get Boy Scout Troop 4 interested in helping.

There being no further discussion, the meeting adjourned at 11:05 a.m.

Respectfully Submitted,

Maria A. Smith
Deputy City Clerk

Jason P. Ewing, Chairman

CITY OF HIGH POINT

AGENDA ITEM



Title: Electric Crane Truck

From: Gary Smith, Fleet Director

Public Hearing: N/A

Attachments: Formal Bid Recommendation

Meeting Date: August 21, 2017

Advertising Date / N/A

Advertised By: N/A

PURPOSE:

The Electric Department is currently using a 2006 Sterling truck with a Effer Crane that is in need of replacement due to age and hours. Using the National Joint Powers Alliance (NJPA) Contract 081716-NAF a 2018 Freightliner M2 with a Effer Crane Package is being recommended for Council approval.

BACKGROUND:

The Electric Department is currently using a 2006 Sterling truck with a Effer Crane that has over 6,600+ hours. The 2018 Freightliner Freightliner M2 with a Effer Crane Package is similar to the one they are currently using and will meet their needs. The price of \$297,793 is for the truck, training, and delivery. The estimated delivery is 180-240 days.

BUDGET IMPACT:

Funds are available in 2017-18 budget

RECOMMENDATION / ACTION REQUESTED:

The Fleet Services Department recommends purchasing a 2018 Freightliner M2 and Crane Package from National Auto Fleet Group/72 Hour LLC. Recommendation also includes declaring the old truck as surplus and disposing through the online auction process.





**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT: **Fleet Services**

COUNCIL AGENDA DATE: **August 21, 2017**

BID NO.: **NJPA**

CONTRACT NO.: **081716-NAF**

DATE OPENED:

DESCRIPTION:

2018 Freightliner M2 with a Effer Crane Package

PURPOSE:

The Electric Department is currently using a 2006 Sterling truck with a Effer Crane that has over 6,600+ hours. The 2018 Freightliner Freightliner M2 with a Effer Crane Package is similar to the one they are currently using and will meet their needs.

COMMENTS:

The price of \$297,793 is for the truck, training, and delivery. The estimated delivery is 180-240 days.

RECOMMEND AWARD TO: **National Auto Fleet Group/72 Hour LLC**

AMOUNT: **\$ 297,793**

JUSTIFICATION:

Using this bid allows the City of High Point to take advantage of the volume discount offered through the NJPA contract

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
501271	532401			\$ 297,793
TOTAL BUDGETED AMOUNT				\$ 297,793

DEPARTMENT HEAD:

Gary L. Smith

Digitally signed by Gary L. Smith
DN: cn=Gary L. Smith, o=City of High Point, ou=Fleet
Services, email=gary.smith@highpointnc.gov, c=US
Date: 2017.08.09 13:21:35 -0400

DATE: **Aug 9, 2017**

The Purchasing Division concurs with recommendation submitted by the **Fleet Services** and recommends award to the lowest responsible, responsive bidder **National Auto Fleet Group** in the amount of \$ **297,793.00**.

PURCHASING MANAGER: **Erik Conti**

Digitally signed by Erik Conti
DN: cn=Erik Conti, o, ou,
email=erik.conti@highpointnc.gov, c=US
Date: 2017.08.09 14:38:33 -0400

DATE: **Aug 9, 2017**

Approved for Submission to Council

FINANCIAL SERVICES DIRECTOR:

Digitally signed by Jeffrey A. Moore
DN: cn=Jeffrey A. Moore, o=City of High Point, NC,
ou=Financial Services Director,
email=jaffmoore@highpointnc.gov, c=US
Date: 2017.08.09 16:19:12 -0400

DATE: **Aug 9, 2017**

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: 2017.08.09 16:45:52 -0400

DATE: **Aug 9, 2017**

BK: R 7972

PG: 712-720

RECORDED:

09-06-2017

03:01:33 PM

BY: DEBORAH LIGHT

DEPUTY-HP



2017050413

GUILFORD COUNTY, NC

JEFF L. THIGPEN

REGISTER OF DEEDS

NC FEE \$26.00

DRAWN BY: JoAnne L. Carlyle, City Attorney

RETURN TO: City Attorney, P.O. Box 230, High Point, NC 27261

9L
NORTH CAROLINA

GUILFORD COUNTY

**RIGHT OF WAY
ENCROACHMENT AGREEMENT**

THIS AGREEMENT (Agreement) made this 31 day of AUGUST, 2017, between **THE CITY OF HIGH POINT**, a municipal corporation, located at 211 South Hamilton Street, High Point, North Carolina, 27260, existing under the laws of the State of North Carolina (the "City") and **MOBILITIE, LLC.**, a foreign Limited Liability Company located at 660 Newport Center Dr., Suite 200, Newport Beach, CA 92660, hereinafter known as the "Company"

WITNESSETH

WHEREAS, the City owns the public right of way that includes South Hamilton Street and South Wrenn Street; and

WHEREAS, the Company desires, for its interest and convenience, to construct, maintain and put in place a structure(s) as shown on Exhibit A ("Structure") in said right-of-way; and

WHEREAS, the City under the terms and conditions herein set forth, is willing to allow the above described improvements to be made, and allow the Company to encroach upon the above-referenced City-owned right of way; and

WHEREAS, the Company has paid to the City the sum of \$150.00, which partially defrays the administrative costs of the City.

NOW, THEREFORE, in consideration of the premises and \$150.00 in hand paid receipt of which is hereby acknowledged and other consideration, the Company hereby covenants and agrees that:

1. The Company is responsible for any and all expenditure of labor or materials required in the installation, erection, repair, maintenance or location of the above-referenced Structure.

2. The Company is responsible for any and all labor or expense which results from any and all future maintenance and repair of such Structure, and the removal or dismantling of the Structure if and when the Structure is removed.

3. The Company is to be fully responsible for any and all property damage or injury to or death of any person which results from any and all negligence, omission, defect in design, maintenance or workmanship created by the Company, its agents, employees, contractors or subcontractors in connection with the Encroachment, or any cause of action arising out of the installation, maintenance, or location of said Structure or any other cause of action arising out of the planting, installation, maintenance, or location of said Structure (collectively, "Claims and Causes of Action").

4. The Company agrees:

- (a) to hold the City, its officers, agents and employees harmless from any and all liability arising out of any such Claims and Causes of Action, and
- (b) to defend the City, its officers, councilors and employees and pay all attorney fees in any and all actions brought as a result of such Claims and Causes of Action; and
- (c) indemnify the City, its officers, agents and employees against any and all loss sustained by reason of such Claims and Causes of Action.

5. The Company, during the life of this agreement, agrees to procure or cause to be procured from a responsible insurance carrier or carriers, authorized under the laws of the State of North Carolina, insurance in the minimum amounts of One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, combined single limit for personal injury, property damage, or wrongful death caused by construction, maintenance, location, repair or visual obstruction of said encroachment with the City of High Point being included as additional insured as respects work under this Agreement. Company shall furnish the City upon the City's request, but no more than once in any 12 month period, a certification from the insurance carrier or carriers with whom the insurance herein mentioned is carried, stating that such compensation is covered by such carrier or carriers and showing such insurance to be in full force and effect (or proof of self-insurance as referenced below). Company shall give the City at least 30 days advanced written notice of any cancellation of any required coverage that is not replaced. Should Company fail to pay premiums upon said insurance, or should Company fail to obtain said insurance, or to perform any of the

agreements, terms, or conditions herein contained; the City at its option, by written notice may declare this agreement cancelled and terminated and all rights acquired hereunder by Company shall thereupon terminate, except Owner shall still be responsible for removing the Equipment from the right of way. In lieu of the foregoing, Company may self insure for any or all of the coverages set forth above.

6. The Company, upon completion of the installation of the Structure, shall submit to the City revised drawings in the form of an AutoCad (.dwg) file for retention by the City if the actual installation differs significantly from the installation shown on the Exhibit A (Site Plan) (in such event, the Company shall secure approval of the City prior to the differing installation).

7. The Company agrees to abide by all lawful statutes and ordinances governing construction of the Structure as contemplated herein.

8. This Agreement shall not divest the City of any rights or interest in said right of way.

9. The Company shall contact "NC One Call Center" prior to excavation where and in the manner required by the NC One Call law.

11. This Agreement shall be binding upon and ensure to the benefit of all of the parties hereto and their heirs, personal representatives, grantees, successors, and assigns.

12. All matters relating to this Agreement shall be governed by laws of the State of North Carolina without regard to its choice of law provisions, and venue for any action related to the Agreement shall be Guilford County Superior Court or the United States District Court for the Middle District of North Carolina.

13. All notices required herein shall be deemed given by depositing such in the United States Mail, first class, and addressed as follows:

If to City:
City of High Point
Planning & Development Department
P.O. Box 230
High Point, NC 27261
ATTN: Planning Director

If to Company:
Mobilitie, LLC
660 Newport Center Dr., Ste. 200
Newport Beach, CA 92660
ATTN: Legal Department

IN WITNESS WHEREOF, the City of High Point has caused this instrument to be signed by its City Manager and attested by its Clerk and its seal to be affixed by the duly-granted authority of its City Council, the day and year first above written.

Mobilitie, LLC

By: D T Jll

Print Name: DANA TARDELLI

Title: EVP

STATE OF Georgia
Fulton COUNTY

I, Erin E. Scott, a Notary Public of the County and State, do hereby certify that Dana Tardelli, personally came before me this day and acknowledged that he/she is Dana ~~EVP~~ Tardelli, and that he/she, as EVP being authorized to do so, executed the foregoing on behalf of the company.

Witness my hand and official stamp or seal, this the 18th day of August, 2017.

My commission Expires: 5/12/18

Erin E. Scott
Notary Public

CITY OF HIGH POINT

By: Willie S. Bencini
Bill Bencini, Mayor



ATTEST: -

Lisa B. Vierling
Lisa B. Vierling, City Clerk



NORTH CAROLINA

GUILFORD COUNTY

I, Cynthia C. Duncan-Smith, a Notary Public of said county and state do hereby certify that Lisa B. Vierling is known to me as City Clerk of the City of High Point; that she personally appeared before me this date; and, that by authority duly given, and as the act of the said City of High Point, the foregoing instrument was signed in its name by its City Manager, sealed with its corporate seal, and attested by herself as its clerk.

Witness my hand and official stamp or seal, this the 31 day of August, 2017.

My commission Expires: 11/18/2020

Cynthia C. Duncan-Smith
Notary Public

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

EXHIBIT A
SITE PLANS

Page 2..... Exhibit A-1 GB90XS487A

Latitude: 35.948072

Longitude: -080.022338

Page 3..... Exhibit A-2 GB90XS528B

Latitude: 36.057330

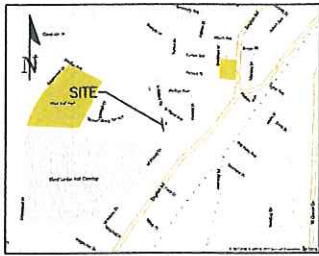
Longitude: -079.950149

Page 4..... Exhibit A-3 GB90XS517B

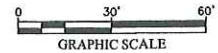
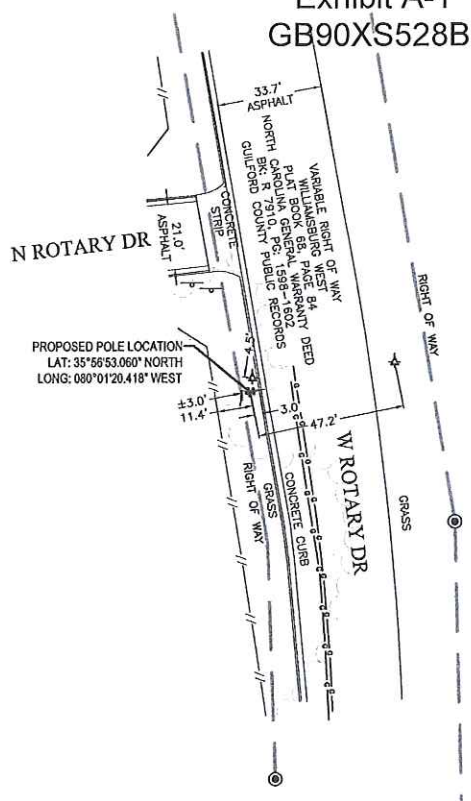
Latitude: 36.039188

Longitude: -079.953924

Exhibit A-1 GB90XS528B



VICINITY MAP
(NOT TO SCALE)



LEGEND

- IRON PIPE FOUND
- SIGN
- 800 NAIL SET
- TREE LINE
- GAS UTILITY
- WOOD FENCE
- RIGHT OF WAY

NOTES:

THE PURPOSE OF THIS TOPOGRAPHIC MAP IS TO DOCUMENT THE HORIZONTAL AND VERTICAL POSITIONS OF THE PERMANENT FEATURES VISIBLE ON THE GROUND IN THE MAPPED AREA AS FOUND ON THE DATE OF SURVEY, AUGUST 4, 2017.

THE RIGHT OF WAY SHOWN HEREON WAS DERIVED FROM EVIDENCE LOCATED IN THE FIELD, DEED, PLAT AND RIGHT OF WAY RECORDS SHOWN HEREON. THIS IS NOT A BOUNDARY SURVEY.

UNDERGROUND UTILITIES: SURFACE EVIDENCE OF UNDERGROUND UTILITIES WAS LOCATED BY SURVEYING AND MAPPING, LLC. (SAM, LLC) WHEN MARKED IMMEDIATELY PRIOR TO FIELD WORK. IT IS REQUIRED THAT THE POSITIONS OF UNDERGROUND UTILITIES BE VERIFIED PRIOR TO CONSTRUCTION. NO UTILITIES WERE DESIGNATED EXCEPT AS SHOWN HEREON.

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. NO ABSTRACT EXAMINATION IS IMPLIED. INFORMATION SHOWN HEREON MAY BE SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD.

AT THE TIME OF SURVEY, THE PROPOSED POLE LOCATION APPEARS TO BE LOCATED WITHIN FLOOD HAZARD AREA ZONE X AS DESIGNATED AND DELINEATED ON FEMA FLOOD INSURANCE RATE MAP COMMUNITY PANEL 371085500K (GULFORD COUNTY, NORTH CAROLINA), WITH EFFECTIVE DATE OF MARCH 10, 2009.

THOMAS A. TAYLOR
PROFESSIONAL LAND SURVEYOR
STATE OF NORTH CAROLINA



LAT: 35.948072 LONG: -080.022338

UTILITY LOCATE TICKET #C172122205
FOR UTILITY QUESTIONS: CONTACT NC811 AT 800-632-4949

SO-DEEP | SAM NC

SO-DEEP | SAM NC, Inc.
A SAM COMPANY
2000-194 Summer Blvd., Raleigh, NC 27618
Tel: 919.876.7466 Fax: 919.710.1704
email: info@sam-nc.com
NC (COA): F-1361

So-Deep, Inc. | SAM NC
2000-194 Summer Blvd.
Raleigh, NC 27618
Tel: 919.876.7466
Fax: 919.710.1704
email: info@sam-nc.com
NC (COA): F-1361

CANDIDATE ID: GB90XS487A

SITE ID: 9NCB002080

ADDRESS: 207-215 N ROTARY DR, HIGH POINT, NC

TOPOGRAPHIC SURVEY TO SUPPORT LOCATION OF A TELECOMMUNICATION STRUCTURE

PROJECT: MOBILE

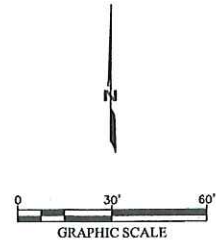
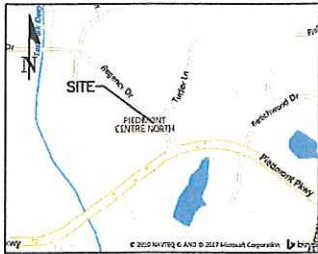
SHEET 1
OF 1

Exhibit A-1

Page 2 of 4

THIS MAP MAY NOT BE A CERTIFIED SURVEY
AND HAS NOT BEEN REVIEWED BY A LOCAL
GOVERNMENT AGENCY FOR COMPLIANCE
WITH ANY APPLICABLE LAND DEVELOPMENT
REGULATIONS AND HAS NOT BEEN REVIEWED
FOR COMPLIANCE WITH RECORDING
REQUIREMENTS FOR PLATS.

Exhibit A-2 GB90XS528B



LEGEND

- ★ 800 NAIL SET
- ✦ LIGHT POLE
- FIBER OPTIC VAULT
- ⊙ SIGN
- ⊙ HYDRANT
- ⊙ WATER VALVE
- ⊙ MANHOLE DRAINAGE
- ⊙ IRON PIPE FOUND
- TREE LINE
- FOC UNDERGROUND FIBER OPTIC
- EUG UNDERGROUND ELECTRIC
- W WATER UTILITY
- RIGHT OF WAY

LAT: 36.057330 LONG: -079.950149

UTILITY LOCATE TICKET #C17212224
FOR UTILITY QUESTIONS: CONTACT NCB11 AT 800-632-4949

SO-DEEP | SAM NC

SO-DEEP | SAM NC, Inc.
2800-154 Summer Blvd., Raleigh, NC 27616
Tel: 919.878.7468 Fax: 919.878.1704
email: info@so-deep.com NC (COA): F-1381

So-Deep, Inc. | SAM NC
2800-154 Summer Blvd.
Raleigh, NC 27616
Tel: 919.878.7468
Fax: 919.878.1704
email: info@so-deep.com
NC (COA): F-1381

CANDIDATE ID: GB90XS528B
SITE ID: 9NCB002121
ADDRESS: 4227-4299 REGENCY DR, GREENSBORO, NC

TOPOGRAPHIC SURVEY TO SUPPORT LOCATION OF A TELECOMMUNICATION STRUCTURE

PROJECT: HOBBLE
1016038723

SHEET 1
OF 1

NOTES:

THE PURPOSE OF THIS TOPOGRAPHIC MAP IS TO DOCUMENT THE HORIZONTAL AND VERTICAL POSITIONS OF THE PERMANENT FEATURES VISIBLE ON THE GROUND IN THE MAPPED AREA AS FOUND ON THE DATE OF SURVEY, AUGUST 8, 2017.

THE RIGHT OF WAY SHOWN HEREON WAS DERIVED FROM EVIDENCE LOCATED IN THE FIELD, DEED, PLAT AND RIGHT OF WAY RECORDS SHOWN HEREON. THIS IS NOT A BOUNDARY SURVEY.

UNDERGROUND UTILITIES: SURFACE EVIDENCE OF UNDERGROUND UTILITIES WAS LOCATED BY SURVEYING AND MAPPING, LLC (SAM, LLC) WHEN MARKED IMMEDIATELY PRIOR TO FIELD WORK. IT IS REQUIRED THAT THE POSITIONS OF UNDERGROUND UTILITIES BE VERIFIED PRIOR TO CONSTRUCTION. NO UTILITIES WERE DESIGNATED EXCEPT AS SHOWN HEREON.

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. NO ABSTRACT EXAMINATION IS IMPLIED. INFORMATION SHOWN HEREON MAY BE SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD.

AT THE TIME OF SURVEY, THE PROPOSED POLE LOCATION APPEARS TO BE LOCATED WITHIN FLOOD HAZARD AREA ZONE X AS DESIGNATED AND DELINEATED ON FEMA FLOOD INSURANCE RATE MAP COMMUNITY PANEL 3710781400J (GUILFORD COUNTY, NORTH CAROLINA), WITH EFFECTIVE DATE OF JUNE 18, 2007.

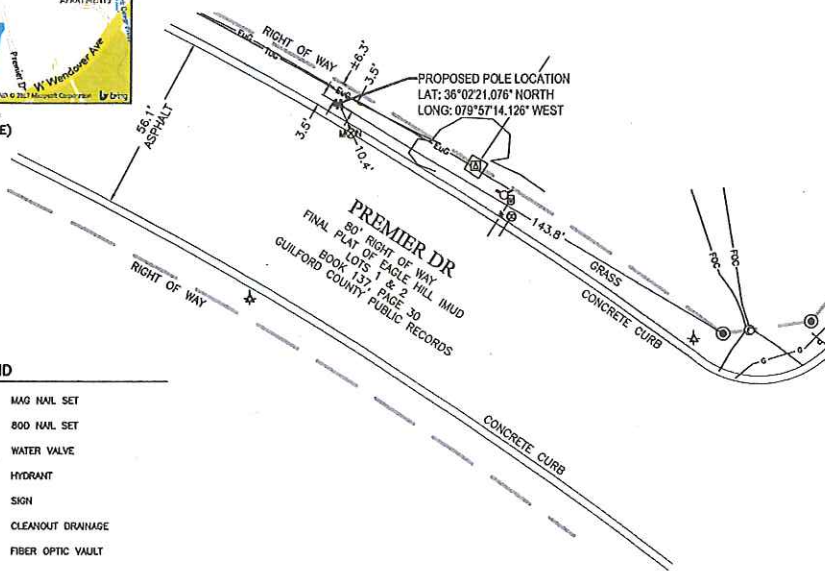
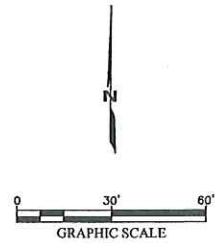
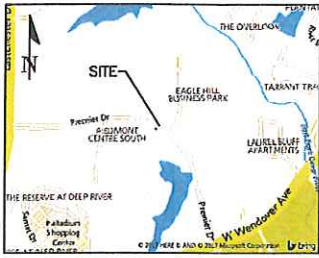


Exhibit A-2

Page 3 of 4

THIS MAP MAY NOT BE A CERTIFIED SURVEY
AND HAS NOT BEEN REVIEWED BY A LOCAL
GOVERNMENT AGENCY FOR COMPLIANCE
WITH ANY APPLICABLE LAND DEVELOPMENT
REGULATIONS AND HAS NOT BEEN REVIEWED
FOR COMPLIANCE WITH RECORDING
REQUIREMENTS FOR PLATS.

Exhibit A-3 GB90XS517B



LEGEND

MGN	MAG NAIL SET
✱	800 NAIL SET
⊕	WATER VALVE
⊕	HYDRANT
—	SIGN
⊕	CLEANOUT DRAINAGE
⊕	FIBER OPTIC VAULT
⊕	IRON PIPE FOUND
⊕	ELECTRIC TRANSFORMER
—	UNDERGROUND TELEPHONE
—	UNDERGROUND ELECTRIC
—	WATER UTILITY
—	GAS UTILITY
—	UNDERGROUND FIBER OPTIC
—	RIGHT OF WAY

LAT: 36.039188 LONG: -079.953924

UTILITY LOCATE TICKET #A171841630
FOR UTILITY QUESTIONS: CONTACT NC811 AT 800-632-4949

NOTES:

THE PURPOSE OF THIS TOPOGRAPHIC MAP IS TO DOCUMENT THE HORIZONTAL AND VERTICAL POSITIONS OF THE PERMANENT FEATURES VISIBLE ON THE GROUND IN THE MAPPED AREA AS FOUND ON THE DATE OF SURVEY, JULY 6, 2017.

THE RIGHT OF WAY SHOWN HEREON WAS DERIVED FROM EVIDENCE LOCATED IN THE FIELD, DEED, PLAT AND RIGHT OF WAY RECORDS SHOWN HEREON. THIS IS NOT A BOUNDARY SURVEY.

UNDERGROUND UTILITIES: SURFACE EVIDENCE OF UNDERGROUND UTILITIES WAS LOCATED BY SURVEYING AND MAPPING, LLC (SAM, LLC) WHEN MARKED IMMEDIATELY PRIOR TO FIELD WORK. IT IS REQUIRED THAT THE POSITIONS OF UNDERGROUND UTILITIES BE VERIFIED PRIOR TO CONSTRUCTION. NO UTILITIES WERE DESIGNATED EXCEPT AS SHOWN HEREON.

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. NO ABSTRACT EXAMINATION IS IMPLIED. INFORMATION SHOWN HEREON MAY BE SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD.

AT THE TIME OF SURVEY, THE PROPOSED POLE LOCATION APPEARS TO BE LOCATED WITHIN FLOOD HAZARD AREA ZONE X AS DESIGNATED AND DELINEATED ON FEMA FLOOD INSURANCE RATE MAP COMMUNITY PANEL 3710781300J (GUILFORD COUNTY, NORTH CAROLINA), WITH EFFECTIVE DATE OF JUNE 18, 2007.



SO-DEEP | SAM NC

So-Deep, Inc. | SAM NC
2800-154 Summer Blvd.
Raleigh, NC 27618
Off: 919.870.7486
Fax: 919.790.1704
email: info@sam-nc.com
NC (COA) F-1361

CANDIDATE ID: GB90XS517B
SITE ID: 9NCB002110
ADDRESS: 4152 PREMIER DR, HIGH POINT, NC

PROJECT: MOBILE
1016038723

SHEET 1
OF 1

TOPOGRAPHIC SURVEY TO SUPPORT LOCATION OF A TELECOMMUNICATION STRUCTURE

Exhibit A-3

Page 4 of 4

THIS MAP MAY NOT BE A CERTIFIED SURVEY
AND HAS NOT BEEN REVIEWED BY A LOCAL
GOVERNMENT AGENCY FOR COMPLIANCE
WITH ANY APPLICABLE LAND DEVELOPMENT
REGULATIONS AND HAS NOT BEEN REVIEWED
FOR COMPLIANCE WITH RECORDING
REQUIREMENTS FOR PLATS.

CITY OF HIGH POINT

AGENDA ITEM



Title: Knuckleboom Truck

From: Gary Smith, Fleet Director

Public Hearing: N/A

Attachments: Formal Bid Recommendation

Meeting Date: August 21, 2017

Advertising Date / N/A

Advertised By: N/A

PURPOSE:

The Environment Services Division of Public Services has a 2008 International knuckleboom loader in need of replacement due to age and hours. Using the North Carolina Sheriffs' Association Contract 17-01-0617R a 2017 Freightliner M2 with a Petersen knuckle boom loader body is being recommended for Council approval.

BACKGROUND:

The Environment Services Division is currently using a 2008 International knuckleboom loader with over 99,000 miles. The maintenance costs have steadily increased over the past couple of years and major repairs to the turntable will soon be needed. These trucks are used for bulk refuse collection, appliances, storm debris, etc. The Freightliner M2 with a Petersen knuckleboom loader is similar to the ones they are currently using and will meet their needs. The price of \$139,395.50 is for the truck, training, and delivery. The estimated delivery is 60-90 days.

BUDGET IMPACT:

Funds are available in 2017-18 budget

RECOMMENDATION / ACTION REQUESTED:

The Fleet Services Department recommends purchasing a new 2017 Freightliner with a Petersen TL-3 knuckleboom loader from Amick Equipment. Recommendation also includes declaring the old truck as surplus and disposing through the online auction process.





**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT: **Fleet Services**

COUNCIL AGENDA DATE: **August 21, 2017**

BID NO.: **NC Sheriffs' Association** CONTRACT NO.: **17-01-0617R** DATE OPENED:

DESCRIPTION:

2017 Freightliner M2 with a Petersen Knuckleboom Loader Body

PURPOSE:

The Environment Services Division is currently using a 2008 International knuckleboom loader with over 99,000 miles. The maintenance costs have steadily increased over the past couple of years and major repairs to the turntable will soon be needed. These trucks are used for bulk refuse, appliances, storm debris.

COMMENTS:

The price of \$139,395.50 is for the truck, training, and delivery. The estimated delivery is 60-90 days.

RECOMMEND AWARD TO: **Amick Equipment Company** AMOUNT: **\$ 139,395.50**

JUSTIFICATION:

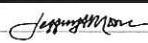
Using this bid allows the City of High Point to take advantage of the volume discount offered through the NC Sheriffs' Association contract

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
501271	532401			\$ 139,395.50
TOTAL BUDGETED AMOUNT				\$ 139,395.50

DEPARTMENT HEAD: **Gary L. Smith** Digitally signed by Gary L. Smith
DN: cn=Gary L. Smith, o=City of High Point, ou=Fleet Services, email=gary.smith@highpointnc.gov, c=US
Date: 2017.08.09 13:21:35 -0400 DATE: **Aug 9, 2017**

The Purchasing Division concurs with recommendation submitted by the **Fleet Services** and recommends award to the lowest responsible, responsive bidder **Amick Equipment Co.** in the amount of \$ **139,395.50**.

PURCHASING MANAGER: **Erik Conti** Digitally signed by Erik Conti
DN: cn=Erik Conti, o=ou, email=erik.conti@highpointnc.gov, c=US
Date: 2017.08.09 14:35:49 -0400 DATE: **Aug 9, 2017**

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=jffmoore@highpointnc.gov, c=US
Date: 2017.08.09 16:17:39 -0400 DATE: **Aug 9, 2017**

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: 2017.08.09 16:47:24 -0400 DATE: **Aug 9, 2017**

CITY OF HIGH POINT

AGENDA ITEM

**Title: Updating Authorized Signatories for City Depositories****From:** Jeffrey A Moore, Financial Services Director**Meeting Date:** August 21, 2017**Public Hearing:** No**Advertising Date /** N/A**Advertised By:****Attachments:** Resolution Authorizing Depository Agreement with Bank of America and the City of High Point;
Resolution Authorizing Depository Agreement with BB&T and the City of High Point; and
Resolution Authorizing Depository Agreement with Wells Fargo and the City of High Point

PURPOSE:

The Financial Services Department recommends that the City Council update the resolutions for authorizing depository agreements for those active depository and investment institutions to be effective upon adoption.

BACKGROUND:

The authorization of City depositories for operational accounts and investments is required by NC General Statute 159-30. Associated with that law, City Council also authorizes individuals by virtue of their position to deposit and disburse funds in accordance with the City's business.

The attached resolutions update the financial institutions with which the City currently conducts deposit, disbursement and/or investment relationships. Upon adoption, the resolutions will affirm City Manager Greg Demko, Jeff Moore, Financial Services Director, and Kelly Latham, Assistant Financial Services Director, and add Heather Forrest, Accounting Manager, and Ashley Grindstaff, Accounting Supervisor as authorized individuals with whom our banks and financial institutions will do business on behalf of the City of High Point.

BUDGET IMPACT:

None.

RECOMMENDATION / ACTIONS REQUESTED:

Council is requested to adopt the series of attached resolutions at its next Council meeting of August 21, 2017, so that the changes may be communicated and signature cards made effective upon adoption.

**"RESOLUTION AUTHORIZING DEPOSITORY AGREEMENT WITH
BANK OF AMERICA AND THE CITY OF HIGH POINT**

WHEREAS, the City of High Point, a Municipal Corporation existing under the laws of the State of North Carolina, desires to designate Bank of America as a depository of this Municipal Corporation; and,

WHEREAS, that a deposit account and/or certificates of deposit and/or other evidences of investments be opened and maintained in the name of the City of High Point, with said financial institution in accordance with the applicable rules and regulations for such an account(s); and.

WHEREAS, that the Financial Services Director or his assistant, upon adoption of this resolution, be authorized on behalf of the City of High Point, and in its name to sign checks, drafts, notes, bills of exchange, acceptances, certificates of deposit or other orders for the payment of money; to endorse checks, notes, bills, certificates of deposit, or other instruments, owned or held by this Municipal Corporation for deposit with said bank or for collection or discount by said banks; to accept drafts, acceptances and other instruments payable at said bank; to execute and deliver an electronic funds transfer agreement and to appoint and delegate, from time to time, such persons who may request transfers on behalf of this Municipal Corporation; to establish and maintain a night deposit relationship; to establish and maintain other banking services coincidental to the establishment of said bank as an official depository; to waive presentment, demand, protest and notice of protest or dishonor of any check, note, bill, draft or other instrument made, drawn or endorsed by this Municipal Corporation;

NOW THEREFORE, be it resolved that Bank of America, is herewith designated as an authorized depository of the City of High Point as of August 21, 2017, and that one or more checking and/or other deposit accounts be opened and maintained with Bank of America; that any of the following employees, to wit:

Gregory Demko, City Manager
Jeffrey A. Moore, Financial Services Director
Kelly Latham, Assistant Financial Services Director
Heather Forrest, Accounting Manager
Ashley Grindstaff, Accounting Supervisor

are authorized on behalf of the City of High Point, by, and in its name: to sign checks, drafts, and other orders for the payment of money from the City of High Point's account(s); to accept drafts, acceptances, and other evidences of indebtedness payable at or through said Bank; to waive presentment, demand, protest, and notice of protest or dishonor of any check(s), drafts(s), acceptances, or other evidences of indebtedness made, drawn, or endorsed by the City of High Point; and otherwise deal with Bank of America in connection with the forgoing activities;

BE IT FURTHER RESOLVED, that the opening and maintaining of the above City of High Point account(s) and all transactions in connection therewith shall be governed by the provisions of the agreements contained on the applicable "Signature Cards" pertaining to such accounts(s), as amended from time to time by Bank of America unless otherwise agreed upon by the City of High Point and Bank of America, and by such rules and regulations as Bank of America shall, from time to time, promulgate and establish. It is understood that Bank of America shall give the City of High Point 30 days advance notice as to any changes in the above agreements, rules, and/or regulations. Further, the City of High Point is herewith authorized to obtain other related services from Bank of America. The rendering of such services shall be governed by any other such agreements contained on the application or signature cards pertaining to any such services offered to the City of High Point by Bank of America, as amended from time to time unless otherwise agreed upon by the City of High Point and Bank of America. Each of the above identified employees of the City of High Point is herewith authorized to sign and execute such "Signature Cards," applications and forms as Bank of America shall deem appropriate, from time to time, in connection with the opening and maintaining of such accounts(s) and/or obtaining of such additional related services;

BE IT FURTHER RESOLVED, that Bank of America is authorized and requested to honor all checks, drafts, and other orders for the payment of money drawn in the name of the City of High Point against funds of the City of High Point on deposit with Bank of America when bearing the required signatures of, or pursuant to any agreement with, any two named signatories from the above authorized list;

BE IT FURTHER RESOLVED, that Bank of America is requested, authorized, and directed to honor all checks, drafts, or other orders for the payment of money drawn in the City of High Point's name on its account(s) on the books of Bank of America (including those drawn to the individual order of any of the aforementioned authorized signatories whose names appear thereon as signer or signers thereof) when bearing or purporting to bear the mechanically produced facsimile signature(s) of any two of the following:

Gregory Demko, City Manager
Jeffrey A. Moore, Financial Services Director
Kelly Latham, Assistant Financial Services Director
Heather Forrest, Accounting Manager
Ashley Grindstaff, Accounting Supervisor

and Bank of America is authorized and directed to honor and to charge the City of High Point for all such checks, drafts, or other orders for the payment of money, regardless of by whom or by what means the actual or purported mechanically produced signature(s) thereon may have been affixed thereto, if such signature(s) resemble(s) the specimens from time to time filed with Bank of America by the City Clerk or other officer of the City.

BE IT FURTHER RESOLVED, that the City Clerk shall furnish Bank of America a certified copy of this Resolution or such form as the institution may require, and Bank of America is hereby authorized to deal with the above named employees under the authority of this Resolution unless and until it shall be expressly notified in writing to the contrary by the City of High Point;

BE IT FURTHER RESOLVED, that the City Clerk shall, from time to time hereafter, as changes in the personnel named within this Resolution are made, immediately certify such changes to Bank of America."

I further certify that the City Council of the City of High Point, has at the time of adoption of this resolution had full power and lawful authority to adopt the foregoing resolution and to confer the powers granted to the persons named who have full power and lawful authority to exercise the same.

WITNESS my hand and the Corporate Seal of the City of
High Point, North Carolina.

William S. Bencini, Jr., Mayor

Adopted by City Council,
this the 21st day of August, 2017.

Lisa B. Vierling, CMC
City Clerk

**"RESOLUTION AUTHORIZING DEPOSITORY AGREEMENT WITH
BB&T AND THE CITY OF HIGH POINT**

WHEREAS, the City of High Point, a Municipal Corporation existing under the laws of the State of North Carolina, desires to designate BB&T as a depository of this Municipal Corporation; and,

WHEREAS, that a deposit account and/or certificates of deposit and/or other evidences of investments be opened and maintained in the name of the City of High Point, with said financial institution in accordance with the applicable rules and regulations for such an account(s); and.

WHEREAS, that the Financial Services Director or his assistant, upon adoption of this resolution, be authorized on behalf of the City of High Point, and in its name to sign checks, drafts, notes, bills of exchange, acceptances, certificates of deposit or other orders for the payment of money; to endorse checks, notes, bills, certificates of deposit, or other instruments, owned or held by this Municipal Corporation for deposit with said bank or for collection or discount by said banks; to accept drafts, acceptances and other instruments payable at said bank; to execute and deliver an electronic funds transfer agreement and to appoint and delegate, from time to time, such persons who may request transfers on behalf of this Municipal Corporation; to establish and maintain a night deposit relationship; to establish and maintain other banking services coincidental to the establishment of said bank as an official depository; to waive presentment, demand, protest and notice of protest or dishonor of any check, note, bill, draft or other instrument made, drawn or endorsed by this Municipal Corporation;

NOW THEREFORE, be it resolved that BB&T, is herewith designated as an authorized depository of the City of High Point as of August 21, 2017, and that one or more checking and/or other deposit accounts be opened and maintained with BB&T; that any of the following employees, to wit:

Gregory Demko, City Manager
Jeffrey A. Moore, Financial Services Director
Kelly Latham, Assistant Financial Services Director
Heather Forrest, Accounting Manager
Ashley Grindstaff, Accounting Supervisor

are authorized on behalf of the City of High Point, by, and in its name: to sign checks, drafts, and other orders for the payment of money from the City of High Point's account(s); to accept drafts, acceptances, and other evidences of indebtedness payable at or through said Bank; to waive presentment, demand, protest, and notice of protest or dishonor of any check(s), drafts(s), acceptances, or other evidences of indebtedness made, drawn, or endorsed by the City of High Point; and otherwise deal with BB&T in connection with the forgoing activities;

BE IT FURTHER RESOLVED, that the opening and maintaining of the above City of High Point account(s) and all transactions in connection therewith shall be governed by the provisions of the agreements contained on the applicable "Signature Cards" pertaining to such accounts(s), as amended from time to time by BB&T unless otherwise agreed upon by the City of High Point and BB&T, and by such rules and regulations as BB&T shall, from time to time, promulgate and establish. It is understood that BB&T shall give the City of High Point 30 days advance notice as to any changes in the above agreements, rules, and/or regulations. Further, the City of High Point is herewith authorized to obtain other related services from BB&T. The rendering of such services shall be governed by any other such agreements contained on the application or signature cards pertaining to any such services offered to the City of High Point by BB&T, as amended from time to time unless otherwise agreed upon by the City of High Point and BB&T. Each of the above identified employees of the City of High Point is herewith authorized to sign and execute such "Signature Cards," applications and forms as BB&T shall deem appropriate, from time to time, in connection with the opening and maintaining of such accounts(s) and/or obtaining of such additional related services;

BE IT FURTHER RESOLVED, that BB&T is authorized and requested to honor all checks, drafts, and other orders for the payment of money drawn in the name of the City of High Point against funds of the City of High Point on deposit with BB&T when bearing the required signatures of, or pursuant to any agreement with, any two named signatories from the above authorized list;

BE IT FURTHER RESOLVED, that BB&T is requested, authorized, and directed to honor all checks, drafts, or other orders for the payment of money drawn in the City of High Point's name on its account(s) on the books of BB&T (including those drawn to the individual order of any of the aforementioned authorized signatories whose names appear thereon as signer or signers thereof) when bearing or purporting to bear the mechanically produced facsimile signature(s) of any two of the following:

Gregory Demko, City Manager
Jeffrey A. Moore, Financial Services Director
Kelly Latham, Assistant Financial Services Director
Heather Forrest, Accounting Manager
Ashley Grindstaff, Accounting Supervisor

and BB&T is authorized and directed to honor and to charge the City of High Point for all such checks, drafts, or other orders for the payment of money, regardless of by whom or by what means the actual or purported mechanically produced signature(s) thereon may have been affixed thereto, if such signature(s) resemble(s) the specimens from time to time filed with BB&T by the City Clerk or other officer of the City.

BE IT FURTHER RESOLVED, that the City Clerk shall furnish BB&T a certified copy of this Resolution or such form as the institution may require, and BB&T is hereby authorized to deal with the above named employees under the authority of this Resolution unless and until it shall be expressly notified in writing to the contrary by the City of High Point;

BE IT FURTHER RESOLVED, that the City Clerk shall, from time to time hereafter, as changes in the personnel named within this Resolution are made, immediately certify such changes to BB&T."

I further certify that the City Council of the City of High Point, has at the time of adoption of this resolution had full power and lawful authority to adopt the foregoing resolution and to confer the powers granted to the persons named who have full power and lawful authority to exercise the same.

WITNESS my hand and the Corporate Seal of the City of
High Point, North Carolina.

William S. Bencini, Jr., Mayor

Adopted by City Council,
this the 21st day of August, 2017.

Lisa B. Vierling, CMC
City Clerk

**"RESOLUTION AUTHORIZING DEPOSITORY AGREEMENT WITH
WELLS FARGO N.A. AND THE CITY OF HIGH POINT**

WHEREAS, the City of High Point, a Municipal Corporation existing under the laws of the State of North Carolina, desires to designate Wells Fargo NA as a depository of this Municipal Corporation; and,

WHEREAS, that a deposit account and/or certificates of deposit and/or other evidences of investments be opened and maintained in the name of the City of High Point, with said financial institution in accordance with the applicable rules and regulations for such an account(s); and.

WHEREAS, that the Financial Services Director or his assistant, upon adoption of this resolution, be authorized on behalf of the City of High Point, and in its name to sign checks, drafts, notes, bills of exchange, acceptances, certificates of deposit or other orders for the payment of money; to endorse checks, notes, bills, certificates of deposit, or other instruments, owned or held by this Municipal Corporation for deposit with said bank or for collection or discount by said banks; to accept drafts, acceptances and other instruments payable at said bank; to execute and deliver an electronic funds transfer agreement and to appoint and delegate, from time to time, such persons who may request transfers on behalf of this Municipal Corporation; to establish and maintain a night deposit relationship; to establish and maintain other banking services coincidental to the establishment of said bank as an official depository; to waive presentment, demand, protest and notice of protest or dishonor of any check, note, bill, draft or other instrument made, drawn or endorsed by this Municipal Corporation;

NOW THEREFORE, be it resolved that Wells Fargo NA, is herewith designated as an authorized depository of the City of High Point as of August 21, 2017, and that one or more checking and/or other deposit accounts be opened and maintained with Wells Fargo NA; that any of the following employees, to wit:

Gregory Demko, City Manager
Jeffrey A. Moore, Financial Services Director
Kelly Latham, Assistant Financial Services Director
Heather Forrest, Accounting Manager
Ashley Grindstaff, Accounting Supervisor

are authorized on behalf of the City of High Point, by, and in its name: to sign checks, drafts, and other orders for the payment of money from the City of High Point's account(s); to accept drafts, acceptances, and other evidences of indebtedness payable at or through said Bank; to waive presentment, demand, protest, and notice of protest or dishonor of any check(s), drafts(s), acceptances, or other evidences of indebtedness made, drawn, or endorsed by the City of High Point; and otherwise deal with Wells Fargo NA in connection with the forgoing activities;

BE IT FURTHER RESOLVED, that the opening and maintaining of the above City of High Point account(s) and all transactions in connection therewith shall be governed by the provisions of the agreements contained on the applicable "Signature Cards" pertaining to such accounts(s), as amended from time to time by Wells Fargo NA unless otherwise agreed upon by the City of High Point and Wells Fargo NA, and by such rules and regulations as Wells Fargo NA shall, from time to time, promulgate and establish. It is understood that Wells Fargo NA shall give the City of High Point 30 days advance notice as to any changes in the above agreements, rules, and/or regulations. Further, the City of High Point is herewith authorized to obtain other related services from Wells Fargo NA. The rendering of such services shall be governed by any other such agreements contained on the application or signature cards pertaining to any such services offered to the City of High Point by Wells Fargo NA, as amended from time to time unless otherwise agreed upon by the City of High Point and Wells Fargo NA. Each of the above identified employees of the City of High Point is herewith authorized to sign and execute such "Signature Cards," applications and forms as Wells Fargo NA shall deem appropriate, from time to time, in connection with the opening and maintaining of such accounts(s) and/or obtaining of such additional related services;

BE IT FURTHER RESOLVED, that Wells Fargo NA is authorized and requested to honor all checks, drafts, and other orders for the payment of money drawn in the name of the City of High Point against funds of the City of High Point on deposit with Wells Fargo NA when bearing the required signatures of, or pursuant to any agreement with, any two named signatories from the above authorized list;

BE IT FURTHER RESOLVED, that Wells Fargo NA is requested, authorized, and directed to honor all checks, drafts, or other orders for the payment of money drawn in the City of High Point's name on its account(s) on the books of Wells Fargo NA (including those drawn to the individual order of any of the aforementioned authorized signatories whose names appear thereon as signer or signers thereof) when bearing or purporting to bear the mechanically produced facsimile signature(s) of any two of the following:

Gregory Demko, City Manager
Jeffrey A. Moore, Financial Services Director
Kelly Latham, Assistant Financial Services Director
Heather Forrest, Accounting Manager
Ashley Grindstaff, Accounting Supervisor

and Wells Fargo NA is authorized and directed to honor and to charge the City of High Point for all such checks, drafts, or other orders for the payment of money, regardless of by whom or by what means the actual or purported mechanically produced signature(s) thereon may have been affixed thereto, if such signature(s) resemble(s) the specimens from time to time filed with Wells Fargo NA by the City Clerk or other officer of the City.

BE IT FURTHER RESOLVED, that the City Clerk shall furnish Wells Fargo NA a certified copy of this Resolution or such form as the institution may require, and Wells Fargo NA is hereby authorized to deal with the above named employees under the authority of this Resolution unless and until it shall be expressly notified in writing to the contrary by the City of High Point;

BE IT FURTHER RESOLVED, that the City Clerk shall, from time to time hereafter, as changes in the personnel named within this Resolution are made, immediately certify such changes to Wells Fargo NA."

I further certify that the City Council of the City of High Point, has at the time of adoption of this resolution had full power and lawful authority to adopt the foregoing resolution and to confer the powers granted to the persons named who have full power and lawful authority to exercise the same.

WITNESS my hand and the Corporate Seal of the City of
High Point, North Carolina.

William S. Bencini, Jr., Mayor

Adopted by City Council,
this the 21st day of August, 2017.

Lisa B. Vierling, CMC
City Clerk

Forward High Point Master Developer Request For Qualifications High Point, N.C. Multi-Purpose Stadium Site Development

Community Overview

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 2017 was estimated to be 112,201 residents.

High Point is also 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 one 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) is located less than a mile from the High Point city limits, and two other airports are within a 75-minute drive – Charlotte Douglas International Airport (CLT) and Raleigh-Durham International Airport (RDU).

Downtown High Point has a total of 12 million square feet in the downtown dedicated to the Furniture Market. While some traditional downtown uses remain, a majority of the property has transitioned into furniture showroom space that is only active two weeks per year. The City is committed to redevelop/create an active downtown in areas north of the furniture showroom-dominated former downtown.

Project Overview

In 2015, the idea for a multi-use stadium was mentioned at a High Point Convention and Visitors Bureau retreat. A study was commissioned with Convention Sports and Leisure (CS). The study considered feasibility for a new stadium for the Coastal Plains League team currently located in Thomasville, the Hi-Toms. Publicity from the study generated interest from the Atlantic League, a larger independent baseball league. In March of 2016 the High Point City Council adopted a goal to create a downtown catalyst project that produces: 500 private sector jobs, 15-20 new restaurants and shops, 250 additional residential housing units and a centralized gathering space. Shortly thereafter, the CS&L study was retooled to reflect the possibility of an Atlantic League team as a tenant. City Council was briefed on the project on March 22, 2017 in closed session. The Atlantic League has met with members of a possible local ownership group, and on March 30, 2017 the League approved High Point as a location for a team pending the formation and vetting of the ownership group and a commitment from the City to build a stadium. Forward High Point, our non-profit downtown development corporation, continued to option land for the stadium at the preferred site, and on April 3, 2017 the project was presented publicly to City Council and Council voted to:

- Approve a Budget Amendment for use of reserves and internal loans to proceed with land purchases, site design and Multi-Use Stadium design with a total cost not to exceed \$15 million



- Authorize the City Manager to proceed with land purchases, site design and Multi-Use Stadium design with a total cost not to exceed \$15 million
- Authorize the City Manager to proceed with development of the Multi-Use Stadium financing plan
- Authorize the City Manager to develop an agreement with Forward High Point regarding their coordination of design and private development for the site
- Authorize Forward High Point to finalize team ownership and naming rights for the Multi-Use Stadium
- Authorize the City Manager to seek County participation regarding increased tax base

The City of High Point has asked Forward High Point to coordinate design and private development for the site, and Forward High Point is seeking qualifications from a Master Developer. The downtown currently suffers from inactivity during non-furniture market periods. The preferred developer will create and implement a vision to develop the roughly five acres around the Stadium with mixed-use development that includes first floor restaurant/retail and upper floor housing and brings vitality to the downtown.

Forward High Point sought the assistance of Dr. Nido Qubein to assist in the effort to secure team ownership and naming rights for the stadium. On Wednesday May 18, 2017, Dr. Qubein answered the call to assist in resounding fashion stating that he would assemble the ownership group to purchase an Atlantic League baseball team for the stadium and assist with procuring a naming rights contract for the stadium as requested. Qubein's announcement includes the long term naming rights, team ownership and in addition, plans to build a park, children's museum, children's educational cinema and event center in proximity to the Downtown Multi -Purpose Stadium for a total of \$38,000,000. Qubein went on to explain those funding commitments would be raised before September 15, 2017 and a not-for-profit will own the team and oversee the development of the other community amenities that will be constructed through private donations.

Multi-Purpose Stadium Site Development Team

The Master Developer will be expected to work with a Multi-Purpose Stadium Site Development Team which will consist of two members from Forward High Point, two members from the City and two members from the Team Ownership group.

Site

Odell & Associates has been hired by the City to provide a preliminary site plan aimed at allowing the City, Forward High Point and team owners to consider options for stadium location before land acquisition is completed. The proposed site is around 11 acres and is shown in red on the following diagram. Forward High Point has control of approximately 80% of the site, all of which will be purchased by the City. Negotiations on the final parcels are in process. The final site plan will be developed by the selected Master Developer in conjunction with the Multi-Purpose Stadium Site Development Team.



Conceptual Site Plan



Legend

1. Ball Park
2. Parking / Parking Deck
3. Retail / Restaurant / Multi-family
4. Ballpark Program Area
5. Plaza / Ballpark Entrance
6. Green Space
7. Home Run Porch
8. Club (2nd Level)
9. Showrooms
10. Berm Seating
11. Church Street Linear Park

Proposed Tabulations

Residential Units: 556
Retail / Restaurants: 12,800 SF
Showroom: 65,000 SF
Surface Parking: 48 Spaces
Parking Garage: 1050 Spaces





The final site plan must be densely developed with mixed use buildings that include first floor restaurants, multiple floors of upper level housing, retail, etc.

Stadium and Team

The Stadium will be constructed through a design build contract and the RFQ for the construction is in progress. The Building program and costs are as follows:

BUILDING PROGRAM AND COST ESTIMATE	
High Point Multi-Purpose Stadium: Atlantic League	
Seating Capacity:	
Fixed Seats	3,739
Premium Seating	246
Picnic Area	250
Grass Berm	750
Total Capacity	4,985
Premium Seating:	
Club Seats	150
Luxury Suites	8
Seats Per Suite	12
Total Premium Seats	246
Ballpark Opinion of Cost	
	\$21,754,598
General conditions	\$975,000
Stadium build contingency (5%)	\$1,087,730
Fees/bonds/insurance (5.5%)	\$1,196,503
Total Ballpark Opinion of Cost	\$25,013,831
Escalation to 9/17 construction start (4%)	\$1,000,553
Owner contingencies (5%)	\$1,250,692
Other FF&E (2%)	\$500,277
Soft costs (10%)	\$2,501,383
Total Project Cost	\$30,266,735
Cost Per Fixed Seat	\$8,095

Utilization assumptions for the facility are as follows:

Estimated Utilization: Atlantic League Tenant High Point Multi-Purpose Stadium			
Type	Number of Events	Average Paid Attendance	Annual Paid Attendance
Atlantic League Tenant	70	2,500	175,000
Other Events			
College Baseball	5	1,000	5,000
High School Football	14	500	7,000
High School Baseball	5	500	2,500
Concerts	3	2,500	7,500
High Point Market Events	8	500	4,000
Festivals/Celebrations	4	750	3,000
Meetings/Banquets	25	40	1,000
Other	10	250	2,500
Total Other Events	74		32,500
TOTAL	144		207,500

Note: Meetings/Banquets would not be charged a ticket fee.

Further detail from the CS&L study is available. The utilization is based on a capture area of 230,000+ south of the middle of High Point. Average attendance in the Atlantic League is 4,184. The lowest average attendance among the Atlantic League teams is 2,916, and as shown above our Atlantic League attendance assumptions are an average of 2,500.

Market Studies

Forward High Point has contracted with Danter & Associates for residential market study with an expected delivery date of August 1. The nearby hospital as well as graduate programs at HPU (now at a few hundred students but anticipated to be at 1,000 in the next several years) offer great opportunity for partnerships as the University has already stated that it will not build on-campus housing for those students. ElectriCities (High Point is a member of the Electric Co-op and provides electricity within the City) has contracted with Shamrock Capital, LLC for a hotel study that is anticipated to have a similar delivery date.

Project Timeline

RFQ Issued May 26, 2017

RFQ Responses Due June 30, 2017

Developer Interviews July 10-17, 2017

Developer Selection July 18, 2017

Pre-Development Process July 24 – August 24, 2017

Development Agreement August 25-September 8, 2017

Developer Agreement to City Council September 18, 2017

Developer Qualifications

Developers should have demonstrated experience delivering complex mixed-use projects involving multiple projects/developers in an urban context. They should demonstrate experience working on sites of a similar scale to the High Point, N.C. Multi-Purpose Stadium Site Development. The selected developer (or development team) shall lead the detailed design of a master plan document in a Pre-Development Process in collaboration with the Multi-Purpose Stadium Site Development Team (City, Forward High Point, Atlantic League Team Owners)

During this Pre-Development Process period, the selected developer(s) will have an exclusive right to plan and negotiate development strategies with the members of the Multi-Purpose Stadium Site Development Team. The master plan should include phased infrastructure plans as well as an overall implementation strategy based on economic development goals balanced with market demand. During the Pre-Development Process, the selected developer(s) will work with the Multi-Purpose Stadium Site Development Team to advance opportunities presented in the development portfolio as part of a comprehensive master plan. The developer(s) will be responsible for economic analyses, the development of a business and financing plan and an overall assessment of project costs. At the conclusion of the Pre-Development Process, the developer(s) will present the recommended master plan to the Multi-Purpose Stadium Site Development Team for approval. The Multi-Purpose Stadium Site Development Team will then assist the developer(s) in communicating the master plan to the governing boards of key development partners including the City of High Point, High Point University, and key businesses and property owners. Following approval of the master plan by the constituent members of the Multi-Purpose Stadium Site Development Team, the selected developer(s) and the Multi-Purpose Stadium Site Development Team will create one or more development agreements to guide the implementation of the master plan. The developer will be responsible for obtaining financing for construction of infrastructure and other development costs, as well as other financing mechanisms such as New Markets Tax Credits. The selected developer will market and manage the project and will coordinate and/or perform development and construction of public and private elements over the course of the project's build-out, as provided in the approved development agreement(s).

Response must be received by 5:00 p.m. on June 30. Responses received after the deadline will not be accepted. It is neither the Forward High Point's responsibility nor practice to acknowledge receipt of any proposal. It is the prospective developer's responsibility to assure that a proposal is received in a timely manner.

Each respondent should submit one (1) full electronic copy and seven (7) copies of their submission in 8.5" x 11" format (11" x 17" pages may be folded). Total submission must not exceed sixty (60) pages. The original and all copies must be clearly labeled, containing respondent's contact information. All costs associated with the submittal requirements are at the sole responsibility of the respondents.

Submittal Contents

The Multi-Purpose Stadium Site Development Team is committed to transparent and informed public-private partnerships. Qualified developers are those that share this commitment and are willing to provide the necessary due diligence documentation for the Multi-Purpose Stadium Site Development Team to fully evaluate the qualifications, capacity and experience of the development team, as well as to undertake the necessary negotiations in connection with the developer. As such, all respondents shall issue the following documentation, in the following order:

1. Table of Contents

2. Corporate Entity (Tab A)

- All formation documents of the developer entity, including the formation documents, the operating agreement, shareholder agreement, or partnership agreement, as applicable, and a current certificate of good standing
- The name, business address and (as applicable) ownership percentage of each of the current members and officers of the developer entity
- The name and business address of any entity which is currently a manager or director of the developer entity
- A brief narrative history of the developer or development team should be provided. The history should include:
 - Identify the project manager and other members of the proposed development team (if known at this time) such as engineer, architect, etc.
 - Reasons why the developer or development team is qualified and unique capabilities which distinguish the team or developer
 - Description of core business activities
 - Number of years in business
 - Number of full-time employees
 - Supplemental materials, such as company brochures, etc.
 - List of any commercial properties or development sites in the Southeast region currently owned or controlled by the developer
- If the firm responding to the RFQ intends to include other firms or professionals as part of their team, please identify these team members and highlight relevant experience

3. Financial Capacity (Tab B)

- Respondents should provide the information listed below to demonstrate the financial capacity to undertake and complete the development proposed. Respondents should include the following information which shall be used solely by the Multi-Purpose Stadium Site Development Team for purposes of evaluation under this RFQ and will be treated as confidential to the extent allowed by law
 - Most recent annual report(s)
 - List of any current non-performing loans or loan defaults in the last five years
 - Description of instances in which a member of the development team has been involved in litigation or other legal dispute regarding a real estate venture during the past five years

- Information about instances in which any member of the developer's team has ever filed bankruptcy, or any projects that have been lost to foreclosure
 - Provide a statement as to whether the respondent or any officer, principal or principal employee has been adjudged bankrupt either voluntary or involuntary, or has been convicted of a felony in either case, within the last ten (10) years
 - Past history of raising capital and working with complex public financing instruments
 - Composition of real estate portfolio by type and occupancy percentage
- Auditor-prepared financial statements will be required prior to the execution of any Development Agreement

4. Experience (Tab C)

- Similar projects (no more than four [4]) - Please provide a description and data on similar development projects completed or in process by the developer within the last ten (10) years. Include:
 - Project names, location and type of real estate product
 - Description of the real estate product, its qualities and amenities
 - Current status of the project (construction status or number of years since completion)
 - Photos, drawings, site plans and related marketing materials of the project
 - Development cost and financing summary
 - Primary sources of equity and debt
- Specifically address:
 - Experience with large, master planned, mixed-use urban development projects, including planning, design, financing, collaboration with other developers, master developer roles (if applicable), construction management and administration
 - Experience in negotiating and implementing significant development agreements with municipalities or other public sector entities
 - Development experience in association with colleges or universities
 - Experience with the use of New Markets Tax Credits and other applicable tax credits and
 - Past development experience
 -
- References within each of the following categories. Please provide complete contact information for individuals who can provide information related to the following items:
 - Public or Government: Identify at least two (2) redevelopment agency, county, city, or other public officials who have been involved with a project completed by the developer or development team
 - Financial Partner/Investor/Lender: Identify at least two (2) contacts that have provided members of the development team with debt or equity financing of the magnitude likely to be required for the proposed project
 - General: Provide contact information for at least two (2) other individuals that can provide information about the experience and capabilities of the developer for a project of this magnitude
- Resumes of key staff that will be involved in this project

5. Vision, Interest, Plan of Attack (Tab D)

- Prospective developers are asked to share their initial vision for the further development of the Multi-Purpose Stadium Site. Respondents should provide a narrative demonstrating their understanding of the Multi-Purpose Stadium Site Development Team vision, the participants and their vision for the Multi-Purpose Stadium Sites ultimate build-out. The narrative should demonstrate familiarity with existing conditions and prior studies related to the downtown and the community. The vision statement should identify key challenges and opportunities anticipated by the developer, and explain how these may impact the Multi-Purpose Stadium Site implementation. The vision statement should also identify creative ideas and innovative approaches to the development of the Multi-Purpose Stadium Site that the developers and its team would propose and specific expertise they would deploy to successfully realize the Multi-Purpose Stadium Development project.
- Specifically address how local developers and key community institutions can be brought in as part of the development
- If your development firm/team is chosen to lead this development effort, please outline the process and time schedule for phased development as it relates to the spring 2019 opening of the stadium. It is the Multi-Purpose Stadium Site Development Team's desire to have phased construction of development begin at the same time as the stadium construction.

Site Visits

Individual site visits may be scheduled by appointment. Interested respondents are encouraged to visit High Point and meet with staff, subject to availability.

Communications

Inquiries regarding this selection process are to be directed to the Multi-Purpose Stadium Site Development Team as follows:

Ray Gibbs, Executive Director Forward High Point
Email: ray.gibbs@forwardhighpoint.com
Phone: 336.420.2677

Rights

The Multi-Purpose Stadium Site Development Team reserves the right to reject any or all submittals in this developer solicitation process. The Multi-Purpose Stadium Site Development Team reserves the right to amend submittal requirements, including due dates, and other materials, as may be necessary to ensure a competitive and transparent process. All work products submitted by respondents as part of the required submittals become the property of the Multi-Purpose Stadium Site Development Team. No submissions will be returned to respondents.

Selection Considerations

In reviewing the responses, the following criteria will be considered:

1. The general qualifications, performance, financial capacity and organizational capacity of the developer to successfully plan and complete development projects of similar type and scale on time and within budget
2. Vision Statement – Creativity and coherence in defining a vision for the Multi-Purpose Stadium Site with a roadmap for the successful development of the project over the long term
3. Experience – A review and judgment of the development entity's experience in negotiating complex real estate transactions with public/private partnerships; experience with mixed-use urban development involving the integration of public and private funding sources, particularly in the creation of infrastructure and parking facilities; experience with planning, designing, developing, constructing, marketing, leasing and managing mixed-use infill projects of similar scale and complexity; and experience with the use of public finance and economic development incentive programs, including tax credits, tax increment financing, municipal improvement districts, etc.
4. The extent to which the proposed development follows the goals explained in this RFQ and other relevant planning documents for the area
5. The anticipated market and financial feasibility of the project
6. The anticipated ability of the project to secure necessary public and private funds
7. The public benefits that are anticipated to be provided by the project
8. Ability to commence project predevelopment activities upon selection
9. Experience facilitating civic engagement processes in developing approved redevelopment plans
10. Overall quality of the submission
11. Creative ideas and innovative approaches to realizing the Multi-Purpose Stadium Site Development vision

The Multi-Purpose Stadium Site Development Team will review responses received by the due date. They will select the finalists for consideration by the Forward High Point Board of Directors. Prospective developers may be requested to present their submittals to the Forward High Point Board of Directors and/or High Point City Council before a final selection to be made.

Forward High Point Board of Directors (FHP) are working on behalf of the Multi-Purpose Stadium Site Development Team and will work with the selected developer (or developer team) to enter into a development agreement that will guide development activities within the Multi-Purpose Stadium Site.

The Multi-Purpose Stadium Site Development Team may, in its sole discretion, expand or reduce the criteria upon which it bases its final decisions regarding selection of the development team or developer for these opportunities. The Multi-Purpose Stadium Site Development Team reserves the right to reject any or all responses or parts of responses, to negotiate modifications of responses submitted and to negotiate specific work elements with a prospective developer into projects of lesser or greater magnitude than described in this RFQ or the prospective developer's response.

Standard Terms and Conditions

This is a non-binding RFQ. Neither this RFQ nor any selection of a developer's response by the Multi-Purpose Stadium Site Development Team, Forward High Point or the City of High Point create any obligation by the Multi-Purpose Stadium Site Development Team, Forward High Point or the City of High Point or other parties to sell real estate or enter development agreements.

CITY OF HIGH POINT

AGENDA ITEM



Title: Amendment of Subrecipient Agreement with the Greensboro Consortium

From: Michael E. McNair, Director

Meeting Date: August 21, 2017

Public Hearing: N/A

Advertising Date N/A

Advertised By: N/A

Attachments: Resolution Authorizing a Subrecipient Agreement Amendment with the City of Greensboro
Amendment of Subrecipient Agreement with the Greensboro Consortium

PURPOSE:

The subrecipient agreement is being amended to more clearly define the HOME requirements for the City of Greensboro and the City of High Point. The amended agreement describes how program income, generated on activities undertaken prior to July 1, 2006, must be reported and returned to the Consortium as long as program income continues to be generated.

BACKGROUND:

The City of High Point was a participating member of the Greensboro Home Consortium from July 1, 1994 through June 30, 2006; the City of Greensboro is the lead agency for the Consortium. Effective July 1, 2006, the City of High Point regained its status as a participating jurisdiction in the HOME program and separated from the Consortium. Subsequently, the City of High Point executed a subrecipient agreement on May 16, 2007 regarding program income generated by affordable housing activities undertaken by the City while a member of the consortium. The City of Greensboro has requested an amendment to that agreement. As of June 30, 2017, the City has received \$55,291.81 in program income that will be returned to the Greensboro Consortium.

BUDGET IMPACT:

N/A.

RECOMMENDATION / ACTION REQUESTED:

The Community Development and Housing Department recommends approval of the Resolution Authorizing a Subrecipient Agreement Amendment with the City of Greensboro and that the appropriate City official and/or employee be authorized to execute all necessary documents.

**RESOLUTION AUTHORIZING A SUBRECIPIENT AGREEMENT AMENDMENT
BETWEEN CITY OF GREENSBORO, ACTING IN THE CAPACITY OF THE
GREENSBORO/GUILFORD/BURLINGTON/ALAMANCE HOUSING CONSORTIUM,
AND THE CITY OF HIGH POINT**

WHEREAS, the City of Greensboro (“Greensboro”) serves as the lead entity acting on behalf of the Greensboro/Guilford/Burlington/Alamance Housing Consortium (“Consortium”) to which the City of High Point (“City”) was a member from July 1, 1994 to June 30, 2006; and

WHEREAS, the City achieved independent status as a Participating Jurisdiction effective July 1, 2006 and serves as subrecipient, acting on behalf of the Consortium with regard to the administration and oversight of eligible HOME Investment Partnerships Program (“HOME Program”) affordable housing activities within the city limits of High Point; and

WHEREAS, pursuant to the provisions of Section 160A-461 of the General Statutes of North Carolina, the City is authorized to enter into interlocal agreements with other units of local government and local political subdivisions in order to execute any undertaking; and

WHEREAS, the HOME Program is a procedure established for the use of funds made available from HUD through the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended, to carry out multi-year housing strategies through assistance to first time home buyers and existing home owners, property acquisition, rehabilitation and new construction of housing, site improvements, tenant-based rental assistance, demolition, relocation expenses and other reasonable and necessary expenses related to the development of affordable housing; and

WHEREAS, the City and Greensboro desire to amend the Subrecipient Agreement dated May 16, 2007 to establish terms and conditions, clarify how HOME Program income must be reported and returned, and more clearly define the requirements for the parties based on City obtaining the status of Participating Jurisdiction; and

WHEREAS, the City acting in the capacity as the subrecipient will report and remit any program income generated from affordable housing activities funded under the HOME Program originally made available by the Consortium and undertaken by the City of High Point while a member of the Consortium prior to July 1, 2006; and

WHEREAS, the amended Subrecipient Agreement shall be effective until the end of the affordability periods for all activities undertaken by the City while a member of the Consortium prior to July 1, 2006.

THEREFORE, BE IT RESOLVED that the High Point City Council hereby authorizes the City Manager to execute a Subrecipient Agreement Amendment for the management of Consortium program income funds.

Adopted this the 21st day of August, 2017.

Lisa B. Vierling
High Point City Clerk

Mayor William S. Bencini, Jr.

**GREENSBORO/GUILFORD/BURLINGTON/ALAMANCE
HOUSING CONSORTIUM**

SUBRECIPIENT AGREEMENT AMENDMENT

THIS SUBRECIPIENT AGREEMENT AMENDMENT, entered into this ____ day of July, 2017 between the City of Greensboro, North Carolina (Greensboro), acting in the capacity as "Lead Entity" (Consortium) of the Greensboro/Guilford/Burlington/Alamance Housing Consortium and the City of High Point (Hereinafter **Subrecipient**), said parties to this Agreement each being a general local governmental unit of the State of North Carolina, and is made pursuant to North Carolina Statutes Chapter 160A Article 20 Part 1 (Joint Exercise of Powers) and Chapter 159 (Local Government Finance).

THE LEAD ENTITY, on behalf of the CONSORTIUM, AND THE **SUBRECIPIENT**, agree that it is desirable and in the interest of their citizens under the HOME Investment Partnerships Program created through Title II, HOME Investment Partnerships Act, of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended, to establish the terms and conditions for the City of High Point to assume the role of Subrecipient under the CONSORTIUM.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. DEFINITIONS

The definitions contained in 24 CFR Part 92, Subpart A., paragraph 92.2 is incorporated herein by reference and made a part hereof, and the terms defined in this section have the meaning given them.

- A. "Act" means Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended. (42 U.S.C. 12701 et seq.)
- B. "HUD" means the United States Department of Housing and Urban Development.
- C. "HOME Program" means a procedure established for the use of funds made available from HUD through the Act to carry out multi-year housing strategies through assistance to first time home buyers and existing home owners, property acquisition, rehabilitation and new construction of housing, site improvements, tenant-based rental assistance, demolition, relocation expenses and other reasonable and necessary expenses related to the development of affordable housing
- D. "Housing Strategy" means the Comprehensive Housing Affordability Strategy as set out in 24 CFR Part 91 and encompasses a local government's housing needs, with focus on affordable housing for low-income families.
- E. "Regulation" means 24 CFR Part 92 HOME Investment Partnerships Program Regulations as issued by HUD.

- F. "Program Income" means any revenue generated as the direct result of an expenditure of HOME Program funds made available from the Housing Consortium. These funds are recognized as Federal in source and are subject to any and all requirements under the HOME Program regulations found at 24 CFR Part 92, and any amendments that may be made from time to time.
- G. "LEAD ENTITY" means the City of Greensboro, acting on behalf of the other Housing Consortium members (Guilford County, the City of Burlington, Alamance County), and any other unit of local government that may join the Consortium in the future.
- H. "SUBRECIPIENT" means the City of High Point, who will act on behalf of the Housing Consortium with regard to the administration and oversight of eligible HOME Program affordable housing activities within the city limits of High Point.

II. PURPOSE

This SUBRECIPIENT AGREEMENT AMENDMENT amends the underlying Subrecipient Agreement dated May 16, 2007. To the extent the terms and conditions set out herein are inconsistent with said original agreement, the terms hereof shall control. This SUBRECIPIENT AGREEMENT AMENDMENT is to detail the terms and conditions that the Subrecipient, which effective July 1, 2006 achieved independent status as a Participating Jurisdiction, will, acting in the capacity as a SUBRECIPIENT, report and remit any program income generated from affordable housing activities funded under the HOME Program originally made available by THE CONSORTIUM and undertaken by the City of High Point while a member of the Consortium prior to July 1, 2006 (Exhibit A), and adhere to the ongoing compliance requirements throughout the periods of affordability.

III. AGREEMENT

- A. **TERM.** This amended Subrecipient Agreement shall be effective until the end of the affordability periods for all activities undertaken by the Subrecipient while a member of the Consortium prior to July 1, 2006 (Exhibit A). Subrecipient's responsibility to report and remit any program income generated from affordable housing activities funded under the HOME Program while a member of the Consortium shall survive the termination of this Subrecipient Agreement Amendment.
- B. **EXECUTION BY APPROPRIATE OFFICERS.** This Subrecipient Agreement shall be executed by the appropriate officers of LEAD ENTITY and the SUBRECIPIENT pursuant to authority granted them by their governing bodies.
- C. **LEAD ENTITY.** The Lead Entity shall act in a representative capacity for all members of the Consortium for the purpose of funding provided directly by the Federal government under the Act.

D. COMPLIANCE WITH REQUIREMENTS OF THE ACT. The LEAD ENTITY shall assume overall responsibility for ensuring that the Consortium HOME Program is operated in compliance with the requirements of the Act. The LEAD ENTITY shall reserve the right to review and approve all standard contracts and loan agreements; reserves the right to review and approve all policy guidelines; and shall monitor program participants to insure compliance with Federal regulations.

E. PROGRAM INCOME. Per 24 CFR 92.503(a)(1), Program Income must be deposited in the participating jurisdiction's HOME Investment Trust Fund local account unless the participating jurisdiction permits the State recipient or subrecipient to retain the program income for additional HOME projects pursuant to the written agreement required by § 92.504. The LEAD ENTITY hereby agrees to permit the SUBRECIPIENT to retain and reuse any Program Income generated from any HOME funded activities undertaken by the City of High Point as a Subrecipient beginning July 1, 2006.

Per 24 CFR 92.503(a)(3), Program Income derived from consortium activities undertaken by or within a member unit of general local government which thereafter terminates its participation in the consortium continues to be program income of the consortium. Said Program Income shall be deposited in a separate, non-interest bearing account. Said Program Income shall be subject to all the requirements in accordance with 24 CFR Part 92, and shall be reported to the LEAD ENTITY quarterly (Exhibit B).

The SUBRECIPIENT shall be responsible at the termination of this Subrecipient Agreement to remit all unexpended funds held, along with the appropriate records and the accurate accounting of outstanding loans subject to repayment. The SUBRECIPIENT shall forward said remittance and pertinent records within 120 days of notice of termination of the Subrecipient Agreement.

F. QUARTERLY REPORTS. The SUBRECIPIENT shall inform the LEAD ENTITY, in writing, of receipt of any income generated by the expenditure of HOME funds by the 10th day of every fourth month of the amount of program income received in the prior quarter, unless requesting funds prior to the submission of the quarterly income report in which case the income information should be submitted with the request. IDIS requires entry and drawdown of any Program Income before drawdown of grant funds. Program Income should be reported as indicated in Exhibit B. Additionally, Subrecipient shall complete any other reports required by HUD in a timely manner.

G. STAFF AND FINANCIAL SUPPORT FOR ADMINISTERING THE HOME PROGRAM. The SUBRECIPIENT shall be responsible for providing adequate staff and financial support for administering the HOME Program within its jurisdictional boundaries. Further SUBRECIPIENT agrees to:

1. Prepare and maintain all required records, documents and reports, in a format to be provided by the LEAD ENTITY, and make such records, documents and reports available for review by the LEAD ENTITY and HUD, during normal business hours, with proper advance notice. Such access to program records shall not be

unreasonably withheld.

2. Prepare and submit to the LEAD ENTITY all data necessary for any reports required by HUD within 30 days of the request by the LEAD ENTITY.
3. SUBRECIPIENT shall maintain all appropriate and adequate financial records in accordance with generally accepted accounting principles and practices.
4. Comply with the requirements of OMB 2 CFR Part 200.
5. SUBRECIPIENT shall maintain all records for seven years or according to the following schedule, subject to amendments by HUD:
 - For rental housing records, general records must be kept for seven years after project completion, and tenant income, rent, and inspection information must be kept for the most recent seven years, until seven years after the affordability period ends.
 - Homeownership records must be kept for seven years after project completion. For resale/recapture, records must be kept for seven years after the affordability period ends.
 - Tenant Based Rental Assistance (TBRA) records must be kept for seven years after rental assistance ends.
 - Written agreements must be maintained for seven years after the agreement ends.
 - Displacement and acquisition records must be kept for seven years after final payment to displaced persons.

H. ACCESS TO RECORDS. SUBRECIPIENT hereby agrees that the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, or any of the LEAD ENTITY'S duly authorized representatives shall have access to any books, documents, papers and records of which are directly pertinent to the Subrecipient Agreement for the purpose of making audits, examinations, excerpts, and transcriptions for three years from the final affordability period end date under the Subrecipient Agreement. To ensure performance and compliance, ongoing monitoring and on-site reviews shall be conducted by the LEAD ENTITY or its duly authorized representatives until one year after the final affordability period end date under the Subrecipient Agreement which will include:

- Identifying and tracking program and project results;
- Identifying technical assistance needs of HOME Program participants;
- Ensuring timely expenditure of HOME funds;
- Ensuring proper documentation of expenditures;
- Documenting compliance with HOME Program rules and other federal regulations included therein;
- Preventing fraud and abuse; and
- Identifying innovative tools and techniques that support affordable housing goals.

- I. HOME INVESTMENT TRUST FUND.** The LEAD ENTITY will establish as part of its financial management system a separate HOME Investment Trust Account. The HOME Investment Trust account must be capable of separating appropriations, eligible expenditures, and repayments of HOME funds and program income.
- J. PROCESSING HOME PAYMENT.** LEAD ENTITY shall be responsible for processing HOME cash and Program Income drawdowns from HUD and reporting Program Income receipts to HUD.
- K.** The LEAD ENTITY shall be solely responsible for all reporting and maintenance of the Integrated Disbursement and Information System (IDIS) with regards to any activities undertaken by the SUBRECIPIENT prior to July 1, 2006. The SUBRECIPIENT shall provide any requested information to the LEAD ENTITY to support this responsibility, including all the data necessary to set-up a project or activity in IDIS and to complete the required Project Set-up Report, the Project Completion Report, and Program Income Reports.
- L. INDEMNITY.** The SUBRECIPIENT, to the extent allowed by law, agrees to save, indemnify and hold harmless the LEAD ENTITY from damages arising now or hereafter that are directly or indirectly due to the activities associated with the funds awarded by the consortium, or program income generated from funds awarded by the consortium, and performed by SUBRECIPIENT for which the LEAD ENTITY is not negligent. Likewise, the LEAD ENTITY shall save, indemnify and hold harmless to the extent allowed by law the SUBRECIPIENT from any damages arising now or hereafter that are directly or indirectly due to the activities associated with the consortium performed by the LEAD ENTITY and for which the SUBRECIPIENT is not negligent.

This section shall not be construed as 1) waiving the responsibility of the SUBRECIPIENT from payment of any penalties assessed by HUD related to the SUBRECIPIENT'S administration of their HOME Program project and activities; 2) waiving any defenses or limitation which the SUBRECIPIENT may have against any claim or cause of action by any person not a party to this agreement; and 3) hold harmless a SUBRECIPIENT for liability that may result from its failure to provide proper accounting or otherwise comply with State and Federal law and regulations.

Further, the SUBRECIPIENT shall immediately reimburse the LEAD ENTITY in full for any and all legal expenses for which the LEAD ENTITY shall become responsible in its role as LEAD ENTITY due to acts or omissions by the SUBRECIPIENT.

- M. AFFIRMATIVELY FURTHERING FAIR HOUSING.** The SUBRECIPIENT shall certify and ensure that it will take all reasonable and necessary actions that affirmatively further fair housing in compliance with 24 CFR Part 5.
- N. AMENDMENTS.** All amendments to this Subrecipient Agreement must be in writing and signed by duly, authorized representatives of the LEAD ENTITY and the SUBRECIPIENT.

- O. SEVERABILITY.** Invalidation of any one or more of the provisions of this Subrecipient Agreement shall in no way affect any of the other provisions thereof, which shall remain in full force and effect.

The City of Greensboro, acting in its capacity as LEAD ENTITY of the CONSORTIUM, and the City of High Point, acting in its capacity as SUBRECIPIENT, have signed this Subrecipient Agreement and the respective governing boards have duly approved this Subrecipient Agreement. Pursuant to such approval and the proper officials having signed this Subrecipient Agreement, the parties hereto agree to be bound by the provisions herein set forth. The terms and provisions of this Subrecipient Agreement are authorized by applicable laws and regulations.

ATTEST:

CITY OF GREENSBORO, NORTH CAROLINA

City Clerk

By: _____
ASSISTANT CITY MANAGER

Approved as to form and legality:

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

City Attorney

Finance Director

RECOMMENDED BY:

Department Head

Date

ATTEST:

CITY OF HIGH POINT, NORTH CAROLINA

City Clerk

By: _____
CITY MANAGER

Approved as to form and legality:

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

City Attorney

Finance Director

RECOMMENDED BY:

Department Head

Date

EXHIBIT A

**City of High Point/Greensboro HOME Consortium
Pre-July 1, 2006 Projects Earning Program Income as of 6/30/2017**

Address	IDIS Activity ID #	Total HOME Assistance
212 W. Willis	559	\$2,354.00
1118 Denny	638	\$2,500.00
1517 E. Commerce	642	\$6,300.00
621 Fairview	659	\$4,588.00
406 Cedar	663	\$32,635.00
521 Warbler	699	\$2,500.00
203 Thomas	705	\$2,500.00
606 Ashburn	710	\$2,500.00
1611 Beaucrest	732	\$2,500.00
220 Woodbury	733	\$2,500.00
819 Nance	737	\$2,353.00
903 Fairview	822	\$1,409.00
904 E. Lexington	825	\$2,134.00
198 N. Hall	826	\$2,500.00
217 Friendly	929	\$4,590.00
502 Meredith	930	\$4,177.00
1634 N. Hamilton	931	\$3,971.16
707 Arlington	994	\$5,000.00
600 Oakview	1215	\$2,747.00
466 Wadsworth	1218	\$5,000.00
1205 N. Hamilton	1219	\$1,318.19
810 Park	1223	\$7,500.00
470 Wadsworth	1229	\$5,000.00
805 Joines	1231	\$5,000.00
1705 Beaucrest	1314	\$5,000.00
808 Park	1315	\$7,500.00
2604 Woodruff	1320	\$5,000.00

CITY OF HIGH POINT CONSORTIUM PROGRAM INCOME QUARTERLY REPORT

Quarter: _____

Date Range: _____ through _____

The City of High Point will report and remit any program income generated from affordable housing activities funded under the HOME Program originally made available by the Consortium and undertaken by the City of High Point while a member of the Consortium prior to July 1, 2006.

Please submit backup documentation that totals the amount to be receipted.

Total Program Income to Receipt \$ _____

Signature of Authorized Representative: _____

Date: _____

CITY OF HIGH POINT

AGENDA ITEM



Title: Authorize E-Z-Go Golf Cart Rental Agreement with PNC Equipment Finance LLC

From: Jeffrey A Moore, Financial Services Director

Meeting Date: August 21, 2017

Public Hearing: No

Advertising Date / N/A

Advertised By:

Attachments: Form of Resolution

PURPOSE:

City staff must be authorized to execute the golf cart equipment rental financing agreement in order that the new fleet of E-Z-Go golf carts and equipment may be delivered to Oak Hollow and Blair Park golf courses.

BACKGROUND:

The City Council awarded the original contract for golf carts in July 2008 to Textron/EZ-Go for three 3-year fleet replacement leasing cycles. At its May 1, 2017 meeting, City Council authorized the one-time extension to the bid and contract at no additional costs to the City. The contract cannot be extended again.

As promised at that time, Financial Services staff is now bringing the related financial leasing agreement to City Council for that specific approval.

BUDGET IMPACT:

The annual value of the rental financing agreement is \$124,505.00, as provided in the adopted FY2017-2018 Annual Budget. No additional funds are required. Funds for the contractual obligation will be required annually through FY2020-2021.

RECOMMENDATION / ACTIONS REQUESTED:

City Council is requested to authorize the City Manager, Financial Services Director, and any additional City officials required to execute all necessary documents in connection with the Rental Financing Agreement with PNC Equipment Finance LLC.

FORM OF AUTHORIZING RESOLUTION/EXTRACT OF MINUTES

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

A resolution of the Governing Body of City of High Point, NC authorizing the execution and delivery of a Master Equipment Lease-Purchase Agreement with PNC EQUIPMENT FINANCE, LLC, as lessor, and separate Lease Schedules thereto for the acquisition, purchase, financing and leasing of certain equipment within the terms herein provided; authorizing the execution and delivery of other documents required in connection therewith; and authorizing all other actions necessary to the consummation of the transactions contemplated by this Resolution.

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

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

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

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

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

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

Section 2. The form, terms and provisions of the Master Lease (including the form of Lease Schedule and Payment Schedule attached thereto) are hereby approved in the forms presented at this meeting, with such insertions, omissions and changes as shall be approved by the _____ [insert title of officials] of the Lessee (the "*Authorized Officers*") executing the same, the execution of such documents being conclusive evidence of such

approval. The Authorized Officers of the Lessee are each hereby authorized and directed to sign and deliver the Master Lease, each Lease Schedule thereto, each Payment Schedule relating thereto and any related exhibits attached thereto if and when required; *provided, however*, that, without further authorization from the governing body of the Lessee, (a) the aggregate principal component of Rent Payments under all Leases entered into pursuant to the Master Lease shall not exceed \$555,786.10; (b) the maximum term under any Lease entered into pursuant to the Master Lease shall not exceed 36 months; and (c) the maximum interest rate used to determine the interest component of Rent Payments under each Lease shall not exceed the lesser of the maximum rate permitted by law or [ten percent (10%)] per annum. The Authorized Officers may sign and deliver Leases to the Lessor on behalf of the Lessee pursuant to the Master Lease on such terms and conditions as they shall determine are in the best interests of the Lessee up to the maximum aggregate principal component, maximum term and maximum interest rate provided above. The foregoing authorization shall remain in effect for a period of two years from the date hereof during which the Authorized Officers are authorized to sign and deliver Leases pursuant to the Master Lease on the terms and conditions herein provided and to be provided in each such Lease.

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

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

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

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

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

Date: _____, 20__

[SEAL]

(Secretary/Clerk)



**COMMUNITY HOUSING, NEIGHBORHOOD DEVELOPMENT and
PUBLIC SAFETY COMMITTEE**

Committee Members: Golden, Ewing, Alexander and Williams

Chaired by Council Member Golden

August 8, 2017 – 10:00 A.M.

3RD FLOOR LOBBY CONFERENCE ROOM

MINUTES

Note: A quorum of the Committee was not present

Present:

Chairman Jeff Golden

Absent:

Committee Members Latimer Alexander, Chris Williams and Jason Ewing

Staff Present:

Randy McCaslin, Deputy City Manager; Randy Hemann, Assistant City Manager; Mike McNair, Director of Community Development; Thanena Wilson, CD Administrator; Lori Loosemore, Supervisor- Code Enforcement; Michelle McNair, Community Resource Manager; Alisha Doulen, Community Resource Specialist; Lauren Atwell-Bass, Community Resource Specialist; Richard Fuqua, Affordable Housing Manager, Vicky Embry, Transportation; Maria Smith, Deputy City Clerk and Lisa Vierling, City Clerk

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

- Small Builders Incentive Program
- Presentation: Update on the Core City Homebuyer Incentive Program

Chairman Golden called the meeting to order at 10:00 a.m.

1. Review – Small Builders Incentive Program

Mike McNair, Director of Community Development & Housing, explained the City Council approved the Small Builders Incentive Program in mid-May. When the program was initially set up, it was determined that funds would not be released until closing, but then there was a motion made to release funds at the issuance of a Certificate of Occupancy. Mr. McNair advised that staff could not offer assurances that it would be a homebuyer purchasing the property at that point in time. He stated the purpose of the program was to design it to meet the priorities for home

ownership, but they could not control the outcome and he wanted to raise awareness of this. Council budgeted \$100,000 for the pilot program when it was set up.

As there was no other committee members present, Deputy City Manager Randy McCaslin suggested to put this on the next CH ND & PS Committee Agenda for discussion.

2. Update – Core City Homebuyers Incentive Program

Mr. McNair reported on the criteria for the Core-City Homebuyer Incentive Program:

- ✓ Down Payment/Closing Assistance- \$7,500
- ✓ 5-Year Deferred Loan at 0% Interest
- ✓ Loan Forgiven at 20% each year
- ✓ Property must be primary residence and located in the Core
- ✓ Property sales price not to exceed \$200,000

He shared a map identifying the location of the activities and provided an update on the stats as follows:

- ✓ 64 applications received (56 closed, 5 pending, 3 withdrawn)
- ✓ Average price of homes: \$109,215
- ✓ Average age of homebuyers: 41
- ✓ Average household income: 92% of AMI
- ✓ Total Incentives expended or reserved: \$407,500 (\$277,500 local; \$130,000 federal)

3. Update- Traffic Calming Devices

Mr. McNair reported that staff has been working on traffic calming in neighborhoods for four years and recently completed installation of four sets of speed cushions in the Washington Terrace neighborhood. He then shared a recent video that was produced by Fox8 News featuring some residents in the area. He advised that staff has received a lot of positive feedback from the neighborhood.

Vickie Embry with the High Point Transportation Department confirmed that the speed cushions were installed around July 18th and reported one of the issues they encountered with the installation was the pavement did not have adequate width, so the 7-inch bolt used to anchor the speed cushions actually hit the dirt. She advised that it may not stay.

Mr. McCaslin inquired about the cost for the speed humps. Ms. Embry replied a set of three costs approximately \$3,000. She then advised that a petition with 75% of the signatures is required and staff currently has two sets of petitions waiting to be vetted. One criteria is that the speed limit must be lowered to 25 m.p.h. on the streets where the speed cushions have been requested.

Mr. McCaslin asked about the process used to evaluate the effectiveness of the traffic calming devices. Ms. Embry stated that staff attends the neighborhood meetings to get their input as to noise, whether or not they feel it is working, etc..... She advised that these speed humps are temporary in nature and explained there is some uncertainty as to how long or how effective these speed humps will be over time, but if it is determined that they are slowing traffic down with good results, the speed humps could be installed with real asphalt.

Mr. McCaslin asked staff to provide another update after the neighborhood meeting that is scheduled for September 14th.

4. Update – Nuisance Liens Collection Program

Mr. McCaslin provided an update on the Nuisance Liens Collection Program. Approximately \$18,000 has been collected thus far between the City of High Point and Guilford County. Just under \$1 million in liens were billed along with the property tax bills. Staff is happy with the response thus far and anticipates seeing a huge increase in collections with the next report.

There being no further business to discuss, the meeting adjourned at 10:20 a.m.

Respectfully Submitted,

Lisa B. Vierling, MMC
City Clerk

Jeff Golden, Chairman

CITY OF HIGH POINT

AGENDA ITEM



Title: Introduction of Recommended Master Developer For Catalyst Project

From: Randy Hemann

Meeting Date: August 21, 2017

Public Hearing: N/A

Advertising Date: N/A

Advertised By: N/A

Attachments: Master Developer RFQ
Sidewalk Development Qualifications

PURPOSE:

To Introduce Tim Elliott of Sidewalk Development as the recommended Master Developer for the City's Catalyst Project. Elliot would be responsible for coordinating and initiating the proposed private development on City owned land around the Multi Use Stadium.

BACKGROUND:

City Council tasked Forward High Point (FHP) with carrying out a search for a Master Developer for the land around the stadium. FHP solicited qualifications through a RFQ process (RFQ attached) and is recommending Tim Elliot and Sidewalk Development serve as the Master Developer (Qualifications attached). Staff will be working with Elliot to further define the proposed development plan as well as the proposed structure of the development process. This work will result in a Development Agreement that will be brought to the Council for consideration in the near future.

BUDGET IMPACT:

N/A

RECOMMENDATION / ACTION REQUESTED:

N/A

CITY OF HIGH POINT

AGENDA ITEM



Title: Electric Digger Derrick Truck

From: Gary Smith, Fleet Director

Public Hearing: N/A

Attachments: Formal Bid Recommendation

Meeting Date: August 21, 2017

Advertising Date / N/A

Advertised By: N/A

PURPOSE:

The Electric Department is currently using a 2000 Ford F750 truck with a Terex digger derrick body that is in need of replacement due to age and hours. Using the National Joint Powers Alliance (NJPA) Contract 042815-TER a 2017 Freightliner truck with Terex 5048 Digger Derrick body is being recommended for Council approval.

BACKGROUND:

The Electric Department is currently using a 2000 Ford F750 truck with a Terex digger derrick that has over 10,800+ hours. The Freightliner truck with a Terex Commander 5048 digger derrick body is similar to the ones they are currently using and will meet their needs. The price of \$272,020 is for the truck, training, and delivery. The estimated delivery is 180-240 days.

BUDGET IMPACT:

Funds are available in 2017-18 budget

RECOMMENDATION / ACTION REQUESTED:

The Fleet Services Department recommends purchasing the new Freightliner truck with a Terex Commander 5048 digger derrick body from Terex Utilities Inc. and disposing of the old truck through the online auction.





**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT: Fleet Services

COUNCIL AGENDA DATE: August 21, 2017

BID NO.: NJPA CONTRACT NO.: 042815-TER DATE OPENED:

DESCRIPTION:

2017 Freightliner truck with Terex 5048 Digger Derrick body

PURPOSE:

The Electric Department is currently using a 2000 Ford F750 truck with a Terex digger derrick that has over 10,800+ hours. The Freightliner truck with a Terex Commander 5048 digger derrick body is similar to the ones they are currently using and will meet their needs.

COMMENTS:

The price of \$272,020 is for the truck, training, and delivery. The estimated delivery is 180-240 days.

RECOMMEND AWARD TO: Terex Utilities AMOUNT: \$ 272,020

JUSTIFICATION:

Using this bid allows the City of High Point to take advantage of the volume discount offered through the NJPA contract

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
501271	532401			\$ 272,020
TOTAL BUDGETED AMOUNT				\$ 272,020

DEPARTMENT HEAD: Gary L. Smith Digitally signed by Gary L. Smith
DN: cn=Gary L. Smith, o=City of High Point, ou=Elect
Services, email=gary.smith@highpointnc.gov, c=US
Date: 2017.08.09 13:21:35 -0400 DATE: Aug 9, 2017

The Purchasing Division concurs with recommendation submitted by the Fleet Services and recommends award to the lowest responsible, responsive bidder Terex Utilities in the amount of \$ 272,020.00.

PURCHASING MANAGER: Erik Conti Digitally signed by Erik Conti
DN: cn=Erik Conti, o, ou,
email=erik.conti@highpointnc.gov, c=US
Date: 2017.08.09 15:42:49 -0400 DATE: Aug 9, 2017

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=jffmoore@highpointnc.gov, c=US
Date: 2017.08.09 16:20:34 -0400 DATE: Aug 9, 2017

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: 2017.08.09 16:47:54 -0400 DATE: Aug 9, 2017

**NORTH CAROLINA
GUILFORD COUNTY**

INTERLOCAL AGREEMENT

THIS IS AN INTERLOCAL COOPERATION AGREEMENT made this the ____ day of _____, 2017, by and between **CITY OF HIGH POINT**, a municipal corporation in the State of North Carolina (hereinafter called the "CITY"), located at 211 South Hamilton, High Point, NC 27260, and **GUILFORD COUNTY**, North Carolina, a body politic and corporate (hereinafter called the "COUNTY") located at 301 West Market Street, Greensboro, NC 27402, and also collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, the North Carolina General Statutes §160A-461, provide that units of local government may enter into agreements in order to execute an undertaking providing for the continual exercise by one unit of any power, function or right, including the provision of municipal water and sewer collection infrastructure and services for a proposed county animal shelter site; and

WHEREAS, the COUNTY intends to purchase two parcels of land located at 979 and 926-R2 Guilford College Road for the purpose of constructing and operating a new animal shelter facility; and

WHEREAS, the site is located in the unincorporated area of the COUNTY between Greensboro and High Point and water and sewer collection service is currently not available at the site; and

WHEREAS, the water and sewer infrastructure will need to be extended to the site and it has been determined that the most feasible utility option is the CITY systems; and

WHEREAS, the COUNTY desires a commitment for water and sewer services before acquiring the parcels and the CITY hereby agrees to provide water and sewer utility services to the site; and

WHEREAS, the governing bodies of the CITY and COUNTY have ratified this Interlocal Agreement by resolutions being recorded in their respective minutes; and

WHEREAS, it is now desirable and in the mutual best interest of the CITY and the COUNTY that both parties enter into an agreement for the provision of municipal water and sewer collection infrastructure and services for provision of municipal water and sewer collection infrastructure and services for a proposed county animal shelter site in accordance with the terms and conditions hereinafter set out.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants, terms and conditions contained herein accruing to the benefit of each of the respective parties hereto, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. Liability. The COUNTY shall provide legal support and representation to its employees performing work under this agreement. The COUNTY shall handle all claims arising out of its operation of the animal shelter. The COUNTY agrees that the CITY shall have no responsibility or liability regarding any such claims.

2. Termination. This Interlocal Agreement may be terminated by either party by providing a twelve month notice prior to the start of the next fiscal year.

3. Notice. Notice under this Interlocal Agreement shall be deemed sufficient upon the mailing to the parties by certified or registered mail at the following locations:

Guilford County
County Manager
P.O. Box 3427
Greensboro, NC 27402

City of High Point
City Manager
P.O. Box 230
High Point, NC 27260

4. Amendments. This agreement may be amended from time to time upon mutual consent of the governing bodies of the CITY and the COUNTY as expressed in writing.

5. Engineering Design and Construction. The COUNTY shall be responsible for all costs associated with the engineering design and construction of the water and sewer infrastructure necessary to serve the development parcels. The COUNTY shall have the option of selecting an engineering firm and contracting for the construction of the systems and paying the engineering firm and contractor directly or requesting that the CITY contract for the design and construction of the water and sewer infrastructure and the COUNTY will reimburse the City in full for all associated costs and will do so within the thirty day demand for payment.

6. Design and Construction Specifications. It is understood that any and all portions of the infrastructure that will be dedicated to the CITY for ownership and operation shall be designed and constructed in accordance with CITY specifications and standards and any onsite infrastructure to be owned and operated by the COUNTY may not be required to comply with said specifications.

7. Schedule: If the COUNTY opts for the CITY to take responsibility for designing and constructing the system expansions, the CITY agrees to complete the design, permitting, easement acquisition (if any) and construction within nine (9) months of receiving a written notice to proceed from the County Manager.

8. Acreage Fees, Frontage Fees, Charges for Service. The CITY will waive all acreage and frontage fees for this project. The COUNTY will pay the connection fee or meter charges to connect to the system. The COUNTY will also be required to pay for all services received based on metered consumption.

9. Annexation. The CITY hereby agrees to provide water and sewer services to the COUNTY project whether the COUNTY requests annexation into the corporate limits or not. The site is not currently contiguous to the existing corporate limits but could potentially be satellite annexed upon request of the COUNTY. The COUNTY may request annexation at any time and

the CITY agrees to work with the COUNTY to determine the appropriate zoning district classification that would permit the intended land use.

10. Cancellation. Should the COUNTY decide not to construct the project at the above referenced site or should a more cost effective solution for water and sewer service become available, the County Manager shall notify the CITY of the need to cancel this Agreement as soon as possible. If cancellation becomes necessary after the CITY has incurred certain costs at the request of the COUNTY, the COUNTY shall reimburse the CITY for the actual costs incurred.

11. Binding Agreement. This agreement is binding on the parties and any amendments to the terms must be mutually to in writing by the parties.

IN WITNESS WHEREOF, the parties have executed this Interlocal Agreement in their respective names and titles, by their proper officials, all by the authority of appropriate resolutions of the governing bodies of each of the taxing units, duly adopted, as of the day and year first written above.

ATTEST:

By: Robin B Keller
Clerk to Board

GUILFORD COUNTY

By: Jeff Phillips
Jeff Phillips, Board Chair

THIS INSTRUMENT HAS BEEN
PREAUDITED IN THE MANNER
REQUIRED BY THE LOCAL
GOVERNMENT BUDGET AND
FISCAL CONTROL ACT

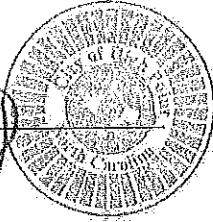
By: N/A
County Finance Director

APPROVED AS TO FORM

By: N/A
County Attorney

ATTEST:

By: *Lina D. Vertuno*
City Clerk



THE CITY OF HIGH POINT

By: *William S. Bencini, Jr.*
William S. Bencini, Jr., Mayor

APPROVED AS TO FORM

THIS INSTRUMENT HAS BEEN
PREAUDITED IN THE MANNER
REQUIRED BY THE LOCAL
GOVERNMENT BUDGET AND FISCAL
CONTROL ACT

By: *John B. Belfrage*
City Attorney

By: *Jeffrey M. Moore* 8/22/2017
City Finance Officer

CITY OF HIGH POINT

AGENDA ITEM



Title: Reappointments — Boards & Commissions

From: Council Member Cynthia Davis

Meeting Date: August 21, 2015

Public Hearing: N/A

**Advertising Date /
Advertised By:**

Attachments:

PURPOSE:

To reappoint Ed Price to the Parks & Recreation Commission.

BACKGROUND:

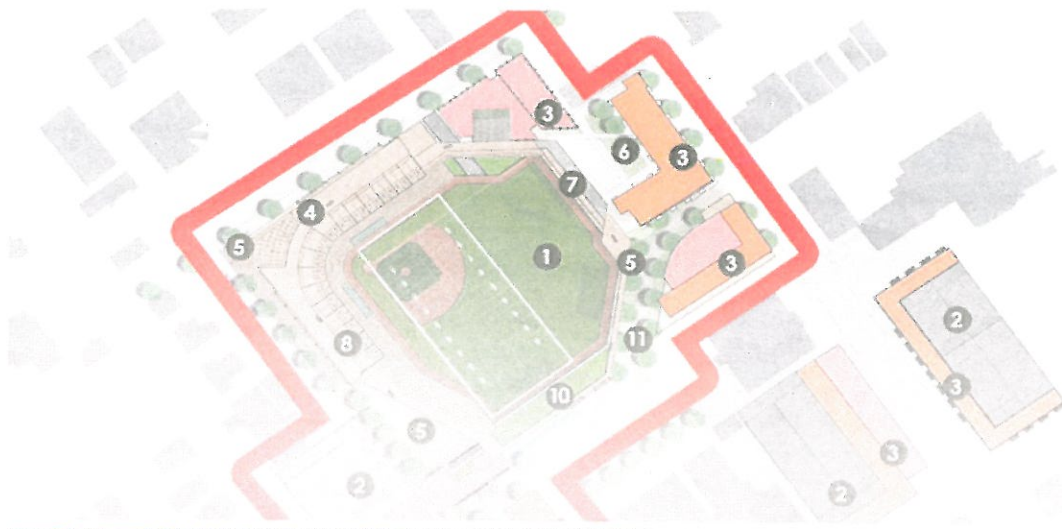
Council Member C Davis is recommending the reappointment of Ed Price to the Parks & Recreation Commission as her At-large appointment.

BUDGET IMPACT:

N/A

RECOMMENDATION / ACTION REQUESTED:

Reappoint Ed Price to the Parks & Recreation Commission effective immediately and expiring July 1, 2020.



MASTER DEVELOPER QUALIFICATIONS

HIGH POINT
North Carolina

**Multi-Purpose
Stadium Site
Development**

JUNE 30, 2017



**SIDEWALK
DEVELOPMENT**



Rebuilding the Art of The Stroll

June 27, 2017

Ray Gibbs, Executive Director Forward High Point

Email: ray.gibbs@forwardhighpoint.com

Phone: 336.420.2677

Re: Master Developer Request for Qualifications – High Point, N.C.
Multi-Purpose Stadium Site Development

Dear Mr. Gibbs –

We are pleased to present our response to the Master Developer document as outlined in the RFQ for the Multi-purpose Stadium Site Development.

Experience with complicated Master Developer projects, keen understanding of the legal instruments and financing stack required for Public Private Partnerships, and a genuine desire to partner with High Point to create a sustainable and rejuvenated urban center make Sidewalk Development pleased to have an opportunity to submit our credentials for your review.

Moreover, several visits to High Point and discussions with key leaders in the city help offer an understanding to the goals desired for this important project pivoting the destiny of the city. You will note our team's technical, financial, and legal experience for large similar projects make us a good visionary and technical development partner for High Point.

Should you have any questions or require any additional information, do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "T. Elliott", is written over a large, sweeping blue arc that extends from the left margin towards the center of the page.

Tim Elliott
Partner
Sidewalk Development

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- 03 C. Experience
- 04 D. Vision, Interest, Plan of Attack
- 05 Appendix (not included in page count)



01

Corporate Entity

CORPORATE ENTITY

Sidewalk Development

SIDEWALK DEVELOPMENT

Sidewalk Development is a firm that works exclusively with university cities to merge campus, community and commerce. We believe in a holistic development approach merging existing economic engines, and building a strong, long-term economy around a larger mixed-use vision. We partner with civic entities, university boards, and community leaders to set a sound vision which ultimately creates a more prosperous urban center. Our name, Sidewalk Development, is created with one thing in mind – "Recreating the Art of The Stroll".

We believe that a town's stroll can quickly determine economic success – or economic decay. Retail, hospitality, office, residential, culture centers, and open parks help to bring about a better Stroll. The key to success of a good stroll is in balancing built product in a phased and fundable vision.

Sidewalk Development founder, Tim Elliott, has actively participated in many university-led communities including: Rock Hill, SC (Winthrop University); Greenville, NC (East Carolina University); and Austin, TX (St. Edwards University). While a member of a previous development office, Sora Development, Tim directed the vision for such university town projects including: Durham, NH (University of New Hampshire); Jersey City (St. Peter's University); and a 180-unit apartment building in Richmond, VA (VCU Medical School).

The team proposed for this project includes:

Master Developer

Sidewalk Development– Master Developer
1122 Kenilworth Drive, Suite 418
Baltimore, Maryland 21204
443-604-1240

Team Consultants

- Hord Coplan Macht, Baltimore, MD - Project Architect (*Note, HCM will work with a local architect TBD)
- Ashton Design Group, Baltimore, MD - Branding/Wayfinding
- Stimmel Associates, Winston-Salem, NC - Civil Engineers
- Coakley Williams, Washington, D.C. - Project CM and Construction Estimator
- Sage Consulting, Baltimore, MD - Economic Impact Research
- Greenwich Group, New York, NY - Equity Partners

Sidewalk Development, headed by Tim Elliott – Partner, has been in business for the past 5 years as a real estate development company predominantly focused on aligning the interests of the private, municipal, and university stakeholders. There are 8 key members of the firm.

During the past 5 years, the firm has created, developed, and/or has under construction a total of \$558 million of university-centric developments throughout the US which includes:

- \$182 million for Rowan University and the town of Glassboro, N.J.
- \$275 million for Winthrop University and the town of Rock Hill, S.C.
- \$42 million for St. Edward's University in Austin, Texas
- \$27 million for an apartment complex in Richmond, VA
- \$32 million for East Carolina University in Greenville, N.C.

Sidewalk's portfolio addresses the many diverse challenges of integrating campus life, community culture, and commerce needs within a growing university town setting.

This is accomplished through careful study and understanding of:

- Preserving town heritage and culture;
- Utilizing current and projected economic engines;
- Promoting ratable academic and market rate investments;
- Adding jobs to downtown;
- Infusing meaningful retail, cultural, and hospitality offerings

Sidewalk Development is truly about jointly building and developing the "art of the stroll" in an intellectual community and destination for large-scale mixed use developments.



CORPORATE ENTITY

Sidewalk Development

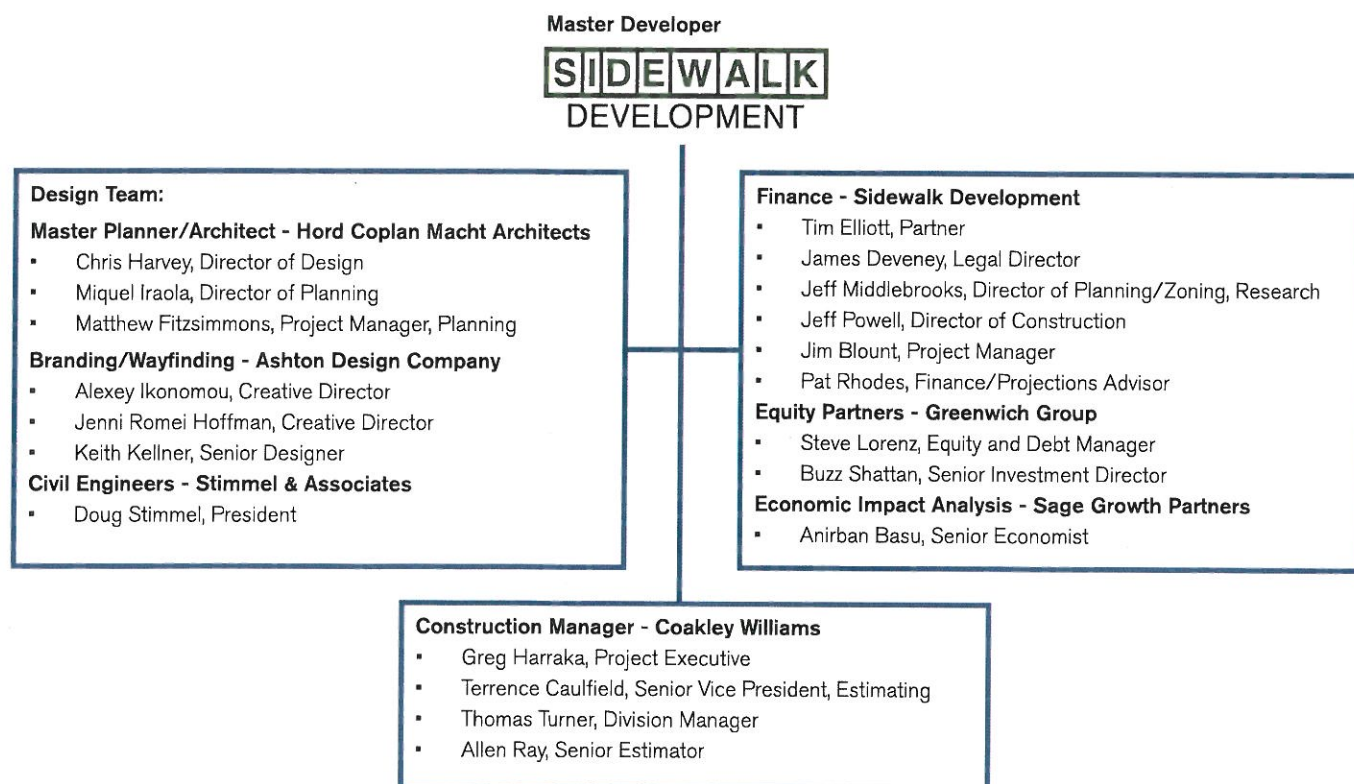
Sidewalk Development has the capabilities and is uniquely qualified for this project. Having developed two very large downtown urban redevelopment projects totaling over \$500 million in expected construction volume, combined with numerous individual projects in tandem with Universities, Sidewalk Development is eminently qualified to partner with the City of High Point, its business community, and key institutions.

Of note: This is indeed a PARTNERSHIP. This is not a simple case of purchasing property, and developing a single building type noted by a developer or contractor who portrays themselves as a Developer. I often describe Master Developer as the Conductor of the Orchestra. There are many talented musicians in an orchestra. The talented musicians play exceptionally well as a Solo Act. The Conductor merges these talents to a single cohesive movement and coordinates many musical pieces for a total performance.

Sidewalk Development is unique in its ability to merge campus, commerce, and community as various sections of the orchestra of High Point. Yes, we know Furniture is a key part of High Point brand. However, High Point must orchestrate an exciting livable and vibrant community beyond this singular notion of High Point Market which like the tides, ebb and flow with economic promise.

A Master Developer coordinates with key leaders, institutions and stakeholders to fuse a more stable and smooth, but growing, economy. Taking this journey is not for the weary. Data gathering among key leaders, market conditions, and knowing the political and legal environment is where to start. Sidewalk has created numerous PUD (Planned Unit Developments) plans that create the "rules of development" that incorporates density, architectural standards, open space ratios, and parking requirements, to name a few. Our legal department headed by Jim Deveney, helps municipal legal leaders co-author documents necessary and resolutions required by council to move matters forward.

ORGANIZATION CHART



CORPORATE ENTITY

Sidewalk Development

Overseeing the master plan, streetscape plans, infrastructure planning, coordination with local utilities to complete the plan is a unique skill for Sidewalk Development. Creating the Master Developer Agreement is a task that is quite onerous and could take 12-18 months to create. Sidewalk can shorten that significantly by utilizing its existing Master Development Agreements (including Phasing Plans, expected Tax Projection for the city, and parcel purchasing plans) for related and appropriate editing needs.

Lastly, the team selected for this project utilize a cohesive team already used by Sidewalk in related projects.

Hord Coplan Macht is the architect and master planner to partner with Sidewalk for providing vision of a mixed use community. Their portfolio matches VERY WELL with High Point needs including mixed-use development around the stadiums of Texas Rangers, and Kansas City Royals and St. Louis Cardinals. Beyond these stadium communities, they are most familiar with quality higher education campus design including the residential and campus needs that may result in the plan.

While wayfinding and signage may seem minor to the project, it is believed by Sidewalk to begin the new brand of High Point that is creating this investment as a new war on blight and urban banality. Vibrant identity from a website, to signage, to print pieces all create a sense of unity and direction. Our team of David Ashton Design has created exceptional stadium community graphics in urban centers including Camden Yards, Fenway Park, and Sarasota, Florida. They also work with higher education campuses for identity such as Johns Hopkins and have worked with Tim Elliott, Owner of Sidewalk Development, for the Rowan Boulevard project.

Lastly, local participation is MUST for such a venture. The investment made by the City should also be in participation of local companies. As a Master Developer, we will utilize local developers and builders to go vertical on parcels identified in the plan moving forward. Sidewalk has partnered in numerous projects in Rock Hill and Rowan to complete construction and development.

Our local civil engineer and landscape architect brings local utility, infrastructure and landscape preferences known in High Point. Utilizing Stimmel Associates is a great addition to a cohesive local approach.

The following core business activities will be performed by Sidewalk Development:

- Work with City and University to complete full vision of the site.
- Produce an achievable phased Master Plan.
- Conduct market and financial feasibility on each aspect of the project (senior housing, hotel, multi-family housing, office, retail, parking, etc.)
- Produce a Pattern Book for the entire site depicting architectural scale and character for all projects within the Master Plan
- Produce engineering studies for full site plan approval by State Environment Agency as well as local jurisdictional regulations and approvals
- Assess utility / infrastructure needs
- Conduct all public charrettes to produce final Master Plan.
- Create all project budgets and delivery schedules
- Work to establish appropriate public entity leases (if any) and provide design, finance, and construction for each project
- Establish TIFs, if necessary
- Establish architectural regulations for the entire project
- For project components that will be owned Sidewalk Development, we will bring the project through the permitting, financing, and construction process.

Sidewalk Development Operating Agreement, Certificate of Good Standing and Formation Document are included in Tab 5 - Appendix, which is not included in the 60 page limit.

CORPORATE ENTITY

Team Members Experience



Contact Information:

750 E. Pratt Street
Suite 1100
Baltimore, MD 21202
phone 410 837 7311
fax 410 837 6530

Locations:

Baltimore, Maryland
Alexandria, Virginia
Denver, Colorado

Years In Business:

40 Years

Staff:

250 employees

Master Planner/Architect

In 1977, Hord Coplan Macht was founded with the goal of providing exceptional architectural, landscape architectural, planning and interior design services to our clients. We provide these services for mixed-use, commercial office, retail, multifamily, senior housing, healthcare, education, and historic preservation markets with award-winning expertise on a local, regional and national level. We approach each project as a unique challenge with solutions derived from an innovative, collaborative and sustainable design process. Through this process, we forge lasting relationships with our clients that extend well beyond a singular project. It is the strength of these relationships, coupled with the satisfaction of the end users, which provides the metric by which we measure our success.

Hord Coplan Macht combines deep experience in the residential, office and retail markets with strong urban design principles to create efficient, innovative building solutions and dynamic places. We are accomplished in a broad range of project and construction types, including new construction, renovations, adaptive-use, low-rise, podium and wrapper, mid- and high-rise buildings, from wood frame to concrete and steel structures. Our design excellence is balanced by a rigorous quality control process and strong technical expertise. We augment our practice through research and teaching initiatives in the areas of design and construction technologies. It is our goal to create buildings which enhance the well-being of their occupants, create economic and brand value for our clients, and provide meaningful, long-lasting contributions to their communities.

CORPORATE ENTITY

Team Members Experience

TEXAS LIVE!

Arlington, Texas



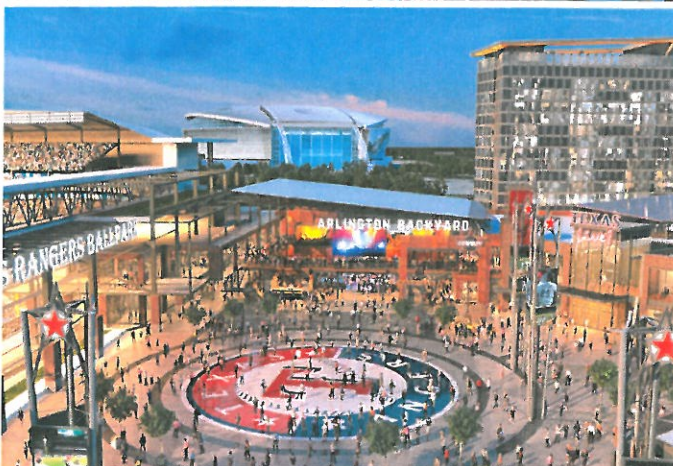
Texas Live! is a \$250 million dining, entertainment and hospitality district being developed by Major League Baseball's Texas Rangers, The Cordish Companies and the City of Arlington. The District, which sits between Globe Life Park and AT&T Stadium, is expected to include 200,000 square feet of dining and entertainment spaces, a 300+ room upscale convention hotel, 35,000 square feet of meeting and convention space as well as an outdoor event venue that can hold up to 5,000 people. Texas Live! is part of a greater \$4 billion vision for the Arlington Stadium District that includes the Rangers new \$1 billion ballpark and the preservation of Globe Life Park.

Hord Coplan Macht is working with the development team to design three major venues that will anchor the entertainment district: Rangers Republic, Live! Arena and Arlington Backyard.

Rangers Republic will be the "ultimate fan clubhouse" for Texas Rangers fans during home and away games and all year-round. The two-level, 30,000 square foot family-friendly dining and entertainment venue will include authentic team memorabilia and history.

Live! Arena will be a multi-level facility that will feature more than 35,000 square feet in dining and entertainment options. A 100 ft LED screen will be the centerpiece, a two-story, retractable glass facade will flow into a 10,000 square foot outdoor beer garden. There will also be a performance stage for concerts.

Arlington Backyard is an outdoor pavilion that will be the "backyard" of Texas Live! With a capacity of 5,000 guests, it will have a permanent roof so that it can be used throughout the year. The venue will host more than 250 annual events including cultural activities, art shows, regional and national concerts, charitable functions and community events such as festivals.



CORPORATE ENTITY

Team Members Experience

BALLPARK VILLAGE 2

St. Louis, Missouri

Hord Coplan Macht is leading the planning and design of this multi-phase, mixed-use project adjacent to Busch Stadium and Ballpark Village 2 in St. Louis, developed by The Cordish Companies.

The project is an exercise in placemaking, displacing several blocks of surface parking in order to create a new vibrant live/work/play community with Busch II Stadium as its southern edge and the existing Live! entertainment building at its heart. The project includes multiple new buildings, a new streetscape and outdoor entertainment spaces tying the district together.

In addition to the planning and landscape components, there are three major architectural components of the development. The first is a high-rise residential mixed-use building on the eastern-most block with 296 units and 9,750 sf of retail space directly adjacent to the ballpark entrance. The western-most block is a 11-story mixed-use building with 121,000 sf of office space and a 187 key boutique hotel, with an additional 24,000 sf of retail in the base. Both buildings integrate structured parking. The third element of the plan is a 20,000 sf event pavilion with a public market at grade and a private event space above.



CORPORATE ENTITY

Team Members Experience

HALF STREET BALLPARK

Washington, DC



Hord Coplan Macht is leading the design of the Half and N Street mixed-use development across the street from Nationals Park. The project includes 460,000 sf of Class A mixed-use property located in Square 701 at Half Street SE and N Street SE in Washington, DC.

The scope includes a 435-unit apartment building over 60,000 sf of retail. All of the construction will be over a three-level underground parking garage.

Hord Coplan Macht is providing architecture and landscape architecture services through entitlement, design and construction.



CORPORATE ENTITY

Team Members Experience

COAKLEY WILLIAMS CONSTRUCTION

Construction Manager

Firm Profile

Coakley & Williams Construction, Inc. (CWC), a privately owned firm established in 1961, is regarded as one of the preeminent contractors in the greater Washington/Baltimore region. The leadership of the firm is stable, cohesive and accessible. CWC is consistently ranked among the largest regional Contractors by the Washington Business Journal and is also ranked among the Top 400 Contractors and the Top 100 Design/Builders in the nation by Engineering News Record.

CWC has significant experience with construction of mixed-use projects located in urban settings. We have significant experience as an active and collaborative participant working with both private and public owners and design teams on over 140 Design-Build projects.

CWC is a corporation organized in the State of Maryland. The company owners and officers are Patrick Caulfield, President and Terrance Coakley, CEO. Pat and Terry are very active in the day-to-day activities of the company, regularly visit the projects under contract and remain directly accessible to clients to address potential concerns at the highest level of our organization. With this streamlined communication hierarchy, issues can be addressed and resolved before they become detrimental to the project's schedule.

Terrence Caulfield LEED AP BD+C, DBIA, Senior Vice President, also serves as Secretary/Treasurer for CWC. Terrence has led the firm's estimating department for the past 31 years and will be the point of contact for CWC.

The company is headquartered in Bethesda, Maryland and maintains no other corporate offices. Therefore, all policies, procedures, staffing decisions, strategic planning, and corporate oversight originate from and are implemented by our local office. Accordingly, the level of service offered to our customers and the manner in which we conduct business is consistent and predictable.

**COAKLEY
WILLIAMS
CONSTRUCTION**

In-House Capabilities

In support of our project teams, CWC has the necessary resources to support our approach to this project. We have 125 full-time employees with groups focused on the following integrated services:

- Quality Control
- Virtual Design & Construction (BIM)
- Scheduling
- Safety
- Sustainability
- Accounting (GMP)
- Preconstruction
- CBE and Workforce Utilization

We have in-house staff capable of interpreting detailed design drawings and converting them into fully detailed, coordinated shop drawings.

Relevant Company Qualifications

Our firm annually constructs several million square feet of various building types as Design/Builder, Construction Manager and General Contractor. We have significant experience with mixed-use construction projects including office, retail, restaurant and hotels, as well as university projects. Please refer to the fact sheets enclosed for a sample of these projects.

Accredited Quality Contractor

Since 2003, CWC has achieved certification through Associated Builders and Contractors as an Accredited Quality Contractor (AQC). The AQC program provides national accreditation and recognition to construction firms demonstrating a commitment to quality in safety, employee benefits, training and community relations and outreach activities.

Sustainable Design

CWC is committed to Sustainable Design in all of its projects and provides training for key staff members in all design disciplines so that sustainable strategies become a standard part of all building and site development projects.

CORPORATE ENTITY

Team Members Experience

CWC engages its resources in continual education and training to stay at the forefront of the practice of Sustainable Design. The firm has access to and uses the latest information on green building trends, policies, and products. CWC is a member of the U.S. Green Building Council and is experienced using the Leadership in Energy and Environmental Design (LEED) rating system. CWC sponsors LEED Accreditation for its employees and more than 1/3 of its operations staff are certified as LEED Accredited Professionals. In addition, our proposed project team members are either LEED Accredited or LEED Experienced by working on LEED certified projects.

Representative LEED projects by CWC include:

- William O. Lockridge Bellevue Library – Gold
- Rosedale Recreation Center & Library – Gold
- Woodridge Neighborhood Library – Gold
- Kenilworth Recreation Center – Gold
- IDEA Public Charter School – Gold
- Sidwell Friends Lower School – Gold
- American University/WAMU Renovation & Modernization – Gold
- Marine Corps University – Research Center/Academic Instruction Facility - Gold
- Southern Maryland Electric Cooperative Engineering/Operations Center – Gold
- William A. Jones III Building – Gold
- Thomas Hunter Lowe House of Delegates – Gold
- Equipment Maintenance & Operations Center - Gold
- Washingtonian Office Building South – Gold
- Armed Forces Medical Examiner Facility – Gold
- Jewish Primary Day School – Silver
- Washington Research Library Consortium – Silver
- Southern Area Aquatics & Rec Center – Silver
- Merritt Middle School MPD Conversion – Silver
- Payne Elementary School – Silver
- International Commission on Clean Transportation (ICCT) – Silver
- Administration Facility/Warehouse - Joint Base Anacostia/Bolling - Silver
- Goodpaster Hall at St. Mary's College – Silver
- La Plata Readiness Center – Silver
- Hot Lanes Operations Center – Silver
- Montgomery County Animal Shelter - Silver
- Convert and Renovate Company Operations Facility – Silver
- Pentagon Library and Conference Center – Silver
- Hangar 110 Modernization, Patuxent River - Silver
- Aircraft Research Support Facility - Silver
- Administrative and Operations Center, 902nd Military Intelligence Group - Silver

Safety

CWC administers a complete and thorough Safety Program. The goal of the Safety program is to protect the firm's employees, employees of subcontractors, clients and the public from actual and potential hazards on and around the job sites, and to ensure compliance with all applicable Federal and State standards. A project-specific Safety Plan is provided for each project, based on the project's specific requirements. Safe workplaces not only benefit the workers but facilitate and expedite the flow of work.

Every year since 2004, CWC has won the Associated Builders and Contractors' Safety Training and Evaluation Process (S.T.E.P.) Award. The STEP Award recognizes the company's Platinum Level achievement as an Accredited Quality Contractor and its on-going efforts in the development of a quality safety and health program. Our company's EMR of .83 also reflects a first class safety program.

Financial Status

CWC has an ongoing bonding relationship with The Continental Insurance Company, a CNA Company. The bond program consists of single jobs in excess of \$125,000,000 with a program in excess of \$400,000,000. We have ample capacity to undertake this project given our current backlog and commitments.

CORPORATE ENTITY

Team Members Experience

NATIONAL HARBOR DEVELOPMENT

National Harbor, MD

Location: National Harbor, MD Contract Amount: \$78,668,000

Owner: The Peterson Companies Completion Date: December, 2008

Contact: Mark Mittereder, (301) 704-3098

Size: 1.3 Million SF of offices, retail, garage and dining

Anchored by the half billion dollar Gaylord National Resort and Conference Center, National Harbor is a massive mixed unit community on 534 acres designed to provide 2,500 residential units, 4,000 hotel rooms and a convention center, one million square feet of retail, dining, and entertainment space, and 500,000 s.f. of Class "A" office space. Located on the Maryland side of the Woodrow Wilson Bridge, the development offers spectacular views of the Potomac River, Old Town Alexandria and Washington, D.C.'s landmarks.

Coakley & Williams Construction successfully executed the construction of 13 new construction and interior fit-out contracts comprising more than 1.3 million SF at National Harbor. This included two 5-story office/retail buildings totaling 158,180 SF, two 7-story parking garages with more than

one million square feet of parking, the Sales Center for National Harbor, Rosa Mexicano Restaurant, a fitness center, a restaurant shell, four retail shells, ErwinPearl Jewelry, Bella Cosmetic Surgery, and high-end corporate offices for the Owner of National Harbor, The Peterson Companies.

Structural systems included structural steel, precast concrete, and post-tensioned cast-in-place concrete. Excavations required sheeting and shoring. As a result of project's location adjacent to the river, the soils conditions were extremely poor, and more than one thousand precast concrete piles had to be driven to support the buildings.



CORPORATE ENTITY

Team Members Experience

MARINE CORPS UNIVERSITY

Quantico, VA

Location: Marine Corps Base, Quantico, VA

Owner: NAVFAC Washington

Architect: AECOM

Size: 188,000 SF

Cost: \$88,502,000

The Marine Corps University project involved the construction of a new Research Center, an Academic Instruction Facility, a Performance Theater and a parking structure. The 48,000 SF Research Center consists of a student study center, archival wing, and departmental office areas for the Archives and History Departments. Facilities include offices, administrative areas, creative spaces, and public spaces. The archival wing has climate controlled storage areas, a storage vault, and SCIF facilities.

The 129,000 SF Academic Instruction Facility consists of state of the art classrooms, video conferencing, training rooms, auditoriums, offices, snack bar, conference rooms, and equipment rooms. A 225,000 SF parking structure and extensive landscape for the traffic circle and quad were included.

An impressive performance theater rivaling the Kennedy Center completed the space and included extensive Audio/Visual, theater equipment, stage, catwalk, back-of-house areas, dressing rooms, theater seating, scene shop and fly lifts.

The project achieved LEED Silver certification.



CORPORATE ENTITY

Team Members Experience



Landscape Architecture, Civil Engineering and Land Planning

Firm Profile

Since its inception in 1986, Stimmel has combined the skill & creativity of landscape architects & planners with the dedication & experience of professional engineers to plan dynamic spaces for people to live, work & play.

Based in Winston-Salem, North Carolina, we are a full service Landscape Architecture, Land Planning & Civil Engineering firm with 30 years of experience in more than 200 communities in the southeast. With our expert professional staff of more than 40, including Land Planners, Licensed Landscape Architects & Civil Engineers, LEED Accredited Professionals & former governmental regulatory officials, we help a broad range of clients determine what to build & where to build it*. While our approach is grounded by practical experience, our objective is to create vibrant work integrated with the surrounding environment.

We are effective negotiators capable of reconciling diverse priorities & achieving timely approvals. As a result, Stimmel's work is compelling, financially viable & environmentally appropriate.

- 30 years in business
- 40+ Design & Engineering Professionals
- Licensed Landscape Architects
- Licensed Civil Engineers
- LEED Accredited Professionals
- Licensed in 6 states
- Offices in Winston-Salem & Charlotte
- 200+ Communities in the Southeast
- NCDOT Pre-Qualified
- Small Professional Services Firm (SPSF)

* Our Landscape Architecture, Land Planning, Civil Engineering & Urban Design firm is registered with the Secretary of State, licensed with the North Carolina Board of Examiners for Engineers & Surveyors & the North Carolina Board of Landscape Greenwich Group International, New York, NY



Equity and Debt Manager

Firm Profile

Greenwich was founded in 1995 by Simon Mildé. With his partner, Larry Baucom, they have assembled a senior executive team with more than 150 years of real estate experience. Each senior member brings a unique perspective that allows Greenwich to create unparalleled solutions for its clients.

Greenwich partners have also helped found two related companies to expand the capabilities and offerings we can provide:

- Terra Capital Partners, founded In 2002, a real estate investment management company
- Capital District Properties, formed in 2004, a development company focusing on luxury multi-family developments in the Albany, New York area

The executive team brings over 150 years of real estate experience to the table. For this endeavor, we have added Steve Lorenz and Buzz Shattan to our team.



Economic Impact Analysis

Firm Profile

Founded in 2005, Sage Growth Partners works with growth-minded organizations to solve complex problems, achieve sustainable growth, and create unique value. We will find and define clients' authentic value to the market through a rigorous discovery process that challenges inside-out thinking and leverages applied healthcare economics. We will unlock and describe value, uncovering unique capabilities, crystallizing use cases, and monetizing the benefits that customers will receive. We will identify and prioritize the most lucrative services, segments, and markets, delivering a segmentation strategy to ground and align commercial outreach activities. We will map a path for commercial growth with rigor and clarity around direct addressable market opportunities. We will formulate engaging, compelling messaging that elevates clients' brand reputation with targeted audiences.



CORPORATE ENTITY

Team Members Experience

ashton

Branding/Wayfinding

Sidewalk Development believes in their motto, "Rebuilding the Art of The Stroll".

One of the great place-making devices is Environmental Graphics incorporating Wayfinding Signage and Building Signage.

Tim Elliott has worked with Ashton Design on numerous projects including Rock Hill, SC and Rowan University wayfinding. If we are to weave the Stadium complex into its surroundings and create a unified district and or destination, no other firm has the credentials to offer this project for Environmental Graphics like Ashton Design as you will note.

Firm Profile

Ashton Design is a Baltimore-based design studio enhancing human experiences through identity, environment, print and digital projects. Since 1985, our collaborative approach from concept to implementation has earned us a reputation for unique, creative and timeless design. We embrace the challenge of designing for any size project—from business cards to national sports stadiums—by assembling a team of creative minds, researching the project goals, and applying proven practices to achieve desired outcomes.

The variety of work and range of clients that trust us to translate their visions into reality motivates us. From small business entrepreneurs, museums and nonprofit organizations to commercial developers, universities and large corporations, we love exceeding our clients' expectations. The output is always meaningful and authentic design, but the relationships we build along the way are as rewarding as the work itself.

There are lots of ways to talk about a design studio—the kind of work it does, its clients. I've always thought of Ashton Design as being about the people who are in it, how they support one another, and how devoted they are to this field."

DAVID ASHTON, FOUNDER

Establishing the Foundation

The foundation for success begins with a full immersion into everything about your project so we can internalize your culture, values and goals. We forge close, effective working relationships by listening to the stakeholders. All information is absorbed, assumptions tested and findings reported before starting to design.

Setting Priorities

Clients come to us for our expertise. You have ideas and goals but don't know where to begin. Our first step is prioritizing design components, establishing schedules and identifying project elements that require special coordination. Our attention to these details and timelines makes the entire process easy for you, allowing you and your team to make confident decisions.

Project Management

The Ashton approach is distinctive: Our designers manage their own projects, which means you communicate with them directly. From kickoff through production, they guide you through each phase and use their expertise to ensure design intentions are carried into every detail. Feedback and approvals are coordinated to be efficient and timely to stay on schedule and within budget.

CORPORATE ENTITY

Team Members Experience

ORIOLE PARK AT CAMDEN YARDS

Baltimore, MD

Client: The Baltimore Orioles, Maryland Stadium Authority, Delaware North Companies

Janet Marie Smith, Senior VP Planning/Development, 443.540.1193, jmsmith@dodgers.com

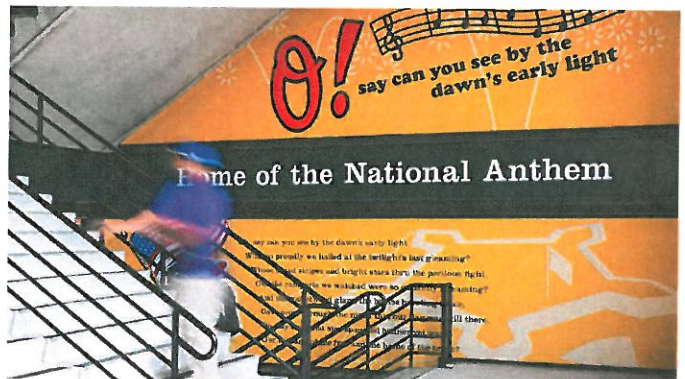
Gregory E. Bader, Vice President, Communications & Marketing, 410-547-6105, gbader@orioles.com

Environments: Placemaking; Architectural Signage; Wayfinding; Supergraphics

Identity: Logo Design; Illustration

It was at Camden Yards, working closely with urban planner Janet Marie Smith, that we first established and, over decades, refined our approach to environmental graphics for sports venues. We first branded the stadium as a destination with iconic elements, such as the scoreboard clock, before seamlessly integrating the Orioles' team brand throughout the concessions and concourses. We completed extensive research into the deep history

of the team that dates back to the 1880s, which inspired the murals and graphics implemented throughout the stadium. Consecutively awarded the Best Stadium Experience by Stadium Journey, Camden Yards set the standard for the modern fan experience with the charm of an old-fashioned park.



ashton

CORPORATE ENTITY

Team Members Experience

ED SMITH STADIUM

Sarasota, FL

Client: The Baltimore Orioles, Maryland Stadium Authority, Delaware North Companies

Janet Marie Smith, Senior VP Planning/Development, 443.540.1193, jmsmith@dodgers.com

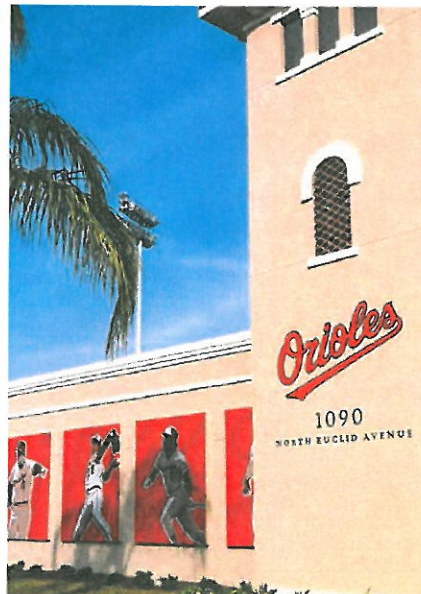
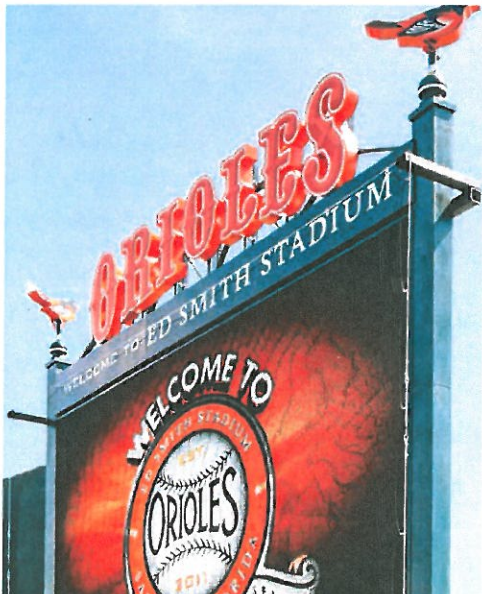
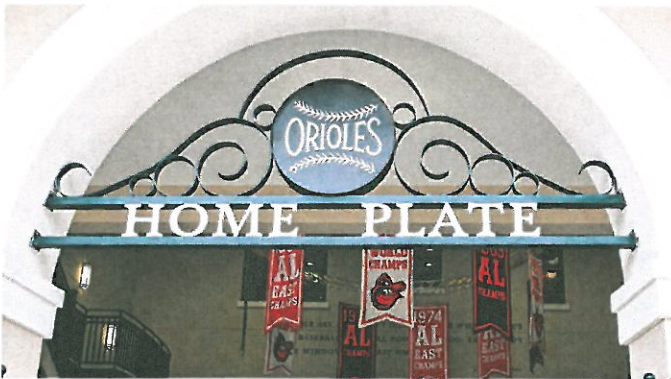
Trevor Markham, Director of Operations, 941-954 4101, tmarkham@orioles.com

Environments: Placemaking; Architectural Signage; Wayfinding; Supergraphics

Identity: Logo Design; Illustration

Ed Smith Stadium was considered a cold, run-down facility with Brutalist style architecture when the Orioles took it over in 2010. We sought to bring humanizing touches through the graphics and signage that pay homage to Camden Yards while embracing Sarasota's unique heritage

into a singular expression. The "Orioles" type across the scoreboard is reminiscent of the original one we designed for Camden Yards in 1992, and the ivy green gates are just a few of the elements that make Ed Smith the Orioles home away from home.



ashton



02

Financial Capacity

FINANCIAL CAPACITY

Most recent annual report(s)

See attached supplement

There are NO current non-performing loans or loan defaults in the last five years.

There are NO instances in which a member of the development team has been involved in litigation or other legal dispute regarding a real estate venture during the past five years.

Provide a statement as to whether the respondent or any officer, principal or principal employee has been adjudged bankrupt either voluntary or involuntary, or has been convicted of a felony in either case, within the last ten (10) years.

There are none.

Past history of raising capital and working with complex public financing instruments

Financial Information

Most recent annual report(s)

Personal Finance statements of the Development Partners are included in this section Coakley Williams statement is included.

List of any current non-performing loans or loan defaults in the last five years

None.

Description of instances in which a member of the development team has been involved in litigation or other legal dispute regarding a real estate venture during the past five years

None

Information about instances in which any member of the developer's team has ever filed bankruptcy.

None

Provide a statement as to whether the respondent or any officer, principal or principal employee has been adjudged bankrupt either voluntary or involuntary, or has been convicted of a felony in either case, within the last ten (10) years

No.

Past history of raising capital and working with complex public financing instruments

While with Sora Development, Tim Elliott directed the Design and Construction of the project. Jim Deveney, (now Attorney for Sidewalk), raised capital (Private Equity & Debt) for all projects in the Rowan Boulevard project. Companies Jim worked with to raise the capital include:

- Glenn Ercole, Ercole capital, Lutherville, MD
- Keyser Capital, Hunt Valley, MD
- Wilmington Trust, Wilmington, DE
- First Republic Bank, Philadelphia, PA

For the Rock Hill project, many sources of equity and debt were utilized including:

- Equity: Private Partners (which Elliott was a member) utilized a line of credit from South State Bank (which Elliott was a member)
- BB&T
- Federal and State Historic Tax Credits

For the High Point project, we will utilize Greenwich Capital Group of New York, NY for equity and any debt needs for the project.

Composition of Real Estate Portfolio by Type and % (in past 6 years)

Retail - 315,000 SF (Rowan 215,000/, Rock Hill - 80,000/ Greenville - 20,000)

Hotel - 260,000 SF (Rowan; 139 key Marriott Courtyard Hotel/rock Hill - 120 key Radisson Hotel

Student Housing; 626,000 sf (1,650 beds with another 950 currently in planning stage)

Market Rate Apartments; - 330,000 SF (180 units in Richmond, VA - VCU Medical/ and 75 units in Greenville, NC East Carolina University)

University-related Lease back structures - 108,000 SF (18,000 SF Honors College at Rowan University / 60,000 SF School of Continuing Studies at Rowan University / 30,000 SF Nutrition Management, Sports Management departments of Winthrop University

Athletic - 189,000 SF - Multi-court and city tournament center for Winthrop University and City of Rock Hill, SC

Parking Decks - 2,700 spaces (1,200-car 7-story parking deck for Rowan Boulevard and 1,500-cars in Rock Hill for 2 parking decks)

Office - 160,000 SF at Rock Hill, SC

Auditor-prepared financial statements will be required prior to the execution of any Development Agreement

FINANCIAL CAPACITY

The FINANCIAL documents listed below are included in a separate, confidential attachment. This financial information is CONFIDENTIAL and shall not be distributed beyond this purpose, nor made public.

- PFS statement of Partnership of Sidewalk Development (Brian Rogers - 50% owner, along with Tim Elliott, 50%). A combined \$54 million is stated herein.
- Accounting Statement of Coakley Williams - Construction Management consultant to Sidewalk on this project for Infrastructure and building schedule and estimates. Sidewalk Development is now directing the \$38 million project in Austin, TX for St. Edward's University -- Coakley Williams is Construction Manager for that project. We include this as they have excellent client base (in Higher Education and Multi-family) and it illustrates their solid financial footing for participating in this project with Sidewalk. Evidence is illustrated as I have been on projects where the CM can get overextended and lose bonding and lending to execute the projects. The vision will take years to complete, and having a solid CM is paramount to the long term prosperity of estimation and Constructibility execution.

Note: While you examine financial strength of the Development teams, most likely a new LLC entity will be formed specifically for this project. But financial footing of the Partners, who will participate in future buildings be examined..not the submitting entity, is key.



03
Experience

EXPERIENCE

Sidewalk Development

The matrix below details how each of our four relevant projects meets the specific criteria in the RFP. Each project is provided in detail in the following pages.

PROJECTS		Large, Master-Planned, Mixed-Use	Master Developer Agreement	College/University Association	Tax Credit	Collaboration with Local Developer	Public/Private Partnership	Student Housing	Market Rate Housing	Retail	Park	Senior Housing	Office & Hotel	Infrastructure Planning
	UNIVERSITY CENTER	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
	ROWAN UNIVERSITY	✓	✓	✓			✓	✓	✓	✓	✓	✓	✓	✓
	EAST CAROLINA UNIVERSITY	✓	✓	✓		✓	✓	✓	✓	✓	✓			
	ST. EDWARD'S UNIVERSITY			✓	✓			✓		✓				

EXPERIENCE

Sidewalk Development

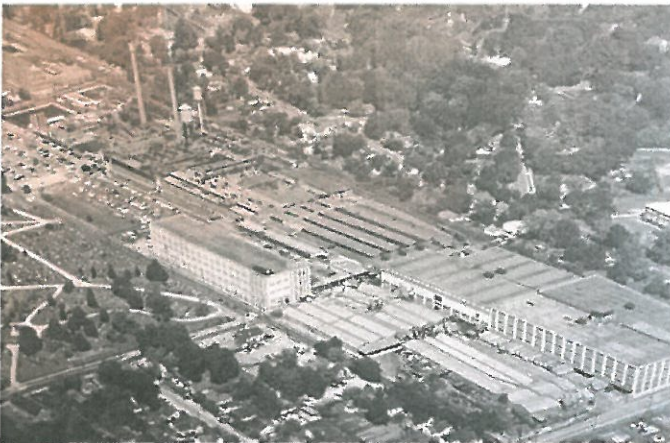
UNIVERSITY CENTER - MIXED-USE DEVELOPMENT

Rock Hill, SC

University Center is a real estate development of a 23 acre site that threads the history of this Mill town into a modern mix of:

- Commercial office space
- An indoor Athletic Complex with competitive courts
- 120 room hotel and banquet center
- Market Pavilion with retail and food vendors
- Restaurants and an indoor stage complex
- 500 bed student housing
- Market rate apartments
- Active Adult living
- Outdoor Festival spaces

Visit <http://universitycenter-rh.com/> for additional information



(Aerial view of University Center – before development)

Briefly, Winthrop University, located in Rock Hill, South Carolina, was interested in expanding its appeal to potential students, current students, and the local populace. After reading a "New York Times" article about the Rowan Boulevard project in New Jersey, university and local politicians contacted Tim Elliott to re-vision the downtown.

Tim created a master vision plan that united the university's campus with a vacant textile mill, known locally as "The Bleachery" that once employed 5,000. The purchase of the abandoned mill and land enabled the team to have the area designated as a historical site, which is important to gain access to Federal and State Historic Tax Credits combined with South Carolina Mill Tax Credits.



(Aerial view of University Center site – after demolition)

The acquisition was used to link up the university and city of Rock Hill. The goal of this project – what was termed as a "mill village" – was to make the town more accessible to college students, faculty, and staff while revitalizing local businesses that could contribute to the town's economy and tax base.

Besides helping current businesses thrive, the Rock Hill project also attracted new businesses and start-ups that represent a variety of industries. This was a natural partnership with the university, which helped supply talented students looking to expand their real world experience while complementing their academic careers.

The first step of the project was to repurpose the old textile buildings into spaces that would include office, restaurant, retail, hotel, student housing, and senior housing and a venue that would capitalize on the rapidly growing and successful Rock Hill market of "sports tourism" showcasing regional tournaments. Closely aligned with the sports venue were various departments at Winthrop that concentrate on physiology, sports management, exercise, and nutrition.

Connecting the town's past with the many offerings of the current day environment has created an entirely new venture that will provide short term, and long term, benefits over the next several decades.

UNIVERSITY CENTER - MIXED-USE DEVELOPMENT

Rock Hill, SC

CHALLENGES

Bringing the idea of Rock Hill into a new vision was not without challenges. The textile mill occupied over 23 acres and would have to be selectively demolished and identify renovation opportunities, while keeping the rustic industrial heritage and features of the property required for gaining approval of the Historic Tax Credits.

In addition, revenue and income were vital to the project's success. Sidewalk Development worked with various political entities to have the mill site designated as a historical site. This move produced a 25% tax credit for each of the three remaining buildings after demolition.

In addition to the Historic Tax Credits, every building in this project is available for the 25% mill tax, which translates to a minimal equity requirement for future construction loans and virtually guarantees a 20% IRR.

Clearing the site and preparing it for construction was another challenge. This was solved via a deal between Sidewalk Development the city of Rock Hill through introduction of a TIF (Tax Increment Finance). The TIF allowed the city to pay for demolition and transfer the costs to the developer through eventual taxes from the multiple buildings.

Another challenge was the large cost of Infrastructure required for the full site which included not only the land demolition and clean up, but also pay for the roads, utilities and Parking structures needed for the full project build out. The Sidewalk team worked closely with the city, county and local school district to increase the size of the TIF for the project upon demonstration that the phased construction tax revenues kept pace with TIF Bond Debt Service payments.

The development team worked with the city to create a Public Private Partnership in the creation of a needed venue for an Indoor Athletic Tournament facility that would host Basketball, Indoor Soccer, Volleyball and other such programs. The venue study showed that the project would attract 1,500-3,000 athletes per week for the various tournaments – thereby offering a leg up for success for a Hotel and retail incorporated in the project. The tournament center was privately developed and leased by the City Parks and Recreation commission.

Site Purchase by the Master Developer proved complex as the Sidewalk team agreed to sell eight parcels of land phased over eight years guaranteeing to repay the city for its costs into the original site purchase of the vacant Bleachery. This helped reduce Interest Carry cost by the developer if they had to buy the entire property up front.

PROPOSED DEVELOPMENT TIMELINE

- Convert Lowenstein Building for spaces including:
 - o Restaurants
 - o Offices
 - o Trolley barn or depot
 - o Venue to attract sports tourism
- Housing for Winthrop University students
- Research and innovation incubator
- Senior living community
- Trolley for public transportation
- Public spaces for parks and parking garages
- A textile history museum that pays homage to the Bleachery and Anderson Motor Co.,
- Pathway for cyclists and pedestrians decorated with ironworks from the still-standing boiler plant.
- Sidewalk Development purchased a 23-acre long-vacant textile mill that was adjacent to the university. Purchase enabled the site to become a federally designated historical site. This move produced a 25% Federal and State tax credit for the entire site. In addition,
- South Carolina has an Abandoned Mill credit of 25% for developers who are renovating vacant textile mills for all buildings (15) within the master plan – new or existing.
- These available credits greatly reduce the cash Equity required for Construction loans, and can generate between 25% and 50% immediate equity into buildings – creating superior returns for investors, or can greatly reduce the rent rate compared to existing product which has less building design and location appeal. With this project located 20 minutes south of Charlotte, the developer has created a low-cost attractive alternative in a "suburb" of the large city which fosters fill rates.
- Sidewalk Development negotiated a deal with the city of Rock Hill worth \$4.7 million for 23 acres. The developer will sell 8 parcels for \$9 million, creating a positive return.
- The city created a tax Increment Finance (TIF), and assumed fiscal responsibility for demolition, site cleanup, and all site utilities to be repaid by future tax on each building to the city within the planned construction.
- Rock Hill also guaranteed a 25-year lease on proposed buildings, which include an indoor athletic training and tournament center totaling 189,000 square feet. Office building renovation was achieved by converting a former industrial building, which totaled 220,000 square feet.

EXPERIENCE

Sidewalk Development

UNIVERSITY CENTER - MIXED-USE DEVELOPMENT

Rock Hill, SC

The acquisition was used to link up the university and city of Rock Hill. The goal of this project – what was termed as a “mill village” – was to make the town more accessible to college students, faculty, and staff while revitalizing local businesses that could contribute to the town’s economy and tax base.

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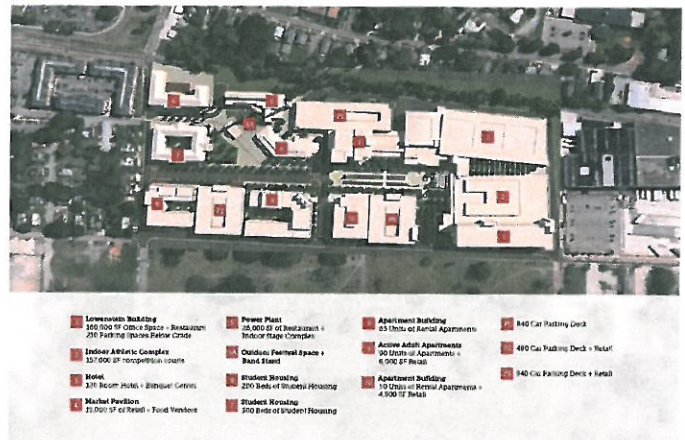
Aerial view of University Center



University Center - View of renovated existing historic Power Plant converted to Retail and Restaurants



University Center - View of Town Square – Rock Hill, S.C.



University Center – Master Plan with building key

ROWAN UNIVERSITY - MIXED-USE DEVELOPMENT

Glassboro, NJ

Rowan University is a public university situated in Glassboro, New Jersey. In 2000, the Borough of Glassboro wanted to redesign the downtown area, which was adjacent to the university.

After gathering information from residents and members of the city council, the vision for what would become Rowan Boulevard started to become clear. Citizens wanted a downtown that was walkable, contained local and national retailers, and offered a host of other attractions, including restaurants.



The challenge lay in amalgamating 26 acres of land that contained a variety of residences and businesses that were either abandoned or in various stages of decay. SORA Development, Tim Elliott's former employer, worked with the State of New Jersey to move the project in the right direction.

One of the first steps was SORA's creation of a master development plan, under the direction of Elliott, which utilized a variety of strategies, including a long-term Master Developer Agreement, Master Plan for 16 buildings on the entire property, and creation of a Tax Increment Finance (TIF) vehicle that helped fund early demolition, infrastructure and utility constructions. This placed the financial burden of demolition, site cleanup and maintaining all site utilities on the borough – payed back by future tax revenue of the project.

After groundbreaking in 2008, Rowan Boulevard came in to existence. Construction over the next two years included apartment complexes, a Barnes & Noble Collegiate Superstore, Starbucks, and a 129-room Marriot Hotel and Conference Center.

Today, the town and university continue to thrive, with \$3 million in tax monies generated and enrollment in the university doubling from 8,500 to 16,000 with projected enrollment over the next five years to reach 25,000 students. Prior to the Rowan Boulevard project, the same area of 92 properties collectively supported an aggregate of \$200,000 in tax revenue to the borough.

CHALLENGE

Making Rowan Boulevard a reality required a new approach to development projects between cities and universities.

SORA Holdings saw that one of the main challenges were purchasing the separate 92 private properties incorporating 26 acres of property. Interest Carry by the developer on the \$24 million needed to purchase the 92 properties up front would be costly and have upward effect on the rent rates within the project.

In order to solve this problem, the development team worked with the State of New Jersey to classify this parcel as a redevelopment district. This enabled property owners to receive the full appraised value of their property. The borough floated a Revenue Bond (with less interest cost than a private entity) for the entire 26 acres and Sora coordinated the full purchase in a mere nine months. The revenue bond was then backed by future taxes on this project.

SORA Holdings realized that, in order to move forward with its master development plan, the Borough of Glassboro would have to create a Tax Increment Finance (TIF). Through this TIF, the borough would assume fiscal responsibility for demolition, site cleanup, and all site utilities.

Working with the borough and the university, SORA Holdings was able to begin construction on the project, following its master development plan. Having already taken care of crucial steps, the project flowed smoothly – and quickly became the standard for similar projects across the country. The project was written about in the NY Times publication.

EXPERIENCE

Sidewalk Development

ROWAN UNIVERSITY - MIXED-USE DEVELOPMENT

Glassboro, NJ

GROWTH TIMELINE

- 2009 and 2010 the SORA-built Rowan Boulevard Apartments complex opens. These two buildings house nearly 900 students. In 2010 the Barnes & Noble Collegiate Superstore opens, which includes Rowan University's official bookstore and a Starbucks café.
- Whitney Center Honors Housing building opens in 2011 with housing for 300 students, a new Honors College, and 22,000 SF of retail.



- In 2013 a 129-room Courtyard by Marriott Hotel and Conference Center opens
- The year 2013 sees the opening of the Enterprise Center for Rowan University Continuing Studies. Boasting 53,000 square feet, and situated between the Marriott and Barnes & Noble, the center is home to:
 - Rowan's Division of Global Learning & Partnerships
 - Domino's Pizza
 - Gloucester County Chamber of Commerce branch
 - Lush Nails & Spa
 - Fitness Fuels eatery
 - The Boulevard Salon
 - HFM Investment Advisors
 - Treasures on Broadway Boutique
- Featuring medical, dining, and retail space 220 Rowan Boulevard opens in 2015. The 316,000 square foot building houses upper level students and market rate housing. Tenants include: Inspira Urgent Care; Cooper Bone and Joint Institute; South Jersey Federal Credit Union branch; Tony Luke's restaurant
- The 300-seat Chickie's & Pete's sports bar and restaurant opened in Fall 2016.

FINANCIAL

- The borough owned 92 separate land parcels for \$22.5 million that were needed to develop Rowan Boulevard. The finance interest on holding all of these properties until each of them were sold would be extensive. The development team worked with the state of New Jersey to classify this parcel as a redevelopment district. As such, condemnation powers could be used to acquire each parcel if necessary. This tool never was utilized. Each parcel owner negotiated sale to the development team.
- Property owners received the appraised value of their property and the entire parcel was purchased in 9 months. The money paid out was raised by a revenue bond, backed by future taxes on this project.
- SORA Development's master development agreement was comprised of a 12phase parcel breakdown. Creating this master vision, the work of Tim Elliott, now Owner of Sidewalk Development, was a key step in the city agreeing to create a tax Increment Finance (TIF), and assume fiscal responsibility for demolition, site cleanup, and all site utilities.
- Rowan University enrollment over the last seven years has grown from 8,500 before the project to 16,000. Projected enrollment over the next five years is 25,000.
- Tax revenue from 92 properties, prior to the master development agreement, was \$200,000. Seven years later the city is reaping \$3 million in taxes (growing to \$6 million per year at project completion), which is repaying debt service for revenue bond created for the land purchase.
- Coordination of Town Park (at right) for all season events was crucial in creating a cultural center and assisted retail base for sales.



ST. EDWARDS UNIVERSITY - MIXED-USE DEVELOPMENT

Austin, TX

St. Edward's University is growing, improving and consistently gaining national recognition. Meeting the needs of the 5,000 students by providing innovative campus facilities for living, learning and teaching is vital to continued success.

Beginning in May 2016, the final phase of the campus master plan with several construction projects to include a new on-campus apartment complex, major renovations for two historic buildings, and a new operations building is taking place.



Sidewalk Development was selected as the owner representative on the project, Coakley Williams is the General Contractor, and Sasaki Associates is the architect.



To satisfy the need for on-campus, student housing, construction of an apartment complex, with 450 beds, began in the Spring of 2016. This \$40 million project is scheduled to open in time for the Fall 2017 semester, further developing the university's vibrant residential campus. The fully furnished units, competitively priced, will provide students the convenience of living on campus and the opportunity to stay closely connected to the academic community during their time at St. Edward's.



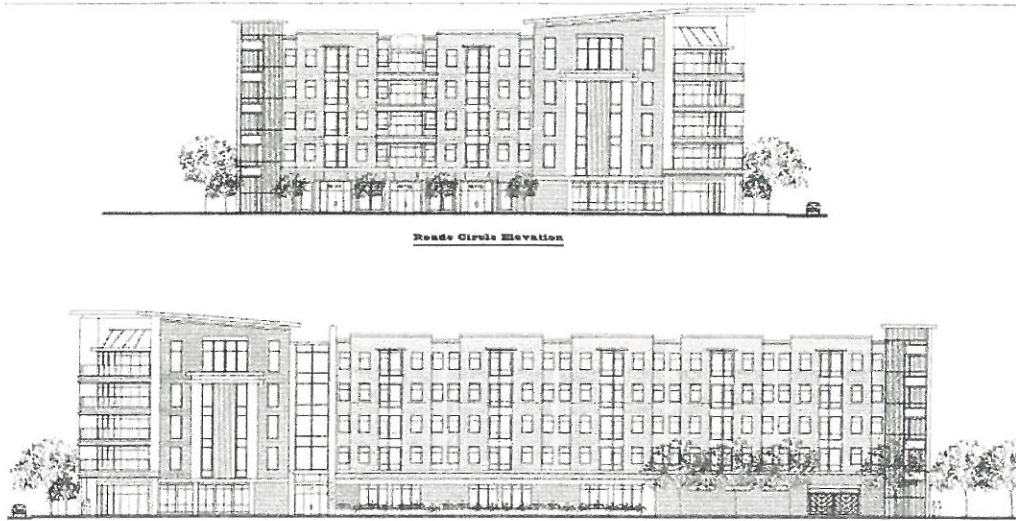
Sidewalk Development guided all design and construction including permitting and finance for this facility.

EXPERIENCE

Sidewalk Development

EAST CAROLINA UNIVERSITY - MIXED-USE DEVELOPMENT

Uptown Greenville, NC



Continuing the recent resurgence in the Dickinson Avenue Corridor, this development will help further the needs of the hospital and university community.

Uptown Greenville, NC – Plans for a \$32 million mixed-use investment in the Dickinson Avenue corridor are now underway by Sidewalk Development, an established real estate development firm with offices in Baltimore, Maryland, and Charleston, South Carolina.

Sidewalk announced they seek to sign a contract for the city parking lot at the corner of Dickinson Road and Read Circle. The firm plans to build a mixed-use project that will consist of the city's first 40-unit market rate apartment complex with 20,000 SF of retail, restaurant and office space, as well as a 60-unit student housing project.

Tim Elliott, a Partner with Sidewalk Development stated, "After examining the Dickinson Avenue Master Plan prepared by Ayers Saint Gross Architects of Baltimore, we are excited to have the opportunity to participate in the district vision by developing a mixed-use project that will help serve the hospital and university professionals in this corridor."

Plans call for the development of a 2-acre parcel where the firm intends to construct two buildings on the site – one market rate apartment complex facing Dickinson Avenue with all the housing amenities currently available in residential projects including a rooftop pool; and another building facing South Pitt that will be a student residential project.

We want to acknowledge Greenville's staff and city council. Their pioneering vision to complete the Dickinson Avenue Master Plan inspired private interest in this historically significant area. The Sidewalk Development project, using "Live. Work. Play." guiding principle, will have a major increase in our tax base, residential population and commercial/retail offerings."

"Great momentum and resurgence in the Uptown District has been experienced recently and we plan to only add to that success," Elliott further explains. "This development will become the new gateway that will help to demonstrate Greenville as a leader in urban redevelopment in this region," he continued.

EXPERIENCE

Sidewalk Development

Experience with Municipalities or Other Public Sector Entities.

Sidewalk Development and its founder, Tim Elliott, have negotiated numerous large public private agreements to affect the phasing, purchase and execution of complex urban projects. Sidewalk has created in the past 6 years two very large projects totaling over \$586 million in development, and over 47 acres of Urban property.

Examples include:

Rock Hill, SC (Winthrop University)

- 23 acre downtown site; 16 buildings envisioned, \$225 million in construction
- The city initially owned the 23-acre vacant Bleachery in downtown Rock Hill, SC adjacent to Winthrop University. Sidewalk Rock Hill, LLC was formed and managed by Elliott to first create the vision of the project in a master plan. This takes several coordination meetings with community, city and Planning departments to incorporate a PUD, or Planned Unit Development -- which is a legal instrument depicting the unique zoning restrictions of the entire site, creating a legal document depicting the Architectural covenants for the entire project. The Master Development Agreement took 8 months and 189 pages to complete and included:
 - Phased Development Agreements
 - Land Purchase Obligations
 - Funding Mechanisms for TIF (Tax Increment Finance)
 - MID (Municipal Investment District) obligations for backstopping tax payment obligations for debt service repayment
 - Tax Credit application and adherence documentation (Federal and State)

Glassboro, NJ (Rowan University)

- 26 acres of downtown revitalization; 12 phases; 1.3 million square feet; \$350 million

- Tim was project leader of this multi-phased downtown mixed use vision which initially amalgamated 92 properties into a cohesive 26-acre parcel connecting the university and Town Hall. The firm negotiated all buy outs of all 92 properties and transferred all property title work to the borough for inclusion in the new city owned master development. Tim, while at Sora Development, created the Master Plan, while Jim Deveney, now legal director at Sidewalk Development, created the Master Development legal instrument between the city and Sora Development (owner / developer) where Tim was Project Director. Tim also created the Architectural Covenants, and used Ashton Design (also included in this team for High Point) to create the standard signage package and wayfinding system for the entire project. Also created were Ground leases by the borough (city) for developers. The project also created a large 5-acre park to create urban Event space along with gardens for all seasons.

Use of New Markets Tax Credits and Other Applicable Tax Credits

Sidewalk utilized many economic development financial tools to produce construction in University City development. The firm utilized New Market Tax Credits in projects in New Hampshire while working with University of New Hampshire. The state's Economic Development agency worked with our firm to apply for the area allocated funding for the project. Typically, the project has to be Shovel Ready, and also, job generation are paramount for consideration.

The key to utilization of these funds impacting lower income communities. The High Point area is affected by Census Tract 106.02 in Guilford County North Carolina. As such, we need to identify not only the tract availability, but also the Allocation and NMTC allocates. Below is a partial list of available credit suppliers awarded allocations and their amounts.

Awardee	City	State	Year	Program	Amount	Service Area
Banc of America CDE, LLC	Washington	DC	2014	NMTC	\$55,000,000.00	National
Boston Community Capital Inc.	Boston	MA	2016	NMTC	\$55,000,000.00	National
Brownfield Revitalization, LLC	Raleigh	NC	2016	NMTC	\$70,000,000.00	National
CAHEC New Markets, LLC	Raleigh	NC	2016	NMTC	\$45,000,000.00	Multi-State
Habitat for Humanity NMTC, LLC	Atlanta	GA	2016	NMTC	\$55,000,000.00	National
National New Markets Fund, LLC	Los Angeles	CA	2014	NMTC	\$55,000,000.00	National
National Trust Community Investment Corporation	Washington	DC	2014	NMTC	\$45,000,000.00	National
People Incorporated Financial Services	Abingdon	VA	2016	NMTC	\$65,000,000.00	Multi-State
SunTrust Community Development Enterprises, LLC	Atlanta	GA	2016	NMTC	\$80,000,000.00	National
The Community Builders CDE, LLC	Boston	MA	2014	NMTC	\$40,000,000.00	National

Sidewalk Development will work in tandem with Forward High Point and High Point Economic Development department to introduce the project financials to these allocates.

EXPERIENCE

Sidewalk Development

References

Public Officials:

Allen M. Thomas, Mayor of the City of Greenville
P.O. Box 7207
Greenville, N.C. 27835
amthomas@greenvillenc.gov
252-902-9021 - cell

David Lawrence - City of Rock Hill, SC Project Manager for Knowledge Park
Knowledge Park Development Manager
Economic & Urban Development
City of Rock Hill
P.O. Box 11706
155 Johnston Street (29730)
Rock Hill, South Carolina 29731-1706
o: 803-326-3827
David.Lawrence@cityofrockhill.com
<http://cityofrockhill.com>

County/City:

Bianca Shoneman - Uptown Greenville
City of Greenville, N.C.
bianca@uptowngreenville.com
252-402-6888

Financial Partners

Bill Kinnear, (Rowan Project) -- with Keyser Capital
Greenwich Group - c/o Steve Lawrence
Brian Rogers/Wells Fargo

Others:

Kimberly Kvaal
Vice President for Financial Affairs
St. Edward's University
3001 S. Congress Avenue
Austin, TX 78704
Tel: (512) 448-8403
Cell: (415) 209-3832
www.stedwards.edu

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Managing Partner
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ST. EDWARD'S UNIVERSITY

Finance and Administration

March 29, 2017

Tim Elliott, Partner
Sidewalk Development
1122 Kenilworth Drive
Suite 418
Towson, Maryland 21204

Tim –

We have been working together for the past 2/1-2 years and I am writing this letter to express my sincere appreciation of the work you have provided thus far.

The value of an institutional developer, with a background in architecture such as yourself with your level of accountability and reliability is immeasurable. You and your team have illustrated a dedication to St. Edward's University that is second to none.

You have overcome many obstacles, are in constant communication with our University and have coordinated the architectural design efforts for this project. And for that, I thank you.

I would like to extend our sincere appreciation for your attention to detail and would welcome the opportunity to serve as a reference for you at any time. We are proud of the work delivered and can confidently call the work you and I are producing together - a tremendous success.

Thank you again for your dedication to me as well as St. Edward's University. We look forward to continuing our successful relationship.

Sincerely,

Kimberly Kvaal
Vice President for Finance and Administration
St. Edward's University



May 1, 2017

Tim Elliott, Partner
Sidewalk Development
1122 Kenilworth Drive
Suite 418
Towson, Maryland 21204

Tim:

Thank you for allowing me to offer this letter of recommendation on your behalf.

As you know, I and many other citizens of Rock Hill have worked for decades on how to revitalize what we formerly called our "textile corridor." But when a man named Tim Elliott visited our city his enthusiasm and vision became infectious for what is known today as "University Center," and now we watch as our collective dreams rise out of the ground just like a "phoenix rising from the ashes" !! The thought processes of Tim Elliott and your vision "for what could be" has been an incredible asset to Rock Hill and is helping transform our center city into our vision of becoming "Knowledge Park."

I have thoroughly enjoyed getting to know you Tim, and watching as the fruits of your vision and labor transform Rock Hill into the 21st century community we all want it to be.

With great enthusiasm, I am pleased to offer my recommendation on Tim Elliott and would be pleased to speak directly to anyone desiring additional information

Very truly yours,
OTS MEDIA GROUP

A handwritten signature in black ink, appearing to read "Manning M. Kimmel IV".

Manning M. Kimmel IV
Managing Partner

Past Chair, Rock Hill Economic Development Commission
Past Chair, York County Economic Development
Member, Rock Hill Sports Commission

P.O. Box 7207
Greenville, NC 27835
www.greenvillenc.gov



Telephone: (252) 329-4419
Fax: (252) 329-4435
Email: amthomas@greenvillenc.gov

ALLEN M. THOMAS
MAYOR
CITY OF GREENVILLE

May 4, 2017

Tim Elliott, Partner
Sidewalk Development
1122 Kenilworth Drive
Suite 418
Towson, Maryland 21204

Re: Letter of recommendation

Tim,

On behalf of the City of Greenville, N.C., I am writing this letter to express my sincere appreciation for your vision and real estate development acumen.

Your views on economic growth, job creation and aligning the interests of the private and municipal stakeholders are innovative, thought-provoking and forward-thinking.

It is with great pleasure that I provide this letter of recommendation. Should you need anything further, please feel free to call on me.

Sincerely,

Allen Thomas
Mayor of Greenville, N.C.

Tim Elliott, Partner
Sidewalk Development
1122 Kenilworth Drive
Suite 418
Towson, Maryland 21204

Tim –

It is my pleasure to offer this letter of recommendation.

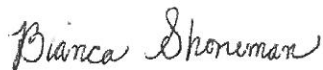
I have thoroughly enjoyed the time we have worked together on the Uptown Greenville initiatives. Thank you. Through your vision and expertise we are moving this forward. Your insight on how to “marry” a Public, Private Partnership has provided a creative means for a successful alliance.

There are dozens of ways of forming a public-private partnership. Each one is unique and can be designed to meet the exact needs of the local community. You have been a true team player and always manage to foster positive discussions and bring the best out of others.

Your work will continue to be a beneficial to our community and I am pleased to offer this letter of recommendation.

Please feel free to have others contact me to discuss your qualifications and what you bring to a successful partnership.

Sincerely,

A handwritten signature in cursive script that reads "Bianca Shoneman".

Bianca Shoneman
Uptown Greenville

EXPERIENCE

Sidewalk Development Resumes

Timothy Elliott – Partner, Sidewalk Development **Partner-in-Charge - Project Director/Director of Vision**



Tim Elliott is a Partner with Sidewalk Development responsible for the vision, planning and entitlement process for all new development projects. Tim brings more than 25 years of experience in architecture, design, administration and project management across developments ranging from \$20 million to \$380 million in value.

Prior to his experience as a principal developer, Tim was a partner in a large architecture firm headquartered in Baltimore, MD. His firm produced designs for higher education projects in 27 states and seven countries, including University campuses, healthcare facilities and corporate headquarter projects throughout the East.

The work of Sidewalk Development and Tim Elliott, in particular, has appeared in several articles about the unique design and development trends in campus-town development including the Wall Street Journal, New York Times and Charlotte Observer.

A Maryland native, Tim attended the University of Maryland earning a BS in Architecture. He now lives in Baltimore, Maryland with his wife and two daughters and enjoys painting, photography and is a genuine Walt Disney aficionado enamored with its culture, planning and operation skills. "All I ask is to balance a great sense of adventure, community, and skilled operation into any real estate plan."

Relevant project experience:

- University of New Hampshire – downtown mixed-use project - http://www.fosters.com/article/20130503/GJNEWS_01/130509666
- University Center – mixed-use development project with Winthrop University <http://universitycenter-rh.com/>
- Rowan University – mixed-use development as featured in "The New York Times" <http://www.sidewalkdevelopment.com/wp-content/uploads/2014/11/Glassboro-NJ-Gambles-on-a-University-Partnership.pdf>
- St. Edward's University – mixed-use development project in Austin, Texas
- St. Peter's University – mixed-use development in New Jersey – as featured in "The Wall Street Journal" <http://www.sidewalkdevelopment.com/unlikely-tower-mates-wall-street-journal/>
- VCU Medical University – Apartment complex, Richmond, Virginia

EXPERIENCE

Sidewalk Development Resumes

James R. Deveney, Legal Director, Sidewalk Development



Demonstrated competency in principal level development, construction management, organizational structuring and equity oversight services. Assignments have been exclusively Owner/Lender side, protecting and representing the interests of those entities.

In depth experience consulting for and collaborating with top NYSE real estate equity and investment trusts, consulting on development/construction for UK, Swiss, Norwegian and Canadian clients, and broad exposure in entitlement, pre-construction, construction means/methods, contracts, and dispute resolution on a national basis.

Both as a team leader and team player, Mr. Powell has been involved in the direct management of diverse projects nationwide. In addition to starting, managing, and marketing his own firm, he has been a key asset in the start-up, management and systems implementation for large regional and national developers. In short, comfortable and capable at all levels.

Relevant project experience:

- St. Edwards University 450-bed Student Housing facility; Dir. Of Construction for Sidewalk Development
- The Seasons at Prince Creek, Myrtle Beach, SC – Land Development Consultant.
- Union Station Redevelopment Corp.- Washington, DC – Capital Projects Management Practices.
- Cascades WGV – Development Consultant-Top 50 Nationally Ranked over 55 - St. Augustine, FL.
- York Capital Management – Black Creek/Black Mountain Equity Oversight – Chattanooga, TN.
- Ingleside King Farm – 105 million dollar/700,000 s.f. Retirement Community (CCRC) –LEED-Building, Site and Public Improvements – Rockville, MD.
- Leucadia International – Equity Oversight – Market Commons-Retail and Residential Mixed Use Development / 300 million dollars – Myrtle Beach, SC.
- Montrose Crossing – Adaptive Reuse Retail Renovation – 115,000 s.f. – Montgomery Co. MD.
- River Bend Golf and Country Club – Fairfax County Special Exception – Golf Course Renovation.

As Sidewalk Development Legal Director, Jim serves as the leader of our Legal team. He manages the day-to-day legal operations of Sidewalk Development. This role includes:

- Negotiation and preparation of contracts including leases, construction, architecture, consulting, and confidentiality agreements.
- Responsible of monitoring covenants and filings related to financings
- Participates in the analysis of legal and tax structures of new deals and investment opportunities
- Coordination of outside counsel related to the entity operations, including any outstanding litigation, government filings, permitting and entitlement, among others
- Acts as an active participant and provide legal support for activities associated with leasing, financing and other typical real estate transactions on a large scale from letter of intent through closing (including the drafting, review and negotiating of contracts, agreements and transactions).
- Advises team members on all facets of real estate transactions and real estate issues generally.
- Works closely with officers and employees in minimizing corporate risk while maintaining a competitive business environment.
- Anticipates and identifies legal issues of concern to the company, and develop strategies and solutions to resolve situations.
- Works closely with outside counsel to ensure that cost effective and high quality legal services are provided and, as required, oversees the effective use of outside vendors.

EXPERIENCE

Sidewalk Development Resumes

Jeff Middlebrooks – Director of Planning/Zoning, & Research **Planning and Research Demographic, Market, and Zoning Analysis**



Mr. Middlebrooks has extensive experience in urban planning, organizational planning for public development, managing developer competitions, negotiating disposition agreements, and the oversight of physical development.

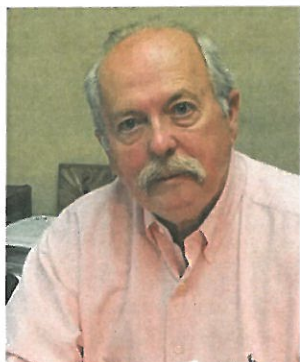
Jim has worked with Tim Elliott and Sidewalk Development on various design, development and construction project so more than 12 years on such projects as:

- Rowan University in Glassboro, N.J.
- University Center in Rock Hill, S.C.
- St. Edward's University in Austin, Texas
- Greenville – downtown mixed-use project
- Springfield, MI/Missouri State University – downtown mixed-use center
- Greenville, N.C. – waterfront park revitalization program coordination with the City Planning & Zoning Department for a PUD completion

EXPERIENCE

Sidewalk Development Resumes

Jeff Powell – Director of Construction Equity Oversight and Project Management



Demonstrated competency in equity oversight, development, construction management, and organizational structuring. Since founding the company in 1991, assignments have been exclusively Owner/Lender side, protecting and representing the interests of those entities.

In depth experience consulting for and collaborating with top NYSE real estate equity and investment trusts, consulting on development/construction for UK, Swiss, Norwegian and Canadian clients, and broad exposure in entitlement, pre-construction, construction means/methods, contracts, and dispute resolution.

Mr. Powell has been involved in the direct management of diverse projects nationwide. Currently projects include a \$40 million student housing complex at St. Edward's University in Austin, TX for Sidewalk Development; and BioFire Diagnostics, a \$100 million corporate headquarters and manufacturing facility in Salt Lake City. Serving both as the Owner Representative.

Relevant project experience:

- The Seasons at Prince Creek - Land Development Consultant - Myrtle Beach, SC.
- Union Station Redev. Corp.- Consultant – Cap Projects Management Practices - Washington, DC.
- Cascades WGV – Development Consultant-Top 50 Nationally Ranked over 55 - St. Augustine, FL.
- York Capital Management – Equity Oversight – Black Creek/Black Mountain – Chattanooga, TN.
- Ingleside King Farm – Owner Rep - 105 million dollar/700,000 s.f. Retirement Community (CCRC) 242 Apartments and amenities–LEED Building, Site and Public Improvements – Rockville, MD.
- Leucadia International – Equity Oversight – Market Commons-Retail and Residential Mixed Use Development / 300 million dollars – Myrtle Beach, SC.
- Oak Harbor/Grand Harbor – Owner Rep - 888 acre Adult Lifestyle Community – Vero Beach, FL.
- Happy Trails Resorts – Construction Manager - 320 acre full amenity (2,000 lot) RV resort including full site infrastructure, golf course, amphitheater and dining /activity facilities - Surprise, AZ.
- Walter E. Washington Estates – Owner Rep - 141 Unit Townhouse Development - Washington, D.C.
- NPS Pharmaceutical – Owner Rep - Corporate Headquarters/Lab – Salt Lake City, UT.
- NPS Pharmaceutical – Owner Rep - Laboratory/Research Facility – Toronto, Canada.
- Crowne Plaza Hotel – Consultant - Construction Claim/Contract Evaluation – Ogden, UT.
- Circuit City Stores – National Account Construction Manager – New, structural renovations, repositioning, and reconfiguring of projects nationwide.
- Outlet Retail Evaluation/Europe – Consultant - Abegglen /Union Bank Switzerland - Zurich.
- Courtship Tennis Facility – Owner Rep -Adaptive reuse of television studios - San Francisco, CA.

EXPERIENCE

Sidewalk Development Resumes

Jim Blount - Project Manager



North Carolina project manager having experience managing Sidewalk Development's Greenville, NC Dickinson Avenue corridor urban renewal initiative.

Jim worked with local legislature and local brokerage community to help Sidewalk Development through the development process for its \$32 million downtown mixed use project near East Carolina University.

EXPERIENCE

Sidewalk Development
Resumes

Pat Rhodes – Finance/Projections Adviser



Well-rounded real estate professional with extensive investment and development experience across a broad range of asset classes and risk profiles. Proven track record of successfully managing complex deals from inception through completion, including large-scale real estate development projects and sophisticated financial transactions.

Pat was instrumental in assembling all project proforma with Tim Elliott on the following:

- Rowan University – mixed-use project
- University Center, Rock Hill, S.C. – mixed-use project
- St. Edward's University – Austin, TX
- Springfield, MI

EXPERIENCE

Hord Coplan Macht
Resumes

Chris Harvey, AIA – Director of Design



Mr. Chris Harvey is an award-winning architect, and a principal and director of design for Hord Coplan Macht. With more than 25 years of professional experience, Mr. Harvey is responsible for the design and management of a variety of projects including urban mixed-use buildings, urban high-rise residential development, adaptive use, campus housing, office buildings, corporate interiors, retail and cultural institutions.

Mr. Harvey's work is bounded by a strong identity within context, yet remains crisply elegant and modern. He views every project as an opportunity to create, design and inspire. His detailed aesthetic and superior quality of work have led to many prestigious awards for design excellence. Mr. Harvey serves at the University of Maryland and Morgan State University as a visiting critic and he mentors students in the professional practices program.

EDUCATION

Bachelor of Arts, Architecture, Syracuse University School of Architecture, 1988

PROFESSIONAL LICENSES

Registered Architect: District of Columbia

RELEVANT EXPERIENCE

Ballpark Village 2

St. Louis, Missouri

- Hord Coplan Macht is leading the planning and design of this multi-phase, mixed-use project adjacent to Busch Stadium and Ballpark Village 2 in St. Louis, developed by The Cordish Companies. The project is an exercise in placemaking, displacing several blocks of surface parking in order to create a new vibrant live/work/play community. There are three major architectural components of the development. The first is a high-rise residential mixed-use building on the eastern-most block with 300 units and 15,000 square feet of retail space directly adjacent to the ballpark entrance. The western-most block is a 10-story mixed-use building with 100,000 square feet of office space and a boutique hotel, with additional retail in the base. Both of these contain structured parking. The third element of the plan is an event pavilion with a 10,000 square foot public market at grade with a private event space above.

800 Fleet Street

Baltimore, Maryland

- This project is a new 18-story mixed-use multi-family project, with retail and parking below. There will be 282 units totaling 323,000 sf of residential space, 6,100 sf of retail, 3,300 sf of office space, and 284 parking spaces.

Anthology

Washington, DC

- Located between two existing office buildings on trendy 'H' Street NE, this mixed-use infill project will feature 307 market-rate apartments, over 10,000 sf of street front retail in a combination of hi-rise concrete and wood frame construction. Carefully designed to reflect the experience of the surrounding neighborhood context, the street level will be activated with a coffee shop, specialty shops, and urban grocer. Below ground structured parking for approximately 390 vehicles will be provided.

Half Street Development

Washington, DC

- The project is a new two-phase urban mixed-use high-rise with multifamily, retail and hotel uses in the first phase and condominium in the second. The project is partially constructed over an existing underground parking structure which will be expanded across the entire site. Located in the emerging navy yards neighborhood of DC, and adjacent to the main gate of Nationals Park, the project will feature multiple restaurants, a planned public fitness club, and roof top amenities for both the multifamily and the condominium uses. When complete the development will bring approximately 360 new residential units to the neighborhood.

Texas Live!

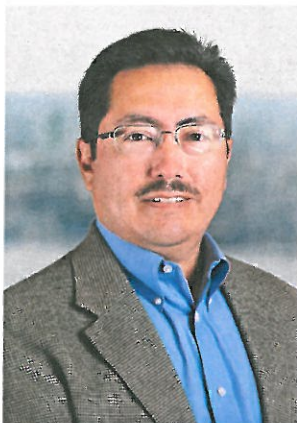
Arlington, Texas

- Texas Live! is a \$250 million dining, entertainment and hospitality district being developed by Major League Baseball's Texas Rangers, The Cordish Companies and the City of Arlington. The District, which sits between Globe Life Park and AT&T Stadium, is expected to include 200,000 square feet of dining and entertainment, a 300+ room upscale convention hotel, 35,000 square feet of meeting and convention space as well as an outdoor event venue that can hold up to 5,000 people. Texas Live! is part of a greater \$4 billion vision for the Arlington Stadium District that includes the Rangers new \$1 billion ballpark and the preservation of Globe Life Park.

EXPERIENCE

Hord Coplan Macht
Resumes

Miguel Iraola, RLA, ASLA – Director of Planning



Mr. Miguel Iraola is a planner and landscape architect with substantial experience in land use planning and urban design. With more than 28 years of private and public sector planning experience, he leads the firm's planning studio. Prior to joining HCM, Mr. Iraola was an urban design coordinator for the Maryland-National Capital Park and Planning Commission where he was responsible for urban design and regulatory assignments in the Silver Spring/Takoma Park planning area. His private sector experience includes Torti-Gallas and Partners and LDR International. Mr. Iraola brings experience in complex visioning projects, stakeholder consensus building, town planning and community master planning. A strong believer in placemaking, he strives to create tangible strategies and craft community-based solutions informed by an appropriate response to context. Mr. Iraola is a licensed landscape architect in the State of Maryland and Commonwealth of Virginia and has lectured to numerous universities and professional organizations on topics ranging from urban revitalization to transit-oriented development. He is a member of the American Society of Landscape Architects, American Planning Association, Urban Land Institute and the Congress for the New Urbanism.

EDUCATION

Master of Landscape Architecture, Kansas State University, 1988

Bachelor of Science in Landscape Horticulture, Colorado State University, 1982

PROFESSIONAL LICENSES

Licensed Landscape Architect: Virginia and Maryland

PROJECT EXPERIENCE

Black Hill Germantown

Germantown, Maryland

- Master planning, entitlement, landscape architecture and architecture for a 107-acre mixed-use development. Development program included 1,200 units and 1.09 million sf of commercial as well as entitlement, design and detailing of streetscape, open space amenities and public art and park space.

West Howard Avenue, Urban Design Study

Kensington, Maryland

- Design and physical improvement strategies for the revitalization of an eclectic business community in Kensington, Maryland. The study area included a variety of small businesses and artisan studios, as well as a maintenance facility belonging to the State Highway Administration (SHA). Recommendations addressed architectural character, façade improvements, achieving pedestrian safety, wayfinding, vehicular circulation and parking, redevelopment opportunities, stormwater management, refuse containment, street lighting, building aesthetics and sustainability strategies.

Colesville Commercial Area Design Study

Montgomery County, Maryland

- Design and physical improvement strategies for the revitalization of five centrally-located, neighborhood-serving businesses and retail nodes along the highly visible New Hampshire Avenue corridor in Colesville, Maryland.

Oxford Square

Howard County, Maryland

- 122 acre transit-oriental development near MARC. Land use planning, site planning and rezoning for the largest TOD in Howard County, Maryland.
- The plan for a sustainable transit-oriented neighborhood on 122 acres will include 1,300 dwelling units, 600,000 sf of office, 20,000 sf of community-oriented retail with community facilities and an elementary school.

Seminary Hills and Towers Redevelopment Plan

The City of Alexandria, Virginia

- This project is a 22.6 acre redevelopment of a suburban garden apartment community in Alexandria, Virginia.
- The urban design vision for this 1,163 dwelling unit community is a contemporary interpretation of traditional urban place ing principles of Old Town Alexandria, where streets and public spaces are vital civic elements.

EXPERIENCE

Hord Coplan Macht
Resumes

Matthew Fitzsimmons, AIA, AICP, LEED AP – Project Manager, Planning



Mr. Matthew Fitzsimmons has focused his career on his passion for urban design and sustainable community planning. As a planner and architect with 15 years experience, his project management and design skills have enabled him to think about the important role of good urbanism in designing sustainable places. He has managed numerous urban design projects ranging from new town plans, comprehensive plans, suburban and urban infill developments and transit-oriented developments (TOD). He has worked with many academic institutions to help them improve their campuses and communicate their goals to the surrounding community.

His experience as a Project Manager on TOD projects totals over 650 acres including 11,000 residential units and 3 million square feet of commercial. These projects exhibit his understanding of the integral relationship between transportation, land use and design to create vibrant and sustainable communities.

EDUCATION

Master of Architecture, Master of Community Planning, University of Maryland School of Architecture, Historic Preservation and Planning, College Park, Maryland, 2004

Bachelor of Science, Towson University, Baltimore, Maryland, 2000

PROFESSIONAL LICENSES

Registered Architect: Maryland, New York

LEED Accredited Professional

Certified Planner with the American Institute of Certified Planners

PROJECT EXPERIENCE

National Harbor, Mid-Town Master Plan

Prince George's County, Maryland

- Urban design and master plan for 8.12 acres development for an urban residential neighborhood adjacent to the retail / waterfront town center.
- The multi-phase plan provides 750 dwelling units surrounding a common open space.
- Buildings and site design take advantage of topography to capture views of the Potomac river and Washington DC skyline.

West Howard Avenue, Urban Design Study

Kensington, Maryland

- Design and physical improvement strategies for the revitalization of an eclectic business community in Kensington, Maryland. The study area included a variety of small businesses and artisan studios, as well as a maintenance facility belonging to the State Highway Administration (SHA). Recommendations addressed architectural character, façade improvements, achieving pedestrian safety, wayfinding, vehicular circulation and parking, redevelopment opportunities, stormwater management, refuse containment, street lighting, building aesthetics and sustainability strategies.

Oxford Square

Howard County, Maryland

- Land use planning, site planning and rezoning for the largest TOD in Howard County, Maryland.
- The plan for a sustainable transit-oriented neighborhood on 122 acres will include 1,300 dwelling units, 600,000 sf of office, 20,000 sf of community-oriented retail with community facilities and an elementary school.

Bowie State University, Master Plan

Bowie, Maryland

- Hord Coplan Macht prepared a facilitates master plan for their 342-acre campus. The master plan allowed for an increase in the on-campus housing from 25% to 40% of the student population, requiring corresponding expansion of student services and on-campus amenities. In addition, development of campus facilities in a proposed town center and transportation hub adjacent to the campus will expand the effective usable area of the University.

EXPERIENCE

Greenwich Group
Resumes

Steve Lorenz - Greenwich Group International, New York, NY Equity and Debt Manager



Greenwich Group was founded in 1995 by Simon Mildé. With his partner, Larry Baucom, they have assembled a senior executive team with more than 150 years of real estate experience. Each senior member brings a unique perspective that allows Greenwich to create unparalleled solutions for its clients.

The executive team brings over 150 years of real estate experience to the table.

Steve Lorenz is Managing Partner of Greenwich Group International's Capital Markets and Investment Banking New York team. He joined Greenwich in the beginning of 2016, and brings with him over 30 years of commercial real estate experience, working for several large Banks, Structured Products Groups and Developers throughout his career.

Prior to Greenwich Group International, Steve Lorenz was the President and Founder of LorCap, Inc., a firm he ran for 5 years leading the transactions, raising debt and equity for third parties, and offering commercial real estate advisory and structuring services.

Prior to founding LorCap, Mr. Lorenz was a Managing Director in the Structured Products Group of Sunrise Securities, where he focused on commercial real estate whole loans, CMBS, mezzanine and B-Notes, and CRE Structured Products. Prior to joining Sunrise, he was the Head of the CRE Capital Markets desks for PNC / NatCity Investments located in Stamford, CT where he ran CMBS production; and, helped lead the efforts in the bank's CRE Distressed Assets group. Prior to this he was at Fortis Investments for 2 years where he was charged with buying CRE structured products for inclusion into CDO's. Mr. Lorenz was at HypoBank (a.k.a. HVB Real Estate International) for 8 years where he was a relationship manager for 6 years and credit manager for 2 years. Mr. Lorenz worked for Citibank from 1991 to 1995 where he focused on CRE workouts, restructurings, asset management and asset sales. Mr. Lorenz also worked for the Trammell Crow Company in the late 1980's.

Mr. Lorenz has an MBA from Columbia Business School (Class of 1991) and graduated from Hamilton College in 1986. He has his Series 7 & 63.

Steve is currently working with Tim Elliott and Sidewalk Development on equity funding for Springfield, MI mixed-use development and St. Peter's University mixed-use project in New Jersey.



EXPERIENCE

Greenwich Group
Resumes

Buzz Shattan - Greenwich Group International, New York, NY **Senior Investment Director**



Buzz Shattan is a Senior Investment Director in Greenwich Group International's Investment Banking and Capital Markets team. He advises developers, purchasers and operating entities on all phases of executing sales, equity and debt financing transactions, and portfolio strategy. He began his career as an attorney, practicing at international law firms Cadwalader Wickersham & Taft and Davis Polk & Wardwell, where he advised developers and investors (many from off-shore) on executing U.S. real estate matters.

Buzz Shattan transitioned from law to real estate investment banking with Sonnenblick-Goldman, where he became a partner and managing director, co-managing the firm's institutional placement activities. He moved to Kennedy-Wilson to help develop the commercial real estate auction process as a remedy for the illiquidity then prevailing in the marketplace. He was part of the original team that created The Greenwich Group International, where he has been a participant in billions of dollars of income-property and development deals throughout the US covering all property sectors.

Buzz Shattan earned a B.A. from Harvard and a J.D. from the University of Pennsylvania Law School. He is a year-round bicycle commuter to meetings and sites throughout the NY Metro area and is active in cycling advocacy, especially in support of the 3000-mile-long bike route known as the East Coast Greenway.

Buzz is currently working with Tim Elliott and Sidewalk Development on equity funding for Springfield, MI mixed-use development and St. Peter's University mixed-use project in New Jersey.



EXPERIENCE

Coakley Williams
Resumes

Greg Harraka LEED AP BD+C, DBIA **Project Executive**

Education

Bachelor of Science Degree, Industrial Technology
University of Maryland, College Park, MD

Years of Experience

37 years

Certifications

Security Clearance
LEED Accredited Professional BD+C
Designated Design-Build Professional

Projects

As Project Executive, Mr. Harraka is responsible for the oversight of the entire construction process from pre-construction through final close-out. He manages a large staff of project managers, project engineers, superintendents and support staff. Mr. Harraka served as the Project Executive on the following relevant projects:

- Congressional Country Club MEP Renovations, Bethesda, MD
 - Woodmont Country Club, Rockville, MD
 - Camden Yards Sports Complex, Baltimore, MD
 - Sheraton Premiere at Tysons, Vienna, VA
 - Rockville District Courthouse, Rockville, MD
 - Annapolis State Projects, Annapolis, MD
 - Dumbarton Place Condominiums, Washington, DC
 - William A. Jones III Building, Camp Springs, MD
-
- L'Enfant Plaza Hotel, Washington, DC
 - National Harbor Buildings J, M, C and H1: National Harbor, MD
 - St. Edward's Student Housing, Austin, TX
 - New Hill Apartments, Holly Springs, NC
 - Germantown Center, Germantown, MD
 - 21 Church Street, Rockville, MD
 - Aquia Town Center – Office Building A, Aquia, VA
 - Manugistics World Headquarters, Gaithersburg, MD
 - 11 North Washington, Rockville, MD
 - DANAC Stiles Building 6, Rockville, MD
 - Prince George's Community College, Culinary Arts Center, Largo, MD
 - Marine Corps University, MCB Quantico, VA
 - Gallaudet University Fay and Ballard Houses, Washington, DC
 - American University / WAMU Renovation, Washington, DC
 - Center for Applied Learning and Technology, Anne Arundel Community College, Arnold, MD
 - Grand Hyatt Washington, Washington, DC
 - Virginia Theological Seminary On-Campus Housing, Alexandria, VA
 - Inn at the Beach Club, Stevensville, MD
 - Gonzaga College High School Garage, Stadium and Eye Street Improvements, Washington, DC
 - Chevy Chase Club, Chevy Chase, MD

EXPERIENCE

Coakley Williams
Resumes

Terrence Caulfield, LEED AP BD+C, DBIA **Senior Vice President, Estimating**

Education

Bachelor of Business Administration
Loyola College, Baltimore, MD

Years of Experience

31 years

Certifications

Designated Design-Build Professional
LEED Accredited Professional BD+C

Projects

As Senior Vice President, Estimating, Mr. Caulfield is responsible for overseeing the company's estimating functions and is responsible for providing costing and value engineering during design development. He has extensive experience estimating in a negotiated environment. He manages the rest of the estimating team to ensure that there is adequate coverage for all trades. Mr. Caulfield has managed cost control and value engineering on the following relevant projects, among many others:

- L'Enfant Plaza Hotel, Washington, DC
- National Harbor Buildings J, M, C and HSt. Edward's Student Housing, Austin, TX
- New Hill Apartments, Holly Springs, NC
- Germantown Center, Germantown, MD
- The Summit at Washingtonian Center, Gaithersburg, MD
- 21 Church Street, Rockville, MD
- Aquia Town Center Office Building A, Aquia, VA
- Manugistics World Headquarters, Gaithersburg, MD
- 11 North Washington, Rockville, MD
- DANAC Stiles Building 6, Rockville, MD
- Prince George's Community College, Culinary Arts Center, Largo, MD
- Marine Corps University, MCB Quantico, VA
- Gallaudet University Fay and Ballard Houses, Washington, DC
- American University / WAMU Renovation, Washington, DC
- Center for Applied Learning and Technology, Anne Arundel Community College, Arnold, MD
- Goodpaster Hall, St. Mary's College, St. Mary's City, MD
- Grand Hyatt Washington, Washington, DC
- Virginia Theological Seminary On-Campus Housing, Alexandria, VA
- Inn at the Beach Club, Stevensville, MD
- Gonzaga College High School Garage, Stadium and Eye Street

Improvements, Washington, DC

- Chevy Chase Club, Chevy Chase, MD
- Congressional Country Club MEP Renovations, Bethesda, MD
- Woodmont Country Club, Rockville, MD
- Congressional Country Club, Bethesda, MD
- Columbia Country Club, Chevy Chase, MD
- Camden Yards Sports Complex, Baltimore, MD
- Sheraton Premiere at Tysons, Vienna, VA
- Rockville District Courthouse, Rockville, MD
- Annapolis State Projects, Annapolis, MD
- Dumbarton Place Condominiums, Washington, DC
- William A. Jones III Building, Camp Springs, MD

EXPERIENCE

Coakley Williams
Resumes

Thomas Turner
Division Manager

Years of Experience

33 years

Projects

Mr. Turner has 33 years of diverse experience in the construction industry being involved in the management end of the multi-family apartment industry. He enjoys the many challenges that are involved in the apartment industry, and has completed nearly 20,000 units to date. Through his understanding of all facets of the construction industry, Tom applies his project management, scheduling, budgeting, team building and effective conflict resolution talents to benefit our projects. He is well-respected in the construction industry, and has established good working relationships with building departments, OSHA, and other key entities. Mr. Turner has completed the following relevant projects, among many others:

St. Edward's Student Housing, Austin, TX
New Hill Apartments, Holly Springs, NC
Director of Field Operations, Edward Rose & Sons; Bloomfield Hills, MI
General Project Manager, Fairfield Development; Grand Prairie, TX
Vice President of Projects Construction, National Housing Building Corp;
Virginia Beach, VA

EXPERIENCE

Coakley Williams
Resumes

Blake Clancy LEED ®AP BD+C **Senior Project Manager**

Education

Bachelor of Science Degree, Civil Engineering/Environmental Option
Virginia Polytechnic Institute and State University, Blacksburg, VA

Years of Experience

17 years

Certifications

LEED Accredited Professional, Engineer-in-Training (EIT), State of Virginia, OSHA 40-Hour Hazardous Waste Operator and Emergency Responder Certified, OSHA 8-Hour Refresher Course, EPA/AHERA – New York State Asbestos Building Inspector, Member of American Society of Civil Engineers, CPR / First Aid

Projects

As Senior Project Manager, Mr. Clancy is responsible for management and coordination of all project phases from conception through completion. His specific duties include owner/architect correspondence, budgeting/estimating, project scheduling, subcontractor negotiations and trade contracts, project accounting, change order and submittal review, MEP coordination, progress meetings, quality control and safety. Mr. Clancy served as the Project Manager on the following relevant projects:

- Aquia Town Center Office Building A, Aquia, VA
- Virginia Theological Seminary On-Campus Housing, Alexandria, VA
- Pepco Waterfront Sub 223 Network Substation, Washington, DCPatriot Business Park East, Greenbelt, MD
- Gonzaga College High School West Campus Expansion & Theater Renovation, Washington, DC
- William A. Jones III Building, Camp Springs, MD
- Administrative Facility and Warehouse Facility, Washington, DC
- The Potomac School, McLean, VA

Bruce K. Garnant **Senior Project Manager**

Education

Bachelor of Arts Degree, Economics and Sociology
Connecticut College

Years of Experience

42 years

Projects

As Senior Project Manager, Mr. Garnant is responsible for management and coordination of all project phases from conception through completion. His specific duties include owner/architect correspondence, budgeting/estimating, project scheduling, subcontractor negotiations and trade contracts, project accounting, change order and submittal review, MEP coordination, progress meetings, quality control and safety.

- 21 Church Street, Rockville, MD
- Woodmont Country Club, Rockville, MD
- Bullis School Discovery Center, Potomac, MD
- Science Building, Westchester Community College, Valhalla, NY
- St. Albans Marriott Hall, Washington, DC
- Armed Forces Medical Examiner Facility, Dover AFB, DE
- Activities Therapy Building, Northern NJ
- City Hall and Police Headquarters, Clifton, NJ
- Management Training Facility for USPS, Potomac, MD
- General Mail Facility and Maintenance Facility, United States Postal Service, Cleveland, OH
- Hyattsville Justice Center, Hyattsville, MD
- Southern Maryland General Mail Facility, United States Postal Service, Largo, MD

EXPERIENCE

Coakley Williams
Resumes

Allen Ray Senior Estimator

- Rockville District Courthouse, Rockville, MD
- William A. Jones III Building, Camp Springs, MD

Education

Bachelor of Science, Political Science
Towson University, Towson, MD

Years of Experience

11 years

Projects

As Senior Estimator, Allen Ray is responsible for estimating including providing costing and value engineering during design development. He has extensive experience estimating in a negotiated environment. His responsibilities include soliciting proposals from subcontractors for bids, creating scopes of work for bids and budgets, performing internal estimates for project budgets, assisting with preconstruction services and value engineering, attending site visits and Owner meetings, and assembling construction budgets. Mr. Ray is extremely familiar with the GMP approach to managing both preconstruction and construction activities. He has managed cost control and value engineering on the following relevant projects:

- L'Enfant Plaza Hotel, Washington, DC
- National Harbor Buildings J, M, C and H1
- St. Edward's Student Housing, Austin, TX
- New Hill Apartments, Holly Springs, NC
- The Summit at Washingtonian Center, Gaithersburg, MD
- Prince George's Community College, Culinary Arts Center, Largo, MD
- Marine Corps University, MCB Quantico, VA
- Gallaudet University Fay and Ballard Houses, Washington, DC
- American University / WAMU Renovation, Washington, DC
- Grand Hyatt Washington, Washington, DC
- Virginia Theological Seminary On-Campus Housing, Alexandria, VA
- Inn at the Beach Club, Stevensville, MD.
- Gonzaga College High School Garage, Stadium and Eye Street Improvements, Washington, DC
- Chevy Chase Club, Chevy Chase, MD
- Congressional Country Club MEP Renovations, Bethesda, MD
- Woodmont Country Club, Rockville, MD
- Congressional Country Club, Bethesda, MD
- Columbia Country Club, Chevy Chase, MD
- Camden Yards Sports Complex, Baltimore, MD
- Sheraton Premiere at Tysons, Vienna, VA

EXPERIENCE

Stimmel
Resumes

Doug Stimmel, RLA, ASLA **President**

Education

University of Illinois

B.A. Landscape Architecture, 1982

Registrations

Registered Landscape Architect

North Carolina 427

South Carolina 375

Georgia 938

Virginia 548

Tennessee 590

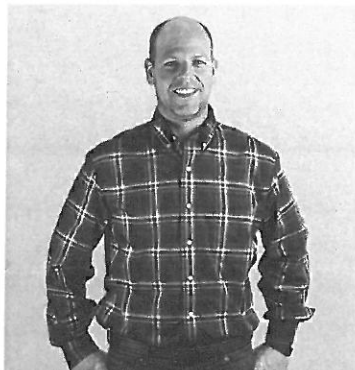
Affiliations

Member, American Society of Landscape Architecture

Doug serves as the President & Principal in charge of the daily management of the firm. He is responsible for supervising all aspects of a project from initial client contact through construction, focusing primarily on the design phase, presentations, & client coordination. Doug specializes in representing & presenting design projects involving a multitude of neighborhood organizational meetings, citizen inputs, municipality reviews & zoning board approvals. Stimmel Associates has had its hand in the planning & engineering of some of the Triad's largest projects, including the 200-acre Wake Forest Innovation Quarter & BB&T Ballpark in downtown Winston-Salem; Novant Health medical centers in Clemmons, Forsyth & Kernersville; & the Duke Energy site selection program, which last year evaluated the 1,818-acre Chatham- Randolph megasite.

EXPERIENCE

Ashton Design
Resumes



Alexey Ikononou

Creative Director

Alexey joined Ashton Design in 2011, bringing with him a diverse background and wealth of experience. He holds dual bachelor's degrees in business/ marketing and mass communications/advertising from Towson University as well as a graduate degree in graphic design from the Portfolio Center in Atlanta, where he received the prestigious National Design Award from the Society for Environmental Graphic Design (SEGD). Alexey's range of expertise includes identity, brand development, print and web design with a niche in environmental graphics and a love for industrial and architectural design. His holistic understanding of all disciplines of design helps him create and implement strategic solutions to unique design problems as well as excel in team building through his inspirational creative guidance and knowledge.



Jenny Romei Hoffman

Creative Director

Jenny joined Ashton Design in 2000 and has worked on a broad range of projects for educational, cultural and commercial organizations, creating an enormous body of award-winning print and identity work for such clients as Pew Charitable Trust, Sidwell Friends School, St. Paul's School, US Lacrosse, West Nottingham Academy, Maryland Institute College of Art, and The Johns Hopkins University. Jenny has designed and art directed the identity and branding materials for dozens of architectural, engineering, construction, development, and consulting firms. Her refined design sensibility and comprehensive understanding of marketing strategies and communications applied to branding, publications, exhibits, signage and marketing collateral have earned her awards from Print Magazine, Communication Arts, How Magazine and Mohawk Paper. She is a graduate of the Maryland Institute College of Art.



Keith Kellner

Senior Designer

Since 2009, Keith has applied his diverse environmental graphic design and illustration skills to numerous projects at Ashton. A graduate of the University of Arts in Philadelphia and former designer at RTKL, Keith uses an illustrative sensibility to create unique, narrative-driven designs. He draws on a process of brainstorming, play, and creative problem-solving to take a project from initial concept to final fruition. Keith's portfolio includes designing and implementing comprehensive wayfinding programs for local and international educational, retail, entertainment, healthcare, and sports clients. Current projects he is completing include campus wayfinding for Anne Arundel Community College in Arnold, Maryland and St. Paul's Schools in Baltimore, Maryland. His passion for design and baseball helps Keith collaborate with Major League Baseball teams, like Baltimore Orioles and LA Dodgers, to create architecturally-integrated stadium graphics, signage, interactive displays and large-scale murals such as those found at Oriole Park at Camden Yards, Ed Smith Stadium, and Dodger Stadium. His work on re-establishing the "Camden Yards Experience" earned him a SEGD Merit Award.

EXPERIENCE

Sage Growth Partners
Resumes

Anirban Basu - Sage Growth Partners Economic Impact Analysis



Basu shares his insights and analysis with SGP clients on a wide variety of topics that affect the business of health care. As SGP's Chief Economist and Chairman/CEO of Sage Policy Group, an economic and policy consulting firm, Basu has written several high-profile economic development strategies.

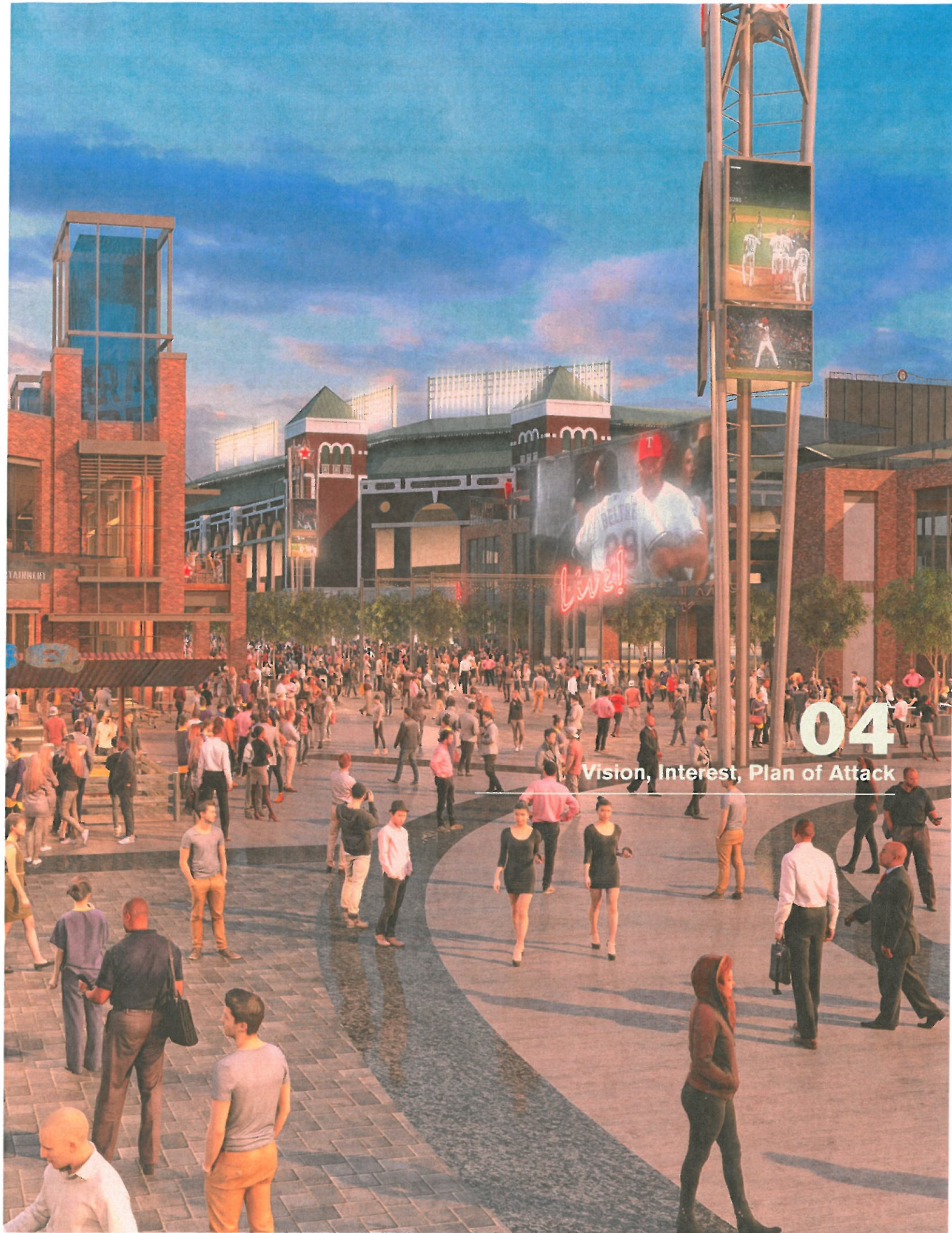
In recent years, he has focused upon health economics, the economics of education and economic development. He currently lectures at Johns Hopkins University in micro-, macro-, international and urban economics.

In 2007, Basu was selected by the Daily Record newspaper as one of Maryland's 50 most influential people. The Baltimore Business Journal named him one of the region's 20 most powerful business leaders in 2010.

Basu is involved with numerous organizations in a voluntary capacity, including serving as a Baltimore City Public School System board member and as a board member to the Baltimore Children's Museum and to the Baltimore School for the Arts. Basu is also on the board of First Mariner Bank. He is also chairman of the Baltimore County

Economic Advisory Committee and economic advisor to the Baltimore-Washington Corridor Chamber of Commerce.

Basu earned his B.S. in Foreign Service at Georgetown University in 1990. He earned his Master's in Public Policy from Harvard University's John F. Kennedy School of Government, and his Master's in Economics from the University of Maryland, College Park. His Juris Doctor was earned at the University of Maryland School of Law in 2003.



04

Vision, Interest, Plan of Attack

VISION, INTEREST, PLAN OF ATTACK

Initial Vision

High Point has begun to re-strategize its rightful place in Urban Growth and regional tourism in the Triad.

Situation Analysis:

For years, the city has had tremendous reputation for its markets touting showrooms a plenty and being THE Residential Furniture Order Center Of The Universe in the Spring and Fall. Nearly 80,000 buyers / visitors from around the world descend upon the city to tour 8 million square feet of furniture showroom space.

Incredibly, there is little retail and hospitality space in High Point to take advantage of what I term "Buyer Exuberance" during these periods of time. There exists solely ONE hotel built 5 decades ago for accommodations. The remainder are shuttled from Greensboro for their hotel needs.

There was once an attractive Main Street in downtown High Point, but those structures have been gobbled by the showroom blob, and little exists for the Art of the Stroll for dining and hospitality potential.

The University sharing the city namesake, has exploded in reputation in academic offering and campus beauty. One billion dollars have been invested in the campus causing a quadrupling of enrollment in the recent past. HOWEVER, it is not directly connected to the urban core, and as such, is not able to boost any retail opportunity expended by its students on a regular basis. The campus, while among the east coast elite, is virtually an island of progress.

High Point Regional Hospital is also an economic engine all to itself. It's 2,500 workforce and 500 volunteers make this an excellent opportunity to connect with the urban core. Between this workforce, government center, and other businesses, surely there is market demand for downtown living for urban professionals and early retirees alike. Yet none exists today.

Toward the Future:

The City leaders have taken the reigns of Economic Vision and Growth and amalgamated nearly 14 acres of property between the Hospital and Amtrak Railroad Station. The area south of the tracks are primarily absorbed by immense collection of showroom centers. Thus, the target site is very appropriate to:

- Create a new urban cultural center
- Provide new residential, retail, office and hospitality product (now absent)
- Create a purposeful connection to the existing core south of the rail road tracks
- Provide open space for producing EVENTS downtown to promote urban awareness and living.

These four principles should guide every planning and investment decision.

Sidewalk has provided the Master Developer services of Vision, Process, Investment and Execution guidance for similar projects. High Point has all the right elements in place to not throw a pebble in the pond, but actually, a BOULDER that will cause economic ripples to extend far beyond the vision of the project discussed here if done correctly.

The Stadium, while exceptional commitment by the city, should be in tandem with a mixed use building with a "semi-public" plaza. The structure should overlook the outfield yes, but it should not solely be multi-family housing. It should be an Iconic building expressing industrial heritage while looking to the future in its architectural expression. Moreover, we should be able to construct a hotel here that overlooks the stadium and plaza as the University and Hospital would support room night counts in addition to the Market Week swell.

Second, the spaces in between are equally important to any development as the buildings themselves. Shaping a greenspace able to function as a sanctuary AND event space is key for music and food festivals, winter ice skating, farmer markets, etc. As such, the structures framing this outdoor living room must accentuate the space as well as provide shade and views from offices, hotels, retail, and housing surrounding the park. Parking patterns for collection and access egress must carefully be examined from a traffic study as well as financial model.

MID Districts, special assessments on surrounding real estate must support the park. TIF revenue, I'm sure, is in support for the stadium and most likely will not be in use as an instrument to front load the cost of the infrastructure and park. Creative solutions will be presented by Sidewalk as we have completed such creative finance vehicles for other mixed use large scale projects.

The notion of the Children's museum presented by Dr. Qubein is EXCEPTIONAL. A year round life-long learning space for younger visitors and their parents represent not only a magnet for young families, but can help be a year round attraction from not just High Point but the Triad.

This project's elements must be carefully crafted to be phased and more importantly, have the ability for funding. There is much pent up demand for urban living in the area. The combination of hotel, residential, retail and cultural products will forever change the destiny of High Point as a sustainable growth model beyond "furniture" economy. Attracting office to center city is a must, and cultural elements like the stadium, parks, and other amenities help to attract jobs which spur bodies who rent apartments, and support local retail.

VISION, INTEREST, PLAN OF ATTACK

Utilization of Existing and Local Key Institutions

Every project Sidewalk Development has executed, or is now in construction, or in early development process, has utilized local involvement. Our philosophy of ANY project merges campus, community, and commerce. Sidewalk differentiates and prides itself in working with local service firms, local developers, and local builders to complete the complexity inevitable of any Public Private Partnership. This project, like many projects completed by Sidewalk, include two layers of project pursuit: Horizontal and Vertical aspects of the project.

The "Horizontal" aspect of the project is the Master Developer entity that will be responsible for:

- Overall project vision
- PUD creation and approval
- Legal requirements of the entire PUD and details of Master Developer Agreement
- Public Relations (press announcements, websites, press events, etc.)

Sidewalk will utilize a local civil engineer for this work, and our in-house legal team will coordinate with a local real estate attorney firm. We will also work with a local marketing firm for public relations coordination with our in-house staff.

The "vertical" aspects of the project is where each phased parcel goes into construction. In our past projects, and indeed for this project, we utilize services of local design firms, (Architectural, Civil Engineering, and Structural). Vertical areas of local involvement will be for specific buildings and thus, we would:

- Seek local developers to jointly work with (as we did in both Greenville, NC and Rock Hill, SC)
- Coordinate with local architects/engineers
- Utilize LOCAL banks for construction lending where possible in tandem with our Equity infusion.

While Sidewalk is a Maryland company, we take IMMENSE pride in basing our architecture in regional context, and also pride ourselves in bringing local JOBS to help in the project.

The Project Schedule and Approach

The project is to work closely with the downtown stadium group leaders and design team. The Stadium is slated to open in the Spring of 2019. We assume that means no later than March. The stadium will need to produce a "soft opening" prior to public access in April. Thus, we will use February 28, 2019 as a completion date. We feel this is a bit aggressive, but we have not examined any detailed designs, nor construction schedules completed to date.

In order to begin construction in tandem with the stadium, one would have to assume that it takes a minimum of one year to construct the stadium. Whether this includes all site environmental approval, demolition, and utility infrastructure remains to be seen. Let's assume it does for illustrative purposes. If so, this means construction on stadium begins March 2018. Design for the stadium site demo and infrastructure takes at least 5 months, so let's assume the start date for infrastructure design for the stadium is August 2017, with a one month review and permit process beyond design completion. If so, and if your Master Developer is on board by early August, then immediate master plan for the design of the remaining parcels beyond the stadium would begin in September 2017 (after contracts, and all subcontractor contracts are completed). Early drafts of Master Plan approach needs to be presented to High Point and the Stadium team by October. What's of interest is the Master Developer Agreement is based upon the Master Plan and PUD, therefore, our team will prepare the Master Plan draft first, then, once approved, we will work on a detailed Master Developer Agreement which will be produced from November 2017 - March 2018. In advance of the MDA, we will produce a bulleted LOI (binding Letter of Intent) as a basis for expanding the agreement. Assuming Master Plan approval, the Civil engineer would begin production Drawings and our CM will produce estimates on the cost of the infrastructure plan by mid January for permitting in February and we can coordinate Infrastructure construction start for the entire public parcel by March 2018. (very tight schedule given holidays in that timeframe)

Sidewalk will guide Infrastructure planning and construction beyond the Stadium property, but clearly work with the Stadium team during design and help coordinate construction as well. The process typically involves community input for master plan approval, however, there is not a lot of Fee Simple owners neighboring the area. But surely presentations to the Public are to be utilized throughout the process.

Key issues that affect schedule for the Master Developer:

- Public Funding vehicles such as New Market Tax Credits (application)
- State Environmental needs for site clean up (if any)
- Infrastructure funding plan (for beyond the stadium property for private investment)
- Public approvals

VISION, INTEREST, PLAN OF ATTACK

Work Plan

Phase I: Planning and Site Analysis

A. *Gathering of Research*

We gather and analyze relevant information from a number of sources, such as site visits, local archival research and any architectural drawings, conceptual material, building codes, reports, etc. We note the pedestrian and vehicular circulation patterns, highlight design challenges and distill a design direction appropriate to the project's cultural and architectural context.

B. *Programming*

A preliminary Sign Location Plan is developed using the wayfinding strategy and desired sign types while consideration is given to critical decision points and key locations requiring signage. Sign types are identified and marked on the project site plan. Pedestrian and vehicular circulation is further studied and mapped out for various user groups. These circulation systems are clarified through hierarchy and appropriate placement of unique sign types.

Phase II: Design Concept

A. *Exploratory Design*

We engage our branding design expertise to develop a comprehensive environmental graphics plan for a consistent look throughout the project. A variety of creative design options—including examples of materials, colors, type style and relative size—is presented. This initial design review helps the team identify several plausible designs for further development.

B. *Design Refinement*

Designs selected from the first review get revised while ideas that may have surfaced are considered. The goal for this second presentation is to choose one direction that best meets the project criteria.

Phase III: Design Documentation

A. *Schematic Design*

Concepts initially proposed are tested, refined and given shape. We work closely with the client and consultants to make final decisions about aspects of the design and the visitor experience. A range of drawings and other materials are produced in support of this effort while preliminary fabrication budget estimates are obtained.

B. *Design Development*

Detailed documentation and preferred materials and installation methods are updated in the signage/graphics package for this formal presentation. Message schedules and location plans are finalized. Regulatory and warning signage is developed (including ADA requirements, if applicable). Clearly illustrated design objectives and mock-ups are produced to clarify various issues and adequately test the effectiveness of the proposed signage design. Approval of the final designs is sought and the signage/graphics budget and schedule reviewed.

Phase IV: Implementation

A. *Bidding*

Clarifications will be provided to bidders and we will assist in the evaluation of signage and graphics bids. We can suggest preferred vendors based on past experience, scope of work, desired technique, etc., or the client can use a vendor of choice.

B. *Construction Administration*

We review fabrication detailing of the successful bidder, including performance requirements, ability to meet schedule, capacity and quality expectations. Ongoing supervision and inspection of the manufacture, supply and installation of the signage/graphic elements ensures the expected outcomes and any defective work is identified and rectified.

RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF HIGH POINT AND THE COUNTY OF GUILFORD TO PROVIDE REGARDING THE PROVISION OF MUNICIPAL WATER AND SEWER COLLECTION INFRASTRUCTURE AND SERVICES FOR A PROPOSED COUNTY ANIMAL SHELTER SITE LOCATED AT 979 and 926-R2 GUILFORD COLLEGE ROAD.

WHEREAS, pursuant to the provisions of Section 160A-461 of the General Statutes of North Carolina, the City of High Point ("City") is authorized to enter into interlocal agreements with other units of local government and local political subdivisions in order to execute any undertaking; and

WHEREAS, Guilford County, North Carolina ("County") is a body politic and corporate county in the State of North Carolina, established and regulated by Chapter 98 of the Public Local and Private Laws of 1941, as amended by Chapter 793 of the 1969 Session Laws of Chapter 594 of the 1985 Session Laws, which operates the Guilford County Animal Shelter.

WHEREAS, Guilford County intends to purchase two parcels of land at 979 and 926-R2 Guilford College Road for the purpose of constructing and operating a new animal shelter facility, which site is located in the unincorporated area of Guilford County between Greensboro and High Point and water and sewer collection service is currently not available at the site; and

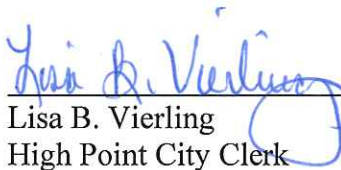
WHEREAS, the water and sewer infrastructure will need to be extended to the site and it has been determined that the most feasible utility option is the City of High Point systems; and

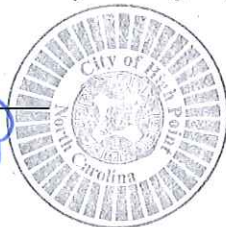
WHEREAS, Guilford County desires a commitment for water and sewer services before acquiring the parcels and the City of High Point hereby agrees to provide water and sewer utility services to the site; and

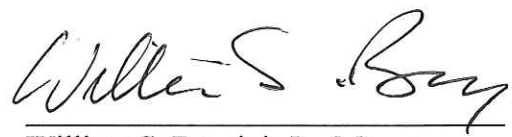
WHEREAS, the City and the County desire to enter into an interlocal agreement pursuant to which the City will provide municipal water and sewer collection infrastructure and services for a proposed county animal shelter site.

THEREFORE, BE IT RESOLVED by the High Point City Council, that the Mayor is hereby authorized to execute the Interlocal Agreement to provide municipal water and sewer collection infrastructure and services for a proposed county animal shelter site located at 979 and 926-R2 Guilford College Road.

Adopted this the 21st day of August, 2017.


Lisa B. Vierling
High Point City Clerk




William S. Bencini, Jr., Mayor

CITY OF HIGH POINT

AGENDA ITEM



Title: Resolution/Interlocal Agreement for Providing Water/Sewer Service to a Proposed New Guilford County Animal Shelter

From: Randy E. McCaslin, Deputy City Manager

Meeting Date: August 21, 2017

Public Hearing: N/A

Advertising Date: N/A

Advertised By:

Attachments: Resolution/Interlocal Agreement

PURPOSE:

To authorize the Mayor to execute an inter-local agreement to provide water/sewer service to a proposed new Guilford County Animal Shelter.

BACKGROUND:

Guilford County has selected a site on Guilford College Road for a new animal shelter. This site is not currently served by water/sewer. The County has requested that the City extend water/sewer service to this site.

BUDGET IMPACT:

Guilford County has agreed to cover all engineering, right of way, and construction costs for the installation of water/sewer lines to serve this site.

RECOMMENDATION / ACTION REQUESTED:

We recommend that the City Council approve the attached Resolution authorizing the Mayor and appropriate staff to execute an inter-local agreement with Guilford County to provide water/sewer service to the site of their proposed new Animal Shelter.

**RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY
OF HIGH POINT AND THE COUNTY OF GUILFORD TO PROVIDE REGARDING
THE PROVISION OF MUNICIPAL WATER AND SEWER COLLECTION
INFRASTRUCTURE AND SERVICES FOR A PROPOSED COUNTY ANIMAL
SHELTER SITE LOCATED AT 979 and 926-R2 GUILFORD COLLEGE ROAD.**

WHEREAS, pursuant to the provisions of Section 160A-461 of the General Statutes of North Carolina, the City of High Point ("City") is authorized to enter into interlocal agreements with other units of local government and local political subdivisions in order to execute any undertaking; and

WHEREAS, Guilford County, North Carolina ("County") is a body politic and corporate county in the State of North Carolina, established and regulated by Chapter 98 of the Public Local and Private Laws of 1941, as amended by Chapter 793 of the 1969 Session Laws of Chapter 594 of the 1985 Session Laws, which operates the Guilford County Animal Shelter.

WHEREAS, Guilford County intends to purchase two parcels of land at 979 and 926-R2 Guilford College Road for the purpose of constructing and operating a new animal shelter facility, which site is located in the unincorporated area of Guilford County between Greensboro and High Point and water and sewer collection service is currently not available at the site; and

WHEREAS, the water and sewer infrastructure will need to be extended to the site and it has been determined that the most feasible utility option is the City of High Point systems; and

WHEREAS, Guilford County desires a commitment for water and sewer services before acquiring the parcels and the City of High Point hereby agrees to provide water and sewer utility services to the site; and

WHEREAS, the City and the County desire to enter into an interlocal agreement pursuant to which the City will provide municipal water and sewer collection infrastructure and services for a proposed county animal shelter site.

THEREFORE, BE IT RESOLVED by the High Point City Council, that the Mayor is hereby authorized to execute the Interlocal Agreement to provide municipal water and sewer collection infrastructure and services for a proposed county animal shelter site located at 979 and 926-R2 Guilford College Road.

Adopted this the 21st day of August, 2017.

Lisa B. Vierling
High Point City Clerk

William S. Bencini, Jr., Mayor

**NORTH CAROLINA
GUILFORD COUNTY**

INTERLOCAL AGREEMENT

THIS IS AN INTERLOCAL COOPERATION AGREEMENT made this the ____ day of _____, 2017, by and between **CITY OF HIGH POINT**, a municipal corporation in the State of North Carolina (hereinafter called the "CITY"), located at 211 South Hamilton, High Point, NC 27260, and **GUILFORD COUNTY**, North Carolina, a body politic and corporate (hereinafter called the "COUNTY") located at 301 West Market Street, Greensboro, NC 27402, and also collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, the North Carolina General Statutes §160A-461, provide that units of local government may enter into agreements in order to execute an undertaking providing for the continual exercise by one unit of any power, function or right, including the provision of municipal water and sewer collection infrastructure and services for a proposed county animal shelter site; and

WHEREAS, the COUNTY intends to purchase two parcels of land located at 979 and 926-R2 Guilford College Road for the purpose of constructing and operating a new animal shelter facility; and

WHEREAS, the site is located in the unincorporated area of the COUNTY between Greensboro and High Point and water and sewer collection service is currently not available at the site; and

WHEREAS, the water and sewer infrastructure will need to be extended to the site and it has been determined that the most feasible utility option is the CITY systems; and

WHEREAS, the COUNTY desires a commitment for water and sewer services before acquiring the parcels and the CITY hereby agrees to provide water and sewer utility services to the site; and

WHEREAS, the governing bodies of the CITY and COUNTY have ratified this Interlocal Agreement by resolutions being recorded in their respective minutes; and

WHEREAS, it is now desirable and in the mutual best interest of the CITY and the COUNTY that both parties enter into an agreement for the provision of municipal water and sewer collection infrastructure and services for provision of municipal water and sewer collection infrastructure and services for a proposed county animal shelter site in accordance with the terms and conditions hereinafter set out.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants, terms and conditions contained herein accruing to the benefit of each of the respective parties hereto, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. Liability. The COUNTY shall provide legal support and representation to its employees performing work under this agreement. The COUNTY shall handle all claims arising out of its operation of the animal shelter. The COUNTY agrees that the CITY shall have no responsibility or liability regarding any such claims.

2. Termination. This Interlocal Agreement may be terminated by either party by providing a twelve month notice prior to the start of the next fiscal year.

3. Notice. Notice under this Interlocal Agreement shall be deemed sufficient upon the mailing to the parties by certified or registered mail at the following locations:

Guilford County
County Manager
P.O. Box 3427
Greensboro, NC 27402

City of High Point
City Manager
P.O. Box 230
High Point, NC 27260

4. Amendments. This agreement may be amended from time to time upon mutual consent of the governing bodies of the CITY and the COUNTY as expressed in writing.

5. Engineering Design and Construction. The COUNTY shall be responsible for all costs associated with the engineering design and construction of the water and sewer infrastructure necessary to serve the development parcels. The COUNTY shall have the option of selecting an engineering firm and contracting for the construction of the systems and paying the engineering firm and contractor directly or requesting that the CITY contract for the design and construction of the water and sewer infrastructure and the COUNTY will reimburse the City in full for all associated costs and will do so within the thirty day demand for payment.

6. Design and Construction Specifications. It is understood that any and all portions of the infrastructure that will be dedicated to the CITY for ownership and operation shall be designed and constructed in accordance with CITY specifications and standards and any onsite infrastructure to be owned and operated by the COUNTY may not be required to comply with said specifications.

7. Schedule: If the COUNTY opts for the CITY to take responsibility for designing and constructing the system expansions, the CITY agrees to complete the design, permitting, easement acquisition (if any) and construction within nine (9) months of receiving a written notice to proceed from the County Manager.

8. Acreage Fees, Frontage Fees, Charges for Service. The CITY will waive all acreage and frontage fees for this project. The COUNTY will pay the connection fee or meter charges to connect to the system. The COUNTY will also be required to pay for all services received based on metered consumption.

9. Annexation. The CITY hereby agrees to provide water and sewer services to the COUNTY project whether the COUNTY requests annexation into the corporate limits or not. The site is not currently contiguous to the existing corporate limits but could potentially be satellite annexed upon request of the COUNTY. The COUNTY may request annexation at any time and

the CITY agrees to work with the COUNTY to determine the appropriate zoning district classification that would permit the intended land use.

10. Cancellation. Should the COUNTY decide not to construct the project at the above referenced site or should a more cost effective solution for water and sewer service become available, the County Manager shall notify the CITY of the need to cancel this Agreement as soon as possible. If cancellation becomes necessary after the CITY has incurred certain costs at the request of the COUNTY, the COUNTY shall reimburse the CITY for the actual costs incurred.

11. Binding Agreement. This agreement is binding on the parties and any amendments to the terms must be mutually to in writing by the parties.

IN WITNESS WHEREOF, the parties have executed this Interlocal Agreement in their respective names and titles, by their proper officials, all by the authority of appropriate resolutions of the governing bodies of each of the taxing units, duly adopted, as of the day and year first written above.

ATTEST:

GUILFORD COUNTY

By: _____
Clerk to Board

By: _____
Jeff Phillips, Board Chair

THIS INSTRUMENT HAS BEEN
PREAUDITED IN THE MANNER
REQUIRED BY THE LOCAL
GOVERNMENT BUDGET AND
FISCAL CONTROL ACT

By: _____
County Finance Director

APPROVED AS TO FORM

By: _____
County Attorney

ATTEST:

THE CITY OF HIGH POINT

By: _____
City Clerk

By: _____
William S. Bencini, Jr., Mayor

APPROVED AS TO FORM

THIS INSTRUMENT HAS BEEN
PREAUDITED IN THE MANNER
REQUIRED BY THE LOCAL
GOVERNMENT BUDGET AND FISCAL
CONTROL ACT

By: _____
City Attorney

By: _____
City Finance Officer



**MANAGER'S BRIEFING SESSION
HIGH POINT MUNICIPAL BUILDING
August 7, 2017 – 4:00 P.M.
3RD FLOOR LOBBY CONFERENCE ROOM**

Present:

Mayor William S. Bencini, Jr.; Mayor Pro Tem Wagner (Ward 4); and Council Members; Latimer Alexander (At-Large); Cynthia Davis (At-Large); Jeff Golden (Ward 1); Chris Williams (Ward 2), Alyce Hill (Ward 3), Jim Davis (Ward 5); and Jason Ewing (Ward 6)

Staff Present:

Greg Demko, City Manager; Randy McCaslin, Deputy City Manager; Randy Hemann, Assistant City Manager; JoAnne Carlyle, City Attorney; Jeron Hollis, Director of Communications & Public Engagement; Planner; Kenneth Shultz, Police Chief; Lee Burnette, Planning & Development Director; Jeff Moore, Director of Financial Services; Maria Smith, Deputy City Clerk; and Lisa Vierling, City Clerk

Others Present:

Scott Wallace

News Media:

Pat Kimbrough, *High Point Enterprise*

Handouts:

- *High Point Police Department - Core City Violence*
- *Downtown Mixed-use Area Plan*

Note: *This handout will be attached as a permanent part of these proceedings.*

City Manager Greg Demko called the meeting to order at 4:00 p.m.

1. Update – High Point Police Department- Core City Violence

Kenneth Shultz, Police Chief, reported on the fiscal year review. He shared the Violent Crime Task Force with the notification taking place at the High Point Theatre. He pointed out that three of the murder victims sat in those chairs and received that message that was based on the statistics they would end up in jail, be doing positive good in society or end up dead. They are identifying the correct people.

He notified Council that two of the murder victims had the custom notifications where the police sat down with their families to warn them and to inform them if they hear they are involved this is what will happen. Chief Shultz challenges by knocking on doors and informed that two of the people have gotten killed since then.

Mayor Bencini inquired if this would be held at the main Theatre or one of the Galleries and Chief confirm the location would be in the upstairs of the Theatre.

He reviewed the Fiscal year for July 2016-2017 as follows:

- Whole year 8% up 2017
- 355 violent crimes 2017
- July 5% decrease
- May and June were able to drive those numbers down
- 11% increase in arrests (701 people arrested vs 631 last year)
- Firearm crimes down 4%
- 5 larcenies versus 6 larcenies

In further detail, he explained the 355 crimes and since 1992 compared 2009 with 668 violent crimes with the period that we have seen have been the lowest of crime rates. He noted that we are averaging approximately 1,400 violent crimes a year.

He addressed the Three-Phase Plan:

- 1) Gang Response (document this, list it as they moved around a lot with active warrants to make arrests which lead to much success)
- 2) Heroin Focus (on going major heroin supply, dozens of arrests, all combining with all the violence happening with a strong relationship to the gang and drug activity)
- 3) Prior Weapons Charges (continue to progress from a possession up to an assault, robbery then eventually murders)

He explained how they have phoned in extra money for DNA evidence. With things, not being confined to High Point, there is a lot of activity with people traveling here. He explained there is a lot of activity in Greensboro and in High Point and how the Street Crimes Unit supporting street crime offenders as they are bringing back to High Point. They continue to make big arrest with people that are involved with either or all locations and continue to track that down.

Council Member C. Davis had a question regarding the partnerships about the citizens that live in the neighborhoods as to what kind of partnership above and beyond what the Chief is currently receiving and would ask for. Chief Shultz responded as many of Council were at the YWCA, and he pointed out that they are have much success to focus deterrence. And their partnership to the High Point CAV with a 20-year history as many are turning their lives around. He suggested Parks and Recreation or churches to sign these kids up to keep them off the streets. He stressed how we need partnerships and gave one as an example: HUGS.

Council Member C. Davis had another question as to when they are calling in from neighborhoods what kind of information do you want them to give you when they make that call. Chief Shultz responded they are not providing information back from their victims as they are not disclosing information. He pointed out to the people that they were involved with shootings last week, so that would be retaliatory, and they would say they cannot remember. He stated he needs any and all information they can give.

Council Member Alexander wanted to know what the rules are on house seizures. Chief Shultz replied that there are nuisance abatement laws that are possibly. He explained how it is a very detailed scenario. Council Member Alexander suggested to remind property owners that are having chronic issues as this would be an opportunity if this could not change. Council Member C. Davis wanted to know when Chief Shultz's last time was to seize a house. He commented that it was several years back.

Regarding his resources of Burns Hill and Southside, Council Member Golden wanted to know what we were doing to prevent areas such as Hobson from rising back up after cleaning that area out. Chief Shultz explained with his deployment being consistent and being equal number of calls, the resource deployment being discussed are the spare guys and the way the splits are set up there is an overlap for second and third shifts. He added that there are two patrol team, between 8 p.m. – 1:30 a.m.

Mr. Demko reiterated that the eight officers were and shared that they plan to do that each year. He added that after a year of training they are on the streets. Chief Shultz shared they hired 27 officers last year, with one termination, with approximately five retirements and resignation. He stated how it was basically wash.

Finally, he reviewed the 196 Heroin overdoses and explained they continue to use Narcan. He reported there has been a lot of positive engagement, positive movement and including funding to that the state is pushing down treatment.

Council Member Williams referred back to the chart and commented it looks like we have more In-city now than the past. Chief Shultz stated how they have been running 50% in and 50% out.

Chief Shultz ended on a positive note and shared that they have had tremendous success with the following programs/relationships within the community:

- ✓ Coffee with a COP Program;
- ✓ Partnerships with Corporate High Point;
- ✓ SRO Officers completing the Youth Academy; and
- ✓ Housing Authority Officers putting on the Youth Camp

Mr. Demko reminded Council to reach out to anyone they many know who would like to pursue a career in the police academy to protect us.

2. Presentation – “Brunch” Sunday Alcohol Sales Legislation

JoAnne Carlyle, City Attorney, advised Council that they have the opportunity to vote on an ordinance that will allow retailers and restaurants within the city limits to serve alcoholic beverages (i.e. malt liquor, wine, beer, etc...) at 10:00 a.m. instead of noon.

Council Member J. Davis wanted to verify the definition of retailers as to a convenience store or grocery store cannot to sell at 10:00 a.m. Ms. Carlyle stated it does include those types of stores and it would not apply to the ABC stores as they are under a different statute.

Council Member Golden wanted to know what drove this decision. Ms. Carlyle was uncertain. To his understanding, Mayor Pro Tem Wagner, believes that this idea actually started out in Charlotte with the bars and restaurants wanting to serve at 10:00 a.m. before the Panther games. He further explained the North Carolina Restaurant Association in Raleigh wanted to expand it as a State Law bill. Ms. Carlyle, on the other hand, believes it was just many restaurants wanted to offer their customers Mimosa's during their brunches.

Council Member J. Davis wanted to know if any other city has not approved it. Council Member Alexander noted that Carolyn Coleman in the County as they needed a second reading. He stated how if it is a unanimous pass, it would not require a second reading.

Council Member C. Davis was concerned for the families going to church and during that two-hour period, even though it is available to purchase at noon. She stated the two hours is a lot of time for families traveling home and for those who cannot control how much they drink in that short period of time.

Ms. Carlyle advised that many cities allow extra time within a few dates after the State passes it. Council Member Alexander pointed out for retailers that are coming into High Point as they check boxes off and also areas that are dry in those areas. He indicated how it could be a big deal for some high-level hotel chains serving brunches. Council Member Hill addressed the safety issue with the legal obligation for the bartenders serving the alcohol is still there with the safety concerns being addressed through those laws.

Council Member C. Davis still being concerned as those laws do not prevent DUIs, and they do not prevent reckless consumption within the two hours expanded once church is let out. She feels more comfortable to start at noon so the families are able to get home safe. Council Member Hill assumed there was a lot of assumption on the part of Council Member C. Davis's faith. Council Member C. Davis did not want to come across as faith based, and everyone gets a vote as she stated her vote would be NO.

Council Member J. Davis pointed out for the boaters it would be beneficial. Mr. Demko shared that he did receive two emails in support of this decision. Mr. McCaslin advised that Lisa Vierling, City Clerk, has also received many phone calls in support of the ordinance.

3. Presentation – Public Notices Legislation

Ms. Carlyle advised about a required legal publication that was vetoed. She reported that Guilford County had a local bill that is currently stuck in committee and there was a Statewide bill as well that was passed that the Governor vetoed. With that said, the actual numbers if there is an override, it would happen in the House with 60 votes. It may go to the Senate and it may not be revisited if they are sure they have those numbers.

She stated they are looking to come back on the September 6th, and based on what she heard this past weekend, it could be much sooner. Discussions are that they may go year-round.

As she stated, it is basically being able to electronically advertise versus going through the newspaper. She reported if they keep it as is, they would have to advertise it at least once a month for 12 months before they actually do that on a permanent basis.

Council Member J. Davis wanted to know what we spend currently. Council Member Alexander stated that he made that request and it was \$90,000 over three years. Ms. Vierling confirmed the amount and added that it was a very "conservative" estimate.

Council Member C. Davis wanted to know if it is vetoed and needing to take a revote, and questioned why we looking at it. Ms. Carlyle informed this is only a status update.

Council Member Alexander advised that it was on the agenda and, also, being strongly supported and to support "us."

Council Member Golden sees this as a potential problem as it may be the only way for advertisement notifications. Mayor Bencini suggested that the staff communicates with new Council at the time as part of their orientation. Council Member J. Davis feels confident if they are going to revisit it 45 days they will have an answer.

Council Member C. Davis noted that it comes back to her to being elected to represent the people of the community and to ensure that they have a voice at the table. For example, the stadium project was listed as a miscellaneous item, it was not listed as a catalyst nor a vote, but Council took it to vote. She stated that it is important having the agenda and information available and believes it is important that it not cause the public to miss out on something. Council Member Alexander pointed out that less than 50% of High Point receives a newspaper.

4. Presentation – Airport Overlay District Amendment

Planning & Development Director Lee Burnette reported on the former request made to staff amending the city's overlay district. He reviewed the background zoning district and base noise metric and impact.

The property that is indicated is located on Willard Dairy Road in between Highway 68 and Eastchester Drive which is west of Penny Road. He pointed out in that area of the airport overlay zoning district, it does not allow for residential development. He introduced Scott Wallace as the city initiated a noise metric as it was applied to that area and later where the airport did a noise analysis in 2009, and based on that analysis it was revisited that noise metric and adjusted. He shared how the planes were flying in and out and the intent was to put the noisier planes on the newer runway. Council Member J. Davis disagreed as to how the noisier planes were flying in and out.

He reviewed the County has a different zoning district. He reported that 5% were taking off at night time due to wind conditions. He briefly reviewed the zones:

- ✓ Zone 1 – daytime & nighttime
- ✓ Zone 2 – nighttime (non-residential)
- ✓ Zone 3 – equivalent to Zone 2 lowered by 30 decibels
- ✓ Zone 4 – notification

Based on physical features, roads, streams etc... were possible because property lines do change.

They believe this would be a supportive change and would be feasible to do this. They would not encourage anymore encroachment toward Highway 68. Council Member C. Davis wanted to know how many more cases came up and were told no. Mr. Burnette reported when they viewed several areas and they were in the middle of an area where it was not feasible, given the proximity to the airport he indicated how zone 2 and 3, were equivalent to the noise impact. He noted for zone 3, they do require non-residual and design standards.

Council Member Alexander asked if this was not incorporated and in Guilford County, if they apply for a permit to build a residence as this would be a self-imposed area. The only thing, is that they would have to be on the well and septic tank.

Mayor Bencini inquired on the FAA site to the south and subject property and wanted to know if they pay taxes. Mr. McCaslin replied that they do not.

Council Member J. Davis is in favor of development in that area.

Mr. Burnette recommended that if this were to move forward, there would have to be a laneage plane amendment. He suggests if there are no objections to place on the next Council agenda to

initiate the zoning process for the next Council meeting. Council Member C. Davis request to see the number of people that have asked to do this in the past that we have declined.

Council Member Alexander moved to direct staff to place on City Council's next agenda for review and Council Member J. Davis made a second.

The motion carried by a 9-0 unanimous vote.

5. Presentation – Portion of the Sign Ordinance

There was no discussion on this item.

6. Update – Mixed-Use District

Planning & Development Director Lee Burnette gave a brief update on the meeting that was held at the YWCA on July 31st for the Downtown Mixed-Use area. Overall, he described their meeting to be a success with approximately 250 people in attendance.

He reported that they gave a brief overview of the Downtown Mixed-Use in process and the status of the stadium process. He referred to the website of www.highpointnc.gov/1993 and encouraged anyone to share any projection plans to that website.

He expressed all the positive comments and once they heard it was about the downtown and creating a sense of place within the City of High Point that is unique and not just about the stadium they had a positive tone about that area. Staff heard the comment, "It is about time." The citizens did have some concerns about safety, parking, etc... Staff was able to answer individual questions and were able to engage with the public.

He reiterated this would be coming back to Council at the September meeting on August 21st. He suggested to have a briefing session as well as an agenda item in September.

Mr. Demko suggested that part of the outreach which was well attended by the media, (newspaper and television stations) he recommended to share with Council the one media clip by WFMY News 2 aired.

There being no further no further discussion the meeting adjourned at 5:09 p.m.

Respectfully Submitted,

Maria A. Smith
Deputy City Clerk

**"RESOLUTION AUTHORIZING DEPOSITORY AGREEMENT WITH
BANK OF AMERICA AND THE CITY OF HIGH POINT**

WHEREAS, the City of High Point, a Municipal Corporation existing under the laws of the State of North Carolina, desires to designate Bank of America as a depository of this Municipal Corporation; and,

WHEREAS, that a deposit account and/or certificates of deposit and/or other evidences of investments be opened and maintained in the name of the City of High Point, with said financial institution in accordance with the applicable rules and regulations for such an account(s); and,

WHEREAS, that the Financial Services Director or his assistant, upon adoption of this resolution, be authorized on behalf of the City of High Point, and in its name to sign checks, drafts, notes, bills of exchange, acceptances, certificates of deposit or other orders for the payment of money; to endorse checks, notes, bills, certificates of deposit, or other instruments, owned or held by this Municipal Corporation for deposit with said bank or for collection or discount by said banks; to accept drafts, acceptances and other instruments payable at said bank; to execute and deliver an electronic funds transfer agreement and to appoint and delegate, from time to time, such persons who may request transfers on behalf of this Municipal Corporation; to establish and maintain a night deposit relationship; to establish and maintain other banking services coincidental to the establishment of said bank as an official depository; to waive presentment, demand, protest and notice of protest or dishonor of any check, note, bill, draft or other instrument made, drawn or endorsed by this Municipal Corporation;

NOW THEREFORE, be it resolved that Bank of America, is herewith designated as an authorized depository of the City of High Point as of August 21, 2017, and that one or more checking and/or other deposit accounts be opened and maintained with Bank of America; that any of the following employees, to wit:

Gregory Demko, City Manager
Jeffrey A. Moore, Financial Services Director
Kelly Latham, Assistant Financial Services Director
Heather Forrest, Accounting Manager
Ashley Grindstaff, Accounting Supervisor

are authorized on behalf of the City of High Point, by, and in its name: to sign checks, drafts, and other orders for the payment of money from the City of High Point's account(s); to accept drafts, acceptances, and other evidences of indebtedness payable at or through said Bank; to waive presentment, demand, protest, and notice of protest or dishonor of any check(s), drafts(s), acceptances, or other evidences of indebtedness made, drawn, or endorsed by the City of High Point; and otherwise deal with Bank of America in connection with the forgoing activities;

BE IT FURTHER RESOLVED, that the opening and maintaining of the above City of High Point account(s) and all transactions in connection therewith shall be governed by the provisions of the agreements contained on the applicable "Signature Cards" pertaining to such accounts(s), as amended from time to time by Bank of America unless otherwise agreed upon by the City of High Point and Bank of America, and by such rules and regulations as Bank of America shall, from time to time, promulgate and establish. It is understood that Bank of America shall give the City of High Point 30 days advance notice as to any changes in the above agreements, rules, and/or regulations. Further, the City of High Point is herewith authorized to obtain other related services from Bank of America. The rendering of such services shall be governed by any other such agreements contained on the application or signature cards pertaining to any such services offered to the City of High Point by Bank of America, as amended from time to time unless otherwise agreed upon by the City of High Point and Bank of America. Each of the above identified employees of the City of High Point is herewith authorized to sign and execute such "Signature Cards," applications and forms as Bank of America shall deem appropriate, from time to time, in connection with the opening and maintaining of such accounts(s) and/or obtaining of such additional related services;

BE IT FURTHER RESOLVED, that Bank of America is authorized and requested to honor all checks, drafts, and other orders for the payment of money drawn in the name of the City of High Point against funds of the City of High Point on deposit with Bank of America when bearing the required signatures of, or pursuant to any agreement with, any two named signatories from the above authorized list;

BE IT FURTHER RESOLVED, that Bank of America is requested, authorized, and directed to honor all checks, drafts, or other orders for the payment of money drawn in the City of High Point's name on its account(s) on the books of Bank of America (including those drawn to the individual order of any of the aforementioned authorized signatories whose names appear thereon as signer or signers thereof) when bearing or purporting to bear the mechanically produced facsimile signature(s) of any two of the following:

Gregory Demko, City Manager
Jeffrey A. Moore, Financial Services Director
Kelly Latham, Assistant Financial Services Director
Heather Forrest, Accounting Manager
Ashley Grindstaff, Accounting Supervisor

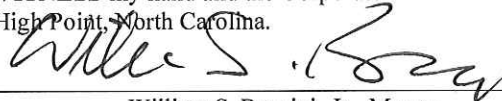
and Bank of America is authorized and directed to honor and to charge the City of High Point for all such checks, drafts, or other orders for the payment of money, regardless of by whom or by what means the actual or purported mechanically produced signature(s) thereon may have been affixed thereto, if such signature(s) resemble(s) the specimens from time to time filed with Bank of America by the City Clerk or other officer of the City.

BE IT FURTHER RESOLVED, that the City Clerk shall furnish Bank of America a certified copy of this Resolution or such form as the institution may require, and Bank of America is hereby authorized to deal with the above named employees under the authority of this Resolution unless and until it shall be expressly notified in writing to the contrary by the City of High Point;

BE IT FURTHER RESOLVED, that the City Clerk shall, from time to time hereafter, as changes in the personnel named within this Resolution are made, immediately certify such changes to Bank of America."

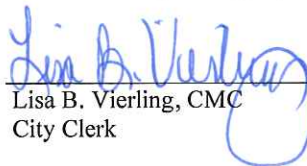
I further certify that the City Council of the City of High Point, has at the time of adoption of this resolution had full power and lawful authority to adopt the foregoing resolution and to confer the powers granted to the persons named who have full power and lawful authority to exercise the same.

WITNESS my hand and the Corporate Seal of the City of
High Point, North Carolina.



William S. Bencini, Jr., Mayor

Adopted by City Council,
this the 21st day of August, 2017.



Lisa B. Vierling, CMC
City Clerk



**"RESOLUTION AUTHORIZING DEPOSITORY AGREEMENT WITH
BB&T AND THE CITY OF HIGH POINT**

WHEREAS, the City of High Point, a Municipal Corporation existing under the laws of the State of North Carolina, desires to designate BB&T as a depository of this Municipal Corporation; and,

WHEREAS, that a deposit account and/or certificates of deposit and/or other evidences of investments be opened and maintained in the name of the City of High Point, with said financial institution in accordance with the applicable rules and regulations for such an account(s); and,

WHEREAS, that the Financial Services Director or his assistant, upon adoption of this resolution, be authorized on behalf of the City of High Point, and in its name to sign checks, drafts, notes, bills of exchange, acceptances, certificates of deposit or other orders for the payment of money; to endorse checks, notes, bills, certificates of deposit, or other instruments, owned or held by this Municipal Corporation for deposit with said bank or for collection or discount by said banks; to accept drafts, acceptances and other instruments payable at said bank; to execute and deliver an electronic funds transfer agreement and to appoint and delegate, from time to time, such persons who may request transfers on behalf of this Municipal Corporation; to establish and maintain a night deposit relationship; to establish and maintain other banking services coincidental to the establishment of said bank as an official depository; to waive presentment, demand, protest and notice of protest or dishonor of any check, note, bill, draft or other instrument made, drawn or endorsed by this Municipal Corporation;

NOW THEREFORE, be it resolved that BB&T, is herewith designated as an authorized depository of the City of High Point as of August 21, 2017, and that one or more checking and/or other deposit accounts be opened and maintained with BB&T; that any of the following employees, to wit:

Gregory Demko, City Manager
Jeffrey A. Moore, Financial Services Director
Kelly Latham, Assistant Financial Services Director
Heather Forrest, Accounting Manager
Ashley Grindstaff, Accounting Supervisor

are authorized on behalf of the City of High Point, by, and in its name: to sign checks, drafts, and other orders for the payment of money from the City of High Point's account(s); to accept drafts, acceptances, and other evidences of indebtedness payable at or through said Bank; to waive presentment, demand, protest, and notice of protest or dishonor of any check(s), drafts(s), acceptances, or other evidences of indebtedness made, drawn, or endorsed by the City of High Point; and otherwise deal with BB&T in connection with the forgoing activities;

BE IT FURTHER RESOLVED, that the opening and maintaining of the above City of High Point account(s) and all transactions in connection therewith shall be governed by the provisions of the agreements contained on the applicable "Signature Cards" pertaining to such accounts(s), as amended from time to time by BB&T unless otherwise agreed upon by the City of High Point and BB&T, and by such rules and regulations as BB&T shall, from time to time, promulgate and establish. It is understood that BB&T shall give the City of High Point 30 days advance notice as to any changes in the above agreements, rules, and/or regulations. Further, the City of High Point is herewith authorized to obtain other related services from BB&T. The rendering of such services shall be governed by any other such agreements contained on the application or signature cards pertaining to any such services offered to the City of High Point by BB&T, as amended from time to time unless otherwise agreed upon by the City of High Point and BB&T. Each of the above identified employees of the City of High Point is herewith authorized to sign and execute such "Signature Cards," applications and forms as BB&T shall deem appropriate, from time to time, in connection with the opening and maintaining of such accounts(s) and/or obtaining of such additional related services;

BE IT FURTHER RESOLVED, that BB&T is authorized and requested to honor all checks, drafts, and other orders for the payment of money drawn in the name of the City of High Point against funds of the City of High Point on deposit with BB&T when bearing the required signatures of, or pursuant to any agreement with, any two named signatories from the above authorized list;

BE IT FURTHER RESOLVED, that BB&T is requested, authorized, and directed to honor all checks, drafts, or other orders for the payment of money drawn in the City of High Point's name on its account(s) on the books of BB&T (including those drawn to the individual order of any of the aforementioned authorized signatories whose names appear thereon as signer or signers thereof) when bearing or purporting to bear the mechanically produced facsimile signature(s) of any two of the following:

Gregory Demko, City Manager
Jeffrey A. Moore, Financial Services Director
Kelly Latham, Assistant Financial Services Director
Heather Forrest, Accounting Manager
Ashley Grindstaff, Accounting Supervisor

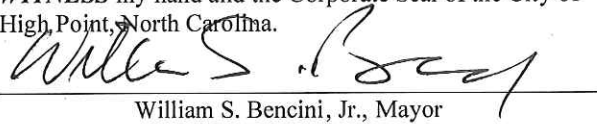
and BB&T is authorized and directed to honor and to charge the City of High Point for all such checks, drafts, or other orders for the payment of money, regardless of by whom or by what means the actual or purported mechanically produced signature(s) thereon may have been affixed thereto, if such signature(s) resemble(s) the specimens from time to time filed with BB&T by the City Clerk or other officer of the City.

BE IT FURTHER RESOLVED, that the City Clerk shall furnish BB&T a certified copy of this Resolution or such form as the institution may require, and BB&T is hereby authorized to deal with the above named employees under the authority of this Resolution unless and until it shall be expressly notified in writing to the contrary by the City of High Point;

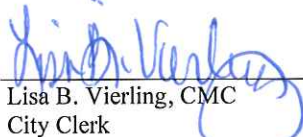
BE IT FURTHER RESOLVED, that the City Clerk shall, from time to time hereafter, as changes in the personnel named within this Resolution are made, immediately certify such changes to BB&T."

I further certify that the City Council of the City of High Point, has at the time of adoption of this resolution had full power and lawful authority to adopt the foregoing resolution and to confer the powers granted to the persons named who have full power and lawful authority to exercise the same.

WITNESS my hand and the Corporate Seal of the City of High Point, North Carolina.


William S. Bencini, Jr., Mayor

Adopted by City Council,
this the 21st day of August, 2017.


Lisa B. Vierling, CMC
City Clerk



**"RESOLUTION AUTHORIZING DEPOSITORY AGREEMENT WITH
WELLS FARGO N.A. AND THE CITY OF HIGH POINT**

WHEREAS, the City of High Point, a Municipal Corporation existing under the laws of the State of North Carolina, desires to designate Wells Fargo NA as a depository of this Municipal Corporation; and,

WHEREAS, that a deposit account and/or certificates of deposit and/or other evidences of investments be opened and maintained in the name of the City of High Point, with said financial institution in accordance with the applicable rules and regulations for such an account(s); and,

WHEREAS, that the Financial Services Director or his assistant, upon adoption of this resolution, be authorized on behalf of the City of High Point, and in its name to sign checks, drafts, notes, bills of exchange, acceptances, certificates of deposit or other orders for the payment of money; to endorse checks, notes, bills, certificates of deposit, or other instruments, owned or held by this Municipal Corporation for deposit with said bank or for collection or discount by said banks; to accept drafts, acceptances and other instruments payable at said bank; to execute and deliver an electronic funds transfer agreement and to appoint and delegate, from time to time, such persons who may request transfers on behalf of this Municipal Corporation; to establish and maintain a night deposit relationship; to establish and maintain other banking services coincidental to the establishment of said bank as an official depository; to waive presentment, demand, protest and notice of protest or dishonor of any check, note, bill, draft or other instrument made, drawn or endorsed by this Municipal Corporation;

NOW THEREFORE, be it resolved that Wells Fargo NA, is herewith designated as an authorized depository of the City of High Point as of August 21, 2017, and that one or more checking and/or other deposit accounts be opened and maintained with Wells Fargo NA; that any of the following employees, to wit:

Gregory Demko, City Manager
Jeffrey A. Moore, Financial Services Director
Kelly Latham, Assistant Financial Services Director
Heather Forrest, Accounting Manager
Ashley Grindstaff, Accounting Supervisor

are authorized on behalf of the City of High Point, by, and in its name: to sign checks, drafts, and other orders for the payment of money from the City of High Point's account(s); to accept drafts, acceptances, and other evidences of indebtedness payable at or through said Bank; to waive presentment, demand, protest, and notice of protest or dishonor of any check(s), drafts(s), acceptances, or other evidences of indebtedness made, drawn, or endorsed by the City of High Point; and otherwise deal with Wells Fargo NA in connection with the forgoing activities;

BE IT FURTHER RESOLVED, that the opening and maintaining of the above City of High Point account(s) and all transactions in connection therewith shall be governed by the provisions of the agreements contained on the applicable "Signature Cards" pertaining to such accounts(s), as amended from time to time by Wells Fargo NA unless otherwise agreed upon by the City of High Point and Wells Fargo NA, and by such rules and regulations as Wells Fargo NA shall, from time to time, promulgate and establish. It is understood that Wells Fargo NA shall give the City of High Point 30 days advance notice as to any changes in the above agreements, rules, and/or regulations. Further, the City of High Point is herewith authorized to obtain other related services from Wells Fargo NA. The rendering of such services shall be governed by any other such agreements contained on the application or signature cards pertaining to any such services offered to the City of High Point by Wells Fargo NA, as amended from time to time unless otherwise agreed upon by the City of High Point and Wells Fargo NA. Each of the above identified employees of the City of High Point is herewith authorized to sign and execute such "Signature Cards," applications and forms as Wells Fargo NA shall deem appropriate, from time to time, in connection with the opening and maintaining of such accounts(s) and/or obtaining of such additional related services;

BE IT FURTHER RESOLVED, that Wells Fargo NA is authorized and requested to honor all checks, drafts, and other orders for the payment of money drawn in the name of the City of High Point against funds of the City of High Point on deposit with Wells Fargo NA when bearing the required signatures of, or pursuant to any agreement with, any two named signatories from the above authorized list;

BE IT FURTHER RESOLVED, that Wells Fargo NA is requested, authorized, and directed to honor all checks, drafts, or other orders for the payment of money drawn in the City of High Point's name on its account(s) on the books of Wells Fargo NA (including those drawn to the individual order of any of the aforementioned authorized signatories whose names appear thereon as signer or signers thereof) when bearing or purporting to bear the mechanically produced facsimile signature(s) of any two of the following:

Gregory Demko, City Manager
Jeffrey A. Moore, Financial Services Director
Kelly Latham, Assistant Financial Services Director
Heather Forrest, Accounting Manager
Ashley Grindstaff, Accounting Supervisor

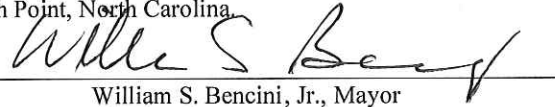
and Wells Fargo NA is authorized and directed to honor and to charge the City of High Point for all such checks, drafts, or other orders for the payment of money, regardless of by whom or by what means the actual or purported mechanically produced signature(s) thereon may have been affixed thereto, if such signature(s) resemble(s) the specimens from time to time filed with Wells Fargo NA by the City Clerk or other officer of the City.

BE IT FURTHER RESOLVED, that the City Clerk shall furnish Wells Fargo NA a certified copy of this Resolution or such form as the institution may require, and Wells Fargo NA is hereby authorized to deal with the above named employees under the authority of this Resolution unless and until it shall be expressly notified in writing to the contrary by the City of High Point;

BE IT FURTHER RESOLVED, that the City Clerk shall, from time to time hereafter, as changes in the personnel named within this Resolution are made, immediately certify such changes to Wells Fargo NA."

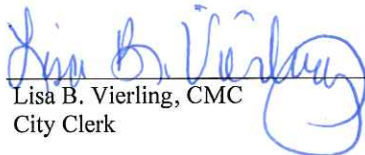
I further certify that the City Council of the City of High Point, has at the time of adoption of this resolution had full power and lawful authority to adopt the foregoing resolution and to confer the powers granted to the persons named who have full power and lawful authority to exercise the same.

WITNESS my hand and the Corporate Seal of the City of
High Point, North Carolina.



William S. Bencini, Jr., Mayor

Adopted by City Council,
this the 21st day of August, 2017.


Lisa B. Vierling, CMC
City Clerk



69
BK: R 7982

PG: 864-869

RECORDED:

10-05-2017

10:21:29 AM

BY: JANE SCHULTZ

DEPUTY-HP



2017056487

GUILFORD COUNTY, NC

JEFF L. THIGPEN

REGISTER OF DEEDS

NC FEE \$26.00

DRAWN BY: JoAnne L. Carlyle, City Attorney
RETURN TO: City Attorney, P.O. Box 230, High Point, NC 27261

NORTH CAROLINA

GUILFORD COUNTY

**RIGHT OF WAY
ENCROACHMENT AGREEMENT**

THIS AGREEMENT (Agreement) made this 2 day of OCTOBER, 2017, between **THE CITY OF HIGH POINT**, a municipal corporation, located at 211 South Hamilton Street, High Point, North Carolina, 27260, existing under the laws of the State of North Carolina (the "City") and **THOMAS BUILT BUSES, INC.**, a domestic Business Corporation located at 1408 Courtesy Road, High Point, NC, 27260, hereinafter known as the "Company"

WITNESSETH

WHEREAS, the City owns the public right of way that includes Courtesy Road; and

WHEREAS, the Company desires, for its interest and convenience, to construct, maintain and put in place a structure as shown on Exhibit A ("Structure") in said right-of-way; and

WHEREAS, the City under the terms and conditions herein set forth, is willing to allow the above described improvements to be made, and allow the Company to encroach upon the above-referenced City-owned right of way; and

WHEREAS, the Company has paid to the City the sum of \$150.00, which partially defrays the administrative costs of the City.

NOW, THEREFORE, in consideration of the premises and \$150.00 in hand paid receipt of which is hereby acknowledged and other consideration, the Company hereby covenants and agrees that:

1. The Company is responsible for any and all expenditure of labor or materials required in the installation, erection, repair, maintenance or location of the above-referenced Structure.

2. The Company is responsible for any and all labor or expense which results from any and all future maintenance and repair of such Structure, and the removal or dismantling of the Structure if and when the Structure is removed.

3. The Company is to be fully responsible for any and all property damage or injury to or death of any person which results from any and all negligence, omission, defect in design, maintenance or workmanship created by the Company, its agents, employees, contractors or subcontractors in connection with the Encroachment, or any cause of action arising out of the installation, maintenance, or location of said Structure or any other cause of action arising out of the planting, installation, maintenance, or location of said Structure (collectively, "Claims and Causes of Action").

4. The Company agrees:

- (a) to hold the City, its officers, agents and employees harmless from any and all liability arising out of any such Claims and Causes of Action, and
- (b) to defend the City, its officers, councilors and employees and pay all attorney fees in any and all actions brought as a result of such Claims and Causes of Action; and
- (c) indemnify the City, its officers, agents and employees against any and all loss sustained by reason of such Claims and Causes of Action.

5. The Company, during the life of this agreement, agrees to procure or cause to be procured from a responsible insurance carrier or carriers, authorized under the laws of the State of North Carolina, insurance in the minimum amounts of One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate, combined single limit for personal injury, property damage, or wrongful death caused by construction, maintenance, location, repair or visual obstruction of said encroachment with the City of High Point being included as additional insured as respects work under this Agreement. Company shall furnish the City upon the City's request, but no more than once in any 12 month period, a certification from the insurance carrier or carriers with whom the insurance herein mentioned is carried, stating that such compensation is covered by such carrier or carriers and showing such insurance to be in full force and effect (or proof of self-insurance as referenced below). Company shall give the City at least 30 days advanced written notice of any cancellation of any required coverage that is not replaced. Should Company fail to pay premiums upon said insurance, or should Company fail to obtain said insurance, or to perform any of the

agreements, terms, or conditions herein contained; the City at its option, by written notice may declare this agreement cancelled and terminated and all rights acquired hereunder by Company shall thereupon terminate, except Owner shall still be responsible for removing the Equipment from the right of way. In lieu of the foregoing, Company may self insure for any or all of the coverages set forth above.

6. The Company, upon completion of the installation of the Structure, shall submit to the City revised drawings in the form of an AutoCad (.dwg) file for retention by the City if the actual installation differs significantly from the installation shown on the Exhibit A (Site Plan) (in such event, the Company shall secure approval of the City prior to the differing installation).

7. The Company agrees to abide by all lawful statutes and ordinances governing construction of the Structure as contemplated herein.

8. This Agreement shall not divest the City of any rights or interest in said right of way.

9. The Company shall contact "NC One Call Center" prior to excavation where and in the manner required by the NC One Call law.

11. This Agreement shall be binding upon and ensure to the benefit of all of the parties hereto and their heirs, personal representatives, grantees, successors, and assigns.

12. All matters relating to this Agreement shall be governed by laws of the State of North Carolina without regard to its choice of law provisions, and venue for any action related to the Agreement shall be Guilford County Superior Court or the United States District Court for the Middle District of North Carolina.

13. All notices required herein shall be deemed given by depositing such in the United States Mail, first class, and addressed as follows:

If to City:

City of High Point
Planning & Development Department
P.O. Box 230
High Point, NC 27261
ATTN: Planning Director

If to Company:

Thomas Built Buses, Inc.
1408 Courtesy Road
High Point, NC 27260

IN WITNESS WHEREOF, the City of High Point has caused this instrument to be signed by its City Manager and attested by its Clerk and its seal to be affixed by the duly-granted authority of its City Council, the day and year first above written.

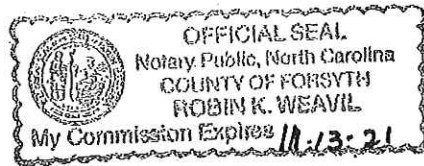
Thomas Built Buses, Inc.

By: Caley Edgerly

Print Name: CALEY EDGERLY

Title: PRESIDENT + CEO

STATE OF North Carolina
Guilford COUNTY



I, Robin K. Weavil, a Notary Public of the County and State, do hereby certify that Caley Edgerly, personally came before me this day and acknowledged that he/she is President / CEO, and that he/she, as President / CEO being authorized to do so, executed the foregoing on behalf of the company.

Witness my hand and official stamp or seal, this the 27 day of September, 2017.

My commission Expires: 11-13-2021

Robin K. Weavil
Notary Public

CITY OF HIGH POINT

By: Greg Demko
Greg Demko, City Manager

ATTEST:

Lisa B. Vierling
Lisa B. Vierling, City Clerk



NORTH CAROLINA

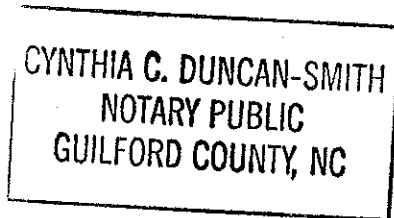
GUILFORD COUNTY

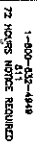
I, Cynthia C. Duncan-Smith, a Notary Public of said county and state do hereby certify that Lisa B. Vierling is known to me as City Clerk of the City of High Point; that she personally appeared before me this date; and, that by authority duly given, and as the act of the said City of High Point, the foregoing instrument was signed in its name by its City Manager, sealed with its corporate seal, and attested by herself as its clerk.

Witness my hand and official stamp or seal, this the 2 day of October, 2017.

My commission Expires: 1/18/2020

Cynthia C. Duncan-Smith
Notary Public





CALL BEFORE YOU DIG
THE LOCATIONS OF UTILITIES SHOWN ON THE DRAWING ARE ONLY APPROXIMATE. PERSONS WORKING IN THE AREA COVERED BY THIS DRAWING MUST CONTACT "CALL-BEFORE-YOU-DIG" SYSTEM TO ASCERTAIN THE LOCATIONS OF UNDERGROUND UTILITIES PRIOR TO PERFORMING ANY EXCAVATION.

Row	Date	Description
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SCALE: 1"=50'



PCT1001

**TELECOMMUNICATION & INDUSTRIAL
CONSULTING SERVICES, CORP.**
5173 Gumtree Rd., Winston-Salem, N.C.
(336) 788-0150

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