City of High Point

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

Meeting Agenda

Monday, July 20, 2015

5:30 PM

Council Chambers

City Council

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

ROLL CALL, PRAYER, AND PLEDGE OF ALLEGIANCE

PRESENTATIONS

150214 Presentation - Guilford Workforce Development
Ms. Lillian Plummer, with Guilford Workforce Development, will be present to update City Council on the Workforce Innovation and Opportunity ACT (WIOA) and will be requesting adoption of a Resolution authorizing the execution of the Guilford Workforce Development Consortium Agreement between the City of Greensboro, City of High Point and Guilford County

PUBLIC HEARING

150215 Public Hearing - HAECO Americas / TIMCO Aerosystems Expansion Project
Monday, July 20, 2015 at 5:30 p.m. is the date and time established to receive public comments on a request to authorize performance-based incentives in an amount not to exceed $147,000 for HAECO Americas / TIMCO Aerosystems. The company proposes to create 147 full-time jobs and add $5.75 million to the local tax base at 8010 Piedmont Triad Parkway.

PUBLIC COMMENT PERIOD

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

**Persons who have signed the register to speak shall be taken in the order in which they are listed. Others who wish to speak and have not signed in will be taken after those who have registered.*
**Persons addressing City Council are asked to limit their comments to 3 minutes.*
**Citizens will be asked to come to the podium, state their name and address and the subject(s) on which they will comment.*
**If a large number of people are present to register concerns about the same subject, it is suggested that they might be acknowledged as a unified group while a designated speaker covers the various points. This helps to avoid repetition while giving an opportunity for people present with the same concerns to be recognized.*

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

CONSENT AGENDA ITEMS

FINANCE COMMITTEE - Mayor Pro Tem Davis, Chair

150216 Purchase of Equipment - Rear Loading Refuse Truck
Council is requested to approve the purchase of a Freightliner truck with

New Way rear loading refuse body from Scranton Manufacturing Company in the amount of $180,982.84; declare the old truck as surplus and dispose through the online auction process and authorize the appropriate City official to execute all necessary documents.

150217 Purchase of Equipment - Truck Mounted Street Sweeper
Council is requested to approve the purchase of a used 2014 Elgin Crosswind street sweeper from Public Works Equipment and Supply, Inc. in the amount of $228,000 and authorize the appropriate City Official to execute the necessary documents.

150218 Purchase of Equipment - Truck Mounted Vacuum
Council is requested to approve the purchase of a new truck mounted vacuum debris collector from Old Dominion Brush, Inc., in the amount of $165,877.05 and authorize the appropriate city official to execute the necessary documents.

150219 Purchase of Equipment - Truck Mounted Sewer Vacuum
Council is requested to approve the purchase of a truck mounted sewer vacuum from Rodders & Jet Supply Company in the amount of $331,910.55 with trade in of old equipment and authorize the appropriate City Official to execute the necessary documents.

150220 Purchase of Equipment- Side Loading Refuse Trucks
Council is requested to approve the purchase of two (2) side loading refuse trucks from Scranton Manufacturing Company in the amount of $515,977.58 and authorize the appropriate City Official to execute the necessary documents.

150221 Purchase of Equipment - Fire Trucks
Council is requested to approve the purchase of three 2016 Pierce Enforcer fire trucks from Atlantic Emergency Solutions in the amount of $1,699,674.00, and that the appropriate City official be authorized to execute all necessary documents.

150222 Contract - Motorola P25 Migration Upgrade Project
Council is requested to approve contract with Motorola Solutions, Inc. in the amount of $3,242,507.00 for the complete upgrade to the city's current radio system and authorize the appropriate City Official to execute the necessary documents.

150223 Contract - Motorola Radio Purchase
Council is requested to approve contract with Motorola Solutions, Inc. for the purchase of 65 portable radios and ninety eight (98) mobile radios as part of the annual eight (8) year radio replacement cycle in the amount of $577,691.87 and authorize the appropriate City Official to execute the necessary documents.

150224 Contract - Vesta 911 Next Generation Phone System Lease
Council is requested to approval contract with Wireless Communications, Inc. for the lease of the Vesta 911 Next Generation Phone System. The lease price of this equipment including installation

is $673,707 over a five year period (final price with financing $776,640.)

150225 Contract - Motorola/Intrado Solutions, Inc. - Next Generation 911 Service Solution
Council is requested to approve a Service Agreement with Motorola/Intrado Solutions to support the 911 Center's life critical Next Generation 911 solution. The contract price is $1,173,365 and is payable over a 60 month period.

150226 Acceptance of Grant from US Department of Homeland Security (FEMA)
Council is requested to accept the award of a grant from the US Department of Homeland Security (FEMA) in the amount of $1,215,163.00 (1,104,694.00 Federal funds, $110,469.00 City match).

150227 Budget Ordinance Amendment - Self Contained Breathing Appartus - FEMA
Council is requested to adopt a Budget Ordinance amending the 2015-2015 Budget Ordinance to appropriate funds in the amount of $1,215,163.00 for a grant received from FEMA for the purchase of self-contained breathing apparatus for the Fire Department.

150229 Resolution - Interlocal Agreement- Justice Assistance Grant Program
Council is requested to adopt a Resolution ratifying and authorizing the execution of an interlocal agreement between the City of Greensboro, High Point, and Guilford County for the shared use of the 2015 Byrne Justice Assistant Grant (JAG) program award.

150230 Municipal Agreement - NCDOT - Pedestrian Planning Grant
Council is requested to approve a Municipal Agreement with the North Carolina Department of Transportation (NCDOT) for a Bicycle and Pedestrian Planning Grant.

150231 Amendment to Lease - High Point Theatre/IHFC Property
Council is requested to approve an amendment to the original lease between the High Point Theatre and the International Market Center (IMC) to allow for a consistent budgeting for HVAC service and preventative maintenance that the Theatre receives from the IMC for the period of July 1, 2015, June 20, 2016.

REGULAR AGENDA ITEMS

COMMUNITY HOUSING & NEIGHBORHOOD DEVELOPMENT COMMITTEE - Council Member Golden, Chair

150232 Ordinance - Demolition of Dwelling - 208 Vail Avenue
Council is requested to adopt an ordinance ordering the inspector to effectuate the demolition of a dwelling located at 208 Vail Avenue belonging to Darrell D. Wallace and Ruth Valerie Wallace.

150233 2015 Urgent Repair Program - Policies
Council is requested to approve a Procurement and Disbursement

Policy and a Assistance Policy for the 2015 Urgent Repair Program for the Community Development and Housing Department as part of a $100,000.00 grant awarded by the North Carolina Housing Finance Agency (NCHFA).

PLANNING & DEVELOPMENT COMMITTEE - Council Member Wagner, Chair

150234 Resolution of Intent - Annexation Case ANX15-06
Approval of a Resolution of Intent that establishes a public hearing date of August 17, 2015, to consider a voluntary contiguous annexation request. The proposed annexation site is an approximate 0.74-acre parcel lying along the north side of W. Wendover Avenue, approximately 670 feet east of Penny Road. The property is addressed as 5230 W. Wendover Avenue and is also known as Guilford County Tax Parcel 0170003.

150235 Right of Way Encroachment Agreement - Marsh Furniture
Council is requested to approve a right of way encroachment with Marsh Furniture to allow for additional parking along S. Centennial Street, between Kearns Street and S. Main Street.

PUBLIC HEARING

150174 Ordinance - Sylvia Kennedy - Annexation Case 15-04
(Executrix for the estate of Helen Ruth Byerly)
A request by Sylvia Kennedy to consider a voluntary non-contiguous annexation of approximate 12.3-acres approximately 950 feet north of W. Lexington Avenue along the east side of Richard Byerly Road and west of Fernley Court.

150175 Allegro Investment Properties, LLC - Land Use Plan Amendment Case 15-01
A request by Allegro Investment Properties, LLC to change the Land Use Map classification for approximately 27 acres from Future Growth Area to Low Density Residential. The site is lying north of W. Lexington Avenue and east of Richard Byerly Road.

150176 Ordinance - Allegro Investment Properties, LLC - Zoning Case 15-07
A request by Allegro Investment Properties, LLC to rezone approximately 12.3 acres from the Low Density Residential (RS) and Rural Agricultural-3 (RA-3) Districts, both within Davidson County's zoning jurisdiction, to the Residential Single Family-15 (RS-15) District. The site is lying approximately 950 feet north of W. Lexington Avenue, along the east side of Richard Byerly Road and west of Fernley Court. Approval of this rezoning request is contingent upon City Council approval of a voluntary annexation request.

150177 Appeal of a Technical Review Committee Decision - (Request to Withdraw)

At the May 18, 2015 Allegro Investment Properties, LLC requested an appeal of the decision of the Technical Review Committee to uphold subdivision access requirements. This appeal is pertaining to 12.3-acres lying approximately 950 feet north of W. Lexington Avenue along the east side of Richard Byerly Road and west of Fernley Court. At this time, the applicant is requesting to withdraw this appeal application.

150236 Resolution - City of High Point - Street Abandonment Case 15-05
A request by the Technical Review Committee to abandon a partially improved alley lying along the west side of Cable Street, approximately 65 feet south of W. Green Drive.

150237 Resolution - City of High Point - Street Abandonment Case 15-06
A request by the Technical Review Committee to abandon an unimproved right-of-way lying north of Tank Avenue.

PROSPERITY & LIVABILITY COMMITTEE - Council Member Ewing, Chair

150242 Amendment to Traffic Schedule - Article P - Multi-Way Stop at Johnson Street & Farris Avenue
Consideration of a recommendation by the Prosperity and Livability Committee to amend the Traffic Schedule - Article P to install a multi-way STOP at Johnson Street and Farris Avenue.

Pending Items

150190 Amendment to Traffic Schedule - Article P - Four Way Stop at Rotary/Farris
Consideration of a recommendation by the Prosperity and Livability Committee to install a four-way STOP condition at the intersection of Rotary Drive and Farriss Avenue.

GENERAL BUSINESS AGENDA

150238 Appointment - Theatre Advisory Board - Thigpen
Council is requested to confirm the appointment of Johnnie Thigpen the Theatre Advisory Board. Appointments to be effective immediately and will expire June 30, 2018.

150239 Reappointment- Alcoholic Beverage Control Board - Blakeney
Council is requested to confirm the reappointment of Mary Lou Blakeney to the Board of Alcoholic Control (ABC Board) effective immediately and expiring February 2, 2018.

150240 Approval of the Minutes of Previous City Council Meetings
§ Budget Review Session; May 27, 2015 @ 3:00 p.m.
§ Budget Review Session; May 28, 2015 @ 4:00 p.m.
§ Manager's Briefing Session; June 1, 2015 @ 4:00 p.m.
§ High Point City Council Regular Meeting; June 1, 2015 @ 5:30 p.m.
§ Manager's Briefing Session/Budget Review Session; June 2, 2015

@ 3:00 p.m.
§ Prosperity & Livability Committee; June 3, 2015 @ 9:00 a.m.
§ Community Housing & Neighborhood Development Committee; June 9, 2015 @ 10:00 a.m.
§ Finance Committee; June 11, 2015 @ 4:00 p.m.
§ Budget Review Session; June 11, 2015 @ 4:45 p.m.
§ Manager's Briefing Session/Budget Review Session; June 15, 2015 @ 3:30 p.m.
§ High Point City Council Regular Meeting; June 15, 2015 @ 5:30 p.m.
§ Special Meeting (MSD Public Hearing); June 18, 2015 @ 9:00 a.m.
§ Adjourned Session; June 18, 2015 @ 9:30 a.m.

150097 Boards & Commissions- Vacancy Report
Attached is the current list of vacancies for all Boards and Commissions.

ADJOURNMENT

CITY OF HIGH POINT
AGENDA ITEM

Title: Acceptance of Grant from US Department of Homeland Security

From: Thomas Reid, Fire Chief

Meeting Date: July 20, 2015

Public Hearing: N/A

Advertising Date N/A
Advertised By: N/A

Attachments: Grant Award Letter – Department of Homeland Security

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PURPOSE:
The High Point Fire Department is currently using Self Contained Breathing Apparatus (SCBA) that is three (3) standards out of the national excepted practice. HPFD did apply and received a grant from the Department of Homeland Security in efforts to bring this vital piece of safety equipment up to current standards.

BACKGROUND:
High Point Fire Department's SCBA are currently in dire need of replacement due to age, standard version, and repair cost. By accepting the grant award from the Department of Homeland Security, this will provide High Point with the most current standard SCBA, which in turn will improve the safety for the firefighters as well as the citizens of High Point.

BUDGET IMPACT:
As a condition of this award the City of High Point is required to match 10 percent ($110,469.00) of the Federal contribution of $1,104,694.00.

RECOMMENDATION / ACTION REQUESTED:
High Point Fire Department is requesting that City Council accept the US Department of Homeland Security Grant Award for the purchase of self-contained breathing apparatus.

U.S. Department of Homeland Security
Washington, D.C. 20472

FEMA

Ms. Chris Madden
City of High Point Fire Department
434 S. Elm Street
High Point, North Carolina 27260-6619

Re: Award No.EMW-2014-FO-05459

Dear Ms. Madden:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2014 Assistance to Firefighters Grant has been approved in the amount of $1,104,694.00. As a condition of this award, you are required to contribute a cost match in the amount of $110,469.00 of non-Federal funds, or 10 percent of the Federal contribution of $1,104,694.00.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the Assistance to Firefighters Grant Programs' e-grant system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo
- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2014 Assistance to Firefighters Grant Funding Opportunity Announcement.

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Prior to requesting Federal funds, all recipients are required to register in the System for Award Management (SAM.gov). As the recipient, you must register and maintain current information in SAM.gov until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that the recipient review and update the information annually after the initial registration, and more frequently for changes in your information. There is no charge to register in SAM.gov. Your registration must be completed on-line at https://www.sam.gov/portal/public/SAM/. It is your entity's responsibility to have a valid DUNS number at the time of registration.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please go to https://portal.fema.gov to accept or decline your award. This will take you to the Assistance to Firefighters eGrants system. Enter your User Name and Password as requested on the login screen. Your User Name and Password are the same as those used to complete the application on-line.

Once you are in the system, the Status page will be the first screen you see. On the right side of the Status screen, you will see a column entitled Action. In this column, please select the View Award Package from the drop down menu. Click Go to view your award package and indicate your acceptance or declination of award. PLEASE NOTE: your period of performance has begun. If you wish to accept your grant, you should do so immediately. When you have finished, we recommend printing your award package for your records.

Step 2: If you accept your award, you will see a link on the left side of the screen that says "Update 1199A" in the Action column. Click this link. This link will take you to the SF-1199A, Direct Deposit Sign-up Form. Please complete the SF-1199A on-line if you have not done so already. When you have finished, you must submit the form electronically. Then, using the Print 1199A Button, print a copy and take it to your bank to have the bottom portion completed. Make sure your application number is on the form. After your bank has filled out their portion of the form, you must fax a copy of the form to FEMA's SF-1199 Processing Staff at 301-998-8699. You should keep the original form in your grant files. After the faxed version of your SF 1199A has been reviewed you will receive an

email indicating the form is approved. Once approved you will be able to request payments online. If you have any questions or concerns regarding your 1199A, or the process to request your funds, please call (866) 274-0960.

Sincerely,

Brian E. Kamoie
Assistant Administrator for Grant Programs

BK: R 7754
PG: 2861-2864
RECORDED:
10-30-2015
10:14:06 AM
BY: JANE SCHULTZ
DEPUTY-HP

2015058293
GUILFORD COUNTY, NC
JEFF L. THIGPEN
REGISTER OF DEEDS

NC FEE $26.00

48

Return to: Joanne Carlyle, City Attorney
City of High Point
P.O. Box 230
High Point, NC 27261
Resolution No. 1470 / 15-41

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HIGH POINT, IN A REGULAR MEETING ASSEMBLED ON THE 20th DAY OF JULY, 2015 AT 5:30 P.M. IN THE COUNCIL CHAMBERS OF THE MUNICIPAL BUILDING, HIGH POINT, NORTH CAROLINA:

Street Abandonment (Closure) Case 15-06
(portion of Tank Court)

WHEREAS, The City of High Point Technical Review Committee has petitioned the City Council of the City of High Point to permanently abandon (close) that portion of the Tank Court right-of-way lying north of Tank Avenue. This right-of-way is more specifically described as follows:

Beginning at the existing southeastern property corner of lot #18 (also known as Guilford County Tax Parcel 0172383) as recorded in **(PB 11 PG 78)** in the Office of the Register of Deeds of Guilford County, North Carolina; thence northerly along the western right-of-way line of the unopened portion of Tank Court, said line also being the eastern property line of lot #18 to the existing northeastern property corner; thence in an easterly direction across the unopened portion of Tank Court to the existing northwestern property corner of lot #28 (also known as Guilford County Tax Parcel 0172378); thence southerly along the eastern right-of-way line of the unopened portion of Tank Court, said line also being the western property line of lot #28 to the southwestern property corner of lot #28; thence in a westerly direction across the unopened portion of Tank Court to the point and place of beginning.

WHEREAS, the petition has been duly filed with this Council in a Regular meeting assembled on the 15th day of June, 2015, at 5:30 p.m. setting the 20h day of July, 2015 at 5:30 p.m., in the Council Chambers of the Municipal Building, as the time and place for a public hearing before said Council on said petition, and public notice of said time and place was ordered given, all pursuant to North Carolina G.S. 160A-299; and

WHEREAS, due and proper notice of said hearing to be heard on the petition at this meeting of City Council was made by publication in the High Point Enterprise for four (4) consecutive weeks, beginning June 26, 2015 and July 3, 10 & 17, 2015; and,

WHEREAS, the above entitled matter, pursuant to said resolution and notice was called for hearing before said Council at which time there was no objection or opposition offered on the part of any firm or corporation to abandon (closure) of that portion of the Tank Court right-of-way, as previously described above; and

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

NOW THEREFORE BE IT RESOLVED:

1. That portion of the Tank Court right-of-way, as described above, be closed pursuant to North Carolina G.S. 160A-299; and
2. That a copy of this resolution be filed in the Office of the Register of Deeds for Guilford County, North Carolina.

By order of the City Council,
this the 20th day of July, 2015
Lisa B. Vierling, City Clerk

NORTH CAROLINA'S INTERNATIONAL CITY™

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

Certification

I, Lisa B. Vierling, City Clerk of the City of High Point, North Carolina, do hereby certify that the foregoing is a true and accurate Resolution adopted by the City Council in official Session on July 20, 2015 and upon approval by City Council will be recorded in Book 90 of the Official Minute Books and Resolution Book XIX of this City, under my care, custody and control. As of this date, action to adopt said Resolution has not been amended, rescinded or repealed and is in full force and effect.

WITNESS my hand and the Corporate Seal of the City of High Point, this 26th day of October, 2015.

Lisa B. Vierling, City Clerk

ACKNOWLEDGEMENT

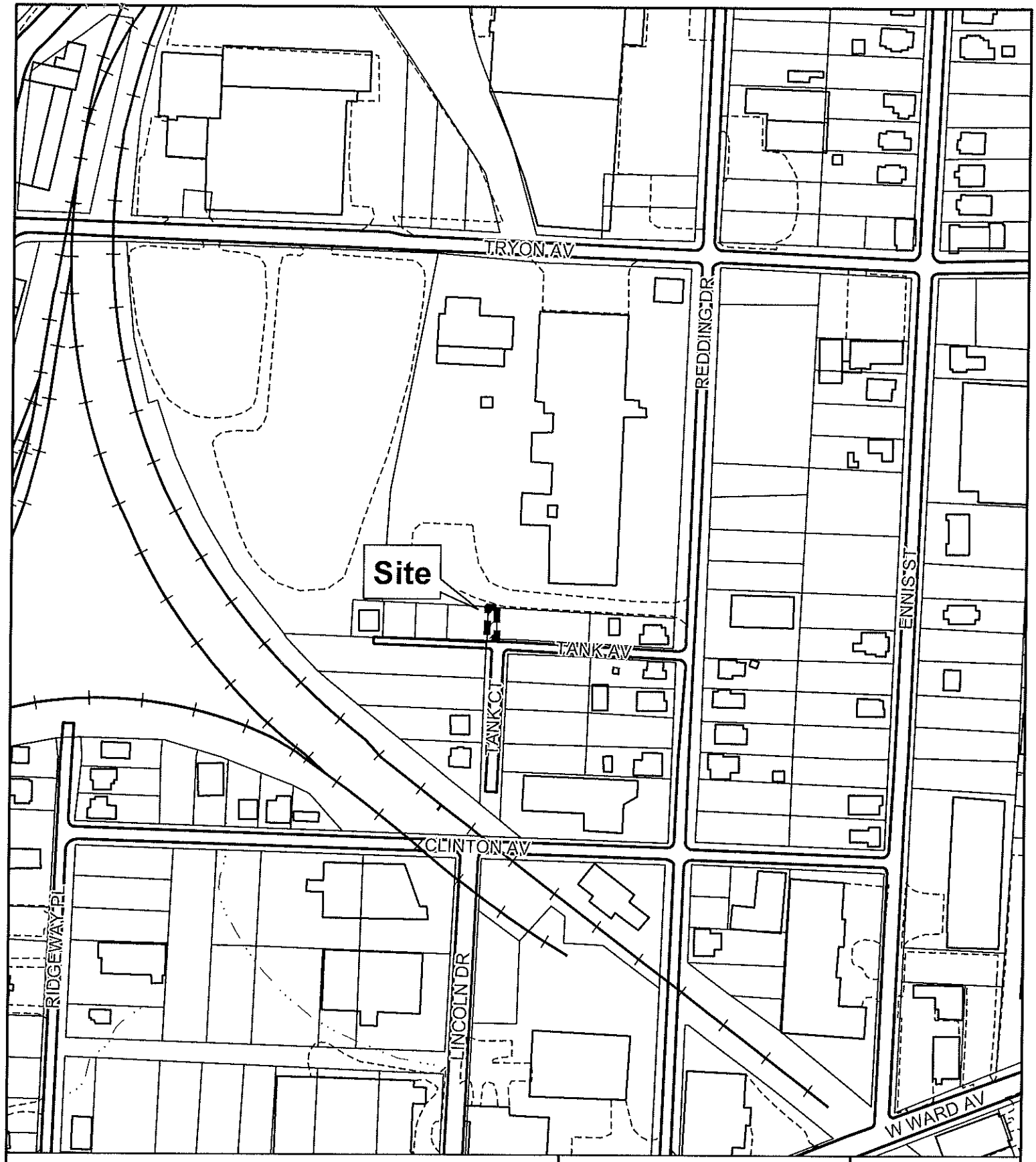
I, Cynthia C. Duncan-Smith, a Notary Public of said County and State, do hereby certify that Lisa B. Vierling is known to me as City Clerk of the City of High Point; that this person personally appeared before me this date; and, upon authority duly given and as an act of said City, issued and executed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

WITNESS my hand and official Notarial Seal, this 26th day of October, 2015.

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

Cynthia C. Duncan-Smith, Notary Public

Commission Expires: 1/18/2020



STREET ABANDONMENT REQUEST SA15-06

Applicant: City of High Point

Area: 750 sq. ft.

Location of requested street abandonment

Previously abandoned right-of-ways

Planning & Development Department

City of High Point

Date: June 23, 2015

N

Scale: 1"=200'

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BUDGET REVIEW SESSION
MAY 27, 2015 – 3:00 P.M
3rd FLOOR LOBBY CONFERENCE ROOM (FISHBOWL)

MINUTES

PRESENT:
Mayor William Bencini; Latimer Alexander (At-Large); Cynthia Davis (At-Large); Jeffrey Golden (Ward 1); Chris Williams (Ward 2); Alyce Hill (Ward 3); Jay Wagner (Ward 4); Mayor Pro-Tem James Davis (Ward 5) and Jason Ewing (Ward 6).

STAFF PRESENT:
Greg Demko, City Manager; Randy McCaslin, Deputy City Manager; Eric Olmedo, Budget and Performance Manager; Laura Altizer, Senior Budget Analyst; Roslyn McNeill, Budget Analyst; Jeron Hollis, Public Information; Jeff Moore, Director of Finance; Angela Kirkwood, Director of Human Resources; JoAnne Carlyle, City Attorney; Loren Hill, President, High Point Economic Development Corporation; Tom Vincent, Deputy City Clerk, Lisa Vierling, City Clerk.

MEDIA PRESENT:

Pat Kimbrough, *High Point Enterprise*

Note: The following hand-outs distributed at this meeting will be attached as a permanent part of these proceedings: Presentation/data from Overview of the proposed FY 2-15-2016 Budget; Non-Profit Funding Recommendation from Finance Committee

Budget Presentation and Discussion
Mayor Bencini thanked City Manager Greg Demko and his professional staff for the work they did developing this proposed budget.

City Manager Greg Demko advised Council that today he wanted to go through an overview of the budget and review the budget message. He advised that there are a series of budget reviews scheduled and noted the public hearing on the budget is scheduled for Monday, June 1, 2015 at 5:30 p.m. The proposed budget totals $364,048,404 with the General Fund totaling $102,416,709. Mr. Demko noted this is a stagnant budget with a refocus on improving and cleaning up the City's appearance.

He explained the General Fund entails the Public Works, Fire, Police and Recreation departments, etc…. Mr. Demko pointed out that High Point is a full-service city and offers tremendous levels of service to its citizens. He noted one of the messages Council shared with him was they felt the tax rate was too high. Mr. Demko added that some of the things the City offers, for example the Parks and Recreation facilities are extensive, a theatre and a library as well the City's public safety and public services. He said the City has two lakes, two marinas, two golf courses, disc golf, two swimming pools and a campground, a Miracle Field, six recreation centers, 28 tennis courts, 21 miles of greenway, 50 parks, 30 playgrounds, 1922 acres of parkland and 36 picnic shelters. On average, this equates to a park for every 2,000 people.

He reported that the City's Police Department is well-run, well-organized and has received a lot of national recognition. Mr. Demko also gave accolades to the Fire Department on the ISO 1 rating and

pointed out the rarity of this as very few fire departments achieve a rating this high and it greatly benefits the residents by lowering the cost of insurance. He also mentioned the Theatre and the Library, both state-of-the-art facilities.

Eric Olmedo, Budget and Performance Manager, provided an overview of the data comparing other cities of general population, number of General Fund full-time employees, square miles, tax rate, penny on the tax rate, and General Fund Per Capita. The comparison cities were **High Point, Wilmington, Greenville, Asheville and Concord.**

Some of the data results reported were:

COMPARISON CITIES

General Fund Departments	High Point	Wilmington	Greenville	Asheville	Concord
Population:	107,741	112,067	89,130	87,236	83,506
# of General Fund FTE's:	913	811	535	911	584
Square Miles:	56.4	52.0	35.0	45.0	60.0
Tax Rate:	66.4	46.0	54.0	46.0	48.0
Penny of Tax:	914,000	1,137,500	597,000	1,075,000	915,000
General Fund Per Capita:	931	813	865	1,141	857

Net Budget Analysis (penny of tax)

General Fund Departments	High Point	Wilmington	Greenville	Asheville	Concord
GENERAL GOVERNMENT					
City Council	0.2	0.2	0.3	0.1	0.2
City Clerk	0.1	0.2	0.2	0.1	Council
City Manager	0.7	1.0	1.0	0.9	1.0
City Attorney	0.3	0.7	0.4	0.6	0.3
Budget and Evaluation	0.1	0.3	Finance	0.1	Finance
Human Relations	0.1	None	None	None	None
Facility Services	1.0	2.5	4.6	General Svcs.	3.2 *
Human Resources	0.8	0.7	2.4	1.0	0.9
Financial Services	1.0	1.6	2.2	1.9	1.1
Info. Tech Services	1.8	2.0	2.5	1.8	2.1*
General Services (fleet/facilities)	-	-	-	1.7	-
Subtotal	**6.1**	**9.2**	**13.6**	**8.2**	**3.5**
**Internal Service Fund*					

Net Budget Analysis (penny of tax)

General Fund Departments	High Point	Wilmington	Greenville	Asheville	Concord
PUBLIC SAFETY					
Communications Center	2.4	County	County	County	1.8
Police	25.0	22.8	35.3	23.0	19.4
Fire	21.0	14.2	16.5	19.1	18.7
Subtotal	**48.4**	**37.0**	**51.8**	**42.1**	**39.9**

Net Budget Analysis (penny of tax)

General Fund Departments	High Point	Wilmington	Greenville	Asheville	Concord
PUBLIC SERVICES					
Cemetery	0.3	None	None	None	0.5
Transportation	4.7	3.0	1.3	2.4	1.5
Public Services Admin	0.2	0.2	0.7	1.2	In Street Maint.
Engineering Services	1.6	1.2	4.0	0.5	In Street Maint.
Street Maintenance	2.1	(0.7)	(3.0)	1.2	4.3
Subtotal	**8.9**	**3.7**	**3.0**	**5.3**	**6.3**

Net Budget Analysis (penny of tax)

General Fund Departments	High Point	Wilmington	Greenville	Asheville	Concord
COMMUNITY AND ECONOMIC DEV.					
Planning	1.1	1.2	1.0	1.0	2.1
Building Inspections	1.4	0.4	1.3	1.0	0.7
Community Dev. and Housing	0.2	0.1	0.9	In CDBG	In CDBG
Economic Development	0.2	0.1	0.9	0.7	1.3
Subtotal	**2.9**	**1.8**	**4.1**	**2.7**	**4.1**

Net Budget Analysis (penny of tax)

General Fund Departments	High Point	Wilmington	Greenville	Asheville	Concord
CULTURAL AND RECREATION					
Parks and Recreation	8.3	5.3	8.6	7.9	5.4
Library	4.2	County	County	County	County
Historical Museum	0.7	None	None	None	None
Theatre	1.0	None	None	None	None
Subtotal	**14.2**	**5.3**	**8.6**	**7.9**	**5.4**

Net Budget Analysis (penny of tax)

General Fund Departments	High Point	Wilmington	Greenville	Asheville	Concord
NON-DEPARTMENTAL					
Special Appropriations	2.8	2.6	(0.4)	2.1	3.1
Outside Agency Funding	0.4	1.2	Housing Fund	0.1	0.1
Transfer to General Debt Service	6.3	8.2	7.1	4.6	3.1
Transfer to Solid Waste Fund	2.8	n/a	-	-	n/a
General Capital Projects	0.4	-	8.7	3.7	1.0
Transfer to Transit Fund	0.6	1.3	1.2	1.6	-
Transfer to Other Funds	1.3	3.2	0.8	0.6	-
Solid Waste/Recycling	Ent. Fund	Ent. Fund	Ent. Fund	Ent. Fund	5.2
General Contingency	0.4	0.1	0.7	-	-
Subtotal	**15.0**	**16.6**	**18.1**	**12.7**	**12.5**
Total	**95.5**	**73.6**	**99.2**	**78.9**	**71.7**

Comparison Cities Sources of Funds

General Fund Revenue Source	High Point	Wilmington	Greenville	Asheville	Concord
Property Tax	55.5%	58.8%	42.0%	49.7%	62.6%
Sales Tax	25.0%	21.5%	20.1%	21.4%	19.8%
Intergovernmental	9.5%	13.7%	22.3%	11.5%	4.9%
License and Fees	1.1%	2.5%	7.4%	5.2%	2.7%
Charges for Services	4.1%	2.5%	4.9%	8.6%	5.1%
Miscellaneous	2.3%	0.3%	1.0%	3.5%	5.0%
Appropriated Fund Balance	2.4%	0.7%	2.3%	0.0%	0.0%
Total	**100%**	**100%**	**100%**	**100%**	**100%**

Mr. Olmedo explained that the Net Budget Analysis was derived by taking the entire cost of each department and backing out anything that is not attributed to the tax rate. Mayor Pro Tem Jim Davis questioned the number of other cities that have a Human Relations Department. Mr. Olmedo said they either did not have a Human Relations Department, or the department had an individual stand-alone budget. He noted that he did not actually go to that level to see if they have a position that does that function. He explained the information provided in this data may create questions and that staff would delve deeper into this information during the year.

Mr. Olmedo shared data showing where the municipal dollar originates:

Utility Fees……48%
Charges for Services……13%
Property tax…… 16%

Sales & Use Taxes/Licenses & Fees….8%
Interfund Charges……7%
Intergovernmental Revenues…….6%
Appropriated Fund Balance……..2%

Where the municipal dollars goes:

Environmental Health……20%
Recreation/Cultural/Neighborhoods…8%
Transportation……..8%
Electric……36%
Public Safety……15%
General Government…….. 8%
Debt Service/Other Transfers…….. 5%

He pointed out the proposed FY 2015-2016 Budget contains a 1.4 cent decrease to the property tax which is in line with the three-year transition plan that was started last year to move environmental services from the General Fund to the Solid Waste Fund. As a point of reference, he noted that a penny on High Point's tax rate equates to $914,000.

Mr. Olmedo then shared a historical chart of tax rates and noted there was a reevaluation in 2011-2012 and when property values dropped by 3.8% the City had to raise tax rates to compensate for that. The total assessed value is $9.1 billion, a .3% increase. He said that increase is not enough to sustain the City and the City Manager's focus is to change that number. Mr. Olmedo explained there will be a 17% increase in sales and use tax revenue due to the State broadening the sales tax base and moving the utility franchise tax to a sales tax. He explained that Intergovernmental Revenue includes items such as: Utility Franchise Tax (telecomm), Beer and Wine Tax, Powell Bill Funds and other funds. The budget has a projected increase of these funds of 3.3% or $313,174. Mr. Olmedo pointed out License and Permit Revenue was down 37.3% due to the elimination of the Privilege License fees.

Council Member Alexander asked how revenue neutral the City's inspection fees were to the costs. Mr. Demko said the City does not achieve revenue neutrality with inspection fees. Mr. Alexander said years ago when there was a lot more building activity, the City was trying to achieve 90% return on cost and said the City should take a look at what the policy is going to be in cost recovery to service provided. Mr. Demko said the City needs to examine over the next year all of the cost recovery policies and bring that to Council throughout the year.

Mr. Olmedo noted Charges for Service include revenues such as Parks and Recreation Program fees and telephone tower rental. He said the City is budgeting $788,245 less in Parks and Recreation fees to bring them in line with actual historical revenues. He noted there was a large increase in Miscellaneous Revenue due to the way the City has to account for receiving lease purchase proceeds.

Mr. Olmedo said the Expenditure side of the General Fund was showing a 2.1% increase. He noted Mr. Demko had already gone over the 1% COLA and the 2% Merit Increase for employees that has been proposed, the elimination of ten vacant positions, the addition of ten General Fund positions, the $500,000 placeholder for redevelopment efforts, the funding for the County-wide Economic Development efforts, $250,000 for changes to City Hall facility and $50,000 for Façade Grants. Mayor Pro Tem Davis said last year the City increased Façade Grants from $25,000 to $35,000 and wanted to know why it was increased to $50,000. Mr. Demko replied that it was another tool to encourage redevelopment and part was due to the four proposed Municipal Service Districts.

Mr. Demko shared that 10 positions were eliminated, but replaced with expanded Code Enforcement positions and $500,000 was included in the budget to help with cleaning up the City. He noted $2.4 million of the fund balance was used to balance the budget and added he does not intend to balance the budget through vacancies. Mr. Demko said there is $1.4 million in street rehabilitation, but noted engineering studies indicate $4 million dollars is needed for street repair. He suggested the City should look at a strategic plan of how the community is to grow and emphasized that the City has a great array of services. He advised there is approximately $6 million in 2/3 bond capacity and that could be used for a start on a new Police Facility or Senior Center, but additional debt capacity or revenue would be needed to complete those projects. Mr. Demko posed the question to Council if they wanted to complement the services that the City already provides, or if there is a desire to add services. He noted this is an important policy decision that needs to be made. He added there is a lot of work to be done on cost recovery policies and policies concerning funding for outside agencies. He suggested having a second City Council retreat after the budget is adopted to discuss some of these important policy decisions.

Mayor Bencini asked when the Council was going to talk about what was happening with the ***joint economic development efforts between Guilford County, City of Greensboro and City of High Point.*** *Mr. Demko said there is $300,000 in the budget in anticipation of a county-wide new economic development effort. He noted the Greensboro Partnership has opened dialogue with the City of Greensboro and that the City of High Point has met with Guilford County and the City of Greensboro to discuss the possibility. Mr. Demko reported that nothing has been finalized at this point and shared that the position on the table is what was there before. He hoped High Point would become more proactive in attracting retail and reaching out to partners.*

Mr. Demko said the Council may want to look at their ***travel budget*** *which is the same as it was last year. He suggested Council discuss this further and felt the amount did need to be increased. Mayor Bencini felt there was a need for an increase in Council's budget due to a relatively new Council and a need/desire to learn more.*

Non-Profit Funding

Deputy City Manager Randy McCaslin distributed a handout outlining the Finance Committee's recommendations for the Non-Profit funding requests. Mayor Pro Tem James Davis said Council authorized up to one-third of a cent for non-profit funding, which is roughly $305,000. He explained that the Finance Committee members felt something should be included for hunger since it has been identified as a huge issue in High Point and were recommending $50,000 be allocated for a matching food grant. Council Member Cynthia Davis suggested zero funding at this time due to the lack of details at this time. She also reminded Council that consideration should be given to the possible "double-dipping" impact for some of these organizations that also get funding through other sources.

Council Member Ewing mentioned the Prosperity & Livability Committee has discussed having funds that are more event-driven to support community events that meet certain criteria. Council Member Cynthia Davis expressed concern that the approval of these funds should go through the Finance Committee. Council Member Alexander pointed out any expenditures would have to go through the Finance Committee and the City Council, this would just give the Committee a budget line to get the funds from. Council Member Wagner said this money was supposed to be to help 501(c)3 non-profit organizations and not a slush fund for events.

Council discussed each organization's funding requests individually and eventually reached a consensus on funding the following dollar amounts (in red text), totaling $305,500.

Southwest Renewal: $12,500
Amount requested: $34,000

Motion by Mayor Pro Tem James Davis, second by Council Member Golden to approve $12,500 in funding for Southwest Renewal. The motion carried unanimously. [9-0 vote]

Theatre Art Gallery (TAG): $31,000
Amount requested: $31,000

Motion by Council Member Hill, second by Council Member Wagner to approve $31,000 for Theatre Art Gallery (TAG). The motion carried unanimously. [9-0 vote]

City Attorney JoAnne Carlyle reported that the TAG contract with the City has been signed and returned to her office.

Macedonia Resource Center: $16,500
Amount Requested: $16,500

Everyone agreed for the funding for Macedonia Resource Center remain at $16,500.

Open Door: $20,000
Amount Requested: $20,000

Everyone agreed for the funding for Open Door remain at $20,000.

West End Ministries: $20,000
Amount Requested: $20,000

Everyone agreed for the funding for West End Ministries remain at $20,000.

City Project: $20,000
Amount Requested: $35,000

Mayor Pro Tem James Davis pointed out they did not spend the funding allocated last year on what they were supposed to and noted they did not meet the application guidelines for the non-profit funding process. Council Member Hill pointed out there were other organizations considered for funding that did not provide an audit. Eric Olmedo, Budget & Performance Manager, explained organizations are allowed to submit financial plans if no audit is available. Council Member Cynthia Davis felt City Project should bring specific projects to Council for consideration before funding is given to them and reiterated that they did not follow the guidelines. Council Member Wagner reminded Council that The City Project, Inc. was set up by the City and existed to serve policies created by the City.

Motion by Council Member Alexander, second by Council Member Wagner to approve $20,000 in funding for The City Project, Inc. The motion carried by a 5-4 vote. Voting Yes: Council Members Alexander, Wagner, Hill, Williams and Mayor Bencini. Voting No: Mayor Pro Tem James Davis, Council Members Cynthia Davis, Ewing and Golden.

YMCA: $50,000
Amount Requested: $50,000

Mayor Pro Tem James Davis felt the community should have some kind of buy-in on this project, but noted he is flexible. Council Member Golden pointed out this is one of the poorest communities in the City and buy-in would not be feasible. Council Member Wagner advised that the YMCA is providing services that the City does not have to provide and pointed out the land where the YMCA is at is actually owned by the City, thus the splash pad would eventually become an asset for the City.

Motion by Council Wagner, second by Council Member Hill to approve $50,000 in funding for the YMCA (Carl Chavis Branch). The motion carried unanimously. [9-0 vote]

Welfare Reform: $15,000
Amount Requested: $40,000

Mayor Pro Tem James Davis noted this money is being requested for their training program and pointed out this service is already being provided through High Point Community Against Violence. A brief discussion followed regarding the possibility of tying the two programs together. Council Member Golden advised that WRLP also has a presence and does things in High Point, not just Greensboro.

Council Member Golden moved to approve $15,000 in funding for the Welfare Reform Liaison Project. Council Member Williams made a second to the motion, which carried unanimously. [9-0 vote]

Change Progress: $00.00
Amount Requested: $20,000

No funding was recommended.

Steelers: $3,000
Amount Requested: $50,000

Mayor Pro Tem James Davis moved to approve $3,000 for the Steelers. Council Member Williams made a second, which carried unanimously. [9-0 vote]

Arts Council: $110,000
Amount Requested: $125,000

Council discussed the amount of funding given to the Arts Council last year. Council Member Ewing advised that he would agree to $110,000 for the Arts Council with the understanding there would be less money next year.

Motion was made by Council Member Alexander, seconded by Council Member Williams to approve $110,000 in funding for the Arts Council. The motion carried unanimously. [9-0 vote]

Guilford County Historic Preservation Commission: $00.00
Amount Requested: $2,000

No funding was recommended.

Piedmont Ambulance: $5,000
Amount Requested: $5,000

Consensus to keep funding at the requested 5,000.

National Guard: $2,500
Amount Requested: $2,500

Consensus to keep funding at the requested 5,000.

Matching Food Grant: $00.00
No official request received; Finance Committee recommended $50,000

No funding approved at this time.

Community Resource Fund (Paid out of Electric Fund): $100,000
Consensus that this amount remain in the budget.

The Ferguson Group
Council Member Alexander asked about the amount included in the budget for The Ferguson Group and felt it should be kept at $80,000 because they have done a good job lobbying and identifying funding for the City of High Point.

Mr. Demko noted due to time constraints, Council could discuss some of the remaining issues during the next review session and mentioned the additional assistant city manager positions. He noted that he did discuss this with Council in small meetings and would be glad to discuss it with the Council as a whole. Council Member Cynthia Davis shared that she only remembered one additional assistant city manager position, saw one in the line item, but it became two in the manager's recommended budget.

ADJOURNMENT
The meeting adjourned at 5:05 p.m. on a motion duly made and seconded.

Respectfully Submitted,

_____
Lisa B. Vierling, MMC
City Clerk

HIGH POINT CITY COUNCIL
REGULAR MEETING
COUNCIL CHAMBERS – HIGH POINT MUNICIPAL BUILDING
June 1, 2015 – 5:30 P.M.

ROLL CALL 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:

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

RECOGNITIONS AND PRESENTATIONS

150183 **Recognition of Honors Program Recipients**

The Human Resources Department will present the certificates to the City of High Point Employees who are recipients of the HONORS Program awards.

Note: A description of the service of each employee recognized is hereby attached in Legistar as a permanent part of these proceedings.

Angela Kirkwood, Director of Human Resources, along with Malissa Dance and Yvette Carey of the Human Resources Department, and City Manager Greg Demko, presented certificates to the following City of High Point Employees who are recipients of the HONORS Program awards.

WORKING TOGETHER (framed certificate)
Troy Anthony (Parks & Recreation)
Randy Johnson (Parks & Recreation)
Mark Walker (Parks & Recreation)
Larry Pendry (Parks & Recreation)
Rick Ingram (Parks & Recreation)
Justin Hix (Parks & Recreation)
Frank Jacques and Mark Shroeder (IT/Planning & Development)
R. "Lynn Dodson" (Electric)

EXTRA MILE (certificate and $50 cash award)
Steve Lee, David Wilson, Theresa Varner, Kevin Knight, Amanda Honeycutt, Thomas Hackworth, Tammy Dyles (911 Center)
Todd Dupree (Theatre)

Tim Brown (Information Technology)
Gail Adams (Parks & Recreation)
Jerry Byers & Jodie Pemberton (Public Services)

ABOVE AND BEYOND (certificate, $100 cash award and name engraved on a permanent plaque for display in the lobby of city hall)
B. Keith Pugh (Engineering Services)
Alvin "Luke" Privett (Public Services)
Joyce Cox (Transit Supervisor)

150184 **High Point Realtors Association - Update**

Mr. Cam Cridlebaugh will be in attendance to update the City Council on the High Point Realtors Association.

Cam Cridlebaugh, 2015 President- High Point Regional Association of Realtors (HPRAR), provided the 2015 Report to City Council on the High Point Region Real Estate Market plus Social Responsibility Programs. Overall, the report reflected positive economic news of a greatly improved real estate market and its financial impact and some quality of life priorities.

Note: A copy of the entire report is hereby attached in Legistar as a permanent part of these proceedings.

PUBLIC COMMENT PERIOD

150192 **Public Comment Period**

The following persons addressed Council during the Public Comment Period:

Note: This is a brief summary of the comments made during the Public Comment Period. The transcript containing the full dialogue is hereby attached in Legistar as a permanent part of these proceedings.

Jah Blisc*, mentioned he recently relocated back to High Point, and grew up in High Point and attended elementary, middle and high school here. He pointed out there were a lot of open/vacant lots and buildings and questioned their use. He mentioned the Furniture Market and High Point University and shared that he does not feel welcome downtown, or on the HPU campus. Mr. Blisc pleaded with Council to not only engage the demographic that is being left out of the conversations, but to also utilize the spaces in the community to facilitate that engagement. He hoped to see them out in the community building unity.*

Amber Hayes, 3207 Rolling Road, a previous student representative on the High Point Human Relations Commission addressed Council regarding the beneficial things she has learned through that experience. She asked Council to consider the funding in the budget for the Human Relations Department and the work they have been doing in the community, not only for African-Americans, but for the Latinos, and other minority groups and all persons in the High Point area.

***Lena Gao**, 2617 Allen Jay Road, who was born in High Point and grew up attending Allen Jay Middle School, Allen Jay elementary School and Southern Guilford High School, shared that she got engaged with the Human Relations Commission during her first year of high school and it benefited her by making her the leader that she is today and gave her opportunities to affect others. She asked Council to seriously consider how the decisions being made for the budget would impact the Human Relations Commission as well as the impact it would have on the youth.*

***Carl Robinson**, 2289 Rothwood Acres Road, Greensboro, mentioned the Upskilling America Summit, a federal initiative to educate and train the workforce. He asked for Council's support in this initiative which would result in a better future for current and prospective employees in the community.*

***Victoria Kovba**, 606 Shadybrook Road, the current co-char of the High Point Student Human Relations Commission, shared that she would like to think of the Human Relations as an investment in the budget, not something to come out as a financial overgrowth. She felt her experience with the Human Relations Commission has made her a better person and enabled her to speak and help more people. Ms. Kovba pointed out many cities/states think of Al Heggins as a role model because of what the High Point Student Human Relations Council has been able to accomplish throughout the community.*

***Dylan Gao**, 2617 Allen Jay Road, was also present on behalf of the High Point Student Human Relations Commission, spoke about the positive impact it has been on his life and shared that it has made him a very outgoing person. He felt this is an extremely useful program that a lot of youth can interact with.*

***Mohammed Manson**, 4015 Berkshire Court, a 2014 graduate of High Point Andrews High School, also addressed Commission on behalf of the High Point Student Human Relations Commission. He shared that he was extremely shy in school, and participating in this organization helped him open up. He informed Council that it was very upsetting to him to hear that the City Council was not going to budget Human Relations anymore, which caused confusion in his mind because of the positive impact they have made on the youth in every high school in High Point. He asked Council to consider budgeting Human Relations this year.*

***Mike Moran Hernandez**, 707 Lakecrest Avenue, also addressed Council and spoke on behalf of the High Point Student Human Relations Commission. He shared that it was upsetting to him when he heard about the budget cut because of all the positive impact that the youth has had not only in High Point, but on a national level as well. He felt that although High Point has not been another Ferguson or another Baltimore, the High Point Student Human Relations Commission could prevent events like that from happening in High Point. He noted that the HPSHRC also helped him with his shyness and reiterated how upsetting it was for him to hear that this organization is being threatened. He asked Council to take into serious consideration what they are destroying.*

***Patrick Harmon**, 1214 Woodland Place, addressed Council in favor of a four-way stop sign at Farriss and Rotary, citing speed and curves as factors. He also encouraged Council to listen to the students speaking tonight on behalf of the High Point Student Human Relations Commission.*

***Jonathan Fritz**, 211 East Ray Avenue, asked Council to consider two requests:*

1. *To consider doing away with the No U-Turn at the intersection of Ray/Hamilton in front of the Senior Center, and*

2. *To have the police department enforce aggressive driving in the city.*

***Michael Bellocchio**, 1008 Johnson Street, addressed Council in support of installation of a Stop sign at Farriss and Johnson Street. He presented a petition containing 34 signatures from property owners (44 homes in the Historic section; 34 signatures obtained; 4 vacant properties; 2 properties for sale). Mr. Bellocchio was critical of the High Point Transportation Department and felt the measures already taken by staff to help mitigate the situation have not helped at all.*

***Sharon Burgos**, 3219 Timberwolf Avenue, spoke regarding dog tethering. She asked Council to consider drafting an ordinance making it unlawful to chain or tether a dog in the City of High Point. She asked that specifically the ordinance ban or severely limit the practice of tethering (leaving a dog out on a chain or a tether attached to a stationery object with no person present). She noted that she has collected 60+ signatures in person and over 1,000 on-line and reminded Council that she sent a packet of information to them for review. She asked Council to please act on the information now that she has raised awareness.*

***Gary Haynes**, 719 W. Farris Avenue, spoke in opposition to a four-way stop at the intersection of Farriss and Rotary. He explained that his home is nearest to the intersection and felt a four-way stop would adversely affect him citing issues such as noise from cars stopping and starting, idling, motorcycles revving engines, etc.... He informed Council that he was very much opposed to a four-way stop at this location.*

***Larry Diggs**, 127 Biltmore Avenue, addressed Council regarding revitalization in High Point and shared that many times ideas are brought forward, but they seem to die and nothing is done. He expressed support for bringing a baseball stadium to High Point and felt it would be a tremendous asset to High Point. He also supports making improvements to the Five Points entranceway and felt this would help spur growth in this area.*

***David Ruden**, 1622 Staley Road, urged Council to consider additional hours of operation at the Library. He suggested the Library open at 9:00 a.m. on weekdays and a few hours earlier on Saturdays.*

***Jonathan Rorie**, 607 Arlington Street, addressed Council on behalf of the High Point Student Human Relations Commission. He emphasized that the High Point Human Relations Commission is an organization that does important social justice work in the community, which includes supporting students through scholarships to attend diversity and justice retreats such as Anytown, and countywide conferences that connect students from high schools around the surrounding area. He pointed out this organization has shown an important commitment to the critical engagement of youth in High Point and it should be fostered more because it gives youth a voice and allows them to present ideas on issues in the community that might not happen otherwise. He asked Council to please consider retaining funding in the budget for the High Point Human Relations Commission.*

***Ryan Verstat**, 1006 Johnson Street, expressed support for the traffic calming measures on Johnson Street and informed Council that he and his wife both signed the petition. Since October, they have witnessed seven or eight accidents while sitting on their porch. He believed installation of additional stop signs at Johnson/Farriss would be the least cost impact and yield the highest outcome.*

***Amy MacArthur**, 1107 Johnson Street, addressed Council in support of the petition to have Johnson Street reclassified as a residential street. She expressed support for any street calming measure, including stop signs, or whatever else might be deemed appropriate. She mentioned that Johnson Street has been designated a Historic District due to the recognition of its value and specialness that it offers High Point and she felt that the city should back this up by making it a street that people can actually safely enjoy and walk down. She asked Council to seriously consider making a change to the status of Johnson Street to make it residential.*

***Sandra Hayes-Dunn**, 3207 Rolling Road, spoke on behalf and in support of the Human Relations Commission. She shared that she served on the Commission in the 1990s and noted that she was well aware of the accomplishments of the Human Relations Commission (past and present) and applauded Al Heggins for what she has brought to the Human Relations Commission to ensure fairness and equity regardless of race, background, income, etc... She asked Council to seriously consider keeping the High Point Human Relations Commission in the budget.*

***Gloria Halstead**, 901 Johnson Street, spoke in support of reclassifying Johnson Street in the Historic District from collector to residential status. She informed Council that she was responsible for drafting the petition that was circulated and signed by the property owners. Ms. Halstead shared some of her personal experiences with accidents in the area and a time when she was interviewed by Channel 8 and Kim Wynne was concerned for her welfare because she was standing on the sidewalk and she found the traffic to be extremely fast. She asked for Council to carefully consider reclassifying the Historic part of Johnson Street to residential.*

***Anne Andrews**, 717 W. Farriss Avenue, a resident at this address for 64 years, stated she wanted to back up everything that her neighbor, Gary Haynes, said. She added that it would be problematic for Farriss Avenue residents, as well as Rotary residents*

due to the location of all the resident's driveways off Farriss, making it difficult for them to safely get in and out of their driveways.

***Scott Blanchard**, 902 Johnson Street, also spoke in support of reclassifying Johnson Street from a collector street to a residential street. He noted he does not have air conditioning and relies on opened windows, but he is no longer able to open his windows due to the noise from the accidents that occur. He asked Council to consider slowing the traffic down by putting a three-way stop sign there.*

[end of public comments]

REGULAR AGENDA ITEMS

FINANCE COMMITTEE - *Mayor Pro Tem Davis, Chair*

150185 **Public Comments - City of High Point Proposed 2015-2016 Annual Budget**
Monday, June 1, 2015 at 5:30 p.m. is the date and time established to receive public comments on the proposed 2015-2016 City of High Point Annual budget.

Note: This is a brief summary of the comments made during the Public Comment Period. The transcript containing the full dialogue is hereby attached in Legistar as a permanent part of these proceedings.

Chairman J. Davis opened the public hearing and announced this was the date and time established to accept public comments on the proposed 2015-2016 City of High Point Annual Budget.

The following person spoke regarding the budget:

***Barbara Collins**, 107 Crestwood Circle, posed three questions to Council regarding the budget:*

1. *What are miscellaneous expenditures?*
2. *What are unanticipated grants.*
3. *Why have several departments not met their objectives?*

Chairman J. Davis then asked if there was anyone else who would like to speak regarding the budget. There being no further comments, the public hearing was closed.

PLANNING & DEVELOPMENT COMMITTEE - Council Member Wagner, Chair

150186 **Resolution of Intent - Annexation Case ANX15-05 - Keystone Group, Inc**.
Approval of a Resolution of Intent that establishes a public hearing date of Monday, June 15, 2015 to consider a voluntary contiguous annexation of approximately 0.6 acres, and lying at the southwest corner of Barrow Road and Willard Dairy Road. The

property is also known as Guilford County Tax Parcel Guilford 0169950 and 0222141 (portion).

Adopted a Resolution of Intent establishing a public hearing date of Monday, June 15, 2015 at 5:30 p.m. to consider a voluntary contiguous annexation of approoximately 0.6 acres, and lying at the southwest corner of Barrow Road and Willard Dairy Road.

A motion was made by Council Member Wagner, seconded by Council Member Alexander, that this Resolution of Intent be adopted be adopted. The motion PASSED by a 9-0 unanimous vote.

Resolution No. 1460/15-31
Introduced 6/1/2015; Adopted 6/1/2015
Resolution Book Volume XIV, Page 31

PROSPERITY & LIVABILITY COMMITTEE - *Council Member Ewing, Chair*

150190 **Amendment to Traffic Schedule - Article P - Four Way Stop at Rotary/Farris**
Consideration of a recommendation by the Prosperity and Livability Committee to install a four-way STOP condition at the intersection of Rotary Drive and Farriss Avenue.

Chairman Ewing referenced the petition included in the packets in support of a four-way STOP at the intersection of Rotary Drive and Farriss Avenue. He asked staff to brief Council.

Mark McDonald, Director of Transportation, advised the Prosperity & Livability Committee previously met and discussed the possibility of a four-way STOP or some other traffic calming measure along Rotary Drive at the request of some concerned citizens along Rotary Drive. Data/information was submitted at this meeting that was collected regarding volumes, speed, etc... which included the entire Rotary Drive corridor. Traffic volume through the corridor is around 3,700 cars a day and it is posted at 35 mph from Ray, south and 25 mph from Ray north to Lexington. He pointed out there is a fairly significant non-compliance issue with the 25 mph posting. Staff determined that the Farriss Avenue intersection, which is about half-way between Lexington and Ray within that 25 mph zone, would be the most appropriate based on the information they gathered. Staff looked at sight distance, both entering the intersection and from the stop approaches and along Rotary. Due to Rotary being curvy and hilly, staff also looked at the grades. Mr. McDonald informed Council that typically four-way STOPs and multi-way STOPs are not recommended and are not intended for speed control, but they are becoming more popularly used for that purpose. He shared that the Committee discussed the possibility of putting in small traffic circles.

Mayor Pro Tem J. Davis questioned the reason why staff is looking at a four-way STOP if it is not intended for speed control since speed is the issue. Mr. McDonald pointed out staff is looking at a low cost approach and noted constructing traffic

circles (round-abouts) would be relatively costly. He further explained that speed bumps are generally installed in parking lots and are very drastic and speed humps have a more gradual rise and are primarily used on flatter streets. He also shared that High Point has not used speed humps so this would be a new treatment to try. Mayor Pro Tem J. Davis pointed out that one of the four bullet points in staff's report that concerns him is the statement that it could cause motorist confusion regarding right-of-way, which can lead to rear-end crashes and he felt this would be mitigating one condition (speeding), yet creating another (rear-end crashes).
Council Member C. Davis asked City Manager Greg Demko if he could have some police presence in the area to enforce the speed limit for a certain period of time to see if this would not rectify some of the thru-traffic as well as some of the speeders. Mr. Demko shared that police officers have patrolled the area for a couple weeks at a time, but as soon as there is not a police presence, the speeding, etc..... continues. Council Member Alexander pointed out the district attorney in Guilford County encourages police officers to bring speeding tickets for 10 miles over the posted speed limit, so High Point's officers outside of school/construction zones are basically writing tickets at 10 miles over the posted speed limit. Mayor Pro Tem J. Davis then shared that he was trying to weigh the opposition/support and noted that he has only received one email in favor and several in opposition. He questioned how the Prosperity & Livability Committee derived at this recommendation.

Council Member Alexander, who is a member of the Prosperity & Livability Committee, explained there were a number of people who have communicated with committee members. He mentioned the four-way STOPs located at Council/Ray and Country Club/Hillcrest and noted these have been very effective. Council Member C. Davis shared that she has traveled Rotary often in the past and during that time she has only witnessed one accident when a new licensed driver got rear-ended making a turn. She expressed concerns Johnson Street, more so than Rotary due to the pictures that she has seen of the trees and yards. She also expressed concerns for the residents who actually live on the corner where the driveways may be impacted too and she felt there may be a different resolution besides the four-way STOP.

At this time, Mayor Bencini asked staff about the most effective speed control devices. Mr. McDonald replied that the devices are not effective without consistent enforcement and explained there are a lot of different traffic calming measures such as vertical measures like speed humps, chicanes, etc..... He felt a speed hump would probably be as cost effective as any measure. Mayor Bencini questioned why there has been no discussion on the possibility of installing speed humps. Council Member Hill, who is also a member of the Prosperity & Livability Committee, advised that the Committee did discuss speed humps, but dismissed the possibility due to the expense, they tend to be noisy, and issues with emergency vehicles going over them. Mr. McDonald pointed out staff's concern with putting speed humps on Rotary was due to the number of downgrades and upgrades.

Council Member Wagner, who is also a member of the Prosperity & Livability Committee, pointed out the staff report documents 27 crashes along Rotary since January 1, 2010 and more than likely there are a number of accidents that don't even

get reported, so the actual count is probably much higher. He also pointed out that Council received a petition that is attached was included in the packet and identified as Exhibit B. The petition was signed by ten people who live in the immediate area of Farriss and Rotary. He noted this area is in his ward and he hears complaints often, and uses Rotary frequently. He noted the 25 mph speed zone serves no purpose because no one obeys it and felt dedicating a police officer to patrol the area to write tickets was not the best use of resources. He stated the ultimate goal is how to best calm the traffic on Rotary because many use the street as a cut-thru street although it is really a neighborhood street. He suggested the city look at speed humps citywide and that he would not mind doing traffic circles at Rotary/Sunset, Rotary/Fairway as long as the city does not have to acquire right-of-way to put those in. Council Member Wagner noted the Committee attempted to look at this as a very inexpensive way to try to address this situation, then come back and monitor the situation to see what the effect on traffic actually is. He strongly felt something should be done before there is a fatal accident.

Mayor Pro Tem J. Davis advised that this is not an easy decision for him because the neighbors seem to be split with some in support and some in opposition. He felt other alternatives should be considered before a decision is made to install four-way STOPs. Council Member C. Davis stated she would still like to see police officers patrol the area. She questioned only putting one stop sign up for one particular area of Rotary when the whole street was studied. Mr. McDonald explained staff was looking at the 25 mph section of Rotary where speeds were higher than the posted speed limit and were looking at where something could be done low cost that would have an impact at a location that fit the criteria. Staff felt Farriss was the most logical intersection. Council Member C. Davis felt if speed and accidents are concerns, then she suggested looking at installing more than just one stop sign in one centralized area and felt consideration should be given to place stop signs all along Rotary to encourage drivers to be more mindful instead of in one particular area of Rotary. She shared that while she has heard the concerns from the property owners, she could not support a four-way stop because she felt staff has not used all the resources available. Council Member Alexander pointed out it depends on the bulk of the traffic and consideration must be given to where the traffic generators are.

Council Member Hill reiterated that police officers have used enforcement over and over and over in this area and it just has not worked. Council Member C. Davis requested staff provide data on how many times officers patrolled the street to enforce speed versus the number of tickets they were actually written for speeding along the section where the four-way STOP is being requested. Council Member Wagner commented that people drive was fast as they feel comfortable driving and much of it has to do with how the road is engineered. He offered support for installing traffic circles.

Chairman Ewing pointed out the petition was received after the Prosperity & Livability Committee meeting and that although the petitioners felt a stop sign may be a good start, they desire a more holistic traffic calming program (a fix, not a band-aid). He noted that he personally can see this turning into further traffic issues and felt the

only way to eliminate the fact that it is a pass-thru street is to eliminate the intersection at Rotary and Lexington and make people find a different way out. Mayor Bencini disagreed and pointed out this would force traffic heading north on Rotary to go other places. He did feel at some point, the City of High Point would have to deal with other more proven speed controlling devices such as vertical solutions that Mr. McDonald alluded to. He stated his preference would be to go ahead and do something like that, but he did not feel the city is prepared to be able to do that at this point. Short of coming up with another solution, he was okay with trying a four-way STOP and if it proves to be ineffective, then another measure might be necessary.

Council Member Alexander then moved to install a four-way STOP at Rotary and Farriss. Council Member Wagner made a second to the motion and asked Council Member Alexander if he would be willing to include in his motion a provision to ask staff to monitor the speed on the road and report back to Council.

Council Member Alexander agreed and felt six months would be a sufficient timeframe would be six months from the date the four-way STOP is installed and it needed to be done when school is in session.

At this time, Chairman Ewing then made a substitute motion that this matter be referred back to the Prosperity & Livability Committee to receive a report on vertical solutions. Mayor Pro Tem Davis made a second to the substitute motion.

Mayor Bencini called for a vote on the **substitute motion to refer this matter back to the Prosperity & Livability Committee, which PASSED by the following 7-2 vote.**

Aye (7): Mayor Bencini; Mayor Pro Tem J. Davis; and Council Members C. Davis, Golden, Williams, Hill, and Ewing

Nay (2): Council Members Alexander and Wagner

GENERAL BUSINESS AGENDA

150187 **Appointment - Tom Van Dessel - HPEDC**

Mayor Bill Bencini is requesting City Council confirm the appointment of Tom Van Dessel to the High Point Economic Development Corporation (HPEDC) to replace Lee Boone who is not eligible for reappointment. Appointment to be effective July 1, 2015 and expire June 30, 2017.

Approved the appointment of Tom Van Dessel to the High Point Economic Development Corporation.

A motion was made by Council Member C. Davis, seconded by Council Member Ewing, that this appointment be approved. The motion PASSED by a 9-0 unanimous vote.

150188 **Change in City Council Meeting Schedule**

Due to summer schedules, Council is requested to consider a change in the Regular Meeting schedule to cancel the August 3, 2015 meeting.

Council Member Alexander explained this meeting date coincides with the ElectriCities Annual Conference and encouraged all Council Members to attend. Council Member C. Davis pointed out the conference does not start until August 6th and she did not see a reason or need to cancel the meeting.

A motion was made by Council Member Alexander, seconded by Council Member Wagner, to approve a change in the Regular Meeting Schedule of the High Point City Council cancelling the August 3, 2015 meeting. The motion PASSED by the following 7-2 vote.

Aye (7): Council Member Hill, Council Member Williams, Mayor Pro Tem Davis, Council Member Ewing, Council Member Wagner, Mayor Bencini, and Council Member Alexander

Nay (2): Council Member Golden, and Council Member C. Davis

150189 **Approval of the Minutes of Previous City Council Meetings**

- Community Housing & Neighborhood Development Committee; May 12 @ 10:00 a.m.
- Finance Committee; May 14 @ 4:00 p.m.
- Regular Council Meeting; May 18 @ 5:30 p.m.

A motion was made by Council Member Ewing, seconded by Council Member Hill, that the preceding minutes be approved. The motion PASSED by a 9-0 unanimous vote.

ADJOURNMENT

There being no further business to come before Council, the meeting adjourned at 7:25 p.m. upon motion duly made and seconded.

Respectfully Submitted,

_____

William S. Bencini, Jr., Mayor

Attest:

_____

Lisa B. Vierling, MMC

City Clerk

BK: R 7754
PG: 2865-2868
RECORDED:
10-30-2015
10:15:27 AM
BY: JANE SCHULTZ
DEPUTY-HP

2015058294
GUILFORD COUNTY, NC
JEFF L. THIGPEN
REGISTER OF DEEDS

NC FEE $26.00

Return to: Joanne Carlyle, City Attorney
City of High Point
P.O. Box 230
High Point, NC 27261
Resolution No. 1470 / 15-40

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HIGH POINT, IN A REGULAR MEETING ASSEMBLED ON THE 20th DAY OF JULY, 2015 AT 5:30 P.M. IN THE COUNCIL CHAMBERS OF THE MUNICIPAL BUILDING, HIGH POINT, NORTH CAROLINA:

Street Abandonment (Closure) Case 15-05
(alley lying south of E. Green Street and west of Cable Street)

WHEREAS, The City of High Point Technical Review Committee has petitioned the City Council of the City of High Point to permanently abandon (close) a partially improved alley lying along the west side of Cable Street, approximately 65 feet south of W. Green Drive. This right-of-way is more specifically described as follows:

Beginning at the existing northeastern property corner of lot #5 (also known as Guilford County Tax Parcel 0171737) as recorded in **(PB 8 PG 99)** in the Office of the Register of Deeds of Guilford County, North Carolina; thence N 82°02' W (100') along the southern right-of-way line of the unopened alley way to the northwestern property corner of lot #5; thence northerly (12.05') across the western right-of-way line of the unopened alley way to the existing southwest property corner of lot #4; thence S 82°02' E (103.49') along the northern right-of-way line of the unopened alley way to the southeastern property corner of lot #1, said point also being the western right-of-way line for Cable Street; thence southerly along the western right-of-way line of Cable Street (12.06') to the point and place of beginning. The described area encompasses +/- 0.028 acres.

WHEREAS, the petition has been duly filed with this Council in a Regular meeting assembled on the 15th day of June, 2015, at 5:30 p.m. setting the 20h day of July, 2015 at 5:30 p.m., in the Council Chambers of the Municipal Building, as the time and place for a public hearing before said Council on said petition, and public notice of said time and place was ordered given, all pursuant to North Carolina G.S. 160A-299; and

WHEREAS, due and proper notice of said hearing to be heard on the petition at this meeting of City Council was made by publication in the High Point Enterprise for four (4) consecutive weeks, beginning June 26, 2015 and July 3, 10 & 17, 2015; and,

WHEREAS, the above entitled matter, pursuant to said resolution and notice was called for hearing before said Council at which time there was no objection or opposition offered on the part of any firm or corporation to abandon (closure) of that partially improved alley lying along the west side of Cable Street, approximately 65 feet south of W. Green Drive, as previously described above; and

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

NOW THEREFORE BE IT RESOLVED:

1. That a partially improved right-of-way (alley) lying along the west side of Cable Street, approximately 65 feet south of W. Green Drive, as described above, be closed pursuant to North Carolina G.S. 160A-299; and
2. That a copy of this resolution be filed in the Office of the Register of Deeds for Guilford County, North Carolina.

By order of the City Council,
this the 20th day of July, 2015
Lisa B. Vierling, City Clerk

HIGH POINT
NORTH CAROLINA'S INTERNATIONAL CITY™

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

Certification

I, Lisa B. Vierling, City Clerk of the City of High Point, North Carolina, do hereby certify that the foregoing is a true and accurate Resolution adopted by the City Council in official Session on July 20, 2015 and upon approval by City Council will be recorded in Book 90 of the Official Minute Books and Resolution Book XIX of this City, under my care, custody and control. As of this date, action to adopt said Resolution has not been amended, rescinded or repealed and is in full force and effect.

WITNESS my hand and the Corporate Seal of the City of High Point, this 26th day of October, 2015.

Lisa B. Vierling, City Clerk

ACKNOWLEDGEMENT

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

WITNESS my hand and official Notarial Seal, this 26th day of October, 2015.

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

Cynthia C. Duncan-Smith, Notary Public

Commission Expires: 1/18/2020

STREET ABANDONMENT REQUEST SA15-05

Applicant: City of High Point

Area: 1,200 sq. ft.

Location of requested street abandonment

Previously abandoned right-of-ways

Planning & Development Department

City of High Point

Date: June 23, 2015

N

Scale: 1"=200'

G:/Planning/Secure/ba-pz/2015/pz/sa15-05.mxd

CITY OF HIGH POINT
AGENDA ITEM

Title: Truck Mounted Sewer Vacuum

From: Gary Smith, Fleet Director

Public Hearing: N/A

Attachments: Formal Bid Recommendation

Meeting Date: July 20, 2015
Advertising Date / N/A
Advertised By: N/A

PURPOSE:
The Water & Sewer Division of Public Services is currently using a 2004 Freightliner with a sewer vacuum that is in need of replacement due to age and hours. Using a National Joint Powers Alliance (NJPA) contract a 2016 Freightliner with a Vacall Model AJV1015 sewer vacuum is being recommended for Council approval.

BACKGROUND:
The Water & Sewer Division is currently using a 2004 Freightliner with a Jet Vac body that has over 183,000 miles. This truck is used daily for opening clogged sewer lines and performing routine maintenance. The Vacall Model AJV1015 sewer vacuum is similar to the one they are currently using and will meet their needs. The price of $331,910.55 is for the sewer vacuum truck and includes a $37,500 trade in allowance for our 2004 Freightliner sewer vacuum. Estimated delivery is 180-240 days.

BUDGET IMPACT:
Funds are available in 2015-16 Water & Sewer Fund budget

RECOMMENDATION / ACTION REQUESTED:
The Fleet Services Department recommends purchasing the new 2016 Freightliner with a Vacall Model AJV1015 sewer vacuum from Rodders & Jets Supply Inc. and trading in our exisiting truck towards this purchase.

NORTH CAROLINA'S INTERNATIONAL CITY

FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL

DEPARTMENT: Fleet Services

COUNCIL AGENDA DATE: July 20, 2015

BID NO.: 022014-GRD CONTRACT NO.: NJPA DATE OPENED:

DESCRIPTION:

2016 Freightliner with a Vacall Model AJV1015 Sewer Vacuum

PURPOSE:

The Water & Sewer Division of Public Services is currently using a 2004 Freightliner with a sewer vacuum that is in need of replacement due to age and hours. This truck is used daily for opening clogged sewer lines and performing routine maintenance.

COMMENTS:

The price of $331,910.55 is for the sewer vacuum truck and includes a $37,500 trade in allowance for our 2004 Freightliner sewer vacuum.

RECOMMEND AWARD TO: Rodders & Jet Supply Company AMOUNT: $331,910.55

JUSTIFICATION:

This truck is similar to the other jet vacuum combination trucks they are currently using. A demonstration of this system was recently performed at our location and the department agreed it continues to meet their needs.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
501271	532401			331,910.55
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: Gary Smith — Digitally signed by Gary Smith DN: cn=Gary Smith, o=City of High Point, ou=Fleet Services, email=gary.smith@highpointnc.gov, c=US Date: 2014.08.11 11:45:06 -04'00' DATE: Jul 6, 2015

The Purchasing Division concurs with recommendation submitted by the Fleet Services and recommends award to the lowest responsible, responsive bidder Rodders & Jet Supply Co. in the amount of $ 331,910.55.

PURCHASING MANAGER: Tarinda Chappell — Digitally signed by Tarinda Chappell DN: cn=Tarinda Chappell, o=City of High Point, ou=Purchasing, email=tarinda.chappell@highpoint.gov, c=US Date: 2015.07.06 13:58:40 -04'00' DATE: Jul 6, 2015

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: Jeffrey A. Moore — Digitally signed by Jeffrey A. Moore DN: cn=Jeffrey A. Moore, o=City of High Point, NC, ou=Financial Services Director, email=jeff.moore@highpointnc.gov, c=US Date: 2015.07.08 11:25:51 -04'00' DATE: Jul 8, 2015

CITY MANAGER: Greg Demko — Digitally signed by Greg Demko DN: cn=Greg Demko, o, ou, email=greg.demko@highpointnc.gov, c=US Date: 2015.07.08 14:31:47 -04'00' DATE: Jul 8, 2015

MANAGER'S BRIEFING SESSION
JUNE 1, 2015 – 4:00 P.M.
3RD FLOOR LOBBY CONFERENCE ROOM

MINUTES

Present:
Mayor Bill Bencini; Mayor Pro Tem James Davis (Ward 5); and Council Members Latimer Alexander (At-Large), Cynthia Davis (At-Large), Jeff Golden – (arrived at 5:00 p.m. during discussion of Public Records Requests) (Ward 1); Chris Williams (Ward 2), Alyce Hill (Ward 3), Jay Wagner (Ward 4) and Jason Ewing (Ward 6)

Staff Present:
Greg Demko, City Manager; Randy McCaslin, Deputy City Manager; JoAnne Carlyle, City Attorney; Eric Olmedo, Budget and Performance Manager; Laura Altizer, Senior Budget Analyst; Roselyn McNeill is Budget Analyst; Loren Hill, President- High Point Economic Development Corporation; Angela Kirkwood, Director of Human Resources; Lee Tillery, Parks & Recreation Director; Lee Burnette, Director of Planning and Development; Jeron Hollis, Communications Officer; Lisa Vierling, City Clerk; Tom Vincent, Deputy City Clerk

Others Present:
Judy Stalder; *TREBIC*

News Media Present:
Pat Kimbrough, *High Point Enterprise*

Note: All hand-outs distributed at this meeting will be attached as a permanent part of these proceedings.

Parks and Recreation
City Manager Greg Demko reported that he received questions from Council regarding the number of parks owned by the city, their intended use, and the level of activity. Lee Tillery, Parks and Recreation Director, explained that sometimes the number of parks gets skewed because a lot of different areas such as open space gets counted in the total park numbers. The City has about 44 parks and those parks range from about 10 mini-parks (.5 to 3 acres), 14 or 15 neighborhood parks and then moves up in complexity to community parks and regional and urban parks. Regional and urban parks are where special facilities fit in like the Blair Park Golf Course, Oak Hollow Golf Course and the campground. Last year $2.7 million was budgeted for maintenance which encompasses staff and benefits. He added the P & R Department has roughly 44 employees that take care of the maintenance, mowing and maintenance/lining of the ball fields.

Mayor Pro Tem Jim Davis said he was looking through the budget and was asking about the smaller parks and how utilized they were and asked Mr. Tillery if he felt all these parks were needed and if any cost savings would be realized if any were eliminated.. Mr. Tillery replied that it depended on which parks, acreage and complexity. He explained the mini-parks are very minimal as far as maintenance goes and added that the bulk of the money is spent on parks with athletic fields, lights and a lot more infrastructure. The City would not save a lot of money by closing a smaller park. City Manager Greg Demko asked if there was a policy about how far apart parks are. Mr. Tillery said there is a master plan that identifies holes and gaps. Mayor Pro Tem Jim Davis asked how much Parks and Recreation spends on upkeep on medians and added he thought it was unusual that Parks and Recreation did that maintenance rather than the Transportation Department. Mr. Tillery said it was part of the $2.7 million he quoted earlier. Mayor Pro Tem Davis said Eric Olmedo's presentation of City's comparable to High Point showed High Point to have a comparatively large number of parks. Mr. Davis said he was looking at parks, the Museum and the Human Relations Department because these are three departments that cities the size of High Point usually do not have.

Council Member Wagner said one of Parks and Recreation's objectives was to increase golf play at Oak Hollow and wanted to know what the plan was for that. Mr. Tillery said they were trying to incorporate a more global aspect as far as recruiting people to come to High Point to play golf. He noted a few years ago Oak Hollow was rated one of the best public courses in North Carolina. Mr. Tillery shared the City was using software to promote it on the Golf Channel. Council Member Wagner asked if the baseball fields in the parks were being used to their full capacity. Mr. Tillery said youth baseball has changed, but the fields still get a lot of use. Council Member Ewing asked if in-kind services were accounted for in the budget. Mr. Tillery replied in that they were.. A brief discussion followed regarding solicitation of funds from civic groups to help replace/repair the train at City Lake Park.

Permitting Fees

Lee Burnette, Director of Planning and Development, distributed the following information:

- *the fee schedule with comparisons of existing and proposed fees,*
- *comparisons with other jurisdictions,*
- *information on how fees are calculated, and*
- *the existing fee schedule.*

He noted the fee schedule is to become effective with Accela going on line to the public. Mr. Burnette explained the Department was restructuring its fees particularly as it related to permits. Most of the fees are flat and for the most part they are revenue neutral. Mr. Burnette explained Accela would allow the City to issue one permit for a construction project rather than the usual four or five. City Manager Greg Demko noted a big piece of it was using the tools the system provides in an effort to be more efficient. He added that staff was not looking for any decisions on revised fee schedule; this information was basically for review purposes.

Council Member Ewing asked how the new proposed fee structure compared to neighboring jurisdictions and the comparison cities used in the budget presentation. Mr. Burnette said a document distributed previously compared the City's fees to Winston-Salem, Greensboro and

Guilford County and said High Point's fees were similar. Mr. Burnette explained the cost to the City was based on the number of inspection trips staff had to make. He hoped to get nine months to a year of data from Accela to see what the costs actually are. Council Member Ewing asked if there was a generally increased percentage with the new fee structure. Mr. Burnette said the residential fees were the same or a little bit lower and commercial was the same, but increased when you got to a certain size. He said the last couple years the Department has received about $900,000 for inspection fees and permits and expects that remain about the same. Mr. Burnette said they are down to $30,000 a year in planning fees but expects to see that increase. There was some discussion about the downturn in subdivision plans and Mr. Burnette said he expected subdivision permitting to increase in the future.

Mayor Bencini asked if there was going to be a Land Use Plan Update. Mr. Burnette said one was needed and staff had discussed making some changes. He said once Accela is put aside and the Development Ordinance rewrite is put aside, he would like to look at revising the Land Use Plan.

Council Member Ewing asked if the abatement fee could be used to help clean up some areas of the City that had not been kept up well. Mr. Burnette said it was an administrative fee and it was a legal question of how much could be tacked on.

Convention and Visitors Bureau (CVB) and Market Authority

Eric Olmedo, Budget and Performance Manager, distributed copies of the Market Authority's and CVB's budget and the CVB Strategic Business Plan. He pointed out the Market Authority budget has the direct revenue that flows through the City to them is the Showroom License, their portion of the Occupancy Tax, and the $1 million contribution the City does every year. Mr. Olmedo said out of the Market Authority's $5.2 million budget almost $3 million comes through the City. Overall, their budget is dropping by approximately $168,000.

Mr. Olmedo said the CVB receives $1.6 million dollars from the City of High Point. Their total budget is $7 million. He noted their revenues and expenditures are increasing by almost $96,000 this year. Deputy City Manager Randy McCaslin said he met with the CVB today and reported they had spent some of their fund balance the previous year because of the move to the Chamber. He added they have a policy of keeping 50% of the Occupancy Tax in their budget as a fund balance and over the next few years they will be paying themselves back for the money they took out of the fund balance. City Manager Greg Demko asked Council to let him know if they wanted representatives from the CVB or Market Authority to come in and answer any questions.

Public Records Requests

City Attorney JoAnne Carlyle distributed a memo she drafted regarding Public Records, which outlined basic procedures staff uses to determine whether or not a record is a public record. She explained there are two different issues going on with public records currently: 1) staff is getting public records request in daily that must be responded to and spending an inordinate amount of time processing the requests; and 2) the lack of any kind of policy addressing public records. She asked Council for direction.

Ms. Carlyle explained that the custodian of the record is actually the person that either creates or receives the record and informed Council that a question has come up as to whether or not an individual custodian can redact a record/document. She explained the individual is about the only person that can redact their own document because the custodian is the only person/individual that knows and understands what is actually personal information, what is actually private information and what is actually considered to be a public record. She then recited N.C. General Statute 160A-171 which provides that the city clerk is the custodian of all city records, responsible for all the official records of the unit (minutes and ordinances) rather than literally requiring the clerk to be responsible for all records within each department. She stressed that generally the individual that received or created the record is the custodian of that record and that the custodian has the legal responsibility to provide access. She also reiterated that personal records (not related to the transaction of public business) are not public records, even if they were created using government resources and the reverse is also true….records created on a personal computer/equipment may be public records and therefore must be released.

She advised that when a public records request comes in, staff goes through the following basic procedure questions:

1. *Does a record exist that corresponds to the request? If no, STOP. If yes….#2.*
2. *Is the record made or received in the transaction of public business? If no, STOP. If yes….#3.*
3. *Is there an exception that applies? If no PROVIDE RECORD. If yes, #4.*
4. *Does the exception apply to the entire record or only certain information and does it prohibit disclosure of deny right of access? If prohibited, do not release. If a portion is prohibited or is not a public record, REDACT AND PROVIDE. If no right of access exists, but the release is not prohibited by law, then city policy and practice prevails.*

Ms. Carlyle also reiterated the fact that if a record requested does not exist, staff has no obligation to create another record.

Council Member Cynthia Davis suggested some kind of fee structure and if this could possibly be discussed during the budget reviews. Ms. Carlyle explained that the City does not have the capability of charging unless it is something that will cost a lot of money to produce and noted that the state law does not permit charging for labor/manpower. She reiterated that the custodian of the record is the one responsible and if something was redacted or something did not get released that should have been, there are mechanisms in place for that such as a motion to compel/show cause and some type of mediation.

She asked Council if they want as a policy the attorney and/or clerk to have to vet every public record request that comes through, or put the onus on the custodian of the record, rather than having them relying on the attorney and/or clerk to produce it for review. Mr. Demko noted his observation over the past two and a half months has been that there has been an inordinate amount of requests that have come through, more so than he has seen in other organizations. He reiterated that the statute does allow fees or charges, but it is limited with the bulk of it being the cost of copying.

There being no further discussion, the meeting adjourned at 5:15 p.m. upon motion duly made and seconded.

Respectfully Submitted,

_____

Lisa B. Vierling, MMC
City Clerk

Department of Transportation

HIGH POINT
NORTH CAROLINA'S INTERNATIONAL CITY™

July 20, 2015

Mr. Bill Bumgarner
Marsh Furniture
1001 S. Centennial Street
High Point, NC 27260

RE: Letter of Understanding: Use of S. Centennial Right-of-Way for Additional Parking and Landscaping

Dear Mr. Bumgarner:

Pursuant to your request on behalf of Marsh Furniture Company ("Marsh") to construct additional parking and new landscaping along the west side of S. Centennial Street between Kearns Avenue and S. Main Street, the City of High Point ("the City") offers the following conditions of approval:

1) Marsh proposes to extend an existing paved area used for 90-degree on-street parking approximately 101 feet southward to accommodate up to 10 new parking spaces for employees. The area to be used for this expansion lies partially on public street right-of-way, and partially on railroad right-of-way. Adequate depth for vehicles to back out of the proposed spaces without backing into the street must be provided, estimated at a minimum 30 feet from the existing edge of pavement on S. Centennial Street. If permission from the controlling railroad to use their right-of-way cannot be obtained, or if the minimum depth cannot be achieved, this agreement shall be void.

2) The City acknowledges that the desired project to be constructed by Marsh does not meet the requirements for plan review by the Technical Review Committee (TRC), the Watershed Review Committee (WRC), or other independent departmental reviews. No special permits are required. Marsh has, however, provided a sketch plan of the plant site and the proposed additions for documentation purposes.

3) Permanent or temporary landscaping is not required. Marsh, however, desires to install and maintain landscaping within the railroad and street rights-of-way at the south end of the proposed improvements. The proposed landscaping and any desired hard features (e.g., block bordering) shall not be placed any closer than 8 feet to the western edge of pavement of S. Centennial Street, and shall not extend southward beyond the right-of-way for S. Main Street.

4) Construction of the paved parking area to City development standards is strongly encouraged. A lane/road closure permit must be obtained by Marsh or their general contractor from the City Department of Transportation for construction that may require the temporary closure of any part of S. Centennial Street. Closures and traffic control shall be established and maintained in conformance with the Federal ***Manual on Uniform Traffic Control Devices*** (MUTCD), including but not limited to the use of signing, barricades, cones, barrels, and flaggers.

City of High Point, P.O. Box 230, 211 South Hamilton Street, High Point, NC 27261 USA
Phone: 336.883.3225/3226 Fax: 336.883.8568 TDD: 336.883.8517

HIGH POINT
NORTH CAROLINA'S INTERNATIONAL CITY™

July 20, 2015

5) The City assumes no liability or responsibility for the activities under this Letter of Understanding. Marsh agrees to indemnify and hold harmless the City from any claims arising from or relating to the activities under this Letter of Understanding.

6) Marsh shall be required to execute an encroachment agreement provided by the City and be subject to the terms of that agreement.

THE CITY OF HIGH POINT

Reviewed and recommended by:

Mark V. McDonald, P.E.
Transportation Director

Date: 08-25-15

JoAnne Carlyle
City Attorney

Date: 8/27/15

Approved by:

Randy E. McCaslin
Deputy City Manager

Date: 8/27/15

Attest: Lisa Vierling, City Clerk

Mollie Marsh Brugh
CEO/President, Marsh Furniture Company

Date: 8/7/15

Attest: Secretary, Marsh Furniture Company

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

NORTH CAROLINA

GUILFORD COUNTY

NTC:

RIGHT OF WAY
ENCROACHMENT AGREEMENT

THIS AGREEMENT (Agreement) made this 7 day of August, 2015, 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 **MARSH FURNITURE COMPANY**, a corporation in the state of North Carolina, located at 1001 S. Centennial Street, P.O. Box 870, High Point, NC 27261-0870, hereinafter known as the ("Applicant.")

W I T N E S S E T H

WHEREAS, the City owns the a public street right of way located at and around the corner of S. Centennial Street and South Main Street, High Point, North Carolina; and

WHEREAS, the Applicant desires, for its interest and convenience, to construct and extend its existing paved area not more than one hundred (100) feet to accommodate eleven (10) new parking spaces and to provide landscape improvements around the site (collectively the paved area and landscaping referred to as "Improvements") which will cross a currently held public street right of way as shown on Attachment A; 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 Applicant to encroach upon the above-referenced City-owned right of way; and

WHEREAS, the Applicant has paid to the City the sum of $100.00, which partially defrays the administrative costs of the City.

NOW, THEREFORE, in consideration of the premises and $100.00 in hand paid receipt of which is hereby acknowledged and other consideration, the Applicant hereby covenants and agrees that:

1. The Applicant is responsible for any and all expenditure of labor or materials required in the construction, repair, maintenance or location of the above-referenced Improvements.

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

3. The Applicant will fully indemnify and hold harmless the City 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 Applicant, its agents, employees, contractors or subcontractors in connection with the construction and maintenance of the Improvements, or any cause of action arising out of the installation, maintenance, or location of said Improvements (collectively, "Claims and Causes of Action"). The Applicant will be responsible for defending any and all such claims, as provided in Section 4 below.

4. The Applicant 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 Applicant, 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. Applicant 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). Applicant shall give the City at least 30 days advanced written notice of any cancellation of any required coverage that is not replaced. Should Applicant fail to pay premiums upon said insurance, or should Applicant 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 Applicant shall thereupon terminate, except Applicant shall still be responsible for removing the Equipment from the right of way. In lieu of the foregoing, Applicant may self-insure for any or all of the coverages set forth above.

6. The Applicant, upon completion of the installation of the Improvements, 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 drawings (in such event, the Applicant shall secure approval of the City prior to the differing installation).

7. The Applicant agrees to abide by all lawful statutes and ordinances governing installation of the Improvements as contemplated herein.

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

9. This Agreement shall be revocable at will by the High Point City Council by sufficient advance written notice to the Applicant to allow the Applicant to relocate its Improvements in the event that the City is undertaking a road maintenance or improvement project within the public right of way where the Improvements are located with which the Improvements conflicts; and this Agreement shall be terminable by the Applicant by written notice to the City in the event of and following removal of the Improvements.

10. The Applicant 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 inure 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:

<u>If to City</u>:
City of High Point
Transportation Department
P.O. Box 230
High Point, NC 27261
ATTN: Transportation Director

If to Applicant:
Marsh Furniture Company
William Bumgarner, VP of Human Resources
1001 South Centennial Street
P.O. Box 870
High Point, NC 27261-0870

14. This represents the complete Agreement of the parties; any modification of any terms set forth in this Agreement shall be in writing and signed by both parties.

IN WITNESS WHEREOF, the City of High Point has caused this instrument to be signed by its Mayor 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.

APPLICANT

(Corporate Seal)
if corporation

By: Mollie Marsh Brugh

Print Name: Mollie Marsh Brugh

Title: President/CEO, Marsh Furniture Company

ATTEST: Kevin L. Smith
Kevin L. Smith, Secretary

STATE OF North Carolina
Guilford COUNTY

I, Lisa W. Jones, a Notary Public of the County and State, do hereby certify that Mollie Marsh Brugh, personally came before me this day and acknowledged that he/she is President/CEO of Marsh Furniture Company, and that he/she, as President being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official stamp or seal, this the 7th day of August, 2015.

My commission Expires: 8-14-2018

Lisa W. Jones
Notary Public

LISA W. JONES
DAVIDSON CO.
NORTH CAROLINA
NOTARY PUBLIC

ATTEST:

Lisa B. Vierling, City Clerk

CITY OF HIGH POINT

By: _____
William S. Bencini, Jr., Mayor

NORTH CAROLINA

GUILFORD COUNTY

I, _____, 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 Mayor, sealed with its corporate seal, and attested by herself as its clerk.

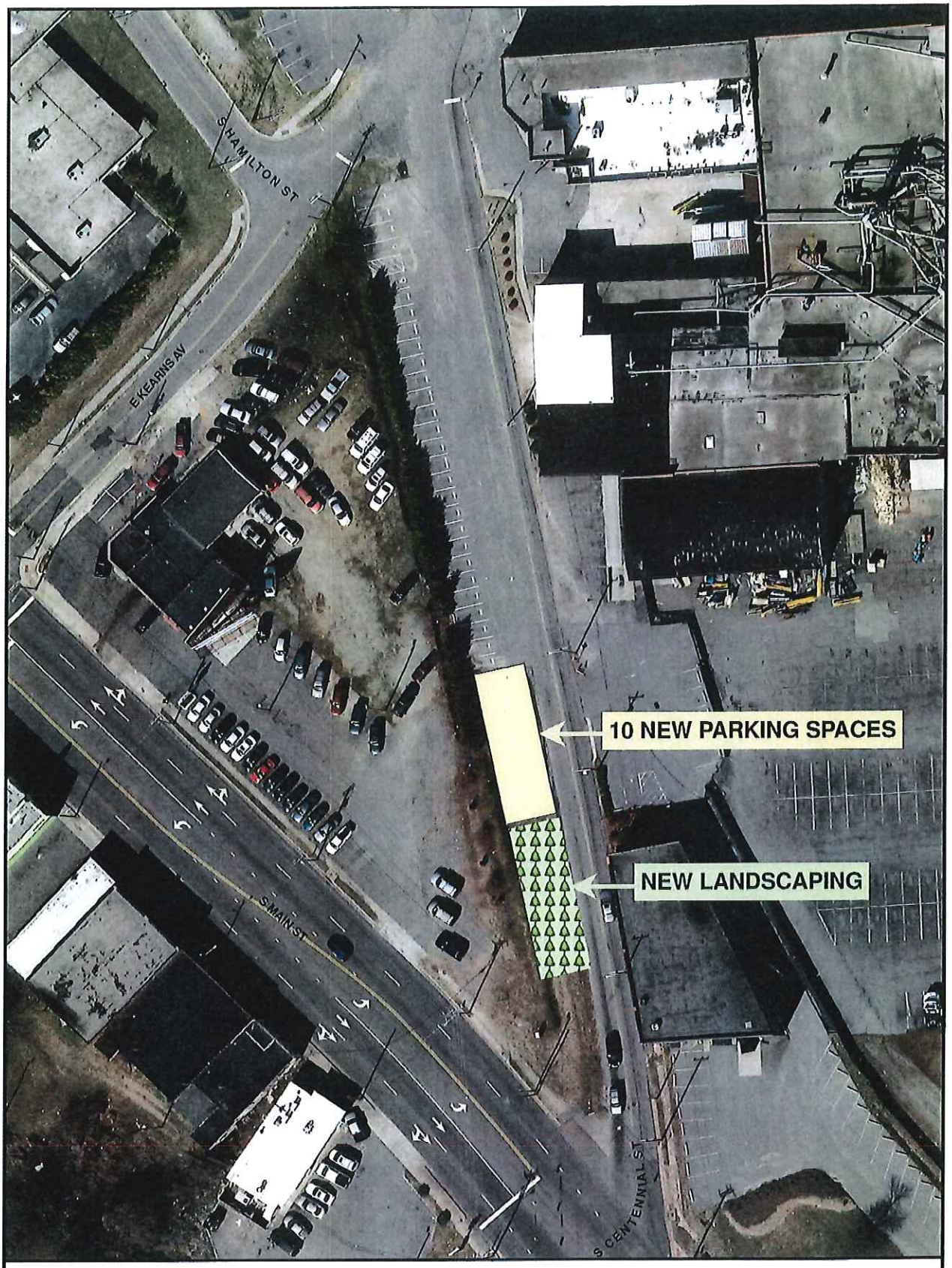
Witness my hand and official stamp or seal, this the 28th day of August, 2015.

My commission Expires: 1/18/2020

_____
Notary Public

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

EXHIBIT A



MARSH FURNITURE PARKING PROPOSAL

HIGH POINT
NORTH CAROLINA'S INTERNATIONAL CITY

MAP PREPARED BY
HIGH POINT MPO
211 S. HAMILTON STREET
HIGH POINT, NORTH CAROLINA 27260
JULY 2015

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

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/31/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:
Commercial Lines – 800-868-8834 Wells Fargo Insurance Services USA, Inc. 6100 Fairview Road Charlotte, NC 28210	PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Phoenix Insurance Company — 25623
INSURED Marsh Furniture Company, Inc. P O Box 870 High Point NC 27261	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 9406187 **REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			Y-630-6A689223-PHX-14	11/01/14	11/01/15	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 5,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of High Point is additional insured on General Liability with respect to work performed by the named insured.

CERTIFICATE HOLDER

City of High Point
Public Services Department
P.O. Box 230
High Point, NC 27261

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jean Brandon

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(This certificate replaces certificate# 9406183 issued on 7/31/2015)

CITY OF HIGH POINT
AGENDA ITEM

Title: **Street Abandonment Case 15-05**
(City of High Point Technical Review Committee)

From: Lee Burnette, Planning & Development Director

Meeting Date: July 20, 2015

Public Hearing: Yes

Advertising Date: June 26, 2015 and July 3, 10, & 17, 2015

Advertised By: Planning & Development

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

PURPOSE:
A request to abandon a partially improved alley lying along the west side of Cable Street, approximately 65 feet south of W. Green Drive.

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

BUDGET IMPACT:
There is no budget impact.

RECOMMENDATION / ACTION REQUESTED:

A. On June 23, 2015, a public hearing was held before the Planning and Zoning Commission regarding Street Abandonment Case 15-05. The Planning & Zoning Commission recommended ***approval*** of Street Abandonment Case 15-05 by a vote of 8-0.

B. Staff recommends ***approval*** of Street Abandonment Case 15-05 as outlined in the attached staff report.

PLANNING AND ZONING COMMISSION RECOMMENDATION

City of High Point Street Abandonment Case 15-05

At its June 23, 2015 public hearing, the Planning and Zoning Commission reviewed Street Abandonment Case 15-05. All members of the Commission were present except for Ms. Marie Stone. Mr. Herbert Shannon, Senior Planner, presented the case and recommended approval of the request as outlined in the staff report.

No one spoke in favor or in opposition of Street Abandonment Case 15-05.

The Planning & Zoning Commission recommended approval of Street Abandonment Case 15-05, as recommended by staff, by a vote of 8-0.

CITY OF HIGH POINT
PLANNING AND DEVELOPMENT DEPARTMENT

STAFF REPORT
STREET ABANDONMENT CASE 15-05
June 24, 2015
(Revised)

Request	
Applicant: City of High Point Technical Review Committee	**Proposal:** To abandon a partially improved alley lying along the west side of Cable Street, approximately 65 feet south of W. Green Drive.

Adjacent Streets		
Name:	**Classification:**	**Right-of-Way and Pavement Width:**
Cable Street	Local street	40-foot wide right-of-way; 24-foot wide paving with curb and gutter

Adjacent Property Zoning and Current Land Use		
North	General Business (GB) District	Vacant commercial structure and unimproved parcels
East	General Business (GB) District	Cable Street right-of-way
South	General Business (GB) District	Unimproved parcel
West	General Business (GB) District	Unimproved parcel

Analysis

The City of High Point Technical Review Committee (TRC) is requesting to abandon a partially improved alley that was recorded in 1928 as a part of the A. Robertson Estate. This alley has a width of 12 feet and a length of 100 feet, and based on review of historical City photos it was never improved as a through street. Existing improvements within the right-of-way consist of a concrete area used for parking in conjunction with property to the south.

Abutting properties to the north and west have frontage on E. Green Street and the parcel to the south has frontage along Cable Street. Therefore, abandonment of the public's interest in this alley will not deprive any owner of access to their property. Early notices to obtain input from abutting property owners were mailed out in March and May 2015. In addition, a regular mail notice for the public hearing to abutting property owners was sent, a notice was placed in the High Point Enterprise and public hearing signs were posted at the ROW to be abandoned per requirements. To date, staff has received no objections from the abutting property owners.

Findings & Recommendations

The Technical Review Committee (TRC) reviewed this request on May 6, 2015 and identified no concerns related to the abandonment of this right-of-way.

This abandonment of the public's interest and conveyance of the right-of-way to the abutting property owners, as provided by state statutes, is found not to be contrary to the public's interest and is found not to deprive owners in the vicinity of the right-of-way reasonable means of ingress and egress to their property. The Planning and Development Department recommends approval of the request to abandon this right-of-way.

Report Preparation

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

STREET ABANDONMENT REQUEST SA15-05

Applicant: City of High Point

Area: 1,200 sq. ft.

Location of requested street abandonment

Previously abandoned right-of-ways

Planning & Development Department

City of High Point

Date: June 23, 2015

N

Scale: 1"=200'

G:/Planning/Secure/ba-pz/2015/pz/sa15-05.mxd

Attachments: Photographs (June 2015) and Aerial (February, 2014)

Looking west from Cable Street towards the alley.

Looking east towards the alley.

STREET ABANDONMENT REQUEST SA15-05

Applicant: City of High Point
Area: 1,200 sq. ft.

Location of requested street abandonment

Planning & Development Department

City of High Point

Date: June 23, 2015

N

Scale: 1"=50'

G:/Planning/Secure/ba-pz/2015/pz/sa15-05photo.mxd

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

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HIGH POINT, IN A REGULAR MEETING ASSEMBLED ON THE 15th DAY OF JUNE, 2015 AT 5:30 P.M. IN THE COUNCIL CHAMBERS OF THE MUNICIPAL BUILDING, HIGH POINT, NORTH CAROLINA:

Street Abandonment (Closure) Case 15-05
(alley lying south of E. Green Street and west of Cable Street)

WHEREAS, The City of High Point Technical Review Committee has petitioned the City Council of the City of High Point to permanently abandon (close) a partially improved alley lying along the west side of Cable Street, approximately 65 feet south of W. Green Drive. This right-of-way is more specifically described as follows:

Beginning at the existing northeastern property corner of lot #5 (also known as Guilford County Tax Parcel 0171737) as recorded in (**PB 8 PG 99)** in the Office of the Register of Deeds of Guilford County, North Carolina; thence N 82º02' W (100') along the southern right-of-way line of the unopened alley way to the northwestern property corner of lot #5; thence northerly (12.05') across the western right-of-way line of the unopened alley way to the existing southwest property corner of lot #4; thence S 82º02' E (103.49') along the northern right-of-way line of the unopened alley way to the southeastern property corner of lot #1, said point also being the western right-of-way line for Cable Street; thence southerly along the western right-of-way line of Cable Street (12.06') to the point and place of beginning. The described area encompasses +/- 0.028 acres.

WHEREAS, the petition has been duly filed with this Council in a Regular meeting assembled on the 15th day of June, 2015, at 5:30 p.m. setting the 20h day of July, 2015 at 5:30 p.m., in the Council Chambers of the Municipal Building, as the time and place for a public hearing before said Council on said petition, and public notice of said time and place was ordered given, all pursuant to North Carolina G.S. 160A-299; and

WHEREAS, due and proper notice of said hearing to be heard on the petition at this meeting of City Council was made by publication in the High Point Enterprise for four (4) consecutive weeks, beginning June 26, 2015 and July 3, 10 & 17, 2015; and,

WHEREAS, the above entitled matter, pursuant to said resolution and notice was called for hearing before said Council at which time there was no objection or opposition offered on the part of any firm or corporation to abandon (closure) of that partially improved alley lying along the west side of Cable Street, approximately 65 feet south of W. Green Drive, as previously described above; and

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

NOW THEREFORE BE IT RESOLVED:

1. That a partially improved right-of-way (alley) lying along the west side of Cable Street, approximately 65 feet south of W. Green Drive, as described above, be closed pursuant to North Carolina G.S. 160A-299; and
2. That a copy of this resolution be filed in the Office of the Register of Deeds for Guilford County, North Carolina.

By order of the City Council,
this the 20th day of July, 2015
Lisa B. Vierling, City Clerk

CITY OF HIGH POINT
AGENDA ITEM

Title: Motorola/Intrado Solutions, Inc. - Next Generation 911 Service Solution

From: Steve Lingerfelt, Director of Information Technology Services

Meeting Date: July 20, 2015

Public Hearing: No

Advertising Date / Advertised By:

Attachments: Motorola/Intrado Solutions, Inc – Executive Summary
Next Generation 911 Service Solution Quote

PURPOSE:
Information Technology Services is recommending the City of High Point purchase a service agreement with Motorola Solutions/Intrado, Inc to support the 911 Center's life critical Next Generation 911 solution.

BACKGROUND:
The City of High Point's citizens expect to receive help from emergency responders, even in cases where the caller cannot convey their location and/or the nature of their problem or hear the instructions of the call-taker due to the caller's age, circumstances, or disability.

The City evaluated other systems and chose one that was best suited to meet the needs of the 911 Center. The North Carolina 911 Board has approved the selection recommended by the City.

BUDGET IMPACT:
The City of High Point will use NC State 911 Funds to purchase the service agreement with Motorola/Intrado Solutions, Inc. 911 funds are provided to the City of High Point by the State of North Carolina 911 Board. The contract price is $1,173,365.51 with an upfront payment of $27,441 and a monthly combined recurring charge of $19,098 payable over a 60 month term. The budgetary impact per year over the course of the service agreement is:

2015-2016-$256,625 (includes upfront payment of $27,441)
2016-2017-$229,184
2017-2018-$229,184
2018-2019-$229,184
2019-2020-$229,184

RECOMMENDATION / ACTION REQUESTED:
The Department of Information Technology Services requests the City Council approve the contract and authorize the appropriate City official to execute all necessary documents.

SECTION 1

EXECUTIVE SUMMARY

1.1 OVERVIEW

Motorola Solutions, Inc., (Motorola) appreciates the opportunity to provide this Next Generation 9-1-1 (NextGen9-1-1, NG9-1-1) proposal to the City of High Point, North Carolina. This proposal incorporates the latest 9-1-1 solution provided by our partner Intrado® and the local Motorola support that the City of High Point currently depends on to meet your public safety needs.

9-1-1 services have become a vital part of our nation's emergency response and disaster preparedness system since the Wireless Communications and Public Safety Act of 1999 (commonly referred to as the "9-1-1 Act") took effect. Soon afterwards, the National Emergency Number Association (NENA) identified the need for 9-1-1 services to address the rapidly growing wireless mobile society, and although the existing 9-1-1 system has been operational for more than 30 years; it has reached its technological limit. The current 9-1-1 system was never intended to receive calls and data from these new and emerging technologies. As a result, through cumbersome adaptations, E9-1-1 is being asked to perform functions it was not designed to handle. In short, the nation's 9-1-1 systems are in need of a significant overhaul. New wireless and IP-based communications devices offering text and video messaging services are being developed at a rapid rate and a growing percentage of citizens have given up their landline phones in lieu of their wireless counterparts. A report by the *Wall Street Journal* dated September 5, 2013, based on data provided by the results of a Census Bureau survey released the same day stated in part: "About one-third of U.S. households have ditched landline phones, driven by younger Americans relying on their cell phones."

The introduction of a robust and secure Next Generation 9-1-1 network makes new information, advanced collaboration, and interoperability services available to Public Safety Answering Points (PSAPs) and other public safety entities because it enables the public to transmit text, images, video and data directly to dispatch centers. These capabilities generate an exponential improvement in 9-1-1 service and expand the degree to which new, contextually appropriate information can be automatically provided to a broadened set of users and agencies. The NG9-1-1 infrastructure is intended to replace current 9-1-1 services over time.

An estimated 240 million calls are made to 9-1-1 in the U.S. each year. According to the FCC, one-third of these calls are received from wireless (mobile) phones; in many communities, it's one-half or more of all 9-1-1 calls.
Source: NENA 9-1-1 Statistics

As of October 2013 several states had completed successful NG9-1-1 implementations. Based on U.S. Census data collected in January 2014, the United States has 6,050 primary and secondary PSAPs and 3,135 counties (includes parishes, independent cities, boroughs, and other areas identified within the census). 73% of the counties in the United States (91.5% of the population) had full Phase II NG9-1-1 capabilities as of January 2014. Percentages for PSAPs, counties, and the overall U.S. Population that currently have some Phase I/Phase II capabilities are shown in Table 1-1.

Use or disclosure of this proposal is subject to the restrictions on the cover page.

Table 1-1: Percentages of Entities with Some Phase I/II Capabilities

Phase	PSAP	Counties	Population
Phase I	98.5%	96.0%	98.6%
Phase II	97.6%	94.5%	98.3%

Phase I – Provides call back number, carrier information, tower location.

Phase II – Provides approximate location based on X & Y coordinates in addition to providing Phase I capabilities. (Accuracy requirements vary by technology and are currently under review by the FCC).

As mobile technology advances, more people of all ages and walks of life are becoming reliant upon their cellular devices for texting, multi-media, and data applications. As a result, the City requires a new technology that blends voice, data, and multi-media from a variety of trusted sources. This technology must get the right data to the right user at the right time during an emergency and facilitate data delivery beyond the call-taker to the first responder.

The City of High Point can continue to meet the evolving 9-1-1 service expectations of its citizens and protect the City from technical obsolescence by upgrading to NextGen9-1-1, which will enable your network to expand beyond traditional 9-1-1 services. A NextGen9-1-1 network facilitates new life-saving applications, eliminates single points of failure, and supports new technology access and new data types allowing interoperability between PSAPs.

1.2 THE NEED FOR NEXT GENERATION 9-1-1

During any mission-critical moment, an IP-based, packet-switched NextGen9-1-1 system mitigates many of the limitations of the legacy 9-1-1 system. When enabled with a nationwide IP network for call routing and delivery, PSAPs have the ability to reroute calls to any PSAP on the network regardless of Local Access and Transport Area (LATA) or geopolitical boundaries. For example, should a the City of High Point PSAP be disabled by a tornado, the City will have the ability to call the Intrado Network Operations Center (NOC) and reroute all or a portion of incoming 9-1-1 calls to an unaffected PSAP.

While NextGen9-1-1 provides solutions for disaster recovery, there are also day-to-day applications where an IP-based, packet-switched network helps solve inefficiencies of the current E9-1-1 system. For instance, should one of the City of High Point's neighboring PSAPs not serviced by the same tandem servicing the City of High Point receive a misrouted wireless call of an overturned vehicle on a stretch of highway inside the City of High Point, the only way to transfer the call would be on a ten-digit administrative line and not on a native 9-1-1 trunk. Advanced 9-1-1 (A9-1-1 SM) solves this problem by allowing transfer of 9-1-1 calls to the correct PSAP on a native 9-1-1 line.

The proposed A9-1-1 services will support the City of High Point's strategic direction to implement Next Gen9-1-1 services. This proposal includes a fully-managed Next Generation solution offering A9-1-1 services with A9-1-1 Location Data Management, A9-1-1 Routing provided by the Intrado® Emergency Services IP Network (ESInet), and optional TXT29-1-1 services. In addition to consumer expectations, support of these technologies introduces changes in how calls need to be delivered and possibly managed at the PSAP. The PSAP must be running at optimal efficiency.

The legacy E9-1-1 network has traditionally left much of the changes in the system outside the control of the PSAP, whether it is the need to reroute 9-1-1 calls in the case of a "bugout" or the ability to run reports on demand. The proposed A9-1-1 Routing solution will enable the City of High Point to have greater control of your system and operations.

The Intrado ESInet is designed to work with existing legacy equipment through NENA i3 functions, such as the Legacy Network Gateway (LNG) and the Legacy PSAP Gateway (LPG). These NENA i3 defined functions are integrated, operated, and maintained to the public safety class standards required of a life-critical application. ESInet lays a foundation for the development and implementation of innovative applications and services that will advance the capabilities of public safety communications and eliminate many of the challenges.

Keeping the current PSAP environment in mind, the Next Generation 911 Service is integrated, operated, and maintained to the public safety class standards demanded of a life-critical application.

Through implementation of our proposed solution, the City of High Point will be able to meet the NG9-1-1 expectations of your citizens while balancing operational efficiency at the PSAP.

1.3 THE MOTOROLA SOLUTIONS AND INTRADO PARTNERSHIP

For more than 80 years Motorola has provided solutions to meet the challenges faced by our Public Safety customers. To date, Motorola has implemented Radio Systems, 9-1-1, CAD, and Mobile Records management systems in hundreds of agencies throughout the United States, supporting multi-discipline, multi-agency organizations with populations ranging up to the millions.

Motorola has the demonstrated experience, stability, and qualifications to provide the City of High Point a powerful, intuitive solution that will easily grow and adapt to the City's future needs.

Motorola is proud to partner with Intrado, the industry leader in Next Generation 9-1-1. Intrado has been at the forefront of pioneering 9-1-1 technology solutions that enable improved performance, reliability and capabilities of communications systems and response. Today Intrado provides the core of the nation's 9-1-1 infrastructure and supports the delivery of over 240 million calls to 9-1-1 centers every year.

With Motorola Solutions and Intrado, the City of High Point will have:

- **Peace of Mind:** That comes with partnering with a trusted and experienced 9-1-1 technology partner to fully manage your transition to Next Generation 9-1-1.
- **Full Budgetary Predictability**: By managing all aspects of your Next Generation 911 transition from planning to implementation, training, and deployment, Motorola Solutions and Intrado offer you one competitive price with no hidden costs or surprises.
- **Support and Confidence:** A long-term partner that will work with you to manage your transition to Next Generation 9-1-1 and industry standards compliancy today and tomorrow.
- **Control:** the solution offers unprecedented choice, leaving you in full control over your operations, providing the flexibility to change standard operational procedures as needed, and the ability to maximize your staffing resources.
- **Resources:** to manage your Next Generation 911 transition needs, so you can focus on saving lives while Motorola and Intrado deliver your next generation technology.
- **Continuity of Service:** System Support and Monitoring services including local support provided by Motorola's local authorized service provider, Wireless Communications.

SECTION 6

PRICING

6.1 PRICING SUMMARY

High Point One Time setup fee

Configuration Setup and Project Management	$ 27,440.93

High Point Recurring Payment

Based on current wirelined telephone numbers	$ 19,098.74

Total Customer Sale Price $1,173,365 for 60 Months for 2 PSAPS

The Contract Price in U.S. dollars is $1,173,365.51 which will be payable over a 60 month term with an upfront payment of $27,441 and a monthly combined recurring charge of $19,098.74 for ALI Management service and Voice and Routing service and Text 2 911. The monthly recurring charge of $19,098.74 is based on a quantity of 55,000 wireline telephone numbers (TN's). Should the quantity of wireline TN's exceed 55,000, the monthly charge will be recalculated at a rate of $.20 per TN.

During implementation, the monthly recurring charges will be invoiced in three phases. Phase one will begin upon activation of the ALI Management service; the associated monthly recurring charge is $ 8,629.57. Phase two will begin upon activation of Voice and Geo Spatial Routing services; the associated monthly recurring charge will increase to $18,762.91. Phase three will begin in year 2 after activation of texting service; the associated monthly recurring charge will increase to $19,098.74. The 60 month terms will commence once all services are live. ALI Management and Voice services may be active for one or more months prior to all services going live. A change order will be used to amend the Contract Price to include any additional months of ALI Management service.

Must be signed by 08/01/2015 or additional monthly charges of $1,375 will apply for backup PSAP

TEXT 2 911 PRICING BREAK OUT SUMMARY (INCLUDED ABOVE)

High Point Monthly Recurring Payment over 60 Months

Text 2 911	$ 335.83

Use or disclosure of this proposal is subject to the restrictions on the cover page.

BUDGET REVIEW SESSION
JUNE 2, 2015 – 3:00 P.M.
3RD FLOOR LOBBY CONFERENCE ROOM

MINUTES

Present:
Mayor Bill Bencini; Mayor Pro Tem James Davis (Ward 5), and Council Members Latimer Alexander (At-Large), Cynthia Davis (At-Large), Jeff Golden (Ward 1), Alyce Hill (Ward 3), Jay Wagner (Ward 4) and Jason Ewing (Ward 6).

Absent: Chris Williams (Ward 2).

Staff Present:
Greg Demko, City Manager; Randy McCaslin, Deputy City Manager; JoAnne Carlyle, City Attorney; Eric Olmedo, Budget and Performance Manager; Laura Altizer, Senior Budget Analyst; Roslyn McNeill, Budget Analyst; Loren Hill, President- High Point Economic Development Corporation; Angela Kirkwood, Director of Human Resources; Jeron Hollis, Communications Officer; Lisa Vierling, City Clerk; Tom Vincent, Deputy City Clerk

News Media Present:
Pat Kimbrough, *High Point Enterprise*

In response to citizen comments regarding expanding the library hours, City Manager Greg Demko asked Council to revisit this. Deputy City Manager Randy McCaslin advised it would cost $95,000 to add one hour each weekday and three hours on Saturday and noted the hours were cut during the last recession. Mr. Demko noted the General Fund could handle the additional cost.

Council Member Alexander moved to return the library hours to the pre-recession hours (8 hours per week; 400 hours per year). Council Member Ewing made a second, the motion carried unanimously. [8-0 vote, Council Member Williams was absent].

[Note: the new library hours will be 9:00 a.m. to 8:00 p.m., Mon. – Thurs.; 9:00 a.m. – 6:00 p.m., Fri. – Sat.; Sun. 1:30 p.m. – 5:30 p.m.]

Council Member Ewing asked about some departments that had employee numbers change, but the salary line amount did not change. Mr. Demko explained some departments had a certain amount of over hires and the dollar amounts were always in the budget, but not in the position count. He explained by listing the total number of positions it makes things clearer and more transparent.

Council Member Cynthia Davis said if Council was interested in coming up with additional funds for street maintenance with some cuts that would be made to some of the City Manager's proposals. She suggested instead of four additional Code Enforcement Officers come down to two, which saves $159,000 and instead of doing the Street Sweeper position now; maybe look at that position and the equipment next year, that would save $313,465. Council Member Davis said instead of doing three full-time positions and five seasonal, cut it to two full-time and three seasonal and that will save $190,291. Council Member Ewing said because of some of the changes the Manager has imposed if there are dollars to be saved he would rather give the Manager a directive to shave off the money where he thought best rather than direct him where to cut. Council Member Cynthia Davis said the budget is presented to Council to look at and if all Council was supposed to do was rubber stamp something, then she questions the point of having budget review sessions. She said she was trying to look for funds to repair the roads without raising any more debt. There was a discussion about the costs and benefits of increased code enforcement and the funds allotted for demolition of blighted properties. Council also discussed the need for more street sweeping and maintenance of medians.

Council Member Alexander said he would like Council to find $1 million to put into additional street repairs. He said the City was at over $2 million in 2005-2006 and at that point it was not adequate to maintain the streets. Mr. Demko advised other programs would have to be cut to come up with the $1 million. Mayor Pro Tem James Davis asked what it would look like if the City did a .5% or 1% cut across the board in all departments to come up with the money. Council Member Cynthia Davis said the $300,000 set aside for the economic development effort could be used elsewhere because nothing is final on that yet. She added if the façade match was not increased that would be money saved that could also be spent elsewhere. Council Member Cynthia Davis felt some things on the wish list could be deferred until next year and everything did not have to be done at once. Mr. Demko noted things needed to be done that would increase values in the City and he did not anticipate any more money next year. Mayor Pro Tem Jim Davis agreed if the City starts cleaning up blight, cleaning up streets and repaving streets it will create pride in the City and a positive atmosphere. Council Member Alexander noted that in 2001 or 2002 the City's street repaving budget was $100,000. Deputy City Manager Randy McCaslin said in 2009 the budget was $500,000 and has been slowly increased since then.

Council Member Alexander said if a penny on the tax rate is $900,000, he could support a penny over what the Manager's recommendation is. He added he would support sixty-six cents and for that penny to go directly to street maintenance. Council Member Ewing said there was definitely a consensus that Council needs to do something about street maintenance and he would rather ask staff to find the best way to get the $1 million. Mayor Pro Tem Jim Davis said he would not support a tax increase. He added that he thought $1 million was a little unrealistic this year, but he could see $500,000. Council Member Cynthia Davis said citizens were looking for the tax rate to go down, not up, and she was looking for cuts to make elsewhere. Council Member Alexander said if street maintenance was neglected it would be more expensive in the future. Council Member Cynthia Davis pointed out some citizens could not afford to pay more taxes or fees. There was some discussion about accessing money from the Fund Balance. Council Member Alexander noted the Enterprise Fund the City has gone to with garbage has shifted the burden to smaller taxpayers. Mayor Pro Tem Jim Davis said he thought the tax rate was too high especially compared to neighboring cities and that the garbage fees were a fairer system.

Council Member Alexander moved to lower the tax rate from 66.4¢ to 66¢ and take the $900,000 in savings and use it for street maintenance. The motion died due to lack of a second.

There was some discussion about charging businesses for recycling services. Mayor Bencini said the City would have to pay for street maintenance sooner or later and the question was if the City goes about it in an orderly, businesslike fashion or put it off and end up with a large debt. Council Member Cynthia Davis suggested staff go back and look over the budget and determine which items could be cut back. City Manager Greg Demko said he would not suggest an across-the-board cut. The Council discussed Department's cutting their budgets or using money from the Fund Balance. City Manager Greg Demko noted the City's operating costs on a grand scale were in line with comparable cities. Council Member Cynthia Davis suggested cutting non-essential training. She added she would almost say the budget is not satisfactory and that it be sent back to staff for them to find the money. City Manager Greg Demko said as staff prepared this budget it was keeping all current levels of service and programs with some additional money to help improve the City's appearance. He added it would helpful for staff if Council would share some ideas/suggestions of things they might want to eliminate or reduce. Council then discussed employee pay raises and potential savings from cutting merit raises from 2% to 1%.

City Manager Greg Demko said if is Council's direction that they want to find $500,000 to put toward street repair that staff can take a look at it and reconvene at the Finance Committee on June 11.

Council Member Alexander moved to forward the proposed FY 2015-2016 Budget as recommended by the City Manager to Council with a favorable recommendation for approval Council Member Wagner made a second to the motion, which carried by a 7-1 vote as follows:

Yes: Mayor Bencini, Mayor Pro Tem Jim Davis, Council Members Alexander, Ewing, Golden, Hill and Wagner.

No: Council Member Cynthia Davis

[Council Member Williams was absent]

There being no further discussion, the meeting adjourned at 4:35 p.m.

Respectfully Submitted,

_____

Thomas Vincent, Deputy City Clerk

CITY OF HIGH POINT
AGENDA ITEM

Title: **Municipal Agreement with NCDOT for a Pedestrian Planning Grant**

From: Mark McDonald, Transportation Director

Meeting Date: Monday July 20, 2015

Public Hearing: No

Advertising Date: NA
Advertised By: NA

Attachments: Municipal Agreement

PURPOSE:
Consideration of a Municipal Agreement with the North Carolina Department of Transportation (NCDOT) for a pedestrian planning grant.

BACKGROUND:
The North Carolina Department of Transportation has established a Bicycle and Pedestrian Planning Grant Fund which provides funding to develop master plans which promote bicycle and pedestrian modes of travel and encourages citizen participation in these modes of travel. The City, with assistance from Alta Planning and Design, submitted a pedestrian grant application to the Division of Bicycle and Pedestrian Transportation in December 2014. Notification of the award was received in June 2015. The City Council approved a resolution of support for this application at the November 3, 2014 City Council meeting. The Transportation Advisory Committee (TAC) of the High Point Metropolitan Planning Organization (MPO) also approved a resolution of support at their November 25, 2014 meeting.

BUDGET IMPACT:
The total estimated project cost is $70,000. NCDOT will participate in 50% of the total cost, up to a maximum amount of $35,000. The City will provide a 50% local match of the total estimated project cost. The City of High Point Department of Transportation has included the local match of $35,000 in the approved FY2015-2016 budget.

RECOMMENDATION / ACTION REQUESTED:
The Department of Transportation recommends that City Council approve this Agreement with NCDOT and authorize the appropriate City Official to execute the necessary documents.

NORTH CAROLINA

NCDOT ADMINISTERED - BIKEPED PLANNING PROJECT - FEDERAL

GUILFORD COUNTY

DATE: 7/6/2015

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

TIP #: M-0486E

AND

WBS Element: 55201.1.5

CITY OF HIGH POINT

FEDERAL-AID NUMBER: SPR-1410(034)

CFDA #: 20.205

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

W I T N E S S E T H:

WHEREAS, Section 52005 of the Moving Ahead for Progress in the 21st Century (MAP-21) allows for the allocation of State Planning and Research (SP&R) funds to be available for certain specified transportation activities; and,

WHEREAS, in accordance with G.S. 133-66.2.1, the NC General Assembly requires each Municipality to develop a comprehensive transportation plan that will serve present and anticipated travel demand; and

WHEREAS, the Department has allocated state matching funds to augment the federal funds available for these activities; and,

WHEREAS, the Department's Division of Bicycle and Pedestrian Transportation (DBPT) and the Transportation Planning Branch (TPB) have created a matching grant program to encourage the development of comprehensive municipal bicycle plans and pedestrian plans, which may serve as a component of the comprehensive transportation plan; and

WHEREAS, the Municipality has requested funding for Comprehensive Pedestrian Plan, hereinafter referred to as the Project, in Guilford County, North Carolina; and,

WHEREAS, the Municipality has agreed to participate in the cost of the project as hereinafter set out; and,

WHEREAS, this Agreement is made under the authority granted to the Department by the North Carolina General Assembly including, but not limited to, the following applicable legislation: General Statutes of North Carolina (NCGS) Section 136-66.1, Section 136-71.6, Section 160A-296 and 297, Section 136-18, Section 136-41.3 and Section 20-169, to participate in the planning, construction and/or implementation of the Project approved by the Board of Transportation.

NOW, THEREFORE, this Agreement states the promises and undertakings of each party as herein provided, and the parties do hereby covenant and agree, each with the other, as follows:

1. SCOPE OF PROJECT

The Project consists of the planning and production of a Comprehensive Pedestrian Plan in accordance with the Department's policies and procedures.

The Department's funding participation in the Project shall be restricted to development of this Plan, as further set forth in this Agreement.

2. DEVELOPMENT OF PLAN

The Department, and or its agent, shall prepare the Comprehensive Pedestrian Plan for the City of High Point. The Comprehensive Plan will address (but not be limited to) the following:

a. Introduction / Executive Summary

b. Evaluating Current Conditions

c. Existing Plans, Programs, and Policies

d. Develop Bicycle or Pedestrian System Plan

e. Facility Standards and Guidelines

f. Ancillary Facilities and Programs

g. Project Development

h. Maps and Illustrations

i. Recommendations for Projects, Programs and Policies

j. Implementing the Plan

REVIEW REQUIREMENTS

The Department will submit two copies of the final draft of the Comprehensive Pedestrian Plan to the Municipality for review and comment. The DBPT and the TPB shall review and approve said final draft and necessary revisions within six months.

3. COMPLETION

a. The City Council of the Municipality shall consider the adoption of the Comprehensive Pedestrian Plan, as approved by the Department. If the Council requests significant changes prior to adoption, the Municipality must resubmit the Council-approved Comprehensive Bicycle (and/or) Pedestrian Plan to the Department for re-approval.

b. The Municipality shall receive digital files and five (5) hard copies of the approved Comprehensive Pedestrian Plan, in a format compatible with Department and Municipal requirements. Geodatabases/shapefiles shall adhere to the DBPT standard format regarding nomenclature, structure and minimal attributes/variables. Photo and map design/resolution shall also meet minimum DBPT standards. The Municipality shall be responsible for the distribution of the final documents to the appropriate local agencies and interested parties.

4. PROJECT DOCUMENTS

All documents, including digital files, will become the property of the Municipality and the Department. Any and all original graphics, technical drawings, photographs, maps, GIS files, and promotional items produced for the plan or for any public meetings shall be available for use by the Department in other publications, on the DBPT website and for display purposes. The Department shall be credited for its participation in all documents, publicity, announcements and materials prepared for/by the municipality for public meetings.

5. FUNDING

The total estimated project cost is $70,000. The Department shall participate in 50% of the total cost, up to a maximum amount of Thirty Five Thousand Dollars ($35,000). The Municipality shall provide a (50%) local match of the total estimated project cost. The Municipality shall submit a check for $35,000 to the Department upon execution of this Agreement by the Municipality. Upon completion of the project, if actual costs exceed the amount of payment, the Municipality shall reimburse the Department any underpayment within sixty (60) days of invoicing by the Department. The Department shall charge a late payment penalty and interest on any unpaid balance due in accordance with G.S. 147-86.23. If the actual cost of the work is less than $70,000 the Department shall reimburse the Municipality any overpayment.

6. ADDITIONAL PROVISIONS

a. The Department shall not be liable and shall be held harmless from any and all claims that might arise on account of the Municipality negligence and/or responsibilities under the terms of this agreement and/or project.

b. All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

c. If the other party to this agreement is a Municipality and fails for any reason to reimburse the Department in accordance with the provisions for payment hereinabove provided, NCGS 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to Municipality by NCGS 136-41.1, until such time as the Department has received payment in full.

d. This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein.

e. The parties hereby acknowledge that the individual executing the Agreement on their behalf is authorized to execute this Agreement on their behalf and to bind the respective entities to the terms contained herein and that he has read this Agreement, conferred with his attorney, and fully understands its contents.

f. A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the parties agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.

By Executive Order 24, issued by Governor Perdue, and N.C. G.S.§ 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor).

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

L.S. ATTEST:

BY: _____

TITLE: _____

CITY OF HIGH POINT

BY: _____

TITLE: _____

DATE: _____

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

Approved by the City of High Point as attested to by the signature of _____

Clerk, on _____ (Date)

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

(SEAL)

_____
(FINANCE OFFICER)

Federal Tax Identification Number

_____

City of High Point

Remittance Address:

_____

_____

DEPARTMENT OF TRANSPORTATION

BY: _____
(DEPUTY SECRETARY FOR TRANSIT)

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (Date)

CITY OF HIGH POINT
AGENDA ITEM

Title: Vesta 911 Next Generation Phone System Lease

From: Steve Lingerfelt, Director of Information Technology Services

Meeting Date: July 20, 2015

Public Hearing: No

Advertising Date / Advertised By:

Attachments: Vesta 911 Next Generation Phone System Quote

PURPOSE:
Information Technology Services is recommending the lease of the Vesta 911 Next Generation Phone System from Wireless Communications, Inc. to upgrade the existing ECS1000 unit that is at end of life.

BACKGROUND:
The Next Generation technology will allow SMS texting to the 911 center as well as geo-spatial routing of 911 calls to maintain the City of High Point's high standard for public safety emergency call answering.

The City evaluated other systems and chose one that was best suited to meet the needs of the 911 Center. The North Carolina 911 Board has approved the selection recommended by the City.

BUDGET IMPACT:
The City of High Point will use NC State 911 Funds to lease the Vesta 911 Next Generation Phone System. 911 funds are provided to the City of High Point by the State of North Carolina 911 Board. The lease price of the equipment including installation and support is $673,707.88 The final price with financing is $776,640. The budgetary impact per year over the course of the lease is:

2015-2016 - $155,328
2016-2017 - $155,328
2017-2018 - $155,328
2018-2019 - $155,328
2019-2020 - $155,328

RECOMMENDATION / ACTION REQUESTED:
The Department of Information Technology Services requests the City Council approve the contract and authorize the appropriate City official to execute all necessary documents.

Wireless Communications inc.
Integrity • Experience • Innovation

October 24, 2014

Customer: City of High Point
Quote: Vesta 911 System

QTY	DESCRIPTION	TOTAL
1	Geo-Diverse Primary PSAP includes:	$ 169,771.87
	5 Years of Software Support	
10	Sentinel 9-1-1 Workstations	
10	22" Touchscreen Monitors	
10	24 Key keypads	
10	CDR License for ECaTS	
1	Geo-Diverse Backup PSAP includes:	$ 42,889.00
	5 Years of Software Support	
10	CommandPost Units	$ 171,462.50
1	Recommended Spare Parts	$ 7,053.04
1	Shipping	$ 2,586.02
1	Turn Key Installation	$ 45,867.45
1	Cassidian Engineering Support	$ 6,000.00
5	Call Taker and Administrator Training	$ 3,370.00
	Options	
	5 Years of 24x7 Remote Monitoring	$ 82,545.00
1	Interface for Intrado RFAI Network	$ 21,095.00
5	Wireless Communications 24x7 Maintenance	$ 121,068.00
	Total:	**$ 673,707.88**

(This is a turnkey quote for the E9-1-1 system including installation, training, warranty, software support and 24x7 maintenance for 5 years. A manufacturer approved NetClock is required for each PSAP)

CITY OF HIGH POINT
AGENDA ITEM

Title: Adoption of Policies for the 2015 URGENT REPAIR PROGRAM

From: Michael E. McNair, Director **Meeting Date:** July 20, 2015

Public Hearing: No **Advertising Date** N/A
Advertised By:

Attachments: Procurement and Disbursement Policy 2015 Urgent Repair Program
Assistance Policy Urgent Repair Program – 2015 Cycle

PURPOSE:
The City has been awarded $100,000.00 from the North Carolina Housing Finance Agency (NCHFA) to fund the Urgent Repair Program (URP) for the 2015-16 fiscal year; this is the second $100,000.00 URP grant awarded to the city. The NCHFA requires awardees to adopt a procurement policy and an assistance policy in order to receive the funds. The procurement policy outlines requirements that the City must adhere to when providing services utilizing URP funds. The assistance policy outlines eligibility requirements that the City must adhere to when screening and approving service recipients.

BACKGROUND:
Homeowners with household incomes less than or equal to 50% of the area median income may qualify for a grant through the URP if they are elderly, handicapped or disabled, a single parent, have a household of five or more, or have children in the household with elevated blood lead levels.

URP funds are used to correct housing conditions that threaten life or safety, such as failing septic systems, dangerous heating systems, or rotten floors. The program can also pay for ramps and other accessibility modifications that enable service recipients to continue living in their homes after an injury or illness, such as a stroke. In accordance with grant requirements, repairs costs are limited to $8,000.00 per unit.

Last fall, Council adopted a procurement policy and an assistance policy in order for the City to receive $100,000 for the 2014-15 Urgent Repair Program.

BUDGET IMPACT:
None. Funds have been appropriated in the 2015-16 budget.

RECOMMENDATION / ACTION REQUESTED:

The Community Development and Housing Department recommends approval of the two policies and that the appropriate City official and/or employee be authorized to execute all necessary documents.

City of High Point

Procurement and Disbursement Policy

2015 URGENT REPAIR PROGRAM

PROCUREMENT POLICY

1. To the maximum extent practical, the City of High Point (the City) promotes a fair, open and competitive procurement process as required under the North Carolina Housing Finance Agency's Urgent Repair Program (URP). Bids are invited from Contractors who are part of the City's approved contractor registry. (To be on the registry, a contractor must complete an application, have their recent work inspected, reviewed and approved by the Project Manager and submit proof of insurance.) Any contractor listed with and approved by the City and in good standing will receive automatic approval status on the contractor registry.

2. At least three eligible contractors on the City's approved contractor registry shall be invited to bid on each job and the lowest responsive and responsible bidder shall be selected for the contract. "Responsive and responsible" means (a) the contractor is deemed able to complete the work in a timely fashion, (b) that the bid is within 15% on the low end of the City's nominal amount or 15% on the high end of the City's nominal amount and that (c) there is no conflict of interest (real or apparent).

3. If the lowest bid is more than 15% below the project manager's estimate, the contractor shall have the option of withdrawing the bid. If the contractor wishes to maintain the bid, the project manager will analyze the bid with the contractor line item by line item to be certain the contractor properly understands the scope of work and the expected level of quality. If the contractor affirms to the project manager that he/she can and will satisfactorily meet the terms of the work write-up at the bid price, the bid shall be treated as valid. If not, the project manager shall negotiate a contract with the next lowest bidder.

4. Although bid packages may be bundled for multiple job sites, the bids for multiple job sites may be considered separate and apart when awarded and may be awarded to the lowest responsive and responsible bidder(s) for each job site.

5. Bid packages shall consist of an invitation to bid, work write up(s) and bid sheet(s) for each job.

6. Bids must include a cost-per-item breakdown with line item totals equaling the submitted bid price. Discrepancies must be reconciled prior to a contract being awarded.

7. Any change to the original scope of work must be reduced to writing in the form of a change order to be agreed upon and signed by all parties to the original contract and two representatives of the City. The change order must also detail any changes to the original contract price.

8. No work may begin prior to a contract being awarded and a written order to proceed provided to the contractor. In addition, a pre-construction conference and "walk thru" shall be held at the work site prior to commencement of repair work.

9. The City reserves the right to reject any or all bids at any time during the procurement process.

10. In the event of a true emergency situation, the City reserves the right to waive normal procurement procedures in favor of more expedient methods, which may include seeking telephone quotes, faxed bids and the like. The City of High Point will call the first three responsive contractors on the approved contractor's list who have indicated on their application a desire to be on the telephone call list. The City of High Point will track who has been called and responsive and will rotate through the list before starting through the rotation again. Should such methods ever become necessary, the transaction will be fully documented.

11. All sealed bids will be opened publicly at a time and place to be announced in the bid invitation. All bidders are welcome to attend.

12. The City of High Point is an equal opportunity employer, implements non-discriminatory practices in its procurement/disbursement and will make special outreach efforts to include M/WBE (Minority/Women Business Enterprise) businesses within its contractor and subcontractor pool.

DISBURSEMENT POLICY

1. All repair work must be inspected by (a) the City's Project Manager, and (b) the homeowner prior to any payments to contractors. If all work is deemed satisfactory and all other factors and written agreements are in order and copies of local inspection approval documents are submitted (when permits are required), payment shall be issued upon presentation of an original invoice from the contractor. Contractor should allow 21 business days for processing of the invoice for payment.

2. If any of the work is deemed unsatisfactory, it must be corrected prior to authorization of payment. If the contractor fails to correct the work to the satisfaction of the City's Project Manager, payment may be withheld until such time as the work is deemed satisfactory. (Contractors may follow the City's Urgent Repair Program Assistance Policy complaint process if a dispute occurs; however, contractors shall abide by the final decision as stated in the policy).

3. The City assures, through this policy, that adequate funds shall be available to pay the contractor for satisfactory work.

4. All contractors, sub-contractors and suppliers must sign a lien waiver prior to disbursement of funds.

The Procurement and Disbursement Policies are adopted this the _____ day of _____20___.

City of High Point

BY: _____

ATTEST: _____

CONTRACTORS STATEMENT:

I have read and understand the attached Procurement and Disbursement Policy.

BY: _____

COMPANY NAME: _____

WITNESS: _____

Assistance Policy
Urgent Repair Program – 2015 Cycle

What is the Urgent Repair Program? The City of High Point has been awarded $100,000 by the North Carolina Housing Finance Agency ("NCHFA") under the 2015 cycle of the Urgent Repair Program ("URP15"). The City shall contribute an additional $10,000 from General Funds that are allocated toward affordable housing on an annual basis to supplement URP15 project activities. This program provides funds to assist very-low and low-income households with special needs in addressing housing conditions which pose imminent threats to their life and/or safety or to provide accessibility modification and other repairs necessary to prevent displacement of very-low and low-income homeowners with special needs such as frail elderly and persons with disabilities. A total of 20 households are projected to be assisted under URP15.

This Assistance Policy describes who is eligible to apply for assistance under URP15, how applications for assistance will be received, what the form of assistance is and how the repair/modification process will be managed. The City has tried to design this URP15 project to be fair, open, and consistent with the City's approved application for funding and with NCHFA's URP Program Guidelines.

The funds provided by NCHFA come from the North Carolina Housing Trust Fund.

Eligibility: To be eligible for assistance under URP15 applicants must meet the following requirements.

1) Must reside within the City of High Point and own and occupy the home in need of repair.
2) Must have a household income which does not exceed 50% of the State median income for the household size (see income limits below).
3) Must have one or more fulltime household members with special needs (i.e., be elderly (≥ 62 years old), handicapped or disabled, a large family with ≥ 5 household members or a household with a child below the age of six with an elevated blood lead level (between 10 µg/dl and 19 µg/dl).
4) Must have urgent repair needs, which cannot be met through other state or federally-funded housing assistance programs.

URP Income Limits (Statewide)*

Number in Household	*30% of Median Income (very low income)*	*50% of Median Income (low income)*
1	$12,150	$20,250
2	$13,900	$23,150
3	$15,650	$26,050
4	$17,350	$28,950
5	$18,750	$31,250
6	$20,150	$33,600
7	$21,550	$35,900
8	$22,950	$38,200

**Income limits are subject to change based on annually published HUD HOME Limits.*

Selection of applicants: The City shall select recipients on a first-come, first-served based on applications received from eligible applicants. NOTE: For a true emergency situation (e.g., tree falls on roof, sewer backup, etc.), the application and eligibility assessment shall be expedited and work shall begin as soon as feasibly possible (see Item #10 of Procurement Policy for more information).

The NCHFA Program guidelines require that a minimum of 50% of the households assisted must have incomes which are less than 30% of the area median income for the household size, and no household with an income exceeding 50% of the area median income will be eligible. This guideline will be adhered to strictly and will be a key factor in selection of those households served under the grant.

Recipients of assistance under the URP15 will be chosen by the above criteria without regard to race, creed, sex, color, or national origin.

The definitions of special needs' population under the URP15 are as follows:

- Elderly: An individual aged 62 or older.
- Disabled: A person who has a physical, mental or development disability that greatly limits one or more major life activities, has a record of such impairment, or is regarded as having such an impairment.
- Large Family: A large family household is composed of five or more individuals, with at least four being immediate family members.
- Head of Household: The person or persons who own(s) the house.
- Household Member: Any individual who is an occupant (defined below) of the unit to be rehabilitated shall be considered a "household member" (the number of household members will be used to determine household size and all household members are subject to income verification).
- Occupant: An occupant is defined as any immediate family member (mother, father, spouse, son/daughter of the head of the household, regardless of the time of

occupancy); or non-immediate family member who has resided in the dwelling at least three month prior to the submission of the family's application.

- Child with elevated blood lead level: A child below the age of six with an elevated blood lead level between 10 µg/dl and 19 µg/dl.
- Emergency: A situation where a household member has an immediate threat of being evicted or removed from a home due to health or safety issues within a time frame that the program can complete a repair to stop eviction or removal.

To complement the City's marketing infrastructure (e.g., the City's website – www.highpointnc.gov), the City shall utilize its referral relationships to identify applicants, including the following organizations:

- City of High Point Customer Service Department – relief for utility payments
- Housing Consultants Group – MPP, budgeting, homeownership counseling
- Guilford County Public Health Department – children tested for lead-based paint
- NC World Relief – unique needs of immigrant/refugee populations
- Piedmont Triad Regional Council (Weatherization Program) – eligible program rehabilitations
- United Way of Greater High Point – variety of services

What is the form of assistance under URP15? The City will provide assistance to homeowners, whose homes are selected for repair/modification in the form of a loan. Homeowners will receive an unsecured deferred, interest-free loan, forgiven at a rate of $1,000 per year, until the principal balance is reduced to zero.

What is the amount of the loan? The amount of the loan will depend on the scope of work necessary to address the identified imminent threats to life and/or safety, and that will be determined by the City's rehabilitation specialist. There is no minimum to the amount of the loan; however, the maximum life-time limit according to the guidelines of the City's program is $8,000.

What kinds of work will be done? Only repairs that alleviate housing conditions which pose an imminent threat to the life and/or safety of occupants of the dwelling unit or accessibility modifications will be performed under the City's URP. It should be noted that all deficiencies in a home may not be rectified with the available funds.

All work that is completed under URP15 must meet or exceed NC State Residential Building Code standards and be done in compliance with all state or local permitting, inspections, licensing and insurance requirements.

Who will do the work on the homes? The City is obligated under URP15 to ensure that quality work is done at reasonable prices and that all work is contracted through a fair, open and competitive process. To meet those very difficult requirements, the City will invite bids only from contractors who are part of an approved contractors' list.

The City has an existing approved contractors' list for its existing rehabilitation programs. If other contractors wish to apply they are welcome to do so through the following process:

1) Fill out a contractor's questionnaire form which includes references, financial information, and recent jobs completed (contact: Ed Brown @ 336-883-8522).
2) Provide appropriate documentation, including licenses and liability insurance.

The City of High Point is an equal opportunity employer, implements non-discriminatory practices in its procurement/disbursement and will make special outreach efforts to include M/WBE (Minority/Women Business Enterprise) businesses within its contractor and subcontractor pool. For additional information about the approved contractor registry and other contractor procurement information, please refer to Exhibit A: Procurement and Disbursement Policy, attached.

What are the steps in the process, from application to completion? Now that you have the information about how to qualify for the City of High Point's URP15, what work can be done, and who will do it, let's go through all the major steps in the process:

1) **Completing an Application form:** Homeowners who wish to apply for assistance should contact April Jones, Office Support, at (336) 883-3349 or visit the City's website at www.highpointnc.gov/cd. Proof of ownership and income will be required. Those who have applied for housing assistance from the City in the past will not automatically be reconsidered. A new application will need to be submitted.

2) **Preliminary inspection:** The City's Project Manager will visit the homes of applicants to determine the need and feasibility of repairs/modifications.

3) **Screening of applicants:** Household income will be verified for program purposes only (information will be kept confidential). Ownership of property will be verified along with other factors.

4) **Applicant interviews:** Approved applicants will be provided detailed information on assistance, program repair/modification standards and the contracting procedures associated with their project at this informational interview.

5) **Work write-up:** The City's Project Manager will visit the home again for a more thorough inspection. All parts of the home must be made accessible for inspection, including the

attic and crawlspace, if any. The owner should report any known problems such as electrical short circuits, blinking lights, roof leaks and the like. The Project Manager will prepare complete and detailed work specifications (known as the "work write-up"). The Project Manager shall review the work write-up with the homeowner and obtain written acceptance of the work write-up from the homeowner. A final cost estimate will also be prepared by the Project Manager and held in confidence until bidding is completed.

6) **Bidding:** The work write-up and bid documents will be sent to a minimum of three contractors on the Approved Contractors' Registry who will be given one week in which to inspect the property and prepare bid proposals. Each will need access to those areas of the house, in which work is to be performed, in order to prepare a bid. Bids will be opened in the City's Purchasing Department.

7) **Contractor selection:** Within 24 hours of the bid opening, after review of bid breakdowns and timing factors, the winning bidder will be selected. All bidders and the homeowner will be notified of (1) the selection, (2) the amount, (3) the amount of the City's cost estimate, and (4) if other than the lowest bidder is selected, of the specific reasons for the selection. If the lowest bid is more than 15% below the project manager's estimate, the contractor shall have the option of withdrawing the bid. If the contractor wishes to maintain the bid, the project manager will analyze the bid with the contractor line item by line item to be certain the contractor properly understands the scope of work and the expected level of quality. If the contractor affirms to the project manager that he/she can and will satisfactorily meet the terms of the work write-up at the bid price, the bid shall be treated as valid. If not, the project manager shall negotiate a contract with the next lowest bidder.

8) **Execution of loan and contract:** The loan will be executed as well as the repair/modification contract. This contract will be between the contractor and the homeowner, with the City serving as the homeowner's agent. The total loan amount will never exceed $8,000 for project hard costs.

9) **Pre-construction conference:** A pre-construction conference will be held at the home. At this time, the homeowner, contractor and program representatives will discuss the details of the work to be done. Starting and ending dates will be agreed upon, along with any special arrangements such as weekend or evening work hours and disposition of items to be removed from the home (such as old plumbing, etc.). Within 24 hours of the pre-construction conference, the City will issue a "proceed order" formally instructing the contractor to commence by the agreed-upon date. NOTE: A "proceed order" will not be issued until the contract between the contractor and the homeowner has been executed.

10) **Construction:** The contractor will be responsible for obtaining any required building permits for the project before beginning work. The permit must be posted at the house during the entire period of construction. Program staff will closely monitor the contractor during the construction period to make sure that the work is being done

according to the work write-up (which is made a part of the rehabilitation contract by reference) and in a timely fashion. Code Enforcement Officers will inspect new work for compliance with the State Building Code as required by the guidelines of URP15. The homeowner will be responsible for working with the contractor toward protecting personal property by clearing work areas as much as practicable.

11) **Change Orders:** All changes to the scope of work must be reduced to writing as a contract amendment ("change order") and approved by all parties to the contract: the owner, the contractor, the Project Manager and the City's Community Development and Housing Director (or his designee). If the changes require an adjustment in the loan amount, a loan modification stating these changes in the contract amount must be completed by the City, and executed by the owner.

12) **Payments to contractor:** The contractor will be paid following the inspection and satisfactory completion of all items on the work write-up, as well as, the receipt by the City, of the contractor's invoice and a release of liens, signed by all sub-contractors employed on the job and by all material suppliers from whom materials for the job were purchased.

13) **Post-construction conference:** Following construction the contractor and the Project Manager will sit down with the homeowner one last time. At this conference the contractor will hand over all owner's manuals and warranties on equipment. The contractor and Project Manager will go over operating and maintenance requirements for any new equipment installed and discuss general maintenance of the home with the homeowner. The homeowner will have the opportunity to ask any final questions about the work.

14) **Closeout:** Once each item outlined in section 13 has been satisfied and the homeowner has signed a Certificate of Satisfaction, the job will be closed out.

What are the key dates? If, after reading this document, you feel that you qualify for this program and wish to apply, please keep the following dates in mind:

- Applications shall be available to the public starting on the date the NCHFA URP15 Funding Agreement is executed. It is anticipated that the execution of the Funding Agreement will occur on or before October 1, 2015.
- Resources for this program shall be available through November 30, 2016 or when resources have been spent, whichever occurs first.

How do I request an application? Please contact:

April Jones, Office Support
City of High Point, Community Development and Housing Department
211 S. Hamilton Street, Room 312
High Point, NC 27260
336-883-3349 OR april.jones@highpointnc.gov

Is there a procedure for dealing with complaints, disputes and appeals? Although the application process and repair/modification guidelines are meant to be as fair as possible, the City of High Point realizes that there is still a chance that some applicants or participants may feel that they are not treated fairly. The following procedures are designed to provide an avenue for resolution of complaints and appeals.

During the application process:

1) If an applicant feels that his/her application was not fairly reviewed and would like to appeal the decision made about it, he/she should contact Housing Specialist, Toni Jackson, within five days of the initial decision and voice their concern. If the applicant remains dissatisfied with the decision, the detailed complaint should be put into writing.
2) A written appeal must be made within 10 business days of the initial decision on an application.
3) The City of High Point will respond in writing to any complaints or appeals within 10 business days of receiving written comments.

During the repair/modification process:

1) If the homeowner feels that repairs or modifications are not being completed according to the contract, he/she must inform the contractor and the Project Manager.
2) The Project Manager will inspect the work in question. If he finds that the work is not being completed according to contract, the Project Manager will review the contract with the contractor and ask the contractor to remedy the problem.
3) If problems persist, a mediation conference between the homeowner and the contractor may be convened by the Project Manager and facilitated by the City's Community Development and Housing Director ("Director") or his designee.
4) Should the mediation conference fail to resolve the dispute, the Director will render a written final decision.
5) If the Project Manager finds that the work is being completed according to contract, the complaint will be noted and the Project Manager and the homeowner will discuss the concern and the reason for the Project Manager's decision.

Will the personal information provided remain confidential? Yes. All information in applicant files will remain confidential. Access to the information will be provided only to City employees who are directly involved in the program, the North Carolina Housing Finance Agency and auditors.

What about conflicts of interest? No officer, employee or other public official of the City, or member of the City Council, or entity contracting with the city, who exercises any functions or responsibilities with respect to URP15 shall have any interest, direct or indirect, in any contract or subcontract for work to be performed with program funding, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. Relatives of City employees, Council Members and others closely identified with the City, may be approved for rehabilitation assistance only upon public disclosure before the City's Community Development and Housing Director and written permission from NCHFA.

What is the marketing and referral process of the program? The City will market the program through its own website, develop a press release, publish in the local newspaper and through other partners, including United Way, Latino Family Center and other local non-profits and agencies.

Who can I contact about URP15? Any questions regarding any part of this application or program should be addressed to:

Richard C. Fuqua
Affordable Housing Manager, CD&H Department
211 S. Hamilton St., Rm. 312
High Point, NC 27260
336-883-3349
richard.fuqua@highpointnc.gov

This Assistance Policy is adopted this _____day of _____2015.

Mayor Bill Bencini _____

******TO BE PLACED IN PROJECT FILE******

Acknowledgement of Receipt

I acknowledge receipt of a copy of the URP15 Assistance Policy and was provided the opportunity to review the document with City staff.

_____

Owner Date

CITY OF HIGH POINT
AGENDA ITEM

Title: Guilford Workforce Development Consortium Agreement/Resolution

From: Randy McCaslin, Deputy City Manager

Meeting Date: July 20, 2015

Advertising Date: N/A

Public Hearing: N/A

Attachments: Executive Summary -Greensboro/High Point/Guilford County Local Area Plan – Program Year 2015-2016
Resolution/Consortium Agreement

PURPOSE:
The contiguous units of local government, Greensboro/High Point/Guilford County, agree to establish a consortium to act jointly as a local Workforce Development Area under the Workforce Innovation and Opportunity Act (WIOA), Public Law 113-128 as enacted July 22, 2014. This consortium shall be known as the Guilford Workforce Development Consortium.

BACKGROUND:
Program Year 2015 marks the first year of the Workforce Innovation and Opportunity Act (WIOA), the federal workforce legislation that replaces the Workforce Investment Act. WIOA requires each workforce development board to develop and submit a comprehensive four-year plan to the state, in partnership with the local chief elected official. The WIOA four-year plan will be effective beginning a year from now for the time period July 1, 2016 - June 30, 2020. To facilitate a seamless transition, the Division of Workforce Solutions has asked for a one-year local and regional plan to be reviewed and approved for Program Year 2015 (July 1, 2015 -June 30, 2016).

BUDGET IMPACT:
N/A

RECOMMENDATION/ACTION REQUESTED:
Adoption of Resolution authorizing execution of the Guilford Workforce Development Consortium Agreement and that the appropriate City official be authorized to execute all necessary documents.

CITY OF HIGH POINT
AGENDA ITEM

Title: **Street Abandonment Case 15-06**
(City of High Point Technical Review Committee)

From: Lee Burnette, Planning & Development Director

Meeting Date: July 20, 2015

Public Hearing: Yes

Advertising Date: June 26, 2015 and July 3, 10, & 17, 2015

Advertised By: Planning & Development

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

PURPOSE:
A request to abandon an unimproved right-of-way lying north of Tank Avenue.

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

BUDGET IMPACT:
There is no budget impact.

RECOMMENDATION / ACTION REQUESTED:

A. On June 23, 2015, a public hearing was held before the Planning and Zoning Commission regarding Street Abandonment Case 15-06. The Planning & Zoning Commission recommended ***approval*** of Street Abandonment Case 15-06 by a vote of 8-0.

B. Staff recommends ***approval*** of Street Abandonment Case 15-06 as outlined in the attached staff report.

PLANNING AND ZONING COMMISSION RECOMMENDATION

City of High Point **Street Abandonment Case 15-06**

At its June 23, 2015 public hearing, the Planning and Zoning Commission reviewed Street Abandonment Case 15-06. All members of the Commission were present except for Ms. Marie Stone. Mr. Herbert Shannon, Senior Planner, presented the case and recommended approval of the request as outlined in the staff report.

No one spoke in favor or in opposition of Street Abandonment Case 15-06.

The Planning & Zoning Commission recommended approval of Street Abandonment Case 15-06, as recommended by staff, by a vote of 8-0.

CITY OF HIGH POINT
PLANNING AND DEVELOPMENT DEPARTMENT

STAFF REPORT
STREET ABANDONMENT CASE 15-06
June 23, 2015

Request	
Applicant: City of High Point Technical Review Committee	**Proposal:** To abandon an unimproved right-of-way lying north of Tank Avenue.

Adjacent Streets		
Name:	**Classification:**	**Right-of-Way and Pavement Width:**
Tank Avenue	Local street	18-foot wide right-of-way; 12-foot wide gravel cartway
Tank Court	Local street	30-foot wide right-of-way; 15-foot wide ribbon paved street

Adjacent Property Zoning and Current Land Use		
North	Heavy Industrial (HI) District	Industrial Use
East	Heavy Industrial (HI) District	Single family dwelling
South	Heavy Industrial (HI) District	Tank Court right-of-way
West	Heavy Industrial (HI) District	Vacant single family home

Analysis

The City of High Point Technical Review Committee (TRC) is requesting to abandon the northern portion of the Tank Court right-of-way, lying north of Tank Avenue. This right-of-way is unimproved and has a width of approximately 15 feet and a length of 50 feet. When initially recorded in 1940, on a map entitled "Property of Pickett Cotton Mill", this right-of-way had a width of 30 feet. Half of this right-of-way was previously abandoned.

This block was initially a residential neighborhood, which mostly likely housed workers of the former mill facility to the north. The mill now houses an industrial use and has existing driveway access points to Redding Street and Tryon Avenue. This area is zoned for light industrial uses and the former residential neighborhood is disappearing as most of the residential dwellings, constructed between 1930 – 1950, have been razed or are vacant. There are no dwellings that abut the right-of-way to be abandoned. The abutting parcel to the east has frontage on and access to Tank Avenue. The parcel to the west is undeveloped and has historically taken access via a driveway from Tank Avenue that ran along the southern boundary of this parcel. This proposed abandonment will not impact the ability to continue to use the former driveway, if desired.

Abandonment of the public's interest in this right-of-way will not deprive any owner of access to their property. Early notices to obtain input from abutting property owners were mailed out May 18, 2015. In addition, a regular mail notice for the public hearing to abutting property owners

was sent, a notice was placed in the High Point Enterprise and public hearing signs were posted at the ROW to be abandoned per requirements. To date, staff has received no objections from the abutting property owners.

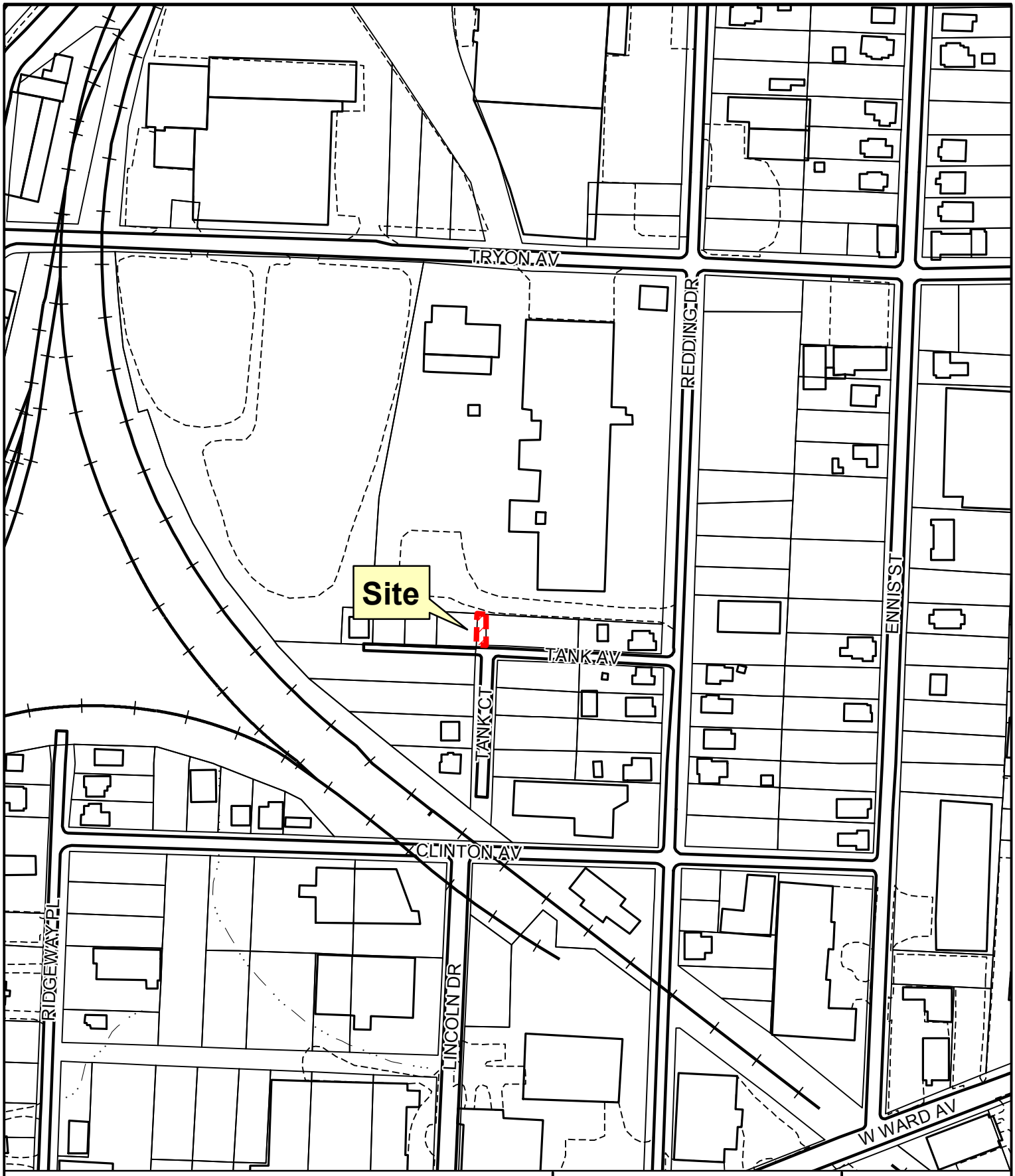
Findings & Recommendations

The Technical Review Committee (TRC) reviewed this request on March 11, 2015 and identified no concerns related to the abandonment of this right-of-way.

This abandonment of the public's interest and conveyance of the right-of-way to the abutting property owners, as provided by state statutes, is found not to be contrary to the public's interest and is found not to deprive owners in the vicinity of the right-of-way reasonable means of ingress and egress to their property. The Planning and Development Department recommends approval of the request to abandon this right-of-way.

Report Preparation

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



STREET ABANDONMENT REQUEST SA15-06

Applicant: City of High Point

Area: 750 sq. ft.

Location of requested street abandonment

Previously abandoned right-of-ways

Planning & Development Department

City of High Point

Date: June 23, 2015

N

Scale: 1"=200'

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Attachments: Photographs (June 2015) and Aerial (February, 2014)

Looking north of Tank Court towards ROW to be abandon

Looking west along Tank Avenue towards ROW to be abandon

View of Tank Avenue from Redding Drive

STREET ABANDONMENT REQUEST SA15-06

Applicant: City of High Point
Area: 750 sq. ft.

Location of requested street abandonment

Planning & Development Department

City of High Point

Date: June 23, 2015

N

Scale: 1"=200'

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

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HIGH POINT, IN A REGULAR MEETING ASSEMBLED ON THE 15th DAY OF JUNE, 2015 AT 5:30 P.M. IN THE COUNCIL CHAMBERS OF THE MUNICIPAL BUILDING, HIGH POINT, NORTH CAROLINA:

Street Abandonment (Closure) Case 15-06
(portion of Tank Court)

WHEREAS, The City of High Point Technical Review Committee has petitioned the City Council of the City of High Point to permanently abandon (close) that portion of the Tank Court right-of-way lying north of Tank Avenue. This right-of-way is more specifically described as follows:

Beginning at the existing southeastern property corner of lot #18 (also known as Guilford County Tax Parcel 0172383) as recorded in (**PB 11 PG 78)** in the Office of the Register of Deeds of Guilford County, North Carolina; thence northerly along the western right-of-way line of the unopened portion of Tank Court, said line also being the eastern property line of lot #18 to the existing northeastern property corner; thence in an easterly direction across the unopened portion of Tank Court to the existing northwestern property corner of lot #28 (also known as Guilford County Tax Parcel 0172378); thence southerly along the eastern right-of-way line of the unopened portion of Tank Court, said line also being the western property line of lot #28 to the southwestern property corner of lot #28; thence in a westerly direction across the unopened portion of Tank Court to the point and place of beginning.

WHEREAS, the petition has been duly filed with this Council in a Regular meeting assembled on the 15th day of June, 2015, at 5:30 p.m. setting the 20h day of July, 2015 at 5:30 p.m., in the Council Chambers of the Municipal Building, as the time and place for a public hearing before said Council on said petition, and public notice of said time and place was ordered given, all pursuant to North Carolina G.S. 160A-299; and

WHEREAS, due and proper notice of said hearing to be heard on the petition at this meeting of City Council was made by publication in the High Point Enterprise for four (4) consecutive weeks, beginning June 26, 2015 and July 3, 10 & 17, 2015; and,

WHEREAS, the above entitled matter, pursuant to said resolution and notice was called for hearing before said Council at which time there was no objection or opposition offered on the part of any firm or corporation to abandon (closure) of that portion of the Tank Court right-of-way, as previously described above; and

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

NOW THEREFORE BE IT RESOLVED:

1. That portion of the Tank Court right-of-way, as described above, be closed pursuant to North Carolina G.S. 160A-299; and
2. That a copy of this resolution be filed in the Office of the Register of Deeds for Guilford County, North Carolina.

By order of the City Council,
this the 20th day of July, 2015
Lisa B. Vierling, City Clerk

PROSPERITY AND LIVABILITY COMMITTEE
Chaired by Council Member Ewing
June 3, 2015 – 9:00 a.m.
City Council Chambers

Present:
Committee Chair Jason Ewing and Committee Members Latimer Alexander, Alyce Hill and Jay Wagner

Also Present:
Council Member Cynthia Davis

Staff Present:
Greg Demko, City Manager; Randy McCaslin, Deputy City Manager; Jeron Hollis, Communications Officer; Nina McNeilly, Webmaster; Eric Olmedo, Budget and Performance Manager; Mike McNair, Director of Community Development; Mark McDonald, Transportation Director; Melanie Bruton, MRF Superintendent on Special Assignment; Wendy Fuscoe, Core City Administrator; Loren Hill, President, High Point Economic Development Corporation; JoAnne Carlyle, City Attorney; Lisa Vierling, City Clerk; Tom Vincent, Deputy City Clerk.

Others Present:
Peter Freeman and John Kennett, Freeman Kennett Architects; Greg Suires, Hi Toms President; Richard Wood, City Project; David Covington, City Project; Tim Mabe, President & CEO HPCVB; Bruce Davis, Vice-Chairman HPCVB; Patricia and Michael Bellocchio, Gloria Halstead, Ross Lackey, David Rosen, Citizens.

Media Present:
Pat Kimbrough – *High Point Enterprise*

Discussion on possible Downtown Baseball Park
Peter Freeman, of Freeman Kinnett Architects, presented plans and diagrams of a proposed baseball stadium for downtown High Point. Mr. Freeman stated there are many assets in the Core City and the proposed baseball stadium would pull these assets and the adjacent neighborhoods together. He gave statistics and demographic information about people who visit downtown High Point. Plans for the proposed baseball stadium would be close to Washington Street, downtown and High Point University (HPU) and most importantly there is a local baseball team. He added that the stadium would seat 2500 – 3500 people and host events in addition to baseball such as soccer and lacrosse. Mr. Freeman said the proposed stadium presents a gateway plaza into High Point as it would be bounded by Martin Luther King Jr. Drive (Kivett), Steele Street, Richardson Street and N. Centennial Street and pointed out the accessibility of the stadium site. Retail and other businesses planned for the first level of the stadium would activate Centennial Street by providing multi-use in the area.

Greg Suires, Hi Toms President, said the team has been servicing High Point since 1935. The Hi Toms were approached the by the High Point Convention and Visitors Bureau about the proposed downtown High Point stadium. Mr. Suires shared some of the successes of other downtown baseball parks in other municipalities. He added the organization has come up with programming that lasts from February to late October and would be bringing a proven calendar of events to High Point. Mr. Suires said in addition to Hi Toms games, they host colleges from northern states and high school games in the fall.

Committee Chair Ewing said it was a great concept and thanked Mr. Suires for presenting.

Committee Member Alexander asked if Finch Field was owned by Thomasville Parks and what Thomasville contributed to the field. Mr. Suires said they had a fifteen-year relationship with the City of Thomasville and the city owns Finch Field 100%. He added that Finch Field will remain in the Hi Toms program. Mr. Suires said the stadium in High Point would allow them diversify their operations.

Committee Ewing moved to request Staff and the CVB Task Force to come back to the July Prosperity & Livability Committee Meeting with some possible funding options and what some ownership models might look like moving forward. Committee Member Wagner made a second. The motion carried by a 4 – 0 unanimous vote.

<u>July Committee Meeting</u> (Change in Date)

Committee Chair Ewing moved to reschedule the July 1st Prosperity and Livability Committee Meeting to July 15th at 9:00 a.m. Committee Member Hill made a second. The motion carried by a 4 – 0 unanimous vote.

<u>Review of City's Traffic Calming Policy</u>

Mark McDonald, Director of Transportation, distributed copies of the city's traffic calming policy to Committee Members. He shared a flow chart of how the current traffic calming policy works. The policy is not applied very often and added that it is citizen-driven and requires citizens to submit a request. Mr. McDonald said he was asked to bring this to the Committee and to discuss if any changes needed to be made or look at a different process and how we need to look at traffic calming consistently and fairly as a City going forward. Deputy City Manager Randy McCaslin advised that the traffic calming policy was adopted by a previous Council about 3-4 years ago.

Committee Members Hill and Wagner asked for clarification regarding the "minimum criteria" mentioned in the policy. Mr. McDonald read the minimum requirements. Committee Member Alexander noted leading up to the 2004 bond package, the City was looking at various intersections and how to mitigate accidents there and noted he had not seen anything in a while to indicate if there were intersections with high concentrations of accidents. Mr. McDonald said the City is participating in a statewide program that is sponsored by Federal Highways and the North Carolina Department of Transportation (NCDOT) that is evaluating local street intersections to assess where the City can implement low cost improvements. He said as far as major intersections there are some intersections that need some operational improvements, but

there are no significant crash-driven issues at major intersections. Committee Chair Ewing reported that staff is going to look at other cities and see what their traffic calming policies are. Mr. Ewing said a number of cases have been brought to the Committee's attention: between Rotary and Johnson and off of James and wanted to know if Mr. McDonald would have enough information to bring back to the Committee in July to recommend a revised Traffic Calming Policy. Mr. McDonald said they would not have it ready in July, but it would possibly be ready in August.

Committee Member Alyce Hill asked, in reference to the specific items before them on Monday night, if the Committee could get some information about costs of different options so that they could get them on the July Council calendar. For example the four-way stop at Farriss versus the cost of speed tables versus the costs of traffic circles. Mr. McDonald said he could give the Committee some rough numbers now, but staff could also do some research. He said the four-way stop was very low cost and said the City of Raleigh reported they were spending $2,500 to $3,000 per hump. Mr. McDonald said traffic circles or roundabouts cost about $15,000 for two. He shared some diagrams of a traffic circle for Rotary and Farris. Committee Member Wagner asked if humps and tables were suited for Rotary. Mr. McDonald suggested not putting them there because of the downgrade coming from Lexington. There was some discussion about combinations of speed humps and traffic signs and their effectiveness at slowing traffic.

Committee Chair Ewing asked staff to bring recommendations back to the Committee in August for possible revisions to the traffic calming policy, and come up with some different thoughts/ideas on Johnson/Rotary Street including cost estimates for consideration at the July meeting. Committee Member Wagner asked if Mr. McDonald had a chance to think about Johnson Street at all. Mr. McDonald said they had been doing a number of things over a period of time on Johnson Street to try and improve things including pavement marking, upgrading signs and additional signs and the problem continues. He showed a diagram of crashes at Johnson and Farriss. There was a discussion on different methods of cutting down on the accidents at that intersection including flashing lights, LED lights and louvers.

Committee Chair Ewing asked for staff to come back with options for vertical solutions for slowing down traffic on Johnson Street to be considered at the July 15th Prosperity & Livability Committee. He noted there was a multitude of options and asked staff to consult with people living in the neighborhood.

Update on Complete Streets Program

Mark McDonald, Director of Transportation, noted the Committee asked that a committee be formed to look at a Complete Streets Policy. Mr. McDonald advised that he and Core City Administrator Wendy Fuscoe worked on a guidance policy that addressed a commitment to moving forward with Complete Streets. He reported they formed a committee and met on May 14th and will be meeting again on June 11th. Mr. McDonald said they will develop a policy document to bring to the Prosperity and Livability Committee for consideration.

Update on One-Way to Two-Way Streets

Mark McDonald, Director of Transportation, noted the Prosperity & Livability Committee directed staff to find out what other cities have seen as benefits of converting one-way streets to two-way. He distributed a handout with results of questions asked of other cities about this topic. Mr. McDonald noted that all cities indicated that the street conversions were part of a larger redevelopment effort and said he thought that was a key part of this. Committee Chair Ewing pointed out there was not much consistency in the other answers. Committee Member Wagner said one-way streets were not good for business, but were good for moving cars. Committee Member Alexander pointed out the Core City has changed and when it was more industrial things needed to moved quickly through downtown.

Committee Chair Ewing agreed the information was good and it depended now, from a development standpoint, if the City wants to target an area to do something else and make the street conversions part of a larger development plan. He advised Council would keep this information until staff is ready to do something more with it.

Discussion on City Communication Efforts

Jeron Hollis, Communications Officer, reported that the Committee had requested him to look at some options for video recording City Council meetings. He explained this was a preliminary conversation to get some talking points and emphasized that no vendors have yet been contacted. Mr. Hollis advised that there may be grants available and often a condition of the grant was that the broadcast include a certain percentage of original video content. Mr. Hollis briefed the Committee on the City's current equipment and broadcast capabilities. Committee Chair Ewing asked if the City's current cable station and equipment had the capability to plug in as much video content as the City wanted to run. Mr. Hollis replied that the City has the ability to run the video on the channel; the question is how the City would capture, produce and edit that video. He noted there are additional methods of distribution such as running video on the City's website and websites like YouTube.

Mr. Hollis pointed out if the City wanted to video record Council Meetings, the lighting would have to be improved and cameras and microphones would need to be purchased. He also noted the need for dedicated studio space and trained staff. Mr. Hollis felt if the City starts recording Council Meetings, citizens would have the expectation that it would continue. He stressed that more research would need to be done about grant requirements and someone would need to come up with some cost estimates. Mr. Hollis shared that the proposed budget does have an additional communications officer position and if this position is funded, he would like someone with video production skills.

The Committee discussed methods of paying for improvements to the Council Chambers. Council Member Cynthia Davis said the budget could always be amended and noted citizens have been very vocal about being able to see what is happening at City Hall and want the meetings televised. Committee Member Alexander said the necessary improvements could cost up to $1 million over the next couple years. Committee Member Wagner asked why the City couldn't put up a couple of cameras and stream the Council meetings to the website. Mr. Hollis said the quality would be so poor it would not be a good representation of the City. Council Member Cynthia Davis asked if bond funds could be used for upgrading the Council Chambers.

Deputy City Manager Randy McCaslin said 2/3 bond funds could be used. City Manager Greg Demko said a new City Hall may be needed in the future and Council should consider how much money they wanted to invest in the current one.

Mr. Ewing said the consensus appeared to be for hearing more information on the cost of bringing the Council Chambers up to the standard where quality audio and video could be produced.

There being no further business to discuss, the meeting adjourned at 10:55 a.m. upon motion duly made and seconded.

Respectfully Submitted,

_____
Jason Ewing, Chairman

Attest:

_____
Lisa B. Vierling, MMC
City Clerk

CITY OF HIGH POINT
AGENDA ITEM

Title: Motorola P25 Migration Upgrade Project

From: Steve Lingerfelt, Director of Information Technology Services

Public Hearing: No

Attachments: Motorola Proposal Letter

Meeting Date: July 20, 2015

Advertising Date / Advertised By: N/A

PURPOSE:
Information Technology Services is recommending the City of High Point complete the upgrade of the current 4.1 radio system to a 7.X P25 radio system.

BACKGROUND:
The lifecycle of public safety communications technology is about 10 years. The previous radio system upgrade (which included the construction of 2 new radio towers) was started in Spring 2004. The current 4.1 radio system will no longer be supported by Motorola after December 2016. The planned and systematic upgrade project began two years ago with the joint purchase of a system switch with Greensboro\Guilford County. This final phase of the project will replace all of the base stations, ancillary equipment, and telecommunications software at the three radio tower sites owned by the City of High Point. Completion of this upgrade project greatly enhances the ability of High Point's Public Safety disciplines to interoperate with other agencies in times of regional disasters. As other surrounding agencies anticipate partnering with our upgraded regional network, we will continue to expand our communications reach and anticipate further cost savings.

BUDGET IMPACT:
The City of High Point will use budgeted funds in the FY 2015-16 Capital Improvement budget to purchase the radio system upgrade from Motorola Solutions, Inc. The total cost of the system upgrade is $3,242,507. A ten (10) year payment plan will be presented for City Council's approval within the next ninety (90) days once approved by the Local Government Commission.

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

MOTOROLA

Motorola Solutions, Inc.
1700 Belle Meade Court
Lawrenceville, GA 30043

March 6, 2015

Steve Lingerfelt
Director, Department of Communications
and Information Services
211 S. Hamilton Street
High Point, NC 27161

RE: P25 Migration

Dear Steve,

Motorola Solutions, Inc ("Motorola") is pleased to present its proposal to upgrade your current 3 site, 12 channel simulcast 800 MHz network to ASTRO P25. The upgrade will provide the City of High Point an updated standards based network that will enhance interoperability and improve safety and performance for first responders and the citizens of High Point.

Our proposal offers a turnkey package including equipment, installation and program management tailored to the city of High Point. Motorola's proposal is conditioned upon your acceptance of the terms and conditions contained in this proposal or a negotiated version thereof.

Thank you for the opportunity to present this proposal. As a long term partner with the City of High Point we are looking forward to implementing this project.

If you have any questions about this package, please contact Scott Hurt 919 663-2823.

Sincerely,

MOTOROLA SOLUTIONS, INC.

Robert Marshall, Jr.
MSSI Vice President & Director, Sales
North America & Commercial Markets

CITY OF HIGH POINT
AGENDA ITEM

Title: High Point Theatre/International Market Center - HVAC Lease Amendment

From: David Briggs, Director HP Theatre

Meeting Date: July 20, 2015

Public Hearing: N/A

Advertising Date / Advertised By:

Attachments: HPT/IMC Lease Amendment for HVAC

PURPOSE:
To standardize the HVAC expenses for the theatre to allow for a consistent budgeting for HVAC service and preventative maintenance.

BACKGROUND:
The High Point Theatre receives HVAC service from IMC. Historically the payout to IMC, and its predecessors, was based on a formula that only IMC understood for billing the theatre for this service. The invoices ranged from $15,000 - $6,000. As a way of controlling the budget process for this service, the Director of the Theatre looked at a 5 year average of expenses for HVAC and developed, along with IMC, a plan to standardize the expense. The lease amendment below concerns this arrangement.

The original lease between the City of High Point ("Lessor") and the Southern Furniture Exposition Building, Inc. ("Lessee") was entered into on June 1st, 1973. That agreement was amended on February 21st, 1974. Neither the original lease nor the first amendment established a set yearly rate for utility payments that the City would be responsible for as the pro rata share for the High Point Theatre area of the building.

This third amendment to the original lease will provide for a set monthly payment share by the High Point Theatre to be paid to IHFC Properties, LLC, whose predecessor in the property interest was the original Lessor, Southern Furniture Exposition Building, Inc. The remaining terms of the lease shall remain as set forth in the original agreement and previous amendments.

BUDGET IMPACT:
Allows the theatre to set a budget for HVAC usage at $7,200 per month $86,400 per year.

RECOMMENDATION / ACTION REQUESTED:
The High Point Theatre requests that Council approval of the third amendment to the original lease between High Point Theatre and International Market Centers for the period of July 15, 2015 – June 30, 2016; and authorize the appropriate City Official to execute the necessary documents.

Read/Reviewed
Approved
SC 06/22/15

THIRD AMENDMENT TO LEASE

THIS THIRD AMENDMENT TO LEASE ("Agreement") made and entered into effective as of July 1, 2015 (the "Effective Date") by and between the City of High Point, ("Lessor"), and IHFC Properties, LLC, a Delaware limited liability company ("Lessee").

B A C K G R O U N D

WHEREAS, Lessor and Lessee's predecessor-in-interest, Southern Furniture Exposition Building, Inc., a North Carolina corporation, entered into an Indenture of Lease dated June 1, 1973 as amended by that certain Amendment to Lease dated February 21, 1974, and hat certain Second Amendment to Lease dated July 1, 2014 (collectively the "Lease") for real estate more particularly described in Exhibit A to the Lease and recorded at Deed Book 2714 page 483; such real estate generally known as 210-220 E. Commerce Avenue, High Point, North Carolina 27260;

WHEREAS, pursuant to the Lease as amended, Lessee, among other things, constructed and tendered to Lessor a theater and office complex (the "Theater") in compliance with building plans and specifications approved by Lessor in the Lease, and provides heating and cooling services to the Theater pursuant to mutually agreed upon terms and conditions;

WHEREAS, the parties wish to extend the period of time during which the HVAC Services will be provided;

NOW THEREFORE, for good and valuable consideration duly received and acknowledged by the parties to be adequate and sufficient for the terms contained herein Lessor and Lessee hereby agree that the Lease is modified and amended by this Agreement as follows:

1. **Duration of HVAC Services**

   Lessee shall continue to provide the HVAC Services for the period July 1, 2015 through and including June 30, 2016 ("Service Period"). Any renewals or extensions of the Service Period shall be upon mutual agreement of the parties and shall be in writing.

2. **Cost of HVAC Services**

The cost of HVAC Services shall be $7,200.00 per month (the "Service Charge") for a total annual cost of $86,400.00 for the Service Period. The monthly cost shall be subject to review each January 1st of any Service Period and, in the event it is determined that the cost shall be adjusted, such adjustment shall be communicated to the Lessor in writing and shall take effect upon the renewal of the HVAC Services.

Read/Reviewed
Approved
SC 06/22/15

3. Payment for Services

Payment for HVAC Services shall be made payable to IHFC Properties, LLC and shall be remitted to the following payment address:

IHFC Properties, LLC
P.O. Box 535595
Atlanta, GA 30353-5595

4. Notices

For purposes of this Agreement, any notice relative to the HVAC Services shall be given as follows:

If to Lessee:
International Market Centers
Mr. Joe Roux
Director of Facilities
209 South Main Street
High Point, NC 27260
Phone: (336) 888-3730

If to Lessor:
High Point Theater
Mr. David S. Briggs
220 E. Commerce Avenue
High Point, NC 27260
Phone: (336) 883-3627

5. Lessor and Lessee each mutually covenant, represent and warrant to the other that it has had no dealings or communications with any broker or agent in connection with this Agreement and, to the extent permitted by law, each covenants and agrees to pay, hold harmless and indemnify the other from and against any and all cost, expense (including reasonable attorneys' fees) or liability for any compensation, commission or charges to any broker or agent claiming through the indemnifying party with respect hereto.

6. Lessor represents and warrants that it has taken all corporate, partnership or other action necessary to execute and deliver this Agreement, and that this Agreement constitutes the legally binding obligation of Lessor enforceable in accordance with its terms. Lessor shall save and hold Lessee harmless from any claims, or damages including reasonable attorneys' fees arising from Lessor's misrepresentation of its authority to enter into and execute this Agreement.

7. Capitalized undefined terms used herein shall have the respective meanings given such terms in the Lease. In the event of a conflict between the terms of this Agreement and the terms of the Lease, the terms of this Agreement shall supersede and control.

8. The parties acknowledge and agree that all terms and conditions of the Lease shall remain in full force and effect, except as modified by the terms and conditions of this Agreement.

Read/Reviewed
Approved
SC 06/22/15

IN WITNESS WHEREOF, this instrument has been executed by the parties hereto the day and year first above written.

LESSOR:
THE CITY OF HIGH POINT

By: _____
William S. Bencini
Mayor

ATTEST:

By: _____
Lisa Vierling
City Clerk

LESSEE
IHFC PROPERTIES, LLC

By: _____

Name: Scott Eckman
Its: Executive Vice President of Marketing & Furniture Leasing

By: _____

Name: Robert Maricich
Its: Chief Executive Officer

RESOLUTION AUTHORIZING EXECUTION OF
A THIRD AMENDMENT TO LEASE
BETWEEN THE HIGH POINT THEATRE AND IHFC PROPERTIES, LLC
FOR HVAC USAGE

WHEREAS, the City of High Point ("Lessor") and IHFC Properties, LLC's ("Lessee") predecessor-in-interest, Southern Furniture Exposition Building, Inc. entered into an Indenture of Lease dated June 1, 1973, as amended by that certain Amendment to Lease dated February 21, 1974, and that certain Second Amendment to Lease dated July 1, 2014 (collectively the "Lease") for real estate more particularly described in Exhibit A to the Lease and recorded in Deed Book 2714, Page 483, such real estate general known as 210-220 E. Commerce Ave, High Point, North Carolina; and

WHEREAS, pursuant to the Lease as amended, Lessee, among other things, constructed and tendered to Lessor a theater and office complex (the "Theater") in compliance with building plans and specification approved by Lessor in the Lease, and provides heating and cooling services ("HVAC Services") to the Theater pursuant to mutually agreed upon terms and conditions; and

WHEREAS, both parties wish to extend the period of time during which the HVAC Services will be provided.

THEREFORE, BE IT RESOLVED BY THE HIGH POINT CITY COUNCIL that the Mayor is hereby authorized to execute the Third Amendment to the Lease between the City of High Point and IHFC Properties, LLC, which allows Lessee to continue providing the HVAC services for the period of July 1, 2015 through June 30, 2016, and that the remaining terms of the lease remain as set forth in the original agreement and previous amendments.

Adopted, this the 20th day of July, 2015.

Lisa B. Vierling, MMC
City Clerk

CITY OF HIGH POINT
AGENDA ITEM

Title: Budget Amendment for FEMA SCBA Grant

From: Eric Olmedo, Budget Manager

Public Hearing: N/A

Attachments: Budget ordinance

Meeting Date: July 20, 2015
Advertising Date: N/A
Advertised By: N/A

PURPOSE:
A budget amendment is needed to recognize revenue and expenditures related to the Department of Homeland Security Assistance to Firefighters Grant.

BACKGROUND:
The High Point Fire Department submitted, and has been awarded, a grant from the U.S. Department of Homeland Security. The grant is for replacement of self contained breathing apparatus (SCBA) units. The grant award is for $1,104,694 and requires a 10% (or $110,469) city match for a total of $1,215,163. Funds were budgeted in the FY 2014-2015 budget for this grant match but were not spent and reverted to fund balance.

BUDGET IMPACT:
The grant match of $110,469 needs to be appropriated from fund balance in the General Fund. The total amount of the grant ($1,215,163) will be appropriated in the Special Grants Fund.

RECOMMENDATION / ACTION REQUESTED:
The Budget Department recommends and asks the Council to approve the budget amendment.

"AN ORDINANCE AMENDING THE 2015-2016 BUDGET ORDINANCE
OF THE CITY OF HIGH POINT, NORTH CAROLINA
FOR THE U.S. DEPARTMENT OF HOMELAND SECURTY GRANT

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

Section 1. The City of High Point Fire Department has been awarded a U.S. Department of Homeland Security Grant.

Section 2. In order to recognize these funds, the 2015-2016 Budget Ordinance of the City of High Point, should be amended as follows:

(A) That the Special Grants Fund revenues be amended as follows:

Federal Grant revenue	$1,104,694
City Match revenue	$110,469

(B) That the Special Grants Fund expenditures be amended as follows:

Fire Grant	$ 1,215,163

(C) That the General Fund revenues be amended as follows:

Appropriated fund balance	$110,469

(D) That the General Fund expenditures be amended as follows:

Transfer to Special Grants Fund	$110,469

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

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

Adopted July 20, 2015

HIGH POINT CITY COUNCIL
SPECIAL MEETING
June 18, 2015 – 9:00 A.M.
COUNCIL CHAMBERS
HIGH POINT MUNICIPAL BUILDING

MINUTES

ROLL CALL and MOMENT OF SILENCE

Upon call of the roll, the following Council Members were present. Mayor Bencini called for a moment of silence and asked everyone to please remember the families and victims of the senseless violence that happened at the Emmanuel AME Church in Charleston, S.C.. The Pledge of Allegiance followed.

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

PROSPERITY & LIVABILITY COMMITTEE - *Council Member Ewing, Chair*
Members: Alexander, Hill and Wagner

[all were present]

PUBLIC HEARINGS

150212 **Municipal Service Districts - Public Hearing**

Thursday, June 18, 2015 at 9:00 a.m. is the date and time established by Council to receive public comments on the designation of four (4) Municipal Service Districts. 1) Downtown; 2) Uptowne; 3) Washington Street; and 4) South Main Street.

Chairman Ewing announced that this was the date and time established by the City Council to receive public comment on the designation of four Municipal Service Districts: 1) Downtown; 2) Uptowne; 3) Washington Street; and 4) South Main Street.

He opened the public hearing and asked if there was anyone present to speak in support of or in opposition to any of these Municipal Service Districts. There being no one present to comment, he closed the public hearing.

City Attorney JoAnne Carlyle advised Council that each of the four districts would require separate votes. She also noted that the Core City Administrator has provided a Certification Notice to Property Owners (service of notice for each of the MSDs) that were placed at the dais and asked Council to acknowledge receipt of these certifications for the record.

Note: The certifications will be attached in Legistar as a permanent part of these proceedings.

Council Member Alexander noted for the record that these districts were place holders and fluid and pointed out boundary lines and conditions were subject to change.

*Council Member C. Davis then read the following statement into the record (**statement applies to all four districts**):*

"These areas have already been identified through various plans and do not need to be additionally identified, other than the attempt to use tax payer dollars above and beyond the already available incentives available through our EDC. The city may choose to add to these incentives, on a case by case basis, dependent upon job creation of livable wage jobs being created.

The documents mention incentives, but these incentives/grants are not included within the document. The incentives that have been discussed are tax abatement in reverse disguised as a grant to avoid the obvious tax abatement intentions. I am aware that this method has been used by a few cities within NC and there has not been a court case against this method, but just because you go around the mountain in disguise you are still allocating dollars for what is the obvious responsibility of maintenance or up keep by the property owner, by the name of Grant instead of the obvious intent of Tax Abatement.

The proposed incentives discussed but not included in the packet covers a 5 year period at 100% year 1, 80% year 2, 60% year 3, 40% year 4 and 20% year 5, which gives back property taxes paid by the owner for such improvements. If you must consider this avenue then consider 50% year 1, 40% year 2, 30% year 3, 20% year 4 and 10% year 5, which allows the city to retain a higher portion of the tax revenues collected on these improved upon properties.

The Facade Grants should be open to the entire city, not just portions of the city, not limited to any one district, if implemented. It should, also, specify an exact amount the city is willing to allow for this purpose within the budget. I do not think that the applicants should be allowed to come back to take advantage of additional funds for 3 years on any additional property, thus allowing opportunities by other interested applicants.

The ability to tax the districts at $1.50 per $100 valuation if agreed upon by the majority of those within the district concerns me as well, as some of the owners of these properties may reside outside of the city limits, even out of the country, subjecting them
to the decisions of a majority vote, without any real input. How will this vote be taken, at the polls or in council chambers, by petition? Those within the districts not agreeing to the additional tax cannot be excused if they do not want to participate leaving some of them to relocate outside of the district, which means selling their property....simply said forcing them out. Let's not forget the Mom & Pop businesses that may want to develop in these districts, as well as limiting the new small businesses/entrepreneur that may desire one of these districts would not be able to compete or successfully grow their business."

Council Member C. Davis then read the following excerpt from the <u>County and Municipal Government in North Carolina Second Edition 2014</u> Edited by Frayda S. Bluestein on page 485 <u>Tax Abatements and Cash Incentive Policies</u> into the record:

"One form of industrial and commercial development recruitment often used in other states is not directly available in the State of North Carolina. Offering special property tax breaks to new industry or business under Article 5, Section 2 of the State Constitution, property tax exemptions and classifications may be made by the General Assembly and then only on a statewide basis. A local government may not constitutionally offer a special classification of property owner if it is not available statewide. The Legislature has not enacted any special classification for new industrial or commercial development. Therefore, none can be offered by local economic development officials. In recent years, however, a number of counties and cities in those counties have developed a cash grant incentive policy that very much resembles tax abatements. These policies follow a common pattern the local government offers to make annual cash grants over a number of years, typically five, to industrial companies that make investments of certain minimum amounts in that county or city. The investment might be either a new facility or the expansion of an existing facility. The amount of cash granted is specifically tied to the amount of property tax paid by the company. For example, a company that made an investment of at least $5,000,000 might be eligible for a cash grant in the amount of up to 50% of the property taxes it has paid on the resulting property. Larger investments would make a company eligible for a grant that represented a larger percentage of property taxes paid. These policies closely approach tax abatements, with one important difference: the company receiving the cash incentive has paid the property taxes. No court has addressed whether this sort of policy is unconstitutional at this time."

Council Member C. Davis expressed concerns that there has not been a case and should one individual come back and say they live over here in x, y, z, but wasn't available to take advantage of whatever was being offered in the other districts.

Mayor Pro Tem J. Davis shared that although he supports the MSD Districts, he does
have concerns regarding the language that is being used that alludes to a tax not being assessed. He wanted some assurance that this would just be a place holder and would not bind any future councils from the ability of not being able to assess a special tax in the MSD District. Mayor Bencini pointed out there was nothing in the language that would do this. City Attorney JoAnne Carlyle confirmed that it would not be binding for future Councils and that it could be changed. Council Member C. Davis noted she read a section in the document that other Councils could not undo the agreement. Council Member Hill explained that reference was to a specific grant proposal that is not before Council for consideration at this time.

Council Member C. Davis felt the packets and information submitted to Council are incomplete because it makes references to incentives/grants, but these are not part of the packet itself, so she would not be supporting it due to a lack of pertinent information.

Mayor Bencini asked if there were any additional comments from the Council. Council Member Golden offered support for the MSDs and the identification of the districts, but asked for clarification that there would be additional dialogue in the future by Council regarding the incentive percentages. City Attorney Carlyle confirmed this and noted the incentive programs including the facade grants would be coming back to Council.

There being no further discussion, Mayor Bencini called for a vote on the four districts, which will be voted on individually.

Downtown High Point Business Improvement District
Motion by Council Member Ewing, seconded by Council Member Alexander to adopt the RESOLUTION ESTABLISHING THE DOWNTOWN HIGH POINT BUSINESS IMPROVEMENT DISTRICT and TO ACKNOWLEDGE RECEIPT OF THE CERTIFICATION NOTICE TO PROPERTY OWNERS. The motion carried by the following 8-1 vote:

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

Nay (1): Council Member C. Davis

Resolution No. 1461/15-32
Introduced 6/18/2015; Adopted 6/18/2015
Resolution Book, Volume XIX, Page 32

<u>Uptowne High Point Business Improvement District</u>
Motion by Council Member Ewing, seconded by Council Member Wagner to adopt the RESOLUTION ESTABLISHING THE UPTOWNE HIGH POINT BUSINESS IMPROVEMENT DISTRIC and TO ACKNOWLEDGE RECEIPT OF THE CERTIFICATION NOTICE TO PROPERTY OWNERS. The motion carried by the following 8-1 vote:

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

Nay (1): Council Member C. Davis

Resolution No. 1463/15-34
Introduced 6/18/2015; Adopted 6/18/2015
Resolution Book, Volume XIX, Page 34

<u>Washington Street High Point Business Improvement District</u>
Motion by Council Member Ewing, seconded by Council Member Wagner to adopt the RESOLUTION ESTABLISHING THE WASHINGTON STREET HIGH POINT BUSINESS IMPROVEMENT DISTRICT and TO ACKNOWLEDGE RECEIPT OF THE CERTIFICATION NOTICE TO PROPERTY OWNERS. The motion carried by the following 8-1 vote:

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

Nay (1): Council Member C. Davis

Resolution No. 1464/15-35
Introduced 6/18/2015; Adopted 6/18/2015
Resolution Book, Volume XIX, Page 35

<u>South Main Street High Point Business Improvement District</u>
Motion by Council Member Ewing, seconded by Council Member Alexander to adopt the RESOLUTION ESTABLISHING THE SOUTH MAIN STREET HIGH
POINT BUSINESS IMPROVEMENT DISTRIC and TO ACKNOWLEDGE RECEIPT OF THE CERTIFICATION NOTICE TO PROPERTY OWNERS. The motion carried by thefollowing 8-1 vote:

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

Nay (1): Council Member C. Davis

Resolution No. 1462/15-33
Introduced 6/18/2015; Adopted 6/18/2015
Resolution Book, Volume XIX, Page 33

ADJOURNMENT

There being no further business to come before Council, the meeting adjourned at 9:20 a.m. upon motion duly made by Council Member Ewing and seconded by Council Member C. Davis.

Respectfully Submitted,

_____
William S. Bencini, Jr., Mayor

Attest:

_____
Lisa B. Vierling, MMC
City Clerk

BUDGET REVIEW SESSION
MAY 28, 2015 – 3:00 P.M
3rd FLOOR LOBBY CONFERENCE ROOM (FISHBOWL)

MINUTES

PRESENT:
Mayor William Bencini; Latimer Alexander (At-Large); Cynthia Davis (At-Large); Jeffrey Golden (Ward 1); Chris Williams (Ward 2); Alyce Hill (Ward 3); Jay Wagner (Ward 4); Mayor Pro-Tem James Davis (Ward 5) and Jason Ewing (Ward 6).

STAFF PRESENT:
Greg Demko, City Manager; Randy McCaslin, Deputy City Manager; Eric Olmedo, Budget and Performance Manager; Laura Altizer, Senior Budget Analyst; Roslyn McNeill, Budget Analyst; Jeron Hollis, Communications Officer; Jeff Moore, Director of Finance; Angela Kirkwood, Director of Human Resources; JoAnne Carlyle, City Attorney; Loren Hill, President, High Point Economic Development Corporation; Tom Vincent, Deputy City Clerk.

MEDIA PRESENT:

Paul Clark, *High Point Enterprise*

Budget Presentation and Discussion
Eric Olmedo, Budget and Performance Manager, gave a brief overview to City Council on the proposed 2015-2016 annual budget. There is a proposed 3.5% water and sewer increase; however, he noted this is the only major change in the Water/Sewer Fund as far as revenue goes. Mr. Olmedo stated the City has a practice of doing incremental 3% to 5% rate increases to avoid large rate increases of more than 15% as the City had to do in the early 2000s. The money is intended for future debt service. He noted on the expenditure side, there is an increase of 1.3%. Capital projects such as the incinerator upgrade are being budgeted on a pay as you go basis, rather than being included in operating expenses.

Mr. Olmedo reported there is no proposed rate increase in the Electric Fund and a 1.5% increase in revenues is anticipated. The majority of the Electric Fund expenditures are wholesale power purchases with some minor increases in personnel. He pointed out $500,000 for replacement of underground infrastructure downtown, $250,000 for the backyard digger; and $200,000 for automated meter reading replacement. There was discussion about pole attachment fees and the location of the planned High Point University electric substation.

There is a proposed rate increase in the Stormwater Fund from $2 per Equivalent Residential Unit) ERU to $3 per ERU. He added that instead of using General Fund dollars to pay debt service on stormwater capital projects, the City will use this additional revenue. City Manager Greg Demko noted the $3 fee still puts High Point below other cities in the area. Mr. Olmedo said on there will be a 7.4% increase on the expenditure side and explained the majority of that cost increase is due to the additional street sweeper and the position to operate that equipment.

Mr. Olmedo shared the Solid Waste Fund has a proposed increase of $3(from $8 to $11 per month). He explained this is the second year of a three-year plan to move this from the General Fund to the Enterprise Fund. The expenditure side is decreasing by $400,000. City Manager Greg Demko said staff was recommending setting aside the funds from the wholesale rate decrease into a rate stabilization fund.

At this time, City Manager Demko advised that there was a need for Council to go into a Closed Session to discuss a personnel matter.

Closed Session (Personnel matter)

Upon motion duly made and seconded, Council, pursuant to North Carolina General Statute 143-318.11(a)(6), went into a Closed Session at 3:30 p.m. for the purpose of discussing a personnel matter.

Upon motion duly made and seconded, Council reconvened into Open Session at 4:10 p.m. with an announcement that no action was taken as a result of the Closed Session.

Planning and Development Presentation- Fee Schedule

Lee Burnette, Planning and Development Director, distributed copies of the proposed fee schedule for 2015-2016. He explained ACCELA would enable staff to minimize the different number fees and make the process simpler. The system will be set up so customers will only have to purchase one permit instead of multiple permits (ex: electrical, plumbing, etc.). The information has been distributed to the Triad Real Estate and Building Industry Coalition (TREBIC) and is also viewable on the City's website. Deputy City Manager Randy McCaslin noted that High Point is in the middle compared to other jurisdictions in the area. Mr. Burnette said fees would be going up in part to compensate for higher advertising costs. City Manager Greg Demko asked Mr. Burnette to be available at the Manager's Briefing on Monday to answer any questions.

Budget Review

Mayor Pro Tem James Davis expressed concern about what would happen in the future with electric rates because of the new restructured debt ElectriCities is taking on. He noted the City had been promising a rate decrease in 2020 and now apparently that would not happen and rates would likely increase. City Manager Greg Demko said if the City puts money in the rate stabilization fund, the City could mitigate some future increases. There was discussion about ElectriCities plans for future rate increases and Council Member Alexander talked about the process by which the ElectriCities board decided to take on more debt for the Catawba Nuclear Plant. Mayor Pro Tem James Davis encouraged Council Members to take a tour of the Catawba Nuclear Power Plant.

Council Member Cynthia Davis asked about Police, Fire, 911 and Call Center over hires. City Manager Greg Demko stated that in the past, the dollar amounts for the training positions were in the budget but the Full-Time Equivalents (FTEs) were not recognized in the budget. He explained he wanted to show both categories in the new budget. Council Member Cynthia Davis asked why the Internal Auditor position was eliminated. Mr. Demko said he recommended the Internal Auditor be eliminated because the organizational structure he hopes to put into place will eliminate or reduce the need for an Internal Auditor's position. He noted the new organizational structure would assist with transparency and accountability. Currently, there are 21 Departments to supervise. Council Member Cynthia Davis pointed out there was a City Manager, a Deputy City Manager and two Assistant City Managers and wanted to know if that was a typographical error. Mr. Demko responded that it was correct. He added the Assistant City Manager that is currently being recruited should have expertise in planning, development and downtown development. Mayor Pro Tem James Davis asked when Mr. Demko was going to implement the organizational changes. Mr. Demko said he was still looking for the first Assistant City Manager and added when the new Assistant City Manager got on board they would begin deciding which departments would report to whom.

Mayor Pro Tem James Davis said he would like to see what the City contributes to organizations such as the Chamber of Commerce. He noted the City was a "Vision Partner" with the Chamber for $20,000 a year and questioned the benefits from that. Mr. Davis said he was also surprised that the City has as

many as fifty parks, plus a Human Relations Departments, a Library and a Theatre. He added that he was not advocating to get rid of the Library or the Museum, but wanted to look at perhaps closing some of the underutilized parks and questioned whether the City needed a museum, theater or a Human Relations Department. Mr. Davis said the City has fallen behind on street repairs and he would like to look at some of the items he just mentioned and reallocating those funds towards street repair. Council Member Alexander said he would like to know if all the fifty City Parks are actually parks because the City puts all the land needed for public services in the Parks Department and gave several examples of such areas. City Manager Greg Demko informed Council that an inventory and a map would be provided at the Monday Manager's Briefing. Council Member Alexander pointed out the Parks Department generates a lot of revenue for the City and pointed out the popularity of certain parks in the City.

Council Member Alexander agreed with Mayor Pro Tem Davis that the City should focus on street repaving. He explained those funds were cut to help balance the budget during the recession. Council Member Cynthia Davis said she had some issues with the Wi-Fi being provided at some of the recreation centers and questioned why Washington Terrace and other parks were not selected. Deputy City Manager McCaslin replied that the recreation centers chosen had the largest after-school programs. Council Member Cynthia Davis called attention to the High Point World Religions Forum which was added to the budget this year. She said she did not think the City should be funding a religious forum when people are so adamant about religion and government lines not being crossed. She shared that she attended HiFest in the past and noted it was poorly attended. She added there is a SoSi (Southside) Festival around the same time and suggested the City could partner with that event. She questioned the use of the $4,000 for the Student Human Relations Commission. Deputy City Manager Randy McCaslin explained the money was spent on flyers and also snacks and materials for their activities. Council Member Cynthia Davis questioned whether or not the City should be funding the Student Human Relations Commission conference at all. Council Member Golden pointed out the value of the Human Relations Department and felt it would be a shame to do away with the Department. Mr. Golden said if someone felt they were discriminated against; they would have nowhere to go. Mayor Pro Tem James Davis pointed out cities of comparable size do not even have a Human Relations Department. Council Member Ewing felt there is a value in some of the things the Human Relations Department does and suggested it may be better as a non-profit with the Human Relations Commission being a bridge to the City government.

ADJOURNMENT

The meeting adjourned at 5:05 p.m. on a motion duly made and seconded.

Respectfully Submitted,

_____

Thomas Vincent, Deputy City Clerk

CITY OF HIGH POINT
AGENDA ITEM

Title: **Ordinance to Demolish – 208 Vail Avenue**

From: Lee Burnette, Planning & Development Director

Meeting Date: July 20, 2015

Public Hearing: No

Advertising Date: N/A

Advertised By:

Attachments:
A. Staff report
B. Map
C. Ordinance to Demolish
D. Pictures

PURPOSE:
A request by Planning and Development – Inspection Services to adopt an ordinance authorizing the demolition of a single family dwelling and accessory structure located at 208 Vail Avenue.

BACKGROUND:
After a Notice of Violation was issued and a hearing held, an Order to Repair or Demolish was issued on February 11, 2015. No action occurred by the compliance date of May 11, 2015. The necessary repairs to the dwelling exceed its current tax value and demolition is warranted.

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

RECOMMENDATION / ACTION REQUESTED:
Staff recommends the adoption of the requested ordinance to demolish this single family dwelling and the accessory structure, based upon the enclosed staff report

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

DEPARTMENT OF PLANNING AND DEVELOPMENT
INSPECTION SERVICES DIVISION
HOUSING ENFORCEMENT

ORDINANCE REQUEST: Ordinance to Demolish

PROPERTY ADDRESS: 208 Vail Avenue

OWNER: Darrell D Wallace
Ruth Valerie Wallace

FIRST INSPECTION:
1-26-2015

Summary of Major violations:

* Extensive fire damage to structure including:
  - Fire damaged roof system
  - Fire damaged heating system
  - Fire damaged electrical
  - Fire damaged interior and exterior walls
  - Fire damaged floor system

HEARING RESULTS:
2-11-2015

The owner did not appear in person for the hearing but did call the inspector by phone to discuss violations. During the hearing, the following findings of fact were established. There are numerous violations of the Minimum Housing Code. There are structural violations creating an unsafe dwelling due to the extensive fire damaged condition of the dwelling. This request includes the accessory structure located on the property. In its present state, necessary repairs to the dwelling exceed 50% of the current tax value of the structure. The Guilford County Tax value of the dwelling is $44,010.00. The repair estimate is $40,300.00

ORDER(S) ISSUED:
2-11-2015

Order to Repair or Demolish
Compliance Date: 5-11-15

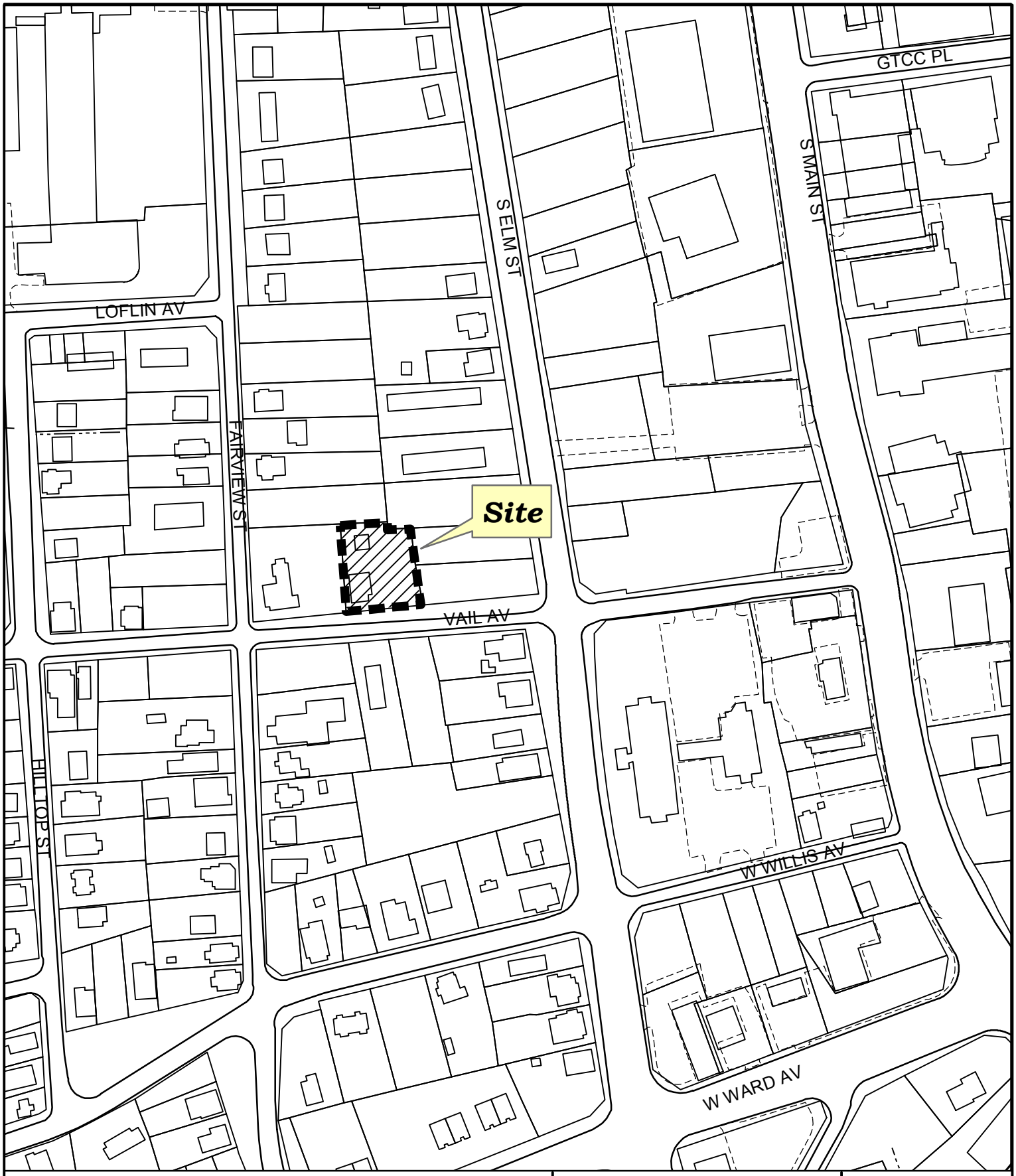
APPEALS: No appeals to date.

OWNER ACTIONS: There have been no permits issued and repairs have not started.

EXTENSIONS: None requested

CURRENT STATUS:
7-6-2015

Conditions remain the same.



208 Vail Avenue

Ordinance to Demolish

Location of subject property

Planning and Development Department

City of High Point

Date: July 8, 2015

N

Scale: 1'=200'

y:/ba-pz/Inspections/ord-demo.mxd

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

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

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

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

PROPERTY LOCATION	OWNER (S)
208 Vail Avenue High Point, NC	Darrell D Wallace Valerie Ruth Wallace 509 3rd Ave. N Apt 1 Myrtle Beach, SC 29577

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

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

Adopted by City Council,
This the 20th day of July, 2015

Lisa B. Vierling, City Clerk

CITY OF HIGH POINT
AGENDA ITEM

Title: **Resolution of Intent for a Voluntary Contiguous Annexation**
Annexation Case 15-06 (Deep River Ventures, I. LLC)

From: Lee Burnette, Planning & Development Director

Meeting Date: July 20, 2015

Public Hearing: No

Advertising Date: Not applicable

Advertised By:

Attachments:
A. Resolution of Intent for Annexation Case 15-06
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 Case 15-06 is enclosed.

BUDGET IMPACT:
There is no budget impact.

RECOMMENDATION / ACTION REQUESTED:
Staff requests City Council set a public hearing date of Monday, August 17, 2015, to hear this case.

PUBLISH ONCE: <u>Friday, July 24, 2015</u>

RESOLUTION TO ESTABLISH A PUBLIC HEARING DATE FOR VOLUNTARY CONTIGUOUS ANNEXATION (Case # ANX 15-06)

WHEREAS, the City Council has been petitioned to annex the property of Deep River Ventures, I. LLC. The proposed annexation site is an approximate 0.74-acre parcel lying along the north side of W. Wendover Avenue, approximately 670 feet east of Penny Road. The property is addressed as 5230 W. Wendover Avenue and is also known as Guilford County Tax Parcel 0170003.

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, August 17, 2015, at 5:30 p.m., in the Council Chambers in the Municipal Building at 211 South Hamilton Street, High Point, North Carolina, as the date for the public hearing regarding the requested annexation.

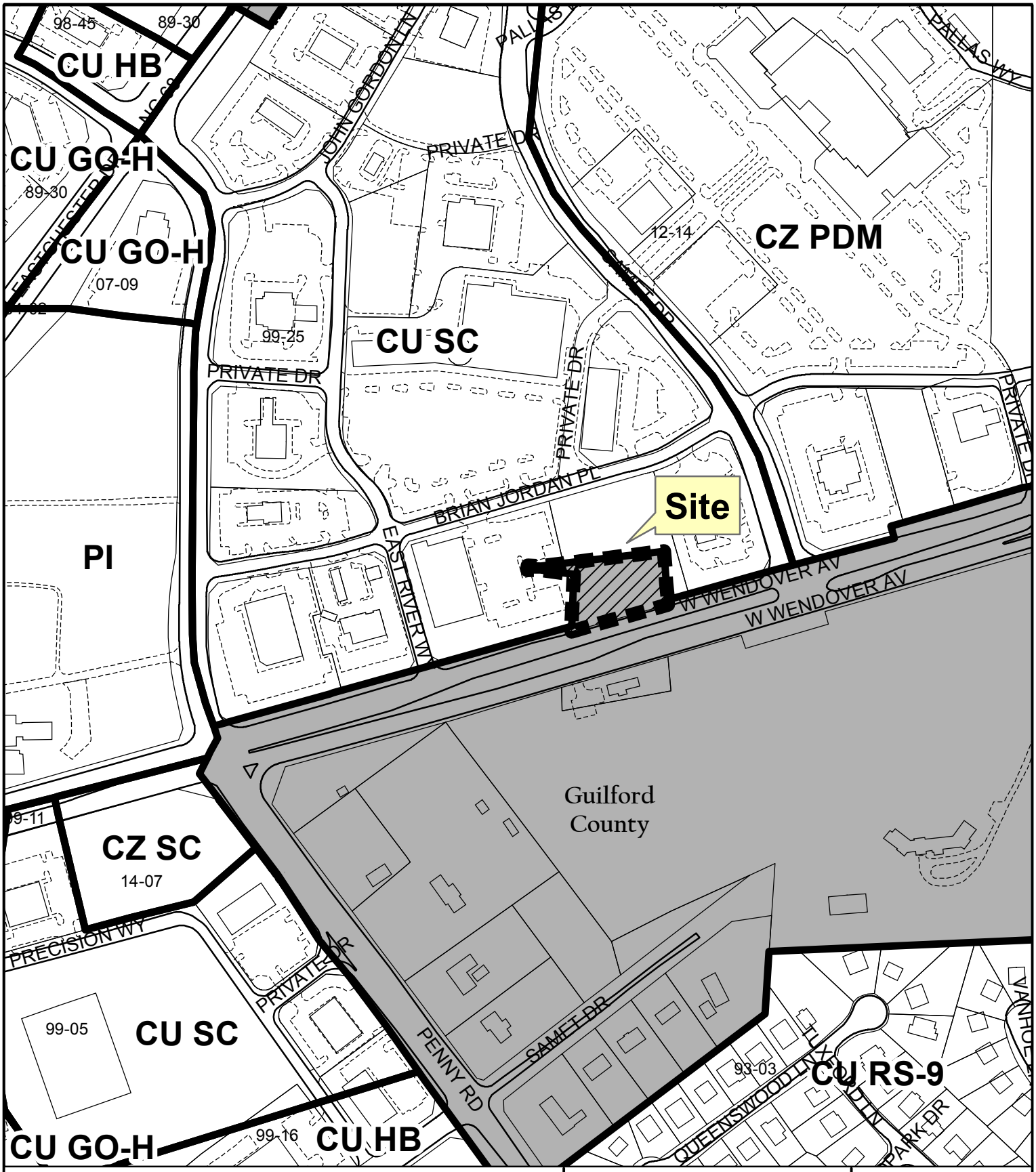
Any interested party will be permitted to be heard at the public hearing. The meeting facilities of the City of High Point are accessible to people with disabilities. If you need a special accommodation, call (336) 883-3298 or the TDD# (336) 883-8517.

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

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

By order of the City Council,
This the 20th day of July, 2015

Lisa B. Vierling, City Clerk



ANNEXATION REQUEST ANX15-06

Applicant: Deep River Joint Ventures LLC
Area: 0.74 acres (approximate)

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

Planning & Development Department

City of High Point

Date: May 11, 2015

N

Scale: 1"=300'

G:/Planning/Secure/ba-pz/2015/pz/anx15-06.mxd

CITY OF HIGH POINT
AGENDA ITEM

Title: Side Loading Refuse Trucks

From: Gary Smith, Fleet Director

Public Hearing: N/A

Attachments: Formal Bid Recommendation

Meeting Date: July 20, 2015
Advertising Date / N/A
Advertised By: N/A

PURPOSE:
The Solid Waste Division of Public Services has two side loading refuse trucks in need of replacement due to age and hours. Using a National Joint Powers Alliance (NJPA) contract two 2016 Peterbilt trucks with New Way Side Loading Refuse bodies are being recommended for Council approval.

BACKGROUND:
The Solid Waste Division is currently using two 2007 Autocar trucks with the Labrie side loading bodies that both have over 10,000 hours. These trucks are used daily for residential garbage collection and need to be moved into our spare motorpool due to age and hours. Solid Waste has a total of thirteen side loading trucks and will give them two spare trucks to have while their trucks are being serviced and repaired. This will help to reduce downtime for the department as well as overtime for our technicians. The New Way side loading refuse body is similar to the ones they are currently using and will meet their needs. The price of $257,988.79 is for one truck, body installation, and delivery. Estimated delivery is 90-120 days. Total cost is $515,977.58 for two refuse trucks.

BUDGET IMPACT:
Funds are available in 2015-16 Solid Waste Fund budget

RECOMMENDATION / ACTION REQUESTED:
The Fleet Services Department recommends purchasing the two Peterbilt trucks with New Way side loading refuse bodies from Scranton Manufacturing Company and retaining the existing two trucks as spares.

NORTH CAROLINA'S INTERNATIONAL CITY

FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL

DEPARTMENT: Fleet Services

COUNCIL AGENDA DATE: July 20, 2015

BID NO.: 12014-NWY CONTRACT NO.: NJPA DATE OPENED:

DESCRIPTION:

2016 Peterbilt with New Way 31 yard Side Loading Refuse Body

PURPOSE:

The Solid Waste Division is currently using two 2007 Autocar trucks the Labrie side loading bodies that both have over 10,000 hours. These trucks are used daily for residential garbage collection and need to be moved into our spare motorpool due to age and hours.

COMMENTS:

The price of $257,988.79 is for one truck, side loading refuse body installation, and delivery. Total cost is $515,977.58 for two.

RECOMMEND AWARD TO: Scranton Manufacturing Company AMOUNT: $515,977.58

JUSTIFICATION:

The New Way side loading refuse body is similar to the ones they are currently using and will meet their needs.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
501271	532401			515,977.58
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: Gary Smith Digitally signed by Gary Smith DN: cn=Gary Smith, o=City of High Point, ou=Fleet Services, email=gary.smith@highpointnc.gov, c=US Date: 2014.08.11 11:45:06 -04'00' DATE: Jul 6, 2015

The Purchasing Division concurs with recommendation submitted by the Fleet Services and recommends award to the lowest responsible, responsive bidder Scrantron Manf. in the amount of $ 515,977.58.

PURCHASING MANAGER: Tarinda Chappell Digitally signed by Tarinda Chappell DN: cn=Tarinda Chappell, o=City of High Point, ou=Purchasing, email=tarinda.chappell@highpoint.gov, c=US Date: 2015.07.08 14:15:26 -04'00' DATE: Jul 8, 2015

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: Digitally signed by Jeffrey A. Moore DN: cn=Jeffrey A. Moore, o=City of High Point, NC, ou=Financial Services Director, email=jeff.moore@highpointnc.gov, c=US Date: 2015.07.08 14:21:18 -04'00' DATE: Jul 8, 2015

CITY MANAGER: Greg Demko Digitally signed by Greg Demko DN: cn=Greg Demko, o, ou, email=greg.demko@highpointnc.gov, c=US Date: 2015.07.08 14:32:22 -04'00' DATE: Jul 8, 2015

CITY OF HIGH POINT
AGENDA ITEM

Title: **Marsh Furniture Parking Encroachment**

From: Mark McDonald, Transportation Director

Meeting Date: Monday July 20, 2015

Public Hearing: No

Advertising Date: NA
Advertised By: NA

Attachments: Right of Way Encroachment Agreement
Map
Letter of Understanding

PURPOSE:
Consideration of a request by Marsh Furniture Compancy to construct additional parking along S. Centennial Street, between Kearns Avenue and S. Main Street.

BACKGROUND:
Marsh Furniture is a leading employer in south High Point, and a recent facilities expansion has led to increased employment at their plant on S. Centennial Street. To accommodate the new employees, the company desires to expand an existing parking lot along the west side of S. Centennial. The 28 parking spaces in this lot, which was constructed in 2006-06, are directly accessed from S. Centennial and occupy portions of right-of-way owned by Norfolk Southern Railroad (NS) and the City.

Marsh has reached agreement with NS for the expansion of parking into the area once used for a rail line. City right-of-way for S. Centennial Street abuts the NS property, and extends approximately 18 feet from the western edge of pavement. The estimate area of the right-of-way to be used is 1,800 square feet.

The addition of ten (10) parking spaces immediately adjacent to the existing parking will require approximately 3,000 square feet of new pavement. Based on the size of the abutting lot, and other impervious areas around the plant, this addition would not require a watershed plan review. Since this parking is not required for the site, landscaping is not required, although Marsh proposes to add new landscaping south of the lot towards S. Main Street.

BUDGET IMPACT:
Marsh Furniture Company will assume all costs for the construction and future maintenance of the proposed parking area and landscaping to be planted at the southern end of the lot.

RECOMMENDATION / ACTION REQUESTED:
Staff from Transportation and Planning have reviewed the request from Marsh Furniture, and has no objections to the proposed parking and landscaping. Approval of the encroachment agreement is recommended.

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

NTC:

THIS AGREEMENT (Agreement) made this _____ day of _____, 2015, 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 _____, a _____ _____in the state of North Carolina, located at _____, hereinafter known as the ("Applicant.")

W I T N E S S E T H

WHEREAS, the City owns the a public street right of way located at _____; and

WHEREAS, the Applicant desires, for its interest and convenience, to construct and extend its existing paved area not more than one hundred (100) feet to accommodate eleven (11) new parking spaces and to provide landscape improvements around the site (collectively the paved area and landscaping referred to as "Improvements") which will cross a currently held public street right of way as shown on Attachment A; 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 Applicant to encroach upon the above-referenced City-owned right of way; and

WHEREAS, the Applicant has paid to the City the sum of $100.00, which partially defrays the administrative costs of the City.

NOW, THEREFORE, in consideration of the premises and $100.00 in hand paid receipt of which is hereby acknowledged and other consideration, the Applicant hereby covenants and agrees that:

1. The Applicant is responsible for any and all expenditure of labor or materials required in the construction, repair, maintenance or location of the above-referenced Improvements.

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

3. The Applicant will fully indemnify and hold harmless the City 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 Applicant, its agents, employees, contractors or subcontractors in connection with the construction and maintenance of the Improvements, or any cause of action arising out of the installation, maintenance, or location of said Improvements (collectively, "Claims and Causes of Action"). The Applicant will be responsible for defending any and all such claims, as provided in Section 4 below.

4. The Applicant 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 Applicant, 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. Applicant 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). Applicant shall give the City at least 30 days advanced written

notice of any cancellation of any required coverage that is not replaced. Should Applicant fail to pay premiums upon said insurance, or should Applicant 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 Applicant shall thereupon terminate, except Applicant shall still be responsible for removing the Equipment from the right of way. In lieu of the foregoing, Applicant may self-insure for any or all of the coverages set forth above.

6. The Applicant, upon completion of the installation of the Improvements, 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 drawings (in such event, the Applicant shall secure approval of the City prior to the differing installation).

7. The Applicant agrees to abide by all lawful statutes and ordinances governing installation of the Improvements as contemplated herein.

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

9. This Agreement shall be revocable at will by the High Point City Council by sufficient advance written notice to the Applicant to allow the Applicant to relocate its Improvements in the event that the City is undertaking a road maintenance or improvement project within the public right of way where the Improvements are located with which the Improvements conflicts; and this Agreement shall be terminable by the Applicant by written notice to the City in the event of and following removal of the Improvements.

10. The Applicant 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 inure 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:

<u>If to City</u>:
City of High Point
Public Services Department
P.O. Box 230
High Point, NC 27261
ATTN: Public Services Director

If to Applicant:
Marsh Furniture Company
William Bumgarner, VP of Human Resources
1001 South Centennial Street
P.O. Box 870
High Point, NC 27261-0870

14. This represents the complete Agreement of the parties; any modification of any terms set forth in this Agreement shall be in writing and signed by both parties.

IN WITNESS WHEREOF, the City of High Point has caused this instrument to be signed by its Mayor 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.

APPLICANT

(Corporate Seal)
if corporation

By: _____

Print Name: _____

Title: _____

STATE OF _____

_____ COUNTY

I, _____, a Notary Public of the County and State, do hereby certify that _____, personally came before me this day and acknowledged that he/she is _____, and that he/she, as _____ being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official stamp or seal, this the ____ day of _____, 2015.

My commission Expires: _____

_____
Notary Public

ATTEST: CITY OF HIGH POINT

_____ By: _____

Lisa B. Vierling, City Clerk William S. Bencini, Jr., Mayor

NORTH CAROLINA

GUILFORD COUNTY

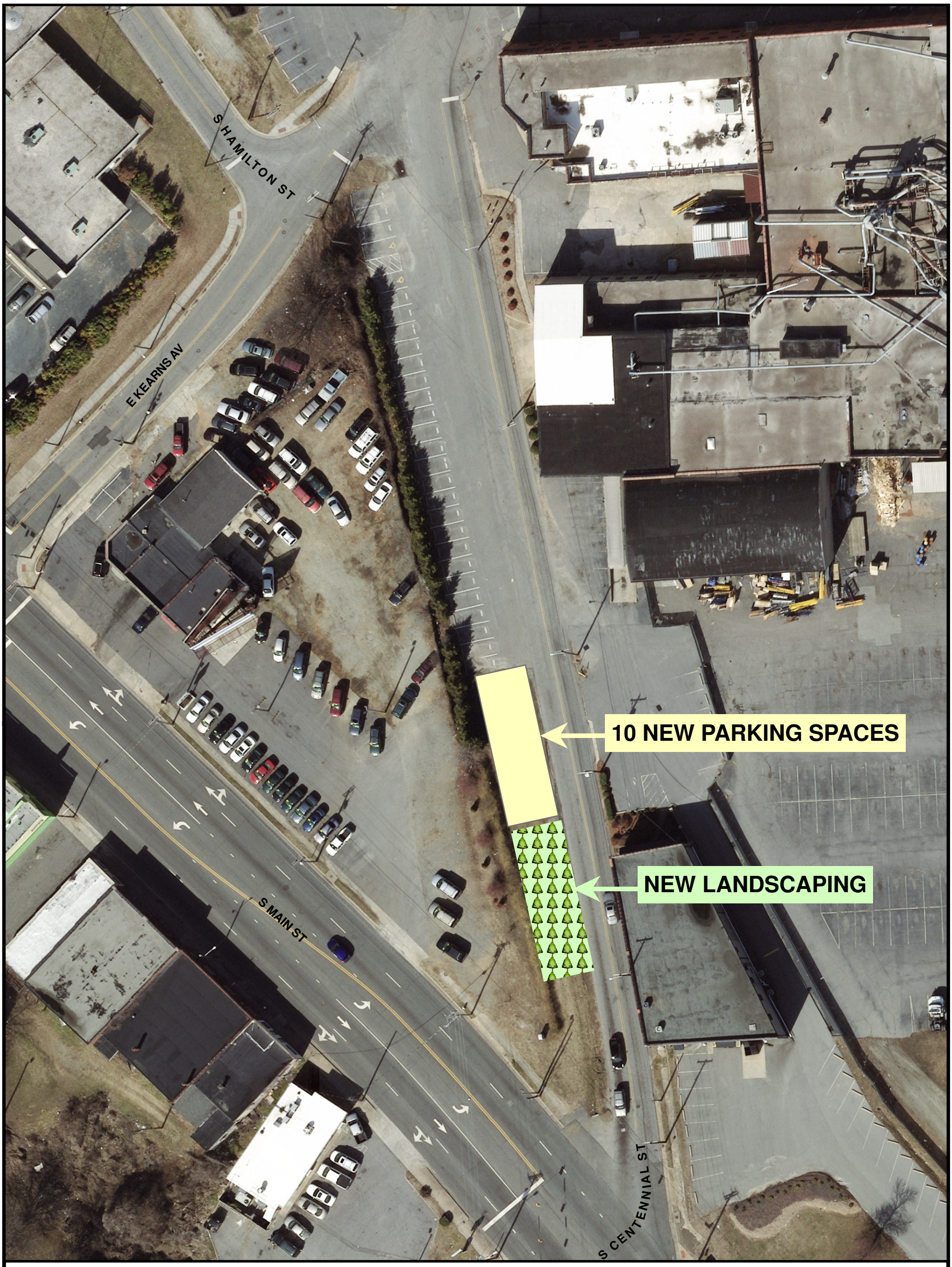
I, _____, a Notary Public of said county and state do hereby certify that Lisa B. Vierling is known to me as City Clerk of the City of High Point; that she personally appeared before me this date; and, that by authority duly given, and as the act of the said City of High Point, the foregoing instrument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

Witness my hand and official stamp or seal, this the ____ day of_____, 2015.

My commission Expires: _____ _____

Notary Public

EXHIBIT A



Marsh Furniture Parking Proposal

HIGH POINT
NORTH CAROLINA'S INTERNATIONAL CITY™

Map prepared by
High Point MPO
211 S. Hamilton Street
High Point, North Carolina 27260
July 2015

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

N
W E
S

Department of Transportation

July 20, 2015

Mr. Bill Bumgarner
Marsh Furniture
1001 S. Centennial Street
High Point, NC 27260

RE: Letter of Understanding: Use of S. Centennial Right-of-Way for Additional Parking and Landscaping

Dear Mr. Bumgarner:

Pursuant to your request on behalf of Marsh Furniture Company ("Marsh") to construct additional parking and new landscaping along the west side of S. Centennial Street between Kearns Avenue and S. Main Street, the City of High Point ("the City") offers the following conditions of approval:

1) Marsh proposes to extend an existing paved area used for 90-degree on-street parking approximately 101 feet southward to accommodate up to 11 new parking spaces for employees. The area to be used for this expansion lies partially on public street right-of-way, and partially on railroad right-of-way. Adequate depth for vehicles to back out of the proposed spaces without backing into the street must be provided, estimated at a minimum 30 feet from the existing edge of pavement on S. Centennial Street. If permission from the controlling railroad to use their right-of-way cannot be obtained, or if the minimum depth cannot be achieved, this agreement shall be void.

2) The City acknowledges that the desired project to be constructed by Marsh does not meet the requirements for plan review by the Technical Review Committee (TRC), the Watershed Review Committee (WRC), or other independent departmental reviews. No special permits are required. Marsh has, however, provided a sketch plan of the plant site and the proposed additions for documentation purposes.

3) Permanent or temporary landscaping is not required. Marsh, however, desires to install and maintain landscaping within the railroad and street rights-of-way at the south end of the proposed improvements. The proposed landscaping and any desired hard features (e.g., block bordering) shall not be placed any closer than 8 feet to the western edge of pavement of S. Centennial Street, and shall not extend southward beyond the right-of-way for S. Main Street.

4) Construction of the paved parking area to City development standards is strongly encouraged. A lane/road closure permit must be obtained by Marsh or their general contractor from the City Department of Transportation for construction that may require the temporary closure of any part of S. Centennial Street. Closures and traffic control shall be established and maintained in conformance with the Federal ***Manual on Uniform Traffic Control Devices*** (MUTCD), including but not limited to the use of signing, barricades, cones, barrels, and flaggers.

City of High Point, P.O. Box 230, 211 South Hamilton Street, High Point, NC 27261 USA
Phone: 336.883.3225/3226 Fax: 336.883.8568 TDD: 336.883.8517

July 20, 2015

5) The City assumes no liability or responsibility for the activities under this Letter of Understanding. Marsh agrees to indemnify and hold harmless the City from any claims arising from or relating to the activities under this Letter of Understanding.

6) Marsh shall be required to execute an encroachment agreement provided by the City and be subject to the terms of that agreement.

THE CITY OF HIGH POINT

Reviewed and recommended by:

_____
Mark V. McDonald, P.E.
Transportation Director

Date: _____

_____
JoAnne Carlyle
City Attorney

Date: _____

Approved by:

_____
Randy E. McCaslin
Deputy City Manager

Date: _____

_____
Mollie Marsh Brugh
CEO/President, Marsh Furniture Company

Date: _____

Attest: _____
Lisa Vierling, City Clerk

Attest: _____
Secretary, Marsh Furniture Company

NORTH CAROLINA'S INTERNATIONAL CITY™

City of High Point

Procurement and Disbursement Policy

2015 URGENT REPAIR PROGRAM

PROCUREMENT POLICY

1. To the maximum extent practical, the City of High Point (the City) promotes a fair, open and competitive procurement process as required under the North Carolina Housing Finance Agency's Urgent Repair Program (URP). Bids are invited from Contractors who are part of the City's approved contractor registry. (To be on the registry, a contractor must complete an application, have their recent work inspected, reviewed and approved by the Project Manager and submit proof of insurance.) Any contractor listed with and approved by the City and in good standing will receive automatic approval status on the contractor registry.

2. At least three eligible contractors on the City's approved contractor registry shall be invited to bid on each job and the lowest responsive and responsible bidder shall be selected for the contract. "Responsive and responsible" means (a) the contractor is deemed able to complete the work in a timely fashion, (b) that the bid is within 15% on the low end of the City's nominal amount or 15% on the high end of the City's nominal amount and that (c) there is no conflict of interest (real or apparent).

3. If the lowest bid is more than 15% below the project manager's estimate, the contractor shall have the option of withdrawing the bid. If the contractor wishes to maintain the bid, the project manager will analyze the bid with the contractor line item by line item to be certain the contractor properly understands the scope of work and the expected level of quality. If the contractor affirms to the project manager that he/she can and will satisfactorily meet the terms of the work write-up at the bid price, the bid shall be treated as valid. If not, the project manager shall negotiate a contract with the next lowest bidder.

4. Although bid packages may be bundled for multiple job sites, the bids for multiple job sites may be considered separate and apart when awarded and may be awarded to the lowest responsive and responsible bidder(s) for each job site.

5. Bid packages shall consist of an invitation to bid, work write up(s) and bid sheet(s) for each job.

6. Bids must include a cost-per-item breakdown with line item totals equaling the submitted bid price. Discrepancies must be reconciled prior to a contract being awarded.

7. Any change to the original scope of work must be reduced to writing in the form of a change order to be agreed upon and signed by all parties to the original contract and two representatives of the City. The change order must also detail any changes to the original contract price.

8. No work may begin prior to a contract being awarded and a written order to proceed provided to the contractor. In addition, a pre-construction conference and "walk thru" shall be held at the work site prior to commencement of repair work.

9. The City reserves the right to reject any or all bids at any time during the procurement process.

10. In the event of a true emergency situation, the City reserves the right to waive normal procurement procedures in favor of more expedient methods, which may include seeking telephone quotes, faxed bids and the like. The City of High Point will call the first three responsive contractors on the approved contractor's list who have indicated on their application a desire to be on the telephone call list. The City of High Point will track who has been called and responsive and will rotate through the list before starting through the rotation again. Should such methods ever become necessary, the transaction will be fully documented.

11. All sealed bids will be opened publicly at a time and place to be announced in the bid invitation. All bidders are welcome to attend.

12. The City of High Point is an equal opportunity employer, implements non-discriminatory practices in its procurement/disbursement and will make special outreach efforts to include M/WBE (Minority/Women Business Enterprise) businesses within its contractor and subcontractor pool.

DISBURSEMENT POLICY

1. All repair work must be inspected by (a) the City's Project Manager, and (b) the homeowner prior to any payments to contractors. If all work is deemed satisfactory and all other factors and written agreements are in order and copies of local inspection approval documents are submitted (when permits are required), payment shall be issued upon presentation of an original invoice from the contractor. Contractor should allow 21 business days for processing of the invoice for payment.

2. If any of the work is deemed unsatisfactory, it must be corrected prior to authorization of payment. If the contractor fails to correct the work to the satisfaction of the City's Project Manager, payment may be withheld until such time as the work is deemed satisfactory. (Contractors may follow the City's Urgent Repair Program Assistance Policy complaint process if a dispute occurs; however, contractors shall abide by the final decision as stated in the policy).

3. The City assures, through this policy, that adequate funds shall be available to pay the contractor for satisfactory work.

4. All contractors, sub-contractors and suppliers must sign a lien waiver prior to disbursement of funds.

The Procurement and Disbursement Policies are adopted this the 20th day of July 2015.

City of High Point

BY: William S. Bencini

ATTEST: Lisa B. Vierling

CONTRACTORS STATEMENT:

I have read and understand the attached Procurement and Disbursement Policy.

BY: _____

COMPANY NAME: _____

WITNESS: _____

NORTH CAROLINA'S INTERNATIONAL CITY™

Assistance Policy
Urgent Repair Program – 2015 Cycle

What is the Urgent Repair Program? The City of High Point has been awarded $100,000 by the North Carolina Housing Finance Agency ("NCHFA") under the 2015 cycle of the Urgent Repair Program ("URP15"). The City shall contribute an additional $10,000 from General Funds that are allocated toward affordable housing on an annual basis to supplement URP15 project activities. This program provides funds to assist very-low and low-income households with special needs in addressing housing conditions which pose imminent threats to their life and/or safety or to provide accessibility modification and other repairs necessary to prevent displacement of very-low and low-income homeowners with special needs such as frail elderly and persons with disabilities. A total of 20 households are projected to be assisted under URP15.

This Assistance Policy describes who is eligible to apply for assistance under URP15, how applications for assistance will be received, what the form of assistance is and how the repair/modification process will be managed. The City has tried to design this URP15 project to be fair, open, and consistent with the City's approved application for funding and with NCHFA's URP Program Guidelines.

The funds provided by NCHFA come from the North Carolina Housing Trust Fund.

Eligibility: To be eligible for assistance under URP15 applicants must meet the following requirements.

1) Must reside within the City of High Point and own and occupy the home in need of repair.
2) Must have a household income which does not exceed 50% of the State median income for the household size (see income limits below).
3) Must have one or more fulltime household members with special needs (i.e., be elderly (≥ 62 years old), handicapped or disabled, a large family with ≥ 5 household members or a household with a child below the age of six with an elevated blood lead level (between 10 µg/dl and 19 µg/dl).
4) Must have urgent repair needs, which cannot be met through other state or federally-funded housing assistance programs.

URP Income Limits (Statewide)*

Number in Household	*30% of Median Income (very low income)*	*50% of Median Income (low income)*
1	$12,150	$20,250
2	$13,900	$23,150
3	$15,650	$26,050
4	$17,350	$28,950
5	$18,750	$31,250
6	$20,150	$33,600
7	$21,550	$35,900
8	$22,950	$38,200

**Income limits are subject to change based on annually published HUD HOME Limits.*

Selection of applicants: The City shall select recipients on a first-come, first-served based on applications received from eligible applicants. NOTE: For a true emergency situation (e.g., tree falls on roof, sewer backup, etc.), the application and eligibility assessment shall be expedited and work shall begin as soon as feasibly possible (see Item #10 of Procurement Policy for more information).

The NCHFA Program guidelines require that a minimum of 50% of the households assisted must have incomes which are less than 30% of the area median income for the household size, and no household with an income exceeding 50% of the area median income will be eligible. This guideline will be adhered to strictly and will be a key factor in selection of those households served under the grant.

Recipients of assistance under the URP15 will be chosen by the above criteria without regard to race, creed, sex, color, or national origin.

The definitions of special needs' population under the URP15 are as follows:

- Elderly: An individual aged 62 or older.
- Disabled: A person who has a physical, mental or development disability that greatly limits one or more major life activities, has a record of such impairment, or is regarded as having such an impairment.
- Large Family: A large family household is composed of five or more individuals, with at least four being immediate family members.
- Head of Household: The person or persons who own(s) the house.
- Household Member: Any individual who is an occupant (defined below) of the unit to be rehabilitated shall be considered a "household member" (the number of household members will be used to determine household size and all household members are subject to income verification).
- Occupant: An occupant is defined as any immediate family member (mother, father, spouse, son/daughter of the head of the household, regardless of the time of

occupancy); or non-immediate family member who has resided in the dwelling at least three month prior to the submission of the family's application.

- Child with elevated blood lead level: A child below the age of six with an elevated blood lead level between 10 µg/dl and 19 µg/dl.
- Emergency: A situation where a household member has an immediate threat of being evicted or removed from a home due to health or safety issues within a time frame that the program can complete a repair to stop eviction or removal.

To complement the City's marketing infrastructure (e.g., the City's website – www.highpointnc.gov), the City shall utilize its referral relationships to identify applicants, including the following organizations:

- City of High Point Customer Service Department – relief for utility payments
- Housing Consultants Group – MPP, budgeting, homeownership counseling
- Guilford County Public Health Department – children tested for lead-based paint
- NC World Relief – unique needs of immigrant/refugee populations
- Piedmont Triad Regional Council (Weatherization Program) – eligible program rehabilitations
- United Way of Greater High Point – variety of services

What is the form of assistance under URP15? The City will provide assistance to homeowners, whose homes are selected for repair/modification in the form of a loan. Homeowners will receive an unsecured deferred, interest-free loan, forgiven at a rate of $1,000 per year, until the principal balance is reduced to zero.

What is the amount of the loan? The amount of the loan will depend on the scope of work necessary to address the identified imminent threats to life and/or safety, and that will be determined by the City's rehabilitation specialist. There is no minimum to the amount of the loan; however, the maximum life-time limit according to the guidelines of the City's program is $8,000.

What kinds of work will be done? Only repairs that alleviate housing conditions which pose an imminent threat to the life and/or safety of occupants of the dwelling unit or accessibility modifications will be performed under the City's URP. It should be noted that all deficiencies in a home may not be rectified with the available funds.

All work that is completed under URP15 must meet or exceed NC State Residential Building Code standards and be done in compliance with all state or local permitting, inspections, licensing and insurance requirements.

Who will do the work on the homes? The City is obligated under URP15 to ensure that quality work is done at reasonable prices and that all work is contracted through a fair, open and competitive process. To meet those very difficult requirements, the City will invite bids only from contractors who are part of an approved contractors' list.

The City has an existing approved contractors' list for its existing rehabilitation programs. If other contractors wish to apply they are welcome to do so through the following process:

1) Fill out a contractor's questionnaire form which includes references, financial information, and recent jobs completed (contact: Ed Brown @ 336-883-8522).
2) Provide appropriate documentation, including licenses and liability insurance.

The City of High Point is an equal opportunity employer, implements non-discriminatory practices in its procurement/disbursement and will make special outreach efforts to include M/WBE (Minority/Women Business Enterprise) businesses within its contractor and subcontractor pool. For additional information about the approved contractor registry and other contractor procurement information, please refer to Exhibit A: Procurement and Disbursement Policy, attached.

What are the steps in the process, from application to completion? Now that you have the information about how to qualify for the City of High Point's URP15, what work can be done, and who will do it, let's go through all the major steps in the process:

1) **Completing an Application form:** Homeowners who wish to apply for assistance should contact April Jones, Office Support, at (336) 883-3349 or visit the City's website at www.highpointnc.gov/cd. Proof of ownership and income will be required. Those who have applied for housing assistance from the City in the past will not automatically be reconsidered. A new application will need to be submitted.

2) **Preliminary inspection:** The City's Project Manager will visit the homes of applicants to determine the need and feasibility of repairs/modifications.

3) **Screening of applicants:** Household income will be verified for program purposes only (information will be kept confidential). Ownership of property will be verified along with other factors.

4) **Applicant interviews:** Approved applicants will be provided detailed information on assistance, program repair/modification standards and the contracting procedures associated with their project at this informational interview.

5) **Work write-up:** The City's Project Manager will visit the home again for a more thorough inspection. All parts of the home must be made accessible for inspection, including the

attic and crawlspace, if any. The owner should report any known problems such as electrical short circuits, blinking lights, roof leaks and the like. The Project Manager will prepare complete and detailed work specifications (known as the "work write-up"). The Project Manager shall review the work write-up with the homeowner and obtain written acceptance of the work write-up from the homeowner. A final cost estimate will also be prepared by the Project Manager and held in confidence until bidding is completed.

6) **Bidding:** The work write-up and bid documents will be sent to a minimum of three contractors on the Approved Contractors' Registry who will be given one week in which to inspect the property and prepare bid proposals. Each will need access to those areas of the house, in which work is to be performed, in order to prepare a bid. Bids will be opened in the City's Purchasing Department.

7) **Contractor selection:** Within 24 hours of the bid opening, after review of bid breakdowns and timing factors, the winning bidder will be selected. All bidders and the homeowner will be notified of (1) the selection, (2) the amount, (3) the amount of the City's cost estimate, and (4) if other than the lowest bidder is selected, of the specific reasons for the selection. If the lowest bid is more than 15% below the project manager's estimate, the contractor shall have the option of withdrawing the bid. If the contractor wishes to maintain the bid, the project manager will analyze the bid with the contractor line item by line item to be certain the contractor properly understands the scope of work and the expected level of quality. If the contractor affirms to the project manager that he/she can and will satisfactorily meet the terms of the work write-up at the bid price, the bid shall be treated as valid. If not, the project manager shall negotiate a contract with the next lowest bidder.

8) **Execution of loan and contract:** The loan will be executed as well as the repair/modification contract. This contract will be between the contractor and the homeowner, with the City serving as the homeowner's agent. The total loan amount will never exceed $8,000 for project hard costs.

9) **Pre-construction conference:** A pre-construction conference will be held at the home. At this time, the homeowner, contractor and program representatives will discuss the details of the work to be done. Starting and ending dates will be agreed upon, along with any special arrangements such as weekend or evening work hours and disposition of items to be removed from the home (such as old plumbing, etc.). Within 24 hours of the pre-construction conference, the City will issue a "proceed order" formally instructing the contractor to commence by the agreed-upon date. NOTE: A "proceed order" will not be issued until the contract between the contractor and the homeowner has been executed.

10) **Construction:** The contractor will be responsible for obtaining any required building permits for the project before beginning work. The permit must be posted at the house during the entire period of construction. Program staff will closely monitor the contractor during the construction period to make sure that the work is being done

according to the work write-up (which is made a part of the rehabilitation contract by reference) and in a timely fashion. Code Enforcement Officers will inspect new work for compliance with the State Building Code as required by the guidelines of URP15. The homeowner will be responsible for working with the contractor toward protecting personal property by clearing work areas as much as practicable.

11) **Change Orders:** All changes to the scope of work must be reduced to writing as a contract amendment ("change order") and approved by all parties to the contract: the owner, the contractor, the Project Manager and the City's Community Development and Housing Director (or his designee). If the changes require an adjustment in the loan amount, a loan modification stating these changes in the contract amount must be completed by the City, and executed by the owner.

12) **Payments to contractor:** The contractor will be paid following the inspection and satisfactory completion of all items on the work write-up, as well as, the receipt by the City, of the contractor's invoice and a release of liens, signed by all sub-contractors employed on the job and by all material suppliers from whom materials for the job were purchased.

13) **Post-construction conference:** Following construction the contractor and the Project Manager will sit down with the homeowner one last time. At this conference the contractor will hand over all owner's manuals and warranties on equipment. The contractor and Project Manager will go over operating and maintenance requirements for any new equipment installed and discuss general maintenance of the home with the homeowner. The homeowner will have the opportunity to ask any final questions about the work.

14) **Closeout:** Once each item outlined in section 13 has been satisfied and the homeowner has signed a Certificate of Satisfaction, the job will be closed out.

What are the key dates? If, after reading this document, you feel that you qualify for this program and wish to apply, please keep the following dates in mind:

- Applications shall be available to the public starting on the date the NCHFA URP15 Funding Agreement is executed. It is anticipated that the execution of the Funding Agreement will occur on or before October 1, 2015.
- Resources for this program shall be available through November 30, 2016 or when resources have been spent, whichever occurs first.

How do I request an application? Please contact:

April Jones, Office Support
City of High Point, Community Development and Housing Department
211 S. Hamilton Street, Room 312
High Point, NC 27260
336-883-3349 OR april.jones@highpointnc.gov

Is there a procedure for dealing with complaints, disputes and appeals? Although the application process and repair/modification guidelines are meant to be as fair as possible, the City of High Point realizes that there is still a chance that some applicants or participants may feel that they are not treated fairly. The following procedures are designed to provide an avenue for resolution of complaints and appeals.

During the application process:

1) If an applicant feels that his/her application was not fairly reviewed and would like to appeal the decision made about it, he/she should contact Housing Specialist, Toni Jackson, within five days of the initial decision and voice their concern. If the applicant remains dissatisfied with the decision, the detailed complaint should be put into writing.
2) A written appeal must be made within 10 business days of the initial decision on an application.
3) The City of High Point will respond in writing to any complaints or appeals within 10 business days of receiving written comments.

During the repair/modification process:

1) If the homeowner feels that repairs or modifications are not being completed according to the contract, he/she must inform the contractor and the Project Manager.
2) The Project Manager will inspect the work in question. If he finds that the work is not being completed according to contract, the Project Manager will review the contract with the contractor and ask the contractor to remedy the problem.
3) If problems persist, a mediation conference between the homeowner and the contractor may be convened by the Project Manager and facilitated by the City's Community Development and Housing Director ("Director") or his designee.
4) Should the mediation conference fail to resolve the dispute, the Director will render a written final decision.
5) If the Project Manager finds that the work is being completed according to contract, the complaint will be noted and the Project Manager and the homeowner will discuss the concern and the reason for the Project Manager's decision.

Will the personal information provided remain confidential? Yes. All information in applicant files will remain confidential. Access to the information will be provided only to City employees who are directly involved in the program, the North Carolina Housing Finance Agency and auditors.

What about conflicts of interest? No officer, employee or other public official of the City, or member of the City Council, or entity contracting with the city, who exercises any functions or responsibilities with respect to URP15 shall have any interest, direct or indirect, in any contract or subcontract for work to be performed with program funding, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. Relatives of City employees, Council Members and others closely identified with the City, may be approved for rehabilitation assistance only upon public disclosure before the City's Community Development and Housing Director and written permission from NCHFA.

What is the marketing and referral process of the program? The City will market the program through its own website, develop a press release, publish in the local newspaper and through other partners, including United Way, Latino Family Center and other local non-profits and agencies.

Who can I contact about URP15? Any questions regarding any part of this application or program should be addressed to:

Richard C. Fuqua
Affordable Housing Manager, CD&H Department
211 S. Hamilton St., Rm. 312
High Point, NC 27260
336-883-3349
richard.fuqua@highpointnc.gov

This Assistance Policy is adopted this 20th day of July 2015.

Mayor William S. Bencini, Jr. _____

******TO BE PLACED IN PROJECT FILE******

Acknowledgement of Receipt

I acknowledge receipt of a copy of the URP15 Assistance Policy and was provided the opportunity to review the document with City staff.

_____

Owner Date

Read/Reviewed
Approved
SC 06/22/15

THIRD AMENDMENT TO LEASE

THIS THIRD AMENDMENT TO LEASE ("Agreement") made and entered into effective as of July 1, 2015 (the "Effective Date") by and between the City of High Point, ("Lessor"), and IHFC Properties, LLC, a Delaware limited liability company ("Lessee").

BACKGROUND

WHEREAS, Lessor and Lessee's predecessor-in-interest, Southern Furniture Exposition Building, Inc., a North Carolina corporation, entered into an Indenture of Lease dated June 1, 1973 as amended by that certain Amendment to Lease dated February 21, 1974, and hat certain Second Amendment to Lease dated July 1, 2014 (collectively the "Lease") for real estate more particularly described in Exhibit A to the Lease and recorded at Deed Book 2714 page 483; such real estate generally known as 210-220 E. Commerce Avenue, High Point, North Carolina 27260;

WHEREAS, pursuant to the Lease as amended, Lessee, among other things, constructed and tendered to Lessor a theater and office complex (the "Theater") in compliance with building plans and specifications approved by Lessor in the Lease, and provides heating and cooling services to the Theater pursuant to mutually agreed upon terms and conditions;

WHEREAS, the parties wish to extend the period of time during which the HVAC Services will be provided;

NOW THEREFORE, for good and valuable consideration duly received and acknowledged by the parties to be adequate and sufficient for the terms contained herein Lessor and Lessee hereby agree that the Lease is modified and amended by this Agreement as follows:

1. **Duration of HVAC Services**

   Lessee shall continue to provide the HVAC Services for the period July 1, 2015 through and including June 30, 2016 ("Service Period"). Any renewals or extensions of the Service Period shall be upon mutual agreement of the parties and shall be in writing.

2. **Cost of HVAC Services**

The cost of HVAC Services shall be $7,200.00 per month (the "Service Charge") for a total annual cost of $86,400.00 for the Service Period. The monthly cost shall be subject to review each January 1st of any Service Period and, in the event it is determined that the cost shall be adjusted, such adjustment shall be communicated to the Lessor in writing and shall take effect upon the renewal of the HVAC Services.

Read/Reviewed
Approved
SC 06/22/15

3. Payment for Services

Payment for HVAC Services shall be made payable to IHFC Properties, LLC and shall be remitted to the following payment address:

IHFC Properties, LLC
P.O. Box 535595
Atlanta, GA 30353-5595

4. Notices

For purposes of this Agreement, any notice relative to the HVAC Services shall be given as follows:

If to Lessee:
International Market Centers
Mr. Joe Roux
Director of Facilities
209 South Main Street
High Point, NC 27260
Phone: (336) 888-3730

If to Lessor:
High Point Theater
Mr. David S. Briggs
220 E. Commerce Avenue
High Point, NC 27260
Phone: (336) 883-3627

5. Lessor and Lessee each mutually covenant, represent and warrant to the other that it has had no dealings or communications with any broker or agent in connection with this Agreement and, to the extent permitted by law, each covenants and agrees to pay, hold harmless and indemnify the other from and against any and all cost, expense (including reasonable attorneys' fees) or liability for any compensation, commission or charges to any broker or agent claiming through the indemnifying party with respect hereto.

6. Lessor represents and warrants that it has taken all corporate, partnership or other action necessary to execute and deliver this Agreement, and that this Agreement constitutes the legally binding obligation of Lessor enforceable in accordance with its terms. Lessor shall save and hold Lessee harmless from any claims, or damages including reasonable attorneys' fees arising from Lessor's misrepresentation of its authority to enter into and execute this Agreement.

7. Capitalized undefined terms used herein shall have the respective meanings given such terms in the Lease. In the event of a conflict between the terms of this Agreement and the terms of the Lease, the terms of this Agreement shall supersede and control.

8. The parties acknowledge and agree that all terms and conditions of the Lease shall remain in full force and effect, except as modified by the terms and conditions of this Agreement.

Read/Reviewed
Approved
SC 06/22/15

IN WITNESS WHEREOF, this instrument has been executed by the parties hereto the day and year first above written.

LESSOR:
THE CITY OF HIGH POINT

By: _____
William S. Bencini
Mayor

ATTEST:

By: _____
Lisa Vierling
City Clerk

LESSEE
IHFC PROPERTIES, LLC

By: _____

Name: Scott Eckman
Its: Executive Vice President of Marketing & Furniture Leasing

By: _____

Name: Robert Maricich
Its: Chief Executive Officer

LEASE AGREEMENT NO. NCM139

THIS AGREEMENT NO. NCM139 dated as of July 21, 2015 by and between ePlus Group, inc. ("Lessor"), a Virginia corporation whose principal place of business is 13595 Dulles Technology Drive, Herndon, Virginia 20171 and City of High Point ("Lessee") whose principal place of business is 211 S. Hamilton Street, High Point, NC 27260.

Lessor desires to lease to Lessee the Asset(s) (as hereinafter defined) and Lessee desires to lease the Asset(s) pursuant to the terms hereof. By its execution below, Lessee represents that (i) it has read, understands and agrees to the terms and conditions hereof and (ii) as of the date of execution hereof, all of the covenants, warranties and representations set forth herein apply with full force and effect. **IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date last set forth below.

LESSOR: ePLUS GROUP, INC.

8/25/15

SIGNATURE DATE

STEVEN MENCARINI
SENIOR VICE PRESIDENT

TYPED NAME & TITLE

LESSEE: CITY OF HIGH POINT

8/10/15

SIGNATURE DATE

Gregory Demko, City Manager

TYPED NAME & TITLE

TERMS AND CONDITIONS

1.0 Definitions. For purposes of the Agreement, the following definitions will apply:
"Acceptance Date" is the date upon which Lessee certifies the Asset(s) to be accepted and in conformity with the criteria set forth in the Acceptance Certificate attached to each Schedule. Lessee (i) agrees that reasonable opportunity for inspection shall be five (5) working days, inclusive, from the date of Asset delivery; and (ii) agrees to deliver the Acceptance Certificate or to notify Lessor of rejection of the Asset(s) within such inspection period. Upon delivery of the Acceptance Certificate or failure of Lessee to notify Lessor of rejection, it shall be conclusively presumed that the Asset(s) meet Lessee's requirements in all substantial respects.
"Asset(s)" means the personal property, including any hardware, software, or licensed products described in the Schedule. If serial numbers are not initially provided, Lessee hereby authorizes Lessor to insert, when available, actual serial numbers on Lessor's copy of the Schedule.
"Assignee" means the entity to whom the rights, title and interest of Lessor in, to and under a Schedule may be transferred.
"Commencement Date" means the date upon which the term of each Schedule begins, which shall be the delivery date of the Asset(s).
"Fiscal Period" means the period of time over which funds are regularly and periodically appropriated by or for Lessee.
"Lessee" means the entity leasing the Asset(s) from Lessor.
"Lessor" means the entity listed above as Lessor and, except where the context requires otherwise, Assignee.
"Payments" means all Payments per period payable by Lessee under each Schedule.
"Schedule" means each agreement entered into by and between Lessee and Lessor which incorporates these Terms and Conditions.
"Software License Agreement" means the agreement that provides for the perpetual license to the software ("Software") leased hereunder.
"Term" means the period of time from the Commencement Date until termination of the Schedule.
"Renewal Schedule Term" means any period subsequent to the initial Term as set forth on the Schedule.

2.0 Implementation. The following shall be considered a single transaction and a legal and binding agreement: (i) these Terms and Conditions and (ii) a Schedule incorporating the Agreement Terms and Conditions. Such Schedule shall constitute the complete agreement between the parties for the lease of the Asset(s) referenced therein and shall supersede all prior agreements, written or oral. In cases of conflict among the documents, the order of precedence shall be (1) Schedule and (2) these Terms and Conditions.

3.0 Term. The Term for each Schedule shall be as set forth thereon. Until either party provides the other with prior written notice of termination, Renewal Schedule Terms of each Schedule shall extend automatically, at the Payment last in effect, for successive three-month terms beyond the expiration of the initial Term. All such terminations are effective only (i) following written notice received not less than ninety (90) days, but not more than one hundred eighty (180) days prior to the end of the Schedule Term, (ii) on the last day of the Schedule Term or Renewal Schedule Term then in effect and (iii) with respect to not less than all Asset(s) under a Schedule. Notice of termination by Lessee may not be revoked without Lessor's consent.

4.0 Amount and Times of Payment. Lessee agrees to make Payments in the amounts and at the times set forth in the Schedule.
4.1 Late Charges. Payments received after the due date will be subject to a late charge at the rate of 1.5% per month (or at the highest rate allowed by law, if less) on any outstanding amount thereof from the Payment due date until the date of receipt by Lessor.
4.2 Payments Unconditional. The obligations of Lessee to make the Payments and to perform and observe the covenants and agreements contained herein shall be absolute and unconditional in all events and Lessee shall not assert any right of set-off or counterclaim against its obligation to make such Payments. Notwithstanding the foregoing, Lessee's obligations for years following the initial fiscal year under each schedule shall be subject to the legislature's appropriation of funds and Lessee having sufficient funds from appropriations or other sources to pay the Payments, provided that Lessee agrees to use its best efforts to obtain such funds and agrees that Lessee's possession of sufficient funds will be established if Lessee fails to pay all of the Payments under any Schedule and, instead, uses funds to fulfill the purposes for which the Assets under the Schedule were obtained by other means.

5.0 Care and Use of Asset(s). Lessee, at its own expense, will obtain maintenance during the Term to keep the Asset(s) in good operating condition and appearance.
5.1 Inspection. With reasonable prior notice, Lessee will allow Lessor to enter the premises where the Asset(s) is located during normal business hours to inspect the Asset(s).
5.2 Release and Responsibility Covenants. Except as may directly result from Lessor's gross negligence or willful misconduct, Lessee, and not Lessor, shall bear responsibility for any and all liabilities, obligations, losses, claims, and damages whatsoever, regardless of cause thereof, and expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties and interest arising out of or as the result of the entering into the Schedule, the manufacture or ownership of any Asset, the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any Asset resulting in damage to property or injury to or death to any person including, without limitation, any claim alleging latent or other defects, whether or not discoverable by Lessor or Lessee; any claim for patent, trademark or copyright infringement; and any claim arising out of liability in tort. Lessee's responsibility under this Section shall continue in full force and effect notwithstanding the full payment of all obligations under the Schedule or the termination thereof for any reason. Promptly upon learning of any claim or liability arising hereunder, Lessee and Lessor agree to give the other party prompt notice thereof.
5.3 Taxes. Lessee will comply with all laws and declare and pay all taxes,fees, levies, and licenses relating to the Asset(s) and Lessee's obligations hereunder, including, but not limited to, sales and use taxes, gross receipts taxes, registration fees, license fees, personal property and and all other taxes, licenses and charges imposed on the ownership, possession of or use of the Asset(s) during the Term, together with interest and penalties. Notwithstanding the foregoing, Lessee will not be obligated to pay taxes based solely upon Lessor's net income.
5.4 Assignment/Relocation by Lessee. Without the prior written consent of Lessor and Assignee, Lessee agrees not to lease, assign, relocate or transfer all or any part of its rights and obligations under the Agreement or in the Asset(s).
5.5 Delivery of Related Documents. Lessee will sign or provide the following documents satisfactory to Lessor: (i) Opinion of Counsel; (ii) Essential Use Questionnaire; (iii) Acceptance Certificate;; (v) Insurance Certificate, or, if Lessor has agreed to Lessee's self-insurance, a detailed description of such plan; (vi) Financing Statements; (vii) Notices of Assignment; (viii) Other documents as reasonably requested by Lessor for the purpose of carrying out the transactions described in the Schedule.
5.6 Transportation and Installation Charges. Lessee shall be responsible for all charges relating to the transportation of Asset(s) to Lessee's location and installation at such location.
5.7 Insurance. Lessee, at its expense, shall maintain all risks, including fire and extended coverage, insurance against loss, theft, damage, or destruction of the Asset(s), in an amount not less than the applicable Casualty Value set forth in the Schedule. This coverage shall have standard commercial terms and conditions and may not contain endorsements excluding coverage for mysterious or mere disappearance, seizure or other governmental acts or dishonesty of Lessee's officers or employees or restrict recovery for the kinds of Asset(s) covered by the Lease. Lessee shall further, at its expense, provide and maintain comprehensive public liability insurance in an amount of $1,000,000 per occurrence against claims for bodily injury, death and/or property damage arising out of the use, ownership, possession, operation or condition of the Asset(s), together with such other insurance as may be required by law. Both coverages shall name Lessee as an insured and Lessor and Assignee(s) as additional insureds and loss pay as their respective interest may appear, shall be satisfactory to Lessor, and shall contain a clause requiring theInsurer to give Lessor at least one month prior written notice of the cancellation or any alteration in the terms of such policy. No insurance shall be subject to any co-insurance clause. Each insurance policy shall be with an insurance carrier licensed to provide the insurance required herein in the State where the Asset(s) are located. Lessor is hereby appointed as Lessee's attorney-in-fact in connection with payments made with respect to the Asset(s) as a result of such insurance policies. Lessee will not make adjustments with insurers except with Lessor's prior written consent, which consent shall not be unreasonably withheld. Lessee shall furnish to Lessor certificates of insurance or other evidence satisfactory to Lessor that such insurance coverage is in effect and that Lessor and Assignees are named as additional insureds, and, upon Lessor's request, Lessee shall promptly provide Lessor with a copy of the insurance policy. Lessee's liability for loss shall not be diminished by any insurance payment less than the actual amount of the loss
5.8 Risk of Loss.
(a) With regard to the Asset(s), commencing upon delivery and continuing throughout the Term, Lessee hereby assumes and shall bear the risk of loss for any reason with respect to any damage, destruction, loss, theft, or governmental taking, whether partial or complete and whether through any fault or neglect of Lessee or otherwise.
(b) If any Asset is damaged, Lessee shall promptly notify Lessor and shall, at Lessee's expense, within sixty (60) days of such damage, cause to be made repairs necessary to return such Asset to its previous condition. Lessee shall then be entitled to receive from Lessor any insurance received by Lessor in connection with such damage.
(c) In the event any Asset is destroyed, damaged beyond repair, lost, stolen, or taken by governmental action for a stated period extending beyond the Term of any Schedule (an "Event of Loss"), Lessee shall promptly notify Lessor and pay to Lessor, on the next Payment date following such Event of Loss, an amount equal to the Casualty Value amount for such Asset as set forth on the Schedule. After payment of such Casualty Value amount and all Payments due and owing on or before such Payment date, Lessee's obligation to pay further Payments allowable to the Asset which suffered the Event of Loss shall cease. After paying such Casualty Value amount to Lessor, Lessee shall be entitled to receive from Lessor any insurance received by Lessor in connection with such Event of Loss.
(d) In the event of a governmental taking of any Asset for an indefinite period or a stated period which does not extend beyond the Term, all obligations of Lessee with respect to such Asset (including payment of Payments) shall continue. So long as Lessee is not in default hereunder, Lessor shall pay to Lessee all sums received by Lessor from the government by reason of such taking.
5.9 Advances. In the event Lessee fails to make any payments or perform or comply with any of its covenants or obligations herein contained, Lessor may (but shall be under no obligation to) advance such amounts as are necessary to cure such failure. Lessee agrees to pay immediately upon Lessor's request to pay, together with interest thereon at the rate of 1.5% per month, or the highest rate allowable by law, if less, from the date the advance was made until the date Lessor is repaid all amounts so advanced by Lessor.

6.0 Title. Title to the Asset(s) will be retained by Lessor. Lessee shall not have any right, title or interest in the Asset(s) or in any additions, replacements, repairs or modifications thereto except as expressly set forth in the Agreement. Lessee agrees to execute or allow Lessor to execute on Lessee's behalf Uniform Commercial Code financing statements evidencing the interests of Lessor or its assigns in any Schedule, any amounts due thereunder, or the Asset(s). Lessee further agrees that Lessor is authorized to file financing statements without the signature of Lessee with respect to any or all of the Assets. Lessee shall at its expense keep the Asset(s) free and clear of all levies, liens, and encumbrances, except those in favor of Lessor or its assigns.
6.1 Personal Property. The Asset(s) will remain personal property and will not be so affixed to realty as to change its character to a fixture or realty.
6.2 Alterations, Additions, Attachments. In the event Lessee must return the Asset(s), and at Lessor's request, Lessee, at its expense, will remove all alterations, additions, and attachments and repair the Asset(s) as necessary to return them to the condition in which they were furnished, reasonable wear and tear accepted. If, upon repossession of the Asset(s), alterations, additions or attachments have been made to the Asset(s) which cannot be removed

without damaging same, Lessee agrees to convey to Lessor unencumbered title to such alterations, additions and attachments. Any replacement and repair parts are Asset(s) subject to the terms of the Schedule.

6.3 Asset Return. On the last day of the Schedule Term or on any earlier termination date as provided herein, including termination of the Agreement pursuant to Sections 7.1 or 8.0, Lessee shall return the Assets to Lessor in good repair, condition and working order, ordinary wear and tear alone excepted, to the location specified by Lessor. Each Asset returned shall be the Whole Unit. Whole Units shall be defined as follows: (i) Servers consisting of CPUs and or processors, server cabinets, memory, base disk drives, expanded disk storage, storage controllers, network controllers, graphics cards, power supplies, cables, tapes drives and external devices to include disk subsystems, optical systems, additional tape drives, manuals, etc. (ii) Personal Computers and/or Desktops consisting of the CPU, memory, hard drives, monitor, modems, CD ROM, diskettes drives, Ethernet cards, keyboards, manuals, etc. (iii) Printers consisting of base printer, cables, memory, trays, etc. (iv) Laptops consisting of memory, hard drives, modems, CD ROM, diskettes drives, Ethernet cards, manuals, etc., and (v) Individual Hubs and Routers consisting of all internal devices. All copies of operating software which were pre-loaded on the Assets when delivered to Lessee or included in the Schedule shall be returned to Lessor at the conclusion of the Schedule Term. Lessee shall further take all actions reasonably required to transfer Lessee's rights under all software licenses to Lessor, to the extent permitted by such license, including, but not limited to, destroying all additional copies of such software and certifying the same to the best of its knowledge to Lessor. Lessee shall arrange and pay for deinstallation and packing in accordance with the manufacturer's specifications and for insured transportation to the destination, such insurance coverage to be not less than the Assets Casualty Value last in effect. Lessee shall, at its expense, cause each returned Asset to be repaired as necessary to qualify for maintenance by the manufacturer and to contain all current manufacturer-prescribed engineering changes. If on the last day of the Schedule Term, Lessee shall fail to return to Lessor any Asset listed on the Schedule, or shall return any Asset not in good repair, condition and working order, ordinary wear and tear excepted, at Lessor's option either (i) Lessee shall be treated as a holdover tenant for all of the Assets listed on the Schedule for a Renewal Schedule Term of one year and shall continue to pay the Payment in the amount set forth in the Schedule for all Assets or (ii) Lessee shall immediately pay to Lessor the Casualty Value last in effect for all Assets listed on the Schedule. In no event may Lessee avoid the effect of this provision by returning less than all Assets listed on any Schedule or by returning substitute Assets unless Lessor, in its sole discretion, shall expressly agree in writing. This Section shall not derogate from Lessor's right, to be exercised in its sole discretion, to obtain return of all Assets on the last day of any Schedule Term, or to declare an Event of Default for any failure of Lessee to so return the Assets.

7.0 Default. Any of the following events shall constitute a default:
(a) Lessee fails to make any Payment when due.
(b) Lessee fails to observe or perform any other covenant, condition, agreement or warranty of a Schedule and such failure continues for ten (10) days without cure after Lessor provides Lessee written notice of such failure.
(c) The determination by Lessor that any representation or warranty made by Lessee was untrue in any material respect upon execution of the Schedule.
(d) Lessee becomes insolvent, makes an assignment for the benefit of creditors, applies for or consents to the appointment of a receiver, trustee, conservator or liquidator of Lessee or of all or a substantial part of its assets, or a petition is filed by or against Lessee under the federal bankruptcy laws or any similar state or federal laws providing for the relief of debtors.

7.1 Remedies. Upon the occurrence of an event of a default, without further notice or demand, Lessor may at its option do any or all of the following with regard to any or all Schedules:
(a) Terminate a Schedule or Schedules by providing written notice to Lessee;
(b) Take possession of the Asset(s) wherever situated without liability for entering the premises where the Asset(s) is located;
(c) Sell, lease, rent or use the Asset(s) at its sole discretion. Lessee remains liable for arrears of payments, the costs of taking possession of the Asset(s) including storage, repair, and return pursuant to Section 6.3, court costs and attorneys' fees, sale or lease costs, and the balance due under the Agreement. The proceeds of such sale or lease of the Asset(s) shall be applied toward the balance due after deducting the aforementioned costs and payments. For purposes of this provision, the balance due shall be equal to the Casualty Value amount set forth on the Schedule as of the date of default;
(d) By notice to Lessee, and to the extent permitted by law, declare immediately due and payable and recover from Lessee, as liquidated damages and not as a penalty, the sum of (a) the Casualty Value set forth on the Schedule as of the date of default, or if Casualty Values are not shown on such Schedule, all Payments due during the remainder of the Schedule Term; (b) all Payments and other amounts due and payable on or before the date of default; and (c) costs, fees (including all attorney's fees and court costs), expenses and (d) interest on (a) and (b) from the date of default at 1 1/2% per month or portion thereof (or the highest rate allowable by law, if less) and, on (c) from the date Lessor incurs such fees, costs or expenses.; and
(e) Take any court action at law or in equity to enforce performance of the obligations or covenants of the Schedule and to recover damages for the breach thereof.

7.2 No Remedy Exclusive, Waiver. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under the Agreement now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof. ~~Lessee hereby expressly waives any governmental or sovereign immunity which it may have to Lessor asserting any of the rights or remedies provided herein for Lessee's default. This waiver shall be severable from any other provisions in the Agreement or Schedule, so that it shall survive regardless of any determination regarding any other portion of the Agreement or Schedule. Lessee warrants that it has taken all necessary steps to authorize this waiver and is authorized to provide it as an inducement to Lessor to provide Lessee with the Assets covered by this Agreement.~~

8.0 Termination for Non-Appropriations. Lessee intends to continue each Schedule for its Term, to pay the Payments and make other payments due hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Payments during the Term can be obtained. Lessee's chiefe executive officer shall use its best efforts and intends to do all things lawfully within its power to obtain and maintain funds from which the Payments may be made. Notwithstanding the foregoing, Lessee's obligations to pay any amounts due for those Fiscal Periods succeeding the Fiscal Period first in effect at the Commencement Date are contingent upon legislative appropriation or approval of funds for that purpose. Therefore, Lessee may terminate this Lease Agreement and all Schedules with respect to not less than all of the Asset(s) hereunder effective as of the end of any of its succeeding Fiscal Periods (the "Termination Date") by giving Lessor and Assignee sixty (60) days prior written notice that the Schedule will terminate in accordance with the provisions of Section 8.0 by reason of failure of appropriation of adequate funds to pay the Payments to be due on or after the Termination Date. All obligations of Lessee to make Payments due after the Termination Date will cease and all interests of Lessee in the Asset(s) will terminate. Lessee represents and warrants it has adequate funds to meet its obligations during the first Fiscal Period of the Term. Lessee further warrants that the Asset(s) on the Schedule are and will be essential to its basic functions for the entire Schedule Term. Nothing contained herein constitute a pledge of the general revenues, funds or monies of Lessee beyond the Fiscal Period for which sufficient funds have been appropriated to pay Payments hereunder.

9.0 Assignment. Lessee understands that Lessor may assign its right, title and interest in a Schedule, the Asset(s), and all rights to receive Payments to an Assignee, which may upon notice to Lessee subsequently re-assign same to its assignee, subject to the rights of Lessee hereunder. Lessee consents to such assignments and agrees to send all Schedule notices to both Lessor and Assignee. All rights of and indemnifications to Lessor will inure to such Assignee. No such Assignee will be obligated to perform any of the obligations of Lessor. Lessee agrees to make payments required under the Schedule directly to such Assignee without abatement or reduction of any kind.

10.0 Warranties and Representations of Lessee. Lessee represents, covenants and warrants for the benefit of Lessor and Assignee(s):
(a) Lessee is organized and existing under and by virtue of the authorizing statute or constitutional provisions of the State of North Carolina ("State");
(b) Lessee is authorized under the Constitution and laws of the State to enter into the transactions contemplated hereby and to perform all of its obligations hereunder;
(c) No approval, consent or withholding of objection is required from any governmental authority with respect to the entering into or performance by Lessee of the Schedule;
(d) Lessee represents that the execution and delivery of each Schedule has been duly authorized, constitutes a legal, valid and binding agreement of Lessee and that all requirements have been met and procedures have occurred in order to ensure the enforceability of the Schedule (except as such enforceability may be limited by bankruptcy, insolvency or other laws affecting creditors' rights generally, and by the application of equitable principles if equitable remedies are sought), and Lessee has complied with such public bidding requirements as may be applicable to each Schedule and the acquisition by Lessee of the Asset(s) hereunder. Lessee specifically warrants that all necessary authorizations for this lease have been obtained and the officer signing on Lessee's behalf is fully empowered to do so, and Lessee agrees to indemnify Lessor from any losses Lessor may suffer as a result of any defect in authorization or authority and agrees that this indemnity will survive any adverse determination on the validity of this Agreement or any Schedule thereto.;
(e) The entering into and performance of the Schedule will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of Lessee or on the Asset(s) pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Lessee is a party or by which it or its assets may be bound;
(f) There are no actions, suits or proceedings pending or, to Lessee's knowledge, threatened against or affecting Lessee in court or before any governmental commission, board or authority which, if adversely determined, will have a material, adverse effect on the ability of Lessee to perform its obligations under the Schedule;
(g) The use of the Asset(s) is essential to Lessee's proper, efficient and economic operation;
(h) Lessee understands and agrees that Lessor is relying on the essential nature of the Asset(s) to Lessee and upon Lessee's covenant to complete full implementation of the Asset(s) and any system associated therewith (the "Project"). In the absence of such a covenant by Lessee, Lessor would not provide the financing for the project under the Schedule. Failure to honor this covenant shall be a material breach of the Schedule and constitute an event of default hereunder, independent of any failure of the legislature to appropriate funds.
(i) Lessee warrants that no provision of state constitution, law or local regulation requires it to limit its obligations under Section 4.2 to appropriated funds and that its reasonably anticipated revenues are sufficient to meet Lessee's obligations under this Agreement and each Schedule thereto.

11.0 Disclaimer of Warranties. Lessee acknowledges that the Asset(s) are of a size, design, capacity, and manufacture selected by Lessee. **LESSOR MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, AS TO THE ASSET(S) OR PATENTS RELATING THERETO; AND LESSOR HAS EXPRESSLY MADE NO WARRANTY AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE OF THE ASSET(S).** With respect to warranties which are not assignable, Lessor agrees to take, at Lessee's request and expense, such reasonable actions against third parties as are necessary to enforce such warranties for Lessee's benefit.

12.0 Waiver. No delay or omission by the parties in exercising any right in a Schedule shall operate as a waiver of that or any other right and no single or partial exercise of any right shall preclude the parties from any further exercise of any right or remedy.

12.1 Interpretation. All section headings contained herein are for convenience of reference only and are not intended to define, limit or describe the scope of any provision of a Schedule. Terms used in the plural include the singular, and vice versa, unless the context otherwise requires.

12.2 Severability. In the event any portion of a Schedule shall be finally determined by any court of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed void and the remainder of the Schedule shall continue in full force and effect.

12.3 Governing Laws. Each Schedule shall be construed in accordance with and governed by the laws of the State of North Carolina or adjudicated in a court with competent jurisdiction.

12.4 Amendment. This Agreement and each Schedule may only be amended in writing by obtaining the signature of the parties. No assigned Agreement may be modified without the prior written consent of Assignee.

12.5 Execution. Each Schedule may be executed in any number of counterparts but only the counterpart that is labeled "Original" will be deemed to be the original Schedule for purposes of perfection of a security interest therein and shall be the only counterpart which may be transferred and given to transfer the rights of Lessor thereunder.

12.6 Binding Effect. Each Schedule shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

12.7 Notices. All notices or other communications hereunder shall be deemed given when delivered or mailed by registered mail, return receipt requested, at the addresses as set forth on Page 1 hereof.

12.8 Usury. In no event shall a Schedule require the payment or permit the collection of interest or fees in excess of the amount permitted by applicable law. Any such excess interest or fees shall be applied to reduce the principal portion of the Payments.

12.9 Counterparts. Only one (1) original counterpart of each Schedule shall be marked "Original". Any and all other counterparts shall be marked "Copy". NO SECURITY INTEREST IN THIS LEASE AGREEMENT, IN ANY OF THE SCHEDULE(S), OR IN ANY OF THE ASSETS MAY BE CREATED, TRANSFERRED, ASSIGNED OR PERFECTED BY THE TRANSFER AND POSSESSION OF THIS LEASE AGREEMENT ALONE OR OF ANY "COPY" OF THE SCHEDULE, BUT RATHER SOLELY BY THE TRANSFER AND POSSESSION OF THE "ORIGINAL" COUNTERPART OF THE SCHEDULE INCORPORATING THIS MASTER LEASE AGREEMENT BY REFERENCE.

INCUMBENCY CERTIFICATE

I, Lisa Vierling, do hereby certify that I am the authorized City Clerk of City of High Point ("Lessee"). The person(s) whose name(s) and title(s) appear below is/are authorized officer(s) or representative(s) of Lessee and hold on the date of this certificate and on the date of execution of the Lease Documents (hereinafter defined) the position(s) set opposite his/her respective name(s). Each officer or representative is authorized to execute and deliver or to delegate his or her authority and deliver any equipment lease agreement between Lessee and ePlus Group, inc. as well as all other documents and instruments (all agreements, documents, and instruments shall collectively be referred to as "Lease Documents") in connection therewith.

IN WITNESS WHEREOF, I set my hand and the seal of the Lessee this 10th day of August, 2015.

(Seal)

Signature

Name Lisa Vierling, City Clerk

NAME	TITLE	SIGNATURE
Gregory Demko	City Manager	
Jeffrey A Moore	Financial Services Director	

TRUE LEASE SCHEDULE NO. 1 dated as of July 21, 2015

to Lease Agreement No. NCM139 dated as of July 21, 2015

between the Lessee and Lessor below.

THIS TRUE LEASE SCHEDULE is entered into by and between the undersigned Lessee and Lessor pursuant to the Lease Agreement identified above. All terms and conditions of such Lease Agreement are incorporated herein and made a part of hereof, and unless otherwise specified herein, the terms used in this Schedule shall have the same meanings as used in the Lease Agreement. Conflicts between the provisions of the Lease Agreement and this Schedule are governed by the provisions hereof.

By its signature hereon, Lessee represents its has read, understands and agrees to the Terms and Conditions of the Lease Agreement identified above and the provisions of this Schedule.

IN WITNESS WHEREOF, Lessee and Lessor reaffirm all of the terms and conditions of the Lease Agreement, except as modified hereby, and cause this Schedule to be executed by their duly authorized representatives.

LESSOR: ePlus Group, inc .		**LESSEE: City of High Point**	
BY:		BY:	
NAME:	STEVEN MENCARINI SENIOR VICE PRESIDENT	NAME:	Gregory Demko
TITLE:		TITLE:	City Manager
DATE:	8/25/15	DATE:	8-10-2015

1. INITIAL SCHEDULE TERM.

The period from and including the Commencement Date for each Asset to and including the last day of the month in which the Commencement Date for the last Asset delivered hereunder has occurred, plus sixty (60) months thereafter.

2. RENT.

a. Due on the first day of the month immediately following the Commencement Date for the last Asset delivered hereunder: (I) one payment of Rent in the amount specified below.

b. Due on the first day of each month for the remaining Initial Schedule Term: Rent in the amount of $12,941.93.

3. FEE

Ordering Period Fee. Due on the first day of the month immediately following the Commencement Date for the last Asset delivered: Ordering Period Fee, consisting of Rent, prorated on the basis of a 30-day month, for a set 45 day period for each Asset accepted.

4. ASSET LOCATION.

211 S. Hamilton, Room 103, High Point, NC 27260
1002 Meadowood St, Greensboro, NC 27409

5. ASSET DESCRIPTION.

Qty.	Mfg.	Model/Feature	Description	Asset Unit Cost Value*
See Attachment A				$673,707.88

*Provided solely for the purposes of calculating proportional Casualty Values pursuant to Section 5.8 of the Lease Agreement and in conjunction with Section 6 of this Schedule.

6. CASUALTY VALUES.

The Casualty Value for any Asset shall be the percentage set forth below the Asset Unit Cost Value set forth in Section 5 of this Schedule. If no Asset Unit Cost Value is given for an Asset, its Casualty Value and the proportional Rent calculations for the purposes of Section 10 of the Lease Agreement shall be based on the ratio of Lessor's original purchase price for that Asset to Lessor's original purchase price for all Asset(s) on the Schedule. The below percentages apply from the Rent payment period listed beside the percentage to the next listed Rent payment period.

Rent Pmt#	C.V. %	Rent Pmt#	C.V.%	Rent Pmt#	C.V. %
1	110.00	21	88.02	41	58.92
2	109.22	22	86.73	42	57.28
3	108.36	23	85.42	43	55.62
4	107.39	24	84.08	44	53.95
5	106.39	25	82.74	45	52.26
6	105.38	26	81.38	46	50.57
7	104.35	27	79.99	47	48.85
8	103.31	28	78.60	48	47.11
9	102.24	29	77.18	49	45.36
10	101.16	30	75.74	50	43.59
11	100.06	31	74.28	51	41.78
12	98.94	32	72.82	52	39.98
13	97.80	33	71.33	53	38.15
14	96.65	34	69.84	54	36.29
15	95.47	35	68.33	55	34.42
16	94.27	36	66.80	56	32.56
17	93.06	37	65.26	57	30.69
18	91.82	38	63.70	58	28.82
19	90.57	39	62.12	59	26.92
20	89.30	40	60.53	60	25.00

7. FISCAL PERIOD. July to June

8. EXECUTION.

This Schedule shall not be binding on Lessor until executed and delivered by Lessee and executed by Lessor.

CERTIFICATE OF ACCEPTANCE

Certificate of Acceptance under Schedule No. 1 dated as of July 21, 2015 to Lease Agreement No. NCM139 dated as of July 21, 2015 (collectively, the "Lease") between ePlus Group, inc. ("Lessor") and City of High Point ("Lessee").

1. Asset(s). The Lessee hereby certifies that the Asset(s) set forth and described in the above mentioned Schedule have been delivered to the location(s) set forth in the Schedule, inspected by the Lessee, found to be in good order and accepted, all on the Date of Acceptance set forth below:

Date of Acceptance: _____, 20_____

2. Representations by the Lessee. The Lessee hereby represents and warrants to the Lessor and any Assignees that on the Date of Aceptance set forth above:

(a) the representations and warranties of the Lessee set forth in the Lease are true and correct in all material respects as though made on and as of such Date of Acceptance; (b) the Lessee has satisfied or complied with all requirements set forth in the Lease to be satisfied or complied with on or prior to such Date of Acceptance; (c) no Default or Event of Default under this Lease has occurred and is continuing on such Date of Acceptance; and (d) the Asset(s) are insured in accordance with the provisions of the Lease Agreement.

LESSEE: City of High Point

BY _____

NAME _____

TITLE _____

INVOICING INFORMATION FORM

Please help us provide a more efficient service to you by completing the information requested below and returning this form to us along with the Contract documentation.

Company Name: City of High Point, NC
Reference: NCM139-1

Billing Address: Attn: Accounts Payable
PO Box 230
High Point, NC 27261-0230

Attn:

Primary A/P Contact:

Name Debbie Boston **Phone** (336) 883-3495 **Email** debbie.boston@highpointnc.gov

Secondary A/P Contact:

Name Kim Hilton **Phone** (336) 883-3286 **Email** kim.hilton@highpointnc.gov

Note: Please attach any supporting documentation you may have for the following:

Federal Tax ID Number: 56-6000231

Tax Exempt: **Yes** _____ **No** _____ *(Attach copy of Tax Exempt Certificate for all applicable States)*

Direct Pay Certificate Number(s) (if applicable): _____

Purchase Order Number: annually updated

Invoice Type: **Equipment Detail** _____ **No Equipment Detail** _____

Property Tax Contact: see Guilford County Tax Administration

Phone (___) _____ **Email:** _____

Property Tax Contact Mailing Address:
(If different from above)

COMMENTS:

Confirmation: **The above information is complete and accurate as of the date indicated**

Signature: [signature] **Date:** 8/5/2015

Title: Financial Services Director **Contact Tel. No.:** (336) 883-3238

CITY OF HIGH POINT
NORTH CAROLINA

JOANNE L. CARLYLE
CITY ATTORNEY

JOANNE.CARLYLE@HIGHPOINTNC.GOV

August 10, 2015

ePlus Group, Inc.
13595 Dulles Technology Drive
Herndon, Virginia 20171

Gentlemen:

I am counsel to the City of High Point (the "Lessee") and, in that capacity, I have examined Agreement No. NCM139, dated as of July 6, 2015, and all subsequent Schedules thereto (collectively the "Lease"), between the Lessee and ePlus Group, Inc. ("Lessor").

As a result of our examination of the Lease and such other examinations as I have deemed appropriate, I am of the opinion as follows:

a. The Lessee is a public body corporate and politic and is authorized by the Constitution and laws of the State of North Carolina to carry out its obligations under the Lease;

b. The Lease has been duly authorized, executed and delivered by Gregory Demko, City Manager, and constitutes a valid, legal and binding agreement, enforceable in accordance with its terms;

c. No approval, consent or withholding of objection is required from any governmental authority with respect to the entering into or performance by the Lessee of the Lease and the transactions contemplated thereby;

d. The entering into and performance of the Lease will not violate any judgment, order, law or regulation applicable to the Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the Lessee or on the Asset(s) subject to the Lease pursuant to any instrument to which the Lessee is a party or by which it or its assets may be bound;

e. Lessee has compiled with any applicable public bidding requirements in connection with the Agreement and the transactions contemplated thereby;

f. The Asset(s) are personal property and when subject to use by the Lessee will not be or become fixtures under the law of the State of North Carolina; and

P.O. BOX 230, 211 SOUTH HAMILTON STREET, HIGH POINT, N.C. 27261 336.883.3289, FAX 336.883.2129

g. There are no actions, suits or proceedings pending or to our knowledge, threatened against or affecting the Lessee in any court or before any governmental commission, board or authority which, if adversely determined, will have a material, adverse effect on the ability of the Lessee to perform its obligations under the Lease.

This opinion is delivered to the address for its benefit and the benefit of its assigns for the purpose contemplated by the Lease.

Very truly yours,

JoAnne L. Carlyle
City Attorney

GUILFORD CITY/COUNTY INSURANCE ADVISORY COMMITTEE

Rudy Hinnant, CIC, LUTCF
William E. Smith, CIC
Betty G. Stubbins, CPCU, CIC, CISR, CPIW
Richard Trexler

620 Green Valley Road
Suite 302
Greensboro, NC 27408

Telephone 336-299-1991
Telephone 336-299-1339

David P. Landon
Chairman

John Causey, CLU, ChFC, LUTCF
Vice-Chairman

Everette Arnold, CPCU, ARM
Executive Director

August 7, 2015

ePlus Group, Inc. and its assignee(s)
13595 Dulles Technology Drive
Herndon, VA 20171

Re: City of High Point
911 Telephone Communications Eqpt – Lese NCM 139
Value $680,229.90
August 2015 to August 2020

Effective July 1, 1994 the City of High Point became self-funded for liability losses. Any contract signed by the City will be covered under the self-funded plan according to the provisions of the contract and applicable law. The first $100,000.00 of any liability loss will be paid from the budget of the City and any higher amount will be payable by the Local Government Excess Liability Fund, Inc., up to $1,000,000.00 each occurrence with a total annual aggregate limit of $2,000,000.00 (subject to the provisions of the Excess Liability Fund).

Very truly yours,

Everette Arnold, CPCU, ARM
Executive Director

Cc: Jeff Moore (via email)
Jackie Astrop (via email)

Financial Services

Jeffrey A. Moore, CPA CGMA
DIRECTOR

NORTH CAROLINA'S INTERNATIONAL CITY™

RE: That certain Schedule No. _1_ dated as of ____July 21, 2015_____ to Lease Agreement No. NCM139 dated as of July 21, 2015 (the "Schedule") between ePlus Group, inc. ("ePlus") and City of High Point, North Carolina ("Lessee").

The following information sets forth the use of the property (herein so called) to be sold to the undersigned under the above-referenced Agreement.

1) The property will be used by the City of High Point 911 Communications Division.

2) The responsibilities of the Lessee are to exercise proper care, protection, insurance and maintenance on the scheduled property in such as a way to not diminish the fair value of the collateral.

3) The property is essential to the Lessee's obligation to perform the following functions: serves as the operational infrastructure upon which the public safety answering point receives and distributes emergency calls are provided.

4) The Lessee has/has not (circle one) always provided the functions set forth above.

5) Without the property, the Lessee would/would not (circle one) be able to perform the functions.

6) The functions being performed with the property are/are not (circle one) permanent and non-cyclical?

7) The property is/is not (circle one) replacing equipment which performed a similar function.

If the property is replacing equipment which performed a similar function, what was the prior equipment, was it owned or leased, how old was it and what happened to it? The existing property had been purchased more than 5 years previously. The current technology requirements necessitates replacement as currnet equipment is at end of life cycle.

8) The property is/is not (circle one) supplementing prior equipment.

If the property is supplementing prior equipment, what portion is the property of the entire system (e.g., 50% of the total system in size and function)?N/A.

9) Would the Lessee be able to perform its functions without the property? No.

10) What is the useful life of the property? Estimated to be 5 years.

11) What portion of the Lessee's overall function will be performed using the property? The Information Technologies Department estimates 50% of the 911 Communications Division's overall functions require the property to operate.

12) What are the chances of the Lessee replacing the property? The City would not intend to replace the scheduled property during the term of the lease.

13) What is the flow of appropriations for the property? The City annually appropriates debt service obligations in accordance with North Carolina General Statutes.

The undersigned hereby represents that the use of the property is essential to its proper, efficient and economic operation.

Accounting	Internal Audit	Purchasing	Treasury Services
336.883.3240	336.883.3122	336.883.3219	336.883.3230

City of High Point, P.O. Box 230, 211 South Hamilton Street, High Point, NC 27261 USA
Fax: 336.883.8572 Phone: 336.883.3237 TDD 336.883.8517

Sincerely,

By: _____
Jeffrey A. Moore
Financial Services Director

VESTA 9-1-1
VESTA 9-1-1 - Side A

Qty.	Part No.	Description	Price
		VESTA 9-1-1	
1	870899-0104R3.1	VESTA 4 R3.1 L/D/M	$1,875.00
1	873099-03002	R4 CAD INTF LIC	$625.00
1	04000-01584	BLKBX TL158A-R4 DATACAST	
1	04000-01010	CBL DB25M/DB25M 10FT	
		VM Medium Server Bundle	
		Note: The Medium Server Bundle is for PSAP's up to 40 positions with an annual call volume of 500,000 or less.	
1	853031-DLSVRGD-2	V-DL MED SVR BNDL GEO	$18,583.75
1	06500-00201	2-POST RELAY RACK MNT KIT	$213.75
3	04000-00394	SVR WIN2008 CAL 5-PK	$697.50
1	04000-68009	V-SVR BASIC SPT 5YR	$595.00
		VESTA Prime - Standard Operations	
10	PS-0PR-VSSL-M	VPRIME PER SEAT LIC NFEE	$0.00
10	PS-0AC-VSSL-M	VESTA COMP REG	$862.50
10	SS-0PR-VSSL-5Y	SPT VPRIME 5YR	$48,125.00
10	809800-35130	R4 SW SPT TRNSFR	$0.00
		Geo Diverse Add On License	
10	PA-MGD-VSSL	GEO-DIV LIC	$9,375.00
		VESTA Workstation Equipment	
10	61000-409605SFF	WKST HP Z230 SFF	$15,362.50
10	Synnex	22IN Touchscreen Monitor	$7,755.38
10	64007-50016	KEYPAD 24KEY USB 12FT CBL	$1,375.00
10	853004-00401	SAM EXT SPKR KIT	$2,100.00
10	853030-00302	R4 SAM HDWR KIT	$20,650.00
10	02800-20500	HDST 4W MOD BK ELEC MIC	$0.00
10	03044-20000	HDST CORD 4W 12FT MOD BK	$0.00
10	809800-35109	R4 IWS CFG	$2,500.00
10	809800-35108	R4 IWS STG FEE	$3,750.00
1	870890-07501	CPR/SYSPREP IMAGING	$0.00
		VESTA 9-1-1 Modules	
		VESTA 9-1-1 IRR Module	
10	870899-01601	R4 IRR UPGD W/HASP	$6,125.00
10	809800-35114	R4 IRR SW SPT 5YR	$7,462.50
10	809800-35130	R4 SW SPT TRNSFR	$0.00
		VESTA 9-1-1 CDR Module	
		Note: Customer declines CDR printer.	
1	873099-00602	R4 CDR SVR LIC	$1,362.50
10	873099-01102	R4 CDR PER SEAT LIC	$1,125.00
		VESTA 9-1-1 Admin Printer	
1	64040-60019	PRNTR USB/ETHERNET COLOR	$223.75
		Note: Inkjet Color printer. Recommended monthly volume, 7,500 pages.	
		Network Equipment	
1	03800-03030	FIREWALL- MODEM 60CM	$722.50
1	03800-03035	WAR FIREWALL 60CM 5YR	$1,135.00
1	809800-00201	VPN CFG SVCS	$250.00
2	04000-29616	SWITCH 2960 + CBL 24-PORT	$2,400.00
2	04000-29615	WAR 2960 24P 5YR NBD	$1,262.50
		Peripherals & Gateways	
2	2213937-1-SR1	FXO GATEWAY 8-PORT	$3,297.50
2	2213939-1-SR1	FXS GATEWAY 8-PORT	$3,297.50
4	04000-00180	SW SPT ANALOG GATEWAY 5YR	$1,500.00

VESTA 9-1-1

		Rack & Peripheral Equipment	
1	06500-55053	7FT EQUIPMENT RACK 19IN	$343.75
1	Synnex	19IN Monitor	$184.11
1	04000-004B4	KVM 4-PORT SWITCH	$552.50
1	04000-00607	CBL KVM USB CONSOLE	$172.50
4	04000-60611	CBL KVM USB 10FT	$415.00
1	04000-RMM19	BRKT 19IN RACK MTG/ARBITR	$40.00
		VESTA 9-1-1 Subtotal	**$166,316.99**

VESTA 9-1-1 - Side B

Qty.	Part No.	Description	Price
		VESTA 9-1-1	
1	870899-0104R3.1	VESTA 4 R3.1 L/D/M	$1,875.00
1	873099-03002	R4 CAD INTF LIC	$625.00
1	04000-01584	BLKBX TL158A-R4 DATACAST	
1	04000-01010	CBL DB25M/DB25M 10FT	
		VM Medium Server Bundle	
		Note: The Medium Server Bundle is for PSAP's up to 40 positions with an annual call volume of 500,000 or less.	
1	853031-DLSVRGD-2	V-DL MED SVR BNDL GEO	$18,583.75
1	06500-00201	2-POST RELAY RACK MNT KIT	$213.75
1	04000-68009	V-SVR BASIC SPT 5YR	$595.00
		VESTA 9-1-1 CDR Module	
		Note: Customer declines CDR printer.	
1	873099-00602	R4 CDR SVR LIC	$1,362.50
		VESTA 9-1-1 Admin Printer	
1	64040-60019	PRNTR USB/ETHERNET COLOR	$223.75
		Note: Inkjet Color printer. Recommended monthly volume, 7,500 pages.	
		Network Equipment	
1	03800-03030	FIREWALL- MODEM 60CM	$722.50
1	03800-03035	WAR FIREWALL 60CM 5YR	$1,135.00
1	809800-00201	VPN CFG SVCS	$250.00
2	04000-29616	SWITCH 2960 + CBL 24-PORT	$2,400.00
2	04000-29615	WAR 2960 24P 5YR NBD	$1,262.50
		Peripherals & Gateways	
2	2213937-1-SR1	FXO GATEWAY 8-PORT	$3,297.50
2	2213939-1-SR1	FXS GATEWAY 8-PORT	$3,297.50
4	04000-00180	SW SPT ANALOG GATEWAY 5YR	$1,500.00
		Rack & Peripheral Equipment	
1	06500-55053	7FT EQUIPMENT RACK 19IN	$343.75
1	Synnex	19IN Monitor	$184.11
1	04000-004B4	KVM 4-PORT SWITCH	$552.50
1	04000-00607	CBL KVM USB CONSOLE	$172.50
4	04000-60611	CBL KVM USB 10FT	$415.00
1	04000-RMM19	BRKT 19IN RACK MTG/ARBITR	$40.00
		VESTA 9-1-1 Subtotal	**$39,051.61**

EIM / SMS Interface

Qty.	Part No.	Description	Price
		ESInet Interface Module (EIM) - Side A	
10	873090-11102	R4 LIC EIM RFAI MOD	$2,500.00
10	809800-01120	R4 LIC EIM RFAI SPT 5YR	$1,500.00
1	03800-03040	FIREWALL MODEM 60D	$543.75
1	03800-03045	WAR FIREWALL 60D 5YR	$837.50

VESTA 9-1-1

1	809800-00200	CFG NTWK DEVICE	$166.25
40	809800-17101	FIELD ENG-PRIMARY	$5,000.00
		SMS Equipment *Note: Customer is responsible for Text Control Center (TCC) services and network charges.*	
12	809800-17101	FIELD ENG-PRIMARY *Note: Customer to purchase 12 units of SMS FE if EIM FE is purchased.*	$1,500.00
		ESInet Interface Module (EIM) - Side B	
1	03800-03040	FIREWALL MODEM 60D	$543.75
1	03800-03045	WAR FIREWALL 60D 5YR	$837.50
1	809800-00200	CFG NTWK DEVICE	$166.25
40	809800-17101	FIELD ENG-PRIMARY	$5,000.00
		ESInet Interface Module (EIM) - CommandPost	
10	873090-11102	R4 LIC EIM RFAI MOD	$2,500.00
10	809800-01120	R4 LIC EIM RFAI SPT 5YR	$1,500.00
		SMS Equipment *Note: Customer is responsible for Text Control Center (TCC) services and network charges.*	
12	809800-17101	FIELD ENG-PRIMARY *Note: Customer to purchase 12 units of SMS FE if EIM FE is purchased.*	$1,500.00
		EIM Interface Subtotal	**$24,095.00**

Spare Parts

Qty.	*Part No.*	*Description*	*Price*
		VESTA 9-1-1 Equipment - Recommended Spares	
1	2213937-SPARE	FXO GATEWAY 8-PORT SPARE	$1,648.75
1	2213939-SPARE	FXS GATEWAY 8-PORT SPARE	$1,648.75
1	04000-29616	SWITCH 2960 + CBL 24-PORT	$1,200.00
1	04000-29615	WAR 2960 24P 5YR NBD	$631.25
2	Synnex	22IN Touchscreen Monitor	$1,551.08
2	64007-50016	KEYPAD 24KEY USB 12FT CBL	$275.00
		Spare Parts Subtotal	**$6,954.83**

VESTA 9-1-1 CommandPOST System

Qty.	*Part No.*	*Description*	*Price*
		VESTA 9-1-1 CommandPOST System	
		VESTA Prime - Standard Operations	
10	870899-00360U	VESTA 4 SEAT UPGD LIC	$43,750.00
10	PS-0AC-VSSL-M	VESTA COMP REG	$862.50
10	SS-0PR-VSSL-5Y	SPT VPRIME 5YR	$48,125.00
		Geo Diverse Add On License	
10	PA-MGD-VSSL	GEO-DIV LIC	$9,375.00
		CommandPOST Hardware	
10	61050-G409602	LAPTOP ZBOOK15 G2 W7	$22,612.50
10	04000-00490	ADV DOCK STATION 230W	$0.00
10	64021-10025	KYBD/MOUSE BNDL	$0.00
10	Synnex	22IN Touchscreen Monitor	$0.00
10	02800-20500	HDST 4W MOD BK ELEC MIC	$400.00
10	03044-20000	HDST CORD 4W 12FT MOD BK	$37.50
10	853004-00401	SAM EXT SPKR KIT	$0.00
10	64007-50016	KEYPAD 24KEY USB 12FT CBL	$1,375.00
10	853004-00301	CPOST SAM HDWR KIT	$28,525.00
10	809800-35109	R4 IWS CFG	$2,500.00
10	809800-35108	R4 IWS STG FEE	$3,750.00

VESTA 9-1-1

		VESTA 9-1-1 IRR Module	
10	873099-00502	R4 IRR LIC/DOC/MED	$12,437.50
10	809800-35114	R4 IRR SW SPT 5YR	$7,462.50
		VESTA 9-1-1 CDR Module	
10	873099-01102	R4 CDR PER SEAT LIC	$1,125.00
		VESTA 9-1-1 CommandPOST System Subtotal	**$182,337.50**

Managed Services - Side A

Qty.	Part No.	Description	Price
		Monitoring & Response Activation Fee	
1	809800-14151	M&R ACT FEE MED SITE	$2,875.00
		Monitoring & Response License & Support Fees	
1	871499-01206	M&R 3.0 LIC SVR *Note: Includes (1) DDS Server*	$486.25
1	809800-14165	M&R 3.0 SVR SRVC 5YR	$6,987.50
11	871499-01211	M&R 3.0 WKST LIC *Note: Includes (10) Workstations, (1) Management Console*	$976.25
11	809800-16165	M&R 3.0 WKST SRVC 5YR	$21,285.00
10	871499-01210	M&R 3.0 IP DEVICES LIC *Qty-1 MDS Server, Qty-1 Virtual Machine, Qty-1 Firewall for EIM, Qty-4 Gateways, Qty-1 Firewall, Qty-2 Cisco Switches,*	$887.50
10	809800-16170	M&R 3.0 IP DEV SRVC 5YR	$19,350.00
		Managed Services Subtotal	**$52,847.50**

Managed Services - Side B

Qty.	Part No.	Description	Price
		Monitoring & Response License & Support Fees	
1	871499-01206	M&R 3.0 LIC SVR *(1) DDS Server*	$486.25
1	809800-14165	M&R 3.0 SVR SRVC 5YR	$6,987.50
1	871499-01211	M&R 3.0 WKST LIC *Note: (1) Management Console*	$88.75
1	809800-16165	M&R 3.0 WKST SRVC 5YR	$1,935.00
10	871499-01210	M&R 3.0 IP DEVICES LIC *Qty-1 MDS Server, Qty-1 Virtual Machine, Qty-1 Firewall for EIM, Qty-4 Gateways, Qty-1 Firewall, Qty-2 Cisco Switches,*	$887.50
10	809800-16170	M&R 3.0 IP DEV SRVC 5YR	$19,350.00
		Managed Services Subtotal	**$29,735.00**

Wireless Communications Services

Qty.	Part No.	Description	Price
1	Wireless	Shipping	**$2,586.02**
1	Wireless	Turnkey Installation	**$45,867.45**
48	809800-17005	FIELD ENG REMOTE SVCS	**$6,000.00**
5	Training	Admin & Call Taker Training	**$3,370.00**
		Wireless Communications Services Subtotal	**$57,823.47**

Wireless Communications 24x7 Maintenance & Hardware Support

Qty.	Part No.	Description	Price
1	Wireless	1st Year Warranty Diff	**$13,452.00**

VESTA 9-1-1

1	Wireless	2nd Year 24x7	$26,904.00
1	Wireless	3rd Year 24x7	$26,904.00
1	Wireless	4th Year 24x7	$26,904.00
1	Wireless	5th Year 24x7	$26,904.00
		Maintenance Subtotal	**$121,068.00**

Quote Summary **$680,229.90**

CITY OF HIGH POINT
AGENDA ITEM

Title: Motorola Radio Purchase

From: Steve Lingerfelt, Director of Information Technology Services

Public Hearing: No

Attachments: Bid Award Recommendation Form

Meeting Date: July 20, 2015

Advertising Date / Advertised By:

PURPOSE:
Information Technology Services is recommending the City of High Point purchase sixty-five (65) portable radios and ninty-eight (98) mobile radios as part of its annual eight (8) year radio replacement cycle.

BACKGROUND:
This planned purchase will bring all radios in the city up to the P25 platform that will be usable with the 7.X radio system upgrade to be completed in the 2015-16 budget year.

The radios purchased will be replacing radios in the Fire Department, Public Works Department and the Parks and Recreation Department. This purchase also includes a less expensive model to be used in non-public safety areas.

BUDGET IMPACT:
The City of High Point will use budgeted funds in the FY 2015-16 budget to purchase the radios from Motorola Solutions, Inc. The total cost of the radios is $577,691.87 which is the state contract price.

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

NORTH CAROLINA'S INTERNATIONAL CITY™

FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL

DEPARTMENT: Information Technology Services

COUNCIL AGENDA DATE: July 20, 2015

BID NO.: State Contract CONTRACT NO.: 725G DATE OPENED:

DESCRIPTION:

Motorola Solutions Radio Purchase

PURPOSE:

Purchaser Motorola portable and mobile radios to replace older radios as part of the annual replacement program.

COMMENTS:

Purchase will be made using the State Contract 725G

RECOMMEND AWARD TO: Motorola Solutions Inc. AMOUNT: $577,691.87

JUSTIFICATION:

Radios will be replacing radios in the Fire Department, Public Works and Parks & Recreation Department.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
501243	522601			578,000
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: DATE: Jul 8, 2015

The Purchasing Division concurs with recommendation submitted by the Information Tech. and recommends award to the lowest responsible, responsive bidder Motorola Solutions in the amount of $ 577,691.87.

PURCHASING MANAGER: Tarinda Chappell Digitally signed by Tarinda Chappell DN: cn=Tarinda Chappell, o=City of High Point, ou=Purchasing, email=tarinda.chappell@highpoint.gov, c=US Date: 2015.07.13 09:36:56 -04'00' DATE: Jul 9, 2015

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: Jeffrey A. Moore Digitally signed by Jeffrey A. Moore DN: cn=Jeffrey A. Moore, o=City of High Point, NC, ou=Financial Services Director, email=jeff.moore@highpointnc.gov, c=US Date: 2015.07.13 10:45:41 -04'00' DATE: Jul 13, 2015

CITY MANAGER: Greg Demko Digitally signed by Greg Demko DN: cn=Greg Demko, o, ou, email=greg.demko@highpointnc.gov, c=US Date: 2015.07.13 11:09:32 -04'00' DATE: Jul 13, 2015

Remarks of Loren Hill, High Point EDC

High Point City Council public hearing for HAECO

July 20, 2015

I'm Loren Hill, President of the High Point Economic Development Corporation.

Senior Vice President Sandy Dunbeck and I are pleased to bring you a project by **HAECO Americas / TIMCO Aerosystems**.

- The company is an important part of the Piedmont Triad's ever-growing aviation cluster. In our region, HAECO has facilities on the grounds of Piedmont Triad International Airport and in the Town of Wallburg.
- The company is a full-service provider of airframe maintenance, repair and overhaul, line services, engine repair, and aerospace manufactured products – to serve a broad array of commercial, government, and military customers.

The company is considering buying the 250,000-square foot building located at **8010 Piedmont Triad Parkway**.

- The building has been empty for approximately 18 months and is the largest vacant building in High Point.
- The building was previously a TE Connectivity facility and, before that, Tyco Electronics and AMP, Inc.

If the company picks High Point, HAECO would create **147 jobs** over a five-year period at the new facility.

- The average wage of those jobs – technicians, engineers, and support staff – would be **approximately $60,000**.
- Almost **400 employees** would work in the building, since 252 workers would also be transferred there.
- In that proposed High Point building, the company would locate its aircraft engineering and aircraft interiors manufacturing operations.
- In addition to buying the building, the company anticipates adding **$5.75 million** to High Point's tax base – through building renovations, new equipment, and equipment relocated to this proposed location. The legal notice for this public hearing mentioned the company investing $11.35 million in this project, and that figure included the purchase of this building.

The City Council is being asked to consider a request from HAECO Americas to authorize performance-based incentives. If the company meets all of the benchmarks outlined in a performance agreement, it could receive up to **$147,000** in installment payments over a three-year period.

- The Guilford County Commissioners will hold a public hearing on this project on August 6 to consider authorizing performance-based incentives, also in the amount of $147,000.
- In addition, the State of North Carolina is considering participating in this project.

We expect that the company will make its location decision within the next two months.

Company officials understand that if High Point performance-based incentives are authorized – per our incentives policies – there are two special provisions the company would need to follow:

1. HAECO would need to hold a job fair in High Point to help with the City's goal to employ as many High Pointers as possible. Working on the job fair with our office and the company would be our NC Works allies – what we used to know as JobLink, the Guilford Workforce Board, and the state Employment Security office.

2. For this facility, HAECO would need to use a High Point post office box address and would need to publicly and officially refer to this facility as a High Point business – since this building is in a part of High Point that has another city's street address.

I'm pleased now to introduce HAECO's vice president of government and industry relations … **Kip Blakely**. Kip will tell you about the company and this exciting project.

CITY OF HIGH POINT
AGENDA ITEM

Title: Rear Loading Refuse Truck

From: Gary Smith, Fleet Director

Public Hearing: N/A

Attachments: Formal Bid Recommendation

Meeting Date: July 20, 2015
Advertising Date / N/A
Advertised By: N/A

PURPOSE:
The Solid Waste Division of Public Services has a rear loading refuse truck in need of replacement due to age and hours. Using a National Joint Powers Alliance (NJPA) contract a 2016 Freightliner truck with a New Way Rear Loading Refuse body is being recommended for Council approval.

BACKGROUND:
The Solid Waste Division is currently using a 2005 Sterling truck with the Heil rear loading body that has over 12,000 hours. This truck is used for residential garbage collection and is at the end of its useful life. Solid Waste has a total of nine rear loading trucks. This will help reduce downtime for the department as well as reduce overtime for our technicians. The New Way rear loading refuse body is similar to the ones they are currently using and will meet their needs. The price of $180,982.84 is for one truck, rear loading refuse body installation, and delivery. Estimated delivery is 90-120 days.

BUDGET IMPACT:
Funds are available in 2015-16 Solid Waste Division budget

RECOMMENDATION / ACTION REQUESTED:
The Fleet Services Department recommends purchasing the Freightliner truck with New Way rear loading refuse body from Scranton Manufacturing Company. Recommendation also includes declaring the old truck as surplus and disposing through the online auction process.

NORTH CAROLINA'S INTERNATIONAL CITY

FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL

DEPARTMENT: Fleet Services

COUNCIL AGENDA DATE: July 20, 2015

BID NO.: NJPA CONTRACT NO.: 12014-NWY DATE OPENED:

DESCRIPTION:

2016 Freightliner with New Way 25 yard Rear Loading Refuse Body

PURPOSE:

The Solid Waste Division is currently using a 2005 Sterling truck with the Heil rear loading body that has over 12,000 hours. This truck is used for residential garbage collection and is at the end of its useful life.

COMMENTS:

The price of $180,982.84 is for one truck, rear loading refuse body installation, and delivery.

RECOMMEND AWARD TO: Scranton Manufacturing Company/New Way AMOUNT: $180,982.84

JUSTIFICATION:

The New Way rear loading refuse body is similar to the ones they are currently using and will meet their needs.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
501271	532401			180,982.84
TOTAL BUDGETED AMOUNT				18098284

DEPARTMENT HEAD: Gary Smith Digitally signed by Gary Smith DN: cn=Gary Smith, o=City of High Point, ou=Fleet Services, email=gary.smith@highpointnc.gov, c=US Date: 2014.08.11 11:45:06 -04'00' DATE: Jul 6, 2015

The Purchasing Division concurs with recommendation submitted by the Fleet Services and recommends award to the lowest responsible, responsive bidder Scranton Manuf/New Way in the amount of $ 180,982.84.

PURCHASING MANAGER: Tarinda Chappell Digitally signed by Tarinda Chappell DN: cn=Tarinda Chappell, o=City of High Point, ou=Purchasing, email=tarinda.chappell@highpoint.gov, c=US Date: 2015.07.07 08:54:36 -04'00' DATE: Jul 7, 2015

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: Jeffrey A Moore Digitally signed by Jeffrey A. Moore DN: cn=Jeffrey A. Moore, o=City of High Point, NC, ou=Financial Services Director, email=jeff.moore@highpointnc.gov, c=US Date: 2015.07.08 11:18:40 -04'00' DATE: Jul 8, 2015

CITY MANAGER: Greg Demko Digitally signed by Greg Demko DN: cn=Greg Demko, o, ou, email=greg.demko@highpointnc.gov, c=US Date: 2015.07.08 14:31:08 -04'00' DATE: Jul 8, 2015

CITY OF HIGH POINT
AGENDA ITEM

Title: **Amendments to Article P Traffic Ordinance, Multi-way STOP at Johnson St. & Farriss Av.**

From: Mark McDonald, Transportation Director

Meeting Date: Monday July 20, 2015

Public Hearing: No

Advertising Date: NA
Advertised By: NA

Attachments: Exhibit: Intersection Map

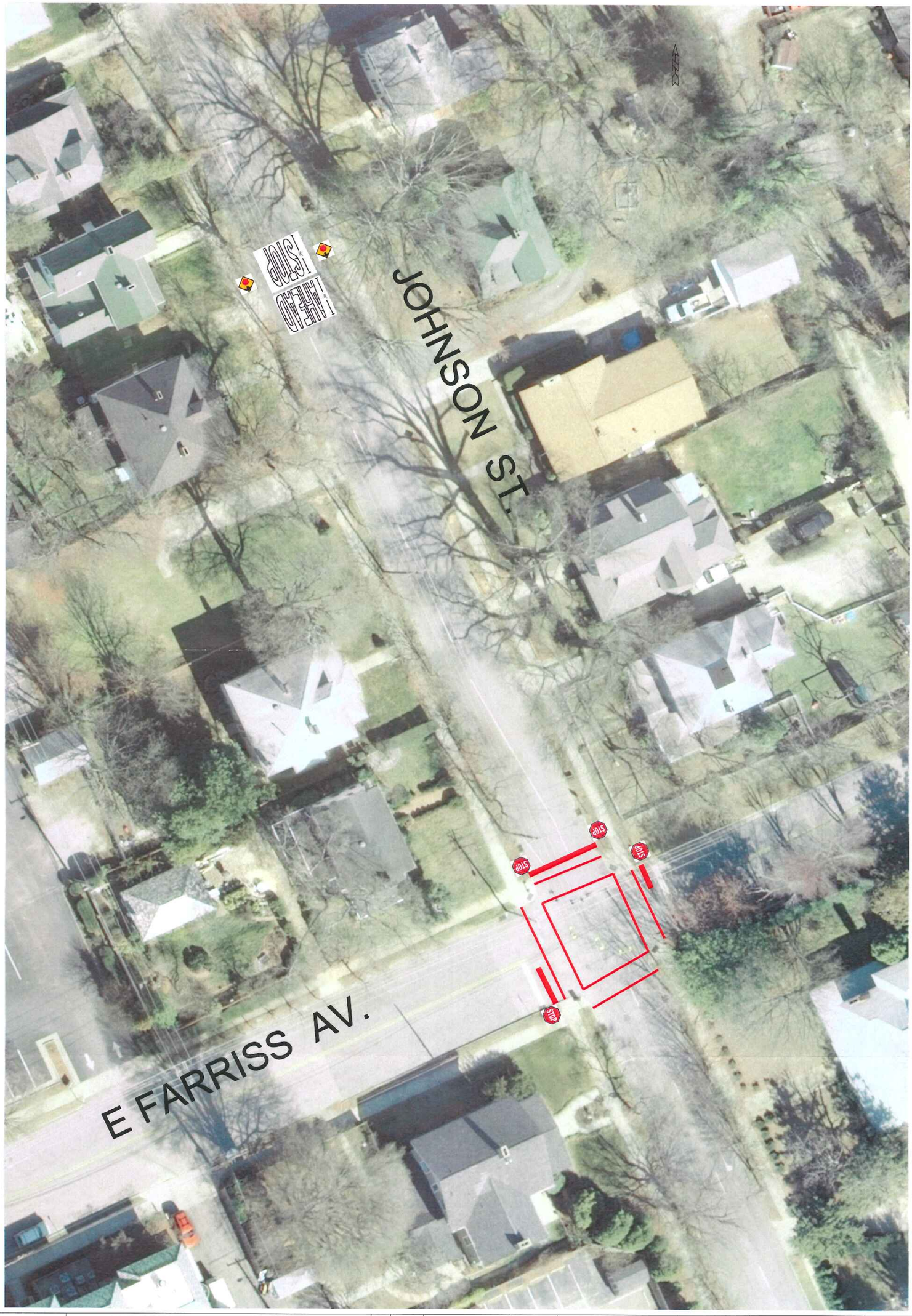
PURPOSE:
The Prosperity and Livability Committee met on July 15 to discuss Transportation Department recommendations to amend Article P of the City's Traffic Ordinance to install a multi-way STOP at the referenced location.

BACKGROUND:
This section of Johnson Street is one way southbound with a posted speed limit of 30 miles per hour (reduced from 35 mph about 15 years ago). The street has been classified as a major thoroughfare since the mid-1960s, and serves commuter traffic flowing into downtown High Point from suburban development. Over time traffic volumes have steadily declined as improvements have been made to other streets, notably Centennial Street, N. College Drive, and the I-74/US 311 Bypass corridor. The current average daily traffic volume is approximately 3,500 vehicles.

Concerns from residents of the Johnson Street Historic District about speeding traffic from Lexington Avenue to Parkway Avenue have persisted for many years, and have prompted several traffic studies. All studies have shown 85th percentile speeds to be between 37 and 39 miles per hour. Enforcement efforts by the High Point Police Department have been effective but limited. Transportation's efforts to reduce travel speeds through the implementation of traffic shifts using pavement markings and staggered on-street parking have not proven effective. A recent review of crashes along the corridor revealed a pattern of angle crashes occurring at the Johnson Street/Farriss Avenue intersection. Most crashes were either run-throughs or pull-outs, where limitations on sight distance and approach speeds on Johnson have been contributing factors. Transportation addressed this by trimming trees, improving signage, and upgrading the overhead flashing beacon at the intersection, however, these efforts have not effectively stemmed the occurrence of crashes. At the Committee's request, Transportation presented several options to address this traffic safety issue, including the installation of a three-way STOP condition. This treatment, in conjunction with appropriate advance signing and pavement markings, is intended to slow travel speeds on Johnson Street and reduce the crash potential at the Farriss Avenue intersection.

BUDGET IMPACT:
The total cost to implement a three-way STOP at this intersection is estimated at $2,300 for new and upgraded signing and pavement markings. This cost can be absorbed as part of normal operations in Transportation's Signs & Markings Division.

RECOMMENDATION / ACTION REQUESTED:
ADOPT: STOP condition on the southbound approach of Johnson Street at Farriss Avenue.
The Prosperity and Livability Committee approved this recommendation for further consideration. City Council is requested to amend Article P of the City's Traffic Ordinance to include the recommended traffic control changes described above.



CONCEPTUAL EXHIBIT DRAWINGS FOR

JOHNSON STREET

INTERSECTION WITH FARRISS AVENUE

TRAFFIC IMPROVEMENTS

HIGH POINT – GUILFORD COUNTY – N.C.

REV.	DATE	DESCRIPTION	BY

JOB NO:	FARRISS-JOHNSON
DATE	JUNE 2015
DESIGNED	JSD
DRAWN	JSD
CHECKED	TAK
SCALE	1" = 20' HORIZONTAL

CITY OF HIGH POINT
ENGINEERING SERVICES DEPARTMENT
211 S. HAMILTON STREET
P.O. BOX 230
HIGH POINT, N.C. 27261
TELEPHONE (336) 883-3194
FAX (336) 883-4118

SHEET NO. 1 OF 1

Z:\Transportation dwg\ROTARY and JOHNSON TRAFFIC CALMING\ROTARY.dwg

CITY OF HIGH POINT
AGENDA ITEM

Title: Truck Mounted Street Sweeper

From: Gary Smith, Fleet Director

Public Hearing: N/A

Attachments: Formal Bid Recommendation

Meeting Date: July 20, 2015
Advertising Date / N/A
Advertised By: N/A

PURPOSE:
The Stormwater Division of Public Services is requesting the purchase of an additional street sweeper to primarily be used for street cleaning. Public Works Equipment and Supply, Inc has a used 2014 Elgin Crosswind street sweeper that is being recommended for Council approval.

BACKGROUND:
The Stormwater Division of Public Services currently has three street sweepers in which two of these serve as front line trucks and one serves as a spare to be used during downtime for preventative maintenance and repair. The purchase of this street sweeper will allow us to have three front line sweepers and one spare. The price of $212,178 is for the sweeper, dealer installed herbicide sprayer, and delivery. Estimated delivery is within 30 days after receiving the purchase order. A new street sweeper with similar equipment currently sells for over $228,000 using the NJPA contract.

BUDGET IMPACT:
Funds are available in 2015-16 Stormwater Fund budget

RECOMMENDATION / ACTION REQUESTED:
The Fleet Services Department recommends purchasing the used 2014 Elgin Crosswind from Public Works Equipment and Supply Inc.

NORTH CAROLINA'S INTERNATIONAL CITY™

FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL

DEPARTMENT: Fleet Services

COUNCIL AGENDA DATE: July 20, 2015

BID NO.: None CONTRACT NO.: DATE OPENED:

DESCRIPTION:

Used 2014 Elgin Crosswind Street Sweeper

PURPOSE:

The Stormwater Division of Public Services is requesting the purchase of an additional street sweeper to primarily be used for street cleaning.

COMMENTS:

The price of $212,178 is for the sweeper, dealer installed herbicide sprayer, and delivery.

RECOMMEND AWARD TO: Public Works Equipment and Supply Inc. AMOUNT: $ 212,178.00

JUSTIFICATION:

The purchase of this street sweeper will allow us to have three front line sweepers and one spare. The price of $212,178 is for the sweeper, dealer installed herbicide sprayer, and delivery. A new street sweeper with similar equipment currently sells for over $228,000 using the NJPA contract.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
671731	532401			$212,178
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: Gary Smith — Digitally signed by Gary Smith DN: cn=Gary Smith, o=City of High Point, ou=Fleet Services, email=gary.smith@highpointnc.gov, c=US Date: 2014.10.13 12:04:10 -04'00' DATE: Jul 6, 2015

The Purchasing Division concurs with recommendation submitted by the Fleet Services and recommends award to the lowest responsible, responsive bidder Public Works Equipment in the amount of $ 212,178.00.

PURCHASING MANAGER: Tarinda Chappell — Digitally signed by Tarinda Chappell DN: cn=Tarinda Chappell, o=City of High Point, ou=Purchasing, email=tarinda.chappell@highpoint.gov, c=US Date: 2015.07.06 13:54:29 -04'00' DATE: Jul 6, 2015

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: Jeffrey A. Moore — Digitally signed by Jeffrey A. Moore DN: cn=Jeffrey A. Moore, o=City of High Point, NC, ou=Financial Services Director, email=jeffmoore@highpointnc.gov, c=US Date: 2015.07.08 14:07:48 -04'00' DATE: Jul 8, 2015

CITY MANAGER: Greg Demko — Digitally signed by Greg Demko DN: cn=Greg Demko, o, ou, email=greg.demko@highpointnc.gov, c=US Date: 2015.07.08 14:33:01 -04'00' DATE: Jul 8, 2015

CITY OF HIGH POINT
AGENDA ITEM

Title: Appointment – Theatre Advisory Board – Johnnie Thigpen

From: Lisa Vierling, City Clerk

Meeting Date: July 20, 2015

Advertising Date / Advertised By:

Public Hearing: N/A

Attachments: Bio Sheet

PURPOSE:
To appoint Johnnie Thigpen to the Theatre Advisory Board to replace Charity Belton who has resigned.

BACKGROUND:
Council Member Latimer Alexander is requesting that Johnnie Thigpen be appointed to the Theatre Advisory Board with the term effective July 20, 2015 – June 1, 2018.

BUDGET IMPACT:
N/A

RECOMMENDATION / ACTION REQUESTED:
Council is requested to confirm the appointment of Johnnie Thigpen to the Theatre Advisory Board. Appointment will be effective immediately and expire June 1, 2018.

High Point, North Carolina

Submit Date: Jul 22, 2015
Status: submitted

Application for Appointment to Boards and Commissions

Profile

All appointments to City boards and commissions are made by the Mayor and City Council and are not limited to those persons who fill out applications.

Johnnie
First Name

Thigpen
Last Name

johnniethigpen@yahoo.com
Email Address

2616 Guyer Street 2D
Street Address

Suite or Apt

High Point
City

NC
State

27266
Postal Code

Within High Point Corporate Limits
Please select your residency status.

Home: (336) 210-4468
Primary Phone

Alternate Phone

Bank of America
Employer

Which Boards would you like to apply for?

Economic Development Corporation, Planning & Zoning Commission, Theatre Advisory Commission

Ward 1
Ward you reside in?

Interests & Experiences

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

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

THIGPEN_Johnnie_2014.pdf

Upload a Resume

Have you participated in Leadership High Point?

○ Yes ◉ No

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

Male

Gender

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

HIGH POINT CITY COUNCIL
REGULAR MEETING
COUNCIL CHAMBERS – HIGH POINT MUNICIPAL BUILDING
JUNE 15, 2015 – 5:30 P.M.

ROLL CALL and MOMENT OF SILENCE

In the absence of Mayor Bencini, Mayor Pro Tem James Davis chaired the meeting. Council Member C. Davis offered the invocation; the Pledge of Allegiance followed.

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

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

ABSENT: *Mayor William S. Bencini, Jr.*

CLOSED SESSION- ATTORNEY-CLIENT PRIVILEGE AND ECONOMIC DEVELOPMENT

Council Member Alexander moved to go into Closed Session pursuant to N.C. General Statute 143-318.11(a)(3) Attorney- Client Privilege and N.C. General Statute 143-318.11(a)(4) Economic Development. Council Member Ewing made a second to the motion, which carried unanimously. [8-0 vote]

Council reconvened into Open Session at 5:52 p.m. with an announcement that there would be no action taken as a result of the Closed Session.

CONSENT AGENDA ITEMS

Chairman J. Davis moved to approve matters 150193, 150194, 150195, 150197, 150198, 150199, 150200, and 150201 and to pull matter 150196 from the Consent Agenda and place it on the Regular Agenda. Council Member Wagner made a second to the motion, which carried unanimously.

Note: Action for these matters will be reflected under the matters as being made and seconded by the same persons.

FINANCE COMMITTEE - *Mayor Pro Tem J. Davis, Chair*
Committee Members: C. Davis, Hill, and Williams

(all were present)

150193 **Contract - Breece Enterprises - Emergency Water & Sewer Repairs**

Council is requested to award contract to Breece Enterprises in the amount of $937,480.00 to assist with emergency repairs and maintenance items on the city's water and sewer systems.

Approved contract with Breece Enterprises in the amount of $937,480.00 to assist with emergency repairs and maintenance items on the city's water and sewer systems.

A motion was made by Mayor Pro Tem J. Davis, seconded by Council Member Wagner, that this Contract be approved. The motion PASSED by the following 8-0 vote.

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

150194 **Contract - Ward Tank Replacement - New Tank Design**

Council is requested to award contract to CDM Smith in the amount of $182,200.00 for the design of the Ward Water Tank Replacement which will be located at 1329 Potts Avenue.

Approved contract with CDM Smith in the amount of $182,200.00 for the design of the Ward Water Tank Replacement which will be located at 1329 Potts Avenue.

A motion was made by Mayor Pro Tem J. Davis, seconded by Council Member Wagner, that this matter be approved. The motion carried by the following 8-0 vote:

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

150195 **Contract - Compensation Claims Solutions (CCS) - Workers' Compensation Program**

Council is requested to award contract to Compensation Claims Solutions (CCS) in the amount of $60,900 (annually) to provide third party workers' compensation claims administration. This is a three year contract beginning September 1, 2015 - August 31, 2018 in the total amount of $182,700.00.

Approved contract with Compensation Claims Solutions (CCS) in the amount of $60,900 annually to provide third party workers' compensation claims administration as part of a three-year contract beginning September 1, 2015 through August 31, 2018 in the total amount of $182,700.00.

A motion was made by Mayor Pro Tem J. Davis, seconded by Council Member Wagner, that this matter be approved. The motion carried by the following 8-0 vote:

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

150197 **City of High Point/Forsyth County - Tax Collection**

Council is requested to authorize the appropriate City Official to execute an agreement between Forsyth County and the City of High Point for the collection of the 2015 and for the collection of 2014 and prior years' taxes by the Forsyth County Tax Administration office for areas of High Point located in Forsyth County.

Approved the agreement with Forsyth County for the collection of the 2015 taxes and for the collection of the 2014 and prior years' taxes by the Forsyth County Tax Administration office

for incorporated areas of High Point located in Forsyth Councy and authorized the appropriate City Official to execute the agreement.

A motion was made by Mayor Pro Tem J. Davis, seconded by Council Member Wagner, that this matter be approved. The motion carried by the following 8-0 vote:

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

150198 **Contract - Community Housing Solutions**

Council is requested to authorize the appropriate city staff to execute contract with Community Housing Solutions to construct two affordable properties in the Southside Community.

Approved contract with Community Housing Solutions and authorized the appropriate city staff to execute same.

A motion was made by Mayor Pro Tem J. Davis, seconded by Council Member Wagner, that this matter be approved. The motion carried by the following 8-0 vote:

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

150199 **Contract Renewal - The Ferguson Group**

Council is requested to authorize the renewal of contract with The Ferguson Group (TFG) for the period of July 1, 2015 - June 30, 2016.

Approved and authorized the renewal of the contract with The Ferguson Group (TFG) for the period of July 1, 2015 - June 30, 2016.

A motion was made by Mayor Pro Tem J. Davis, seconded by Council Member Wagner, that this matter be approved. The motion carried by the following 8-0 vote:

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

150200 **High Point Convention & Visitors Bureau - 2015-2016 Annual Budget/Contract**

City Council is requested to approve the annual budget for the High Point Convention & Visitors Bureau (CVB) for FY 2015-2016 and authorize the City Manager to execute contract between the High Point Convention and Visitors Bureau for FY 2015-2016.

Approved the annual budget for the High Point Convention & Visitors Bureau (CVB) for FY 2015-2016 and authorized the City Manager to execute contract between the City of High Point and the High Point Convention and Visitors Bureau for FY 2015-2016.

A motion was made by Mayor Pro Tem J. Davis, seconded by Council Member Wagner, that this matter be approved. The motion carried by the following 8-0 vote:

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

150201 **International Home Furnishings Market Authority - 2015-2016 Annual Budget**

City Council is requested to approve the FY 2015-2016 annual budget for the International Home Furnishings Market Authority (Market Authority).

Approved the FY 2015-2016 annual budget for the International Home Furnishings Market Authority (Market Authority).

A motion was made by Mayor Pro Tem J. Davis, seconded by Council Member Wagner, that this matter be approved. The motion carried by the following 8-0 vote:

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

REGULAR AGENDA ITEMS

FINANCE COMMITTEE - *Mayor Pro Tem J. Davis, Chair*
Committee Members: C. Davis, Hill and Williams

(all were present)

150202 **City of High Point 2015-2016 Budget Ordinance and Related Documents**

City Council is requested to adopt the FY 2015-2016 Budget Ordinance for the City of High Point and related ordinances and/or resolutions.

Mayor Pro Tem J. Davis announced that action on the City of High Point 2015-2016 Budget Ordinance and related documents would be deferred and considered at an Adjourned Session of the City Council that would be held on Thursday, June 18, 2015 at 9:30 a.m.

A motion was made by Mayor Pro Tem J. Davis, seconded by Council Member Wagner, that this matter be deferred to the City Council, due back on 6/18/2015 at 9:30 a.m.. The motion carried by the following 8-0 vote:

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

150196 **Budget Ordinance Amendment - Market Authority - Occupancy Taxes & Business Licenses**

Adoption of an ordinance amending the 2014-2015 Budget Ordinance to appropriate funds received for the Market Authority for occupancy tax and showroom licenses that exceed the adopted budget by an estimated $85,000.00.

Note: This matter was initially included on the Finance Committee Consent Agenda; however, action was taken to pull this matter from the Consent Agenda and add it to the Regular Agenda for further discussion.

Mayor Pro Tem J. Davis explained the revenues for the occupancy taxes and business licenses came in over the amount budgeted (budgeted $60,000 in revenues; received $85,000 in revenues).

Adopted Ordinance amending the 2014-2015 Budget Ordinance appropriating funds received for the Market Authority for occupancy tax and showroom licenses that exceed the adopted budget by an

A motion was made by Mayor Pro Tem J. Davis, seconded by Council Member Williams, that this matter be adopted. The motion carried by the following 8-0 vote:

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

PLANNING & DEVELOPMENT COMMITTEE - *Council Member Wagner, Chair*
Committee Members: C. Davis, J. Davis and Golden

(all were present)

150203 **Resolution of Intent - Street Abandonment Case 15-05**

Approval of a Resolution of Intent that establishes a public hearing date of Monday, July 20, 2015 at 5:30 p.m. to consider a request by the City of High Point Technical Review Committee to abandon a partially improved alley lying along the west side of Cable Street, approximately 65 feet south of W. Green Drive

Adopted Resolution of Intent establishing a public hearing date of Monday, July 20, 2015 at 5:30 p.m. to consider a request by the City of High Point Technical Review Committee to abandon a partially improved alley lying along the west side of Cable Street, approximately 65 feet south of W. Green Drive.

A motion was made by Council Member Wagner, seconded by Council Member Alexander, that this matter be adopted. The motion carried by the following 8-0 vote:

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

Resolution No. 1456/15-27
Introduced 6/15/2015; Adopted 6/15/2015
Resolution Book, Volume XIX, Page 27

150204 **Resolution of Intent - Street Abandonment Case 15-06**

Approval of a Resolution of Intent that establishes a public hearing date of Monday, July 20, 2015 at 5:30 p.m. to consider a request by the City of High Point Technical Review Committee to abandon an unimproved right-of-way lying north of Tank Avenue.

Adopted Resolution of Intent establishing a public hearing date of Monday, July 20, 2015 at 5:30 p.m. to consider a request by the City of High Point Technical Review Committee to abandon an unimproved right-of-way lying north of Tank Avenue.

A motion was made by Council Member Wagner, seconded by Council Member Alexander, that this matter be adopted. The motion carried by the following 8-0 vote:

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

Resolution No. 1457 / 15-28
Introduced 6/15/2015; Adopted 6/15/2015
Resolution Book XIX, Page 28

PUBLIC HEARINGS

150205 **Ordinance - Keystone Group, Inc. - Annexation Case 15-05**

A request by Keystone Group, Inc. to consider a voluntary contiguous annexation of approximately 0.6 acres lying at the southwest corner of Barrow Road and Willard Dairy Road. The property is also known as Guilford County Tax Parcel Guilford 0169950 and 0222141 (portion).

*The public hearing for this matter and related matter **150206 Ordinance- Keystone Group, Inc. Zoning Case 15-08** was held on Monday, June 15, 2015 at 5:30 p.m.*

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

Council Member Alexander inquired about the flag-shaped lot. Mr. Shannon explained when staff was conducting the initial research, it was discovered that this parcel was owned by the applicant, but was never annexed. For this reason, staff suggested the applicant also include this additional area, which is an access easement that was never annexed.

Following the presentation of the staff report, Chairman Wagner opened the public hearing and asked if there was anyone present who would like to comment.

Scott Wallace, President of Keystone Group, Inc., 3708 Alliance Drive, Greensboro, spoke in favor of Annexation Case 15-05, as well as Zoning Case 15-08. He informed Council that they were fortunate enough to purchase the home that used to be on this lot and they would like to combine it with their community, The Trellises.

Chairman Wagner asked if there were any additional comments. There being none, the public hearing was closed.

Adopted Ordinancd providing for the annexation of approximately 0.6 acres lying at the southeast corner of Barrow Road and Willard Dairy Road (Guilford County Tax Parcel Guilford 0169950 and 0222141 (portion).

A motion was made by Council Member Wagner, seconded by Council Member Hill, that this matter be adopted. The motion carried by the following 8-0 vote:

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

Ordinance No. 7153/15-36
Introduced 6/15/2015; Adopted 6/15/2015
Ordinance Book, XIX, Page 36

150206 **Ordinance - Keystone Group, Inc. Zoning Case 15-08**

A request by Keystone Group, Inc. to rezone approximately 0.6 acres from the Agricultural (AG) District, within Guilford County's zoning jurisdiction, to the Residential Multifamily-5 (RM-5) District. The site is lying at the southwest corner of Barrow Road and Willard Dairy Road. Approval of this request is contingent upon City Council approval of a voluntary annexation petition.

The public hearing for this matter and related matter **150205 Ordinance- Keystone Group, Inc.- Annexation Case 15-05** was held on Monday, June 15, 2015 at 5:30 p.m.

Herb Shannon of Planning and Development presented the staff report, which is hereby attached in Legistar as a permanent part of these proceedings.

Following the presentation of the staff report, Chairman Wagner opened the public hearing and asked if there were any comments.

Scott Wallace, President of Keystone Group, Inc., 3708 Alliance Drive, Greensboro, spoke in favor of Annexation Case 15-05, as well as Zoning Case 15-08. He informed Council that they were fortunate enough to purchase the home that used to be on this lot and they would like to combine it with their community, The Trellises.

There being no further comments, the public hearing was closed.

Adopted Ordinance providing for the rezoning of this property from the Agricultural (AG) District, within Guilford County's zoning jurisdiction, to the Residential Multifamily-5 (RM-5) District based on consistency with the City's adopted plans. Council finds this action to be reasonable and in the public interest as outlined in the Staff Analysis section of the Staff Report.

A motion was made by Council Member Wagner, seconded by Council Member Ewing, that this matter be adopted. The motion carried by the following 8-0 vote:

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

Ordinance No. 7154/15-36
Introduced 6/15/2015; Adopted 6/15/2015
Ordinance Book, XIX, Page 36

150207 **Ordinance - Cornerstone Properties, LLC - Zoning Case 15-09**

A request by Cornerstone Properties, LLC to rezone approximately 0.7 acres from the Light Industrial (LI) District to the Central Business (CB) District. The site is lying along the east side of S. Hamilton Street, approximately 80 feet south of E. Green Drive (305 & 307 S. Hamilton Street).

The public hearing for this matter was held on Monday, June 15, 2015 at 5:30 p.m.

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

Following the presentation of the staff report, Chairman Wagner opened the public hearing and asked if there were any comments.

Alex Field, 442 Chesterwoods Court, High Point, spoke in favor of the request on behalf of Cornerstone Properties. He explained Cornerstone Properties would like to take this vacant showroom and revitalize it so that it is modern and contemporary to match the remaining showrooms in the immediate and surrounding areas.

Chairman Wagner asked if there were any additional comments. There being none, the public hearing was closed.

Adopted Ordinance providing for the rezoning of this property from the Light Industrial (LI) District to the Central Business (CB) District based on consistency with the City's adopted plans. The City Council finds this action to be reasonable and in the public interst based on the statements contained in the Staff Analysis section of the staff report.

A motion was made by Council Member Wagner, seconded by Council Member Ewing, that this matter be adopted. The motion carried by the following 8-0 vote:

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

Absent (1): Mayor Bencini

Ordinance No. 7155 / 15-38
Introduced 6/15/2015; Adopted 6/15/2015
Ordinance Book XIX, Page 38

150208 **Ordinance MCND, LLC - Zoning Case 15-10**

A request by MCND, LLC to rezone an approximate 1.8-acre parcel from the Residential Single Family-9 (RS-9) District to the Light Industrial (LI) District. The site is lying along the north side of Central Avenue, approximately 1,100 feet west of Triangle Lake Road (3401 Central Avenue).

The public hearing for this matter was held on Monday, June 15, 2015 at 5:30 p.m.

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

Shannon pointed out that the map does show an existing house on this property, but the house has been removed.

Following the conclusion of the staff report, Chairman Wagner opened the public hearing and asked if there was anyone present who would like to comment.

Council Member Williams asked if staff could elaborate on what this company does. Mr. Shannon pointed out the applicant was present and could elaborate further on this matter.

Shane Stutts, a High Point attorney, representing MCND, LLC, a real estate holding company for Pack Rite, a manufacturing facility, explained that Pack Rite is a manufacturer of packaging products. He shared that Pack Rite would like to square up this tract of land and give it the buffer and run-off application in anticipation of completion of the expansion to their building.

Chairman Wagner asked if there was anyone else present who would like to speak. There being no further comments, the public hearing was closed.

Adopted Ordinance providing for the rezoning of this property from the Residential Single Family-9 (RS-9) District to the Light Industrial (LI) District based on consistency with the City's adopted plans. The City Council finds this action to be reasonable and in the public interest based on the statements as outlined in the Staff Analyis section of the staff report.

A motion was made by Council Member Wagner, seconded by Council Member Davis, that this matter be adopted. The motion carried by the following 8-0 vote:

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

Absent (1): Mayor Bencini

Ordinance No. 7156/15-39
Introduced 6/15/2015; Adopted 6/15/2015
Ordinance Book, XIX, Page 39

Pending Items

150174 **Ordinance - Sylvia Kennedy - Annexation Case 15-04 (Executrix for the estate of Helen Ruth Byerly)**

A request by Sylvia Kennedy to consider a voluntary non-contiguous annexation of approximate 12.3-acres approximately 950 feet north of W. Lexington Avenue along the east side of Richard Byerly Road and west of Fernley Court.

Council Member Alexander questioned the status of this request because he did not see it on the pending list on the Agenda. Herb Shannon, Director of Planning and Development, explained that the applicant did request that it be continued to a date certain, and the Council took action on May 18, 2015 to continue the public hearing to the July 20, 2015 High Point City Council meeting.

150175 **Allegro Investment Properties, LLC - Land Use Plan Amendment Case 15-01**

A request by Allegro Investment Properties, LLC to change the Land Use Map classification for approximately 27 acres from Future Growth Area to Low Density Residential. The site is lying north of W. Lexington Avenue and east of Richard Byerly Road.

Council Member Alexander questioned the status of this request because he did not see it on the pending list on the Agenda. Herb Shannon, Director of Planning and Development, explained that the applicant did request that it be continued to a date certain, and the Council took action on May 18, 2015 to continue the public hearing to the July 20, 2015 High Point City Council meeting.

150176 **Ordinance - Allegro Investment Properties, LLC - Zoning Case 15-07**

A request by Allegro Investment Properties, LLC to rezone approximately 12.3 acres from the Low Density Residential (RS) and Rural Agricultural-3 (RA-3) Districts, both within Davidson County's zoning jurisdiction, to the Residential Single Family-15 (RS-15) District. The site is lying approximately 950 feet north of W. Lexington Avenue, along the east side of Richard Byerly Road and west of Fernley Court. Approval of this rezoning request is contingent upon City Council approval of a voluntary annexation request.

Council Member Alexander questioned the status of this request because he did not see it on the pending list on the Agenda. Herb Shannon, Director of Planning and Development, explained that the applicant did request that it be continued to a date certain, and the Council took action on May 18, 2015 to continue the public hearing to the July 20, 2015 High Point City Council meeting.

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

Pending Items

150190 **Amendment to Traffic Schedule - Article P - Four Way Stop at Rotary/Farris**

Consideration of a recommendation by the Prosperity and Livability Committee to install a four-way STOP condition at the intersection of Rotary Drive and Farriss Avenue.

Chairman Ewing announced that this matter, along with a few other traffic calming concerns, would be discussed at the July meeting of the Prosperity & Livability Committee.

GENERAL BUSINESS AGENDA

150209 **Reappointments - Theatre Advisory Board**

Council is requested to confirm the reappointment of Ryan Ferguson and Amanda Anderson to the Theatre Advisory Board. Reappointments to be effective immediately and will expire June 1, 2018.

Approved the reappointment of Ryan Ferguson and Amanda Anderson to the Theatre Advisory Board.

A motion was made by Council Member Alexander, seconded by Council Member Ewing, that this matter be approved. The motion carried by the following 8-0 vote:

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

150211 **Reappointment to Planning & Zoning Commission- Tom Kirkman**

Council Member C. Davis is asking Council to confirm the reappointment of Tom Kirkman to the Planning & Zoning Commission. Appointment effective July 1, 2015 and will expire 7/1/2018.

Since this matter did not originally appear on tonight's Agenda, **Council Member C. Davis moved to suspend the rules to add the reappointment of Tom Kirkman to the Planning and Zoning Commission tp the Agenda so that it could be considered. Council Member J. Davis made a second to the motion to suspend the rules.**

For further discussion, Council Member Alexander asked if Mr. Kirkman's term had expired. Council Member C. Davis replied that his term would expire on July 1, 2015 and noted that Mr. Kirkman was filling an unexpired term. Council Member Alexander preferred to wait and put this matter on the next City Council Agenda in July and noted that people with expired terms are often allowed to continue serving until reappointed or replaced.

Mayor Pro Tem J. Davis then called for a vote on the motion to suspend the rules to add this reappointment to the agenda. **The vote carried by a 7-1 vote. [Council Member Alexander voted No; Mayor Bencini was absent]**

Council Member C. Davis then made a motion to reappoint Tom Kirkman to the Planning and Zoning Commission effective 7/1/2015 for a three-year term. Council Member J. Davis made a second to the motion.

For further discussion, Council Member Alexander asked if this was Mr. Kirkman's first term or a second term. Bob Robbins of Planning and Development explained that Mr. Kirkman was initially appointed to serve an unexpired term and this would be his first full term, which would make him eligible for a second term.

There being no further discussion, the motion to reappoint Tom Kirkman to the Planning and Zoning Commission carried by an 8-0 unanimous vote as follows:

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

150097 **Boards & Commissions- Vacancy Report**

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

Attachments:
term expirations 2015 revised 1

This information is included for informational purposes only.

150210 **Approval of the Minutes of Previous City Council Meetings**

Minutes of the previous meetings of City Council will be submitted for approval at the July 20th meeting.

There were no minutes submitted for approval at this meeting. The minutes of previous City Council meetings will be submitted for approval at the July 20, 2015 meeting.

ADJOURNMENT

At 6:20 p.m., Council took action to adjourn this meeting to Thursday, June 18, 2015 at 9:30 a.m.

Respectfully Submitted,

_____
James C. Davis, Mayor Pro Tem

Attest:

_____
Lisa B. Vierling, MMC
City Clerk

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Workforce Innovation and Opportunity Act:

An Introduction to Key Provisions

Vision

To achieve and maintain an integrated, job-driven workforce system that links our diverse, talented workforce to our nation's businesses and improves the quality of life for our citizens.

Based on three key pillars of our system:

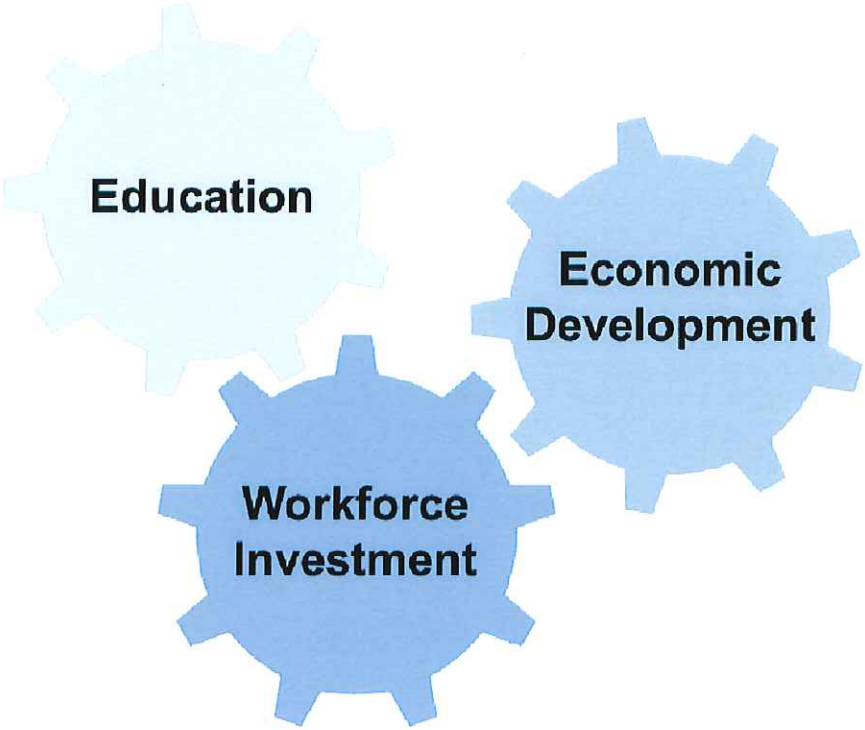
- One-Stop career centers provide first-rate customer service to jobseekers, workers, and businesses.
- The demands of businesses and workers drive workforce solutions.
- The workforce system supports strong regional economies.

Six Broad Goals of WIOA

1. Increase access to education, training, and employment--particularly for people with barriers to employment.

Six Broad Goals of WIOA

2. Create a comprehensive, high-quality workforce development system by aligning workforce investment, education, and economic development.

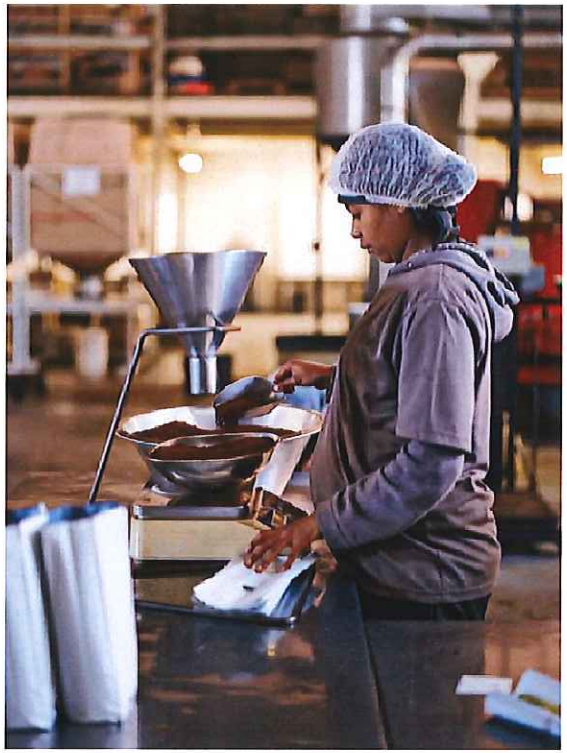


Six Broad Goals of WIOA

3. Improve the quality and labor market relevance of workforce investment, education, and economic development efforts.

4. Promote improvement in the structure and delivery of services.

Six Broad Goals of WIOA



5. Increase the prosperity of workers and employers.

6. Reduce welfare dependency, increase economic self-sufficiency, meet employer needs, and enhance the productivity and competitiveness of the nation.

Local Governance

Local Governance

- WIOA expands the strategic roles of state and local workforce development boards.
- WIOA positions boards to meet the workforce needs of local and regional employers.
- TriadWorks

Local Workforce Board Membership

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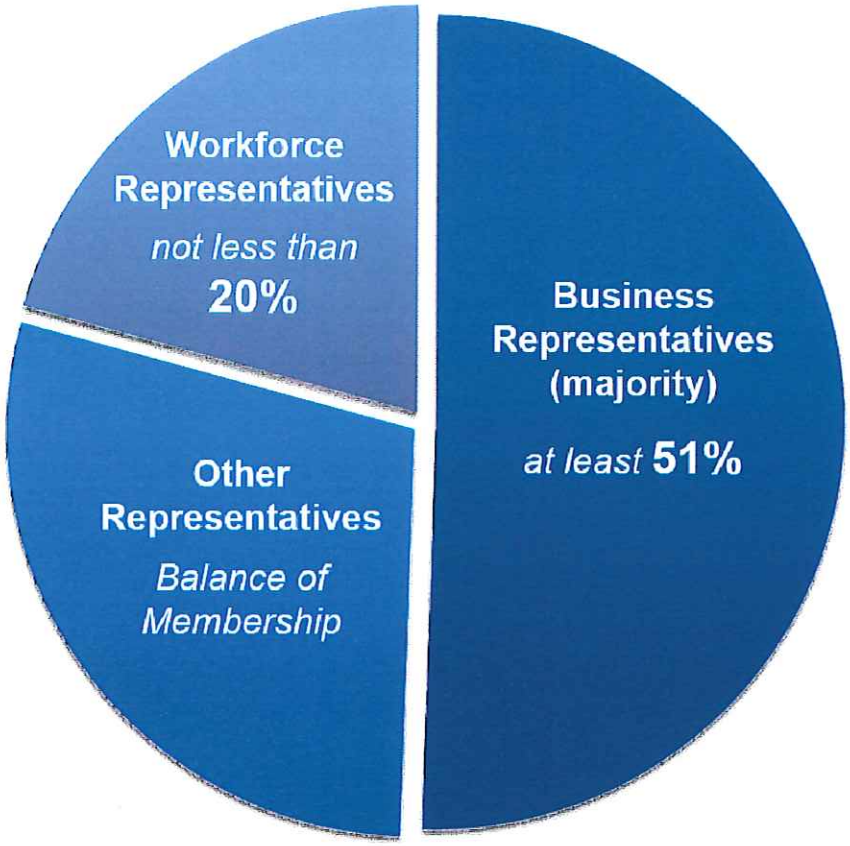
Minimum Membership

- **Business Representatives**
- **Workforce Representatives**

  shall include labor (2) and apprenticeship

  may include CBO & Youth
- **Other Representatives to include:**
  - Adult Education/Literacy Providers
  - Higher Education (including community colleges)
  - Economic and Community Development
  - Wagner-Peyser Employment Services
  - Vocational Rehabilitation
  - May include others determined appropriate by chief elected officials



Local Workforce Board Functions

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Responsibilities

Strategic Functions

- Developing a local plan
- Conducting workforce research and regional labor market analysis
- Negotiating local performance measures
- Developing a budget for local activities
- Leading career pathways development

System Capacity Building

- Identifying and promoting promising practices to meet needs of employers and workers with disabilities
- Convening, brokering, and leveraging local stakeholders to assist in writing plan and identifying non-federal expertise and resources
- Engaging a diverse range of employers to promote business representation and industry/sector partnerships

Systems Alignment & Effective Operations

- Identifying eligible training providers
- Designating One-Stop operators
- Program oversight and developing MOUs with One-Stop partners
- Conducting oversight of local youth activities
- Identifying eligible youth providers and awarding competitive grants/contracts

P.L. 112-128 Sec. 107(d)

Focus on Regional Collaboration

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WIOA promotes alignment of workforce development programs with regional economic development strategies to meet the needs of local and regional employers.

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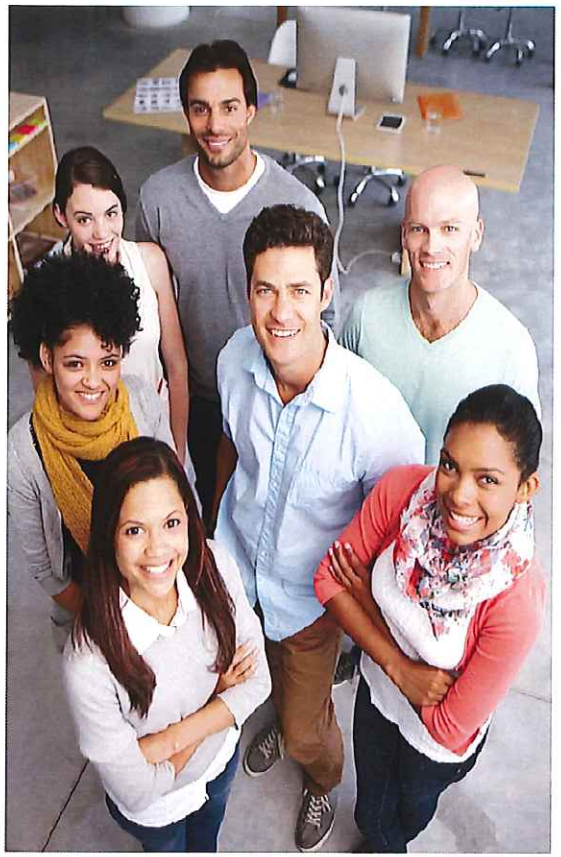
One-Stop Center Service Design

Service Integration

- WIOA increases the quality, integration, and accessibility of One-Stop services.
- Services are delivered via a national network of One-Stop centers, as in WIA. Wagner-Peyser Employment Services cannot stand alone, and must be delivered along with required One-Stop partner programs.
- States may develop integrated intake, case management, reporting systems, and fiscal and management accountability systems.

One-Stop Centers



- Each local area must have 1 comprehensive One-Stop center that provides access to the services of all required partners.
- Local boards certify One-Stop centers every 3 years, using criteria written by the state board on effectiveness, accessibility, and continuous improvement.

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Robust and Effective Services to Businesses

WIOA Meets Employer Needs

WIOA contributes to economic growth and business expansion by ensuring the workforce system is job-driven, matching employers with skilled workers.

State and Local Workforce Boards

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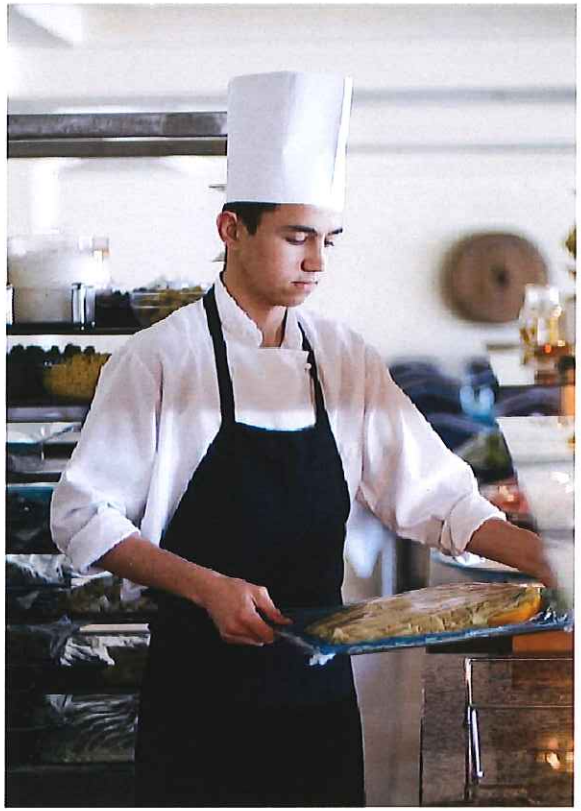
- Promote industry and sector partnerships to address the workforce needs of multiple industry employers
- Emphasize career pathways to promote employment in in-demand occupations and industries

Services to Employers

- Local boards fund proven work-based training strategies, such as on-the-job training, Registered Apprenticeship, transitional jobs, and customized training.
- Up to 20% of Adult and DW funds can be spent on incumbent worker training
- Local board will engage in a regional planning process to develop a coordinated regional service strategy.



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Robust and Effective Services to Jobseekers and Workers

Career Services

- Former WIA core and intensive services are merged under WIOA into a single new category of **Career Services**.

- Under WIOA, individuals have enhanced access to training by ensuring there is no sequence of service requirement.

Support for Work-based Learning

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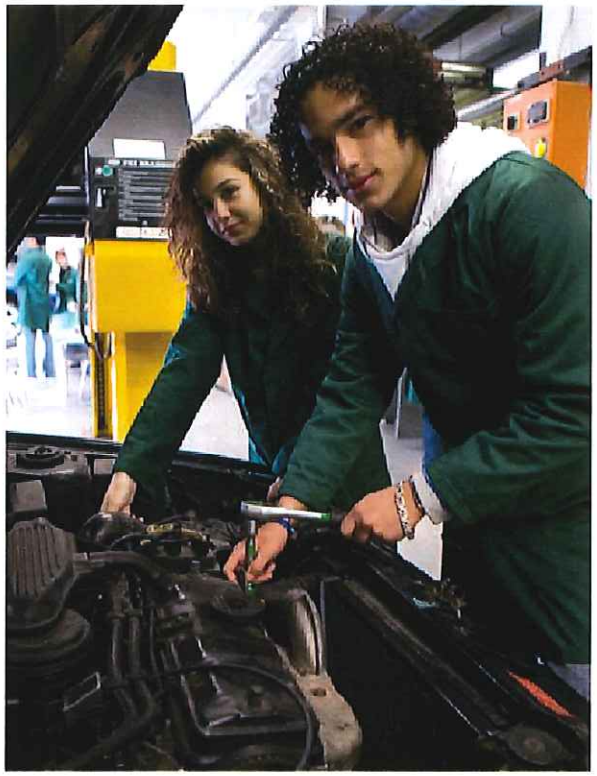


WIOA allows local boards to fund proven work-based strategies.

- Transitional Employment
- Internships

Priority of Service

Job seekers who are basic skills deficient now have priority for Adult program services; along with low-income job seekers and public assistance recipients.

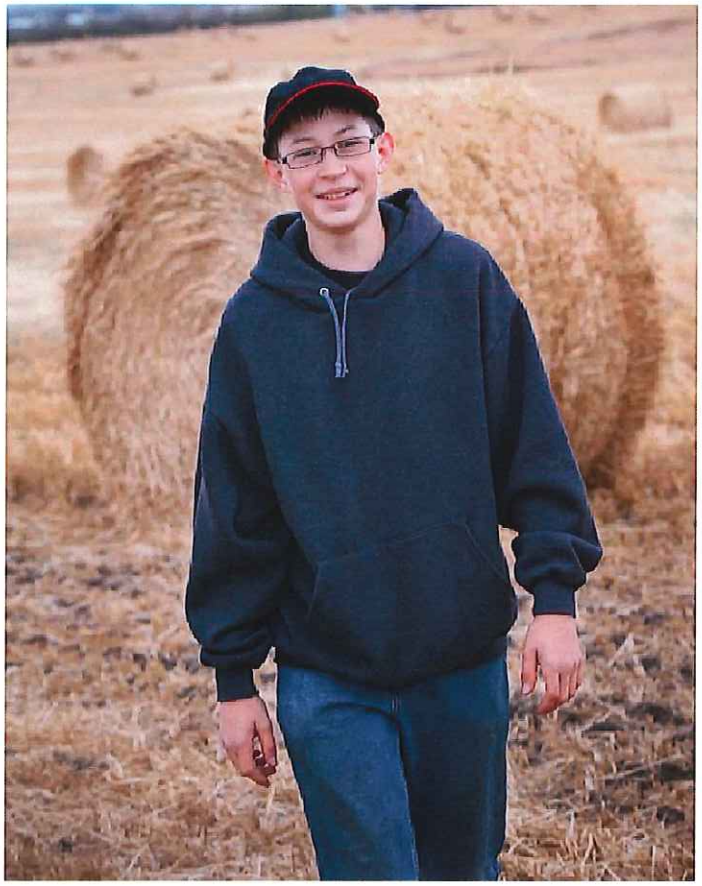
Youth Programs

Changes to Youth Eligibility

Out-of-School Youth

To be eligible youth must be:

- Aged 16 to 24
- Meet one or more additional conditions

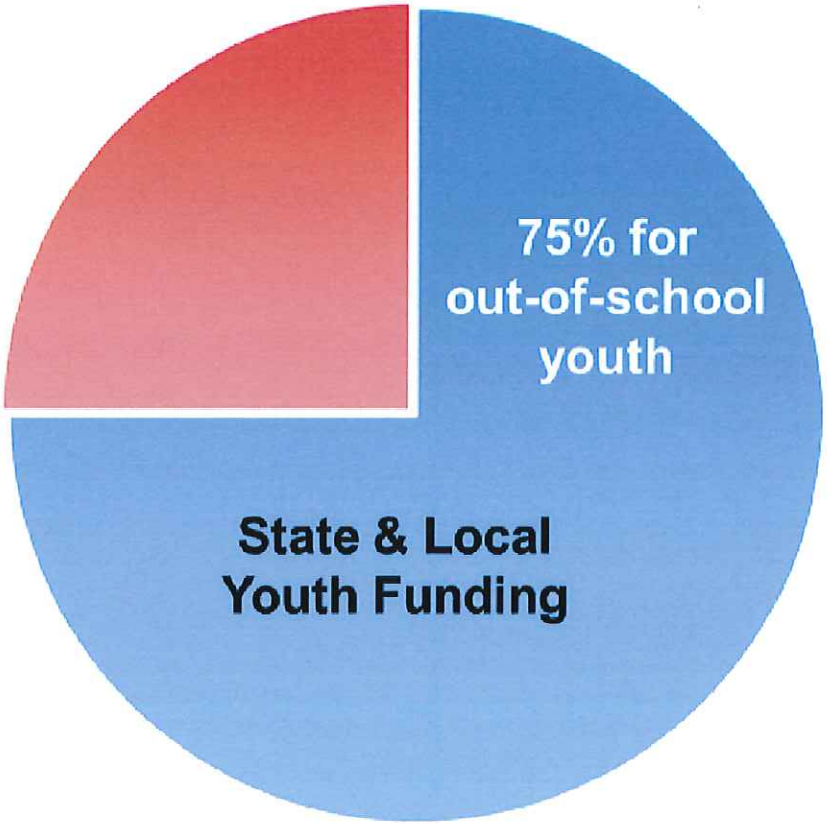


Changes to Youth Eligibility

Out-of-School Youth – Additional Conditions

- School dropout
- Within the age of compulsory school attendance, but has not attended school for at least the last completer year
- Have high school diploma and is low-income and basic skills deficient or an English language learner
- Subject to the juvenile or adult justice system
- A homeless child or youth, a runaway, in foster care or has aged out of the foster care system,
- Pregnant or parenting
- An individual with a disability
- Low-income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment

Priority for Services



WIOA requires **75%** of state and local Youth funding be used for out-of-school youth.

Emphasis on Work-based Learning

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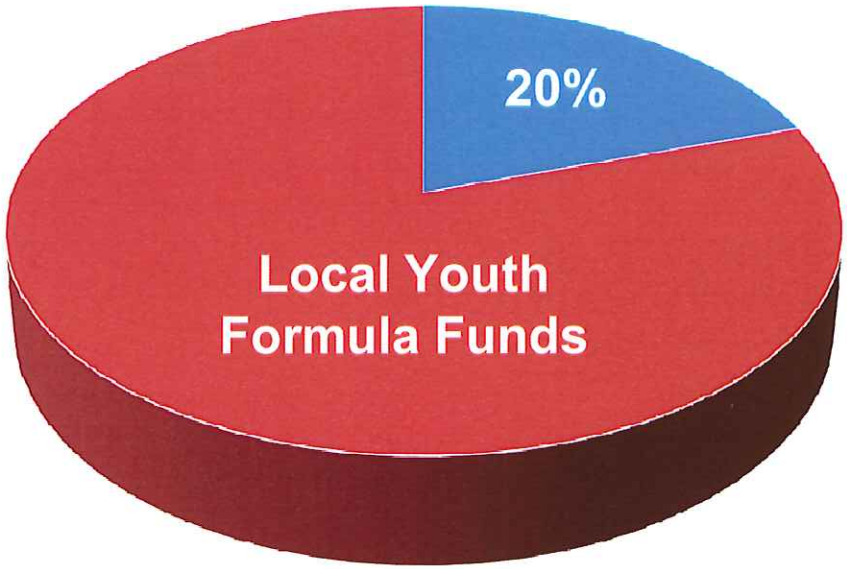
Funding Work Experiences



At least **20%** of local Youth formula funds must be used for work activities such as:

- Summer jobs
- Pre-apprenticeship
- On-the-job training
- Internships

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Performance Accountability

Common Performance Accountability

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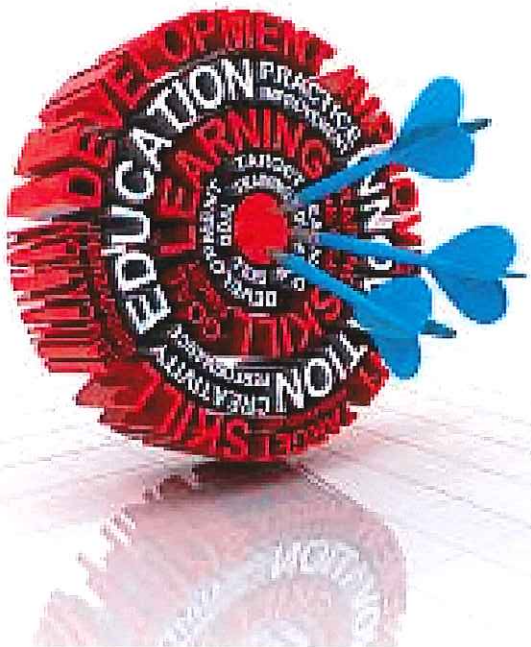
- Common performance indicators ensure that federal investments in employment and training programs are evidence-based, data-driven, and accountable to participants and taxpayers.

- Core programs and other authorized programs are required to report on the new primary indicators.



Primary Indicators

WIOA's new primary indicators focus on outcomes and progress of programs.

UNDER WIOA (Primary Indicators only)

1. Percent Employed 2nd Qtr. after exit (Adult programs)
2. Placement in Employment/Education 2nd Qtr. after exit (Youth programs)
3. Percent Employed 4th Qtr. after exit (Adult programs)
4. Placement in Employment/Education 4th Qtr. after exit (Youth programs)
5. Median Earnings 2nd Qtr. after exit (All programs)
6. Credential Attainment (up to 1 year after exit) (All programs)
7. Measurable Skill Gains (All programs)
8. Effectiveness in Serving Employers (All programs)

Q & A

GUILFORD COUNTY WORKFORCE DEVELOPMENT BOARD: SUMMARY INFORMATION FOR PY 2014-15

TOTAL NCWORKS CAREER CENTER VISITORS July 1, 2014 - June 30, 2015	Total Visits	Unique Customers
Greensboro (two centers)	30,708	13,402
High Point (one center)	21,181	9,475
Guilford County (total for three centers)	51,889	22,877

TOTAL NCWORKS CUSTOMERS ENROLLED INTO WIA ACTIVITIES		
July 1 , 2014 - June 30, 2015	Count	Percentage
Greensboro (two centers)	5,993	62%
High Point (one center)	3,726	38%
Guilford County (total for three centers)	9,719	100%
Total enrolled into Youth intensive activity	260	n/a

CUSTOMERS IN WORKFORCE-SPONSORED TRAINING ACTIVITIES	
July 1 , 2014 - June 30, 2015	
Classroom Training	439
On-the-Job Training	31
Youth Work Experience/Internships	187
Adult Work Experience/Internships	4

TRAINING AREAS BY OCCUPATIONAL SECTOR	Number	Percentage
July 1 , 2014 - June 30, 2015		
Healthcare	163	37%
Manufacturing - General	22	5%
Aviation Specific	143	33%
Transportation & Logistics	42	10%
Construction Trades	19	4%
Machining	23	5%
Other Occupations	27	6%
TOTAL IN CLASSROOM TRAINING	439	100%

PLACEMENT RESULTS FOR ALL PARTICIPANTS IN PERFORMANCE POOL FOR MOST RECENT ROLLING 12 MONTH PERIOD FOR WHICH DATA IS AVAILABLE (placement is defined as being employed in the first quarter after the customer "exits" the NCWorks system and is based on UI data received about 6 months after exit		
Total Exiters Oct 2013-Sep 2014:	3,719	
Total Employed in 1st Quarter After Exit	2,412	65% of exiters

AVERAGE WAGE AT PLACEMENT	
Average wage is not available for all those in the chart above. The average wage for exited customers served by an assigned case manger in WIA intensive or training services is:	$17.39 per hour

WIA FUNDING COMPARISON FOR LAST FIVE YEARS					
	PY 2011-12	PY 2012-13	PY 2013-14①	PY 2014-15	PY 2015-16
ADULT	$ 967,465	$ 980,627	$ 2,110,826	$ 1,213,492	$ 1,164,802
DISLOCATED WORKER	$ 1,073,373	$ 1,026,460	$ 1,128,075	$ 1,325,345	$ 1,086,465
YOUTH	$ 1,170,690	$ 1,172,920	$ 1,300,294	$ 1,372,757	$ 1,319,283
ADMINISTRATION	$ 356,836	$ 353,333	$ 504,355	$ 434,623	$ 396,727
TOTAL BASIC PROGRAMS	$ 3,568,364	$ 3,533,340	$ 5,043,550	$ 4,346,217	$ 3,967,277
change between years	n/a	-1.0%	42.7%	-13.8%	-8.7%

① The original 2013 allocation for Adult was $1.16 million and for DW, $2.08 million. To balance actual expenditures need to allocation amounts, $950,000 was transferred from DW to Adult

MANAGER'S BRIEFING SESSION/BUDGET REVIEW SESSION
JUNE 15, 2015 – 3:30 P.M
3rd FLOOR LOBBY CONFERENCE ROOM (FISHBOWL)

MINUTES

PRESENT:
Mayor Pro-Tem James Davis (Ward 5); Council Members Latimer Alexander (At-Large); Cynthia Davis (At-Large); Jeffrey Golden (Ward 1); Christopher Williams (Ward 2); Alyce Hill (Ward 3); Jay Wagner (Ward 4); and Jason Ewing (Ward 6).

ABSENT:
Mayor William Bencini

STAFF PRESENT:
Greg Demko, City Manager; Randy McCaslin, Deputy City Manager; Eric Olmedo, Budget and Performance Manager; Laura Altizer, Senior Budget Analyst; Roslyn McNeill, Budget Analyst; Jeron Hollis, Communications Officer; Angela Kirkwood; Jeff Moore, Director of Finance; Loren Hill, President HP Economic Development Corp.; Sandy Dunbeck, Senior Vice-President HP Economic Development Corp.; JoAnne Carlyle, City Attorney; Lisa Vierling, City Clerk; Tom Vincent, Deputy City Clerk

OTHERS PRESENT:
Jennifer Imo and Heidi Schott, Ferguson Group

MEDIA PRESENT:

Pat Kimbrough, *High Point Enterprise*

MINUTES

Briefing From the Ferguson Group
Jennifer Imo, with The Ferguson Group, reported that she had a productive day meeting with City Department Heads. As a result of these meetings, she received some great ideas and projects to work on for the City. Her next step is to take the information received and do some research and to create a Federal Agenda for the City. She explained there is a matrix of all the programs they will be focusing on and identifying funding opportunities, legislative fixes and Federal agency work. The goal is to have the Federal Agenda completed by July 31st. Even though the City Council usually approves the agenda, it does not inhibit the Ferguson Group from working on other things.

Council Member Alexander noted there were new representatives at the Federal level: Representatives Adams and Walker and Senator Tillis. He also pointed out Senator Burr has an election coming up and wanted to know what his office was pushing and what they could deliver. Ms. Imo stated the new folks were eager to help and reported Senator Burr's office is always willing to help when asked. She noted Senator Burr's position on the Intelligence Committee makes him very committed to military issues, but he is also very interested in local priorities. Ms. Imo added that Senator Burr is a big proponent of the Land and Water Conservation Fund and has been pushing for additional funding in this area. She suggested that High Point communicate to Senator Burr's office their appreciation for his support of the fund. There was a discussion about the availability of Federal funds for completing some greenways in High Point. Mayor Pro Tem Jim Davis said Council had discussed going to Washington D.C. to have

face to face time with representatives. Ms. Imo said that was a good idea and should be timed right to maximize the effectiveness. There was a discussion about the City becoming a Designated Weatherization Contractor to take advantage of some Federal funding. Ms. Imo said there may be low interest loans available for water and wastewater infrastructure through the Water Infrastructure Finance and Innovation Act (WIFIA).

Retail Economic Development

Sandy Dunbeck, Senior Vice President of the High Point Economic Development Corporation, reported the City was working on a new economic development endeavor involving retail. She reported that it is a three-year program and they were working with Electricities and a group called Retail Strategies. She shared a draft of a marketing guide they were working on. Ms. Dunbeck said Retail Strategies focused on retail corridors and identified three main areas: north High Point, North Main and South Main. City Manager Greg Demko added that these groups know what retailers are looking for and they will be able to promote the City of High Point. Ms. Dunbeck noted the marketing guide identified focused properties. They also did a GAP analysis which showed that High Point needs more grocery stores. Council Member Alexander pointed out there are lots of opportunities along the I-74 corridor such as a hotel or restaurants such as Cracker Barrel. Ms. Dunbeck advised that Retail Strategies could come back in August or September to brief Council.

Budget Review

City Manager Greg Demko stated the City Council travel was budgeted very low for an organization the size of High Point. He explained the amount was currently budgeted at $1500 per person, which would be equivalent to one trip to Washington D.C. or almost a trip to the ElectriCities Annual Meeting. Mr. Demko said he was thinking of an amount along the lines of $3,000 to $4,500 a person. Council was in favor of increasing the travel budget. Council was in agreement to increase the travel budget to $30,000. Mr. Demko stated the following would be reflected in the Budget Ordinance that would be presented at Thursday morning's meeting; $30,000 increase in City Council travel, the library hours increased and the adjustment for the contract for the Ferguson Group (from $50,000 to $85,000)

Mr. Demko said he had put out a letter referencing alternatives for funding for street paving. He had set aside $250,000 for renovations to City Hall and now realizes this may be a little premature. He felt a space/facility needs study is probably needed and he recommended cutting it to $125,000 and doing a study for the municipal office building and the senior center. Council Member Alexander said the only thing he received pushback regarding the budget was raising the motor vehicle license from $5 to $10. He thought that might be one step too much this year and maybe the public would be more receptive to it next year with some increased education. Mayor Pro Tem Jim Davis did not agree with taking back the property tax because that had been promised by the former Council when they implemented the Enterprise Fund for the garbage service. He suggested taking out the third Assistant City Manager position in the budget which would save $200,000 and increasing the marketing staff by one person instead of two. He felt Greensboro was not going to move forward with the Economic Development proposal and eliminating that would save $300,000. Council Member Cynthia Davis said she had mentioned the EDC funds before. She added that there were other areas to look at and that finding the funds in the departments has not really been done. Ms. Davis said some positions could be cut, instead of three full-time do two, instead of five do three, instead of four do two, etc….. She felt there were more dollars available if people were willing to be flexible.

Council Member Alexander felt shifting money from the property tax and putting it towards a fee structure benefited the large property owners more than the average homeowner. He emphasized as the City added fees it shifted the burden from the corporate and industrial tax base to the people who owned less expensive homes. Mr. Alexander said he is not as concerned about the property tax rate as the fee side. He agreed with Mayor Pro Tem Davis about the Economic Development funds. Mr. Alexander

suggested putting the $300,000 into street repair funds if there was a need for the Economic Development funds a budget amendment could be done. Council Member Cynthia Davis said she was never in favor of the Economic Development funds.

Council was in agreement about moving the $300,000 earmarked for the consolidated Economic Development partnership to street repair. Mr. Demko stated one of the pieces of the combined Economic Development partnership proposal was to get the City some research and he would like to leave $100,000 in the budget for this. Mayor Pro Tem Jim Davis noted that he could support the budget if the Council could leave the 1.4 cent tax decrease, not increase the vehicle fees and take the EDC money that would allow $525,000 more for streets. Council Member Cynthia Davis said she thought more money could be found by cutting some of the things the City Manager wants to implement, and at this point she would not support the budget. Mr. Demko noted the goal for the street repair was $500,000. He explained if $125,000 was reduced from the money to renovate City Hall and $200,000 from the Economic Development, that would result in $325,000 that could be used elsewhere. He pointed out there was enough capacity in the fund balance for the remainder.

Council Member Cynthia Davis advised that she still had not gotten the amounts spent for meals. She had also asked for a comparison between Greensboro, Winston-Salem and High Point on what is spent on positions within departments and what she got was a survey of minimum and average wages. Ms. Davis noted the taxpayers were not getting raises and there were a lot of things that could be tightened up. She felt like the City was getting beyond what local government should be doing.

A discussion followed about the importance and cost of street sweeping. Mr. Demko said he could not overstate the importance of cleaning up the community. Council Member Cynthia Davis said demolition is key to cleaning up the City and a lot of properties that have been ordered to be demolished are still standing—even properties that the City owns. Mr. Demko noted the $100,000 budget for demolitions would be increased to $600,000 under this budget. Deputy City Manager Randy McCaslin said he was not aware of any buildings the City had ordered demolished were still standing. He advised some were still standing, but out for bid now. Council Member Golden felt if the City started cutting code enforcement in the future, Council would be having this same conversation in the future trying to catch up with code enforcement. He strongly objected to cutting code enforcement or street sweeping.

Council Member Alexander asked where the budget is if the City adds the hours to the library, modify Council travel, the line item correction for Ferguson, and get to $2 million on street repairs. Eric Olmedo, Budget and Performance Manager, said the street repairs would be $1.9 million, library hours $87,000, Ferguson an additional $35,000 so that puts us with cuts using about $110,000 from the fund balance. Council Member Alexander said a 1.2 cent tax cut instead of the 1.3 cent tax cut would get us there. Council Member Ewing said he would rather increase the tag fee than change the tax rate. Council Member Alexander felt increased fees move the cost of government from the largest holders to the smallest holders. Mayor Pro Tem Jim Davis noted if they were trying to find another $100,000 for the streets, they could decrease that amount from the extra $500,000 budgeted for demolition. There was discussion about the necessity of hiring four more code enforcement officers. Council Member Alexander said he would be okay with $1.9 million for street repairs.

Council Member Cynthia Davis said another thing she would like back in the budget would be the Internal Auditor position. She thought it was important for oversight and transparency. City Manager Greg Demko said the biggest piece is oversight and internal controls and how the whole organization is managed. He added one of the processes he intends to put into place is to have staff double-checking each other and pointed out it is more of a weaving of responsibilities so any one person is not looking at their own work. Mayor Pro Tem Jim Davis noted the third Assistant City Manager would make it so they had to supervise less department heads and there would be more accountability. Council Member

Golden also expressed concerns about the loss of the Internal Auditor position, but since talking with the city manager, he was more comfortable with it.

Council Member Cynthia Davis said the she was not comfortable with the funding for the Human Relations Student conference in the amount of $13,500 being in the budget. Previous Councils argued and debated over it and she thought it was inappropriate for the City to be funding the conference with taxpayer dollars. She said she asked how the $4,000 was being allocated for the youth and she never got that information. Council Member Davis said she requested the breakdown ratio between residential and business for the electricity write-offs and if any of the businesses were receiving incentives from our EDC. Deputy City Manager Randy McCaslin said the write offs were for companies that went out of business so they would not be receiving incentives. Council Member Davis said she was looking for companies that received incentives and then went out of business. City Attorney JoAnne Carlyle said there would not be any because of the way the City does its incentive agreements.

City Manager Greg Demko asked what the direction of Council was to bring to the meeting on Thursday. Mayor Pro Tem Jim Davis suggested to go with the changes made today: keep the tax rate the same, the $125,000 from the building improvements, $200,000 from the EDC money, using additional fund balance and no vehicle tax.

Council Member Alexander moved to request Staff to prepare the budget documents and Mayor Pro Tem Jim Davis seconded the motion.

For further discussion, Council Member Cynthia Davis said she would like to see the $13,500 come out of the Human Relations Department budget and see the breakdown on how the $4000 for the youth is being used. Council Member Golden said he would not support the elimination of the $13,500.

Council Member Cynthia Davis then made a substitute motion to remove $13,500 from the Human Relations Department for the Youth White Privilege Conference. Mayor Pro Tem Jim Davis made a second. Resulting in a tie vote, the motion failed by the following 4 – 4 vote:

Yes (4): Mayor Pro Tem Jim Davis, Council Members Cynthia Davis, Ewing and Wagner.

No (4): Council Members Alexander, Hill, Golden and Williams.
[*Mayor Bencini was absent***]**

Council Member Alexander then moved to request Staff to prepare the budget documents. Mayor Pro Tem Jim Davis made a second. The motion carried by the following 7 – 1 vote:

Yes (7): Mayor Pro Tem Jim Davis, Council Members Alexander, Ewing, Golden, Hill, Wagner and Williams.

No (1): Council Member Cynthia Davis
[Mayor Bencini was absent]

ADJOURNMENT

The meeting adjourned at 5:20 p.m. on a motion duly made and seconded.

Respectfully Submitted,

_____

Lisa B. Vierling, MMC
City Clerk

HIGH POINT CITY COUNCIL
ADJOURNED SESSION
COUNCIL CHAMBERS – HIGH POINT MUNICIPAL BUILDING
JUNE 18, 2015 – 9:30 A.M.

ROLL CALL, MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

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

REGULAR AGENDA ITEMS

FINANCE COMMITTEE – *Mayor Pro Tem Davis, Chair*

150202 **City of High Point 2015-2016 Budget Ordinance and Related Documents**

City Council is requested to adopt the FY 2015-2016 Budget Ordinance for the City of High Point and related ordinances and/or resolutions.

Mayor Pro Tem J. Davis posed a question about the fee structure for Planning and Development and stated the Triad Real Estate & Building Industry Coalition (TREBIC) also had concerns. He wanted clarification that trade permits would increase $40 to $200. Lee Burnette, Director of Planning and Development, replied that the minimum permit fee was raised from $40 to $50, $65 or $70 depending on the type of permit. He explained these adjustments are an attempt to get the minimum fees up to comparable measures in what other jurisdictions are doing as far as building inspections fees. He shared his concern is not necessarily with changing the value, but with changing the structure because the structure is figured into Accela and changing the structure could have an effect on the Acella project. He explained the fee structure would be effective until Council decides to change it and pointed out it could be changed at any time by Council. Mr. Burnette suggested looking at the city's costs over a year's time and perhaps making adjustments at that point. He added the intent is to change the structure of the permitting process and get multiple trades on one permit, which would be a cost savings to the user, as well as the city.

Mayor Pro Tem J. Davis stated staff's explanations helped alleviate some of his concerns.

Council Member C. Davis shared some suggestions she made at the budget review sessions and asked that these statements be included in the record:

- In regards to **employee pay**, I do not have a problem and the people that I represent do not have a problem giving city employees a 1% cost of living increase as well as a 1% merit increase, which would give us a savings of $448,333.34 to just give them a straight 2% increase on their pay across the board, but taking that 1% back out that could be used in other areas of the city that have needs, whether it be in wards 1, 2, 3, sections of 4. They just think that those dollars could be used in other areas, especially with so many people in the 27260 being in the highest poverty rate that we have within the city. That there's some work to be done there and those dollars would serve well there.

- The other thing is I would like for us to still consider….and I know we've had these conversations that's why I'm not making motions, but basically giving you my thoughts. Again, we have **four code enforcement officer positions.** If we went down to two and implemented two this year and two next year, within this budget, we would save $159,000, which could be utilized, again, in some areas of the city that need more attention at this time.

- I feel the same way and many people feel the same way about the **street sweeper position**. That would save the city $313,465, which could be used in other areas within the storm/water use department.

- The **three full-time and five seasonal positions for public services**….again, bringing that down to two full-time and three seasonal employees would save the city $190,291.25 which could be used in a different area or capacity.

- Some people feel, and I am going to hit the **WiFi at the Rec Parks**. Even though many people would like to see that happen, some people do feel that it's not the responsibility of the city to provide WiFi at the Rec Centers due to the other WiFi services that we currently provide for the Market itself.

- The $300,000 earmarked for the **Economic Development effort**, Mr. Davis brought that back and that has now been worked in. I'm glad to see that.

- The **assistant city manager's position**. Instead of having two, I would rather see us have one. That would save almost $200,000. I don't see the

need for two additional assistant city managers when we have a city manager, a deputy city manager and then we're going to be hiring an assistant city manager. That gives us three and to add an additional, I just don't think that's something that we need at this time. The city's ran on three managers for many a year and I think that we can structure that in a better way and have savings throughout.

- I am still not in favor of the $13,500 for the **Youth White Privilege conference** that's listed in the budget. The previous council cut the $25,000 down to $13,500. I believe, and many citizens believe that this is something that a parent and child should have a conversation over. That's something that should be discussed at home and should be paid for by parents and not by the city. There aren't….and some of the conversations that have actually gone on-line to view the budget, looked at it in the way there aren't any….there's an Indian Civil Rights conference….it's not listed in our budget. There is a Human Rights Education Symposium that could be attended, but that's not listed within the budget. There are other international symposiums on culture and diplomacy that could be listed in the budget. The concern that they have is that it may serve better if these conversations are held within the church, within homes, and those sorts of things….that the city should not be providing those funds.

- The **$2,000 that we're currently using for the HiFest**, I attended the HiFest a couple of times. It's a good start, but it's extremely under-attended. I think that the $2,000 we could split somehow and use in a different capacity. SoSi has a cultural arts event that occurs within the same timeframe that we could funnel some of those dollars over into that event, which appears to be very successful. That we could partner up somehow and make that an even bigger event. Maybe we could use those $2,000 as a partnership with our Human Relations Department working with SoSi on that event because their multi-cultural thing really does well.

"Those are just some of the things that I wanted to make sure were on record, so that I've addressed everything that I feel that the constituents I represent have been represented."

Mayor Bencini thanked City Manager Greg Demko and his staff for the hard work put into preparing the budget. Mr. Demko said he thought this was a budget that will start off the program to really make a difference and improve our community.

Adopted the FY 2015-2016 Budget Ordinance for the City of High Point and related documents.

A motion was made by Council Member Williams, seconded by Council Member Alexander, to adopt the FY 2015-2016 Budget Ordinance for the City of High Point and related documents.

The motion carried by the following 8 – 1 vote:

Ayes (8): Mayor Bencini, Mayor Pro Tem Davis, Council Member Alexander, Council Member Ewing, Council Member Golden, Council Member Hill, Council Member Wagner, and Council Member Williams

Nay (1): Council Member C. Davis

Council Member Cynthia Davis advised that if the matters had not been bundled together she would have voted Yes on some of them.

COMMUNITY HOUSING & NEIGHBORHOOD DEVELOPMENT COMMITTEE - *Council Member Golden, Chair*

A motion was made by Council Member Cynthia Davis, seconded by Council Member Alexander, to suspend the rules to consider the West End Ministries Garden Lease. The motion PASSED by a 9 - 0 unanimous vote.

150213 **West End Ministries Garden Lease**

Council is requested to approve lease agreement with West End Ministries for the period of one year for the purpose of creating a community garden "Bountiful Harvest." Property is located across from the West End Ministries building on English Road.

A motion was made by Council Member Cynthia Davis, seconded by Council Member Alexander, to suspend the rules to consider a lease agreement with West Ministries for the period of one year for the purpose of creating a community garden. The motion PASSED by a 9 - 0 unanimous vote.

City Attorney JoAnne Carlyle advised that the City has an opportunity to enter into a lease with West End Ministries for a Community Garden. She then shared some of the terms of the lease before Council today:

- *It will be a one-year lease*
- *WEM will provide their own tools. A shed will be onsite for storage of their tools, but they will be responsible for locking it; the City of High Point would not be liable*
- *WEM will be required to apply for water service and would be responsible for the usage*
- *There would be an exchange for the one-year lease (i.e. $1 - $10)*
- *An indemnification clause will be incorporated into the agreement*

Mike McNair, Director of Community Housing & Development, noted this has been discussed at several of the committee meetings throughout the year. He explained that West End Ministries, along with a large number of supporters, want to establish a garden on this property. The City conveyed these properties (totaling approximately 1.1 acres) to SHARE for construction purposes, but since that time SHARE filed bankruptcy, so the City is currently in the process of regaining the properties. Mr. McNair informed Council that the closing is scheduled for June 19, 2015 and as soon as the property is back in the City's possession and officially recorded, the property could be officially leased to West End Ministries. Ms. Carlyle suggested that Council take this into consideration and advised that the effective date for the lease cannot be put into place before the property is transferred.

Approved a lease agreement with West End Ministries for a one-year period for a community garden and authorized the appropriate officials to execute documents associated with the lease. The lease would be effective following the transfer of the property.

A motion was made by Council Member C. Davis, seconded by Council Member Golden, to approve the lease agreement with West End Ministries following the transfer of the property to the City. The motion PASSED by a 9 - 0 unanimous vote.

CLOSED SESSION

At 10:00 a.m., Council entered into Closed Session upon motion duly made and seconded pursuant to North Carolina General Statutes 143-318.11(a)(3) to consult with their attorney and 143-318.11(a)(6) to discuss a personnel matter.

Upon reconvening into Open Session at 11:05 a.m., an announcement was made that there was no action taken as a result of the closed session.

ADJOURNMENT

There being no further business to come before Council, the meeting adjourned at 11:05 a.m. upon motion duly made and seconded.

Respectfully Submitted,

_____
William S. Bencini, Jr., Mayor

Attest:

_____
Lisa B. Vierling, MMC
City Clerk

High Point City Council
Budget Review Session
June 11, 2015 – 4:45 p.m.
3rd Floor Lobby Conference Room

Minutes

Present:
Mayor William S. Bencini, Jr.; Mayor Pro Tem James Davis (Ward 5); and Council Members Cynthia Davis (At-Large), Jeff Golden (Ward 1), Chris Williams, Alyce Hill (Ward 3), and Jason Ewing (Ward 6)

Absent:
Council Members Latimer Alexander (At-Large) and Jay Wagner (Ward 4)

Staff Present:
Greg Demko, City Manager; Jeff Moore, Director of Finance; Eric Olmedo, Budget and Performance Manager; Jeron Hollis, Public Information; Angela Kirkwood, Director of Human Resoures; Amy Jarvis, Human Resources Manager; Terry Houk, Director of Public Services; Mike McNair, Keith Pugh, Director of Engineering Services, Director of Community Development & Housing; Carol McDowell, Assistant Director of Public Services; Joanne Carlyle, City Attorney; Lisa Vierling, City Clerk

News Media Present:
Pat Kimbrough, *High Point Enterprise*
Jordan Green, *Triad City Beat*

At this time, City Manager Greg Demko referenced an email that he had sent out to Council earlier regarding the instruction to staff to find additional monies to put into the street program. He noted that additional discussion is needed, but suggested another matter was more pressing that would require Council to enter into a Closed Session. For this reason, he suggested discussion on the proposed budget be tabled until the Manager's Briefing Session scheduled for Monday, June 15th .

At this time, Council Member Ewing moved to go into Closed Session at 4:45 p.m. pursuant to N.C. General Statute 143-318.11(a)(3) for an attorney-client privilege matter. Mayor Pro Tem J. Davis made a second to the motion, which carried unanimously. [7-0 vote] [Council Members Alexander and Wagner were absent]

Upon reconvening into Open Session at 5:30 p.m.upon motion duly made by Council Member Ewing and second by Mayor Pro Tem J. Davis; there was no announcement made as a result of the Closed Session.

The meeting adjourned at 5:30 p.m. upon motion duly made by Council Member Ewing and second by Council Member Williams.

Respectfully Submitted,

_____
William S. Bencini, Jr., Mayor

Attest:

_____
Lisa B. Vierling, MMC
City Clerk

COMMUNITY HOUSING AND NEIGHBORHOOD DEVELOPMENT COMMITTEE
Chaired by Council Member Golden
June 9, 2015 – 10:00 a.m.
3rd Floor Lobby Conference Room (Fish Bowl)

MINUTES

Present:
Committee Chair Jeff Golden and Committee Member Chris Williams

Absent:
Committee Members Latimer Alexander and Jason Ewing

Also Present:
Council Member C. Davis

Staff Present:
Greg Demko, City Manager; Randy McCaslin, Deputy City Manager; Mike McNair, Director of Community Development; Richard Fuqua, Affordable Housing Manager; Alisha Doulen, Community Resource Specialist; Major Larry Casterline, Police Department; Wendy Fuscoe, Core City Administrator; Jeron Hollis, Communications Officer; Major Larry Casterline, High Point Police Department; Ed Brown, Inspections Administrator; Katherine Bossi, Code Enforcement Supervisor; Tom Tricot, GIS Manager; JoAnne Carlyle, City Attorney; Tom Vincent, Deputy City Clerk; Lisa Vierling, City Clerk

Others Present:
Gene Brown, Community Housing Solutions; Bill McNeil, McNeil Planning Solutions; Sharon Armfield, Sharon Burgos, Rosanne Martin, Jerry Mingo, Jennifer Younger, Citizens.

Media Present: Pat Kimbrough, *High Point Enterprise;* Jordan Green, *Triad City Beat*

Community Housing Solutions (Southside) Contract
Mike McNair, Director of Community Development and Housing, addressed the committee concerning a new contract to be considered for home construction with Community Housing Solutions. He said the properties will be for lease/purchase and the contract is in the amount of $287,038 to build the two properties and the City will retain ownership of the properties until they are sold. Mr. McNair shared a master plan of the site and the designs of the houses.

Gene Brown, Executive Director of Community Housing Solutions, gave a brief history of the company. He explained they were a standalone non-profit corporation that has been active in Greensboro and is now expanding out into Guilford County. Mr. Brown gave an overview of the company's certifications and qualifications. He said the company has a home repair program and a home ownership program. Mr. Brown explained their new construction program is not in competition with Habitat for Humanity. He also noted the two homes in Southside would be the first two homes built in High Point. He gave an

overview of last year's repair projects, highlighted the company's relationships with volunteer groups and shared some before and after photos of their projects.

Deputy City Manager, Randy McCaslin, asked where they receive the majority of their funding. Mr. Brown stated that about 35% was from businesses or employers; about 25% to 30% comes from government entities such as the North Carolina Housing Finance Agency. They also receive money from philanthropic foundations, civic groups and faith organizations. Mr. Brown noted the residents pay a percentage based on their income. Committee Member Williams asked about the duration of the homeowner's class and Mr. Brown said HUD requires a minimum 8-hour course, but someone could work with them for up to two years. Mr. McNair shared that the City has two upcoming classes for first time homebuyers and explained the screening process for the City's lease-purchase program.

Mr. McCaslin pointed out the contract with Community Housing Solutions for the construction of these two houses are on the agenda for the Finance Committee (June 11) and the Council Meeting (June 15).

Update on Meredith Street Apartments

Katherine Bossi, Code Enforcement Supervisor, distributed a map of the subject property. She reported that staff inspected the property the week of May 18th and gained access to buildings 513, 515, 1701 Leonard and 1703 Leonard. Ms. Bossi said the complaint and notice of hearing letters have been issued to the property owner. The hearing date with staff is on June 22nd. She explained at that meeting they will more than likely issue an order to repair or demolish the structure and the owner will have 90 days to comply. If the property owner does not make the repairs or demolish the buildings, staff will bring an Ordinance to Demolish to Council. Deputy City Manager Randy McCaslin said the reason these four properties were not included with the prior demolitions was because the owner had repaired them and they were not in a condition to demolish. Ms. Bossi said 513 Meredith qualified to be demolished since it has not been repaired. She noted 515 Meredith was initially repaired in 2013 and rented for brief period of time, but is now standing open and has been vandalized. Ms. Bossi explained 1701 and 1703 Leonard had no previous enforcement actions on them, but had been left open and had no plumbing or electrical systems and had holes in the walls and floors.

Committee Chair Golden inquired what the time frame might be for the demolition of the buildings on Leonard. Ms. Bossi said after the compliance date passes , staff will bring an Ordinance to Demolish to Council and then there will be a bidding process for the demolition and asbestos removal. Mr. McCaslin noted it is typically about sixty days after Council takes action. Ms. Bossi pointed out the high grass left behind after the apartments were demolished has been dealt with and if the trash is not removed the City will send a contractor to remove it. She added there is also an order to secure the buildings and the City will do that if the property owner does not.

Report on the City of Greensboro's Rental Housing Inspection Program

Bill McNeil of McNeil Planning Solutions made a presentation on how Greensboro conducts its rental code enforcement inspections. He said this could be a framework for thinking strategically about how High Point may want to consider any changes to its housing code and inspections programs. Greensboro's Rental Unit Certificate of Occupancy (RUCO) program was created in 2003 and the intent was to have every rental unit in the City inspected on a periodic basis. It was later changed to an annual sampling and was administered by the City's Engineering and Inspections Department. Mr. McNeil said the statute enabling these inspections was amended to require there to be a "reasonable

cause" before an inspection could be done. The statute also allowed targeted inspections in designated areas. He said Greensboro developed a study committee and in 2013 the City Council adopted their recommendations which included stronger penalties for non-compliance and speeded up enforcement. Mr. McNeil noted that HB 530 (currently in committee) would further restrict what periodic code enforcement programs could do. Committee Chair Golden asked if the Committee could get a copy of Greensboro's fee schedule. Mr. McNeil said that could be provided.

City Manager Greg Demko asked if this Committee was interested in having a program that incorporates this type of strategy. Committee Chair Golden said he thought this is the direction they would like to move in acknowledging that it would take some time.

Report on Reclaiming Vacant Properties (Detroit) Conference

Mike McNair, Director of Community Development, reported that he and the Community Housing and Neighborhood Development Committee traveled to Detroit last month to attend the "Reclaiming Vacant Properties Conference." Topics were focused on land banking and code enforcement. Mr. McNair shared rates of distressed properties and the scale of blight for different cities and also examples of remedies tried by different cities.

Mr. McNair advised the Committee that he would like to develop a pilot program in High Point to identify blighted or distressed properties in the Core City and make recommendations on the appropriate actions for rehabilitation. He would like to be able to present a plan to the City Manager by the end of this calendar year on some near-final products, startup costs, equipment requirements and fiscal impacts.

Demonstration on the Core City Mapping Project

Mike McNair, Director of Community Development and Housing, said he, Tom Tricot (GIS Manager) and Bill McNeil (McNeil Planning Solutions) have been working on trying to see what a GIS mapping project would look like for the City of High Point. He explained for demonstration purposes they took four pieces of available data: record of no electric bills, tax delinquencies, empty properties and current liens. Mr. McNair showed several examples of this data across several different neighborhoods. Deputy City Manager Randy McCaslin asked if Mr. McNair was proposing to work with UNC-G to come up with an overall plan. Mr. McNair said UNC-G was proposing to work with the City and anticipate a three to four month process. City Manager Greg Demko said this would be a key element in building the strategic plan for next year.

Discussion on Dog Tethering

Committee Chair Golden reported that he had asked Committee members to bring in their ideas on this issue so the Committee could formulate a plan and see how they wanted to tackle it. He said no matter what Council decides, they need to look at the timeline so they can give the community time to adjust. Mr. Golden also wanted to know how the City was going to get the word out about a new ordinance. Council Member Cynthia Davis shared an anti-dog tethering flyer Council recently received and suggested there should be a grace period for first offenders. She asked Major Casterline what he thought a good grace period would be and he replied a minimum of six months. He added the Police Department could leave door hangers to address folks who are in violation. Committee Member Williams said some low-income families use their dogs more as security than a pet and he hoped to find information on programs to help people house and safely secure their animals. Sharon Burgos, a

citizen, said she could provide information about organizations that could help with putting up fencing. Major Casterline said that most of the people that keep their dogs tethered are in the City's poorest communities and 70% to 80% of them rent so they might not have the ability or leeway to put up fencing at their home. Committee Chair Golden said the cost of additional staff may have to be considered if an ordinance is put in place.

Committee Chair Golden said he felt at this point the Council as a whole should get together and start to formulate what they want the ordinance to look like. Mr. Golden suggested the next Community Housing and Neighborhood Development (July 14) should be a meeting of the Committee as a Whole (the entire City Council) with the main topic being the dog tethering ordinance. No objections were voiced.

There being no further business to discuss, the meeting adjourned at 11:30 a.m. upon motion duly made and seconded.

Respectfully Submitted,

_____
Jeffrey Golden, Chairman

Attest:

_____
Lisa B.Vierling, MMC
City Clerk

CITY OF HIGH POINT
AGENDA ITEM

Title: Contract for Purchase of 3 Pierce Enforcer Fire Trucks

From: Thomas Reid, Fire Chief

Meeting Date: July 20, 2015

Public Hearing: N/A

Advertising Date N/A

Advertised By: N/A

Attachments: Formal Bid Recommendation Form

PURPOSE:
The High Point Fire Department is currently using two (2) 1998 American LaFrance Pumpers and a 1995 HME/LTI Aerial Ladder that are in need of replacement due to age and hours. Using the Houston-Galveston Area Council (HGAC) cooperative contract, the High Point Fire Department requests Council's approval for the purchase of two (2) Pierce Enforcer Pumpers and one (1) Pierce Enforcer 105' Aerial Ladder fire truck.

BACKGROUND:
In accordance with National Fire Protection Association (NFPA) 1901, Standard Automotive Fire Apparatus, the City of High Point adopted a 15 year Fleet Replacement Plan for fire apparatus. The Fire Department is currently using two (2) 1998 American LaFrance Pumpers which combined have well over 250,000 road miles and 20,000 pump/engine hours. The 1995 75' HME/LTI Aerial Ladder has over 85,000 miles and 9500 pump hours. These apparatus are used daily for emergency response throughout the City and contracted agreement areas.

Upon delivery of the new pumpers and aerial ladder, the 1998 American LaFrance Pumpers and the 1995 HME/LTI Aerial Ladder will be transferred to reserve status. The three (3) Pierce apparatus have a purchase price of $1,699,674.00 which is itemized at $460,337.00 for each Pumper and $779,000.00 for the Aerial Ladder. The expected delivery date ranges from 240 to 360 days for the new trucks.

BUDGET IMPACT:
Funding is available in the 2015-16 budget with proceeds from an installment financing contract that will be bid by the Financial Services Department in the next 90 days.

RECOMMENDATION / ACTION REQUESTED:
The Fire Department recommends approval of the contract for the purchase of three (3) 2016 Pierce Enforcer fire trucks from Atlantic Emergency Solutions in the amount of $1,699,674.00 and that the appropriate City official be authorized to execute all necessary documents.

HIGH POINT FIRE DEPARTMENT
12

FIRE RESCUE
1

NORTH CAROLINA'S INTERNATIONAL CITY

FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL

DEPARTMENT: Fire Department

COUNCIL AGENDA DATE: July 20, 2015

BID NO.: FS12-13 CONTRACT NO.: HGAC DATE OPENED:

DESCRIPTION:

2016 Pierce Enforcer Apparatus to include two (2) 1500 GPM Pumpers and one (1) 105' Aerial Ladder

PURPOSE:

To replace a 1989 Pierce Pumper, a 1990 Seagrave Pumper and a 1995 HME/LTI Aerial Ladder due to age and hours. Using the Houston Galveston Area Council(HGAC) cooperative contract, High Point Fire Department requests council approval for purchase

COMMENTS:

The trucks will be paid from the budgeted matching installment financing contract over the next 10 years. The Financial Services Department will bid this and bring the financing contract back to City Council for approval in September 2015

RECOMMEND AWARD TO: Atlantic Emergency Solutions AMOUNT: $1,699,674.00

JUSTIFICATION:

Currently the 1989 Pierce Open Cab does not meet current standards and the 1995 Aerial did not receive full credit on our current ISO rating. These three(3) apparatus have a purchase price of $1,699,674.00 which is itemized at $460,337.00 for each Pumper and $779,000.00 for the Aerial Ladder.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
101352	532401			$1,700,000.00
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: Thomas Reid Digitally signed by Thomas Reid DN: cn=Thomas Reid, o=HPFD, ou=HPFD, email=thomas.reid@highpointnc.gov, c=US Date: 2015.07.10 10:21:50 -04'00' DATE: Jul 10, 2015

The Purchasing Division concurs with recommendation submitted by the Fire Department and recommends award to the lowest responsible, responsive bidder Atlantic Emergency Solutio in the amount of $ 1,699,674.00.

PURCHASING MANAGER: Tarinda Chappell Digitally signed by Tarinda Chappell DN: cn=Tarinda Chappell, o=City of High Point, ou=Purchasing, email=tarinda.chappell@highpoint.gov, c=US Date: 2015.07.14 13:39:47 -04'00' DATE: Jul 10, 2015

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: Jeffrey A Moore Digitally signed by Jeffrey A Moore DN: cn=Jeffrey A. Moore, o=City of High Point, NC, ou=Financial Services Director, email=jeff.moore@highpointnc.gov, c=US Date: 2015.07.10 13:56:32 -04'00' DATE: Jul 10, 2015

CITY MANAGER: Greg Demko Digitally signed by Greg Demko DN: cn=Greg Demko, o, ou, email=greg.demko@highpointnc.gov, c=US Date: 2015.07.14 14:00:30 -04'00' DATE: Jul 13, 2015

CITY OF HIGH POINT
AGENDA ITEM

Title: 2015 Byrne Justice Assistance Grant (JAG) Interlocal Agreement

From: Chief Marty A. Sumner

Meeting Date: 7/20/2015

Public Hearing: N/A

Advertising Date / Advertised By: N/A

Attachments: FY 15 JAG MOU
Resolution Ratifying and Authorizing the Execution of An Interlocal Agreement

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PURPOSE:
Resolution Ratifying an Interlocal Agreement with Greensboro and Guilford County to receive 2015 Byrne Justice Assistance Grant (JAG) funding.

BACKGROUND:
The Edward Byrne Memorial Justice Assistance Grant (JAG) Program (42 U.S.C. 3751(a)) is the primary provider of federal criminal justice funding to state and local jurisdictions. The High Point Police Department, the Greensboro Police Department and the Guilford County Sheriff's Office have received this grant annually since 2005.

Under this year's award High Point will receive a total of $39,974 in JAG funding. (Original award $49,967 less 20% disparity amount of $9,993 given to Guilford County). The High Point Police Department will use the funds to purchase eight Watch Guard High Definition in-car video cameras for patrol vehicles. Although all the initial responding patrol units have in-car cameras some of the ICOP cameras are 10 years old and are no longer serviceable. These eight in-car cameras will replace old non serviceable ICOP cameras.

BUDGET IMPACT:
There is no budget impact, no matching funds required.

RECOMMENDATION / ACTION REQUESTED:
Request that City Council adopt the resolution and authorize the appropriate City Official to execute the necessary documents.

RESOLUTION RATIFYING AND AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF GREENSBORO, NC; HIGH PONT, NC; AND COUNTY OF GUILFORD, NC FOR THE SHARED USE OF 2015 BYRNE JUSTICE ASSISTANCE GRANT PROGRAM AWARD

BE IT RESOLIVED by the High Point City Council that the attached Interlocal Agreement between Guilford County, the City of Greensboro, and the City of High Point regarding the shared use of FY 2015 Byrne Justice Assistance Grant (JAG) Program Award funds in the amount of $191,755.00 is hereby ratified as required by N.C.G.S. 160A-461, and the City Manager and the City Clerk are hereby authorized to execute the attached Interlocal Agreement, on behalf of the City of High Point, subject to a pre-audit certificate thereon by the Finance Director, and approval as to form and legality by the City Attorney. The original contract is incorporated herein by reference.

BE IT FURTHER RESOLVED that this resolution ratifying interlocal cooperation between the City of High Point, the City of Greensboro and the County of Guilford is hereby spread upon the minutes of the High Point City Council.

Adopted this the 20th day of July, 2015.

Lisa B. Vierling
High Point City Clerk

CITY OF GREENSBORO, NC CITY OF HIGH POINT, NC &
GUILFORD COUNTY CONTRACT NO

STATE OF NORTH CAROLINA

KNOW ALL BY THESE PRESENTS

COUNTY OF GUILFORD

INTERLOCAL AGREEMENT

BETWEEN THE CITIES OF GREENSBORO, NC; HIGH POINT, NC; AND COUNTY OF GUILFORD, NC

2015 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

THIS AGREEMENT is hereby made and entered into this 1st day of October, 2015, by and between, the CITY OF GREENSBORO and, the CITY OF HIGH POINT, both of Guilford County, State of North Carolina, acting by and through their governing bodies, the respective City Councils, and GUILFORD COUNTY, acting by and through its governing body, the Guilford County Board of Commissioners, hereinafter referred to as the COUNTY.

W I T N E S S E T H:

WHEREAS, the Edward Byrne Memorial Justice Assistance Grant (JAG) Program (42 U.S.C. 3751(a)) is the primary provider of federal criminal justice funding to state and local jurisdictions; and

WHEREAS, the JAG Program **(CFDA #16.738)** provides states and units of local governments with critical funding necessary to support a range of program areas including law enforcement, prosecution and court programs including indigent defense, prevention and education programs, corrections and community corrections, drug treatment and enforcement, crime victim and witness initiatives, and planning, evaluation, and technology improvement programs; and

WHEREAS, awards of at least $25,000 or more are four years in length with an award period of October 1, 2015 through September 30, 2018; and

WHEREAS, this Agreement is made under the authority of N.C. General Statutes Sections 160A-460 etseq. through 160A-466; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, The CITY OF GREENSBORO will serve as the lead administrator/fiscal agent for the **2015 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD**; and

WHEREAS, the CITY OF GREENSBORO and the CITY OF HIGH POINT and the COUNTY believe it to be in their best interests to reallocate the **$191,755** in JAG funds; and

NOW THEREFORE, the CITY OF GREENSBORO and the CITY OF HIGH POINT and the COUNTY agree as follows:

Section 1.

The CITY OF GREENSBORO agrees to allocate to the CITY OF HIGH POINT a total of **$39,974** in JAG funds. (Original award $49,967 less 20% disparity amount of $9,993 given to GUILFORD COUNTY).

Section 2.

The CITY OF GREENSBORO agrees to allocate to the COUNTY a total of $48,321 in JAG funds. (Original award $12,463 plus 20% disparity of $35,858 total; $25,865 from the CITY OF GREENSBORO and $9,993 from the CITY OF HIGH POINT).

Section 3.

The CITY OF GREENSBORO shall retain **$**103,460 in JAG funds. (Original award $129,325 less 20% disparity amount of $25,865 to GUILFORD COUNTY).

Section 4.

Each party agrees to use the allocated JAG funds for purposes consistent with the grant program until they are expended.

Section 5.

The parties to this Agreement will seek reimbursement on a quarterly basis from the Bureau of Justice Assistance (BJA) via the CITY OF GREENSBORO serving as the lead administrator/fiscal agent.

Section 6.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 7.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 8.

This Agreement may only be terminated as to any party, by that party's un-incorporation or written notice to each of the other parties sixty (60) days prior to the requested termination.

Section 9.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

Section 10.

The terms of this Agreement may only be amended with a written Contract Amendment executed by the Parties.

Section 11.

This Agreement is subject to the jurisdiction and laws of the State of North Carolina.

Section 12.

This Agreement, including the Exhibits and/or Attachments, if any, sets forth the entire Agreement between the parties. All prior conversation or writings between the parties hereto or their representatives are merged within and extinguished.

IN WITNESS WHEREOF, the parties have set their hands and seals all pursuant to authority duly granted as of the day and year first above written.

(The remainder of this page has been intentionally left blank.)

CITY OF HIGH POINT, NC.

_____

City Manager

ATTEST:

_____

City Clerk

APPROVED AS TO FORM & LEGALITY:

_____

City Attorney

APPROVED AS TO CONTENT:

_____

Police Department Representative

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

_____

Finance Director

CITY OF GREENSBORO, NC.

_____

City Manager

ATTEST:

_____

City Clerk

APPROVED AS TO FORM & LEGALITY:

_____

City Attorney

APPROVED AS TO CONTENT:

_____

Police Department Representative

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

_____

Finance Director

GUILFORD COUNTY, NC.

_____

County Manager

APPROVED AS TO FORM & LEGALITY:

_____

County Attorney's Office

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

_____

Interim Finance Director

ATTEST:

_____

Clerk to Board

APPROVED AS TO CONTENT:

_____

Sheriff's Department Representative

APPROVED AS TO LEGAL SUFFICIENCY:

_____

County Attorney's Office

CITY OF HIGH POINT
AGENDA ITEM

Title: HAECO Americas / TIMCO Aerosystems expansion project

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

Meeting Date: July 20, 2015

Advertising Date: July 10, 2015

Public hearing: yes

Advertised by: High Point EDC

Attachments: legal notice

PURPOSE:

- City Council will consider a request from HAECO Americas / TIMCO Aerosystems to authorize up to $147,000 in performance-based incentives. The company proposes to create 147 full-time jobs.

BACKGROUND:

- HAECO Americas / TIMCO Aerosystems is an important part of the Piedmont Triad's ever-growing aviation cluster. In our region, HAECO has facilities on the grounds of Piedmont Triad International Airport (PTIA) and in the Town of Wallburg. The company is a full-service provider of airframe maintenance, repair and overhaul, line services, engine repair, and aerospace manufactured products – to serve a broad array of commercial, government, and military customers.
- TIMCO was founded in 1990 at PTIA. In 2014, TIMCO was acquired by HAECO, which was established in Hong Kong in 1950 and is one of the world's leading aircraft engineering and maintenance groups.
- The company is considering buying the 250,000-square foot building located at 8010 Piedmont Triad Parkway. At that location, the company would locate its aircraft engineering and aircraft interiors manufacturing operations.
- HAECO would create 147 jobs over a five-year period at the new High Point facility. The average wage of those jobs – technicians, engineers, and support staff – would be approximately $60,000.
- Almost 400 employees would work in the building, since 252 workers would also be transferred there.
- In addition to buying the building, the company anticipates adding $5.75 million to High Point's tax base – through building renovations, new equipment, and equipment relocated to this proposed location.

BUDGET IMPACT:

- If the company meets all of the benchmarks outlined in a performance agreement, it could receive up to $147,000 in installment payments over a three-year period. The source of that funding would be the City's Economic Development Incentive Fund, which is funded by general and electric revenues.

RECOMMENDATION / ACTION REQUESTED:

- The HPEDC staff recommends that the City Council authorize up to $147,000 in performance-based incentives for the HAECO Americas expansion project at 8010 Piedmont Triad Parkway. The City Council authorizes the city manager to execute a performance agreement with the company, containing benchmarks for the company to achieve and a schedule for the payment of such financial assistance.

FINANCE COMMITTEE
Chaired by Mayor Pro Tem J. Davis
June 11, 2015 – 4:00 p.m.
3rd Floor Lobby Conference Room

MINUTES

Present:
James Davis, Chairman
Committee Members: Cynthia Davis, Alyce Hill and Chris Williams

Also Present:
Mayor William S. Bencini, Jr., and Council Members Jeff Golden and Jason Ewing (arrived at 4:10 p.m.)

Staff Present:
Greg Demko, City Manager; Jeff Moore, Director of Finance; Eric Olmedo, Budget and Performance Manager; Jeron Hollis, Public Information; Angela Kirkwood, Director of Human Resoures; Amy Jarvis, Human Resources Manager; Terry Houk, Director of Public Services; Mike McNair, Keith Pugh, Director of Engineering Services, Director of Community Development & Housing; Carol McDowell, Assistant Director of Public Services; Joanne Carlyle, City Attorney; Lisa Vierling, City Clerk

News Media Present:
Pat Kimbrough, *High Point Enterprise*
Jordan Green, *Triad City Beat*

150193 **Contract – Breece Enterprises – Emergency Water & Sewer Repairs**

Council is requested to award contract to Breece Enterprises in the amount of $937,480.00 to assist with emergency repairs and maintenance items on the city's water and sewer systems.

Keith Pugh, Director of Engineering Services, explained that this is an annual contract for emergency repairs and maintenance items on the city's water/sewer systems. In the past, staff has traditionally come to Council and asked for a 100% extension on the contract. Mr. Pugh pointed out there are no specific projects outlined in this contract. Committee Member C. Davis expressed concerns that only one bid was received and asked if it might be possible to rebid it. Mr. Pugh felt there would not be any competitive advantage in rebidding the contract, plus all the funds available have been exhausted to put in the previous contract. Chairman J. Davis felt there was an advantage in contracting with Breece because of them being a local company. Committee Member C. Davis asked

about contracts being included in the packets for Council's review. Mr. Pugh explained many of the contracts were too voluminous to include.

Chairman J. Davis moved to forward the contract with Breece Enterprises for emergency water/sewer repairs in the amount of $937,480.00 to Council with a favorable recommendation for approval. Committee Member C. Davis made a second to the motion, which carried unanimously. [4-0 vote]

150194 **Contract – Ward Tank Replacement – New Tank Design**

Council is requested to award contract to CDM Smith in the amount of $182,200.00 for the design of the Ward Water Tank Replacement which will be located at 1329 Potts Avenue.

Terry Houk, Director of Public Services, advised that the Ward Water Tank, built in 1929, needed to be replaced. This contract would include the design, permitting and bidding for the new tank. The old tank will be kept online during construction until the new tank is built and comes online. Randy McCaslin, Deputy City Manager, pointed out that Council previously approved the land for the new water tank.

Chairman J. Davis moved to forward the contract with CDM Smith in the amount of $182,200.00 for the design of the Ward Water Tank Replacement to Council with a favorable recommendation for approval. Committee Member Williams made a second to the motion, which carried unanimously. [4-0 vote]

150195 **Contract – Compensation Claims Solutions (CCS) – Workers' Compensation Program**

Council is requested to award contract to Compensation Claims Solutions (CCS) in the amount of $60,900 (annually) to provide third party workers' compensation claims administration. This is a three year contract beginning September 1, 2015 – August 31, 2018 in the total amount of $182,700.00.

Angela Kirkwood, Director of Human Resources, advised that six companies responded to the RFP and staff recommends the contract be awarded to Compensation Claims Solutions (CCS) for four primary reasons: 1) They met all the terms of the proposal; 2) They were the only bidder that provided a comprehensive list of services in one flat rate; 3) They were the overall low bidder; and 4) They have provided excellent customer service to the city in the past. Chairman J. Davis thought it would be good to lock in the price for the contract with CCS and asked about the possibility of CCS extending the contract another three years at this price. Ms. Kirkwood pointed out in terms of being competitive in the industry, companies like to gage their services for a term and

not leap too far out in the future and further explained that it's tied to the cost of the workers compensation claims.

Chairman J. Davis then moved to forward the three-year contract with Compensation Claims Solutions (CCS) in the amount of $60,900 annually (total contract amount $182,700) to the Council with a favorable recommendation for approval. Committee Member Williams made a second to the motion, which carried unanimously. [4-0 vote]

150196 **Budget Ordinance Amendment - Market Authority - Occupancy Taxes & Business Licenses**

Adoption of an ordinance amending the 2014-2015 Budget Ordinance to appropriate funds received for the Market Authority for occupancy tax and showroom licenses that exceed the adopted budget by an estimated $60,000.00.

Eric Olmedo, Budget & Performance Manager, explained that every year at this time, Jeff Moore, Director of Financial Services, does an analysis of collections in this area to determine where the city actually is compared to the amount budgeted. In this case, staff budgeted conservatively and the revenues came in in excess of what was actually budgeted.

Committee Member C. Davis made a motion to forward this Budget Ordinance Amendment to Council with a favorable recommendation for adoption. Committee Member Hill made a second to the motion, which carried unanimously. [4-0 vote]

150197 **City of High Point/Forsyth County - Tax Collection**

Council is requested to authorize the appropriate City Official to execute an agreement between Forsyth County and the City of High Point for the collection of the 2015 and for the collection of 2014 and prior years' taxes by the Forsyth County Tax Administration office for areas of High Point located in Forsyth County.

Jeff Moore, Director of Financial Services, advised that High Point has agreements for tax collection/administration with four counties: Guilford, Randolph, Davidson, and Forsyth and explained that Forsyth County is the only one that requires annual updates to their contract with the City of High Point (Davidson and Randolph contracts automatically renew until terminated; Guilford County's contract is for a four-year period and discussions on this renewal will take place next year). He noted this is only a formality and no additional cost would be involved.

Chairman J. Davis made a motion to forward the Contract with Forsyth County for tax collection/administration services to Council with a favorable

recommendation for approval. Committee Member C. Davis made a second to the motion, which carried unanimously. [4-0 vote]

150198 **<u>Contract – Community Housing Solutions</u>**

Council is requested to authorize the appropriate city staff to execute contract with Community Housing Solutions to construct two affordable properties in the Southside Community.

Mike McNair, Director of Community Development & Housing, reported that the contractor is ready to get started constructing two affordable homes in the Southside community. Construction is expected to begin on or shortly after July 1st and should be completed within 90-120 days. The completed houses will be made available to income eligible participants of the Lease Purchase Program and successful candidates will have lease payments not exceeding 30% of their income and will be expected to purchase the home within one year of occupancy.

Chairman J. Davis expressed concerns regarding the price per square foot and asked if the city would also be donating the lots, because this would drive the price up more. Council Member Ewing questioned whether the city would be subsidizing any amount since these would be lease purchased and asked about the dollar amount of the lease purchase versus the cost of the actual construction. Mr. McNair explained that there is a 15% contingency built into the contract and pointed out the houses are built to a pretty high standard and would be energy star compliant.

Chairman J. Davis mentioned a house that the city acquired on Dayton several years ago that the city rehabbed, but pointed out the house has been sitting there for sale for over a year. He noted this would equate to about $80 a square foot for that particular house and pointed out he was not sure the city was getting the best bang for the buck building a house in the Southside neighborhood that would be around $95 per square foot. Mr. McNair explained the city is doing a lease purchase development because houses are not moving well presently and noted the clock is ticking to use the federal funds because if the funds are not used in a certain period of time, the city will lose the dollars.

Chairman J. Davis asked about the number of houses the city has. Mr. McNair explained the city has 13 houses; five have been sold; one is under contract; one is pre-qualified; and one is for sale (house on Dayton); and the remainder are either sold or occupied. He shared that the candidates for the lease purchase program are required to participate in the IDA (Individual Development Account) Program to be trained on finances, budgeting with their progress being constantly monitored as well as their credit rating. Mr. McNair noted in order for candidates to be accepted into this class, they are

required to have a high enough credit score to forecast them as being mortgage eligible within a year.

Chairman J. Davis asked staff if this money could be used to rehab existing homes, or if it has to be used for new construction. He felt that the money might be better spent rehabbing some of the boarded up dilapidated houses in the neighborhoods, rather than putting up a couple of houses in a neighborhood. Mr. McNair explained the city already has a presence in the Southside neighborhood and has already made a commitment to this neighborhood and felt if the city is not willing to invest in this community, it would not change. He advised that spending the money for rehabbing existing homes would not be out of the realm of possibilities, but pointed out the city would have to pick specific locations. He noted there are some undesignated funds set aside in the Annual Action Plan that could possibly be spent in this manner.

Mr. McNair stated that it was a possibility that the city would take a loss building these two homes in the Southside community, but staff perceives it as an investment in the community. He explained this would not be done with HUD money, but is a grant and in this particular case if the city does not go ahead and use the money, the money would be lost and would go away.

At this time, Committee Member C. Davis asked Chairman J. Davis if his comfort level would increase if the amount of money allocated is reduced based on the actual cost of construction since the land has already been acquired. Chairman J. Davis replied it would not and he still questioned whether or not it would be worth it to take a risk/gamble knowing the city would end up taking a loss to make a change in this neighborhood. Council Member Ewing pointed out the city already takes losses on a majority of city services (i.e. MRF, transportation, etc…). He also advised that long-term, it would result in an increase of tax value on the property and the city would eventually get the money back.

Chairman J. Davis then asked if there were any additional comments or questions for staff. There being none, he stated he would be willing to take a risk and approve it.

Chairman J. Davis then moved to forward this matter to Council with a favorable recommendation to approve the contract with CHS, Inc. in an amount up to $287,038 to build the two houses in the Southside community. Committee Member C. Davis made a second to the motion, which carried unanimously. [4-0 vote]

150199 **Contract Renewal - The Ferguson Group**

Council is requested to authorize the renewal of contract with The Ferguson Group (TFG) for the period of July 1, 2015 – June 30, 2016.

Chairman J. Davis asked Mayor Bencini to report on this matter. Mayor Bencini pointed out when this subject was previously discussed during a budget review, questions were directed to the city manager as to what the correct amount for the contract should be and if there was some expectation on different level of services because the amount of the contract was less than what had been budgeted previously. City Manager Greg Demko advised that Jennifer Imo with The Ferguson Group would be briefing Council during a Manager's Briefing on Monday, June 15th regarding the services they offer as part of the contract. He noted that the $50,000 for The Ferguson Group was incorrect and he is proposing to keep it funded at the current level of $80,000.

Committee Member C. Davis suggested adding the $5,000 identified for reimbursement to the contract amount of $80,000 to make it $85,000. City Manager Greg Demko clarified that the contact would be for $80,000 plus costs, expenses.

Chairman J. Davis then moved to forward the contract with The Ferguson Group to Council with a favorable recommendation for approval. Committee Member Williams made a second.

Committee Member C. Davis offered a friendly amendment to the motion to increase the amount of the contract to include the $5,000 for costs, expenses. Chairman J. Davis and Committee Member Williams agreed to forward the contract with The Ferguson Group in the amount of $85,000 to Council with a favorable recommendation. The motion carried unanimously. [4-0 vote]

Discussion Regarding Increasing Council's Travel Line Item for FY 2015-2016

Chairman J. Davis stressed the importance of face-to-face meetings and forming relationships with our legislators. He suggested that the Council's travel line item in the proposed budget be increased. Mayor Bencini mentioned the upcoming ElectriCities Conference to be held in Myrtle Beach, SC and noted the cost of this conference alone would be around $2,000 for each Council Member. Eric Olmedo, Budget & Performance Manager, advised that $1,500 per Council Member is currently proposed in the budget. Mayor Bencini also felt the Council's travel line item should be increased. City Manager Greg Demko agreed that this was an area that should at least be doubled.

150200 **<u>High Point Convention & Visitors Bureau – 2015-2016 Annual Budget/Contract</u>**

City Council is requested to approve the annual budget for the High Point Convention & Visitors Bureau (CVB) for FY 2015-2016 and authorize the City Manager to execute contract between the High Point Convention and Visitors Bureau for FY 2015-2016.

Eric Olmedo, Budget & Performance Manager, advised this was merely a pass-thru in the city's budget. City Manager Greg Demko pointed out that the Convention & Visitors Bureau requested a 3-year contract, but staff is recommending a one-year contract as has been done in the past.

Chairman J. Davis made a motion to forward this matter to Council with a favorable recommendation for approval. Committee Member Williams made a second to the motion, which carried unanimously. [4-0 vote]

150201 **<u>International Home Furnishings Market Authority – 2015-2016 Annual Budget</u>**

City Council is requested to approve the FY 2015-2016 annual budget for the International Home Furnishings Market Authority (Market Authority).

Chairman J. Davis made a motion to forward this matter to Council with a favorable recommendation for approval. Committee Member Williams made a second to the motion, which carried unanimously. [4-0 vote]

150202 **<u>City of High Point 2015-2016 Budget Ordinance and Related Documents</u>**

City Council is requested to adopt the FY 2015-2016 Budget Ordinance for the City of High Point and related ordinances and/or resolutions.

Chairman J. Davis advised that the Finance Committee is not ready to move forward with this matter at this time.

Committee Member C. Davis moved to continue this matter until a later date. Committee Member Hill made a second to the motion, which carried unanimously. [4-0 vote]

There being no further business to discuss, the Finance Committee Meeting adjourned at 4:45 p.m.

Respectfully Submitted,

_____
James C. Davis, Chairman

Attest:

_____
Lisa B. Vierling, MMC
City Clerk