City of High Point

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

Meeting Agenda

Monday, July 18, 2016

5:30 PM

Council Chambers

City Council

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

ROLL CALL, PRAYER, AND PLEDGE OF ALLEGIANCE

RECOGNITIONS AND PRESENTATIONS

160197 Proclamation - National Parks & Recreation Month 2016
Lee Tillery, Directors of Parks & Recreation, will be in attendance to accept a proclamation designating July 1026 as “National Parks & Recreation Month” in the City of High Point.

160221 Proclamation - High Point Police and Community Day
Police Chief Ken Shultz will be in attendance to accept a proclamation designating Monday, July 18, 2016 as “High Point Police and Community Day” in the City of High Point.

160198 High Point REALTOR® Association - Annual President’s Report
Laurie Edward’s, President of the High Point REALTOR Association, will make the annual president’s report to City Council.

PUBLIC COMMENT PERIOD

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

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

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

CONSENT AGENDA ITEMS

FINANCE COMMITTEE - Council Member J. Davis, Chair

160201 Contract - Amick Equipment - Knuckleboom Truck
Council is requested to approve contract with Amick Equipment for the purchase of a used 2014 International with a Petersen TL-3 knuckleboom loader in the amount of $110,000.00.

160202 Contract- Pierce Enforcer Fire Trucks
Council is requested to approve contract with Atlantic Emergency

Solutions in the amount of $2,158,243.00 for the purchase of three (3) Pierce Enforcer Fire Trucks.

160203 Contract - Black & Veatch - Ward Water Treatment Plant Improvements
Council is requested to approve contract to Black & Veatch in the total amount of $889,000.00 for Electrical and HVAC improvements as part of the Ward Water Treatment Plant improvements.

160204 Sole Source Contract - Trayer Engineering - 15 kV Pad Mounted Protective Switches
City Council is requested (1) approve an exemption to the bid laws under the sole source qualification for standardization and (2) approve the purchase of four (4) switches from Trayer Engineering for the total amount of $206,119.00 and authorize the appropriate city official to execute all necessary documents.

160205 ElectriCities Joint Purchasing Agreement
Council is requested to approve a three-year Joint Purchasing agreement with ElectriCities.

160206 Contract - Johnson Controls, Inc. - HVAC and Fire Alarm Service
Council is requested to approve contract to Johnson Controls, Inc., in the amount of $317,330.00 for HVAC and Fire Alarm Service Contracts for various city facilities.

160207 Joint Governmental Interlocal Agreement - PTRWA
Council is requested to authorize the City Manager to execute an amended joint governmental agreement between the Piedmont Triad Regional Water Authority and other member governments.

160208 Resolution - Urban State Match - Purchase of City Buses
Council is requested to adopt a Transportation Program Resolution, to allow staff to apply for the Urban State Match Program funding for funding to purchase fourteen (14) new city buses.

160209 Resolution - Donation of Surplus Equipment - Mt. Zion Baptist Church
Council is requested to adopt a Resolution approving the donation of surplus computer equipment to Mt. Zion Baptist Church pursuant to NCGS§ 160A-280.

160210 NCDOT - MPO Agreement - Use of Planning Funds
Council is requested to approve an MPO Agreement with the North Carolina Department of Transportation (NCDOT) for the use of Planning (PL) funds for Planning Activities.

REGULAR AGENDA ITEMS

FINANCE COMMITTEE - Council Member J. Davis, Chair

160199 Contract - Old Dominion Brush, Inc. - Truck Mounted Vacuums

Council is requested to approve contract with Old Dominion Brush, Inc. in the amount of $511,612.59 for the purchase of three (3) Vacuum Debris Collectors for use by the Public Services Department for cleaning storm drains, gutter, etc.

160200 Contract - Piedmont Peterbilt - Side Loading Refuse Trucks
Council is requested to approve contract with Piedmont Peterbilt in the amount total amount of $737,232.00 for the purchase of three (3) Peterbilt trucks with New Way side loading refuse bodies.

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

160211 Ordinance - Vacate/Close - 1017 Oakview Road
Council is requested to adopt an ordinance ordering the inspector to effectuate the vacating and closing of a dwelling located at 1017 Oakview Road belonging to Ouida Kent.

160213 Ordinance - Demolition of Dwelling - 1015 Washington Street
Council is requested to adopt an ordinance ordering the inspector to effectuate the demolition of a dwelling locate at 1015 Washington Street, belonging to Betty T. Phillips.

160214 Ordinance - Demolition of Dwelling - 913 Carter Street
Council is requested to adopt an ordinance ordering the inspector to effectuate the demolition of a dwelling locate at 913 Carter Street, belonging to Lecia L. Christian.

160215 Ordinance - Demolition of Dwelling - 401 Hobson Street
Council is requested to adopt an ordinance ordering the inspector to effectuate the demolition of a dwelling locate at 401 Hobson Street, belonging to Clell Erwin Snider Estate.

PLANNING & DEVELOPMENT COMMITTEE - Council Member Wagner, Chair

160216 Roadside Historic Marker Request
A request by the High Point Museum to place roadside historic markers recognizing the High Point Speedway at the southwest corner of the intersection of Johnson Street and Scarlett Drive and Tri-City Speedway at the southeast corner of Skeet Club Road and Lumsden Lane in the public right-of-way.

160217 Ordinance - Altenpoh, LLC - Zoning Map Amendment 16-14
A request by Altenpoh, LLC to rezone approximately 1.34 acres from a Conditional Use Light Industrial (CU-LI) District to the General Business (GB) District (0.32 acres) and to the Light Industrial (LI) District (1.02 acres). The site is lying along the west side of Westchester Drive, approximately 840 feet north of W. English Road (2700, 2702 and 2710

Westchester Drive).

160223 Easement Reconveyance ER 16-0001 - 341 S. Wrenn Street
Council is requested to approve an Easement Reconveyance, abandoning an existing City of High Point overhead utility easement, on property addressed as 341 S. Wrenn Street.

GENERAL BUSINESS AGENDA

160218 Ordinance Amendment - Offenses Against Peace and Order
Council is requested to adopt an amendment to the High Point Code of Ordinance amending Section 12-1-10 of Title 12, Chapter 1 - Offenses against public peace and order.

160222 Ordinance Amendment - Parking Violations - Civil Penalty
Council is requested to adopt an amendment to the High Point Code of Ordinances amending Section 5-1-41 (a) of Title 5, Chapter 1, Article C - Parking Violations of the Code of Ordinance of the City of High Point.

160219 Reappointment - Housing Authority Board - Bob Davis
Council is requested to confirm the reappointment of Bob Davis to the High Point Housing Authority Board effective December 22, 2017 and expiring December 22, 2021.

160220 Minutes to Be Approved
Community Housing & Neighborhood Development Committee Meeting - Tuesday, June 14th @ 9:00 a.m.
City Manager's Briefing Session - Monday, June 20th @ 4:00 p.m.
Regular Meeting - Monday, June 20th @ 5:30 p.m.

160030 Boards & Commissions - Vacancy Report
Attached is the current list of vacancies for all Boards & Commissions.

ADJOURNMENT

Office of the Mayor
City of High Point
North Carolina

PROCLAMATION...

WHEREAS, the High Point Parks & Recreation Department strives to provide our community with passive and active recreation services, parks, and facilities that enrich the lives of all residents and promote opportunities for healthy lifestyles, and

WHEREAS, more than ever, individuals and families are seeking high quality, low cost ways to improve their health, spend time together, learn new things, and enjoy the outdoors, and

WHEREAS, High Point Parks & Recreation provides hundreds of programs, classes, and events throughout the year that enrich the quality of life for the citizens of High Point, and

WHEREAS, parks and recreation programs increase our community's economic prosperity through the attraction and retention of businesses and residents, expansion of the local tax base, increased tourism, and crime reduction, and

WHEREAS, in recognition of the benefits derived from parks and recreation resources, the United States Congress has designated the month of July as National Parks and Recreation Month, and

NOW THEREFORE BE IT RESOLVED by the Mayor and the High Point City Council, that July 2016 is recognized as

Parks and Recreation Month

in the City of High Point.

WITNESS my hand and the Corporate Seal of the City of High Point, North Carolina, this the 18th day of July, 2016.

William S. Bencini, Jr., Mayor

CITY OF HIGH POINT
AGENDA ITEM

Title: **Zoning Map Amendment 16-14**
(Altenpoh, LLC)

From: Lee Burnette, Planning & Development Director

Meeting Date: July 18, 2016

Public Hearing: Yes

Advertising Date: July 6 & 13, 2015

Advertised By: Planning & Development

Attachments:
A. Planning and Zoning Commission Recommendation
B. Staff Report
C. Zoning Ordinance

PURPOSE:
A request by Altenpoh, LLC to rezone approximately 1.34 acres from a Conditional Use Light Industrial (CU-LI) District to the General Business (GB) District (0.32 acres) and to the Light Industrial (LI) District (1.02 acres). The site is lying along the west side of Westchester Drive, approximately 840 feet north of W. English Road *(2700, 2702 and 2710 Westchester Drive)*.

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

BUDGET IMPACT:
There is no budget impact.

RECOMMENDATION / ACTION REQUESTED:

A. Staff recommended ***approval*** of this request, as outlined in the attached staff report.

B. On June 28, 2016, a public hearing was held before the Planning and Zoning Commission regarding Zoning Map Amendment 16-14. The Planning & Zoning Commission recommended ***approval*** of this request, by a vote of 7-0, as outlined in the staff report and as recommended by staff.

PLANNING AND ZONING COMMISSION RECOMMENDATION

Altenpoh, LLC **Zoning Map Amendment 16-14**

At its June 28, 2016 public hearing, the Planning and Zoning Commission reviewed a request to rezone approximately 0.32 acres to the General Business (GB) District and to rezone approximately 1.02 acres to the Light Industrial (LI) District. All members of the Commission were present except for Mr. Andrew Putnam. Mr. Herbert Shannon, Senior Planner, presented the case and recommended approval of the request as outlined in the staff report.

Speaking in favor of the request:

Speaking in favor of the request, on behalf of the applicant, was Mr. Andy Harris, an attorney with Wyatt Early Harris Wheeler LLP, 1912 Eastchester Drive, High Point.

Mr. Harris stated that the property owner purchased the property about a year ago to operate his manufacturing/warehouse facility in the 25,000 square-foot structure on the site. The owner's wife desires to use a smaller 3,600 square-foot building on the property, fronting along Westchester Drive, for a yoga studio or other personal services uses. He urged the commission to vote in favor of the zoning map amendment and made himself available to answer questions.

Speaking in opposition of the request:

No one spoke in opposition to this request.

Planning & Zoning Commission Action

The Planning & Zoning Commission recommended ***approval*** of this request, as recommended by staff, by a vote of 7-0.

Upon making its recommendation, the Planning & Zoning Commission stated that its approval of Zoning Map Amendment 16-14 would be consistent with the City's adopted plans. Additionally, the Commission concurred with the staff report and found its approval recommendation reasonable and in the public interest because:

1) The request is consistent with the Land Use Plan;
2) Except for the zoning site and the abutting parcel to the north, which are zoned LI, the GB District zoning has been firmly established along this portion of Westchester Drive; and
3) The requested GB District and allowable uses of this district are already present in this area. Therefore, this request will not be introducing land uses that have not already been established in this area.

CITY OF HIGH POINT
PLANNING AND DEVELOPMENT DEPARTMENT

STAFF REPORT
ZONING MAP AMENDMENT 16-14
June 28, 2016

Request			
Applicant: Altenpoh, LLC	**Owner:** Altenpoh, LLC		
Zoning Proposal: To rezone approximately 1.34 acres.	**From:**	CU-LI	Conditional Use Light Industrial (CU-LI) District
	To:	GB LI	General Business District Light Industrial District

Site Information	
Location:	Lying along the west side of Westchester Drive, approximately 840 feet north of W. English Road *(2700, 2702 and 2710 Westchester Drive).*
Tax Parcel Numbers:	Guilford County Tax Parcel 0194513(portion)
Site Acreage:	Approximately 1.34 acres
Current Land Use:	The zoning site is part of a larger 5.8-acre parcel developed with a 25,000-square foot manufacturing/warehouse facility and a smaller 3,600-square foot structure.
Physical Characteristics:	The zoning site is developed with two structures and associated parking/vehicle circulation areas. A perennial stream runs along the southern boundary of the site.
Water and Sewer Proximity:	A 12-inch City water line and 15-inch City sewer line lie adjacent to the site along Westchester Drive. Additionally, a 15-inch City sewer line is running through the northern portion of the 5.8-acre parcel.
General Drainage and Watershed:	The site drains in a southeasterly direction and is within the Yadkin Pee-Dee (non-water supply) watershed. Based upon the total acreage and allowable development intensity, stormwater controls may be required to be provided.
Overlay District:	None

Adjacent Property Zoning and Current Land Use			
North:	LI	Light Industrial District	Mini-warehouse and warehouse facility lying north of the overall larger parcel.
South:	GB	General Business District	Multi-tenant retail structure
East:	GB	General Business District	Contractors office *(lying across Westchester Drive)*
West:	LI	Light Industrial District	Undeveloped

Relevant Land Use Policies and Related Zoning History	
Community Growth Vision Statement	This request is neither in conflict with the Community Growth Vision Statement's goals and objectives nor does it promote those goals and objectives.
Land Use Plan Map Classification:	The site has a Local/Convenience Commercial land use designation on the eastern half (fronting Westchester Drive) and a Light Industrial land use designation on the western half. These designations are defined as follows: • **Local/Convenience Commercial:** This classification includes moderate-intensity convenience retail or service uses, generally serving small, local neighborhoods. • **Light Industrial:** Light industrial uses include general manufacturing, wholesaling, warehousing, and research and development uses.
Land Use Plan Goals, Objectives & Policies:	This request is neither in conflict with the Land Use Plan's goals and objectives nor does it promote those goals and objectives.
Relevant Area Plan(s):	There are not any relevant area plans for this site.
Zoning History:	There has been no recent zoning activity in this area.

Transportation Information			
Adjacent Streets:	**Name**	**Classification**	**Approx. Frontage**
	Westchester Drive	Major Thoroughfare	75 ft.
Vehicular Access:	Westchester Drive (public street)		
Traffic Counts: (Average Daily Trips)	Westchester Drive	17,000 ADT (2013, NCDOT traffic count)	
Estimated Trip Generation:	No information		
Traffic Impact Analysis:	**Required**		**Comment**
	Yes	No X	None
Pedestrian Access:	Development of the site is subject to the sidewalk requirements of the Development Ordinance.		

School District Comment
Not applicable to this zoning case.

Details of Proposal

The zoning site is part of a larger 5.8-acre parcel and is currently developed with a 25,000-square foot warehouse/industrial building and a smaller 3,600-square foot building fronting along Westchester Drive. The applicant is requesting to rezone a 0.32-acre portion of the larger parcel, encompassing the 3,600-square foot building, to the GB District in order to allow

business/personal services uses and retail uses in this structure. Because the property fronts along an established commercial corridor and the structure on it is small in size, the property is not suitable for industrial use.

The remaining land area of the site has a LI and CU-LI District zoning. The CU-LI District was established in 1993 with a single zoning condition prohibiting access to an alley lying at the southern boundary of the property. This alley was never improved and was later abandoned; therefore, there is no need to retain the CU zoning. Staff recommended the applicant include with this application a request to rezone the remaining CU-LI area, approximately 1.02 acres, to the LI District which the applicant has done and which will remove the conditional use zoning.

Staff Analysis

The request to establish GB District zoning along the Westchester Drive frontage and LI District to the rear of this parcel is consistent with the development pattern and Land Use Map for this portion of the City's planning area. Except for the larger parent property associated with the zoning request and an abutting mini warehouse facility to the north; all of the property along this segment of Westchester Drive, between Burton Road and W. English Road, is currently zoned GB. Also, the Land Use Map depicts Local/Convenience Commercial classification along the Westchester Drive frontage and Light Industrial to the rear of parcels along this segment of Westchester Drive. Based on existing zoning pattern and adopted Land Use Map, the applicant's request is consistent with the zoning and land use policy for this area.

Consistency with Adopted Plans:
The proposed Zoning District is appropriate for its proposed location and is consistent with the purposes, goals, objectives and policies of relevant comprehensive land use or area plans.

Staff Comments:
This request is consistent with the land use classifications for this area and it makes use of an existing building along a major transportation corridor that has other commercial uses.

Reasonableness/Public Interest:
An approval of the proposed Zoning District is considered reasonable and in the public interest.

Staff Comments:
In this case, staff suggests that the approval of this request is reasonable and in the public interest because:

1) The request is consistent with the Land Use Plan;
2) Except for the zoning site and the abutting parcel to the north, which are zoned LI, the GB District zoning has been firmly established along this portion of Westchester Drive.
3) The requested GB District and allowable uses of this district are already present in this area. Therefore, this request will not be introducing land uses that have not already been established in this area.

Recommendation

Staff Recommends Approval

The request is consistent with the Land Use Map and existing development pattern along this portion of the Westchester Drive corridor. The Planning & Development Department recommends approval of the request to rezone 0.32 acres to the GB District (Tract A on map) and to rezone 1.02 acres to the LI District (Tract B on map).

Required Action

Planning and Zoning Commission:

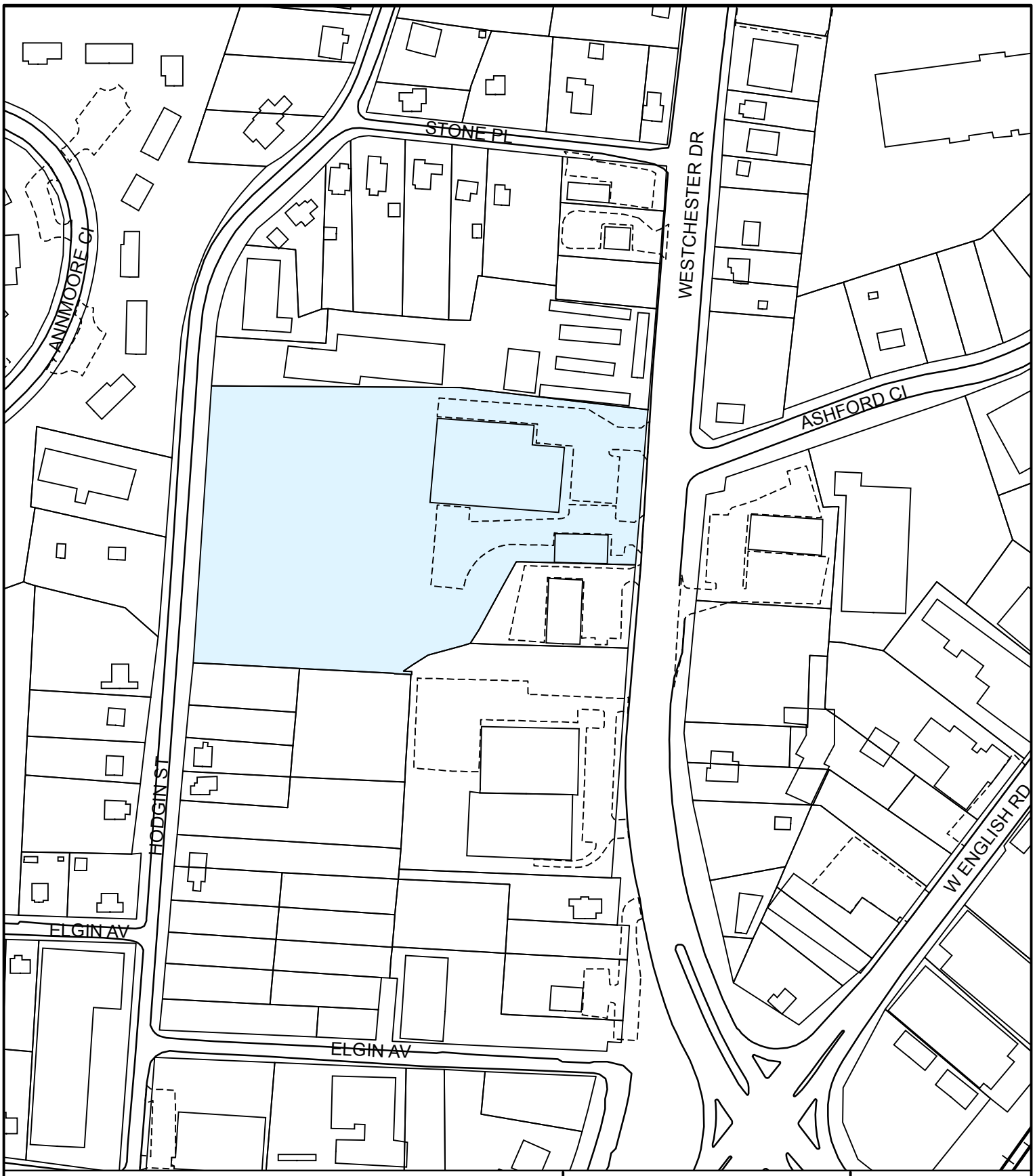
The NC General Statutes require that the Planning and Zoning Commission place in the official record a statement of consistency with the City's adopted plans when making its recommendation. This may be accomplished by adopting the statements in the Staff Analysis section of this report or by adopting its own statement.

City Council:

The NC General Statutes require that the City Council also place in the official record a statement of consistency with the City's adopted plans, and explain why the action taken is considered to be reasonable and in the public interest when rendering its decision in this case. This may be accomplished by adopting the statements in the Staff Analysis section of this report or by adopting its own statement.

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 G. Lee Burnette AICP, Director.



ZONING MAP AMENDMENT ZA-16-14

From: Conditional Use Light Industrial
To: Tract A - General Business
Tract B - Light Industrial

Existing Zoning Boundary
Subject Property Boundary

Planning & Development Department

City of High Point

Date: June 28, 2016

N

Scale: 1"=200'

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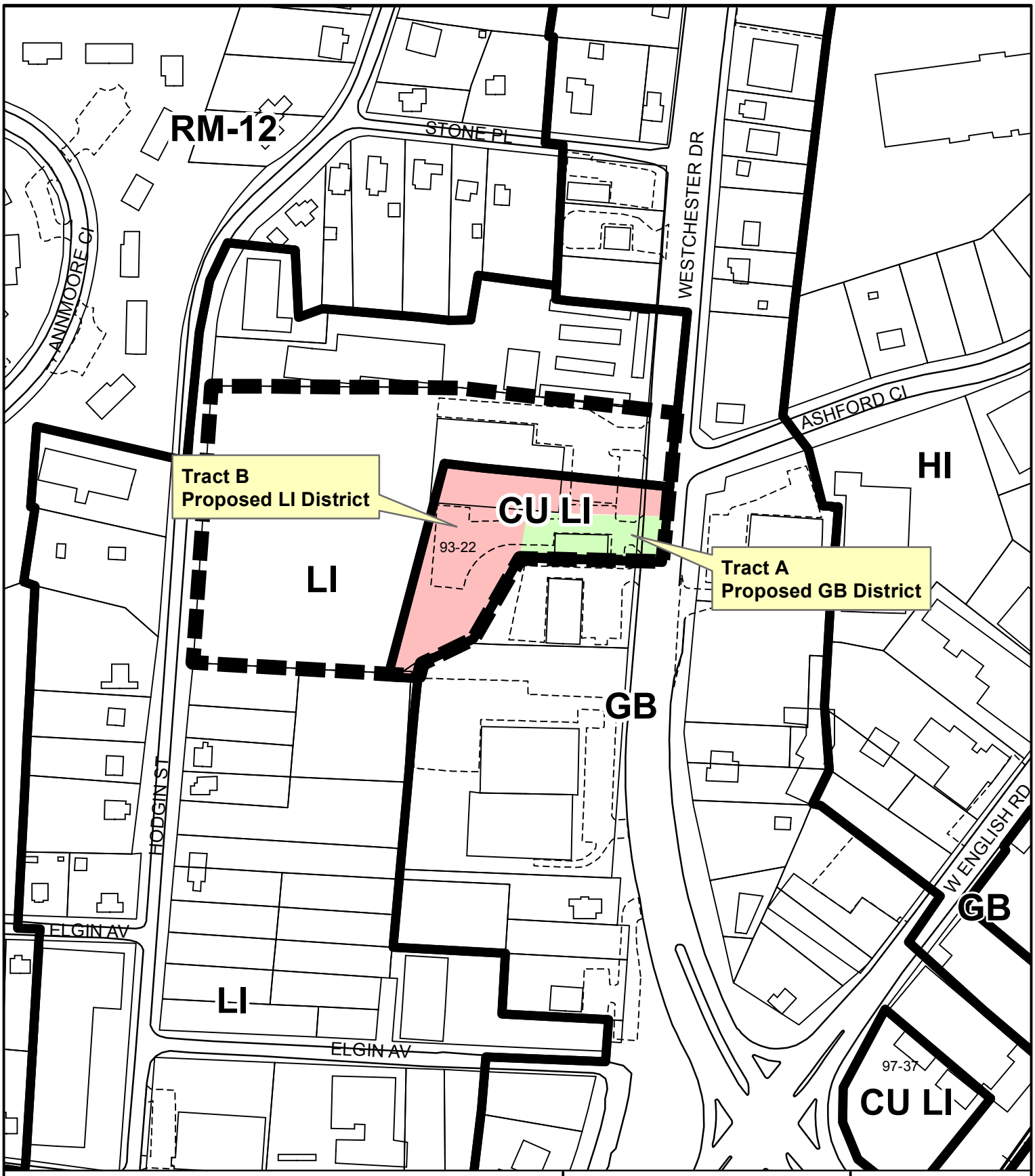

ZONING MAP AMENDMENT ZA-16-14

From: Conditional Use Light Industrial
To: Tract A - General Business
Tract B - Light Industrial

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

Planning & Development Department

City of High Point

Date: June 28, 2016

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Scale: 1"=200'

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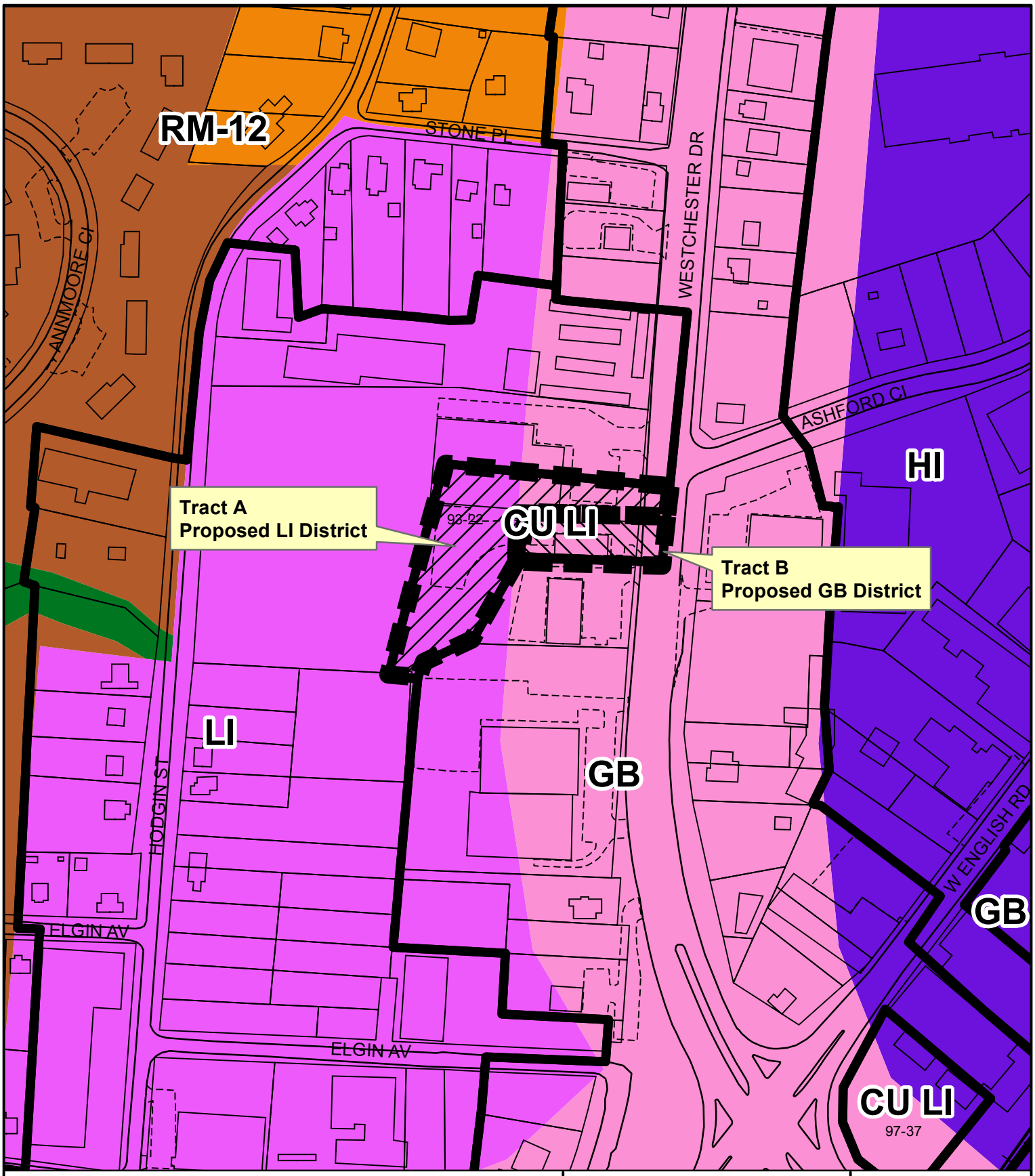
ZONING MAP AMENDMENT ZA-16-14



ZONING MAP AMENDMENT ZA-16-14

Land Use Plan

- Moderate-Density Residential
- Medium-Density Residential
- Local/Convenience Commercial
- Light Industrial
- Heavy Industrial
- Recreation/Open Space

Planning & Development Department

City of High Point

Date: June 28, 2016

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Scale: 1"=200'

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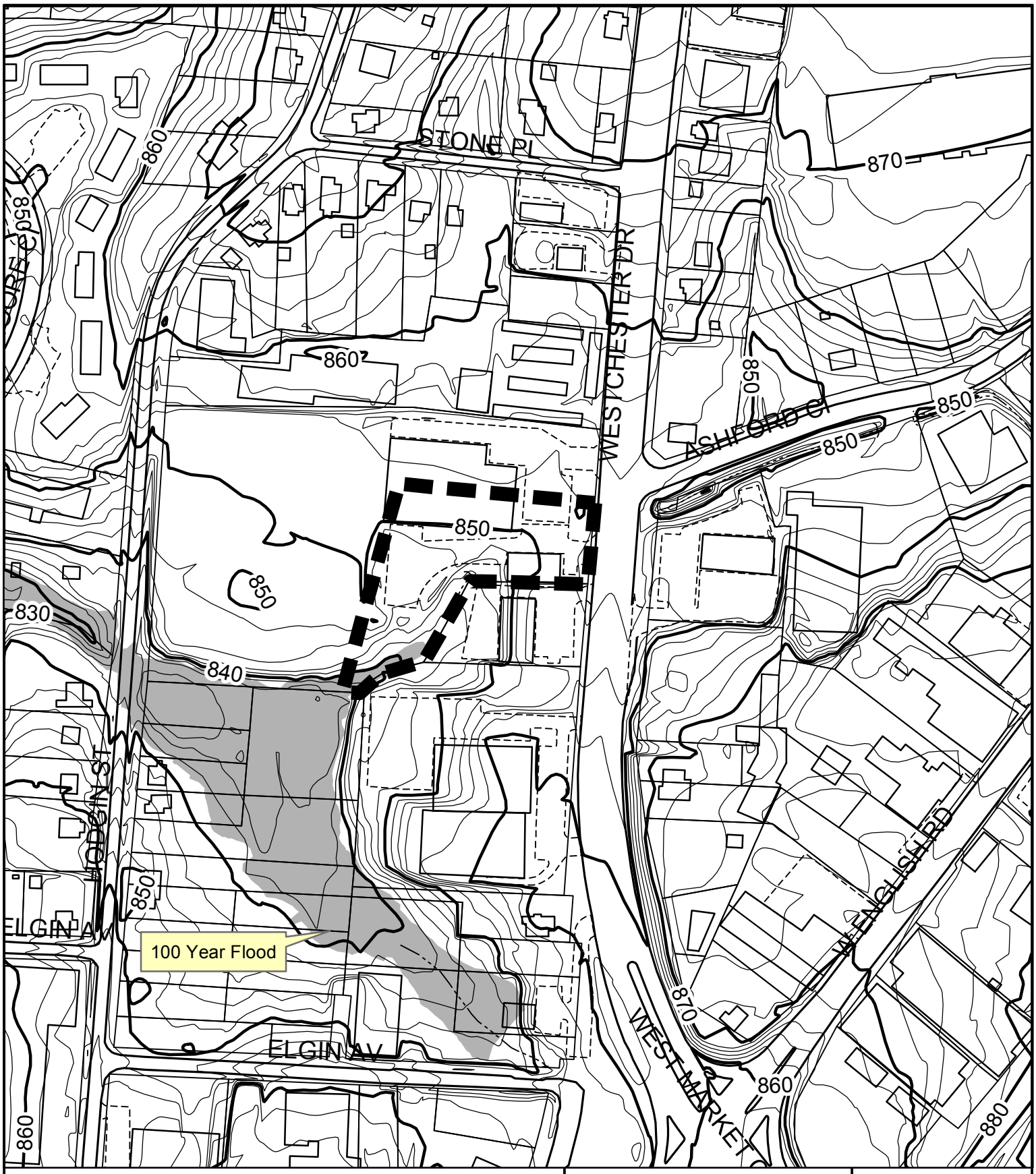

ZONING MAP AMENDMENT ZA-16-14

Topography

Subject Property Boundary - - - - - - - - - -

Planning & Development Department

City of High Point

Date: June 28, 2016

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Scale: 1"=200'

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Angela G. McGill
Chief Executive Office

HOUSING AUTHORITY OF THE CITY OF HIGH POINT

June 3, 2016

Mayor Bill Bencini
City of High Point
P.O. Box 230
High Point, NC 27261

Ref: The Housing Authority of the City of High Point – Commissioner Reappointment

Dear Honorable Bencini:

On behalf of the Housing Authority of the City of High Point (HPHA), I am requesting the reappointment of Bob Davis to the HPHA Board. Mr. Davis' appointment will expire on December 22, 2017. We are requesting that Mr. Davis be reappointed for another term. Words could never express how instrumental Mr. Davis is to the HPHA.

This request is based on his extensive experience, training and knowledge of the vital mission of HPHA. There is a tremendous amount of training provided to the Commissioners of the HPHA in an effort to effectively and efficiently meet the needs of the HPHA and the community at large. Mr. Davis will provide the crucial experience needed to assist the HPHA in current and future endeavors.

Thank you in advance for considering my request to reappoint Mr. Davis to the HPHA Board of Commissioners.

Respectfully,

Angela G McGill

Angela McGill
Chief Executive Officer

"World Class Communities must do World Class Things" – Unknown"

Copy: Greg Demko
City Manager

500 East Russell Avenue • Post Office Box 1779 • High Point • North Carolina 27261-1779
Phone (336) 878-2300 • TDD/Voice • Fax (336) 887-2414 • www.HPHA.net

CITY OF HIGH POINT
AGENDA ITEM

Title: Electrical and HVAC Improvements – Ward Water Treatment Plant

From: Terry Houk – Public Services Director
Wendell Pickett, Water Plant Supervisor
Bill Frazier, Laboratory Manager

Meeting Date: July 18, 2016

Public Hearing: N/A

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

Attachments: Attachment A – Scope of Services

PURPOSE:
The City has budgeted for Electrical and HVAC improvements for the Ward Water Treatment Plant and has selected Black and Veatch to perform design, permitting and bidding services for this project.

BACKGROUND:
The Ward Water Treatment is converting the Electrical system from 12.47 kv (not standard) to 4.16 kv (standard). This conversion is required, as parts for the 12.47 kv are not readily available or not easy to obtain. The HVAC system (installed in 1985) is being replaced and upgraded to insure the system is fully functional and also insure that the laboratory maintains the desired temperature setting all through the year for testing purposes.

BUDGET IMPACT:
Funds for this project are available in the 2016-2017 budget.

RECOMMENDATION / ACTION REQUESTED:
Public Services requests Council approve the contract to Black and Veatch for Electrical Improvements and HVAC Improvements in the total amount of $889,000.00.

ATTACHMENT A
SCOPE OF SERVICES

Owner: City of High Point
Project: Ward Water Treatment Plant Upgrade

PROJECT DESCRIPTION

The scope of services covers preliminary engineering, detailed design, and bid phase services (including award) for electrical and HVAC improvements to the existing Ward Water Treatment Plant. The scope and fee for construction phase services will be negotiated at a later date.

The facilities to be designed are outlined in two Technical Memoranda as follows:

- Ward Water Treatment Electrical Improvements dated March 2016 by Black & Veatch.

- Ward Water Treatment HVAC improvements dated March 2016 by Black & Veatch.

These facilities shall be further developed in the preliminary engineering and design memorandum phases.

Major components of the facilities to be designed are listed below:

Electrical Improvements

- City of High Point Electric Utility will provide two new utility owned pad mount transformers that will step-down the utility delivery voltage of 12.47 kV to 4.16 kV. Two new utility owned radial circuits will be furnished and installed by the utility from the existing five way pad mount switch to the primary of the utility owned transformers. The utility transformers will be configured wye on the secondary side and will be solidly grounded. New cable and feeders from these transformers to new switchgear are included in this design.

- Demolish the existing 2300V power supply and related equipment and replace with 4160V power supply as follows:

    - New 4.16 KV rated metal enclosed fusible service entrance switchgear in a NEMA 3R enclosure on concrete slab with canopy.

    - New unit substation style transformers, T1, T2, T3, and T4.

- New medium voltage AFDs for HSP-2, HSP-3, and HSP-4. AFDs shall be located in a new electrical building matching architecture of existing Operations Building. Building will be slab on grade unless MCC-1A and MCC-1B are located within this building as well. See below.

- New 4000V rated motors for existing pumps HSP-2 and HSP-4.

- Upgrade existing 480V power supply as follows:

  - New MCC-1A, MCC-1B, and MCC-2. MCC-2 shall be located adjacent to its current location in Operations building. MCC-1A and MCC-1B location will depend on results of load study and space availability inside Operations Building. Location inside Operations Building is preferred. If this cannot be accommodated during detailed design, the MCC-1A and MCC-1B will be located in the new electrical Building and a chase beneath the building will be provided for access and cable routing.

  - New feeders to existing MCC-5 and MCC-6.

  - MCC-1, MCC-2, and MCC-3 shall be demolished.

  - New medium voltage cable and conduit and low voltage cable and conduit to power existing loads and new equipment.

- Provide the following new pumping facilities:

  - New 12 MGD high service pump (HSP-3) with 4000V rated motor.

  - New 12 MGD transfer pump (TP-4) with 480V rated motor with AFD and control valve. AFD shall be located within existing Operations Building.

HVAC Improvements

- Demolish existing Boiler/Chiller in the Operations Building along with associated ductwork and replace with new single large heat pump located on the roof of the building connected via refrigerant piping to numerous fan coil units (FCU's) with built-in filtration and direct expansion heating/cooling coils installed throughout the building and generally located above the suspended ceiling in or near the spaces served; each fan coil unit will be controlled by a single thermostat and serve a zone that is comprised of one or more rooms with similar load profiles, schedules and occupancies so temperature control requirements are similar. Outside air will be provided to all FCU's requiring fresh air for ventilation through use of a supply fan with filtration located on the roof similar to the existing HVAC system. As backups to the single heat

pump, the three existing HVAC systems in spaces 217 – Chemistry Lab, 213 – Bioassay Lab, and 225 – Lab will be kept in service if possible. If it is determined one or more of the existing backup AC systems cannot remain in place due to lack of space, the problem unit will be demolished.

- Replace dehumidifier that serves the transfer pump room/filter gallery area.
- For the laboratory spaces within the Operations Building, provide the following:
    - Provide separate supply and exhaust fans for each fume hood to allow flexibility to operate each fume hood individually.
    - An electric duct heater in each auxiliary air supply duct to each fume hood to temper any air that is brought into the space in cold conditions
    - Relocate the fume hood supply and exhaust points beyond the minimum requirements of the North Carolina Mechanical Code considering the wind profile around the building.
    - Add exhaust stacks with high velocity nozzles to each fume hood exhaust fan to insure the hazardous chemical exhaust air is moved up away from the building and diluted as quickly as possible and not brought back into another building HVAC intake.

Schedule

The Scope of Services is anticipated to be performed as follows:

Phase 300. Preliminary and General Work (In parallel with Phases 301, 302, and 350)	14 months
Phase 301. Preliminary Engineering Study	July 15-Sept 15, 2016
Phase 302. Construction Documents	Sept 16, 2016 – May 15, 2017
Permitting Assistance	March 15 – May 15, 2017
Phase 350. Bid Phase Services	May 16-August 15, 2017

PHASE 300. PRELIMINARY AND GENERAL WORK

A. Administration and Coordination.

1. Conduct a project initiation meeting to clarify Owner's requirements for the project; review available data, project organization, and staffing; and present initial work plan and schedule.

2. Consult with State and local agencies concerning the project to determine their requirements and summarize in the Design Memorandum.

3. Participate in informal meetings with Owner to review progress and exchange ideas and information.

4. Conduct progress meetings with Owner to exchange ideas and information; and present verbal status reports including the estimated completion of tasks, discussion of project issues, and a summary of work status compared to the schedule and budget.

5. Prepare and distribute the minutes for project meetings. Minutes for the project meetings will include a record of decisions made and why those decisions were made.

6. Provide project management to coordinate activities of the project team and to provide overall Project direction to meet OWNER's objectives. Coordinate communication with OWNER.

7. Coordinate the work of sub-consultants to provide Survey, Subsurface Utility Engineering (SUE) and Geotechnical and materials testing. Geotechnical & materials testing provided by Owner

8. Conduct internal quality control reviews and constructability reviews at Project milestones as part of Level 1.5 Design and Level 3 Design.

9. As part of the Level 1.5 Design and Level 3 Design, the Engineer shall produce interim documents for the purpose of review by OWNER's staff and Engineer's quality control. The interim documents shall serve as milestones wherein certain features shall be fixed after a period of OWNER review. The purpose of the interim documents and fixing certain features shall be to communicate the design progress and avoid later revisions that would impact design efficiency and Project cost and schedule. Changes made after fixing features will be considered Additional Services.

10. Prepare detailed drawings and specifications and other Contract Documents during Level 1.5 Design and Level 3 Design for the proposed construction work and for the materials and equipment.

The documents shall be prepared for selection of private construction contractors on a competitive bid basis for a single prime contract, in accordance with North Carolina State bidding laws.

The City of High Point's legal front-end documents shall be used. The Engineer's standard technical specifications and standard detailing techniques shall be used. Contract drawings shall be produced using Auto CAD 2012.

11. Prepare an updated opinion of probable construction cost at the conclusion of Level 3. Provide Project Cost Trend Reports at Design Level 1.5 and 3 meetings. Trend Reports shall include a concise summary of unanticipated and OWNER-requested changes to the scope of work and cost of each item.

12. Prepare detailed drawings and specifications for a single construction contract.

B. Field Investigations

1. **Survey and SUE Services**: Perform, through a subcontract, topographic survey of the plant site and establish bench marks based on USGS datum. Survey will also include a detailed survey of existing site utilities including telephone, water, power, fiber optic and sanitary and storm drainage facilities within work area. The survey will identify the various types of utilities located, invert elevations, sizes and type of pipes, overhead transmission lines and associated utility poles. Utility investigation efforts will conform to SUE, Level B standards. Engineer has included an allowance of $18,000.

2. **Geotechnical Services** shall be provided by Owner. Engineer shall assist with scoping the geotechnical work and will coordinate with this provider.

C. Permitting

1. Permitting Assistance. Provide assistance to Owner in obtaining permits and approvals from federal, state, and local agencies and from utility companies. Owner shall pay permit fees. The following permits and approvals are anticipated:

   a. North Carolina Building Code (Department of Insurance) Review.

   b. City/County Building Standards Review.

c. Authorization to Construct from NCDEQ.

d. Erosion/Sedimentation Control Plan review by NCDEQ.

e. Storm Water Discharge Permit review by NCDEQ.

2. Regulatory Meetings. Assistance will include the following:

a. Preparation of applications, exhibits, and supporting documentation as necessary for Owner's execution and submittal.

b. Furnishing additional information about the design.

c. Communicating by phone or email with agencies as necessary. No face to face meetings are included.

PHASE 301. PRELIMINARY ENGINEERING STUDY

A. Medium Voltage Load Study and Location of MCC-1A and MCC-1B

1. Investigate areas within the existing Operations Building that can accommodate MCC-1A and MCC-1B. Areas under consideration are:

a. Existing electrical room on the 1st floor where the existing control panel is located. Owner will determine potential for demolition of control panel, and removal and relocation of any controls or communications routed through this cabinet if demolished.

b. Existing High Service Pump AFD room.

c. Split location – locate MCC serving 1st floor loads on first floor and MCC serving 2nd floor loads on second floor in area to be agreed upon with Owner.

2. Conduct Owner meeting to review the potential locations of MCCs, either in the existing Operations Building or in the proposed electrical building, and fix decisions prior to moving forward with subsequent portions of the Preliminary Engineering Study.

B. Based on results above, finalize space requirements and layout of the New Electrical Building.

C. Develop pump criteria and select pumps.

D. New Facilities Plan.

1. Develop preliminary sketches for the following facilities:

   a. Conceptual building and structural floor plans for new Electrical building.

   b. Conceptual facilities demolition plans.

   c. Conceptual facilities upgrade plans

2. Develop preliminary design information for the following facilities:

   a. Transfer Pumping to treated water storage

   b. High Service Pumping

   c. Architectural and structural concepts for new Electrical Building.

   d. Heating, ventilating, and air conditioning systems for existing Operations Building and new electrical building.

   e. Electrical system improvements.

   f. Instrumentation and controls system relating to above upgrades.

E. Construction Phasing Plan.

1. Develop a phasing plan to provide for plant construction.

F. Prepare a project cost trends summary.

G. A Preliminary Engineering Report will be prepared to provide a concise summary of design data and other information to be used for a basis of design for the facility upgrades. Tabular format will be used where practical. The design memo will include pertinent information from the facility evaluations and detailed information as required to provide the following information:

1. Datum.

2. Applicable codes and standards.

3. Site survey and geotechnical investigation information.

4. General plant site layout.

5. Transfer pumping facilities layout

6. Finished water pumping facilities layout.

7. Operations building layout – all floors showing upgrades.

8. New Electrical Building layout

9. Process equipment listings, including size, type, and horsepower.

10. HVAC systems description and general layout.

11. Major electrical systems description and general layout,.

12. Major instrumentation and control systems description for upgrades.

13. Project Cost Trends.

14. Project Schedule.

H. Conduct quality control review and revise as required.

I. Submit to Owner for review and comment.

J. Conduct workshop with Owner to receive comments, make necessary modifications, and submit Final PER to Owner.

PHASE 302. CONSTRUCTION DOCUMENT PHASE

A. Conduct a design initiation meeting to clarify Owner's requirements for the Project, review available data and project organization and staffing, and present updated work plan and schedule.

B. Perform a detailed electrical load study to determine size of MCC-1A and MCC-1B. This shall include Owner provided existing, new, and future loads for MCC-1A and MCC-1B.

C. Level 1.5 Design

1. Deliverables.

a. Level 1.5 drawings (22-inch by 34-inch).

b. Draft major process equipment specifications.

c. Project Cost Trend Reports.

2. Decisions. Finalize dimensions of the floor plans and major sections of new electrical building; site plan; interior dimensions and arrangement

of rooms; locations of HVAC, plumbing, and electrical corridors; locations of new major equipment and piping within rooms; electrical power distribution concept diagrams; and instrumentation/control concept.

3. Discussion. Level 1.5 Drawings will include the following:

   a. Site grading and piping plans showing final dimensions.

   b. Civil/structural floor plans (all structures).

   c. Major process equipment details and preliminary piping layouts.

   d. Equipment tag numbers.

   e. Architectural layouts sufficient to establish room arrangement.

   f. Preliminary architectural building elevations, wall sections, and reflected ceiling plans

   g. Preliminary roof plans.

   h. Preliminary process and instrumentation diagrams (P&IDs) and control block diagrams for HSP-3 and TP-4.

   i. Preliminary HVAC layout plans.

   j. Preliminary electrical power distribution diagrams.

   k. Major electrical equipment layout plans.

   l. Interior lighting plans for new electrical building and lighting panel schedule.

Upon completion of Level 1.5, the Engineer's quality control team will review the deliverables. Level 1.5 represents approximately 50 percent of the design effort.

D. Level 3 Design

1. Deliverables.

   a. Front-end documents.

   b. Technical specifications.

   c. Level 3 drawings.

d. Updates (if any) to the Preliminary Engineering Report.

e. Final Opinion of Probable Construction Cost.

2. Decisions. Make final coordination checks and remaining decisions on plans and specifications.

3. Discussion. Level 3 drawings shall include the following:

a. Final site grading and piping plans with final coordinates.

b. Final building elevations, wall sections, and architectural details.

c. Final civil plans and details.

d. Final structural plans and details.

e. Final plumbing plans, schedules, schematics, and details.

f. Final HVAC plans and details.

g. Final instrument schedules, P&IDs, and control panels for new equipment only.

h. Final control system block diagrams for new pumps only.

i. Final lighting plans, fixtures, and panel schedules.

j. Final Electrical power and site plans.

k. Final electrical one-lines, schematics, and details.

Level 3 Design shall include providing sealed drawings for submittal to state review agencies. Drawings shall be annotated to be a review set only and not for construction.

PHASE 350. BID PHASE SERVICES

A. Following receipt of required permit approvals and authorization from Owner, Engineer shall perform the following services related to bidding and award. For the purposes of this scope and budget preparation, it is assumed there will be one (1) bid opening.

1. Assist Owner in advertising for the contract for construction, materials, equipment, and services.

2. Maintain a record of prospective bidders to whom Contract Documents have been issued and submit updated list to Owner.

3. Prepare for, attend, and preside at the pre-bid conference.

4. Reproduce and distribute Contract Documents.

5. Receive and process fees for Contract Documents.

6. Prepare addenda as appropriate to interpret, clarify, or further define the Contract Documents. Addenda will be issued by Engineer upon Owner's approval.

7. Consult with and advise Owner to determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Contract Documents.

8. Attend and assist Owner with the bid opening.

9. Prepare certified bid tabulation sheets.

10. Evaluate bids and prepare recommendation of award.

11. Assist Owner in contract award process.

Deliverables:

- Bidders List
- Addenda
- Bid Tabulation
- Recommendation of Award

PHASE 900. SUPPLEMENTAL SERVICES

A. Any work requested by Owner that is not included in one of the items listed in any other phase will be classified as supplemental services.

B. Supplemental services shall include, but are not limited to:

1. Meetings with local, State, or Federal agencies to discuss the project.

2. Supplemental engineering work required to meet the requirements of regulatory or funding agencies that become effective subsequent to the date of this agreement.

3. Special consultants or independent professional associates required by Owner.

4. Changes in the general scope, extent, or character of the project, including, but not limited to:

   a. Changes in size or complexity.

   b. Owner's schedule, design, or character of construction.

   c. Revision of previously accepted studies, reports, design documents, or construction contract documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes, or orders enacted subsequent to the preparation of such studies, reports, documents, or designs; or are required by any other causes beyond Engineer's control.

5. Additional permitting or regulatory meeting assistance. Payment of permitting fees.

6. Value engineering reviews or services.

7. Revisions of design, drawings, and specifications to incorporate changes arising from value engineering type reviews.

8. Preliminary design and design services related to monitoring, control, programming, or other related activities to integrate or improve SCADA communications with existing equipment.

9. Lighting improvements in operations building.

10. Modifications to MCC-5 and MCC-6.

11. Geotechnical Services.

12. Assistance in financially related transactions for the Project.

13. Coordination of and expenses for trips with Owner to water treatment plants or other facilities to review facility features and operation and maintenance requirements of process equipment proposed for this project.

14. Preliminary design and design phase services of other facilities not specifically identified in the project description section of this Attachment A.

15. Construction phase services.

16. Hazardous materials testing and subsequent provisions for hazardous material handling and disposal.

ATTACHMENT B

Owner: City of High Point
Project: Ward Water Treatment Plant Upgrades

COMPENSATION

For services covered by this Contract, the Owner agrees to pay Engineer as follows:

A. For all items included in Attachment A – Scope of Services, a lump sum amount of $889,000. Billing will be separated as follows according to Owner's accounts.

Electrical Improvements:	$729,000 .
HVAC Improvements:	$160,000 .

B. For Supplemental Services, Owner and Engineer will negotiate a written amendment to this Agreement for the additional services.

C. Engineer will submit to Owner invoices for Services performed over a monthly period. Owner agrees to pay Engineer's invoice upon receipt. Invoices will be in Engineer's standard format.

CITY OF HIGH POINT
AGENDA ITEM

Title: **Ordinance to Vacate – 1017 Oakview Rd.**

From: Mike McNair, Director
Community Development

Meeting Date: July 18, 2016

Public Hearing: No

Advertising Date:

Advertised By:

Attachments:
A. Staff report
B. Ordinance to Vacate
C. Maps

PURPOSE:
A request by Community Development – Local Codes Section to adopt an ordinance ordering the inspector to vacate and close a single family dwelling located at 1017 Oakview Road.

BACKGROUND:
A Hearing was held April 12, 2016 and and Order to Repair or Vacate was issued on April 22, 2016 with a compliance date of May 23, 2016. To date the repairs have not been completed and the dwelling is still occupied.

BUDGET IMPACT:
There is no budget impact as this ordinance request is for the vacating of the dwelling.

RECOMMENDATION / ACTION REQUESTED:
Staff recommends the adoption of the requested ordinance to vacate based upon the enclosed staff report.

PENDING ACTION:
The ordinance becomes effective upon adoption. If the dwelling is not vacated and properly secured, a summary ejectment action will be pursued to vacate the tenant.

COMMUNITY DEVELOPMENT AND HOUSING
LOCAL CODES SECTION
HOUSING ENFORCEMENT

ORDINANCE REQUEST: Ordinance to Vacate

PROPERTY ADDRESS: 1017 Oakview Road

OWNER: Ouida Kent

FIRST INSPECTION:
3-22-16

Number of Violations: Major 1 Minor 7
1) Missing smoke detector
2) Bathroom fan needs to vent to the exterior
3) Secure handrail @ back porch
4) Secure guardrail @ back porch
5) Rotten window casing on exterior living room window
6) Make front door weather tight

HEARING RESULTS:
4-12-16

The owner did not appear for the hearing. During the hearing, the following findings of fact were established. There are numerous violations of the Minimum Housing Code. The inspection was in response to a citizen complaint concerning the condition of the dwelling. At the time of the initial inspection, the dwelling was occupied by 2 adults and minors. The dwelling appears to still be occupied. The dwelling has active utilities. The ordinance is requested to allow the inspector to close, vacate and placard the dwelling in accordance with State statutes.

ORDER(S) ISSUED: Order to Repair or Vacate with a compliance date of 5-23-16

APPEALS: Ms. Kent called the inspector 5-5-16, requesting additional time. She stated she was starting the eviction process and that the tenant wouldn't allow her or her repairman in to make repairs. I explained additional time could be granted after the Order to Repair or Vacate if it's needed.

OWNER ACTIONS: To date I have not been made aware of any repairs completed.

EXTENSIONS: None requested by the owner.

CURRENT STATUS: Conditions still exist. Dwelling appears to still be occupied.
7-6-16

1017 Oakview Road

Order to Vacate

Location of subject property

Community Development & Housing

City of High Point

Date:July 6, 2016

N

A

Scale: 1'=200'

y:Jba pzlInspoction/ ord-vacte mxd

AN ORDINANCE REQUIRING THE INSPECTOR OF THE CITY OF HIGH POINT TO VACATE AND CLOSE 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 vacated and closed, and it further finds as a fact that the owner has been ordered to secure 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 is hereby authorized and directed to proceed with the securing of the following described building in accordance with the Code of Ordinances and Article 19 of Chapter 160A of the General Statutes of North Carolina.

PROPERTY LOCATION	OWNER(S)
1017 Oakview Rd.	Ouida Kent P O Box 5808 High Point, NC 27262

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

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

Adopted by City Council,
this the _18th day of July, 2016.

Lisa B. Vierling, City Clerk

AN ORDINANCE AMENDING "THE CITY OF HIGH POINT, NORTH CAROLINA DEVELOPMENT ORDINANCE," PURSUANT TO SECTION 9-3-12, ZONING MAP AMENDMENTS, OF THE DEVELOPMENT ORDINANCE.

WHEREAS, the City Council of The City of High Point adopted "The City of High Point Development Ordinance" on January 7, 1992 with an effective date of March 1, 1992, and subsequently amended;

WHEREAS, public hearings were held before the Planning and Zoning Commission of the City of High Point on June 28, 2016 and before the City Council of the City of High Point on July 18, 2016 regarding **Zoning Case 16-14** a proposed amendment to the Official Zoning Map of the "City of High Point Development Ordinance";

WHEREAS, notice of the public hearings were published in the High Point Enterprise on June 19, 2016, for the Planning and Zoning Commission public hearing and on July 6, 2016 and July 13, 2016, for the City Council public hearing pursuant to Chapter 160A-364 of the General Statutes of North Carolina; and

WHEREAS, the proposed amendment was adopted by the City Council of the City of High Point on **July 18, 2016.**

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

SECTION 1
That the Official Zoning Map of the City of High Point be amended to establish the following described area as: **General Business (GB) District and Light Industrial (LI) District.**

The property is approximately 1.34 acres lying along the west side of Westchester Drive, approximately 840 feet north of W. English Road (2700, 2702 and 2710 Westchester Drive). The property is also known as a portion of Guilford County Tax Parcel 0194513.

The Entire Zoning site is described as follows:
A tract of land in Guilford County, High Point Township, North Carolina described as follows: BEGINNING at a point on the west side of Westchester Drive at the southeastern corner of Guilford County Tax Parcel 0194513 (this point also being the northeast corner of Guilford County Tax Parcel 0194512); thence North 86° 31' 22'' West 184.84 feet to an existing iron pin; thence South 31° 02' 46'' West 138.71 feet to an existing iron pin; thence South 76° 43' 22'' West 67.46 feet to an existing iron pin; thence North 13° 34' 48" East 289.95 feet; thence South 80° 59' 47" East 269.59 feet to an existing iron pin at the right of way line of Westchester Drive, said iron pin being 10.5 feet from the back of the curb of Westchester Drive; thence along the western right of way line of Westchester Drive South 05° 53' 40" West 116.72 feet, crossing a concrete culvert and Sanitary Sewer line, to the point and place of beginning.

Formally known as Guilford County Tax Parcels 18-265-4-25 and 18-265-4-17 as depicted on Exclusion Map for Archie L. Hornbarrier and Louise B. Hornbarrier as recorded in Plat Book

142 Page 65 in the Guilford County Register of Deeds Office and Survey by Davis Martin Powell & Assoc. Inc., November 20, 1980 Job No. S-17100.

Tract A - GB District

BEGINNING at a point on the west side of Westchester Drive at the southeastern corner of Guilford County Tax Parcel 0194513 (this point also being the northeast corner of Guilford County Tax Parcel 0194512); thence North 86° 31' 22'' West 184.84 feet to an existing iron pin; thence North 03° 28' 38'' East 75 feet; thence South 86° 31' 22'' West 188 feet; thence South; thence along the right of way line of Westchester Drive South 05° 53' 40" West, 75.07 feet to the point and place of beginning. Totaling approximately 0.32 acres (13,981 square feet).

Tract B - LI District

Starting along the west side of Westchester Drive at the southeastern corner of Guilford County Tax Parcel 0194513 (this point is also the northeast corner of Guilford County Tax Parcel 0194512) running North 86° 31' 22'' West 184.84 feet to the **Point of Beginning;** thence South 31° 02' 46'' West 138.71 feet to an existing iron pin; thence South 76° 43' 22'' West 67.46 feet to an existing iron pin; thence North 13° 34' 48" East 289.95 feet; thence South 80° 59' 47" East 269.59 feet to an existing iron pin at the right of way line of Westchester Drive, said iron pin being 10.5 feet from the back of the curb of Westchester Drive; thence along the western right of way line of Westchester Drive South 05° 53' 40" West 41.65 feet, crossing a concrete culvert and Sanitary Sewer line, thence North 86° 31' 22'' West 188 feet; thence South 03° 28' 38'' West 75 feet to the point and place of beginning.

SECTION 2

Should any section or provision of this ordinance be declared invalid, such decision shall not affect the validity of the remaining portions of this ordinance.

SECTION 3

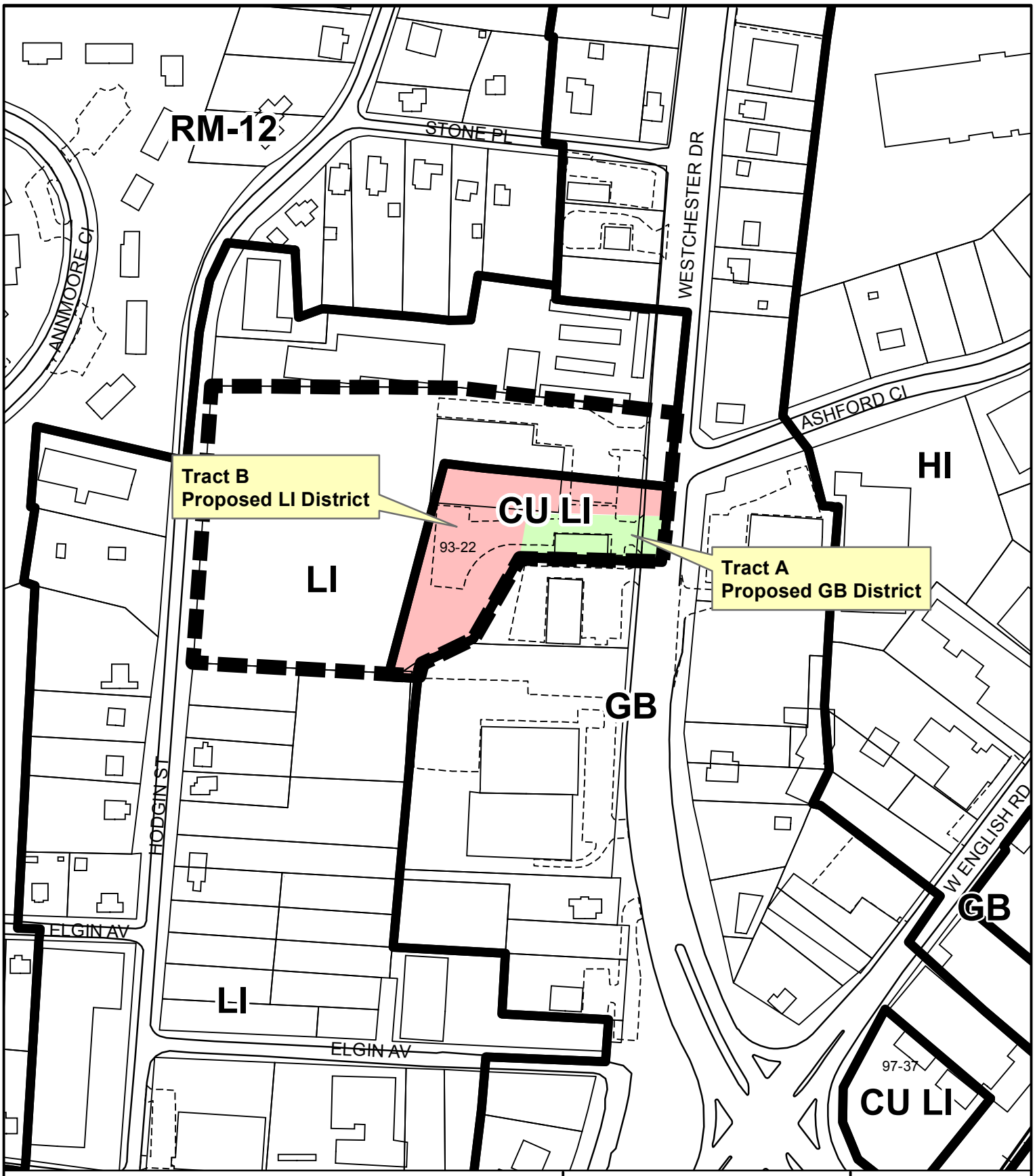
That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 4.

This ordinance shall become effective upon the date of adoption.

18th day of **July, 2016**

Lisa B. Vierling, City Clerk



ZONING MAP AMENDMENT ZA-16-14

From: Conditional Use Light Industrial
To: Tract A - General Business
Tract B - Light Industrial

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

Planning & Development Department

City of High Point

Date: June 28, 2016

N

Scale: 1"=200'

G:/Planning/Secure/ba-pz/2016/pz/za16-14.mxd

CITY OF HIGH POINT
AGENDA ITEM

Title: Truck Mounted Vacuums

From: Gary Smith, Fleet Director

Public Hearing: N/A

Attachments:

Bid Recommendation

Meeting Date: July 18, 2016
Advertising Date / N/A
Advertised By: N/A

PURPOSE:
The Stormwater Division of Public Services is requesting the purchase of three additional truck mounted vacuum debris collectors to be used for cleaning storm drains, gutters, etc. Using the National Joint Powers Alliance (NJPA) contract 060612-ODB the new ODB Model SCL800SM-25 was identified for council approval.

BACKGROUND:
The Stormwater Division of Public Services has four of these trucks now and they are providing excellent service and reliability since their original purchase in 2007. The purchase of these trucks will increase collection efficiencies and allow them to have one as a spare to use while service and repairs are being performed. The price of $170,537.53 is for the truck, vacuum body installation, and delivery. Estimated delivery is 90-120 days.

BUDGET IMPACT:
Funds are available in 2016-17 budget

RECOMMENDATION / ACTION REQUESTED:
The Fleet Services Department recommends purchasing the three new truck mounted Model SCL800SM-25 vacuum debris collectors from Old Dominion Brush, Inc. and issuing the PO# to Virginia Truck Center.

NORTH CAROLINA'S INTERNATIONAL CITY

FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL

DEPARTMENT: Fleet Services

COUNCIL AGENDA DATE: July 18, 2016

BID NO.: NJPA CONTRACT NO.: 060612-ODB DATE OPENED:

DESCRIPTION:

2016 ODB Truck Mounted Vacuum Debris Collector Model SCL800SM-25

PURPOSE:

The Stormwater Division of Public Services is requesting the purchase of three additional truck mounted vacuum debris collectors to be used for cleaning storm drains, gutters, etc.

COMMENTS:

The price of $170,537.23 is for the truck, body installation, and delivery. Total cost for three is $511,612.59

RECOMMEND AWARD TO: Old Dominion Brush Co/Virginia Truck Cnt AMOUNT: $511,612.59

JUSTIFICATION:

The Stormwater Division of Public Services has four of these trucks now and they are providing excellent service and reliability since their original purchase in 2007. The purchase of these trucks will increase collection efficiencies and allow them to have a spare to use while service and repairs are being performed.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
671731	532401			$511,612.59
TOTAL BUDGETED AMOUNT				$511,612.59

DEPARTMENT HEAD: Gary L. Smith Digitally signed by Gary L. Smith Date: 2016.07.06 10:31:30 -04'00' DATE: Jul 6, 2016

The Purchasing Division concurs with recommendation submitted by the Fleet Services and recommends award to the lowest responsible, responsive bidder Old Dominion Brush Co. in the amount of $ 511,612.59.

PURCHASING MANAGER: Erik Conti Digitally signed by Erik Conti DN: cn=Erik Conti, o, ou, email=erik.conti@highpointnc.gov, c=US Date: 2016.07.06 13:02:20 -04'00' DATE: Jul 6, 2016

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: Jeffrey A. Moore Digitally signed by Jeffrey A. Moore DN: cn=Jeffrey A. Moore, o=City of High Point, NC, ou=Financial Services Director, email=jeff.moore@highpointnc.gov, c=US Date: 2016.07.08 10:38:23 -04'00' DATE: Jul 8, 2016

CITY MANAGER: Greg Demko Digitally signed by Greg Demko DN: cn=Greg Demko, o=High Point, ou=High Point, email=greg.demko@highpointnc.gov, c=US Date: 2016.07.08 14:27:48 -04'00' DATE: Jul 8, 2016

OLD DOMINION BRUSH CO., INC.
5118 Glen Alden Drive, Richmond, VA 23231
1-800-446-9823

Proposal 062316-DB
City of High Point — **DATE: 6/23/2016**
High Point, NC — **ATTN: Gary Smith**

Description

(1) New ODB Truck Mounted Vacuum Debris Collector Model SCL800SM-25
Hopper - 25 cubic yards with self dumping underbody hoist
32" diameter suction impeller with six 3/8" thick T-1 steel blades
4-groove power band belt drive for suction impeller
16" diameter x 120" rubber suction hose with steel nozzle
Hydraulic hose boom powered by an electric/hydraulic pump
13" clutch assembly with a 2.25" diameter PTO shaft & safety engagement
44-gallon polyethylene fuel tank
Cab mounted engine controls with Murphy safety shut down system
Underbody type hoist that dumps to 52 degrees and is power up/down
Gear driven hydraulic pump powers the 26.6 ton capacity hoist
LED type DOT lights and 2 oval LED amber flasher lights at rear
All components pre-painted prior to assembly - standard color is white
Poly fenders mounted on rear wheels
Mounted on approved chassis
Powered by John Deere 4045TF280 diesel 4 cylinder engine rated for 84 HP Tier 3 * **$ 48,750.00**

Options

2015 or newer Freightliner 35,000 GVW chassis with dual steering		**$ 96,995.00**
BE (bottom exhaust) for 25 cubic yard units redirects air to ground		**$ 7,500.00**
3 axis (up/down; left/right & in/out) hose boom with proportional hydraulics		**$ 15,000.00**
Urethane suction hose in lieu of rubber, DEDUCT		**$ (300.00)**
Remote electric throttle for engine		**$ 800.00**
Electric clutch engagement in lieu of manual handle & linkage		**$ 1,100.00**
Hydraulic rear door latches for single top hinged door		**$ 3,540.00**
F/S CAMSET56-NTSC-2 rear color camera with 5.6" screen with audio - installed		**$ 1,400.00**
Boxed perforated pleated radiator screen in lieu of standard		**$ 700.00**
11 gauge perforated top screens with 3/16" holes in lieu of standard		**$ 2,400.00**
Total Equipment Cost:		$ 177,885.00
NJPA 7% Discount:		$ (12,451.95)
NET Equipment Cost:		$ 165,433.05
Transportation cost from Richmond, VA at $2/mile	222	$ 444.00
TOTAL DELIVERED COST PER UNIT:		**$ 165,877.05**

Options Not Covered Under NJPA Contract:

LCT620.602.U Urethane Coated Wear Liners	**$ 947.48**
SCL800.FK Fender Kit Installed onto Chassis	**$ 1,295.00**
TDDL15-47CUS Custom Traffic Directional LED Light Bar	**$ 1,145.00**
SCL800LB.I Light Bar Installed	**$ 1,273.00**
Total Per Unit Delivered Cost:	**$ 170,537.53**

Please make purchase order out to: Excel Truck Group, Attn: Jeff Strader
901 W. Hundred Rd., Chester, VA 23836

NJPA AWARDED CONTRACTS
Contract #060612-ODB

CITY OF HIGH POINT
AGENDA ITEM

Title: Ordinance Amendment – Title 12 Chapter 1

From: Randy E. McCaslin, Deputy City Manager

Meeting Date: July 18, 2016

Public Hearing: N/A

Advertising Date / Advertised By: N/A

Attachments: Proposed Ordinance Amendment

PURPOSE:
An amendment is needed to allow for construction of buildings in a non-residential district between the hours of 10:00 p.m. and 7:00 a.m. with a permit from the City Manager's Office.

BACKGROUND:
Due to a number of economic, operational, and congestion factors, an increased number of construction/renovation projects are requesting to work during non-daylight hours.

BUDGET IMPACT:
None

RECOMMENDATION *I* ACTION REQUESTED:
The City Manager's Office and the City Attorney's Office recommends that the City Council approve the attached amendments to Section 12-1-10(a) and b(8).

AN ORDINANCE AMENDING SECTION 12-1-10 OF TITLE 12, CHAPTER 1 OF THE CITY OF HIGH POINT CODE OF ORDINANCES

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of High Point that Sec. 12-1-10 of Title 12, Chapter 1 of the Code of Ordinances of the City of High Point is amended as follows:

Sec. 12-1-10 - Offenses against public peace and order.

(a) Subject to the provisions of this section, it shall be unlawful for any person or persons to make, permit, continue or cause to be made or create any unreasonably loud, disturbing and unnecessary noise in the city, with the exception of construction work done pursuant to a federal, state, county, or city contract which requires work to be performed during certain hours. ~~Construction work under these conditions shall be exempt from the provisions of this section.~~ For the purposes of this section, the following definitions shall apply:

(1) *Unreasonably loud.* Noise which is substantially incompatible with the time and location where created to the extent that it creates an actual or imminent interference with peace or good order.

(2) *Disturbing.* Noise which is perceived by a person of ordinary sensibilities as interrupting the normal peace and calm of the area.

(3) *Unnecessary.* Any excessive or unusually loud sound or any sound which is of such character, intensity and duration as to disturb the peace and quiet of any neighborhood or which disturbs, injures or endangers the comfort, repose, health, peace or safety of any person, and being a type of sound which could be lessened or otherwise controlled by the maker without unduly restricting his conduct.

In determining whether a noise is unreasonably loud, disturbing and unnecessary, the following factors incident to such noise are to be considered: time of day; proximity to residential structures; whether the noise is recurrent, intermittent or constant; the volume and intensity; whether the noise has been enhanced in volume or range by any type of electronic or mechanical means; the character and zoning of the area; whether the noise is related to the normal operation of a business or other labor activity; whether the noise is subject to being controlled without unreasonable effort or expense to the creator thereof. A continuing or non-resetting audible burglar or fire alarm shall not be considered a violation of this section, but may be a violation of the false alarm ordinance, city ordinance section 5-1-48.

(b) The following acts, among others, are declared to be loud, disturbing and unnecessary noises in violation of this section but this enumeration shall not be deemed to be exclusive:

(1) *Blowing horns.* The sounding of any horn, whistle or signal device on any automobile, motorcycle, bus or other vehicle or railroad train, except as a danger signal or as required by law, so as to create any unreasonable, loud or harsh sound or the sounding of such device for an unnecessary and unreasonable period of time.

(2) *Radios, stereos, etc.* The playing of any radio, television set, record player, stereo or other sound reproduction system, musical instrument or sound-producing or sound-amplifying device on the premises of any dwelling, hotel or motel room, in such manner or with such volume, particularly but not limited to the hours between 11:00 p.m. and 7:00 a.m., if the sound generated is audible at a distance of 30 feet or more from the dwelling's property line, or, in the case of a hotel or motel room, the unit's most outer boundary wall.

(2.1) *Sound-producing equipment in vehicles.* The playing of any radio, cassette player, compact disc, video tape or disc, or other similar device for reproducing sound located on or in any motor vehicle on a public street, highway, within any public vehicular area, or on the premises of a private residence, if the sound generated or noise vibration there from is audible or can be felt at a distance of 30 feet or more from the radio, cassette player, compact disc, video tape or disc, or other similar device that is producing the sound.

(3) *Pets.* The keeping of any animal or bird, which, by causing frequent or long continued noise, shall disturb the comfort and repose of any person in the vicinity.

(4) *Use of vehicles.* The use of any automobile, motorcycle, dirt bike, go-cart, recreational vehicle or any other vehicle so out of repair, so loaded or operated in such manner as to create loud or unnecessary grating, grinding, rattling, screeching of tires or other noise.

(5) *Blowing whistles.* The blowing of any steam whistle attached to any stationary boiler except as a warning of danger.

(6) *Exhaust discharge.* The discharge into the open of the exhaust of any steam engine, stationary internal combustion engine, or motor vehicle, except through a muffler or other device which will effectively prevent loud or explosive noises therefrom.

(7) *Compressed air devices.* The use of any mechanical device operated by compressed air unless the noise created thereby is effectively muffled and reduced.

(8) *Building operations.* The erection (including excavation), demolition, alteration or repair of any building in a residential district between the hours of 6:00 p.m. and 7:00 a.m. of any day or in any district other than a residential district between the hours of 10:00 p.m. and 7:00 a.m. of any day, except ~~in the case of urgent necessity in the interest of public safety and then only~~ with a permit from the city manager or his designee~~, which permit may be renewed for a period of three (3) days or less while the emergency continues~~.

(9) *Noises near schools, etc.* The creation of any excessive noise on any street adjacent to any school, institution of learning, library, or court while the same is in session, or adjacent to any hospital, or any church during services, which unreasonably interferes with the operation or activities of such institution.

(10) *Loading and unloading operations.* The creation of a loud and excessive noise in connection with loading or unloading any vehicle or the opening or destruction of bales, boxes, crates and containers.

(11) *Bells and gongs.* The sounding of any bell or gong which disturbs the quiet or repose of persons in the vicinity thereof.

(12) *Noises to attract attention.* The use of any drum, loudspeaker or other instrument for the purpose of attracting attention by creation of noise to any performance, show, sale, display or advertisement of merchandise.

(13) *Blowers, engines.* The operation of any noise-creating blower, power fan or any internal combustion engine, the operation of which causes noise due to the explosion of operating gases or fluids, unless the noise emitting therefrom is sufficiently muffled and the engine is equipped with a muffler device sufficient to deaden such noise, so that the same shall not cause annoyance to the public nor unreasonably disturb the rest and quiet of persons on adjacent premises or within the vicinity thereof.

(14) *Appliances and other mechanical devices.* The operation of any noise-producing appliance or other mechanical device which, due to operational deficiencies, malfunction or other type of disrepair, causes loud and excessive noises in such a manner as to unreasonably annoy the public or disturb the rest and quiet of persons on adjacent premises or within the vicinity thereof.

(15) *Loudspeakers or amplifiers.*

a. It is prohibited within or from any commercial establishment or private entertainment or recreational venue to allow any loudspeaker or other mechanically-amplified device to be played so that the sound there from may be heard at a distance of 30 feet or more from the facility's property line, between the hours of 2:00 a.m. and 7:00 a.m.

b. In the exercise of noncommercial free speech, loudspeakers or amplifiers may be used, subject to the following conditions:

1. It shall be unlawful for any person to speak into a loudspeaker or amplifier within the corporate limits of the city, when such loudspeaker or amplifier is so adjusted that the voice of the speaker is amplified to the extent that it is audible at a distance in excess of 150 feet from the person speaking; provided that such use in city recreational facilities shall be regulated by the rules of the city parks and recreation commission.

[2. Reserved.]

(c) Enforcement and repeated violations. Where there is a violation of any provision of this article, the city, at its discretion, may take one (1) or more of the following enforcement actions:

(1) A police officer may issue a citation as provided herein, subjecting the violator to a civil penalty of $200.00. A second violation by the same person or business within one (1) year of the first violation shall subject such person or business to a penalty of $400.00. All subsequent violations by the same person or business within one (1) year of the first violation shall subject such person or business to a civil penalty of $500.00.

(2) Failure to pay a civil penalty imposed under this section within 10 days may subject the offender to an additional $50.00 delinquency charge. Any unpaid penalty or delinquency charge may be recovered by the city in a civil action.

(3) The civil penalties imposed by this section and the proceeds therefrom as collected by payment, civil action or otherwise, shall belong to the city and shall be paid into the general fund of the city under such conditions as prescribed by the annual budget.

(4) In the alternative, pursuant to North Carolina General Statues, section 14-4, a violation of this section may be considered a misdemeanor. Such a misdemeanor is punishable by a fine of not more than $500.00 or imprisonment designated for a Class 3 misdemeanor.

(d) Each separate day of a continued violation shall be a separate and distinct offense and shall give rise to a separate and distinct penalty.

Adopted this the 18th day of July, 2016.

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William S. Bencini, Jr., Mayor

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Lisa B. Vierling, City Clerk

CITY OF HIGH POINT
AGENDA ITEM

Title: **Ordinance to Demolish – 401 Hobson Street**

From: Michael McNair, Director
Community Development & Housing

Meeting Date: July 18, 2016

Public Hearing: No

Advertising Date:

Advertised By:

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

PURPOSE:
A request by Community Development and Housing – Local Codes Section to adopt an ordinance ordering the inspector to demolish the dwelling at 401 Hobson Street.

BACKGROUND:
After a Complaint and Notice of Hearing was issued and a hearing held on February 26, 2013, an Order to Repair or Demolish was issued on February 27, 2013. No action occurred by the compliance date of May 27, 2013. The necessary repairs to the dwelling exceed its current tax value and the demolition is warranted.

A Lis Pendens was recorded on February 22, 2013. The property has remained vacant since the expiration date of the Order to Repair or Demolish Notice.

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

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

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

COMMUNITY DEVELOPMENT AND HOUSING
LOCAL CODES SECTION
HOUSING ENFORCEMENT DIVISION

ORDINANCE REQUEST:	Ordinance to Demolish
PROPERTY ADDRESS:	401 Hobson Street
OWNER:	Clell Erwin Snider Estate
FIRST INSPECTION: 2-5-13	Summary of Major Violations 1. Repair or replace roof covering 2. Missing heating equipment 3. Holes in ceiling – living room/bedroom 4. Missing tub/shower and lavatory 5. Loose ceiling material throughout
HEARING RESULTS: 2-26-13	Ms. Frances Taylor attended the hearing. During the hearing the following Findings of Facts were established. There is numerous violations of the Minimum Housing Code. There are multiple violations in the house that make it unsafe. In its present state, necessary repairs to the dwelling exceed 50% of the value of the structure.
ORDER(S) ISSUED: 2-27-13	Order to Repair or Demolish Date of Compliance 5-27-13
APPEALS:	No appeals to date.
OWNER ACTIONS:	There have not been any permits issued or repairs completed.
EXTENSIONS:	None Requested

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

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

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

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

PROPERTY LOCATION	OWNER (S)
401 Hobson Street	Clell Erwin Snider Estate 444 Eddinger Rd. Thomasville, NC 27360

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 30 days from and after its passage as by Law provided.

Adopted by City Council,
This the 18th day of July, 2016

Lisa B. Vierling, City Clerk

401 Hobson Street – Exterior Pictures taken 7-7-16

COMMUNITY HOUSING & NEIGHBORHOOD DEVELOPMENT COMMITTEE
Committee Members: Golden, Ewing, Alexander and Williams
Chaired by Mayor Pro Tem Golden
JUNE 14, 2016 – 10:00 A.M.
3RD FLOOR LOBBY CONFERENCE ROOM

MINUTES

Present:
Chairman Jeff Golden, and Committee Members Chris Williams and Jason Ewing (joined meeting at 10:23 a.m.)

Absent:
Committee Member Latimer Alexander

Also Present:
Council Member Cynthia Davis

Staff Present:
Randy McCaslin, Deputy City Manager; Randy Hemann, Assistant City Manager; Mike McNair, Director of Community Development; Eric Olmedo, Budget and Performance Manager; Jeron Hollis, Director of Communications & Public Engagement; Richard Fuqua, Affordable Housing Manager; Michelle McNair, Community Resource Manager; Lauren Atwell Bass, Community Resource Specialist; Toni Jackson, Housing Specialist; Alisha Doulen, Community Resource Specialist; Fanta Dorley, Human Relations Manager; Lori Loosemore, Supervisor-Code Enforcement; Maria Smith, Deputy City Clerk; and Lisa Vierling, City Clerk

Others Present:
Larry Diggs; Sofia Crisp, Executive Director, Housing Consultants; and Gene Brown, Executive Director, Community Housing Solutions

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

- *Operation In-As-Much- Southside*
- *www.buildhighpoint.com*
- *PP Presentation- Neighborhood Stabilization Program Income*
- *Memo from Lori Loosemore- Stats May 2016 Local Codes*

Chairman Golden called the Community Housing & Neighborhood Development Committee meeting to order at 10:00 a.m. and suggested to move the first item down to the last and start with the second item (Update- Neighborhood Stabilization Program- NSP Activities).

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1. Update on Neighborhood Stabilization Program (NSP) Activities

Richard Fuqua, Affordable Housing Manager presented information regarding the Neighborhood Stabilization Program and the Program Income earned, as well as a Proposal that will be submitted to the State for the use of the Program Income. He explained part of the requirement of the program was before the program income could be used, the city would have to make a proposal to the state and seek approval to use that program income.

He proceeded to provide some background, the uses, and the next steps:

- The NSP Program was created back in 2008 in response to the foreclosure crisis.
- The State of North Carolina was awarded approximately $53 million to distribute to different entities throughout the State to address foreclosures in various neighborhoods.
- The City of High Point received $2.5 million to address foreclosures in the area.
- Portion of that was used to purchase and rehab nine homes that were foreclosed on or abandoned and made them available for sale for moderate income families. He advised that the marketing conditions did not improve quickly enough to allow these homes to be sold quickly, so a lease purchase program was established to facilitate the sales.
- Since then seven properties have been sold and two are remaining for sale.
- As the end of last month, the amount of appropriate income that was earned was just under $623,000 which was through property sales, home sales, or rental income that was received from the leased purchase properties.
- As part of the program, some of that had to be returned to the State to help with their operations they had to send back approximately $111,000 with other expenditures of $128,000 for repairs, etc. and have on hand about $382,500 that is available in program income. It is anticipated once the two additional homes are sold, there will be another $151,000 to add to that total.

First Proposed Use

Richland Creek Bridge/Orchard (Southside)

Mr. Fuqua mentioned the bridge would go across the narrowest portion of the waterway, approximately 75 feet that would connect Southside Park to the exiting city right-of-way. He pointed out in addition to this, they are requesting that they use a portion of the funds to implement the Fairview Food Park to assist and pay for the planting for fruit trees and other trees and vegetation that would be a part of the Food Park; the estimated cost for both is $220,000.

Second Proposed Use

Traffic Calming in Neighborhood Adjacent to Washington Terrace

Mr. Fuqua talked about how they utilized the NSP funds to assist in the construction of ten homes in this area. He advised that there are a number of cars cutting through the neighborhoods with excessive speeds. The current proposal is to implement a traffic calming solution with speed bumps to improve neighborhood safety which was recommended by High Point Police Department. The estimated cost would be $10,000. Mr. McNair pointed out the correct terminology for the speed bumps are actually identified as “speed cushions” and are designed so that a fire truck can straddle it, but not a regular vehicle.

Mr. Fuqua reviewed the designated streets assigned for the speed cushions, Washington Street, Gordon Street, North Hoskins, Brooks Avenue, Davis Avenue, and Grave Avenue. Mr. McNair advised that this would be subject to a petition that Habitat for Humanity is working on which one has already been completed to reduce the speed limit to 25 mph.

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Third Proposed Use

Acquisition/Rehab/Sale of Homes

Mr. Fuqua discussed the NSP eligible properties to rehab them and make them available for either resale, lease, or for purchase. He mentioned on hand they have $152,500 plus any additional appropriate income that would be earned from the sale from the existing homes. Mr. McCaslin inquired on the 120 percent and asked what this equates. Mr. McNair responded it is above the median income which would be more like 60 plus and anywhere in the City. Mr. Fuqua also advised that the goal is to present and to get approval for the uses and then as funds come in as long as they are within those uses or if they have other uses that come to fruition then they can present those and get approval for those uses. He mentioned they can use the funds on foreclosure, abandoned, or vacant properties, as long as they get clearance from the State as far as what is consider a NSP property.

Committee Member Williams asked how many areas are being looked at and Council Member C. Davis asked if any of the current properties that we own can be used. Mr. Fuqua replied that the city is looking at properties anywhere in the city and it depends on the condition of the property and whether or not it is NSP eligible. Mr. McNair also stated that he doubts that we can reimburse ourselves. Council Member C. Davis inquired on the properties that we owned that we are not looking to buy up additional properties in the same stretch area, if we were to put them up for sale in the yard and sold them, she asked would those properties be eligible to the buyer who purchases those properties. Mr. McNair explained to take the NSP funds and acquire the property with the NSP funds, repair it and then put it up for sale.

Mr. Fuqua reviewed the next steps to seek Councils approval for June 20th meeting. Mr. McNair pointed out that they would like to send it to the State first to get their approval, then it could go to Council for authorization to move forward.

Council Member C. Davis had another question regarding the foreclosed property that the city purchased on Radford and if this was something the NSP money could have been used for. Mr. McNair advised that the property was not purchased with NSP funds.

2. <u>Code Enforcement Update</u>

Lori Loosemore, Local Codes Enforcement Supervisor, reviewed the numbers that were submitted in May:

- 362 complaints were investigated
- 338 public nuisance notice violations issued
- 6 unsecured dwelling notices of violations issued
- 15 new minimum housing cases started
- Completed 11 from out of the "old" – owner either repaired or demolished themselves
- Sent 5 addresses for asbestos inspection (4 are old cases that were waiting to be demolished)

She pointed out that these numbers do not include sign-in inspections, zoning inspections; disabled vehicles, and follow-ups for other cases.

Chairman Golden inquired on the process to put the green tag on the vehicles from the time when it is reported to when someone actually goes out to investigate. Ms. Loosemore stated that their goal is two days once they receive the complaint and from the time they put the sticker on there and the owner then has ten days to bring into compliance. Mr. McCaslin pointed out that once that vehicle is on the street that is another issue with the police department with another ordinance coming into play.

Committee Member Williams asked if they fine someone for a truck that should not be in a residential area for the cost and if they are a repeat offender would that escalate. Mr. McCaslin advised that he would have to look into that. Chairman Golden reported that the fine was only $5 and asked if we could adjust that. Mr. McCaslin believes that is regulated by State Law, but noted staff would look into it.

Committee Member Williams was concerned with the overgrown grass and did not know the time frame that property owners have to cut it. Ms. Loosemore confirmed that 14 days are generally allowed to mail the notice and then after the inspector gets back from the site it would be 2-3 days from the date that is signed. After that it would be assigned to a contractor to have it cleaned within 48 hour. Mr. McCaslin reported a general rule of thumb would be approximately 3-4 weeks to have it mowed. Ms. Loosemore advised there are about 20 contractors that the city currently uses.

Council Member C. Davis suggested if it might be possible for the Boy/Girl Scouts to knock on doors to ask if they could mow instead of using contractors as this may save some money.

Mr. McNair gave an update of the interview process for the Code Enforcement positions. He reported that Ms. Loosemore was selected as Code Enforcement Manager. He advised they are preparing to conduct interviews for four more Code Enforcement officers the last week in June.

Mr. McCaslin advised for Council's agenda for Monday, June 20th there would be a contract for approval for State Code Enforcement trying to move forward to fill internal positions and that the backlog of cases warrants the contract. He pointed out there is a provision in the contract that the city will not have to fulfill it if deemed unnecessary. The money would come from the unfilled position salary savings.

Committee Member Ewing inquired what would the timeframe be once another Code Enforcement Officer is hired between the time the offer is made and they are trained. Mr. McNair hopes to get them in between 2-3 weeks and Mr. McCaslin stated it also depends if that person is also trained, if they need give notice from a previous position and ideally to be on the job within 30 days and be productive. Ms. Loosemore mentioned that some can come in with no training needed or some cross-training that may be needed and may take up to several months. Chairman Golden asked about the minimum requirements. Mr. McNair reported that construction experience, some certifications, code enforcement experience is helpful but not necessary. Council Member C. Davis suggested speaking with GTCC. Mr. McNair pointed out that they have 12 applicants currently under review and are hoping to fill the positions with this current pool.

3. Report – West End Agreement

Mr. McNair gave a brief update on the Bountiful Harvest garden and the ground breaking. They had plenty of support from the community and starting breaking ground at English Road. He noted the Council approved an agreement with West End Ministries (WEM) last July. He shared some pictures of the event which triggered lots of community support for the project. Some High Point Central students came out to volunteer, and an Eagle Scout assisted with the benches. Mr. McNair reported that staff would be coming back to Council for a recommendation to renew a multi-year agreement instead of a single year and it would probably be on the July 18th agenda. Committee Member Ewing asked if any other group had shown interest doing the same type concept anywhere else.

Mr. McNair spoke about the current agreement with Hayden-Harmon Foundation to provide insurance with three other gardens underway: RC Baldwin Garden, Howard Place, Cedar Street and Patrick Harmon had a list of properties. His agreement does not expire until December and the Macedonia Garden that was started and the Southside Garden and one in the Oakview area.

Mr. McCaslin expressed how this program looks very successful and invited other groups to join in the effort.

4. Demonstration – Accela Program

Ms. Loosemore gave a presentation for BuildHighPoint and the citizen's access (ACA).

She continued to review how to log in and the various search methods:

- Code violation (search address)
- Search for Records
  - Record number / record type / public nuisance / street number
- All records will show a map
  - More Details will show up if needed
- Fees
- Inspections
- Processing Status
- Attachments
- Related Records

Council Member C. Davis inquired if someone wanted the history dating further back if it was retrievable and Ms. Loosemore said that it could still be requested if they still needed it.

Committee Member Williams asked if there were any burn-out options in the drop down list and Ms. Loosemore said no. Mr. McNair stated that currently all cannot view it, but they are working to correct that.

Committee Member Ewing questioned if the technology is currently there for the inspectors to enter their report on-site or if they have to notate it then go back and do the research. Ms. Loosemore reported that it depends on how much research and how much they do in the office and they have to get more ownership information that needs to be done in Accela. She also noted that the public nuisance and vehicles are much faster than the AMO.

Council Member C. Davis mentioned some other tools that are available that citizens as well as staff cannot access on iPads and inquired if this program can be accessed from iPads while out in the field. Ms. Loosemore reported that currently they are not accessible.

Committee Member Ewing wanted to know if Accela gives the ability to report a code violation and mentioned Greensboro has an app that allows this. Ms. Loosemoore confirmed that our system does not right now, but thought it could possibly be an add-on module. Jeron Hollis, Director of Communications & Public Engagement, shared that there is an application, *Mobile 311* and noted there has been some discussion about incorporating this in a cost effective way, but it has to have the ability to communicate between the various programs. Committee Member Ewing pointed out how the app that Greensboro has is very user friendly; you just click the report and it locks in the GPS location and you can take a picture of it and the City would then respond back to you. Mr. Hollis reported that once you receive that data someone would have to be responsible for the work orders and follow-through to make sure they are not lost.

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Ms. Loosemore then reviewed how to look up information on housing and pointed out that many have the question as to when the hearing date is set as "active" but does not show when the hearing is actually held. She will be following up to see if it can populate and be viewable to others.

Council Member C. Davis asked about the insertion date and if the notes could be listed under each perspective listing so that people would know where it is located. Ms. Loosemore advised that the next step should state after the hearing was held and it should have a check mark, then the order of enforcements with the hourglass sitting next to that while moving through that process.

Mr. McNair suggested it would be helpful if staff could come out to the various neighborhood association meetings and give this presentation. Committee Member Williams mentioned something that he found helpful was a short demo (You-Tube video) and/or presentation to give a demonstration. Committee Member Ewing also suggested from public access view the code violations one would be of more interest from the public with a button or hot link to the actual website. Mr. McNair suggested videos could be placed on the city's public access channel as well.

5. <u>Report on Operation- In-As-Much (OIAM)</u>

Mike McNair, Director of Community Development, introduced the members of the committee, Operation In-As-Much, Sophia Crisp, Director, Housing Consultants; Toni Jackson, Housing Specialist, and Gene Brown, Executive Director, Community Housing Solutions.

Ms. Crisp gave an overview with much planning and started in November with early planning sessions and spoke with Southside Associate to get their engagement in this process. She mentioned how they traveled to Fayetteville and pointed out their day of service involved a day with all of non-profits. Some highlights she specified:

- 160 volunteers total
- Followed up through surveys the volunteers likes/dislikes
  - 80 percent thought it was excellent
  - 20 percent thought it was good
    - 1st question – What did they thought could be improved? Be able to help more families.
    - Other comments: Have people come for part of the day instead of a full day.
    - Get more dumpsters.
    - 2nd question – What did you like about the event? Had a great turn out, awesome day at work, everyone pitched in and got a lot done. Enjoyed meeting new and appreciative people in need. Working with others for others, well organized, giving back, and sincere enthusiasm and thanked Councilman Golden and Williams. Also, being able to help make a difference in someone else's life…it felt great!

Ms. Crisp encouraged the people to reach out to other local City programs. She shared one of the biggest issues was roofing. Another issue, Ms. Crisp realized was that many of these people did not have homeowners. She shared that they did surveys before they started their projects with the families and they were very appreciative for their communication.

Mr. Brown pointed out building that bridge of trust with these homeowners is very critical to receive that letter and build that level of trust with these 11 homeowners. He reviewed the mission for OIAM for 11 homes to be repairing in one day and to engage 11 homeowners with

150 volunteers and 8 volunteer groups. He did point out that he never had so many City staff that engaged in the actual work which made a huge difference. He was pleased that there were no injuries from a safety perspective.

He reported that they had two new homes that were just completed at George Place which had driven more interested in terms of people wanting to purchase the home. He shared that Fox8 News covered the story. He commented how excited Amber Roberts with Fox8 was to cover that story because her father raised in High Point.

Mr. Brown gave a quick summary of the following:

- Accessibility and Safety
- Kitchen and Bathroom Plumbing Repairs
- Painting and Staining
- Tree and Brush Removal
- Helping Hands to Reduce Clutter and Debris

Mr. McCaslin asked if there was a dollar limit to the amount of work that needs to be done. Mr. Brown responded for the average project it was $5,500 and the largest was approximately $9-10,000 and would like to keep under $10,000 per project. Mr. McNair noted that the high cost involves material costs and Ms. Crisp also noted that the labor is approximately $22./per hour. Mr. Brown pointed out that much painting and staining was also needed.

Council Member C. Davis asked about the tree that was removed that was close to one of the homes and was concerned if it will grow back. Mr. Brown will look into that.

Committee Member Ewing asked Mr. McCaslin about working with Public Services in operations like this to arrange a bulk pickup instead of doing the individual pickups. Mr. McCaslin agreed that would be possible.

Mr. Brown pointed out some benefits to volunteering would be community engagement and awareness which helps people give the opportunity to serve and to see how it makes the difference in their lives. He mentioned their budget of $60,000 and the cost to date was $50,214. He was proud to announce one of the 11 homes would be getting a new heating system. He anticipates being at $55,000 when they are finished with this project.

Toni Jackson, Housing Specialist, spoke briefly on the next steps for the next OIAM. She reported that they plan to show the video that was created on May 14th at the next Council meeting on June 20th. Highlighted was David Crocker, National Director for OIAM and was so impressed with the video. He also had the opportunity to train some of the staff and sent an email saying how he would love to write up the article that would reach several thousands of individuals covering 22 states. He wanted it to stimulate others to think outside the box as to how they might engage their local government leaders. Mr. Crocker is planning to meet with Council on June 20th, to interview for the article, and to answer any further questions. The next OIAM will be on Saturday, November 5th and they have selected the Burns Hill neighborhood. Ms. Jackson the following reasons why they selected Burns Hill:

- Ranked as constrained
- High substandard poverty levels
- Substantial vacant lots
- High percentage of low income
- High poverty

Mr. McNair would like Burns Hill to be larger and build on the lessons from the first experience. He mentioned first they would have to identify the homeowners. Mr. McNair advised when Mr. Crocker visits next week, he would present the video and how he had done trainings for the churches.

Committee Member Williams mentioned how this had the domino effect with the other neighbors where they started to work in their yards after seeing them volunteer.

There being no further business to discuss, the meeting adjourned at 11:28 a.m. upon motion duly made and seconded.

Respectfully Submitted,

_____
Maria A. Smith
Deputy City Clerk

_____
Jeff Golden, Chairman

DRAFT

CITY OF HIGH POINT
AGENDA ITEM

Title: Contract for Purchase of 3 Pierce Enforcer Fire Trucks

From: Thomas Reid, Fire Chief

Meeting Date: July 18, 2016

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 1999 KME Aerial Platform 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 Arrow XT 100' Aerial Platform 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 260,000 road miles and 25,000 pump/engine hours. The 1999 100' KME Aerial Ladder has over 98,000 miles and 6700 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 1999 KME Aerial Platform Ladder will be transferred to reserve status.

The three (3) Pierce apparatus have a purchase price of $2,158,243.00 which is itemized at $546,580.00 for each Pumper and $1,085,083.00 for the Aerial Ladder.

BUDGET IMPACT:
Funding is available in the 2016-17 budget with proceeds from the installment financing contract that was approved by City Council at the June 20, 2016 meeing.

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 $2,158,243.00 and that the appropriate City official be authorized to execute all necessary documents. Once the receipt of purchase order, the expected delivery could range from 240 to 360 days.

HIGH POINT
7
2

NORTH CAROLINA'S INTERNATIONAL CITY

FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL

DEPARTMENT: Fire Department

COUNCIL AGENDA DATE: July 18, 2016

BID NO.: FS12-15 CONTRACT NO.: HGAC DATE OPENED:

DESCRIPTION:

2017 Pierce Enforcer Apparatus to include two (2) 1500 GPM Pumpers and one (1) 2017 Pierce Arrow XT 100' Aerial Platform Ladder.

PURPOSE:

The High Point Fire Department is currently using two 1998 American LaFrance Pumpers and a 1999 KME Aerial Platform 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.

COMMENTS:

RECOMMEND AWARD TO: Atlantic Emergency Solutions AMOUNT: $2,158,243.00

JUSTIFICATION:

The Fire Department is currently using two (2) 1998 American LaFrance Pumpers which combined have well over 260,000 road miles and 25,000 pump/engine hours. The 1999 100' KME Aerial Ladder has over 98,000 miles and 6700 pump hours. The KME is currently OOS in the fire department shop since 6/14/16.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
101352	532401			$2,000,000.00
101351	524206			$158,243.00
TOTAL BUDGETED AMOUNT				$2,158,243.00

DEPARTMENT HEAD: Thomas Reid Digitally signed by Thomas Reid Date: 2016.06.29 10:03:35 -04'00' DATE: Jun 29, 2016

The Purchasing Division concurs with recommendation submitted by the Fire Department and recommends award to the lowest responsible, responsive bidder Atlantic Emer. Solutions in the amount of $ 2,158,243.00.

PURCHASING MANAGER: Erik S. Conti Digitally signed by Erik S. Conti DN: cn=Erik S. Conti, o, ou, email=erik.conti@highpointnc.gov, c=US Date: 2016.06.30 09:00:13 -04'00' DATE: Jun 30, 2016

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: Digitally signed by Jeffrey A. Moore DN: cn=Jeffrey A. Moore, o=City of High Point, NC, ou=Financial Services Director, email=jeff.moore@highpointnc.gov, c=US Date: 2016.07.08 10:30:29 -04'00' DATE: Jul 8, 2016

CITY MANAGER: Greg Demko Digitally signed by Greg Demko DN: cn=Greg Demko, o=High Point, ou=High Point, email=greg.demko@highpointnc.gov, c=US Date: 2016.07.08 15:27:00 -04'00' DATE: Jul 8, 2016

High Point Fire Apparatus 2016/2017	No Prepay	W/ 50% prepay
Base Cost of Platform - $1,105,083.00	$ 1,105,083.00	$ 0.50
Prepay amount due at Contract		$ 552,542.00
Discount		$ (20,000.00)
Total with discount (includes performance bond)		$ 1,085,083.00
Base Cost of Pumper $546,580 x 2	$ 1,093,160.00	$ 0.50
Prepay amount due at Contract		$ 546,580.00
Discount		$ (22,000.00)
Total with discount (includes performance bond)		$ 1,071,160.00
HGAC Contract Fee		$ 2,000.00
Total for Platform and Two Pumpers	$ 2,198,243.00	**$ 2,158,243.00**

HGACBuy	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only	Contract No.:	FS12-15	Date Prepared:	06/13/16

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of High Point	Contractor:	Atlantic Emergency Solutions
Contact Person:	Chief Thomas Reid	Prepared By:	Jeff Turner
Phone:	336-442-4987	Phone:	252-343-1806
Fax:		Fax:	
Email:	thomas.reid@highpointnc.gov	Email:	jturner@atlanticemergency.com

Product Code:	TA09	Description:	Pierce Arrow Rear Mounted Platform

A. Product Item Base Unit Price Per Contractor's H-GAC Contract:	$1,001,872.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	$100,029.00
		Subtotal B:	$100,029.00

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	$3,182.00
		Subtotal C:	$3,182.00

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	For this transaction the percentage is:	$0.00

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	1105083	=	Subtotal D:	$1,105,083.00
E. H-GAC Order Processing Charge (Amount Per Current Policy)					Subtotal E:	$1,000.00

F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation

Description	Cost	Description	Cost
Chassis Pre-Payment Discount	-$20,000.00	Aerial Pre-Payment Discount	
100% Pre-Payment Discount		Trade-in Allowance	
		Subtotal F:	-$20,000.00

Delivery Date:		**G. Total Purchase Price (D+E+F):**	$1,086,083.00

Option Number	Qty	Description	Published Options	Unpublished Options
102	1	Add Internal "C" Liner	$2,354.00	
106	1	Add TAK-4 Suspension	$12,723.00	
111	1	Tire Chains - Rear Axle	$4,110.00	
113	1	Aluminum wheels front	$1,951.00	
114	1	Aluminum Wheels, Single Rear Axle	$3,076.00	
118	1	Mudflaps	$573.00	
119	1	Wheel Chocks and Mounts	$912.00	
124	1	Additional air tanks	$363.00	
125	1	120V air compressor	$1,450.00	
148	1	Safety System	$9,546.00	
149	1	Driver Safety Seat	$571.00	
150	4	SCBA Safety Seat	$3,872.00	
156	4	Upgrade SCBA bracket to hands free	$2,896.00	
177	1	spare radio wiring	$115.00	
189	1	Intercom System	$5,727.00	
193	1	IOTA charger	$1,001.00	
200	1	Auto-eject 20 amp	$511.00	
202	1	320 amp alternator	$3,119.00	
205	1	LED under under cab lighting	$1,329.00	
212	1	Tail lighting LED upgrade	$1,500.00	
231	1	LED Compartment lighting premium	$2,973.00	
244	9	Adjustable compartment shelves	$1,728.00	
245	2	Swing out toolboard	$3,300.00	
248	1	Adjustable slide out tray	$813.00	
250	2	SCBA Cylinder storage in fender panel single	$1,264.00	
251	1	SCBA Cylinder storage in fender panel double	$832.00	
255	1	Increase pump from 1250 gpm to 1500 gpm	$6,091.00	
258	1	add pump anodes	$325.00	
259	1	add mechanical seal to pump	$809.00	
268	1	add 2.5" discharge to front bumper	$2,643.00	
273	1	add large diameter side discharge with valve	$4,455.00	
274	1	add deluge plumbing	$1,980.00	
322	1	LED Emergency Lighting Package	$11,423.00	
344	1	Q2B Siren	$3,694.00	
HP01	1	Lettering and Striping		$3,182.00

Base Bid	$1,001,872.00	
Published Options	$100,029.00	
Total Published Options	$1,101,901.00	
Unpublished Options	$3,182.00	0.29%
Total Options w/o HGAC Fee	$1,105,083.00	

HGACBuy	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only	Contract No.:	FS12-15	Date Prepared:	06/13/16

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of High Point	Contractor:	Atlantic Emergency Solutions
Contact Person:	Chief Thomas Reid	Prepared By:	Jeff Turner
Phone:	336-442-4987	Phone:	252-343-1806
Fax:		Fax:	
Email:	thomas.reid@highpointnc.gov	Email:	jturner@atlanticemergency.com

Product Code:	TC06 X 2	Description:	(2) TC06 Pierce Enforcer Pumpers

A. Product Item Base Unit Price Per Contractor's H-GAC Contract:	$384,990.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	$147,844.00
		Subtotal B:	$147,844.00

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	$13,746.00
		Subtotal C:	$13,746.00

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	For this transaction the percentage is:	$0.03

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	2	X Subtotal of A + B + C:	546580	=	Subtotal D:	$1,093,160.00

E. H-GAC Order Processing Charge (Amount Per Current Policy)	Subtotal E:	$1,000.00

F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation

Description	Cost	Description	Cost
Chassis Pre-Payment Discount	-$22,000.00	Aerial Pre-Payment Discount	
100% Pre-Payment Discount		Trade-in Allowance	
		Subtotal F:	-$22,000.00

Delivery Date:		**G. Total Purchase Price (D+E+F):**	$1,072,160.00

Option Number	Qty	Description	Published Options	Unpublished Options
102	1	Add Internal "C" Liner	$2,354.00	
106	1	Add TAK-4 Suspension	$12,723.00	
111	1	Tire Chains - Rear Axle	$4,110.00	
113	1	Aluminum wheels front	$1,951.00	
114	1	Aluminum Wheels, Single Rear Axle	$3,076.00	
118	1	Mudflaps	$573.00	
119	1	Wheel Chocks and Mounts	$912.00	
124	1	Additional air tanks	$363.00	
125	1	120V air compressor	$1,450.00	
126	1	Cummins ISL9 350hp to 450hp ISL9	$9,038.00	
127	1	Cummins ISL9 400hp to 450hp ISL9	$1,131.00	
140	1	Add 26" underslung bumper	$5,018.00	
146	1	Raised roof custom cab	$1,982.00	
148	1	Safety System	$9,546.00	
149	1	Driver Safety Seat	$571.00	
150	4	SCBA Safety Seat	$3,872.00	
156	4	Upgrade SCBA bracket to hands free	$2,896.00	
177	1	spare radio wiring	$115.00	
189	1	Intercom System	$5,727.00	
193	1	IOTA charger	$1,001.00	
200	1	Auto-eject 20 amp	$511.00	
202	1	320 amp alternator	$3,119.00	
205	1	LED under under cab lighting	$1,329.00	
211	2	12 volt LED Flood Pole Light	$3,988.00	
212	1	Tail lighting LED upgrade	$1,500.00	
218	1	Hose Bed Cover, Aluminum	$5,525.00	
228	1	Ladder storage next to tank	$3,310.00	
231	1	LED Compartment lighting premium	$2,973.00	
244	9	Adjustable compartment shelves	$1,728.00	
245	2	Swing out toolboard	$3,300.00	
248	1	Adjustable slide out tray	$813.00	
250	2	SCBA Cylinder storage in fender panel single	$1,264.00	
251	1	SCBA Cylinder storage in fender panel double	$832.00	
255	1	Increase pump from 1250 gpm to 1500 gpm	$6,091.00	
258	1	add pump anodes	$325.00	
259	1	add mechanical seal to pump	$809.00	
268	1	add 2.5" discharge to front bumper	$2,643.00	
273	1	add large diameter side discharge with valve	$4,455.00	
274	1	add deluge plumbing	$1,980.00	
287	1	hose reel above pump with 150' of hose	$3,479.00	
296	1	Pierce Husky 3 single agent (5) discharges	$12,247.00	
301	1	Foam cell 50 gallon	$1,936.00	
306	1	Airhorn activation at pump panel	$161.00	
322	1	LED Emergency Lighting Package	$11,423.00	
344	1	Q2B Siren	$3,694.00	
HP01	1	Removable shelf in hosebed between sidesheet and divider		$1,250.00
HP02	1	Lettering and Striping		$12,496.00

Base Bid	$384,990.00	
Published Options	$147,844.00	
Total Published Options	$532,834.00	
Unpublished Options	$13,746.00	2.58%
Total Options w/o HGAC Fee	$546,580.00	
TWO Units, Options w/o HGAC Fee	$1,093,160.00	

CITY OF HIGH POINT
AGENDA ITEM

Title: Computer Donation – Mt. Zion Baptist Church

From: Eric Olmedo, Budget Director

Public Hearing: N/A

Attachments: Resolution

Meeting Date: July 18, 2016
Advertising Date: N/A
Advertised By: N/A

PURPOSE:
A resolution is needed to donate surplus computer equipment to Mt. Zion Baptist Church.

BACKGROUND:
Mt. Zion Baptist Church requested funding through the outside agency funding process to create a computer room. The Finance Committee suggested that city staff determine if there are surplus computers with useful life that are available to donate for this purpose.

The Information Technology Department has planned to replace 14 desktop computers, monitors and associated accessories in the computer training room. These units are approximately 7 years old and no longer meet the specifications for our training needs. Units that are taken out of service due to age and limited ability to upgrade are normally sold by the pallet in lots of 50 units via GovDeals online auction. The estimated value is approximately $28.00 for this donation.

BUDGET IMPACT:
None

RECOMMENDATION / ACTION REQUESTED:
The Budget Department recommends and asks the Council to approve the donation to Mt. Zion Baptist Church and authorize the appropriate city official to execute all necessary documents.

RESOLUTION APPROVING DONATION OF SURPLUS COMPUTER EQUIPMENT TO MT. ZION BAPTIST CHURCH PURSUANT TO S.S. 160A-280

WHEREAS, the City of High Point owns fourteen desktop computers, monitors and associated accessories which are no longer useful to the City and should be declared as surplus to the City's needs; and

WHEREAS, N.C.G.S. 160A-280 allows cities to donate to a nonprofit corporation any personal property that the City Council deems surplus, obsolete, or unused; and

WHEREAS, City staff recommends that the above-described City equipment be declared surplus and be donated to Mt. Zion Baptist Church, a nonprofit organization incorporated in the State of North Carolina; and

WHEREAS, pursuant to the provisions of N.C.G.S. 160A-280, the High Point City Council has caused a public notice of this proposed donation to be posted at least five days prior to the adoption of this Resolution approving the donation.

NOW, THERFORE, BE IT RESOLVED, by the High Point City Council that (1) the equipment identified above is hereby declared to be surplus to the needs of the City of High Point based upon its age and condition; and (2) public notice of this proposed Resolution has been posted at least five days prior to the adoption of this Resolution approving the donation.

BE IT FURTHER RESOLVED that the High Point City Council hereby approves the donation of the surplus equipment, and that the City Manager is hereby authorized to execute, on behalf of the City of High Point, the necessary documents to convey ownership of the above-described equipment by donation to Mt. Zion Baptist Church pursuant to the provision of N.C.G.S. 160A-280.

Adopted July 18, 2016

CITY OF HIGH POINT
AGENDA ITEM

Title: **Easement Reconveyance ER-16-0001**
(13812 South Figueroa, LLC.)

From: Lee Burnette, Planning & Development Director

Meeting Date: July 18, 2016

Advertising Date: Not Applicable

Public Hearing: No

Advertised By: Not Applicable

Attachments:
A. Staff Memo
B. Quitclaim Deed
C. Location Map
D. Site Plan

PURPOSE:
A request by 13812 South Figueroa, LLC. to abandon an existing City of High Point overhead utility easement on their property, addressed as 341 S. Wrenn Street.

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

BUDGET IMPACT:
There is no budget impact.

RECOMMENDATION / ACTION REQUESTED:
A. On June 10, 2016 the Technical Review Committee recommended ***approval*** of Easment Reconveyance ER-16-0001.

CITY OF HIGH POINT
PLANNING AND DEVELOPMENT DEPARTMENT

EASEMENT RECONVEYANCE
RE-16-0001
July 18, 2016

Request	
Applicant: 13812 South Figueroa, LLC	**Proposal:** Abandon an existing City of High Point overhead utility easement.

Adjacent Streets		
Name:	**Classification:**	**R/W and Pavement Width:**
South Wrenn Street	Collector	76 feet and 53 feet from curb to curb

Analysis

The applicant is requesting to abandon an existing City of High Point overhead utility easement, on their property addressed as 341 S. Wrenn Street.

The Technical Review Committee reviewed this request on June 10, 2016, and determined that the proposed easement reconveyance would not adversely affect public safety or interfere with any existing or future utility needs.

The site plan for the property is attached depicting its location and the associated easement, as well as the Quitclaim Deed.

Recommendation

The existing overhead utility easement is not in use and would not affect public safety or public safety or interfere with any existing or future utility needs. Staff recommends approval of this easement reconveyance.

Report Preparation

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

Drawn by: JoAnne L. Carlyle, City Attorney
Return to: Dept. of Planning and Development, P.O. Box 230, High Point, N.C. 27261

NORTH CAROLINA,

GUILFORD COUNTY. DEED OF RELEASE OF EASEMENT

NTC

THIS DEED OF RELEASE OF EASEMENT, made and entered into this ____ day of July, 2016 by and between the CITY OF HIGH POINT, a municipal corporation (P.O. Box 230, High Point, NC 27261) existing under the laws of the State of North Carolina, hereinafter referred to as GRANTOR, and 13812 South Figueroa, LLC. (13812 South Figueroa Street, Los Angeles, CA 90061) hereinafter referred to as GRANTEE;

WITNESSETH:

WHEREAS, GRANTOR, in consideration of the conditions set forth below and the further sum of one One Dollar ($1.00), the receipt of which is hereby acknowledged, hereby grants, quitclaims, and releases forever to GRANTEE, its successors and assigns, whatever right, title, and interest of the GRANTOR exists in that certain 15 foot easement for overhead utility lines as described in Deed Book 3843 Page 2087-2091, Guilford County Registry.

Description of the easement shown on Exhibit A.

GRANTEE(S) for themselves and their successors in interest, hereby forever and completely release and waive any claim or right of action against GRANTEE, its agents and employees, and indemnify and hold harmless Grantee and its agents and employees

from any claim or action arising out of the existence or current or future condition of the easement area described above.

IN WITNESS WHEREOF, the GRANTOR has caused this deed to be signed in its name by its duly authorized officers, the day and year first above written.

CITY OF HIGH POINT

By: _____
Bill Bencini, Mayor

ATTEST: SEAL

_____
Lisa B. Vierling
City Clerk

NORTH CAROLINA
_____ 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 seal this the _____ day of _____, 20__.

My commission Expires: _____ _____
Notary Public

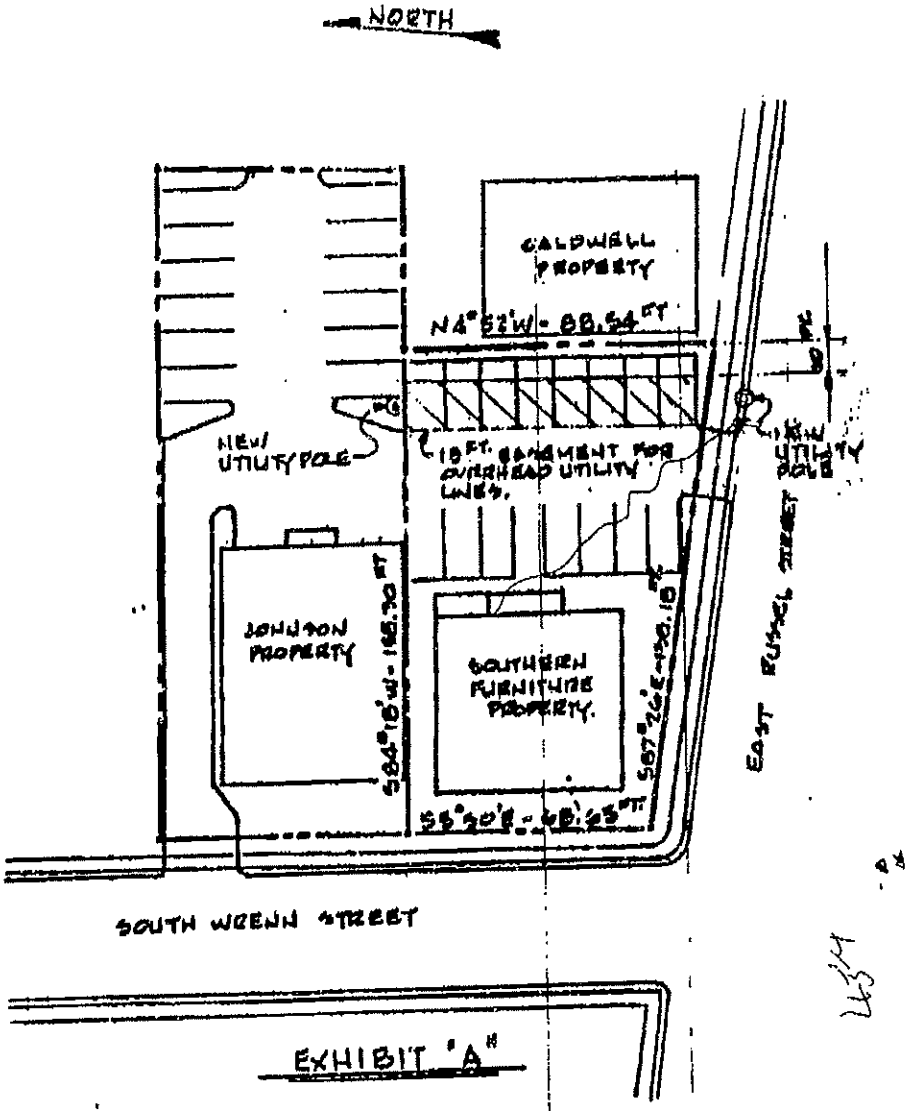
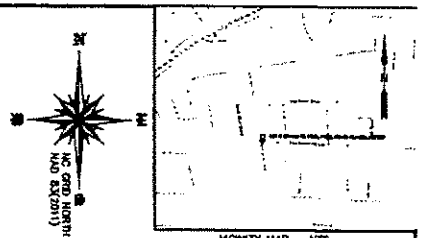


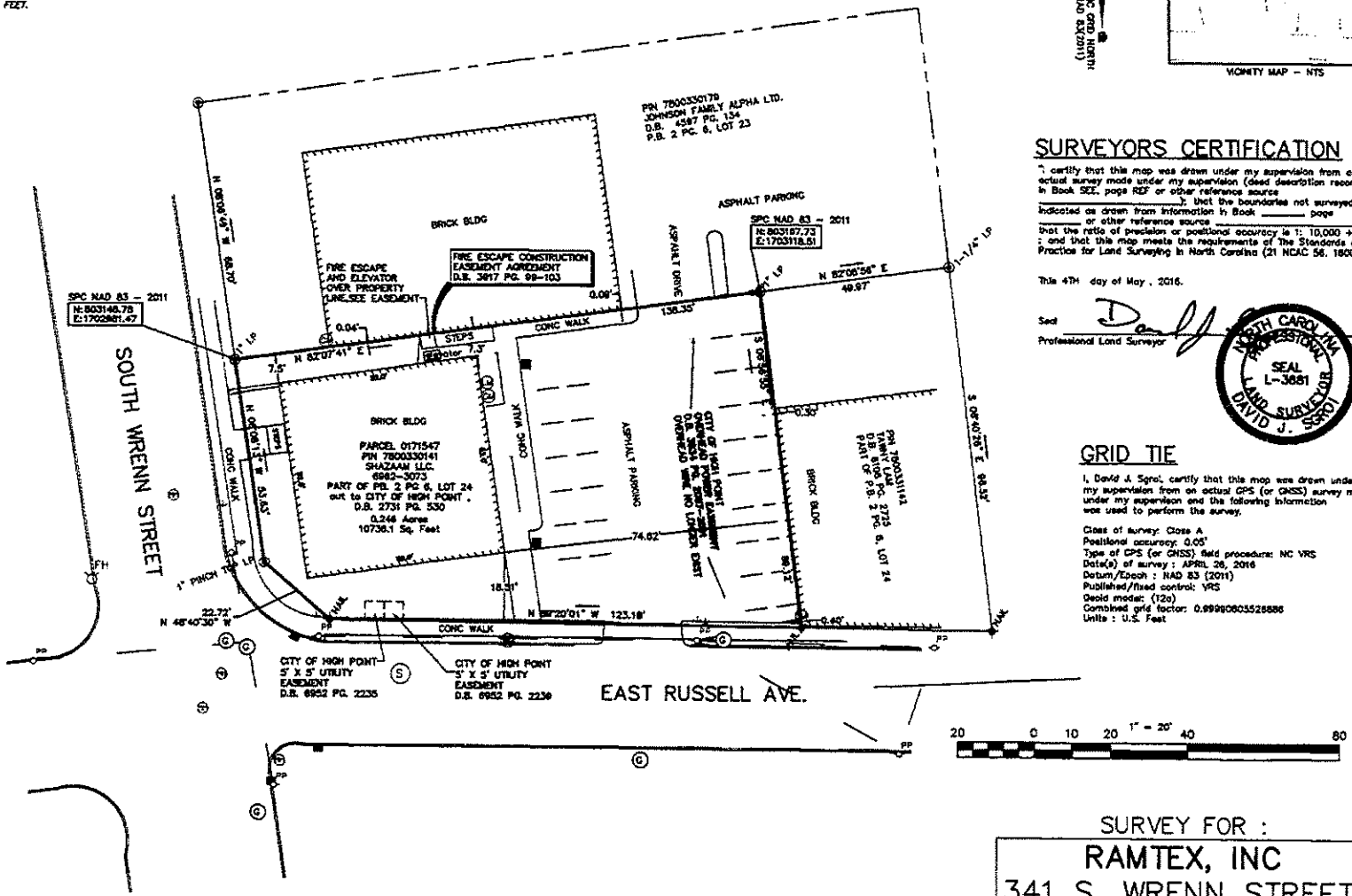
EXHIBIT "A"

02091

NOTES:

1. SITE IS SUBJECT TO ALL EASEMENTS, R/W AND AGREEMENTS OF RECORD PRIOR TO THE DATE OF THE SURVEY.
2. ALL DISTANCES ARE HORIZONTAL GROUND, UNLESS OTHERWISE NOTED
3. ALL BEARINGS ARE GRID BEARINGS.
4. AREA COMPUTED BY COORDINATE GEOMETRY.
5. PROPERTY DOES NOT LIE IN A SPECIAL FLOOD HAZARD AREA AS BY NC FLOOD MAP 3710780000J, MAP REVISED 6/18/16.
6. TOTAL SURVEY AREA – 0.246 ACRES, 10736.1 SQ. FEET.





LEGEND

These standard symbols will be found in the drawing.

- BUILDING
- V-OVERHEADWIRE
- V-SYMBOLSMARK
- CATCH BASIN
- MH MISC
- GAS VALVE
- LIGHT POLE
- POWER POLE
- SV-TRAV
- V-PKFMARK
- EXISTING IRON PIPE
- NAIL FOUND
- GUY
- ELEC METER
- GAS METER
- WATER METER
- MH SEWER
- DRAINAGE MH
- CURB INLET
- WATER VALVE
- FIRE HYD

SURVEYORS CERTIFICATION

"I certify that this map was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book SEE, page REF or other reference source _____); that the boundaries not surveyed are indicated as drawn from information in Book _____ page _____ or other reference source _____; that the ratio of precision or positional accuracy is 1: 10,000 +/– ; and that this map meets the requirements of The Standards of Practice for Land Surveying in North Carolina (21 NCAC 56. 1600)."

This 4TH day of May , 2016.

Seal

Professional Land Surveyor

NORTH CAROLINA PROFESSIONAL SEAL L-3681 LAND SURVEYOR DAVID J. SGROI

GRID TIE

I, David J. Sgroi, certify that this map was drawn under my supervision from an actual GPS (or GNSS) survey made under my supervision and the following information was used to perform the survey.

Class of survey: Class A
Positional accuracy: 0.05'
Type of GPS (or GNSS) field procedure: NC VRS
Date(s) of survey : APRIL 26, 2016
Datum/Epoch : NAD 83 (2011)
Published/fixed control: VRS
Geoid model: (12a)
Combined grid factor: 0.99990603526886
Units : U.S. Feet

SURVEY FOR :

RAMTEX, INC
341 S. WRENN STREET

--CITY OF HIGH POINT--
HIGH POINT TOWNSHIP
GUILFORD COUNTY, NC

PROJECT NO: 2016-62	SGROI LAND SURVEYING , PLLC.
DRAWN BY: DJS	145 W. PARRIS AVE . , SUITE 101
DATE: MAY 4, 2016	HIGH POINT N.C. 27262
REV	336-885-1366
	COMPANY REGISTRATION P-0136

Easement Reconveyance ER-16-0001

341 South Wrenn Street

Subject property

Planning & Development Department

City of High Point

Date: July 13, 2016

N

Scale: 1"=200'

CITY OF HIGH POINT
AGENDA ITEM

Title: HVAC and Fire Alarm Service Contracts

From: Tim McKinney, Facility Services Director

Meeting Date: July 18, 2016

Public Hearing: N/A

Advertising Date / Advertised By: N/A

Attachments: Formal Bid Recommendation

PURPOSE:
City departments request the approval of a service contract with Johnson Controls Inc. for HVAC and Fire Alarm service. The scope of the contract includes preventive maintenance, repair labor and materials for contracted equipment. City departments have budgeted for HVAC service at 22 facilities and Fire Alarm service at 15 facilities. The terms and conditions of the service contract have been reviewed and modified by the City of High Point Legal department for the purpose of entering into a multi-year, annually renewable, service contract.

BACKGROUND:
Johnson Controls Inc. has provided HVAC and Fire Alarm system services for the City of High Point for over 30 years. In addition to performing preventive maintenance task for contracted HVAC systems and Fire Alarm systems, the cost for repair labor and materials is included in the contract. JCI has an assigned technician that works exclusively on City facilities with additional technicians available. They have a 24/7 response time for system emergencies included in the service contract.

BUDGET IMPACT:
Funds for this contract are available in the 2016-2017 budget.

RECOMMENDATION / ACTION REQUESTED:
City Council is requested to approve the contract for HVAC and Fire Alarm services to Johnson Controls Inc. in the amount of $317,330.00 and authorize the appropriate city official to execute all necessary documents.

HIGH POINT
NORTH CAROLINA'S INTERNATIONAL CITY

FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL

DEPARTMENT: Facility Services, Parks and Recreation, Fire, Public Services, Transportation and the Theater

COUNCIL AGENDA DATE: July 18, 2016

BID NO.: N/A CONTRACT NO.: N/A DATE OPENED: N/A

DESCRIPTION:

HVAC and Fire Alarm service contracts. HVAC service is provided for 22 City facilities and Fire Alarm service is provided for 15 City facilities. Funds for this contract are available in the 2016/2017 budget

PURPOSE:

Provide continued HVAC and Fire Alarm services for covered equipment. In addition to preventive maintenance and required NFPA inspections the contract covers replacement of defective components on covered equipment and provides for 24/7 response coverage.

COMMENTS:

Requested contract is for HVAC and Fire Alarm services. The terms and conditions of the contract have been reviewed and modified by City Legal for the purpose of entering into a multi-year, annually renewable service contract.

RECOMMEND AWARD TO: Johnson Controls Inc. AMOUNT: $317,330.00

JUSTIFICATION:

Continuity of HVAC and Fire Alarm services.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: Tim M. McKinney Digitally signed by Tim M. McKinney DN: cn=Tim M. McKinney, o, ou, email=tim.mckinney@highpointnc.gov, c=US Date: 2016.07.08 10:47:18 -04'00' DATE: 7/8/2016

The Purchasing Division concurs with recommendation submitted by the Facilities Services **and recommends award to the lowest responsible, responsive bidder** Johnson Controls **in the amount of $** 317,330.00.

PURCHASING MANAGER: [signature] DATE: 7/8/16

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: [signature] DATE: 7/8/2016

CITY MANAGER: [signature] DATE: 7/8/2016

CITY OF HIGH POINT
AGENDA ITEM

Title: Reappointment –- High Point Housing Authority Board - Davis

From: Mayor Bill Bencini

Meeting Date: July 18, 2016

Public Hearing: N/A

Advertising Date / Advertised By:

Attachments: Letter from HA

PURPOSE:
To reappoint Bob Davis to the High Point Housing Authority Board.

BACKGROUND:
Ms. Angela Gill, Chief Executive Officer of the Housing Authority of the City of High Point, is requesting the reappointment of Mr. Bob Davis for another term. This request is based on Mr. Davis' extensive experience, training and knowledge of the vital mission of the HPHA. There is a tremendous amount of training provided to the Commissioners of the HPHA in an effort to effectively and efficiently meet the needs of the community at large. Mr. Davis will provide the crucial experience needed to assist the HPHA in current and future endeavors. This reappointment will be effective December 22, 2017 and will expire December 22, 2021.

BUDGET IMPACT:
N/A

RECOMMENDATION / ACTION REQUESTED:
Council is requested to confirm the reappointment of Bob Davis to the High Point Housing Authority Board Appointment will be effective December 22, 2017 and will expire December 22, 2021.

NORTH CAROLINA

GUILFORD COUNTY

MPO Agreement – Use of Planning (PL) funds for Planning Activities

DATE: 6/6/2016

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

AND

WBS Elements: 44509.1.12
FEDERAL-AID NUMBER PL-00PL(58)

CITY OF HIGH POINT

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, Title 23 United States Code, Section 134 – Metropolitan Transportation Planning, subsection (a) and subsection (c) requires each Metropolitan Planning Organization (MPO) to develop a comprehensive transportation plan in cooperation with the State and in accordance with Title 23 USC, Section 134 and any subsequent amendments to that statute, and any implementing regulations; and Chapter 136, Article 3A, Section 136-66.2(a) of the General Statutes of North Carolina (NCGS); and,

WHEREAS, the Municipality has been designated as the Lead Planning Agency for the High Point Urban Area Planning Organization (MPO) to be responsible for carrying out the provisions of Title 23 USC, Section 134; and,

WHEREAS, Title 23 United States Code, Section 104(b)(5) allows for the apportionment of highway funds for metropolitan planning purposes, otherwise known as Planning (PL) funds; and,

WHEREAS, the Department has agreed to administer the disbursement of PL funds on behalf of FHWA to the MPO, as determined by a distribution formula approved by the Department;

WHEREAS, the work performed by the MPO will be in accordance with an approved annual work program and in accordance with the provisions set out in this Agreement; and,

WHEREAS, the Municipality, on behalf of the policy board of the MPO, has agreed to participate in certain costs and to assume certain responsibilities in the manner and to the extent 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. GENERAL PROVISIONS

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT

All parties to this Agreement, including contractors, subcontractors, and subsequent workforces, associated with any work under the terms of this Agreement shall provide reports as required by the Federal Funding Accountability and Transparency Act (FFATA) for this Project.

AGREEMENT MODIFICATIONS

Any modification to scope, funding, responsibilities, or time frame will be agreed upon by all parties by means of a Supplemental Agreement.

LOCAL PUBLIC AGENCY TO PERFORM ALL WORK

The Municipality shall be responsible for administering all work performed and for certifying to the Department that all terms set forth in this Agreement are met and adhered to by the MPO and/or its contractors and agents. The Department will provide technical oversight to guide the MPO. The Department must approve any assignment or transfer of the responsibilities of the Municipality set forth in this Agreement to other parties or entities.

PERSON IN RESPONSIBLE CHARGE

The Municipality shall designate a person or persons to be in responsible charge of the Project. The person, or persons, shall be expected to:

- Administer governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;

- Maintain knowledge of day to day project operations and safety issues;
- Make or participate in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
- Visit and review the project in accordance with the project scope and scale;
- Review financial processes, transactions and documentation to reduce the likelihood of fraud, waste, and abuse;
- Direct project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation; and
- Be aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all stages of the project.

The person in responsible charge must be a full-time employee of the Municipality, but the duties may be split among several employees, if necessary.

COMPLIANCE WITH STATE/FEDERAL POLICY

The Municipality, and/or its agent, including all contractors, subcontractors, or sub-recipients shall comply with all applicable Federal and State policies and procedures, stated both in this Agreement and in the Department's guidelines and procedures, including the Transportation Planning Branch's (TPB) procedures for administering the MPO planning process.

FAILURE TO COMPLY - CONSEQUENCES

Failure on the part of the Municipality to comply with any of the provisions of this Agreement will be grounds for the Department to terminate participation in the costs of the Project and, if applicable, seek repayment of any reimbursed funds.

2. SCOPE OF PROJECT

The Municipality serving as the Lead Planning Agency on behalf of the MPO and the Department, shall, in cooperation with other participating agencies, perform the planning work as required by Title 23 United States Code, Section 134, in conformance with any related legislation or approved directives, procedures, agreements, plans, or programs, for the purposes established in them. The work to be accomplished in a specific fiscal year shall be the work that is identified in the

annual Unified Planning Work Program (UPWP) prepared by the MPO and approved by the policy board of the MPO, the Department, and FHWA.

3. FUNDING

Subject to compliance by the Municipality with the provisions set forth in this Agreement and the availability of federal funds, the Department shall participate in eighty percent of eligible costs related to the MPO's carrying out the UPWP. The Municipality shall provide the non-federal match.

Funding will be provided on an annual basis per the approved UPWP and commensurate with Federal-aid allocations and the distribution approved by the Department. The Department will notify the MPO of the allocated funding on an annual basis.

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, during any phase of the delivery of the Project, shall reduce the funding available to the Municipality under this Agreement. The Department will utilize the MPO's Federal-aid allocation towards the costs related to review and oversight of this Project, including, but not limited to review and approval of plans, environmental documents, contract proposals, engineering estimates, construction engineering and inspection oversight, and other items as needed to ensure the Municipality's appropriate compliance with state and federal regulations. For these costs only, the Department will provide the non-federal match.

4. AGREEMENT PERIOD OF PERFORMANCE

This Agreement will become effective on July 1, 2016 and will remain in effect for five years, or until the funding is no longer available, or until such time as the Agreement is terminated by the parties hereto, as indicated in Provision 10, Termination of Agreement.

5. FUNDING AUTHORIZATION

Upon approval of the UPWP, the Department will authorize the annual funding and provide the Municipality with a notice to proceed. Any work performed, or contracts executed, prior to receipt of written authorization to proceed will be ineligible for reimbursement. Reimbursements will occur as spelled out in the MPO Administrative procedures manual.

6. PROCUREMENT OF MATERIALS AND SERVICES

PROCUREMENT POLICY

When procuring professional services, the Municipality must adhere to the following, as applicable:

- Title 2 Code of Federal Regulations Part 200.318;
- Title 23 of the Code of Federal Regulations, Part 172;
- Title 40 United States Code, Chapter 11, Section 1101-1104;
- NCGS 143-64, Parts 31 and 32;
- TPB's *Procurement of Consultant Services by MPO* procedure;
- The Department's *Small Professional Service Firm (SPSF) Program Guidelines*;
- The Department's *Policies and Procedures for Major Professional or Specialized Services Contracts* for contracts valued at or above $50k; and,
- The Department's *Local Programs Management Handbook* for professional service contracts valued under $50k.

Said policies and standards are incorporated in this Agreement by reference at www.fhwa.dot.gov/legsregs/legislat.html and www.ncleg.net/gascripts/Statutes/Statutes.asp.

- The Municipality shall ensure that a qualified firm is obtained through an equitable selection process, and that prescribed work is properly accomplished in a timely manner and at a just and reasonable cost.
- All Professional Services Firms shall be pre-qualified by the Department in the Work Codes advertised.
- A pre-negotiation audit will be conducted by the Department's External Audit Branch. The Municipality shall not execute a consultant contract until the Department's review has been completed.

7. PROGRAM DELIVERY

The Municipality and the Department shall perform the planning work as required in conformance with any related legislation or approved directives, procedures, agreements, plans, or programs for the purposes established in them. The work to be accomplished in a specific fiscal year shall be that work identified in the UPWP approved by the MPO, the Department and FHWA.

a) The Department will allocate to the Municipality, on behalf of the MPO, its share of the Section 104(d) planning funds in accordance with the formula approved by the Department.

b) The Municipality, on behalf of the MPO, will utilize its share of the Section 104(d) planning funds and required matching funds for carrying out provisions of Title 23, United States Code, Section 134, and related planning requirements.

c) The provisions of all existing directives, procedures, agreements, plans, or programs related to Title 23, United States Code, Section 134, or any subsequent interpretation or revisions of the above by FHWA shall apply in the performance of all work under this Agreement.

d) All work shall be performed in accordance with the Department's procedures and guidelines. Said documentation shall be submitted to the Department for review and approval, where applicable. The Municipality, on behalf of the MPO, shall be responsible for preparing and filing with all proper agencies the appropriate planning documents, including notices and applications required. The Municipality, on behalf of the MPO, shall advertise and conduct any required public hearings.

8. REIMBURSEMENT

REIMBURSEMENT GUIDANCE

The Municipality shall adhere to applicable administrative requirements of Title 2 Code of Federal Regulations, Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." Reimbursement to the Municipality shall be subject to the policies and procedures contained in Title 23 Code of Federal Regulations, Part 140 and Part 172 which is being incorporated into this Agreement by reference at www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm. Reimbursement to the Municiplaity shall be subject to the guidance contained in Title 2 Code of Federal Regulations, Part 170 (http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf) and Office of Management and Budget (OMB) "Federal Funding Accountability and Transparency Act" (FFATA). Said reimbursement

shall also be subject to the Department being reimbursed by the Federal Highway Administration and subject to compliance by the Municipality, with all applicable federal policy and procedures.

REIMBURSEMENT LIMITS

- **WORK PERFORMED BEFORE NOTIFICATION**

  Any costs incurred by the Municipality prior to written notification by the Department to proceed with the work shall not be eligible for reimbursement.

- **NO REIMBURSEMENT IN EXCESS OF APPROVED FUNDING**

  At no time shall the Department reimburse the Municipality costs that exceed the total funding per this Agreement, any Supplemental Agreements or the approved annual UPWP.

- **UNSUBSTANTIATED COSTS**

  The Municipality agrees that it shall bear all costs for which it is unable to substantiate actual costs or any costs that have been deemed unallowable by the Federal Highway Administration and/or the Department's Financial Management Division.

BILLING THE DEPARTMENT

- **PROCEDURE**

  The Municipality may bill the Department for eligible Project costs in accordance with the Department's guidelines and procedures. Proper supporting documentation shall accompany each invoice as may be required by the Department. By submittal of each invoice, the Municipality certifies that it has adhered to all applicable state and federal laws and regulations as set forth in this Agreement. The Municipality shall bill the Department quarterly. All invoices must be submitted and processed for payment as specified in TPB's *MPO Administration – Process MPO Invoices* procedure.

- **INTERNAL APPROVALS**

  Reimbursement to the Municipality shall be made upon approval of the invoice by the Department's Financial Management Division.

9. REPORTING REQUIREMENTS AND RECORDS RETENTION

PROJECT EVALUATION REPORTS

The Municipality is responsible for submitting quarterly and final reports as specified in the TPB's *MPO Administration – Process MPO Invoices* procedure, currently located at https://connect.ncdot.gov/projects/planning/TransPlanManuals/Process%20MPO_invoices.pdf.

PROJECT RECORDS

The Municipality and its agents shall maintain all books, documents, papers, accounting records, Project records and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Municipality shall make such materials available at its office and shall require its agent to make such materials available at its office at all reasonable times during the contract period, and for five (5) years from the date of payment of the final voucher by the Federal Highway Administration, for inspection and audit by the Department's Financial Management Section, the Federal Highway Administration, or any authorized representatives of the Federal Government.

10. TERMINATION OF AGREEMENT

If the Municipality decides to terminate the Agreement without the concurrence of the Department, the Municipality shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the Agreement.

The Agreement may be terminated by either party by giving 30 days written notice to the other party prior to the date of termination. If the Municipality and the Department mutually decide to terminate the Agreement, the costs expended to date by the Municipality will be reimbursed with the available funding.

If the Department terminates the Agreement for cause, then the Municipality may be liable for reimbursement of expended funds.

11. OTHER PROVISIONS

REFERENCES

It will be the responsibility of the Municipality to follow the current and/or most recent edition of references, websites, specifications, standards, guidelines, recommendations, regulations and/or general statutes, as stated in this Agreement.

INDEMNIFICATION OF DEPARTMENT

The Municipality agrees to indemnify and hold harmless the Department, FHWA and the State of North Carolina, to the extent allowed by law, for any and all claim for payment, damages and/or liabilities of any nature, asserted against the Department in connection with this Project. The Department shall not be responsible for any damages or claims, which may be initiated by third parties.

DEBARMENT POLICY

It is the policy of the Department not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, the Municipality certifies that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Agency or Department and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

TITLE VI - CIVIL RIGHTS ACT OF 1964

The Municipality shall comply with Title VI of the Civil Rights Act of 1964, (Title 49 CFR, Subtitle A, Part 21). Title VI prohibits discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

OTHER AGREEMENTS

The Municipality is solely responsible for all agreements, contracts, and work orders entered into or issued by the Municipality for this Project. The Department is not responsible for any expenses or obligations incurred for the Project except those specifically eligible for Surface

Transportation Program funds and obligations as approved by the Department under the terms of this Agreement.

AVAILABILITY OF FUNDS

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.

IMPROPER USE OF FUNDS

Where either the Department or the FHWA determines that the funds paid to the Municipality for this Project are not used in accordance with the terms of this Agreement, the Department will bill the Municipality.

AUDITS

In accordance with OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations" (http://www.whitehouse.gov/omb/circulars_default) and the Federal Single Audit Act Amendments of 1996, the Municipality shall arrange for an annual independent financial and compliance audit of its fiscal operations. The Municipality shall furnish the Department with a copy of the annual independent audit report within thirty (30) days of completion of the report, but not later than nine (9) months after the Municipality's fiscal year ends.

REIMBURSEMENT BY MUNICIPALITY

For all monies due the Department as referenced in this Agreement, reimbursement shall be made by the Municipality to the Department within sixty (60) days of receiving an invoice. A late payment penalty and interest shall be charged on any unpaid balance due in accordance with NCGS 147-86.23.

USE OF POWELL BILL FUNDS

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.

ENTIRE AGREEMENT

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.

AUTHORIZATION TO EXECUTE

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.

FACSIMILE SIGNATURES

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.

GIFT BAN

By Executive Order 24, issued by Governor Perdue, and NCGS 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).

IRAN DIVESTMENT ACT

Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-55 et seq. requires that each vendor, prior to contracting with the State, certify that the contracting party meets the requirements of the Iran Disinvestment Act. The State Treasurer's Final Divestment List can be

found on the State Treasurer's website at the address www.nctreasurer.com/Iran and will be updated every 180 days.

By execution of this Agreement each Party certifies that neither it nor its Agents or Contactors/Subcontractors 1) are on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran; 2) shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and 3) that the undersigned are authorized by the Parties to make this Certification.

During the term of this Agreement, should the Parties receive information that a person is in violation of the Act as stated above, the Department will offer the person an opportunity to respond and the Department will take action as appropriate and provided for by law, rule, or contract. Should this Act be voided by NC General Statute, this Agreement will remain valid; however this certification will no longer be required.

12. SUNSET PROVISION

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.

IT IS UNDERSTOOD AND AGREED that the approval of the Project by the Department is subject to the conditions of this Agreement, and that no expenditures of funds on the part of the Department will be made until the terms of this Agreement have been complied with on the part of the Municipality.

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: Lisa B. Vierling

TITLE: City Clerk

CITY OF HIGH POINT

BY: William S. Bencini

TITLE: Mayor

DATE: 7/18/2016

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 Lisa B. Vierling

Clerk of the City Council (governing body) on 7/18/2016 (Date)

(SEAL)

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

(FINANCE OFFICER)

Federal Tax Identification Number

56-6000231

City of High Point

Remittance Address:

P.O. Box 230

High Point, NC 27261

DEPARTMENT OF TRANSPORTATION

BY: _____

(CHIEF ENGINEER)

DATE: _____

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

MANAGER'S BRIEFING SESSION
HIGH POINT MUNICIPAL BUILDING
JUNE 20, 2016 – 4:00 P.M.
3RD FLOOR LOBBY CONFERENCE ROOM

MEETING MINUTES

Present:
Mayor William S. Bencini, Jr.; Mayor Pro Tem Golden (Ward 1); and; Council Member Jason Ewing (Ward 6); Cynthia Davis (At-Large); and Christopher Williams (Ward 2)

Absent:
Latimer Alexander (At-Large); Council Members James Davis (Ward 5); Alyce Hill (Ward 3); and Jay Wagner (Ward 4)

Staff Present:
Randy McCaslin, Deputy City Manager; Randy Hemann, Assistant City Manager; JoAnne Carlyle, City Attorney; Jeron Hollis, Communications & Public Engagement Director; Mike McNair, Director of Community Development; Richard Fuqua, Affordable Housing Manager; Michelle McNair, Community Resource Manager; Toni Jackson, Housing Specialist; Jeff Moore, Director of Financial Services; Mark McDonald, Transportation Director; Police Chief Ken Shultz; Maria Smith, Deputy City Clerk; and Lisa Vierling, City Clerk

Others Present:
Sofia Crisp, Executive Director, Housing Consultants; Tony Collins, President, Southside Neighborhood Association; David Crocker, Operation In-As-Much; and Gene Brown, Executive Director, Community Housing Solutions

News Media:
Pat Kimbrough, High Point Enterprise

Note: The following handouts were distributed at the meeting and will be attached as a permanent part of these proceedings.

- *Changing the Behavior of the Domestic Violence Offender*

Randy McCaslin, Deputy City Manager, called the Manager's Briefing session to order at 4:09 p.m.

DRAFT

1) <u>Update- Victim Justice Center</u>

Chief Shultz discussed his presentation on the domestic violence program, the victim's justice center and followed up on some statistics. He began with the victim's violence program and domestic violence offender which was started back in 2007-2008 then fully implemented 2009. Since then, he noted it was partnered with all the agencies, support groups, victim advocates and research partners and then took ownership on domestic violence and had much success.

Chief Shultz then reviewed the **4 different classifications:**

D Classification	C Classification	B Classification	A Classification
No previous charges for DV Repeat call involving the same aggressor Situation cannot be resolved by the first responding officer Officer believes the potential exists for violence Validated intimate partner relationship	1st charge for DV related offense	2nd charge of DV related offense or Violation of prohibited behavior for which offender received notice as C list offender (violating pretrial conditions, contacting victim, etc.)	3rd or more DV charges Offender has violent record including DV Violation of 50B protective order Used weapon in DV Convicted felon

Types of Notification

D Classification	C Classification	B Classification	A Classification
Receives letter from Police putting him on official notice At the scene of a call, by mail or during a follow up visit	Face-to-face deterrent message from Violent Crime Detective At the time of arrest, before pretrial release, probation visit or follow up visit by Detective	Law enforcement and community message face-to-face Offenders called to a notification perhaps quarterly or more frequent	Notified by Violent Crime Detective At time of arrest or indictment

DRAFT

Chief Shultz reported on the statistics to date with over 1,900 total individuals with 403-D classification calls made for first-time charges, 1,462-C, 56-B, and 44-A. With nationwide averages, he calculates 20-30 percent for the recidivism during a 1 to 1.5 year period with High Point below the National average.

Since the program started with everything up and running from 2009, Chief Shultz reported that High Point has had two domestic homicides. There are fewer injuries to the victims with the amount of violence and the police are more responsive and quicker with the program being very successful. The Police Department prides itself on throwing in all resources in the community to address the problem once they are aware of these situations. As a result, death rates have dropped drastically. The decreases are attributed to the very successful Domestic Violence Initiative. Chief Shultz shared that they field calls on a regular basis throughout the country from other departments and agencies wanting to know about High Point's program.

He explained they are currently waiting on the Office for Violence Against Women out of the Department of Justice to come back in and finish funding the initiatives so we can have these 4-5 pilot programs implemented throughout the City. They are working with National Network out of John Jay College of New York to provide the expertise. He is hoping with the fiscal year coming up for the Feds in October that they'll be able to implement that, select those trial cities and go back and start replicating that as well. He noted High Point has some great numbers with great results and they are looking forward to passing this along and sharing with everybody.

The High Point Victim's Justice Center located at Southside Recreation Center on Taylor Avenue opened on April 2, 2014. He shared that the location and utilities are provided by the City, with two domestic violence detectives, and two victim's advocates part-time and full-time that work there. He mentioned how UNC-G also is involved working with the families and parenting skills. He shared that Legal Aid no longer is working at this site; they are now in Greensboro.

With the funding from the Community Foundation, Millis Family, and grant money from the State and Feds, they have been able to cover the Victim Advocates, Legal Aid of North Carolina and been able to pull in a dedicated Domestic Violence Prosecutor through the District Attorney's office.

He mentioned an article printed in the *Greensboro News & Record* about the Guilford County Family Justice Center that opened on June 15, 2016 on South Greene Street in Greensboro. He read a quote from Commissioner Kay Cashion, who pushed for years for the center's creation, "Our point was to have a single portal for services". He pointed out it is the same idea that High Point has, however, they have expanded their program to extend it to Triage nurses from Cone Health, Elon University School of Law, etc… Chief Shultz specified that High Point is concentrating on domestic violence and helping the victims of that. He reported that Greensboro is picking up the building expense and staff person at the Guilford County Family Justice Center and at the direction of Commissioner Carlvena Foster, Catherine Johnson, the Director of the Guilford County Family Justice Center, contacted him to see what support they could provide to High Point.

He proceeded to address the following **issues** for the High Point facility:

- Funding is limited and requires on-going effort.
- UNC-G served a big role by acting as a receptionist for us up front setting up appointments, etc…., but now UNC-G is completely out of the program now because they lost their funding.
- The county pays for this position in Greensboro. They refer to it as the Triage person.
- Studies show that Justice Centers have better success and are better utilized when they are located in close proximity to a courthouse and/or police department.

Opportunities are:

- Opportunity to relocate closer to the courthouse, potentially inside the courthouse.
- The County's model currently funds a director and support staff (receptionist) person and it would help if we could also get that for High Point's facility.
- The County's model puts funding requirement for the workers, victim advocates, legal aid people back on those agencies (more sustainability).
- The County's model has the expanded services and has the potential to help more citizens.
- Political from here-if Council agrees there is an opportunity to work with County Commissioners to try to get some of the Guilford County tax dollars, he was in support of it and felt it would be very beneficial.
- They are paying for services in Greensboro but High Point Citizens are often not best served by having to travel to Greensboro to get help and support.
- UNC-G is still functioning out of the High Point Victim's Justice Center at Southside Recreation Center and there is some potential that they can continue there.

Council Member C. Davis inquired on the old Social Services building on the corner if that was a possibility because she felt some domestic violence victims would be reluctant to go to the courthouse for help. Chief Shultz believed that could be a strong potential and felt there might be opportunities in either this building or one of the different floors in the court house. Mr. McCaslin replied that the building on the corner is not currently occupied and pointed out the County no longer owns it; it is now privately owned.

Chief Shultz reviewed the **Crime Statistics**. He was pleased to announce for this year High Point is down 9 percent from last year for violent crimes. He did note that for robbery, it was on the rise about a month ago but they did contact the right people to drive the numbers back down. Over in East Central, they had some aggravated assaults specifically in gun and had a 60 percent decrease over the previous year. He did point out the biggest so far is the shop lifting and drug use specifically with heroin. He did mention a 9 percent increase on property crimes.

Speaking briefly on heroin, Chief Shultz is concerned how it continues to be a problem across the Country. He mentioned in 2015 they had 77 overdoses and this year they are at 71. He reviewed the deaths:

- Year 2014 - 14
- Year 2015 - 6
- Year 2016 currently at 2

He announced next Monday they will be having a Community Forum on heroin at High Point University Community Center at Oak Hollow Mall from 6:00 – 8:30 p.m., with several presenters and looking for ways to educate the public and to address the public.

2) Presentation- Project Operation In-As-Much (OIAM)

Mike McNair, Director of Community Development, introduced Gene Brown, Executive Director, Community Housing Solutions.

Mr. Brown briefly recognized Mr. McNair for his leadership and participation along with Toni Jackson, Housing Specialist, Michelle McNair, Community Resource Manager, Sofia Crisp, Executive Director, Housing Consultants, and Tony Collins, President, Southside Neighborhood Association.

The event happened on May 14th and Mr. Brown shared the highlights where it was four months of planning and collaboration with the neighborhood association, the housing consultant groups, Community Housing Solutions and the City of High Point.

Ms. McNair mailed out letters to the homeowners prior to notify the homeowners what they were doing regarding this project and what neighborhood association was behind it. Ms. Crisp spent two days preparing surveys in preparation in early January and February to see which homeowners were interested in participating in the project.

Operation In-As-Much David Crocker spoke highly of the involvement of the volunteers every morning at a gathering such as their "Opening Ceremony." Mr. Brown mentioned their 150 volunteers that were there to assist. Council Member Williams spoke at the opening ceremony and Mr. Brown was also pleased to see Mayor Pro Tem Golden participating as well. He was extremely thankful that there were no injuries with all the volunteers.

Mr. Brown continued with a brief summary:

- Accessibility and Safety
- Kitchen and Bathroom Plumbing Repairs
- Painting and Staining
- Tree and Brush Removal
- Helping Hands to Reduce Clutter and Debris

He mentioned their budget of $60,000 and the cost to date was $50,214 per project. He anticipates being at $55,000 when they are finished with this project.

He shared that Fox8 News covered the story at Southside. He commented how excited Amber Roberts with Fox8 was to cover that story because her father was raised in High Point.

Outside of the Planning team, Mr. Brown was excited to debut the video with Council. He expressed that a videographer went to video tape some of the homeowners prior to the work as well as the work throughout the day.

Mr. Brown reviewed the next steps for the upcoming OIAM for Saturday, November 5th in the Burns Hill neighborhood. Council Member Williams asked if they could share that video and Mr. Brown expressed that he would be happy for Council to share the video and that copies were given to Toni Jackson. Mr. McCaslin suggested posting it also on the website.

Mr. Crocker expressed his gratitude being a part of this project and would be issuing an electronic newsletter where a link would be attached so others would be able to view the video. He also took the time to commend the City of High Point along with Mr. McNair and the staff who took the initiative while he drove over 300 miles to be here because he normally is involved with only churches. He emphasized how unique this approach was coming from the City as churches are still involved, but he expressed how he wanted to tell the story to make it replicated to make it happen. He pointed out that on November 5th other municipalities can see what we are doing, hearing how it was put together, how these other various collaborations have come about and then they can go back to replicate that in their own community. Since 1995, after they began this process in Fayetteville, North Carolina it has now expanded out in 22 states and 4 (soon to be) 5 other countries and continues to grow. He expressed how proud he was of High Point and was thankful for this opportunity.

Emails Regarding Construction Work & Detours- Skeet Club Road Project

Mr. McCaslin advised that Council may have received emails and/or calls regarding the construction work and detours on the Skeet Club Road project. He asked for Mark McDonald, Transportation Director, to discuss the situation. Mr. McCaslin noted that the City was not responsible for the detours or

closing of the road and that we are currently working with North Carolina Department of Transportation (NCDOT) to straighten it out.

Mr. McDonald gave a short presentation of the Waterview Road closing and detour that was set up by NCDOT. He expressed that we are working with NCDOT to help resolve the matter. He pointed out this affects the neighborhoods between Oak Hollow Lake, Waterview Road, Johnson Street, Skeet Club Road, and Old Mill Road. He explained Skeet Club Road project starts on the west end just to the west of Johnson Street and continues across the lake and noted that part of the project involves a gas line and across the road where the road crosses the lake. As a result, they needed to close that little piece of Waterview Road. He pointed out that many people in that area use Waterview Road to get to Skeet Club Road to go out to the east to get out to Eastchester/Wendover in that direction.

Mr. McDonald reported that NCDOT posted a detour that went along Hunterwoods Drive and then to Glenn Meade Drive then back to Johnson Street. He noted this happened at the end of March when they started to receive calls from the residents in the Gabbles neighborhood that people were cutting through. The City looked into that and found that the volumes almost tripled and the speeding was also a concern. The neighborhood got together and petitioned to get the speed reduced.

Mr. McDonald's recommendation was to go back and put the detour down the road where it is more suitable and it may be a longer detour using Old Mill Road to Johnson Street. NCDOT originally agreed to do this, until a few days later, and then they changed their minds and closed Poplar Creek at Skeet Club Road which prompted the influx of calls. The City then went back to NCDOT and they have agreed to put this in place and it should be happening sometime this week.

Mr. McDonald noted that NCDOT mentioned that they might look into putting in a median barrier at Poplar Creek that would limit left turns going back which would also decrease the volume and put in some speed cushions along Hunterwoods Drive.

Council Member Williams inquired on the initial timeframe for the project and Mr. McDonald responded that it is scheduled to be completed in the fall of 2018. Mr. McCaslin stated that they are also behind schedule. He also expressed that it turned into a much bigger project especially with the gas line and having to rebuild the bridge.

Mr. McDonald noted this is not a good situation, but the area is locked in due to the proximity to the lake. He hopes more motorists will use the new detour and hopefully it will at least limit the traffic volume going through.

There being no further discussion, the meeting adjourned at 5:11 p.m. upon motion duly made and seconded.

Respectfully Submitted,

_____

Maria A. Smith
Deputy City Clerk

DRAFT

Office of the Mayor
City of High Point
North Carolina

PROCLAMATION...

WHEREAS, the City of High Point shares the shock and condemnation of the senseless violence occurring across the United States robbing families of their loved ones; and

WHEREAS, the job of being a uniformed Police Officer is both a noble and dangerous profession calling for courageous individuals to risk and at times sacrifice their lives in order to protect every member of our community; and

WHEREAS, the High Point Police Department is committed to continuing to improve community relations, training in the use of force de-escalation techniques, increase diversity in the Police Department and protecting and serving every member of our community regardless of race or culture; and

WHEREAS, the City of High Point has not had the problems with officer involved shootings seen across the country due in large part to highly skilled and professional leadership and training; and

WHEREAS, the High Point Police Department has been recognized as one of the leading Police Departments in the country through innovative and cutting edge focused deterrence methods to reduce domestic violence and other violent crimes; and

WHEREAS, the High Point Police Department has shown outstanding community engagement through the High Point Community Against Violence initiative; and

WHEREAS, the High Point Community is committed to continuing to promote a safe environment for our officers and our residents; and

WHEREAS, the City of High Point is proud of the work that our men and women in uniform selflessly perform with the highest level of professionalism.

NOW, THEREFORE, the High Point City Council hereby proclaims Monday, July 18, as

High Point Police and Community Day

in the City of High Point.

WITNESS my hand and the Corporate Seal of the City of High Point, North Carolina, this the 18th day of July, 2016.

William S. Bencini Jr.

William S. Bencini, Jr., Mayor

FINAL
4/ 29 /16

AMENDED AND RESTATED JOINT GOVERNMENTAL AGREEMENT

This Agreement is entered into this ____ day of _____, 2016 and is among **PIEDMONT TRIAD REGIONAL WATER AUTHORITY** (the "Authority"), an authority created under N.C.G.S. § 162A-3.1, and the following: **CITY OF ARCHDALE, CITY OF GREENSBORO, CITY OF HIGH POINT, TOWN OF JAMESTOWN, CITY OF RANDLEMAN**, and **COUNTY OF RANDOLPH** (collectively, the "Members").

Background Statement

The parties hereto entered into a Joint Governmental Agreement dated September 18, 1987 (the "1987 Agreement"), pursuant to which the Members agreed, among other things, to provide funds to the Authority to acquire land and construct Randleman Dam, a reservoir and related facilities. The 1987 Agreement also provided that financing of the first phase (12 MGD capacity) of a water treatment plant (the "Water Treatment Plant") and related facilities would be financed with revenue bonds (together with future Authority revenue bonds, the "Revenue Bonds") of the Authority and contemplated that debt service on the Revenue Bonds, as well as the Authority's operating costs, would be funded through payments from the Members to the Authority. To that end, the parties entered into a Joint Governmental Agreement in 2007 (the "2007 Agreement") that supplemented and amended the 1987 Agreement. In connection with an expansion of the treated water production capacity of the Water Treatment Plant (the "Expansion"), the parties are entering into this Agreement, which amends and restates the 2007 Agreement. Also, the City of Archdale has by separate agreement purchased a portion of Randolph County's ultimate ownership allocation, which requires changing the percentages for those Members on Exhibit C.

The Agreement

The parties agree as follows:

1. **Members' Rights Concerning Treated Water**. Upon completion of the Expansion, each Member shall have the right to receive monthly from the Authority, and the Authority shall make available monthly to each Member at the connection between its pipelines and those of the Members, the percentage of the Authority's initial 12 MGD of treated water corresponding to the percentage indicated for that Member as a Firm Allocation on Exhibit A plus the percentage of the Authority's additional treated water resulting from the Expansion corresponding to the percentage indicated for that Member as a Expansion Firm Allocation on Exhibit D. Members shall have the right to produce their own treated water and to buy treated water from parties other than the Authority, including other Members. Members shall also have the right to sell to other parties (including other Members) (i) treated water (regardless of its source) and (ii) rights to receive treated water from the Authority, but in neither event shall the obligations hereunder be altered, except to the extent the selling Member's obligations hereunder have been actually discharged by the buyer. Upon request of any Member, the Authority shall increase production of treated water by the Water Treatment Plant if (i) the Authority determines

that such expansion is technically and economically feasible applying prudent utility practice standards and (ii) the Members wanting to receive a portion of the increased production agree to their respective percentages thereof.

2. **Payments by Members to the Authority**. In connection with the Expansion, Exhibit B is being revised (to reflect that Greensboro and High Point provided funds under the second paragraph of Section 2(b) for the Revenue Bond-financed first phase of the Water Treatment Plant) and Exhibits D and E are being added to this Agreement. Such Exhibits shall take effect under this Section 2 on and after the date treated water is first delivered pursuant to the Expansion and shall also apply prior to that date with respect to any expenditures incurred by the Authority as a result of the Expansion.

As payment for treated water delivered or made available by the Authority or expected to be delivered or made available by the Authority, the Members shall pay the Authority as follows (regardless of whether treated water is actually available or taken):

(a) By the 15th day of each month each Member shall pay to the Authority its share, as indicated below, of the Authority's total expenditures ("Water Treatment Expenditures") for the previous month, other than Authority expenditures described elsewhere in this Section 2 (such shares being Member "Water Treatment Obligations"). The Members shall be obligated to pay the Authority for its Water Treatment Expenditures relating to their respective Firm Allocations on Exhibit A and their respective Expansion Firm Allocations on Exhibit D regardless of whether those allocations are actually taken. The Expansion Firm Allocations are 25% of the Total Expansion Allocations, as indicated on Exhibit D. The Members shall be obligated to pay the Authority for its Water Treatment Expenditures relating to their respective Excess Allocations on Exhibit D only to the extent they actually take those allocations. The Members shall be billed by the Authority for Water Treatment Expenditures at the prevailing per 1,000 gallon rate, as determined by the Authority on an annual basis. The calculation of the billed volume of water a Member has taken per day shall be made each calendar month, based on the average amount of water taken per day during that month.

In August of each year each Member shall pay to the Authority its share of the Authority's total administration expenditures for that fiscal year (the "Administration Obligations"). The Members' shares of the Authority's administration expenditures shall be the percentages on Exhibit C.

Subject to the provisions of Section 6, upon notice from the Authority that a Member has not made its Administration Obligation or Water Treatment Obligation payment in full, each other Member shall promptly pay to the Authority as additional Administration Obligation or Water Treatment Obligation payments its pro rata share (based on its percentage of the total amount due from Members (other than the defaulting Member) under the first paragraph of this subsection (a)) of the defaulted amount, except that no Member shall be obligated to pay more than 150% of the amount due from it under the first paragraph of this subsection (a). Such payments shall not affect the obligations of the defaulting Member; and if defaulted amounts are subsequently received or collected from the defaulting Member, such amounts (including interest thereon) shall be paid to the Members making up the defaulted amounts based on their respective percentages thereof.

(b) (i) Except as provided in the following paragraph, each Member shall pay, by 10:00 a.m. two business days before due from the Authority, its percentage as indicated on Exhibit B of any amounts due from the Authority to the trustee for the holders of the Revenue Bonds, including, without limitation, amounts due for debt service and debt service reserve fund maintenance with respect to the Revenue Bonds; and (ii) if any Member fails to pay in full the amount owed by it under clause (i), each Member shall pay, subject to the provisions of Section 6, by 10:00 a.m. on the day due from the Authority, each Member's pro rata share (based on the percentages in Exhibit B, excluding the percentage for the defaulting Member) of the defaulted amount, except that no Member shall be obligated to pay more than 150% of the amount due from it under clause (i) (collectively, the "Debt Service Obligations").

Any Member shall be excused in whole or in part from the Debt Service Obligations described in clause (i) above with respect to any series of Revenue Bonds to the extent that it provides to the Authority an amount equal to its share (based on the percentages in Exhibit B) of the costs (other than expected issuance costs and debt service reserve fund and capitalized interest funding) otherwise to be financed by that series of Revenue Bonds, and does so at least two months before the scheduled issuance of those Revenue Bonds. In that case, the other Members' Exhibit B percentages shall be adjusted accordingly. It is anticipated that Exhibit B will be revised with each issuance of Revenue Bonds after the initial issuance of Revenue Bonds.

(c) Each Member shall pay its share of the capital costs of the Expansion based on the percentages indicated on Exhibit E. The Authority shall bill for such costs annually and upon completion of the Expansion.

(d) Exhibits A, B, C, D and E represent (and any future amendments thereto will represent) a good faith effort by the parties to allocate the Water Treatment Obligations, Administration Obligations and Debt Service Obligations (collectively, the "Payment Obligations") fairly among the Members based on their present and expected future requirements for treated water from the Authority and their long-term benefits from the improvements financed with the Revenue Bonds. The Authority shall determine all amounts referred to above in this Section 2 and shall give timely notice thereof to the Members.

(e) Each Member shall budget for and appropriate amounts sufficient to satisfy its Payment Obligations (subject to the limitations imposed by Section 3). Except as provided in Section 3, the Payment Obligations shall be absolute, unconditional and irrevocable and shall be performed strictly in accordance with the terms hereof and without abatement or reduction under all circumstances whatsoever, including whether or not any facility of the Authority is completed, operable or operating and notwithstanding the suspension, interruption, interference, reduction or curtailment of the output of any such facility or the treated water contracted for, and that such obligations shall not be subject to any reduction, whether by offset or otherwise, and shall not be conditioned upon the performance or nonperformance of the Authority or any Member under this Agreement or any other instrument. Amounts not paid when due shall bear interest until paid at any interest rate to be determined from time to time by the Authority. The second sentence of Section 3 of the 1987 Agreement is deleted therefrom.

3. **Limited Nature of Payment Obligations.** Each Member shall satisfy its Payment Obligations from its revenues (the "Water and Sewer Revenues") from the operation of

its water system and its sanitary sewer system ("Water and Sewer System"), if it has one; or if such revenues are not sufficient therefor may satisfy its Payment Obligations from any moneys except moneys derived from any exercise by the Member of its taxing powers. The Payment Obligations are unsecured and do not constitute or result in any direct or indirect pledge of the taxing power of the Members.

4. **Generation and Protection of Member Water and Sewer Revenues**. Each Member has not pledged or encumbered and will not pledge or encumber its Water and Sewer Revenues or if it has or does, any such pledge or encumbrance will apply only to Water and Sewer Revenues remaining after payment of its Water and Sewer System current expenses, expressly including its Payment Obligations. Each Member (other than the County of Randolph, so long as it does not have a Water and Sewer System) shall operate its Water and Sewer System as one or more enterprise funds and charge rates and fees such that sufficient Water and Sewer Revenues are generated to pay all costs of operating and financing its Water and Sewer System and satisfying its Payment Obligations. So long as it does not have a Water and Sewer System, the County of Randolph shall maintain unencumbered revenues derived from sources other than exercise of its taxing powers sufficient to satisfy its Payment Obligations.

5. **Other Covenants**. The parties will not take any action, fail to take any action or permit any action to be taken that would jeopardize the exemption of interest on the Revenue Bonds from gross income for federal income tax purposes (unless such Revenue Bonds were not intended to be federally tax-exempt when issued). The Authority shall:

(a) comply with the provisions of the documents pursuant to which the Revenue Bonds are issued;

(b) make all its records, documents and facilities available to the Members for inspection; and

(c) use its best reasonable efforts to deliver treated water to the Members at the times and in the amounts requested by the Members, subject to the limits described in Section 1.

(d) provide each Member with sufficient opportunity to review and comment on any Water Treatment Plant expansion or related capital improvement project undertaken by the Authority, and that the cost of any of such capital project will be allocated among the Members in an equitable manner based on the respective benefits received by each Member in the manner provided in Section 2(d) hereof; and

(e) provide each Member with sufficient opportunity to review and comment on the Authority's annual operating and capital improvements budgets prior to adoption by the Authority.

6. **Remedies; Assuming Rights of Defaulting Members; Third Party Beneficiaries**. The parties acknowledge that they may have no adequate means to protect their rights under this Agreement other than by securing an injunction (i.e., a court order prohibiting a Member from violating this Agreement). The parties may enforce this Agreement by obtaining a preliminary and permanent injunction and any other appropriate equitable relief in any court of competent jurisdiction. The parties acknowledge that termination of rights of a defaulting

Member hereunder and the recovery of damages will not be an adequate means to redress a breach of this Agreement, but nothing in this Section shall prohibit the parties from pursuing any remedies in addition to injunctive relief, including termination of rights hereunder and recovery of damages. Section 7 of the 1987 Agreement is deleted therefrom. If a Member's rights hereunder are terminated due to default, other Members may assume all or any portion of the defaulting Member's rights to receive treated water by assuming its Payment Obligations hereunder with respect thereto; but the defaulting Member's obligations hereunder shall not be altered thereby, except to the extent that the defaulting Member's obligations have been actually discharged by other Members. If demand from Members exceeds the amount made available by the default, requesting Members' rights shall be pro rata based on their respective Firm Allocations on Exhibit A plus their respective Expansion Firm Allocations on Exhibit D. The holders of the Revenue Bonds, credit enhancers with respect to the Revenue Bonds, and the trustee for such holders shall be third party beneficiaries of this Agreement.

7. **Amendments**. This Agreement may be amended or terminated only by a writing signed by all parties, and may not be amended (except as contemplated herein) in any way that would have a material adverse effect on the interests of the holders of the Revenue Bonds. The parties anticipate amending this Agreement from time to time as described herein.

8. **Relation to 1987 Agreement and 2007 Agreement**. To the extent the provisions of this Agreement are inconsistent with the provisions of the 1987 Agreement or the 2007 Agreement, the provisions of this Agreement shall apply, and the 1987 Agreement and the 2007 Agreement shall be deemed amended to that extent. Except to that extent, the 1987 Agreement and the 2007 Agreement remain in effect and are reaffirmed.

9. **Term. Rights of Members Upon Termination.**

(a) This Agreement shall terminate and all rights and obligations hereunder shall cease 50 years after the date hereof.

(b) It is hereby acknowledged by the parties that the assets of the Authority, including, without limitation, the Randleman Dam, Water Treatment Plant and related distribution facilities, and the land associated therewith, have been funded by contributions and payments made by the Members pursuant to this Agreement, the 2007 Agreement and the 1987 Agreement. As such, the Members of the Authority are entitled to, and are deemed to own, an equitable interest in such assets and revenues of the Authority pro rata based on each Member's overall percentage allocation of the cost of such assets. Upon expiration or termination of this Agreement, the Authority shall not sell, lease, encumber, or otherwise transfer any rights or interests in or to any of the Authority's assets, including, without limitation, the Randleman Dam, the Water Treatment Plant and related distribution facilities, or any rights in or to the output or capacity of the same, without the prior written consent of at least two-thirds of the Members. The provisions of this Section shall survive the expiration and termination of this Agreement. Nothing in this Section shall be construed as limiting the right of the Authority to convey or encumber its assets prior to the termination of this Agreement.

10. **Miscellaneous**. This Agreement (together with the 1987 Agreement and the 2007 Agreement) constitutes the entire agreement among the parties as to the matters addressed herein

and therein and binds each of their successors and assigns. Neither this Agreement, nor any rights hereunder, may be assigned to any party hereto without the prior written consent of each of the other parties hereto; provided, however, that the Authority may assign its rights under this Agreement to any trustee for the Revenue Bonds as security therefor without consent of the Members. No waiver of any breach of this Agreement shall be construed as a waiver of any subsequent breach. This Agreement shall be construed and interpreted according to the laws of the State of North Carolina. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof or of the 1987 Agreement or the 2007 Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

EXHIBIT A

Percentages and amounts of treated water allocated to each Member from the first phase 12 MGD from the Water Treatment Plant

		Firm Allocation
Greensboro	53.08%	6.37 MGD
High Point	19.00%	2.28 MGD
Randleman	8.33%	1.00 MGD
Randolph County	10.42%	1.25 MGD
Jamestown	3.33%	0.40 MGD
Archdale	5.83%	0.70 MGD
	100.00%	12.00 MGD

EXHIBIT B

Revenue Bond Debt Service Percentages

Greensboro	0.0%
High Point	0.0%
Randolph County	64.21%
Randleman	6.72%
Jamestown	7.64%
Archdale	21.43%
	100.00%

EXHIBIT C

Ultimate Percentages of Ownership

	Ownership	Total Allocation
Greensboro	53.1%	25.50 MGD
High Point	19.0%	9.10 MGD
Randolph County	18.2%	8.75 MGD
Archdale	5.1%	2.45 MGD
Jamestown	2.5%	1.20 MGD
Randleman	2.1%	1.00 MGD
	100.00%	48.00 MGD

EXHIBIT D

Amounts of treated water allocated to each Member from the Expansion

	Total Expansion Allocation	Expansion Firm Allocation (25%)	Excess Allocation
	MGD	MGD	MGD
Greensboro	1.46	0.366	1.1
High Point	0	0	0
Randleman	0	0	0
Randolph County	0	0	0
Jamestown	0.375	0.094	0.281
Archdale	0.859	0.215	0.644
Total	2.7	0.675	2.025

EXHIBIT E

Capital cost percentage responsibilities for Members with respect to the Expansion

	Expansion Capital Expense Responsibility
Greensboro	54.30%
High Point	0%
Randleman	0%
Randolph County	0%
Jamestown	13.89%
Archdale	31.81%
Total	100%

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and attested by their properly authorized officials and their seals affixed, all on the ____ day of _____, 2016.

PIEDMONT TRIAD REGIONAL WATER AUTHORITY

By: _____
Chairman

ATTEST:

_____
Secretary

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

_____ 6-28-16
Finance Officer, Piedmont Triad Regional Water Authority

[Signature page – Amended and Restated Joint Governmental Agreement]

CITY OF ARCHDALE

ATTEST:

Susan J Swaim
Clerk

By: Burt Lance-Stone
Mayor

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Lori Nurse 6-29-16
Finance Officer, City of Archdale

[Signature page – Amended and Restated Joint Governmental Agreement]

8468940v7 13165.00012

CITY OF GREENSBORO

ATTEST:

Angela Reed

Clerk

Deputy

By: Nancy Vaughan

Mayor

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

R. L. Lusk 8-4-2016

Finance Officer, City of Greensboro

[Signature page – Amended and Restated Joint Governmental Agreement]

8468940v7 13165.00012

CITY OF HIGH POINT

ATTEST:

Clerk

By: _____
Mayor

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

7/20/2016

Finance Officer, City of High Point

[Signature page – Amended and Restated Joint Governmental Agreement]

8468940v7 13165.00012

ATTEST:

Clerk

TOWN OF JAMESTOWN

By: _____
Mayor

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

_____
Finance Officer, Town of Jamestown

[Signature page – Amended and Restated Joint Governmental Agreement]

CITY OF RANDLEMAN
SEAL
NORTH CAROLINA

CITY OF RANDLEMAN

ATTEST:

Clerk

By:
Mayor

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Finance Officer, City of Randleman

[Signature page – Amended and Restated Joint Governmental Agreement]

COUNTY OF RANDOLPH

ATTEST:

Amanda Varner

Clerk to the Board

By: Darrell L. Frye

Chairman

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Finance Officer, County of Randolph

[Signature page – Amended and Restated Joint Governmental Agreement]

CITY OF HIGH POINT
AGENDA ITEM

Title: Sole Source Contract -15 kV Pad Mount Protective Switches

From: Garey S. Edwards, Electric Utilities Director

Meeting Date: July 18, 2016

Public Hearing: N/A

Advertising Date / Advertised By: N/A

Attachments:

PURPOSE:
To provide underground pad mount protective switches for the North Main project and to use as automatic transfer switches.

BACKGROUND:
In the past four to five years, the City has requested bids for underground switches from up to six different suppliers. Trayer has been the only responsive bidder. For various reasons, other competitors have declined to bid.

The Electric Department is recommending the sole source purchase from Trayer as the price they have quoted is the same price they have quoted since 2013. A secondary consequence is that we have several of these units presently on the system and this would aid in some standardization of switching within the City.

BUDGET IMPACT:
Funds are included in the 2016-17 budget to cover this expense.

RECOMMENDATION / ACTION REQUESTED:
City Council is requested (1) approve an exemption to the bid laws under the sole source qualification for standardization and (2) approve the purchase of four (4) switches from **Trayer Engineering** for the total amount of **$206,119.00** and authorize the appropriate city official to execute all necessary documents.

BK: R 7835
PG: 1496-1498
RECORDED:
07-20-2016
08:47:49 AM
BY: MARY MORGAN
DEPUTY-HP

2016038527
GUILFORD COUNTY, NC
JEFF L. THIGPEN
REGISTER OF DEEDS

NC FEE $26.00
NO TAXABLE
CONSIDERATION

Drawn by: JoAnne L. Carlyle, City Attorney PIU CHP
Return to: Dept. of Planning and Development, P.O. Box 230, High Point, N.C. 27261

NORTH CAROLINA,

GUILFORD COUNTY. DEED OF RELEASE OF EASEMENT

NTC

THIS DEED OF RELEASE OF EASEMENT, made and entered into this 18 day of July, 2016 by and between the CITY OF HIGH POINT, a municipal corporation (P.O. Box 230, High Point, NC 27261) existing under the laws of the State of North Carolina, hereinafter referred to as GRANTOR, and 13812 SOUTH FIGUEROA, LLC. (13812 South Figueroa Street, Los Angeles, CA 90061) hereinafter referred to as GRANTEE;

WITNESSETH:

WHEREAS, GRANTOR, in consideration of the conditions set forth below and the further sum of one One Dollar ($1.00), the receipt of which is hereby acknowledged, hereby grants, quitclaims, and releases forever to GRANTEE, its successors and assigns, whatever right, title, and interest of the GRANTOR exists in that certain 15 foot easement for overhead utility lines as described in Deed Book 3843 Page 2087-2091, Guilford County Registry.

Description of the easement shown on Exhibit A.

GRANTEE(S) for themselves and their successors in interest, hereby forever and completely release and waive any claim or right of action against GRANTEE, its agents and employees, and indemnify and hold harmless Grantee and its agents and employees

from any claim or action arising out of the existence or current or future condition of the easement area described above.

IN WITNESS WHEREOF, the GRANTOR has caused this deed to be signed in its name by its duly authorized officers, the day and year first above written.

CITY OF HIGH POINT

By: William S. Bencini, Jr.

William S. Bencini, Jr., Mayor

ATTEST:

Lisa B. Vierling

Lisa B. Vierling
City Clerk

NORTH CAROLINA
Guilford COUNTY

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

Witness my hand and official seal this the 20th day of July, 2016

My commission Expires: 11/18/2020

Cynthia C Duncan-Smith
Notary Public

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

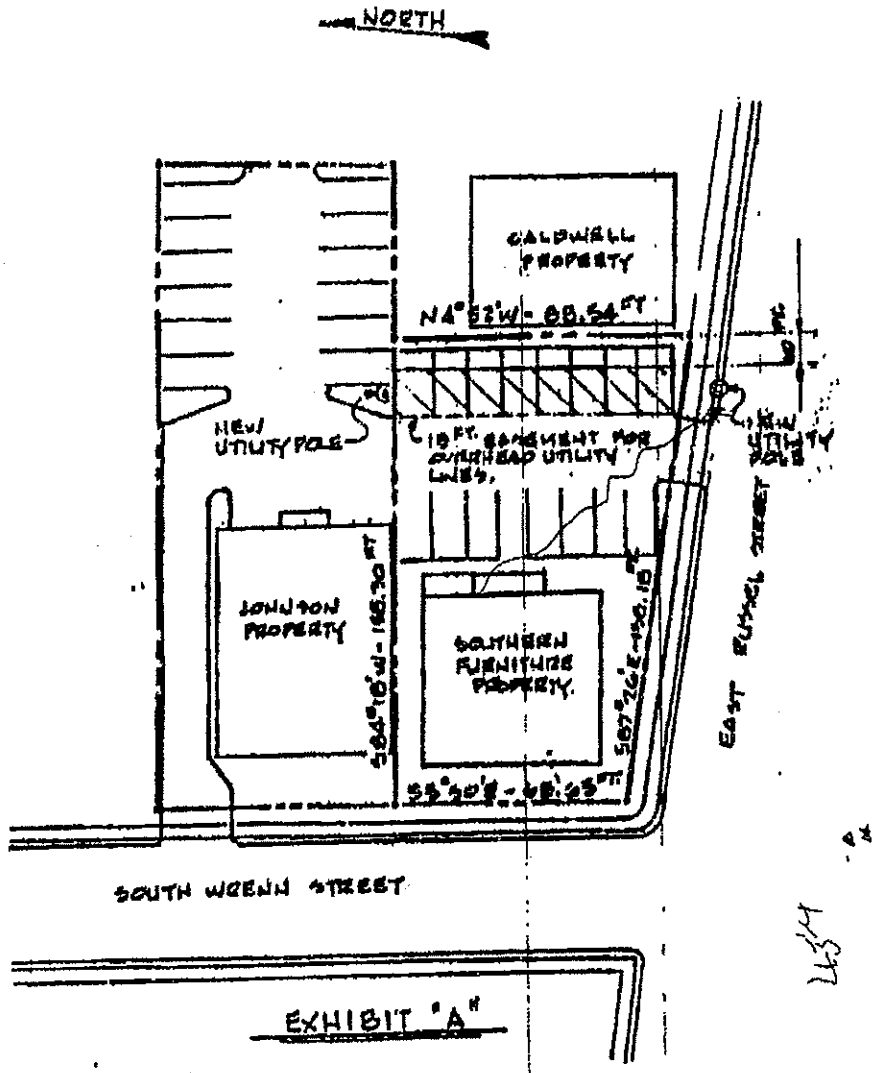


EXHIBIT "A"

This map is not a certified survey and has not been reviewed by a local governmental agency for compliance with any applicable land development regulations.

CITY OF HIGH POINT
AGENDA ITEM

Title: ElectriCities Joint Purchasing Agreement

From: Garey S. Edwards, Electric Utilities Director

Meeting Date: July 18, 2016

Public Hearing: N/A

Advertising Date / Advertised By: N/A

Attachments: ElectriCities Joint Purchasing Agreement

PURPOSE:
This program allows Cities to group together so that they can purchase stock items and services for economy of scale.

BACKGROUND:
In the past, this program has allowed Cities to bid as a large quantity, usually resulting in lower pricing. Typically, ElectriCities will notify participating Cities for their items to include in the bid, formulate the document and then opens bids through the City of Rocky Mount's purchasing Department.

We typically participate in the following areas with ElectriCities:

- Wood pole purchases
- Tree trimming
- Substation maintenance
- Pole inspections

BUDGET IMPACT:
Funds are included in the 2016-17 budget to cover these expenses.

RECOMMENDATION / ACTION REQUESTED:
City Council is requested to approve ElectriCities Joint Purchasing agreement for the period of three (3) years.

MEMBER COOPERATIVE BID AGREEMENT
FOR JOINT PURCHASING OF
UTILITY MATERIALS, SUPPLIES AND EQUIPMENT

THIS IS A MEMBER COOPERATIVE BID AGREEMENT made effective the_____ day of _____, 2016, among the North Carolina municipalities and other local political subdivisions, authorities, and agencies of local government being parties signatory to this Agreement either originally or by counterpart executed from time to time (referred to herein individually as a **"Participating Member"** and collectively as the **"Participating Members")** and ELECTRICITIES OF NORTH CAROLINA, INC., a joint municipal assistance agency ("ElectriCities").

RECITALS

A. Each Participating Member desires to purchase various materials, supplies and items of equipment for use in the operation of its electric utility system (referred to herein collectively as (**"Utility Equipment"**) during the 2017-2020 calendar years; and desires to jointly advertise and receive bids for fixed prices on those items of Utility Equipment to obtain the lowest price reasonably available to them.

B. Pursuant to §160A-460 et seq. of the General Statutes of North Carolina, the Participating Members desire to join in this Agreement for the purpose of jointly advertising for and receiving bids for one or more vendors to provide a fixed price or prices to supply various items or category of items of Utility Equipment as may be desired by two or more of Participating Members, to identify the lowest responsive and responsible bidder(s) for each item or category of items, to award a fixed price contract and establish a process whereby each of the Participating Members may issue purchase orders against such fixed price contracts as specified in the bid documents, and to have ElectriCities provide administrative assistance to the Participating Members in the bid and award process and in the administration of the contracts, all in conformity with the requirements of North Carolina General Statute § 143-129 and other relevant public procurement laws.

COVENANTS

NOW, THEREFORE, the parties hereto agree as follows:

1. Scope of Member Cooperation. The Participating Members associate themselves under this Agreement for the purpose of proceeding jointly in the competitive procurement of various items of categories of Utility Equipment. As set forth below, the Participating Members, with the administrative assistance of ElectriCities, shall prepare the appropriate bid materials, place required advertisements, receive bids, determine the lowest responsive and responsible bidder(s) (the **"Vendor(s)"**), award a fixed price contract and establish a process whereby each of the Participating Members desiring to participate in a joint bid may issue purchase orders against such contracts directly to the Vendor(s). The Participating

Members acknowledge and agree that this Agreement is for the purpose of interlocal cooperation under North Carolina General Statute §160A-460 et seq. and not as a partnership or joint venture. No Participating Member shall have the power or right to bind or act on behalf of any other Participating Member except as expressly set forth in this Agreement. Neither this Agreement, nor the fixed price contract contained in the bid documents, shall be considered a requirements contract, and a Participating Member will have no obligation to a Vendor under or in connection with the same until and only if the Participating Member issues a purchase order as specified in the bid documents against the fixed price contract to that Vendor. The fixed price contract shall provide that by issuing a purchase order as specified in the fixed price contract to a Vendor for a particular item, the Participating Member will be covenanting not to purchase that item, and that item only, from a source other than the successful Vendor for the term of the fixed price contract. Except as set forth in the preceding sentence, nothing herein shall preclude a Participating Member from purchasing any item or category of Utility Equipment from any source or under any procedures it deems appropriate, in its sole and absolute discretion.

2. Term. The term of this Agreement shall commence on the date hereof and shall end on December 31, 2020.

3. Participation of ElectriCities. Pursuant to this Agreement, the Participating Members have requested that ElectriCities assist them in the administration of the joint bid process and to exercise each other and further powers as may be reasonably necessary to administer the joint fixed price contract as deemed in the best interest of the Participating Members. Except as provided in Section 7 below, the Participating Members shall jointly and severally release, indemnify, defend and hold harmless ElectriCities, and its officers, directors, commissioners, officials, employees and agents, from and against any and all loss, liabilities, claims, damages, fines, penalties, clean-up costs and other pollution related items, costs, fees (including reasonable attorney's fees) and expenses related thereto (referred to herein collectively as "Damages"), resulting or arising out of the services to be provided hereunder by ElectriCities, including, without limitation, those resulting or arising out of the acts or omissions.(negligent or otherwise) of ElectriCities or its officers, directors, commissioners, officials, employees or agents, except those resulting solely from their gross negligence or willful misconduct.

4. Appointment of an Acting Member. By joining in the execution of this Agreement, each Participating Member hereby authorizes the City of Rocky Mount (Rocky Mount"), or such other Participating Member as shall be designated as provided below, to act on its behalf under this Agreement pursuant to North Carolina General Statute §160A-460 et seq. At any time and from time to time, Rocky Mount or a majority of the Participating Members may designate a Participating Member other than Rocky Mount to perform the tasks of Rocky Mount for one or more of the joint bids to be made pursuant to this Agreement. Hereinafter Rocky Mount and the other Participating Member(s), if any are designated as herein provided, shall be referred to as the **"Acting Member"** in connection with each joint bid.

a. Powers and Duties. With the assistance of ElectriCities, the Acting Member, or its delegees under North Carolina General Statute §143-129(a), shall have the following powers and duties:

(i) To canvass or otherwise determine what items or categories of Utility Equipment are desired by the Participating Members, and for which of those items or categories bidding under this Agreement might be advisable,

(ii) To prepare a joint invitation for bids for each item or category of Utility Equipment to be jointly bid hereunder, with appropriate terms and specifications, together with a joint advertisement consistent with the public bid laws, and with the joint purchase approach contemplated by this Agreement. In carrying out this duty, the Acting Member shall observe the following requirements:

(1) The bid documents shall clearly state:

(a) That upon award, the Vendor agrees to enter into the fixed price contract included in the bid documents within the time period set forth in the bid documents, which period shall not exceed thirty (30) days, and to comply with all purchase orders, if any, issued by a Participating Member;

(b) That no contract enforceable against any Participating Member is formed until that Participating Member accepts the fixed price contract and issues its individual purchase order as specified in the bid documents to the Vendor and that the Participating Member's liability to the successful Vendor shall exist solely pursuant to, and only to the extent of, its individual purchase orders.

(2) The right shall be reserved to make multiple awards when it appears in the best interest of the Participating Members. The joint advertisement shall be placed in newspapers having general circulation or any other media permitted in the then current North Carolina General Statutes addressing public bidding and advertisement, and otherwise qualified to advertise legal notices, in each Participating Member desiring to participate in a joint bid.

(3) The location for the receipt and opening of the public bids shall be the offices of ElectriCities in Raleigh, North Carolina, or such other location as shall be designated by the Acting Member.

(iii) To examine the bids to identify all bids complying with the terms and specifications of the invitation for bids, and to tabulate all complying bids, identifying the lowest responsive and responsible bidder or bidders, taking into consideration matters permitted by law and deemed appropriate by the Acting Member; to cause the tabulation and the identification of the lowest responsive and responsible bidder(s) to be transmitted by ElectriCities to each Participating Member, or its delegees under North Carolina General Statute §143-129(a); thereafter, unless otherwise instructed by a majority of the Participating Members desiring to participate in a joint bid, or unless good cause appears to the Acting Member to either recall the tabulation due to error or to reject all bids and cancel the procurement (notification of which decisions shall be transmitted to each Participating Member), to cause a notice to be sent to the lowest and best responsive and responsible Vendor on behalf of all Participating Members

desiring to participate in a joint bid together with a fixed price contract form to be executed as set forth in the bid documents;

(iv) to execute fixed price contracts on behalf of the Participating Members desiring to participate in a joint bid and to cause the transmittal of copies of each such contract to each Participating Member desiring to participate in a joint bid, or its delegees under North Carolina General Statute § 143-129(a); and

(v) to exercise such other and further powers as may be reasonably necessary to administer the joint fixed price contracts or as otherwise consistent with the public procurement procedures of the Acting Member.

b. Hold Harmless. Each of the Participating Members, other than the Acting Member; hereby jointly and severally agrees, to the fullest extent permitted by law, to release, indemnify, defend and hold harmless the Acting Member, and its officers, councilmen, officials, employees and agents, from and against any and all Damages resulting or arising out of acts or omissions (negligent or otherwise) of the Acting Member, or its officers, councilmen, officials, employees or agents as the Acting Member, except those resulting solely from their gross negligence or willful misconduct, including without limitation, the Acting Member's execution of the Fixed price Contract on behalf of the Participating Members. ElectriCities and the Participating Members agree that the provisions of this paragraph 4(b) shall apply separately to each joint bid conducted pursuant to this Agreement and that the "Acting Member" may be different for one or more joint bids and that this paragraph shall be interpreted and applied accordingly.

5. Purchase Orders. Each Participating Member or its delegees under North Carolina General Statute §143-1 29(a), shall be responsible for preparing and executing its own purchase order or orders for each item or category of items of Utility Equipment it desires to purchase pursuant to this Agreement, if any, which purchase orders shall not be inconsistent with the bid documents used in this cooperative bidding. Each purchase order shall provide that the Participating Member shall be solely liable for obligations to the party shown as Vendor on the purchase order and shall permit each Participating Member, at its option, to waive bonding requirements as provided in the North Carolina General Statutes.

6. Administration of Purchase Contracts. Each Participating Member shall be solely responsible for the administration and enforcement of its respective purchase orders, if any, and to see that the party shown as Vendor on the purchase order fulfills its obligation to that Participating Member. Each Participating Member will notify ElectriCities as soon as is practicable of any problems or disputes with a vendor, and ElectriCities shall use its good faith efforts to assist the Participating Member in its efforts to resolve the problem or dispute. Each Participating Member hereby agrees, to the fullest extent permitted by law, to release, indemnify, defend and hold harmless the other Participating Members, and their respective officers, councilmen, officials, employees and agents, from and against any and all Damages arising or resulting from that Participating Member issuing a purchase order in connection with a joint bid conducted pursuant to this Agreement.

7. Costs and Expenses. ElectriCities shall bear the administrative costs and expenses of activities it participates in pursuant to this Agreement, including the costs of placing all joint legal advertisements in connection with the public bid. Costs may be recovered as agreed upon between ElectriCities and the Participating Members.

8. Assignment. To the extent allowed by applicable law, no Participating Member may assign this Agreement or any of its rights or obligations hereunder without the prior consent of all the other Participating Members.

9. Notice. Except as provided in Section 4.a. hereof, all notices and other communications authorized or required hereunder shall be in writing and shall be deemed given when hand delivered, upon confirmation of receipt of facsimile transfer or three (3) days after being sent by certified mail, return receipt requested, postage prepaid, to ElectriCities and the Participating Members at the last address of each as on record at ElectriCities, or such other address or addresses as a Participating Member hereto may hereafter designate by notice to the other parties hereto given in the manner provided for notices hereunder:

ElectriCities of North Carolina, Inc.
Procurement Specialist
Post Office Box 29513
Raleigh, NC 27626-0513
Facsimile Number: (919) 715-6055

10. Counterparts. This Agreement may be executed in two or more counterparts or through the use of counterpart signature pages. The signature of any party on any counterpart signature page, even if executed after the date of this Agreement, shall be deemed to be a signature to, and may be appended to, a counterpart of this Agreement. All such counterparts and counterpart pages shall be deemed an original and all of which shall together constitute one and the same instrument binding on all parties to this Agreement, notwithstanding that all parties may not have executed all counterparts or the same counterpart, or that counterpart signature pages have been executed after the date of this Agreement and appended to a counterpart of this Agreement. A Participating Member may only directly participate in fixed price contracts jointly bid pursuant to this Agreement where the newspaper notice for that joint bid is published for the first time after the counterpart signature page for that Participating Member is received by ElectriCities. However, nothing herein shall preclude a Participating Member from utilizing Section 143-129(g) of the North Carolina General Statutes or other rights it may have in connection with a joint bid made pursuant to this Agreement to fulfill its public procurement requirements.

11. Entire Agreement. This Agreement constitutes the entire agreement among ElectriCities and the Participating Members with respect to the subject matter described herein, and this Agreement may not be modified except by a writing executed by all the Participating Members. The exhibit and counterpart signature pages attached hereto from time to time are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement in the manner prescribed by law, to be effective the day and year first above written.

ELECTRICITIES OF NORTH CAROLINA, INC.

By: _____
Roy Jones
Chief Executive Officer

CITY of ROCKY MOUNT
(as a Participating Member and as Acting Member)
By: _____

Mayor

ATTEST:

Clerk
[SEAL]

SEPARATE ADDITIONAL SIGNATURE PAGE
FOR PARTICIPATING MEMBER

MEMBER COOPERATIVE BID AGREEMENT
FOR JOINT PURCHASING OF
UTILITY MATERIALS, SUPPLIES AND EQUIPMENT

_____
Participating Member

By: _____

_____
[Printed Name]

Title: _____

ATTEST:

_____
Clerk
[SEAL]

CITY OF HIGH POINT
AGENDA ITEM

Title: PTRWA Amended Joint Governmental Agreement

From: Terry L. Houk, Public Service Director

Meeting Date: July 18, 2016

Public Hearing: N/A

Advertising Date : N/A

Attachments:

Advertised By: N/A

PURPOSE:
The Piedmont Triad Regional Water Authority has submitted an amended joint governmental agreement between the water authority and member governments for approval. The Public Services Department and Legal department have reviewed the document and have no concerns with the format.

BACKGROUND: The agreement has been revised to address three main areas:

1. Cleaned up and clarified language to accurately reflect the way billing and payments are being handled. The revised language is consistent with how these items have been handled since construction of the water treatment plant and should help with clarity as personnel involvement with the agreement changes over time.
2. Added additional language to cover the current expansion/rerating and the fact that expansions over and above the original 12 MGD water treatment plant will be at a 25% take or pay amount. (High Point is not a participant in the expansion)
3. Updated to reflect the fact that the City of Archdale and Randolph County have agreed to the sale of 500,000 gallons of raw water capacity.

BUDGET IMPACT:
No impact to the budget.

RECOMMENDATION / ACTION REQUESTED:
The Public Services Department recommends and asks the Council to authorize the execution of this agreement.

2016 Report on High Point Region Real Estate Market & Association's Social Responsibility

By: Laurie Edwards, 2016 President
High Point Regional Association of REALTORS®

HPRAR
High Point Regional Association of REALTORS®

1830 Eastchester Drive
High Point, NC 27265
(336) 889-8181
http://hprar.org

"Many folks see real estate as one of the region's main economic engines. If that is true then things look very optimistic"!

2016 Report to City Council

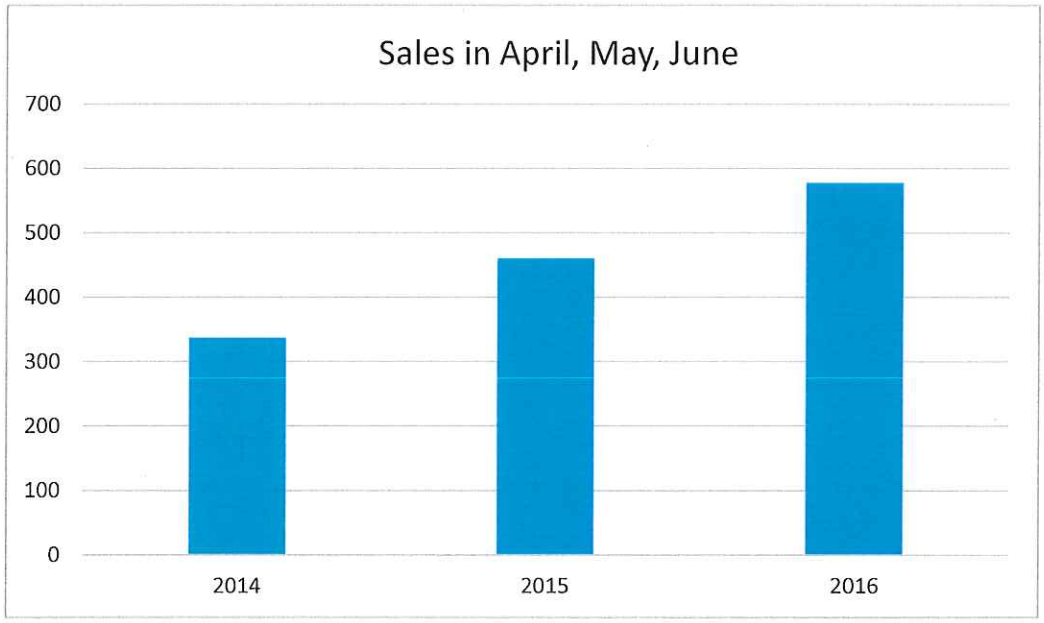
On High Point Region

Real Estate Market + Social Responsibility Programs

My name is Laurie Edwards and I am the President of the High Point Regional Association of REALTORS® for 2016. We have about 525 members engaged in residential and commercial brokerage, property management, appraising for others, home inspecting, and other allied specialty groups. We are in our 93rd year of honoring our traditions, governing documents, guiding principles and tenants we hold dear. There are 6 towns and parts of 4 counties in our market namely Archdale + Trinity in Randolph County, Thomasville in Davidson, High Point + Jamestown in Guilford, and Kernersville in Forsyth County.

If there ever was a time and place to be optimistic and enthusiastic about our region's real estate market it is here and now. In recent times 2016 provides the best opportunity to think of real estate as a good long term investment. After a 4-5 year slowdown.....actually a recession, the market we experienced in 2013 was the best in 6 years. Then sales the next year were improved, better still in 2015, and sales in the 3 late spring months of 2016 outpaced those of the same period last year by 25%.

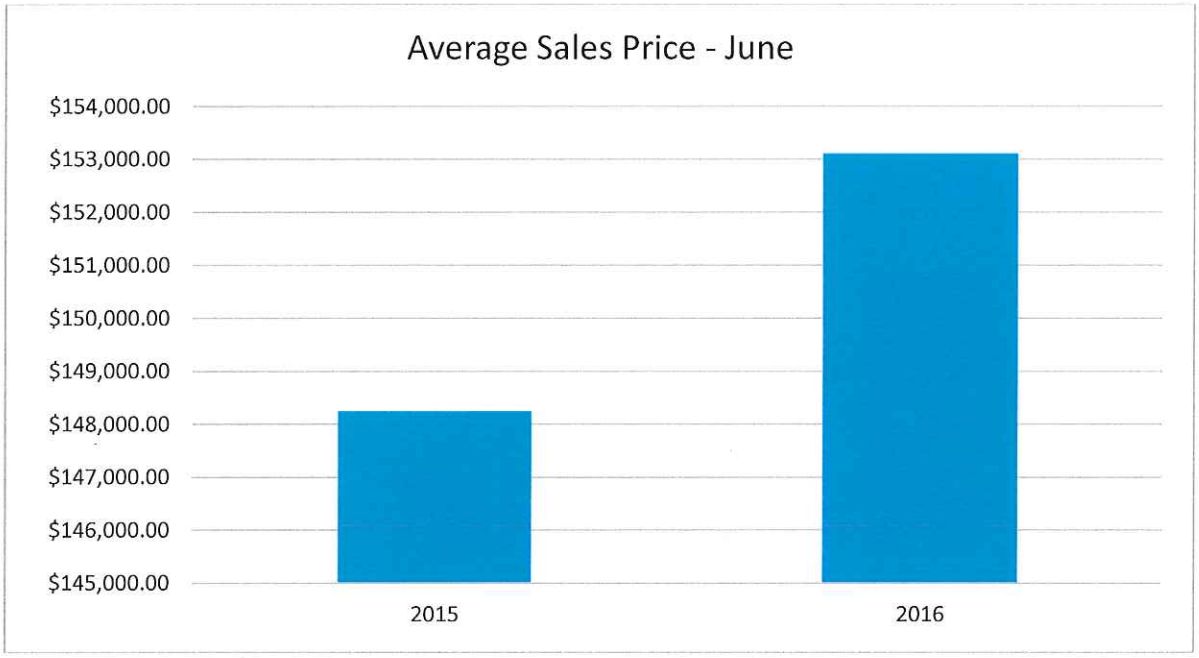
A graphic illustration of sales in April, May, and June for each of the past 3 years (traditional beginning of the selling season) shows just how significant the improvement has been: 2014 = 337, 2015 =461, 2016 = 578



These figures translate to increases of 37% between 2014 + 2015, 25% between 2015 + 2016, and a whopping 72% between 2014 + 2016.

High Point is a product of slow, steady, and sustainable growth. This as opposed to "flash in the pan" artificially accelerated development, which can lead to a dramatic, tumultuous, and rapid decrease in values as was seen in many parts of the country during the recession.

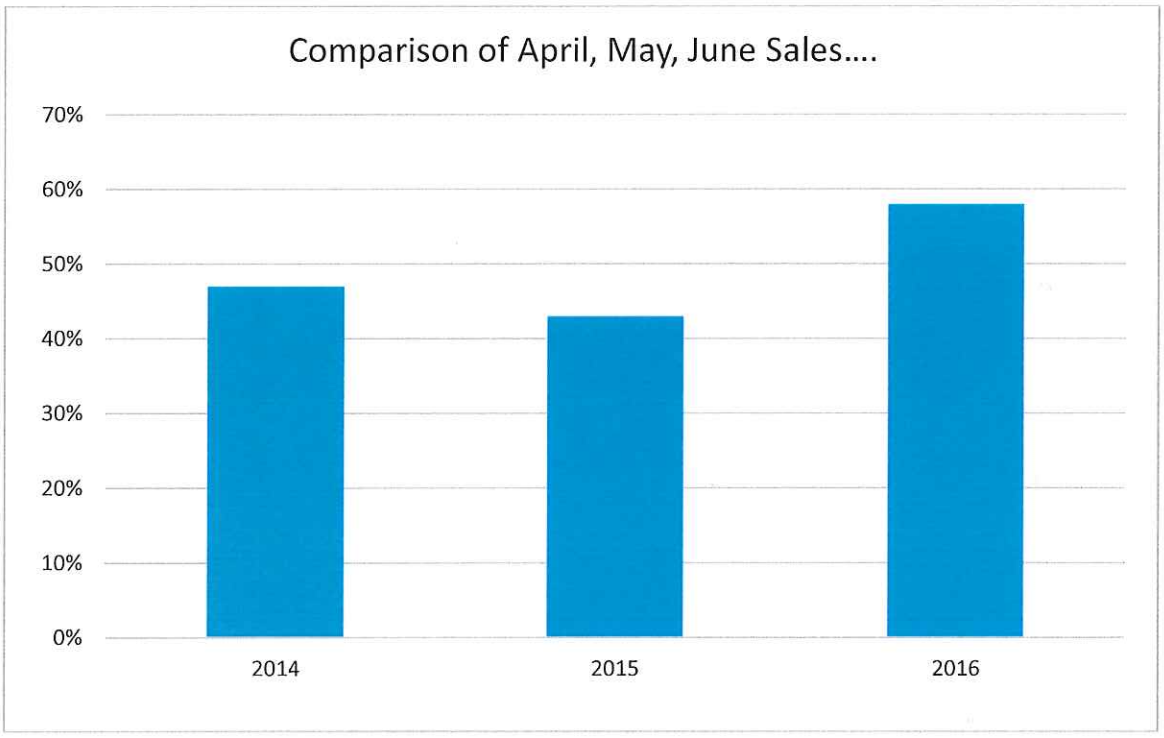
We've now moved well beyond a 15-20% decrease in house values between 2008 (start of the downturn) and 2013 (start of the uptick). A comparison of average sales price for April, May, and June periods (start of selling season) for 2016 versus 2015 bear this out: 2016 = $153,112 vs. 2015 = $148,252



Prices might not see the rapid, almost artificial escalation of the early to mid-2000s, but sooner or later we'll return to market conditions where we see a modest, but healthy yearly appreciation for any housing investment. It is hard to attach a number to this until the economy stabilizes more. Unless the bottom falls out there will be a period of stability and appreciation.

A national trend which has not yet found its way to our region is young people choosing to live downtown close to jobs, transportation, and night life. This probably will take a while to take hold in our area. It is interesting to note that High Point is making a conscious effort for this to happen sooner rather than later. Gratifying that the REALTOR® Association is involved in this effort.

Now let's turn attention to another market indicator.....days on market. Our comparison will be based on the percentage of the market moving within 60 days. Again using the traditional 3 months period (April, May, June) we find:
2016 = 58%, 2015 = 43%, 2014 = 47%



There is still strong pent up demand for new household formations. Because of our recession many extended families had to live together. And even though the recession is "officially over" its effects linger and there is still a significant amount of 'group living'. With the economy continuing its healing process many once in a group living arrangement are seeking independence and living on their own is a step in the right direction.

Some of these are choosing the rental life style. Some people prefer the flexibility that renting offers. A factor in the housing market today are property management occupancy/vacancy rates. These are important for several reasons:

- Housing must be available immediately when a company is relocating to our region. This calls for collaboration and cooperation between the Economic Development Corp. and the REALTOR® Association.
- A healthy real estate market should be able to give those wanting to form their household a choice between purchasing and renting.
- Today's average occupancy rate in the region is 95%-98%, the highest it has been in years.
- Also, rentals for corporate executives now has its own term "executive rentals". High dollar properties that don't sell as quickly as the owner expects are prime candidates for an executive rentals database. Within our REALTOR® Family that is being discussed and promoted.

Comments About Commercial Market

The commercial market is experiencing its traditional slowdown because of the July, and pre-school August vacation period. Also world-wide economic concerns have a ripple effect on what happens in the High Point Region.

In general the commercial real estate market is resurgent. It is following the expected cycle of lagging behind the residential market by 15-18 months. High Point still has an overall soft office market and the industrial and warehouse market has cooled off slightly from the hottest period in recent memory, but is still strong. Retail seems to be picking up and right now seems to have good energy.

One downside……because of limited inventory of industrial buildings of all sizes it is getting increasingly difficult to find "specific properties". On the other end of the spectrum, there seems to be more and more re-development of blighted properties because of a shortage of available retail space.

New businesses are being aggressively and successfully recruited into the area and in general the economic market is on the upswing.

Housing's Economic Impact

A formula developed by the National Association of REALTORS® says that based on the number sales since our 2015 Report to you:

- We have created the need and opportunity for more than 850 new jobs……
- Over time the region will realize 70-85 Million in capital infusion, primarily through increased tax base and real estate related services.

A caveat is that the lingering effects of the recession has resulted in a delay over seeing these.

Predictions for a Healthy Real Estate Market

- Sales will remain strong for at least 3-4 years because of pent up demand for household formation due to young adults trying to become independent now after having to live with parents as a result of the recession. In this area sales in '16 are significantly outpacing those of '15.
- The rental market will remain strong because some folks prefer the relative flexibility of the rental life style. They need life style choices. Look for rents to rise.
- There will be a healthy growth in home prices and sales. We're experiencing both in this region and at a faster pace than in 2015. Additional appreciation will depend on the ups and downs of current economic conditions, with an overall reduction in home buyer affordability as a result of Fed tightening. Many predictors forecast 4.8% in 2016 and another 3.5% in 2017.
- Despite the recent record lows, mortgage rates will likely be volatile in 2016. The 30 year fixed rate will end 2016 sixty (60) basis points higher than today's level.

- In 2016 builders will likely shift to a more affordable product to cater to entry level buyers. In addition, access to credit is improving enough to make first-time buyer segment more attractive to builders.
- There is and will continue to be strong movement towards this becoming a seller's market because:
    - Increasing mortgage rates
    - Slowly increasing inventory
    - Increasing prices

Social + Civic Responsibility

The REALTOR® Association recognizes and is committed to responsibly fulfilling our corporate civic and social responsibility. We strive to be a good corporate citizen. We gladly accept the accountability we have to our members' communities for the social, ethical, and principled effects of our programming.

In order to claim the title of 'Voice for Real Estate in this Market' we dedicate resources to identify partnerships and alliances that allow us to join forces with business, legislative, and education communities to find solutions to real estate related challenges.

Average is out. Excellence means relevance to those that cross your path. In our initiatives for 2016 and beyond we are committing to credible and relevant involvement in identifying and spearheading growth opportunities. Some of our Annual REALTOR® Family activities include:

- Blood Drives.
- Food Drive – shared collections with 5 towns in our market.
- Members and community donate non-perishable items for care packages to send to our troops overseas. This is the 4th consecutive year for this award winning program.
- Host 200-300 area youth to an afternoon of America's Traditional Pastime.....baseball! This is a once in a lifetime treat for many.

- Our Young Professionals Network started a program of collecting used cell phones which are sold and the proceeds are used to purchase phone cards so our soldiers overseas can call home.
- Scholarships to:
    a. Leadership High Point (Chamber of Commerce)
    b. Central Carolina Regional Leadership Academy
    c. North Carolina REALTORS®' Leadership Academy

  with the goal of equipping REALTORS® for excellent leadership, both for REALTOR® Associations and also for leadership within all the communities in our regional market.
- Working with Superintendents of Education, area principals, Housing Authority and Association members through our Education Summit program to:
    - Develop a Financial Literacy Module.
    - Identify, coordinate and promote resource sharing to make timely, accurate and easily accessible information.
    - Identify other areas of cooperation, collaboration and involvement.
- Leverage the REALTOR® Seat on the Housing Coalition to maximize stakeholder participation in planning and promoting the Affordable Fair Housing Program.
- Fill a seat on the Human Relations Commission and bring to the table the interactions of 450 REALTORS® and 75 Allied members.
- Participate actively as a stakeholder representing the REALTOR® Family on City Committees dealing with:
    - Theatre Complex
    - Library Grounds
    - Certified Retirement Location Designation

<u>And</u>

Several things of special note:

- Sponsorship within Public Library Makeover – focused on outdoor staging and amphitheater.
- REALTOR® Safety Initiative – major thrust involving agent safety and company safety procedures, aimed at keeping our REALTOR® Family safe.
- Honorary Director Program – bringing in business, legislative and education leaders periodically to keep our Directors updated on area events and where/how our assistance is most needed.
- Say Yes to Education – REALTORS® promoting homeowner advocacy at its finest.
- In concert with High Point Convention + Visitors' Bureau developed REALRTOR® Family Certification Program.
- Used clothing drive – collections to support those most in need.
- For the latter part of 2016 and beyond our initiatives include:
    - Forming a consortium to address Millennial Housing
    - In partnership with the N.C. Dept. of Veteran Affairs creating services for local returning veterans.
    - Multi-faceted, multi-discipline support for High Point Boys + Girls club.
    - Making a dent in affordable housing issue via:
        - Spearhead coalition to build Habitat House.
        - Coordinate support for Housing Coalition's Affordable Housing Bus Tour.

In closing, let me thank you for your time and attention. I think we can all appreciate this wonderful economic news of our greatly improved real estate market and its financial impact and some of our quality of life priorities. A strong prediction is that employment and, in fact, America's labor force continues to grow, which will add to consumers' wallets and allow them to purchase their first house or upgrade to a newer, larger one.

We appreciate and support your sacrifice and leadership as you deal with the fast-paced change all around us. We pledge to do everything in our power to advocate for all cities within our REALTOR® Association market and to partner with each City as is applicable.

HPRAR
High Point Regional Association of REALTORS®

REALTORS® Commercial Alliance
REALTOR® *High Point Regional Association of REALTORS®, Inc.*

CITY OF HIGH POINT
AGENDA ITEM

Title: Knuckleboom Truck

From: Gary Smith, Fleet Director

Public Hearing: N/A

Attachments: Bid Recommendation

Meeting Date: July 18, 2016
Advertising Date / N/A
Advertised By: N/A

PURPOSE:
The Solid Waste Division of Public Services has a 2006 Freightliner knuckleboom loader in need of replacement due to age and hours. Amick Equipment has a used 2014 International with a Petersen TL-3 knuckleboom loader and is being recommended for council approval.

BACKGROUND:
The Solid Waste Division is currently using a 2006 Freightliner knuckle boom loader with over 150,000 miles. The maintenance costs on the existing loader have steadily increased over the past couple of years and a major repair to the turntable is needed now. These trucks are used for bulk refuse collection, appliances, storm debris, etc. A new truck with similar equipment is over $150,000. The proposed used truck is a 2014 International with a knuckleboom loader that has 17,433 miles. Price includes the truck, manuals, 12 month factory warranty, and delivery. Estimated delivery is less than 30 days.

BUDGET IMPACT:
Funds are available in 2016-17 budget

RECOMMENDATION / ACTION REQUESTED:
The Fleet Services Department recommends purchasing a used 2014 International with a Petersen TL-3 knuckleboom loader from Amick Equipment. Recommendation also includes declaring the old truck as surplus and disposing through the online auction process.

NORTH CAROLINA'S INTERNATIONAL CITY

FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL

DEPARTMENT: Fleet Services

COUNCIL AGENDA DATE: July 18, 2016

BID NO.: | CONTRACT NO.: | DATE OPENED:

DESCRIPTION:

Used 2014 International truck with a Petersen TL-3 Knuckleboom Loader

PURPOSE:

The Solid Waste Division is currently using a 2006 Freightliner knuckle boom loader with over 150,000 miles. The maintenance costs on the existing loader have steadily increased over the past couple of years and a major repair to the turntable is needed now. These trucks are used for bulk refuse collection.

COMMENTS:

The price of $110,000 is for the truck, manuals, remaining factory warranty, and delivery.

RECOMMEND AWARD TO: Amick Equipment AMOUNT: $110,000

JUSTIFICATION:

A new truck with similar equipment is over $150,000. The price of $110,000 is for the truck, manuals, remaining factory warranty, and delivery.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
501271	532401			$110,000
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: Gary L. Smith Digitally signed by Gary L. Smith Date: 2016.07.06 16:40:13 -04'00' DATE: Jul 6, 2016

The Purchasing Division concurs with recommendation submitted by the Fleet Services and recommends award to the lowest responsible, responsive bidder Amick Equipment in the amount of $ 110,000.00.

PURCHASING MANAGER: Erik Conti Digitally signed by Erik Conti DN: cn=Erik Conti, o, ou, email=erik.conti@highpointnc.gov, c=US Date: 2016.07.07 10:27:07 -04'00' DATE: Jul 7, 2016

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: Jeffrey A. Moore Digitally signed by Jeffrey A. Moore DN: cn=Jeffrey A. Moore, o=City of High Point, NC, ou=Financial Services Director, email=jeff.moore@highpointnc.gov, c=US Date: 2016.07.08 10:42:11 -04'00' DATE: Jul 8, 2016

CITY MANAGER: Greg Demko Digitally signed by Greg Demko DN: cn=Greg Demko, o=High Point, ou=High Point, email=greg.demko@highpointnc.gov, c=US Date: 2016.07.08 14:10:21 -04'00' DATE: Jul 8, 2016

CITY OF HIGH POINT
AGENDA ITEM

Title: Urban State Match Resolution

From: Mark McDonald

Meeting Date: July 18, 2016

Public Hearing: N/A

Advertising Date / Advertised By: N/A

Attachments: Transportation Program Resolution for Urban State Match

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PURPOSE:
The attached resolution allows the City to apply for urban state match program funding in the amount of $700,000 and if awarded then enter into an agreement with the NC Department of Transportation for the funding.

BACKGROUND:
The Federal Transit Administration has awarded the City of High Point $5.6 million for the purchase of fourteen (14) new buses. This funding from the NC Department of Transportation would represent half of the required 20% non-federal match for the purchase.

BUDGET IMPACT:
The purchase of the buses was funded in the FY2015-2016 budget. Funding from the urban match program would represent 10% of the cost of the vehicles and associated parts and equipment thereby sharing the non-federal share with the city.

RECOMMENDATION / ACTION REQUESTED:
Staff recommends adopting the resolution to apply for and if awarded enter authorize the appropriate city official to execute all documents necessary to enter into an agreement with the NC Department of Transportation for $700,000 in urban match funding toward the purchase of the buses.

TRANSPORTATION PROGRAM RESOLUTION

Urban State Match
FY 2016 and FY 2017 RESOLUTION

Applicant seeking permission to apply for the Urban State Match Program funding, enters into agreement with the North Carolina Department of Transportation, provide the necessary assurances and the required local match.

A motion was made by (*Board Member's Name*) _____ and seconded by (*Board Member's Name or N/A, if not required*) _____ for the adoption of the following resolution, and upon being put to a vote was duly adopted.

WHEREAS, Article 2B of Chapter 136 of the North Carolina General Statutes and the Governor of North Carolina have designated the North Carolina Department of Transportation (NCDOT) as the agency responsible for administering federal and state public transportation funds; and

WHEREAS, the North Carolina Department of Transportation (NCDOT) receives funds from the North Carolina General Assembly to provide assistance for Small Urban Public Transportation Projects; and

WHEREAS, the purpose of these transportation funds is to provide state match to purchase fourteen (14) 35 ft. diesel buses to replace fourteen (14) of the buses in the current fleet that will meet useful life by August 2016. All new buses will meet ADA requirements for accessibility and surveillance systems will be installed (interior and exterior cameras) on each replacement vehicle.

WHEREAS, (*Legal Name of Applicant*) _____ hereby assures and certifies that it will provide the required local matching funds; that its staff has the technical capacity to implement and manage the project, prepare required reports, obtain required training, attend meetings and conferences; and agrees to comply with the federal and state statutes, regulations, executive orders, Section 5333 (b) Warranty, and all administrative requirements related to the applications made to and grants received from the Federal Transit Administration, as well as the provisions of Section 1001 of Title 18, U. S. C.

NOW, THEREFORE, be it resolved that the (*Authorized Official's Title*)***** _____ of (*Name of Applicant's Governing Body*) _____ is hereby authorized to submit a grant application for state funding, make the necessary assurances and certifications and be empowered to enter into an agreement with the NCDOT to provide urban public transportation services.

I (*Certifying Official's Name*)***** _____ (*Certifying Official's Title*) _____ do hereby certify that the above is a true and correct copy of an excerpt from the minutes of a meeting of the (*Name of Applicant's Governing Board*) _____ duly held on the _____ day of _____, _____.

_____
Signature of Certifying Official

Note that the authorized official, certifying official, and notary public should be three separate individuals.

Seal Subscribed and sworn to me (*date*) _____

_____
Notary Public *****

_____

_____
Printed Name and Address

My commission expires (*date*) _____

Affix Notary Seal Here

CITY OF HIGH POINT
AGENDA ITEM

Title: Side Loading Refuse Trucks

From: Gary Smith, Fleet Director

Public Hearing: N/A

Attachments: Formal Bid Recommendation form

Meeting Date: July 18, 2016
Advertising Date / N/A
Advertised By: N/A

PURPOSE:
The Solid Waste Division of Public Services has three side loading refuse trucks in need of replacement due to age and hours. Using a piggyback purchase from the City of Greensboro, three 2016 Peterbilt trucks with New Way Side Loading Refuse bodies are being recommended for council approval.

BACKGROUND:
The Solid Waste Division is currently using three 2007 Autocar trucks with the Labrie side loading bodies that 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 this will give them four 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 $245,744 is for one truck, body installation, and delivery. Estimated delivery is 90-120 days. Total cost is $737,232 for three.

BUDGET IMPACT:
Funds are available in 2016-17 budget

RECOMMENDATION / ACTION REQUESTED:
The Fleet Services Department recommends purchasing the three Peterbilt trucks with New Way side loading refuse bodies from Piedmont Peterbilt and retaining the existing three trucks as spares. Recommendation also includes declaring the old trucks 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 18, 2016

BID NO.: 7866 CONTRACT NO.: 12-15 Sideloaders DATE OPENED: Aug 11, 2015

DESCRIPTION:

2016 Peterbilt with New Way 31 yard Side Loading Refuse Body

PURPOSE:

The Solid Waste Division is currently using three 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 $245,744 is for one truck, side loading refuse body installation, and delivery. Total cost for three is $737,232. Estimated delivery is 90-120 days.

RECOMMEND AWARD TO: Piedmont Peterbilt AMOUNT: $737,232

JUSTIFICATION:

This purchase will restore the department to two front line trucks and a spare to have while their trucks are being serviced and repaired The Peterbilt truck with New Way Front Loading refuse body is similar to the one they are currently using and will meet their needs.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
501271	532401			$737,232
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD: Gary L. Smith Digitally signed by Gary L. Smith Date: 2016.07.06 13:24:11 -04'00' DATE: Jul 6, 2016

The Purchasing Division concurs with recommendation submitted by the Fleet Services and recommends award to the lowest responsible, responsive bidder Piedmont Peterbilt in the amount of $ 737,232.00.

PURCHASING MANAGER: Erik Conti Digitally signed by Erik Conti DN: cn=Erik Conti, o, ou, email=erik.conti@highpointnc.gov, c=US Date: 2016.07.07 11:05:41 -04'00' DATE: Jul 7, 2016

Approved for Submission to Council
FINANCIAL SERVICES DIRECTOR: Jeffrey A. Moore Digitally signed by Jeffrey A. Moore DN: cn=Jeffrey A. Moore, o=City of High Point, NC, ou=Financial Services Director, email=jeff.moore@highpointnc.gov, c=US Date: 2016.07.08 10:51:15 -04'00' DATE: Jul 8, 2016

CITY MANAGER: Greg Demko Digitally signed by Greg Demko DN: cn=Greg Demko, o=High Point, ou=High Point, email=greg.demko@highpointnc.gov, c=US Date: 2016.07.08 16:54:17 -04'00' DATE: Jul 8, 2016

CITY OF HIGH POINT
AGENDA ITEM

Title: Ordinance Amendment – Title 5 Article C

From: Randy E. McCaslin, Deputy City Manager

Meeting Date: July 18, 2016

Public Hearing: N/A

Advertising Date / Advertised By: N/A

Attachments: Proposed Ordinance Amendment

PURPOSE:
An amendment is needed to increase the amount of the fine for parking a "commercial" vehicle on City streets.

BACKGROUND:
The current fine for parking a "commercial" vehicle on City streets is $5.00. This provides little or no incentive to comply with the ordinance.

BUDGET IMPACT:
Extremely minimal.

RECOMMENDATION *I* ACTION REQUESTED:
The City Manager's Office and the Police Department recommends to the City Council that the fine for this violation be increased to $50.00.

AN ORDINANCE AMENDING SECTION 5-1-41 (a) OF TITLE 5, CHAPTER 1, ARTICLE C, OF THE CITY OF HIGH POINT CODE OF ORDINANCES

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of High Point that Section 5-1-41 (a) of Title 5, Chapter 1, Article C – Parking Violations of the Code of Ordinances of the city of High Point is amended as follows:

Sec. 5-1-41 - Civil penalty.

(a) Except for handicapped vehicle parking and violations of section 10-1-156, for each violation as set forth in section 5-1-3 there shall be a fixed civil penalty charge in the amount of $~~5.00~~50.00. For unlawful parking in a restricted handicapped space, there shall be a fixed civil penalty charge in the amount of $100.00. For unlawful parking pursuant to section 10-1-156 in an area dividing a street into two (2) or more sections, there shall be a fixed civil penalty charge in the amount of $50.00. When the owner of a vehicle, or his agent, makes proper payment of a parking ticket within seven (7) days following the date of issuance of the ticket, the obligation thereunto shall be discharged. If such charge has not been paid within the seven-day period as herein set out, the parking violation shall be deemed to be delinquent and subject to the additional penalties provided for in subsection (b). The parking violation shall have stated thereon that payment is due within seven (7) days from date of issue to avoid an additional penalty of $50.00 and court costs.

Adopted this the 18th day of July, 2016.

_____
Mayor William S. Bencini, Jr.

_____
Lisa B. Vierling, City Clerk

CITY OF HIGH POINT
AGENDA ITEM

Title: **MPO Agreement - Use of Planning (PL) funds for Planning Activities**

From: Mark McDonald, Transportation Director

Meeting Date: Monday July 18, 2016

Public Hearing: No

Advertising Date: NA
Advertised By: NA

Attachments: Municipal Agreement

PURPOSE:
Consideration of an Agreement with the North Carolina Department of Transportation (NCDOT) for the use of Planning (PL) funds for transportation planning activities.

BACKGROUND:
The City of High Point is designated as the Lead Planning Agency for the High Point Urban Area Metropolitan Planning Organization (HPMPO). As such, NCDOT has agreed to administer the disbursement of Planning (PL) funds from the Federal Highway Administration (FHWA) to the HPMPO. High Point, on behalf of the policy board of the HPMPO, has agreed to participate in certain costs and assume certain responsibilities as the Lead Planning Agency for the HPMPO.

BUDGET IMPACT:
The City of High Point includes funding for MPO planning activities in its annual budget and is reimbursed through NCDOT per this agreement. The budget for FY 2016-17 is $580,000, including $464,000 in Federal funds. Local participation is $79,000 (about 13.5%), which is shared by High Point and the other member agencies (Archdale, Denton, Jamestown, Lexington, Thomasville, Trinity, Wallburg, and the counties of Davidson, Guilford, Randolph, and Forsyth). NCDOT also contributes approximately $37,000 (6.5%).

RECOMMENDATION / ACTION REQUESTED:
This agreement is updated periodically. The current term is effective from July 1, 2016 and will be up for renewal in 2021. The Transportation Department recommends approval of the agreement and appreciates City Council's consideration of this request.

NORTH CAROLINA

GUILFORD COUNTY

MPO Agreement – Use of Planning (PL) funds for Planning Activities

DATE: 6/6/2016

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

AND

WBS Elements: 44509.1.12

FEDERAL-AID NUMBER PL-00PL(58)

CITY OF HIGH POINT

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, Title 23 United States Code, Section 134 – Metropolitan Transportation Planning, subsection (a) and subsection (c) requires each Metropolitan Planning Organization (MPO) to develop a comprehensive transportation plan in cooperation with the State and in accordance with Title 23 USC, Section 134 and any subsequent amendments to that statute, and any implementing regulations; and Chapter 136, Article 3A, Section 136-66.2(a) of the General Statutes of North Carolina (NCGS); and,

WHEREAS, the Municipality has been designated as the Lead Planning Agency for the High Point Urban Area Planning Organization (MPO) to be responsible for carrying out the provisions of Title 23 USC, Section 134; and,

WHEREAS, Title 23 United States Code, Section 104(b)(5) allows for the apportionment of highway funds for metropolitan planning purposes, otherwise known as Planning (PL) funds; and,

WHEREAS, the Department has agreed to administer the disbursement of PL funds on behalf of FHWA to the MPO, as determined by a distribution formula approved by the Department;

WHEREAS, the work performed by the MPO will be in accordance with an approved annual work program and in accordance with the provisions set out in this Agreement; and,

WHEREAS, the Municipality, on behalf of the policy board of the MPO, has agreed to participate in certain costs and to assume certain responsibilities in the manner and to the extent 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. GENERAL PROVISIONS

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT

All parties to this Agreement, including contractors, subcontractors, and subsequent workforces, associated with any work under the terms of this Agreement shall provide reports as required by the Federal Funding Accountability and Transparency Act (FFATA) for this Project.

AGREEMENT MODIFICATIONS

Any modification to scope, funding, responsibilities, or time frame will be agreed upon by all parties by means of a Supplemental Agreement.

LOCAL PUBLIC AGENCY TO PERFORM ALL WORK

The Municipality shall be responsible for administering all work performed and for certifying to the Department that all terms set forth in this Agreement are met and adhered to by the MPO and/or its contractors and agents. The Department will provide technical oversight to guide the MPO. The Department must approve any assignment or transfer of the responsibilities of the Municipality set forth in this Agreement to other parties or entities.

PERSON IN RESPONSIBLE CHARGE

The Municipality shall designate a person or persons to be in responsible charge of the Project. The person, or persons, shall be expected to:

- Administer governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;

- Maintain knowledge of day to day project operations and safety issues;
- Make or participate in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
- Visit and review the project in accordance with the project scope and scale;
- Review financial processes, transactions and documentation to reduce the likelihood of fraud, waste, and abuse;
- Direct project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation; and
- Be aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all stages of the project.

The person in responsible charge must be a full-time employee of the Municipality, but the duties may be split among several employees, if necessary.

COMPLIANCE WITH STATE/FEDERAL POLICY

The Municipality, and/or its agent, including all contractors, subcontractors, or sub-recipients shall comply with all applicable Federal and State policies and procedures, stated both in this Agreement and in the Department's guidelines and procedures, including the Transportation Planning Branch's (TPB) procedures for administering the MPO planning process.

FAILURE TO COMPLY - CONSEQUENCES

Failure on the part of the Municipality to comply with any of the provisions of this Agreement will be grounds for the Department to terminate participation in the costs of the Project and, if applicable, seek repayment of any reimbursed funds.

2. SCOPE OF PROJECT

The Municipality serving as the Lead Planning Agency on behalf of the MPO and the Department, shall, in cooperation with other participating agencies, perform the planning work as required by Title 23 United States Code, Section 134, in conformance with any related legislation or approved directives, procedures, agreements, plans, or programs, for the purposes established in them. The work to be accomplished in a specific fiscal year shall be the work that is identified in the

annual Unified Planning Work Program (UPWP) prepared by the MPO and approved by the policy board of the MPO, the Department, and FHWA.

3. FUNDING

Subject to compliance by the Municipality with the provisions set forth in this Agreement and the availability of federal funds, the Department shall participate in eighty percent of eligible costs related to the MPO's carrying out the UPWP. The Municipality shall provide the non-federal match.

Funding will be provided on an annual basis per the approved UPWP and commensurate with Federal-aid allocations and the distribution approved by the Department. The Department will notify the MPO of the allocated funding on an annual basis.

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, during any phase of the delivery of the Project, shall reduce the funding available to the Municipality under this Agreement. The Department will utilize the MPO's Federal-aid allocation towards the costs related to review and oversight of this Project, including, but not limited to review and approval of plans, environmental documents, contract proposals, engineering estimates, construction engineering and inspection oversight, and other items as needed to ensure the Municipality's appropriate compliance with state and federal regulations. For these costs only, the Department will provide the non-federal match.

4. AGREEMENT PERIOD OF PERFORMANCE

This Agreement will become effective on July 1, 2016 and will remain in effect for five years, or until the funding is no longer available, or until such time as the Agreement is terminated by the parties hereto, as indicated in Provision 10, Termination of Agreement.

5. FUNDING AUTHORIZATION

Upon approval of the UPWP, the Department will authorize the annual funding and provide the Municipality with a notice to proceed. Any work performed, or contracts executed, prior to receipt of written authorization to proceed will be ineligible for reimbursement. Reimbursements will occur as spelled out in the MPO Administrative procedures manual.

6. PROCUREMENT OF MATERIALS AND SERVICES

PROCUREMENT POLICY

When procuring professional services, the Municipality must adhere to the following, as applicable:

- Title 2 Code of Federal Regulations Part 200.318;
- Title 23 of the Code of Federal Regulations, Part 172;
- Title 40 United States Code, Chapter 11, Section 1101-1104;
- NCGS 143-64, Parts 31 and 32;
- TPB's *Procurement of Consultant Services by MPO* procedure;
- The Department's *Small Professional Service Firm (SPSF) Program Guidelines*;
- The Department's *Policies and Procedures for Major Professional or Specialized Services Contracts* for contracts valued at or above $50k; and,
- The Department's *Local Programs Management Handbook* for professional service contracts valued under $50k.

Said policies and standards are incorporated in this Agreement by reference at www.fhwa.dot.gov/legsregs/legislat.html and www.ncleg.net/gascripts/Statutes/Statutes.asp.

- The Municipality shall ensure that a qualified firm is obtained through an equitable selection process, and that prescribed work is properly accomplished in a timely manner and at a just and reasonable cost.
- All Professional Services Firms shall be pre-qualified by the Department in the Work Codes advertised.
- A pre-negotiation audit will be conducted by the Department's External Audit Branch. The Municipality shall not execute a consultant contract until the Department's review has been completed.

7. PROGRAM DELIVERY

The Municipality and the Department shall perform the planning work as required in conformance with any related legislation or approved directives, procedures, agreements, plans, or programs for the purposes established in them. The work to be accomplished in a specific fiscal year shall be that work identified in the UPWP approved by the MPO, the Department and FHWA**.**

a) The Department will allocate to the Municipality, on behalf of the MPO, its share of the Section 104(d) planning funds in accordance with the formula approved by the Department.

b) The Municipality, on behalf of the MPO, will utilize its share of the Section 104(d) planning funds and required matching funds for carrying out provisions of Title 23, United States Code, Section 134, and related planning requirements.

c) The provisions of all existing directives, procedures, agreements, plans, or programs related to Title 23, United States Code, Section 134, or any subsequent interpretation or revisions of the above by FHWA shall apply in the performance of all work under this Agreement.

d) All work shall be performed in accordance with the Department's procedures and guidelines. Said documentation shall be submitted to the Department for review and approval, where applicable. The Municipality, on behalf of the MPO, shall be responsible for preparing and filing with all proper agencies the appropriate planning documents, including notices and applications required. The Municipality, on behalf of the MPO, shall advertise and conduct any required public hearings.

8. REIMBURSEMENT

REIMBURSEMENT GUIDANCE

The Municipality shall adhere to applicable administrative requirements of Title 2 Code of Federal Regulations, Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." Reimbursement to the Municipality shall be subject to the policies and procedures contained in Title 23 Code of Federal Regulations, Part 140 and Part 172 which is being incorporated into this Agreement by reference at www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm. Reimbursement to the Municiplaity shall be subject to the guidance contained in Title 2 Code of Federal Regulations, Part 170 (http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf) and Office of Management and Budget (OMB) "Federal Funding Accountability and Transparency Act" (FFATA). Said reimbursement

shall also be subject to the Department being reimbursed by the Federal Highway Administration and subject to compliance by the Municipality, with all applicable federal policy and procedures.

REIMBURSEMENT LIMITS

- **WORK PERFORMED BEFORE NOTIFICATION**

  Any costs incurred by the Municipality prior to written notification by the Department to proceed with the work shall not be eligible for reimbursement.

- **NO REIMBURSEMENT IN EXCESS OF APPROVED FUNDING**

  At no time shall the Department reimburse the Municipality costs that exceed the total funding per this Agreement, any Supplemental Agreements or the approved annual UPWP.

- **UNSUBSTANTIATED COSTS**

  The Municipality agrees that it shall bear all costs for which it is unable to substantiate actual costs or any costs that have been deemed unallowable by the Federal Highway Administration and/or the Department's Financial Management Division.

BILLING THE DEPARTMENT

- **PROCEDURE**

  The Municipality may bill the Department for eligible Project costs in accordance with the Department's guidelines and procedures. Proper supporting documentation shall accompany each invoice as may be required by the Department. By submittal of each invoice, the Municipality certifies that it has adhered to all applicable state and federal laws and regulations as set forth in this Agreement. The Municipality shall bill the Department quarterly. All invoices must be submitted and processed for payment as specified in TPB's *MPO Administration – Process MPO Invoices* procedure.

- **INTERNAL APPROVALS**

  Reimbursement to the Municipality shall be made upon approval of the invoice by the Department's Financial Management Division.

9. REPORTING REQUIREMENTS AND RECORDS RETENTION

PROJECT EVALUATION REPORTS

The Municipality is responsible for submitting quarterly and final reports as specified in the TPB's *MPO Administration – Process MPO Invoices* procedure, currently located at https://connect.ncdot.gov/projects/planning/TransPlanManuals/Process%20MPO_invoices.pdf.

PROJECT RECORDS

The Municipality and its agents shall maintain all books, documents, papers, accounting records, Project records and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Municipality shall make such materials available at its office and shall require its agent to make such materials available at its office at all reasonable times during the contract period, and for five (5) years from the date of payment of the final voucher by the Federal Highway Administration, for inspection and audit by the Department's Financial Management Section, the Federal Highway Administration, or any authorized representatives of the Federal Government.

10. TERMINATION OF AGREEMENT

If the Municipality decides to terminate the Agreement without the concurrence of the Department, the Municipality shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the Agreement.

The Agreement may be terminated by either party by giving 30 days written notice to the other party prior to the date of termination. If the Municipality and the Department mutually decide to terminate the Agreement, the costs expended to date by the Municipality will be reimbursed with the available funding.

If the Department terminates the Agreement for cause, then the Municipality may be liable for reimbursement of expended funds.

11. OTHER PROVISIONS

REFERENCES

It will be the responsibility of the Municipality to follow the current and/or most recent edition of references, websites, specifications, standards, guidelines, recommendations, regulations and/or general statutes, as stated in this Agreement.

INDEMNIFICATION OF DEPARTMENT

The Municipality agrees to indemnify and hold harmless the Department, FHWA and the State of North Carolina, to the extent allowed by law, for any and all claim for payment, damages and/or liabilities of any nature, asserted against the Department in connection with this Project. The Department shall not be responsible for any damages or claims, which may be initiated by third parties.

DEBARMENT POLICY

It is the policy of the Department not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, the Municipality certifies that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Agency or Department and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

TITLE VI - CIVIL RIGHTS ACT OF 1964

The Municipality shall comply with Title VI of the Civil Rights Act of 1964, (Title 49 CFR, Subtitle A, Part 21). Title VI prohibits discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

OTHER AGREEMENTS

The Municipality is solely responsible for all agreements, contracts, and work orders entered into or issued by the Municipality for this Project. The Department is not responsible for any expenses or obligations incurred for the Project except those specifically eligible for Surface

Transportation Program funds and obligations as approved by the Department under the terms of this Agreement.

AVAILABILITY OF FUNDS

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.

IMPROPER USE OF FUNDS

Where either the Department or the FHWA determines that the funds paid to the Municipality for this Project are not used in accordance with the terms of this Agreement, the Department will bill the Municipality.

AUDITS

In accordance with OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations" (http://www.whitehouse.gov/omb/circulars_default) and the Federal Single Audit Act Amendments of 1996, the Municipality shall arrange for an annual independent financial and compliance audit of its fiscal operations. The Municipality shall furnish the Department with a copy of the annual independent audit report within thirty (30) days of completion of the report, but not later than nine (9) months after the Municipality's fiscal year ends.

REIMBURSEMENT BY MUNICIPALITY

For all monies due the Department as referenced in this Agreement, reimbursement shall be made by the Municipality to the Department within sixty (60) days of receiving an invoice. A late payment penalty and interest shall be charged on any unpaid balance due in accordance with NCGS 147-86.23.

USE OF POWELL BILL FUNDS

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.

ENTIRE AGREEMENT

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.

AUTHORIZATION TO EXECUTE

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.

FACSIMILE SIGNATURES

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.

GIFT BAN

By Executive Order 24, issued by Governor Perdue, and NCGS 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).

IRAN DIVESTMENT ACT

Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-55 et seq. requires that each vendor, prior to contracting with the State, certify that the contracting party meets the requirements of the Iran Disinvestment Act. The State Treasurer's Final Divestment List can be

found on the State Treasurer's website at the address www.nctreasurer.com/Iran and will be updated every 180 days.

By execution of this Agreement each Party certifies that neither it nor its Agents or Contactors/Subcontractors 1) are on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran; 2) shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and 3) that the undersigned are authorized by the Parties to make this Certification.

During the term of this Agreement, should the Parties receive information that a person is in violation of the Act as stated above, the Department will offer the person an opportunity to respond and the Department will take action as appropriate and provided for by law, rule, or contract. Should this Act be voided by NC General Statute, this Agreement will remain valid; however this certification will no longer be required.

12. SUNSET PROVISION

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.

IT IS UNDERSTOOD AND AGREED that the approval of the Project by the Department is subject to the conditions of this Agreement, and that no expenditures of funds on the part of the Department will be made until the terms of this Agreement have been complied with on the part of the Municipality.

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 of the _____(governing body) 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: _____
(CHIEF ENGINEER)

DATE: _____

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

CITY OF HIGH POINT
AGENDA ITEM

Title: **Roadside Historic Marker Request** (High Point Museum)

From: Lee Burnette, Planning & Development Director

Meeting Date: July 18, 2016

Public Hearing: No

Advertising Date: NA

Advertised By: NA

Attachments:
A. Historic Preservation Commission Recommendation
B. Location Maps of Proposed Markers
C. Proposed Text of Markers (High Point Speedway and Tri-City Speedway)

PURPOSE:
A request by the High Point Museum to place roadside historic markers recognizing the High Point Speedway at the southwest corner of the intersection of Johnson Street and Scarlett Drive and Tri-City Speedway at the southeast corner of Skeet Club Road and Lumsden Lane in the public right-of-way.

BACKGROUND:
On January 16, 2016 City Council adopted a Historic Marker Policy that provides guidelines and criteria to facilitate the selection and placement of City of High Point Roadside Historic Markers. This policy was revised on June 6, 2016. The Historic Preservation Commission was designated by the Historic Marker Policy to review and evaluate all proposed roadside historic markers prior to consideration by City Council. This roadside historic marker request by the High Point Museum is the second request under the city's new roadside historic marker policy.

BUDGET IMPACT:
In accordance with the City Council adopted policy, the city does not budget annually for markers, but may fund or assist with the funding of markers. The city may accept and utilize funds for markers from organizations, private individuals, or other government entities.

RECOMMENDATION / ACTION REQUESTED:
On May 11, 2016, the Historic Preservation Commission recommended approval of the High Point Museum's request for roadside historic markers for the High Point and Tri-City Speedways by a vote of 7-0.

HISTORIC PRESERVATION COMMISSION RECOMMENDATION

High Point Museum Roadside Historic Marker Request

At its May 11, 2016 meeting, the Historic Preservation Commission reviewed a request for roadside historic markers for High Point Speedway and Tri-City Speedway. Seven members of the Commission were present. Mr. David Fencl, Senior Planner, presented the request and recommended approval of the request as outlined in the staff report.

Speaking in favor of the marker request on behalf of the applicant was Edith Brady, Museum Director and Bill Blair, whose family was involved in the development of Tri-City Speedway. No one spoke in opposition to the marker request.

The Historic Preservation Commission determined that the proposed markers meet the minimum evaluation criteria of the Historic Marker Policy which includes the site or event being at least 50 years old, that there are no current markers, public or private currently recognizing the site or event within the City of High Point, and that the location of the proposed markers is within the corporate limits of the City of High Point. The Historic Preservation Commission also determined that the proposed markers will be consistent in appearance with several existing city markers (black with silver letters with the city seal positioned at the top in the arch) and recommended approval of the roadside historic marker request, as recommended by staff, by a vote of 7-0.

Proposed Text on Markers:

HIGH POINT SPEEDWAY

Opened on October 20, 1940, this one-mile dirt oval track that featured a tunnel entrance was built by the Baity brothers. First race was an AAA sanctioned Indy big car race followed by three stock car races. Track was closed due to WWII. Notable drivers Bill France, Fonty Flock, Bill Blair, Jimmy Lewallen and Lloyd Seay raced here. Track was located 50 yards west.

TRI-CITY SPEEDWAY

Opened in 1947, this ½ milered dirt track was built by brothers, Bill & Bob Blair. It hosted two NASCAR Grand National races. Herb Thomas won in 1953, and Lee Petty won in 1954. Notable drivers were Fireball Roberts, Flock Brothers, Myers Brothers, Ned Jarrett, Bill Blair, Jimmie Lewallen and Marshall Teague. Last stock car race was 1957. Track located 1/8 mile south.

Proposed Historical Marker Locations

- High Point Speedway
- Tri City Speedway

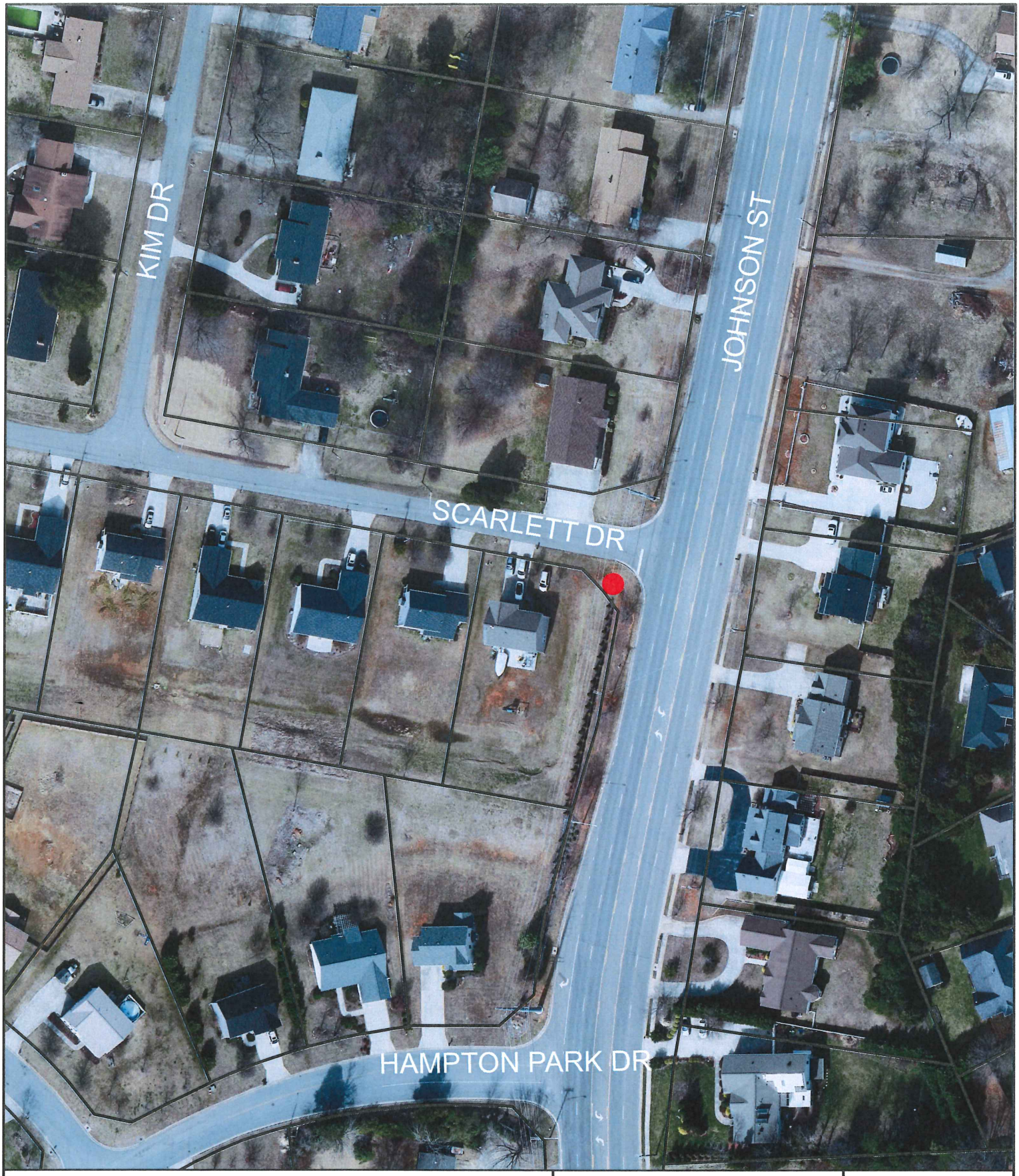
City of High Point Aerial Photograph - 1959

City of High Point
Museum

Date: April 19, 2016

N

Scale: 1"=400'



Proposed Historical Marker Locations

- High Point Speedway
- Tri City Speedway

City of High Point Aerial Photograph - 2014

City of High Point
Museum

Date: April 19, 2016

N

Scale: 1"=100'

Proposed Historical Marker Locations

- High Point Speedway
- Tri City Speedway

City of High Point Aerial Photograph - 2014

City of High Point
Museum

Date: April 19, 2016

N

Scale: 1"=100'

HIGH POINT CITY COUNCIL
REGULAR MEETING
COUNCIL CHAMBERS – HIGH POINT MUNICIPAL BUILDING
JUNE 20, 2016 – 5:30 P.M.

ROLL CALL, PRAYER, AND PLEDGE OF ALLEGIANCE

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

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

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

Absent (3): *Latimer Alexander (At-Large); Alyce Hill (Ward 3), Jay Wagner (Ward 4),*

RECOGNITIONS AND PRESENTATIONS

Mayor Bencini announced that in the last few months, our downtown development effort formerly known as The City Project has transformed into Forward High Point. He took a moment to recognize three leaders of The City Project, leaders ho laid the foundation that we continue to build upon, leaders who helped to create the vision for projects such as the improvements that are now underway at the Library.

At this time he recognized Tom Terrell, Aaron Clinard and Richard Wood and asked them to come forward and summarized their service as Chairman of The City Project as follows:

Tom Terrell (August 2008 - June 2009)

- Laid foundational groundwork for The City Project (registration as a nonprofit and corresponding legal documents, committees, etc....)
- Led effort to prioritize/establish focus areas and framework for organization efforts
- Organized first field trip to Greenville, SC
- Participated in the committee to develop retail incentives

Aaron Clinard (June 2009 - June 2013)

- Implemented plans, projects and was always thinking of new ideas and ways to foster core city development
- Led effort to bring festivals/events to the Core City (The Ilderton Beach Blast, Washington Street Fall Festival, Uptowne Holiday Stroll, SoSi Festival, and Uptowne Market
- Developed and promoted "High Point Heroes", downtown wayfinding signs, intersection improvements at Main/Lexington, sidewalk dining and A-frame policy changes
- Advocated for the facade grant program and a companion program to offer design renderings

DRAFT

- Led efforts to gain over $2 million in outside funding to complement city funds for events and projects
- In partnership with Richard Wood, led effort to raise over $400,000 in private funding to hire Andres Duany
- Led campaign to create the Library Civic Plaza

Richard Wood (June 2013 - 2016)

- Eager to try new ideas and push innovation
- Under Richard's leadership, plans were developed for the Library improvements, the Pit design and a study for the dieting of Main Street
- Brought in Joe Minicozzi, Chuck Marohn to talk about economics of redevelopment, hired Mr. Minicozzi to look at economic benefits in High Point of redevelopment
- The first competition for a business to use and locate in the Train Depot
- Whistestop Concert Series

Mayor Bencini then presented plaques containing the City Seal on the left and The City Project logo on the right with the following inscriptions to Mr. Terrell, Mr. Clinard and Mr. Wood.

Presented to Tom Terrell
in Appreciation of Service to the City as
City Project Chairman 2008 - 2009
Presented June 20, 2016

Presented to Aaron Clinard
in Appreciation of Service to the City as
City Project Chairman 2009 - 2013
Presented June 20, 2016

Presented to Richard Wood
in Appreciation of Service to the City as
City Project Chairman 2013 - 2016
Presented June 20, 2016

Mayor Bencini personally thanked them for recognizing the need for making High Point a livable and most prosperous place.

Following the presentations, the Mayor, City Council, staff and those in the audience applauded them for their efforts.

REGULAR AGENDA ITEMS

FINANCE COMMITTEE - *Council Member J. Davis, Chair*
Committee Members: C. Davis, Hill and Alexander
(Hill and Alexander were absent)

160171 **Contract - Bid No. 60 - Russell Street Substation Equipment**
Council is requested to award contract for Bid No. 60 in the amount of $143,670.00 for the purchase of equipment to upgrade the Russell Street Substation.

Garey Edwards, Director of Electric Utilities, reported that they are currently redoing the Russell Street substation, going from 69 kV to 100 kV and there were some 30-40 year old breakers that were causing problems. This would help in monitoring and provide better service.

Approved contract with Siemans Industry, Inc. in the amount of $143,670.00 for the upgrade of the Russell Street Substation.

A motion was made by Council Member J. Davis, seconded by Council Member C. Davis, that this contract be approved. The motion carried by the following 6-0 vote:

Aye (6): Council Member Williams, Council Member Ewing, Mayor Pro Tem Golden, Mayor Bencini, Council Member C. Davis, and Council Member J. Davis

Absent (3): Council Member Hill, Council Member Wagner, and Council Member Alexander

160172 **Contract - Bid No. 65 - Ward Water Treatment Plant Safety Improvements**

Council is requested to award contract for Bid No. 65 to T.A. Loving Company in the amount of $483,000 to address safety issues at the Ward Water Treatment Plant.

Terry Houk, Director of Public Services, reported that this project is necessary to address several safety issues at the Ward Water Treatment Plant: a leaking hydrochloride tank and the current eyewash and shallows do not meet OSHA standards for tepid water. Public Services is recommending award of the contract in the amount of $483,000 to T. A. Loving Company.

Awarded contract for Bid No. 65 to T.A. Loving Company in the amount of $483,000.00.

A motion was made by Council Member J. Davis, seconded by Council Member Williams, that this contract be approved. The motion carried by the following 6-0 vote:

Aye (6): Council Member Williams, Council Member Ewing, Mayor Pro Tem Golden, Mayor Bencini, Council Member C. Davis, and Council Member J. Davis

Absent (3): Council Member Hill, Council Member Wagner, and Council Member Alexander

160173 **Budget Ordinance Amendment - Market Authority**

Council is requested to adopt an ordinance amending the 2015-2016 Budget Ordinance to appropriate additional funds received for the Market Authority in the amount of $85,000.00.

Eric Olmedo, Budget & Administrative Director, advised that he estimates the city will receive $30,000 more in privilege licenses than anticipated and $55,000 more in occupancy taxes. Per the current agreement between the City of High Point and the Market Authority, these funds will be sent directly to the Market Authority for their use.

Adopted the Budget Ordinance amending the 2015-2016 Budget Ordinance to appropriate additional funds received from the Market Authority in the amount of $85,000.00.

A motion was made by Council Member J. Davis, seconded by Council Member Williams, that this mattert be adopted. The motion carried by the following 6-0 vote:

Aye (6): Council Member Williams, Council Member Ewing, Mayor Pro Tem Golden, Mayor Bencini, Council Member C. Davis, and Council Member J. Davis

Absent (3): Council Member Hill, Council Member Wagner, and Council Member Alexander

Ordinance No. 7214/16-34
Adopted 6/20/2016; Adopted 6/20/2016
Ordinance Book, Volume XIX, Page 97

160174 **Project Agreement- NC Railroad and Norfolk Southern Railway**

Consideration of a project agreement with North Carolina Railroad Company and Norfolk Southern Railway Company for High Point Railroad slopes and drainage improvements on Downing Street to Lindsay Street.

Keith Pugh, Director of Engineering Services, advised that the downtown railroad tracks were lowered in the 1930s and over the last 80 years there has been significant erosion that has occurred along the slopes of the railroad tracks, which has led to some potential safety issues with roadways immediately adjacent to the railroad corridor and that it also creates maintenance issues. He reported that Chris Thompson, the former Public Services Director, identified the need and met with the railroad. As a result, the city started setting aside dollars to help improve drainage in the slopes downtown.

Mr. Pugh reported that a three party agreement between the North Carolina Railroad, Norfolk Southern and the City of High Point has been submitted for consideration. The money is in the budget from the city's standpoint and staff is asking for authorization from the City Council to move forward.

Council Member J. Davis asked if the money would be coming from the two-thirds bond money. Randy McCaslin, Deputy City Manager, replied this was correct and noted the city would be limited to the $1.5 million. Council Member J. Davis asked if the city would be responsible for any other improvements other than the project design. Mr. Pugh explained that the city would be responsible for design and construction of drainage improvements along the outside of the trench. He further advised that the city would be responsible for everything that is up above the cut for the railroad (everything along the streets). Council Member J. Davis asked who would pay the additional cost if it takes more than the $1.5 million that the city has already set aside. Mr. Pugh advised staff would be working with the railroad to determine the "best bang for our buck" and would concentrate on those spots where we could use the $1.5 million to make the most or best improvements possible. The Railroad would then make improvements down to the track level and the North Carolina Railroad would make improvements to the slopes.

Council Member C. Davis asked if this would be a temporary fix and if there might be a more permanent fix that has not yet been considered instead of Band-Aiding it. Mr. Pugh did not believe this would be a Band-Aid and pointed out they would take care of as many drainage issues as possible with the $1.5 million in city dollars that has been set aside. He advised that the North Carolina Railroad has about $3 million set up for this and Norfolk Southern

will also have some money set aside for improvements at the track level. He noted there is at least $4.5 million overall budgeted for this.

Council Member C. Davis asked what would prevent or protect the work being done to the slopes from future erosions. Mr. Pugh added that those areas would be identified as they go through the design process. Mayor Bencini pointed out the last improvements lasted 80 years. Council Member J. Davis asked why the railroad would not be totally responsible for keeping up their right-of-way for the railroad tracks since they are federally regulated. Mr. Pugh explained a portion of the erosion is due to run-off coming from the city's streets with some of the streets being in the right-of-way and a lot of the drainage systems that were on the streets back in the 1930s were cut when they dug the trench to lower the tracks to eliminate the at-grade crossings and all of this overtime worked together and compounded the problem.

Council Member C. Davis then asked if it would be advantageous for the city to consider raising the tracks again instead of leaving them in a lowered position. Mayor Bencini questioned the number of trains coming through and advised that it would be safety nightmare. Mr. Pugh agreed adding that a mobility issue would come into play and replied there are about 40 trains that come through per day.

Approved a project agreement with North Carolina Railroad Company and Norfolk Southern Railway Company for the High Point Railroad slopes and drainage improvements on Downing Street to Lindsay Street.

A motion was made by Council Member J. Davis, seconded by Council Member C. Davis, that this matter be approved. The motion carried by the following 6-0 vote:

Aye (6): Council Member Williams, Council Member Ewing, Mayor Pro Tem Golden, Mayor Bencini, Council Member C. Davis, and Council Member J. Davis

Absent (3): Council Member Hill, Council Member Wagner, and Council Member Alexander

160175 Resolution - Interlocal Agreement - Guilford County - Animal Shelter & Control Services

Council is requested adopt a resolution authorizing the Mayor to execute the amended Interlocal Agreement with Guilford County for the provision of Animal Shelter and Control Services for the period of July 1, 2016 - June 30, 2021.

Randy McCaslin, Deputy City Manager, explained this is a 5-year Interlocal Agreement between the City of High Point and Guilford County for the provision of Animal Shelter and Control Services for the period of July 1, 2016 - June 30, 2021. He noted the city is responsible for collecting the animals in High Point and taking the animals to the Guilford County Animal Shelter. The County actually owns and operates the shelter with High Point owning a small portion of it.

Council Member C. Davis suggested having some kind of provisions in place for collecting raccoons, possums, etc.... because the current agreement is only for cats and dogs. She noted she has received several inquiries and mentioned an incident where someone was faced with an issue involving a raccoon and they were told it would cost them $1,500 to get somebody to

remove it from their property. She informed Council that she reviewed some information from the NC Wildlife Resources Commission, Division of Wildlife Management and noted that the city could apply for an annual permit (a wildlife depredation permit for public safety and health) to deal with animals that are suspected of rabies or unprovoked aggression associated with rabies. She asked for Council's permission to instruct staff to look into getting the animal control supervisor to look further into the application process and get additional information as to the cost to see if this is something that could be addressed on behalf of the citizens when specific needs arise. Mr. McCaslin advised that if rabies are suspected, our animal control staff does step in to take care of the situation. He added that the city has received calls in the past from private property owners regarding raccoons, possums, squirrels in the attic, etc...., but the city does not go on private property. Mayor Bencini suggested that it might be good for staff to take a look at it to determine if there is a benefit.

Council Member C. Davis expressed another concern as she read through the information that indicated most counties in North Carolina do not offer wildlife removal. City Attorney Joanne Carlyle advised a motion was not necessary regarding Council Member C. Davis' suggestion as it was direction to staff.

Adopted the Resolution Ratifying and Authorizing Execution of an Interlocal Agreement between the City of High Point and Guilford County for the Provision of Animal Shelter and Control Services for the period of July 1, 2016 – June 30, 2021.

A motion was made by Council Member J. Davis, seconded by Council Member C. Davis, that this matter be adopted. The motion carried by the following 6-0 vote:

Aye (6): Council Member Williams, Council Member Ewing, Mayor Pro Tem Golden, Mayor Bencini, Council Member C. Davis, and Council Member J. Davis

Absent (3): Council Member Hill, Council Member Wagner, and Council Member Alexander

Resolution No. 1621/16-21
Introduced 6/20/2016; Adopted 6/20/2016
Resolution Book, XIX, Page 91

160176 **Resolution - Interlocal Agreement - Guilford County - Library Services**

Council is requested adopt a resolution authorizing the Mayor to execute an Interlocal Agreement Amendment No. 1 with Guilford County for Library Services for the period of July 1, 2016 - June 30, 2021.

Deputy City Manager Randy McCaslin reported this is a 5-year agreement and renewal of the existing agreement with Guilford County for Library services. This agreement calls for them to fund the city at the same level for the coming fiscal year at $359,960, which is the same amount that Guilford County has funded the City of High Point over the last two fiscal years. He further advised that Guilford County has indicated they would like to modify the formula that has been used in the past and between now and December, the Guilford County and High Point staff will get together to determine a formula for moving forward. He noted once the new formula is developed, it would come back to the City Council for approval.

Taking that into consideration, Chairman J. Davis asked if the length of the agreement should be shortened since it would be coming back to Council instead of approving it for the additional five-year renewal. Mr. McCaslin stated he would like for Council to go ahead and approve it as the County is offering the same amount as last year, then staff would bring it back to Council when the new formula is agreed upon. City Attorney JoAnne Carlyle advised as she read the terms, the County was capping the $359,960 and her interpretation after that section in the agreement indicates there will be a formula that equals that amount. Mr. McCaslin replied that he was not certain that was the case and pointed out that there have not been any discussions with Guilford County at this point as to what form it may take. Council Member C. Davis shared that the wording leads her to believe that the amount could be less and felt Council should consider approving it based on contingency of seeing the formula.

Mayor Pro Tem Golden pointed out there is a 12-month opt out clause in the agreement. Ms. Carlyle pointed out due to the timing of the 12-month notice, Council would have to give notice right after it is approved basically. Chairman J. Davis asked for legal advice from the City Attorney regarding whether or not Council should go ahead and approve the 5-year agreement. Ms. Carlyle advised to approve it, and challenge it if the new formula is not agreeable with the Council. Council Member C. Davis inquired as to if the current project going on at the Library would possibly have any impact on the dollars that the city gets if it is based on patronage and visits. It was noted that the reimbursement is per capita, so it should not have an effect on it.

Adopted a resolution authorizing the Mayor to execute an Interlocal Agreement (Amendment No. 1) with Guilford County for Library services for the period of July 1, 2016 - June 30, 2021.

A motion was made by Council Member J. Davis, seconded by Council Member Ewing, that this matter be adopted. The motion carried by the following 6-0 vote:

Aye (6): Council Member Williams, Council Member Ewing, Mayor Pro Tem Golden, Mayor Bencini, Council Member C. Davis, and Council Member J. Davis

Absent (3): Council Member Hill, Council Member Wagner, and Council Member Alexander

Resolution No. 1622/16-22
Introduced 6/20/2016; Adopted 6/20/2016
Resolution Book, XIX, Page 92

160177 **<u>City of High Point/Forsyth County - Tax Collection</u>**

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 2016 and for the collection of 2015 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 the Annual Forsyth County contract before Council this evening is to authorize Forsyth County to collect High Point city taxes. He explained that High Point operates in four counties: Davidson, Forsyth, Randolph and

Guilford and noted that the city already has a 5-year contract with Guilford County for collection of a majority of these taxes. He further explained that Randolph and Davidson County provide a multi-year contract for collection of those taxes, but it does not require annual authorization as does the Forsyth County contract. This contract with Forsyth County would authorize them to bill, assess and collect taxes for 2016 and the prior year's taxes that have not been paid. Staff is recommending approval.
Approved the agreement between Forsyth County and the City of High Point for the collection of the 2016 and for the collection of 2015 and prior years' taxes by the Forsyth County Tax Administration office for areas of High Point located in Forsyth County and authorized the appropriate City Official to execute the agreement.

A motion was made by Council Member J. Davis, seconded by Council Member Williams, that this matter be approved. The motion carried by the following 6-0 vote:

Aye (6): Council Member Williams, Council Member Ewing, Mayor Pro Tem Golden, Mayor Bencini, Council Member C. Davis, and Council Member J. Davis

Absent (3): Council Member Hill, Council Member Wagner, and Council Member Alexander

160178 **Resolution - Financing Installment Financing Contract - Fire & Fleet Equipment Replacement**

Council is requested to adopt a Resolution authorizing the City Manager and Financial Services Director to accept the proposal for the installment financing contract with Bank of America Public Capital Corp., for financing for fire truck replacement and fleet equipment replacement needs.

Jeff Moore, Director of Financial Services, reported that the FY 2015-2016 budget included funds for fire department vehicles that were up for replacement. The equipment has been ordered. He explained the recently adopted FY 2016-2017 budget included provision for the next round of fire department vehicles as well as some major capital fleet replacement needs. Based on the fact that the city had two large fundings and would be doing installment contract/financing, Mr. Moore took the initiative to put these together under one package in order to attract a better interest rate. He did not have his notes in front of him, but believed the five-year rate was 1.59%; and the ten-year rate was 1.79%, both of which are excellent rates. Mr. Moore recommended Council's concurrence with staff's recommendation and approval to award this financing contract to Bank of America.

Chairman J. Davis inquired about why staff was not recommending Pay-Go funding for purchase of this equipment and noted in the past, Pay-Go funding has been used for big purchases at the Landfill for equipment such as the trash compactor. Mr. Moore explained the circumstances were different for the Landfill purchase due to a multiplicity of need and the fact that the city has not paid in to the replacement fund enough for the full value. He further explained staff is bringing this one because they do not want to overextend the fund balance of the Pay-Go replacement fund to ensure that it is there when the larger pieces of equipment are required. Council Member C. Davis asked what staff's recommendation would be to set aside for replacement funds in order to meet the immediate needs or any future needs. Mr. Moore replied these decisions are made as a result of the great deal of communication that takes place during the budget process between the Fleet Services Director and the Department heads regarding equipment, need, spares, etc.... and many

times the spares are recycled and used more heavily which results in a much shorter life. Council Member C. Davis asked if the three side-loading refuse trucks were the ones with vacuums on the side for leaf collection and staff replied that these are the one-armed bandit trucks.

Adopted a Resolution authorizing the City Manager and Financial Services Director to accept the proposal for the installment financing contract with Bank of America Public Capital Corporation for financing for fire truck replacement and fleet equipment replacement needs.

A motion was made by Council Member J. Davis, seconded by Council Member Ewing, that this matter be adopted. The motion carried by the following 6-0 vote:

Aye (6): Council Member Williams, Council Member Ewing, Mayor Pro Tem Golden, Mayor Bencini, Council Member C. Davis, and Council Member J. Davis

Absent (3): Council Member Hill, Council Member Wagner, and Council Member Alexander

Resolution No. 1631/16-31
Introduced 6/20/2016; Adopted 6/20/2016
Resolution Book, XIX, Page 101

COMMUNITY HOUSING & NEIGHBORHOOD DEVELOPMENT COMMITTEE - *Mayor Pro Tem Golden, Chair*
Committee Members: Ewing, Alexander and Williams
(all were present)

160179 **Ordinance to Demolish - 1601 E. Green Drive**

Council is requested to adopt an ordinance ordering the housing inspector to effectuate the demolition of a dwelling located at 1601 E. Green Drive belonging to Amin Kinnerly.

Lori Loosemore, Local Codes Enforcement Supervisor, provided an update on the staff report regarding the property located at 1601 E. Green Drive. The staff report is hereby attached in Legistar as a permanent part of these proceedings.

Ms. Loosemore provided a brief history on this case. The inspection was held on July 23, 2012 with a hearing on August 8, 2012. No one appeared at the hearing. An Order to Repair/Demolish was issued with an expiration date of November 26, 2012. There have been no appeals and the property owner took no action to make the necessary repairs. Since that time, the property was sold to Amin Kinnerly on November 25, 2014. The Lis Pendens was recorded on August 13, 2013. Ms. Loosemore recognized the current owner, Mr. Kinnerly, who was present and addressed Council.

Amin Kinnerly, the current owner of the property located at 1601 E. Green Drive, provided a brief history of how he and his family relocated to High Point from Philadelphia, Pennsylvania because there were many things that North Carolina had to offer and they felt it would be a great place to raise their family. He noted that he purchased this property to provide a home in a good neighborhood for his family. He, too, disagreed with abandoned properties littering the streets in beautiful neighborhoods. He stated that he would like to

bring his property up to its full potential and asked Council to consider a 7-month extension to allow him to do this. He agreed to provide a 45-day regular update with staff during this time. He provided his 7-Month Property UPGRADE Plan to Ms. Loosemore just prior to this meeting.

Chairman Golden asked Mr. Kinnerly about any improvements made to the structure since he purchased it in November 2014. Mr. Kinnerly reported that he has replaced the back door in an effort to stabilize it to keep people out; he secured the windows and put temporary windows up with plastic covering; in the process of cleaning it out and prepping it on the inside; he regularly maintains the grass so that it is not an eyesore in the neighborhood.

Council Member C. Davis asked staff if Mr. Kinnerly was ever notified after he purchased the property in regards to the violations the city had cited. Ms. Loosemore explained the law provides that the previous owner should have notified the new owner, Mr. Kinnerly. Chairman Golden inquired as to when the photographs were taken that were provided as part of this case. Ms. Loosemore advised the interior pictures were taken today and she believed the exterior pictures were taken on June 9th. Chairman Golden pointed out the exterior pictures show more than a few months of growth and asked Ms. Loosemore if Mr. Kinnerly's plan to renovate appeared to be feasible. Ms. Loosemore replied that she just received the plan from Mr. Kinnerly tonight and proceeded to read what he has agreed to.

Note: Mr. Kinnerly's 7-Month Property UPGRADE Plan for 1601 E. Green Drive, dated and signed June 20, 2016 that he submitted is hereby attached in Legistar and incorporated as a permanent part of these proceedings.

DRAFT

7-Month Property UPGRADE Plan submitted by Amin Kinnerly June 20, 2016
1601 E. Green Drive

Date	Improvements to be made
7/20/2016	Pull proper permits for property upgrades
	Repair/replace windows
	Maintain exterior grass and trash
	Establish list of contractors performing the upgrades
8/20/2016	Electrical contractor/electrical upgrades
	Maintain exterior grass and trash
	Exterior building repairs
9/20/2016	Exterior painting/repairs
	Plumbing contractor upgrades
	Maintain exterior grass and trash
10/20/2016	Exterior painting
	Roof inspection
	Maintain grass and trash exterior
	Mechanical contractor upgrades
11/20/2016	Maintain grass and trash exterior
	Exterior painting
	House inspection
	Interior paint and repairs
12/20/2016	Punch list repairs

After Ms. Loosemore read Mr. Kinnerly's Upgrade Plan into the record, Council Member C. Davis asked Mr. Kinnerly if he was prepared to strictly follow the plan he presented and if he had the financial resources available to follow the plan. Mr. Kinnerly replied that he would do everything that he could and that he would stay in touch with Ms. Loosemore on a regular basis while making the improvements. Council Member Williams expressed concerns about setting a precedent and mentioned the fact that this seems to be happening on a regular basis. He questioned why property owners allow their property to get in this condition, do not do anything about it for years, then they come to Council asking for an extension. He stated that he could not support the extension because everything he has seen because this case was started in 2012, Mr. Kennerly acquired it in 2014, but nothing has happened since that time.

Council Member J. Davis asked if staff could clarify how the determination is made as to the cost of the repairs. Ms. Loosemore replied that staff uses a national software program. She

advised that she did not know that Mr. Kinnerly owned this property until she was preparing the case to send to the City Council. Council Member J. Davis posed a question to Council Member Williams. He asked if improvements that the property owner is proposing would help revitalize the neighborhood and bring the tax values up. Council Member Williams stated he could not speak to increasing the tax value, but pointed out the aesthetics of the neighborhood is a huge problem (overgrowth, boarded up/abandoned houses). He stated he has no problem with people wanting to make improvements, but reiterated his concerns about the number of years it took for the property to get to this point with nothing being done. Council Member Ewing agreed, but pointed out when Mr. Kennerly acquired the property in 2014, the closing attorney failed to do a title search so he was not aware that any of these proceedings had occurred. He felt a seven-month extension was excessive and he would be willing to extend it for three months, then look at the progress, but he would like to see at least 80% of the repairs done. Chairman Golden pointed out that once Mr. Kinnerly pulls permits to make the improvements, the permit would be valid up to a year. City Attorney JoAnne Carlyle advised that Council would have to revisit the case if Mr. Kinnerly follows through with his plan and Council decides to adopt the Ordinance at tonight's meeting.

Council Member C. Davis suggested that Council table the matter for 90 days. Chairman Golden stated he would rather give the property owner the whole seven months based on his word to make the improvements and if not, the case would be back before Council again and Council could then move forward. Ms. Carlyle advised Council that even if it does come back with commitments and signed contracts, it could still result in a contract being breached. She personally felt the information received from staff and monitoring would be more reliable if Council is willing to give Mr. Kinnerly the additional time to make the improvements.

At this time, Chairman Golden MOVED TO GIVE THE PROPERTY OWNER A 7-MONTH EXTENSION WITH A STIPULATION THAT HE KEEPS HIS AGREEMENT PROVIDING LORI LOOSEMORE WITH UPDATES EVERY 45 DAYS WITH COUNCIL REVISITING IT IN SEVEN MONTHS. Council Member C. Davis made a SECOND to the MOTION.

For further discussion, Council Member Ewing stated he would like the direction of adopting the ordinance to demolish and felt this would put a little more pressure on the property owner.

At this time, **Council Member Ewing made a SUBSTITUTE MOTION TO ADOPT THE ORDER TO DEMOLISH AND MAKE IT EFFECTIVE DECEMBER 20, 2016. Council Member Williams made a SECOND to the SUBSTITUTE MOTION.**

Mayor Bencini called for a vote on the SUBSTITUTE MOTION. The SUBSTITUTE MOTION PASSED by the following 6-0 unanimous vote.

Aye (6): Council Member Williams, Council Member Ewing, Mayor Pro Tem Golden, Mayor Bencini, Council Member C. Davis, and Council Member J. Davis

Absent (3): Council Member Hill, Council Member Wagner, and Council Member Alexander

Adopted an Ordinance with an effective date of December 20, 2016 ordering the housing inspector to effectuate the demolition of a dwelling at 1601 E. Green Drive belonging to Amin Kinnerly.

Ordinance No. 7215/16-35
Introduced 6/20/2016; Adopted 6/20/2016
Ordinance Book, Volume XIX, Page 98

160180 **Ordinance to Demolish - 616 Wesley Drive**

Council is requested to adopt an ordinance ordering the housing inspector to effectuate the demolition of a dwelling located at 616 Wesley Drive belonging to Phonepaseuth Bouaphanh AKA Seth Silharath.

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

Ms. Loosemore reported that the property at 616 Wesley Drive was originally inspected on March 20, 2015; a hearing was held on April 14, 2015 at which time the property owner did not appear, but did express an intent to repair the property. She noted the structure was damaged due to a fire. The order to repair or demolish was issued on April 14, 2015 with an expiration date of July 14, 2015. No one has applied for any permits since that time. Ms. Loosemore advised that she had to get a warrant to get inside the property to get the interior pictures.

Adopted an ordinance ordering the housing inspector to effectuate the demolition of a dwelling located at 616 Wesley Drive.

A motion was made by Mayor Pro Tem Golden, seconded by Council Member Williams, that this matter be adopted. The motion carried by the following 6-0 vote:

Aye (6): Council Member Williams, Council Member Ewing, Mayor Pro Tem Golden, Mayor Bencini, Council Member C. Davis, and Council Member J. Davis

Absent (3): Council Member Hill, Council Member Wagner, and Council Member Alexander

Ordinance No. 7216/16-36
Introduced 6/20/2016; Adopted 6/20/2016
Ordinance Book, Volume XIX, Page 99

160181 **Ordinance to Demolish - 705 Thissell Street**

Council is requested to adopt an ordinance ordering the housing inspector to effectuate the demolition of a dwelling located at 705 Thissell Street belonging to Smith International, LLC.

Lori Loosemore, Local Codes Enforcement Supervisor, presented the staff report for this housing case, which is hereby attached in Legistar as a permanent part of these proceedings.

Ms. Loosemore reported that this structure was originally inspected on November 12, 2011 and a hearing was held on November 17, 2012. At that time an order to repair or demolish was issued which expired on April 17, 2012. This housing case involved a previous owner, as well as the current owner, Smith International, LLC. A Lis Pendens was recorded on April 3, 2012 with Smith International, LLC obtaining the property on January 13, 2012. Ms. Loosemore shared that she received a call in April from a Timothy Strickland, who stated that he was the new owner of the property and that he was going to make the repairs. Mr. Strickland did pull a permit for soft service at the property, and pulled an electrical permit, but no inspections have been done. Ms. Loosemore informed Council that one of the inspectors did talk with Mr. Strickland on a couple of occasions, but he would not allow them on his property. She received a call from Anthony Smith, the assumed partner of Mr. Strickland, and Mr. Smith indicated that he was not aware of some of the issues with the structure and had resolved that he would probably tear the house down because he did not realize the condition of the house and how bad it was at the time that he purchased it. Ms. Loosemore stated that she did not think Mr. Smith has the money to tear down the house, but then he expressed an interest in demolishing it so he could possibly put another structure on the property.

*Council Member C. Davis asked if the city demolishes the structure and places a lien on the property if the property owner would be responsible for payment of the lien before building a structure on it. Ms. Loosemore stated she was not sure if this was a requirement before building, but the lien would have to be paid before it could be sold. Council Member Ewing added that if they bor*rowed *the money to build, they might be required to satisfy the lien at that time.*

Adopted an ordinance ordering the housing inspector to effectuate the demolition of a dwelling located at 705 Thissell Street.

A motion was made by Mayor Pro Tem Golden, seconded by Council Member C. Davis, that this matter be adopted. The motion carried by the following 6-0 vote:

Aye (6): Council Member Williams, Council Member Ewing, Mayor Pro Tem Golden, Mayor Bencini, Council Member C. Davis, and Council Member J. Davis

Absent (3): Council Member Hill, Council Member Wagner, and Council Member Alexander

Ordinance No. 7217/16-37
Introduced 6/20/2016; Adopted 6/20/2016
Ordinance Book, Volume XIX, Page 100

160182 **Contract - State Code Enforcement, Inc.**

Council is requested to authorize staff to extend the contract with State Code Enforcement, Inc. to provide nuisance abatement and minimum housing inspections services.

Mike McNair, Director of Community Development & Housing, informed Council that earlier this year a contract was executed with State Code Enforcement, Inc. to supplement the city in transitioning to build the code enforcement team back up. He noted that they have well over 200 back-logged cases and he would like to retain their services. Currently they are providing three full-time individuals at 40 hours a week. Mr. McNair advised that staff has negotiated with them to lower the value of the contract because staff has determined that

we will not need their services at that same level for a year. The value of the contract is $237,120. Mr. McNair reported these funds are coming from salary savings in this year's budget that arose from these positions being vacant most of the year and it would be using existing funds. He shared that he is in the process of setting up some interviews and hoped to have additional interviews before the month is out. Two people have already been hired with a goal of hiring at least two more.

Authorized staff to extend the contract with State Code Enforcement, Inc. to provide nuisance abatement and minimum housing inspections services.

A motion was made by Mayor Pro Tem Golden, seconded by Council Member Williams, that this matter be approved. The motion carried by the following 6-0 vote:

Aye (6): Council Member Williams, Council Member Ewing, Mayor Pro Tem Golden, Mayor Bencini, Council Member C. Davis, and Council Member J. Davis

Absent (3): Council Member Hill, Council Member Wagner, and Council Member Alexander

160183 **<u>Conveyance of Property to CHS and Habitat for Humanity</u>**

Council is requested to adopt a Resolution providing for the transfer of properties to Community Housing Solutions (CHS) and Habitat for Humanity to continue infill housing development efforts in the Core-City.

Mike McNair, Director of Community Housing & Development, reported the city has enjoyed contractual relationships with Community Housing Solutions and Habitat for Humanity and they are building homes on properties that the city must convey to them. Four of these properties are located in Southside (809 and 811 George Place have been completed; 805 and 807 George Place have yet to be done). Mr. McNair noted there are also three Habitat for Humanity properties (1505 Davis Avenue, 203 North Hoskins and 208 North Hoskins).

Chairman Golden MOVED TO ADOPT RESOLUTIONS PROVIDING FOR THE TRANSFER OF PROPERTIES LOCATED AT 805 GEORGE PLACE, 807 GEORGE PLACE, 809 GEORGE PLACE AND 811 GEORGE PLACE TO COMMUNITY HOUSING SOLUTIONS (CHS). Council Member Williams made a SECOND. The motion carried by the following 6-0 UNANIMOUS vote.

Aye (6): Council Member Williams, Council Member Ewing, Mayor Pro Tem Golden, Mayor Bencini, Council Member C. Davis, and Council Member J. Davis

Absent (3): Council Member Hill, Council Member Wagner, and Council Member Alexander

Chairman Golden then MOVED TO ADOPT THE RESOLUTIONS PROVIDING FOR THE TRANSFER OF PROPERTIES LOCATED AT 1505 DAVIS AVENUE, 203 NORTH HOSKINS AND 208 NORTH HOSKINS TO HABITAT FOR HUMANITY. Council Member C. Davis made a SECOND to the motion, which carried by the following 6-0 UNANIMOUS vote.

Aye (6): Council Member Williams, Council Member Ewing, Mayor Pro Tem Golden, Mayor Bencini, Council Member C. Davis, and Council Member J. Davis

Absent (3): Council Member Hill, Council Member Wagner, and Council Member Alexander

Adopted individual resolutions providing for the transfer of properties located at 805 George Place, 807 George Place, 809 George Place and 811 George Place to Community Housing Solutions (CHS), and

Adopted individual resolutions providing for the transfer of properties located at 1505 Davis Avenue, 203 North Hoskins and 208 North Hoskins to Habitat for Humanity.

Resolution Book, Volume XIX
Resolution No. 1623/16-23, Page 93 (805 George Place)
Resolution No. 1624/16-24, Page 94 ((807 George Place)
Resolution No. 1625/16-25, Page 95 (809 George Place)
Resolution No. 1626/16-26, Page 96 (811 George Place)
Resolution No. 1627/16-27, Page 97 (1505 Davis Avenue)
Resolution No. 1628/16-28, Page 98 (203 North Hoskins Street)
Resolution No. 1629/16-29, Page 99 (208 North Hoskins Street)

PLANNING & DEVELOPMENT COMMITTEE - *Council Member Wagner, Chair*
Members: C. Davis, J. Davis and Golden
(all were present, except Chairman Wagner)

In the absence of Chairman Wagner, Mayor Bencini asked Council Member Golden to chair this portion of the meeting.

PUBLIC HEARINGS

160113 **Resolution - High Point University - Street Abandonment 16-02**

A request by High Point University to abandon the eastern portion (approximately 72 feet) of the North Avenue right-of-way. The portion of North Avenue to be abandoned is lying west of N. Centennial Street. (This item was deferred at the May 2, 2016 Council Meeting to today's date.)

The public hearing for this matter was advertised and scheduled for May 2, 2016 at 5:30 p.m. At that time, Chairman Wagner reported that High Point University had requested a continuance of this public hearing to Monday, June 20, 2016 at 5:30 p.m.

At the June 20th meeting, High Point University submitted a letter addressed to Mayor Bencini asking the High Point City Council to "remand" the North Avenue decision back to the Planning & Zoning Commission in a continued effort to work with the residents that were in opposition.

Note: A copy of this letter is hereby attached in Legistar as a permanent part of these proceedings.

A transcript of the discussion at this meeting follows.....

_____Transcript_____

***Mayor Bencini**: Mr. Golden, it appears we're going to need some help because Mr. Wagner is not here this evening. So if you wouldn't mind taking over the planning and development committee.*

***Acting Chairman Golden**: Alright, we've got several public hearing items. The first is a resolution with High Point University for a street abandonment.*

***Herb Shannon**: Yes, this is a request from High Point University. They are requesting to abandon a portion of the improved segment of North Avenue lying directly west of North Centennial Street across the street from their campus. This request was reviewed by the Planning & Zoning Commission at their March public hearing. Included in your packet today is a letter from the university requesting that this item be remanded back to the Planning & Zoning Commission. At this point, staff would require some direction from Council. Your options are either to proceed for the public hearing and staff can give you an overview of the request. It was recommended for denial by the Planning & Zoning Commission. Just a simple majority is required by Council for approval.*

Or, you could remand it back to the Planning & Zoning Commission as requested by the applicant. So at this point, staff would request some direction from Council as to how you want to proceed.

***Council Member C. Davis**: Herb, have we ever remanded an item back to Planning & Zoning that you're aware of?*

***Herb Shannon**: I can't think of one off the top of my head. Not recently, that I can think of.*

***Council Member C. Davis**: Thank you.*

***Council Member J. Davis**: What's the purpose of remanding it if Planning & Zoning denied it?*

***Herb Shannon**: The applicant is here and I would request that you let him address that issue.*

***Lee Burnette**: The applicant called me and asked about filing another request and I inquired as to why they wanted to file another request. They initially wanted to withdraw this request and go back to the Planning & Zoning Commission so that they could present some additional information to them and possibly get a favorable recommendation. I indicated to them that if that was their intent, then to come to Council and ask for a remand. And if they did have additional information that the Commission didn't have, the Council could remand it without having to instigate a new case just to do that.*

***Council Member C. Davis**: Could we not hear that new information tonight on this case?*

***Lee Burnette**: Pardon me….*

Council Member C. Davis*: Could we not hear that information that's new tonight?*

Lee Burnette*: Sure, that's something that the applicant can provide.*

Council Member J. Davis*: Are you aware that there's new information? Is that what you're saying?*

Lee Burnette*: I'm just going on what the applicant indicated to me.*

Acting Chairman Golden*: Do we have to move forward in order to hear that new information or do we hear the information and then say, no we don't want to move forward? How does that work.*

Do I have to open up the public hearing to hear that, or just have them come up?

City Attorney JoAnne Carlyle*: If you don't open the public hearing, the new information will not be considered.*

Acting Chairman Golden*: Alright. At this time we are going to open the public hearing for Item 160113 and we'll hear from the applicant. Right? Or do you do your spill first?*

Herb Shannon*: Staff can give a summary of the proposal. We have an overhead projection of that portion of North Avenue which is proposed to be abandoned. Just to orient everyone. This is North Avenue. The intersection of Montlieu is to the south. The applicant is requesting that approximately a 72-foot portion of this existing improved portion of North Avenue be improved….I mean be abandoned. The university owns the two abutting properties directly to the north and south of this proposed abandonment.*

The university has requested the abandonment in order to eliminate North Avenue traffic from directly accessing N. Centennial Street. High Point University proposed to remove the pavement, to grass and sod this area and add it or incorporate it into the green area that they have established along this perimeter of the campus. This is an aerial photo of that area. This is the segment of North Avenue that the university is proposing to abandon. As in the past, when you review a street abandonment, if it's abandoned, the city's interest is removed and the property is added to those abutting properties. This is a four-way intersection within the Core City. Such intersections are not uncommon with the Core City. They are all over the place especially in the downtown areas and the City's Transportation Department has not identified any safety issues at this intersection. The Transportation Department has noted within the past five years, there have been approximately two accidents at this location. Those were rear-end type incidents for traffic turning into the university campus. Since then, there have been turn lanes installed, left turn lane for the northbound traffic and a left turn lane for southbound traffic which helped alleviate that situation.

But from the Transportation Department's evaluation, they have not found any situations of incidents as far as exiting from North Avenue onto N. Centennial. The remaining portion of North Avenue will still remain open as a public street. The university has provided a conceptual site plan noting either an installation of a cul-de-sac or T-turnaround at that intersection. However, if this right-of-way is abandoned it will alter the historic traffic

patterns of this area for both vehicle and pedestrian traffic that has been in place since the 1930s when this subdivision was initially platted. North Avenue doesn't just serve this one block, it also serves a block further west as an additional means of ingress and egress into this adjacent neighborhood.

I would note that the university has noted the desire to install a cul-de-sac; however, with a street abandonment, you cannot condition. The only thing that Council could do is either approve the request and retain easements for any existing utilities or to deny the request. You could not note approval subject to installation of these improvements. In the past, when they had such similar situations, the street abandonment case was remanded back to the Technical Review Committee and delayed until such time as the Technical Review Committee had reviewed it and the applicant had pulled permits for those improvements. As of the date, no such permits have been pulled or approved for any type of turn around.
As part of the review of this abandonment, staff took this to TRC to determine are there any utility easements in this area. If it is abandoned, staff would recommend the retention of utility easements. There are sewer lines, potable water line, Piedmont Natural Gas line and a NorthState Communication line in this area and these will have to be retained over that and those utilities are outlined in the staff report.

As we previously noted, the Planning & Zoning Commission previously reviewed this request at their March public hearing and recommended denial of the Street Abandonment by a vote of 6-0. That is a brief summary. Are there any questions of staff at this time?

Council Member C. Davis: Can you put the map back up of the North Avenue? The one that doesn't have all the landscaping on it.

***Herb Shannon**: We'll briefly go through it. This is a black and white depiction of N. Centennial, North Avenue and this is the 72-foot portion that is proposed for abandonment. And Bob if you can just….there's an aerial photo of that area. Then we have pictures. This is looking from North Avenue towards Centennial. Just keep going, some more pictures of that intersection. The last set of pictures are looking from Centennial back toward North Avenue.*

***Council Member J. Davis**: Herb, you said that North Avenue services another adjacent neighborhood. If we abandon this area, where is the traffic going to go exiting those neighborhoods?*

***Herb Shannon**: Bob, can you go to the first map please? If abandoned, traffic from this neighborhood to the west would either go to Sherwood Place, Futrelle Avenue or to the south to Montlieu Avenue.*

***Council Member C. Davis**: I just don't see the need.*

***Council Member J. Davis**: Where's the stoplights?*

***Herb Shannon**: The stoplights are to the south. The next street south of Woodrow is the intersection of Montlieu and N. Centennial and that is a signalized intersection.*

***Council Member J. Davis**: So there would be a signalized stop sign at Woodrow and a stop sign at Sherwood? Four-way stops?*

***Council Member C. Davis**: What we would in essence be doing is denying people access to N. Centennial Street and people that come down N. Centennial to access North would have to go through somebody else's part of the neighborhood when there's a straight direct route to where they need to go.*

***Council Member Ewing**: This is an older neighborhood where your blocks are a lot tighter. If you go into a lot of the other neighborhoods now and you don't have every single street attaching to the main thoroughfare. You've got to do just what you're saying to get to most any neighborhood now.*

***Council Member Williams**: Is that like a….that's not like a large distance between the two parallel roads from North....if you're talking about somebody that's going to make a right or left-hand turn, you're not talking about a long ride.*

***Herb Shannon**: I don't know about the exact measurements, but it's not a long distance away.*

***Mayor Bencini**: It's just a few blocks away.*

***Council Member C. Davis:** For them to just own two properties and want to close the end of street, I just don't see….*

***Acting Chairman Gol**den: We'll hear from the applicant now.*

***Barry Kitley**: Good evening. Barry Kitley, 4114 Ponce DeLeon Drive, High Point, North Carolina. Just to sort of recap, this request is just about the details. It's about taking care of the details for the big things to take care of themselves if you take care of the details. The new information, a week and a half after it was denied at P & Z, there was a wreck at that intersection. We've got 2,300 trips estimated coming out of Alumni Avenue. It's just about taking care of the details. There's not a problem now, but it's going to be a problem a year down the road. So I ask…..my request is not for approval tonight. My request is to remand it back to P & Z so I can get a consensus with the property owners and that's what I'm trying to do. The property owners are here as well in the back if you'd like to hear from them. I'm in continued dialogue to try to figure this out to create a win-win for everybody. So that's where my request lies, not to argue for or against, just to send it back to P & Z. Let me get a favorable recommendation from P & Z and then come back. But one of the reasons why I didn't want to drop it is a week and a half later there was an incident and we've got a lot of trips coming out of Alumni Avenue.*

***Council Member C. Davis**: For me, Barry, we didn't hear it at the last Council meeting so we deferred it to this meeting, giving you plenty of time to have those conversations so that we could hear it tonight. That's just my opinion. So I think there's been ample time to work with the neighbors to come up with some sort of resolution. I personally don't see the need to remand it back to a board that's already done the work that they needed to do and any*

new information that you have could be shared with us tonight and we can move this thing on.

***Acting Chairman Golden**: Barry, how many residents are we talking about?*

***Barry Kitley**: There are….well….residents, there appears to be six on the map that access North Avenue. Homeowners, there are two homeowners. Four of the folks that came to the P & Z meeting that spoke, all four of them are here tonight and all four of them….I won't speak for them, but they indicated that they support sending it back to P & Z and working it out. On a short time frame I agree. You know when you're in the community business, schedules, it's hard to get people together. It's hard to work it out. I'm looking for a consensus and hopefully that's the way we're tracking. And if I don't get P & Z, I'll pull the request.*

***Council Member Golden**: So you're basically looking for a consensus from those last two homeowners?*

***Barry Kitley**: There were three that were in opposition?*

***Council Member Williams**: Those three are here?*

***Barry Kitley**: Yes everyone is here. Judy Stalder was representing one of the property owners.*

***Council Member J. Davis**: Are these residents in opposition, or are these the ones that are in favor?*

***Constance Gathings**: Yes, initially we were….*

***Council Member J. Davis**: They need to give their name and address to speak.*

***Council Member C. Davis**: We have to make a decision about whether or not we want to hear.*

***Acting Chairman Golden**: Well we have to hear from everybody if they want to speak. We'll give them an opportunity to speak. Is it Constance Gathings? Just state your name and address.*

***Constance Gathings**: My name is Constance Gathings. My address is 478 Bedford Park Drive, Winston Salem, North Carolina; however, I am the property owner for 406 North Avenue. First of all, I'd like to begin saying that I am a 1997 graduate of High Point University-a proud Panther and I am very proud of what High Point University is doing in terms of growth. However, as I told the Planning Committee-the Zoning Committee-I'm standing here as a property owner in opposition to what High Point University wants to d—to abandon 406 North Avenue.*

And I would just briefly state some of the items that I brought forth during that meeting. And it was regarding…..I personally don't see a benefit to the abandonment. I look at this as

High Point University is offering a cul-de-sac. I said, you know, this is a dead-end street. This is access to a major thoroughfare which is Centennial and for me as a property owner, I rent this property, it is a plus asset to have this as a main thoroughfare entrance and exit to North Avenue. To close the property would cause not only myself and the other residents to have to make a three-point turn into our neighborhood as opposed to the one turn in the neighborhood. So those were my reasons for being in opposition to the abandonment.

We have since talked with Barry and he would like to, from what I'm understanding, see what we can work out regarding this abandonment. So I am willing to hear from High Point University to see what new information they are bringing to us. But as of right now, I'm still in opposition to the abandonment.

***Council Member C. Davis**: So they haven't presented any new information to you at this point?*

***Constance Gathings**: Not me personally, no.*

***Acting Chairman Golden**: Thank you. I guess this is Jimmie Byers. Jimmie and Doris Byers.*

***Doris Byers**: Good evening Council. My name is Doris Byers and this is my husband Jimmie Byers. We've been residents at North Avenue for 38 years, going on 39 years. We are homeowners and at the last meeting I was in opposition and I gave my point, you know, some concerns. But since then….it has been a short notice, but we have been notified of some changes and some things that High Point University does want to communicate with us. We are in agreement with going on it, you know, if the board says so, to let them go back to Planning to see if what they're thinking would be okay and then communicate with us and we would support it. But I don't know how that work is forced or what would be done, but we are in agreement and support them to give them the opportunity to go back to Planning if you see fit so. And we would be in support to do that.*

***Council Member C. Davis**: What new information have they shared with you?*

***Doris Byers**: Well some of the information they shared with us is another way that they're trying to really beautify the cul-de-sac that they're talking about and then like I said they did share with us again about the accident that had occurred and with the time changing and things getting developed more and people coming to college. Just different little things like that, but they also talked to us about just really anything that we would be faced with such as our personal benefits. You know they would be willing to try to help us with that, but nothing concrete because we don't know anything until they say they can go to Planning and see what they have to propose to them to make a difference. So it's nothing concrete. But we are willing to give anybody an opportunity and support them because I'm proud of what they've done with the community and with the city. But like I said, in agreement if they communicate with us what they are really going to do if the Planning gives them the opportunity.*

***Council Member C. Davis**: I guess you lost me a little bit when you said personal benefits. What personal benefits…..*

***Doris Byers**: Nothing money wise or nothing like that. They just want us to really consider, you know, anything that would really discomfort us as far as….you know because I was concerned about the ambulance services and that type of thing coming in and they wanted me to check into that more because they said they have checked into it more because that was my biggest concern. The ambulances and the type of emergency being able to get in the street and stuff, you know. So we're checking into that and they are supposed to be getting some more details on that, but nothing personal. We haven't communicated anything of that nature. But that was one of my biggest personal things that really was bothering me was the emergency services. But we support at this point the communication.*

***Acting Chairman Golden**: Thank you so much. Larry Diggs. Were you signed up to speak on this issue, Mr. Diggs? I'm going by the sheet.*

***Larry Diggs**: My name is Larry Diggs and my address is 1127 Biltmore Avenue. Like I said, I'm not a resident there, but I was just trying to understand, you know, the purpose behind what High Point University is wanting to do. As I understand it right now, they have not clearly explained what the purpose of, you know, closing off that section. Right now it's hard for me to make any comments on that issue, but I'm wondering because I'm feeling like there is something that they are definitely planning to do because I looked and noticed….that they evidently own….well, in other words I see all the houses all along Centennial all the way up to Kirkman Park has been, you know, cleared out and everything like this. So I'm assuming they do have a purpose but I do want to understand what is the purpose in their thinking because it sounds suspicious to me.*

***Council Member C. Davis**: Mr. Diggs, I think what they….*

***Larry Diggs**: I'm hoping that maybe they will clear up what is the purpose and they're saying it's a traffic problem. It seems like there might be another solution besides….they're talking about abandoning that. There might be another solution that might be better than that. I'll leave it at that for right now.*

***Acting Chairman Golden**: Is there anybody else to speak on this particular issue?*

***Judy Stalder**: My name is Judy Stalder, 665 North Main Street. I am a property manager and one of the properties I manage is on North Avenue in that block, the center of the block on the north side, 509 North. The owner of that property has instructed me to let you know that he has always supported this portion of the road closing. He sees a value to a cul-de-sac here in being able to rent a property on a cul-de-sac street. He supported it for the Planning & Zoning Commission and continues to support High Point University in their endeavors.*

***Acting Chairman Golden**: Thank you. Name and address Sir.*

***Michael Sawyer**: Michael Sawyer. I live at 513, 511 North Avenue, the one that's closest to the cul-de-sac. I don't have no problem with it getting remanded. It's a number of reasons why I can see why they would really want to do it, but it's not my point to try to make a case for them. But I really would like to see what new evidence they have to really justify the closing. But I would like to see it instead of this rather than assuming what I really don't know.*

***Council Member C. Davis**: What new information have they shared with you since the last meeting?*

***Michael Sawyer**: Nothing new since the meeting, but as far as I watch TV and just looking at it people and their crazy thoughts. You can really shoot straight in at any given moment. So I mean safety precaution for the students. That's my biggest concern, but then I don't go to the school. I'm really just trying to figure the best way to make my house a little bit more comfortable to live in. That's all. Any questions?*

***Acting Chairman Golden**: Is there anyone else to speak?*

***City Attorney JoAnne Carlyle**: We're going to leave the public hearing open. If you leave it open if it is remanded. So we'll make that clear tonight so that the folks will know to show up at the P & Z.*

***Council Member C. Davis**: Councilman Golden, I would like to ask our fire chief a question seeing how we're hearing from everybody else.*

***Acting Chairman Golden**: Chief…..*

***Council Member C. Davis**: Will that closure impact the fire department and their response times? I know that was a concern that someone had.*

***Chief Tommy Reid:** We studied this actually a while back and have been talking about it for a while. We looked at it from an EMS standpoint with Ken Albright. They come from the west side of town, so they're coming that way and actually for us, we go up and flip down….our main travel route up in Blain and all that area is Montlieu and then cutting down. Centennial and so forth, going down through there, actually we avoid a lot of stuff because you're trying to cut across traffic, so it really doesn't impact us.*

***Council Member C. Davis**: Thank you.*

Acting Chairman Golden: If there's no one else, I'm not going to close the public hearing, but I will go ahead and **make a MOTION THAT WE ALLOW THE APPLICANT TO TAKE THIS BACK TO PLANNING & ZONING ONCE HE'S MET WITH THE REMAINDER OF THE RESIDENTS THAT HE NEEDS TO MEET WITH**.

Council Member Ewing: **SECOND.**

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

***Council Member C. Davis**: I'd just like to say that I don't see the need for us to remand it back. I believe that if we were to take a vote the item would probably pass this evening in favor of the university by some members on Council. So, you know, if it's something that the majority of this Council is in support of, then I'm sure that there's no need for it be remanded back because if you voted for what they're requesting, then they get what it is they're requesting today.*

***Acting Chairman Golden**: My thinking is I want to give the residents on that street an opportunity to work out what they want to work out before we decide if we want to close or keep it open.*

***Mayor Bencini**: We're not giving up any authority….*

***Acting Chairman Golden**: I want it to come from the residents, not from us. That's my thought process.*

***Council Member Ewing**: I agree. I'd like for the residents to feel comfortable with what's going to happen there, whether it's abandoned or not and I think going back to P & Z will allow them to have the dialogue they need to have. It doesn't hurt us or anyone to give them more time to get more evidence out on the table. I think the safety aspect, I know we heard previously that there wasn't a lot of accidents based on our records, but that was the same thing we heard from staff on Johnson Street and when we moved forward with the stop signs and what-not there, we heard a lot of positives from those residents where it's halted their issues. So I think we can track it as much as we can track it at the city level, but there's probably a lot of safety concerns that we may not know about, but they do because they're sitting right there. I fully support sending it back to P & Z so more information can be heard.*

***Council Member Williams**: I agree for the same reason.*

***Council Member C. Davis**: I'd just like to say one more thing. I appreciate what Mr. Ewing has shared. My thing is it was on our agenda and we continued it to today's date, so any of those conversations should have occurred within the last 30 days and apparently they have not. So what makes us think that it's going to be any different in the next 30-60 days when it comes back to us? Because when I asked the individuals who came to the podium what new information has been shared, they said none. Because they haven't addressed it. They asked for the extension. They asked for the additional time they asked for today and now they're asking again. To be remanded, to me, is no different than the point that Mr. Williams was making about something dragging out and going on. We already know that they haven't used the time that we gave them to be prepared for tonight's meeting, even though they knew it was coming tonight. So I won't be supporting the remanding.*

***Mayor Bencini**: The…..By the time we first had the discussion at Council before it was extended to this night, there was quite a bit of opposition. It's obvious that the university has had the conversations with residents of that area and I think it's just out of courtesy to the university to allow them to go back and take it back to the Planning & Zoning Commission. If there's consensus between the university and those residents, then that's the way it's supposed to be. I don't see that any harm is done. The road will remain open as it goes back and it's open today. So I'm fully in support of remanding the case back to Planning & Zoning. Any other comments?*

All in favor, please say Aye.

Mayor Bencini, Mayor Pro Tem Golden, Council Member Williams, J. Davis and Ewing*: Aye.*

Mayor Bencini: *Any OPPOSED?*

Council Member C. Davis*: No.*

Mayor Bencini*: That motion* ***CARRIES. [5-1 vote]***

[end of transcript]

Remanded Street Abandonment 16-02 back to the Planning & Zoning Commission as requested by High Point University.

A motion was made by Mayor Pro Tem Golden, seconded by Council Member Ewing, that this matter be remanded back to the Planning & Zoning Commission. The motion carried by the following 5-1 vote:

Aye (5): Council Member Williams, Council Member Ewing, Mayor Pro Tem Golden, Mayor Bencini, and Council Member Davis

Nay (1): Council Member Davis

Absent (3): Council Member Hill, Council Member Wagner, and Council Member Alexander

160184 **Ordinance - Dennis N. Bunker III and KMBunker, LLC - Zoning Map Amendment 16-04**

A request by Dennis N. Bunker III and KMBunker, LLC to rezone an approximately 58.4-acre parcel from a Conditional Use Residential Single Family-7 (CU RS-7) District to a Conditional Zoning Residential Single Family-7 (CZ RS-7) District. The site is lying north of N. Main Street and east of Delray Avenue *(4024 North Main Street)*.

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

This request pertains to a 58-acre parcel lying along the north side of North Main Street, east of State Road 66. This property was annexed into the City of High Point in 2007 via a voluntary annexation. At that time, a Conditional Use Residential Single Family-7 o r RS-7 zoning was granted for this site and there was a Conditional Use Permit that limited the site to 150 dwelling units. There were also conditions pertaining to fencing, landscaping and access. A sketch plan was approved that highlighted some environmental sensitive areas on the site. Mr. Shannon advised that the applicant has requested a rezoning of this property to update those zoning conditions that were initially adopted.

He noted they are proposing to maintain the existing RS-7 zoning on the property and they are proposing to maintain the density of a maximum of 150 units. Mr. Shannon then reviewed the following primary changes to this plan, as well as the transportation conditions:

- *The applicant has offered an updated sketch plan to identify the main bulk of the site (Tract 1 and Tract 2, which is the northern portion of the property)*

- *The applicant has proposed a new condition that the Tract 2 portion of the site would not be developed and that no development would take place until such time as a future zoning application is submitted for that portion of the property*

- *The other conditions pertain to **Access .** The site abuts an existing rural subdivision to the north and there were several stub streets the site abuts.*

  The applicant is proposing to amend the manner in which they connect to the abutting subdivision. Mr. Shannon pointed out the location of the main access from the abutting residential subdivision and noted the initial zoning in 2007 indicated that the applicant would improve all of Monterey Circle up to the existing pavement, so they are proposing that this unimproved portion be improved and connect to the existing pavement.

Mr. Shannon reported that the second proposed amendment is regarding Beechnut Drive. The applicant is proposing an amended condition to remove the requirement that that access connection be provided. He noted the final changes involve Beechnut Drive and Thomas Street; the applicant is proposing a condition that there be no improvements to those two right-of-ways until such time as they come in for rezoning of Tract 2 and at that time those access standards to those streets would be evaluated with the future proposal. The applicant has also added the condition that construction traffic or construction vehicles to this site will be restricted to Main Street so that there would be no construction vehicles accessing the site through these local streets.

Mr. Shannon advised that the request is still consistent with the City's Land Use Plan and there is no change in density. The applicant is limiting the site to 150 dwelling units and still looking at single-family detached dwellings to be developed on the site. The previously adopted transportation conditions called for a realignment of Delray Avenue. Mr. Shannon noted there was a condition approved in 2007 that is also being carried forward that Delray Avenue be realigned with Cedarwood Trail to provide a safer intersection for traffic that will be entering this site and a right turn lane into the property. The High Point DOT and NCDOT have looked at the proposed conditions offered by the applicant pertaining to the manner they connect to this abutting subdivision and there were no objections with the proposal as submitted by the applicant with the understanding that at the time Tract 2 area comes in for future rezoning, those access issues will be re-evaluated at that time.

Staff recommends approval of this request and finds it reasonable and in the public interest as it is consistent with the Land Use Plan. The conditions are consistent with the Northwest Area Plan for developing this area with single-family dwellings and the proposed amendments for access will still provide for multiple ways of ingress and egress to this proposed development. The Planning & Zoning Commission reviewed this request at their May public hearing and are also recommending approval by a 7-0 vote.

Following the presentation of the staff report, Council Member J. Davis asked if the cell phone tower was built when this property was originally rezoned and asked about buffering

requirements. Mr. Shannon clarified that the cell phone tower is located on the abutting site to the south and noted it is not part of this zoning application. Staff is not recommending any type of buffer because the applicant is proposing single-family dwellings. Mr. Shannon pointed out there is quite a mixture of uses (combination of single-family, RV repair facility, mobile home park, etc.....

Acting Chairman Golden asked if the paving would be done at the same grade when they pave the unimproved portion and Mr. Shannon believed it would be paved at the same grade, but noted the applicant could provide more details on the manner in which they are proposing to improve it.

At this time, Acting Chairman Golden opened the public hearing asked asked if there was anyone present who wanted to speak regarding this matter.

Judy Stalder, 665 N. Main Street, the applicant's representative, spoke in favor. She recognized the applicant/owner of the property, Dennis Bunker and his wife who were present to answer any questions. Ms. Stalder pointed out a lot of things have changed since 2007 when this property was rezoned with one of the main changes being that NCDOT has paved Monterey Avenue. So their request was just to meet the existing pavement and NCDOT was in agreement with this. Ms. Stalder advised they are requesting the rezoning for the following reasons:

To change the conditions that were part of almost every Conditional Use Permit back in 2007. The environmentally sensitive areas and open space are now regulated by the Development Ordinance, which has been amended. Removing these conditions from the Conditional Use Permit allows some flexibility for the developer. This also changes it from a Conditional Use, which High Point no longer does, to a Conditional Zoning designation.

Although the property was originally set to be developed as single-family residential, they felt Tract 2 may develop in a different way from single-family residential, maybe townhomes, maybe multi-family due to the recent changes on Highway 66 and more of a pressure for development to take place in this area.

The impact on the established neighborhood to the west. They held the required neighborhood meeting, and while the residents were well-informed and understood the pressures of development, they did have some major objections with this development, which was the intrusion of traffic into their neighborhood. As a result, the applicant went back to staff and worked with the Transportation Department and they determined that a connection to Beechnut was not needed. They also contacted NCDOT because they had paved Monterey Circle to see if there was a need to pave all the way to Delray or just extend the pavement to this property. NCDOT agreed all that was necessary was to extend the pavement to this property relieving the neighborhood of any further construction. As a result, to further protect the neighborhood, they added the condition that no construction traffic would go through the neighborhood.

In closing, Ms. Stalder noted their goal was to simplify the zoning request, the zoning conditions from 2007, document possible changes for Tract 2, get this on the record, and to mitigate the impact on the neighborhood.

Council Member J. Davis inquired about the size and price range for these proposed homes.

Dennis Bunker, the property owner/applicant, explained that they do not have a builder/developer for the property yet, but he felt the neighborhood could support homes in the $175,000-$250,000 range.

At this time, Acting Chairman Golden asked if there was anyone else present who would like to speak regarding this matter.

Beverly Gibson, 3906 N. Main Street, stated she was surprised to hear that there had been a meeting because neither she, nor some of the other neighbors from the Rich Fork Creek side had been contacted. She expressed concerns about the run-off from the property and pointed out it was in an environmentally sensitive area at the headwaters of Rich Fork Creek. She stated that she and her neighbors would like to be given more information. Mr. Shannon reported signs were posted for the public hearing and notices were sent out to all property owners within 200 feet of the perimeter of the site.

Council Member C. Davis asked staff to address the creek buffers. Mr. Shannon advised that the Development Ordinance requires a stream buffer along the top bank along both sides of any perennial stream, and in this case a 100-foot buffer is required.

Ms. Stalder added that they did have a neighborhood meeting that was held at the church to the north of this property in which 25 residents attended.

Acting Chairman Golden asked if there were any additional comments. There being none, the public hearing was declared closed.

Adopted an ordinance rezoning an approximate 58.4-acre parcel from a Conditional Use Residential Singe Family-7 (CU RS-7) District to a Conditional Zoning Residential Single Family-7 (CZ RS-7) District based upon the findings as identified in the staff report, consistency with the city's adopted plans and that this decision is reasonable and in the public interest.

A motion was made by Mayor Pro Tem Golden, seconded by Council Member Ewing, that this matter be adopted. The motion carried by the following 6-0 vote:

Aye (6): Council Member Williams, Council Member Ewing, Mayor Pro Tem Golden, Mayor Bencini, Council Member C. Davis, and Council Member J. Davis

Absent (3): Council Member Hill, Council Member Wagner, and Council Member Alexander

Ordinance No. 7218/16-38
Introduced 6/20/2016; Adopted 6/20/2016
Ordinance Book, Volume XIX, Page 101

160185 **Resolution - 550 WF, LLC - Plan Amendment 16-03**

A request by 550 WF, LLC to change the Land Use Map classification for approximately 2 acres from the Low Density Residential and Moderate-Density Residential classifications to the Light Industrial classification. In addition, the Planning & Development Department is requesting to change the Land Use Map classification for approximately 6 acres from the Moderate-Density Residential classification to the Low-Density Residential classification. These requests are for the area lying along the north side of W. Fairfield Road, adjacent to Emerson Street and Holleman Street.

The joint public hearing for this matter and related matter **160186 Zoning Map Amendment 16-10** *was held on Monday, June 20, 2016 at 5:30 p.m.*

Heidi Galanti, Planning Services Administrator with the Planning & Development Department, explained this would be a joint presentation of Land Use Plan Amendment Case 16-03 and Zoning Case 16-10; however, two separate votes would be required on these two cases.

She provided an overview of the staff report for Plan Amendment 16-03, which is hereby attached in Legistar as a permanent part of these proceedings. Ms. Galanti shared a map showing the initial request in the black-hatched area with the white-hatched area that was added by staff for the amendment. She explained that when requests are made for Land Use plan amendments, staff analyzes the request and determines the most logical new boundary for a land use designation, and pointed out staff did add the area long the west side of Fairfield Road.

She then reviewed the existing land uses in the area which include single-family homes, a church, day care center, industrial uses, self-storage facility. The request is to amend the Land Use Plan from Low Density Residential and Moderate Density Residential to Light Industrial and Low Density Residential as shown on the map. The applicant has requested a Land Use Plan Amendment for an area consisting of two parcels totaling approximately two acres with an additional nine parcels added by staff which encompasses the single-family homes, church and the day care making the request amendment area a total of approximately 9 acres.

Note: During Ms. Galanti's presentation, there was a power outage. The meeting was moved to the Third Floor Lobby Conference Room since it was still daylight and the windows allowed enough light to finish the meeting.

Ms. Galanti picked up where she left off in her presentation and noted there have been many changes in the past 30 years resulting in the Land Use classification changing numerous times from Industrial to Low Density Residential, to Office and to Moderate Density Residential. Staff does not see this area changing in the future as it provides housing and convenience of a day care center and it is adjacent to jobs. The request is to amend this area to Light Industrial to support a growing business which is supported by the Goals and Objectives of the Community Growth Vision Statement that calls for retaining and expanding existing industries. The request is also supported by the Land Use Plan which calls for protection of the existing neighborhoods and the provision to housing close to jobs and services.

Staff is recommending approval of Land Use Plan Amendment 16-03. The Planning & Zoning Commission met on May 24, 2016 and also recommended approval by a vote of 7-0.

The presentation on Land Use Plan Amendment 16-03 was followed by a presentation on Zoning Map Amendment 16-10.

Herb Shannon with the Planning & Development Department, provided an overview of the staff report for Zoning Map Amendment 16-10, which is hereby attached in Legistar as a permanent part of these proceedings.

Mr. Shannon advised the applicant is requesting approximately two acres be rezoned along the eastern side of the subdivision. He noted over the past 40 years, this area has been surrounded by industrial development and this is the last residential enclave in this area. The applicant is requesting rezoning of this property to facilitate the expansion of the abutting hosiery facility and they are proposing a 30,000 square foot building expansion that will take up almost all of the parking area. The property owner has purchased two lots and they propose that the parking will be occupied by the building expansion that will be placed upon this property. They have a Conditional Zoning Ordinance in their conditions for the development of this site primarily dealing with access and landscaping. Mr. Shannon noted there is a private drive along the northern boundary of the site and a public street that was abandoned that is currently being used for access.. The applicant has offered a condition that access be restricted to that existing private drive. There will be no new additional access points along Emerson.

Additionally, the applicant has offered higher landscaping standards, a Type C planting yard along the edge of the property next to the residential area which will be a 20-foot wide planting yard with five trees every 100 linear feet and 17 shrubs every 100 linear feet. The applicant has also offered a 5-foot high opaque fence to screen the site.

In this case, staff suggests that the request is reasonable and in the public interest and is recommending approval based upon the reasonableness and public interest statement that is outlined in the staff report. The Planning & Zoning Commission reviewed this request on May 24th and also recommended approval by a 7-0 vote.

At this time, Acting Chairman Golden opened the public hearing and asked if there was anyone present who would like to speak.

Brian Hall, the applicant's representative, Samet Corporation, 309 Gallimore Dairy Road, Suite 102, Greensboro, addressed the Council in support of the request. He prefaced his comments with a brief history on Slane Hosiery, a local textile manufacturing company that is interested in investing and expanding in the City of High Point. Slane is a global company and has been a corporate citizen of High Point for more than 100 years. He then provided an overview of Slane's request for expansion. Their manufacturing building is on the east side of this site with parking and two residential lots to the west. This expansion is to accommodate the new technology that Slane is buying for their global business. They are proposing to place the building as far away from the residential structures as possible and the expansion would be connected to their existing building. The new building will take out

all the existing employee parking so there is a need to replace the parking and they feel the two residential lots would be the appropriate location. Slane acquired these two residential properties that had fallen into disrepair by the previous owner and Mr. Hall shared that in the process they had to hire four different attorneys to work through the bankruptcy proceedings to be able to acquire these properties and stressed the importance of Slane being provided the opportunity to expand their business.

Mr. Hall reported on the neighborhood meeting they had and noted they heard some very positive comments from the neighbors regarding the company, but there were some negative comments regarding traffic and visual concerns. He noted the conditions they offered were meant to address these concerns from the neighbors, specifically the access points. He pointed out their traffic count will not increase, nor will the number of traffic access points. In addition, they are proposing a landscape buffer along the western edge of the property to shield the view of the parking area from the adjacent neighborhood to the west. With the new expansion, they are proposing to take out the dock doors so all dock doors will now face Fairfield which will allow the trucks to also depart onto Fairfield, away from the residential area as close as possible to the facility. Mr. Hall believed the improved traffic flow based on the expansion is a benefit and addresses the concerns that they heard from the neighbors.

Mr. Hall expressed appreciation to Loren Hill, President- High Point Economic Development Corporation, for his assistance and support in their endeavor, as well as all the support they have received from the staff.

Acting Chairman Golden asked if there was anyone else present who would like to speak.

Council Member C. Davis posed a question to Lee Burnette, Director of Planning & Development regarding the location of dock bays and/or parking. Mr. Burnette replied there are a couple of zoning districts that limit dock bays from facing a street (Main Street District and the Corporate Park District), but the Light Industrial District does not.

There being no else to speak or any further comments, the public hearing was declared closed.

Adopted Resolution changing the Land Use Map classification for approximately 2 acres from the Low Density Residential and Moderate Density Residential classifications to the Light Industrial classification, and changing the Land Use Map classification for approximately 6 acres from the Moderate Density Residential classification to the Low Density Residential classification based on meeting the goals and objectives of the Community Growth Vision Statement and the Land Use Plan which call for retaining and expanding existing industries, protecting existing neighborhoods, and providing housing close to jobs, shopping and services.

A motion was made by Mayor Pro Tem Golden, seconded by Council Member C. Davis, that this matter be adopted. The motion carried by the following 6-0 vote:

Aye (6): Council Member Williams, Council Member Ewing, Mayor Pro Tem Golden, Mayor Bencini, Council Member C. Davis, and Council Member J. Davis

Absent (3): Council Member Hill, Council Member Wagner, and Council Member Alexander

Resolution No. 1630/16-30
Introduced 6/20/2016; Adopted 6/20/2016
Resolution Book, XIX, Page 100

160186 **Ordinance - 550 WF, LLC - Zoning Map Amendment 16-10**

A request by 550 WF, LLC to rezone approximately 2 acres from the Residential Single Family 9 (RS-9) District to a Conditional Zoning Light Industrial (CZ-LI) District. The site is lying north of W. Fairfield Road and east of Emerson Street *(506 W. Fairfield Road and 559 Emerson Street).*

The joint public hearing for this matter and related matter **160185 Land Use Plan Amendment 16-03** *was held on Monday, June 20, 2016 at 5:30 p.m.*

Note: This was a joint presentation by staff. For specific comments made at the public hearing on this matter, please refer to **160185 Land Use Plan Amendment 16-03**.

Adopted an Ordinance rezoning approximately 2 acres from the Residential Single-Family 9 (RS-9) District to a Conditional Zoning Light Industrial (CZ-LI) District based on the findings as outlined in the staff report, consistency with the City's adopted plans, and that this decision is considered reasonable and in the public interest.

A motion was made by Mayor Pro Tem Golden, seconded by Council Member C. Davis, that this matter be adopted. The motion carried by the following 6-0 vote:

Aye (6): Council Member Williams, Council Member Ewing, Mayor Pro Tem Golden, Mayor Bencini, Council Member C. Davis, and Council Member J. Davis

Absent (3): Council Member Hill, Council Member Wagner, and Council Member Alexander

Ordinance No. 7219/16-39
Introduced 6/20/2016; Adopted 6/20/2016
Ordinance Book, Volume XIX, Page 102

160187 **Ordinance - West Mountain, LLC and Calvin Leon Johnson - Annexation 16-03**

A request by West Mountain, LLC and Calvin Leon Johnson to consider a voluntary contiguous annexation of approximately 2.08 acres lying along the west side of St. Johns Street, approximately 1,000 feet north of Skeet Club Road. The property is also known as Guilford County Tax Parcels 0169450, 0169451, 0169452 and 0169453.

The joint public hearing regard this matter and related matter **160188 Zoning Map Amendment 16-12** *was held on Monday, June 20, 2016 at 5:30 p.m.*

Herb Shannon of Planning & Development explained staff would do a combined presentation on this matter and **160188 Zoning Map Amendment**, *but it would require separate votes by Council.*

He provided an overview of the staff report for Annexation Case 16-03, which is hereby attached in Legistar as a permanent part of these proceedings.

The applicant is requesting annexation of approximately two acres lying north of Skeet Club Road, approximately 1,000 feet north of the intersection of Skeet Club Road and St. Johns Street for the purpose of access to city utilities. The property abuts the city limits to the east right along St. Johns Street to the south. Existing city service vehicles are already in the area and annexation of these parcels will not negatively impact the city's ability to provide services in this area. Staff feels this is a logical progression of the city's annexation policy for this area.

Regarding the related rezoning case, **Zoning Map Amendment 16-12**, *the applicant is requesting to establish a Residential Single-Family 9 District on this property and is proposing to develop single-family homes adjacent to the Meadow Valley Subdivision. Mr. Shannon noted the applicant will also submit to the city for re-subdivision so that the lots are oriented towards St. John Street in order to develop five to six single-family dwellings on the property. Staff feels the requested RS-9 District is consistent with the zoning patterns established in this development with the same standards established in the area and staff is recommending approval. The Planning & Zoning Commission reviewed the rezoning request at their May 24, 2016 meeting and are also recommending approval by a vote of 7-0.*

At this time, Acting Chairman Golden opened the public hearing and asked if there was anyone present who would like to comment regarding Annexation Case 16-03 or Zoning Map Amendment 16-12.

Greg Garrett, representative for the applicant, West Mountain Funding, LLC, 221 Jonestown Road, Winston Salem, addressed Council in support of the request and was available to answer any questions.

There being no further comments or questions, the public hearing was closed.

Adopted Ordinance providing for the voluntary contiguous annexation of approximately 2.08 acres lying along the west side of St. Johns Street, approximately 1,000 feet north of Skeet Club Road.

A motion was made by Mayor Pro Tem Golden, seconded by Council Member C. Davis, that this matter be adopted. The motion carried by the following 6-0 vote:

Aye (6): Council Member Williams, Council Member Ewing, Mayor Pro Tem Golden, Mayor Bencini, Council Member C. Davis, and Council Member J. Davis

Absent (3): Council Member Hill, Council Member Wagner, and Council Member Alexander

Ordinance No. 7220/16-40
Introduced 6/20/2016; Adopted 6/20/2016
Ordinance Book, Volume XIX, Page 103

160188 **Ordinance - West Mountain Funding, LLC - Zoning Map Amendment 16-12**

A request by West Mountain Funding, LLC to rezone approximately 3.64 acres from a Conditional Use Residential Single Family-9 (CU RS-9) District and the Residential Single Family-40 (RS-40) District within Guilford County's zoning jurisdiction to the Residential Single Family-9 (RS-9) District. The site is lying north of Skeet Club Road and along the east and west side of St. John's Street, running approximately 1,000 feet north of Skeet Club Road. Approval of this rezoning request is contingent upon City Council approval of a voluntary annexation request.

The joint public hearing regard this matter and related matter **160187 Annexation Case 16-03** *was held on Monday, June 20, 2016 at 5:30 p.m.*

Herb Shannon of Planning & Development explained staff would do a combined presentation on this matter and **160188 Zoning Map Amendment**, *but it would require separate votes by Council.*

Note: This was a joint presentation. Please refer to 160187 Annexation Case 16-03 for specific comments made regarding this matter.

Adopted an Ordinance rezoning approximately 3.64 acres from a Conditional Use Residential Family-9 (CU RS-9) District and the Residential Single Family-40 (RS-40) District within Guilford County's zoning jurisdiction to the Residential Single Family-9 (RS-9) District based on the findings as outlined in the staff report, consistency with the City's adopted plans, and that this decision is considered to be reasonable and in the public interest.

A motion was made by Mayor Pro Tem Golden, seconded by Council Member C. Davis, that this matter be adopted. The motion carried by the following 6-0 vote:

Aye (6): Council Member Williams, Council Member Ewing, Mayor Pro Tem Golden, Mayor Bencini, Council Member C. Davis, and Council Member J. Davis

Absent (3): Council Member Hill, Council Member Wagner, and Council Member Alexander

160189 **Ordinance - Angadare Land LP - Zoning Map Amendment 16-13**

A request by Angadare Land LP to rezone approximately 1.56 acres from the Heavy Industrial (HI) District to the Central Business (CB) District. The site is lying along the north side W. Russell Avenue and east of S. Lindsay Street *(302, 304 & 306 W. Russell Avenue)*.

The public hearing for this matter was held on Monday, June 20, 2016 at 5:30 p.m.

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

The applicant is requesting that Council rezone approximately 1.56 acres from the Heavy Industrial (HI) District to the Central Business (CB) District. The site is lying along the north side of W. Russell Avenue and east of S. Lindsay Street (302, 304 and 306 W. Russell Avenue). Mr. Shannon advised the site is currently developed with a vacant warehouse facility and the applicant is requesting zoning to the Central Business District in order to

establish a market showroom that will be on this site. The property is located southwest of the traditional downtown area, but over the past 30 years this area has transitioned and there have been several rezonings for Central Business District in this area to develop as showroom uses. Mr. Shannon noted that the Core City Plan recommended the creation of a Showroom District and this site was part of that area recommended for the market Showroom District.

The site abuts existing Central Business zoning to the east and staff believes the request to be reasonable in the public interest as it is consistent with the City's Land Use Plan and has a Community Regional Commercial Land Use designation. Additionally, the request is consistent with the goals and objectives of the Community Vision Plan and is consistent with the development pattern that has established in this area. Staff recommends approval of this request. The Planning & Zoning Commission reviewed this case at their May 24, 2016 meeting and also recommended approval by a vote of 7-0.

At this time, Acting Chairman Golden opened the public hearing and asked if there was anyone present who would like to speak regarding this matter.

Allen Cousins, 1406 Westchester Drive, owner of the property, addressed Council in support. He shared that he would like to sell the property and did not want to be approached by a cement or chemical company and he did have a successful, upscale, international lighting company that is interested in purchasing the property.

Adopted an Ordinance to rezone approximately 1.56 acres from the Heavy Industrial (HI) District to the Central Business (CB) District based upon the findings as outlined in the staff report, consistency with the City's adopted plans, and that the decision is reasonable and in the public interest.

A motion was made by Mayor Pro Tem Golden, seconded by Council Member C. Davis, that this matter be adopted. The motion carried by the following 6-0 vote:

Aye (6): Council Member Williams, Council Member Ewing, Mayor Pro Tem Golden, Mayor Bencini, Council Member C. Davis, and Council Member J. Davis

Absent (3): Council Member Hill, Council Member Wagner, and Council Member Alexander

Ordinance No. 7222/16-42
Introduced 6/20/2016; Adopted 6/20/2016
Ordinance Book, XIX, Page 105

GENERAL BUSINESS AGENDA

160190 **Appointment - Boards & Commissions - Parks & Recreation Commission**

Council is requested to confirm the appointment of Bryon Stricklin to the Parks & Recreation Commission as Council Member Golden's (Ward 1) appointment (replacing Hazel Rorie). Appointment to be effective July 1, 2016 and will expire July 1, 2019.

Approved the appointment of Bryon Stricklin to the Parks & Recreation Commission.

A motion was made by Council Member Ewing, seconded by Council Member Williams, that these appointments be approved. The motion carried by the following 6-0 vote:

Aye (6): Council Member Williams, Council Member Ewing, Mayor Pro Tem Golden, Mayor Bencini, Council Member C. Davis, and Council Member J. Davis

Absent (3): Council Member Hill, Council Member Wagner, and Council Member Alexander

160191 **Minutes to Be Approved**

- City Manager's Briefing; Monday, June 6 @ 4:00 p.m.
- Regular Council Meeting; Monday, June 6 @ 5:30 p.m.

Approved the preceding minutes as submitted by the City Clerk.

A motion was made by Council Member C. Davis, seconded by Council Member Ewing, that this matter be approved. The motion carried by the following 6-0 vote:

Aye (6): Council Member Williams, Council Member Ewing, Mayor Pro Tem Golden, Mayor Bencini, Council Member C. Davis, and Council Member J. Davis

Absent (3): Council Member Hill, Council Member Wagner, and Council Member Alexander

160030 **Boards & Commissions - Vacancy Report**

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

Note: This information is included for informational purposes only.

Other Business

Concerns Regarding Locked Doors During Public Meetings

Council Member C. Davis expressed concerns about finding out the doors were locked at 6:30 p.m. for tonight's meeting and learning that this is a common practice. She asked if there was not a way to possibly have an officer or somebody stationed at the doors to let people in after the doors are locked if the meeting is still going on. Mayor Bencini stated that he has never heard of a complaint from anyone who could not get into one of the meetings. Deputy City Manager Randy McCaslin also indicated that management has never received a complaint either and noted the design of the building was a problem because of the three entrance points and this creates safety concerns because the entire building is left open.

Council Member C. Davis felt elected officials have an obligation to insure that everybody is able to exercise their right to attend the public meetings. Council Member Ewing pointed out the public hearings are advertised for 5:30 p.m. and without knowing at what specific time each public hearing is going to be heard, most people try to be present at 5:30 p.m. due to fear that they may miss a public hearing. Council Member C. Davis pointed out they still have the right to attend, sit and hear the proceedings and locking the doors keeps them from this right.

ADJOURNMENT

The meeting adjourned at 8:10 p.m. upon motion duly made by Council Member Ewing and second by Council Member J. Davis.

Respectfully Submitted,

_____
William S. Bencini, Jr., Mayor

Attest:

_____
Lisa B. Vierling, MMC
City Clerk

DRAFT

Transportation

PAT McCRORY
Governor

NICHOLAS J. TENNYSON
Secretary

December 29, 2016

Guilford

Subject: Encroachment Agreement - City of High Point - Installation of Historical Marker for Tri City Speedway on SR 1820 (Skeet Club Road) east of Lumsden Lane (non-state maintained road), EA161216G

✓ Mr. Randy E. McCaslin, Deputy City Manager
City of High Point
P. O. Box 230
High Point, NC 27261

Dear Mr. McCaslin:

Attached is a Right of Way Encroachment which has been properly executed.

The Department of Transportation does not guarantee the right of way on this road, nor will it be responsible for any claim for damages brought by any property owner by reason of the installation.

Approval is contingent upon adhering to the attached special provisions.

If you need additional information, please advise.

Sincerely,

J. M. Mills
Division Engineer

JMM/bln/ew
Attachments

cc: B.L. Norris, PE, District Engineer
Edith W. Brady, Museum Director, City of High Point
Vickie Embry, P.E., City of High Point

SPECIAL PROVISIONS

City of High Point
SR 1820
16.1A
EA161216G

All lanes of traffic are to be open from 6:00 am to 9:00 am and 4:00 pm to 7:00 pm Monday thru Friday. There shall be no road closure allowed and also no work during holidays.

An executed copy of this Encroachment Agreement shall be present at the construction site at all times during construction. If safety or traffic conditions warrant such an action, the North Carolina Department of Transportation (NCDOT) reserves the right to stop all work unless evidence of approval can be shown.

This Encroachment Agreement is approval for installation of Historical Marker for Tri City Speedway only. It is recommended that the marker be placed outside the vehicular recovery limits on SR 1820 which is approximately 18'-20' from the edge of pavement.

The City of High Point shall be responsible for maintaining the marker and shall be relocated if inside the project limits for road improvement to SR 1820 and at no cost to NCDOT.

The Second Party to the Encroachment Agreement shall contact Mr. James Marley with the District Engineer's Office at (336) 487-0100 prior to beginning and ending of construction.

All materials and workmanship in the right of way on SR 1820 shall conform to N. C. Department of Transportation's Standards and Specifications.

The encroaching party is required to contact the appropriate Utility Companies involved and make satisfactory arrangements to adjust the utilities in conflict with the proposed work prior to beginning construction and at no cost to the N. C. Department of Transportation.

The encroaching party shall comply with all applicable federal, state and local environmental regulations, and shall obtain all necessary federal, state and local environmental permits, including but not limited to, those related to sediment control, stormwater, wetlands, streams, endanger species, and historical sites.

All Temporary and Permanent Traffic Control Devices shall comply with the most current edition of the Manual on Uniform Traffic Control Devices (MUTCD).

The party of the second part shall provide traffic control devices, lane closures, road closures, positive protection and/or any other warning or positive

protection devices necessary for the safety of motorists and workers during construction and any subsequent maintenance. This shall be performed in conformance with the latest NCDOT Roadway Standard Drawings and Standard Specifications for Roads and Structures and Amendments or Supplements Special Provisions thereto. When there is no guidance provided in the Roadway Standard Drawings and Specifications, comply with the Manual on Uniform Traffic Control Devices for Streets and Highways and Amendment or Supplement thereto. Information as to the above rules and regulations may be obtained from the Division Engineer of the party of the first part.

All personnel performing an activity inside the highway right of way (R/W) are required to be familiar with the NCDOT Maintenance/Utility Traffic Control Guidelines (MUTCD). No specific training course or test is required for qualification in the Maintenance/Utility Guidelines.

All flagging, spotting or operating Automated Flagger Assist Devices (AFAD) inside the highway R/W requires qualified and trained Work Zone Flaggers. Training for this certification is provided by NCDOT approved training resources and by private entities that have been pre-approved to train themselves.

All personnel in charge of overseeing work zone Temporary Traffic Control operations and installations inside the R/W are required to be qualified and trained by Work zone Supervisors. Training for this certification is provided by NCDOT approved training resources.

For questions and or additional information regarding this training program please refer to our web site at https://connect.ncdot.gove/projects/WTZC/Pages/Training.aspx or call J. S. (Steve) Kite, PE at (919) 622-4339 or skite@ncdot.gov or Roger Garrett at (919) 622-4383 or rmgarrett@ncdot.gov, both with the NCDOT work Zone Traffic Control Section.

Any drainage structure disturbed or damaged shall be restored to its original condition as directed by the District Engineer.

Excavation material shall not be placed on the pavement. Drainage structures shall not be blocked with excavation material.

There shall be no excavations left open or unsafe overnight. The contractor shall comply with all OSHA requirements and provide a competent person on site to supervise excavations at all times. All backfill shall be compacted to 95%

density in shoulder sections, 100% in pavement sections and in accordance with AASHTO T99 as modified by the NCDOT.

Strict compliance with the Policies and Procedures for Accommodating Utilities on Highway Rights of Way manual shall be required.

Excavation within 500 feet of a signalized intersection will require notification by the party of the second part to Mr. Dawn McPherson, Division Traffic Engineer at (336) 487-0175. All traffic signal or detection cables must be located prior to excavation.

Ingress and egress shall be maintained to all businesses and dwellings affected by this project.

All driveways altered during construction shall be returned to a state comparable with the condition of the driveway prior to construction.

Any and all roadway signs that are removed due to construction shall be reinstalled as soon as possible.

All disturbed areas shall be repaired with the following rates of seed, fertilizer, and limestone in pounds per acre, and the areas properly mulched and tacked:

25# Reliant Hard Fescue
100# Alta of Ky. 31 Tall Fescue
25# Kenblue Ky. Bluegrass
100# 5-10-10 Fertilizer
4000# Limestone

EA161216G

ROUTE	Skeet Club Road SR 1820	PROJECT	Tri City Speedway Historical Marker	COUNTY OF	STATE OF NORTH CAROLINA Guilford

DEPARTMENT OF TRANSPORTATION

-AND-

City of High Point

High Point, NC

RIGHT OF WAY ENCROACHMENT AGREEMENT FOR NON-UTILITY ENCROACHMENTS ON PRIMARY AND SECONDARY HIGHWAYS

RECEIVED
DEC 29 2016
N.C. DEPT. OF TRANSPORTATION
DIVISION OF HIGHWAYS
DISTRICT ENGINEER'S OFFICE

(NEW NCDOT)

THIS AGREEMENT, made and entered into this the ~~22~~ 29th day of ~~April~~ DEC., 2016 by and between the Department of Transportation, party of the first part; and The City of High Point, High Point, NC party of the second part,

WITNESSETH

THAT WHEREAS, the party of the second part desires to encroach on the right of way of the public road designated as Route(s) Skeet Club Road (SR 1820), located At the southeast corner of Skeet Club Road and Lumsden Lane with the construction and/or erection of: A Tri City Speedway Marker

WHEREAS, it is to the material advantage of the party of the second part to effect this encroachment, and the party of the first part in the exercise of authority conferred upon it by statute, is willing to permit the encroachment within the limits of the right of way as indicated, subject to the conditions of this agreement;

NOW, THEREFORE, IT IS AGREED that the party of the first part hereby grants to the party of the second part the right and privilege to make this encroachment as shown on attached plan sheet(s), specifications and special provisions which are made a part hereof upon the following conditions, to wit:

That the said party of the second part binds and obligates himself to install and maintain the encroaching facility in such safe and proper condition that it will not interfere with or endanger travel upon said highway, nor obstruct nor interfere with the proper maintenance thereof, to reimburse the party of the first part for the cost incurred for any repairs or maintenance to its roadways and structures necessary due to the installation and existence of the facilities of the party of the second part, and if at any time the party of the first part shall require the removal of or changes in the location of the said facilities, that the said party of the second part binds himself, his successors and assigns, to promptly remove or alter the said facilities, in order to conform to the said requirement, without any cost to the party of the first part.

That the party of the second part agrees to provide during construction and any subsequent maintenance proper signs, signal lights, flagmen and other warning devices for the protection of traffic in conformance with the latest Manual on Uniform Traffic Control Devices for Streets and Highways and Amendments or Supplements thereto. Information as to the above rules and regulations may be obtained from the Division Engineer of the party of the first part.

That the party of the second part hereby agrees to indemnify and save harmless the party of the first part from all damages and claims for damage that may arise by reason of the installation and maintenance of this encroachment.

It is clearly understood by the party of the second part that the party of the first part will assume no responsibility for any damage that may be caused to such facilities, within the highway rights of way limits, in carrying out its construction and maintenance operations.

That the party of the second part agrees to restore all areas disturbed during installation and maintenance to the satisfaction of the Division Engineer of the party of the first part. The party of the second part agrees to exercise every reasonable precaution during construction and maintenance to prevent eroding of soil; silting or pollution of rivers, streams, lakes, reservoirs, other water impoundments, ground surfaces or other property; or pollution of the air. There shall be compliance with applicable rules and regulations of the North Carolina Division of Environmental Management, North Carolina Sedimentation Control Commission, and with ordinances and regulations of various counties, municipalities and other official agencies relating to pollution prevention and control. When any installation or maintenance operation disturbs the ground surface and existing ground cover, the party of the second part agrees to remove and replace the sod or otherwise reestablish the grass cover to meet the satisfaction of the Division Engineer of the party of the first part.

That the party of the second part agrees to assume the actual cost of any inspection of the work considered to be necessary by the Division Engineer of the party of the first part.

That the party of the second part agrees to have available at the encroaching site, at all times during construction, a copy of this agreement showing evidence of approval by the party of the first part. The party of the first part reserves the right to stop all work unless evidence of approval can be shown.

Provided the work contained in this agreement is being performed on a completed highway open to traffic; the party of the second part agrees to give written notice to the Division Engineer of the party of the first part when all work contained herein has been completed. Unless specifically requested by the party of the first part, written notice of completion of work on highway projects under construction will not be required.

That in the case of noncompliance with the terms of this agreement by the party of the second part, the party of the first part reserves the right to stop all work until the facility has been brought into compliance or removed from the right of way at no cost to the party of the first part.

That it is agreed by both parties that this agreement shall become void if actual construction of the work contemplated herein is not begun within one (1) year from the date of authorization by the party of the first part unless written waiver is secured by the party of the second part from the party of the first part.

R/W (161A) : Party of the Second Part certifies that this agreement is true and accurate copy of the form R/W (161A) incorporating all revisions to date.

IN WITNESS WHEREOF, each of the parties to this agreement has caused the same to be executed the day and year first above written.

DEPARTMENT OF TRANSPORTATION

BY: _____

DIVISION ENGINEER

ATTEST OR WITNESS:

_____

Cynthia C. Duncan-Smith, Executive Assistant

Randy E. McCaslin, Deputy City Manager

City of High Point

_____

Second Party

INSTRUCTIONS

When the applicant is a corporation or a municipality, this agreement must have the corporate seal and be attested by the corporation secretary or by the empowered city official, unless a waiver of corporate seal and attestation by the secretary or by the empowered City official is on file in the Raleigh office of the Manager of Right of Way. In the space provided in this agreement for execution, the name of the corporation or municipality shall be typed above the name, and title of all persons signing the agreement should be typed directly below their signature.

When the applicant is not a corporation, then his signature must be witnessed by one person. The address should be included in this agreement and the names of all persons signing the agreement should be typed directly below their signature.

This agreement must be accompanied, in the form of an attachment, by plans or drawings showing the following applicable information:

1. All roadways and ramps.
2. Right of way lines and where applicable, the control of access lines.
3. Location of the proposed encroachment.
4. Length and type of encroachment.
5. Location by highway survey station number. If station number cannot be obtained, location should be shown by distance from some identifiable point, such as a bridge, road, intersection, etc. (To assist in preparation of the encroachment plan, the Department's roadway plans may be seen at the various Highway Division Offices, or at the Raleigh office.)
6. Drainage structures or bridges if affected by encroachment.
7. Typical section indicating the pavement design and width, and the slopes, widths and details for either a curb and gutter or a shoulder and ditch section, whichever is applicable.
8. Horizontal alignment indicating general curve data, where applicable.
9. Vertical alignment indicated by percent grade, P.I. station and vertical curve length, where applicable.
10. Amount of material to be removed and/or placed on NCDOT right of way, if applicable.
11. Cross-sections of all grading operations, indicating slope ratio and reference by station where applicable.
12. All pertinent drainage structures proposed. Include all hydraulic data, pipe sizes, structure details and other related information.
13. Erosion and sediment control.
14. Any special provisions or specifications as to the performance of the work or the method of construction that may be required by the Department must be shown on a separate sheet attached to encroachment agreement provided that such information cannot be shown on plans or drawings.
15. The Department's Division Engineer should be given notice by the applicant prior to actual starting of installation included in this agreement.
16. Method of handling traffic during construction where applicable.
17. Scale of plans, north arrow, etc.

HIGH POINT MUSEUM

HIGH POINT
NORTH CAROLINA'S INTERNATIONAL CITY™

Historic Preservation Commission
c/o Robert Robbins
Planning and Development Department
211 S Hamilton, Room 316
High Point, NC 27260

RECEIVED
APR 28 2016
N.C. DEPT. OF TRANSPORTATION
DIVISION OF HIGHWAYS
DISTRICT ENGINEER'S OFFICE

Dear Commissioners:

Please consider this request for approval of two historic highway markers to note the location of two auto racetracks previously located off of Johnson Street and Skeet Club Road. Stock car racing has early roots in the greater High Point area and is still enjoyed by many today. In 2002 the High Point Museum featured an exhibit entitled *When Racing Was Racing*, which traced the history of the sport in this area. It remains our highest attended exhibit, demonstrating the great level of interest in this topic within our community. In addition to being the home of a number of drivers in the early days of stock car racing, High Point also once held races drawing thousands of spectators at two tracks that are now covered by housing subdivisions. We believe these locations are worthy of historical markers.

Attached are photos and documentation related to these two racetracks and a map showing the proposed locations. Below are the wording and proposed design for these signs.

High Point Speedway
Opened on Oct. 20, 1940, this one mile dirt oval track that featured a tunnel entrance was built by the Baity Brothers. First race was an AAA sanctioned Indy big car race followed by three stock car races. Track was closed due to WWII. Notable drivers Bill France, Fonty Flock, Bill Blair, Jimmie Lewallen and Lloyd Seay raced here. Track was located 50 yards west.

Tri City Speedway
Opened in 1947, this ½ mile red dirt track was built by brothers, Bill & Bob Blair. It hosted two NASCAR Grand National races. Herb Thomas won in 1953, and Lee Petty won in 1954. Notable drivers were Fireball Roberts, Flock Brothers, Myers Brothers, Ned Jarrett, Bill Blair, Jimmie Lewallen and Marshall Teague. Last stock car race was 1957. Track located 1/8 mile south.

Thank you for your consideration. Please let me know if you need additional information.

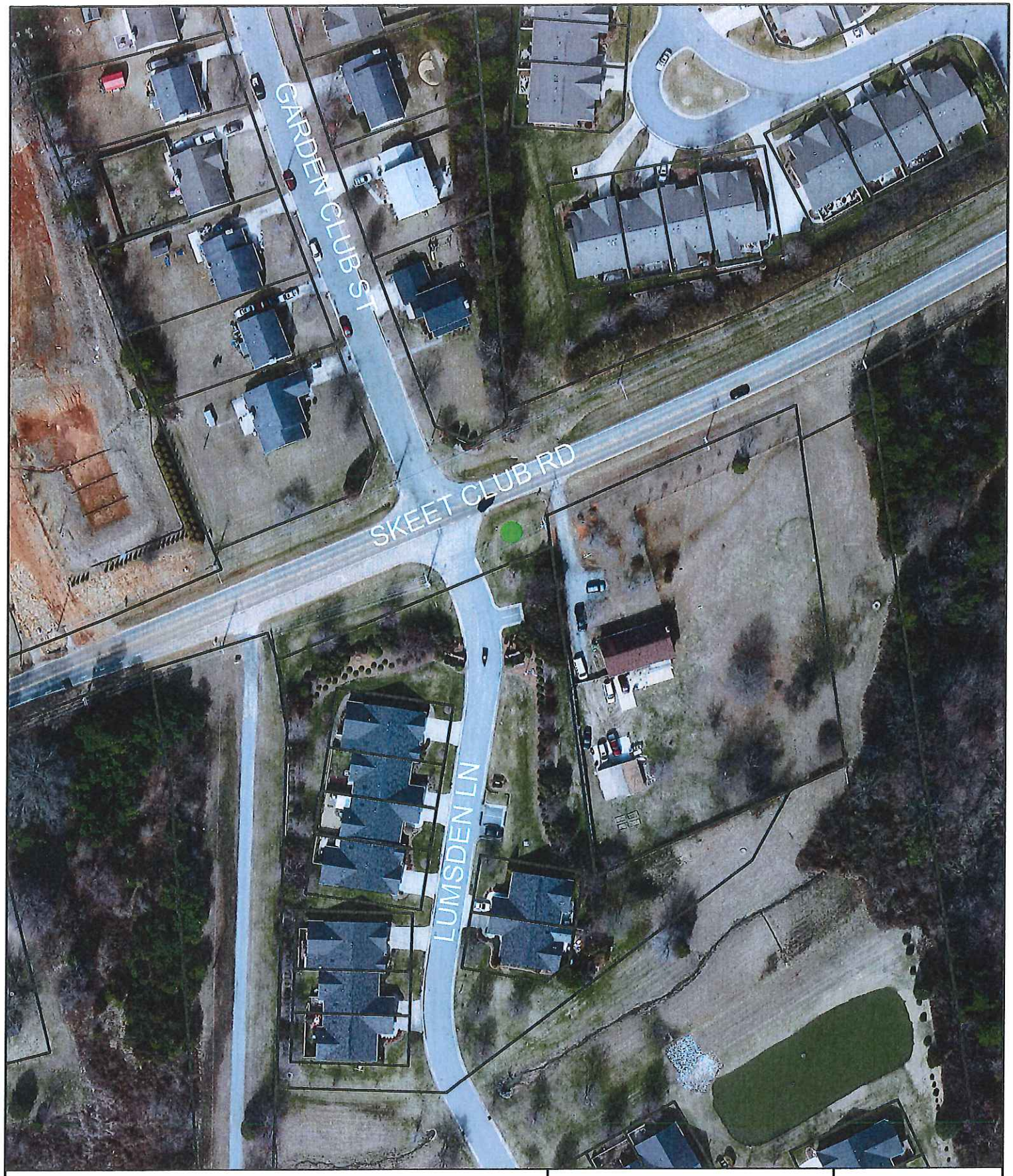
Sincerely,

Edith W. Brady

Edith W. Brady
Museum Director

Phone	FAX	Email
336.885.1859	336.883.3284	edith.brady@highpointnc.gov

High Point Museum, 1859 E. Lexington Ave., High Point, NC 27262 USA



Proposed Historical Marker Locations

- High Point Speedway
- Tri City Speedway

City of High Point Aerial Photograph - 2014

City of High Point
Museum

Date: April 19, 2016

N

Scale: 1"=100'