

City of High Point

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

Meeting Agenda

Thursday, July 9, 2009

9:00:00 AM

Council Chambers, City Hall

City Council

*Rebecca R. Smothers, Mayor
William S. Bencini, Mayor Pro Tem
Latimer B. Alexander, IV, Mary Lou Blakeney,
Foster Douglas, John Faircloth, Michael D. Pugh,
Bernita Sims, M. Christopher Whitley*

ROLL CALL, PRAYER, AND PLEDGE OF ALLEGIANCE**APPROVAL OF THE JOURNAL OF THE PREVIOUS MEETING**

Finance Committee Meeting held Monday, June 1st @ 3:30 p.m.

Planning & Development Committee Meeting held Tuesday, June 2nd @ 2:30 p.m.

Budget Review Session held Tuesday, June 9th @ 4:00 p.m.

Committee of the Whole Meeting held Monday, June 15th @ 4:45/5:30 p.m.

Regular Meeting held Thursday, June 18th @ 9:00 a.m.

REGULAR MEETING ITEMS

Committee Members - Bencini, Douglas, Alexander

090166**Contract - Bid No. 58 - Pad Mount Switches**

Approval of contract awarding Bid No. 58 for the purchase of 15kV Pad Mount Switches to replenish the warehouse stock. Purchase and the Electric Department recommends that contract be awarded to Trayer Engineering in the amount of \$213,750 for the lowest responsible and responsive bidder meeting specifications.

090167**Change Order - Crest Construction Services, Inc. - Deep River Park**

Council is requested to approve contract change order in the amount of \$191,262.00 to the Crest Construction Services contract for the Deep River Recreation Center.

090169**Resolution - NCDOT - High Point Greenway Trail**

Adoption of a resolution for enhancement funding from NCDOT for preliminary engineering of a High Point Greenway Trail beginning at the entrance to University Park off Deep River Road and ending at the entrance to the Piedmont Environmental Center off Penny Road.

090171**Neighborhood Stabilization Program Contract**

Council is requested to authorize the Mayor to execute the Neighborhood Stabilization Program Contract in the amount of \$5,250,000 as part of the Housing and Economic recovery Act of 2008.

Committee Members - Douglas, Pugh, Alexander

090170**Ordinance - Vacate/Close Dwelling - 501-D Meredith Street**

Council is requested to adopt an ordinance ordering the housing inspector to effectuate the vacating and closing of a dwelling located at 501-D Meredith Street belonging to Schmarz Properties, Inc.

Committee Members - Blakeney, Faircloth, Whitley, Alexander

Committee Members - Blakeney, Pugh, Sims, Faircloth

090168

Historic Preservation Commission Member Attendance

A request for City Council to consider the re-instatement of Peary Coughenour as a full voting member of the Historic Preservation Commission.

ADJOURNMENT

**DEPARTMENT OF PLANNING AND DEVELOPMENT
INSPECTION SERVICES
HOUSING ENFORCEMENT DIVISION**

ORDINANCE

REQUEST: Ordinance to Vacate

PROPERTY

ADDRESS: 501-D Meredith Street

OWNER: Schwarz Properties, LLC

FIRST

INSPECTION: Number of Violations: Unsafe 1_Minor 20
* no smoke detectors – corrected 6/30/2009
2-26-2009

HEARING

RESULTS: Dwelling substandard; owner did not appear for hearing
3-18-2009

ORDER(S)

ISSUED: Order to Repair or Vacate
3-18-2009 compliance date of 4-20-2009

APPEALS: None

OWNER

ACTIONS: Owner has made some repairs, heating unit not installed

STATUS OF

CLOSED DWELLINGS:
6-20-2009 Occupied, no mechanical permit obtained for heat

COMPLIANCE

DATE STATUS: Conditions still exist
4-20-2009

EXTENSIONS: none requested

STAFF COMMENTS: As of 6/30/2009, owner has begun making repairs, however all repairs are not complete.



501-D Meredith St

Ordinance to Demolish



Location of subject property

**Department of Planning
and Development**

City of High Point

Date: June 30, 2009



Scale: 1"=200'

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



501 D Meredith Street

NORTH CAROLINA
GUILFORD COUNTY

LOCALLY ADMINISTERED PROJECT - FEDERAL

DATE: 7/14/2009

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

AND

CITY OF HIGH POINT

TIP #: EL-5104
WBS Elements: PE 45215.1.1
ROW _____
CON _____
Federal Aid Project #: TCSP-0710(20)
CFDA #: 20.205
Total Funds [NCDOT Participation] \$95,000

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".

WITNESSETH:

WHEREAS, Section 1702 of the Safe, Accountable, Flexible, Efficient Transportation Equity Act – A Legacy for Users (SAFETEA – LU), establishes High Priority Projects funds, which require that federal funds be available for certain specified transportation activities; and,

WHEREAS, the City of High Point has requested federal funding for the Deep River Greenway, hereinafter referred to as the Project, in Guilford County, North Carolina; and,

WHEREAS, subject to the availability of federal funds, the Municipality has been designated as a recipient to receive funds allocated to the Department by the Federal Highway Administration (FHWA) up to and not to exceed the maximum award amount of \$95,000 for the Project; and,

WHEREAS, the Department has agreed to administer the disbursement of said funds on behalf of FHWA to the Municipality for the Project in accordance with the Project scope of work and in accordance with the provisions set out in this Agreement; and,

WHEREAS, the Department has programmed funding in the approved Transportation Improvement Program for the Project; and,

WHEREAS, the governing board of the Municipality 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 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 of the Project approved by the Board of Transportation.

NOW, THEREFORE, the parties hereto shall execute this Agreement within ninety (90) days of receipt of this Agreement. In the event the Municipality fails to execute said Agreement within ninety (90) days of receipt, the Municipality shall be evaluated by the Department to determine whether forfeiture of funds is warranted.

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

AGREEMENT MODIFICATIONS

Any modification to this Agreement will be agreed upon in writing by all parties prior to being implemented.

Any increases to the funding amount will be agreed upon by all parties by means of a Supplemental Agreement.

SPONSOR 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 Municipality and/or its contractors and agents. The Department will provide technical oversight to guide the Municipality. The Department must approve any assignment or transfer of the responsibilities of the Municipality set forth in this Agreement to other parties or entities.

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.

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 Project consists of the preliminary engineering of a High Point Greenway Trail beginning at the entrance to University Park off Deep River Road (SR 1523) and ending at the entrance to the Piedmont Environmental Center off Penny Road (SR 1536) in Guilford County.

The Department's funding participation in the Project shall be restricted to the following eligible items:

- Planning, Engineering and Design
- Environmental Documentation

as further set forth in this Agreement.

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 up to a maximum amount of Ninety-Five Thousand Dollars (\$95,000), as detailed below. The Municipality shall provide a local match, as detailed in the FUNDING TABLE below, and all costs that exceed the total estimated cost.

FUNDING TABLE

Fund Source	Federal Funds Amount	Reimbursement Rate	Non-Federal Match \$	Non-Federal Match Rate
High Priority Projects	\$95,000	80 %	\$23,750	20 %
Total Estimated Cost			\$118,750	

4. TIME FRAME

The Municipality, and/or its agent, shall complete the Project by October 31, 2011.

The Municipality shall meet milestone dates as stated herein or the Department reserves the right to revoke the funds awarded if the Municipality is unable to meet milestone dates. The Department may extend the deadline for milestone activities if, in the opinion of the Department, circumstances warrant. Extensions of time granted will be documented in writing.

The Project must progress in a satisfactory manner as determined by the Department or the Department and/or FHWA reserves the right to de-obligate said funding.

5. AUTHORIZATION

Upon receipt of an executed agreement, the Department will authorize funds and shall issue a Notice to Proceed to the Municipality, in writing, once funds have been authorized and can be expended. The Municipality shall not contract for, or perform, any work prior to receipt of written authorization from the Department to proceed. Any work performed, or contracts executed, prior to receipt of written authorization to proceed will be ineligible for reimbursement.

6. PROCUREMENT SERVICES

PROCUREMENT POLICY

When procuring professional services, the Municipality must adhere to Title 49 Code of Federal Regulations Part 18.36; 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; and the Department's *Policies and Procedures for Major Professional or Specialized Services Contracts*. Said policies and standards are incorporated in this Agreement by reference at www.fhwa.dot.gov/legisregs/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.
- If the Department is participating in the costs of professional services and the proposed contract exceeds \$30,000, a pre-negotiation audit must be requested from the Department's External Audit Branch.

SMALL PROFESSIONAL AND ENGINEERING SERVICES FIRMS REQUIREMENTS

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Small Professional Services Firms (SPSF). This policy conforms with the SPSF Guidelines as approved by the North Carolina Board of Transportation. These provisions are incorporated into this Agreement by reference www.ncdot.org/doh/preconstruct/ps/contracts/sp/2006sp/municipal.html

- The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

WORK BY ENTITY

If the Professional and Engineering Services required for this project will be undertaken by the Municipality, and the Municipality requests reimbursement, then the Municipality must submit a request and supporting documentation to the Department for review and approval, prior to any work being initiated by the Municipality.

REVIEW AND APPROVAL BY THE DEPARTMENT

All procurement proposals shall be submitted to the Department for review and approval before Municipality executes a contract. The Department will provide written approval to the Municipality.

7. PLANNING / ENVIRONMENTAL DOCUMENTATION

The Municipality shall prepare the environmental and/or planning document, including any environmental permits, needed to construct the Project, in accordance with the National Environmental Policy Act (NEPA) and all other appropriate environmental laws and regulations. All work shall be performed in accordance with Departmental procedures and guidelines. Said documentation shall be submitted to the Department for review and approval.

- The Municipality shall be responsible for preparing and filing with all proper agencies the appropriate planning documents, including notices and applications required to apply for

those permits necessary for the desired improvements. Copies of approved permits should be forwarded to the Department.

- The Municipality shall advertise and conduct any required public hearings.
- If any permit issued requires that action be taken to mitigate impacts associated with the improvements, the Municipality shall design and implement a mitigation plan. The Department will determine if any mitigation costs are eligible for reimbursement. The Municipality shall bear all costs associated with penalties for violations and claims due to delays.
- The Municipality shall be responsible for designing an erosion control plan if required by the North Carolina Sedimentation Pollution Control Act of 1973, NCGS 113A, Article 4, incorporated in this Agreement by reference at www.ncleg.net/gascripts/Statutes/Statutes.asp and obtaining those permits required for the Project.

8. DESIGN

CONTENT OF PLAN PACKAGE

The Municipality, and/or its agent, shall prepare the Project's plans, specifications, and a professional estimate of costs (PS&E package), in accordance with the Department's guidelines and procedures, and applicable Federal and State standards. All work shall be submitted to the Department for review and approval. The plans shall be completed to show the design, site plans, landscaping, drainage, easements, and utility conflicts.

CHANGE ORDERS

If any changes in the Project plans are necessary, the Department must approve such changes prior to the work being performed.

FINAL PROJECT CERTIFICATION

Upon completion of the Project, the Municipality shall provide a certification to the Department that all work performed for this Project is in accordance with all applicable standards, guidelines, and regulations.

9. REIMBURSEMENT

SCOPE OF REIMBURSEMENT

Activities eligible for funding reimbursement for this Project shall include:

- Planning, Engineering and Design
- Environmental Documentation

REIMBURSEMENT GUIDANCE

The Municipality shall adhere to applicable administrative requirements of Title 49 Code of Federal Regulations, Part 18 (www.fhwa.dot.gov/legregs/directives/fapgtoc.htm) and Office of Management and Budget (OMB) Circulars A-102 (www.whitehouse.gov/omb/circulars/index.html) "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments." 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/legregs/directives/fapgtoc.htm and by Office of Management and Budget (OMB) Circular A-87 (www.whitehouse.gov/omb/circulars/index.html) "Cost Principles for State, Local, and Indian Tribal Governments." 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 federal funding.

▪ 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.

- **WORK PERFORMED BY NCDOT**

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, shall reduce the maximum award amount of \$95,000 available to the Municipality under this Agreement. If the cost of work done by the Department exceeds the funding award, the Department will bill the Municipality for the excess costs.

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.

- **INTERNAL APPROVALS**

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

- **TIMELY SUBMITTAL OF INVOICES**

The Municipality shall invoice the Department for work accomplished at least once every six (6) months to keep the Project funds active and available. If the Municipality is unable to invoice the Department, then they must provide an explanation. Failure to submit invoices or explanation may result in de-obligation of funds.

- **FINAL INVOICE**

All invoices associated with the Project must be submitted within six (6) months of the completion and acceptance of the Project to be eligible for reimbursement by the Department. Any invoices submitted after this time will not be eligible for reimbursement.

10. REPORTING REQUIREMENTS AND RECORDS RETENTION

PROJECT EVALUATION REPORTS

The Municipality is responsible for submitting Project evaluation reports, in accordance with the Department's guidelines and procedures, that detail the progress achieved to date for the Project.

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.

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.

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 High Priority Projects 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, EXCESS 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, or if the cost of work done by the Department exceeds the funding award, the Department will bill the Municipality.

TERMINATION OF PROJECT

If the Municipality decides to terminate the Project 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 Project.

AUDITS

In accordance with OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations" (www.whitehouse.gov/omb/circulars/a133/a133.html) dated June 27, 2003 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.

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.

ATTEST:

CITY OF HIGH POINT

BY:

Lisa B. Vierling

BY:

Rebecca R. Smithers

TITLE: City Clerk

TITLE: Mayor

DATE: 10/20/09

Approved by City Council of the City of High Point as attested to by the signature of Lisa B. Vierling Clerk of the Council on 10/20/09 (Date)

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



[Signature]
(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:

[Signature]
(STATE HIGHWAY ADMINISTRATOR)

DATE:

11/20/09

APPROVED BY BOARD OF TRANSPORTATION ITEM O: August 6, 2009

City Clerk's Office

Lisa B. Vierling, MMC
CITY CLERK

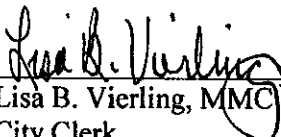


Upon motion duly made by Council Member Alexander and seconded by Council Member Faircloth the attached Resolution (High Point GreenwayTrail- EL-5104) was unanimously adopted. [9-0 vote]

CLERK'S CERTIFICATION

I, Lisa B. Vierling, City Clerk of the City of High Point, North Carolina, do hereby certify that the attached resolution is a true and correct copy of a resolution duly adopted by the High Point City Council in official session during a meeting held on Thursday, July 9, 2009. The original of which is now on file in the office of the City Clerk of High Point, North Carolina.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official Seal of the City of High Point, North Carolina this 9th day of July, 2009.


Lisa B. Vierling, MMC
City Clerk



RESOLUTION
By the
HIGH POINT CITY COUNCIL
HIGH POINT GREENWAY TRAIL (Project # EL-5104)

WHEREAS, the City of High Point has requested enhancement funding for preliminary engineering of a High Point Greenway Trail beginning at the entrance to University Park off Deep River Road (SR 1523) and ending at the entrance to the Piedmont Environmental Center off Penny Road (SR 1536), in Guilford County North Carolina; and,

WHEREAS, the North Carolina Department of Transportation has agreed to program funding in the 2009-2015 Transportation Improvement Program, as revised, for said project in Guilford County; and,

WHEREAS, the City of High Point proposes to enter into an agreement with the North Carolina Department of Transportation for said improvements; and,

WHEREAS, under the proposed agreement and subject to the agreement provisions, the North Carolina Department of Transportation shall reimburse the City of High Point an amount equal to eighty percent (80%) of the approved eligible expenses up to the maximum federal award of \$95,000.00; and,

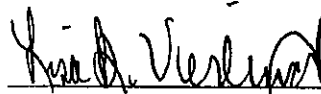
WHEREAS, the City of High Point shall provide at least twenty percent (20%) matching funds and all costs that exceed the federal award of \$95,000.00.

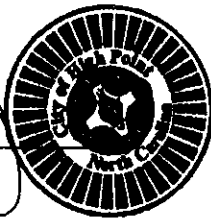
NOW, THEREFORE, BE IT RESOLVED that the High Point City Council does hereby authorize the Mayor or the City Manager to execute the required Agreement with the North Carolina Department of Transportation.

Adopted by the High Point City Council this 9th day of July, 2009.


Rebecca R. Smothers, Mayor

Attest:


Lisa B. Vierling, City Clerk



RESOLUTION
By the
HIGH POINT CITY COUNCIL
HIGH POINT GREENWAY TRAIL (Project # EL-5104)

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WHEREAS, the City of High Point shall provide at least twenty percent (20%) matching funds and all costs that exceed the federal award of \$95,000.00.

NOW, THEREFORE, BE IT RESOLVED that the High Point City Council does hereby authorize the Mayor or the City Manager to execute the required Agreement with the North Carolina Department of Transportation.

Adopted by the High Point City Council this 9th day of July, 2009.


Rebecca R. Smothers, Mayor

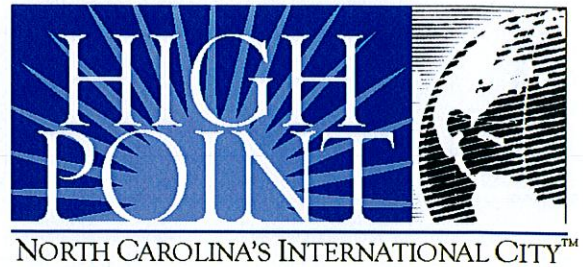
Attest:


Lisa B. Vierling, City Clerk



City Clerk's Office

Lisa B. Vierling, MMC
CITY CLERK

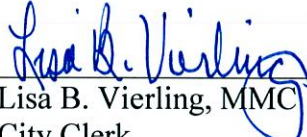


Upon motion duly made by Council Member Alexander and seconded by Council Member Faircloth the attached Resolution (High Point Greenway Trail- EL-5104) was unanimously adopted. [9-0 vote]

CLERK'S CERTIFICATION

I, Lisa B. Vierling, City Clerk of the City of High Point, North Carolina, do hereby certify that the attached resolution is a true and correct copy of a resolution duly adopted by the High Point City Council in official session during a meeting held on Thursday, July 9, 2009. The original of which is now on file in the office of the City Clerk of High Point, North Carolina.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official Seal of the City of High Point, North Carolina this 9th day of July, 2009.


Lisa B. Vierling, MMC
City Clerk



AIA® Document G701™ – 2001

Change Order

PROJECT (Name and address): City of High Point-Deep River Park	CHANGE ORDER NUMBER: 003(REVISED) DATE: June 4, 2009	OWNER: ☐ ARCHITECT: ☐ CONTRACTOR: ☐ FIELD: ☐ OTHER: ☐
TO CONTRACTOR (Name and address): Crest Construction Services, Inc. 1196-A Pleasant Ridge Road, Suite 1 Greensboro, NC 27409	ARCHITECT'S PROJECT NUMBER: 06068 CONTRACT DATE: May 29, 2008 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
To include the following changes as described in the attached documentation:

PCO #8R2: Provide and install metal stud framing and drywall from top of the block wall to the roof deck in the gymnasium plus 21 additional days.....\$34,754.00

PCO #9R2: Provide and install solid surface countertops in lieu of specified plastic laminate countertops per owner request plus 7 additional days.....\$12,469.00

PCO #13R: Provide and install wire cages for the wall mounted fixtures in the gym plus 6 additional days.....\$13,983.00

PCO #14: Raise the existing backflow preventor for the fire protection line plus 6 additional days.....\$1,590.00

PCO #15: Relocate the control panel and thermostat for heat pump system #1 and #2 from the present location to office #102 plus 6 additional days.....\$2,284.00

PCO #16: Provide and install the upgraded scoreboard per the owner's request plus 6 additional days.....\$2,268.00

PCO #17R: Provide and install the additional wall padding in the gymnasium per the owner's request plus 4 additional days.....\$5,984.00

PCO #20R: Provide and install millwork in office to match Allen Jay per Owner request plus 4 days.....\$8,277.00

PCO #22R: Delay incurred while awaiting the issue of the building permit plus 42 additional days.....\$19,019.00

PCO #23: Asphalt pavement, repair, and overlay as detailed plus 14 days.....\$90,634.00

The original Contract Sum was	\$ 1,372,000.00
The net change by previously authorized Change Orders	\$ 9,004.00
The Contract Sum prior to this Change Order was	\$ 1,381,004.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 191,262.00
The new Contract Sum including this Change Order will be	\$ 1,572,266.00

The Contract Time will be increased by One Hundred and Seven (116) days.

The date of Substantial Completion as of the date of this Change Order therefore is May 9, 2009

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.



June 22, 2009

To: Randy McCaslin, Assistant City Manager

From: Garey Edwards, Director of Electric Utilities

Subject: Bid No. 58-060309
15 kV Pad Mount Switches

On June 3rd the City of High Point held the above listed bid opening. We requested bids from 7 companies. The unit could have been supplied by anyone of the companies; Trayer Engineering was the only one to supply a bid.

I recommend that the City Council authorize the purchase the pad mount switches from **Trayer Engineering** for the total price of **\$213,750.00**, they were the lowest responsive bidder meeting specifications.

cc: file
Bob Martin
Jeff Moore
Josh Williams
Sherry Smith
Larry Hopkins

BID INFORMATION AND RECOMMENDATION**BID #58-060309****DATE OPENED: 06/03/09****DESCRIPTION: PADMOUNT SWITCHES****BID PACKAGES DISTRIBUTED: 7****DEPARTMENT: WAREHOUSE / ELECTRIC****SOURCE OF FUNDS: 631783 - 529182****BUDGETED AMOUNT: \$215,000.00****RECOMMENDED AWARD**

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
2	SWITCH #11218	\$31,635.00	\$63,270.00
2	SWITCH #11219	\$36,100.00	\$72,200.00
2	SWITCH #11220	\$39,140.00	\$78,280.00

PURPOSE: To replenish stock in the warehouse.**COMMENTS:** N/A**BID TABULATION**

TRAYER ENGINEERING c/o USA P.O. BOX 1169 WAKE FOREST, NC 27587	11218	2	\$31,635.00	\$63,270.00	126-154 DAYS
	11219	2	\$36,100.00	\$72,200.00	
	11220	2	\$39,140.00	\$78,280.00	

The **ELECTRIC DEPARTMENT** and **PURCHASING DIVISION** recommend that the purchase of **PADMOUNT SWITCHES** be awarded to **TRAYER ENGINEERING c/o USA**, the lowest responsible and responsive bidder meeting specifications for the total amount of **\$213,750.00**.

DATE OF RECOMMENDATION: June 29, 2009

Approved by:

Strib Boynton, CITY MANAGER

MEMORANDUM

To: Honorable Mayor & City Council 
From: G. Lee Burnette, Planning & Development Director
Date: June 24, 2009
Subject: **HPC Commission Member Attendance—Peary Coughenour**

The Development Ordinance's attendance requirements do not allow members of the Planning and Zoning Commission (P&Z), Board of Adjustment (BOA) or Historic Preservation Commission (HPC) to miss more than 33% of the regular meetings in a calendar year or miss 3 consecutive regular meetings. When this occurs, the member loses status as a voting member of the board until the City Council reinstates the member or appoints someone to replace the member.

Peary Coughenour on the HPC Commission missed three consecutive regular meetings in March, May and June of this year. These absences were not excused absences under the terms of the attendance requirements. Mr. Coughenour has stated to staff that these absences were due to a scheduling conflict with prior business commitments. He further stated that he does not foresee this occurring again and requests the City Council to reinstate him as a full voting member of the commission. Mr. Coughenour's first term of office expires in October 2010.

Listed below is Mr. Coughenour's attendance record since being appointed to the Commission on December 4, 2007. It is requested that the City Council consider the reinstatement of Mr. Coughenour.

Historic Preservation Commission			
Member	Area	2008 Regular Meeting Attendance	2009 Regular Meeting Attendance
Peary Coughenour	Ward 4	5 of 6	1 of 4

* Excused absences are not included in the attendance record.

Administration
336.883.3328

Planning Services
336.883.3328

Development Services
336.883.3328

Inspection Services
336.883.3151