

City of High Point

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



Meeting Agenda

Monday, June 16, 2014

5:30 PM

Council Chambers

City Council

*Bernita Sims, Mayor
James C. Davis, Mayor Pro Tem
Foster L. Douglas, Jason P. Ewing,
Jeffrey J. Golden, Judith P. Mendenhall,
Britt W. Moore, Rebecca R. Smothers,
Jay W. Wagner*

ROLL CALL, PRAYER, AND PLEDGE OF ALLEGIANCE**FINANCE COMMITTEE - Council Member Moore, Chair****CONSENT AGENDA ITEMS**

- [140154](#) Budget Ordinance Amendment - Refunding Bonds
Adoption of a Budget Ordinance amending the 2013-2014 Budget Ordinance to appropriate funds in the amount of \$8,824,024.00 in connection with Refunding Bonds.
- [140155](#) Budget Ordinance Amendment - Revenue Bonds
Adoption of a Budget Ordinance amending the 2013-2014 Budget Ordinance to appropriate funds in the amount of \$2,138,250.00 in connection with Revenue Bonds.
- [140156](#) Budget Ordinance Amendment - FEMA Reimbursement - Ice Storm
Adoption of a Budget Ordinance amending the 2013-2014 Budget Ordinance to appropriate funds in the amount of \$2,135,679.00 for expenditures related to the March 2014 ice storm.
- [140157](#) Budget Ordinance Amendment - Fire Department
Adoption of a Budget Ordinance amending the 2013-2014 Budget Ordinance to appropriate funds in the amount of \$72,512.00 for the Fire Department (Station No. 4 damages).
- [140158](#) Municipal Agreements - NCDOT - Traffic Signs and Pavement Markings
Council is requested to authorize the City Manager to execute North Carolina Department of Transportation (NCDOT) Municipal Agreements for Reimbursement Schedules for Traffic Signs (Schedule A) and Pavement Markings (Schedule B) on state roadways in High Point.
- [140159](#) Contract - Asplundh - Tree Trimming Services
Council is requested to approve contract with Asplundh Tree Expert Company in the amount of \$600,000.00 for tree trimming services within the City of High Point. This is a new contract that was negotiated by ElectriCities as part of our joint purchasing agreement.
- [140160](#) Contract Extension - Bid No. 35 - Badger Water Meters
Approval of extension contract for Bid No. 35 with Carolina Meter & Supply for Badger Water Meters in the amount of \$244,000.00.
- [140161](#) Contract - Bid No. 62 - Fire Department Training Tower
Approval of award of contract for Bid No. 62 for the construction of a Fire Department Fire Training Tower. Purchasing and the Fire Department recommends that contract be awarded to Bar Construction Company in the amount of \$328,321.00 which is the lowest responsive and responsible bidder meeting specifications.
- [140162](#) Resolutions - Authorizing Signatories for City Depositories & Investments

Council is requested to adopt resolutions with financial institutions with which the city conducts deposits, disbursement and/or investment relationships to update signatories for the city.

REGULAR AGENDA ITEMS

FINANCE COMMITTEE - Council Member Moore, Chair

- [140164](#) City of High Point 2014-2015 Budget Ordinance and Related Documents
City Council is requested to adopt the FY 2014-2015 Budget Ordinance for the City of High Point and related ordinances and/or resolutions.
- [140165](#) High Point Convention & Visitors Bureau - 2014-2015 Annual Budget
City Council is requested to approve the annual budget for the High Point Convention & Visitors Bureau (CVB) for FY 2014-2015.
- [140166](#) International Home Furnishings Market Authority - 2014-2015 Annual Budget
City Council is requested to approve the FY 2014-2015 annual budget for the International Home Furnishings Market Authority (Market Authority).

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

- [140180](#) Section 108 Funding - Meredith Street Apartment Project
Consideration of authorization for the use of Section 108 funding for the Meredith Street Apartment project.
- [140167](#) Ordinance -Vacate & Close - 117-D Oakwood Street
Council is requested to adopt an ordinance ordering the inspector to effectuate the vacating and closing of a structure located at 117-D Oakwood Street belonging to Custom Property Development, LLC.
- [140168](#) Ordinance - Demolition - 400 Vine Street
Council is requested to adopt an ordinance ordering the inspector to effectuate the demolition of a structure located at 400 Vine Street belonging to Basil N. Agapion.
- [140169](#) Ordinance - Demolition - 905 Worth Street
Council is requested to adopt an ordinance ordering the inspector to effectuate the demolition of a structure located at 905 Worth Street belonging to Irene Palamanis.
- [140170](#) Ordinance - Demolition - 2002 E. Green Drive
Council is requested to adopt an ordinance ordering the inspector to effectuate the demolition of a structure located at 2002 E. Green Drive belonging to Bible Way Fire Baptized Holiness Church of God of Americas.

PUBLIC HEARINGS - 6:15 P.M.**COMPREHENSIVE PLANNING COMMITTEE - Council Member Smothers,
Chair**

- [140171](#) Special Use Permit Case 14-01 - Guilford County Schools
A request by Guilford County Schools to permit high mast lighting fixtures greater than 50 feet in height within a Residential Single Family-7 (RS-7) District. The property is located along the east side of McGuinn Drive, approximately 2,000 feet north of E. Lexington Avenue (1920 McGuinn Drive - Andrews High School tennis courts).
- [140172](#) Ordinance - Zoning Case 14-05 - College Preparatory and Leadership Academy of High Point
A request by the College Preparatory & Leadership Academy of High Point to rezone approximately 11.5 acres from a Conditional Use Highway Business (CU-HB) District to a Conditional Zoning Light Industrial (CZ-LI) District. The site is lying at the southeast corner of Business 85 and Riverdale Drive (4201 Furniture Avenue).
- [140173](#) Resolution - Street Abandonment Case 14-03 - City of High Point
A request by the Technical Review Committee to abandon (close) excess right of way lying along the north side of Vail Avenue, between George Place and Cassell Street.
- [140174](#) Resolution - Street Abandonment Case 14-04 - City of High Point
A request by the Technical Review Committee to abandon (close) a partially improved alley lying along the south side of W. English Road, between N. Lindsay Street and Oakwood Street.

MISCELLANEOUS

- [140175](#) Change in Meeting Schedule - Cancellation of July 1st Regular City Council Meeting
Council is requested to make a change in the regular City Council meeting schedule to cancel the July 7th 5:30 p.m. Regular City Council Meeting due to the 4th of July holiday week. Regular meetings will resume on Monday, July 21st at 5:30 p.m. and public comments will be received at 6:00 p.m. during that meeting.

BOARDS AND COMMISSIONS APPOINTMENTS AND VACANCY REPORT

- [140176](#) Citizens Advisory Council - Reappointments
Council is requested to confirm the reappointments of Ms. Theresa Eckard (Mayor Sims); Mr. Jeff Sypole (Ward 3); Thomas Kak (Ward 5) and Myra Clodfelter (Ward 4) to the Citizens Advisory Council. Appointments to effective immediately and will expire May 31, 2016.
- [140177](#) Appointment - Library Board of Trustees
Council is requested to confirm the appointment of Ms. Yvonne Matlosz

to the Library Board of Trustees as the Ward 6 representative. Ms. Matlosz will be filling the unexpired term of Lisa Grigg who resigned. Appointment to be effective immediately and will expire October 31, 2015.

[140178](#)

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

APPROVAL OF THE MINUTES OF PREVIOUS MEETINGS

[140179](#)

Minutes to be approved
Regular City Council Meeting - Monday, June 2 @ 5:30 p.m.
Budget Public Hearing - Thursday, June 5 @ 9:00 a.m.

ADJOURNMENT

High Point City Council

Application for Appointment To Boards and Commissions

All appointments to City boards and commissions are made by the Mayor and City Council and are not limited to those persons who fill out applications.

Name: Yvonne Lorber Matlosz **Date Submitted:** Jan. 14, 2013

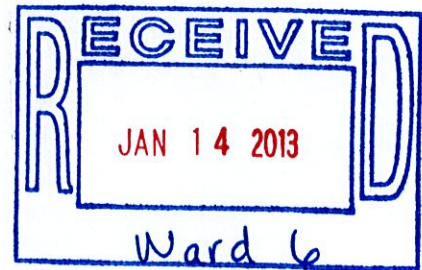
Street Address: 4005 Oak Hollow Drive
High Point NC 27265

Email: ymatlosz@mindspring.com

Employer: UNC-Greensboro

Business Address: 103-F Foust Building, UNCG 27413

Phone home: 336-259-9917 **work:** 336-334-5560 **fax:**



Do you live inside the corporate limits of High Point? **Yes**

If not, do you live within High Point's extraterritorial zoning jurisdiction? **Yes**

Please select (in order of preference) the boards and commissions on which you would be willing to serve.

1. **Library Board of Trustees**
2. **2nd Selection**
3. **3rd Selection**

Have you participated in the City Government 101 Course? **No**

Please list any work, volunteer, and/or educational experience that you would like us to consider in the review of your application.

My resume was sent to the City Clerk. Please let me know if it has not been received. Thanks!

YVONNE LORBER MATLOSZ
4005 Oak Hollow Drive
High Point, NC 27265
336-259-9917 / ymatlosz@mindspring.com

WHAT I BRING TO YOUR ORGANIZATION

- Flexibility
- Organization
- Attention to detail
- A sense of humor
- Creative problem solving
- Ability to communicate clearly
- Commitment to life-long learning
- Excellent people skills

EXPERIENCE

2007 – Current	Program Coordinator – International & Global Studies, UNC-Greensboro
2006 – 2007	Substitute Teacher – Guilford County Schools
2004 – 2006	Human Resources – iSurety, Inc., High Point, NC Worked closely with the President and HR Director on a wide range of projects: website, newsletter, trademark process, training materials, etc. Most of my work revolved around activities that supported and maintained the corporate culture in our company.
1996 – 2003	Client Services – YANKELOVICH PARTNERS, INC., Chapel Hill, NC Assistant to the CEO – FGI, INC., Chapel Hill, NC Initially managed business activities for CEO and Chairman of marketing communications and then progressed into project management for a wide variety of special projects. I transferred to the marketing research division (The Segmentation Company) and assumed project management responsibilities in client services and marketing.
1994 - 1996	Marketing Associate - MARKETING OUTCOMES, INC., Annapolis, MD Managed business activities for Vice President. Coordinated logistics for the creation, development and delivery of customized sales and management training seminars to Fortune 500 clients.
1992 - 1994	Credit Analyst/Underwriting Assistant - CTX MORTGAGE, Charlotte, NC
1988 - 1992	Office Manager - AGURS & TURNER, Charlotte, NC

EDUCATION

- 1975 - 1987 **Oak View Elementary and Shadybrook Elementary - High Point, NC**
Northeast Jr. High - High Point, NC
Wesleyan Academy - High Point, NC
T. W. Andrews High School - High Point, NC
- 1987 - 1992 **University of North Carolina, Charlotte, NC 28223**
Degree: Bachelor of Arts
Majors: English and Psychology
- College Scholars of America
 - Served as Dorm President, Floor President and Suite Representative
 - Representative at the South Atlantic Conference for Coordinators of Residence Halls
 - Member of NC Student Legislature
 - Served on Membership and Publicity committees
 - English tutor for foreign exchange students
 - Dean's List at Guilford Technical Community College while taking transfer courses
 - Interned for two semesters at the Center for Developmental Disabilities teaching preschool
- 1992 – 1993, 2003 **Central Piedmont Community College, Charlotte, NC**
Courses: International Marketing, Accounting, Business Law, Lateral Entry Teaching Certificate
- 1992 - 1994 **Mortgage Bankers of America, Washington, D.C.**
Courses: Appraisals, Underwriting, Mortgage Banking, Government Compliance, Real Estate Law
- 1994 **School of Modern Montessori in London, England**
Course: *Modern Montessori Teaching* (Home Study Course)
- 1996 – 2013 Accumulated over 300 Continuing Education credits in various subjects.

TECHNOLOGY/OTHER SKILLS

Experience with basic computer software for IBM and MacIntosh (AmiPro, Microsoft Word, Excel, PowerPoint, PageMaker, Persuasion, Photoshop, Freehand, Access, ClarisWorks, FoxPro, CalendarMaker, Dynodex, Quicken, Microsoft Excel, Fireworks, Dreamweaver). Basic HTML, desktop publishing and web design.

Strong written and verbal communication skills.

Yvonne Matlosz • 4005 Oak Hollow Drive • High Point, NC 27265
336-259-9917 ymatlosz@mindspring.com

VOLUNTEER POSITIONS

- 2003 - Current **Girl Scouts of America – Peaks to Piedmont Council**
- Troop Leader
 - Service Unit Consultant
 - Adult Education Facilitator
 - Served on council-wide Communications Task Force
- Covenant Church United Methodist**
- Sunday School Teacher
 - Puppet Ministry
- 2003 - 2009 **Southwest Elementary**
- Volunteer Chairperson
 - Created and maintained PTA website
- 2000 – 2003 **GLEN ARBOR AT DOMINION PARK HOA, RALEIGH, NC**
- Created, promoted and maintained an online message board for our neighborhood.
 - Served on Board of Directors
- 1997 - 1999 **Vice President and Membership Chairperson – INCC**
- Responsible for helping the President to fulfill his/her duties. Chaired the membership committee and was responsible for maintaining the membership database, sending out materials to all new members and prospective members, preparing and distributing the annual membership directory. Helped launch and develop content for website. We averaged 600 members during the years that I served.
- 1990 – 1994 **Crisis Counselor – REACHLINE, INC., Charlotte, NC**
- Counseled callers with wide range of problems, supervised high school interns, referred callers to other agencies, maintained administrative files, prepared summary reports, and acted as liaison between out-patient clients and their physicians.

REFERENCES

Available upon request.

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

**ORDINANCE
REQUEST:**

Ordinance to Demolish

**PROPERTY
ADDRESS:**

2002 E Green Drive

OWNER:

Bible Way Fire Baptized Holiness Church of God of Americas

**FIRST
INSPECTION
1-14-2013**

Summary of Major Violations

- 1) structural damage to the roof and exterior wall system
- 2) rotten flooring system
- 3) heating unit has been removed
- 4) electrical system has been removed
- 5) plumbing system has been removed
- 6) structurally unsafe porch flooring
- 7) interior walls removed

**HEARING
RESULTS:
2-19-2013**

Representatives of the organization appeared for the hearing. During the hearing, the following findings of fact were established. There are numerous violations of the Minimum Housing Code. There are structural violations creating an unsafe dwelling. The dwelling is currently uninhabitable due to numerous Minimum Housing Code violations. In its present state necessary repairs to the dwelling exceed 50% of the current tax value. The Guilford County Tax value of the dwelling is \$9,700. The repair estimate is \$48,400.

**ORDER(S)
ISSUED:
2-19-2013**

Order to Repair or Demolish with a compliance date of 5-20-2013

APPEALS:

No appeals to date.

**OWNER
ACTIONS:**

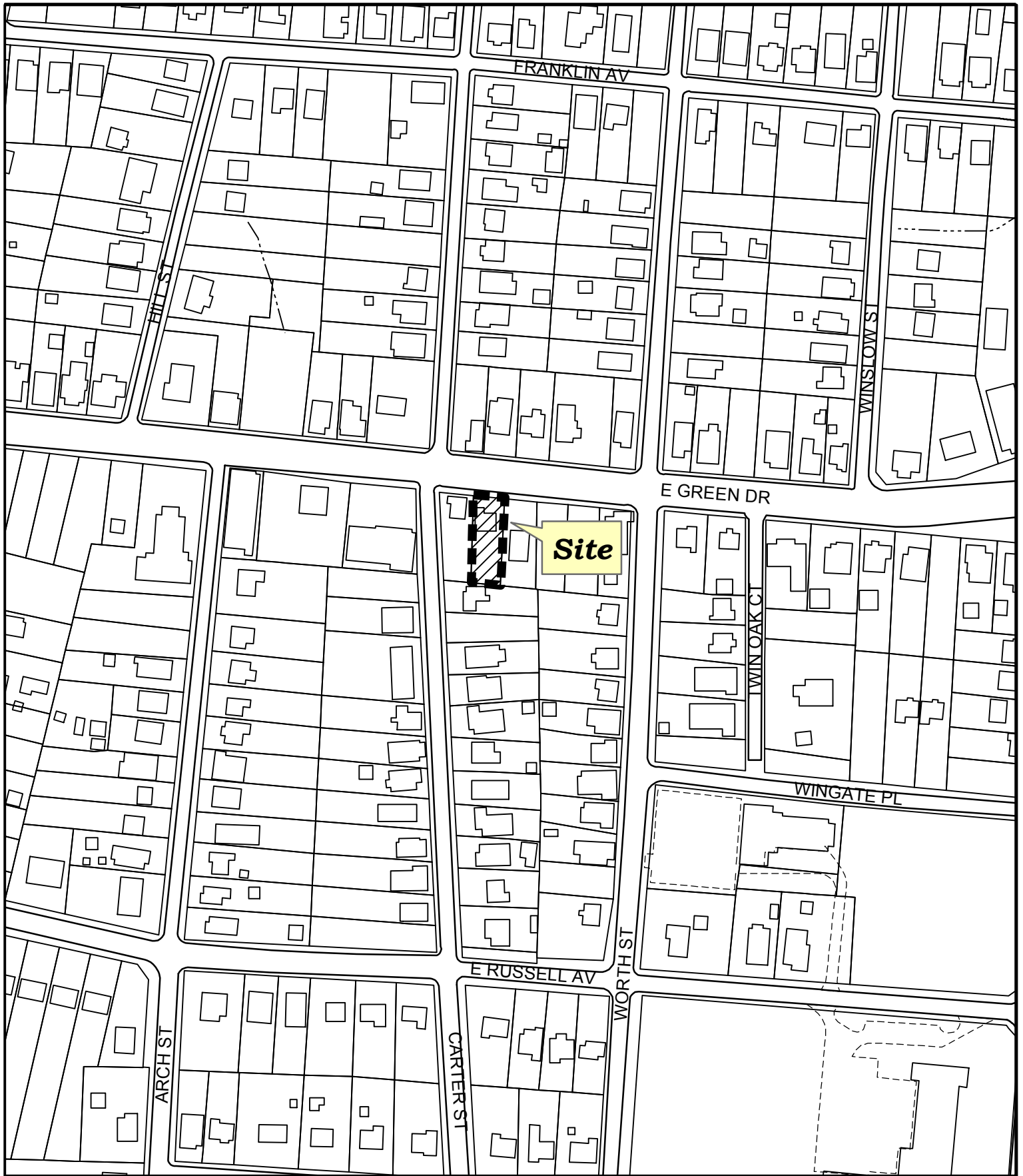
There have been no permits issued and repairs have not started.

EXTENSIONS:

None requested

**CURRENT
STATUS:**

Conditions still exist.



2002 East Green Drive

Ordinance to Demolish



Location of subject property

**Planning and Development
Department**

City of High Point

Date: April 11, 2014



Scale: 1"=200'
y:/ba-pz/Inspections/
ord-demo.mxd

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

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

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

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

PROPERTY LOCATION

2002 E Green Drive
High Point, NC

OWNER (S)

Bible Way Fire Baptized Holiness
Church of God of Americas
1101 Anderson Pl
High Point, NC 27260

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

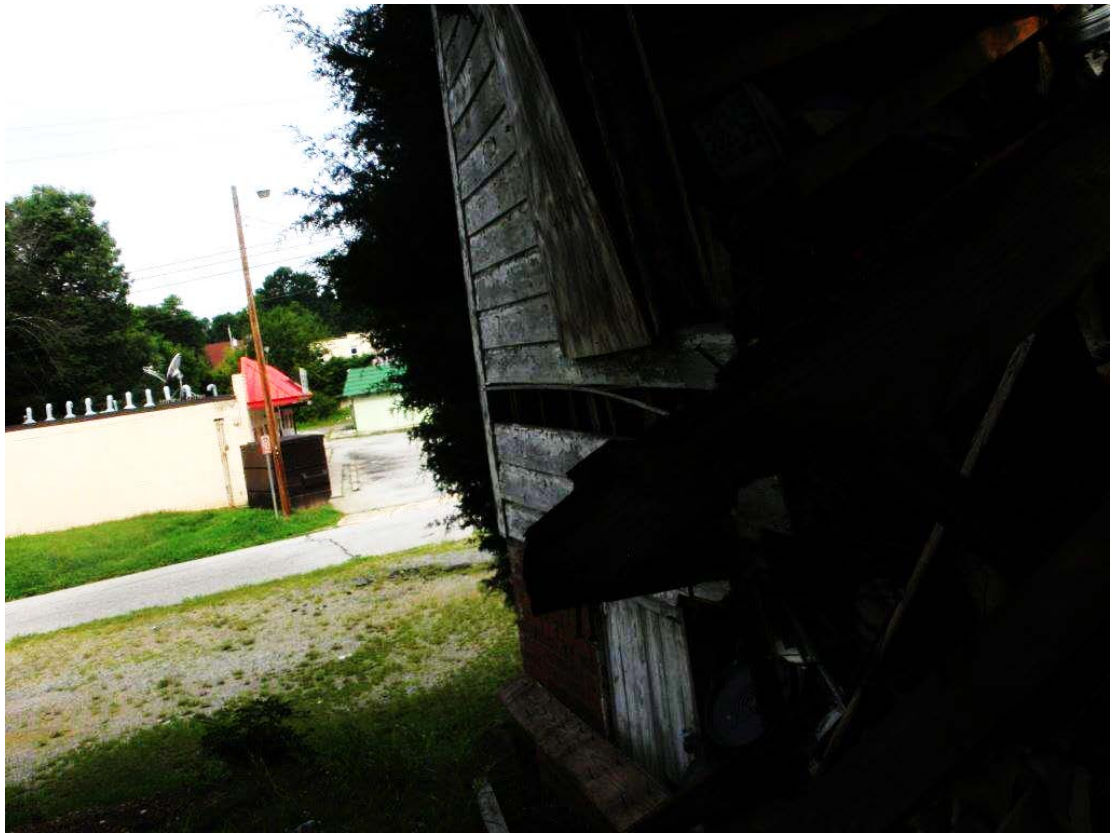
SECTION 4: That this ordinance shall become effective from and after its passage as by Law provided.

Adopted by City Council,
This the 16th day of June, 2014

Lisa B. Vierling, City Clerk



2002 E. Green Street



2002 Green Street

CITY OF HIGH POINT, NORTH CAROLINA
Fiscal Year 2014-2015 Budget Ordinance

BE IT ORDAINED BY THE CITY OF HIGH POINT, NORTH CAROLINA:

Section 1. The following amounts are hereby appropriated for the operation and maintenance of the City's various governmental departments and divisions for the Fiscal Year beginning July 1, 2014 and ending June 30, 2015:

- (1) That for said fiscal year there is hereby appropriated out of the GENERAL FUND for general governmental operations the sum of:

\$ 100,341,940

- (2) That for said fiscal year there is hereby appropriated out of the SPECIAL GRANTS FUND for purposes outlined within the various grant provisions, the sum of:

\$ 5,576,724

- (3) That for said fiscal year there is hereby appropriated out of the COMMUNITY DEVELOPMENT FUND for purposes outlined within the grant, the sum of:

\$ 4,128,570

- (4) That for said fiscal year there is hereby appropriated out of the ECONOMIC DEVELOPMENT FUND, the sum of:

\$ 757,000

- (5) That for said fiscal year there is hereby appropriated out of the GENERAL DEBT SERVICE FUND for the payment of debt service charges on general obligation debt, the sum of:

\$ 10,952,058

- (6) That for said fiscal year there is hereby appropriated out of the GENERAL CAPITAL PROJECTS FUND for the purpose of construction and/or acquisition of certain long-lived assets, the sum of:

Capital Projects	\$ 228,250
Transfer to Other Funds	180,000
	\$ <u>408,250</u>

- (7) That for said fiscal year there is hereby appropriated out of the CENTRAL SERVICES FUND the following:

Fleet Services	\$ 10,674,546
Radio Repair Shop	1,179,001
Computer Replacement	702,835
	\$ <u>12,556,382</u>

- (8) That for said fiscal year there is hereby appropriated out of the WATER and SEWER FUND the following:

Operations	\$ 26,336,841
Debt Service	17,991,125
Transfer to Capital Projects Fund	3,850,000
TOTAL WATER and SEWER FUND	\$ <u>48,177,966</u>

- (9) That for said fiscal year there is hereby appropriated out of the WATER and SEWER CAPITAL PROJECTS FUND the following:

Water Sewer Capital Projects	\$ <u>3,850,000</u>
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CITY OF HIGH POINT, NORTH CAROLINA
Fiscal Year 2014-2015 Budget Ordinance

(10) That for said fiscal year there is hereby appropriated out of the ELECTRIC FUND the following:

Operations	\$ 121,151,520
Capital Projects	7,174,000
TOTAL ELECTRIC FUND	<u>\$ 128,325,520</u>

(11) That for said fiscal year there is hereby appropriated out of the MASS TRANSIT FUND for the purpose of operating High Point's Transit System, the sum of:

\$ 4,390,444

(12) That for said fiscal year there is hereby appropriated out of the PARKING FACILITIES FUND for the purpose of operating City parking facilities, the sum of:

\$ 418,200

(13) That for said fiscal year there is hereby appropriated out of the SOLID WASTE FUND the following:

Landfill Facility Operating	\$ 5,364,588
Ingleside	504,737
Environmental Services Operating	6,332,396
Recycling Facility Operating	1,964,906
Capital Projects	1,050,000
TOTAL LANDFILL FACILITIES FUND	<u>\$ 15,216,627</u>

(14) That for said fiscal year there is hereby appropriated out of the STORM WATER FUND the following:

Operations	\$ 1,941,922
Debt Service	1,189,690
Capital Projects	572,000
TOTAL STORM WATER FUND	<u>\$ 3,703,612</u>

(15) That for said fiscal year there is hereby appropriated out of the MARKET AUTHORITY FUND, the sum of:

\$ 2,895,000

Section 2. It is estimated that the following revenues will be available during fiscal year beginning July 1, 2014 and ending June 30, 2015:

General Fund	
Ad Valorem Taxes	\$ 57,618,921
Sales & Use Taxes	21,900,009
Intergovernmental Revenues	9,396,029
Licenses & Permits	1,786,800
Charges for Services	5,021,606
Miscellaneous	698,000
Administrative Reimbursements	-
Fund Balance Appropriated	3,920,575
Total Revenues and Other Financing Sources	<u>\$ 100,341,940</u>
Grants Fund	
Intergovernmental Revenues	<u>\$ 5,576,724</u>
Community Development Fund	
Intergovernmental Revenues	<u>\$ 4,128,570</u>

CITY OF HIGH POINT, NORTH CAROLINA
Fiscal Year 2014-2015 Budget Ordinance

Economic Development Fund	
Transfer From General Fund	\$ 75,000
Transfer From Electric Fund	400,000
Fund Balance Appropriated	282,000
Total Revenues and Other Financing Sources	<u>\$ 757,000</u>
General Debt Service Fund	
Ad Valorem Taxes	\$ 3,149,287
Interest on Investments	80,000
Miscellaneous	529,631
Transfer from Other Funds	5,803,420
Fund Balance Appropriated	1,389,720
Total Revenues and Other Financing Sources	<u>\$ 10,952,058</u>
General Capital Projects Fund	
Transfer from Other Funds	408,250
Total Revenues and Other Financing Sources	<u>\$ 408,250</u>
Central Services Fund	
Sales and Services	-
Miscellaneous Revenues	12,556,382
Total Revenues and Other Financing Sources	<u>\$ 12,556,382</u>
Water and Sewer Fund	
Charges for Services	\$ 45,187,430
Non-operating Revenues	666,704
Retained Earnings Appropriated	2,323,832
Total Revenues and Other Financing Sources	<u>\$ 48,177,966</u>
Water and Sewer Capital Projects Fund	
Transfer from Water and Sewer Fund	<u>\$ 3,850,000</u>
Electric Fund	
Charges for Services	\$ 125,812,051
Non-operating Revenues	149,000
Retained Earnings Appropriated	2,364,469
Total Revenues and Other Financing Sources	<u>\$ 128,325,520</u>
Mass Transit Fund	
Charges for Services	\$ 2,668,356
Intergovernmental Revenues	1,044,650
Transfer From Other Funds	521,699
Retained Earnings Appropriated	155,739
Total Revenues and Other Financing Sources	<u>\$ 4,390,444</u>
Parking Facilities Fund	
Charges for Services	\$ 247,000
Miscellaneous	1,000
Transfer From Other Funds	112,162
Fund Balance Appropriated	58,038
Total Revenues and Other Financing Sources	<u>\$ 418,200</u>

CITY OF HIGH POINT, NORTH CAROLINA
Fiscal Year 2014-2015 Budget Ordinance

Solid Waste Fund	
Operating Revenue	\$ 11,866,880
Miscellaneous	161,500
Transfers from Other Funds	2,600,000
Retained Earnings Appropriated	588,247
Total Revenues and Other Financing Sources	<u>\$ 15,216,627</u>
Storm Water Fund	
Charges for Services	\$ 2,460,956
Miscellaneous	40,000
Transfer from General Debt Service	1,189,689
Retained Earnings Appropriated	12,967
Total Revenues and Other Financing Sources	<u>\$ 3,703,612</u>
Market Authority Fund	
Room Occupancy Taxes	\$ 295,000
Licenses & Permits	1,600,000
Transfer from General Fund	240,000
Transfer from Water-Sewer Fund	50,000
Transfer from Electric Fund	710,000
Total Revenues and Other Financing Sources	<u>\$ 2,895,000</u>

Section 3. There is hereby levied the following rates of tax on each one hundred dollars (\$100) valuation of taxable property, as listed for taxes as of January 1, 2014, for the purpose of raising the revenue from current year's property tax, as set forth in the foregoing estimates of revenue, and in order to finance the foregoing appropriations.

Rate per \$100 Valuation
General Fund \$.664

Such rates of tax are based on an estimated total valuation of property for purpose of taxation of **\$9,173,566,337** and an estimated rate of collections of **98.0%** during the current year.

Section 4. That the reserve for encumbrances at June 30, 2014, representing the unearned portion of contracts as of that date, shall be re-appropriated and distributed as it applied in order to properly account for the payment against which the fiscal year in which it is paid.

Section 5. That the unencumbered balances as of June 30, 2014 of those capital projects and operating encumbrances which were not completed in Fiscal Year 2013-2014 be reappropriated into the Fiscal Year 2014-2015 budget in order to allow completion.

Section 6. That the unencumbered balances in Grant funds which remain as of June 30, 2014 be re-appropriated into the Fiscal Year 2014-2015 budget for the completion of their original purposes.

Section 7. That the landfill closure funds previously expended and established as a liability in the Landfill Development and Maintenance Capital Reserve Fund and which remain as of June 30, 2014 be appropriated in the Fiscal Year 2014-2015 budget for their intended purposes.

Section 8. The number of persons to be employed and the salaries and wages to be paid shall be those which are included in the detailed operation budgets; unless provision is made by the City Manager or City Council for employing additional persons.

CITY OF HIGH POINT, NORTH CAROLINA
Fiscal Year 2014-2015 Budget Ordinance

Section 9. The City Manager is hereby authorized to approve transfers of appropriations within any fund, provided transfers between funds, and authorization for making expenditures from excess revenue shall be made by the City Council.

Section 10. There is hereby levied a tax of five dollars (\$5.00) per year upon any vehicle resident within the City, pursuant to G.S. 20-97 (c).

Section 11. There is hereby levied a solid waste availability fee of eight dollars (\$8.00) per month for services provided by the City.

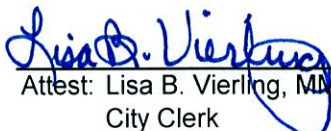
Section 12. The automated recycling collection fee of one dollar (\$1.00), which was effective July 1, 2009, is hereby rescinded, effective July 1, 2014.

Section 13. Utility payments will be applied in the following order: Deposits, credit/collection fees, oldest bill first, miscellaneous fees/charges, and utility services.

Section 14. Copies of this ordinance shall be furnished to the City Clerk and the Director of Financial Services to be kept on file by him for his direction in the collection and disbursement of City funds.

Section 15. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Adopted this 16th day of June, 2014.


Attest: Lisa B. Vierling, MMC
City Clerk





MEMORANDUM

June 10, 2014

MEMO TO: Strib Boynton, City Manager

FROM: Jeffrey A. Moore, Financial Services Director *JAM*

SUBJECT: Council Agenda Item – Budget Amendment for Revenue Bond Issuance

As part of the requirements of governmental accounting standards and NC law governing the issuance of revenue bonds, City Council is required to budget and account for all proceeds of the Series 2014 Combined Enterprise System Revenue Bonds. The related Capital Project Ordinances for the revenue bond projects totaling \$39,172,500 were previously adopted during the issuance process. An amendment to reflect the reconciliation and accounting of the additional proceeds from the issuance of the revenue bonds at a premium to pay for issuance costs and capitalized interest during construction is now required.

Council is requested to adopt the attached budget ordinance amendment. I will be available if you or members of City Council have any questions.

Cc: Eric Olmedo, Budget and Performance Manager

Accounting
336.883.3240

Internal Audit
336.883.3122

Purchasing
336.883.3219

Treasury Services
336.883.3230

**"AN ORDINANCE AMENDING THE 2013-2014 BUDGET ORDINANCE
OF THE CITY OF HIGH POINT, NORTH CAROLINA
TO APPROPRIATE FUNDS IN CONNECTION WITH REVENUE BONDS**

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

Section 1. The City of High Point engaged and completed the Series 2014 Combined Enterprise System Revenue Bonds during the fiscal year 2013-2014. The related Capital Project Ordinances for the revenue bond projects were previously adopted during the issuance process. An amendment to reflect the reconciliation and accounting of the additional proceeds from the issuance of the revenue bonds is required.

Section 2. In order to appropriate these funds, the 2013-2014 Budget Ordinance of the City of High Point, should be amended as follows:

- (A) That the following additional sources were received and be amended as follows:

Water & Sewer Fund-Revenue Bond Proceeds	\$ 2,138,250
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- (B) That the Water & Sewer Fund expenditures be amended as follows:

Capitalized Interest Costs	\$ 1,599,519
Legal and fiscal charges	<u>538,731</u>
	\$ 2,138,250

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

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

Adopted _____



June 6, 2014

MEMORANDUM

AGENDA ITEM

TO: Randy McCaslin
Assistant City Manager

FROM: Mark McDonald, P.E.
Transportation Director

A handwritten signature in black ink, appearing to read "Mark McDonald".

SUBJECT: New NCDOT Reimbursement Schedules for Traffic Signs (Schedule A) and Pavement Markings (Schedule B)

Summary

The North Carolina Department of Transportation (NCDOT) has presented the City with new reimbursement schedules for the general maintenance of traffic signs and pavement markings on state system roads in High Point (excluding I-74 and Business I-85/US 29-70). The last revisions to these schedules occurred in 2009. The new schedules include updated pricing for equipment and materials, and are to be effective immediately upon execution by the Department in one (1) year term increments, subject to funding availability. Both may be renewed annually by the City Manager for additional terms up to a total of five (5) years before new agreements are required.

Over the previous four years (FY 2009 – 12), the City has received an average annual reimbursement of \$22,600 from NCDOT through these maintenance agreements. We are on track to receive a similar amount in the current fiscal year.

Recommendation

Transportation recommends City Council's approval of these Municipal Agreements with NCDOT. Please advise if you have any questions or concerns.

c Matt Carpenter, P.E.
Chris Nelson
Tabatha J'Arrante
Jeff Moore
Eric Olmedo
Glenda Barnes
File

NORTH CAROLINA
GUILFORD COUNTY

**MUNICIPAL MAINTENANCE - TRAFFIC CONTROL
DEVICES
SIGNS AGREEMENT
SCHEDULE A**

DATE: 02/10/2014

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

AND

WBS Elements: 7.104112

CITY OF HIGH POINT

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, under the provisions of G.S. 136-18 and G.S. 136-66.1, the Department has the responsibility for the maintenance of highways on the State Highway System; that NC Administrative Code 19A NCAC 2B.0203 provides that the Department is authorized and directed to assume the cost of installing and erecting traffic control devices, hereinafter referred to as signs and supports, on the State Highway System streets which it approves; and

WHEREAS, the provisions of G.S. 136-66.1 authorizes the Municipality to contract with the Department for the installation, repair, and maintenance of highway signs and supports on State Highway System streets within the Municipality; and

WHEREAS, the Department finds it desirable and advantageous to enter into a Cost Reimbursement Agreement with the Municipality under which the Municipality installs and maintains signs and supports on State Highway System streets within the Municipality in accordance with the policy adopted by the Department for the installation and maintenance of such signs and supports; and

WHEREAS, the parties do not intend, through this Agreement, to transfer to the Municipality legal control, responsibility, or liability for any portion of the State Highway System from the State to the Municipality.

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

NOW, THEREFORE, the Department and the Municipality do hereby agree as follows:

That the Municipality shall maintain the signs and supports as described below and indicated on the attached Schedule "A".

SIGNS

1. The Municipality will maintain and replace, if necessary, those signs and supports indicated on the attached Schedule "A" that are the responsibility of the Department in accordance with the Department's policy for the installation and maintenance of signs and supports within the Municipality except those on the interstate and controlled access highways which the Department will continue to maintain. All signs erected will be of reflectorized sheeting on non-recycled aluminum and mounted on a "U" channel post or material approved by the Department and indicated by the General Requirements for Schedule "A". The Municipality will be reimbursed for the maintenance and replacement of signs and supports that are the responsibility of the Department only. Reimbursement for signs and supports will be in accordance with the Schedule "A" attached hereto and incorporated herein by reference. The Department reserves the right to adjust the reimbursement rate periodically to reflect current market rates and/or may adjust the reimbursement rate three (3) percent each annum in consideration of recent inflation rates, subject to the availability of maintenance funds and the performance of the Municipality.
2. This agreement shall be in full force and in remain in effect beginning with the date that the Administrator uses on the last page and continuing for a one-year period, with extensions possible for additional one-year periods, up to a total of five (5) years. For the Municipality, the City Manager is authorized to agree to and execute any extensions, including agreeing to additional compensation or higher reimbursement that may be provided for in such extensions. At the end of each one-year period, upon written extension, this agreement shall continue as written or as modified with the understanding that the Department and/or the Municipality reserve the right to cancel this agreement with a thirty (30) day written notice to the opposite party.
3. The Department may be billed quarterly by the Municipality at the local Division Office for the cost of signs and supports pursuant to this agreement. The Municipality shall submit the quarterly bill, including any related invoices, to the Department for signs and supports pursuant to this agreement on or before three months after the end of each quarterly cycle. Specifically, these dates are July 1st for the first quarter, October 1st for the second quarter, January 1st for the third quarter, and April 1st for the fourth quarter. All final bills must be

submitted within one (1) year after the work is performed or said work will be considered non-billable and will not be paid for by the Department. The Municipality shall keep and maintain all cost records and supporting documentation for the work for which they bill the Department and shall make these cost records and documentation available to the Department upon request for audit for a period of five years after closing of each fiscal year.

4. The Municipality shall not install any signs or supports on the State Highway System streets that have not been approved by the Department pursuant to NC Administrative Code 19A NCAC 2B.0203. Approval for payment of installed signs and supports shall be given upon submittal of locations of installations by the Municipality to the Department. The Division Engineer or his designated representative shall review the submittal of signs and supports locations for adherence according to the guidelines provided by the Department.
5. This Agreement does not transfer legal control of or responsibility or liability for the State Highway System roads described herein to the Municipality, nor does it prohibit the Department from taking any action or undertaking any responsibilities with regard to such roads. This Agreement is solely for the benefit of the Municipality and the Department and not for the benefit of any other persons, including, but not limited to members of the public or uses of the State Highway System roads, and no third party rights are created, or intended to be created, by this Agreement.
6. 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 Minority Businesses, Women Businesses, or Small Professional Services Firms (SPSF) as required by GS 136-28.4 and the North Carolina Administrative Code. The Department will provide the appropriate provisions to be contained in those contracts. Those provisions are available on the Department's website at:
www.ncdot.org/doh/preconstruct/ps/contracts/sp/2006sp/municipal.html.
 - No advertisement shall be made nor any contract be entered into for services to be performed as part of this agreement without prior written approval of the advertisement or contents of the contract by the Department.
 - Failure to comply with these requirements will result in funding being withheld until such time as these requirements are met.
7. It is the policy of the Department not to enter into any agreement with another party that has been debarred by any government agency (Federal or State). The Municipality certifies, by signature of this agreement, 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 Department or Agency.

8. Each of the parties covenants that if it enters into any subcontracts in order to perform any of its obligations under this contract, it shall require that the contractors and their subcontractors comply with the requirements of NC Gen. Stat. Article 2 of Chapter 64. In this E-Verify Compliance section, the words contractors, subcontractors, and comply shall have the meanings intended by N.C. Gen. Stat. § 160A-20.1.
9. By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor).

IN WITNESS WHEREOF, this Agreement has been executed by the Department and the Municipality by authority duly given.

ATTEST:

CITY OF HIGH POINT

BY: _____

BY: _____

DATE: _____

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

Approved by _____ of the local governing body of the City Of High Point

as attested to by the signature of Clerk of said governing body on _____ (Date)

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

(SEAL)

BY: _____
(FINANCE OFFICER)

Remittance Address:

City of High Point

DEPARTMENT OF TRANSPORTATION

BY: _____
(CHIEF ENGINEER)

DATE: _____

PRESENTED TO BOARD OF TRANSPORTATION ITEM O: _____

Municipal Operations Agreement – Traffic Control Devices
Schedule “A” – Signs

The Board of Transportation will reimburse the Municipality for the replacement of signs on the following schedule:

- **Signs:** Every 12 years, or if sign is damaged, deteriorated, or otherwise not meeting its intended use.
- **Supports** for new installations or supports that are damaged or otherwise not meeting its intended use.

ITEM	QUANTITY OF ITEM INSTALLED	* REIMBURSEMENT	UNIT	TOTAL REIMBURSEMENT PER ITEM
A. 30"x30" Stop – Grade C Sheeting		\$38.72	EA	
B. 36"x36" Stop - Grade C Sheeting		\$58.59	EA	
C. 36"x36" Yield - Grade C Sheeting		\$58.59	EA	
D. 36" RR Warning - Grade B Sheeting (Fluorescent Yellow Color)		\$98.91	EA	
E. Warning Signs: Grade B Sheeting (Fluorescent Yellow-Green Color)				
1. 36"x36" School [Reduced Speed] (S4-5)		\$117.64	EA	
36"x36" School [Advance Symbol] (S1-1)		\$104.31	EA	
48"x48" School [Advance Symbol] (S1-1)		\$203.36	EA	
2. 24"x12" Diagonal Arrow (W16-7)		\$22.58	EA	
30"x18" Diagonal Arrow (W16-7)		\$42.33	EA	
3. 24"x10" Ahead Plaque (W16-7P)		\$18.81	EA	
36"x20" Ahead Plaque (W16-7P)		\$57.95	EA	
48"x30" Ahead Plaque (W16-7P)		\$127.10	EA	
4. 24"x12" XXX FT Panel (16-2)		\$22.58	EA	
30"x18" XXX FT Panel (16-2)		\$42.33	EA	
36"x36" Pedestrian (W11-2)		\$104.31	EA	
36"x36" Bicycle (W11-1)		\$104.31	EA	
5. 24"x8" School (S4-3)		\$15.05	EA	
30"x10" School (S4-3)		\$23.52	EA	
36"x12" School (S4-3)		\$34.77	EA	
36"x36" School Bus Stop Ahead (S3-1)		\$104.31	EA	
9. 24"x18" Share the Road (W16-1)		\$33.87	EA	
F. Other warning and regulatory – Grade C Sheeting		.063 gauge Al @ \$8.31	SF	
		.080 gauge Al @ \$8.68		
		.125 gauge Al @ \$9.85		
G. Guide Signs w/o Z bars(Type D) Grade C Sheeting		Single panel = \$11.83	SF	
		Dbl panel = \$12.53		
H. Guide Signs w/Z bars Grade C Sheeting		\$15.56	SF	
J. 2 lb U channel Posts		\$1.25	LF	
K. 3 lb U channel Posts		\$2.44	LF	
L. 4" X 4" Wood Posts		\$4.00	LF	
M. 4" X 6" or 6" X 6" Wood Posts		\$6.00	LF	
N. Installation of 1 Post Sign or Assembly , Span Wire and Mast Arm		\$25.00	EA	
O. Installation of 2 Post Sign or Assembly		\$35.00	EA	
P. Installation of Z Bar Sign (Type A)		\$500-\$700	EA	
Q. Installation of Z Bar Sign (Type B)		\$250-\$350	EA	
TOTAL REIMBURSEMENT =				

*Sign and support prices shown are current maximum allowable sign reimbursements. See **General Requirements**.

GENERAL REQUIREMENTS – Schedule A

Signs may be purchased from the Department of Corrections (DOC), fabricated by the Municipality, or purchased from a private sign manufacturer providing the sign meets all NCDOT sheeting and sign fabrication specifications. The NCDOT sheeting specification is available from the Department's website @ <http://www.doh.dot.state.nc.us/preconstruct/traffic/congestion/sign/>. The sign fabrication requirements are in Section 901 of the NCDOT Standard Specifications for Roads and Structures. Installation of signs shall be in accordance with the NCDOT Roadway Standard Drawings. The signs and sign installations shall meet all requirements of these specifications and standards for the Municipality to be reimbursed. Reimbursement will be made after sign installations. The Municipality shall meet all requirements of the General Requirements and Appendix A for reimbursement by NCDOT. The Department reserves the right to inspect any signs installed by the Municipality under Schedule A before or after installation.

For reimbursement of sign support(s), the supports and support installations must meet all requirements of Section 903 and 1094 of the NCDOT Standard Specifications for Roads and Structures and the NCDOT Roadway Standard Drawings.

*If the signs are provided by a private contractor or the Municipality, the reimbursement rate will be the actual cost of the sign as shown on invoice, not to exceed the maximum reimbursement rate shown on Schedule A for each designated sign. The Department reserves the right to adjust the reimbursement rate periodically to reflect current market rates. Signs ordered from the DOC will be based upon sign prices at the time ordered and payable after installation.

NCDOC Information:

If ordering signs from the Department of Corrections (DOC):

Telephone: 1-800-241-0124

Fax: (919) 716-3974

NCDOC
2020 Yonkers Road
Raleigh, NC 27605

NORTH CAROLINA
GUILFORD COUNTY

**MUNICIPAL MAINTENANCE - TRAFFIC CONTROL
DEVICES
MARKINGS & MARKERS AGREEMENT
SCHEDULE B**

DATE: 02/10/2014

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

AND

WBS Elements: 7.104112

CITY OF HIGH POINT

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, under the provisions of G.S. 136-18 and G.S. 136-66.1, the Department has the responsibility for the maintenance of highways on the State Highway System; that NC Administrative Code 19A NCAC 2B.0203 provides that the Department is authorized and directed to assume the cost of installing and erecting traffic control devices, hereinafter referred to as pavement markings and markers, on the State Highway System streets which it approves; and

WHEREAS, the provisions of G.S. 136-66.1 authorizes the Municipality to contract with the Department for the installation, repair, and maintenance of highway pavement markings and markers on State Highway System streets within the Municipality; and

WHEREAS, the Department finds it desirable and advantageous to enter into a Cost Reimbursement Agreement with the Municipality under which the Municipality installs and maintains pavement markings and markers on State Highway System streets within the Municipality in accordance with the policy adopted by the Department for the installation and maintenance of such pavement markings and markers; and

WHEREAS, the parties do not intend, through this Agreement, to transfer to the Municipality legal control, responsibility, or liability for any portion of the State Highway System from the State to the Municipality.

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

NOW, THEREFORE, the Department and the Municipality do hereby agree as follows:

That the Municipality shall maintain the pavement markings and markers as described below and indicated on the attached Schedule "B".

1. The Municipality shall install and maintain pavement markings and markers as indicated on Schedule "B" which are the responsibility of the Department in accordance with the Department's policy for the installation and maintenance of pavement markings and markers within the Municipality except those on the interstate and controlled access highways which the Department shall continue to maintain. The Municipality shall use approved pavement marking materials and pavement markers. Reimbursement for pavement markings and markers shall be in accordance with Schedule "B" Markings and Markers, attached hereto and incorporated herein by reference.
2. This agreement shall be in full force and in remain in effect beginning with the date that the Administrator uses on the last page and continuing for a one-year period, with extensions possible for additional one-year periods, up to a total of five (5) years. For the Municipality, the City Manager is authorized to agree to and execute any extensions, including agreeing to additional compensation or higher reimbursement that may be provided for in such extensions. At the end of each one-year period, upon written extension, this agreement shall continue as written or as modified with the understanding that the Department and/or the Municipality reserve the right to cancel this agreement with a thirty (30) day written notice to the opposite party.
3. The Department may be billed quarterly by the Municipality at the local Division Office for the cost of pavement markings and markers pursuant to this agreement. The Municipality shall submit the quarterly bill, including any related invoices, to the Department for pavement markings and markers pursuant to this agreement on or before three months after the end of each quarterly cycle. Specifically, these dates are July 1st for the first quarter, October 1st for the second quarter, January 1st for the third quarter, and April 1st for the fourth quarter. All final bills must be submitted within one (1) year after the work is performed or said work will be considered non-billable and will not be paid for by the Department. The Municipality shall keep and maintain all cost records and supporting documentation for the work for which they bill the Department and shall make these cost records and documentation available to the Department upon request for audit for a period of five years after closing of each fiscal year. The reimbursement rates shown on the attached Schedule "B" shall be increased three

(3) percent each annum in consideration of recent inflation rates, subject to the availability of maintenance funds and the performance of the Municipality.

4. The Municipality shall not install any pavement markings and markers on the State Highway System streets that have not been approved by the Department pursuant to NC Administrative Code 19A NCAC 2B.0203. Approval for payment of installed pavement markings and markers shall be given upon submittal of locations of installations by the Municipality to the Department. The Division Engineer or his designated representative shall review the submittal of pavement markings and markers locations for adherence according to the guidelines provided by the Department.
5. This Agreement does not transfer legal control of or responsibility or liability for the State Highway System roads described herein to the Municipality, nor does it prohibit the Department from taking any action or undertaking any responsibilities with regard to such roads. This Agreement is solely for the benefit of the Municipality and the Department and not for the benefit of any other persons, including, but not limited to members of the public or uses of the State Highway System roads, and no third party rights are created, or intended to be created, by this Agreement.
6. 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 Minority Businesses, Women Businesses, or Small Professional Services Firms (SPSF) as required by GS 136-28.4 and the North Carolina Administrative Code. The Department will provide the appropriate provisions to be contained in those contracts. Those provisions are available on the Department's website at:
www.ncdot.org/doh/preconstruct/ps/contracts/sp/2006sp/municipal.html.
 - No advertisement shall be made nor any contract be entered into for services to be performed as part of this agreement without prior written approval of the advertisement or contents of the contract by the Department.
 - Failure to comply with these requirements will result in funding being withheld until such time as these requirements are met.
7. It is the policy of the Department not to enter into any agreement with another party that has been debarred by any government agency (Federal or State). The Municipality certifies, by signature of this agreement, 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 Department or Agency.

8. Each of the parties covenants that if it enters into any subcontracts in order to perform any of its obligations under this contract, it shall require that the contractors and their subcontractors comply with the requirements of NC Gen. Stat. Article 2 of Chapter 64. In this E-Verify Compliance section, the words contractors, subcontractors, and comply shall have the meanings intended by N.C. Gen. Stat. § 160A-20.1.
9. By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor).

IN WITNESS WHEREOF, this Agreement has been executed by the Department and the Municipality by authority duly given.

ATTEST:

CITY OF HIGH POINT

BY: _____

BY: _____

DATE: _____

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

Approved by _____ of the local governing body of the City of High Point

as attested to by the signature of Clerk of said governing body on _____ (Date)

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

(SEAL)

BY: _____
(FINANCE OFFICER)

Remittance Address:

City of High Point

DEPARTMENT OF TRANSPORTATION

BY: _____
(CHIEF ENGINEER)

DATE: _____

PRESENTED TO BOARD OF TRANSPORTATION ITEM O: _____

MUNICIPAL OPERATIONS AGREEMENT - TRAFFIC CONTROL DEVICES

SCHEDULE "B" MARKINGS and MARKERS

The Board of Transportation shall reimburse the Municipality for marking the system highways based on the following schedule:

() **CHECK** here if Municipality is to **INSTALL ALL MARKINGS AND MARKERS, OTHERWISE, CIRCLE THE LETTER IN FRONT** of the items below to be maintained by the Municipality.

	ITEM	QUANTITY OF ITEM INSTALLED	REIMBURSEMENT	UNIT	TOTAL REIMBURSEMENT PER ITEM
A	4" Thermoplastic Pavement Marking Line, 120 mils		\$0.42	LF	
B	4" Thermoplastic Pavement Marking Line, 90 mils		\$0.34	LF	
C	6" Thermoplastic Pavement Marking Line, 120 mils		\$.66	LF	
D	6" Thermoplastic Pavement Marking Line, 90mils		\$0.57	LF	
E	8" Thermoplastic Pavement Marking Line, 120 mils		\$1.34	LF	
F	8" Thermoplastic Pavement Marking Line, 90 mils		\$1.26	LF	
G	12" Thermoplastic Pavement Marking Line, 90 mils		\$1.62	LF	
H	16" Thermoplastic Pavement Marking Line, 120 mils		\$3.70	LF	
I	24" Thermoplastic Pavement Marking Line, 120 mils		\$5.33	LF	
J	Thermoplastic Marking Line Removal, 4"		\$0.50	LF	
K	Thermoplastic Pavement Marking Character, 120 mils		\$65.02	EA	
L	Thermoplastic Pavement Marking Symbol (single arrow), 90 mils		\$84.11	EA	
M	Thermoplastic Pavement Marking Symbol (combination arrow), 90 mils		\$120.10	EA	
N	Thermoplastic Pavement Marking Symbol & Character Removal		\$46.81	EA	
O	4" Paint Marking Line *		\$0.12	LF	
P	6" Paint Marking Line *		\$0.25	LF	
Q	8" Paint Marking Line *		\$0.47	LF	
R	12" Paint Marking Line *		\$0.86	LF	
S	16" Paint marking Line *		\$1.09	LF	
T	24" Paint Marking Line *		\$2.39	LF	
U	Paint Pavement Marking Character		\$26.84	EA	
V	Paint Pavement Marking Symbol (single arrow)		\$35.89	EA	
W	Paint Pavement Marking (combination arrow)		\$42.70	EA	
X	Permanent Raised Pavement marker		\$4.30	EA	
Y	Permanent Snowplowable Raised Pavement Marker		\$22.19	EA	
Z	Permanent Snowplowable Pavement Marker Lens Replacement		\$9.42	EA	
TOTAL REIMBURSEMENT =					

* THIS PAY ITEM IS FOR ONE LAYER OF PAINT. ANY OTHER LAYERS WILL ALSO BE PAID FOR UNDER THE SAME PAY ITEM.

The Municipality shall bill the Division of Highways on a quarterly basis for the pavement marking and markers accomplished by the use of long-life pavement marking material and pavement markers. Long –life pavement markings, paint and markers will be paid for using the unit prices as shown above.

Pavement markings are expected to have a five (5) year life cycle. Placement of pavement markings will be reimbursable on any given roadway once every five (5) years, assuming the replacement is warranted the fifth (5th year). Any replacement necessary on those roadways according to the NCDOT Standard Practice before the five (5) year cycle is complete will be the responsibility of the Municipality and at no expense to the Department.

Pavement markers are expected to have a life cycle of three (3) years. Placement of pavement markers / snowplowable marker lenses will be reimbursable on any given roadway once every three (3) years, assuming the replacement is warranted the third (3rd) year. Any replacement necessary on those roadways according to the NCDOT Standard Practice before the three (3) year cycle is complete will be the responsibility of the Municipality and at no expense to the Department with the following exception:

Permanent raised markers that have been prematurely removed from the pavement as a result of snow removal should be replaced after the snowplowing season. Replacement of these markers will be considered reimbursable at the unit price listed above.

The Municipality would be expected to keep these markings and markers in good repair according to the NCDOT Standard Practice for Pavement Marking and Marker Maintenance. Engineering judgment should be used by the municipality to determine if markings and or markers meet these replacement criteria. Retroreflectivity measurements may be taken by the NCDOT on an as needed basis or when either party has questioned the status.

Items included on the Schedule "B" may be added or deleted to those checked above by a request in letter form signed by the Mayor, Clerk (or Manager). The letter shall be sent in quadruplicate to the Division Engineer, accompanied by four (4) copies of the Schedule "B" with all appropriate items checked. If the Division Engineer approves the new Schedule "B" he / she shall sign, as approved, all four (4) copies of the Municipality's letter of request. The Division Engineer shall then: 1) forward one copy of the letter and Schedule "B" to the DOT Controller and the State Traffic Engineer. 2) Return a copy of each to the Municipality. 3) Retain a copy of each for his / her file. The new Schedule "B" shall then become effective at the beginning of the next quarter for reimbursement.

Above rates approved by the Board of Transportation_____ to be effective_____

TERM EXPIRATIONS 2014

CITY OF HIGH POINT					
BOARDS & COMMISSIONS					
TERM EXPIRATIONS FOR 2014					
BOARD	MEMBER	Ward	EXPIRATION	Eligible for reappt.	Appointment Responsibility
ABC Board	Elizabeth Koonce		11/15/2014	yes	Mayor w/CC approval
Board of Adjustment	Richard Andrews		7/1/2014	yes	Mayor w/CC approval
Board of Adjustment	David Horne		7/1/2014	yes	Mayor w/CC approval
Board of Adjustment	Andre' White (Alternate Member)		7/1/2014	yes	Mayor w/CC approval
Citizens Advisory Council	Teresa Jones-Echard	AL/5	5/31/2014	yes	AL/MAYOR
Citizens Advisory Council	Yvonne Short	AL/6	5/31/2014	yes	AL/MOORE
Citizens Advisory Council	Jerry Mingo	AL/2	5/31/2014	yes	AL/SMOTHERS
Citizens Advisory Council	Willie Davis	1	5/31/2014	yes	1/GOLDEN
Citizens Advisory Council	Jermaine Dawson	2	5/31/2014	no	2/DOUGLAS
Citizens Advisory Council	Jeffrey Sypole	3	5/31/2014	yes	3/MENDENHALL
Citizens Advisory Council	Myra Clodfelter	4	5/31/2014	yes	4/WAGNER
Citizens Advisory Council	Thomas Kak	5	5/31/2014	yes	5/DAVIS
Citizens Advisory Council	Scott Niebauer	6	5/31/2014	yes	6/EWING
Guilford County/City Ins. Adv. Comm.	Rudy Hinnant		12/21/2014	yes	Mayor w/CC approval
Guilford County/City Ins. Adv. Comm.	Skip Queen		12/21/2013	yes	Mayor w/CC approval
Historic Preservation Commission	William Anderson	2	7/1/2014	yes	3/MENDENHALL
Historic Preservation Commission	Julius Clark	2	7/1/2014	no	2/DOUGLAS
Historic Preservation Commission	Tom Lugarich	5	7/1/2014	yes	5/DAVIS
Housing Authority Board	VACANT		12/22/2016		Mayor w/CC approval
Housing Authority Board	Michael McKinney		12/22/2014	yes	Mayor w/CC approval
Housing Authority Board	Laura Wiley		12/22/2014	yes	Mayor w/CC approval
Human Relations Commission	Barbara Collins	At-Large Member	5/1/2014	yes	Council- Golden (Liaison)
Human Relations Commission	Larry Diggs	Special Interest	5/1/2014	yes	Council- Golden (Liaison)
Human Relations Commission	Abay Gidey	At-Large Member	5/1/2014	no	Council- Golden (Liaison)
Human Relations Commission	Pam Sullivan	At-Large Member	5/1/2014	yes	Council- Golden (Liaison)
Human Relations Commission	Jason Yates	At-Large Member	5/1/2014	yes	Council- Golden (Liaison)
Human Relations Commission	Milagros Amaro	At-Large Member	5/1/2012	no	Council- Golden (Liaison)
Human Relations Commission	VACANT	Bar Association			Council- Golden (Liaison)
Library Board of Trustees	Kay Anderson	5	10/31/2014	no	5/DAVIS
Library Board of Trustees	Brenda Coates	4	10/31/2014	yes	4/WAGNER
Library Board of Trustees	Yvonne Bostic Short	6	10/31/2014	yes	1/GOLDEN
Library Board of Trustees	Bruce Laney	3	10/31/2013	no	AL/MOORE
Library Board of Trustees	Forrest Littleton	5	10/31/2013	yes	2/DOUGLAS

TERM EXPIRATIONS 2014

BOARD	MEMBER	WARD	EXPIRATION	Eligible for Reappt.	Appointment Responsibility
Library Board of Trustees	VACANT	6	10/31/2015		AL/SMOTHERS
Parks & Recreation Commission	Joe Ellenburg	2	7/1/2014	no	AL/SMOTHERS
Parks & Recreation Commission	Judy Jones	3	7/1/2014	yes	3/MENDENHALL
Parks & Recreation Commission	Ed Price	5	7/1/2014	yes	AL/MOORE
Planning & Zoning Comm.	Marie Stone	3	7/1/2014	yes	AL/SMOTHERS
Theatre Advisory Board	VACANT		6/1/2015		Liaison: MOORE (not ward specific)
Theatre Advisory Board	VACANT		6/1/2013		Liaison: MOORE (not ward specific)
Theatre Advisory Board	VACANT		6/1/2014		Liaison: MOORE (not ward specific)
Theatre Advisory Board	Joyce Allen-Crawford		6/1/2014	yes	Liaison: MOORE (not ward specific)
Theatre Advisory Board	Catherine Bencini		6/1/2014	yes	Liaison: MOORE (not ward specific)



June 16, 2014

MEMORANDUM

TO: Strib Boynton
City Manager

FROM: Eric Olmedo
Budget & Performance Manager

SUBJECT: Agenda Item for City Council

In January 2014, Fire Station 4 had a leak in the sprinkler system that caused damage to the interior of the facility. In order to expedite the repair and limit the downtime to the station, the Fire Department moved forward with repairs and paid for these utilizing their operating budget.

All repairs have been completed, and attached is a summary of the \$72,512 cost. The Fire Department is requesting a budget amendment to restore these operating funds back into their budget for these unplanned expenses.

cc: Randy McCaslin
Allen Oliver
Jeff Moore

Attachments: Budget Amendment

"AN ORDINANCE AMENDING THE 2013-2014 BUDGET ORDINANCE
OF THE CITY OF HIGH POINT, NORTH CAROLINA
TO APPROPRIATE FUNDS FOR THE FIRE DEPARTMENT

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

Section 1. In January, 2014 Fire Station 4 received damage from a broken sprinkler line, and the cost to fix that damage was \$72,512.

Section 2. In order to appropriate these funds, the 2013-2014 Budget Ordinance of the City of High Point, should be amended as follows:

(A) That the General Fund expenditure budget be amended as follows:

General Fund – Fire Department	\$ 72,512
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(B) That the General Fund appropriated fund balance budget be amended as follows:

General Fund	\$ 72,512
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Section 3. That all ordinances, or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

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

Adopted June 16, 2014

**HIGH POINT CITY COUNCIL
JUNE 5, 2014 – 9:00 A.M.
COUNCIL CHAMBERS**

MINUTES

ROLL CALL, PRAYER, AND PLEDGE OF ALLEGIANCE

Upon call of the roll, the following Council Members were present. Mayor Sims offered the invocation; the Pledge of Allegiance followed.

Mayor Bernita Sims, Mayor Pro Tem James Davis (Ward 5), Council Member Rebecca R. Smothers (At-Large), Council Member Britt Moore (At-Large), Council Member Jeffrey Golden (Ward 1), Council Member Foster Douglas (Ward 2); Judith P. Mendenhall (Ward 3); Council Member Jay Wagner (Ward 4), and Council Member Jason Ewing (Ward 6)

FINANCE COMMITTEE- Council Member Moore, Chair

Public Hearing – Proposed City of High Point Annual Budget 2014-2015

Thursday, June 5, 2014 at 9:00 a.m. is the date and time established for the second public hearing by the City Council to receive public comments on the proposed City of High Point Annual Budget for FY 2014-2015. The first public hearing was held on Monday, June 2, 2014 at 6:15 p.m.

Mayor Sims announced this is the second public hearing on the Proposed FY 2014-2015 budget. She explained that the Public Comment Period was held on Monday afternoon and emphasized that Council would be taking comments specifically at this meeting regarding the budget. She further stated there is not a public comment period that would allow conversations outside what has already been advertised and asked for the comments to be limited around the subject of the budget itself. She then turned the meeting over to Chairman Moore.

Chairman Moore opened the public hearing and invited those who had signed up to speak regarding the Proposed FY 2014-2015 budget, with the first one being David Covington.

David Covington: Thank you. My name is David Covington. I am a city, citizen of the city.

Council Member Mendenhall: Could we have your address please Mr. Covington?

David Covington: You can. 905 Forest Hill Drive. I am a citizen of the city. I am a past business owner of the city. And I am a property owner of the city. I appreciate the fact that you are letting me come today and voice my concern about some line items in the budget that are close and dear to a lot of people in this community. I want to address a concern specifically about your decision in your budget to abolish and defund the City Project as it is now structured and restructured in a different way. Now in order to make my point about the budget I have got

to set some precedent for my concerns. And I think it all has to do with the relativity of money. If you, and I know you were because I was there with you, listen carefully to Joe Minicozzi when he came and made his presentation about the state of our city, he made the comment that our asset base within our city is \$6 billion, and so in essence we are running a \$6 billion entity. That \$6 billion entity throws off roughly \$350 million worth of revenue or top line generation. Of that top line generation of \$350 million, roughly 10% of that comes from our furniture market friends or \$35 million, and yet in Joe Minicozzi's study, even though he was comparing, he was showing us that through his professional care and study of our city that our real estate values are going down. The City Project is an entity that is trying to reverse that, and the City Project has a budget that was submitted to Council that was \$211,000, plus or minus. These numbers are not exactly on the dollar, but these numbers make my point. So I take the \$350 million and I divide that by \$211,000, and I actually had to call my accountant to be sure I was right, 1/600th of a percent of what you people are voting on. So 1/600th of a percent has created a stir, newspaper, editorials, meetings, town halls, new movements, and the 1/600th of a percent is only there to create economic value of the future of this city. Now, I can't tell you how you came to these conclusions, I can't tell you your thought process of how you take a department that's there and been there and change it. I can tell you from my own personal experience as being a manufacturer and dealing with departmentalized organizations how I would do it. And I would like to explain that to you today, and then come back and ask you point blank did you consider these things in your discussions to abolish or change or restructure this entity that represents 1/600th of 1% of the top line revenue of this city.

Now, for me, I always ask myself a question. Or a series of questions. I asked myself is the current job description and deliverable expectations of the department in line with each other. Is the department head or the salary we paying the person to run this department, is that in line with other department heads within my organization? Is the job description and deliverables of the department working together? In change have we vetted the department heads? Have we gone to the people that know the most about that department and told them of the thinking of our change, have we asked them for their input, and have we taken that input into consideration in making the right decision? Is the cost of the department change in line with the revenue stream of concern? Do we have a new plan if this change is implemented that will fall right in line with what we are doing and not disrupt the output from the whole of the mission? And so those are the questions that I would ask myself and my department if I was making a change. And so these are the questions that I would ask you. I will either ask you as a group, or I will ask you individually, but I would like to get an answer of number one, in making this decision to abolish your change this department is the head, the salary of the department head in line with other departments or in line with the job that's been done in other cities?

Council Member Mendenhall: Are you waiting for an answer?

David Covington: I am ready for a response.

Council Member Mendenhall: Are you aware that the total dollars that you mentioned are still in the budget?

David Covington: Yes I am.

Council Member Mendenhall: Okay. So you talk as if we have taken them out, that why I wondered.

David Covington: The dollars are allocated, but not allocated to the City Project. The Mayor went over that last week, or two weeks ago. And I realize that the dollars, the \$211,000 still sit inside of the budget itself. So, the other side of that is there is no savings in this change. But yes, I am aware of that. But my question is, is the salary of the department head in line with other salaries or other cities that have the same type of department?

Council Member Golden: I don't know what other cities pay, so I don't know if it's in line. So I can't answer that question.

Mayor Pro Tem Davis: Are you talking as a director level employee of the city, or you talking as a director of a non-profit?

David Covington: I am talking about as a department head that you fund, that's under the department and every dollar is funded for the operation of that department comes out of the city. Mayor Pro Tem Davis: But the City is funding an executive director of a non-profit. It's two different things.

David Covington: Yeah, that is semantics. The question I have is, do you think...

Mayor Sims: Well, let me answer your question. Okay. As it relates to the city and the department heads and the various roles that they play, there is going to be a range or salaries that are commensurate with what those individuals do. So, are you asking if it is in line with what other department heads with similar duties do, yes sir it is. That's the answer.

David Covington: Okay, it is in line. Good. Thank you.

Council Member Smothers: Could I interrupt just a second. I hesitate. I didn't say anything because of the public hearing is to hear from the public, but it's not really to debate.

David Covington: I am not asking for debate.

Council Member Smothers: I understand that. And I want to answer your question. The action that the Council has taken was to assign a task to management to come back with a new job description, appropriate salary level, and the way that it would fit into the city structure. So, that information is forthcoming. We do not have that right now. So we cannot give it to you right now.

David Covington: And you also do not have a budget that's been approved right now, and that's the exercise with which we are going through. Okay.

Council Member Smothers: Exactly, and we told them to retain that amount of money, and Mr. Wagner made the motion to set aside \$35,000 for the City Project for marketing and advertising as has been presented in a budget that we got from the City Manager.

David Covington: Right. And I understand that. But I am asking you a question as it relates specifically, there is a change that has been made. And I have made changes in departments, too. And so I am asking you a question as the leadership who works with your management, if these questions were ever asked by anybody, and did you come up with an answer? I am not saying that you didn't, I am just asking what it is. I am not questioning or debating the fact, I am just asking you what it is, and these are questions that are legitimate and think deserve an answer and to get our understanding of what your understanding is of why this change was made. So, if I can continue.

The next question would be is the job description of the department head and the deliverable expectations of the department in line with each other? I have told you what I would do, but I am asking you and your opinion as going through this budget, is the department doing their job?

Mayor Sims: I would have to in response to that, say; first of all you know we are in the process of doing or revising everything that we have talked about as it relates to City Project. You know that we are working on a job description for whatever that new position is going to look like. You also are aware that we have met on several occasions since February, even going back to last year, regarding what Council's expectations would be of the position, not the position but the entity itself as the department and what we expected from them. The third thing is when we look at this whole process, and it is still ongoing, it is not completed, we will look at all of this and take everything into consideration regarding what the expectations are from this department. I believe it is clear from this Council's perspective that there is an expectation that is not being met. And so at this particular point in time we are reviewing, looking at, and determining where we are going to go. And so I think we are clear that there is something we want from the position as it's outlined, and there are some deliverables that we feel we have not received, and that we would like to have in the future. So I don't think there is any secret about that with anything that we have done as it relates to City Project. Now, if you ask has this individual done what has been, I guess, required by the City Project itself. I cannot answer that, because she works for you. And so I can't get into the aspects of the individual, and I think that's where we get into trouble when we start talking about the person and not the position. There is an expectation of the position, and what it is we think should be forthcoming from that entity. When we start talking about personalities and individuals, we get off into something that we should not be discussing.

David Covington: I haven't mentioned the person, I mentioned the department head. Now, let me remind you in all due respect Mrs. Mayor, Mr. Davis and Mrs. Mendenhall, I had a meeting with Mr. Clinard and I asked for the job description of the department head of the City Project. Okay. I was assured that I would get that. I never got it. I never got it. And all three of you assured me that I would get that. So I either assume that you don't have one or it wasn't important enough for you to give it to me.

Mayor Pro Tem Davis: Well give me a few minutes, I have the recap that Aaron Clinard sent us, and I read that before this meeting this morning. And I don't recall that being in recap, what you just said. But if you give me a few minutes I will read that, and I will be glad, and if I read that in there I will be glad to say that...

David Covington: Well, I don't recall a lot of stuff that I do, so I am sympathetic to the non-recall. But I can tell you...

Mayor Pro Tem Davis: Well, Aaron being a lawyer, he can recall, I thought, pretty good.

David Covington: I can tell you in that meeting I asked for a job description of the department head of the City Project. So, I move on.

Is the cost of the department in line with the revenue stream of the concern that you have? Well, I have already answered that. Because the cost of the department head at 600th to 1% is not even a number that you need to discuss, so I will skip that. I will go to another one. Okay. Is a new plan starting July 1st, July 21st, whatever you want to use as a date, is a new plan, and has it been developed, staffed, budgeted as to not disrupt the output of the whole of the mission? Okay. And, in the process of that, in developing that new plan, did you come to the existing department and ask them for their input that would allow you to help a buy in and allow you to understand from them the ones that know, the ones that live it and breathe it, your concern and get their buy in to change this whole department or reorganize it in a way that creates a whole different persona to the public? Was that done? I sit, I am not going to answer this question, but I can tell you this, I sit on the Board of Directors of City Project and I sit on the Executive Committee of City Project and in fact I am Vice Chairman of City Project, and to my recollection and to your point Mr. Davis, I could have forgot it, but I don't ever remember meeting that says let's work together to move this to a different location, what are your thoughts? Okay. We want to delve into the ones that know it the best and we want their thoughts to help us create a different entity. I was never a part of that conversation. I have certainly been part of the snippets of we are going to make a change and we don't necessarily like the structure. But those are not changes that disrupt the total department.

Mayor Sims: I believe that when we did meet last February we did ask that you come back with some information to those individuals that were in that room regarding how and what you saw when we talked about making that change we asked for input from you at that meeting. Was that not true?

David Covington: That is true. And that's been an ongoing conversation we've had specifically to the 501 3(c) status, specifically to a 503 4 status, which we have been working on. Now. In the process of this, if you want to call it a diatribe it may well be. In the process of this I know that there is two sides. And I know that your side makes mistakes. I know that our side makes mistakes. But what I am trying to understand is the process about which you go through to come up to a conclusion that this whole department needs to be reorganized and enveloped into the city and not be autonomous in nature for them to do their work. Now. I would ask you again, do you have a plan developed, staff budgeted for, as to not disrupt the output from the whole of the

mission starting in three weeks? Should I take silence as a no or should I take silence as I am thinking about it, or should I say it's none of my business. I don't know which.

Council Member Smothers: Well it is certainly your business, and there is a draft outline right here, but it is not complete, because it is a work in progress. Be glad to show it to you.

David Covington: Thank you. I have got some additional comments. And thank you for your answers on those things how I would see the department changing and morphing into something else.

Council Member Mendenhall: Mr. Covington. May I give you one piece of information from the budget that, because you stated a figure, and I think this might be important. According to the current budget document the assessed valuation of property in High Point is not \$7 billion, but actually over \$9 billion, which is an increase over last year of 2.1%.

David Covington: So I take it from that our city is growing rapidly.

Council Member Mendenhall: No, but it is not declining as you indicated.

David Covington: It is not as I indicated, it is as Joe Minicozzi indicated. And I don't know where his study comes from, and I don't know where your study comes from. I can only say that he does this all over the country and these numbers need to be looked at relative to either, there is a starter point. There is a line. There is something. Okay.

Council Member Mendenhall: I had asked for a copy of his presentation, which I haven't gotten either. But I think that I would assume that city staff in preparing the budget gets the documentation from Guilford County.

Council Member Smothers: I believe he stated he got the numbers from Peter Freeman.

Council Member Ewing: Joe's numbers came from the Peter Freeman slides. They were the same slides. And one issue with those is I think our county tax assessment is going to have a bit more accurate, one cause of concern with the fact that those numbers came I think from a Zillow estimate, which currently is being sued by a couple of other companies. One being the National Association of Realtors for changing data about property values without consent of other sites.

David Covington: Well, you know I am, I appreciate those comments. I am a realist, and of course, your comment Council Member Mendenhall only makes my number harder to figure, because it gets smaller.

Council Member Mendenhall: I would agree.

David Covington: The \$211,000 against \$9 billion is a lot smaller than \$211,000 against \$6 billion.

Council Member Mendenhall: I just wanted you to be accurate.

David Covington: And I certainly do appreciate that. You know from a realistic standpoint, I see a house that's four blocks from me that is probably in Greensboro worth \$1.5 million and sold for \$395,000. So I don't know whose number is right. I just tell you when the man walks up to the bank and gives you an offer it ain't what it used to be. So you can't take that any way you want to. And we are all in that situation. That's correct. But let me just pose some additional thought processes that is pertinent to the City Project. First off, what are we? What do we do? Okay. Well I can tell you what we don't do. We are not developers. We are not landowners. We don't procure. We have nothing to do, we are not city planners. We are not city engineers. We are facilitators that procure information that flows directly through you. The reason that we do that is because we want to build, help you, partner with you, build an economic base for my going to be grandchildren. I got three of them living in town, and they are going to be the ones that are going to feel the effects of this. I am too old. I am too old to be up here talking to you. I am too old, and I am not going to feel the effects of it. Okay. But they certainly will. And maybe if they decide that this is a cool enough town to live in, maybe their children or my great grandchildren will feel the effects of it too. So that's what we do. We procurers of information, we are facilitators of funds, we go out and help with raising money from the private sector, and facilitating that, but we are not fund raisers. We are guys that have passion and care about what's going to happen twenty years from now. Ten years from now. To this city. We are working in a focused area. We do believe that we have eleven square miles within the core study, and we do believe that eleven square miles of the core study taken on at one time will be the wrong approach to it. And we don't believe that just because you believe it. We believe it because that's what other people are doing. An example is Raleigh has got 1.8 square miles of their core city they are redeveloping. 1.8. You can drive around Durham's core area that they have revitalized in about ten minutes. And we have been tasked by you or other council to concentrate and focus on specific areas. It's not that we don't care. It's not that we are down there on Southside working with SoSi. As a matter of fact I was on the, the first committee I was on at City Project was the SoSi committee. It's not that we don't care about Washington Street. We do. We got an office down there. We work with the Harmon Foundation down there. We work with Patrick down there. And I was pleased as I could be to hear a gentleman the other day say this could be another Beal Street. Beal Street for those of you that don't know is a jazz street down in Memphis. This could be another Beal Street. And I agree with him. He's right. It could be another Beal Street. However, our task to date has not been to focus on twelve square miles, it has been to focus on two or three defined areas. And that's what we have been doing. Now, if you dissolve this and change it to the fact that it is not as prevalent, not known, not seen, but just another department in the city, how do you think your hundred investors who put up \$400,000 are going to engage with you. These are people that are on the wall over there, that would have to be a hundred years ago. These are people that have the same mentality and the same entrepreneurial spirit that has been in this town since it started. I will give you a couple of examples. And I know I am taking up more time than I should, but I ain't leaving until I get finished. There are two companies that I can name that were started in this way. A bunch of guys got together a hundred years ago and they needed seed money and all of them decided to put some money in the pot to support the effort of a family who had an idea. And this process flourished. And after this family got on its feet most times the people who were just passing investors would turn around and get a return on their money and sell the stock back to the family and then two days later another idea pops up, and these same guys, maybe two or three more

now come in, and they would do the same thing. Over and over and over. And that's how we became a manufacturing town. That's how risk reward takes place. That's how jobs were created. Because people were willing to take risks. Two of those companies, and there is a lot more than two, but two prevalent companies in this city were started this way. One of them was Marsh Furniture, still down there off of South Main Street. And one of them was Carolina Container. Still off of Ward Street. If you want to talk about economic value of ten or twelve guys, or however many it was, getting together, coming together and creating an environment for the workforce of this city and reinvesting in their companies, this word about wealth gets me. I think its risk taking. Okay. Entrepreneurship is risk taking and reinvesting in your company. And the guys that don't reinvest in their company today, and Britt knows this better than anybody, if you don't reinvest in your company today somebody is going to pass you by tomorrow. And somehow the city was formed by those guys on the wall over there who may have been in those meetings by taking calculated risk and willing to risk their own money and re-risk it and re-risk it, because when you grow you got to recapitalize. And this is a manufacturing based city. So I ask you, what's the difference of Carolina Container and Marsh Furniture Kitchen Cabinets, and the hundred investors that put money up to see this City Project move forward. I happen to be one of those hundred investors. And there is two questions that I, there is a question that I ask before I gave Richard Wood the go ahead and that I would participate. One of them was, I am not putting any money up unless there is buy in from the City. And Richard assured me, and he was correct, that there was buy in from the City. Now there's an observation that I have about that, because when I invested my money it came from manufacturing, it came from entrepreneurship, it came from taking risks. I didn't invest my money in Duany. I didn't invest my money in Uptowne. I didn't invest my money in The Pit. I didn't invest my money in sea cans. I didn't invest my money in the library parking lot. I didn't invest my money in any particular entity. I invested my money in the City. I invested my money in the future of the city. And I am investing my time now in the future of the City. And in my opinion as a line item budget, if you suck this work, if you suck this City Project into yet another department and you don't leave it autonomous in whatever structure you want to put it under, you will have killed the motion or movement that these fellows started a hundred years ago. So I would ask you in closing this, obviously we are at odds. Obviously there is some dissention in the best direction to go, and obviously the clock is ticking. I would ask you to consider in your budgetary discussions and approvals, an extension of the City Project as it is for another six months so that we as a group can come together, we as a group being the City Project and you as the governing body, can come together, understand the terms and conditions of what we can better do, because we are not perfect. What you can better do, but how we cannot disrupt the process of urban renewal and the opportunity of economic growth. Now I bring that to you with a blessing of the City Project. And I also bring that to you as a concerned citizen of the City of High Point. Thank you.

Chairman Moore: Thank you Mr. Covington. Next on the list is Taylor West.

Taylor West: Hello. I spoke a few weeks ago. This is the first City Council Meeting I have ever been to.

Chairman Moore: Taylor, please give us your name and address:

Taylor West: I live at 1201 Johnson Street in the Historical District. I was nervous, wasn't too sure what to expect. But I am back up here. Kind of touching in the some of the same things Mr. Covington touched on. I am heavily rooted in the furniture industry. I spoke last time about concerns of my younger colleagues that live and work inside that building, but all live in neighboring cities because our city doesn't offer what they are looking for. But beyond that it is not just my colleagues in that building, but it is also the other younger entrepreneurs, younger designers who are choosing not even to move to High Point or even in the local cities. A lot of them are startups. Manufacturers. Numerous things. And when they come here twice a year to attempt to sell their product they know our town well. And they know their opportunities probably better here than where they are. But we don't offer them what they are looking for. And what the City Project has done is try to create that atmosphere. Tried to create what they are looking for. These entrepreneurs, these young manufacturers, these are the people who will one day build the Marsh Cabinets and the Carolina Container. These are, one day will be our employers. You know, to bring our, could potentially bring our city to the industrial manufacturing strength that it once was. You know, we are the home fashions industry capital. And along with the other fashion capitals of the world, we have not done a very good job of holding that title. As in you look at, you know, New York, Paris with clothing. With Silicone Valley with tech... Here's High Point, the home furnishings and accessories. It's one of the largest consumer based products in the country. And yet, you walk up and down our streets, the Core City, where everyone that comes here that does their shopping sees as directly a part of, what do we look like to them. And that's my concern. That's you know. I parted the board. I was excited to be part of the board to see this potential change, to watch my colleagues and watch the younger individuals move here to create these companies. And watching what has been going on has been very disheartening. We listen to Jason Oliver speak the other day, the young designers as part of that movement down from New York, simply own nothing but watching the videos of Andres Duany and his speeches of what he wants to happen in High Point. He got up and moved his business here simply because of that. You know, it's already there and the excitement, it's right there at our grasp. And, you know, it's an important part of our city. It's an important part of – you know for me, for my generation, right here is the list of the top retailers in the country of furniture today. Five of the top twenty are e-commerce, Crate and Barrel restoration hardware. The Williams Sonomas which are Pottery Barn and Westdale. These are massively growing companies. Their numbers continue to go up. But yet, none of them do their shopping in High Point. They might come in visit, but their core shopping is done on their own. They go out and hire these small entrepreneurs and small designers that live in Portland, Grand Rapids, New York, Atlanta to do their products for them because they're that large. And research – over research done by the big guys.... is how do we attract this younger buyer. And it's one of the most difficult things they are having because what they continue to find out is e-commerce, e-commerce, e-commerce. Almost 80% of millennials they have discovered do their furniture shopping online, and yet we find the largest on-line retailers not doing their shopping in High Point. That is my concern.

Chairman Moore: Thank you Mr. West. We appreciate it and appreciate you making the time to be here. You bring up a good point. The technology piece for all of us in 2014 and its growth is another component of concern and I appreciate you bringing up that point, but that's gotta be taken into consideration as we make decisions as well. Next on the list is Patrick Harman.

Patrick Harman: I am Patrick Harman, 1214 Woodland Place. The Foundation, you know I work for the Hayden Harmon Foundation, we are probably the first people to give City Project a grant, maybe four years ago for marketing materials, it was \$15,000.00.

Chairman Moore: Pat, I don't want to be rude, I guess for public record, I need your address. I think we all got it memorized.

Patrick Harman: 1214 Woodland Place. Thank you. So, we have had a long history professionally with the City Project. When I was a citizen of High Point, and I like to ask you guys to reconsider how you fund the City Project, or your latest decision back in May, about how you fund the City Project. It's a common thing for cities to fund sort of downtown redevelopment groups. Greensboro does it. Usually it is not a city employee, it is true. I really urge you guys to try and find a compromise to facilitate a transition for the City Project without losing its heft to make things happen in this town. It is sort of taking away the car, the City Project, and you gave back a moped. And so if you are thinking about community change you really can't do it on a moped. You need a serious vehicle to make it happen. So it's kind of what, and \$35,000 is not enough to make things happen. You need people to make that happen. And so, maybe there is a compromise going forward that is more significant than \$35,000 as the City Project transitions to a more independent entity that partners with the city. I encourage you guys to think about that. Not a big fan of the coordinator position you are developing. I think that's just going to coordinate nothing frankly. If the City Council really wants to know what's going on in different parts of the city with the different advocacy groups, you can ask the city manager to compile a quarterly report about what's happening on Washington Street and Southside, and Five Points. It would be a whole lot cheaper and simpler. What the city needs is not a coordinator but catalyst, we need as many catalysts as we can get and the City Project is definitely a catalyst for change in this community. We need to keep that going, so we need to find a way to make that happen. Keep everybody engaged and involved. High Point is a weird place. I live in Greensboro. I grew up in High Point lived in Greensboro for a long time. I mean they do a lot of stuff in downtown Greensboro. I don't ever recall anybody going oh my God, they are spending more money in downtown Greensboro. I have never heard that come out. Come to High Point. I guess that shows the state of the neglect of the core city. There is a lot of complaining about jockey position to get city funds to get different things. I guess this suggests that City Council was wise in 2007 and sort of focused on the core city because there is a lot of need here. That's why we are on Washington Street and that's why Dorothy Darr is in southwest. There is a lot of good action going on in the community. I want to encourage you guys to come up with a compromise with the City Project folks for them to move forward and continue to be a catalyst for change in this community. Thank you.

Chairman Moore: Thank you Patrick. Next on the list is Aaron Clinard.

Aaron Clinard: I am Aaron Clinard. I live at 803 West Farriss Avenue. Past Chairman of the City Project. And was Chairman during the Ignite High Point campaign, as all of you know. My comments today are of course wrapped around exactly what David Covington presented to you earlier. And that is the focus of the funds that you have allocated for Core City Development. Of course, that position is just like his. I have a few observations and comments that I want to make to you in light of us asking you to find a way to continue our focus. If it is with these

funds that you already have allocated, then so be it. If you could find more funds that would be even better. I think about Jason and Barbara Ewing just having a new baby. And it may be too early for you to think about these things, but for me and some of the others, and some of the people on council particularly, one day you will wonder will she live here. Will she decide after she goes to school, will she decide to come back to High Point. And one day if you have grandchildren like Becky and Judy and some of the others, will they decide to come back and live in High Point. It's a fair question for you to ask because what I hope that you are hearing, and I do hope you have your ears open from this crowd that came Monday night and then again today, is High Point's lacking something for those kids to come back here. Jim I understand your daughter is going to build a house in the Uptowne area, and I am glad to hear that. And I don't know what her motivation for that is. But what we are seeing...

Mayor Pro Tem Davis: It started yesterday and the motivation is we were glad that she came back from Greenville to High Point, and I am doing my part. I could have put her on the north end of town, I want people to know that.

Aaron Clinard: Absolutely. That's why I brought it up. I am delighted that she and you have taken that position. But what we are seeing is the opposite. The majority of the folks don't choose to come back here. They don't choose to live in High Point. They don't choose to be with their families and their parents and their grandparents. Because there is nothing here for them. You have already heard that from several of the young folks. Taylor is a good example or Michael Hayworth having to make excuses to his friends about why he lives in our city. And I hope that somewhere along the way you can see that. I hope somewhere along the way you can see the fact that when Loren Hill does such a wonderful job of bringing new companies here and new jobs here, we are delighted with that. We are the envy of all the other economic developers around the state because of this public private partnership that we have and because of the success we have had. Guess what? The executives don't live here. They choose to go to Greensboro. We've had that plague ever since I have been involved in city government and lawyering and volunteer work. And somehow along the way we are missing that. We are missing those executives coming here and participating in our community. Participating in our churches and our civic groups and our other organizations. And that should be a concern to you. We know the reason. The reason is because there is nothing here. They don't see a vibrant city and excitement to live here and raise their families here. That may not be of concern to you as long as we have the businesses and the jobs. But it is for me. For one, I would like to see if we can attract both.

And I believe Loren would like to have that in his tool box as well. For one, I am also concerned about the future of bringing folks here. For instance, I brought to light to you Tom Van Dessel. Like it or not, he came here, he said it publicly, because he loved the excitement that he saw with the revitalization that was going on here in High Point. You heard from Jason Nixon the other night, the reason that he and his partner came here was because of the excitement of the revitalization that's going on here. These are two exciting newcomers to High Point. If we change the direction through your current efforts, it's going to be much more difficult for us to attract people like that in the future. So, I would ask you to take that into consideration. You know, maybeI don't know, Becky, you may be right. Maybe we don't need a downtown, and maybe we should be a bedroom community to Greensboro like you said to me one time. But, I

don't think so. I think we deserve more and I really think that all of you should take a look at that part of who we are. You've been greatly successful as a Council and your predecessors and two really big things....I mentioned it during Monday night's comments. One is Piedmont Centre. Becky and Judy, y'all both can take a lot of credit for that. It's been a wonderful asset for our community and you took risks. You didn't know what was going to happen with that. You took risks. You got the water and sewer out there and you should be very proud of that because the end result has been phenomenal for our city. Becky, you've been the best broker in bringing businesses here than anybody I know. I sat with you through some of those in bringing Banner Pharmacap. I never will forget it. You also had the Library. I mentioned that before. All of those were transformational things that you took a risk on and I think that's what we're trying to ask you folks to reconsider here. We're not trying to do this just for Uptowne High Point, we're trying to do this for the entire city. Jim, you said to me one time that your friends and constituents go to Greensboro to eat. You know what, that shouldn't be the case. We should have something for them in our downtown area or uptown, whatever you want to call it, where they feel a part of High Point—not Greensboro. Or else, we're going to continue to be the bedroom community. You said you don't have an idea about how to visit that. I don't either, but we have a plan that we think would address it. We're pretty confident about it. We're very confident about it.

I've had comments from several of you folks and I took it to heart. You said we're only here for two years. What can we do in two years. Well I take issue with that too because there's a lot you can do in two years. You can do the beginning of something that's transformational. You can do something like Becky and Judy did with Piedmont Centre and the Library and other places like that that we've taken a risk on. You can start that in your two years. You know what, I know that it's difficult. We have this crazy election cycle. Many of you haven't even had the chance to go to the Institute of Government's courses on leadership as a council person and I'm really sorry about that because I think I'd like to go to it. I think I could learn a lot about how our city government works, but I really think that leadership is leading. It's coming out and saying this is what's best for everybody. Now, you know, in two years...I mean for you newcomers, you've been on Council 18 months now. Jeff, Jim, Jason....18 months. You got sworn in in December and then in April, May and June you had to adopt the budget. I don't know how much you think you can learn in that period of time about a budget or even in 18 months for this budget. I admire you for doing it and I appreciate the time that you all spend because it's a full-time job and I don't care what anybody says about it being a part-time job. But my point is this, I take issue with what Mike Carr told you the other night. He said y'all are the CEOs. That's not true. I practiced law in the corporate world for 30 years. You are not the CEO. You are the Board of Directors. Your Mayor is the Chairman of the Board. Your CEO is Strib Boynton, the manager and your job as a Board of Directors is to set policy, strategy and vision. That's what your job is. And then you direct that policy strategy and vision to your CEO, the manager, to execute. And if you don't like the way he executes it, you get rid of him, but you don't cross that line and start getting down into the weeds and start doing the job of the CEO. So my point is that in that two-year period, how do you learn all these things? How do you become....the learning curve has got to be so fast for you.

So my point is....in going back to the City Project, part of what we have tried to do for you and your predecessor Councils is act as an arm of education for you. We've done research. We've

brought in experts. We've done everything we can to give to you the tools to educate you about why revitalization is important and how it can be done. It's beyond me why one, and you can put yourself in that category if you want to, doesn't take the advice of an expert. One of the things that used to bug me the worst as a lawyer was for somebody to hire me, pay good money for my advice and then not follow it. It was the dumbest thing I ever saw, but it happened. Not much, but it happened. I hope we don't have to put this Council in that category. We have had wonderful expert opinion. We have done a lot of educational forays into the revitalization world for you and we've given you that information through our efforts and we're only asking that you not stop the motion of what we're doing here.

I'll never forget....I can't remember how many years ago it was, Strib, but we took a small delegation of folks up to Chicago. Chris Kennedy, who at the time was head of the Market Square operation over here and the Merchandise Mart in Chicago wanted us to come up and see how they had covered the railroad tracks in the Michigan Lake area. They treated us for a whole day with activities with the people who actually made that happen. We were talking about what would happen if we covered our railroad tracks here and created a retail district. We came back all excited about that, but what I remember most about it was that we were walking the streets of Chicago and I was turning around and looking down an alleyway. They were the cleanest alleys. The cleanest streets that I've ever seen in my life in a big city and Chicago is a big city. I turned to the manager and I said, Strib, look at this. I've never seen such wonderful, clean streets in a big city. He said something to me that's been on my brain ever since. He said, Aaron, it's a matter of priority. What's your priority. So today I'm here asking you, again, what's your priority? Is your priority to do the band aids that I see in the current plan? That's fine, I have nothing against landscaping on S. Main Street. Judy, we talked about that years ago, trying to get that done. I have no problem with that. Mayor, I have no problems with what's going on on Washington Street. You know I've been a big advocate of that for a long time and I'm delighted that private development is coming in to work hand-in-hand with us. But I'm telling you that unless you keep focus in one area to try to create something transformational... I know you don't like that word....but that's what we're talking about, transformation. High Point has got to have something that's transformational and if you continue on the path that this allocation in the budget that has been presented back to us back in February, if it continues, you are going to lose the support of the 100 investors, you are going to lose the support of a volunteer base and there's no way that one person. One person....not one person....and I mentioned this to you recently Mayor, not one person can do what you're talking about as a coordinator for all eight focal areas. It's impossible. Absolutely impossible. So I say to you, I hope that you'll take the challenge I've given you and find some way... we're open to discussion....about how you think it should be done.

Judy, you have a problem with a 501(c)3 status. I've got it. Let's find a way to work around that. Let's create another entity, a 501(c)4 like EDC. Let's don't just cut it without some discussion about how we can find another avenue for keeping this project going. I had a couple of occasions to find some quotes and I'm not one to belabor issues like this to quote, but these were two good ones that I want to leave you with. One was that "Leaders spend money on long-term projects for the public good. Politicians spend money on projects that help them while they are in officer." So my question to you is are you a leader or are you a politician in this budget?

Lastly, from former President John Quincy Adams, “If your actions inspire others to dream more, learn more, do more, and become more; you are a leader.” Thank you. [applause]

Chairman Moore: Thank you Aaron. We know you’re very passionate about the city and we appreciate the comments. As we go forward, let’s try to stay on the budget as best we can. Karen McNeill.

Karen McNeill: Karen McNeill, 1026 Wellington. I’m also a business owner here in High Point. I want to thank you for listening to us this morning and I want to tell you that I came on Monday night, not really knowing what to expect because I’ve never been to a budget hearing before, but I was very encouraged. What I was encouraged about was the discussion about the sidewalks because there were I believe eleven people that came to speak about a project that had already been started and this City Council listened to what they had to say. I was watching the body language and I saw Mr. Douglas—I don’t know you—but I saw you lean forward and the Mayor leaned forward and Mr. Golden, you leaned forward. Mr. Davis you even leaned forward and Mrs. Smothers, you had a suggestion of do we need a sidewalk 5 feet wide for the children. You were in a compromising frame of mind to make this work for the citizens. So, you know, Mr. Golden I was so impressed by you. You said you had put three years into getting these sidewalks and you even talked to the Council Members and Mayor Sims, you said, yes, you worked so hard to get this sidewalk, but the people stood up and said, we don’t want sidewalks. So you called a staff member up and you said, how far are we on the project? Has the concrete started? And you said, you know, we need to reconsider. So I was encouraged because this Council on Monday night showed that you can reverse a decision. You showed that you listen to the people. So, you know, it’s interesting to me, we’ve worked both for the City Project....we actually named the City Project, we did the logo for the City Project, and then later we had the opportunity to work for IGNITE High Point. We’re no longer working for either one of them, so I’m here as a citizen, not as someone who has been hired by them. But we worked on the Facebook pages. We worked on the website and we had administrative rights to those websites. So what that means is we were able to look at the backdoor and we were able to look at those figures. So if 11 people could come before you and change the direction of a sidewalk, then I would say to you that certainly 1,000 people—nearly 1,000 people who signed a resolution in support of the City Project—would get your attention. I would think you would listen to 1,000 people. Now of those names, I got to see all the names of everyone who signed that. I didn’t even know 1/10 of those people. I don’t know who these people are. I’m well connected in High Point. I didn’t know those people. When I looked at the zip codes, 27262 did have the greatest number, but Mr. Davis and Mr. Ewing, 27276 was only about 100 people behind of those that signed that resolution. And 27263 came in right behind that. So this is not just one little area of people who are in favor of all this. The Facebook pages have been liked. If you’re not into social media, you ought to get on all the Facebook pages and look at the comments and you will find....because we studied every single comment on all the websites including the High Point Enterprise. Overwhelmingly, they were in favor and we didn’t just say whether they were in favor or opposed, we looked at who entered it. When you took out the couple of people who were opposed, overwhelming like 95-96% of the comments were in favor of the City Project and IGNITE High Point. So those are really big numbers. Eleven people changed your view for a sidewalk. I don’t really think you can ignore those numbers.

In 2011, our firm was hired to do a study by the Chamber of Commerce called “Welcome High Point” about why city executives moving businesses here, locating businesses here were not choosing to live in High Point. I personally did all those interviews, lasting one hour long, with executives about going through the process of how do you decide where you’re going to live. This was both quantitative and qualitative. Quantitatively they were asked to rank in choosing a place to live, things like 26 different factors: home values, quality of life, hospital/medical facilities, beautiful parks, demographics, entertainment, the arts, etc.... Twenty-six different things they ranked. Then, after they ranked them, I went back and qualitatively with a list of questions, asked them how they made the decisions. Do you know what? It was all about feelings. They talked about home values and whether or not they felt like the home values would hold up and whether they would be able to sell their homes when it came time to sell. But they talked about Main Street over and over and over again and I want to just read you what these people said in the transcripts.

One of the concerns is whether High Point is still declining. Is this a contracting area? We were wondering about the economic future of this city. The downtown area is depressing. It seems like a Hollywood movie set. It sets up for Furniture Market twice a year; the lights come on and the lights go away until the next market. There’s not a public gathering area. The changes that could be made would be aesthetic, especially on Main Street. People come in and say what kind of a town is this? I would never live in a city that has a Main Street that looks like that. The fact is, it needs a face lift. These are all different people. Aesthetically, the power lines, without boarded up buildings is a big deterrent. Look around and see the eyesores. Things could be better kept up. We want a city where we would be proud when people come into town to visit us. My first impression was I thought something was wrong. It was a ghost city, then someone explained Market. As the Home Furnishings Capital and the host town, it doesn’t embrace that we should be the poster child of what you would want in every community. I could go on and on. I have a bound copy of what people had to say about High Point. Now, whether or not you agree really doesn’t matter because you already live here. But the fact of the matter is when people drive into our town and they’re deciding whether or not to live here, they look at Main Street as a barometer of the health of the community. Main Street is the barometer of the health of our community

Now when I look at the amount of money that has been spent on the City Project, the actual private funds is \$2.1 million in private funds, Mrs. Mendenhall, \$2.1 million. The city, in fact, has put in \$1.9 million. That’s \$270,000 a year and as I think I understand, we have a \$350,000,000 budget. Really? Really, is that all we’re willing to put into our front door, our living room of our city? Is that all we’re willing to put into economic development? People have to look at this and say....thirty-two years ago, I actually made this decision. I could have lived anywhere I wanted to live and I looked at High Point and I saw a charming town and I saw a charming front door. I’m not sure I would make the same decision. I’m really not sure I would make the same decision. So I remember that thirty years ago, as a first-time manager, I was sent to a management consultant. I had problems. People weren’t following me and the consultant said to me, you know, Karen, you need to remember as a leader the people need to be behind you. When you turn around and the people are no longer behind you, you are no longer a leader. If not High Point and the City Project aren’t going to go away.

There are thousands of people that want to see High Point moving forward. You were willing to reverse your decision on a sidewalk for a community. I'm asking you to think about not cutting back the budget for the City Project, but expand the budget for the City Project because you might think this is one little issue that's going to go away, but it won't go away. It's also being recorded in the newspapers and ten, twenty, thirty, fifty years, 100 years from now, when historians look at High Point and what happened to High Point, there will be a record of what this City Council voted to do. So I'm asking you, as a citizen, to prayerfully consider the budget and to don't cut back, but expand the budget for the City Project. Thank you. [applause]

Chairman Moore: Thank you, Karen.

Council Member Smothers: Ms. McNeill, the Council did get that study that you referred to—your interview study.

Chairman Moore: The next person is Beverly McCabe.

Beverly McCabe: Thank you very much. I'm Beverly McCabe. I live at 432 Birchwood Drive in Wendover Hills. I just have a couple of comments because everything else has been said. I'd just like to say I agree with every one of them and every point they made. I would like to say that if the tax base has increased from \$6 to \$9 billion, I would ask the City Council to assure us that we can sell our property for the tax value that has been assessed because there is no way that we can do that in our town. I'm concerned that City Council seems satisfied with High Point being a bedroom city to Greensboro and Winston Salem. I ask you to move forward on some phase of IGNITE High Point. I think that's the least your constituency can ask of you. Thank you. [applause]

Chairman Moore: Candace Fenn. Did I pronounce that last name right?

Candace Fenn: Candace Fenn, 2905 Kippenshire Lane. I have a letter to the editor that my husband, Bill, has sent in and it has not yet been run. We felt that it was prudent to go ahead and share that with Council.

“Recently I attended several City Council meetings concerning the IGNITE High Point proposed plan to revitalize High Point and have come away from those meetings very disappointed. A world class urban planner was commissioned to develop the plans and Mr. Duany's concept was well received at its presentation. A second highly qualified city planner, Mr. Joe Minicozzi, confirmed that Mr. Duany's approach was logical and strong. As an investor in the project, I had high hopes in the early stages as the plans developed. Lately, however, there is a lot of indecision and second guessing of the proposed plan. The implementation has been mired in disagreement and inaction by City Council, even after Council invested \$50,000 in city funds toward the plan. Generally, the best approach to a complex project is to gather the low hanging fruit first, get some success, and build a consensus for further development of the plan. The Library Green is a good starting point with wide agreement that this effort is a good first step. Presently, the plan is stalled. If nothing is done, the business community and the citizens of High Point is going to lose interest in the project and the IGNITE High Point Plan will die. The future of High Point is at stake. Let us not miss this opportunity.” Signed: O. William Fenn.

I have another comment. When we were here last week for the press conference and Jay brought up the fact that the budget calls for spending \$5,000,000 on the Materials Recycling Facility. I would much rather see this City Council propose spending \$5,000,000 to recycle High Point. [applause]

Chairman Moore: Thank you, Candy. Strib, can that money that's earmarked for the recycling has to go in that direction, does it not? That's not funds that can be moved?

City Manager Strib Boynton: You operate a Recycling Center and all the costs associated with it comes from a different pot of money.

Chairman Moore: That's what I thought. Cynthia Davis.

Cynthia Davis: I first want to thank you guys for the emails going back and forth in regards to the electric and utility rate increases. I think I'm a lot clearer and I want to thank Strib and Eric. I understand they are going to do the mock statement showing the now and then the changes that are proposed—the 1.8% utility; the 3% for water and sewer and the 7% for tax. Is that correct? So, anyway, I wanted to thank you for that. I really had decided to stay away from the City Project topic, I have a lot of other stuff I'd like to address, but seeing how I do live in the city and it is my money too that you're reaching into pockets to get....I live in an area that it's impoverished, if you will.

Council Member Mendenhall: Ms. Davis, we need your address.

Cynthia Davis: Cynthia Davis, 413 Evergreen Avenue. I apologize Ms. Mendenhall. Wards 1, 2 and 3 and sections of 4 need a lot of work. Richard, Aaron, Wendy and a lot of other people can tell you that I've been to City Project meetings. I went to the IGNITE High Point events. I've been at High Point University. I've heard some of the recommendations. Some seem farfetched, some seem reasonable, some seem fantastic even; however, the concern that my neighborhood and the people that I know and the people that we interact with and we don't all come downtown because we don't have the money to spend downtown. Why? Because we need jobs more than we need that one part of our city to look exceptional. If you come to where we live, we'd like for our roads and our neighborhoods and where we live and sleep and breathe and go shopping, to look a 1/10 as good as Main Street. So with that being said, that's really about all that I'm going to say because, you know, this morning someone said Naysayer and I'm thinking, no, I'm a realist.

If you bring jobs...I was talking to Loren Hill the other day and I said, Loren, if City Council came to you and said where should be bringing businesses to inside the city. He said well we still have a lot of people that would like to have access to rail. The problem is we don't have shovel ready sites. Well, if we had some shovel ready sites, then these projects would probably come to fruition on their own. I'm not saying don't consider, don't think about. I'm just saying there's a lot more to look at and when you really sit down and you go through this budget, there's not a whole lot of money there that you can pull from. Back in 2012, I commented on City Project and the pay. I wasn't aware how that non-profit was running, nor did I know how

the non-profit was running. I do have an issue with that because we don't see Scott Keyes and we don't see Dorothy Darr asking to be paid by the city. Their audits are done according to the Internal Revenue Service. The city doesn't do their audits. So I have concerns there. Am I against what City Project is doing? No, because they're supposed to bring suggestions. They're supposed to bring thoughts. They're supposed to bring data. Are they supposed to come and demand funds out of my pocket, my neighbors pockets, when we are limited on the median income of \$27,000 and less in the city? I beg to differ because that's going to be a \$20,000,000 bond referendum. We're looking at things that are going to be done in the next General Obligation and bond referendum for maybe 2015, 2016—a new senior center, a new police department, expansion to the Museum, Triangle Lake Road, Johnson Street and Sandy Ridge Road, Montlieu and Lexington, IGNITE High Point improvements from the DPZ recommendations. So you are working on some of the things that you can feasibly do. You know, you can't wave a magic wand to make everything happen overnight, but we can take steps. From what I've seen, you are taking steps. Is it the miracle that they want? No, it's not. But are they steps? I think they are. Another Council will come in and hopefully another Council will add to what it is that you're trying to do because you've got two years. So the next group comes in and they add to it, then the next group comes in and hopefully they will continue to add to it. But, you know, I'd like to see some things over in my neck of the woods too. I think that Aaron said that you are a board of directors. You set policy, strategy and vision. Well, you're setting a strategy and you have a vision. It's just not to the magnitude. Because of this budget you are limited, you know, there's constraints. Once you get into that and you start really dissecting it, then it becomes logical. But, no, you can't just throw whatever you want wherever you want because there's a whole bigger picture out there. Transformational—man, wouldn't it be great if everybody's median income in the City of High Point was \$45,000? That's still not a lot of money, but I'll take it over what people in my area make. So, you know, I just wanted to get that in. Anybody that can say that Ms. Davis is a naysayer, Aaron and Richard and Wendy know that I attend and I comment and I throw out suggestions and I have and I will continue to do so. But I have the right to my opinion the same as everybody else.

With the general obligation bonds and the two-thirds bonds and the water and sewer revenue bonds, the pay-as-we-go financing, the general fund pay-as-we-go, the water and sewer fund pay-as-you-go, electric fund pay-as-you-go, the landfill pay-as-you-go, other pay-as-you-go...the list goes on and on and on. If you could do the miracle dream, where would you pull the money from? That's my question for you today. Where would you pull the money from? Are we going to be indebted beyond the sixty...what was it? There was one total that was given when this hand out was given out January 22nd. I jotted down \$62.5 million in bond money already and then we've got some other totals like \$73 million. So, you know, the more you add on, the more we are paying. I, for one, applaud the fact that you're looking at doing improvements. I, for one, look at the fact that you recognize that you've got an entire city to run. I applaud you for knowing what your median income is and the shoulders of the people that you're going to put this debt on. Now, as far as executives moving in and saying why I don't want to live here because of Main Street...well, some of us that live here say well, you know what, I don't want to live here because we don't have work and then the shoulders of the individuals that are left are going to have to carry that load too. So I think if we focus on shovel ready sites, which I don't know how much in the budget you have budgeted for shovel ready, making locations. But if Loren says there's a need for business and people are wanting access to

a rail, then maybe we should look at preparing some shovel ready sites in some of the wards that the train runs through, so that we can build up the economy so that we can do everything that it is we would all like to see happen. Thank you. [applause]

Chairman Moore: Thank you, Cynthia. Okay, we apparently saved the best for last. Elijah Lovejoy.

Elijah Lovejoy: I have to write things down. I forget them, they slip out of my ear.

Council Member Mendenhall: Could we have your address please?

Elijah Lovejoy: I'm sorry. I own property at 917 Avalon Acres Court.

Council Member Mendenhall: I'm sorry, I couldn't understand you.

Elijah Lovejoy: 917 Avalon Acres Court, High Point.

Council Member Mendenhall: That's where you live?

Elijah Lovejoy: I own property here. I live in Greensboro. Good morning Madam Mayor and fellow Council Members. Jason, congratulations on the new baby. Though I've been retired from High Point revitalization for two years now and I'm enjoying my full-time job in Greensboro, I come before you today for three reasons. The first is I have friends on both sides of the current debate, whom I respect and support. Second, I still own a home in High Point, which I pay property taxes on and would like to see the current debate contribute to High Point's advancement and not contribute to its continued decline. Third, I'm encouraged by what Council has knowingly or unknowingly accomplished in a very short period of time since voting to abolish the City Project department. I think it's worth drawing attention to these accomplishments and encouraging you to consider their implications.

Number one. You've got many more people thinking and talking about revitalization than ever were previously. That's an accomplishment and I congratulate you for that whether that was intentional or unintentional. I think it's worth praising you for because it was your decision that caused that. Number two, you've prompted a much greater level of honesty about the challenges facing High Point and an interest in brainstorming solutions to those challenges. I think sometimes in the interest of being civil, we've not been entirely honest. I see people being much more honest now and frankly, that's an encouragement. Honest in the spirit of respect. Number three, you helped clarify and unify the vision of town center revitalization components. I'll come back to that in a second. I think that's a helpful phrase, town center revitalization components as opposed to 11 square miles revitalization components. Number four, you've succeeded in taking City Hall ownership of High Point revitalization in a way that supporters of City Project, Inc. up until now could only have ever dreamed of previously. You've actually taken a huge step. This elephant is not in your lap. It's not in anybody else's lap. Practically this means businesses, residences or respective citizens visit High Point and ask who is in charge of High Point revitalization, why core city property values are declining after the non-core city value properties, why High Point's core city is almost ten times larger than Raleigh's core city

focus area or why High Point's downtown is a ghost town except during market. People will no longer look to City Project, Inc. or the Downtown High Point Improvement Committee for answers. They will not look to the High Point City Council for answers. If you are ready to cast vision and lead effective revitalization efforts, I believe people will respect you. They will work with you and they will honor your decision in the long run. However, if you in effect say by your actions or inactions say, "We don't have an effective vision, an implementation plan for revitalization." "We just know we don't like City Project's vision." You will create a revitalization leadership vacuum and history will not be kind to you. I am hopeful you will rise to the occasion you have helped create intentionally or unintentionally.

I am encouraged by the revitalization research that I know several of you are doing. I am also encouraged by the idea of dieting Main Street from Parkway, south to approximately English Street, which I believe former Mayor Becky Smothers has recommended in the past. At least I read that in the paper. This proposal could also be easily accomplished through parking paint and would tie in nicely to a new Library Plaza or Library Square Town Centre, which numerous people have now endorsed. Two closing comments that came to me after I wrote this....first, I'd like to say....people talk about the cost of action. I think it's important to talk about the cost of inaction. According to your budget, which you've now....which I have on my phone right here and which you have before you...as a city, you have lost....or I have lost as a property owner of the city \$432,000,000 between 2010 and 2013. That number comes from your own budget. Citywide, this city has lost \$432,000,000 in property values. That's your tax base, between 2010 and 2013. Those were the two years....the highest was 2010, 2013 was the last year we have definite numbers for. 2014 is estimated and 2015 is projected. So not doing anything means continuing down a current track of what we know that definitely up to now is a loss of \$432,000,000. So if we're going to talk about cost, let's talk about the cost of action as well as the cost of inaction. I think that's important to be aware of. The opponents of action can be extra loud because they don't want to pay attention to the fact that there's cost of inaction. The second, I think the solution is actually quite a bit simpler than most people realize. It's what I call when I was living here and working here, about six years working on revitalization, I called it High Point needs a geographic heart transplant. In other words, we all know that the Furniture Market is valuable, it's important and we are thankful for it, but it's not our downtown anymore. Everybody pretty much agrees with that....in terms of people being there to enjoy it. The heart of the city reflects its soul and character. So when people lose the heart of their city, they feel disoriented. They feel displaced. They feel like they've lost something. They have multiple cities across the country that has recognized this. So the debate as I see it right now, as the debate should be where does the geographic heart transplant go? It's a tough debate and that's why there's so much a free fall because everybody wants it in their backyard, understandably. So I would encourage you that the question needs to be answered. However you answer it, you need to answer that question. Some of you, I think, by previous votes have helped create the displacement of downtown bringing in Furniture Market, which I think was probably a wise thing to do at the time because it did build up the tax base, but it created a problem. The problem is we don't have a geographical heart to our city that our people can call their own. You have your side of town, I have my side of town, but we need a place that we call our downtown, our uptown, our heart—whatever it is. Wherever you want to put it, put it somewhere where it's going to work and not be too expensive. I have my opinions about that. That's not too hard of a thing to do I don't think and to start building towards that over time, I think the public would

support you in that. I think future Councils would support you in that. That would be my suggestion to you. Thank you for your time. [applause]

Chairman Moore: Thank you, Elijah. Aaron, I know you said you had one more thing pertaining to the budget. Is that correct?

Aaron Clinard: It pertains to the focus of the funds in the budget and I think this might be important for all of you. You know it, but I just want to state it while you're thinking.

Chairman Moore: I'm always thinking.

Aaron Clinard: They just don't pay you enough, right? Two of the largest investors that we had in City Project are two investors that should mean a great deal to each of you because they provide the largest economic impact to this city of anything. That's the Furniture Market through IMC and High Point University. I met with both of those individuals privately to ask for funds and to the person, each one of them said to me the reason that we're giving you this money is because we both have the same viewpoint and need. Bob Maricich has people from all over the world come here for Furniture Market. He says that when they're inside the buildings, it's Shangri-La. When they're out in the community of High Point, it's what's wrong with this town? Bad impression. Nido Qubein says the same thing and I'm sure that many of you have received letters—copies of letters—that he's gotten from parents and potential students who say the same thing. When they're on campus it's wonderland. When they look at the downtown, or whatever you want to call it, what's wrong with this town. I think because of the economic impact of just those two investors that we have, you'll pay close attention to the focus in this budget of what we're trying to accomplish at the City Project. If you don't, I think you may see in the future some difficulties. Okay?

The last thing I want to mention to you is this and there's been some discussion about this in a roundabout way. I think two of you attended the ceremony when the Governor of North Carolina was here at Pickett Cotton Mill. He chose to come to High Point for a particular reason—to announce two programs that he had put in his budget. One was that he was creating a fund for economic development through tax credits for restoration of historic properties and the other was a revitalization of the Main Street program to help revitalize downtowns. In his comments, he said something that has stuck with me ever since and I've been using this phrase quite a bit and you've heard it a little bit tonight. He said that in all of his economic development efforts throughout the state, when we were trying to come and convince people to bring their businesses and new jobs to North Carolina, the executives always asked...show us your living room. Show us your living room. Our living room is non-existent. Our living room as it exists now is not one to be proud of. I would ask you to help us create that living room so that when Loren brings folks here, other people who want to would be interested in coming to High Point and we can show them something to be proud of. Thank you. [applause]

Elijah Lovejoy: I have one thing. I don't have any idea how to pay for this. Andres' Duany, when he was here, said that you've got about \$11-\$13,000,000 budgeted for burying power lines and he said focus that on one area, don't focus it on Business 85 all the way to 68. He said just bury it in the area from Westwood up to State Street and then put your other money in building a

town centre, a Library Square whatever. So I think there is money that you've already approved that can be reallocated. Thank you. [applause]

Chairman Moore: Thank you. Mayor, I believe that's everyone and I appreciate you coming out this morning and I thank my fellow Council members for their patience and listening to what the folks had to say. So I'll turn it back over to you, Mayor.

Mayor Sims: Thank you, Mr. Moore. And, again, thank all of you for coming. Again, we will be meeting on our budget—this budget—next Tuesday and moving towards adoption at our Council meeting on June 16th. We appreciate all of you coming. I will say this, when I hear individuals say that this Council has no vision, I don't believe that that's true. I think that the vision has already been established when we initiated the Core City Plan in and of itself. The vision was set. Now, if you want to talk about implementation of what that vision is, that becomes a different conversation. I believe that this Council, as has other Councils prior to us, look at what is there. We look at the recommendations that have come particularly from the City Project and in those instances, we've looked at how do we implement those and how do we move forward with making those things happen. Some of you sitting in this room sat with us as a Council when we talked about revitalization of the PIT. We talked about the Library Plan. We talked about several components that were forwarded to us from the City Project Board regarding where they thought we should go and what things we should do. And Ms. Davis touched on those. Some of those we have incorporated and have said, yes, we will move down this road. I know that there is a desire on the part of individuals to say that we should focus on one area and put our efforts into revitalizing what has been identified in the IGNITE High Point Plan as what our focus should be. I think that to some degree we have done that. But there are also other areas of the city that have looked at us and said, we want some attention too. And as the leadership, although there are some that take exception to the fact whether we're leading, the leadership has said we can make some of these things happen. We can walk and chew gum at the same time. So that's what this Council has attempted to do in the process of addressing these needs, wants and desires that exist in several of our neighborhoods. When you go back to the Core City Plan, what it says is that we need to look at our mixed-use areas. We need to look at residential. We need to look at commercial. It identifies several components of what's in that plan that need attention by the city and it's areas we should look at revitalization and upfitting those communities. We have a huge deficit and a huge problem with some poverty areas in our community. So our challenge as a Council is to address those areas as well. We talk about shovel ready projects, that is something that we've had many conversations about. So when I look at what is being asked and required of this Council, the one thing that I did not see and we've talked about this, this Council has proposed a one cent reduction in the property tax rate as part of this budget to say we want to make sure that we're being fiscally responsible for the dollars that we have. I've not had come from this City Project group any way to generate additional income to help do the things that we desire to do that have come out of the plan that says we need to take a position on and move those things forward. So what I would say, and I do agree with whoever had the comment....I think it was Karen, who said, you know, there really ought to be more money if you really are concerned about revitalization. That's a statement, I think, that bears some merit. That if you're looking at how we do these things, should there be more money in the budget to make those things happen? So, I think as a city and as a community, everybody needs to be at the table in the conversation. So not only is there an

uptown that needs attention. There's a South Main that needs attention. There's Washington Street. There's Five Points. The list goes on and on and on. And I don't think that as a Council we can have tunnel vision around how we revitalize without looking at ways to raise additional funds to make that revitalization happen. So, again, I appreciate the fact that you all are as passionate as you are about what you're doing in the revitalization. I believe it. I think that when you look at communities and say no one wants to live in High Point because it doesn't have a vibrant downtown. I think you need to look at the communities as well that encompass and surround our downtown. What are we doing to make sure that that bleed over happens and that we do this revitalization, not in a vacuum, but in a way that supports and uplifts all communities and all people? So you all continue the work. That's what I would like to see happen and I don't think it should be predicated on whether or not there are all of these dollars in the budget. Right now, we have in that budget, Core City the way it has existed. What will happen moving forward? Only we know as we continue to have these conversations. But what I would hope is that you all remain steadfast and resolute about the things that you see that need to happen in our community. But I'd ask you also to get buy in from 27260 because when you're talking about zip codes, there's a 27260 that I didn't hear in the conversation that needs to be a part of buy-in with what we're trying to do. They deserve attention just as well as 27262, 65, 63, 64. There's a community out here. 61. There's a community our here that's also listening to what we're doing today saying what about us and that's the charge that this Council has is to address the what about us, as well as what we do with revitalization in our uptown. So, again, thank you all for coming and being a part of this discussion. We will continue to talk. I talk to Aaron all the time. We debate on some issues. We come to a consensus on others and some others we're never going to be on the same page about what we need to do moving forward. That's okay because this is not a small area that has a concern about sidewalks. This is a big city that has concerns about sidewalks, streets, buildings, tax base....it's a bigger issue and a larger discussion. So I would ask, again, that we just continue to keep the lines of communication open. I think that's important. If we're not talking, we can't get any of this done. So, again, I think all Council joins in thanking you all for coming and sharing your comments on the budget. We'll see where we end up on the 16th.

Chairman Moore: JoAnne, do I need to verbally close the hearing?

Council Member Mendenhall: You did when you turned it back over to the Mayor.

Amanda Hines: Can I say something? My name is Amanda Hines. I live in 27262 and I have a business in 27260. So that is very much a real issue. My business is at 27260 and my home is at 27262. Where do I find the premise of the missions in each of the zip codes?

Mayor Sims: Well the Core City Plan specifically, and that's what this whole thing was about to begin with, it addresses.....there's a summary on our website that addresses what that vision was based on the charrettes that were held. So, although the Plan is there and it specifies the things that individuals talked about, a plan is only a plan. So at some point you have to look at it and say, does this still apply to us. We talked about 2007 with the development of it. It's now 2014, seven years later. Is it still a viable process or is this viable for what our community needs to look like. So I think as we move through the process we need to continue to look at whose leading those efforts. In my mind, efforts are being led by City Project or should be led by City

Project. Who's leading these efforts to determine if these communities or neighborhoods are still on focus or are still on target with the things that were talked about in the plan or have things changed subsequently to that? So I think if you go to the website, look at the Core City Plan, the Summary in particular. It really outlines very specifically what people wanted it 2007. So, again, the City Project is here. They meet. They talk about all facets, or should be all facets of what's contained in the plan. I'm sure they'd be more than willing to help you come to some consensus and some idea of what was being discussed and where those neighborhood groups are at this point.

Amanda Hines: What about the employees that can't afford smart phones, or the internet? You know, honestly, I had stuff stolen off my front porch in 27272 two days ago. That's never happened at my business at 27260. I have six trucks parked in my business off Kivett and never had anything stolen in 27260. This shocks me. So, I'm curious how we make that connection. I live both lives. I see some disconnect here. People come to my door asking for extra work. How do I make that connection and tell them, this is a reality. The best thing we can give them now is a job. We have 30 employees and I would love to give them a job, but I have exhausted over \$150,000 in personal resources in one year trying to keep the stability in my company.

Council Member Mendenhall: Many of us have neighborhood meetings in our wards where we ask and invite and encourage folks who live within those areas to come in so that we can talk with them about what the city issues are, about what the Council is doing, to hear their complaints. They have our number so they can call us. I get calls all the time.

Council Member Smothers: I'll tell you what you can do too, you can talk to people in that 27272 zip code area and let them know what's going on in the other areas. Get more involved.

[end of transcript for public hearing on budget]

CLOSED SESSION- ECONOMIC DEVELOPMENT

Council Member Mendenhall moved to go into Closed Session at 10:53 a.m. pursuant to N.C. General Statute 143-318.11(a)(4) to discuss an economic development project. Council Member Smothers made a second to the motion, which carried unanimously.

Upon reconvening into open session at 11:05 a.m., Mayor Sims announced that Council instructed staff to move forward with a potential economic development project and supported scheduling the public hearing for same.

UPDATE ON PUBLIC RECORDS REQUEST (Megan Ward- HPE)

City Attorney JoAnne Carlyle provided an update on Megan Ward's public records request submitted on May 9th regarding the City Project/Core City emails. She strongly encouraged Council to get forward any emails they may have to the city clerk so the request can be fulfilled. She mentioned failure to release the information requested could result in punishment by law, which would be at the city's expense. She explained staff would work with the IT Department in extracting the emails containing the information and for the time period as requested.

Ms. Carlyle pointed out Ms. Ward has requested receipt of the information by Tuesday, June 10th.

ADJOURNMENT

There being no further business to come before Council, the meeting adjourned at 11:20 a.m. upon motion by Council Member Mendenhall and second by Council Member Wagner.

Respectfully Submitted,

Bernita Sims, Mayor

Attest:

Lisa B. Vierling, MMC
City Clerk



June 16, 2014

MEMORANDUM

TO: Strib Boynton
City Manager

FROM: Eric Olmedo
Budget & Performance Manager

SUBJECT: Market Authority budget

Attached is a copy of the proposed Market Authority budget for FY 2014-2015. The Market Authority is requesting Council approval of this budget at its June 16, 2014 meeting.

I will be available if you have any questions.

cc: Randy McCaslin
Allen Oliver
Jeff Moore

Attachments: Market Authority budget

FY 2014-15 BUDGET SUMMARY

Income	2013-14 Budget	2013-14 Revised Forecast	2013-14 Mid-Yr Forecast	2014-15 Budget
Show Room License	\$ 1,535,000.00	\$ 1,616,000.00	\$ 1,560,000.00	\$ 1,560,000.00
Occupancy Tax (Guilford)	\$ 275,000.00	\$ 303,000.00	\$ 275,000.00	\$ 275,000.00
HPCVB	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00
City of High Point	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00
Guilford County	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00
NCDOT	\$ 980,000.00	\$ 1,200,000.00	\$ 1,200,000.00	\$ 1,200,000.00
NCDOC	\$ 655,472.00	\$ 655,472.00	\$ 655,472.00	\$ 655,472.00
Sponsorships	\$ 230,000.00	\$ 230,000.00	\$ 385,000.00	\$ 385,000.00
Interest	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00
Miscellaneous	\$ -	\$ -	\$ 13,000.00	\$ 5,000.00
Pre-Market	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
Total Revenue	\$ 4,922,472.00	\$ 5,251,472.00	\$ 5,335,472.00	\$ 5,327,472.00
Expense	2013-14 Budget	2013-14 Revised Forecast	2013-14 Mid-Yr Forecast	2014-15 Budget
Executive Leadership & Admin	\$ 591,600.00	\$ 625,600.00	\$ 604,932.87	\$ 604,638.00
Transportation	\$ 1,414,500.00	\$ 1,460,500.00	\$ 1,440,500.00	\$ 1,446,538.00
Parking	\$ 137,000.00	\$ 144,000.00	\$ 144,000.00	\$ 138,000.00
Centralized Registration	\$ 325,600.00	\$ 330,600.00	\$ 326,700.00	\$ 374,200.00
Marketing	\$ 1,770,500.00	\$ 1,885,500.00	\$ 1,954,000.00	\$ 1,988,900.00
Guest Services	\$ 583,400.00	\$ 639,400.00	\$ 639,400.00	\$ 652,538.00
Contingency	\$ 10,000.00	\$ 10,000.00	\$ -	\$ -
Depreciation	\$ 55,300.00	\$ 55,300.00	\$ 55,300.00	\$ 55,300.00
UBI Tax				
Total Expense	\$ 4,887,900.00	\$ 5,150,900.00	\$ 5,164,832.87	\$ 5,260,114.00

FY 2014-15 BUDGET

Revenue	2013-14 Budget	2013-14 Revised Forecast	2013-14 Mid-Yr Forecast	2014-15 Budget
High Point Area				
Show Room License	\$ 1,535,000.00	\$ 1,616,000.00	\$ 1,560,000.00	\$ 1,560,000.00
Occupancy Tax (Guilford)	\$ 275,000.00	\$ 303,000.00	\$ 275,000.00	\$ 275,000.00
HPCVB	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00
City of High Point	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00
Guilford County	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00	\$ 75,000.00
Other Communities	\$ -	\$ -		
Total	\$ 3,035,000.00	\$ 3,144,000.00	\$ 3,060,000.00	\$ 3,060,000.00
State of North Carolina				
NCDOT	\$ 980,000.00	\$ 1,200,000.00	\$ 1,200,000.00	\$ 1,200,000.00
NCDOC	\$ 655,472.00	\$ 655,472.00	\$ 655,472.00	\$ 655,472.00
Additional	\$ -	\$ -		
Total	\$ 1,635,472.00	\$ 1,855,472.00	\$ 1,855,472.00	\$ 1,855,472.00
Other				
Sponsorships	\$ 230,000.00	\$ 230,000.00	\$ 385,000.00	\$ 385,000.00
Interest	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00
Miscellaneous	\$ -	\$ -	\$ 13,000.00	\$ 5,000.00
Pre-Market	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
Total	\$ 252,000.00	\$ 252,000.00	\$ 420,000.00	\$ 412,000.00
Total Revenue	\$ 4,922,472.00	\$ 5,251,472.00	\$ 5,335,472.00	\$ 5,327,472.00

FY 2014-15 BUDGET

Expense	2013-14 Budget	2013-14 Revised Budget	2013-14 Mid-Yr Forecast	2014-15 Budget
Executive Leadership & Admin				
Salaries & Benefits	\$ 295,000.00	\$ 295,000.00	\$ 295,000.00	\$ 295,000.00
Board of Directors	\$ 6,800.00	\$ 6,800.00	\$ 5,000.00	\$ 6,800.00
Accounting & Payroll Fees	\$ 36,000.00	\$ 36,000.00	\$ 36,000.00	\$ 40,000.00
Audit	\$ 16,000.00	\$ 16,000.00	\$ 21,932.87	\$ 22,000.00
Travel & Entertainment	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
Telephone (Mobile & VoIP)	\$ 24,000.00	\$ 24,000.00	\$ 24,000.00	\$ 26,000.00
Government Relations	\$ 55,000.00	\$ 55,000.00	\$ 55,000.00	\$ 55,000.00
IT Services	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 20,000.00
Equipment Purchase	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 15,000.00
P&C, Liability Insurance	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00
Equipment Maintenance & Repair	\$ 2,000.00	\$ 2,000.00	\$ 4,000.00	\$ 3,000.00
Memberships & Subscriptions	\$ 11,000.00	\$ 11,000.00	\$ 15,000.00	\$ 15,000.00
Office Supplies & Printing	\$ 7,000.00	\$ 7,000.00	\$ 9,000.00	\$ 8,000.00
Postage	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,500.00
Rent	\$ 23,000.00	\$ 32,000.00	\$ 14,200.00	\$ 12,538.00
Bank Service Charges	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
City & County Taxes	\$ 1,300.00	\$ 1,300.00	\$ 1,300.00	\$ 1,300.00
Misc Expenses	\$ 5,000.00	\$ 30,000.00	\$ 20,000.00	\$ 10,000.00
Economic Impact Study	\$ 50,000.00	\$ 50,000.00	\$ 45,000.00	\$ 40,000.00
Total	\$ 591,600.00	\$ 625,600.00	\$ 604,932.87	\$ 604,638.00
Transportation				
Contractor Management/ Personnel	\$ 230,000.00	\$ 230,000.00	\$ 225,000.00	\$ 230,000.00
Vehicle Operations	\$ 960,000.00	\$ 960,000.00	\$ 960,000.00	\$ 960,000.00
Supplies	\$ 1,000.00	\$ 6,000.00	\$ 4,000.00	\$ 4,000.00
Tents	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
Rent	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00	\$ 12,538.00
MA Salaries and Benefits	\$ 156,000.00	\$ 156,000.00	\$ 156,000.00	\$ 156,000.00
Part-time Event Staff	\$ 34,000.00	\$ 40,000.00	\$ 34,000.00	\$ 40,000.00
Signage/Street Improvements	\$ 15,000.00	\$ 45,000.00	\$ 45,000.00	\$ 30,000.00
Trainings/Meetings	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 2,000.00
Contingency	\$ 1,000.00	\$ 6,000.00	\$ -	\$ 1,000.00
Transportation Command Center	\$ 2,500.00	\$ 2,500.00	\$ 1,000.00	\$ 6,000.00
Total	\$ 1,414,500.00	\$ 1,460,500.00	\$ 1,440,500.00	\$ 1,446,538.00

BK: R 7607
PG: 629-632

RECORDED
06-20-2014

10:40:01 AM
BY: LARRY CONRAD, JR.
ASSISTANT-HP



2014029828

GUILFORD COUNTY, NC

JEFF L. THIGPEN
REGISTER OF DEEDS

NC FEE \$26.00

Return to: Joanne Carlyle, City Attorney
City of High Point
P.O. Box 230
High Point, NC 27261
Resolution No. 1392 / 14-32

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HIGH POINT, IN A REGULAR MEETING ASSEMBLED ON THE 16th DAY OF JUNE, 2014 AT 6:15 P.M. IN THE COUNCIL CHAMBERS OF THE MUNICIPAL BUILDING, HIGH POINT, NORTH CAROLINA:

4 *per*
WHEREAS, The Technical Review Committee has petitioned the City Council of the City of High Point to permanently abandon (close) a partially improved alley lying along the south side of W. English Road, between N. Lindsay Street and Oakwood Street known as English Court.

Street Abandonment Case 14-04 (English Court)

Abandonment of all of a partially improved alley lying along the south side of W. English Road, between N. Lindsay Street and Oakwood Street. This right-of-way, is known as English Court (formerly identified as East Street), was recorded in 1912 on a map entitled "Oakwood Court – Property of R.A. Wheeler - High Point, NC" (Plat Book 3 – Page 157 Guilford County Register of Deeds).

The area is more specifically described as follows: All of that portion of the English Court right-of-way (formally known and East Street) lying northeast of Guilford County Tax Parcels 0187939, 0187940, 0187941 and 018792 (northeast of lots 22, 19, 17, 15, 11 & 9 as recorded in Plat Book 3 – Page 157) and southwest of Guilford County Tax Parcels 0187944 and 0187955.

WHEREAS, the petition has been duly filed with this Council in a Regular meeting assembled on the 19th day of May, 2014, at 5:30 p.m. setting the 16th day of June, 2014 at 6:15 p.m., in the Council Chambers of the Municipal Building, as the time and place for a public hearing before said Council on

said petition, and public notice of said time and place was ordered given, all pursuant to North Carolina G.S. 160A-299; and

WHEREAS, due and proper notice of said hearing to be heard on the petition at this meeting of City Council was made by publication in the High Point Enterprise for four (4) consecutive weeks, beginning May 20 & 23, 2014 and June 6 & 13, 2014; and,

WHEREAS, the above entitled matter, pursuant to said resolution and notice was called for hearing before said Council at which time there was no objection or opposition offered on the part of any firm or corporation to abandon (closure) of all of the all the remaining portion of English Court, as shown on a map entitled "Oakwood Court – Property of R.A. Wheeler - High Point, NC" as recorded in plat book 3, page 157, in the Office of the Register of Deeds for Guilford County, North Carolina.

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

NOW THEREFORE BE IT RESOLVED:

1. That all of the remaining portion of English Court, a partially improved right-of-way lying along the south side of W. English Road, between N. Lindsay Street and Oakwood Street, as shown on a map entitled "Oakwood Court – Property of R.A. Wheeler - High Point, NC" as recorded in plat book 3, page 157, in the Office of the Register of Deeds for Guilford County, North Carolina be closed pursuant to North Carolina G.S. 160A-299; and
2. That the City of High Point shall retain an electrical utility easement, which also includes City fiber optic lines, cable TV lines and NorthState Communication lines, over the full length and width of this alley; and
3. That a copy of this resolution be filed in the Office of the Register of Deeds for Guilford County, North Carolina.

By order of the City Council,
this the 16th day of June, 2014
Lisa B. Vierling, City Clerk

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

Certification

I, Lisa B. Vierling, City Clerk of the City of High Point, North Carolina, do hereby certify that the foregoing is a true and accurate Resolution adopted by the City Council in official Session on June 16, 2014 and upon approval by City Council will be recorded in Book 89 of the Official Minute Books and Resolution Book XVIII of this City, under my care, custody and control. As of this date, action to adopt said Resolution has not been amended, rescinded or repealed and is in full force and effect.

WITNESS my hand and the Corporate Seal of the City of High Point, the 17th day of June, 2014.





Lisa B. Vierling, City Clerk

ACKNOWLEDGEMENT

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

WITNESS my hand and official Notarial Seal, this 17th day of June, 2014.

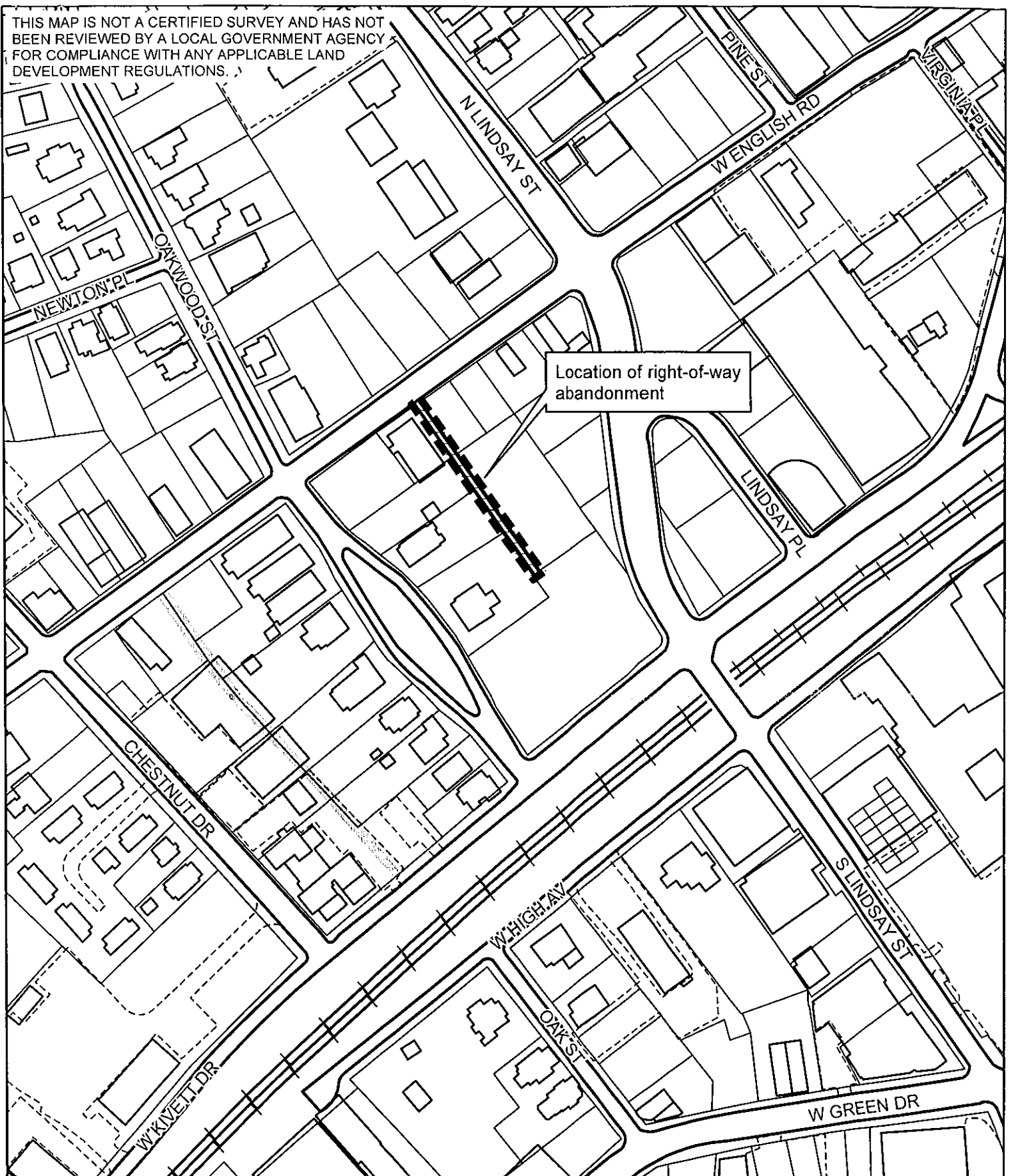
CYNTHIA C. DUNCAN-SMITH
NOTARY PUBLIC
GUILFORD COUNTY, NC



Cynthia C. Duncan-Smith, Notary Public

Commission Expires: 1/18/2015

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.



STREET ABANDONMENT REQUEST SA14-04

Applicant: City of High Point

Area: 0.14 acres



Location of requested street abandonment



Previously abandoned right-of-ways

Department of Planning
and Development

City of High Point

Date: May 9, 2014



Scale: 1"=200'

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2014\pzsa14-04.mxd

PLANNING AND ZONING COMMISSION RECOMMENDATION

On May 27, 2014, a public hearing was held before the Planning and Zoning Commission regarding the request described below. All members of the Commission were present except for Mr. Ozzie Hough and Mr. John McKenzie.

Guilford County Schools

Special Use Permit Case 14-01

A request by Guilford County Schools to permit high mast lighting fixtures greater than 50 feet in height within a Residential Single Family-7 (RS-7) District. The property is located along the east side of McGuinn Drive, approximately 2,000 feet north of E. Lexington Avenue (*1920 McGuinn Drive - Andrews High School tennis courts*).

Mr. Herbert Shannon presented Special Use Permit Case 14-01 and recommended approval as outlined in the staff report.

Speaking on behalf of the request was Mr. Jerry Young, 1920 McGuinn Avenue, tennis coach for Andrews High School. Mr. Young provided an overview of the proposal, he stated that the proposed lighting would be lower than the existing high mast lights on the baseball field, which is directly next to the tennis courts, and there should be no impact on adjacent property owners.

No one spoke in opposition to the request.

The Planning & Zoning Commission recommended approval of Special Use Permit Case 14-01 by a vote of 6-0.

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

**STAFF REPORT
SPECIAL USE PERMIT 14-01**

**June 6, 2014
(revised)**

Request	
Applicant: Guilford County Board of Education	Owner: Guilford County Board of Education
Proposal:	A Special Use Permit to permit high mast lighting fixtures greater than 50 feet in height within a Residential Single Family-7 (RS-7) District. Proposed lighting to be installed around the Andrews High School tennis courts.

Site Information	
Location:	Lying along the east side of McGuinn Drive, approximately 2,000 feet north of E. Lexington Avenue (<i>1920 McGuinn Drive</i>).
Tax Parcel Numbers:	Guilford County Tax Parcel 0196943, 0182730 and 0205052
Site Acreage:	The total school campus, consisting of Andrew High School and Wellborn Middle School, is approximately 53 acres. The tennis courts are located at the northeastern boundary of the site and occupy approximately 1.5 acres.
Current Land Use:	High School
Physical Characteristics:	This northeastern portion of the school campus is developed with various athletic fields and has a relatively flat to gradually sloping terrain. A perennial stream runs in a west to east direction north of the tennis court, this stream merges into another perennial stream east of the tennis courts. Land area directly north of the tennis courts is heavily wooded and within a 100-year flood plain.
Water & Sewer Proximity:	Not applicable to the request.
General Drainage and Watershed:	The site drains in an easterly direction and development is subject to the City Lake General Watershed area requirements. Engineered stormwater treatment measures are required for multi-family development with a total impervious surface area greater than 24% of the site, and for single family developments with a gross density of 2 units per acre or more.
Overlay Districts	City Lake General Watershed Area (GWA)

Adjacent Property Zoning and Current Land Use			
North:	RS-9	Residential Single Family-9 District	Single family dwellings
South:	RS-7	Residential Single Family-7 District	Andrews High Schools baseball field
East:	RS-9	Residential Single Family-9 District	Single family dwellings
West:	RM-5	Residential Multifamily-5 District	Stormwater control device for the school

Relevant Land Use Policies and Related Zoning History	
Community Growth Vision Statement:	Not applicable to the request
Land Use Plan Map Classification:	The site has an Institutional land use designation. This classification is intended to accommodate public, quasi-public and institutional uses on large tracts.
Land Use Plan Goals, Objectives & Policies:	The following goal of the Land Use Plan is relevant to this request: Goal #2: Encourage development that enhances and preserves established neighborhoods.
Relevant Area Plan:	Not applicable to the request
Community Growth Vision Statement:	Not applicable to the request
Zoning History:	There have been no recent zoning activities in this area.

Transportation Information
Not applicable to this Special Use Permit application; the request will not impact traffic on adjacent roadways

School District Comment
Not applicable to this Special Use Permit application; the request will not impact attendance/capacity of area schools

Details of Proposal

The applicant is requesting a special use permit to allow high mast light poles around the Andrews High School tennis courts. The Development Ordinance permits such lighting in a residential zoning district at a height of 50 feet or less. Special use permit approval is required when such lighting exceeds this height criteria.

The tennis courts have been at this location for approximately 45 years. Six (6) high mast light poles are proposed to be installed with a height of 60 feet, and the fixtures mounting height varies from 54 to 60 feet. Three high mast lights are proposed to be placed along the northern edge of the tennis courts and three along the southern edge. The lighting will be directed onto the tennis courts.

Findings

A special use is an additional use to those permitted by right in a zoning district. Such a use requires analysis for its potential impact on the proposed site and its impact on surrounding properties. The purpose of the Special Use Permit process is to allow the Planning and Zoning Commission and City Council an opportunity to perform this analysis.

Section 9-3-14 of the Development Ordinance requires that certain findings be made before a Special Use Permit may be approved. Based on the applicant's submittal and proposed conditions, as they existed on the date of this report, the Planning and Development Department offers the following comments relative to these required findings.

That the use will not materially endanger the public health or safety if located where proposed; staff finds

Compliance	The location of the proposed lighting is not near any roadways or other public facilities where lighting would negatively impact the public safety.
-------------------	---

That the use meets all required standards, conditions and specifications of the Development Ordinance, and any additional restrictions imposed pursuant to Section 9-3-14(d) *Greater Restrictions*; staff finds

Compliance	The Development Ordinance requires high mast lighting over 50 feet in height to have an additional one (1) foot of setback from all property lines for every two (2) feet over the maximum height. For the proposed 60-foot tall light poles an additional 5 feet of setback is required. Based on the RS-7 District setback requirements (5 feet for side and 20 feet for rear), a minimum 10-foot side yard setback is required to the north and west of the tennis courts and a minimum 25-foot rear yard setback will be required to the east of the tennis court. The nearest property lines in this area are approximately 35 feet from the tennis courts, thus placement of the lighting, as depicted on the applicant's site plan, will be in conformance with the requirements of the Development Ordinance.
-------------------	---

That the use will not substantially injure the value of adjoining or abutting property, or that it is a public necessity; staff finds

Compliance	The applicant has included with their application an Illumination Summary Plan prepared by their lighting engineer. This plan depicts the following impact from the proposed high mast lighting: • Tennis court lighting intensity – 35 to 116 foot candle. • Edge of tennis courts – 10 to 59 foot candles. • At residential property line (north of tennis court) – 0.8 to 10 foot candles. • At residential property line (east of tennis court) – 0.3 to 0.9 foot candles. • At nearest single family structure (north of tennis court) - 0.4 foot candles. • At nearest single family structure (east of tennis court) - 0.1 foot candles. This illumination plan depicts a worst-case scenario assuming no vegetation in the surrounding area. However, directly north of the tennis courts is a 50 to 70 foot wide wooded area, and to the east is the city's greenway and another wooded area which together is 70 to 90 feet wide. Most of the wooded area immediately adjacent to the tennis courts is on the school's property. Since the lighting plan did not take into account these wooded areas, the impact to adjacent residential properties is anticipated to be less than what has been depicted on the illumination plan.
-------------------	--

That the location and character of the use shall be in harmony with the area in which it is located and in general conformity with the plan of development of the city and its environs; staff finds

Compliance	This portion of the school campus is already established as an outdoor recreational area. Directly south of the tennis courts are a baseball field, which
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	is already lit, and a track & field facility. Based on information noted in the previous finding as to lighting intensity and buffer area, staff finds that the request will be in harmony with the surrounding area.
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Recommendation

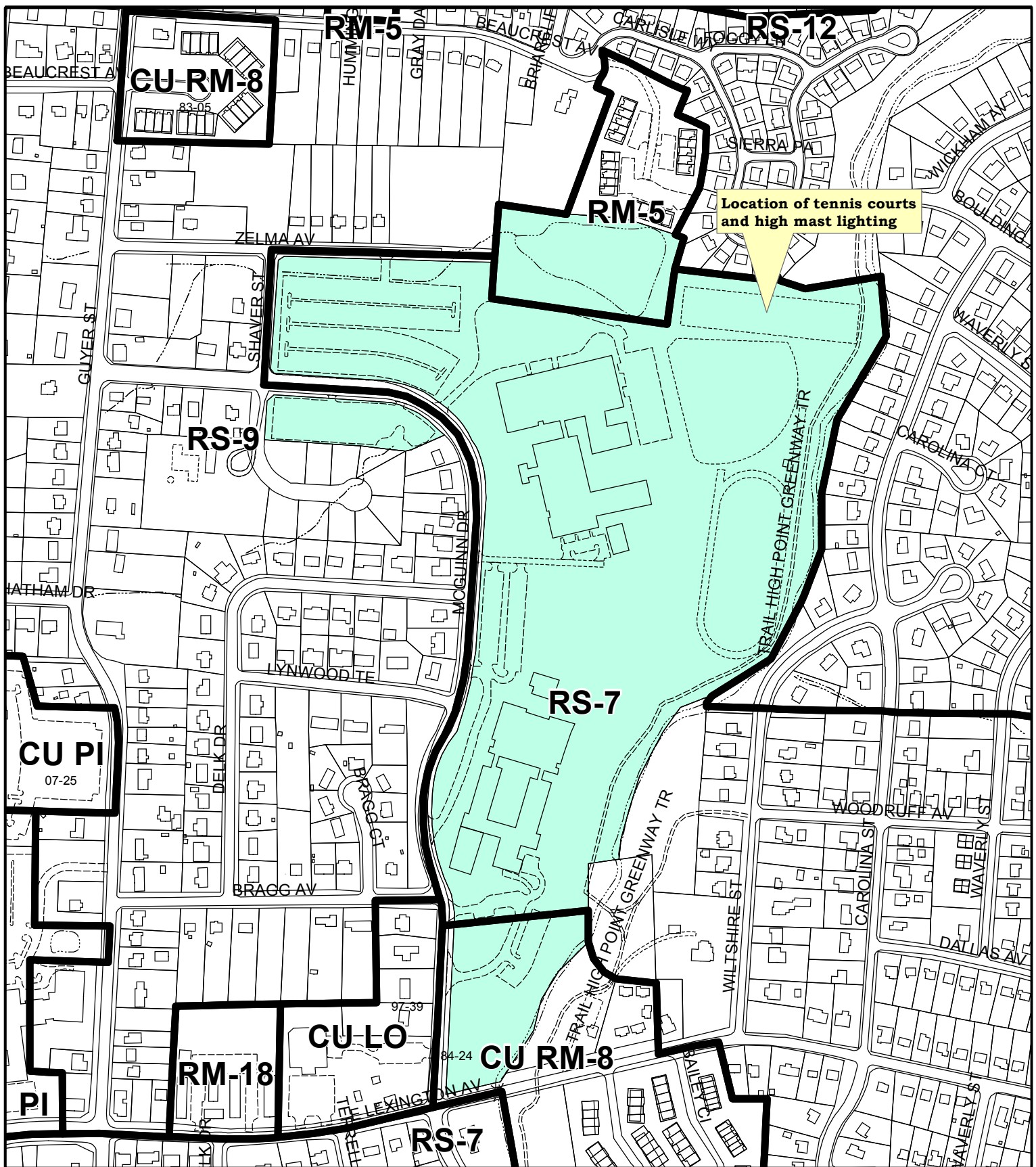
Staff recommends approval

A 10 foot wide area for installation and maintenance of the high mast light poles is required around the perimeter of the tennis courts. The permit should include a condition requiring the land area beyond this maintenance area, to the north and east of the tennis courts, to remain as an undisturbed area. Subject to inclusion of this condition and based upon the preliminary findings of facts, staff finds that the request is consistent with the surrounding zoning and development in this area, and in compliance with the goals and objectives of the Land Use Plan

With the inclusion of a condition to clarify the buffer distance, the Planning and Development Department recommends approval of the request to permit high mast lighting fixtures, greater than 50 feet in height around the Andrews High School tennis courts.

Report Preparation

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



SPECIAL USE PERMIT 14-01

Request: To allow high mast lighting over 50' in height.

Existing Zoning Boundary
Subject Property Boundary



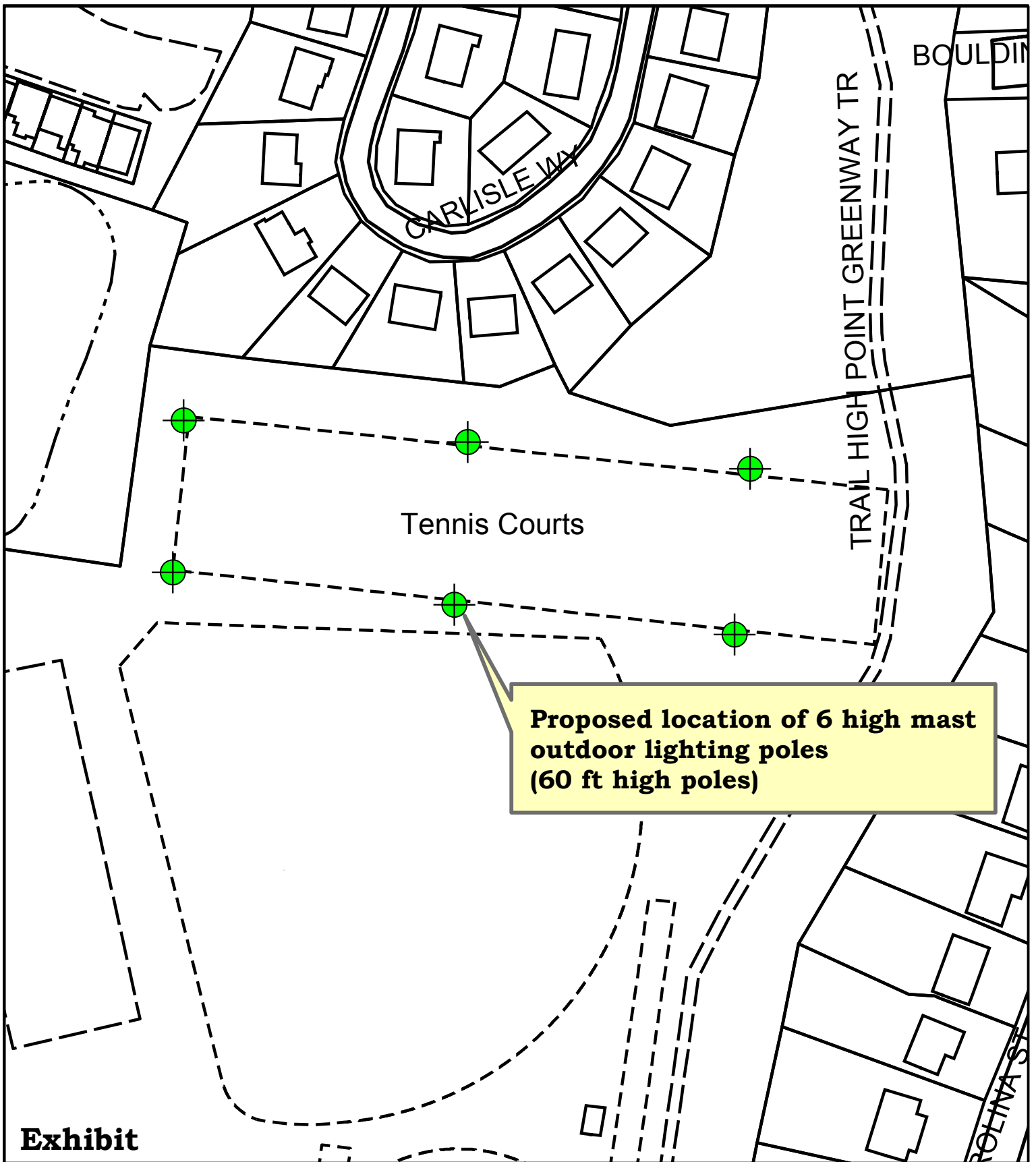
Planning & Development
Department

City of High Point

Date: May 29, 2014



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Exhibit

SPECIAL USE PERMIT 14-01

Request: To allow high mass outdoor lighting over 50' in height.

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

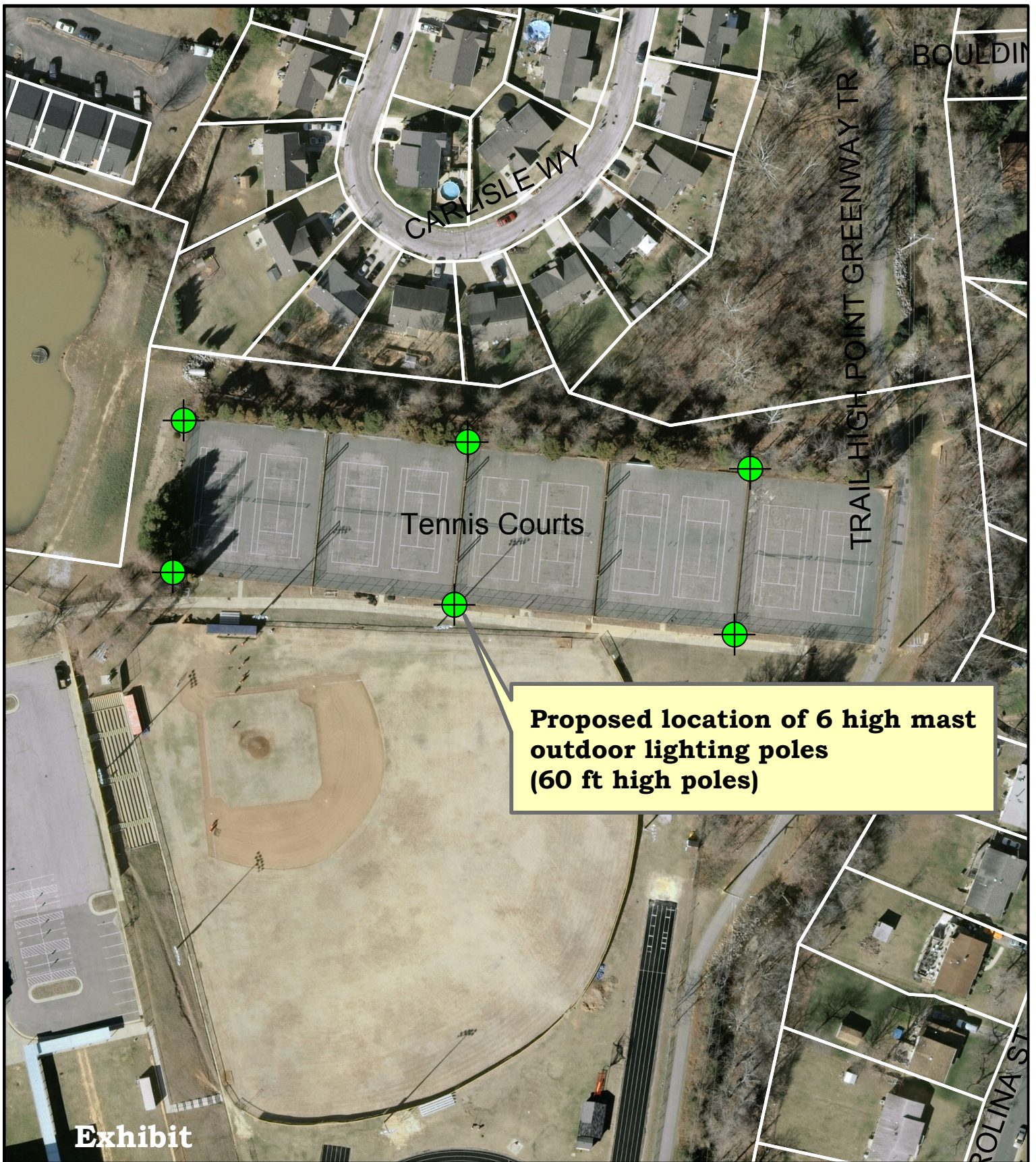
**Planning & Development
Department**

City of High Point

Date: May 29, 2014



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SPECIAL USE PERMIT 14-01

Request: To allow high mass outdoor lighting over 50' in height.

Existing Zoning Boundary _____
Subject Property Boundary - - - - -

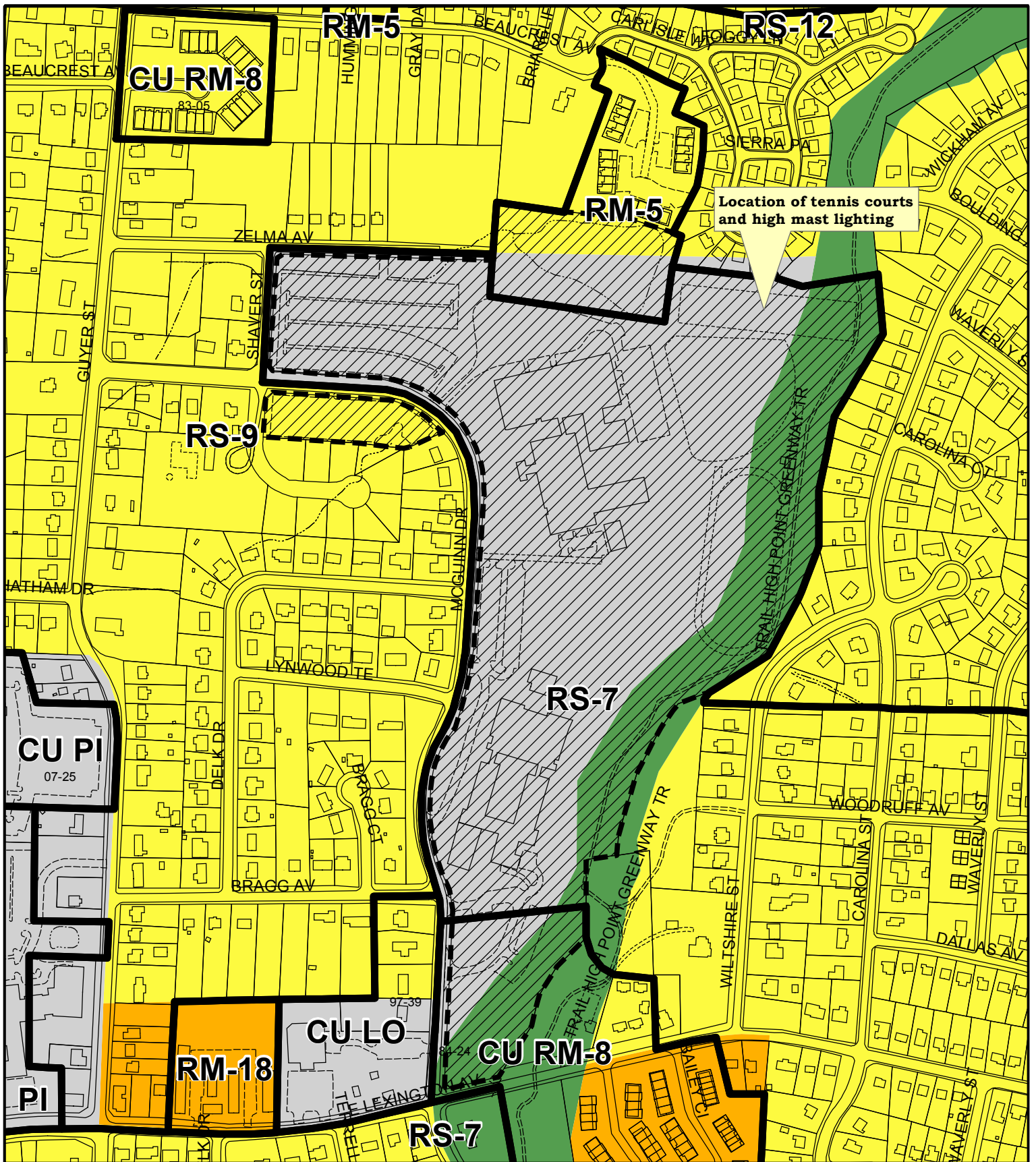
**Planning & Development
 Department**

City of High Point

Date: May 29, 2014



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SPECIAL USE PERMIT 14-01

Land Use Plan

- | | |
|---|---|
| Low-Density Residential | Institutional |
| Moderate-Density Residential | Recreation/Open Space |

Planning & Development
Department

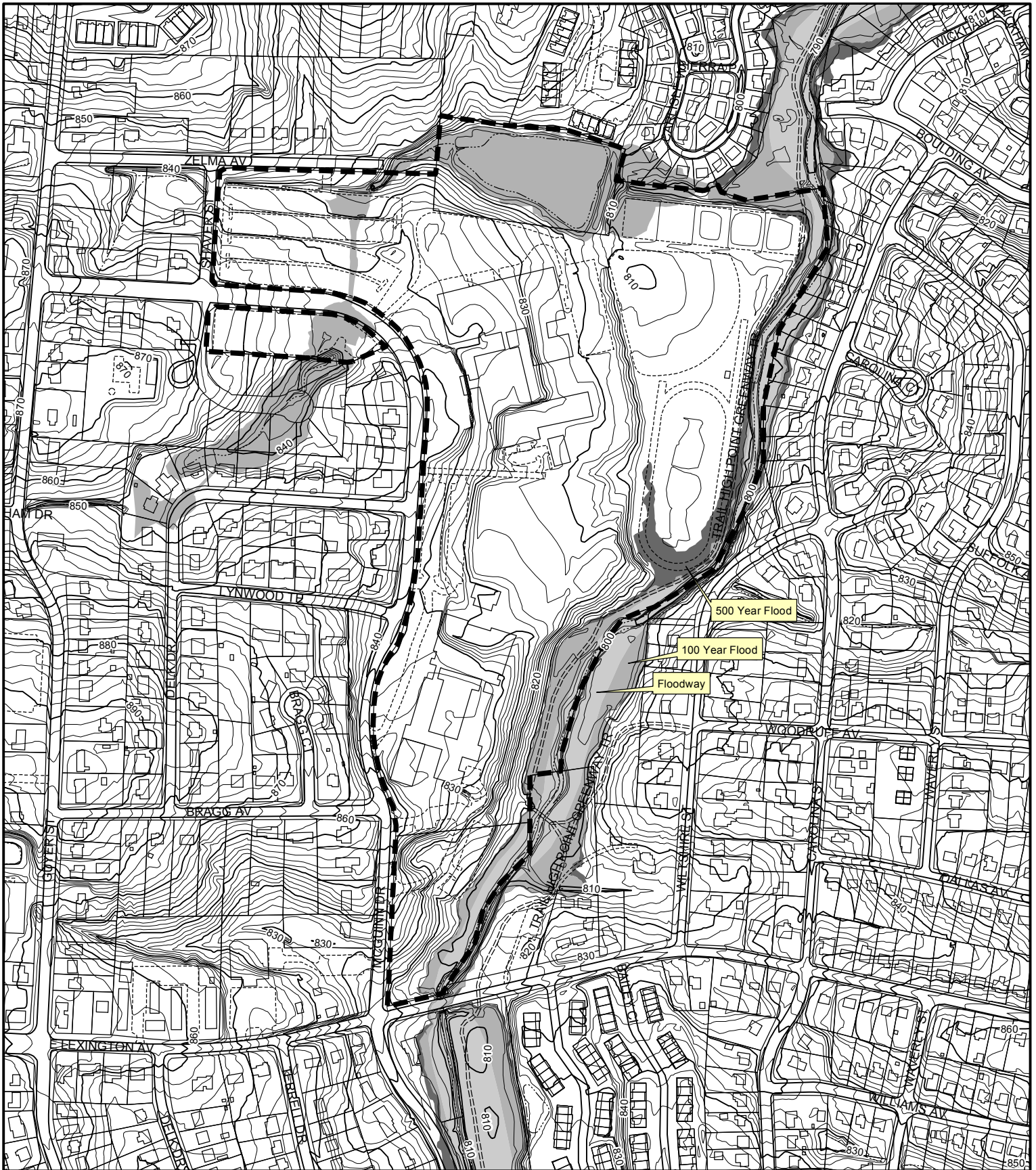
City of High Point

Date: May 29, 2014



Scale: 1"=400'

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SPECIAL USE PERMIT 14-01

Topography

Subject Property Boundary - - - - -

**Planning & Development
Department**

City of High Point

Date: May 29, 2014



Scale: 1"=400'

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SPECIAL USE PERMIT 14-01



SPECIAL USE PERMIT 14-01
CITY OF HIGH POINT, NORTH CAROLINA
May 27, 2014.
(Submitted)

THE CITY OF HIGH POINT CITY COUNCIL, PURSUANT TO SECTION 9-3-14, SPECIAL USE PERMITS, OF THE CITY OF HIGH POINT DEVELOPMENT ORDINANCE, APPROVED A SPECIAL USE PERMIT AND SITE PLAN FOR THE FOLLOWING USE, SUBJECT TO THE FOLLOWING CONDITION(S):

USE:

Six (6) high mast lighting fixtures, greater than 50 feet in height, within a Residential Single Family-7 (RS-7) District

CONDITIONS:

1. High mas lighting shall not exceed 60 feet in height and generally installed as depicted on the attached site plan (See exhibit #1).
2. To minimize the impact of lighting on adjacent residential property owners, a majority of the adjacent wooded areas north and east of the tennis courts shall be maintained as an undisturbed buffer area. The area north of the tennis courts, except for a 10-foot wide maintenance area immediately adjacent to the courts, shall remain as undisturbed. The area east of the greenway trail shall also remain as undisturbed. The property owner shall be permitted to remove unhealthy vegetation and vegetation that may pose a danger to occupants of the site. The property owner shall also be permitted to prune existing vegetation within the undisturbed area in order to maintain the health of the existing vegetation.

DESCRIPTION OF PROPERTY:

The property is located along the east side of McGuinn Drive, approximately 2,000 feet north of E. Lexington Avenue and also known as Guilford County tax parcel 0196943 (*1920 McGuinn Drive - Andrews High School tennis courts*).

This Special Use Permit and approved site plan are perpetually binding upon the above-described property, unless subsequently amended as provided in the Development Ordinance or until a use otherwise permitted in the zoning district is established. This Special Use Permit shall become void after eighteen (18) months from the date of City Council approval unless the Special Use authorized has begun and/or a footing inspection has been approved. If the Special Use authorized is discontinued for a period exceeding eighteen (18) months or replaced by a use otherwise permitted in the zoning district, then the Special Use shall be deemed abandoned and this Special Use Permit shall be null and void and of no effect. If for any reason any condition imposed this Special Use Permit is found to be illegal or invalid, then this Special Use Permit shall be null and void and of no effect.

The issuance of this Special Use Permit authorizes the filing of an application for a building permit, site plan, subdivision or other development approval as required by the Development Ordinance.

Special Use Permit 14-01 and the accompanying site plan were approved by the City Council of High Point, North Carolina on the ____th day of _____, 2014.

Lisa B. Vierling
City Clerk

Date



MY PROJECT

Name: Andrews High School Tennis
Location: High Point, NC

EQUIPMENT LAYOUT

INCLUDES:

- Tennis 1-2
- Tennis 3-4
- Tennis 5-6
- Tennis 7-8
- Tennis 9-10

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume +/- 3% nominal voltage at line side of the ballast and structures located within 3 feet (1m) of design locations.

EQUIPMENT LIST FOR AREAS SHOWN

QTY	LOCATION	Pole		Luminaires		
		SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LAMP TYPE	QTY / POLE
2	T1, T6	60'	-	60'	1500W MZ	5
2	T2, T5	60'	-2'	58'	1500W MZ	10
2	T3-T4	60'	-	60'	1500W MZ	10
6	TOTALS					50

SINGLE LUMINAIRE AMPERAGE DRAW CHART

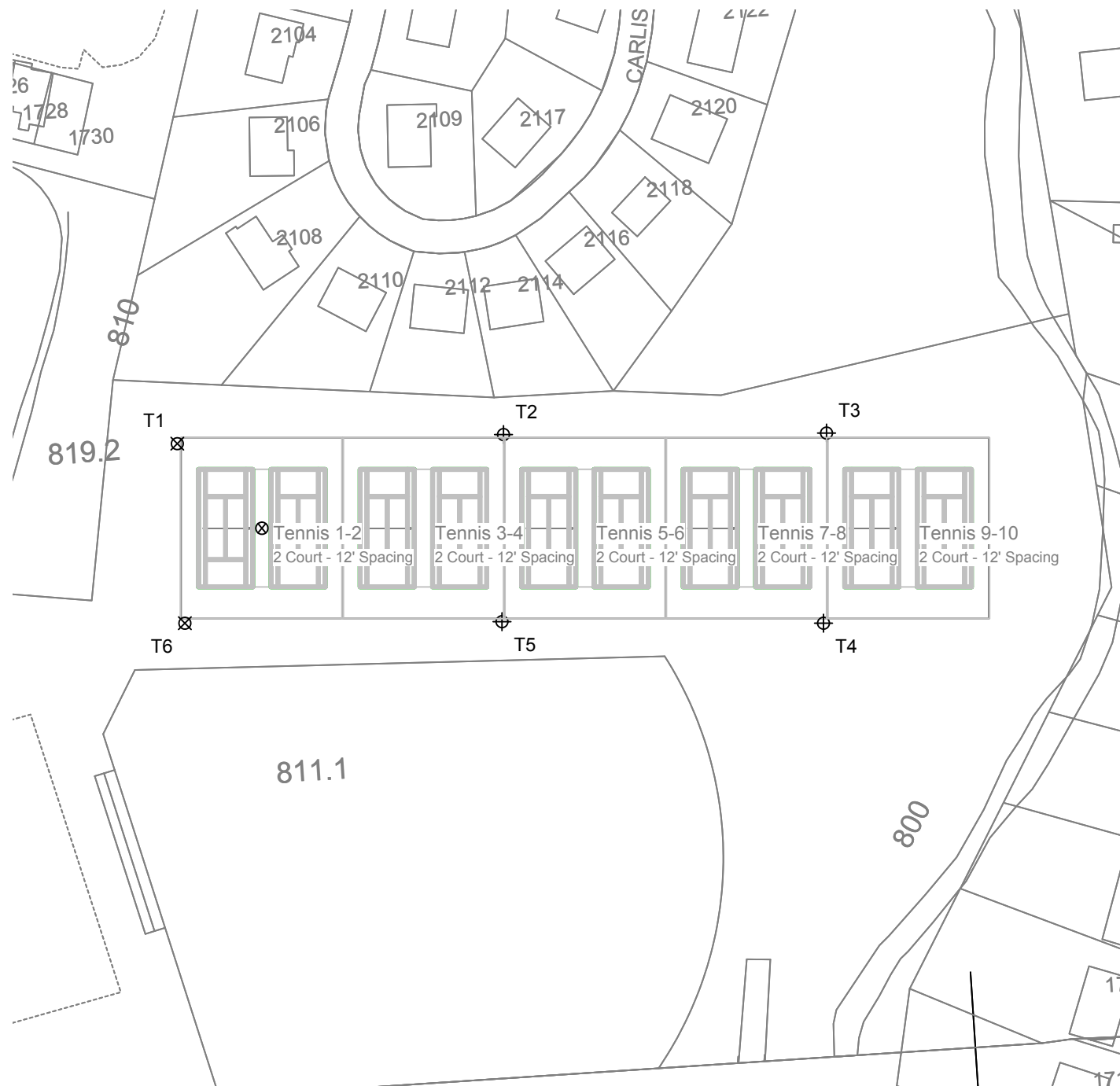
Ballast Specifications (.90 min power factor)	Line Amperage Per Luminaire (max draw)						
Single Phase Voltage	208 (60)	220 (60)	240 (60)	277 (60)	347 (60)	380 (60)	480 (60)
1500 watt MZ	8.6	8.3	7.5	6.5	5.1	4.7	3.7

ENGINEERED DESIGN

By: Brad Vonk
File # / Date: 163253C

06-Feb-14

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SCALE IN FEET 1 : 100



Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗

EQUIPMENT LIST FOR AREAS SHOWN

Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LAMP TYPE	QTY / POLE	THIS GRID	OTHER GRIDS
2	T1, T6	60'	-	60'	1500W MZ	5	5	0
2	T2, T5	60'	-2'	58'	1500W MZ	10	10	0
2	T3-T4	60'	-6'	54'	1500W MZ	10	10	0
6	TOTALS					50	50	0



MY PROJECT

Name: Andrews High School Tennis
Location: High Point, NC

GRID SUMMARY

Name: Spill Grid
Spacing: 30.0' x 30.0'
Height: 3.0' above grade

CONSTANT ILLUMINATION

SUMMARY	HORIZONTAL FOOTCANDLES
	Entire Grid
Scan Average:	7.43
Maximum:	117
Minimum:	0
Avg / Min:	2519.47
Max / Min:	39527.22
UG (adjacent pts):	9.51
CV:	2.84
No. of Points:	792
LUMINAIRE INFORMATION	
Luminaire Type:	Green Generation
Rated Lamp Life:	5,000 hours
Avg Lumens / Lamp:	134,000
Avg Lamp Tilt Factor:	1.000
No. of Luminaires:	50
Avg KW:	78.2 (85.0 max)

Guaranteed Performance: The CONSTANT ILLUMINATION described above is guaranteed for the rated life of the lamp.

Field Measurements: Illumination measured in accordance with IESNA LM-5-04 and CIBSE LG4. Individual values may vary. See the Warranty document for details.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume +/- 3% nominal voltage at line side of the ballast and structures located within 3 feet (1m) of design locations.

ENGINEERED DESIGN

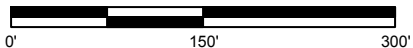
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06-Feb-14

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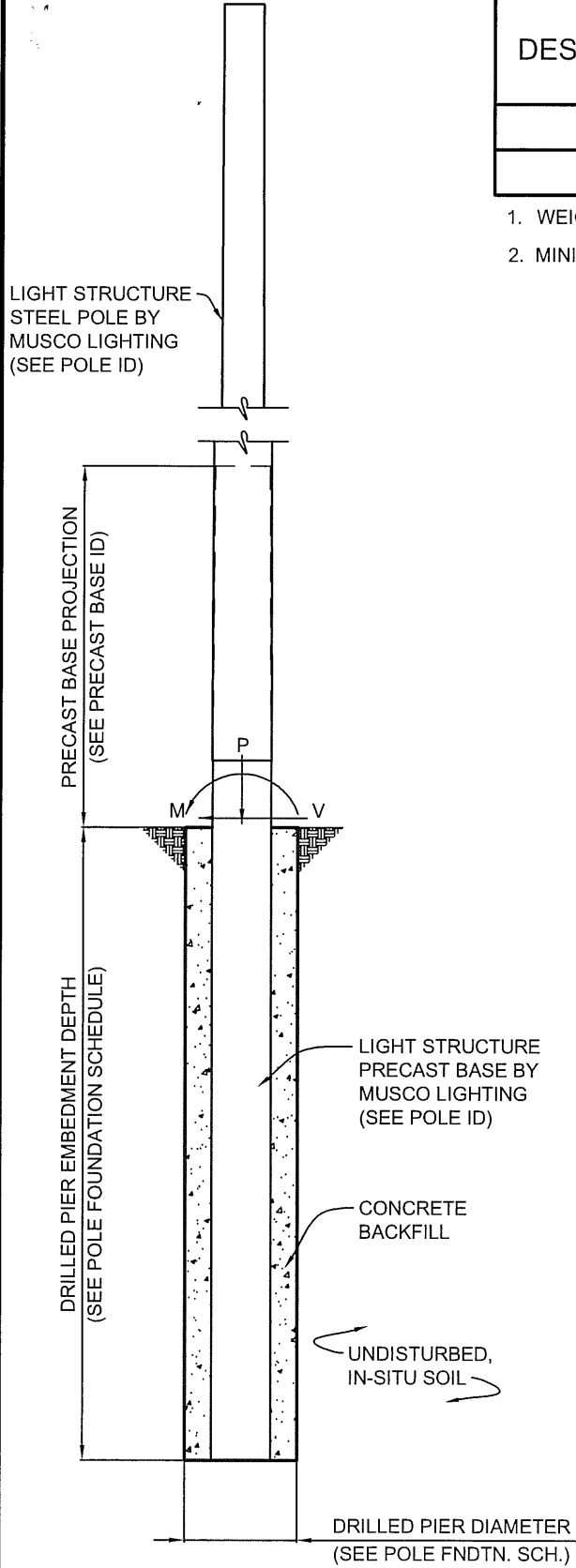


SCALE IN FEET 1 : 150



Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗

ILLUMINATION SUMMARY



POLE FOUNDATION ELEV.
SCALE: NOT TO SCALE

POLE FOUNDATION SCHEDULE						
POLE DESIGNATION	FORCES			DRILLED PIER		
	MOMENT (M) FT-LBS	SHEAR (V) LBS	VERTICAL (P) LBS (1.)	DIAMETER INCHES	EMBEDMENT DEPTH	CONCRETE BACKFILL YD ³ (2.)
T1, T6	36,535	921	1,269	30	10'-0"	1.6
T2 - T5	52,816	1,220	1,931	30	12'-0"	1.8

1. WEIGHT OF POLE, FIXTURES AND ACCESSORIES.
2. MINIMUM CONCRETE BACKFILL VOLUME, SITE CONDITIONS MAY REQUIRE ADDITIONAL BACKFILL.

PRECAST BASE IDENTIFICATION					
PRECAST BASE TYPE	PRECAST BASE WEIGHT	PRECAST BASE LENGTH	PROJECTION ABOVE GRADE	STANDARD EMBEDMENT	OUTSIDE DIAMETER
2B	1,690 LBS	17'-3"	7'-3"	10'-0"	12.00"
3B	2,470 LBS	20'-0"	8'-0"	12'-0"	13.38"

POLE IDENTIFICATION				
POLE DESIGNATION	POLE TYPE	PRECAST BASE TYPE	FIXTURE CONFIGURATION (FIX. PER XARM)	FIXTURE AND ACCESSORIES EPA (FT ²)
T1, T6	LSS60A	2B	5 (3+2)	9.5
T2 - T5	LSS60B	3B	10 (3+3+2+2)	19.0

DESIGN NOTES

DESIGN PARAMETERS:
WIND: 90 MPH (EXP. C, I = 1.0) PER IBC CODE, 2009 EDITION (ASCE 7-05).
DESIGN WIND PARAMETERS ARE NOTED. ACTUAL WIND SPEED AND EXPOSURE MUST BE VERIFIED FOR THE SITE BY THE PROPER GOVERNING OFFICIAL.

GEOTECHNICAL PARAMETERS:
ALLOWABLE END BEARING SOIL PRESSURE: 1,500 PSF OR SKIN FRICTION: 250 PSF
ALLOWABLE LATERAL SOIL BEARING PRESSURE: 200 PSF/FT
IN ACCORDANCE WITH THE 2009 EDITION OF THE INTERNATIONAL BUILDING CODE, CHAPTER 18. SEE TABLE 1806.2, SOIL MATERIAL CLASS 5 & SECTION 1806.3.4.

DESIGN SOIL PARAMETERS ARE AS NOTED. ACTUAL ALLOWABLE SOIL PARAMETERS MUST BE VERIFIED ON SITE.

A GEOTECHNICAL ENGINEER OR REPRESENTATIVE OF IS RECOMMENDED (NOT REQUIRED) TO BE AVAILABLE AT THE TIME OF THE FOUNDATION INSTALLATION TO VERIFY THE SOIL DESIGN PARAMETERS AND TO PROVIDE ASSISTANCE IF ANY PROBLEMS ARISE IN FOUNDATION INSTALLATION.

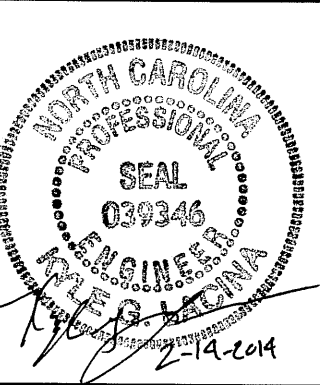
ENCOUNTERING SOIL FORMATIONS THAT WILL REQUIRE SPECIAL DESIGN CONSIDERATIONS OR EXCAVATION PROCEDURES MAY OCCUR. POLE FOUNDATIONS WILL NEED TO BE ANALYZED ACCORDING TO THE SOIL CONDITIONS THAT EXIST. IF ANY DISCREPANCIES OR INCONSISTENCIES ARISE, NOTIFY THE ENGINEER OF SUCH DISCREPANCIES. FOUNDATIONS WILL THEN BE REVISED ACCORDINGLY. REVISIONS WILL BE ANALYZED PER RECOMMENDATIONS DIRECTED BY A REGISTERED ENGINEER.

ALL EXCAVATIONS MUST BE FREE OF LOOSE SOIL AND DEBRIS PRIOR TO FOUNDATION INSTALLATION AND CONCRETE BACKFILL PLACEMENT. TEMPORARY CASINGS OR DRILLERS SLURRY MAY BE USED TO STABILIZE THE EXCAVATION DURING INSTALLATION. CASINGS MUST BE REMOVED DURING CONCRETE BACKFILL PLACEMENT. CONCRETE BACKFILL MUST BE PLACED WITH A TREMIE WHEN SLURRY OR WATER IS PRESENT WITHIN THE EXCAVATION OR WHEN THE FREE DROP EXCEEDS 6'-0".

CONTRACTOR MUST BE FAMILIAR WITH THE COMPLETE SOIL INVESTIGATION REPORT AND BORINGS, AND CONTACT THE GEOTECHNICAL FIRM (IF NECESSARY) TO UNDERSTAND THE SOIL CONDITIONS AND THE POSSIBILITY OF GROUND WATER PUMPING AND EXCAVATION STABILIZATION OR BRACING DURING PRECAST BASE INSTALLATION AND PLACEMENT OF CONCRETE BACKFILL.

CONCRETE:
CONCRETE SHALL BE AIR-ENTRAINED AND HAVE A MINIMUM COMPRESSIVE DESIGN STRENGTH AT 28 DAYS OF 3,000 PSI. 3,000 PSI CONCRETE SPECIFIED FOR EARLY POLE ERECTION, ACTUAL REQUIRED MINIMUM ALLOWABLE CONCRETE STRENGTH IS 1,000 PSI. ALL PIERS AND CONCRETE BACKFILL MUST BEAR ON AND AGAINST FIRM UNDISTURBED SOIL.

GENERAL NOTES:
FIXTURES MUST BE LOCATED TO MAINTAIN 10'-0" MINIMUM HORIZONTAL CLEARANCE FROM ANY OBSTRUCTION. ENGINEER MUST BE NOTIFIED IF FOUNDATIONS ARE NEAR ANY RETAINING WALLS OR WITHIN / NEAR ANY SLOPES STEEPER THAN 3H : 1V. POLES, FIXTURES, PRECAST BASES, ELECTRICAL ITEMS AND INSTALLATION PER MUSCO LIGHTING.



I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF NORTH CAROLINA.

KYLE G. LACINA - NO. 39346
LICENSE RENEWAL DATE: DECEMBER 31, 2013

IOWA SE, PC - NO. C-2836

DRAWING NO. COVERED BY THIS SEAL: C1

ANDREWS
HS TE
COURT LIGHTING
HIGH POINT, NC



IOWA SE, PC
114 NICHOLAS DRIVE
MARSHALLTOWN, IOWA 50158
PHONE NUMBER: 641-752-6334
EMAIL: MSL.INFO@SEPC.BIZ

DRAWING TITLE:
POLE AND FOUNDATION
SCALE: SEE PLAN
NOTES:
SCAN #163259C

PROJECT NUMBER
163253

DATE
14 FEBRUARY 2014

DRAWING NUMBER
C1

OF ONE



June 16, 2014

MEMORANDUM

TO: Strib Boynton
City Manager

FROM: Eric Olmedo
Budget & Performance Manager

SUBJECT: Convention and Visitors Bureau contract

Attached is a copy of the proposed Convention and Visitors Bureau budget for FY 2014-2015. The CVB is requesting Council approval of this budget at its June 16, 2014 meeting.

I will be available if you have any questions.

cc: Randy McCaslin
Allen Oliver
Jeff Moore

Attachments: CVB budget

DRAFT HPCVB FY 14-15 BUDGET

<u>No.</u>	<u>ITEM</u>	<u>FY 13-14 Budget at 4% increase over projected year- end</u>	<u>FY 14-15 Budget at 5% increase over projected year-end</u>
<u>INCOME</u>			
<u>OCCUPANCY TAX COLLECTION</u>			
4101.0	Transient Occupancy Tax	1,404,182	1,534,500
<u>OTHER INCOME</u>			
4102.0	Interest Income	2,000	1,500
4105.0	Reserve EBI Carry Over	76,000	97,736
4106.0	Sponsorship Revenue earmarked for Visitor Center Marketing	0	75,000
4106.1	Sponsorship Revenue Earmarked for Reserves	0	75,000
4107.0	Regional Preferred Member Revenue for Marketing	0	10,000
4108.0	Arts & Tourism Grants Carry Over	0	9,510
TOTAL BUDGET		1,482,182	1,803,246
<u>GRANT PROGRAM (15% of occupancy tax)</u>			
	Arts & Tourism Grants	210,627	230,175
INCOME (-15% grants)=Oper. Budget		1,271,555	1,573,071
<u>EXPENSES</u>			
<u>ADMINISTRATIVE EXPENSES</u>			
5201.0	Salaries (7 full-time staff positions)	408,600	377,267
5202.0	Retirement	20,430	22,000
5203.0	Life/Hosp/Dent. Ins.	63,813	64,900
5204.0	Soc. Security	31,258	28,860
5205.0	Unemployment Ins.	1,300	1,300
ADMINISTRATIVE EXPENSES TOTAL		525,401	494,327
<u>OPERATING EXPENSES</u>			
5301.0	Memberships/Subscriptions	5,115	5,405
5302.0	Travel/Entertainment	15,000	19,000
5303.0	General & Administrative Operations	53,375	104,000
5304.0	Postage/General	1,000	5,000
5306.0	Telephone	6,950	10,700
5307.0	Rent/Utilities	63,529	75,820
5308.0	Comm/Board Expenses	10,350	14,534
5309.0	Equipment	13,500	16,020
OPERATING EXPENSES TOTAL		170,739	250,479

<u>No.</u>	<u>ITEM</u>	<u>FY 13-14</u> <u>Budget at 4%</u> <u>increase over</u> <u>projected year-</u> <u>end</u>	<u>FY 14-15</u> <u>Budget at 5%</u> <u>increase over</u> <u>projected year-end</u>
CONVENTION PROMOTION EXPENSES			
5401.0	Convention Advertising	31,000	28,000
5402.0	Convention Services	314,700	324,000
5402.1	Convention Services	13,700	7,000
5402.5	Event Booking Incentives (includes \$97,736 roll over)	150,000	150,000
Convention Promotion Expenses Continued...			
5402.7	HP Market Authority	150,000	150,000
5402.8	Preferred Member Program	0	12,000
5402.9	Special Services	1,000	5,000
5403.0	Entertainment	800	2,000
5404.0	Literature/Printing	25,500	17,000
5405.0	Memberships - Convention	6,205	6,205
5406.0	Postage - Convention	2,000	1,500
5407.0	Conv. - Special Promotional Projects	35,500	67,000
5408.0	Subscription/Publications	250	250
5409.0	Travel - Convention	29,000	29,000
5410.0	Trade Shows - Convention	12,000	8,700
5412.0	Audiovisuals	1,000	1,500
5413.0	Intern(s)	0	7,200
CONVENTION PROMOTIONS EXPENSES TOTAL		457,955	492,355
TOURISM PROMOTION EXPENSES			
5501.0	Advertising	26,500	51,000
5502.0	Audiovisuals	1,000	1,500
5503.0	Tourism - Literature/Printing	32,500	24,000
5504.0	Memberships/Subscriptions - Tourism	400	600
5505.0	Postage - Tourism	1,700	2,500
5506.0	Special Projects	16,500	19,500
5507.0	Travel/Entertainment	1,700	2,000
5508.0	Travel Shows	0	6,000
5509.0	Visitor Information Center	6,360	30,300
5512.0	Web	10,000	18,000
5513.0	Visitor Center Marketing	10,000	96,000
TOURISM PROMOTION EXPENSES TOTAL		107,460	251,400
TOTAL EXPENSES BEFORE GRANT EXPENSES		1,261,555	1,488,561
GRANT EXPENSES			
5800.0	Arts & Tourism Grants Program	210,627	230,175
5800.2	Arts & Tourism Grants Program Carry Over	0	9,510

No.	ITEM	FY 13-14 Budget at 4% increase over projected year- end	FY 14-15 Budget at 5% increase over projected year-end
TOTAL GRANT EXPENSES		210,627	239,685
TOTAL EXPENSES		1,472,182	1,728,246
Total Marketing Expense		776,042	983,440
Subtotal of Income over Expenses		10,000	75,000
Sponsorship Expenses Earmarked for Reserves		10,000	75,000
Excess of Income over Expenses		0	0

PROPOSED BUDGET FOR FY 14-15 EXPLANATION

The Transient Occupancy Tax Collection for FY 14-15 is proposed to be \$1,534,500, which is an increase of 5% over receipts for FY 13-14.

The tax receipts for FY 13-14 are an estimated to end at around \$1,461,446, which will be a 7% increase of receipts from FY 12-13.

The **Budget Allocations** are distributed as follows:

	<u>HPCVB</u>	<u>DMAI *</u>
Administrative (Personnel) Expenses	28 %	39 %
Operating Expenses	15 %	13 %
Marketing Expense (Convention, Tourism & Grants)	57 %	48 %

* *(Based on Destinations Marketing Associations International [DMAI] formerly International Association of Convention & Visitor Bureaus. [IACVB])*

The **Administrative Expense** – the current staff of seven will receive a 5% COLA increase. Everyone is eligible for the retirement plan. One staff person moves into another age bracket for insurance.

The Operations Expense

- We upgraded our phone equipment since the move to the Chamber building. Last update was in 2002
- We added another small copier lease as we are phasing out our personal printers to move towards networking to the 2 copy machines. This will be a cost savings in the long run.
- Rent will increase in terms of our lease agreement with the Chamber
- General and Operating Expenses has increase due to more public outreach, community engagement, partnership opportunities. We have budgeted for a new server and wireless network as this equipment is aging and we have had issues with it
- We now have catered lunches on site for Board Meetings which is an added expense

The Marketing Expense

Convention Promotions –

#5401 Convention Advertising will focus on ad placements in print and digital in Connect, Convention South, Smart Meetings, IHFC Resource Guide, Market Dining Guide, Association News & Sports Travel, Sports Destination Management, and Sports Events Magazine.

#5402 Convention Services will focus on group services, incentive gifts, and the Preferred Member Program for area restaurants and industry partners

#5402.5 Event Booking Incentive (EBI) line item is budgeted at \$150,000. It should also benefit from any roll over EBI from FY 13-14 which will be factored in at the end of the year.

#5402.7 High Point Market Event Support line item is budgeted at \$150,000.

#5407 Convention Special Projects line item is budget at \$67,000 that will include Updates to the Web-marketing program, direct sales e-marketing program, Client FAM tour scheduled for September, and PR marketing campaign

#5410 Convention Tradeshow line item is budgeted for \$8,700 that includes Connect Tradeshow (Small Meetings, Association, and Sports Market), NC Sports Association (Sports), National Association of Sports Commissions (Sports), TEAMS (Sports) and other opportunities as they arise.

Tourism Promotions

#5501 Tourism Advertising – we will invest more advertising with the NC Travel Guide as well as an enhanced listing on Visit NC, Carolina Field Trips, Our State, Yes Weekly, Black Theatre Festival, Central Carolina Furnishings Shopping Guide, Time Warner Cable (outside viewing area) and more placements in Southern Living.

#5503 Tourism – Literature/Printing – we will print more African American Heritage Guide, Visitor Guides, Map Pads, Postcard Mailing to past visitors

#5506 Tourism Special Projects – we will conduct a VIP Tour in conjunction with a customer service seminar, annual meeting, awards ceremony for Industry Partners, Call Center Fam, Open House for Visitor Center, and special web-marketing initiatives like Google Ads, Message on Hold Advertising, and social media pay to play opportunities during heavy event months.

Explanation of FY 14-15 Proposed Budget

#5508 Travel Shows – We are joining NC Motor Coach Association and plan to attend Travel South to capture more group tours and motor coach opportunities.

#5509 Visitor Information Center – We plan to bring back our Visitor Information Specialist for Weekend outreach after Visitor Center opens

#5800 Arts & Tourism Grants line item is 15% of budget where program starts May 1st. We also had \$9,510 that we rolled over to FY 14-15 as we brought in additional occupancy tax and need to expend 15% of that amount. This will make the grants line item \$239,685

- **#5513 Visitor Center Marketing** line item includes marketing to motorcoach, billboard campaign. We will be adding parking service in partnership with the Chamber to monitor limited parking availability and act as an outside greeter to direct patrons to the right entrances for CVB, Chamber, GTCC, Coble, Score, Etc.

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 May 27, 2014 and before the City Council of the City of High Point on June 16, 2014 regarding **Zoning Case 14-05** a proposed amendment to the Official Zoning Map of the “City of High Point Development Ordinance”;

WHEREAS, notice of the public hearings was published in the High Point Enterprise on May 18, 2014, for the Planning and Zoning Commission public hearing and on June 4, 2014 and June 11, 2014, 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 **June 16, 2014**.

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: **A Conditional Zoning Light Industrial (CZ-LI) District**. The property is approximately 11.5 acres and lying at the southeast corner of Business 85 and Riverdale Drive (4201 Furniture Avenue). The property is also known as Guilford County Tax Parcel 0209376.

SECTION 2

That the property herein described shall be perpetually bound by the following use(s) authorized and condition(s) imposed, unless subsequently changed or amended as provided for by the Development Ordinance.

Part I. **USES:**

A. **Permitted Uses:** Only the following land uses allowed in the Light Industrial (LI) District and their customary accessory uses shall be permitted, subject to the development and dimensional requirements of the LI District and the specific conditions listed in this ordinance.

1. **Agricultural Uses:**

- a) Agricultural Production (crops)
- b) Animal Services (other)
- c) Forestry
- d) Horticultural Specialties

2. Residential Uses:
 - a) Shelters for the Homeless
 - b) Shelters, Temporary
3. Accessory Uses and Structures:
 - a) Accessory Uses and Structures (customary)
 - b) Bulky Item Outdoor Display
 - c) Caretaker Dwellings
 - d) Communication Towers (exceeding height limits of zoning district)
 - e) Communication Towers (not exceeding height limits of zoning district)
 - f) Disabled Motor Vehicles
 - g) Satellite Dishes/TV and Radio Antennae (Accessory)
 - h) Swimming Pools
4. Recreational Uses:
 - a) Athletic Fields
 - b) Bowling Centers
 - c) Car Tracks (Raceways), Indoor Miniature
 - d) Country Clubs with Golf Courses
 - e) Golf Courses
 - f) Physical Fitness Centers
 - g) Public Parks
 - h) Public Recreation Facilities
 - i) Shooting Ranges, Indoor
 - j) Skating Rinks
5. Educational and Institutional Uses:
 - a) Ambulance Services
 - b) Auditoriums, Coliseums, Theaters or Stadiums (capacity<, 100 people)
 - c) Auditoriums, Coliseums, Theaters or Stadiums (capacity>, 100 people)
 - d) Cemeteries/Mausoleums
 - e) Churches
 - f) Day Care Centers, Adult or Child (29 or less)]
 - g) Day Care Centers, Adult or Child (30 or more)
 - h) Elementary or Secondary Schools
 - i) Fire Stations
 - j) Government Offices
 - k) Police Stations, Neighborhood
 - l) Post Offices
 - m) School Administration Facilities
6. Business, Professional and Personal Services Uses:
 - a) Accounting, Auditing, or Bookkeeping
 - b) Administrative or Management Services
 - c) Advertising Agencies or Representatives
 - d) Advertising Services, Outdoor
 - e) Automobile Parking (commercial)

- f) Banks, Savings & Loans, or Credit Unions
 - g) Barber Shops
 - h) Beauty Shops
 - i) Building Maintenance Services
 - j) Computer Maintenance and Repairs
 - k) Computer Rental & Leasing
 - l) Computer Services
 - m) Economic, Socio., or Educational Research
 - n) Employment Agencies, Personnel Agencies
 - o) Engineering, Architect, or Survey Services
 - p) Finance or Loan Offices
 - q) Funeral Homes or Crematoriums
 - r) Hotels or Motels
 - s) Insurance Agencies (no on-site claims insp.)
 - t) Insurance Agencies (carriers/on-site claims)
 - u) Kennels or Pet Grooming Services
 - v) Laundry or Dry Cleaning Substations
 - w) Law Offices
 - x) Medical, Dental or Related Offices
 - y) Medical or Dental Laboratories
 - z) Medical Equipment Rental and Leasing
 - aa) Motion Picture Productions
 - bb) Noncommercial Research Organizations
 - cc) Office Uses Not Otherwise Classified
 - dd) Photocopying and Duplicating Services
 - ee) Photofinishing Laboratories
 - ff) Photography, Commercial
 - gg) Real Estate Offices
 - hh) Refrigerator or Large Appliance Repairs
 - ii) Rehabilitation or Counseling Services
 - jj) Research, Development or Testing Services
 - kk) Stock, Security or Commodity Brokers
 - ll) Television, Radio, or Electronic Repairs
 - mm) Travel Agencies
 - nn) Veterinary Services (Other)
 - oo) Vocational, Business or Secretarial Schools
 - pp) Wireless Communication Business
7. Retail Trade Uses:
- a) Antique Stores and Used Merchandise Stores
 - b) Bars
 - c) Bars (capacity > 100 persons)
 - d) Boat Sales
 - e) Bulky Item Outdoor Display
 - f) Caterers
 - g) Computer Sales

- h) Convenience Stores (without gasoline pumps)
 - i) Dinner Theaters
 - j) Fabric or Piece Goods Stores
 - k) Flea Markets (indoor) and Antique Malls (indoor)
 - l) Floor Covering, Drapery or Upholstery
 - m) Garden Centers or Retail Nurseries
 - n) Home Furnishings, Miscellaneous
 - o) Office Machine Sales
 - p) Paint and Wallpaper Sales
 - q) Restaurants (no drive-thru)
 - r) Restaurants(serving mixed alcoholic bev)
 - s) Tire Sales
8. Whole Trade Uses:
- a) Books, Periodicals and Newspapers
 - b) Drugs and Sundries
 - c) Durable Goods, Other
 - d) Electrical Goods
 - e) Furniture and Home Furnishings
 - f) Groceries and Related Products
 - g) Hardware
 - h) Jewelry, Watches, Precious Stones & Metals
 - i) Paper and Paper Products
 - j) Professional & Comm. Equipment & Supplies
 - k) Sporting & Recreational Goods & Supplies
 - l) Tobacco and Tobacco Products
 - m) Toys and Hobby Goods and Supplies
 - n) Wallpaper and Paint Brushes
9. Whole Trade Uses:
- a) Communication or Broadcasting Facilities
 - b) Communication Towers (exceeding height limits of zoning district)
 - c) Communication Towers (not exceeding height limits of zoning district)
 - d) Courier Service Substations
 - e) Utility Company Offices
 - f) Utility Lines and Related Appurtenances:
 - i. Utility Lines Distribution Poles, Transmission Poles & Towers
 - ii. Utility Lines, Other
 - g) Utility Service Facilities
 - h) Warehouses (general storage/enclosed) and Distribution Centers
 - i) Warehouses (self-storage)
10. Manufacturing and Industrial Uses:
- a) Contractors (no outside storage)
 - b) Printing and Publishing

11. Other Uses:

- a) Automotive Parking (subj. to Sec. 9-5-6)
- b) Bulky Item Outdoor Sales D
- c) Temporary Construction, Storage or Offices; Real Estate Sales or Rental Offices (with concurrent building permit for permanent building)
- d) Storage Containers, Portable (accessory use)
- e) Temporary Events, including but not limited to: (Refer to Section 9-3-3(f))
 - i. Arts and Crafts Shows
 - ii. Carnivals and Fairs
 - iii. Christmas Tree Sales
 - iv. Concerts, Stage Shows
 - v. Conventions, Trade Shows
 - vi. Outdoor Religious Events

B. Elementary or Secondary Schools uses and Day Care Centers (child/adult) uses:

Use of the existing building for an Elementary or Secondary Schools use or Day Care Center (child/adult) use shall be divided into two phases as depicted on Exhibit 1. At the time permits are issued to occupy Phase II, the owner shall make all required traffic improvements noted in Condition Part II.C.3.b of this ordinance.

Part II. CONDITIONS:

A. Development and Dimensional Requirements.

- 1. Signage: A Common Signage Plan for the subject property shall be submitted for the review and approval of the Director of Planning and Development, with right of appeal to the City Council. The signage plan shall be subject to the requirements of the Development Ordinance and the following additional requirements:
 - a) Signage shall be in accordance with the governing general use zoning district, as established in Section II; Part I (Uses) of this ordinance, except as otherwise provided or restricted herein.
 - b) Permitted illumination of signage oriented to Business 85/29-70 shall be limited to cut-out letter and external lighting.

B. Landscaping, Buffers and Screening: Landscaping shall be provided in accordance with Section 9-5-11 of the Development Ordinance, and the following additional requirements:

- 1. A landscaping plan shall be reviewed and approved prior to the approval of any site plan, or the issuance of any building permit, or certificate of occupancy. Any amendment to this plan shall be required to be approved by the City of High Point Planning Department.
- 2. A minimum forty (40) foot street yard shall be provided along the frontage of Business 85/29-70 in accordance with the planting requirements of the

Eastchester Scenic Corridor, as applied to properties between Penny Road and Gallimore Dairy Road. Existing trees shall be retained to meet the planting requirement within the frontage planting yard along Business 85/29-70.

C. Transportation Conditions.

1. No vehicular access shall be permitted to Business 85/US29-70.
2. The North Carolina Department of Transportation (NCDOT) and the City of High Point Transportation Director shall approve all improvements and construction thereof.
3. Elementary or Secondary Schools uses and Day Care Centers (child/adult) uses:
 - a. Phase I (See Exhibit 1):
 - 1) Access: The point of access on Riverdale Road shall be coned off during AM and Dismissal Peaks.
 - 2) Onsite Queuing: The property owner shall provide a minimum of 1,400 linear feet of stacking/queuing on the site. The AM and Dismissal Peaks will not be allowed to extend onto Furniture Avenue.
 - 3) Improvements: The property owner shall stripe in a left turn lane on Furniture Avenue, with a minimum of 125 feet of storage and appropriate taper.
 - b. Phase II (See Exhibit 1):
 - 1) Access: The point of access on Riverdale Road shall be coned off during school AM and Dismissal Peaks.
 - 2) Onsite Queuing: The property owner shall provide a minimum of 2,400 linear feet of stacking/queuing on the site for school use. The AM and Dismissal Peaks will not be allowed to extend onto Furniture Avenue.
 - 3) Business 85/US 29-70 @ Riverdale Drive: The property owner shall install a northbound right turn lane on Business 85/US 29-70 with a minimum of 125 feet of storage and appropriate taper, and extend the southbound left turn lane to a total of 300 feet of storage and appropriate taper. The traffic signal shall be modified to optimize signal timing to accommodate the new volumes.
4. Transportation Improvements for other permitted uses

Prior to the issuance of permit(s) for the use of the Phase II portion of the existing building for a use other than a school or day care center, the property owner may update the Traffic Impact Analysis (TIA) and submit to the Transportation Department to determine if the transportation improvements listed in Condition Part II. C.3.b are warranted. If the Transportation Director determines that improvements are not warranted, based on the updated TIA for the new use, then the improvements noted in

Condition Part II. C.3.b for the non-school or day care center use shall not be required.

SECTION 3

That plans for any development on the property described herein shall be pursued in accordance with this conditional zoning district and shall be submitted to the City of High Point and other approval authorities for review in the same manner as other such plans now required to be approved by the City of High Point.

SECTION 4

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 5

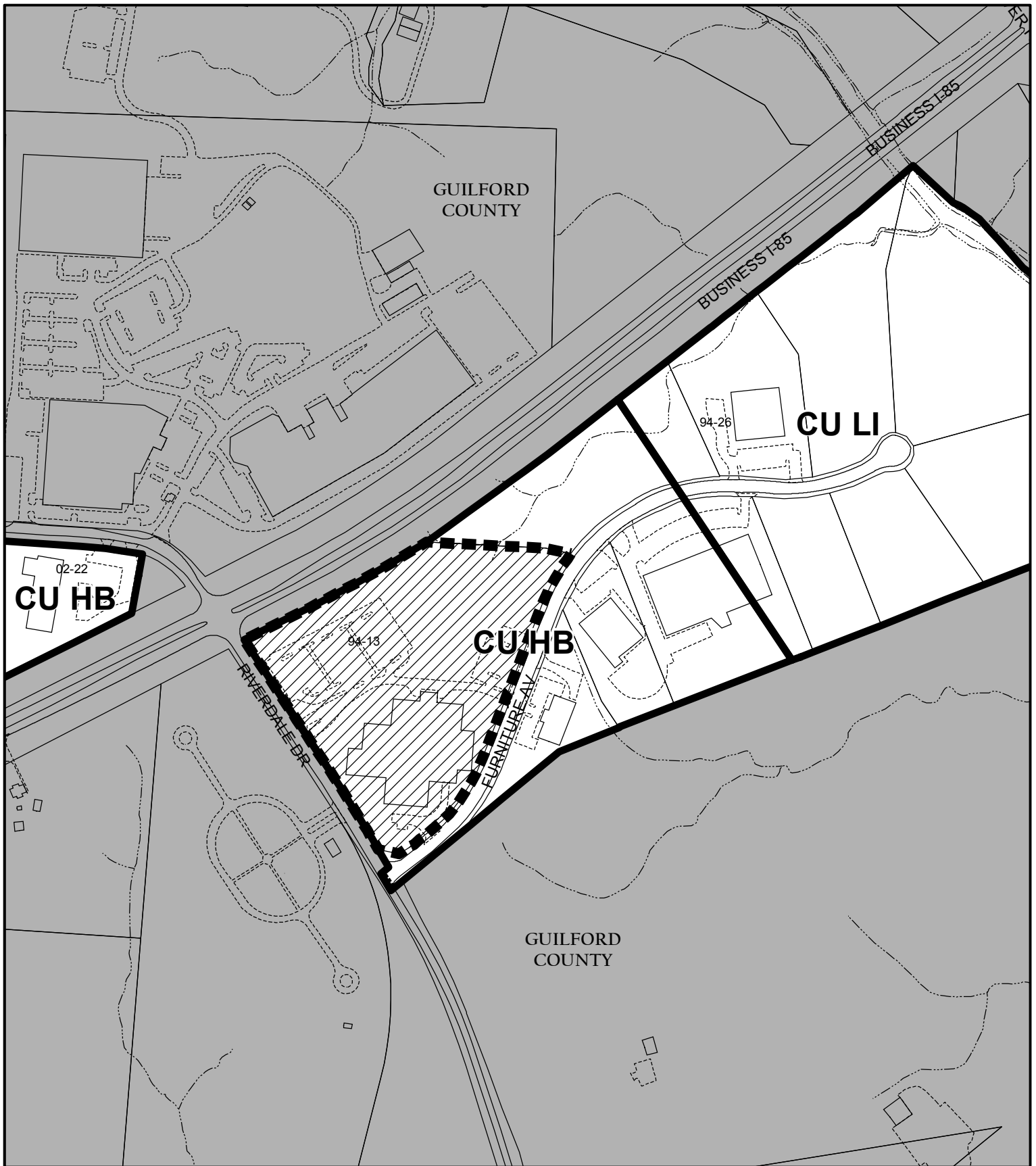
That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 6.

This ordinance shall become effective upon the date of adoption.

16th day of **June, 2014.**

Lisa B. Vierling, City Clerk



ZONING CASE 14-05

From: Conditional Use Highway Business
To: Conditional Zoning Light Industrial

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

Planning & Development
Department

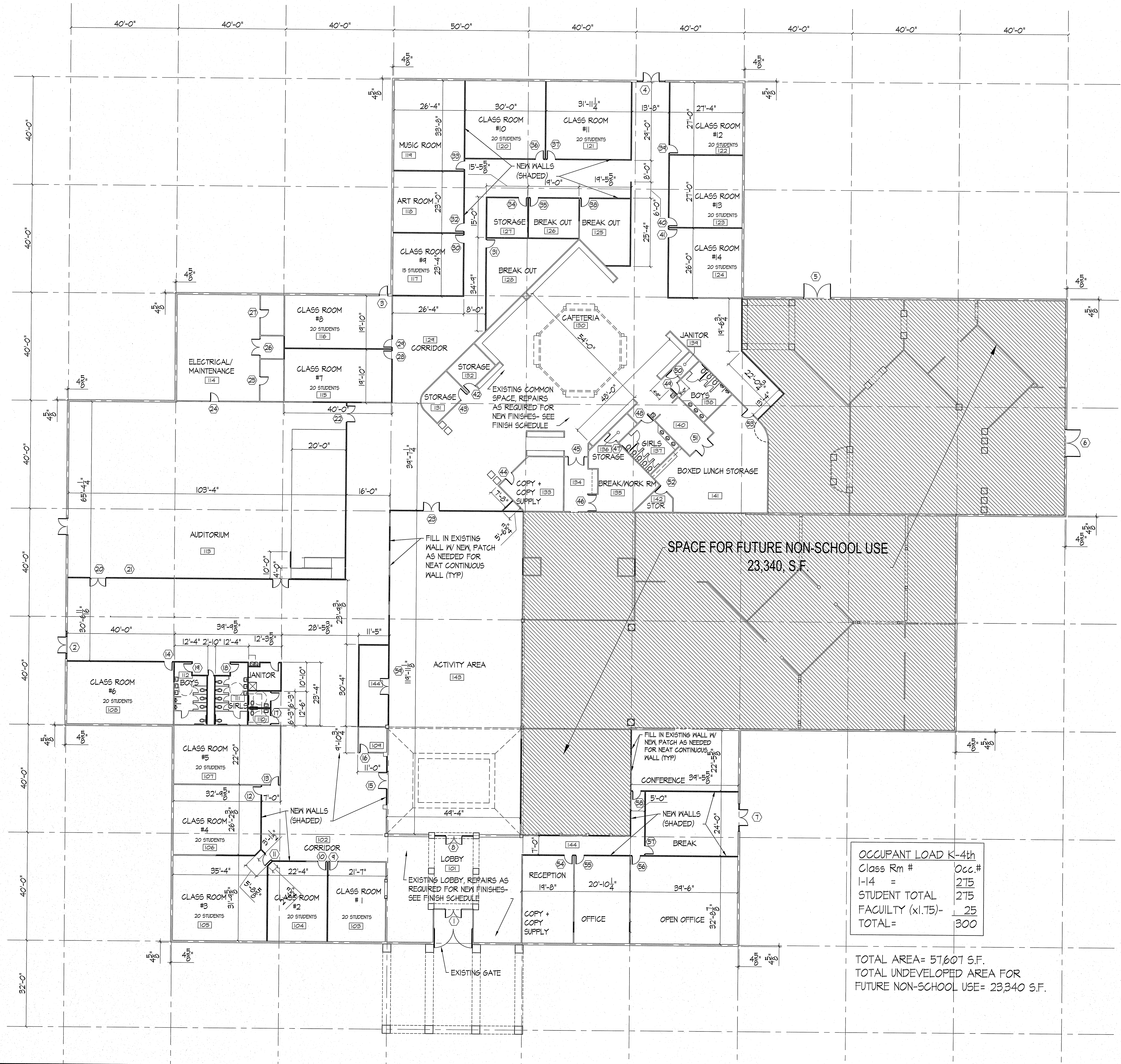
City of High Point

Date: May 9, 2014

N

Scale: 1"=400'
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2014/pz/z14-05.mxd

Preliminary-Not for construction



OCCUPANT LOAD K-4th	
Class Rm #	Occ.#
1-14	275
STUDENT TOTAL	275
FACULTY (x1.75)-	25
TOTAL=	300

TOTAL AREA= 57,607 S.F.
TOTAL UNDEVELOPED AREA FOR
FUTURE NON-SCHOOL USE= 23,340 S.F.

Project Title:
College Preparatory & Leadership Academy of High Point
4201 Furniture Avenue
High Point, N.C.

Sheet Title:
Floor Plan

Client:
College Preparatory & Leadership Academy of High Point
1981 South Western Blvd.
P.O. Box 1231
High Point, NC 28620
Phone: (252) 977-3265 Fax: (252) 985-5864

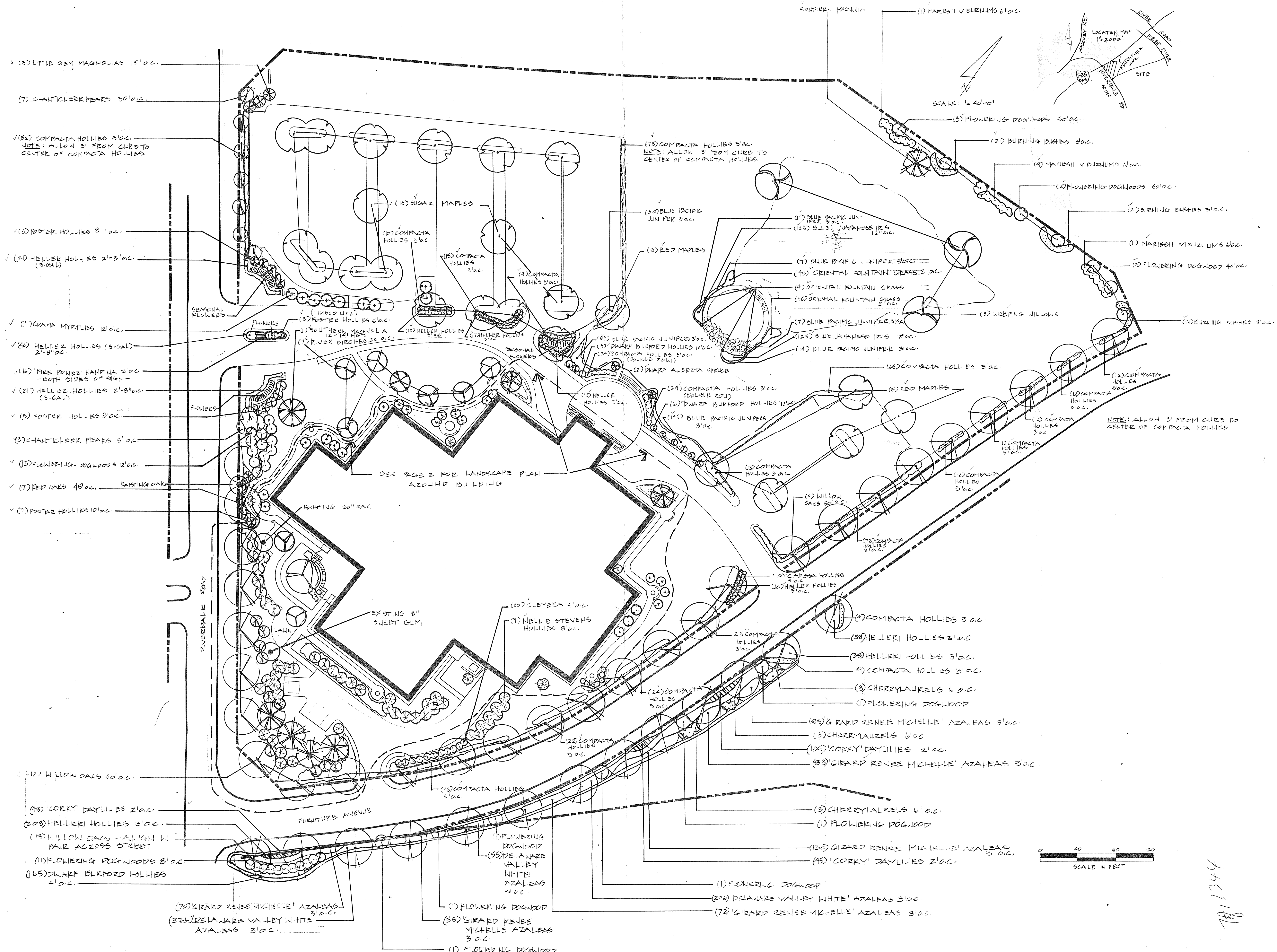
E.G. SMITHSON & ASSOCIATES, INC.
A PROFESSIONAL CORPORATION
1981 SOUTH WESTERN BLVD.
HIGH POINT, NC 28620
PHONE: (252) 977-3265
FAX: (252) 985-5864
WWW.ESMITHSON.COM
NORTH CAROLINA REG. NO. 27802

DATE:
Drawn by: Lieke W.
Proj. number: J668
Scale: Not to scale
Job number:
Sheet number: 14-
A2

282-6582

$$\left(\frac{1}{3} \text{ sheets}\right)$$

PG 1 OF 3
FEB. 6, 1995
REV. 3/15/95

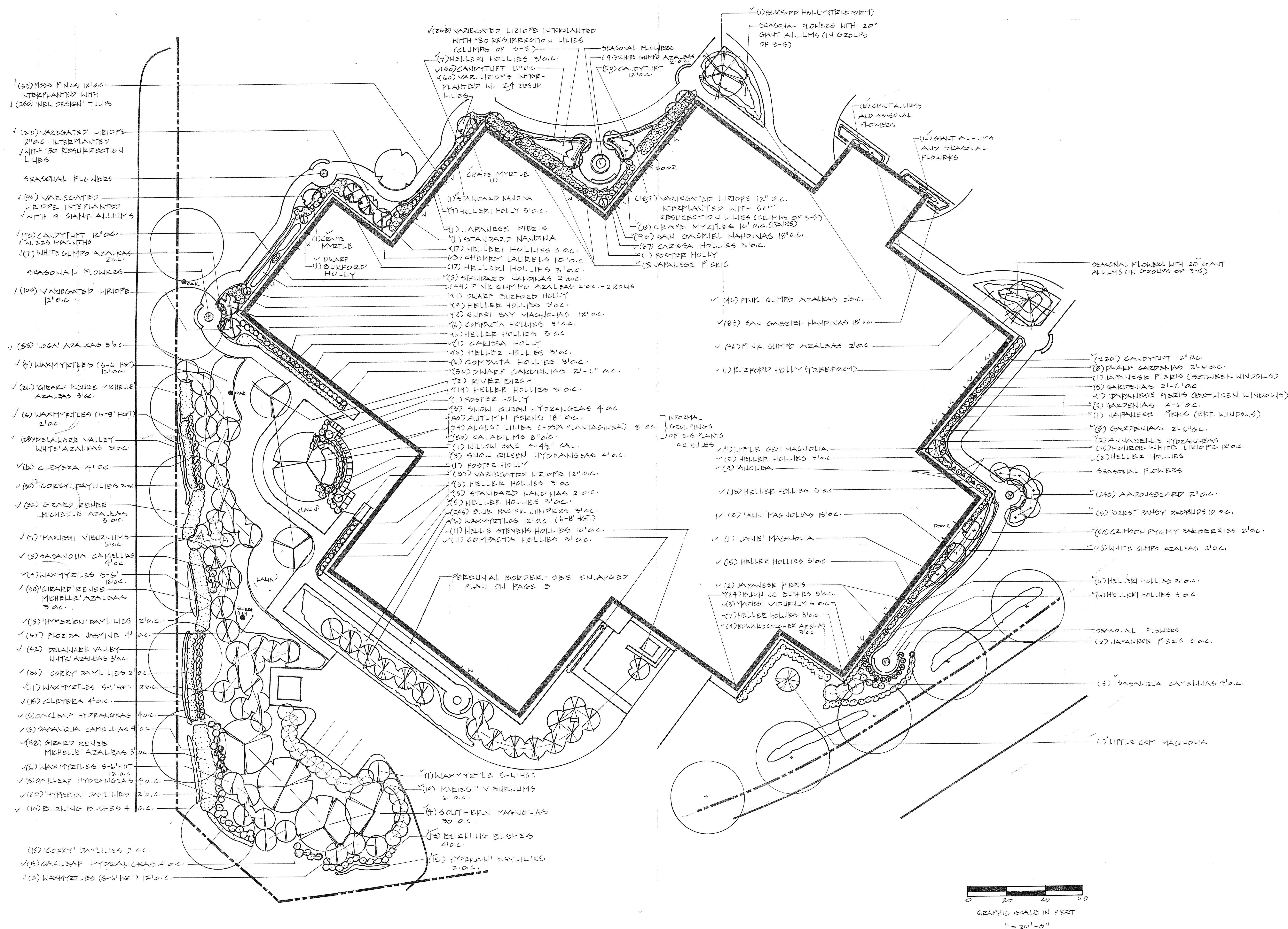


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"Copyright 1994", omniarchitecture p.a.

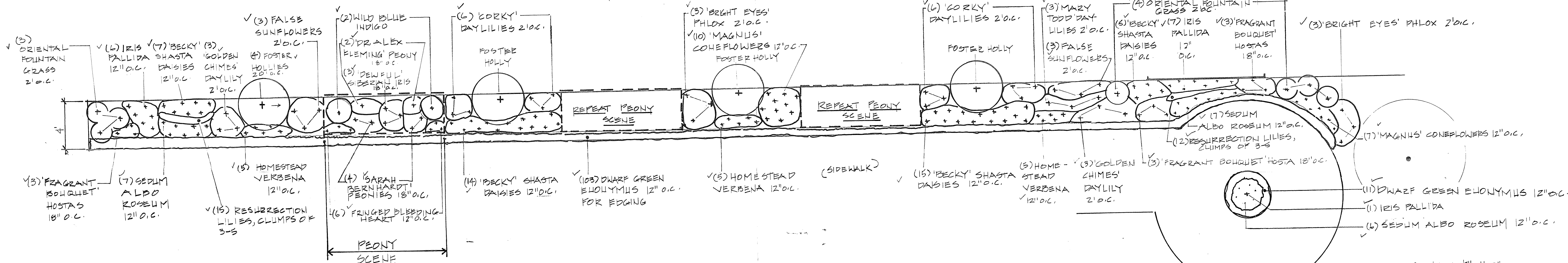
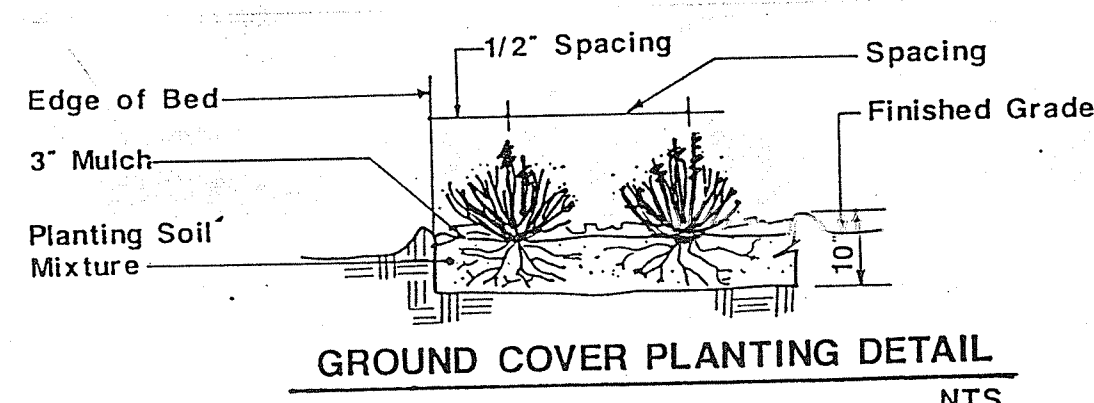
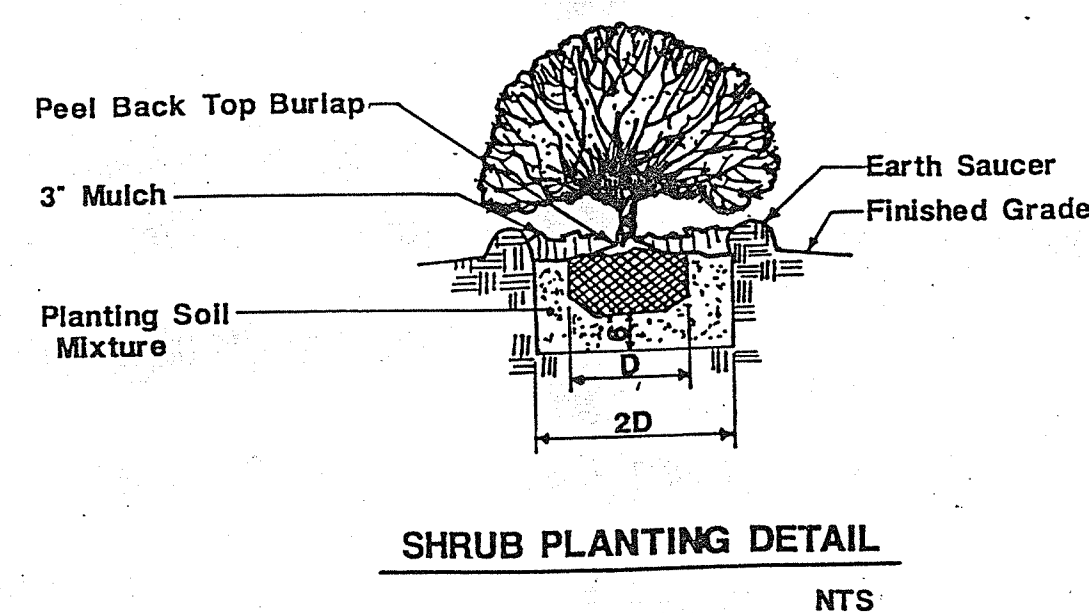
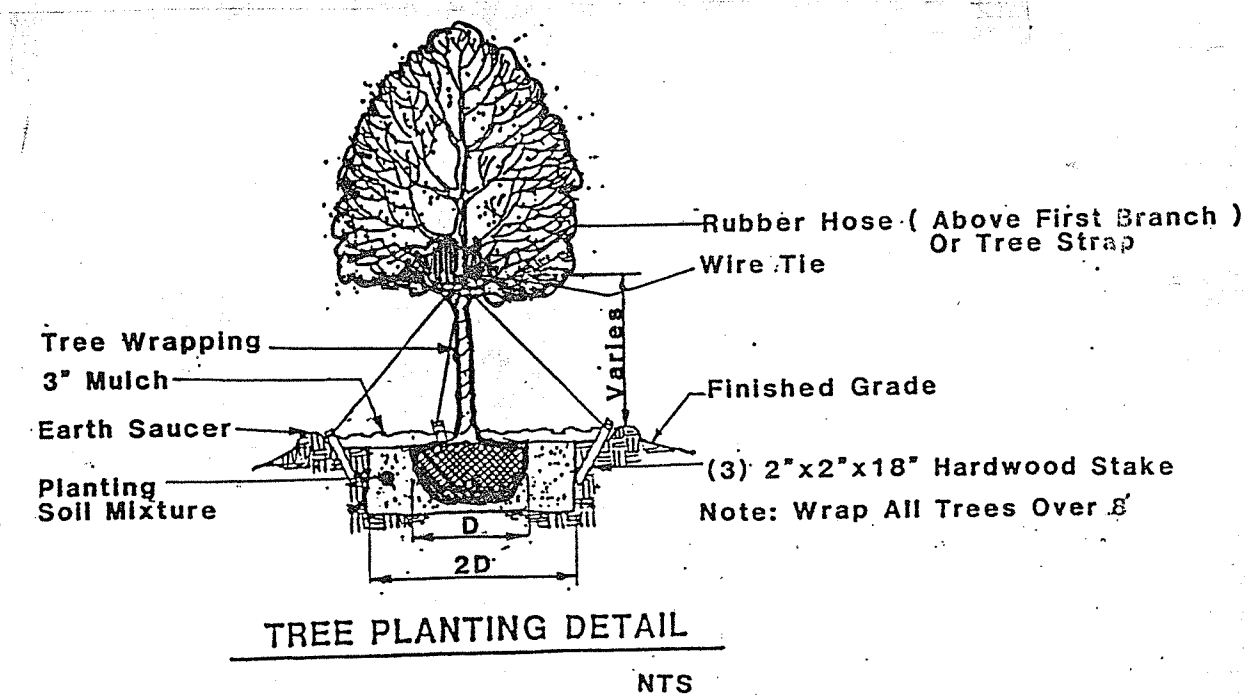
Omni

Boyes Furniture
(2/3 sheets)

Project	
Drawn	
Checked	
Date	
Revised	



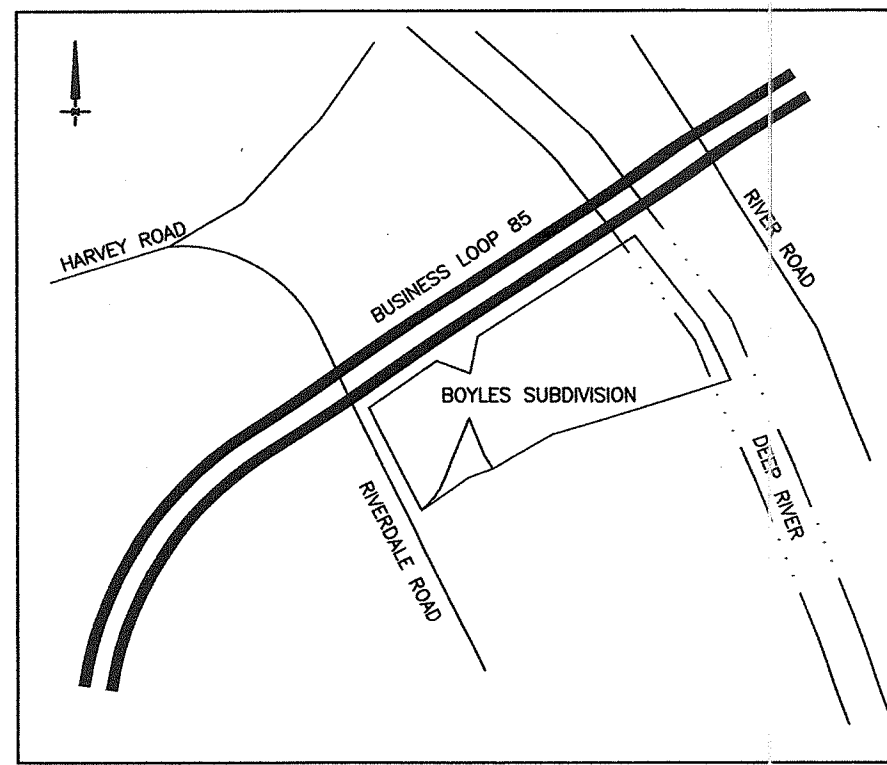
PLANT LIST	QTY	BOTANICAL / COMMON NAME	SIZE	REMARKS
TREES	10	ACER RUBRUM 'RED SUNSET' / RED MAPLE	8-10', 2-2 1/2" GAL B&B	
	13	ACER SACCHARINUM 'GREEN MOUNTAIN' / SUGAR MAPLE	8-10', 2-2 1/2" GAL B&B	
	9	BETULA NIGRA 'HERITAGE' / HERITAGE RIVER BIRCH	14-16', B&B	3 1/2" INCH CAL. STEMS EACH TREE
	38	CORNUS FLORIDA / FLOWERING DOGWOOD	8-10', 2-2 1/2" GAL	
	5	CERCIS CANADENSIS 'FOREST PANSY' / FOREST PANSY REDBUD	6-7', 7-GAL	
	27	ILEX x ATTENUATA 'FOSTERI' / FOSTER HOLLY	8-10' B&B	
	20	ILEX 'NELLIE R. STEVENS' / 'NELLY STEVENS' HOLLY	8-10' B&B	RAY BRACKEN NURSERY 1-800-992-4321
	19	LAGERSTROMIA INDICA 'HARDY LAVENDER' / CREEP MYRTLE	10' B&B	WILSON FARM NURSERY 910-654-4350
	6	MAGNOLIA GRANDIFLORA 'LITTLE GEM' / 'LITTLE GEM' MAGNOLIA	6-8' 2 1/2" GAL	
	2	MAGNOLIA GRANDIFLORA 'SOUTHERN MAGNOLIA'	(1) 12-14', (5) 10-12' B&B	GOSSETT'S 910-464-2548
	1	MAGNOLIA LILIFLORA 'JANN' / LILY MAGNOLIA	5-6' 1 1/2" GAL	
	2	MAGNOLIA VIRGINIANA / SWEETBAY MAGNOLIA	6-7' B&B	MULTI-STEMMED
	4	MYRTICA CERIFERA / SOUTHERN WAXMYRTLE	(12) 6-8', (29) 5-6'	WILSON - 20" AND 15-GAL
	12	PICEA GLAUCA 'CONICA' / DWARF ALBERTA SPRUCE	42-46" B&B	WILSON
	10	PRUNUS CAROLINIANA / CAROLINA CHERRY LAUREL	6-7' B&B	WAYNESBORO NURSERIES 1-800-868-8676
SHRUBS	35	QUERCUS PHELLOS / WILLOW OAK	(1) 4-6' 4-4 1/2" CAL (3) 10-12' 2 1/2-3" CAL B&B	
	7	QUERCUS RUBRA / RED OAK	10-12' 3-3 1/2" CAL B&B	
	3	SAUX BABYLONICA / WEEPING WILLOW	8-10' B&B	
	18	ABELIA GRANDIFLORA 'EDWARD GOUCHER' / EDWARD GOUCHER ABELIA	3-GAL	PIEDMONT CAROLINA 910-993-4114
	3	AUCHEA JAPONICA 'PICTURATA' / AUCHEA	7-GAL	B&B & BLOOMS 910-772-2837
	747	AZALEA 'DELAWARE VALLEY WHITE' / AZALEA	3-GAL	
	667	AZALEA 'GIRARD RENEE MICHELLE' / DEEP PINK AZALEA	3-GAL	PIEDMONT CAROLINA
	136	AZALEA 'GUMPO PINK'	3-GAL	
	61	AZALEA 'GUMPO WHITE'	3-GAL	
	85	AZALEA 'JOGA' (PINK & WHITE BLOOMS)	3-GAL	ALTERNATE 'BAGGATELLE' GOSSETT'S
	50	BERBERIS THUNBERGII VAR. ATROPURPUREA 'CRIMSON PYGMY' / CRIMSON PYGMY BARBERRY	7-GAL	
	15	CAMELLIA SARGENTII 'YULETIDE RED' / YULETIDE RED CAMELLIA	5-GAL	
	47	CLEYERA JAPONICA / CLEYERA	3-GAL	PIEDMONT CAROLINA
	110	EUONYMUS ALATA 'COMPACTA' / DWARF BURNING BUSH	2-GAL	GOSSETT'S
	114	EUONYMUS JAPONICUS 'MICROPHYLLAS' / DWARF GREEN EUONYMUS	3-GAL	WILSON
PERENNIALS	33	GARDENIA JASMINOIDES 'RADICANS DWARF' / DWARF GARDENIA	5-GAL	PIEDMONT CAROLINA
	2	HYDRANGEA ARBORESCENS 'ANNABELLE' / 'ANNABELLE' HYDRANGEA	5-GAL	
	21	" QUERCIFOLIA 'SNOW QUEEN' / 'SNOW QUEEN' HYDRANGEA	8-10' B&B	PIEDMONT CAROLINA
	2	ILEX CORNUTA 'BURFORDII' / BURFORD HOLLY (TREEFORM)	7-GAL	
	176	ILEX CORNUTA 'NANA' / DWARF BURFORD HOLLY	3-GAL	
	98	ILEX CORNUTA 'CARISSA' / CARISSA HOLLY	3-GAL	
	577	ILEX CRENATA 'COMPACTA' / COMPACTA HOLLY	3-GAL	
	558	ILEX CRENATA 'HELLER' / HELLER HOLLY	3-GAL	WILSON
	67	JASMINUM FLORIDUM / FLORIDA JASMINE	3-GAL	
	8	NANDINA DOMESTICA / STAUDARD NANDINA	3-GAL	
	16	" " 'FIRE POWER' / FIRE POWER NANDINA	3-GAL	YACKIN VALLEY 1-800-284-8445
	173	" " 'SAN GABRIEL' / SAN GABRIEL NANDINA	24-30" 3-BUSHEL	
	21	PIERIS JAPONICA 'MOUNTAIN FIRE' / MOUNTAIN FIRE JAPANESE PIERIS	3-GAL	PIEDMONT CAROLINA
	60	VIBURNUM PLICATUM VAR. TOMENTOSUM 'MARIESII' / 'MARIESII' DOUBLEFILE VIBURNUM	3-GAL	
GRASSES	50	DRYOPTERIS BRYTHOSORA / AUTUMN FERN	2-GAL	HOFFMAN 1-800-203-3590
	101	PENNISETUM ORIENTALE / ORIENTAL FOUNTAIN GRASS	3-GAL	
	240	HYPERICUM CALYGINUM / AARONSBARD	1-GAL	PIEDMONT CAROLINA
	551	JUNIPERUS CONFERTA 'BLUE PACIFIC' / BLUE PACIFIC JUNIPER	2-GAL	
	75	LIRIOPE MUSCARI 'MONROE'S WHITE' / MONROE WHITE LIRIOPE	1-GAL	
	952	LIRIOPE MUSCARI 'VARIEGATA' / VARIEGATED LIRIOPE	1-GAL	
BULBS	6	BAPTISIA AUSTRALIS / WILD BLUE INDIGO	1-GAL	RIVERBEND 1-800-636-3362
	41	CALADIUM x HORTULANUM 'WHITE CHRISTMAS' / 'WHITE CHRISTMAS' CALADIUM	1-GAL	MARLBORO BULBS 1-800-868-0426
	17	CHRYSANthemum (LEUCANTHEMUM) 'BECKY' / 'BECKY' SHASTA DAISY	1-GAL	HOLBROOK 704-891-7790
	17	DICENTRA EXimia 'ALBA' / FRINGED BLEEDING HEART	1-GAL	
	6	ECINACEA PURPUREA 'MAGNUS' / PURPLE CONEFLOWER	1-GAL	
	285	HELOPSIS 'SUMMER SUN' / FALSE SUNFLOWER	1-GAL	HOLBROOK
	6	HEMEROCALLIS 'CORKY' / DAYLILY	1-GAL	RIVERBEND
	6	" 'GOLDEN CHIMES' / DAYLILY	1-GAL	
	6	" 'HYPERION' / DAYLILY	1-GAL	
	50	" 'MARY TODD' / DAYLILY	1-GAL	
	3	HOSTA 'FRAGRANT BOUQUET'	1-GAL	PLANT DELIGHTS 1-914-772-4794
	24	HOSTA PLANTAGINEA / AUGUST LILY	2-GAL	PIEDMONT CAROLINA
	410	IBERIS SEMPERVIRENS 'AUTUMN BEAUTY' / CANDYTUFT	1-GAL	LAMB NURSERIES 509-326-7956
	250	IRIS ENATA (KAEMPFERI) 'VARIEGATA' / BLUE JAPANESE IRIS (VARIEGATED LEAVES)	1-GAL	RIVERBEND
	14	IRIS PALLIDA 'VARIEGATA' / VARIEGATED SWEET IRIS	1-GAL	
BULBS	9	IRIS SIBIRICA 'DEWEILL' / SIBERIAN IRIS	3-GAL	ANDRE VLETTE 703-943-2315
	6	PAEONIA 'DR. ALEX FLEMING' / PEONY (PINK PINK)	3-GAL	PIEDMONT CAROLINA
	12	" 'SARAH BERNHARDT' / PEONY (PINK)	1-GAL	
	6	PHLOX PANICULATA 'BRIGHT EYES' / SUMMER PHLOX (PINK W. RED EYE)	1-GAL	RIVERBEND
	65	PHLOX SUBULATA 'SCARLET FLAME' / MOSS PINK	1-GAL	
	20	SEDUM ALBO ROSEUM 'MEDIO-VARIEGATUS' / SEDUM	1-GAL	PIEDMONT CAROLINA
	16	VERBENA CANADENSIS 'HOMESTEAD' / HOMESTEAD VERBENA	2-GAL	
BULBS	73	ALLIUM GIGANTEUM / GIANT ALLIUM		BULBS ON PARADE 804-693-6339
	225	'FEBRUARY GOLD' DAFNODIL (SEE NOTE BELOW)		
	225	'THALIA' DAFNODIL (SEE NOTE BELOW)		
	225	HYACINTHUS ORIENTALIS 'DELFT BLUE' / BLUE HYACINTHS		PLANT DELIGHTS
	181	LYCORIS squamigera (AMARYLLIS HALLII) / RESURRECTION LILY		BULBS ON PARADE
	250	TULIPA 'NEW DESIGN' / TULIP (PINK & WHITE)		



NOTES: • LIMS UP THE 4 FOSTER HOLLIES

• PLANT 'FEBRUARY GOLD' DAFNODILS (EARLY YELLOW) AND 'THALIA' DAFNODILS (MID-SEASON WHITE) IN DRIPPS AMONG HOSTA, DAYLILIES, WILD BLUE INDIGO, AND PEONIES. INTERMIX THE TWO TYPES OF DAFS.

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CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	605.00'	304.99'	N36°07'38"E	301.77'
C2	545.00'	260.42'	S35°21'13"W	257.95'
C3	544.99'	237.43'	S61°33'26"W	235.56'
C4	544.99'	231.73'	S86°13'09"W	229.99'
C5	609.64'	232.64'	N87°11'53"E	231.23'
C6	604.98'	156.73'	N68°48'10"E	156.29'
C7	100.00'	55.28'	S77°13'05"W	54.58'
C8	60.00'	37.98'	N74°55'18"E	37.35'
C9	60.00'	75.91'	N20°32'35"E	70.95'
C10	60.00'	74.79'	N51°24'43"W	70.04'
C11	60.00'	73.95'	S57°34'12"W	69.36'
C12	100.00'	72.06'	N42°54'18"E	70.51'
C13	545.00'	159.89'	N71°57'12"E	159.32'
C14	548.72'	170.01'	N89°15'51"E	169.33'
C15	605.00'	106.68'	N86°39'05"W	106.54'
C16	605.00'	569.26'	S61°20'28"W	548.49'
C17	605.00'	133.97'	S28°02'29"W	133.70'
C18	545.00'	274.74'	N36°08'23"E	271.84'
C19	3948.83'	483.18'	N59°19'40"E	482.88'
C20	3848.83'	373.73'	N53°06'40"E	373.59'

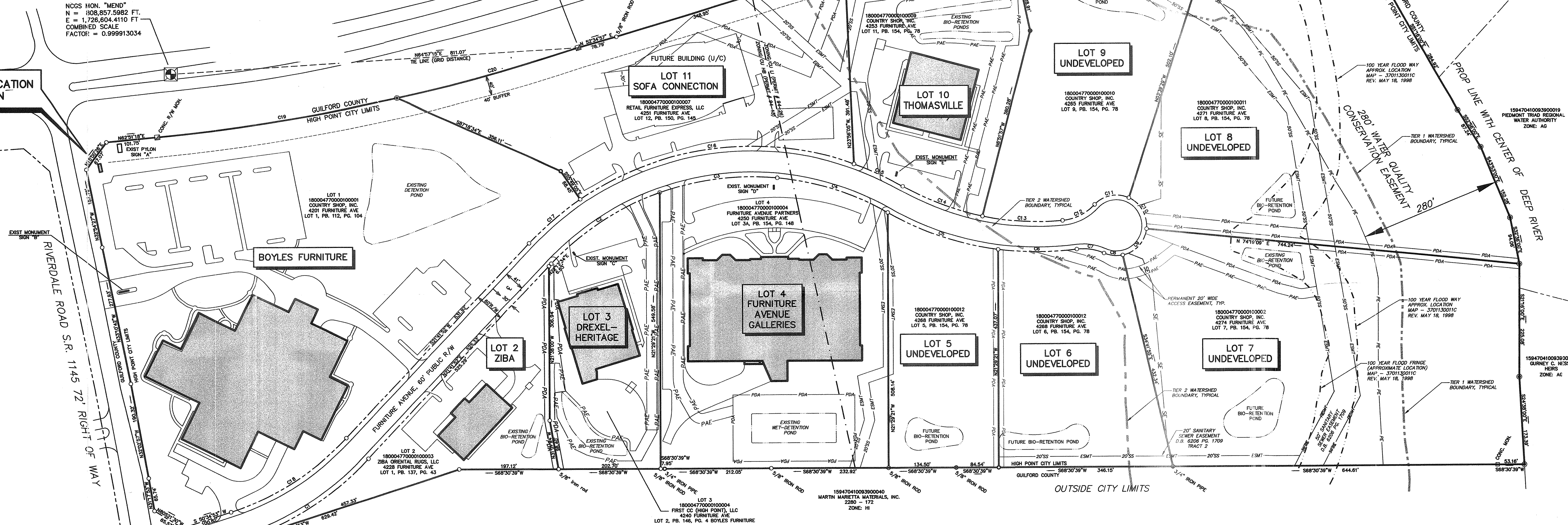
IMPERVIOUS SURFACE AREA DATA (ISA)				
LOT NO.	LOT DESCRIPTION AND/OR USE	LOT AREA (SF)	IMPERVIOUS SURFACE AREA ALLOWED (SF)	IMPERVIOUS SURFACE AREA PROVIDED (SF)
1	BOYLES FURNITURE	XX	NA	210,754
2	ZIBA-ORIENTAL RUGS	XX	NA	28,538
3	DREXEL-HERITAGE	107,011	57,819 (50%)	56,891
4	FURNITURE GALLERIES	253,195	127,373 (50%)	125,578
5	UNDEVELOPED	101,481	50,741 (50%)	NA
6	UNDEVELOPED	126,957	63,479 (50%)	NA
7	UNDEVELOPED	323,219	161,610 (50%)	NA
8	UNDEVELOPED	162,010	81,005 (50%)	NA
9	UNDEVELOPED	227,231	113,616 (50%)	NA
10	THOMASVILLE FURNITURE	162,010	81,005 (50%)	54,648
11	SOFA CONNECTION (U/C)	209,959	104,980 (50%)	73,935

R/W MON. CONTROL CORNER
N = 809,200.9882 FT.
E = 1,727,539.2781 FT.
COMBINED SCALE
FACTOR = 0.999913034

PROPOSED LOCATION
OF PYLON SIGN

PROPOSED LOCATION
OF PYLON SIGN

NGCS MON. "MEND"
N = 808,857.5982 FT.
E = 1,726,604.4110 FT.
COMBINED SCALE
FACTOR = 0.999913034



NOTES:

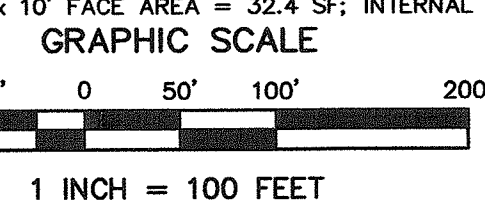
- SITE IS PRESENTLY ZONED "CU LI" AND "CU HB" WITH INDIVIDUAL PARCELS AND INDIVIDUAL SIGNAGE FOR EACH TRACT.
- APPLICANT IS APPLYING FOR AN "IMUD" WHICH ALLOWS COMMON SIGNAGE.
- THE IMUD ZONING WILL ALLOW FOR THIS DEVELOPMENT TO ERRECT A GROUP SIGN ON BOTH ROAD FRONTAGES. ALLOWABLE SIGNAGE WILL BE FOR 200 SF WITH A MAXIMUM HEIGHT OF 30'. SIGNAGE ON 85 BUSINESS CANNOT HAVE DIRECT ILLUMINATION UNLESS IT IS FORWARD THROW DIRECTLY ONTO THE SIGN TO AVOID GLARE INTO 85 BUSINESS.
- EXISTING MONUMENT SIGNS SHOWN ON THE PLAN ARE NON-CONFORMING AND ARE TO REMAIN UNTIL PRESENT OWNER SELLS THE BUILDING OR LEASE CHANGES AT WHICH TIME EXISTING SIGN WILL BE REMOVED. NEW CONFORMING SIGAGE WILL BE 6' MAXIMUM HEIGHT AND A MAXIMUM AREA OF 50 SF.
- BIO-RETENTION PONDS TAKEN FROM PLANS PREVIOUSLY PREPARED AND SUBMITTED TO CITY OF HIGH POINT FOR APPROVAL.

COMMON SIGNAGE PLAN

NEW MONUMENT SIGNS TO BE MAXIMUM 6' HIGH WITH A MAXIMUM AREA OF 50 SF.
NON-CONFORMING SIGNAGE TO REMAIN UNTIL PRESENT OWNER SELLS THE BUILDING OR THE LEASE CHANGES AT WHICH TIME NEW CONFORMING SIGNAGE CONSISTING OF 6' MAX HEIGHT AND 50 SF MAX AREA WILL BE ENFORCED.

SUMMARY OF EXISTING NON-CONFORMING SIGNAGE

- SIGN A: "BOYLES" MAIN ENTRANCE SIGN - 18' LONG (APPROX. 10' HIGH) = 180 SF
20' OVERALL HEIGHT +/-, ROUTED ALUMINUM FACES AND INTERNAL ILLUMINATION
- SIGN B: SECONDARY ID - 33' LONG x 4'-3" HIGH = 140.25 SF; TEN INDIVIDUAL PANELS PER SIDE, ROUTED ALUMINUM FACES AND INTERNAL ILLUMINATION
- SIGN C: DREXEL HERITAGE - 7'1/2' HIGH x 10' (FACE IS 10' LONG) = 73.6 SF;
INTERNAL ILLUMINATION WITH PUSH THRU COPY ON TOP AND FLAT CUT ALUMINUM ON BOTTOM
- SIGN D: FURNITURE AVE. GALLERIES - 8' WIDE x 7'-8" HIGH FACE AREA = 61.36 SF
(16" COLUMNS ON END), FLOOD LIGHTED ON BOTH SIDES
- SIGN E: THOMASVILLE FURNITURE - 3'-5" x 10' FACE AREA = 32.4 SF; INTERNAL ILLUMINATION AND PUSH THRU COPY



SIGN CONSTRUCTION

- ALL SIGNS AND THEIR INSTALLATION SHALL COMPLY WITH ALL APPLICABLE CITY/STATE BUILDING AND ELECTRICAL CODES, AND HAVE THE U. L. LABEL.
- ALL PENETRATIONS OF EXTERIOR FASCIA ARE TO BE SEALED WATERTIGHT, AND FINISHED TO MATCH ADJACENT MATERIAL, SUBJECT TO OWNER APPROVAL.
- ALL SIGNS SHALL BE MAINTAINED IN GOOD STRUCTURAL CONDITION WITH ALL BUILDING AND ELECTRICAL CODES, AND IN CONFORMANCE WITH THIS PLAN AND WITH THE CITY ORDINANCE AT ALL TIME. THE OWNER AT HIS DESCRIPTION MAY REMOVE, REPLACE OR REPAIR ANY SIGN FOUND IN NONCONFORMANCE WITH THIS PLAN OR NOT APPROVED AT THE TENANT'S EXPENSE.
- EXTERIOR SIGNS TO BE SECURED BY CONCEALED FASTENERS.
- ALL EXTERIOR SIGNS SHALL BE MOUNTED FLUSH TO THE BUILDING FACE AND SHALL NOT OBSTRUCT ANY FIRE ESCAPE, REQUIRED EXIT, WINDOW, DOOR OPENING, OR WALL OPENING INTENDED AS A MEANS OF INGRESS OR EGRESS, OR ANY OPENING REQUIRED FOR VENTILATION.
- ALL SIGNS AND THEIR SUPPORTING STRUCTURES SHALL MAINTAIN CLEARANCE FROM SURFACE AND UNDERGROUND UTILITIES, CONDUITS OR EASEMENTS FOR WATER, SEWAGE, GAS, ELECTRICITY OR COMMUNICATION EQUIPMENT. IN ADDITION, THE PLACEMENT OF SIGNS AND THEIR SUPPORTING STRUCTURES SHALL NOT INTERFERE WITH NATURAL OR ARTIFICIAL DRAINAGE WAYS.
- NO SIGN SHALL BE ERRECTED SO AS TO INTERFERE WITH ANY EXISTING WARNING OR INSTRUCTIONAL SIGN.
- ALL TENANT WALL SIGNS MUST BE INTERNALLY ILLUMINATED. NO LABELS OR IDENTIFICATION WILL BE PERMITTED ON THE EXPOSED SURFACES OF THE SIGN EXCEPT THOSE REQUIRED BY LOCAL ORDINANCES.

WALL SIGNS

- TENANTS ALLOWABLE WALL SIGNAGE SHALL BE DIRECTED BY THE SPECIFIC BUILDING PARAMETERS. TENANTS ARE ALLOWED ONE WALL SIGN PER BUILDING WALL OF A BUSINESS ORIENTED TO A STREET OR PARKING AREA.
- WALL SIGNS SHALL NOT EXCEED 10% OF THE WALL AREA OF THE WALL ON WHICH THEY ARE LOCATED. THIS IS BASED ON THE FIRST 30 FEET OF HEIGHT.
- MINIMUM SQUARE FOOTAGE FOR WALL SIGNS SHALL BE 50 SQUARE FEET.
- WALL SIGNS MAY NOT EXTEND BEYOND THE TOP OF THE WALL.

COMMON LANDSCAPING PLAN

STREET YARD MIN. REQUIREMENTS	YARD BUFFERS TYPE "D"	PARKING LOT LANDSCAPING
MIN WIDTH = 8'	MIN WIDTH = 5'	1 TREE/12 SPACES
2 CANOPY TREES/100 LF	2 UNDERSTORY TREES/100 LF	SUGGESTED PLANTINGS
SUGGESTED PLANTINGS	SUGGESTED PLANTINGS	JAPANESE ZELKOVA
CRIMSON QUEEN NORWAY MAPLE	BLUE PYRAMID CYPRESS	WAX MYRTLE
NATCHEZ CRAPE MYRTLE	NATCHEZ CRAPE MYRTLE	
17 SHRUBS/100 LF	18 SHRUBS/100 LF	SMALL EVERGREEN SHRUBS
SUGGESTED PLANTINGS	SUGGESTED PLANTINGS	ALONG PERIMETER
CARISSA HOLLY	DWARF YAUPOIN HOLLY	SUGGESTED PLANTINGS
	CHINESE PRINCE FLOWER	GLOSSY ABELIA
	GLOSSY ABELIA	

PROPOSED LOT DEVELOPMENT SHALL PROVIDE DETAILED LANDSCAPING PLANS AS PART OF INDIVIDUAL SITE DEVELOPMENT PROPOSALS. THE INDIVIDUAL LANDSCAPE PLANS SHALL BE IN CONFORMANCE WITH THIS COMMON LANDSCAPE PLAN.

ENFORCEMENT OFFICER APPROVAL FOR LANDSCAPING PLANS
THIS PLAN APPEARS TO COMPLY WITH THE PROVISIONS
OF THE CITY OF HIGH POINT DEVELOPMENT ORDINANCE.

ENFORCEMENT OFFICER _____ DATE _____

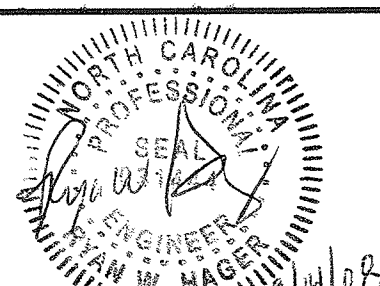
REV. NO.	DESCRIPTION	DATE
1	REVISD PER TRC REVIEW COMMENTS	8/4/06
2	REVISD PER TRC REVIEW COMMENTS	2/22/06
3	REVISD PER TRC REVIEW COMMENTS	

PROJECT MANAGER WG DRAWN BY CADD PROJECT DATE 2005	DRAWING SCALE AS SHOWN PROJECT NUMBER 50068.00.HI
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401 4th Street SW, Suite 201
HICKORY, NC 28602
(828) 327-6911
Office Locations:
North Carolina
South Carolina
Georgia

RELEASED FOR	DATE
APPROVALS	
BIDDING	
CONSTRUCTION	
RECORD DWG.	



BOYLES FURNITURE SUBDIVISION
JAMESTOWN, NORTH CAROLINA

COMMON LANDSCAPE AND SIGNAGE PLAN

1
1

AGREEMENT FOR THE CONVENTION & VISITORS BUREAU
BETWEEN THE
CITY OF HIGH POINT
AND THE
HIGH POINT CONVENTION & VISITORS BUREAU, INC.
FY 2014 - 2017

CONTENTS:

Contract Agreement FY 2014 - 2017
Overview & Program of Work FY 2014 - 2015
Proposed Budget and Explanation for FY 2014 – 2015
Occupancy Tax Receipts for FY 2013 - 2014
Financial Statement for May FY 2013 - 2014
Arts & Tourism Grants Program Awards FY 2014 -2015 & 2013 - 2014
Event Booking Incentives for FY 2013 - 2014
Board of Directors
Organizational Chart
Chart of Staff Organizational Involvement

**NORTH CAROLINA
GUILFORD COUNTY**

**AGREEMENT FOR PROVISION OF
CONVENTION AND VISITORS BUREAU**

THIS AGREEMENT, made and entered into before the first day of July 1, 2014 by and between the City of High Point (hereinafter referred to as the City) and the High Point Convention and Visitors Bureau, Inc. (hereinafter referred to as the Grantee), pursuant to and subject to the restrictions and conditions set forth herein:

WITNESSETH:

In consideration of receipt of a grant or appropriation of funds from the City Council of the City of High Point equal to the total amount of the net proceeds received by the City of High Point from the Guilford County 3% Room Occupancy and Tourism Development Tax, the Grantee named hereinabove does hereby agree to provide Convention and Visitors Bureau Services for the City of High Point in accordance with the terms of this Agreement as set forth herein.

In consideration of the above, the parties do hereby agree as follows:

(1) The Grantee agrees to expend the funds, which are the subject of this Agreement and perform services in consideration of the receipt of funds in accordance with the Overview of Program of Work as attached to this Agreement and incorporated herein by reference. The Grantee further agrees to expend the funds in accordance with an Annual Budget for said funds attached hereto and which is incorporated herein by reference. Funds made available to the Grantee pursuant to this Agreement shall be expended only in accordance with applicable federal, state, and local laws. The Grantee may amend the budget from time to time in order to conform with the actual amount of funds received under this agreement.

(2) The Grantee agrees that it will supply such records, reports, information and verification relating to the expenditures of the funds or the operations of the Grantee as may be requested by the City. This shall include quarterly reports on the receipts and expenditures, as well as an annual audit of the receipts and expenditures relating to the

grant funds. The Grantee shall maintain a written accounting and documentation of all of its receipts and disbursements relating to the grant funds, which are the subject of this Agreement. The Grantee agrees to subject itself to the provisions of Article 33c of Chapter 143 of the North Carolina Statutes entitled "Meetings of Governmental Bodies," to the same extent as the City.

(3) Funds will be distributed to the Grantee on a monthly basis in accordance with the attached budget. Further, should expenditures overspend the revenues under this Agreement; the City shall have no obligation to reimburse the Grantee for such expenditures.

(4) This Agreement will automatically terminate on June 30, 2017 at which time a new Agreement will be considered.

(5) Upon termination of this Agreement by either party all non-expendable property purchased under this Agreement shall revert to the City of High Point or its assigns.

(6) A High Point Convention and Visitors Bureau Board of Directors shall be appointed, which shall have the authority to oversee the Convention and Visitors Bureau's implementation of the program of work, and the expenditures of the grant funds, which are the subject of this Agreement. The Convention and Visitors Bureau Board shall be composed of a minimum of the following twelve (12) members:

- (a) One member of the Guilford County Board of Commissioners appointed by the Board of County Commissioners.
- (b) One member of the High Point City Council appointed by the City Council.

- (c) Two owners or operators of hotels, motels, or other taxable tourist accommodations in the local metropolitan area, one of whom owns or operates hotels, motels, or other tourist accommodations with more than 100 rental units, and one of whom owns or operates hotels, motels, or other tourist accommodations with 100 or fewer rental units, both appointed by the Board of County Commissioners.
- (d) One individual who has demonstrated an interest in tourism development and does not own or operate hotels, motels, or other tourist accommodations, and is a Board member of the High Point Chamber of Commerce, appointed by the Chamber of Commerce.
- (e) One individual involved in the local restaurant or food service business who has demonstrated an interest in tourism development, and does not own or operate hotels, motels, or other tourist accommodations, appointed by the High Point Chamber of Commerce.
- (f) One individual involved in the cultural arts or tourist attraction business, who has demonstrated an interest in tourism development, and does not own or operate hotels, motels, or other tourist accommodations, appointed by the High Point Chamber of Commerce.
- (g) One at-large individual who has demonstrated an interest in tourism development and does not own or operate hotels, motels, or other tourist accommodations, appointed by the High Point Chamber of Commerce.
- (h) One individual who has demonstrated an interest in tourism development and is a representative of a High Point public convention/trade show center, appointed by the High Point Chamber of Commerce.

- (i) Two at-large individuals who have demonstrated an interest in tourism development and do not own or operate hotels, motels, or other tourist accommodations, appointed by the Board of County Commissioners.
- (j) The President & CEO of the High Point Convention and Visitors Bureau, Inc., who shall be a non-voting, ex-officio member.

All voting members of the High Point Convention and Visitors Bureau Board shall serve without compensation. All members shall serve two-year terms and the term shall be October 1 to September 30 two years later. Members may serve no more than two consecutive terms. Members appointed to fill the at-large designations shall serve a full term, and have all voting rights and privileges. The members shall elect a chairperson, who shall also serve a two-year term if eligible. Members appointed to fill vacancies shall first serve for the remainder of the unexpired term for which they are appointed to fill, and then are eligible for appointment for a regular term. The Board shall meet at the call of the Chairperson, and shall adopt rules of procedure to govern its meetings. The Board shall appoint such ex-officio members as it deems appropriate.

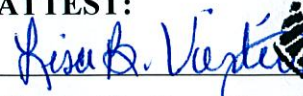
(7) The attached Exhibits are:

- (A) Overview & Program of Work
- (B) Proposed New Budget and Explanation
- (C) Occupancy Tax Comparison Current Year to Past Year
- (D) Financial Statement through April Current Year
- (E) Arts & Tourism Grants Awards for Current Year
- (F) Event Booking Incentives for Current Year
- (G) Board of Directors, Organizational Chart, and Chart of Staff Organizational Involvement

These exhibits are incorporated herein by reference and shall have the same force and effect as if set forth herein.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its behalf; and the Grantee has caused the same to be duly executed in its behalf as of the date first above written.

ATTEST:

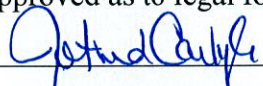

Lisa B. Vierling, City Clerk



CITY OF HIGH POINT, NORTH CAROLINA


Stribling Boynton, City Manager

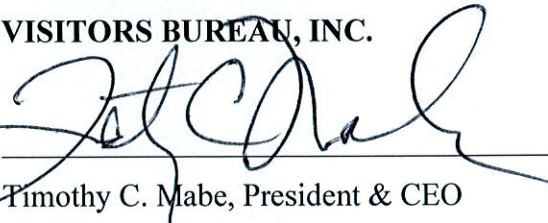
Approved as to legal form:


JoAnne Carlyle, City Attorney

HIGH POINT CONVENTION &
VISITORS BUREAU, INC.

ATTEST:


Mena F. Parrish, Board Chair


Timothy C. Mabe, President & CEO

OVERVIEW & PROGRAM OF WORK FY 2014 - 2017

1. NEW BUDGET

The Proposed Budget for the High Point Convention & Visitors Bureau (HPCVB) is for FY 14-15. The projected HMT revenues is \$1,534,500, which reflects an increase of 5% from projected actual receipts to end the current fiscal year FY 13-14 of \$1,459,650. The approved budget for FY 13-14 was \$1,404,182. The current Room Occupancy Tax Comparison shows steady increases over the previous year, with a FY 13-14 ending with a 7% increase over FY 2012-13 collections. Remaining conservative, the new budget reflects \$1,534,500 tax receipts plus \$1,500 interest, and \$97,736 EBI rollover totaling \$1,633,736. In addition, sponsorship revenues earmarked for marketing the new visitor center is \$75,000. The amount of sponsorship revenue that is earmarked to build up the reserves is \$75,000. The Regional Preferred Member Revenue for Marketing is projected at \$10,000. A copy of the May Financial Statement for FY 13-14 is attached.

The 15% room tax revenue allocated for the Arts & Tourism Grants Program is restricted at \$230,175; therefore, \$1,585,071 will be the Regular (Unrestricted Income) Budget. The proportion of the Budget for each segment is 28% Administrative, 15% Operations and 57% Marketing, which is well within the guidelines outlined by the Destinations Marketing Association International (DMAI) formerly International Association of Convention & Visitor Bureaus (IACVB). The Marketing Budget is \$983,440. This includes Convention Promotions, Tourism Promotions, as well as the Grants Program, which is a significant arm of the tourism effort for the City. The Event Booking Incentive (EBI) Line Item is \$150,000, which includes the roll over from the previous year of \$97,736, and Market Authority Line Item is \$150,000.

2. PARTNERSHIPS

Arts & Tourism Grants Program:

The Arts & Tourism Grants Program's 15% will be awarded to a number of arts and tourism related projects during FY 14-15. This current year, FY 13-14, support was awarded to 23 worthy projects totaling \$210,625. Some of the groups also received Event Booking Incentive (EBI) funds.

Funding for High Point Market Authority:

For FY 13-14, the HPCVB has allocated \$150,000 to the High Point Market Authority with the understanding that this will be a critical year for the Authority in its role of furthering the success of the High Point Market.

Events Booking Incentives:

A number of Event Booking Incentives were offered for conventions and events that were to occur in FY 13-14 and is projected to total \$51,264. The events booking program is more than incentives to book. It is expanded to include maintenance, retention, and support of groups. At the end of FY 13-14 \$97,736 will be rolled over into FY 14-15 EBI line item. These incentives continue to be successful tools in moving convention/event proposals from lead status to definite bookings.

3. ORGANIZATION

The Board of Directors consists of eleven Board Members, nine Ex-officio positions (including the Bureau CEO and the *Chairman Emeritus*) and four staff members. The Organizational Chart presents an overview of the High Point Convention & Visitors Bureau, the Board, Staff and Committees. The Bureau Staff currently consists of seven full time employees. In addition, Registrars and Visitor Information Specialists are employed on an 'as needed basis'. The Bureau staff holds memberships and board positions on a number of industry related organizations.

4. SUMMARY

The Bureau has always recognized its role to fill the City between the International Home Furnishings Markets, thereby keeping a year-round healthy hospitality environment. The Bureau's main focus continues to be *strong solicitation and service to overnight visitors, conventions, special events and trade shows; providing these visitors with outstanding services and insuring a most enjoyable experience for all.*

DRAFT HPCVB FY 14-15 BUDGET

<u>No.</u>	<u>ITEM</u>	<u>FY 13-14 Budget at 4% increase over projected year- end</u>	<u>FY 14-15 Budget at 5% increase over projected year-end</u>
<u>INCOME</u>			
<u>OCCUPANCY TAX COLLECTION</u>			
4101.0	Transient Occupancy Tax	1,404,182	1,534,500
<u>OTHER INCOME</u>			
4102.0	Interest Income	2,000	1,500
4105.0	Reserve EBI Carry Over	76,000	97,736
4106.0	Sponsorship Revenue Earmarked for Visitor Center Marketing	0	75,000
4106.1	Sponsorship Revenue Earmarked for Reserves	0	75,000
4107.0	Regional Preferred Member Revenue for Marketing	0	10,000
4108.0	Arts & Tourism Grants Carry Over	0	9,510
4106.1	Building Rental Credit Earmarked for Reserves	0	12,000
TOTAL BUDGET		1,482,182	1,815,246
<u>GRANT PROGRAM (15% of occupancy tax)</u>			
	Arts & Tourism Grants	210,627	230,175
INCOME (-15% grants)=Oper. Budget		1,271,555	1,585,071
<u>EXPENSES</u>			
<u>ADMINISTRATIVE EXPENSES</u>			
5201.0	Salaries (7 full-time staff positions)	408,600	377,267
5202.0	Retirement	20,430	22,000
5203.0	Life/Hosp/Dent. Ins.	63,813	64,900
5204.0	Soc. Security	31,258	28,860
5205.0	Unemployment Ins.	1,300	1,300
ADMINISTRATIVE EXPENSES TOTAL		525,401	494,327
<u>OPERATING EXPENSES</u>			
5301.0	Memberships/Subscriptions	5,115	5,405
5302.0	Travel/Entertainment	15,000	19,000
5303.0	General & Administrative Operations	53,375	104,000
5304.0	Postage/General	1,000	5,000
5306.0	Telephone	6,950	10,700
5307.0	Rent/Utilities	63,529	75,820
5308.0	Comm/Board Expenses	10,350	14,534
5309.0	Equipment	13,500	16,020
OPERATING EXPENSES TOTAL		170,739	250,479

No.	ITEM	FY 13-14 Budget at 4% increase over projected year- end	FY 14-15 Budget at 5% increase over projected year-end
CONVENTION PROMOTION EXPENSES			
5401.0	Convention Advertising	31,000	28,000
5402.0	Convention Services	314,700	324,000
5402.1	Convention Services	13,700	7,000
5402.5	Event Booking Incentives (includes \$97,736 roll over)	150,000	150,000
Convention Promotion Expenses Continued...			
5402.7	HP Market Authority	150,000	150,000
5402.8	Preferred Member Program	0	12,000
5402.9	Special Services	1,000	5,000
5403.0	Entertainment	800	2,000
5404.0	Literature/Printing	25,500	17,000
5405.0	Memberships - Convention	6,205	6,205
5406.0	Postage - Convention	2,000	1,500
5407.0	Conv. - Special Promotional Projects	35,500	67,000
5408.0	Subscription/Publications	250	250
5409.0	Travel - Convention	29,000	29,000
5410.0	Trade Shows - Convention	12,000	8,700
5412.0	Audiovisuals	1,000	1,500
5413.0	Intern(s)	0	7,200
CONVENTION PROMOTIONS EXPENSES TOTAL		457,955	492,355
TOURISM PROMOTION EXPENSES			
5501.0	Advertising	26,500	51,000
5502.0	Audiovisuals	1,000	1,500
5503.0	Tourism - Literature/Printing	32,500	24,000
5504.0	Memberships/Subscriptions - Tourism	400	600
5505.0	Postage - Tourism	1,700	2,500
5506.0	Special Projects	16,500	19,500
5507.0	Travel/Entertainment	1,700	2,000
5508.0	Travel Shows	0	6,000
5509.0	Visitor Information Center	6,360	30,300
5512.0	Web	10,000	18,000
5513.0	Visitor Center Marketing	10,000	96,000
TOURISM PROMOTION EXPENSES TOTAL		107,460	251,400

No.	ITEM	FY 13-14 Budget at 4% increase over projected year- end	FY 14-15 Budget at 5% increase over projected year-end
TOTAL EXPENSES BEFORE GRANT EXPENSES		1,261,555	1,488,561
GRANT EXPENSES			
5800.0	Arts & Tourism Grants Program	210,627	230,175
5800.2	Arts & Tourism Grants Program Carry Over	0	9,510
TOTAL GRANT EXPENSES		210,627	239,685
TOTAL EXPENSES		1,472,182	1,728,246
Total Marketing Expense		776,042	983,440
Subtotal of Income over Expenses		10,000	87,000
Sponsorship Expenses Earmarked for Reserves		10,000	75,000
Building Rental Credit Earmarked for Reserves		0	12,000
Total Earmarked for Reserves (Year 1 Payback for Building/Move/Visitor Center Buildout)		0	87,000
Excess of Income over Expenses		0	0

PROPOSED BUDGET FOR FY 14-15 EXPLANATION

The Transient Occupancy Tax Collection for FY 14-15 is proposed to be \$1,534,500, which is an increase of 5% over receipts for FY 13-14.

The tax receipts for FY 13-14 are an estimated to end at around \$1,461,446, which will be a 7% increase of receipts from FY 12-13.

The **Budget Allocations** are distributed as follows:

	<u>HPCVB</u>	<u>DMAI *</u>
Administrative (Personnel) Expenses	28 %	39 %
Operating Expenses	15 %	13 %
Marketing Expense (Convention, Tourism & Grants)	57 %	48 %

* *(Based on Destinations Marketing Associations International [DMAI] formerly International Association of Convention & Visitor Bureaus. [IACVB])*

The **Administrative Expense** – the current staff of seven will receive a 5% COLA increase. Everyone is eligible for the retirement plan. One staff person moves into another age bracket for insurance.

The Operations Expense

- We upgraded our phone equipment since the move to the Chamber building. Last update was in 2002
- We added another small copier lease as we are phasing out our personal printers to move towards networking to the 2 copy machines. This will be a cost savings in the long run.
- Rent will increase in terms of our lease agreement with the Chamber
- General and Operating Expenses has increase due to more public outreach, community engagement, partnership opportunities. We have budgeted for a new server and wireless network as this equipment is aging and we have had issues with it
- We now have catered lunches on site for Board Meetings which is an added expense

The Marketing Expense

Convention Promotions –

#5401 Convention Advertising will focus on ad placements in print and digital in Connect, Convention South, Smart Meetings, IHFC Resource Guide, Market Dining Guide, Association News & Sports Travel, Sports Destination Management, and Sports Events Magazine.

#5402 Convention Services will focus on group services, incentive gifts, and the Preferred Member Program for area restaurants and industry partners

#5402.5 Event Booking Incentive (EBI) line item is budgeted at \$150,000. It should also benefit from any roll over EBI from FY 13-14 which will be factored in at the end of the year.

#5402.7 High Point Market Event Support line item is budgeted at **\$150,000**.

#5407 Convention Special Projects line item is budget at \$67,000 that will include Updates to the Web-marketing program, direct sales e-marketing program, Client FAM tour scheduled for September, and PR marketing campaign

#5410 Convention Tradeshow line item is budgeted for \$8,700 that includes Connect Tradeshow (Small Meetings, Association, and Sports Market), NC Sports Association (Sports), National Association of Sports Commissions (Sports), TEAMS (Sports) and other opportunities as they arise.

Tourism Promotions

#5501 Tourism Advertising – we will invest more advertising with the NC Travel Guide as well as an enhanced listing on Visit NC, Carolina Field Trips, Our State, Yes Weekly, Black Theatre Festival, Central Carolina Furnishings Shopping Guide, Time Warner Cable (outside viewing area) and more placements in Southern Living.

#5503 Tourism – Literature/Printing – we will print more African American Heritage Guide, Visitor Guides, Map Pads, Postcard Mailing to past visitors

#5506 Tourism Special Projects – we will conduct a VIP Tour in conjunction with a customer service seminar, annual meeting, awards ceremony for Industry Partners, Call Center Fam, Open House for Visitor Center, and special web-marketing initiatives like Google Ads, Message on Hold Advertising, and social media pay to play opportunities during heavy event months.

Explanation of FY 14-15 Proposed Budget

#5508 Travel Shows – We are joining NC Motor Coach Association and plan to attend Travel South to capture more group tours and motor coach opportunities.

#5509 Visitor Information Center – We plan to bring back our Visitor Information Specialist for Weekend outreach after Visitor Center opens

#5800 Arts & Tourism Grants line item is 15% of budget where program starts May 1st. We also had \$9,510 that we rolled over to FY 14-15 as we brought in additional occupancy tax and need to expend 15% of that amount. This will make the grants line item \$239,685

- **#5513 Visitor Center Marketing** line item includes marketing to motorcoach, billboard campaign. We will be adding parking service in partnership with the Chamber to monitor limited parking availability and act as an outside greeter to direct patrons to the right entrances for CVB, Chamber, GTCC, Coble, Score, Etc.

OCCUPANCY TAX COMPARISON 2013-2014 to PAST YEAR 2012-2013

Month	Month	Monthly Amt.	Total Amt.	Monthly Amt.	Total Amt.	% Change	Diff. from Last Yr.	Diff. from Last Yr.	% Change
Received	Collected	Rec'd 13-14	YTD 13-14	Rec'd 12-13	YTD 12-13	by Month	by Month	YTD	YTD
Jul-13	May-13	\$121,763	\$121,763	\$121,663	\$121,663	\$100	\$100	\$100	0
Aug-13	Jun-13	\$114,108	\$235,871	\$119,817	\$241,480	(\$5,709)	(\$5,609)	(\$5,609)	-2
Sep-13	Jul-13	\$113,577	\$349,448	\$106,444	\$347,924	\$7,133	\$1,524	\$1,524	0
Oct-13	Aug-13	\$118,519	\$467,967	\$116,085	\$464,009	\$2,434	\$3,958	\$3,958	1
Nov-13	Sep-13	\$124,127	\$592,094	\$104,155	\$568,164	\$19,972	\$23,930	\$23,930	4
Dec-13	Oct-13	\$171,488	\$763,582	\$158,324	\$726,488	\$13,164	\$37,094	\$37,094	5
Jan-14	Nov-13	\$104,941	\$868,523	\$96,854	\$823,342	\$8,087	\$45,181	\$45,181	5
Feb-14	Dec-13	\$75,780	\$944,303	\$75,898	\$899,240	(\$118)	\$45,063	\$45,063	5
Mar-14	Jan-14	\$81,537	\$1,025,840	\$75,545	\$974,785	\$5,992	\$51,055	\$51,055	5
Apr-14	Feb-14	\$109,542	\$1,135,382	\$96,305	\$1,071,090	\$13,237	\$64,292	\$64,292	6
May-14	Mar-14	\$161,815	\$1,297,197	\$128,669	\$1,199,759	\$33,146	\$97,438	\$97,438	8
Jun-14	Apr-14	\$162,453	\$1,459,650	\$164,249	\$1,364,008	(\$1,796)	\$95,642	\$95,642	7

HIGH POINT CONVENTION VISITOR BUREAU - FINANCIAL - MAY FY 13/14

No.	Item	ACTUAL Month-May This Year 13/14	ACTUAL Month-May This Year 12/13	ACTUAL YTD This Year 13/14	ACTUAL YTD This Year 12/13	Budget HPCVB FY 13/14	11 Month Estimate	YTD Variance
INCOME								
4101	Transient Occ. Tax (March)	161,815	128,669	1,297,197	1,264,051	1,404,182	1,287,167	10,030
4102	Interest Income	82	128	1,264	1,310	2,000	1,833	(569)
4103	Other Income	0	0	16,676	16,676	0	0	16,676
4104	Other Rents Received	0	0	0	0	0	0	0
4105	Reserve Carry Over EBI	0	0	0	0	76,000	69,667	(69,667)
4106	Sponsorship Revenue for Visitor Center Marketing	10,000	0	10,000	0	0	0	10,000
4106	Sponsorship Revenue for Reserve	14,000	0	14,000	0	0	0	14,000
	TOTAL INCOME	185,897	128,797	1,339,137	1,282,037	1,482,182	1,358,667	(19,530)
	Restricted A & T Grant Income	17,552	16,586	193,072	182,446	210,627	193,075	(3)
	UNRESTRICTED INCOME	168,345	112,211	1,146,065	1,099,591	1,271,555	1,165,592	(19,527)
EXPENDITURES								
Administrative								
5201	Salaries	30,174	31,531	328,469	329,825	408,600	374,550	(46,081)
5202	Retirement	1,509	0	18,236	16,727	20,430	18,728	(492)
5203	Life/Hosp/Dent. Ins.	4,771	4,758	49,706	49,693	63,813	58,495	(8,789)
5204	Soc. Security	2,298	2,371	24,930	25,003	31,258	28,653	(3,723)
5205	Unemployment Ins.	81	0	797	716	1,300	1,192	(395)
	TOTAL ADMINISTRATIVE EXP.	38,833	38,660	422,138	421,964	525,401	481,618	(59,480)
Operations								
5301	Memberships Local	2,960	0	7,899	4,940	5,115	4,689	3,210
5302	Travel Local	1,193	3,553	17,649	19,292	15,000	13,750	3,899
5303	General & Administrative	3,039	7,408	53,698	58,862	53,375	48,927	4,771
5304	Postage/General	10	(314)	5,910	5,586	1,000	917	4,993
5305	Parking	0	160	960	1,120	1,920	1,760	(800)
5306	Telephone	970	593	8,872	8,551	6,950	6,371	2,501
5307	Rent/Utilities - Bureau	5,398	5,429	62,124	62,155	63,529	58,235	3,889
5308	Comm/Board Expenses	1,599	643	11,219	9,923	10,350	9,488	1,732
5309	Equipment	3,203	6,550	23,505	30,644	13,500	12,375	11,130
	TOTAL OPERATIONS EXPENSE	18,372	24,022	191,836	201,073	170,739	156,511	35,325
Convention Promotion								
5401	Advertising	835	1,220	27,075	27,460	31,000	28,417	(1,342)
5402	Convention Services	0	151	10,623	9,775	14,700	13,475	(2,852)
5403	Convention Services - Event Booking Incentive	0	0	43,264	43,264	150,000	137,500	(94,236)
5403	IHFMA Furn. Market Support	12,500	12,500	137,500	137,500	150,000	137,500	0
5403	Entertainment	0	154	1,560	1,714	800	733	827
5404	Literature/Printing	0	0	4,296	4,296	25,500	23,375	(19,079)

No.	Item	ACTUAL		YTD		Budget HPCVB FY 13/14	11 Month Estimate	YTD Variance
		Month-May This Year 13/14	Month-May This Year 12/13	This Year This Year 13/14	This Year This Year 12/13			
5405	Memberships	0	0	3,000	3,000	6,205	5,688	(2,688)
5406	Postage	20	14	259	253	2,000	1,833	(1,575)
5407	Special Projects	13,742	2,000	67,229	51,237	35,500	32,542	34,687
5408	Subscription/Publ.	0	0	84	84	250	229	(145)
5409	Travel	1,649	4,438	23,600	24,812	29,000	26,583	(2,983)
5410	Trade Shows	2,450	2,295	10,599	10,444	12,000	11,000	(401)
5412	Audio-Visuals	0	0	0	0	1,000	917	(917)
5413	Systems/Intern	0	0	0	0	0	0	0
TOTAL CONVENTION PROM.		31,196	22,772	329,089	313,839	457,955	419,792	(90,703)
Tourism Promotion								
5501	Advertising	(3,512)	0	24,819	28,331	26,500	24,292	527
5502	Audio Visuals	0	0	0	0	1,000	917	(917)
5503	Literature/Printing	0	2,790	3,539	6,329	32,500	29,792	(26,253)
5504	Memberships	0	0	176	176	400	367	(191)
5505	Postage	0	817	404	1,221	2,500	2,292	(1,888)
5506	Special Projects	2,400	266	18,809	16,676	16,500	15,125	3,684
5507	Travel/ Entertainment	273	184	1,553	1,462	1,700	1,558	(5)
5508	Travel Shows	0	0	0	0	0	0	0
5509	Visitor Info Ctr.	55,653	256	139,265	84,320	6,360	5,830	133,435
5512	Web	0	0	11,861	11,862	10,000	9,167	2,694
5513	Signage/Billboards	1,595	0	14,020	0	10,000	9,167	4,853
TOTAL TOURISM PROMOTION		56,409	4,313	214,446	150,377	107,460	89,550	115,941
Subtotal unrestricted expenses		144,809	89,767	1,157,508	1,087,253	1,198,969	1,147,470	1,083
Net unrestricted income after expenses		23,536	22,444	(11,443)	12,338	5,000	18,122	(20,610)
ARTS & TOURISM GRANTS PROGRAM								
Restricted A & T Grant Income		17,552	16,586	193,072	182,446	210,627	193,075	(3)
5800	Restricted A & T Grants Expense	19,908	7,383	204,872	192,345	210,627	193,075	11,797
Net restricted income after expenses		(2,356)	9,203	(11,800)	(9,899)	210,627	193,075	11,797
TOTAL EXPENDITURES		164,717	97,150	1,362,380	1,279,598	1,472,182	1,340,545	12,880
Excess Receipts of Expenses		21,180	31,647	(23,243)	2,439	1,482,182	1,349,708	3,717
						0	0	(23,243)

HPCVB Arts & Tourism Grants FY 14-15

ORGANIZATION	PROJECT	GRANT AWARD
Theatre Art Galleries	Audience Awareness Campaign	\$3,337
Historic Jamestown Society	Mendenhall Plantation Website Project	\$1,500
High Point Theatre	Passport to Entertainment Series	\$6,000
Culler Senior Center	3rd Annual Triad Pickleball Tournament	\$956
High Point Area Arts Council	Capitol Campaign for Centennial Station Arts Center	\$33,000
High Point Area Arts Council	Marketing and Ticketing for Arts & Entertainment Events	\$12,500
Piedmont Triad Film Commission	Reel Scout and Tradeshow	\$10,800
Big Brothers Big Sisters of the Central Piedmont	Spider Digital Tennis Classic	\$3,537
Friends of John Coltrane	5th Annual John Coltrane Intl. Jazz and Blues Festival	\$41,378
High Point Swim Club	Splash Back to High Point	\$5,050
High Point Community Chorus	17th Annual Concert	\$660
Piedmont Artists	Spring Concert Series 2015	\$530
High Point Community Concert Assn.	2014 Concerts	\$625
The City Project	Enhancing a Sense of Place in the Core City	\$11,050
Piedmont Soccer Alliance	Phillips Park Soccer Complex Improvement Phase #3	\$17,049
High Point Parks & Recreation / HP Youth Council	Teambuilding / Leadership State Youth Council Conference	\$1,120
High Point Parks & Recreation	July 4th Uncle Sam Jam at Oak Hollow Festival Park	\$1,504
High Point Parks & Recreation	Renewal of Explore High Point	\$1,710
HiToms Baseball	Multipurpose Athletic Facility	\$8,100
Children's Home Society of NC	Ilderton Beach Music Blasts	\$4,600
Southwest Renewal Foundation of High Point	HP Antiques, Arts, and Accessories Sale	\$2,700
Southwest Renewal Foundation of High Point	HP Core City Public Art Pilot Project	\$1,440
J Gallery Fine Art / Bienenstock Furniture Library	2014 Piedmont Plein Air Paintout	\$17,550
High Point Historical Society	Gwendolyn Magee Exhibit Marketing Campaign	\$2,160
Carl Chavis YMCA	Splash Pad	\$12,400
High Point Cycling Classic	2014 High Point Cycling Classic	\$31,629
Carolina Preps	High Point Basketball Classic	\$4,300
Macedonia Family Resource Center	Triple-H Hunger Stomp 5k	\$2,500
	FY 14-15 Grant Allocation \$239,685	\$239,685

**HPCVB Arts & Tourism Grants
FY 13-14**

ORGANIZATION	PROJECT	GRANT AWARD
The North Carolina Shakespeare Festival	The Phoenix Project	\$29,000
Theatre Art Galleries	Audience Development & Advertising Blitz	\$2,875
Historic Jamestown Society	Publicity & Advertising Campaign	\$1,000
Veterans Memorial of High Point	2013 Veteran's Day Parade	\$600
High Point Theatre	Passport to Entertainment Series	\$7,000
Roy B Culler Senior Center	2nd Annual Pickleball Tournament	\$800
High Point Area Arts Council	Capital Campaign for Centennial Station Arts Center	\$33,500
High Point Area Arts Council	Marketing Budget for Arts & Entertainment	\$8,000
Piedmont Triad Film Commission	Reel Scout and Tradeshow	\$12,500
Big Brothers Big Sisters of the Central Piedmont	Spider Digital Tennis Classic	\$2,000
Friends of John Coltrane	4th Annual John Coltrane International Jazz and Blues Festival	\$46,450
War Memorial Foundation	Carolina Field of Honor	\$18,270
High Point Swim Club	Splash Back to High Point	\$7,740
High Point Community Chorus	16th Annual Concert	\$500
Piedmont Artists	Spring Concert Series 2014	\$400
High Point Community Concert Assn.	79th Season Concert	\$625
The City Project	Creating a Sense of Place in the Core City	\$11,250
Piedmont Soccer Alliance	Complex Improvements	\$13,995
High Point Parks & Recreation	Explore High Point Marketing Project - Renewal	\$1,550
High Point Parks & Recreation	July 4th Uncle Sam Jam	\$2,520
Rosetta Baldwin Foundation	The African American Soldier Exhibit	\$3,250
Children's Home Society of NC	Ilderton's Beach Music Blast	\$3,600
Southwest Renewal Foundation	HP Home Furnishings and Design Tours	\$3,200
	<u>FY 13/14 Grant Allocation</u>	
	\$210,625	\$210,625

**EVENT BOOKING INCENTIVES
PROPOSED/DEFINITE
FY 13-14**

<u>GROUP</u>	<u>AMOUNT</u>	<u>AMOUNT GIVEN</u>
High Point Golf Swingers	\$2,000	\$2,000
Renaissance Natural Bodybuilding Contest	\$1,500	\$1,500
Piedmont Soccer Alliance	\$2,500	\$2,500
NC District East Civitans	\$3,000	\$664
2013 All Class Tailgate Reunion Fundraiser - William Penn Tigers	\$2,000	\$2,000
HPU Fall Family Weekend	\$1,000	\$1,000
HPU Fall Alumni Weekend	\$1,000	\$1,000
Miss NC USA Teen and Miss NC USA Pageant	\$10,000	\$10,000
Special Olympics	\$10,000	\$10,000
Macedonia Annual Legends All-Star Tournament	\$600	\$600
Showtime - ITMA	\$14,000	\$14,000
HPU Spring Family Weekend	\$1,000	\$1,000
2014 Furniture City Long Course Swim Meet	\$2,000	\$2,000
Willow Creek Senior Golf HOF Championship	\$2,000	\$2,000
Hi-Toms Baseball - Team USA Championship	\$1,000	\$1,000
 TOTAL TO DATE	 \$53,600	 \$51,264

<u>Board Member</u>	<u>Representing</u>	<u>Terms</u>	<u>Appointed By:</u>
Mena Parrish Chair JH Adams Inn 1108 N. Main St.; 27262 Work: 336-882-3267 MParrish@JHAdamsInn.com	Voting Hotels with 100 or fewer rooms	10/10 – 9/12* 10/12 – 9/14	County
George Clopton Vice-Chair Ralph Lauren Corp. 4100 Beechwood Dr.; Greensboro NC 27410 Work: 336-632-5005 George.Clopton@RalphLauren.com	Voting At-Large	12/12 – 9/14*	Chamber
Mary Lou Blakeney Treasurer 1411-D Bergamot Loop.; 27262 Cell: 336-471-3178 Purplelady44@gmail.com	Voting At-Large	10/11 – 9/13* 10/13 – 9/15	County
Meredith Williams Asst. Treasurer Pepper Moon Catering 1068 Boulder Rd. Greensboro, NC 27409 Work: 336-218-8858 MWilliams@Peppermooncatering.com	Voting Restaurants/Food Service Business	12/12 – 9/14*	Chamber
A. Doyle Early Jr. Chairman Emeritus Wyatt Early Harris Wheeler P.O. Drawer 2086; HP NC 27261 Work: 336-819-6046 DEarly@WEHWLaw.com	Ex-Officio Chairman Emeritus	One of HPCVB's Founders Ex-Officio 1996 Ex Officio Emeritus 1998 Chairman Emeritus 2008	HPCVB Board
Jim Morgan Past Chairman Morgan, Herring, Morgan, Green, & Rosenblutt P.O. Box 2756; HP NC 27262 Work: 883-6177 JimMorgan@MorganHerring.com	Ex-Officio Past Chair	Term Began 10/11	HPCVB Board

FIT = Fulfilled Incomplete Term

*=Renewable Term

Updated 6/27/14

<u>Board Member</u>	<u>Representing</u>	<u>Terms</u>	<u>Appointed By:</u>
Nancy Auman Courtyard by Marriott High Point 1000 Mall Loop Rd.; 27262 Work: 336-882-3600 Nancy.Auman@Marriott.com	Voting Tradeshow/Convention Ctr.	12/12-9/14*	Chamber
Susan Brown Wells Fargo 200 N. Main St.; HP NC 27260 Work: 336-887-7642 Susan.Brown1@WellsFargo.com	Voting Chamber	10/11 – 9/13* 10/13 – 9/15	Chamber
Bruce Davis County Commissioner KidAppeal 1010 Greensboro Rd.; HP NC 27260 Work: 336-887-3684; 336-688-2431 KidAppeal@Triadbiz.rr.com	Voting County Commissioner	12/12-9/14*	County
Claire Horney Re.source.ful 1314 Long St. Suite 107; 27262 Home: 336-687-6696 ResourcefulClaire@gmail.com	Voting At-Large	12/12-9/14*	County
Stephen Nalley HP Plaza Hotel & Conference Ctr. 135 S. Main St. High Point, NC 27260 336-889-8888 Snalley@innercircleus.com	Voting Hotels with more than 100 rooms	6/1 – 9/13* FIT 10/13 – 9/15 *	County
Councilman Jay Wagner 229 Edgedale Dr.; 27262 Home: 336-885-3664 Jay.Wagner@highpointnc.gov	Voting City Council	1/12-12/14*	City Council
Doug Witcher Smart Choice 1589 Skeet Club Rd. #102; 27265 Work: 336-217-4650 DWitcher@smartchoiceagents.com	Voting Arts/Tourist Attraction	12/12 – 9/14*	Chamber
Leah Price EDC Chairman BB&T 620 N. Main St.; 27260 Work: 336-889-1121 LPPrice@BBandT.com	Ex-Officio High Point EDC	Term Began 11/14 in conjunction with EDC Chairmanship	HP EDC

FIT = Fulfilled Incomplete Term

*=Renewable Term

Updated 6/27/14

<u>Board Member</u>	<u>Representing</u>	<u>Terms</u>	<u>Appointed By:</u>
Tom Conley High Point Market Authority 164 S. Main St. Suite 700.; HP NC 27260 336-869-1000 Tom@HighPointMarket.org	Ex-Officio Market Authority	Term Began 8/11 in conjunction with Market Authority Role	HP Market Authority
Tim Ilderton Chamber Chairman Ilderton Chrysler Jeep Dodge 701 S. Main St.; 27260 Work: 336-822-8717 Tilderton@Ilderton.com	Ex-Officio High Point Chamber	Term Began 1/14 in conjunction with Chamber Chairmanship	HP Chamber
Janette McNeill Dean of HP Campus GTCC 901 S. Main St.; HP NC 27260 Work: 336-454-1126 JNMcneill@GTCC.edu	Ex-Officio GTCC	Term began 11/08 in conjunction with GTCC role	GTCC
Don Scarborough VP of Community Relations HPU 833 Montlieu Ave.; HP NC 27262 Work: 336-841-9214 DScarbor@HighPoint.edu	Ex-Officio High Point University	Term began 8/09 in conjunction with High Point University role	HPU
Richard Wood Wells Fargo Advisors 1725 N. Main St.; 27262 Work: 336-878-7510 Cell: 336-848-2121 Rfwood@northstate.net	Ex-Officio City Project	Term Began 1/13 in conjunction with the City Project	City Project
Tim Mabe President & CEO High Point CVB P.O. Box 2273; HP NC 27261 Work: 336-884-5255 TMabe@HighPoint.org	Ex-Officio HPCVB President & CEO	Term began 2/11 in conjunction with HPCVB role	HPCVB

FIT = Fulfilled Incomplete Term

*=Renewable Term

Updated 6/27/14

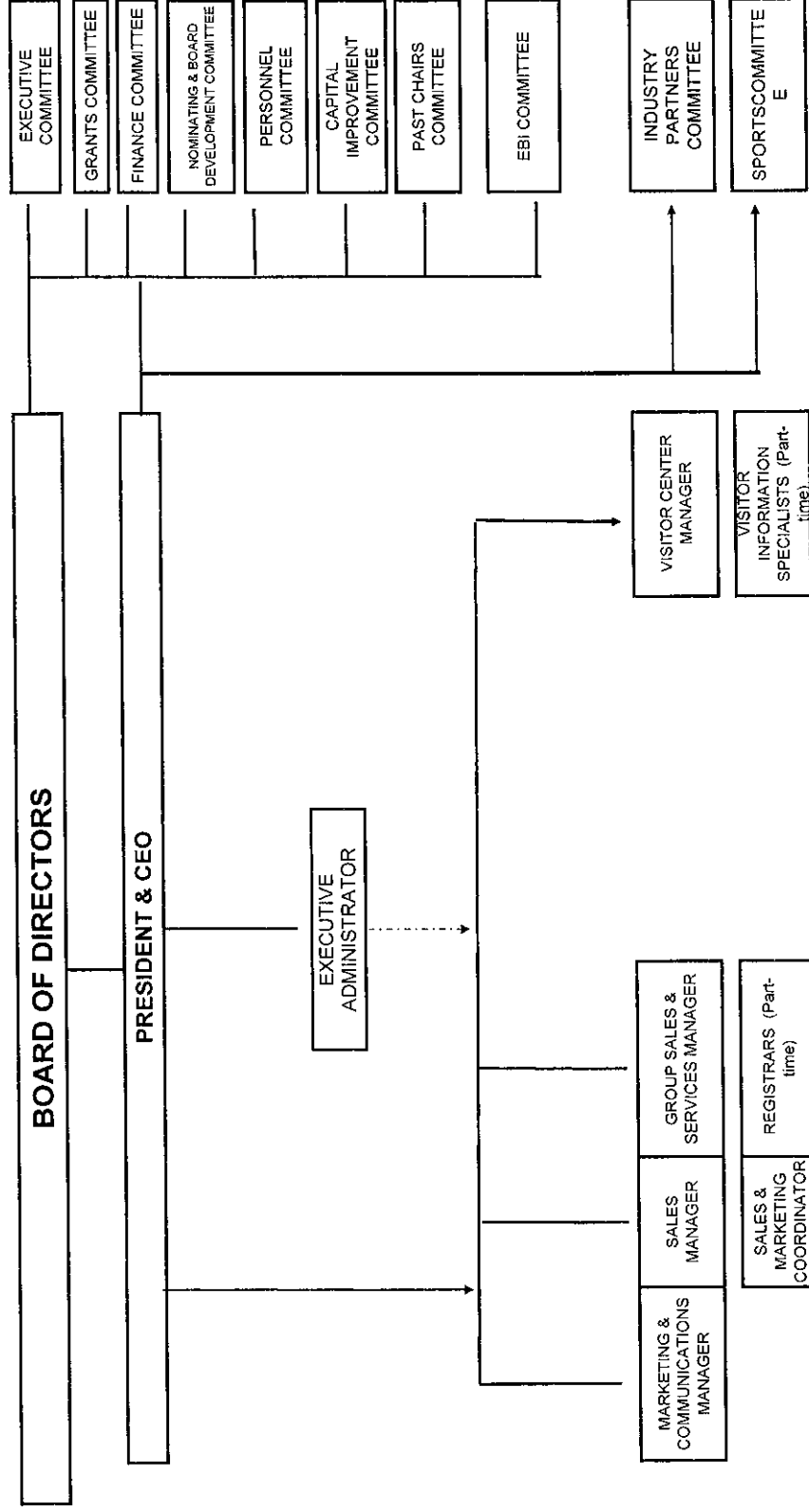
Board Member			
Nancy Bowman Marketing & Communications Mgr. High Point CVB P.O. Box 2273; HP NC 27261 Work: 336-884-5255 NBowman@HighPoint.org	HPCVB Marketing & Communications Mgr.	Term began 8/02 in conjunction with HPCVB role	HPCVB
Melody Burnett Board Secretary/Executive Administrator High Point CVB P.O. Box 2273; HP NC 27261 Work: 336-884-5255 MBurnet@HighPoint.org	HPCVB Corporation Secretary	Term began 5/03 in conjunction with HPCVB role	HPCVB
Gillian Dobbins Group Sales & Services Manager High Point CVB P.O. Box 2273 HP NC 27261 Work: 336-884-5255 GDobbins@HighPoint.org	HPCVB Group Sales & Services Manager	Term began 1/12 in conjunction with HPCVB role	HPCVB
Marva Wells Sales Manager High Point CVB P.O. Box 2273; HP NC 27261 Work: 336-884-5255 MWells@HighPoint.org	HPCVB Sales Manager	Term began 7/05 in conjunction with HPCVB role	HPCVB

FIT = Fulfilled Incomplete Term

*=Renewable Term

Updated 6/27/14

High Point Convention & Visitors Bureau



Tim Mabe, President & CEO
 Melody Burnett, Executive Administrator
 Nancy Bowman, Marketing & Communications Manager
 Marva Wells, Sales Manager
 Gillian Dobbins, Group Sales & Services Manager
 Joyce Allen-Crawford, Visitor Center Manager
 Janet Siler, Sales & Marketing Coordinator

HPCVB INVOLVEMENT

Fiscal Year 2013/2014

CITY REPRESENTATION

Chamber of Commerce	Chair Parrish, Tim Mabe (substitute)
Economic Development Committee	Chair Parrish, Tim Mabe (substitute)
NC Shakespeare Festival	Nancy Bowman
Leadership High Point Alumni	Tim Mabe, Melody Burnett
Furniture Market Authority	Tim Mabe
High Point Showroom Association	Joyce Allen-Crawford
City Project Board	Tim Mabe
Uptowne High Point Committee	Melody Burnett
HP Partners Board	Tim Mabe
HP Partners Task Force Committee	Tim Mabe & Melody Burnett
South Main St./GTCC Committee	Gillian Dobbins
Downtown/Market District Committee	Tim Mabe

COUNTY REPRESENTATION

Guilford County Hotel/Motel Association	Gillian Dobbins
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TRIAD REPRESENTATION

Piedmont Triad Film Commission	Tim Mabe
Piedmont Triad Sports Clubs	Marva Wells
Piedmont Triad Host DMO Group	Tim Mabe & Nancy Bowman

STATE REPRESENTATION

Association Executives of North Carolina	Gillian Dobbins & Mara Wells
Governor's Conference - Tourism	Tim Mabe & Nancy Bowman
Meeting Professionals International - Carolinas Chapter	Gillian Dobbins & Marva Wells
National Association of Sports Commissions	Marva Wells
NC Tourism Industry Association	Tim Mabe

NATIONAL REPRESENTATION

CONNECT	Marva Wells
IAVM - National & Regional	Tim Mabe & Gillian Dobbins
TEAMS	Marva Wells

A RESOLUTION AMENDING THE LAND USE PLAN FOR THE HIGH POINT PLANNING AREA

WHEREAS, the City Council of the City of High Point adopted the *Land Use Plan for the High Point Planning Area* on April 6, 2000, and

WHEREAS, changing circumstances may warrant that from time to time a particular land use designation be changed from one classification to another; and

WHEREAS, public hearings were held before the High Point Planning and Zoning Commission on June 24, 2014, and before the City Council of the City of High Point on July 21, 2014, regarding this proposed amendment (LUPA 14-03) to said *Land Use Plan for the High Point Planning Area*.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HIGH POINT, NORTH CAROLINA:

SECTION 1. That the *Land Use Plan for the High Point Planning Area* be amended by redesignating approximately 3.5 acres (Guilford County tax parcel 0196568 & portion of 0196569) from Office to Community/Regional Commercial.

SECTION 2. Should any section or provision of this resolution be declared invalid, such decision shall not affect the validity of remaining portions of this resolution.

SECTION 3. This resolution shall become effective immediately upon adoption.

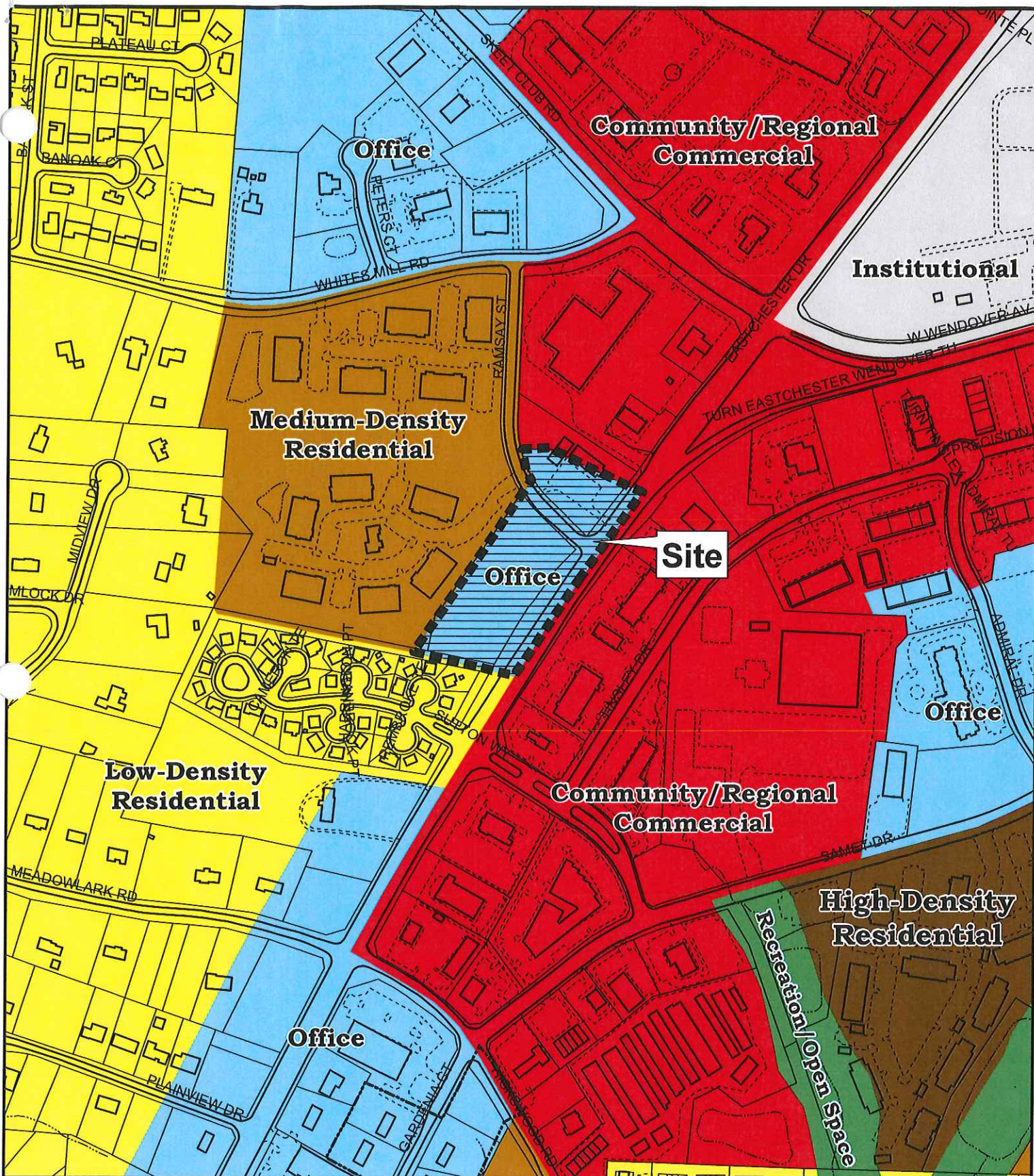
Adopted by City Council
this 21st day of July, 2014



Lisa Vierling, City Clerk



The complete file for this Land Use Plan Map Amendment may be inspected at the City of High Point Department of Planning and Development, Municipal Office Building, 211 South Hamilton Street, High Point, North Carolina.



LAND USE PLAN AMENDMENT 14-03

Request: From: Office

To: Community/Regional Commercial

Existing Land Use Plan

Subject Property Boundary



Planning & Development
Department

City of High Point

Date: June 25, 2014



Scale: 1"=400'
G:\Planning\Secure\ba-pz/
2014\pz\z14-06lu.mxd



**HIGH POINT
FIRE DEPARTMENT**

Office of the Chief



June 9, 2014

Strib Boynton
City Manager
City of High Point

Subject: Request to Award Fire Training Tower Contract for Construction

I respectfully request that the following be included for consideration at the next city council meeting on June 16, 2014.

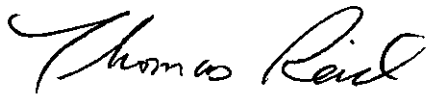
The Fire Department Training Tower was demolished in the fall of 2013 due to being condemned and unsafe. The demolished tower was built around 1950 and has served the Fire Department very well for over 60 years. We are required by ISO to provide a multistory training building and a dedicated training facility for use by our personnel. This training facility also provides a place to acquire and hone necessary skills in regards to the safety of our personnel, job requirements and state mandated certifications. A proposal was made to your office and the city council for funding to replace the tower and make site improvements. It was approved and included in the two-thirds bond funding request your office presented to city council. This request was granted and funded by city council for the training facility and site improvements.

We have met with the Purchasing Director and the Moser Mayer Phoenix Architect, who are assisting us with this project. This phase of the project is for a General Contractor, who will be responsible for erection of the building, foundation and electrical, was bid through City of High Point Purchasing Department. After review and recommendation by Moser Mayer Phoenix Associates, PA, we request that the Contract for Construction be awarded to Bar Construction who is the apparent responsible low bidder. The contract cost for this phase of the project is \$228,321.00. The facility we are erecting should serve us well for 40 to 50 years with proper maintenance.

This is the second of several recommendations that will need Council approval for this project. We are anticipating having this project completed by October or November of 2014. I look forward to working with Council and your office to complete this project and provide a top shelf training facility for our department.

The Fire Department is recommending Bar Construction be awarded this contract.

Sincerely,

A handwritten signature in black ink that reads "Thomas Reid". The signature is written in a cursive, flowing style.

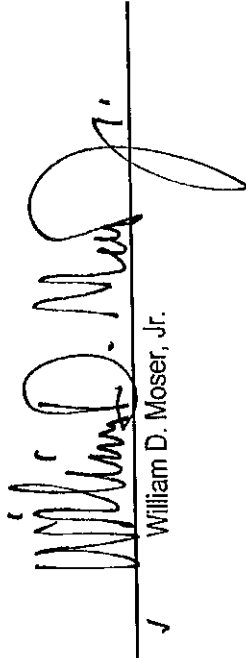
Thomas Reid
Fire Chief

High Point Fire Department
Fire Training Structure Erection
High Point, North Carolina
MMPA Project No. 14028.00

Bid Tabulation – June 5, 2014 2:00pm

General Contractor	License No.	Addenda 1&2	Base Bid	Alternate 1
Bar Construction	7973	J	\$218,979.00	\$9,342.00
Central Builders	4176	J	\$231,000.00	\$10,900.00
Silas Ridge Construction	51313	J	\$263,987.00	\$10,000.00

Certified by:


William D. Moser, Jr.

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

**ORDINANCE
REQUEST:**

Ordinance to Demolish

**PROPERTY
ADDRESS:**

905 Worth Street

OWNER:

Irene Palamanis

**FIRST
INSPECTION:
2-22-2013**

Summary of Major Violations
1) damaged roof system
2) rotten flooring system capable of collapsing
3) heating unit has been removed
4) electrical system has been removed
5) plumbing system has been removed
6) structurally unsafe porch flooring
7) interior walls removed

**HEARING
RESULTS:
3-22-1013**

The owners 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. There are structural violations creating an unsafe dwelling. The dwelling is currently uninhabitable due to numerous Minimum Housing Code violations. In its present state necessary repairs to the dwelling exceed 50% of the current tax value. The Guilford County Tax value of the dwelling is \$21,900. The repair estimate is \$23,700.

**ORDER(S)
ISSUED:
6-24-2013**

Order to Repair or Demolish with a compliance date of 6-24-2013

APPEALS:

No appeals to date.

**OWNER
ACTIONS:**

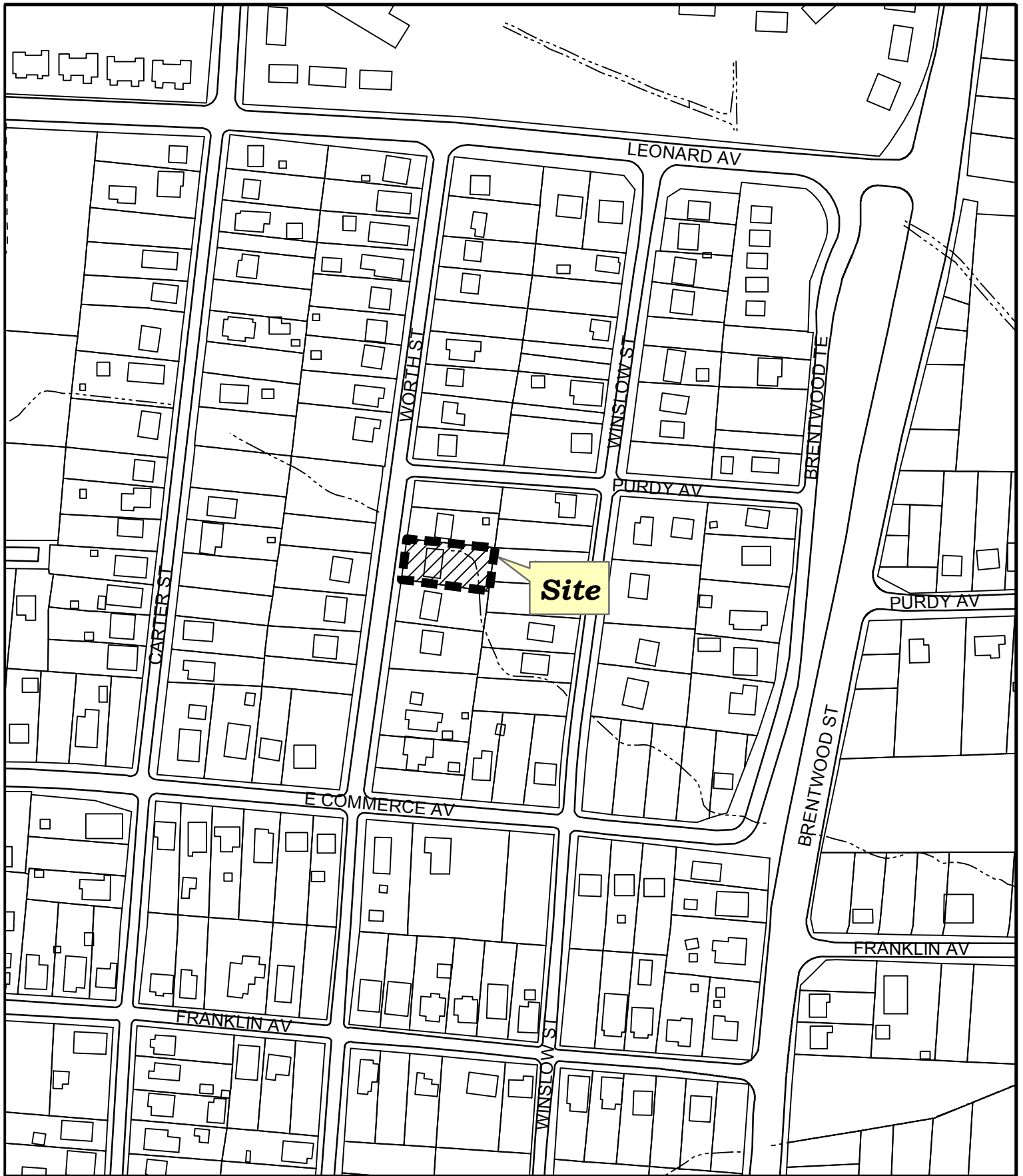
There have been no permits issued and repairs have not started.

EXTENSIONS:

None requested

**CURRENT
STATUS:
5-27-2014**

Conditions still exist.



905 Worth Street

Ordinance to Demolish



Location of subject property

**Planning and Development
Department**

City of High Point

Date: May 29, 2014



Scale: 1"=200'

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

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

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

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

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

PROPERTY LOCATION

OWNER (S)

905 Worth St
High Point, NC

Irene Palamaris
625 N Elm St
Greensboro, NC 27406

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 16th day of June, 2014

Lisa B. Vierling, City Clerk



905 Worth Street



905 Worth Street



North Carolina General Assembly
House of Representatives
State Legislative Building
Raleigh 27601-1096

Mayor Sims and Members of Council,

Allow me to share a few words with you regarding your business for this meeting. I would like to express my full support for the zoning modification for the College Preparatory Leadership Academy ("The Point") in its efforts to expand the scope and mission of its academic activities. The Point has served our community well over the last few years, fully demonstrating their capabilities in helping improve the young minds under their care. Their unique academic process truly serves to help those students who are most in need of assistance. Now, with this zoning change, they hope to extend their reach to cover more of our children's needs.

The property in question is perfect for the demographics that The Point serves, and I know that with a school facility in this location, The Point will better be able to improve the educational level of children throughout our communities. This zoning change will allow The Point to put more of our kids on the path to a college degree and a real opportunity for their future, and prevent any more of them from slipping through the cracks of hopelessness. I have personally witnessed the change that The Point brings to kids' lives, and I know that given this opportunity, they will be able to do great things.

Please give their request your due consideration. I hope that you will understand the importance of this request not just for the College Preparatory Leadership Academy itself, but for the entire community and all of our children.

Respectfully,

K. M. ~ J

Rep. Marcus Brandon





MEMORANDUM

June 10, 2014

MEMO TO: Strib Boynton, City Manager
Randy McCaslin, Assistant City Manager

FROM: Jeffrey A. Moore, Financial Services Director *JAM*

SUBJECT: Council Agenda Item – Resolutions Authorizing Signatories for City Depositories and Investments

The authorization of City depositories for operational accounts and investments is required by NC General Statute 159-30. Associated with that law, City Council also authorizes individuals by virtue of their position do deposit and disburse funds in accordance with the City's business.

The attached resolutions update the financial institutions with which the City conducts deposit, disbursement and/or investment relationships. The resolutions, which will be effective July 1, 2014, will remove Strib Boynton as City Manager and add Randy McCaslin as City Manager, and affirm Jeff Moore, Financial Services Director, Jackie Astrop, Treasury Services Manager, and Kelly Latham, Accounting Manager, as authorized individuals with whom our banks and financial institutions will do business on behalf of the City of High Point.

Council is requested to adopt the series of attached resolutions at its next Council meeting of June 16, 2014, so that the changes may be communicated and signature cards in effect as of July 1, 2014. I will be available if you or members of City Council have any questions.

Accounting
336.883.3240

Internal Audit
336.883.3122

Purchasing
336.883.3219

Treasury Services
336.883.3230

**"RESOLUTION AUTHORIZING DEPOSITORY AGREEMENT WITH
HIGH POINT BANK & TRUST AND THE CITY OF HIGH POINT**

WHEREAS, the City of High Point, a Municipal Corporation existing under the laws of the State of North Carolina, desires to designate High Point Bank & Trust as a depository of this Municipal Corporation; and,

WHEREAS, that a deposit account and/or certificates of deposit and/or other evidences of investments be opened and maintained in the name of the City of High Point, with said financial institution in accordance with the applicable rules and regulations for such an account(s); and.

WHEREAS, that the Financial Services Director or his assistant, upon adoption of this resolution, be authorized on behalf of the City of High Point, and in its name to sign checks, drafts, notes, bills of exchange, acceptances, certificates of deposit or other orders for the payment of money; to endorse checks, notes, bills, certificates of deposit, or other instruments, owned or held by this Municipal Corporation for deposit with said bank or for collection or discount by said banks; to accept drafts, acceptances and other instruments payable at said bank; to execute and deliver an electronic funds transfer agreement and to appoint and delegate, from time to time, such persons who may request transfers on behalf of this Municipal Corporation; to establish and maintain a night deposit relationship; to establish and maintain other banking services coincidental to the establishment of said bank as an official depository; to waive presentment, demand, protest and notice of protest or dishonor of any check, note, bill, draft or other instrument made, drawn or endorsed by this Municipal Corporation;

NOW THEREFORE, be it resolved that High Point Bank & Trust, is herewith designated as an authorized depository of the City of High Point as of July 1, 2014, and that one or more checking and/or other deposit accounts be opened and maintained with High Point Bank & Trust; that any of the following employees, to wit:

Randy E. McCaslin, City Manager
Jeffrey A. Moore, Financial Services Director
Jackie S. Astrop, Treasury Services Manager
Kelly Latham, Accounting Manager

are authorized on behalf of the City of High Point, by, and in its name: to sign checks, drafts, and other orders for the payment of money from the City of High Point's account(s); to accept drafts, acceptances, and other evidences of indebtedness payable at or through said Bank; to waive presentment, demand, protest, and notice of protest or dishonor of any check(s), drafts(s), acceptances, or other evidences of indebtedness made, drawn, or endorsed by the City of High Point; and otherwise deal with High Point Bank & Trust in connection with the forgoing activities;

BE IT FURTHER RESOLVED, that the opening and maintaining of the above City of High Point account(s) and all transactions in connection therewith shall be governed by the provisions of the agreements contained on the applicable "Signature Cards" pertaining to such accounts(s), as amended from time to time by High Point Bank & Trust unless otherwise agreed upon by the City of High Point and High Point Bank & Trust, and by such rules and regulations as High Point Bank & Trust shall, from time to time, promulgate and establish. It is understood that High Point Bank & Trust shall give the City of High Point 30 days advance notice as to any changes in the above agreements, rules, and/or regulations. Further, the City of High Point is herewith authorized to obtain other related services from High Point Bank & Trust. The rendering of such services shall be governed by any other such agreements contained on the application or signature cards pertaining to any such services offered to the City of High Point by High Point Bank & Trust, as amended from time to time unless otherwise agreed upon by the City of High Point and High Point Bank & Trust. Each of the above identified employees of the City of High Point is herewith authorized to sign and execute such "Signature Cards," applications and forms as High Point Bank & Trust shall deem appropriate, from time to time, in connection with the opening and maintaining of such accounts(s) and/or obtaining of such additional related services;

BE IT FURTHER RESOLVED, that High Point Bank & Trust is authorized and requested to honor all checks, drafts, and other orders for the payment of money drawn in the name of the City of High Point against funds of the City of High Point on deposit with High Point Bank & Trust when bearing the required signatures of, or pursuant to any agreement with, any two named signatories from the above authorized list;

BE IT FURTHER RESOLVED, that High Point Bank & Trust is requested, authorized, and directed to honor all checks, drafts, or other orders for the payment of money drawn in the City of High Point's name on its account(s) on the books of High Point Bank & Trust (including those drawn to the individual order of any of the aforementioned authorized signatories whose names appear thereon as signer or signers thereof) when bearing or purporting to bear the mechanically produced facsimile signature(s) of any two of the following:

Randy E. McCaslin, City Manager
Jeffrey A. Moore, Financial Services Director
Jackie S. Astrop, Treasury Services Manager
Kelly Latham, Accounting Manager

and High Point Bank & Trust is authorized and directed to honor and to charge the City of High Point for all such checks, drafts, or other orders for the payment of money, regardless of by whom or by what means the actual or purported mechanically produced signature(s) thereon may have been affixed thereto, if such signature(s) resemble(s) the specimens from time to time filed with High Point Bank & Trust by the City Clerk or other officer of the City.

BE IT FURTHER RESOLVED, that the City Clerk shall furnish High Point Bank & Trust a certified copy of this Resolution, and High Point Bank & Trust is hereby authorized to deal with the above named employees under the authority of this Resolution unless and until it shall be expressly notified in writing to the contrary by the City of High Point;

BE IT FURTHER RESOLVED, that the City Clerk shall, from time to time hereafter, as changes in the personnel named within this Resolution are made, immediately certify such changes to High Point Bank & Trust."

I further certify that the City Council of the City of High Point, has at the time of adoption of this resolution had full power and lawful authority to adopt the foregoing resolution and to confer the powers granted to the persons named who have full power and lawful authority to exercise the same.

WITNESS my hand and the Corporate Seal of the City of
High Point, North Carolina.

Bernita Sims, Mayor

Adopted by City Council,
this the 16th day of June, 2014.

Lisa B. Vierling, CMC
City Clerk

**"RESOLUTION AUTHORIZING DEPOSITORY AGREEMENT WITH
FIRST TENNESSEE AND THE CITY OF HIGH POINT**

WHEREAS, the City of High Point, a Municipal Corporation existing under the laws of the State of North Carolina, desires to designate First Tennessee as a depository of this Municipal Corporation; and,

WHEREAS, that a deposit account and/or certificates of deposit and/or other evidences of investments be opened and maintained in the name of the City of High Point, with said financial institution in accordance with the applicable rules and regulations for such an account(s); and,

WHEREAS, that the Financial Services Director or his assistant, upon adoption of this resolution, be authorized on behalf of the City of High Point, and in its name to sign checks, drafts, notes, bills of exchange, acceptances, certificates of deposit or other orders for the payment of money; to endorse checks, notes, bills, certificates of deposit, or other instruments, owned or held by this Municipal Corporation for deposit with said bank or for collection or discount by said banks; to accept drafts, acceptances and other instruments payable at said bank; to execute and deliver an electronic funds transfer agreement and to appoint and delegate, from time to time, such persons who may request transfers on behalf of this Municipal Corporation; to establish and maintain a night deposit relationship; to establish and maintain other banking services coincidental to the establishment of said bank as an official depository; to waive presentment, demand, protest and notice of protest or dishonor of any check, note, bill, draft or other instrument made, drawn or endorsed by this Municipal Corporation;

NOW THEREFORE, be it resolved that First Tennessee, is herewith designated as an authorized depository of the City of High Point as of July 1, 2014, and that one or more checking and/or other deposit accounts be opened and maintained with First Tennessee; that any of the following employees, to wit:

Randy E. McCaslin, City Manager
Jeffrey A. Moore, Financial Services Director
Jackie S. Astrop, Treasury Services Manager
Kelly Latham, Accounting Manager

are authorized on behalf of the City of High Point, by, and in its name: to sign checks, drafts, and other orders for the payment of money from the City of High Point's account(s); to accept drafts, acceptances, and other evidences of indebtedness payable at or through said Bank; to waive presentment, demand, protest, and notice of protest or dishonor of any check(s), drafts(s), acceptances, or other evidences of indebtedness made, drawn, or endorsed by the City of High Point; and otherwise deal with Wells Fargo NA in connection with the forgoing activities;

BE IT FURTHER RESOLVED, that the opening and maintaining of the above City of High Point account(s) and all transactions in connection therewith shall be governed by the provisions of the agreements contained on the applicable "Signature Cards" pertaining to such accounts(s), as amended from time to time by First Tennessee unless otherwise agreed upon by the City of High Point and First Tennessee, and by such rules and regulations as First Tennessee shall, from time to time, promulgate and establish. It is understood that First Tennessee shall give the City of High Point 30 days advance notice as to any changes in the above agreements, rules, and/or regulations. Further, the City of High Point is herewith authorized to obtain other related services from First Tennessee. The rendering of such services shall be governed by any other such agreements contained on the application or signature cards pertaining to any such services offered to the City of High Point by First Tennessee, as amended from time to time unless otherwise agreed upon by the City of High Point and First Tennessee. Each of the above identified employees of the City of High Point is herewith authorized to sign and execute such "Signature Cards," applications and forms as First Tennessee shall deem appropriate, from time to time, in connection with the opening and maintaining of such accounts(s) and/or obtaining of such additional related services;

BE IT FURTHER RESOLVED, that First Tennessee is authorized and requested to honor all checks, drafts, and other orders for the payment of money drawn in the name of the City of High Point against funds of the City of High Point on deposit with First Tennessee when bearing the required signatures of, or pursuant to any agreement with, any two named signatories from the above authorized list;

BE IT FURTHER RESOLVED, that First Tennessee is requested, authorized, and directed to honor all checks, drafts, or other orders for the payment of money drawn in the City of High Point's name on its account(s) on the books of First Tennessee (including those drawn to the individual order of any of the aforementioned authorized signatories whose names appear thereon as signer or signers thereof) when bearing or purporting to bear the mechanically produced facsimile signature(s) of any two of the following:

Randy E. McCaslin, City Manager
Jeffrey A. Moore, Financial Services Director
Jackie S. Astrop, Treasury Services Manager
Kelly Latham, Accounting Manager

and First Tennessee is authorized and directed to honor and to charge the City of High Point for all such checks, drafts, or other orders for the payment of money, regardless of by whom or by what means the actual or purported mechanically produced signature(s) thereon may have been affixed thereto, if such signature(s) resemble(s) the specimens from time to time filed with First Tennessee by the City Clerk or other officer of the City.

BE IT FURTHER RESOLVED, that the City Clerk shall furnish First Tennessee a certified copy of this Resolution, and First Tennessee is hereby authorized to deal with the above named employees under the authority of this Resolution unless and until it shall be expressively notified in writing to the contrary by the City of High Point;

BE IT FURTHER RESOLVED, that the City Clerk shall, from time to time hereafter, as changes in the personnel named within this Resolution are made, immediately certify such changes to First Tennessee."

I further certify that the City Council of the City of High Point, has at the time of adoption of this resolution had full power and lawful authority to adopt the foregoing resolution and to confer the powers granted to the persons named who have full power and lawful authority to exercise the same.

WITNESS my hand and the Corporate Seal of the City of High Point, North Carolina.

Bernita Sims, Mayor

Adopted by City Council,
this the 16th day of June, 2014.

Lisa B. Vierling, CMC
City Clerk

**"RESOLUTION AUTHORIZING DEPOSITORY AGREEMENT WITH
FIRST CITIZENS BANK AND THE CITY OF HIGH POINT**

WHEREAS, the City of High Point, a Municipal Corporation existing under the laws of the State of North Carolina, desires to designate First Citizens Bank as a depository of this Municipal Corporation; and,

WHEREAS, that a deposit account and/or certificates of deposit and/or other evidences of investments be opened and maintained in the name of the City of High Point, with said financial institution in accordance with the applicable rules and regulations for such an account(s); and.

WHEREAS, that the Financial Services Director or his assistant, upon adoption of this resolution, be authorized on behalf of the City of High Point, and in its name to sign checks, drafts, notes, bills of exchange, acceptances, certificates of deposit or other orders for the payment of money; to endorse checks, notes, bills, certificates of deposit, or other instruments, owned or held by this Municipal Corporation for deposit with said bank or for collection or discount by said banks; to accept drafts, acceptances and other instruments payable at said bank; to execute and deliver an electronic funds transfer agreement and to appoint and delegate, from time to time, such persons who may request transfers on behalf of this Municipal Corporation; to establish and maintain a night deposit relationship; to establish and maintain other banking services coincidental to the establishment of said bank as an official depository; to waive presentment, demand, protest and notice of protest or dishonor of any check, note, bill, draft or other instrument made, drawn or endorsed by this Municipal Corporation;

NOW THEREFORE, be it resolved that First Citizens Bank, is herewith designated as an authorized depository of the City of High Point as of July 1, 2014, and that one or more checking and/or other deposit accounts be opened and maintained with First Citizens Bank; that any of the following employees, to wit:

Randy E. McCaslin, City Manager
Jeffrey A. Moore, Financial Services Director
Jackie S. Astrop, Treasury Services Manager
Kelly Latham, Accounting Manager

are authorized on behalf of the City of High Point, by, and in its name: to sign checks, drafts, and other orders for the payment of money from the City of High Point's account(s); to accept drafts, acceptances, and other evidences of indebtedness payable at or through said Bank; to waive presentment, demand, protest, and notice of protest or dishonor of any check(s), drafts(s), acceptances, or other evidences of indebtedness made, drawn, or endorsed by the City of High Point; and otherwise deal with First Citizens Bank in connection with the forgoing activities;

BE IT FURTHER RESOLVED, that the opening and maintaining of the above City of High Point account(s) and all transactions in connection therewith shall be governed by the provisions of the agreements contained on the applicable "Signature Cards" pertaining to such accounts(s), as amended from time to time by First Citizens Bank unless otherwise agreed upon by the City of High Point and First Citizens Bank, and by such rules and regulations as First Citizens Bank shall, from time to time, promulgate and establish. It is understood that First Citizens Bank shall give the City of High Point 30 days advance notice as to any changes in the above agreements, rules, and/or regulations. Further, the City of High Point is herewith authorized to obtain other related services from First Citizens Bank. The rendering of such services shall be governed by any other such agreements contained on the application or signature cards pertaining to any such services offered to the City of High Point by First Citizens Bank, as amended from time to time unless otherwise agreed upon by the City of High Point and First Citizens Bank. Each of the above identified employees of the City of High Point is herewith authorized to sign and execute such "Signature Cards," applications and forms as First Citizens Bank shall deem appropriate, from time to time, in connection with the opening and maintaining of such accounts(s) and/or obtaining of such additional related services;

BE IT FURTHER RESOLVED, that First Citizens Bank is authorized and requested to honor all checks, drafts, and other orders for the payment of money drawn in the name of the City of High Point against funds of the City of High Point on deposit with First Citizens Bank when bearing the required signatures of, or pursuant to any agreement with, any two named signatories from the above authorized list;

BE IT FURTHER RESOLVED, that First Citizens Bank is requested, authorized, and directed to honor all checks, drafts, or other orders for the payment of money drawn in the City of High Point's name on its account(s) on the books of First Citizens Bank (including those drawn to the individual order of any of the aforementioned authorized signatories whose names appear thereon as signer or signers thereof) when bearing or purporting to bear the mechanically produced facsimile signature(s) of any two of the following:

Randy E. McCaslin, City Manager
Jeffrey A. Moore, Financial Services Director
Jackie S. Astrop, Treasury Services Manager
Kelly Latham, Accounting Manager

and First Citizens Bank is authorized and directed to honor and to charge the City of High Point for all such checks, drafts, or other orders for the payment of money, regardless of by whom or by what means the actual or purported mechanically produced signature(s) thereon may have been affixed thereto, if such signature(s) resemble(s) the specimens from time to time filed with First Citizens Bank by the City Clerk or other officer of the City.

BE IT FURTHER RESOLVED, that the City Clerk shall furnish First Citizens Bank a certified copy of this Resolution, and First Citizens Bank is hereby authorized to deal with the above named employees under the authority of this Resolution unless and until it shall be expressly notified in writing to the contrary by the City of High Point;

BE IT FURTHER RESOLVED, that the City Clerk shall, from time to time hereafter, as changes in the personnel named within this Resolution are made, immediately certify such changes to First Citizens Bank."

I further certify that the City Council of the City of High Point, has at the time of adoption of this resolution had full power and lawful authority to adopt the foregoing resolution and to confer the powers granted to the persons named who have full power and lawful authority to exercise the same.

WITNESS my hand and the Corporate Seal of the City of High Point, North Carolina.

Bernita Sims, Mayor

Adopted by City Council,
this the 16th day of June, 2014.

Lisa B. Vierling, CMC
City Clerk

**"RESOLUTION AUTHORIZING DEPOSITORY AGREEMENT WITH
FIRSTBANK AND THE CITY OF HIGH POINT**

WHEREAS, the City of High Point, a Municipal Corporation existing under the laws of the State of North Carolina, desires to designate FirstBank as a depository of this Municipal Corporation; and,

WHEREAS, that a deposit account and/or certificates of deposit and/or other evidences of investments be opened and maintained in the name of the City of High Point, with said financial institution in accordance with the applicable rules and regulations for such an account(s); and.

WHEREAS, that the Financial Services Director or his assistant, upon adoption of this resolution, be authorized on behalf of the City of High Point, and in its name to sign checks, drafts, notes, bills of exchange, acceptances, certificates of deposit or other orders for the payment of money; to endorse checks, notes, bills, certificates of deposit, or other instruments, owned or held by this Municipal Corporation for deposit with said bank or for collection or discount by said banks; to accept drafts, acceptances and other instruments payable at said bank; to execute and deliver an electronic funds transfer agreement and to appoint and delegate, from time to time, such persons who may request transfers on behalf of this Municipal Corporation; to establish and maintain a night deposit relationship; to establish and maintain other banking services coincidental to the establishment of said bank as an official depository; to waive presentment, demand, protest and notice of protest or dishonor of any check, note, bill, draft or other instrument made, drawn or endorsed by this Municipal Corporation;

NOW THEREFORE, be it resolved that FirstBank, is herewith designated as an authorized depository of the City of High Point as of July 1, 2014, and that one or more checking and/or other deposit accounts be opened and maintained with FirstBank; that any of the following employees, to wit:

Randy E. McCaslin, City Manager
Jeffrey A. Moore, Financial Services Director
Jackie S. Astrop, Treasury Services Manager
Kelly Latham, Accounting Manager

are authorized on behalf of the City of High Point, by, and in its name: to sign checks, drafts, and other orders for the payment of money from the City of High Point's account(s); to accept drafts, acceptances, and other evidences of indebtedness payable at or through said Bank; to waive presentment, demand, protest, and notice of protest or dishonor of any check(s), drafts(s), acceptances, or other evidences of indebtedness made, drawn, or endorsed by the City of High Point; and otherwise deal with FirstBank in connection with the forgoing activities;

BE IT FURTHER RESOLVED, that the opening and maintaining of the above City of High Point account(s) and all transactions in connection therewith shall be governed by the provisions of the agreements contained on the applicable "Signature Cards" pertaining to such accounts(s), as amended from time to time by FirstBank unless otherwise agreed upon by the City of High Point and FirstBank, and by such rules and regulations as FirstBank shall, from time to time, promulgate and establish. It is understood that FirstBank shall give the City of High Point 30 days advance notice as to any changes in the above agreements, rules, and/or regulations. Further, the City of High Point is herewith authorized to obtain other related services from FirstBank. The rendering of such services shall be governed by any other such agreements contained on the application or signature cards pertaining to any such services offered to the City of High Point by FirstBank, as amended from time to time unless otherwise agreed upon by the City of High Point and FirstBank. Each of the above identified employees of the City of High Point is herewith authorized to sign and execute such "Signature Cards," applications and forms as FirstBank shall deem appropriate, from time to time, in connection with the opening and maintaining of such accounts(s) and/or obtaining of such additional related services;

BE IT FURTHER RESOLVED, that FirstBank is authorized and requested to honor all checks, drafts, and other orders for the payment of money drawn in the name of the City of High Point against funds of the City of High Point on deposit with FirstBank when bearing the required signatures of, or pursuant to any agreement with, any two named signatories from the above authorized list;

BE IT FURTHER RESOLVED, that FirstBank is requested, authorized, and directed to honor all checks, drafts, or other orders for the payment of money drawn in the City of High Point's name on its account(s) on the books of FirstBank (including those drawn to the individual order of any of the aforementioned authorized signatories whose names appear thereon as signer or signers thereof) when bearing or purporting to bear the mechanically produced facsimile signature(s) of any two of the following:

Randy E. McCaslin, City Manager
Jeffrey A. Moore, Financial Services Director
Jackie S. Astrop, Treasury Services Manager
Kelly Latham, Accounting Manager

and FirstBank is authorized and directed to honor and to charge the City of High Point for all such checks, drafts, or other orders for the payment of money, regardless of by whom or by what means the actual or purported mechanically produced signature(s) thereon may have been affixed thereto, if such signature(s) resemble(s) the specimens from time to time filed with FirstBank by the City Clerk or other officer of the City.

BE IT FURTHER RESOLVED, that the City Clerk shall furnish FirstBank a certified copy of this Resolution, and FirstBank is hereby authorized to deal with the above named employees under the authority of this Resolution unless and until it shall be expressly notified in writing to the contrary by the City of High Point;

BE IT FURTHER RESOLVED, that the City Clerk shall, from time to time hereafter, as changes in the personnel named within this Resolution are made, immediately certify such changes to FirstBank."

I further certify that the City Council of the City of High Point, has at the time of adoption of this resolution had full power and lawful authority to adopt the foregoing resolution and to confer the powers granted to the persons named who have full power and lawful authority to exercise the same.

WITNESS my hand and the Corporate Seal of the City of High Point, North Carolina.

Bernita Sims, Mayor

Adopted by City Council,
this the 16th day of June, 2014.

Lisa B. Vierling, CMC
City Clerk

**"RESOLUTION AUTHORIZING DEPOSITORY AGREEMENT WITH
BB&T AND THE CITY OF HIGH POINT**

WHEREAS, the City of High Point, a Municipal Corporation existing under the laws of the State of North Carolina, desires to designate BB&T as a depository of this Municipal Corporation; and,

WHEREAS, that a deposit account and/or certificates of deposit and/or other evidences of investments be opened and maintained in the name of the City of High Point, with said financial institution in accordance with the applicable rules and regulations for such an account(s); and.

WHEREAS, that the Financial Services Director or his assistant, upon adoption of this resolution, be authorized on behalf of the City of High Point, and in its name to sign checks, drafts, notes, bills of exchange, acceptances, certificates of deposit or other orders for the payment of money; to endorse checks, notes, bills, certificates of deposit, or other instruments, owned or held by this Municipal Corporation for deposit with said bank or for collection or discount by said banks; to accept drafts, acceptances and other instruments payable at said bank; to execute and deliver an electronic funds transfer agreement and to appoint and delegate, from time to time, such persons who may request transfers on behalf of this Municipal Corporation; to establish and maintain a night deposit relationship; to establish and maintain other banking services coincidental to the establishment of said bank as an official depository; to waive presentment, demand, protest and notice of protest or dishonor of any check, note, bill, draft or other instrument made, drawn or endorsed by this Municipal Corporation;

NOW THEREFORE, be it resolved that BB&T, is herewith designated as an authorized depository of the City of High Point as of July 1, 2014, and that one or more checking and/or other deposit accounts be opened and maintained with BB&T; that any of the following employees, to wit:

Randy E. McCaslin, City Manager
Jeffrey A. Moore, Financial Services Director
Jackie S. Astrop, Treasury Services Manager
Kelly Latham, Accounting Manager

are authorized on behalf of the City of High Point, by, and in its name: to sign checks, drafts, and other orders for the payment of money from the City of High Point's account(s); to accept drafts, acceptances, and other evidences of indebtedness payable at or through said Bank; to waive presentment, demand, protest, and notice of protest or dishonor of any check(s), drafts(s), acceptances, or other evidences of indebtedness made, drawn, or endorsed by the City of High Point; and otherwise deal with BB&T in connection with the forgoing activities;

BE IT FURTHER RESOLVED, that the opening and maintaining of the above City of High Point account(s) and all transactions in connection therewith shall be governed by the provisions of the agreements contained on the applicable "Signature Cards" pertaining to such accounts(s), as amended from time to time by BB&T unless otherwise agreed upon by the City of High Point and BB&T, and by such rules and regulations as BB&T shall, from time to time, promulgate and establish. It is understood that BB&T shall give the City of High Point 30 days advance notice as to any changes in the above agreements, rules, and/or regulations. Further, the City of High Point is herewith authorized to obtain other related services from BB&T. The rendering of such services shall be governed by any other such agreements contained on the application or signature cards pertaining to any such services offered to the City of High Point by BB&T, as amended from time to time unless otherwise agreed upon by the City of High Point and BB&T. Each of the above identified employees of the City of High Point is herewith authorized to sign and execute such "Signature Cards," applications and forms as BB&T shall deem appropriate, from time to time, in connection with the opening and maintaining of such accounts(s) and/or obtaining of such additional related services;

BE IT FURTHER RESOLVED, that BB&T is authorized and requested to honor all checks, drafts, and other orders for the payment of money drawn in the name of the City of High Point against funds of the City of High Point on deposit with BB&T when bearing the required signatures of, or pursuant to any agreement with, any two named signatories from the above authorized list;

BE IT FURTHER RESOLVED, that BB&T is requested, authorized, and directed to honor all checks, drafts, or other orders for the payment of money drawn in the City of High Point's name on its account(s) on the books of BB&T (including those drawn to the individual order of any of the aforementioned authorized signatories whose names appear thereon as signer or signers thereof) when bearing or purporting to bear the mechanically produced facsimile signature(s) of any two of the following:

Randy E. McCaslin, City Manager
Jeffrey A. Moore, Financial Services Director
Jackie S. Astrop, Treasury Services Manager
Kelly Latham, Accounting Manager

and BB&T is authorized and directed to honor and to charge the City of High Point for all such checks, drafts, or other orders for the payment of money, regardless of by whom or by what means the actual or purported mechanically produced signature(s) thereon may have been affixed thereto, if such signature(s) resemble(s) the specimens from time to time filed with BB&T by the City Clerk or other officer of the City.

BE IT FURTHER RESOLVED, that the City Clerk shall furnish BB&T a certified copy of this Resolution, and BB&T is hereby authorized to deal with the above named employees under the authority of this Resolution unless and until it shall be expressly notified in writing to the contrary by the City of High Point;

BE IT FURTHER RESOLVED, that the City Clerk shall, from time to time hereafter, as changes in the personnel named within this Resolution are made, immediately certify such changes to BB&T."

I further certify that the City Council of the City of High Point, has at the time of adoption of this resolution had full power and lawful authority to adopt the foregoing resolution and to confer the powers granted to the persons named who have full power and lawful authority to exercise the same.

WITNESS my hand and the Corporate Seal of the City of High Point, North Carolina.

Bernita Sims, Mayor

Adopted by City Council,
this the 16th day of June, 2014.

Lisa B. Vierling, CMC
City Clerk

**"RESOLUTION AUTHORIZING DEPOSITORY AGREEMENT WITH
BANK OF NORTH CAROLINA AND THE CITY OF HIGH POINT**

WHEREAS, the City of High Point, a Municipal Corporation existing under the laws of the State of North Carolina, desires to designate Bank of North Carolina as a depository of this Municipal Corporation; and,

WHEREAS, that a deposit account and/or certificates of deposit and/or other evidences of investments be opened and maintained in the name of the City of High Point, with said financial institution in accordance with the applicable rules and regulations for such an account(s); and.

WHEREAS, that the Financial Services Director or his assistant, upon adoption of this resolution, be authorized on behalf of the City of High Point, and in its name to sign checks, drafts, notes, bills of exchange, acceptances, certificates of deposit or other orders for the payment of money; to endorse checks, notes, bills, certificates of deposit, or other instruments, owned or held by this Municipal Corporation for deposit with said bank or for collection or discount by said banks; to accept drafts, acceptances and other instruments payable at said bank; to execute and deliver an electronic funds transfer agreement and to appoint and delegate, from time to time, such persons who may request transfers on behalf of this Municipal Corporation; to establish and maintain a night deposit relationship; to establish and maintain other banking services coincidental to the establishment of said bank as an official depository; to waive presentment, demand, protest and notice of protest or dishonor of any check, note, bill, draft or other instrument made, drawn or endorsed by this Municipal Corporation;

NOW THEREFORE, be it resolved that Bank of North Carolina, is herewith designated as an authorized depository of the City of High Point as of July 1, 2014, and that one or more checking and/or other deposit accounts be opened and maintained with Bank of North Carolina; that any of the following employees, to wit:

Randy E. McCaslin, City Manager
Jeffrey A. Moore, Financial Services Director
Jackie S. Astrop, Treasury Services Manager
Kelly Latham, Accounting Manager

are authorized on behalf of the City of High Point, by, and in its name: to sign checks, drafts, and other orders for the payment of money from the City of High Point's account(s); to accept drafts, acceptances, and other evidences of indebtedness payable at or through said Bank; to waive presentment, demand, protest, and notice of protest or dishonor of any check(s), drafts(s), acceptances, or other evidences of indebtedness made, drawn, or endorsed by the City of High Point; and otherwise deal with Bank of North Carolina in connection with the forgoing activities;

BE IT FURTHER RESOLVED, that the opening and maintaining of the above City of High Point account(s) and all transactions in connection therewith shall be governed by the provisions of the agreements contained on the applicable "Signature Cards" pertaining to such accounts(s), as amended from time to time by Bank of North Carolina unless otherwise agreed upon by the City of High Point and Bank of North Carolina, and by such rules and regulations as Bank of North Carolina shall, from time to time, promulgate and establish. It is understood that Bank of North Carolina shall give the City of High Point 30 days advance notice as to any changes in the above agreements, rules, and/or regulations. Further, the City of High Point is herewith authorized to obtain other related services from Bank of North Carolina. The rendering of such services shall be governed by any other such agreements contained on the application or signature cards pertaining to any such services offered to the City of High Point by Bank of North Carolina, as amended from time to time unless otherwise agreed upon by the City of High Point and Bank of North Carolina. Each of the above identified employees of the City of High Point is herewith authorized to sign and execute such "Signature Cards," applications and forms as Bank of North Carolina shall deem appropriate, from time to time, in connection with the opening and maintaining of such accounts(s) and/or obtaining of such additional related services;

BE IT FURTHER RESOLVED, that Bank of North Carolina is authorized and requested to honor all checks, drafts, and other orders for the payment of money drawn in the name of the City of High Point against funds of the City of High Point on deposit with Bank of North Carolina when bearing the required signatures of, or pursuant to any agreement with, any two named signatories from the above authorized list;

BE IT FURTHER RESOLVED, that Bank of North Carolina is requested, authorized, and directed to honor all checks, drafts, or other orders for the payment of money drawn in the City of High Point's name on its account(s) on the books of Bank of North Carolina (including those drawn to the individual order of any of the aforementioned authorized signatories whose names appear thereon as signer or signers thereof) when bearing or purporting to bear the mechanically produced facsimile signature(s) of any two of the following:

Randy E. McCaslin, City Manager
Jeffrey A. Moore, Financial Services Director
Jackie S. Astrop, Treasury Services Manager
Kelly Latham, Accounting Manager

and Bank of North Carolina is authorized and directed to honor and to charge the City of High Point for all such checks, drafts, or other orders for the payment of money, regardless of by whom or by what means the actual or purported mechanically produced signature(s) thereon may have been affixed thereto, if such signature(s) resemble(s) the specimens from time to time filed with Bank of North Carolina by the City Clerk or other officer of the City.

BE IT FURTHER RESOLVED, that the City Clerk shall furnish Bank of North Carolina a certified copy of this Resolution, and Bank of North Carolina is hereby authorized to deal with the above named employees under the authority of this Resolution unless and until it shall be expressly notified in writing to the contrary by the City of High Point;

BE IT FURTHER RESOLVED, that the City Clerk shall, from time to time hereafter, as changes in the personnel named within this Resolution are made, immediately certify such changes to Bank of North Carolina."

I further certify that the City Council of the City of High Point, has at the time of adoption of this resolution had full power and lawful authority to adopt the foregoing resolution and to confer the powers granted to the persons named who have full power and lawful authority to exercise the same.

WITNESS my hand and the Corporate Seal of the City of High Point, North Carolina.

Bernita Sims, Mayor

Adopted by City Council,
this the 16th day of June, 2014.

Lisa B. Vierling, CMC
City Clerk

**"RESOLUTION AUTHORIZING DEPOSITORY AGREEMENT WITH
BANK OF AMERICA AND THE CITY OF HIGH POINT**

WHEREAS, the City of High Point, a Municipal Corporation existing under the laws of the State of North Carolina, desires to designate Bank of America as a depository of this Municipal Corporation; and,

WHEREAS, that a deposit account and/or certificates of deposit and/or other evidences of investments be opened and maintained in the name of the City of High Point, with said financial institution in accordance with the applicable rules and regulations for such an account(s); and.

WHEREAS, that the Financial Services Director or his assistant, upon adoption of this resolution, be authorized on behalf of the City of High Point, and in its name to sign checks, drafts, notes, bills of exchange, acceptances, certificates of deposit or other orders for the payment of money; to endorse checks, notes, bills, certificates of deposit, or other instruments, owned or held by this Municipal Corporation for deposit with said bank or for collection or discount by said banks; to accept drafts, acceptances and other instruments payable at said bank; to execute and deliver an electronic funds transfer agreement and to appoint and delegate, from time to time, such persons who may request transfers on behalf of this Municipal Corporation; to establish and maintain a night deposit relationship; to establish and maintain other banking services coincidental to the establishment of said bank as an official depository; to waive presentment, demand, protest and notice of protest or dishonor of any check, note, bill, draft or other instrument made, drawn or endorsed by this Municipal Corporation;

NOW THEREFORE, be it resolved that Bank of America, is herewith designated as an authorized depository of the City of High Point as of July 1, 2014, and that one or more checking and/or other deposit accounts be opened and maintained with Bank of America; that any of the following employees, to wit:

Randy E. McCaslin, City Manager
Jeffrey A. Moore, Financial Services Director
Jackie S. Astrop, Treasury Services Manager
Kelly Latham, Accounting Manager

are authorized on behalf of the City of High Point, by, and in its name: to sign checks, drafts, and other orders for the payment of money from the City of High Point's account(s); to accept drafts, acceptances, and other evidences of indebtedness payable at or through said Bank; to waive presentment, demand, protest, and notice of protest or dishonor of any check(s), drafts(s), acceptances, or other evidences of indebtedness made, drawn, or endorsed by the City of High Point; and otherwise deal with Bank of America in connection with the forgoing activities;

BE IT FURTHER RESOLVED, that the opening and maintaining of the above City of High Point account(s) and all transactions in connection therewith shall be governed by the provisions of the agreements contained on the applicable "Signature Cards" pertaining to such accounts(s), as amended from time to time by Bank of America unless otherwise agreed upon by the City of High Point and Bank of America, and by such rules and regulations as Bank of America shall, from time to time, promulgate and establish. It is understood that Bank of America shall give the City of High Point 30 days advance notice as to any changes in the above agreements, rules, and/or regulations. Further, the City of High Point is herewith authorized to obtain other related services from Bank of America. The rendering of such services shall be governed by any other such agreements contained on the application or signature cards pertaining to any such services offered to the City of High Point by Bank of America, as amended from time to time unless otherwise agreed upon by the City of High Point and Bank of America. Each of the above identified employees of the City of High Point is herewith authorized to sign and execute such "Signature Cards," applications and forms as Bank of America shall deem appropriate, from time to time, in connection with the opening and maintaining of such accounts(s) and/or obtaining of such additional related services;

BE IT FURTHER RESOLVED, that Bank of America is authorized and requested to honor all checks, drafts, and other orders for the payment of money drawn in the name of the City of High Point against funds of the City of High Point on deposit with Bank of America when bearing the required signatures of, or pursuant to any agreement with, any two named signatories from the above authorized list;

BE IT FURTHER RESOLVED, that Bank of America is requested, authorized, and directed to honor all checks, drafts, or other orders for the payment of money drawn in the City of High Point's name on its account(s) on the books of Bank of America (including those drawn to the individual order of any of the aforementioned authorized signatories whose names appear thereon as signer or signers thereof) when bearing or purporting to bear the mechanically produced facsimile signature(s) of any two of the following:

Randy E. McCaslin, City Manager
Jeffrey A. Moore, Financial Services Director
Jackie S. Astrop, Treasury Services Manager
Kelly Latham, Accounting Manager

and Bank of America is authorized and directed to honor and to charge the City of High Point for all such checks, drafts, or other orders for the payment of money, regardless of by whom or by what means the actual or purported mechanically produced signature(s) thereon may have been affixed thereto, if such signature(s) resemble(s) the specimens from time to time filed with Bank of America by the City Clerk or other officer of the City.

BE IT FURTHER RESOLVED, that the City Clerk shall furnish Bank of America a certified copy of this Resolution, and Bank of America is hereby authorized to deal with the above named employees under the authority of this Resolution unless and until it shall be expressively notified in writing to the contrary by the City of High Point;

BE IT FURTHER RESOLVED, that the City Clerk shall, from time to time hereafter, as changes in the personnel named within this Resolution are made, immediately certify such changes to Bank of America."

I further certify that the City Council of the City of High Point, has at the time of adoption of this resolution had full power and lawful authority to adopt the foregoing resolution and to confer the powers granted to the persons named who have full power and lawful authority to exercise the same.

WITNESS my hand and the Corporate Seal of the City of High Point, North Carolina.

Bernita Sims, Mayor

Adopted by City Council,
this the 16th day of June, 2014.

Lisa B. Vierling, CMC
City Clerk

**"RESOLUTION AUTHORIZING DEPOSITORY AGREEMENT WITH
WELLS FARGO N.A. AND THE CITY OF HIGH POINT**

WHEREAS, the City of High Point, a Municipal Corporation existing under the laws of the State of North Carolina, desires to designate Wells Fargo NA as a depository of this Municipal Corporation; and,

WHEREAS, that a deposit account and/or certificates of deposit and/or other evidences of investments be opened and maintained in the name of the City of High Point, with said financial institution in accordance with the applicable rules and regulations for such an account(s); and.

WHEREAS, that the Financial Services Director or his assistant, upon adoption of this resolution, be authorized on behalf of the City of High Point, and in its name to sign checks, drafts, notes, bills of exchange, acceptances, certificates of deposit or other orders for the payment of money; to endorse checks, notes, bills, certificates of deposit, or other instruments, owned or held by this Municipal Corporation for deposit with said bank or for collection or discount by said banks; to accept drafts, acceptances and other instruments payable at said bank; to execute and deliver an electronic funds transfer agreement and to appoint and delegate, from time to time, such persons who may request transfers on behalf of this Municipal Corporation; to establish and maintain a night deposit relationship; to establish and maintain other banking services coincidental to the establishment of said bank as an official depository; to waive presentment, demand, protest and notice of protest or dishonor of any check, note, bill, draft or other instrument made, drawn or endorsed by this Municipal Corporation;

NOW THEREFORE, be it resolved that Wells Fargo NA, is herewith designated as an authorized depository of the City of High Point as of July 1, 2014, and that one or more checking and/or other deposit accounts be opened and maintained with Wells Fargo NA; that any of the following employees, to wit:

Randy E. McCaslin, City Manager
Jeffrey A. Moore, Financial Services Director
Jackie S. Astrop, Treasury Services Manager
Kelly Latham, Accounting Manager

are authorized on behalf of the City of High Point, by, and in its name: to sign checks, drafts, and other orders for the payment of money from the City of High Point's account(s); to accept drafts, acceptances, and other evidences of indebtedness payable at or through said Bank; to waive presentment, demand, protest, and notice of protest or dishonor of any check(s), drafts(s), acceptances, or other evidences of indebtedness made, drawn, or endorsed by the City of High Point; and otherwise deal with Wells Fargo NA in connection with the forgoing activities;

BE IT FURTHER RESOLVED, that the opening and maintaining of the above City of High Point account(s) and all transactions in connection therewith shall be governed by the provisions of the agreements contained on the applicable "Signature Cards" pertaining to such accounts(s), as amended from time to time by Wells Fargo NA unless otherwise agreed upon by the City of High Point and Wells Fargo NA, and by such rules and regulations as Wells Fargo NA shall, from time to time, promulgate and establish. It is understood that Wells Fargo NA shall give the City of High Point 30 days advance notice as to any changes in the above agreements, rules, and/or regulations. Further, the City of High Point is herewith authorized to obtain other related services from Wells Fargo NA. The rendering of such services shall be governed by any other such agreements contained on the application or signature cards pertaining to any such services offered to the City of High Point by Wells Fargo NA, as amended from time to time unless otherwise agreed upon by the City of High Point and Wells Fargo NA. Each of the above identified employees of the City of High Point is herewith authorized to sign and execute such "Signature Cards," applications and forms as Wells Fargo NA shall deem appropriate, from time to time, in connection with the opening and maintaining of such accounts(s) and/or obtaining of such additional related services;

BE IT FURTHER RESOLVED, that Wells Fargo NA is authorized and requested to honor all checks, drafts, and other orders for the payment of money drawn in the name of the City of High Point against funds of the City of High Point on deposit with Wells Fargo NA when bearing the required signatures of, or pursuant to any agreement with, any two named signatories from the above authorized list;

BE IT FURTHER RESOLVED, that Wells Fargo NA is requested, authorized, and directed to honor all checks, drafts, or other orders for the payment of money drawn in the City of High Point's name on its account(s) on the books of Wells Fargo NA (including those drawn to the individual order of any of the aforementioned authorized signatories whose names appear thereon as signer or signers thereof) when bearing or purporting to bear the mechanically produced facsimile signature(s) of any two of the following:

Randy E. McCaslin, City Manager
Jeffrey A. Moore, Financial Services Director
Jackie S. Astrop, Treasury Services Manager
Kelly Latham, Accounting Manager

and Wells Fargo NA is authorized and directed to honor and to charge the City of High Point for all such checks, drafts, or other orders for the payment of money, regardless of by whom or by what means the actual or purported mechanically produced signature(s) thereon may have been affixed thereto, if such signature(s) resemble(s) the specimens from time to time filed with Wells Fargo NA by the City Clerk or other officer of the City.

BE IT FURTHER RESOLVED, that the City Clerk shall furnish Wells Fargo NA a certified copy of this Resolution, and Wells Fargo NA is hereby authorized to deal with the above named employees under the authority of this Resolution unless and until it shall be expressively notified in writing to the contrary by the City of High Point;

BE IT FURTHER RESOLVED, that the City Clerk shall, from time to time hereafter, as changes in the personnel named within this Resolution are made, immediately certify such changes to Wells Fargo NA."

I further certify that the City Council of the City of High Point, has at the time of adoption of this resolution had full power and lawful authority to adopt the foregoing resolution and to confer the powers granted to the persons named who have full power and lawful authority to exercise the same.

WITNESS my hand and the Corporate Seal of the City of High Point, North Carolina.

Bernita Sims, Mayor

Adopted by City Council,
this the 16th day of June, 2014.

Lisa B. Vierling, CMC
City Clerk

**"RESOLUTION AUTHORIZING DEPOSITORY AGREEMENT WITH
US BANK & TRUST AND THE CITY OF HIGH POINT**

WHEREAS, the City of High Point, a Municipal Corporation existing under the laws of the State of North Carolina, desires to designate US Bank & Trust as a depository of this Municipal Corporation; and,

WHEREAS, that a deposit account and/or certificates of deposit and/or other evidences of investments be opened and maintained in the name of the City of High Point, with said financial institution in accordance with the applicable rules and regulations for such an account(s); and.

WHEREAS, that the Financial Services Director or his assistant, upon adoption of this resolution, be authorized on behalf of the City of High Point, and in its name to sign checks, drafts, notes, bills of exchange, acceptances, certificates of deposit or other orders for the payment of money; to endorse checks, notes, bills, certificates of deposit, or other instruments, owned or held by this Municipal Corporation for deposit with said bank or for collection or discount by said banks; to accept drafts, acceptances and other instruments payable at said bank; to execute and deliver an electronic funds transfer agreement and to appoint and delegate, from time to time, such persons who may request transfers on behalf of this Municipal Corporation; to establish and maintain a night deposit relationship; to establish and maintain other banking services coincidental to the establishment of said bank as an official depository; to waive presentment, demand, protest and notice of protest or dishonor of any check, note, bill, draft or other instrument made, drawn or endorsed by this Municipal Corporation;

NOW THEREFORE, be it resolved that US Bank & Trust, is herewith designated as an authorized depository of the City of High Point as of July 1, 2014, and that one or more checking and/or other deposit accounts be opened and maintained with US Bank & Trust; that any of the following employees, to wit:

Randy E. McCaslin, City Manager
Jeffrey A. Moore, Financial Services Director
Jackie S. Astrop, Treasury Services Manager
Kelly Latham, Accounting Manager

are authorized on behalf of the City of High Point, by, and in its name: to sign checks, drafts, and other orders for the payment of money from the City of High Point's account(s); to accept drafts, acceptances, and other evidences of indebtedness payable at or through said Bank; to waive presentment, demand, protest, and notice of protest or dishonor of any check(s), drafts(s), acceptances, or other evidences of indebtedness made, drawn, or endorsed by the City of High Point; and otherwise deal with US Bank & Trust in connection with the forgoing activities;

BE IT FURTHER RESOLVED, that the opening and maintaining of the above City of High Point account(s) and all transactions in connection therewith shall be governed by the provisions of the agreements contained on the applicable "Signature Cards" pertaining to such accounts(s), as amended from time to time by US Bank & Trust unless otherwise agreed upon by the City of High Point and US Bank & Trust, and by such rules and regulations as US Bank & Trust shall, from time to time, promulgate and establish. It is understood that US Bank & Trust shall give the City of High Point 30 days advance notice as to any changes in the above agreements, rules, and/or regulations. Further, the City of High Point is herewith authorized to obtain other related services from US Bank & Trust. The rendering of such services shall be governed by any other such agreements contained on the application or signature cards pertaining to any such services offered to the City of High Point by US Bank & Trust, as amended from time to time unless otherwise agreed upon by the City of High Point and US Bank & Trust. Each of the above identified employees of the City of High Point is herewith authorized to sign and execute such "Signature Cards," applications and forms as US Bank & Trust shall deem appropriate, from time to time, in connection with the opening and maintaining of such accounts(s) and/or obtaining of such additional related services;

BE IT FURTHER RESOLVED, that US Bank & Trust is authorized and requested to honor all checks, drafts, and other orders for the payment of money drawn in the name of the City of High Point against funds of the City of High Point on deposit with US Bank & Trust when bearing the required signatures of, or pursuant to any agreement with, any two named signatories from the above authorized list;

BE IT FURTHER RESOLVED, that US Bank & Trust is requested, authorized, and directed to honor all checks, drafts, or other orders for the payment of money drawn in the City of High Point's name on its account(s) on the books of US Bank & Trust (including those drawn to the individual order of any of the aforementioned authorized signatories whose names appear thereon as signer or signers thereof) when bearing or purporting to bear the mechanically produced facsimile signature(s) of any two of the following:

Randy E. McCaslin, City Manager
Jeffrey A. Moore, Financial Services Director
Jackie S. Astrop, Treasury Services Manager
Kelly Latham, Accounting Manager

and US Bank & Trust is authorized and directed to honor and to charge the City of High Point for all such checks, drafts, or other orders for the payment of money, regardless of by whom or by what means the actual or purported mechanically produced signature(s) thereon may have been affixed thereto, if such signature(s) resemble(s) the specimens from time to time filed with US Bank & Trust by the City Clerk or other officer of the City.

BE IT FURTHER RESOLVED, that the City Clerk shall furnish US Bank & Trust a certified copy of this Resolution, and US Bank & Trust is hereby authorized to deal with the above named employees under the authority of this Resolution unless and until it shall be expressively notified in writing to the contrary by the City of High Point;

BE IT FURTHER RESOLVED, that the City Clerk shall, from time to time hereafter, as changes in the personnel named within this Resolution are made, immediately certify such changes to US Bank & Trust."

I further certify that the City Council of the City of High Point, has at the time of adoption of this resolution had full power and lawful authority to adopt the foregoing resolution and to confer the powers granted to the persons named who have full power and lawful authority to exercise the same.

WITNESS my hand and the Corporate Seal of the City of High Point, North Carolina.

Bernita Sims, Mayor

Adopted by City Council,
this the 16th day of June, 2014.

Lisa B. Vierling, CMC
City Clerk

**"RESOLUTION AUTHORIZING DEPOSITORY AGREEMENT WITH
SUNTRUST BANK AND THE CITY OF HIGH POINT**

WHEREAS, the City of High Point, a Municipal Corporation existing under the laws of the State of North Carolina, desires to designate SunTrust Bank as a depository of this Municipal Corporation; and,

WHEREAS, that a deposit account and/or certificates of deposit and/or other evidences of investments be opened and maintained in the name of the City of High Point, with said financial institution in accordance with the applicable rules and regulations for such an account(s); and.

WHEREAS, that the Financial Services Director or his assistant, upon adoption of this resolution, be authorized on behalf of the City of High Point, and in its name to sign checks, drafts, notes, bills of exchange, acceptances, certificates of deposit or other orders for the payment of money; to endorse checks, notes, bills, certificates of deposit, or other instruments, owned or held by this Municipal Corporation for deposit with said bank or for collection or discount by said banks; to accept drafts, acceptances and other instruments payable at said bank; to execute and deliver an electronic funds transfer agreement and to appoint and delegate, from time to time, such persons who may request transfers on behalf of this Municipal Corporation; to establish and maintain a night deposit relationship; to establish and maintain other banking services coincidental to the establishment of said bank as an official depository; to waive presentment, demand, protest and notice of protest or dishonor of any check, note, bill, draft or other instrument made, drawn or endorsed by this Municipal Corporation;

NOW THEREFORE, be it resolved that SunTrust Bank, is herewith designated as an authorized depository of the City of High Point as of July 1, 2014, and that one or more checking and/or other deposit accounts be opened and maintained with SunTrust Bank; that any of the following employees, to wit:

Randy E. McCaslin, City Manager
Jeffrey A. Moore, Financial Services Director
Jackie S. Astrop, Treasury Services Manager
Kelly Latham, Accounting Manager

are authorized on behalf of the City of High Point, by, and in its name: to sign checks, drafts, and other orders for the payment of money from the City of High Point's account(s); to accept drafts, acceptances, and other evidences of indebtedness payable at or through said Bank; to waive presentment, demand, protest, and notice of protest or dishonor of any check(s), drafts(s), acceptances, or other evidences of indebtedness made, drawn, or endorsed by the City of High Point; and otherwise deal with SunTrust Bank in connection with the forgoing activities;

BE IT FURTHER RESOLVED, that the opening and maintaining of the above City of High Point account(s) and all transactions in connection therewith shall be governed by the provisions of the agreements contained on the applicable "Signature Cards" pertaining to such accounts(s), as amended from time to time by SunTrust Bank unless otherwise agreed upon by the City of High Point and SunTrust Bank, and by such rules and regulations as SunTrust Bank shall, from time to time, promulgate and establish. It is understood that SunTrust Bank shall give the City of High Point 30 days advance notice as to any changes in the above agreements, rules, and/or regulations. Further, the City of High Point is herewith authorized to obtain other related services from SunTrust Bank. The rendering of such services shall be governed by any other such agreements contained on the application or signature cards pertaining to any such services offered to the City of High Point by SunTrust Bank, as amended from time to time unless otherwise agreed upon by the City of High Point and SunTrust Bank. Each of the above identified employees of the City of High Point is herewith authorized to sign and execute such "Signature Cards," applications and forms as SunTrust Bank shall deem appropriate, from time to time, in connection with the opening and maintaining of such accounts(s) and/or obtaining of such additional related services;

BE IT FURTHER RESOLVED, that SunTrust Bank is authorized and requested to honor all checks, drafts, and other orders for the payment of money drawn in the name of the City of High Point against funds of the City of High Point on deposit with SunTrust Bank when bearing the required signatures of, or pursuant to any agreement with, any two named signatories from the above authorized list;

BE IT FURTHER RESOLVED, that SunTrust Bank is requested, authorized, and directed to honor all checks, drafts, or other orders for the payment of money drawn in the City of High Point's name on its account(s) on the books of SunTrust Bank (including those drawn to the individual order of any of the aforementioned authorized signatories whose names appear thereon as signer or signers thereof) when bearing or purporting to bear the mechanically produced facsimile signature(s) of any two of the following:

Randy E. McCaslin, City Manager
Jeffrey A. Moore, Financial Services Director
Jackie S. Astrop, Treasury Services Manager
Kelly Latham, Accounting Manager

and SunTrust Bank is authorized and directed to honor and to charge the City of High Point for all such checks, drafts, or other orders for the payment of money, regardless of by whom or by what means the actual or purported mechanically produced signature(s) thereon may have been affixed thereto, if such signature(s) resemble(s) the specimens from time to time filed with SunTrust Bank by the City Clerk or other officer of the City.

BE IT FURTHER RESOLVED, that the City Clerk shall furnish SunTrust Bank a certified copy of this Resolution, and SunTrust Bank is hereby authorized to deal with the above named employees under the authority of this Resolution unless and until it shall be expressly notified in writing to the contrary by the City of High Point;

BE IT FURTHER RESOLVED, that the City Clerk shall, from time to time hereafter, as changes in the personnel named within this Resolution are made, immediately certify such changes to SunTrust Bank."

I further certify that the City Council of the City of High Point, has at the time of adoption of this resolution had full power and lawful authority to adopt the foregoing resolution and to confer the powers granted to the persons named who have full power and lawful authority to exercise the same.

WITNESS my hand and the Corporate Seal of the City of High Point, North Carolina.

Bernita Sims, Mayor

Adopted by City Council,
this the 16th day of June, 2014.

Lisa B. Vierling, CMC
City Clerk



June 9, 2014

To: Randy McCaslin, Assistant City Manager
From: Garey Edwards, Director of Electric Utilities
Subject: Asplundh Contract

I am recommending that the City of High Point proceed with the attached ElectriCities contract for tree trimming services with the Asplundh Tree Expert Company. This is a new contract that was negotiated for us by ElectriCities with Asplundh, as part of our joint purchasing agreement.

This contract has been delayed due to legal negotiations between ElectriCities and Asplundh. We received the OK from Clarice Wilson of ElectriCities last week to that the legal conditions had been agreed upon and to proceed with the contract.

The estimated expenditure for this year is estimated at \$600,000. This amount has been budgeted for this fiscal year. Asplundh has been providing exceptional service over the past years and I have no problem in recommending them for future work.

I have attached a copy of the contract for your review. Let me know if you have any concerns in connection with this contract.

cc: file
Tarinda Chappell
Jeff Moore
Sherry Smith

SERVICES AGREEMENT
Tree Trimming #121013-N

WITNESS THIS SERVICES AGREEMENT, made and entered into as of the day of 3/26 2014, by and between ELECTRICITIES OF NORTH CAROLINA, INC., a joint municipal assistance agency (herein "ElectriCities"), and ASPLUNDH TREE EXPERT CO. a Corporation (herein the "Service Provider").

RECITALS

ElectriCities desires to have the Service Provider provide certain services for each member of ElectriCities which elects to utilize the services of the Service Provider (referred to herein collectively as the "Participating Members" and singularly as a "Participating Member"); and the Service Provider, as an independent Service Provider, desires to provide those services, pursuant to the terms and provisions of this Agreement.

COVENANTS

NOW, THEREFORE, in consideration of the terms and provisions herein contained, IT IS AGREED:

1. **Scope of Work.**

(a) The Service Provider hereby agrees to provide each Participating Member with the services set out in Schedule A attached hereto (the "Services"), as outlined in RFP #121013-N dated December 10, 2013 and described in Service Provider's bid dated . Each Participating Member shall acknowledge its election to utilize services of the Service Provider by executing an agreement, a copy of which is attached hereto as Exhibit A (the "MC Agreement"), thereby specifically subjecting itself to the rights and obligations under this Agreement; copies of executed MC Agreement shall be provided to the Service Provider upon request. The Service Provider hereby acknowledges the rights of each Participating Member under this Agreement with the same force and effect as if each Participating Member had been a party signatory hereto and each Participating Member shall be considered a party to this Agreement. The Participating Member shall request the desired services from time to time and at any time during the term of this Agreement, but no Participating Member shall be under obligation to request any minimum amount of Services. Each request for Services shall be covered by a separate Service Order substantially in the form attached as Schedule B hereto, which shall be signed and dated by representatives of each party and attached hereto. The Service Provider shall only undertake the Services which it is authorized to provide under the Service Order(s). The Services shall be performed to the satisfaction of each Participating Member and in full compliance with the terms and provisions of this Agreement. The Service Provider shall provide all of the personnel,

materials, equipment, motor vehicles and supervision necessary to perform the Services. All motor vehicles, tools and equipment to be provided by the Service Provider shall be in good condition and suitable for the work to be performed hereunder, and shall be properly maintained to ensure their availability and efficiency in operation.

(b) ElectriCities shall act as the agent of each Participating Member with only that authority and liability as specifically set forth in this Agreement and all actions taken by ElectriCities pursuant to this Agreement shall be solely in that capacity and not on its own behalf. ElectriCities makes no representations or warranties hereunder and shall have no obligation or liability hereunder including, but not limited to, payment for the Services, except in the limited capacity of the agent of each Participating Member as provided hereunder. It is understood and acknowledged that some or all members of ElectriCities may not elect to receive the Services. ElectriCities shall provide a list of the Participating Members, if any, that desire to participate. The Service Provider hereby acknowledges that no minimum number of Participating Members is guaranteed to participate hereunder.

2. **Payment.** The Service Provider will submit all invoicing within ten (10) days after completion of work. If the work will exceed thirty (30) days, the Service Provider may submit monthly invoices. Payments for work performed will be made within 30 days after receipt of the invoice at the rates and terms set forth in Schedule C attached hereto by the Participating Member. The Participating Member shall make all payments directly to the Service Provider and ElectriCities shall have no responsibility or liability for the payment of any services provided to the Participating Member by the Service Provider. There will be no compensation for lost work days which shall include, but not be limited to, work days lost due to inclement weather, equipment malfunctions or Participating Member's scheduled holidays. There shall be no add-on costs to the per unit cost specified on Schedule C, Rates, Charges and Expenses.

3. **Term.** This Agreement shall commence on the date above written and shall continue for a period of one (1) year and from year to year thereafter; provided, however, that either ElectriCities or the Service Provider, for any reason or no reason, may terminate this Agreement immediately by providing the other party with written notice at least thirty days prior to the expiration of the then current term, and each Participating Member that has agreed to be a party to this Agreement may terminate this Agreement as to it immediately by providing ElectriCities and the Service Provider with written notice thereof; provided, further, that in no event shall the term of this Agreement, including any extensions thereof, exceed three (3) years. Upon the termination of its participation under this Agreement by a Participating Member, that Participating Member shall have no further liability or obligation to the Service Provider except for the Participating Member to compensate the Service Provider for the Services performed prior to the date of termination in full compliance with the terms and provisions of this Agreement. Upon the termination of this Agreement by ElectriCities or

the Service Provider, ElectriCities and the Participating Members shall have no further liability or obligation to the Service Provider except that each Participating Member shall remain liable to pay the Service Provider for Services performed prior to the date of termination in full compliance with the terms and provisions of this Agreement. Without in any way limiting a Participating Member's right to terminate this Agreement as provided above, ElectriCities and each Participating Member may also suspend the Services to be performed hereunder for any length of time if, in ElectriCities' or the Participating Member's sole opinion, conditions of weather, flood, strikes or other emergencies make it desirable to do so, or the work is not being performed in full compliance with the terms and provisions of this Agreement. If ElectriCities or a Participating Member suspends the work, it shall provide the Service Provider with reasonable notice of its dissatisfaction with the work or other reason and a reasonable time to bring the work into full compliance with this Agreement. The Participating Member shall not be responsible to pay the Service Provider for any Services or related costs during the period the Service is suspended. Discontinuances of work, and or extensions of time ordered or granted by ElectriCities under this clause shall not be construed in any way as the basis for a claim for extra compensation by the Service Provider including but not limited to, any claim based on loss of efficiency or productivity and shall not operate to release the Service Provider from any of its obligations hereunder. The right of ElectriCities or a Participating Member to suspend the Service shall be in addition to, and not in lieu of, any and all other rights or remedies ElectriCities and the Participating Members may have at law or in equity, and ElectriCities' or a Participating Member's failure to suspend the Service shall not be deemed approval of the Service or a release or waiver of any such rights and remedies.

4 Warranties and Representations of the Service Provider. The Service Provider hereby warrants and represents to ElectriCities and the Participating Members that:

(a) All Services and labor supplied by the Service Provider under this Agreement (i) shall fully comply with all of the terms and provisions of this Agreement; and (ii) shall be performed with due care in a workmanlike manner and be free from all defects, omissions, or commission which cause or result in, directly or indirectly, any loss, damage or injury to any person or property.

(b) All parts, products and materials if any are installed by the Service Provider (new, rebuilt or otherwise) are warranted to operate in accordance with the specifications as set forth in Schedule A attached hereto and shall be free from all defects for a period of one(1) year from performance of the Services.

(c) These warranties and representations are in addition to, and not in lieu of, any and all implied warranties and shall survive the performance of the Services.

Preservation of Property.

(a) The Service Provider shall only enter upon private property for the purpose of performing the Services agreed to hereunder. The Service Provider shall be responsible for the preservation of all public and private property, and shall use such precautions as are necessary to prevent damage or injury thereto.

(b) The Service Provider shall be responsible for loss or damage to motor vehicles, materials, equipment and other items used or held in connection with the Services. If the Service Provider's employees are issued any equipment or other property of a Participating Member for use under the Agreement, such employees are expected to return such equipment or other property in the same condition in which it was issued, reasonable wear and tear accepted and take reasonable actions to prevent damage or loss of such equipment or other property. The Service Provider will be required to reimburse each Participating Member for the repair or replacement cost of any lost or damaged equipment or other property of that Participating Member.

(c) All of the Services shall be performed at the Service Provider's risk, and if the Services or any product or material provided in connection therewith is damaged or destroyed in any way prior to completion, the Service Provider shall promptly repair or replace the same at no additional cost or expense to any Participating Member.

6. Safety and Regulation.

(a) The Service Provider shall perform the Services under this Agreement with the utmost regard for public safety and welfare, taking all necessary safety precautions as required by each Participating Member or by local, state, and federal authorities to safeguard lives and properties. The Service Provider shall immediately report to the Participating Member representatives any hazardous situation encountered, of which it receives notice that applies to that Participating Member. The Service Provider shall not leave the site until the hazard is corrected or the Service Provider is authorized to leave by a Participating Member supervisor or designee. The Service Provider will also promptly report to the Participating Member representative any information it has regarding a defective or unsafe condition on any premises of the Participating Member or one of its customers that applies to that Participating Member.

(b) The Service Provider shall perform the Services hereunder in strict compliance with each Participating Member's policies and procedures, if it has any that apply to the Services and as they may change from time to time. Each Participating Member shall provide the Service Provider with those policies and procedures prior to or with the Service Order for which they are to apply.

7. **Compliance with Laws**

(a) The Service Provider shall comply with all federal, state and local laws, rules, regulations, and/or ordinances applicable to the Services to be performed hereunder, including, without limitation, those related to environmental protection and safety and health as promulgated by the Secretary of Labor under the Occupational Safety and Health Act of 1970, as amended.

(b) The Service Provider will obtain all of the appropriate governmental licenses and permits necessary to perform the Services to be provided hereunder, including, without limitation, those related to environmental protection and shall maintain such licenses and permits at all times during the term hereof and as otherwise required by law. The Service Provider shall provide each Participating Member, or its designee, with a copy of such licenses and permits upon request.

8. **Service Provider Personnel**

(a) The Service Provider shall at all times be responsible for the conduct and discipline of its employees, and provide personnel to perform the Services hereunder with the proper skills, experience, knowledge and technical training necessary therefore. Any employees of the Service Provider who shall appear in any way unqualified or presents a public image detrimental to a Participating Member, in Electricities' or that Participating Member's sole judgment, shall no longer be assigned to perform work for that Participating Member and shall not again perform any work for that Participating Member, without that Participating Member's prior written consent. It shall be the Service Provider's responsibility to conduct adequate background checks on all employees providing Services under this Agreement. The Service Provider shall not permit the use or possession of firearms, alcohol or drugs of any type while conducting Services pursuant to this Agreement. No employee of the Service Provider under the age of 18 shall be permitted to perform any of the Services or permitted on the property owned by the Participating Member or its customers.

(b) Attention is called to the fact that certain portions of the Services calls for workmen skilled not only in their trade, but specialized in the particular line required. The Service Provider shall provide that such work shall be performed by workmen who are skilled and specialized in the work to which they are assigned. None of the Service Provider's Level II Technicians or engineers may be withdrawn by the Service Provider from the work without due notification being given to the Participating Member and Electricities; provided, however, that no such work withdrawal shall be made if it will jeopardize successful completion of the work.

9. **Cooperation** The Service Provider agrees, at its cost and expense, to make available its employees and records and to otherwise cooperate as

reasonably requested by a Participating Member when necessary to participate in any action or proceeding related to the Services to be provided under this Agreement.

10. **Service Provider Identification** The Service Provider, upon request of a Participating Member, shall provide adequate identification for its personnel so that the public can easily identify them.

11. **Books and Records** The Service Provider shall maintain its books and records to support all work performed and all items billed to a Participating Member and shall retain all such books and records for a period of three (3) years following the year in which the Services were performed or earlier termination of this Agreement. In addition, the Service Provider shall maintain all records required by any local, state or federal law, rule or regulation. Each Participating Member or ElectriCities may review and copy all books and records maintained pursuant to this Section 11.

12. **Reports** In addition to all other reports required by this Agreement, the Service Provider shall provide each Participating Member with such other reports, copies and printouts as the Participating Member shall reasonably request in connection with the Services.

13. **Indemnification**

(a) The Service Provider agrees to the fullest extent permitted by law, to **RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS** ElectriCities, and its officials, officers, directors, agents or employees, from and against any and all liability, loss, damages, costs, claims, demands, fines, penalties, cleanup costs and other pollution-related items, expenses and fees (including, without limitation, reasonable attorney's fees and consultant's fees) of whatever type and nature which shall be caused (directly or indirectly) by, arise out of, or in any manner be connected with (i) the Service Provider's provision of Services pursuant to this Agreement; (ii) the Service Provider's breach of this Agreement; (iii) the inaccuracy of any representation or warranty given by the Service Provider pursuant to this Agreement; or (iv) the violation by the Service Provider in the performance of this Agreement of any ordinance, regulation, rule or law of any political subdivision or duly constituted public authority having jurisdiction over the Service Provider or the Participating Members for the work performed under this Agreement; including, without limitation, to the fullest extent caused by the Service Provider's negligent acts, errors or omissions. Those that result from the acts or omissions (negligent or otherwise) of ElectriCities, or its officials, officers, directors, agents or employees, related to the Services to be performed under this Agreement, except those that arise from the willful misconduct of ElectriCities, or its officials, officers, directors, agents or employees. In no event shall ElectriCities or either parties officials, officers, directors, agents or employees, be liable for any incidental, special, consequential, or indirect damages.

(b) The Service Provider agrees to the fullest extent permitted by law, to **RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS** the Participating Member, and its officials, officers, directors, agents or employees, from and against any and all liability, loss, damages, costs, claims, demands, fines, penalties, cleanup costs

and other pollution-related items, expenses and fees (including, without limitation, reasonable attorney's fees and consultant's fees) of whatever type and nature which shall be caused (directly or indirectly) by, arise out of, or in any manner be connected with (i) the Service Provider's provision of Services pursuant to this Agreement; (ii) the Service Provider's breach of this Agreement; (iii) the inaccuracy of any representation or warranty given by the Service Provider pursuant to this Agreement; or (iv) the violation by the Service Provider in the performance of this Agreement of any ordinance, regulation, rule or law of any political subdivision or duly constituted public authority having jurisdiction over the Service Provider or the Participating Members for the work performed under this Agreement; including, without limitation, to the fullest extent permitted by law, those that result from the acts or omissions (negligent or otherwise) of the Participating Member, or its officials, officers, directors, agents or employees, related to the Services to be performed under this Agreement, except those that arise from the willful misconduct of the Participating Member, or its officials, officers, directors, agents or employees. Except as may result from Section 19 hereof, in no event shall the Participating Member or its officials, officers, directors, agents or employees, be liable for any incidental, special, consequential, or indirect damages. The Service Provider agrees that the Participating Member, and its officials, officers, directors, agents or employees are third party beneficiaries of the provisions of this Agreement with the right to enforce the same and that their obligations to ElectricCities and its officials, officers, directors, agents or employees hereunder shall be joint and several.

(c) The Participating Member agrees to the fullest extent permitted by law, to **RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS** ElectricCities, and its officials, officers, directors, agents or employees, from and against any and all liability, damages, costs, claims, demands, fines, penalties, cleanup costs and other pollution-related items, expenses and fees (including, without limitation, reasonable attorney's fees and consultant's fees) of whatever type or nature, which shall be caused (directly or indirectly) by, arise out of, or in any manner be connected with (i) this Agreement; (ii) the Services provided pursuant to this Agreement; or (iii) the acts or omissions (negligent or otherwise) of the Participating Member, the Service Provider, or their respective officials, officers, directors, agents or employees related to the Services to be performed under this Agreement; including, without limitation, to the fullest extent permitted by law, those that result (in whole or in part) from the acts or omissions (negligent or otherwise) of ElectricCities, or its officials, officers, directors, agents or employees related to the Services to be performed under this Agreement, except that arise directly from the willful misconduct of ElectricCities or its officials, officers, directors, agents or employees. In no event shall ElectricCities or its officials, officers, directors, agents or employees, be liable for any incidental, special, consequential, or indirect damages.

ElectricCities disclaims all liability and responsibility for any and all acts and omissions of the Participating Members. A Participating Member shall not be deemed an agent of ElectricCities and ElectricCities and its officials, officers, directors, agents or employees shall not be responsible for any acts or omissions of a Participating Member or its officials, officers, directors, agents or employees.

14. **Insurance**

(a) The Service Provider shall not begin to provide any Services under this Agreement until: (i) it has obtained all the insurance required herein; and (ii) if requested by ElectriCities or a Participating Member, it has furnished certificates evidencing such insurance to ElectriCities and/or the Participating Member, or a designee. Every certificate of insurance evidencing the coverage as required herein shall provide that: "No reduction, modification, cancellation or expiration of the policies shall become effective until thirty (30) days from the date of written notice thereof has been given to the Participating Members and ElectriCities." The Service Provider shall obtain and maintain at all times during the term of this Agreement, at its own cost and expense, the following insurance having listed minimum amounts of insurance coverage: SERVICE PROVIDER SHALL OBTAIN AND MAINTAIN AT IT'S EXPENSE AND SHALL REQUIRE ALL OF IT'S SUBCONTRACTORS TO CARRY, DURING THE TERM OF THIS AGREEMENT, THE MINIMUM INSURANCE COVERAGES SET FORTH BELOW:

TYPE	LIMITS	
Workers Compensation & Employers Liability	Statutory	
	Each Accident	\$100,000
	Disease-Policy Limit	\$500,000
	Disease-Each Employee	\$100,000
Workers Compensation Policy shall be endorsed to waive the rights of subrogation against ElectriCities, the appropriate Power Agency (if any), the Participating Member (if any) and their officers, directors, officials and employees. Form WC 00 03 13 should be attached to policy.		
Commercial General Liability	Each Occurrence	\$1,000,000
	Per Project Aggregate	\$2,000,000
Commercial General Liability Policy shall be written on an occurrence form covering premises-operations, products-completed operations, personal injury and contractual; with no exclusion for liability arising from explosion, collapse or underground property damage		
Automobile Liability	Each Occurrence	\$1,000,000
Auto Policy shall cover all owned, hired or non-owned vehicles.		
Umbrella Liability	Each Occurrence	\$5,000,000
Additional Insured(s)		
General Liability, Automobile Liability and Umbrella Liability Policies shall be endorsed to include ElectriCities, the appropriate Power Agency (if any) and the Participating Member (if any) and their officers, directors, officials and employees as additional insured with respect to liability arising Service Provider's ongoing and completed operations. This coverage shall be primary as to (and non-contributory with) any and all insurance (including self-insurance) maintained or otherwise available to the additional insured.		

Professional Liability (When Requested or Required)	Per Claim	\$1,000,000
Pollution Liability (When Requested or Required)	Per Claim	\$1,000,000

All insurance policies shall be written by a fully qualified insurance company licensed to provide insurance in the state where services are to be performed. An A M Best rating of at least A- VIII shall be required. Service Provider shall present a certificate of insurance in proper form prior to starting performance of the agreement, confirming compliance with the above requirements. All required policies of insurance shall be endorsed to provide thirty days prior notice of cancellation to Electricities and copies of such endorsements and additional insured endorsements shall be attached to certificate of insurance.

Compliance with the above requirements shall in no way limit or restrict Service Provider's obligations under any indemnity agreements in this subcontract. Service Provider acknowledges that the above insurance requirements do not constitute advice or a representation that only such policies or limits of liability are adequate to protect the Service Provider from losses in connection with its business under this agreement.

All policies, except Workers' Compensation, shall be endorsed to name each Participating Member and Electricities and, if requested by Electricities, the appropriate Power Agency, as additional insured(s), with respect to liability arising out of the Service Provider's Services performed under this Contract using the form of an additional insured endorsement as shall be requested by a Participating Member or Electricities. All insurance policies shall be written by a fully qualified insurance company licensed to provide insurance in the state where the Services are to be performed. An A M Best rating of at least A-VI shall be required. The comprehensive general liability insurance to be carried by the Service Provider pursuant to this Agreement shall include coverage for all of the Service Provider's contractual liability under this Agreement with limits not less than those set forth above

(b) At Electricities' or a Participating Member's request, the Service Provider may be required to carry greater coverage amounts and/or other types of insurance. Compliance with the above requirements shall in no way limit or restrict the Service Provider's obligations under the indemnity or other provisions of this Agreement. Nothing herein shall be deemed to restrict the amount or types of insurance the Service Provider shall carry and the Service Provider is at risk for making its own decisions regarding those items. The Service Provider acknowledges that no requirement for insurance contained in this Agreement constitutes advice or a representation by the Participating Members or Electricities that only such policies, in such amounts, are necessary to protect the Service Provider from losses in connection with its business under this Agreement. Maintenance of this insurance, and the performance by the Service Provider of its obligations under this Section, shall not relieve the Service Provider of liability under any other provisions of this Agreement, including, without limitation, those involving indemnification.

15. Confidentiality

(a) The Service Provider acknowledges and agrees that the information and materials it receives in connection with the Services performed under this Agreement (the "**Confidential Information**") is confidential and a valuable asset, and is disclosed to the Service Provider solely on the condition that it agrees that, during and, for a period of two (2) years after, the term of this Agreement, it will maintain the absolute confidentiality of the Confidential Information, will not use or disclose the Confidential Information in any business or other capacity, will not disclose the confidential information to anyone not performing the Services under this Agreement, and will not make unauthorized copies of any portion of the Confidential Information disclosed in writing or other tangible form.

(b) To effectuate the foregoing, the Service Provider agrees that, upon request of Electricities or a Participating Member, each of the Service Provider's employees that is involved in the Services provided under this Agreement shall execute and deliver a confidentiality agreement in a form reasonably satisfactory to Electricities.

or a Participating Member, as the case may be; provided, however, obtaining these agreements shall in no way limit the Service Provider's obligations or liabilities under this Agreement. The Service Provider acknowledges that in the event of the breach of this Section 15, the Participating Member and Electricities will be irreparably damaged and that damage will be difficult to determine with the certainty or to compensate Electricities or a Participating Member fully for the monetary value of its losses and damages. Therefore, in addition to all remedies at law or in equity, the Service Provider agrees that any prohibited disclosure or misuse of the Confidential Information shall give rise to remedies at law or in equity, including actions for damages or temporary restraining order, preliminary injunction and permanent injunction to enjoin the conduct of the Service Provider and/or its employees in violation of the provisions of this Section.

16. **Survival** Where any covenants, obligations, indemnities or other provisions contained in this Agreement, or in any other instrument executed in connection with the transactions described herein, by its context or otherwise, evidences the intent of the parties that such provision should survive the expiration or other termination of this Agreement, the provisions shall survive the expiration or other termination. Without limiting the generality of the foregoing, the parties specifically acknowledge and agree that all the covenants, obligations and indemnities made in Sections 4, 13, 14, 15 and 19 of this Agreement shall survive the expiration or other termination.

17. **Scheduling**

(a) The Service Provider's work hereunder shall be performed during the normal work week, Monday through Friday except for Participating Member's scheduled holidays. The normal work day shall not exceed eight (8) hours. Travel time to and from the Participating Member's premises and the lunch period shall not be included as part of the standard eight (8) hour work day with the starting time to be coordinated with each Participating Member.

(b) The Service Provider agrees that the work shall be commenced and carried out at such points, and in the order of precedence, and at such times and seasons as may be required to meet the schedule provided by Electricities and/or the Participating Member pursuant to Section 1 (b) above for the completion of the Inspection and Testing Services.

(c) No necessity for an extension of time provided by Electricities or the Participating Member pursuant to Section 17 above for the completion of the Inspection and Testing Services is anticipated, but if untoward or extraordinary circumstances should arise beyond the control of the Service Provider, which in the opinion of Electricities or the Participating Member should entitle the Service Provider to a reasonable extension of time, such extension may be granted but such extension or the refusal to grant an extension shall not be the basis for any claim for additional compensation by the Service Provider, including any claim based on loss of efficiency or

productivity, and shall not operate to release the Service Provider from any of its obligations hereunder.

18. **Notice** All notices permitted or required pursuant to the terms of this Agreement shall be deemed made or given if personally delivered, including, without limitation to workers on the job site, or when placed in the United States Mail postage prepaid, certified mail, return receipt requested, and addressed to the parties hereof as follows:

To Service Provider:

With a copy to:

Electricities of North Carolina, Inc.

P. O. Box 29513
Raleigh, North Carolina 27626-0513
Attention: Procurement Specialist

To Electricities:

To the address listed on the MC Agreement
for each Participating Member

Each party hereto may change its address for the provisions of notices by giving the other parties notice thereof in the manner provided for giving notices hereunder.

19. **Independent Service Provider** The Service Provider is contracting under the terms and provisions of this Agreement as an independent contractor and shall act as such at all times during the term of this Agreement. Except as set forth in Section 1(b) hereof, the parties hereto shall not act, or be deemed to act, as agents or partners of the other, nor be acting in any joint venture under this Agreement. The Service Provider is not authorized to represent the Participating Member, or Electricities, or otherwise bind the Participating Member or Electricities in any dealings with third parties. All employees furnished by the Service Provider pursuant to this Agreement shall be deemed to be the Service Provider's employees exclusively. The Service Provider shall be solely responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations.

20. **Force Majeure** Delays or failure of a party in the performance of its required obligations shall be excused if caused by circumstances beyond the reasonable control of the party affected; including but not limited to, acts of God, strikes, labor holiday, fire, flood, windstorm, explosion, riot, war, sabotage, actions or requests of governmental authorities, accident, inability to obtain material, equipment or transportation, provided that a prompt notice of such delay is given and the parties shall be diligent in attempting to remove such cause(s).

21. **Assignment** The Service Provider may not assign this Agreement or any of its rights, duties or obligations hereunder, or subcontract any of the services to be performed hereunder, without the prior written consent of ElectriCities, which consent may be withheld for any reason. No such assignment, even though thus consented to, or approval of subcontracts or Subcontractors by ElectriCities shall relieve the Service Provider from its liability under this Agreement for the performance and completion of work by the time and in the manner herein contracted for.

22. **Non-Exclusivity** This Agreement is not to be construed as granting the Service Provider the sole or exclusive right to provide the Services to the Participating Members or ElectriCities, and each Participating Member and ElectriCities hereby expressly reserves the right to contract with any other party for such services, as it deems necessary or appropriate. No minimum amount of work is expressly or impliedly assured under this Agreement. Each Participating Member reserves the right to determine how much, if any, Services shall be provided by the Service Provider under this Agreement.

23. **Binding Effect** All the terms, covenants and conditions hereof shall be binding upon the parties hereto and, subject to Section 21 hereof, shall bind and inure to the benefit of any successors or assigns.

24. **Waivers** Failure of a party hereto to complain of any act or omission on the part of a party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by a party hereto at any time, express or implied, or of any breach of any of the provisions of this Agreement shall be deemed a consent to any subsequent breach of the same or any other provisions.

25. **Construction** This Agreement shall be governed and enforced in accordance with the laws of the State of North Carolina, notwithstanding the principles of conflicts of law. If any provision of this Agreement, or portion thereof, shall be determined to be void or unenforceable by any court of competent jurisdiction, then such determination shall not affect any other provision of this Agreement, or portion thereof, all of which other provisions, or portions thereof, shall remain in full force and effect. If any provision of this Agreement, or portion thereof, is capable of two interpretations, one of which would render the provision, or portion thereof, void and the other of which would render the provision, or portion thereof, valid, then the provision, or portion thereof, shall have the meaning which renders it valid. In addition, if any provision of this Agreement, or portion thereof, is determined to be void or unenforceable by a court of competent jurisdiction, but the court determines that by limiting or modifying such provision, or portion thereof, in a certain fashion it would become valid or enforceable, then such provision, or portion thereof, shall be deemed to be written, construed, and enforced as so limited or modified. Whenever the neuter gender is used in this Agreement, it shall also include the male and female gender whenever appropriate, and vice versa.

26. **Captions** The captions and section numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections.

27. **Forum and Consent to Jurisdiction** The parties agree that, to the fullest extent permitted by law, any action or proceeding relating to this Agreement shall only be instituted and prosecuted in the state or federal courts of North Carolina. The Service Provider specifically consents to such jurisdiction and to extraterritorial service of process. Nothing herein shall affect the right of ElectriCities or a Participating Member to service process in any manner permitted by law or to commence legal proceedings or otherwise proceed against the Service Provider in any other jurisdiction.

28. **Further Assurances** The Service Provider agrees to perform any further acts and execute and deliver any further documents that may be reasonably necessary to carryout the purposes and provisions of this Agreement.

29. **Additional Provisions** The parties also agree to the additional terms and provisions set forth on Schedule D attached hereto, if any are in fact set out in writing thereon. Any conflict or inconsistency between the terms and provisions set forth on Schedule D and those set forth anywhere else in this Agreement shall be resolved in favor of those terms and provisions set forth in Schedule D.

30. **Entire Agreement** This Agreement contains the entire agreement of the parties concerning the subject matter hereof. It supersedes all prior or conflicting agreements, representations, promises or conditions. It may be changed only by agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought. All schedules and exhibits attached hereto, including, without limitation, the MC Agreements, the service options and the service orders to be executed hereafter, are hereby incorporated herein by reference, and any reference herein to this Agreement shall be deemed to include all such schedules and exhibits.

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.

ASPLUNDH TREE EXPERT CO.

By: Barry D. Suddreth
Barry D. Suddreth

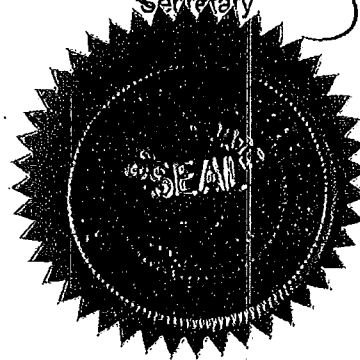
Title: Vice President

Address: 351 Orchard Circle

Charlotte, NC 28217

ATTEST:

Mary K. Davis
Secretary



ELECTRICITIES OF NORTH CAROLINA, INC.

By: Andrew M. Fano

Title: V.P. Member Services

Address: PO Box 29513
Raleigh, NC 27626-0513

ATTEST:

Linda Anderson
Asst. Secretary

(CORPORATE SEAL)

EXHIBIT A

Tree Trimming

This Agreement dated _____ is between ElectriCities of North Carolina, Inc. ("ElectriCities"), P.O. Box 29513, Raleigh, North Carolina 27626-0513 and _____ for the purpose of providing **Tree Trimming services (the "Services")**.

ElectriCities on behalf of the Participating Member, has contracted with _____ (the "**Service Provider**"), an independent Service Provider, to provide the Services Participating Members that desire such Services. ElectriCities shall use its good faith efforts to assist in the administration of that agreement between ElectriCities and the Service Provider, a copy of which is attached hereto and incorporated herein by reference (the "**Services Agreement**"), and the Participating Member hereby agrees to be subject to all the terms and provisions thereof.

Work shall be performed during the standard work week (Monday-Friday) and at times agreed to between the Participating Member and the Service Provider. The Participating Member shall furnish all assistance as requested by the Service Provider for the purpose of this Agreement.

The Service Provider shall furnish all labor, materials, supervision and equipment needed to perform the Services for members of ElectriCities which elect to utilize the Services. The Participating Member shall select the Services it desires by completing a Service Order for such Service.

The Service Provider will submit invoices and back-up information directly to the Participating Member as set forth in the Services Agreement for work performed for the Participating Member. These invoices shall be the basis of payment by the Participating Member. Payment by the Participating Member shall be made directly to the Service Provider within thirty (30) days of receipt of the Service Provider's invoice.

The Participating Member acknowledges that ElectriCities shall not be responsible for the Services to be provided by the Service Provider and that the Participating Member shall be solely responsible for the payment of all amounts due for the Services. The Participating Member agrees to the fullest extent permitted by law, to **RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS** ElectriCities, and its officials, officers, directors, employees and agents from and against any and all liability, damages, costs, claims, demands, fines, penalties, cleanup costs and other pollution-related items, expenses and fees (including, without limitation, reasonable attorney's fees and consultant's fees) of whatever type or nature, which shall be caused (directly or indirectly) by, arise out of, or in any manner be connected with (i) this Agreement; (ii) the Services Agreement; (iii) the Services for the Participating Member provided pursuant to the Services Agreement; or (iv) the acts or omissions (negligent or otherwise) of the Participating Member, the Service Provider, or their respective officers, employees or agents related to the Services to be performed for the Participating Member under the Services Agreement; including, without limitation, to the fullest extent permitted by law, those that result from the acts or omissions (negligent or otherwise) of ElectriCities, or its officials, officers, directors, employees or agents related to the Services to be performed for the Participating Member under the Services Agreement; including, without limitation, to the fullest extent permitted by law, those that result from

the acts or omissions (negligent or otherwise) of ElectriCities, or its officials, officers, directors, agents or employees related to the Services to be performed under this Agreement, except that arise directly from the willful misconduct of ElectriCities or its officials, officers, directors, agents or employees. In no event shall ElectriCities or its officials, officers, directors, agents or employees, be liable for any incidental, special, consequential, or indirect damages. The release and indemnification provisions of this Agreement shall survive the expiration or other termination of this Agreement, and are in addition to and not a limitation of any other rights or remedies ElectriCities, or its officials, officers, directors, agents or employees may have under this Agreement. If any provision of this Agreement or portion thereof is determined to be void or unenforceable by a court of competent jurisdiction, then such determination shall not affect any other provision of this Agreement or portions thereof, all of which other provisions and portions thereof shall remain in full force and effect.

The parties hereto have made and executed this Agreement as of the day and year first above written.

ElectriCities of North Carolina, Inc.

Participating Member

By: Andrew M. [Signature]
(Signature)

(Signature)

V.P. Member Services
(Title)

(Title)



— Serving Public Power Communities Since 1965 —

SCHEDULE A

SCOPE OF WORK **FOR TREE TRIMMING SERVICES**

The tree trimming services provided to ElectriCities' participating members should be performed by professional and knowledgeable personnel who will provide quality services to ElectriCities members throughout North Carolina.

Service Provider Responsibilities include:

- To furnish all labor, material, supervision and equipment to perform tree trimming services and consultation for various municipalities through out North Carolina which are members of ElectriCities and as directed by them and ElectriCities. Such services and consultation shall include but not be limited to:
 - Clearing of brush and tree limbs near power lines.
 - Removal and disposal of wood and debris related to tree trimming services at site designated by Member Municipality.
 - Advise Member Municipality of other work which would be helpful to maintain clear lines
- Vehicles used in the course of providing this service must comply with all North Carolina Motor Vehicle Regulations and be in good condition and suitable for work to be performed and shall be properly maintained
- Service Provider shall obtain all governmental licenses and permits necessary to perform the services to be provided and maintain all licenses and permits at all times while providing services to ElectriCities members
- Service Provider shall comply with all requirements of federal, state and local laws, rules, regulations, and ordinances applicable to the services being performed
- Service Provider will adhere to the scope of work and schedule as shown on individual forms entitled Schedule B, Service Order and as directed by the Member Municipality
- Service Provider shall ascertain that necessary permits, licenses and/or easements have been secured by Member Municipality when preparing to perform tree trimming services that cross highways, railroads, streets or utilities under the jurisdiction of a state, county, city, town or other public agency, public utility or private entity.
- Service Provider shall conduct work to ensure that the least possible obstruction to traffic, fire hydrants are kept accessible to fire-fighting equipment at all times, inconvenience to the general public and the residents in the vicinity of the work are as minimal as possible, and to ensure protection of persons and property. Temporary provisions shall be made by Service Provider to ensure the use of sidewalks and proper functioning of all gutters, sewer inlets, drainage ditches, and irrigation ditches.
- Service Provider shall provide adequate signs, barricades, lights and watchmen and take all precautions for protection of the work and safety of the public.
- Service Provider shall not enter private property without first obtaining permission of the landowner, or authorized agent and shall use precautions necessary to prevent damage and injury to all property.

- Service Provider shall perform reliable and accurate services in a timely manner.
- Submit weekly invoices to the Member Municipality with time cards signed by a representative of the Member Municipality where the services are performed. Submit all final invoicing within ten (10) days after completion of work.
- Service Provider will furnish an on-site, authorized individual or a duly authorized representative acceptable to the Member Municipality for the duration of the services being performed.
- Workmen will be skilled and specialized in the work to which they are assigned.
- Service Provider's employees will observe all Member Municipality's safety rules and procedures while performing tree trimming services.

Additional Service Provider Requirements

Special Safety Requirements

- ♦ The Service Provider or employees of the Service Provider, shall wear full body harness while working in an aerial lift basket and
- ♦ The Service Provider or employees of the Service Provider, if exposed within 10 feet of an arc flash, must wear flame retardant clothing.

Business Code of Conduct

The Service Provider must have a suitable Business Code of Conduct policy acknowledged by its employees. This policy must cover the areas of ethics and conflict of interest. While the Service Provider's employees are on site of the property belonging to the ElectriCities member, Service Provider's employees are to conduct themselves in a professional manner.

Availability:

The core hours of services should not exceed eight-(8) hours (excluding lunch breaks) mutually agreeable between the supplier and the Member Municipality. Service Provider may provide overtime not to exceed two hours per day.

The normal workweek is Monday through Friday. No work will be scheduled on a holiday observed by the Member Municipality unless requested by the Member Municipality and agreed to by the Service Provider at an agreed to rate of pay.

ElectriCities / Member Municipality's Responsibilities

- The Member Municipality will provide all criteria and full information as to the Member Municipality's requirements using form entitled Schedule B, Service Order and designate a person with authority to act on the Member Municipality's behalf on all matters concerning the scope of work.
- The Member Municipality will to the extent lawful, arrange for access to and make all provisions for Service Provider to enter upon public and private property as required to provide the services requested.
- Member Municipality will provide Service Provider, prior to the start of any work, the Member Municipality's safety practices and regulations in effect at the time.
- Member Municipality will make prompt payment upon satisfactory completion of work.
- ElectriCities will assist the Member Municipality with resolution of any disputes between the Member Municipality and the Service Provider on items which are covered by the Services Agreement.

END OF SCOPE OF WORK

SCHEDULE B
SERVICE ORDER

Participating Member: _____

Service Locations: _____

Services Requested: _____

Estimated Commencement and Completion Schedule: _____

Miscellaneous: _____

Participating Member

Service Provider

By: _____

By: _____

Title: _____

Title: _____

Date

Date

SCHEDULE C

REGULAR/OVERTIME RATES OF LABOR, TOOLS AND EQUIPMENT CHARGES

WORK TO BE COMPLETED IN 13 WEEKS OR LESS (Eastern)

2014

A. LABOR	NORMAL RATE	OVERTIME RATE
Working Foreman	\$ 29.26	\$ 40.97
Climber	\$ 26.38	\$ 36.94
Groundsman	\$ 22.57	\$ 31.61
B. EQUIPMENT		
1-Hydraulic Aerial Articulating boom with single basket minimum of 501 bottom of bucket mounted on suitable truck with pneumatic tolll and a power chain saw.	\$ 14.07	
1-Chipper	\$ 3.54	
1-2Ton Dump Type Tree Truck with hand tools, rope lines and power chain saws	\$ 9.66	
1-Stump Remover	\$ 14.24	
1-Bush Hog/Tractor	\$ 20.87	
1-Kershaw Type heavy brush or tree remover with 81 cutter head	\$ 78.29	
1-4x4 Tractor and Bush Hog	\$ 26.77	
1-L-III Trimlift	\$ 17.35	

*All Rates requested are per hour

SCHEDULE C

REGULAR/OVERTIME RATES OF LABOR, TOOLS AND EQUIPMENT CHARGES

OVER 13 WEEKS (Eastern)
2014

A. LABOR	NORMAL RATE	OVERTIME RATE
Working Foreman	\$ 27.63	\$ 38.69
Climber	\$ 24.92	\$ 34.89
Groundsman	\$ 21.32	\$ 29.87
B. EQUIPMENT		
1-Hydraulic Aerial Articulating boom with single basket minimum of 501 bottom of bucket mounted on suitable truck with pneumatic tolll and a power chain saw.	\$ 13.25	
1-Chipper	\$ 3.22	
1-2Ton Dump Type Tree Truck with hand tools, rope lines and power chain saws	\$ 9.11	
1-Stump Remover	\$ 12.95	
1-Bush Hog/Tractor	\$ 18.97	
1-Kershaw Type heavy brush or tree remover with 81 cutter head	\$ 71.18	
1-4x4 Tractor and Bush Hog	\$ 24.30	
1-L-III Trimlift	\$ 16.16	

*All Rates requested are per hour

SCHEDULE C

REGULAR/OVERTIME RATES OF LABOR, TOOLS AND EQUIPMENT CHARGES

WORK TO BE COMPLETED IN 13 WEEKS OR LESS (Western)

2014

A.	LABOR	NORMAL RATE	OVERTIME RATE
	Working Foreman	\$ 29.26	\$ 40.97
	Climber	\$ 26.38	\$ 36.94
	Groundsman	\$ 22.57	\$ 31.61
B.	EQUIPMENT		
	1-Hydraulic Aerial Articulating boom with single basket minimum of 501 bottom of bucket mounted on suitable truck with pneumatic toll and a power chain saw.	\$ 14.07	
	1-Chipper	\$ 3.54	
	1-2Ton Dump Type Tree Truck with hand tools, rope lines and power chain saws	\$ 9.66	
	1-Stump Remover	\$ 14.24	
	1-Bush Hog/Tractor	\$ 20.87	
	1-Kershaw Type heavy brush or tree remover with 81 cutter head	\$ 78.29	
	1-4x4 Tractor and Bush Hog	\$ 26.77	
	1-L-III Trimlift	\$ 17.35	

*All Rates requested are per hour

SCHEDULE C

REGULAR/OVERTIME RATES OF LABOR, TOOLS AND EQUIPMENT CHARGES

OVER 13 WEEKS (Western)
2014

A. LABOR	NORMAL RATE	OVERTIME RATE
Working Foreman	\$ 27.63	\$ 38.69
Climber	\$ 24.92	\$ 34.89
Groundsman	\$ 21.32	\$ 29.87
B. EQUIPMENT		
1-Hydraulic Aerial Articulating boom with single basket minimum of 501 bottom of bucket mounted on suitable truck with pneumatic tolll and a power chain saw.	\$ 13.25	
1-Chipper	\$ 3.22	
1-2Ton Dump Type Tree Truck with hand tools, rope lines and power chain saws	\$ 9.11	
1-Stump Remover	\$ 12.95	
1-Bush Hog/Tractor	\$ 18.97	
1-Kershaw Type heavy brush or tree remover with 81 cutter head	\$ 71.18	
1-4x4 Tractor and Bush Hog	\$ 24.30	
1-L-III Trimlift	\$ 16.16	

*All Rates requested are per hour

In response to Proposal Requirements; Item 9; Additional Information:

- 1) Asplundh would like to make the following equipment available to Electricities members at the rates listed below and ask that these rates be incorporated into Schedule C.

13 Weeks or More

2014 Rates

Disc Chipper	<u>\$ 5.80</u> p/hour
Pickup Truck	<u>\$ 7.69</u> p/hour
4x4 Pickup Truck	<u>\$ 8.57</u> p/hour
Jaraff	<u>\$ 59.92</u> p/hour
PaddleFoot	<u>\$ 24.66</u> p/hour
2x4 60'/70' Scissor Lift	<u>\$ 25.90</u> p/hour

12 Weeks or Less

Disc Chipper	<u>\$ 6.67</u> p/hour
Pickup Truck	<u>\$ 8.84</u> p/hour
4x4 Pickup Truck	<u>\$ 9.87</u> p/hour
Jaraff	<u>\$ 66.60</u> p/hour
Paddle Foot	<u>\$ 32.15</u> p/hour
2x4 60'/70' Scissor Lift	<u>\$ 29.79</u> p/hour

SCHEDULE D

ADDITIONAL TERMS AND PROVISIONS

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

**ORDINANCE
REQUEST:**

Ordinance to Vacate

**PROPERTY
ADDRESS:**

117-D Oakwood Street

OWNER:

Custom Property Development, LLC

**FIRST
INSPECTION:
3-12-2014**

Summary of Violations:

- o exposed wiring on baseboard heater in bathroom (major violation)
- o privacy lock required on bathroom door
- o loose electrical outlets in dining room and kitchen
- o missing crawl space door
- o window(s) need to be able to close completely and lock
- o exterior doors need to be weather tight

**HEARING
RESULTS:
4-1-2014**

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 1 adult. The dwelling is still 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:
4-3-2014**

Order to Repair or Vacate with a compliance date of May 5, 2014

APPEALS:

No appeals to date.

**OWNER
ACTIONS:**

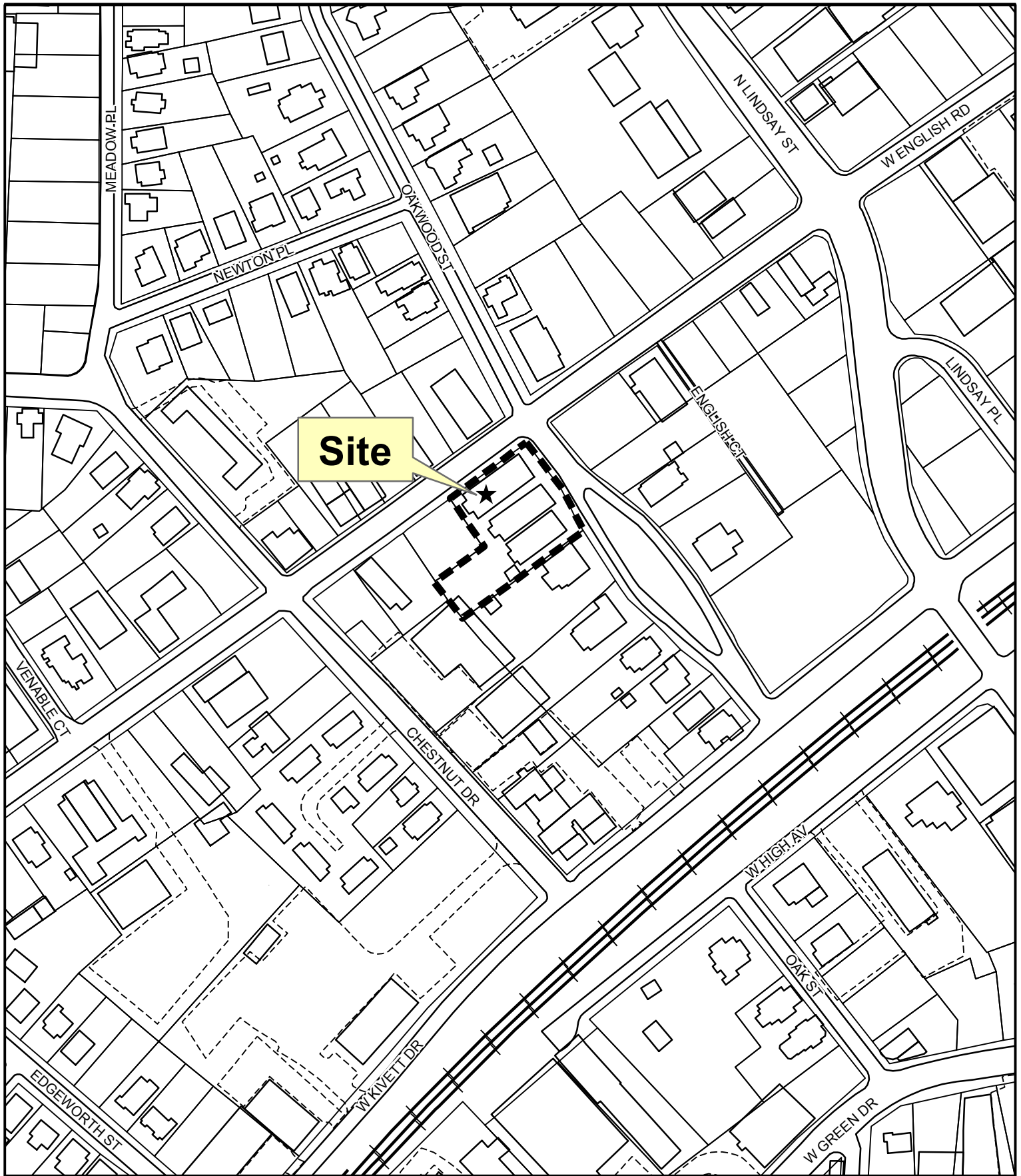
Some repairs were made but not all have been completed.

EXTENSIONS:

None requested by the owner.

**CURRENT
STATUS:
5-29-2014**

Conditions still exist. Dwelling is still occupied.



117-D Oakwood Street

Ordinance to Vacate



Location of subject property

**Planning and Development
Department**

City of High Point

Date: June 3, 2014



Scale: 1"=200'
y:/ba-pz/Inspection/
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 find 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

117-D Oakwood Street
High Point, NC

OWNER(S)

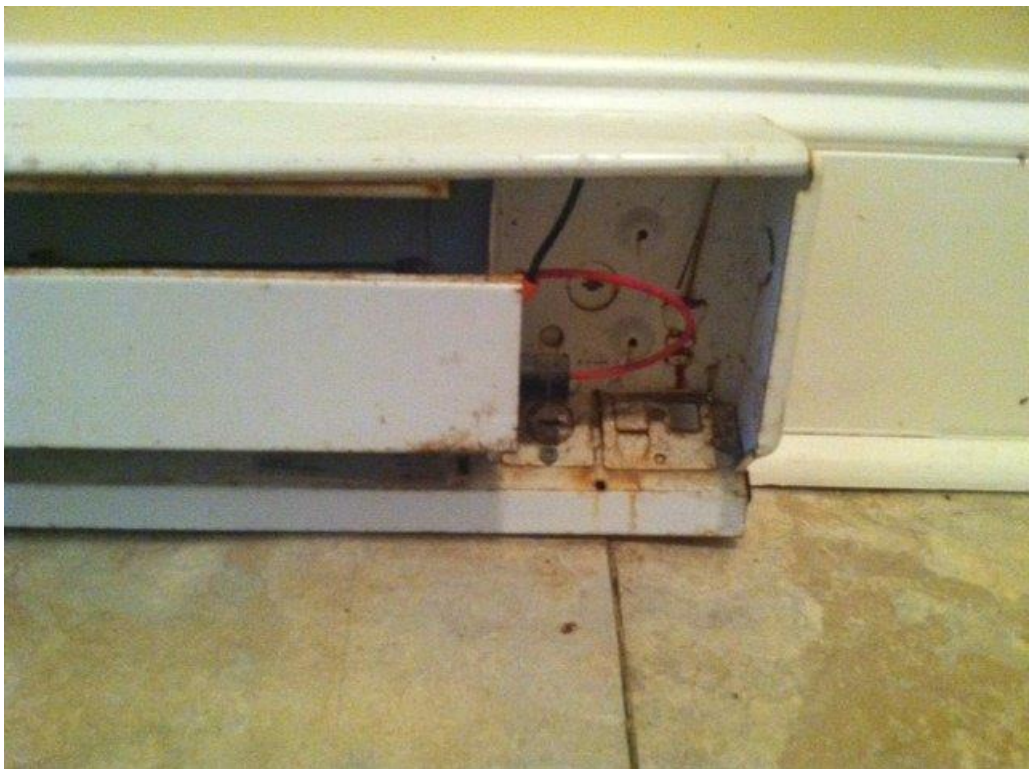
Custom Property Developments, LLC
1509 Foxhollow Rd
Greensboro, NC 27410

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 16th day of June, 2014

Lisa B. Vierling, City Clerk





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

**ORDINANCE
REQUEST:**

Ordinance to Demolish

**PROPERTY
ADDRESS:**

400 Vine Street

OWNER:

Basil N Agapion

**FIRST
INSPECTION
1-15-2013**

Summary of major violations:

- o roof is leaking due to rotten rafters and holes
- o electrical system vandalized/missing
- o plumbing system vandalized/missing
- o heating system has been vandalized/missing
- o rotten front porch floor boards and stairs
- o holes in interior walls throughout dwelling
- o egress doors and windows not operable

**HEARING
RESULTS:
1-30-2013**

The owner did not appear for the hearing. During the hearing, the following findings were established. There are numerous violations of the Minimum Housing Code as evidenced by the report of violations. The dwelling is vacant. The house is currently uninhabitable due to the lack of plumbing, electrical and heating systems and numerous other Minimum Housing Code violations. In its present state necessary repairs to the dwelling exceed 50% of current tax value. The Guilford County Tax value of the dwelling is \$36,500. The repair estimate is \$34,620.

**ORDER(S)
ISSUED:
1-30-13**

Order to Repair or Demolish with a compliance date of 4-30-13

APPEALS:

No appeals to date.

**OWNER
ACTIONS:**

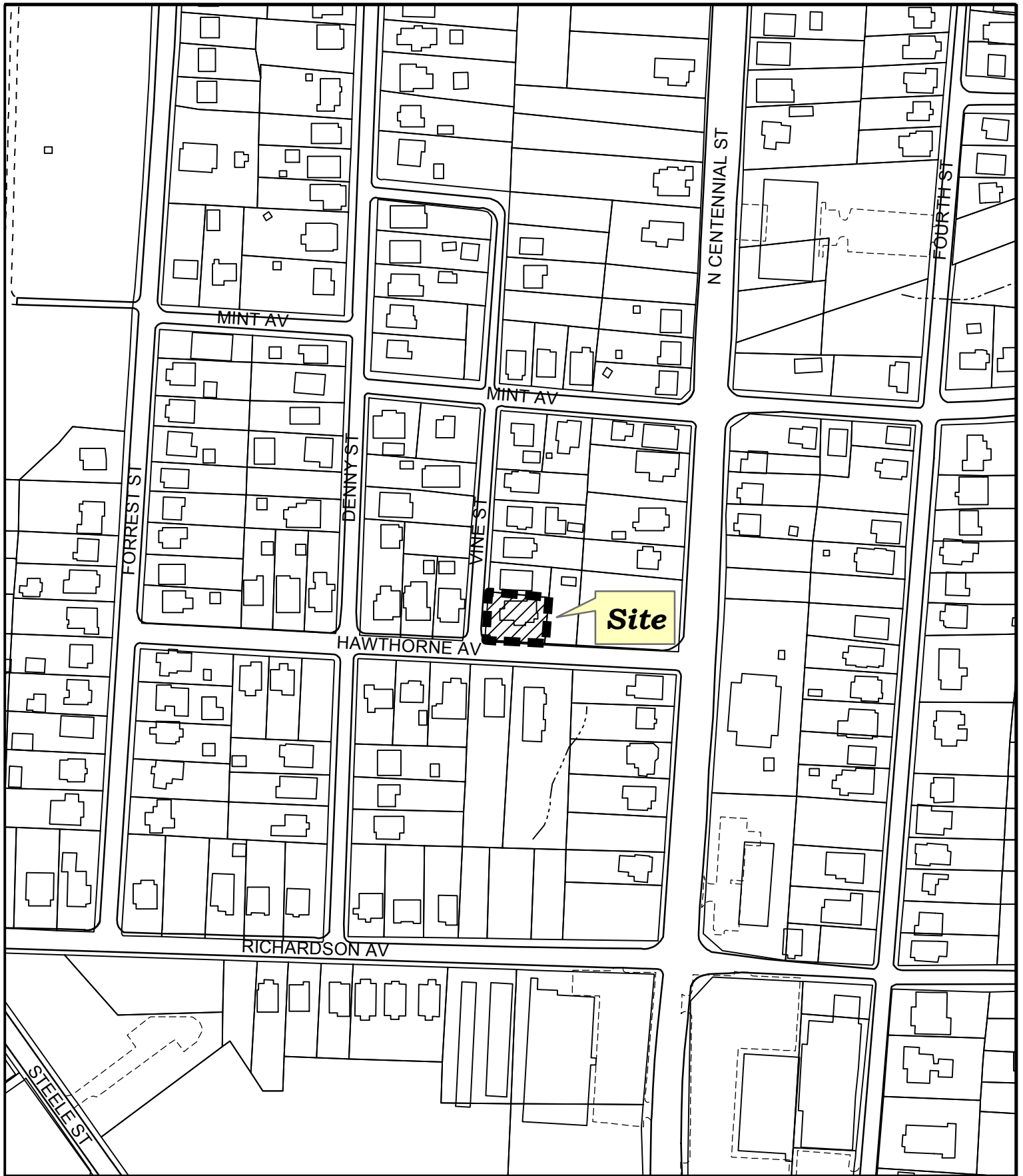
There have been no permits issued and repairs have not started.

EXTENSIONS:

None requested by the owner.

**CURRENT
STATUS:
5-25-2014**

Substandard conditions still exist.



400 Vine Street

Ordinance to Demolish



Location of subject property

**Planning and Development
Department**

City of High Point

Date: April 11, 2014



Scale: 1"=200'

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

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

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

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

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

PROPERTY LOCATION

OWNER (S)

400 Vine St
High Point, NC

Basil N Agapion
625 N Elm St
Greensboro, NC 27406

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

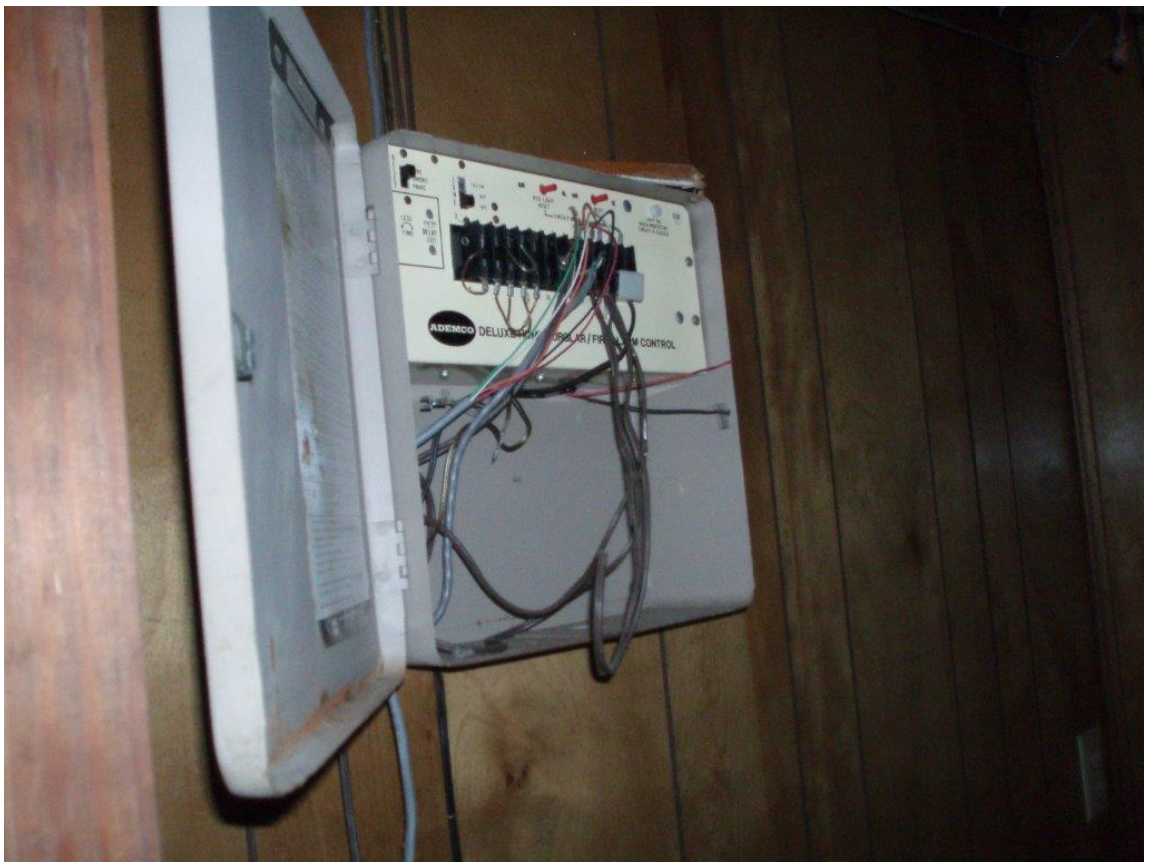
SECTION 4: That this ordinance shall become effective from and after its passage as by Law provided.

Adopted by City Council,
This the 16th day of June, 2014,

Lisa B. Vierling, City Clerk



400 Vine Street



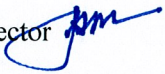
400 Vine Street



MEMORANDUM

June 10, 2014

MEMO TO: Strib Boynton, City Manager

FROM: Jeffrey A. Moore, Financial Services Director 

SUBJECT: Council Agenda Item – Budget Amendment for Refunding Bonds Issuances

As part of the requirements of governmental accounting standards and NC law governing the issuance of refunding bonds, City Council is required to budget and account for all proceeds of the Series 2013 General Obligation Refunding Bonds completed in November 2013 as well as the Series 2014 General Obligation Refunding Bonds completed in May 2014. An amendment to reflect the reconciliation and accounting of the refunding bonds activities in the financial records in addition to the City's financial disclosures is now required.

Council is requested to adopt the attached budget ordinance amendment. I will be available if you or members of City Council have any questions.

Cc: Eric Olmedo, Budget and Performance Manager

Accounting
336.883.3240

Internal Audit
336.883.3122

Purchasing
336.883.3219

Treasury Services
336.883.3230

"AN ORDINANCE AMENDING THE 2013-2014 BUDGET ORDINANCE
OF THE CITY OF HIGH POINT, NORTH CAROLINA
TO APPROPRIATE FUNDS IN CONNECTION WITH REFUNDING BONDS

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

Section 1. The City of High Point engaged and completed the Series 2013 and Series 2014 General Obligation Refunding Bonds during the fiscal year 2013-2014. Revised governmental accounting standards require the refunding activities be recorded in the financial records in addition to the City's financial disclosures.

Section 2. In order to appropriate these funds, the 2013-2014 Budget Ordinance of the City of High Point, should be amended as follows:

- (A) That the following additional sources were received and be amended as follows:

General Debt Service Fund-Refunding Bond Proceeds	\$16,907,833
Water & Sewer Fund-Refunding Bond Proceeds	<u>8,824,024</u>
	\$25,731,857

- (B) That the General Debt Service Fund expenditures be amended as follows:

Payment to Trustee for Refunding Bonds	\$16,665,866
Legal and fiscal charges	<u>241,967</u>
	\$16,907,833

- (C) That the Water & Sewer Fund expenditures be amended as follows:

Payment to Trustee for Refunding Bonds	\$ 8,718,406
Legal and fiscal charges	<u>105,618</u>
	\$ 8,824,024

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

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

Adopted _____



June 16, 2014

MEMORANDUM

TO: Strib Boynton
City Manager

FROM: Eric Olmedo
Budget & Performance Manager

SUBJECT: Agenda Item for City Council

The costs of the March 7, 2014 ice storm have been tabulated. The attachment shows that total actual expenditures to date are \$1,919,320, and there are anticipated expenditures of \$216,360, for a total of \$2,135,679. These are expenses that will occur in the FY 2013-2014 budget. There may be some lingering costs that occur in the FY 2014-2015 budget.

Based on these projections, we request a budget amendment to appropriate fund balance in the amount of \$2,135,679. As we have discussed, the City will receive reimbursement from FEMA and from the State of North Carolina for the majority of the ice storm expenses. While we don't know the exact amount of reimbursement, we anticipate that it will be more than the expended amount because FEMA reimbursements will include additional fringe benefit allowances as well as equipment usage rates.

cc: Randy McCaslin
Allen Oliver
Jeff Moore

Attachments: Budget Amendment
FEMA Budget Amendment Support

"AN ORDINANCE AMENDING THE 2013-2014 BUDGET ORDINANCE
OF THE CITY OF HIGH POINT, NORTH CAROLINA TO APPROPRIATE FUNDS FOR
RELATED TO EXPENDITURES FOR THE MARCH 7, 2014 ICE STORM

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

Section 1. Expenses from the March 7, 2014 ice storm have been calculated for each department and the city anticipates total FY 2013-2014 expenditures of \$2,135,680.

Section 2. In order to appropriate these funds, the 2013-2014 Budget Ordinance of the City of High Point, should be amended as follows:

(A) That the following fund expenditure budgets be amended as follows:

General Fund	\$ 753,516
Internal Service Fund	\$ 29,364
Water & Sewer Fund	\$ 178,538
Electric Fund	\$ 921,916
Transit Fund	\$ 734
Landfill Fund	\$ 97,994
Storm Water fund	\$ 153,617

(B) That the following appropriated fund balance budgets be amended as follows:

General Fund	\$ 753,516
Internal Service Fund	\$ 29,364
Water & Sewer Fund	\$ 178,538
Electric Fund	\$ 921,916
Transit Fund	\$ 734
Landfill Fund	\$ 97,994
Storm Water fund	\$ 153,617

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

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

Adopted June 16, 2014

BudgetAmendmentSupport

AU		6/6/2014 Personnel	6/6/2014 Actual Costs	Est Addl	6/30/2014 Projected
101441	Parks and Recreation	38,811.68			38,811.68
101231	Engineering Services	11,353.22			11,353.22
101711	Public Services Administr	16,517.89			16,517.89
101712	Environmental Svcs	33,821.77	4,743.65		38,565.42
101721	Streets Maintenance	233,997.79	292,075.53	122,194.45	648,267.77
501261	Fleet Services	16,964.43	12,400.00		29,364.43
621751	W&S Administration	36,767.99			36,767.99
621752	Eastside WWTP	189.37			189.37
621754	W&S Mains	49,456.85	433.87	50,000.00	99,890.72
621757	W&S Maintenance Svcs	24,183.44	154.24		24,337.68
621758	Ward WTP	13,756.05	3,596.21		17,352.26
631251	Cust Svcs Admin	776.33	220.52		996.85
631252	Meter Reading	1,224.71			1,224.71
631253	Collections and Contact	2,090.26			2,090.26
631256	Telephone Center	576.07			576.07
631258	Dispatch	420.85			420.85
631259	Field Svcs	1,684.47			1,684.47
631781	Elec Admin	914.97	561,791.16	44,165.36	606,871.49
631232	Elec Engineering	6,896.12			6,896.12
631783	Warehouse Ops	1,326.03			1,326.03
631784	Structures & Stations	14,492.14			14,492.14
631795	Elec System Improvemen	188,363.02	96,974.14		285,337.16
641621	Transit Operations	734.40			734.40
661740	Ingleside	49,862.17	24,580.87		74,443.04
661741	Landfill Ops	21,407.93	-		21,407.93
661742	Recycling Ops	2,142.75			2,142.75
671731	Storm Water Ops	141,732.29	11,884.26		153,616.55
		910,464.99	1,008,854.45	216,359.81	2,135,679.25
General Fund		334,502.35	296,819.18	122,194.45	753,515.98
Internal Svc Fund		16,964.43	12,400.00	-	29,364.43
Water & Sewer Fund		124,353.70	4,184.32	50,000.00	178,538.02
Electric Fund		218,764.97	658,985.82	44,165.36	921,916.15
Transit Fund		734.40	-	-	734.40
Environmental Svcs Fund		73,412.85	24,580.87	-	97,993.72
Storm Water Fund		141,732.29	11,884.26	-	153,616.55
		910,464.99	1,008,854.45	216,359.81	2,135,679.25

RESOLUTION OF THE CITY COUNCIL OF CITY OF HIGH POINT, NORTH CAROLINA TO
AMEND THE ELECTRIC UTILITY RATE SCHEDULE

BE IT RESOLVED, by the City Council of the City of High Point, NC that the schedule of rates and charges for the electric utility for availability demand and consumption be amended to be increased by 1.8% effective for bills dated on or after July 1, 2014, and to continue until such time as City Council shall determine otherwise.

Adopted by the High Point City Council this 16th day of June, 2014.




Lisa B. Vierling, MMC

City Clerk

Customer Services Department

T. Robert Martin
DIRECTOR



MEMORANDUM

DATE: June 9, 2014
TO: Allen Oliver, Assistant City Manager
FROM: T. Robert Martin, Director of Customer Services
SUBJECT: Agenda Item – Extension of Water Meter Contract

I respectfully request that the following be included for consideration on the next City Council Agenda:

Consideration and approval of an extension to the Contract for purchase of 5/8" residential water meters from Carolina Meter and Supply in the amount of \$244,000.00

Funding for this payment will be made from the following accounts:

421779-533701-421001010705-40202	\$ 100,000
631257-526101	\$ 144,000

This renewal is the third of four allowed extensions and is for the purchase of 5/8"x3/4" Badger water meters at \$ 122 each. The initial bid was awarded to low bidder and this is the third renewal at no price increase. Carolina Meter and Supply has provided excellent service and quality over the last three years.

If you have any questions, please contact me.

pc: Jeff Moore, Finance Director
Michelle Kiefer, Purchasing
Tarinda Chappell, Purchasing
File



**FORMAL BID RECOMMENDATION
REQUEST FOR COUNCIL APPROVAL**

DEPARTMENT: Customer Service Department

COUNCIL AGENDA DATE: June 16, 2014

BID NO.: Extension Bid#35-050411

CONTRACT NO.:

DATE OPENED: May 4, 2011

DESCRIPTION:

This contract was originally approved by Council May 16, 2011. This renewal is the 3rd of 4 allowed extensions. The contract is for the purchase of 5/8" x 3/4" Badger Water Meters @ \$122 each.

PURPOSE:

To replace old and install new water meters as needed.

COMMENTS:

Total Price is based on the purchase of 2,000 meters. Our Customer Service Department anticipates purchasing approximately 2,000 meters in FY 2013-2014.

RECOMMEND AWARD TO: Carolina Meter & Supply, Inc.

AMOUNT: \$244,000.00

JUSTIFICATION:

The initial bid was awarded to low bidder and this is the third renewal at no price increase despite new regulations on decreased lead content effective 1/1/2014. Carolina Meter and Supply provided excellent service and quality over the previous three years.

ACCOUNTING UNIT	ACCOUNT	ACTIVITY	CATEGORY	BUDGETED AMOUNT
631257	526101			\$ 144,000
421779	533701	421001010705	40202	\$ 100,000
TOTAL BUDGETED AMOUNT				

DEPARTMENT HEAD:

T. Robert Martin

Digitally signed by T. Robert Martin
DN: cn=T. Robert Martin, o=City of High Point, ou=Customer Service, email=rob.martin@highpointnc.gov, c=US
Date: 2014.06.09 10:15:32 -0400

DATE: June 9, 2014

The Purchasing Division concurs with recommendation submitted by the **Customer Service** and recommends award to the lowest responsible, responsive bidder **Carolina Meter & Supply** in the amount of \$ **244,000.00**.

PURCHASING MANAGER:

Tarinda Chappell

Digitally signed by Tarinda Chappell
DN: cn= Tarinda Chappell, o=City of High Point, ou=Purchasing, email=tarinda.chappell@highpointnc.gov, c=US
Date: 2014.06.10 11:55:08 -0400

DATE: Jun 10, 2014

Approved for Submission to Council

FINANCIAL SERVICES DIRECTOR:

Jeffrey Moore
20130620-173418

Digitally signed by Jeffrey Moore
DN: cn=Jeffrey Moore, o=City of High Point, ou=Administration, email=jeffrey.moore@highpointnc.gov, c=US
Date: 2014.06.10 15:36:27 -0400

DATE: Jun 10, 2014

CITY MANAGER: **Strib Boynton**

Digitally signed by Strib Boynton
DN: cn=Strib Boynton, o=City of High Point, ou=Administration, email=cindy.smith@highpointnc.gov, c=US
Date: 2014.06.10 15:36:27 -0400

DATE: Jun 10, 2014

[illegible]

**HIGH POINT CITY COUNCIL
REGULAR MEETING
COUNCIL CHAMBERS, HIGH POINT MUNICIPAL BUILDING
JUNE 2, 2014 – 5:30 P.M.**

ROLL CALL, PRAYER, AND PLEDGE OF ALLEGIANCE

Upon call of the roll, the following Council Members were present. Council Member Douglas offered the invocation; the Pledge of Allegiance followed.

Mayor Bernita Sims, Mayor Pro Tem James Davis (Ward 5), Council Member Rebecca R. Smothers (At-Large), Council Member Britt Moore (At-Large), Council Member Jeffrey Golden (Ward 1), Council Member Foster Douglas (Ward 2); Judith P. Mendenhall (Ward 3); Council Member Jay Wagner (Ward 4), and Council Member Jason Ewing (Ward 6)

Note: There were 200+ in attendance.

MISCELLANEOUS

140147 Recognition of Honors Program Recipients

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

*The Script with details of each award can be found in **Exhibit Book, Volume XI, Page 17***

City Manager Strib Boynton recognized employees, who are recipients of the HONORS Program awards. Melissa Dance and Yvette Carey of the Human Resources Department assisted in presenting the plaques/awards. The following employees were recognized:

ABOVE & BEYOND AWARD (\$500, Plaque; Lapel Pin and Name on Plaque in Display Case)

Police Department.....

Rebekah Denning, Crime Scene Technician; Laverne Pike, PIT Supervisor; and Ron Orgias, Master Police Officer.

EXTRA MILE AWARD (\$100, Plaque and Lapel Pin)

Gary Hughart, Sanitation Equipment Operator; Roger Dean Roach- MRF Crew Chief; Randal Knight, Police Officer; Christopher O'Toole, Police Officer; Omarr Byrom, Police Officer; Joshua Mears, Police Officer; Brnadon Land, Police Officer; Bonita Garrett, Police Officer; Ryan Mizell, Police Officer; Scott Treadway, Police Officer; Brian Hilliard, Police Officer; Lance Moss, Police Officer; David Inthisane, Police Officer

WORKING TOGETHER AWARD (Plaque and Lapel Pin)

Joe Prazacky, Chief WS Plant Electrician; Mike Livengood,m WS Plant Electrician; Johnny Williams, WS Plant Electrician; Jeremy Ingram, WS Plant Electrician; Tony Dennis, WS Plant Electronics Technician; Tom Beckett, WS Supervisor; Lance Hutchens, WS Equipment Mechanic; Rick Ingram, Andy Wall, Robert Causey, Ryan Lynch, Daryl Adkins, Joshua Urban, Parks & Recreation Department; Patrick Martin, WS Service Dispatcher; Ricky Caudle, Utilities Services Dispatcher; April Swaim, Customer Service Department/Collections; Deborah "Debbie" Bragg, Customer Service Department/Phone

Center; Clark Sellars, Fire Department; Mitchell Hall, Customer Service Department; Nicole Hale, Parks & Recreation Department; Carlos Perez, WS Technician; Michelle White, Safety & Health; Holly Lackey, Police Animal Control; Sandy Williams, Steve Lee, Portia Clowdis, Joe Meservey, Thomas Hackworth, Steven Grose, Theresa Varner, Patrick Servey, Susan Brooks, Police Information Technician; David Cox, Transportation Department; Julia Smith, Tammy Dyles, Lori Laughlin, Patrick Servey, Amanda Honeycutt, Kyle Thaggard, Keven Knight, Brooke Nagy, Telecommunicators; Leigh Anne Bassinger; Human Resources Department

SPECIAL RECOGNITIONS:

Boy Scout- Xavier Williams

Xavier Williams, Boy Scout Troop 6 (Greater First United Baptist Church), was present and working on his Citizenship in the Community merit badge.

FINANCE COMMITTEE - Council Member Moore, Chair

140148 Budget Ordinance Amendment - Market Authority - Occupancy Taxes & Business Licenses

Adoption of an ordinance amending the 2013-2014 Budget Ordinance to appropriate funds received for the Market Authority for occupancy tax and showroom licenses that exceed the adopted budget by an estimated \$65,000.00.

Adopted Ordinance amending the 2013-2014 Budget Ordinance to appropriate funds received for the Market Authority for occupancy tax and showroom licenses that exceed the adopted budget by an estimated \$65,000.

A motion was made by Council Member Smothers, seconded by Council Member Mendenhall, that this Budget Ordinance Amendment be adopted. The motion PASSED by a 9-0 unanimous vote.

Ordinance No. 1760/14-38

Introduced 6/2/2014; Adopted 6/2/2014

Ordinance Book, Volume XVIII, Page 92

140149 Condemnation - Sanitary Sewer Improvements - O'Connor

City Council is requested to authorize the City Attorney's office to institute condemnation proceedings for property located at 3842 North Main Street, belonging to Linda O'Connor. The condemnation is necessary for the Highway 66 Sanitary Sewer improvements project.

Note: The question was raised as to if it would be necessary for Council Members Wagner and Davis to be recused from this matter since it was somewhat related to other matters that involved their recusals. City Attorney JoAnne Carlyle determined that there was no need for recusal since this matter is not directly related to the others.

Council Member Douglas asked if compensation for this property is part of the original budgeted amount. Ms. Carlyle explained it is contained in a line item in the budget that is made up of a larger amount of money for various other acquisitions that might become necessary throughout the year. Mayor Pro Tem Davis asked staff to clarify the reason for the condemnation of this piece of property. Henry Moon, Right-of-Way Agent, clarified that negotiations broke down, but the property owner desired more for the property than what the city was offering. He explained this is the start of the process for the actual condemnation for this property and noted there are four properties still outstanding, but he hoped these would be worked out.

Adopted Resolution authorizing the City Attorney's office to institute condemnation proceedings for property located at 3842 North Main Street, belonging to Linda O'Connor for the Highway 66 Sanitary Sewer improvements project.

A motion was made by Council Member Smothers, seconded by Council Member Mendenhall, that this Resolution be adopted. The motion PASSED by a 9-0 unanimous vote.

**Resolution No. 1380/14-20
Introduced 6/2/2014; Adopted 6/2/2014
Resolution Book, Volume XVIII, Page 102**

Pending Items

140101 Property Tax Early Payment Reduction

City Council is requested to ratify the reduction in the property tax early payment discount rate from 1.0% to 0.5%.

This matter has been pending since it was first introduced on April 21, 2014, at which time it was tabled.

Approved the reduction in the property tax early payment discount rate from 1.0% to 0.5%.

A motion was made by Council Member Moore, seconded by Council Member Smothers, to ratify the reduction in the property tax early payment discount rate from 1.0% to 0.5%. The motion PASSED by a 9-0 unanimous vote.

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

140153 Kilby Hotel/First Baptist Church - Update

City Council will be given an update on the status of the demolition of the Kilby Hotel and the First Baptist Church on Washington Street.

Chairman Douglas: *We're here tonight with Community Housing & Neighborhood Development to discuss the Kilby Hotel and First Baptist Church update. Who is present to give that update?*

Doug Harris: *I'm Doug Harris. I'm an attorney in Greensboro and I'm assisting on this property. My office address is 315 Spring Garden Street in Greensboro. I know that some of you City Council Members have been discussing this with various people and are somewhat updated, but I want to first of all, let everybody know whether you've been in discussions or not and catch you up-to-date on everything going on. The first thing that's happened is we have come into contact with a group known as Community Builders, which is a California group. In your packet, there's a lot of their projects they've done in California. They have not worked on the east coast, but interestingly enough they are interested in starting to work on the east coast and they are interested in Washington Street. The very first thing we wanted to know about Community Builders was we wanted to know how for real they were because they had a nifty brochure and everything, but you always wonder about these things. So we had Preservation North Carolina check them out because we knew they had the credentials to check them out and you've got a letter in your packet dated May 28th, signed by the regional director saying they had in fact checked them out and they think they can do it. We think they can do it, too. Their president flew here last week. He was here until just this afternoon. He wanted to stay here, but his flight wouldn't allow him to stay, so he could not come. His name is Jason Scott. They've done multi-million dollar projects in California and various cities. They're located in Pasadena, I believe it is. They've done a lot of multi-million dollar projects out there and the part that I was particularly interested in and I think you'd be interested in is they have experience dealing with the historic tax credits and community development tax credits. That's the very thing I mentioned the other week that we had great luck with the city museum over in Greensboro.*

To refresh your memory, we brought in \$24 million into the City of Greensboro from the tax credits. In other words, that was from the tax credits alone. That's what built the museum. The problem with a tax credit type plan if your people that have no money, is that you have to pay some highly specialized accountants and highly specialized attorneys to do that kind of work. It's something that even I as an attorney wouldn't even think about doing. It's highly specialized. Womble Carlyle did the work for the Sit-In Movement and some accountants down in Charlotte did the work for the Sit-In movement building over there and can probably do something similar here. But you need some upfront money. You need some to get into that kind of thing. That's where this Community Builders comes in. They have the wherewithal. They've done it before. They've done these kinds of projects here. So, they're interested and not only in the Kilby Hotel, but they're interested in the First Baptist Church. They're interested in some of the buildings across the street. My clients with the Kilby Hotel have signed a Letter of Intent for them to convey the building to them already; that's in your packet too.

It's going to have some conditions on it that: one, that the original walls are preserved and that's the historic part about it. Secondly, that the family be commemorated as having started a hotel and all that sort of thing. Other than that, the family is pretty much stepping aside and out of the picture. They just want to see it preserved, so they signed it over to Community Builders. That's important, too, because when you have a building like that, you can use that as part of your upfront money to use for tax credits. So, for example, with the Sit-In building over on Elm Street in Greensboro, we used the building we already bought for \$700,000 plus about I think about \$150,000 worth of work we done on the building doing various things. We used that as part of our upfront money to get the tax credits. So we

intend to do exactly the same thing there. I would suggest to you, that....they only in very preliminary discussions with First Baptist Church and assuming they do something similar, there would be some more upfront money. The same with the buildings across the street. So what I'm suggesting to you is that this may be what you've been looking for to develop Washington Street. It looks like they want to do as much as they can lay their hands on. What they're going to do with it is.....we've had discussions with them....they want to put in a....I think this is in your packet too. They want to put in a school that trains in the culinary arts and all because there's not really something around here yet. We have not contacted GTCC, but we did contemplate contacting them and involving them in it. We thought that would fit in nicely with what they do anyway. We don't have such a thing, not in Greensboro or High Point or Winston, so we think it would be a nice piece in High Point. Upstairs and in some of the other locations as well, they want to put some kind of housing. They talked about veteran housing, they talked about low-income housing, they talked about other types of housing, but that's the type of thing they've done out in California that has been quite successful. The thing we talked about specifically was housing veterans and people like that and one of the reasons for that is you can also get some veteran's money for that.

I think you have letters saying that the Hayden-Harmon Foundation has not yet reached an agreement with us and that's kind of a peculiar thing to get a letter on. That's a true statement; however, let me tell you where that is. It has progressed to the point where....Community Builders arranged this, we didn't know the Foundation. It has reached the point where the Foundation has said they would be willing to advance some money, but they wanted some source to get it back from. Now, the importance of that is....now you'll remember when I spoke to you a month ago, I said that Preservation North Carolina often did that kind of thing, but they'd never put the money upfront. That's not how they work. How they work is somebody else puts the money upfront and then as they see real, honest to God progress on historic preservation, they then pay it back in steps. Remember I told you, for example, that for Castle McCulloch they advanced \$75,000 and when they scooped out the dirt and mess and trees were growing in the old castle foundation, they gave back....I forget the amount, but something like \$25,000-\$30,000 and then when they put up the structure like we're talking about putting up here, they gave them some more and when they put on a roof, they gave them some more. So we'd be looking for that kind of thing.

I didn't get the word on Hayden-Harmon Foundation until last week and I called Mark Howard, he's the same man that coincidentally worked with Castle McCulloch and he was doing a speaking engagement and I couldn't get up with him last week, but this is what they were looking for. We've got a letter in here from Preservation North Carolina that they want to work with them. That's the woman in Durham who is in charge of this particular project, but the reason I called Mark Howard is he's the one that has access to the money to say we've got this person over here and that person over there that would be willing to pay it back as they got in the stages. So what we have is we have Community Builders, who is committed to the concept of coming in and redoing Washington Street. We have the Hayden-Harmon Foundation, who is okay with advancing the money as long as they get it back from some source. We have Preservation North Carolina that does that, but we haven't put the two together yet at this moment tonight. I wish I could tell you we have, but I just didn't quite have time to do it. I would also suggest to you that this ought to work very nicely with the money that you folks have allotted, that \$436,000 for Washington

Street because that's for sidewalks and streets and benches and things like that. This, of course, is for the buildings-the very thing that makes it a historic district because that's the very reason it's designated as a National Historic site. I supposed it doesn't escape your notice that if we tear down the buildings, we don't have a historic site anymore and then it's impossible to get the money from the historic tax credits. So I know as I am standing here that you all anticipated that we'd have an iron clad, absolutely positively going forward to set a date. I don't quite have that, but what I do have is in your packet, we have a contractor ready to go. I think it's \$136,000 or so to do the job, so it's less than what the architect estimated. And we do have all these other things in place. So I think there's enough good faith and enough good things for High Point offered here that it warrants letting us finish what we begun here. I hope the city sees it that way. I do not have Jason Scott to speak to you because he had to return, but I do have someone speaking on behalf of Community Builders.

Charity Belton: *Hi everyone. My name is Charity Belton and you all know me and thank you Council Members and Mayor Sims. I am speaking on behalf of the Community Builders, Jason Scott. His flight is leaving now out of Charlotte, so unfortunately he did not get a chance to meet with you all earlier. Just to introduce who they are, they are an economic development corporation. If you will look in your packet, you will see the brochure here that says Shield of Faith Economic Development Corporation. I have personally been involved with Shield of Faith for over 20 years. As you know, I am from California-out of Long Beach, California. I moved here about eight years-it will be eight years in July. I went there the last two months. I didn't think I was coming back, but I went there for two months to try to get some help from some people that I know that could help me and that have a very, great track record for making things happen as it relates to revitalization of buildings. I've been a part of the North Long Beach revitalization efforts and went back and saw the things that we are trying to do here really manifested and it was just beautiful. So I went to Pomona for my International Convention for Shield of Faith Economic Development and reunited with Jason Scott, who I found out is the President of Community Builders Association, which is where they do business.*

For the sake of time, I'm not going to go through all this. You can read this at your leisure, but I will briefly go over this first page here that has a copy ofa picture of the Kilby on it. It basically highlights the Community Builders Association, also known as Shield of Faith Economic Development. It is a 501(c)3 non-profit organization designed to serve social and economic needs of the community-based agencies. We provide assistance in areas of capacity building, affordable housing, commercial development, fiscal agents, non-profit law compliance, standard accounting procedures, and community-based learning. Our mission is to help bring about neighborhood revitalization to blighted communities and stimulate the economy and improve the quality of life for individuals and family. Below is a summary of our proposal for the Kilby redevelopment project. The proposed Kilby Redevelopment Project, we estimate the construction cost needed to shore up the building will range between \$140,000 to \$170,000. We have a contractor that will be coming out and another contractor that will be coming out on Wednesday, who will be meeting with me to give a second bid on the initial bid that you all heard from Peter Freeman because we want to make sure that we are allowing some bidding as well as doing some comparison as it relates to that.

Then, it goes on...based on what Mr. Harris talked about in a little more detail. Community Builders...how they have stake in Washington Street is because when I went to get help, they are the new co-owners of 126 N. Centennial, which is the High Point Fine Arts Guild building. They are my partners. So, now they are stake holders. Now they are property owners right here on Washington Street. So, with that being said, they are not going anywhere. So they came here to help us with our project and I mentioned to them...I said if you really want to help us in this community, the key building that will help save our district is the Kilby Hotel and First Baptist. They have a deadline and let's try to see what you can do to help, if at all or what have you. The Kilby family has been very gracious to open up their arms and come to some agreement and you will see in your packets, there is a letter from the family that indicates that they are turning over the building and granting the building over to Community Builders. You will see that is from Burnie McElrath and Myra Williams as the owner of the Kilby Hotel. So, as it relates to those details, so that you'll know, who Community Builders are...they are here and I am the North Carolina liaison for now, just kind of operating as the liaison until they bring their project manager and their staff here. As it relates to timeline, we're looking at starting in July....looking at bidding for the property for shoring up the building. Thirty days approximate-that time frame and upon acceptance, submitting for permits within the next 30 days. So we're looking at between 60 and 90 days to start construction on shoring up the building right away because we have the \$436,000 that you all granted to the Washington Street area, we're looking to start on that right away and we want to make sure that the Kilby is up without any interference. We're trying to work with the Business Association as well as other property owners as it relates to that. There have been some discussions in meeting other property owners in the district, but at this point, Community Builders do not have any say as it relates to First Baptist or anything like that. They have their own representative to provide you updates as it relates to their property. But right now, we're only focusing on the Kilby Hotel at this time and just so that you know that they are our property owner and property owner at 126 North Centennial. Any questions as it relates to the Community Builders because I'm intimately known to them and have worked with them before, I appreciate you all allowing me to represent them tonight due to the fact that they had to catch a flight. Now, did you all have any questions as it relates to Community Builders and as it relates to the Foundation? If not, I'll turn everything over to Earl Jones and Mr. Doug Harris.

Chairman Douglas: *I have one question. Would Community Builders be able to help with other projects within the core?*

Charity Belton: *Absolutely. If you all have time outside of this....I know, for the sake of time, if you have time outside of here, they are a CHODO in Pomona, CA. They're based out of Pomona, California. If you briefly look at....they have just been given, they were given \$20 million to do a large project, 90 units in Pomona, which started in 2007 and it completed in 2009. With that, out of those 90 units, approximately 40 of those units are low income and also they have an on-site Mental Health/Social Services right on site to service those clients from mental health. They have partnered with...I don't know if you're familiar with Reliant Related. They are a large corporation that does development out of New York, as well as California and throughout the country really. Related actually contacted them because of their track record of providing revitalization for affordable housing and things of that nature.*

On page 9 of your brochure, you will also see that the city has also granted them another housing project that will be starting very soon as well. This is a major project that since their track record was so good with the project that completed in 2009, the second project. The city has awarded them additional funding to purchase and they have connections with Union Bank as well as Chase Bank. So you can see why I went out there to get their help with our building on the corner of Centennial at the gateway.

Chairman Douglas: *Are there any more questions of Ms. Belton?*

Council Member Smothers: *I want to ask Mr. Harris....he mentioned he didn't have quite enough time to get it all tied up nice and neatly, how much more time do you think will be required?*

Doug Harris: *I wouldn't think more than two weeks. I've got a little bit of a situation like this. The Foundation wanted something in writing from Preservation North Carolina that they would reimburse them in stages. They wanted it in writing. Preservation North Carolina wanted something in writing from the Foundation that were, in fact, going to advance them the money. So I got crossed up and speaking as a lawyer, that sounds like about a two week thing. I'm on good terms with them because of my brother and I feel like they will respond to me well once I get a hold of him. I called him and he called me back. He had a speaking engagement on Thursday and Friday, so I couldn't talk to him because I was in court all day. So I'm going to reach him later on this week and if I can get a letter from him saying he'd go for reimbursement if they put up the money, I think I'm most of the way there.*

Charity Belton: *If I could just speak to the conversation Community Builders had with Patrick Harman as it relates to Community Builders. Patrick Harman, as you read in your letters, he really wanted to be clear that he was not going to be upfront the entire money. So we are clear with that, and we are actually glad that information did come out so that we would have some clarity for our approach. Our approach now that we're looking at is whatever foundation that will assist us with lending us the money, they would pay the contractors directly by invoice and the Preservation would pay the funders. So, really, funds do not really have to come through us. So that is a consideration. But since, Jason, the President of Community Builders, came in on Monday-he's working out of Charlotte. He came in on Sunday night, his projects in Charlotte they are working on with a county commissioner there and came here to High Point. So we were up against a tight deadline in making sure that he had the proper information from the parties. Unfortunately, the Hayden-Harman Foundation is out of town, so that's the reason why he had to send a letter. We do have an intent letter from the Hayden-Harman Foundation that, unfortunately, is still on the copy machine and I will get that over to you. I was trying to get here on time. So I will get that over to you and submitted to the secretary.*

Chairman Douglas: *So Ms. Belton, your moving forward is predicated on Mr. Harris getting his piece wrapped up?*

Charity Belton: *Well, from Community Builders standpoint, we are going to be looking for additional funds for the project as a whole. So that piece of it, we're looking at shoring up. We're looking at starting a project as well. So we're moving fast. We're moving, so when he*

gets back next week, he's contacting his funders that he's worked with before, banks and things of that nature to really move forward with the project. Right now, we wanted to address the issue with shoring up and kind of give you some comfort and just kind of request some additional time, at least 60-90 days depending on permits and bidding, so we can start some construction in getting that shored up right away. We are working and not just with the Hayden-Harman Foundation.

Earl Jones: *Let me say this, too. Jason Scott who is here with Community Builders Association was here for 3-4 days. He was over at the Civil Rights Museum in Greensboro. We met and talked extensively and I think he intended to attend the Finance committee meeting of Council that was scheduled today, but I think that was cancelled. I think he did have a chance to talk to you, Madam Mayor. They have the ability and the capacity to complete the project. I think it would be good for the City of High Point. As you know, the Kilby Hotel was built in 1913 and is a historic site, but more importantly, you have the Furniture Market here and you have the potential downtown on Washington Street where the Kilby Hotel is located to have in the future, maybe in two or three years, have a Beale Street and maybe even a bourbon street to a certain degree. It is an asset to the City of High Point sitting right off downtown and we, as an organization, at the Civil Rights Museum is committed. Doug is on the board, plus I'm the co-founder. Early is on the board and he really kind of organized this and put this together with the family. We think it will be a great asset to the City of High Point economically as far as historic preservation. I do want to thank the Mayor and City Council for giving us a little time to pull all this together. You all were gracious in doing that. I know you have a responsibility to make sure the street and building there is in a safe condition and we are committed to making sure the building is shored up. I think we have the people in place now to get that done and have that completed by the end of the year.*

Chairman Douglas: *Mr. Jones, I don't mean to interrupt you, but we normally do this at the beginning. We need your name and address for the record, please.*

Earl Jones: *Earl Jones, 21 Loney Circle in Greensboro, North Carolina.*

Chairman Douglas: *does anyone have any questions?*

Mayor Pro Tem Davis: *I have a question for Mr. Harris. The Preservation North Carolina, did you say that they would make grants as the work progressed, or will they make a grant once the work is completed?*

Doug Harris: *They make a grant once the work is completed, but they do it at various stages. So, I guess it is as it progresses. My specific experience with that was, as I said with Castle McCulloch, I know what I'm talking about. He got one grant, if you ever saw it back in those days, it had trees growing up through the middle of it and everything and it had about about 6-7 feet of silt. We got that silt cleaned out and all the trees cleaned out and they got some amount of money right there. The next thing was the chimney was about to come down and some of the walls were unsecured and we got the walls secured and we got the chimney secured so it wouldn't come down and we got another grant. So, to answer your question, they do it in stages.*

Mayor Pro Tem Davis: *The reason I asked is I received an email from Patrick Harman of the Hayden-Harman Foundation and he says in his email that if the money is to be repaid as the work progresses, he is interested in that, but if he has to fund the money and wait until the repairs are complete to receive his funding, he was not in support of that. He would not support this.*

Doug Harris: *I saw that and I stated specifically that that is not the way it worked with Castle McCulloch. They went about it as they went along.*

Mayor Pro Tem Davis: *So in two weeks, you think you can have these details worked out?*

Doug Harris: *Yes I do. I'll either be able to tell you if it all fell apart and I couldn't make everything fly or I'll tell you that I've got commitment letters from both of them. I don't know the foundation. That came from Community Builders, but I do know Preservation North Carolina and how they work and I'm reasonably confident I can work that out.*

Council Member Moore: *So will you come back to us in two weeks and let us know where that is?*

Doug Harris: *Yes, I will. I will report to you at that meeting and I would hope to have commitment letters going in both directions that I don't have tonight. I would have liked to have had them tonight, believe me.*

Charity Belton: *If you'll look on the third paragraph of the Preservation of North Carolina letter, I just wanted to make sure that I brought that to your attention. The acquisition of the Kilby Hotel by Community Builders and its rehabilitation for such a desirable use is an excellent outcome for this local landmark. Preservation North Carolina has agreed to accept the donation of a preservation easement on the Kilby Hotel when the building is transferred to Community Builders, and they are able to move forward with the project by the city. It is also our understanding that Community Builders intends to apply for a historic tax credit, which would require review of their plans by the State Historic Preservation Office as well as the National Park Service. As a local landmark, any exterior changes will be reviewed by the City of High Point's Historic District Commission. We did have a joint meeting with Benjamin Briggs and the director who wrote this letter, Kathleen Turner, and they are in full support, so they have been speaking with Community Builders prior to their trip here to assist them with making sure that they get the funding and tax credits and things of that nature because they have experience in applying and receiving tax credits out of California. So they are really willing to support and help us. One key thing is if the Kilby goes down, with that one of the key things that they've mentioned was that it could strip us of our historic landmark and she indicated that in this letter. It's a very detailed, long letter. So if you could just take that into consideration because it does impact the entire district. Although there's nothing in writing on walls, I've been trying to research that as well last night. But I just wanted to let you know that you can take that into consideration. We do have some help now and if you could just give them just a little bit more time to get things in order and we're looking forward to within 60-90 days to work on getting the project shored up.*

Chairman Douglas: *Any more questions?*

Council Member Smothers: *I'm not exactly sure whether we need to go with two weeks or 60-90 days.*

Chairman Douglas: *Well I think the 60-90 days would cover all of it.*

Council Member Smothers: *Well I'm sure it would.*

Mayor Sims: *I would like to suggest that maybe what we do is extend it out to our first meeting in July, which gives them 30 days to work out all the details, whatever they may be. I know we've got some cross country things that are going on and having to get that other entity involved in it along with everybody else, two weeks may not be sufficient time to make all that happen and I'd hate for them to come back in two weeks asking for another two weeks. So perhaps if we gave them 30 days, address this at our next meeting in July.*

Council Member Smothers: *Which is the second round of meetings.*

Doug Harris: *Madam Mayor, I'll tell you what I like about that, if for any reason I'm unable to do this thing in two weeks, you heard her say that Community Builders has worked on this. We don't have all of our eggs in one basket. That makes sense too.*

Council Member Moore: *I'd still like to have some communication from you, Mr. Harris in two weeks as to where you stand.*

Doug Harris: *I'll be happy to come back personally in two weeks. I'll commit that to you.*

Council Member Smothers: *You can send a letter.*

Doug Harris: *Okay. Either way.*

Council Member Moore: *Email or whatever.*

Chairman Douglas: *Thank you. Madam Mayor, I would like to make a motion that we extend this out thirty days to our first meeting in July to get an update on the Kilby.*

Council Member Mendenhall: *Aren't we only having one meeting in July? The second meeting? Or did we decide that?*

Mayor Sims: *Did we?*

Council Member Smothers: *Yes, we did.*

Mayor Sims: *Well we talked about it, but I didn't realize we had decided.*

Council Member Mendenhall: *I thought we had. Well, maybe not.*

Mayor Sims: *Whatever that first meeting is.*

Chairman Douglas: *The first meeting in July to get a full update on the Kilby Hotel.*

Council Member Mendenhall: Whenever it is.

Council Member Wagner: I'll second that motion.

Mayor Sims: I have a motion and a second to extend this to our first meeting in July to get an update from the individuals regarding the Kilby Hotel and the status of the agreement with Community Builders. Any additional comments or questions concerning this item?

Mayor Pro Tem Davis: Are we keeping the demo active?

Mayor Sims: It doesn't go away.

Mayor Pro Tem Davis: So it's still active.

Council Member Ewing: I have one question for staff, wherever Randy is....where are we at in the process with the improvements that we already approved for Washington Street?

Assistant City Manager McCaslin: For the sidewalk project?

Council Member Ewing: Yes.

Assistant City Manager McCaslin: We are in the process of finalizing that and will be actually adding it to another existing contract.

Council Member Ewing: I presume we don't want to start that project until we know what is going to happen with this. Does that.....

Assistant City Manager McCaslin: We will not start it until we know more.

Council Member Smothers: Well, there are two sides of the street.

Chairman Douglas: If that's all, Madam Mayor, that concludes Community Housing.

Mayor Sims: We've not voted yet. I have a motion and a second. All those in favor, signify by saying Aye. [all] Any opposed? [none] **The motion PASSES. [9-0 vote]**

Thank you Charity and thank you Mr. Harris and all the rest of you that were involved in this matter. Good luck on moving forward.

Council Member Golden: You've got someone here from the church that I think, Rev. Robinson that might want to say something.

Mayor Sims: Does he want to speak?

Charity Belton: Why don't you correct an error as it relates to First Baptist and First Baptist in providing an update; however, Pastor Robinson is here to provide an update. We have been in discussion with Community Builders, but it wasn't anything related, so that's

the reason why I referred back to the property owner and Pastor Robinson can speak to the update.

Chairman Douglas: *Sorry about that Pastor Robinson, we weren't trying to overlook you. We got a little tangled up in the Kilby.*

Pastor Michael Robinson: *That's understandable. My name is Pastor Michael Robinson. I am the pastor at First Baptist Church Cathedral, formerly known as First Baptist Church. As you know, we have been going through a process now for about three years trying to get some things done and just moving things around. We are making some headway finally. I met today with Design Development out of Durham, who has come down and taken some pictures and have looked at what we have. I've given them the same information that I gave to the city in reference of what it would take to shore up the wall and also to stabilize the foundation. So they are going to be coming back down. They are going to be taking pictures. They are going to be giving more information and upon that time I will present to you the packet that I presented prior similar, to the city regarding that situation. I'm not going to stand here and promise you that this is going to happen in a matter of a week or two weeks, but I will give you the information as soon as I get to let you know where we stand.*

Mayor Sims: *There's not an order standing regarding First Baptist is there? Do we have an Order to Demolish?*

Pastor Michael Robinson: *You do? I didn't receive anything in reference to it.*

Mayor Sims: *Because I thought the taking down of the church by Pastor Robinson was voluntary on the part of the church. I did not realize that we had initiated an action for that. Did we do that?*

JoAnne Carlyle: *I don't remember where it was left.*

Mayor Sims: *You bid both structures, but I didn't think there was an order.*

Lee Burnette: *It was an Administrative Action; it has not moved to Council yet.*

Mayor Sims: *Okay, thank you so much. That clarifies that.*

Pastor Robinson: *So, again, I did make some leeway after three years trying to get things done. We have got some donations to help us out. We have been putting things together. Our whole initiative is to try to save the building. That's what we're trying to do. We have some ideas for that and some things we want to do that will help the community as well as the city. As you know, it is the first black church here in High Point and has a lot of history with it. A lot of things were done in reference to leadership within the community, so I don't see why we could not pursue that same type of pattern and make some things happen. We are not individually trying to do something on our own. We want to do things collectively to help make a difference. So that's where we stand at this point.*

Chairman Douglas: *Are there any questions for Pastor Robinson? [none]*

Mayor Sims: *Thank you for the update.*

Pastor Robinson: *Thank you, and I will present you with a packet.*

Chairman Douglas: *Madam Mayor, I think that concludes it.*

[end of transcript]

A motion was made by Council Member Douglas, seconded by Council Member Wagner, to extend this matter 30 days until the first meeting in July with another update/report to Council at that time. The motion PASSED by a 9-0 unanimous vote.

COMPREHENSIVE PLANNING COMMITTEE - Council Member Smothers, Chair

140110 Ordinance - Annexation Case ANX14-03 - Michael & Tonya Curtis

A request by Michael & Tonya Curtis to consider a voluntary contiguous annexation of approximately 1.6 acres. The area to be annexed is lying along the south side of Tangle Lane, approximately 1,900 feet west of Penny Road. The public hearing on this item was held Monday, April 21st and City Council delayed action at the May 5th meeting to allow the petitioner additional time to consider if he wanted to proceed with the request for annexation or withdrawal of the request.

Note: The public hearing on this item was held on Monday, April 21, 2014 at 6:15 p.m. At that time, the City Council delayed action at the May 5, 2014 meeting to allow the petitioner additional time to consider if he wanted to proceed with the request for annexation or to withdraw the request.

Chairwoman Smothers referred Council to the memo from Mr. Curtis' attorney, Carl Wright, stating that Mr. Curtis has elected to ratify the annexation petition.

Adopted Ordinance authorizing the voluntary contiguous annexation of approximately 1.6 acres, lying along the south side of Tangle Lane, approximately 1,900 feet west of Penny Road.

A motion was made by Council Member Smothers, seconded by Mayor Pro Tem Davis, that this Ordinance be adopted. The motion PASSED by a 9-0 unanimous vote.

**Ordinance No. 1761/14-39
Introduced 4/21/2014; Adopted 6/2/2014
Ordinance Book, Volume XVIII, Page 93**

140143 Ordinance - International Market Centers - Text Amendment Case 14-04

A request to by International Market Centers to amend Section 9-5-16 of the Development Ordinance to allow video wall signs in the Central Business (CB) zoning district. Public hearing on this item was continued to the June 2nd meeting to allow time for written confirmation that the High Point Theatre would have access to this advertising equipment.

The public hearing on this matter was initially held on Monday, May 19, 2014, at which time the public hearing was continued to the June 2, 2014 City Council meeting to allow additional time for written confirmation that the High Point Theatre would have access to this advertising equipment and to consider the concerns voiced by Charity Belton, a business owner at the corner of Washington Street and Centennial regarding the Text Amendment only applying to showrooms and not all businesses in the CB District.

Chairwoman Smothers referred Council to the letter contained in the packet and asked if there was anyone present who would like to speak further regarding this matter. She explained Lee Burnette, Director of Planning & Development, informed her that since Ms. Belton's concerns were broader in nature than what this Text Amendment was advertised for, it would require another rewrite of the Ordinance and a separate action.

Adopted Ordinance amending Section 9-5-16 of the Development Ordinance to allow video wall signs in the Central Business (CB) zoning district.

A motion was made by Council Member Smothers, seconded by Mayor Pro Tem Davis, that this Ordinance be adopted. The motion PASSED by a 9-0 unanimous vote.

**Ordinance No. 1762/14-40
Introduced 5/19/2014; Adopted 6/2/2014
Ordinance Book, Volume XVIII, Page 94**

PUBLIC COMMENT PERIOD - 6:00 P.M.

Mayor Sims: *Okay, this is the time we set aside each month for public comment. Normally that time period is 15 minutes. We will honor that 15 minute time period and will call individuals from the sheets from those that have signed up to speak. We will then proceed after 15 minutes and go to our Finance Committee items, but will continue to hold the period open for public comment after our Finance Committee is done and that is, of course, the first of the public hearings for the proposed annual budget. Each speaker is limited to three minutes and we ask if you would honor that so that we can get through the rest of this agenda. I commit myself to sitting here and staying here to listen to the comments that you all have. I'm not sure about other council members, but I will be here and I'm sure the rest of them will honor that as well. So having said that, I'd like to start with David Rosen.*

David Rosen: *Good afternoon, Mayor Sims and Council Members. My name is David Rosen. I have my own small business here in High Point and also co-chair a small grass roots organization called We Heart (or we love) High Point. This group, as well as many*

concerned residents of High Point, are very worried about our local group of government officials to recharge our city. I'm hoping to get away from using revitalize because I feel strongly that this is becoming a cliché term. We, citizens of High Point, have heard the political rhetoric that the city is not abolishing the City Project, but just reassigning the duties of its executive director to other responsibilities within the city. To me, and many others in this room, it's very political. We all realize the duties that each of you have is tremendous and does not all evolve around one area. We all get that. What I and many others in this room see, with all due respect to each of you, is there is a lot of divisiveness amongst you as our elected officials when it comes to the subject of growing our City of High Point, North Carolina.

About two weeks ago, myself and a High Pointer, Monica Peters, assembled a group of concerned residents of all different socio-economic classes, different wards and different age groups to come together to get involved and make a difference. Our group is growing by the hour. Each of us collectively wants to work together in a positive way to move forward. There have been more studies and stats that each of you are aware of in support of growing our core. Can one of you, in your own words, please explain to your citizens and myself, what is needed to collectively, to communicate listen and work together and put aside personal opinions and move this town forward without all the political talks that have been going on in the media for the past two weeks. Right now I feel like our government is disconnected. There's absolutely no cohesion. Now is the time. Not tomorrow. And I will leave you with one last thought that I've said over and over to a lot of people. If not now, then when? If not you, then who? Thank you. [applause]

Mayor Sims: Thank you, Mr. Rosen. Larry Diggs.

Larry Diggs: Hi. My name is Larry Diggs. I live at 1127 Biltmore Avenue. You all should know that by now because I've been here several different times. The only thing is with trying to revitalize downtown, it's no simple answers to the problem and all. I know I've heard since the last couple of meetings they talked about, you know its one thing not to be concentrated in one area, but in several different areas that needs attention and everything like that. The only thing is when Mr. Duany came here and, you know, he looked at everything and I'm sure he saw the other different areas that do need attention and everything like this. The plan that he came up with was, you have to start somewhere and he felt the best place to start in the area where he's talking about and hoping that it'll spill over into other areas like this. The only thing is, right now I feel like....I read the article in the paper the other day, on Friday. The gentleman that was speaking said that High Point is drying up. I can agree with him. I'm just saying, somehow I don't think some people here at City Hall realize the situation that High Point's in. I see a lot of smaller communities growing and a lot of it's because of inactivity of High Point. A lot of places like Archdale, Trinity, Thomasville and all, they would come to High Point because it's a larger city and it's got a lot of things going on here, but High Point has changed drastically in the last 25 years. Right now, all I'm trying to say is right now, we've got to start somewhere and we've got to....I mean it seems like we keep being put off as far as activity as far as getting revitalization going. The only thing I'm saying right now is I feel like we have a better chance right now with what we have at the City Project....well, y'all are saying to kind of change it around and all like this and that may be needed, but I think the deep cuts that you're talking about and redoing things like this, I just think right now it's going to put things

further off as far as going forward towards revitalization downtown. The only thing right now, I'm just saying we need to get started somewhere and I just think that the city leaders need to understand that we really need something to get it going here in High Point because right now we are, like he said, at odds and everything. I hope we can settle this and get where we can begin to talk and begin to work on new things and stuff like that. [applause]

Mayor Sims: Thank you, Mr. Diggs. Mike Carr.

Mike Carr: Good evening, Mayor and Council Members. My name is Mike Carr in High Point. Strib recognized tonight some employees that here in High Point were doing the right thing. I, and others in this room, hope that you will do the right thing tonight and not abandon the City Project. Your board, the Mayor and City Manager, you not only act as our CEO, you are our CEOs. You're the Chief Executive Officers or at least the COOs, Chief Operating Officers. We, as citizens, are the shareholders in our community and we have elected you to provide us executive leadership-not just leadership, executive leadership. There's a difference. We're looking for a positive return on an investment and earnings per share. I don't think that's an unreasonable request. At this time, I and the others in the room, do not feel that you're hearing us. We need to be on the same page and we need to become united in moving High Point forward. We are dying, as Richard Wood said the other day. And I believe that's an accurate statement. We are dying. We need to be on the same page and become united in moving us forward. You see other communities being successful in the Triad. Why is our community struggling so much? Why? Why does it appear that we're dying on the vine? We're the shareholders and we have the power to vote and I hope that all of you can see the turnout in this room should indicate our displeasure tonight. We're not here as happy campers.

I sent Ms. Smothers, Ms. Mendenhall and Mr. Wagner an article that appeared in the News & Observer this week. It was on the, I won't say demise, but on the negative effects at Rocky Mount, North Carolina down in eastern North Carolina-what they are experiencing. It's much like ours in High Point. I mentioned this to Becky and Judy years ago and I can remember when Judy was mayor, or I think Judy was mayor. We had the McManus Report, which was a report that was done in the City of High Point in the Economic Development Committee and it called us a gold collar town. We were not a white collar or a blue collar-we were a gold collar. God, what a compliment that was. We could start a business with a dream and an idea, a staple gun and a box of nails and fabrics and we had this town hopping. Through legislation beyond my control, we've lost all that. It's gone away. Can we not return our city to the likes of something that would, that would give us another level of respect like the gold collar community that we used to be? As Strib said tonight, let's do the right thing. Thank you. [applause]

Mayor Sims: We have time for one more speaker before we move into our Finance Committee items. Michael Hayworth.

Michael Hayworth: Thank you very much, Mrs. Mayor. When I was 21, I had a former state representative from High Point warn me that High Point was not a place for young people and it never would be. More recently, at an event about six months ago, a member of this very Council asked me why I was still living in High Point. I have a question for the entire Council and that is how do we intend on retaining any young talent if very members of this

society, very members of this town have to provide excuses as to why they live in High Point? I'm a life-long High Pointer, but more frequently than not, when I ask young people why are they living in High Point, they, too often, point out that they get asked this time and time again as if they must provide excuses. How do we intend on retaining any young people if the one group, the City Project that could have had potential to change this have been completely been marginalized by this very Council. Thank you. [applause]

Mayor Sims: Thank you, Mr. Hayworth. Now we're going to extend Public Comment until after the Finance Committee. Saying that, we'll go to the Finance Committee. Councilman Moore....

Cynthia Davis: Okay, Cynthia Davis, 413 Evergreen Avenue. I just wanted to address this body and thank those of you that stayed two weeks ago for the duration of the meeting that occurred. I have to address Jay. I advocated for you during the election process. My aunt voted for you and she saw the stuff in the paper, the media and all this. So, I have promised her that I would ask you a couple of questions pertaining to why. I explained to her the why, but she wants a copy of this audio on her behalf. She would like to know why, even though she understands the passion that you have for City Project, why you felt compelled to get up and leave a meeting after a vote that you did not like, instead of staying seated for the duration of that meeting and getting up and abandoning the constituents that elected you to sit in that chair. That's basically her biggest question.

The second question that she had is why would you encourage a revolt to bring division? In her opinion, based on what she has seen in the media and in the paper. So these are her concerns. She's elderly and could not come, but she does want a copy of this audio and I told her....and just so you know, I didn't throw you to the wolves. I did tell her the history of your relationship with City Project, but she just felt that being an executive director as Mike Carr said, that your position should have been to stay in your seat instead of going over to the Theatre.

Council Member Wagner: Okay, I'll answer the second part of it first. I don't think I've done anything to encourage any kind of revolt, so I would disagree with how she's characterized that. Also, I'm a citizen. I'm an elected official, but I'm a citizen like everyone else and as such, I have the right to my opinion. Everyone has that. So I've merely expressed my opinion and those things have been published in the paper and are well known. As far as me leaving the meeting, I had very, very strong objections to the way that that vote occurred.

Cynthia Davis: Which I explained.

Council Member Wagner: I felt that it was....well I said what I felt. I felt it was an underhanded way for us to do business. It's a culmination of a lot of things that have occurred in that fashion, in my opinion. You know, as a member of this body, I was simply not going to participate in that form of doing business. I don't think that it is the way that you treat people. I certainly don't think it's the way we should treat each other as nine members of Council and so that was my reason for leaving.

Cynthia Davis: So, is it fair to say that even though you could have stepped out into the hallway for two or three minutes until that particular issue passed, to return to Chambers to deal with the other issues that were on the agenda that night? That was her concern, more than the City Project stuff-the fact that you became absent for the remainder is what she was concerned about.

Council Member Wagner: The bottom line is that I did what I did and under the circumstances, I'd do it again. [applause]

Cynthia Davis: Okay, thank you very much.

Mayor Sims: Thank you, Ms. Davis and Councilman Wagner. Gary Simon.

Gary Simon: Mayor Sims, City Council, I'm Gary Simon. I'm a business owner in High Point, Simon Jewelers at Lexington Avenue and Main Street in Times Square. I just want to tell you a brief background and just make a few comments. I moved to Times Square at Lexington and Main in 1997 into 2,000 square feet because I saw it as a great opportunity and a great location looking at everywhere in the city. I thought it had the strongest potential for the future to develop other businesses around me rather than just be a destination business, but to have a type of retail commerce center. So encouraged by the Core City Plan and growing business developments, in 2007, I invested in an additional \$400,000 into my business for improvements and construction. I do not own the property, but I was that invigorated by what I saw and what was happening. I'm concerned right now about the recent changes that are affecting what I feel is a successful approach with the City Project Board and the Coordinator Wendy Fuscoe. I did serve, myself, three years on the City Project Board until about two years ago. I did go through the Challenge High Point Program back in 1993, so I appreciate the challenges and complexities of city government and I know this is a very complicated situation. I'm here today to say that things look a little worse where I am today. Many retail uses in the areas around me aren't consistent with the direction that we're trying to go in. Many vacant retail spaces that aren't being occupied. Especially in Lindale Plaza. When I look across the street where the Golden Butterfly used to be-that's a fantastic space and nobody's gone into it. It really concerns me that there's, you know, these obvious signs there. I'm also concerned that, you know, by the effort moving Wendy will dismantle great growth and network efforts that are in place and that I joined the City Project Board and served to establish concerts and public activities-a public/private effort. The first N. Main city effort and I'm worried about the perception of favoritism of the area that I'm in. People think that because it's by Emerywood that they are putting an extraordinary effort into that area. When it was discussed in early meetings before the City Project Board really got going, we just thought it was one of the best areas for the prognosis of success and that's why effort has been put in that area. Quality of life issues that are common throughout all non-profits and boards that I've been on and I'll continue to support High Point, but I'm having to....I have a little bit less to work with and I'm going to keep going at it. I just wanted to express those concerns. Thank you. [applause]

Mayor Sims: Thank you. Claire Peters.

Claire Peters: Hello City Council. My name is Claire Peters. My friend, Lillie Ruth, and I started an Instagram campaign to revitalize High Point. Lillie Ruth created a beautiful flier

that says "Friends and Families for a Fresh Start in the Heart of our City." We think the heart of our city is our Main Street where all the beautiful historic homes are. This is the area that we think needs to be revitalized most. We would have fun when our parents would take us to outdoor concerts at the Vino Shoppe. We would play in the grass, listen to music and eat from the food truck. That business is now closed. I understand that High Point is big and lots of areas need help. Our house is kind of big and it reminds me, when we are having guests and my mom says, Hurry, we only have an hour to straighten up. Since we only have an hour, we just focus on the rooms where everyone will hang out-the kitchen and the den. [laughter] Please, City Council, let's focus on the areas of High Point that is the heart of our city, where we can bring out-of-town family and friends. Where we can look around the street and love the historic homes and be proud of our community. "Friends and Families for a Fresh Start in the Heart of our City." Thank you. [applause]

Mayor Sims: Ms. Peters, are your services for sale? [laughter]

Council Member Mendenhall: *And I'd like to know if you put the dirty dishes in the oven like I used to do. [laughter]*

Mayor Sims: Now, the infamous Aaron Clinard.

Aaron Clinard: *Madam Mayor and Members of Council. My name is not Gunner and it's not Taxpayer....[applause]I'm here tonight to tell you that unlike them and their anonymous characters, I'm going to say that my name is Aaron Clinard. I live at 803 W. Farris Avenue in High Point. Unlike them, I have a positive message for you folks tonight. Every one of you know me. You probably know me too well, but I'm here to send a message of gratitude and thanks. That's the message tonight. And I want to start with Becky Smothers. Becky, in 2000, if you hadn't asked me to chair the Downtown Improvement Committee, I would not be here today. You gave me the honor and the privilege of trying to find a way to improve downtown High Point. That was your message and that was the mantra we had for many years until the Core City Plan came out and I sincerely thank you for that. Along the way, we were able to create a John Coltrane statute, which led to the purchase of his house by the city. We had the High Point Heroes Project, which has been a big hit all over town for visitors who come here. We have plaques on buildings and we had many other things that occurred. But, I think the most important thing that happened was we created some enthusiasm about revitalization. I don't want to take full credit for your hiring the Walker Collaborative Group to come in and do a Master Plan, but I think our successes-without any money, without any budget-helped lead to that. So I'm very appreciative of that. I'm also appreciative for my previous chairs, Tom Terrell particularly, and my predecessor, Richard Wood, for the work that they have put into this. I'm appreciative for the boards that have been busy at work. The 100 investors that have put \$410,000 into this project. The 500-600 people who came to the opening and closing sessions. The hundreds of people who came to the charrettes. The 684 signers of the resolution of support for the Master Plan. The 1,123 likes on the IGNITE High Point Facebook. Eleven days ago, 576 likes on "Save the City Project" and I am grateful for all of you folks. Stand up, all of you who came here to support the City Project. [applause] I've got 15 seconds left and I apologize. I should have done this during the budget hearing when there were no limits on time.*

I want to also raise praise to City Councils, past and present, for some bold initiatives that they took. Piedmont Centre for one. I don't know who wants to take the credit, Becky or Judy, but that is a magnificent project that took bold risks with somebody named Lowell Easter and David Couch. You didn't know what was going to happen. You didn't know what it was going to lead to, but it led to something great for all of us. The Mendenhall Transportation Center with Judy's name on it. The Rebecca Smothers Environmental Center. The Library that Judy says she lost a job over. All these are bold, transformational initiatives and I think....in closing, and I'm sorry to take the time, but I think in closing what I would like to ask each of you: Jason, Jay, Becky, Foster, Bernita, Jim, Jeff, Judy and Britt, what is your legacy going to be with this Council? Judy and Becky already have theirs. They have names on things that they were responsible for or that they got credit for. What's your legacy going to be? What are you going to be able to tell your grandchildren, Jim, that you did while you were a City Councilman? What transformational thing will last, other than these normal budgetary things? I challenge you with that because I think that the City Project has begun that process and I hope you'll join with us by keeping us enforced. Thank you. [applause]

Mayor Sims: *Thank you, Mr. Clinard. I don't want to mess up this name, but I think it's Buzov. Is that correct?*

Miro Buzov: *Miro Buzov. 2309 Palmer Street in High Point. So the things that I wanted to say pretty much have all been said. The best one was...where are you....the kitchen and the den. I think in regards to the City Project, I'm definitely in favor of this entity to be kept not only alive, but going with Aaron's words saying be bold and just do it right. I was going to speak earlier during the budget session, but to be honest with you I have no clue as to what the budget is. So, I'm going to go home tonight and I'm going to read all of this and I'm going to look at these numbers. I don't know if I can make it by next week, but when I said be bold, I follow Aaron's vision here and that is let it be the City Project now that stays alive. If I wouldn't know the budget, I would address the City Council and say give the City Project \$5,000,000 right now. Alright? And have property leadership in place, wherever that may be. It may be elected by the public. I don't know how all this works. I am a really simple guy. I do stuff, right? I don't think about it too much. I just get it done and try it. But, I think this is really what we need to do now, take this entity and rather than.....and I don't even want to say that by the Council or by the city that it's being devalued, but in the public perception that is happening. I have a lot of access to the public with what I do and I hear over the past 16 months really what a lot of people in this town want and what they need and they are very simple. Ultimately having an entity like the City Project is extremely important and rather than devaluing it at this point, I think it's time to be bold and say, you know what, let's do it right. Like Duany says do it with excellence and put the proper funding behind it. I don't say money to give away to people, here take this and take this. It can be in the form of loans, or things that has to be paid back by the people who would like to start businesses. But what I really wanted to say, too, and I'm looking at the clock, I would like to ask each Council Member next week on a Sunday, sit down with either a mimosa or a virgin daiquiri or a beer or having a burger on a Sunday and really give your personal perception of what you would like this town to be in terms of the downtown area. I think High Point needs a unified center to create a unified community. I would really be interested in hearing from all of you what your vision of that would be. That's pretty much it for now.*

Council Member Mendenhall: Could you spell your last name, please?

Miro Buzov: Buzov. B. U. Z as in zebra. O.V.

Council Member Mendenhall: Thank you.

Miro Buzov: That's something I really would be interested in, sit here, sit down and close your eyes and envision your town as maybe you like it the way it is and that's just fine with that, but I feel strongly about High Point. I moved here 15-16 years ago. My kids grew up here and I've had many opportunities to go away. I have a couple of business opportunities. Some worked and some didn't. It was just like this, up and down. Now I have this little shop downtown.

Council Member Moore: You can give it a plug if you want to.

Miro Buzov: I really would like to know how you envision your city and what you envision personally as what every normal city has and that's a regular downtown. I believe we have this already and it really doesn't take that much of an effort. Frankly, I believe it doesn't take millions of dollars to do it. But I would really be interested in the Council and the Mayor's opinion as you sit here, what your vision of the city is. To me, as a business owner, and somebody that is extremely driven to create more culture around us, it would really be important to know this on that kind of a personal level, regardless of funding and money or whatever..

Mayor Sims: Thank you very much. [applause]

Okay, we're going to switch gears just a little bit. Russell Tuttle.

CEDROW SIDEWALK

Russell Tuttle: Thank you. Good afternoon, Mayor Sims and Council. I'm Russell Tuttle. 1719 Cedrow. I'm up here on behalf of the walkway that you are bringing through the community in the city on Cedrow. My biggest complaint is you're just coming in. I found out about it Tuesday morning through a construction group called Sharpe Brothers. There was no plan and nobody coming to find out why you were doing this. You've taken so much of our property-mine anyway. I spent years.....been there 40 years with no sidewalk there, raised my family there, sent kids to school with no sidewalks. I spend money in trying to keep my property up and I was very upset to see that the city just come in with a walkway without me knowing. I talked to some of my neighbors....without them knowing. I talked with Mr. Moon. He came out on Wednesday. I found out on Tuesday and he came out on Wednesday and was telling me that someone should have been talking to me and the community. We still....the next thing I know, I called and tried to get in touch with our representative, Jeff, but didn't get a call back. So I just proceeded to come up tonight and bring it before the board. We're not happy with that and we would appreciate it if you would consider not putting that there. Thank you.

Mayor Sims: So what you're saying is you all don't want sidewalks on Cedrow?

Russell Tuttle: No. It's 3-foot from the curbing and a 5-foot sidewalk and we are not interested in that.

Mayor Pro Tem Davis: *How many neighbors on your street that don't want the sidewalk? Have you talked to your neighbors?*

Russell Tuttle: *We've got about thirty houses where the sidewalk starts and ends in the area. Twenty-five to thirty. Out of that twenty-five to thirty, I've got 18-20 that said they did not approve of that.*

Council Member Golden: *Can I say something Mr. Tuttle? Because I actually fought for the sidewalks. About three years ago, we had a kid get hit over there and everybody called me and said, Jeff, why don't we have sidewalks? We have a park with no way for the kids to access the park. A couple of years after that, we had another kid get hit with a loss of life and, again, the phone started ringing, why don't we have a sidewalk. This past summer, we had four kids get hit and, again, the phone started ringing, why don't we have a sidewalk. So I'm doing what I think my constituents want. I fight for sidewalks. I'm in Florida, my phone is ringing and they're upset because they're putting in sidewalks. I spent three years begging for these sidewalks and now we're getting the sidewalks and you guys are telling me you don't want the sidewalks. Do you see the dilemma you put me in?*

Russell Tuttle: *No. Why did you change where a majority of the houses were? Why didn't you do it on the side where the park is?*

Council Member Golden: *It wasn't cost effective on that side. They did the studies. It would have cost more money and affected more properties to put the sidewalks on the other side.*

Russell Tuttle: *I was told by one of the engineers....*

Council Member Golden: *Staff is here.*

Russell Tuttle: *....that it was...the reason was you have more gutter on one side than you did the other, so, therefore, you didn't want to put gutter on the other side to make it feasible. Even if you put the sidewalk there, the kids or whoever would have to cross the street to get to the park anyway.*

Council Member Golden: *A crosswalk.*

Russell Tuttle: *Alright, so the kid that got hit in front of the park, it wasn't because the kid was in the street. There was a gentleman driving....well he wasn't even a gentleman....a guy driving down through there at 80 m.p.h. and lost control of the car and came across the street on the opposite side and hit the little girl. You know, if you want to make it cost efficient in that area, put a couple of speed bumps out there where you know you've got to slow up. You know, that type thing. Sidewalks.....you don't even have nobody down in there that walks. You just got a bunch of elderly people down in that area who are retired. They don't even walk by there. Have you been out there lately?*

Council Member Golden: *Absolutely. Mr. Tuttle, I've talked with a football coach. They have a football team down there that has roughly 35-50 kids every year. In addition to that,*

they have a cheerleading squad. In addition to that, they play softball down there three days a week in the warm months. So there's plenty of traffic there. Foot traffic.

Russell Tuttle: *None of that traffic lives in that area though. The traffic comes from another part of town to use those facilities. If you look at the record, I think in order to get the park down there, you've got to sign something to say whose renting it.*

Council Member Golden: *To rent the shelters. Yes, Sir.*

Russell Tuttle: *Check and see how many people in that area rent the shelters? We don't rent the shelters. It's a beautiful place in there.*

Council Member Golden: *I actually coached that youth team for several years, Mr. Tuttle. And they all walked to practice.*

Russell Tuttle: *Yeah, but when was the last time you coached?*

Council Member Golden: *I live there. I live right off of Cedrow.*

Russell Tuttle: *And when have you seen anybody walking?*

Council Member Golden: *Every day. To the park, especially during football season and softball season. I don't want to argue with you. I honestly was trying to do the right thing, Mr. Tuttle. But I'm sure they'll be more than happy to snatch that money away from my neighborhood.*

Russell Tuttle: *Appreciate it. Consider using that money.....is that money that was allocated for that or just some money laying around?*

Council Member Golden: *We fought for that money on Cedrow.*

Council Member Smothers: *It wasn't laying around.*

Council Member Mendenhall: *It wasn't laying around. We can assure you that Mr. Golden brow beat us for that money.*

Mayor Pro Tem Davis: *Jeff fought for his. He was very convincing.*

Council Member Ewing: *There's about 72 other priorities behind that.*

Russell Tuttle: *Okay, why don't you talk to the people that live there and ask them what would be beneficial as far as helping the city, helping the park, helping the kids. You know, I raised kids there and I know what it's like.*

Mayor Sims: *Well, I think, Mr. Tuttle, the dilemma we have is when you have individuals who point out what is a safety concern or a safety issue, then Council adopts a position that says, yes, based on things that have happened previously, it is a safety concern. And then we do nothing to address it, that's part of the issue. You know, I never realized that feelings*

would be this high around a sidewalk in a residential neighborhood and I don't know what it would take for us, as a Council, to relook at and rethink our position on what's going on with the installation of the sidewalks. Councilman Golden did fight very, very hard to get that funding in place to install sidewalks on that street. So, I think, at this point, maybe it does behoove us because as you said, you're talking for 18-20 people. I don't know who all is here in support of you. If you all would stand if you're here. So, I think that maybe we need to look at the entire street and find out exactly what the residents on that street want. Now, basically what they are taking from you guys....you can be seated. What they're taking from you guys is right-of-way and the city does have the right to do right-of-way when it comes to installing a sidewalk. And that's where I think the rubber kind of meets the road in terms of understanding what it is that's going on. So, maybe, and I don't know if there is a way to postpone just a little bit where we are with this. I think all they've really done is the surveying and they've staked it. Is that correct? Or, have we moved beyond that process? In terms of diggi up dirt and all of that, that has not happened? Has that happened as well? I need to hear from staff.

Scott Dingus: We're working on the south side right now, on the Cedrow Park side, we're putting two crosswalks there...

Council Member Smothers: Mr. Tuttle, do you think if the sidewalk were not quite as wide, that would be helpful? I mean they are talking five feet. I think children don't need five feet to walk in.

Russell Tuttle: Yeah, the five feet, you really up in.....when I walk out my front door, I'm stepping into the sidewalk and whoever is walking can walk right into my house as well. It's just the property....you're just coming down and going to put this nice clean sidewalk and it's going to be all clean and my property is going to look real patchy because y'all didn't explain nothing and just came down here and did it.

Council Member Mendenhall: I think the problem is that it is city property. You have....because there wasn't a sidewalk there, you all have assumed that it was part of your property, but it is actually public right-of-way. We haven't encroached on your property and that's confusing.

Russell Tuttle: Yeah, it's very confusing.

Council Member Smothers: And we thank you for maintaining it all these years and making it look nice.

Russell Tuttle: Thank you.

Mayor Sims: Thank you, Mr. Tuttle.

Council Member Moore: So Madam Mayor, what are we going to do on that?

Mayor Sims: I think it's Councilman Golden's call.

Council Member Golden: *I think we need to have a community meeting and we need to hear from everybody and we need to weigh the pros and cons and make a decision. We'll schedule that.*

Charity Belton: *Could I ask that you contact Cedrow Neighborhood Association and let them know about the meeting because they also live in that area. They have been coming to Council meetings and hearing about the changes with the sidewalk in support of the sidewalks being there. I'll also make a phone call as well notifying them that there's going to possibly be a meeting.*

Mayor Sims: *Thank you, Mr. Tuttle. Ray Wiedel. [not here] Mr. Lackey. Have you spoken already? Thank you. Angelica Green.*

Angelica Green: *Good evening, Mayor and City Council. My name is Angelica Green. I reside at 1801 Cedrow Drive and I have lived in this same house for 35 years. I'm very compassionate about the City of High Point. I have two former students on the City Council: Jeff Golden and Britt Moore. I have made calls to three Council people. I received responses from two. One, Britt called me and shared with me what Ms. Mendenhall had said to him. I called and left messages twice for Mr. Jeff Golden, but I have yet to hear from him. At a retirement dinner that I was at, where Councilwoman Mendenhall spoke about city projects and she interjected information about how building sidewalks in the community was thought of in the Council and what was needed in order for it to take place. Number one, is foot traffic. The area that they have planned to build sidewalks in our neighborhood, there's not enough foot traffic to justify a sidewalk. When I talked to Mr. Moon today, and I met him in my driveway. When an engineer was there to stake off something, I knew nothing about what was going on. And I understand that two Councilmen have represented the community in saying that we wanted sidewalks. This was never brought to our attention. And just like Mr. Tuttle said, most of the traffic that comes to the park, which is almost two blocks up from my house, comes from people coming into the neighborhood—not from actual residents who live there. I'm very concerned that, when talking to Mr. Moon, he told me that the city had 50 feet of right-of-way from the center of the street onto my property and that is scary because it will be sitting in my living room. [laughter] I am concerned about it. We have blighted neighborhoods in the City of High Point that could better use that \$800,000 that you have allocated for this project. I am asking the City Council to abandon this project until further study is done and more money is given where you can place it on the Cedrow Park side where you have fewer homes and less money to pay for property. I'm very passionate about this now because I don't want the sidewalks coming up in my property and the city owning part of my living room. [laughter] [applause]*

Mayor Sims: *Thank you, Ms. Green. This next name....the first name, I believe is Pam and I can't read the last name. It doesn't say what they are speaking on. Is there anybody here named Pam? Close to Pam? Okay, well we'll go to the next name. Riedlinger. [not here] Courtney Holder.*

Courtney Holder: *Hello. This is Ms. Courtney Michelle Holder. I live at 109A Chestnut Drive. I'm concerned about police treatment of certain populations. As a matter of fact, there was a situation where the officer actually provoked it. This was September, roughly September 19th around 8:00 or 9:00 p.m. of last year. I called the police about a matter and anyway when the officer arrived, because of the bad track record that I've had, I mean the treatment and stuff that I've had to put up with all these years, I figured I would make two requests at the beginning to make things go smoothly. I asked that I not be referred to by male pronouns called he, him, sir or any of that and I also asked that I not be told to calm down or anything. I mean I contacted the police, of course I might seem upset or whatever. Most normal people do. To me, it's a particular trigger. But, anyway, the officer deliberately did both of those things and called me he and him and sir about half a dozen times. That was when I finally asked him a question. Now maybe my wording was inappropriate, I don't know. But the whole spirit of my question was out of redress of grievances, education, and public protests and covered activities under the First Amendment. I asked him if he wanted to be called a certain slur at which he told me to put my hands behind my back and arrested me. Things went from bad to worse. The whole thing was a comedy of errors and I was even convicted although I should have been found not guilty by affirmative defense. But anyway, I tried to contact professional standards, contact the Chief, and they didn't really want to hear me. They just basically said that my complaints had no merit and interrupted me when I called, was rude to me and even accused me of being mentally ill. Well, yes, I'm mentally handicapped because I suffered a fall when I was younger that caused permanent brain damage. So my emotions and social skills are not like other peoples because of that, but that is the whole point. I tried to resolve this and it doesn't seem like anything's going to be done. I wish I had more time. Thank you very much for listening.*

Mayor Sims: *Thank you, Ms. Holder. Ned Covington. [not here] Rev. Little. [not here] Okay, that's everybody that's on the list. Is there anybody else who did not sign up to speak, who wishes to speak? Okay, we will close the Public Comment Period. We appreciate all of you coming and expressing your view. Very passionate indeed about the issues that we have before us and that is welcome. Sometimes we make decisions on Council and we hear nothing. So, sometimes that's worse than the fact that you do come and voice how you feel and what you feel because I think input from our citizens is very important. I think everybody sitting around this dais understands and respects that. So, I appreciate the fact that you've come and taken the time out of your schedules to be with us this evening. Again, taking into consideration the things that you presented to us tonight, I'm not sure where Council is going to go, but anything can happen. So, thank you for coming.*

Mike Carr: *Can I add just a comment, please? One of the things my wife and I, I'm retired and spend a lot of time at the coast, and one of the things that Beaufort provides is we get in our water and power bill every month, comment from the city manager and mayor. It's a four-page, just a double fold comment sheet. I'll tell you what, it's something we look forward to reading because it's a good way of communicating. All night tonight, I've heard a lot of problems about our ability to communicate. Perhaps this would be....maybe it's just a rock in the water here. A small one, but maybe that*

could be something that could be done and maybe it could be aimed at precincts like the people on Cedrow. They're not hearing from comments like this....it's very simple with a computer to address comments to your constituents. I think it would be nice to have something from the Mayor and comments from Council about city meetings or any type of thing that we might have. Comments about a Day in the Park. City Lake activities. But all it's got to do is be sent in the same mail that you send me my power bill. I just thought that was a positive comment that maybe we can share with you tonight.

Mayor Sims: *We appreciate that and at one point in time, we did do that. I think until the time that we actually changed or went over to our new system, we were including in the water bill information or electric bill information to our citizens regarding things that were going on in our community. But you're absolutely right. Technology being what it is, we could probably do a much better job of communicating to our residents things that are going on in the community and making sure that they're aware—not necessarily targeted things such as the Cedrow Drive situation because it's such a smaller portion, but communication could be better and that's one of the things that I think, as a Council, we have struggled with over the past couple of years and we talked about it incessantly about how we can communicate better. So I do appreciate the fact that you brought that as a comment and, perhaps, we need to do something. Hint, hint, Jeron, a little better around communicating to our residents about what's going on in the city.*

Council Member Mendenhall: *I think that's an excellent idea. I was making some notes when Mr. Weir was speaking. He and I go way back because actually in the meetings that we have had to talk about the budget, we have talked about finding dollars that we could do exactly what you suggested, John, and that is take a cue from some of neighboring cities and perhaps set aside some monies for some major grants, for investment with property owners. Jay and Jason have been working on creative ways for us to offer tax incentives for revitalization efforts. So, I think sometimes we do things that we think are positive that will bring us a step forward, but we don't tell anybody. We just sit and talk among ourselves about the fact we're going to do it. So, I've made notes when we actually get into the budget to talk about those things.*

Mayor Pro Tem Davis: *What Judy is talking about is we did set aside \$300,592 just for that that you have not heard about. For incentives.*

Council Member Mendenhall: *And revitalization.*

Mayor Pro Tem Davis: *Yeah, an additional \$300,592.*

Council Member Smothers: *It would be effective with the adoption of the budget.*

PUBLIC HEARINGS - 6:15 P.M.FINANCE COMMITTEE - Council Member Moore, Chair**140150 Public Hearing - Proposed City of High Point Annual Budget 2014-2015**

Monday, June 2, 2014 at 6:15 p.m. and Thursday, June 5th at 9:00 a.m. are the dates and times established to receive public comments on the proposed City of High Point Annual Budget for FY 2014-2015.

Note: This is the first public hearing on the proposed FY 2014-2015 Budget; the second public hearing is scheduled for Thursday, June 5, 2014 at 9:00 a.m.

Transcript

Chairman Moore: Thank you, Madam Mayor. Today is the time for the public hearing concerning our proposed 2014-2015 budget. We'll open that meeting at this time for comments. Madam Mayor, do you have the list?

Mayor Sims: There is no one on this list who has signed up to speak on the budget.

Cynthia Davis: I did.

Mayor Sims: You scratched through it.

Cynthia Davis: I scratched through the subject because it was only one item.

Mayor Sims: Okay, Ms. Davis.

Cynthia Davis: Cynthia Davis, 413 Evergreen Avenue. High Point, North Carolina. I would like to applaud the Council for working on the budget sessions over the last two weeks. There is a savings of \$2.1 million in this budget and I hope that that money is somehow earmarked for revitalization in some fashion after the budget is completed in its totality. I have a couple of concerns. During the budget talks, we came across a department that had temporary employees in it. I believe it was the MERF Department and, you know, that really raised some concerns for me because there were other departments that have been restructured. So those employees even though they were temps, weren't listed as part-time. They were listed as full-time. It showed that we were paying for their overtime, their group healthcare, their dental care, their workers comp, unemployment insurance, Social Security, those sorts of things that I thought should be handled through the temp agency in which we're reaching out to unless there's another contract that hasn't come forward yet due to the budget talks. So that was a concern of mine that Council should, seeing how Council has been sort of derailed on other topics such as what's occurred with the City Project over the last week, I would ask that you extend the approval of your budget not for the 16th, but the 23rd to give you that week to make up that time that's been spent on other issues within the city.

The solid waste fee was \$5. It's going up to \$8, but what concerns me there is that we're doing away with the recycling fee, which eliminates \$1, but we're carrying it over to the solid

waste fee which adds an additional \$2. So that goes to \$8 and eventually we'll make it to the grand total of \$14. I understand that that solid waste fee will help allow council reduce the property tax and there's a piece out where Mr. Davis had requested a reduction in property tax of 1.5 and I would like to see that looked at because that would probably complement that solid waste fee that we're now imposing on citizens that can't really stretch another penny in some areas of the city.

The electric rate concerns me. I was present at the last ElectriCities presentation which was February 14 of 2013. There wasn't an additional ElectriCities briefing given to Council this year for your budget. The information that I have and I sent you guys an email earlier, was that the charts showed for 2013-2016, the increase was recommended by ElectriCities, who are advisers, to be 5%. Last year, we did 4.9, but this year we're going to 1.8. I'm not griping about the reduction what-so-ever. I say bring more of them to us, but the question I have is why so drastic? And my response I got from somebody was because of the natural resources cost have gone down. I'm scratching my head and I would like to speak to the individual that you mention in your email to have a better understanding, but that seems like an awful big jump because weren't supposed to see that 1.8 until 2021-2030 and we were supposed to hold steady from 2017-2019. So I would just like a better understanding at the next session for the budget. Just maybe if we could get somebody from ElectriCities to explain that better, which I do attend.

The other questions I have pertain to employees. There's a 1% cost of living increase proposed, in addition to a 2% merit increase that will continue to pick up this year going forward, those merit increases from 0-2%. They did in fact receive an increase of 1.5% back in 2012. I'm just asking that you really look at those individuals that have been with us a while making \$60,000 and below, considering looking at those as you go through the budget in regards to giving raises to city employees.

Again, I mentioned the MERF....oh yes, the MERF....there was a handout that was passed out during the budget sessions that shows our expenses versus revenue and when you subtract them from one another, we have a negative. I do have concerns going forward with the MERF. I would ask that as you consider continuing to budget the money for restructuring the MERF and do the things that you want to do there, that you take Mr. Wagner, Mr. Davis, Mr. Douglas and Jeff Golden's advise and possibly consider bidding that out, or at least get some information on that to see if it would be making money versus losing money. I think that would be prudent for citizens of the City of High Point seeing how we're really not even busting even. We're at 34% with the MERF right now, so it's not even clearing 100%.

I would like to say, seeing how the budget is in there for City Project, I know that you've looked at those finances and you've made a decision there. I just wanted to touch base on that decision and how that came about while I'm here so I don't have to come back. Is that alright?

Mayor Sims: Ask that question again.

Cynthia Davis: I wanted to go ahead and touch on the City Project because it is in the budget and the \$35,000 that you approved, even though they petitioned for \$210,000 and

you're authorizing \$35,000. I noticed that was \$35,000 and not \$35,000 plus \$35,000, but \$35,000 even. Is that correct? I wanted to make sure that was what I got. I just wanted to make sure that I understood as I was looking at the budget. I'll save my public comments for later. Thank you for allowing me to attend the budget sessions. Again, I hope that you'll indulge the citizens by taking an extra week because you've had some other issues that you've had to deal with over the last week or so to really go through the budget items and make sure that we don't have ghost employees in other departments that are there that we're not showing revenues or we have revenues for that really should not be there because of temp services. So, I'm just asking that you extend that process to the 23rd.

Mayor Sims: *Ms. Davis, in response to what you've just asked. We did not in any way change our budget meeting schedule due to any other issues that were going on in the community.*

Cynthia Davis: *Not the schedule. I meant the time that each individual could spend.*

Mayor Sims: *Well, I don't think that was changed either. I think when we were in those meetings, the time was already set aside for what the time period would be for the meetings and so, if we adjourned the meetings prior to the time that had been specified, it was because all the questions had been asked and answered. So I do believe Council is comfortable with the time they've spent. We do intend to, again, have a public hearing on Thursday and there is time allotted for us to have some additional talk time if necessary. But I don't believe at this point it necessitates us extending the budget meetings due to a distraction, let's say. I don't think that that has happened with this Council and they can correct me if I'm wrong, but I think everybody is comfortable with where we are in the schedule. Is that correct? [no objections]*

So thank you for thinking about us and thank you for coming to the meetings. It's always good to have another set of ears.

Chairman Moore: *Madam Mayor, can I just say a couple of things toward some of her comments? I certainly appreciate her being here as well, but I want to thank the staff, the administration and my fellow council folks. The budget to this point, we've put a lot of time in it. We've still got some more to put in it, but I think in difficult economic times, staff is doing a very good job. This transition to the garbage fee is one, just like many things in government that's a double-edged sword. You know, where are you going to shift the cost or where are you going to collect the revenues? And I think all of us know that several cities, some of our peer cities that have been mentioned that we want to be more like, use a garbage fee. So that's going to take some time to transition and let the minutia come out. I can see pros and cons in both of it. People get very upset when their tax rates are mentioned and especially if they're mentioned going up. But a tax rate and a tax are two different things. So, while I understand that, please know that I think this Council is doing everything within their power to make it as palatable and as fair as we can and provide the level of service that we want because nobody, year after year after year, comes up and says, hey how about cutting our service.*

On the electricity, I'll say something that might be a little bit controversial, but that's not quite new for me, several years ago, or just today, the EPA yet passes more very heavy

regulations on electrical industry and continues to devastate the coal industry, which is your cheapest form of electricity delivered to you where it's available. The administration that told us under their plans for electricity, your cost would necessarily sky rocket and we still decided to go down that road. So, I think Strib and the rest of the staff did a good job in helping us mitigate as much as we can, these pass-thru electricity costs. It's important for business. It's important for households, but it is part of something that is very much affected by the other side. Employee raises, it is a competition between cities as we have found out, but we do have to maintain a level of service that you expect and getting those employees is part of it.

Thank you for the note.

Council Member Douglas: *Madam Mayor, I've got a question.*

Mayor Sims: *Well you need to be talking to Britt, it's his portion of the meeting. Go ahead.*

Council Member Douglas: *Councilman Britt....Councilman Moore, I have another question for Ms. Davis.*

Chairman Moore: *Say it again.*

Council Member Douglas: *I have a question for Ms. Davis. Ms. Davis, you mentioned something about ghost employees. Would you like to elaborate on that some, please? About where you feel this is taking place.*

Cynthia Davis: *Well, page 270 of the budget, we're looking at the recycling operations. We have 25 employees that over on the adjacent page, which is page 271, we have regular full-time employees that total \$776,941 and overtime in the amount of \$80,251. As well as group healthcare of \$177,268; life insurance it looks like for maybe a few people there. But when you come down to the temp services, you're paying \$300,000 there and I believe the conversation arose during the budget talks-the last one that we just had-I questioned the number of employees that we actually have staffed with the city versus with a temp agency and why some of the numbers are placed where they are. I believe some of that came up as a comparison of the Pcard and you know some of those monies going into supplies as meals instead of under meals or whatever and Council saw some questionable things there with the majority of the employees that are employed for the recycling operation being temp service employees and not actual city employees. That's where my question stems. Because the following page you actually have, which is page 274-275, you've got 46 employees there and then that budget is like \$6,000,000 for the Environmental Services, which was redirected from a previous designation to a new account. So there's been a lot of restructuring and moving around. I think that's how that came about, which caused my question to come up.*

Council Member Douglas: *So you're saying that the budgeted amount for 25 full-time employees was actually not that many employees. Is that what you're saying?*

Cynthia Davis: *Probably $\frac{3}{4}$ I think is what the discussion was. Without the audio, I can't be certain of the number, but I think when Council addressed it, I think Ms. Mendenhall was present and there was a question there as well. So I'm sure Ms. Mendenhall can elaborate*

on that as well because there was some debate as to why monies are in places that monies should not be if they are not employed by the city, but through a temp agency. And it's been done that way for the previous year and I went back to the previous book, so I've got the 2013 binder and then I have the 2012 binder and it was the same in both years.

Council Member Douglas: *Have we checked to see how many full-time employees there were actually during that time?*

Cynthia Davis: *I believe that's up to Council to do that.*

Council Member Douglas: *Thank you, Ms. Davis.*

Mayor Sims: *I think, Councilman Douglas, the question that Ms. Davis raised, that question was brought up in the budget meeting and it was my understanding that our budget director was going to get some additional information and come back to the rest of Council with those very same answers to the questions that were raised by Ms. Mendenhall and others regarding this particular issue. So, I believe at some point, we would be presented with that information regarding why this was structured that way in our budget presentation and what, if anything, needs to be changed. Unless you're prepared to address that now....*

Eric Olmedo: *That was sent out on Friday.*

Mayor Sims: *Okay, so, thank you.*

Mayor Pro Tem Davis: *Did you say it was sent out Friday? In an email?*

Eric Olmedo: *Yes.*

Cynthia Davis: *Can I get a copy of the email?*

Council Member Mendenhall: *The question about the temporary employees versus being listed as regular employees?*

Eric Olmedo: *Yes.*

Mayor Pro Tem Davis: *I don't recall getting that, do you guys?*

Council Member Wagner: *I got it.*

Mayor Sims: *Jay has it.*

Council Member Wagner: *I got it.*

Mayor Sims: *While everybody is checking their emails..... [laughter] Is there anyone else who wants to speak concerning the budget?*

Council Member Mendenhall: *I found it. It says...explain the use of full-time and temporary employees at the MERF. The second page of this shows a three-year history of*

the MERF's salary line item and the temporary services line item, we have historically budgeted all the full-time staff at 100% even though we have purposefully kept several positions vacant and utilized temporary help. We then transferred dollars as needed to the temporary service line item if needed. There are currently eight vacancies in the MERF accounting unit.

Council Member Smothers: *I think part of that explanation also was the statement that they were using more temp workers because they did expect with the refurbishing of the MERF it would take less employees, so they were retaining "x" amount of employees, but they were using the temporary workers until it was all done.*

Council Member Mendenhall: *I think the confusion became because if you look at the line item detail in the budget, you see all the associated costs of the regular employees, which if you hire a temp agency to provide them, are covered by them. So, the question, Eric, was why would we not just in the line item for contract services put what we actually anticipated those costs would be and then reduce all of the taxes and health insurance and everything else and the salary line item if, in fact, we're using more temp service folks than we are regular employees.*

Eric Olmedo: *We typically budget 100% of our authorized full-time employees. There are no ghost employees.*

Council Member Mendenhall: *I don't think we have ghosts. I think the confusion comes when it shows "x" number of regular employees with "x" dollars associated, but then we don't use those, so money is being shifted and we're not really aware of how many regular employees we have versus how many temps. So it's very difficult for us who don't deal with the budget everyday as you do to get all that filtered out in our minds.*

Eric Olmedo: *I agree with you.*

Mayor Sims: *Eric, would it be safe to say that if we did not budget a temporary services line item, that in the event that you did that and it was not in the budget, that we would have to do a budget amendment to appropriate those dollars for that particular line item? Is that correct?*

So, in essence, what you've done is eliminated the need for us to do that particular....

Eric Olmedo: *That is correct.*

Mayor Sims: *Is that what it does?*

Council Member Douglas: *So how much, if any, of that money is left? I mean....*

Mayor Sims: *In this year?*

Council Member Golden: *In previous years.*

Council Member Douglas: *Wouldn't it be more prudent to come back and do a budget amendment instead of just having....*

Mayor Sims: *But you'd have to do it each time you hire and release employees because you don't know what that number is.*

Council Member Douglas: *Not if you have a certain amount already budgeted.*

Mayor Sims: *That's what they're doing.*

Council Member Mendenhall: *It think, Mr. Douglas, what they're saying is, you know, they just shift the dollars around.*

Council Member Douglas: *I know what he's saying, but I'm trying to get an understanding.*

Council Member Mendenhall: *I don't disagree with you.*

Council Member Douglas: *If you have 25 employees that's budgeted for that and you have let's say 15 employees there, you're saying that the monies from the other 10 employees are used for the make-up for the temp service, correct? In a sense?*

So my question is why wouldn't it come back and get a budget amendment if that's needed.

Council Member Mendenhall: *Madam Mayor, I realize we have questions, but we also have a meeting tomorrow in which we can ask these questions. Since this is the time for us to hear the public, maybe we need to listen. [applause]*

Aaron Clinard: *I'm just a lawyer, but is the time that you want the supporters of the City Project to speak, during the budget process or until the Public Comment Period.*

Mayor Sims: *If it involves the budget, you need to be speaking now. City Project and your support of the City Project itself is a Public Comment where you're able to talk about the other nuances of it, but if it has to do with the budget and the City Project in the budget, the time to speak is now.*

Aaron Clinard: *Well it might be appropriate for us to speak now. Do you want us to speak now? I'm not trying to run the meeting, but.....*

Mayor Sims: *I do have a list. All I have is it says City Project, so it does not specifically state that you're speaking to the budget. I think probably to be fair, let's get through the Finance Committee part of the budget. You guys can certainly speak to it in the Public Comment Period because there are others that are here to speak public comment that has nothing to do with any of that.*

Aaron Clinard: *Well, how much longer will it be because when you closed the Public Comment period a little while ago, a lot of folks misunderstood it as well.*

Mayor Sims: *Well we won't be much longer I don't think, unless there are other individuals who want to speak on the budget. Mr. Moore....*

John Weir: *May I speak to the budget? It's actually maybe more of a philosophical....*

Mayor Sims: *Can you state your name please?*

John Weir: *My name is John Weir, here in High Point, 2112 San Fernando Drive. I'm a business owner of several companies, a recent transplant in 1983 to come here to work for Hatteras Yachts and have decided to stay here. I think what might be happening here is the budgeting process is typically reactionary. In other words, you have services to provide, you have employees to pay, you have capital equipment to purchase and you have to service the debt, amongst other things. So, it seems like maybe the challenge is to think outside the box in terms of budgeting and how it applies to what is called innovation and creativity. It's almost a dichotomy between meeting a budget operating an entity and then being visionary and setting aside funds that are going to be experimental-not necessarily line item. So I'm thinking here, as I hear from this discussion and the use of \$35,000 to \$210,000-whatever that amount is, is that we are encumbered by the very process that has become institutionalized and the way to break that is to set aside a fund that is meant to be at risk. So what you're really doing is saying that, you know, I've got to experiment, I've got to try some things and some of them may fail. But, what I think the community is asking you for is to be visionary and be experimental and there's a saying in technology which is where I come from, which is "if you want to fast, fail. Okay, so you want to try something and not in a super grand scale, but in a limited scale and see if it works. That's how Google operates and that's how Intel operates and that's how our company operates is we can't be looking backwards, we've got to be looking forward. I don't know how to do that within your budget, but I'm asking you to maybe consider-because I know some of you all-and I know that you all agree and want to do what's best for this community and really for the next generation and the generation after. It seems to me that you may be held back by some of the processes. So maybe the processes have to change. Maybe, you know, we have an opportunity to set....I mean if I heard right, \$300,000 of potential temporary service. I mean that's kind of left open, fill in the gap. Well maybe we can have a similar amount for these experimental ideas and go forward and really be adventuresome and be creative. It could happen very quickly. So maybe what we're asking for you all to do is to rethink how you really come up with the budget, how you come up with priorities and set some money aside for being visionary. Thank you. [applause]*

Mayor Sims: *Thank you, Mr. Weir.*

Chairman Moore: *Is there anyone else here to speak concerning the budget?*

Warren Lackey: *Ms. Mayor, Members of Council, thank you. My name is Warren Lackey. I'm a life-long resident of High Point. To steal Mr. Diggs' words....I would say let's get started. In September of 2012, I started looking to relocate my office here in High Point and I looked all over the city. I chose 211 W. Lexington Avenue and I chose that because of....really because of the City Project and the promotion of this whole Uptowne concept. You know, the W. Lexington move and my investment in this property just felt right because of the energy and the public/private cooperation that was going on here in this part of the*

community, as well as other parts of the community. You know these other communities that we envy, Asheville; Greenville, SC; Lexington, NC; Winston Salem. They've been able to reinvent their city cores whether it's downtown, uptown or wherever in the city because of a public/private cooperation partnership. It's my belief that any move to cut the funding of the City Project's budget is a huge mistake. It undermines this public/private cooperation and I think it's going to limit or impede incentives for further private investment in the city. Sure the city could and should do some projects that won't require private investment, but I think the data has been shown to us that those projects where you have both public and private investment, those bring the most tax revenues to our city. As Mr. Carr alluded to, you are our CEO and we're asking you to do cost benefit analyses on what's the best use of our tax dollars. I submit to you that the City Project is certainly on track with that. I attended two of the Duany meetings and, you know, like Mr. Diggs, I totally agree with what he is saying. The most important thing that Duany said was you've got to have a plan and you've got to start with a plan. The plan may change over time. You're not going to have all the exact products lined up, but you've got to start on a plan and begin to move forward. I just feel like we're just about ready to get started and now we're talking about cutting the funding-the vehicle that was promoting the private investment that you've got to have to go on with public dollars. So, I just believe the private piece of our initiative of revitalizing all parts of our city can't move forward without the financial support of the City Project. And, a pro-development, can-do attitude by our city planning process. So, somebody's got to be a catalyst for promoting private investment. You know, it seems to me that the City Project was certainly that catalyst and so something to make change happen. If we, in effect, stop the City Project by limiting their funding, then I ask you what is our plan for promotion of private investment in our community? A street diet or any of these other projects, you know, without some private participation and my opinion it's a waste of my tax dollars. I think it takes both, public and private money. So, in closing, I fully support full funding of the City Project's request in the budget and I think we need to cut them loose to continue trying to find private investment to go along with these initiatives. Again, let's get started. [applause]

Chairman Moore: Thank you, Warren. Anyone else to speak concerning the proposed budget at this time?

Charity Belton: Hi, my name is Charity Belton. I live at 226 Hobson Street and as it relates to the city core area, I would like for you all to consider... being a recipient of the city core project, I would like for you to consider looking at additional employees of the city based on the changes you've already made. Looking at additional city employees to assist the coordinator in other areas within the city core, so that we all can get attention in the city core. So if you would look at your budget and look at that because one of the concerns before was there was not enough people to assist in order to tap into all of the eight areas. So some of the temporary employees that you have they were discussing, really look at hiring additional employees that would assist in all areas-all areas of the city core that is a part of the project. Not necessarily the non-profit, but for the city core boundary area that you look into that based on the changes that you've already made. We need it. We need that additional assistance. It would help in all areas. I would love to have this much support when it comes down to Washington Street. I would love to have this much support when it comes down to Five Points and Burnshill and all that area. I would love to have that. I would also love to have someone that would be dedicated to helping us specifically to our

area that's from the city and that would be a key think if you would consider all areas of the City Project and gives us that help. Thank you. [applause]

Chairman Moore: *Thank you, Ms. Belton. Anyone else to speak concerning the proposed budget? [none] Well if there's no one else to speak at this time, we will close the public hearing for the proposed budget.....what, are we going to leave it open until Thursday?*

City Attorney JoAnne Carlyle: *Well I would recommend leaving it open. Definitely.*

Chairman Moore: *Okay, well I will retract that from the record.*

Mayor Sims: *We will continue this on Thursday morning, which is the second hearing on the budget scheduled for this Thursday morning. Thank you all for your comments.*

[end of transcript]

Special Announcements

Highland Cotton Mills Village- National Register of Historic Places

Council Member Mendenhall announced that she has received word that the Highland Cotton Mills Village Historic District has been approved to be included on the National Register on May 23, 2014. She noted official notification will be forthcoming, as well as receipt of the Certificate and news media notification.

High Point MPO Priority List of Transportation Projects

Council Member Smothers distributed a spreadsheet identifying the priority list for transportation projects within the High Point MPO and shared concerns that the Highway 68 Interchange project is now ranked #4.

(Exhibit Book, Volume XI, Page 18)

Date for Next Comprehensive Planning Committee Meeting (Discussion)

Chairwoman Smothers asked Council to look at their calendars to see if they could possibly meet next Tuesday to review additional information staff has regarding the PIT and the Library Parking Plaza property. It was noted that there is a Community Housing & Neighborhood Development Committee and a Budget Review already scheduled for Tuesday, June 10th. Chairwoman Smothers explained part of the issue in changing the date for her meeting is due to Allen Oliver being out of town the following week. Mayor Sims asked Chairwoman Smothers to touch base with Council when a meeting time is determined.

BOARDS AND COMMISSIONS APPOINTMENTS AND VACANCY REPORT**140111 Boards and Commissions - Vacancy Report**

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

This information is attached for informational purposes only. No action is required on this item.

APPROVAL OF THE MINUTES OF PREVIOUS MEETINGS**140151 Minutes to be approved**

- Finance Committee Meeting: Monday, May 19th @ 4:00 p.m.
- Regular Council Meeting: Monday, May 19th @ 5:30/6:15 p.m.

The minutes from the preceding meetings were unanimously approved as submitted.

A motion was made by Council Member Mendenhall, seconded by Council Member Moore, that these minutes be approved as submitted. The motion PASSED by a 9-0 unanimous vote.

ADJOURNMENT

There being no further business to come before Council, the meeting adjourned at 8:25 p.m. upon motion by Council Member Smothers and second by Council Member Mendenhall.

Respectfully Submitted,

Bernita Sims, Mayor

Attest:

Lisa B. Vierling, MMC
City Clerk

PLANNING AND ZONING COMMISSION RECOMMENDATION

On May 27, 2014, a public hearing was held before the Planning and Zoning Commission regarding the request described below. All members of the Commission were present except for Mr. Ozzie Hough and Mr. John McKenzie.

College Preparatory and Leadership

Academy of High Point

Zoning Case 14-05

A request by the College Preparatory & Leadership Academy of High Point to rezone approximately 11.5 acres from a Conditional Use Highway Business (CU-HB) District to a Conditional Zoning Light Industrial (CZ-LI) District. The site is lying at the southeast corner of Business 85 and Riverdale Drive (*4201 Furniture Avenue*).

Mr. Herbert Shannon presented Zoning Case 14-05 and recommended approval as outlined in the staff report.

Speaking on behalf of the request was Mr. Simon Johnson, 5012-C Lansing Drive, Winston Salem, NC. Mr. Johnson provided an overview of the proposals, and noted that his site engineer and traffic engineer are available to address any questions.

No one spoke in opposition to the request.

The Commission asked Mr. Johnson the proposed number of students for each phase of the project, and if sufficient parking and on-site stacking will be available at build-out. Mr. Johnson noted phase I will be for approximately 275 – 350 students, and at phase II or build-out there will be approximately 500 – 600 students. In conclusion, Mr. Johnson stated that there is currently sufficient parking and vehicular stacking area for drop-off & pick up at build-out.

The Planning & Zoning Commission recommended approval of Zoning Case 14-05 by a vote of 6-0.

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

**STAFF REPORT
ZONING CASE 14-05
May 27, 2014**

Request	
Applicant: The College Preparatory & Leadership Academy of High Point	Owner: Wells Fargo Bank, NA Trustess
Zoning Proposal: To rezone 11.5 acres.	From: CU-HB Conditional Use Highway Business District
	To: CZ-LI Conditional Zoning Light Industrial District

Site Information	
Location:	Lying at the southeast corner of Business 85 and Riverdale Drive (4201 Furniture Avenue).
Tax Parcel Numbers:	Guilford County Tax Parcel 0209376
Site Acreage:	Approximately 11.5 acres
Current Land Use:	Vacant commercial building
Physical Characteristics:	This site has a gradual to moderately sloping terrain and developed with a commercial retail building.
Water and Sewer Proximity:	Both an 8-inch City water line and an 8-inch City sanitary sewer line are lying within Furniture Avenue. In addition, a 12-inch City water line is also lying within Riverdale Drive.
General Drainage and Watershed:	The site drains to the north and development is subject to the Randleman Lake Watershed Critical Area (WCA). The site is within Tier 3 of the WCA and development is restricted to 1 dwelling unit per 3 acres or 4% built-upon area, except a 30% built-upon area may be permitted using the high-density option. Engineered storm water treatment measures are required for development using the high-density option.
Overlay District(s):	Randleman Lake Watershed Critical Area, Tier 3

Adjacent Property Zoning and Current Land Use			
North:	CU-HB	Conditional Use Highway Business (Guilford County)	Retail use (furniture sales) (across Business 85)
South:	CU-HB	Conditional Use Highway Business	Furniture Avenue right-of-way (a quarry is lying south of this road)
East:	CU-HB	Conditional Use Highway Business	Retail use (furniture sales) and undeveloped parcel
West:	PI	Public & Institutional District (Guilford County)	Cemetery (lying across Riverdale Drive)

Relevant Land Use Policies and Related Zoning History	
Community Growth Vision Statement	Obj. 1H: Support the continued growth of the City's educational institutions for their many educational, cultural and economic benefits. Obj. 5B: Focus particular attention on the appearance of key gateways into High Point to convey to visitors a positive first and last impression of the community.
Land Use Plan Map Classification:	The site has a Community/Regional Commercial land use designation. This classification is intended to accommodate a wider range of retail or service uses intended to serve the entire community and nearby regional customers.
Land Use Plan Goals, Objectives & Policies:	The following goal and objectives of the Land Use Plan are relevant to this request: Obj.#1. Encourage the preservation of existing trees along the City's gateway corridors and within street rights-of-way and areas of forest cover. Obj. #2. Protect and preserve environmentally sensitive locations including designated open space and watershed critical areas from inappropriate development. Obj. #11. Enhance the aesthetic appearance of High Point by preserving the scenic quality of its major gateway streets and travel corridors and by providing appropriate landscaped buffers and transitional uses between low and high-intensity land uses.
Relevant Area Plan(s):	Business I-85 Corridor Plan: Adopted in 1997, the Business Interstate 85 Corridor Plan recommended several policies related to corridor appearance, land use, protection of drinking water supplies, and vehicular access/maintaining traffic flow. In general, although the plan recommended not creating a scenic corridor overlay, the policies were intended to ensure that the corridor remain physically attractive while also providing opportunities for economic growth.
Zoning History:	The land area along Furniture Avenue was annexed in two parts in 1994. The western 25 acres (abutting Riverdale Drive) was annexed in April 1994 and granted a Conditional Use Highway Business (CU-HB) District under Zoning Case 94-13. The eastern 33 acres was annexed in July 1994 and granted a Conditional Use Light Industrial (CU-LI) District under Zoning Case 94-26.

Transportation Information			
Adjacent Streets:	Name	Classification	Approx. Frontage
	Business 85	Major Thoroughfare	636 ft.
	Riverdale Drive	Minor Thoroughfare	770 ft.
	Furniture Avenue	Local Street	1,087 ft.
Vehicular Access:	Vehicular access will be from the existing driveways to the site from Riverdale Drive and Furniture Avenue. No access will be permitted from Business 85.		

Traffic Counts: (Average Daily Trips)	I-85 Bus/US 29-70 Riverdale Drive Furniture Avenue	24,000 (NCDOT 2011 AADT counts) 142 (TIA 9 am to 4 pm counts) 14 (TIA 9 am to 4pm counts)
Estimated Trip Generation:	Using the development data provided by the applicant, the total ADT for this site is estimated at 448 trips for phase I and 973 trips at build-out.	
Traffic Impact Analysis:	Required	
	<u>Yes</u> X	No Comment Phase I: TIA recommended no improvements Full Build-out: TIA recommends installing a northbound right turn lane, extending the southbound left turn lane to 300 feet of storage and modifying the traffic signal to accommodate the additional traffic volume for I-85 Bus/US 29-70 at Riverdale Drive.
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 currently developed with a 57,607 square foot commercial building that was previously used for retail furniture sales. The building is currently vacant. The applicant is requesting to rezone the property from its current Conditional Use Highway Business (CU-HB) District to a Conditional Zoning Light Industrial (CZ-LI) District in order to reuse the existing building for a private school use. Since schools are not a permitted use in the HB District, the applicant has requested rezoning to a CZ-LI District to permit this use. Approximately 2/3's of the existing building will be used initially for the school under phase I of the applicant's proposal. Phase II, which the applicant hopes to initiate is a few years, will consist of the school expanding into the remaining 1/3 of the building.

The parcels located along Furniture Avenue consist of a mixture of CU-HB and CU-LI zoning. The applicant has included a conditional zoning ordinance with this application in which they have restricted the uses permitted on the site. Except for the addition of the elementary and secondary school use, only LI District uses that are also permitted in the HB District are permitted. The proposed ordinance also carries forward existing zoning conditions for this site pertaining to a common signage plan, maintaining existing trees along Business 85 frontage of the property and vehicular access. Finally, the transportation conditions offered address when future transportation improvements are to be installed.

Staff Analysis

Section 9-3-13 of the Development Ordinance states that the Planning & Zoning Commission and the City Council shall be guided by the purposes and intent of the Development Ordinance, and shall give consideration to the following in the review and discussion of any Conditional Zoning application. Based on the applicant's submittal and proposed conditions, as they existed on the date of this report, the Planning and Development Department offers the following comments relative to these ordinance considerations.

Consistency with Adopted Plans:

The proposed Conditional 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:

The proposed conditional zoning district is consistent with the goals, objectives and policies of the land use plan and relevant area plan for this site. In particular, conditions related to signage, the preservation of trees along the Business I-85 frontage, restricting access to Business I-85, and prohibiting environmentally harmful uses in watershed critical areas are all directly related to recommendations made in the City's Land Use Plan and the Business I-85 Corridor Plan.

Review Factors:

The applicant's proposed Conditional Zoning District, including the proposed use(s), written conditions and Conditional Zoning Plan, satisfactorily meets or addresses the following:

<u>Factor #1</u>	Produces a development that is compatible with surrounding development character and land uses; <u>Staff Comments:</u> Surrounding uses consist of retail furniture sales to the north and east, and a quarry and cemetery to the south and west, respectively. The only new use being added by this zoning request is a school use. Based on existing and allowable uses in this area, uses permitted under the requested CZ-LI District will be compatible with the surrounding land uses.
<u>Factor #2</u>	Minimizes or effectively mitigates any identified adverse impact on adjacent and nearby property, such as that caused by traffic, parking, noise, lighting, trash, loading areas, etc.; <u>Staff Comments:</u> ❖ Surrounding uses consist of a mixture of furniture sales, quarry and a cemetery. The proposed school is not anticipated to adversely impact surrounding uses. ❖ To address the potential traffic impact of a school use, the applicant has offered a condition requiring all stacking of vehicles associated with the drop-off and pick-up of students to be accommodated on-site. ❖ The applicant has offered a condition to initially use approximately 2/3's of the existing building for the school use, which is identified as Phase I. The school may only expand into the remaining 1/3 of the building (Phase II) once traffic improvements at the intersection of Riverdale Drive and Business I-85 are installed.
<u>Factor #3</u>	Minimizes or effectively mitigates any identified adverse environmental impact on water and air resources, minimizes land disturbance, preserves trees and protects habitat; <u>Staff Comments:</u> Staff has not identified any adverse environmental impact from this application. The site is already developed and environmental impacts were addressed during construction. Conditions to preserve existing trees along the Business I-85 frontage of the site is being carried forward from the previous zoning approvals. Finally, the site is within the Randleman Lake Watershed Critical Area, Tier 3; the

	Development Ordinance prohibits uses that may have a negative environmental impact.
Factor #4	Minimizes or effectively mitigates any identified adverse impact on municipal facilities and services, such as streets, potable water and wastewater facilities, parks, police and fire; and; <i>Staff Comments:</i> The site is within an area currently served by City of High Point utilities and municipal services and the submittal has no known impacts on municipal services.
Factor #5	Minimizes or effectively mitigates any identified adverse effect on the use, enjoyment or value of adjacent properties. <i>Staff Comments:</i> The site is currently developed and relevant current zoning conditions are being included in this new Conditional Zoning application. The only substantive change is to add schools as a permitted use. The proposed conditions mitigate any adverse effects on adjacent properties.

Changes in the Area:

There have been changes in the type or nature of development in the area of the proposed Conditional Zoning District that support the application.

Staff Comments:

Within the past decade, several additional furniture retail establishments were developed in the immediate area. However, within the last several years, some of those buildings have become vacant like the rezoning site.

Development Patterns:

The proposed Conditional Zoning District would result in development that promotes a logical, preferred and orderly development pattern.

Staff Comments:

The Business Interstate 85 Corridor Plan and the Land Use Plan recommended several policies, and listed goals and objectives related to corridor appearance, land use, protection of drinking water supplies, and vehicular access/maintaining traffic flow. As conditioned, this application adequately addresses these policies.

Reasonableness/Public Interest:

An approval of the proposed Conditional Zoning District is considered reasonable and in the public interest.

Staff Comments:

In this case, staff suggests that the approval of the applicant's request is reasonable and in the public interest because: 1) The request is generally consistent with the City's Land Use Plan; 2) The only substantive use change by this application is the allowance of elementary and secondary schools as a permitted use, and 3) Based on conditions offered by the applicant, transportation impacts are mitigated.

Recommendation

Staff Recommends Approval:

The Planning & Development Department recommends approval of the request to rezone this 11.5 acre parcel to the CZ-LI District. As conditioned, the requested CZ-LI District will be compatible with the surrounding area and in conformance with adopted plans.

Required Action

Planning and Zoning Commission:

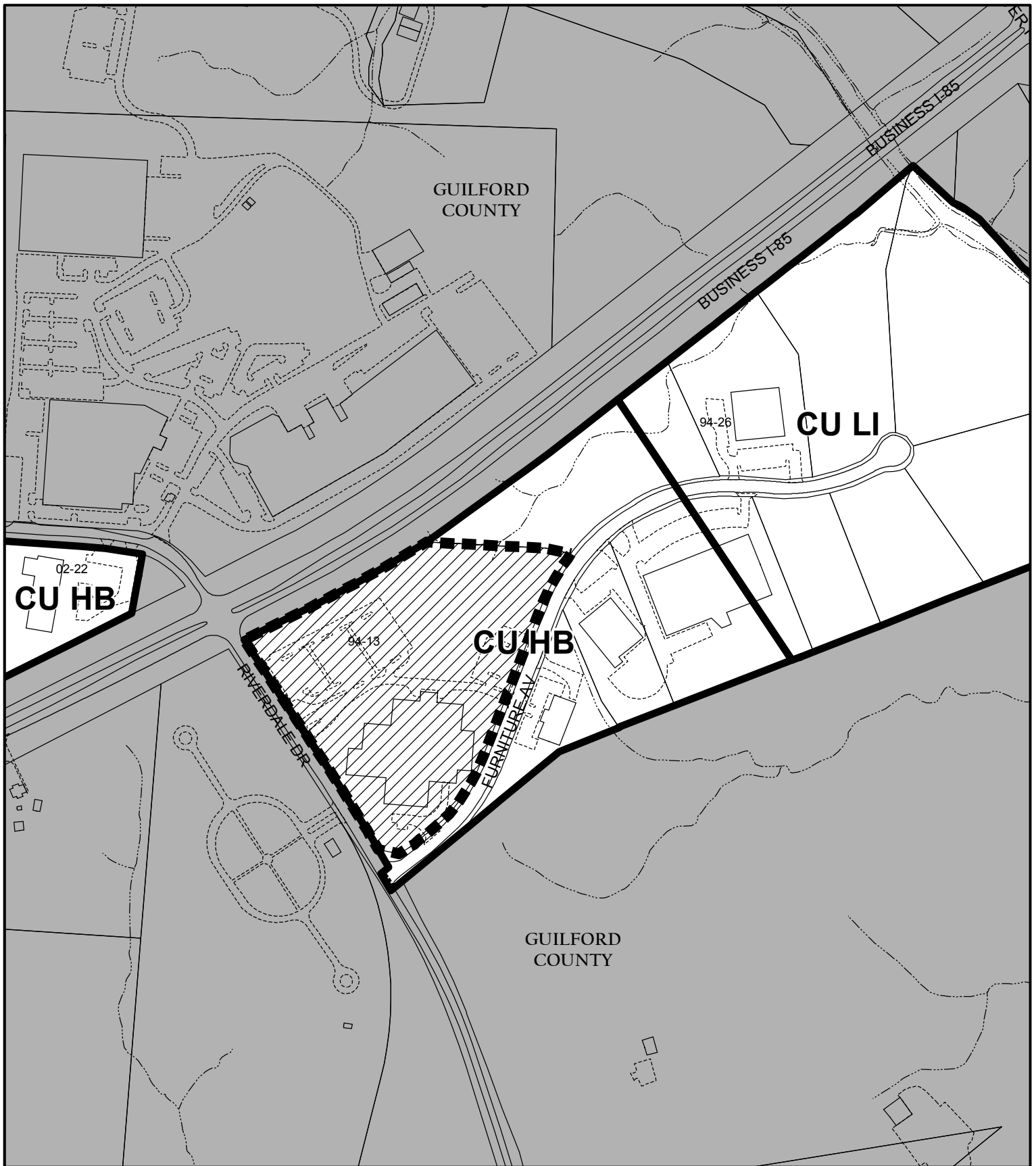
The NC General Statutes require that the Planning and Zoning Commission place in the official record a statement of consistency with the City's adopted plans when making its recommendation. This may be accomplished by adopting the statements in the Staff Analysis section of this report or by adopting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



ZONING CASE 14-05

**From: Conditional Use Highway Business
To: Conditional Zoning Light Industrial**

Existing Zoning Boundary 
Subject Property Boundary 

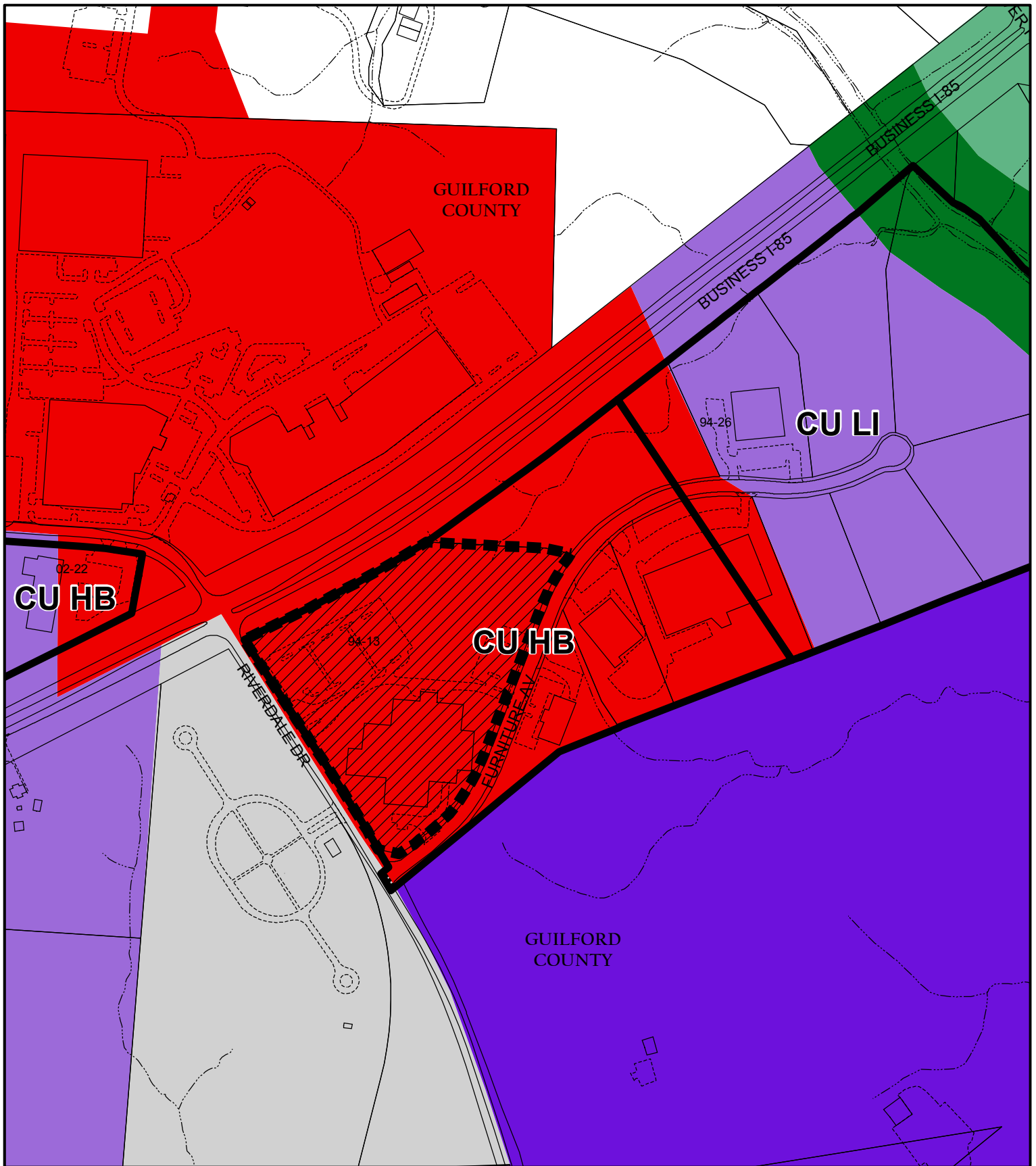
**Planning & Development
Department**

City of High Point

Date: May 9, 2014



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2014/pz/14-05.mxd



ZONING CASE 14-05

Land Use Plan

 Community/Regional Commercial	 Institutional
 Restricted Industrial	 Recreation/Open Space
 Heavy Industrial	 Future Growth Area

Planning & Development
Department

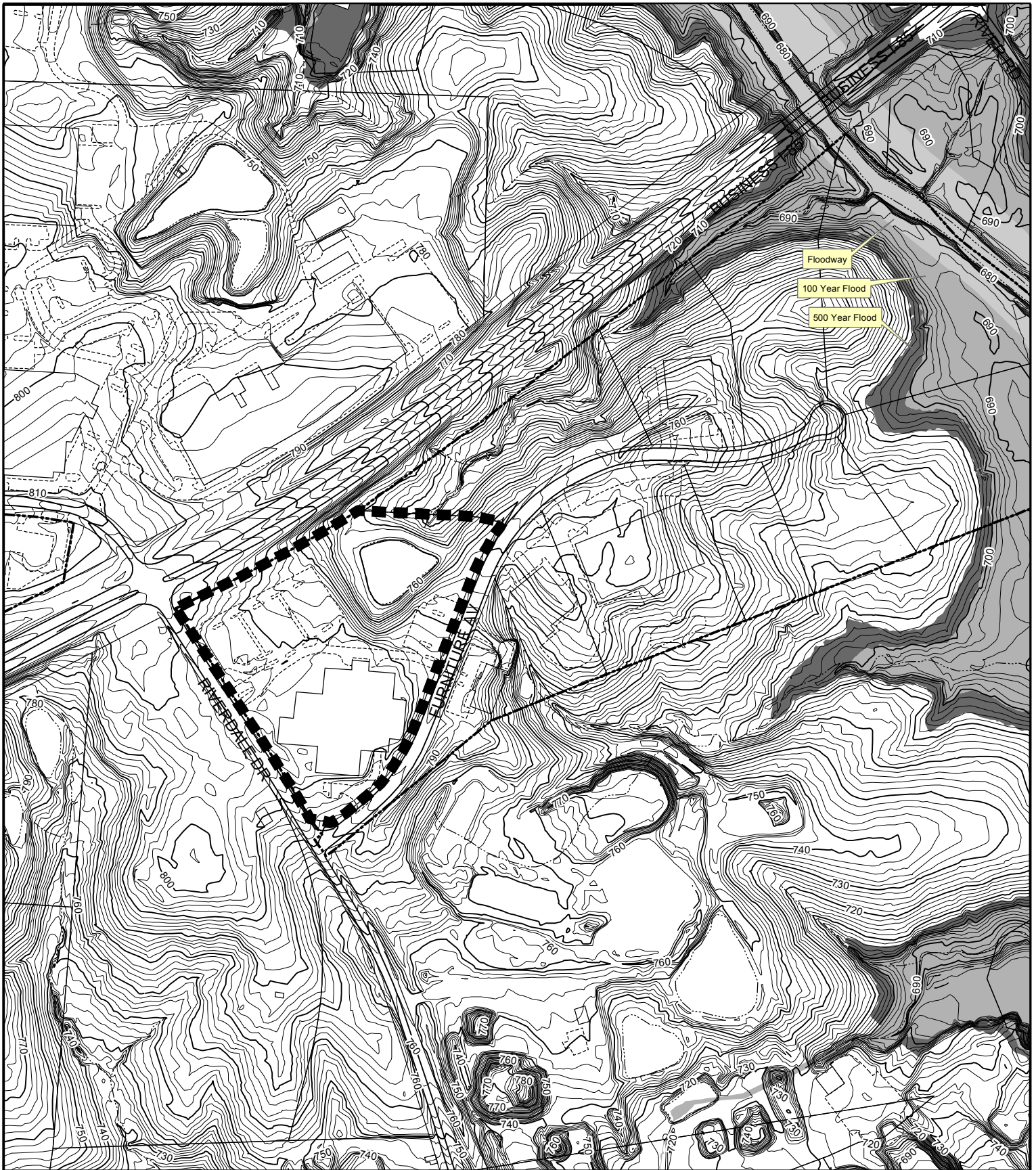
City of High Point

Date: May 9, 2014



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ZONING CASE 14-05

Topography

Subject Property Boundary - - - - -

Planning & Development
Department

City of High Point

Date: May 9, 2014



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ZONING CASE 14-05



Transportation



March 14, 2014

To: Lee Burnette, Director of Planning and Development

From: Mark McDonald, P.E., Transportation Director

Subject: Zoning Case #14-05, The College Preparatory & Leadership Academy of High Point, Property located in the southeast corner of I-85 Bus/US 29-70 and Riverdale Drive at 4201 Furniture Avenue.

My staff and I have reviewed the rezoning request and offer the following comments:

A traffic impact analysis was required for this development. To require a traffic study the proposed development must be expected to produce at least one hundred and fifty (150) trips in the AM or PM peak hour. This development will generate approximately four hundred and forty eight (448) trips per day in Phase I with two hundred and seventy (270) trips in the AM Peak Hour and one hundred and sixty four (164) trips in the Dismissal Peak Hour. There will be nine hundred and seventy three (973) trips per day with Full Build conditions.

Phase I, 275 students or less.

Access

The point of access on Riverdale Road shall be coned off during AM and Dismissal Peaks.

Onsite Queuing

The property owner shall provide a minimum of 1400 feet of stacking/queuing on the site. The AM and Dismissal Peaks will not be allowed to extend onto Furniture Avenue.

Roadway and Intersection Improvements

The property owner shall stripe in a left turn lane on Furniture Avenue, with 125 feet of storage and appropriate taper.

Full Build, including any use above the 275 students.

Access

The point of access on Riverdale Road shall be coned off during school AM and Dismissal Peaks.

Onsite Queuing

The property owner shall provide a minimum of 2400 feet of stacking/queuing on the site for school use. The AM and Dismissal Peaks will not be allowed to extend onto Furniture Avenue.

Roadway and Intersection Improvements

I-85 Bus/US 29-70 @ Riverdale Drive: The property owner shall install a northbound right turn lane On I-85 Bus/US 29-70 with a minimum of 125 feet of storage and appropriate taper, and extend the southbound left turn lane to a total of 300 feet of storage and appropriate taper. The traffic signal shall be modified to optimize signal timing to accommodate the new volumes.

The North Carolina Department of Transportation and the City of High Point Transportation Director shall approve all improvements and construction thereof.

If you have any questions or would like to further discuss this case, please let me know.

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 May 27, 2014 and before the City Council of the City of High Point on June 16, 2014 regarding **Zoning Case 14-05** a proposed amendment to the Official Zoning Map of the “City of High Point Development Ordinance”;

WHEREAS, notice of the public hearings was published in the High Point Enterprise on May 18, 2014, for the Planning and Zoning Commission public hearing and on June 4, 2014 and June 11, 2014, 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 _____.

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: **A Conditional Zoning Light Industrial (CZ-LI) District**. The property is approximately 11.5 acres and lying at the southeast corner of Business 85 and Riverdale Drive (4201 Furniture Avenue). The property is also known as Guilford County Tax Parcel 0209376.

SECTION 2

That the property herein described shall be perpetually bound by the following use(s) authorized and condition(s) imposed, unless subsequently changed or amended as provided for by the Development Ordinance.

Part I. USES:

A. Permitted Uses: Only the following land uses allowed in the Light Industrial (LI) District and their customary accessory uses shall be permitted, subject to the development and dimensional requirements of the LI District and the specific conditions listed in this ordinance.

1. Agricultural Uses:

- a) Agricultural Production (crops)
- b) Animal Services (other)
- c) Forestry
- d) Horticultural Specialties

2. Residential Uses:
 - a) Shelters for the Homeless
 - b) Shelters, Temporary
3. Accessory Uses and Structures:
 - a) Accessory Uses and Structures (customary)
 - b) Bulky Item Outdoor Display
 - c) Caretaker Dwellings
 - d) Communication Towers (exceeding height limits of zoning district)
 - e) Communication Towers (not exceeding height limits of zoning district)
 - f) Disabled Motor Vehicles
 - g) Satellite Dishes/TV and Radio Antennae (Accessory)
 - h) Swimming Pools
4. Recreational Uses:
 - a) Athletic Fields
 - b) Bowling Centers
 - c) Car Tracks (Raceways), Indoor Miniature
 - d) Country Clubs with Golf Courses
 - e) Golf Courses
 - f) Physical Fitness Centers
 - g) Public Parks
 - h) Public Recreation Facilities
 - i) Shooting Ranges, Indoor
 - j) Skating Rinks
5. Educational and Institutional Uses:
 - a) Ambulance Services
 - b) Auditoriums, Coliseums, Theaters or Stadiums (capacity<, 100 people)
 - c) Auditoriums, Coliseums, Theaters or Stadiums (capacity>, 100 people)
 - d) Cemeteries/Mausoleums
 - e) Churches
 - f) Day Care Centers, Adult or Child (29 or less)]
 - g) Day Care Centers, Adult or Child (30 or more)
 - h) Elementary or Secondary Schools
 - i) Fire Stations
 - j) Government Offices
 - k) Police Stations, Neighborhood
 - l) Post Offices
 - m) School Administration Facilities
6. Business, Professional and Personal Services Uses:
 - a) Accounting, Auditing, or Bookkeeping
 - b) Administrative or Management Services
 - c) Advertising Agencies or Representatives
 - d) Advertising Services, Outdoor

- e) Automobile Parking (commercial)
 - f) Banks, Savings & Loans, or Credit Unions
 - g) Barber Shops
 - h) Beauty Shops
 - i) Building Maintenance Services
 - j) Computer Maintenance and Repairs
 - k) Computer Rental & Leasing
 - l) Computer Services
 - m) Economic, Socio., or Educational Research
 - n) Employment Agencies, Personnel Agencies
 - o) Engineering, Architect, or Survey Services
 - p) Finance or Loan Offices
 - q) Funeral Homes or Crematoriums
 - r) Hotels or Motels
 - s) Insurance Agencies (no on-site claims insp.)
 - t) Insurance Agencies (carriers/on-site claims)
 - u) Kennels or Pet Grooming Services
 - v) Laundry or Dry Cleaning Substations
 - w) Law Offices
 - x) Medical, Dental or Related Offices
 - y) Medical or Dental Laboratories
 - z) Medical Equipment Rental and Leasing
 - aa) Motion Picture Productions
 - bb) Noncommercial Research Organizations
 - cc) Office Uses Not Otherwise Classified
 - dd) Photocopying and Duplicating Services
 - ee) Photofinishing Laboratories
 - ff) Photography, Commercial
 - gg) Real Estate Offices
 - hh) Refrigerator or Large Appliance Repairs
 - ii) Rehabilitation or Counseling Services
 - jj) Research, Development or Testing Services
 - kk) Stock, Security or Commodity Brokers
 - ll) Television, Radio, or Electronic Repairs
 - mm) Travel Agencies
 - nn) Veterinary Services (Other)
 - oo) Vocational, Business or Secretarial Schools
 - pp) Wireless Communication Business
7. Retail Trade Uses:
- a) Antique Stores and Used Merchandise Stores
 - b) Bars
 - c) Bars (capacity > 100 persons)
 - d) Boat Sales
 - e) Bulky Item Outdoor Display
 - f) Caterers

- g) Computer Sales
 - h) Convenience Stores (without gasoline pumps)
 - i) Dinner Theaters
 - j) Fabric or Piece Goods Stores
 - k) Flea Markets (indoor) and Antique Malls (indoor)
 - l) Floor Covering, Drapery or Upholstery
 - m) Garden Centers or Retail Nurseries
 - n) Home Furnishings, Miscellaneous
 - o) Office Machine Sales
 - p) Paint and Wallpaper Sales
 - q) Restaurants (no drive-thru)
 - r) Restaurants(serving mixed alcoholic bev)
 - s) Tire Sales
8. Whole Trade Uses:
- a) Books, Periodicals and Newspapers
 - b) Drugs and Sundries
 - c) Durable Goods, Other
 - d) Electrical Goods
 - e) Furniture and Home Furnishings
 - f) Groceries and Related Products
 - g) Hardware
 - h) Jewelry, Watches, Precious Stones & Metals
 - i) Paper and Paper Products
 - j) Professional & Comm. Equipment & Supplies
 - k) Sporting & Recreational Goods & Supplies
 - l) Tobacco and Tobacco Products
 - m) Toys and Hobby Goods and Supplies
 - n) Wallpaper and Paint Brushes
9. Whole Trade Uses:
- a) Communication or Broadcasting Facilities
 - b) Communication Towers (exceeding height limits of zoning district)
 - c) Communication Towers (not exceeding height limits of zoning district)
 - d) Courier Service Substations
 - e) Utility Company Offices
 - f) Utility Lines and Related Appurtenances:
 - i. Utility Lines Distribution Poles, Transmission Poles & Towers
 - ii. Utility Lines, Other
 - g) Utility Service Facilities
 - h) Warehouses (general storage/enclosed) and Distribution Centers
 - i) Warehouses (self-storage)
10. Manufacturing and Industrial Uses:
- a) Contractors (no outside storage)
 - b) Printing and Publishing

11. Other Uses:

- a) Automotive Parking (subj. to Sec. 9-5-6)
- b) Bulky Item Outdoor Sales D
- c) Temporary Construction, Storage or Offices; Real Estate Sales or Rental Offices (with concurrent building permit for permanent building)
- d) Storage Containers, Portable (accessory use)
- e) Temporary Events, including but not limited to: (Refer to Section 9-3-3(f))
 - i. Arts and Crafts Shows
 - ii. Carnivals and Fairs
 - iii. Christmas Tree Sales
 - iv. Concerts, Stage Shows
 - v. Conventions, Trade Shows
 - vi. Outdoor Religious Events

B. Elementary or Secondary Schools uses and Day Care Centers (child/adult) uses:

Use of the existing building for an Elementary or Secondary Schools use or Day Care Center (child/adult) use shall be divided into two phases as depicted on Exhibit 1. At the time permits are issued to occupy Phase II, the owner shall make all required traffic improvements noted in Condition Part II.C.3.b of this ordinance.

Part II. CONDITIONS:

A. Development and Dimensional Requirements.

- 1. Signage: A Common Signage Plan for the subject property shall be submitted for the review and approval of the Director of Planning and Development, with right of appeal to the City Council. The signage plan shall be subject to the requirements of the Development Ordinance and the following additional requirements:
 - a) Signage shall be in accordance with the governing general use zoning district, as established in Section II; Part I (Uses) of this ordinance, except as otherwise provided or restricted herein.
 - b) Permitted illumination of signage oriented to Business 85/29-70 shall be limited to cut-out letter and external lighting.

B. Landscaping, Buffers and Screening: Landscaping shall be provided in accordance with Section 9-5-11 of the Development Ordinance, and the following additional requirements:

- 1. A landscaping plan shall be reviewed and approved prior to the approval of any site plan, or the issuance of any building permit, or certificate of occupancy. Any amendment to this plan shall be required to be approved by the City of High Point Planning Department.
- 2. A minimum forty (40) foot street yard shall be provided along the frontage of Business 85/29-70 in accordance with the planting requirements of the

Eastchester Scenic Corridor, as applied to properties between Penny Road and Gallimore Dairy Road. Existing trees shall be retained to meet the planting requirement within the frontage planting yard along Business 85/29-70.

C. Transportation Conditions.

1. No vehicular access shall be permitted to Business 85/US29-70.
2. The North Carolina Department of Transportation (NCDOT) and the City of High Point Transportation Director shall approve all improvements and construction thereof.
3. Elementary or Secondary Schools uses and Day Care Centers (child/adult) uses:
 - a. Phase I (See Exhibit 1):
 - 1) Access: The point of access on Riverdale Road shall be coned off during AM and Dismissal Peaks.
 - 2) Onsite Queuing: The property owner shall provide a minimum of 1,400 linear feet of stacking/queuing on the site. The AM and Dismissal Peaks will not be allowed to extend onto Furniture Avenue.
 - 3) Improvements: The property owner shall stripe in a left turn lane on Furniture Avenue, with a minimum of 125 feet of storage and appropriate taper.
 - b. Phase II (See Exhibit 1):
 - 1) Access: The point of access on Riverdale Road shall be coned off during school AM and Dismissal Peaks.
 - 2) Onsite Queuing: The property owner shall provide a minimum of 2,400 linear feet of stacking/queuing on the site for school use. The AM and Dismissal Peaks will not be allowed to extend onto Furniture Avenue.
 - 3) Business 85/US 29-70 @ Riverdale Drive: The property owner shall install a northbound right turn lane on Business 85/US 29-70 with a minimum of 125 feet of storage and appropriate taper, and extend the southbound left turn lane to a total of 300 feet of storage and appropriate taper. The traffic signal shall be modified to optimize signal timing to accommodate the new volumes.
4. Transportation Improvements for other permitted uses

Prior to the issuance of permit(s) for the use of the Phase II portion of the existing building for a use other than a school, the property owner may update the Traffic Impact Analysis (TIA) and submit to the Transportation Department to determine if the transportation improvements listed in Condition Part II. C.3.b are warranted. If the Transportation Director determines that improvements are not warranted, based on the updated TIA

for the new use, then the improvements noted in Condition Part II. C.3.b for the non-school uses shall not be required.

SECTION 3

That plans for any development on the property described herein shall be pursued in accordance with this conditional zoning district and shall be submitted to the City of High Point and other approval authorities for review in the same manner as other such plans now required to be approved by the City of High Point.

SECTION 4

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.

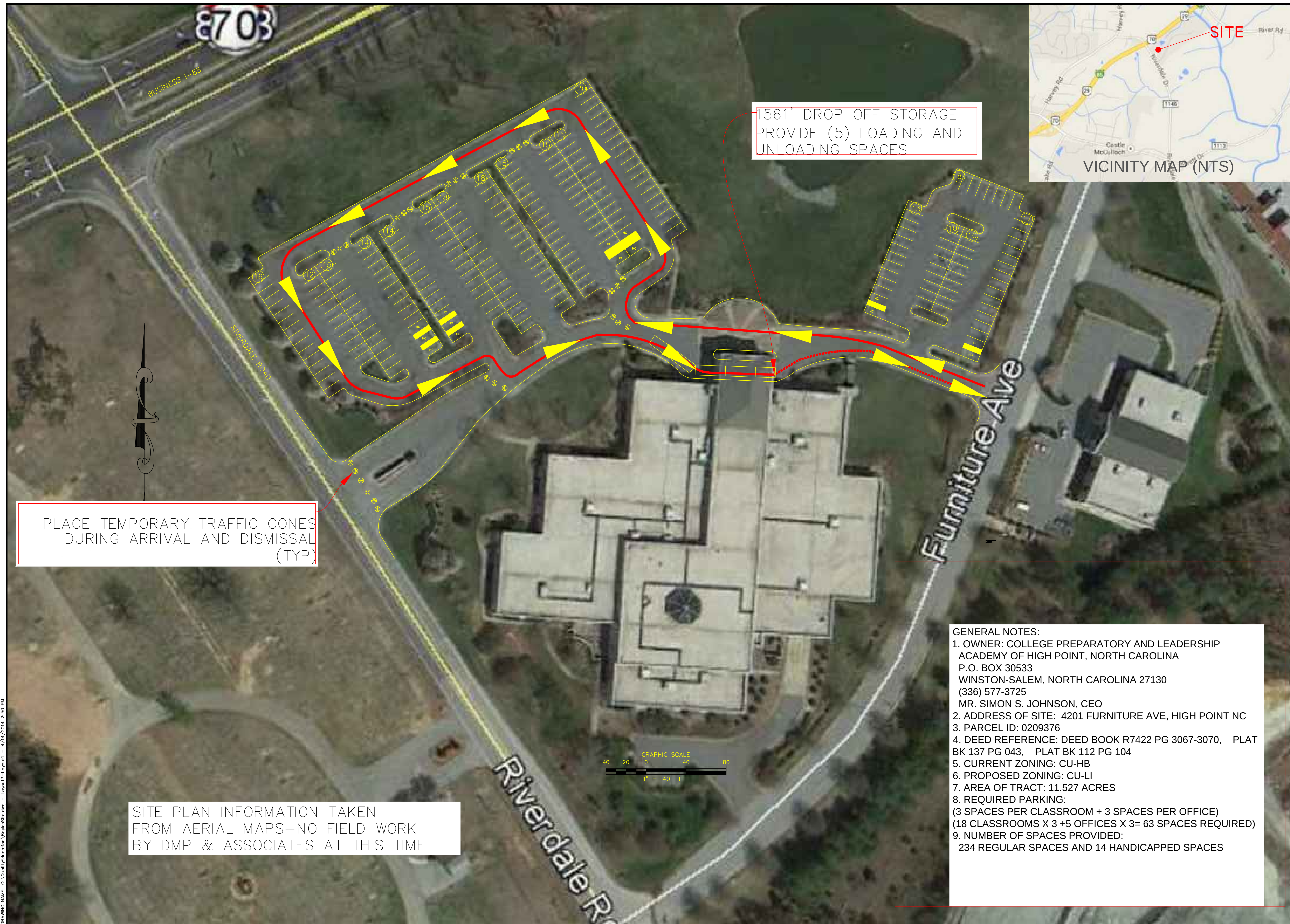
SECTION 5

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

SECTION 6.

This ordinance shall become effective upon the date of adoption.
_____ th day of _____, 2014.

Lisa B. Vierling, City Clerk



DAVIS • MARTIN • POWELL
ENGINEERS & SURVEYORS

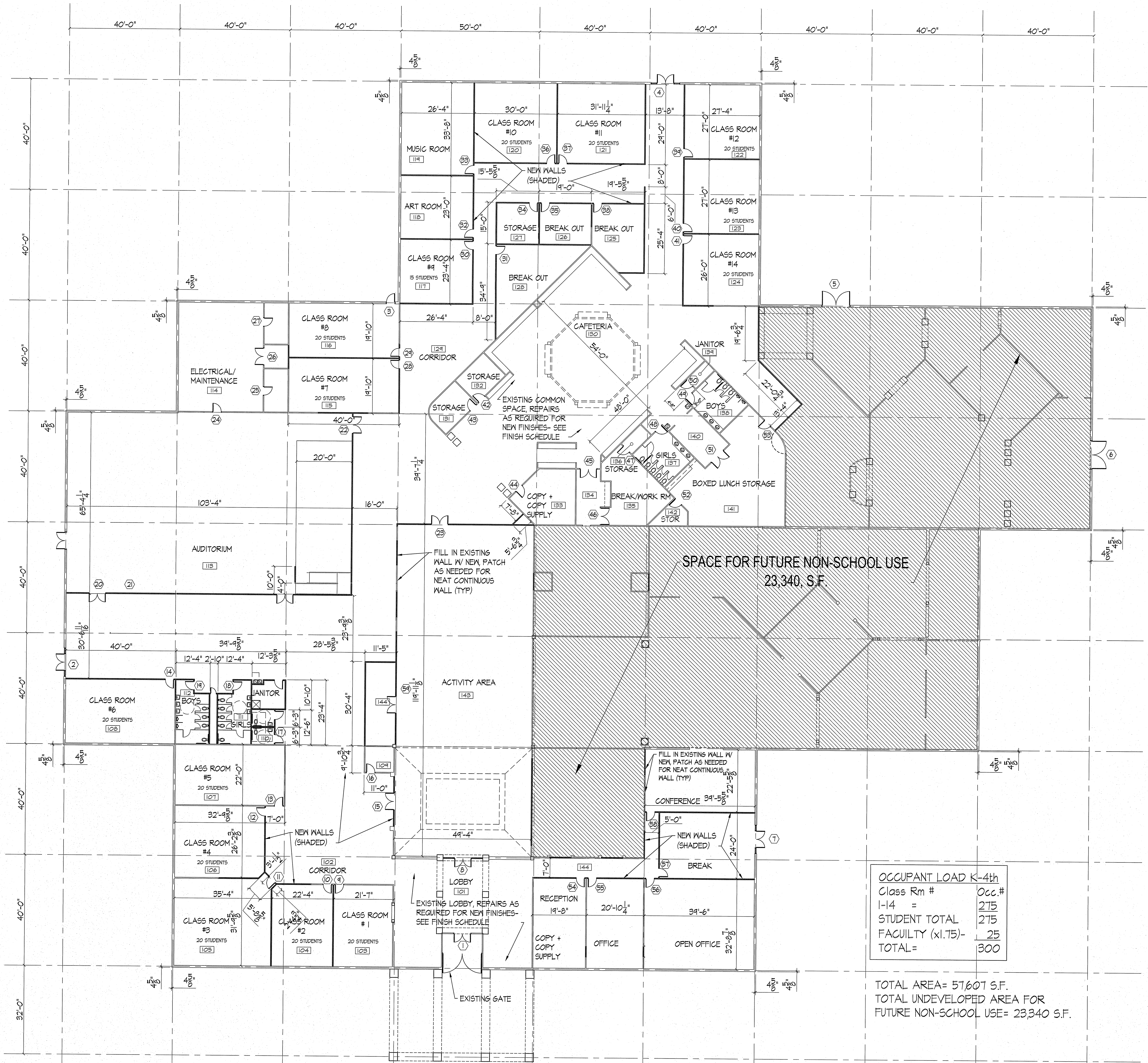
REV	DATE	DESCRIPTION	BY	PROJECT
1				DATE
2				DESIGNED
3				DRAWN
4				CHECKED
5				SCALE
6				AS NOTED
7				QUANTITY
8				*****

PRELIMINARY SITE PLAN
COLLEGE PREPATORY & LEADERSHIP ACAD.
4201 FURNITURE AVENUE
HIGH POINT, NORTH CAROLINA

SHEET NO

OF

Preliminary-Not for construction



OCCUPANT LOAD K-4th	
Class Rm #	Occ.#
1-14	275
STUDENT TOTAL	275
FACULTY (x1.75)-	25
TOTAL=	300

TOTAL AREA= 57,607 S.F.
TOTAL UNDEVELOPED AREA FOR
FUTURE NON-SCHOOL USE= 23,340 S.F.

Project Title:
College Preparatory & Leadership Academy of High Point
4201 Furniture Avenue
High Point, N.C.

Sheet Title:
Floor Plan

Client:
College Preparatory & Leadership Academy of High Point
1981 South Western Blvd.
P.O. Box 1231
High Point, NC 28620
Phone: (252) 977-3265 Fax: (252) 985-5864

E.G. SMITHSON
& ASSOCIATES, INC.
A PROFESSIONAL CORPORATION
1981 SOUTH WESTERN BLVD.
HIGH POINT, NC 28620
PHONE: (252) 977-3265
FAX: (252) 985-5864
WWW.ESMITHSON.COM
NORTH CAROLINA REG. NO. 27602

DATE:
Drawn by: Lieke W.
Proj. number: J668
Scale: Not to scale
Job number:
Sheet number: 14-
A2

Citizens Information Meeting Report

Zoning Case 14-05

Submitted by: Eddie MacEldowney
(Davis-Martin-Powell & Associates)

Community Meeting Information

March 25, 2014

TO: Owners of property near Boyles Furniture
FROM: Jimmie Carson

Re: Citizen Information Meeting, April 7, 2014

**12:00 pm to 1:00 pm, 4201 Furniture Avenue, High Point, N.C. (previously
Boyles Furniture)**

College Preparatory & Leadership Academy of High Point is filing an application with the City of High Point for the rezoning (from conditional use general business to conditional zoning light industrial) of the property at 4201 Furniture Avenue.

A Citizen Information Meeting will be held on April 7th, 2014 from 12 pm to 1 pm for the purpose of allowing us to inform you about our development plan and zoning proposal. We look forward to answering your questions and receiving your input. If you have any questions prior to the meeting, please call me at (252) 977-3055.

List of Property Owners

Granite/Independence LLC
P.O. Box 1928
Mount Airy, N.C. 27030

H.I.P. II LLC
P.O. Box 1550
Jamestown, N.C. 27282

LBJ Rugs LLC
4228 Furniture Avenue
Jamestown, N.C. 27282

Martin Marietta Materials,
Inc.
P.O. Box 30013
Raleigh, N.C. 27622

Retail Furniture Express
LLC
P.O. Box 220
Asheboro, N.C. 27204

Savi Investments LLC
411 Manning Street
High Point, N.C. 27260

Stonemor N.C. LLC
311 Veterans Highway
Suite B
Levittown, PA 19056

Wells Fargo Bank NA
Trustee
901 Main Avenue
Norwalk, CT 06851

Wells Fargo Bank NA
Trustee
390 South Woods Mill
Road- Suite 300

Summary of Notes

College Preparatory & Leadership Academy of High Point, N.C. April 7th, 2014- 12:00pm to 1:00pm

The meeting was convened at 12:00pm with no area citizens attending. Mr. Simon Johnson, Chief Administrator & Mr. Tacuma Johnson, Financial Officer for College Preparatory & Leadership Academy of High Point, Mr. Jim Carson with Smithson, Inc., General Contractor and Mr. Eddie MacEldowney with Davis-Martin-Powell, Civil Engineers were present to provide information and answer any questions from concerned citizens.

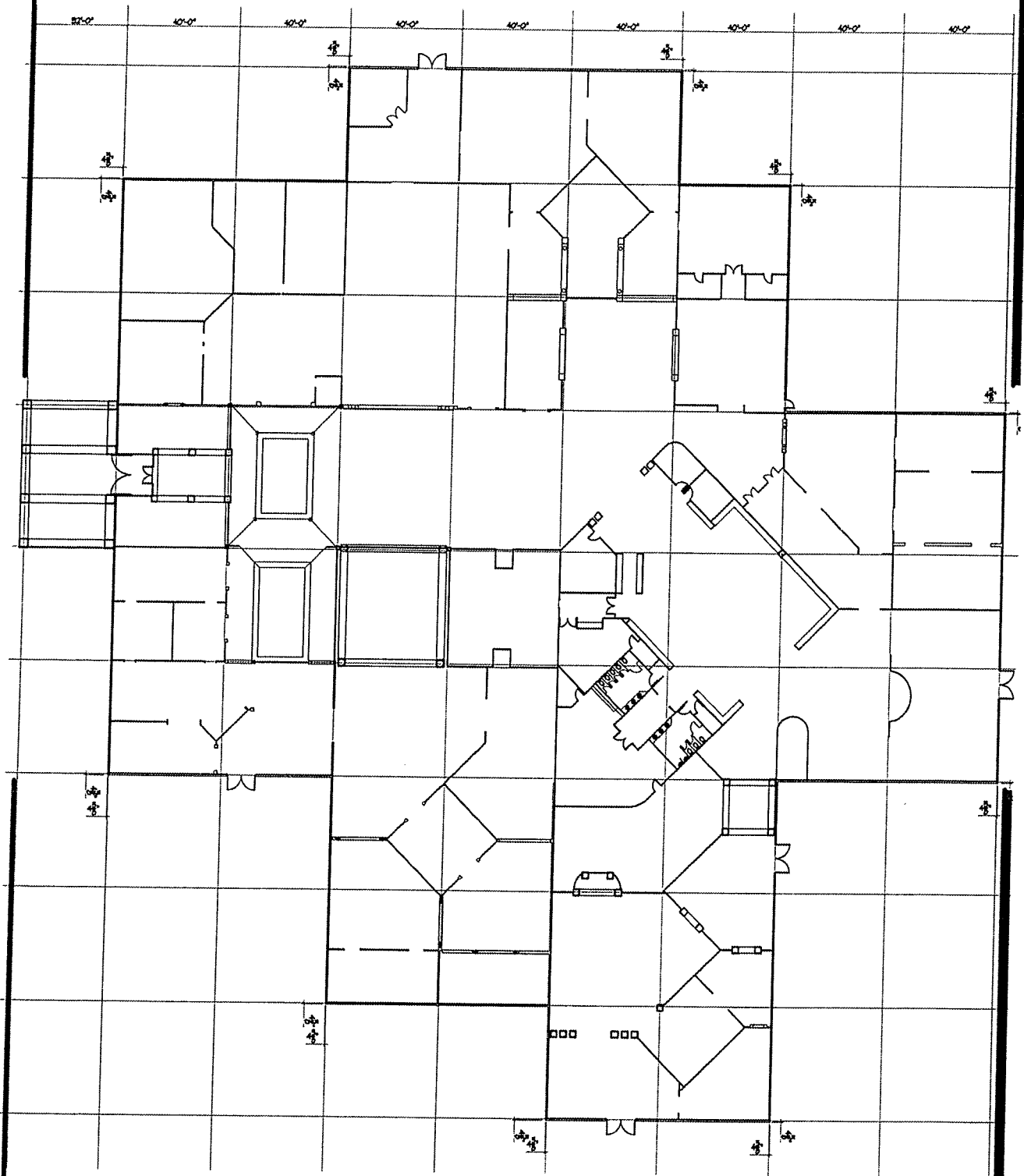
- No area citizens attended the meeting.
- Meeting was adjourned at 1:00pm with no contact from anyone.

Summary of Comments

Mr. Carson with Smithson, Inc. the General Contractor was contacted a few days before the meeting by two (2) property owners/agents.

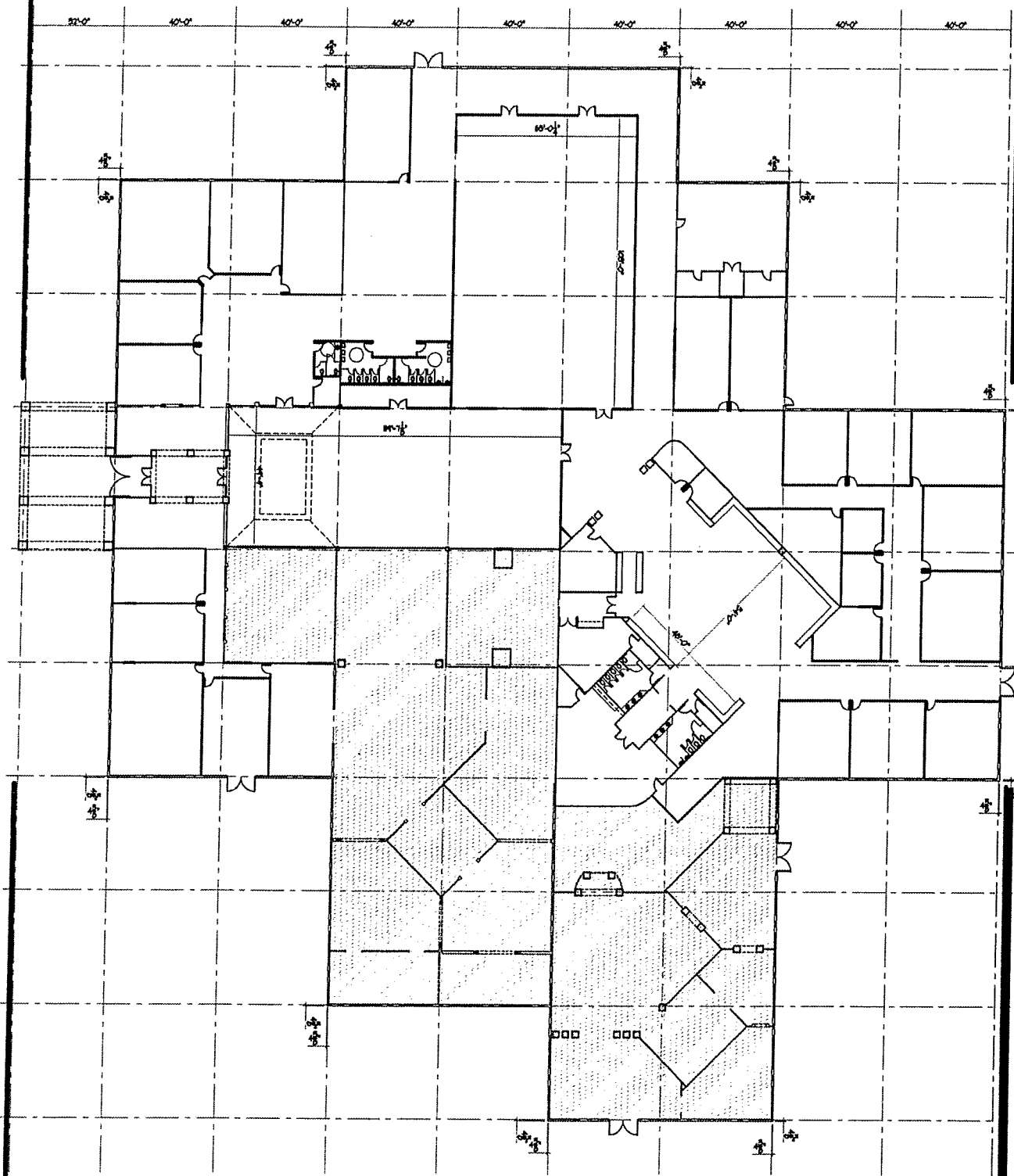
- Mr. Chuck Protaro with Furniture Land South with a question as to the re-zoning. His final statement was that he had no objection with re-zoning of property as requested.
- Mrs. Deb Cook with Birch Commercial had a question as to re-zoning use and was informed we would have information package at the meeting to address the use of the property as well as construction and changes to the property. Mrs. Cook commented she would try to attend the meeting.

[illegible]



Preliminary-Not for construction

[illegible]



Preliminary-Not for construction

Scale: 1/4" = 1'-0" North Arrow Legend 1. Existing Building 2. New Building 3. New Addition 4. New Detachment 5. New Enclosure 6. New Enclosure 7. New Enclosure 8. New Enclosure 9. New Enclosure 10. New Enclosure 11. New Enclosure 12. New Enclosure 13. New Enclosure 14. New Enclosure 15. New Enclosure 16. New Enclosure 17. New Enclosure 18. New Enclosure 19. New Enclosure 20. New Enclosure 21. New Enclosure 22. New Enclosure 23. New Enclosure 24. New Enclosure 25. New Enclosure 26. New Enclosure 27. New Enclosure 28. New Enclosure 29. New Enclosure 30. New Enclosure 31. New Enclosure 32. New Enclosure 33. New Enclosure 34. New Enclosure 35. New Enclosure 36. New Enclosure 37. New Enclosure 38. New Enclosure 39. New Enclosure 40. New Enclosure 41. New Enclosure 42. New Enclosure 43. New Enclosure 44. New Enclosure 45. New Enclosure 46. New Enclosure 47. New Enclosure 48. New Enclosure 49. New Enclosure 50. New Enclosure 51. New Enclosure 52. New Enclosure 53. New Enclosure 54. New Enclosure 55. New Enclosure 56. New Enclosure 57. New Enclosure 58. New Enclosure 59. New Enclosure 60. New Enclosure 61. New Enclosure 62. New Enclosure 63. New Enclosure 64. New Enclosure 65. New Enclosure 66. New Enclosure 67. New Enclosure 68. New Enclosure 69. New Enclosure 70. New Enclosure 71. New Enclosure 72. New Enclosure 73. New Enclosure 74. New Enclosure 75. New Enclosure 76. New Enclosure 77. New Enclosure 78. New Enclosure 79. New Enclosure 80. New Enclosure 81. New Enclosure 82. New Enclosure 83. New Enclosure 84. New Enclosure 85. New Enclosure 86. New Enclosure 87. New Enclosure 88. New Enclosure 89. New Enclosure 90. New Enclosure 91. New Enclosure 92. New Enclosure 93. New Enclosure 94. New Enclosure 95. New Enclosure 96. New Enclosure 97. New Enclosure 98. New Enclosure 99. New Enclosure 100. New Enclosure	E.G. SMITHSON & ASSOCIATES, INC. A PROFESSIONAL CORPORATION PRINCIPAL ARCHITECT: E.G. SMITHSON 4201 FURNITURE AVENUE, SUITE 100 HIGH POINT, NC 27030 PHONE: (800) 977-8888 FAX: (800) 977-8888 WWW.ESMITHSON.COM PRINCIPAL ENGINEER: E.G. SMITHSON 4201 FURNITURE AVENUE, SUITE 100 HIGH POINT, NC 27030 PHONE: (800) 977-8888 FAX: (800) 977-8888 WWW.ESMITHSON.COM	SMITHSON Specialty Contractor: General Contractor 4201 Furniture Avenue, Suite 100 High Point, NC 27030 Phone: (800) 977-8888 Fax: (800) 977-8888	Project Name: New School 4201 Furniture Avenue High Point, NC Sheet Title: New Floor Plan	Scale: 1/4" = 1'-0" North Arrow Legend 1. Existing Building 2. New Building 3. New Addition 4. New Detachment 5. New Enclosure 6. New Enclosure 7. New Enclosure 8. New Enclosure 9. New Enclosure 10. New Enclosure 11. New Enclosure 12. New Enclosure 13. New Enclosure 14. New Enclosure 15. New Enclosure 16. New Enclosure 17. New Enclosure 18. New Enclosure 19. New Enclosure 20. New Enclosure 21. New Enclosure 22. New Enclosure 23. New Enclosure 24. New Enclosure 25. New Enclosure 26. New Enclosure 27. New Enclosure 28. New Enclosure 29. New Enclosure 30. New Enclosure 31. New Enclosure 32. New Enclosure 33. New Enclosure 34. New Enclosure 35. New Enclosure 36. New Enclosure 37. New Enclosure 38. New Enclosure 39. New Enclosure 40. New Enclosure 41. New Enclosure 42. New Enclosure 43. New Enclosure 44. New Enclosure 45. New Enclosure 46. New Enclosure 47. New Enclosure 48. New Enclosure 49. New Enclosure 50. New Enclosure 51. New Enclosure 52. New Enclosure 53. New Enclosure 54. New Enclosure 55. New Enclosure 56. New Enclosure 57. New Enclosure 58. New Enclosure 59. New Enclosure 60. New Enclosure 61. New Enclosure 62. New Enclosure 63. New Enclosure 64. New Enclosure 65. New Enclosure 66. New Enclosure 67. New Enclosure 68. New Enclosure 69. New Enclosure 70. New Enclosure 71. New Enclosure 72. New Enclosure 73. New Enclosure 74. New Enclosure 75. New Enclosure 76. New Enclosure 77. New Enclosure 78. New Enclosure 79. New Enclosure 80. New Enclosure 81. New Enclosure 82. New Enclosure 83. New Enclosure 84. New Enclosure 85. New Enclosure 86. New Enclosure 87. New Enclosure 88. New Enclosure 89. New Enclosure 90. New Enclosure 91. New Enclosure 92. New Enclosure 93. New Enclosure 94. New Enclosure 95. New Enclosure 96. New Enclosure 97. New Enclosure 98. New Enclosure 99. New Enclosure 100. New Enclosure
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June 17, 2014

MEMORANDUM

TO: Strib Boynton
City Manager

FROM: Eric Olmedo
Budget and Performance Manager

SUBJECT: City Council Agenda Items for fiscal year 2014-2015 Budget

Listed below are the ordinances and resolutions necessary to adopt the 2014-2015 Budget.

Budget Ordinance for fiscal year 2014-2015

Resolution to adopt a 1.8% Electric rate increase effective July 1, 2014

NCMPA Participant Rate Schedule Rider No. 15

NCMPA Participant Rate Schedule Rider No. 16

Water/Sewer Rate Schedule

Changes to the Proposed Budget

I will be available if you have any questions.

cc: Randy McCaslin
Allen Oliver
Jeff Moore
Cindy Smith

CITY OF HIGH POINT, NORTH CAROLINA
Fiscal Year 2014-2015 Budget Ordinance

BE IT ORDAINED BY THE CITY OF HIGH POINT, NORTH CAROLINA:

Section 1. The following amounts are hereby appropriated for the operation and maintenance of the City's various governmental departments and divisions for the Fiscal Year beginning July 1, 2014 and ending June 30, 2015:

- (1) That for said fiscal year there is hereby appropriated out of the GENERAL FUND for general governmental operations the sum of:

\$ 100,341,940

- (2) That for said fiscal year there is hereby appropriated out of the SPECIAL GRANTS FUND for purposes outlined within the various grant provisions, the sum of:

\$ 5,576,724

- (3) That for said fiscal year there is hereby appropriated out of the COMMUNITY DEVELOPMENT FUND for purposes outlined within the grant, the sum of:

\$ 4,128,570

- (4) That for said fiscal year there is hereby appropriated out of the ECONOMIC DEVELOPMENT FUND, the sum of:

\$ 757,000

- (5) That for said fiscal year there is hereby appropriated out of the GENERAL DEBT SERVICE FUND for the payment of debt service charges on general obligation debt, the sum of:

\$ 10,952,058

- (6) That for said fiscal year there is hereby appropriated out of the GENERAL CAPITAL PROJECTS FUND for the purpose of construction and/or acquisition of certain long-lived assets, the sum of:

Capital Projects	\$ 228,250
Transfer to Other Funds	180,000
	\$ <u>408,250</u>

- (7) That for said fiscal year there is hereby appropriated out of the CENTRAL SERVICES FUND the following:

Fleet Services	\$ 10,674,546
Radio Repair Shop	1,179,001
Computer Replacement	702,835
	\$ <u>12,556,382</u>

- (8) That for said fiscal year there is hereby appropriated out of the WATER and SEWER FUND the following:

Operations	\$ 26,336,841
Debt Service	17,991,125
Transfer to Capital Projects Fund	3,850,000
TOTAL WATER and SEWER FUND	\$ <u>48,177,966</u>

- (9) That for said fiscal year there is hereby appropriated out of the WATER and SEWER CAPITAL PROJECTS FUND the following:

Water Sewer Capital Projects	\$ <u>3,850,000</u>
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CITY OF HIGH POINT, NORTH CAROLINA
Fiscal Year 2014-2015 Budget Ordinance

(10) That for said fiscal year there is hereby appropriated out of the ELECTRIC FUND the following:

Operations	\$ 121,151,520
Capital Projects	7,174,000
TOTAL ELECTRIC FUND	<u>\$ 128,325,520</u>

(11) That for said fiscal year there is hereby appropriated out of the MASS TRANSIT FUND for the purpose of operating High Point's Transit System, the sum of:

\$ 4,390,444

(12) That for said fiscal year there is hereby appropriated out of the PARKING FACILITIES FUND for the purpose of operating City parking facilities, the sum of:

\$ 418,200

(13) That for said fiscal year there is hereby appropriated out of the SOLID WASTE FUND the following:

Landfill Facility Operating	\$ 5,364,588
Ingleside	504,737
Environmental Services Operating	6,282,396
Recycling Facility Operating	1,964,906
Capital Projects	1,050,000
TOTAL LANDFILL FACILITIES FUND	<u>\$ 15,166,627</u>

(14) That for said fiscal year there is hereby appropriated out of the STORM WATER FUND the following:

Operations	\$ 1,941,922
Debt Service	1,189,690
Capital Projects	572,000
TOTAL STORM WATER FUND	<u>\$ 3,703,612</u>

(15) That for said fiscal year there is hereby appropriated out of the MARKET AUTHORITY FUND, the sum of:

\$ 2,895,000

Section 2. It is estimated that the following revenues will be available during fiscal year beginning July 1, 2014 and ending June 30, 2015:

General Fund	
Ad Valorem Taxes	\$ 57,618,921
Sales & Use Taxes	21,900,009
Intergovernmental Revenues	9,396,029
Licenses & Permits	1,786,800
Charges for Services	5,021,606
Miscellaneous	698,000
Administrative Reimbursements	-
Fund Balance Appropriated	3,920,575
Total Revenues and Other Financing Sources	<u>\$ 100,341,940</u>
Grants Fund	
Intergovernmental Revenues	<u>\$ 5,576,724</u>
Community Development Fund	
Intergovernmental Revenues	<u>\$ 4,128,570</u>

CITY OF HIGH POINT, NORTH CAROLINA
Fiscal Year 2014-2015 Budget Ordinance

Economic Development Fund	
Transfer From General Fund	\$ 75,000
Transfer From Electric Fund	400,000
Fund Balance Appropriated	282,000
Total Revenues and Other Financing Sources	<u>\$ 757,000</u>
General Debt Service Fund	
Ad Valorem Taxes	\$ 3,149,287
Interest on Investments	80,000
Miscellaneous	529,631
Transfer from Other Funds	5,803,420
Fund Balance Appropriated	1,389,720
Total Revenues and Other Financing Sources	<u>\$ 10,952,058</u>
General Capital Projects Fund	
Transfer from Other Funds	408,250
Total Revenues and Other Financing Sources	<u>\$ 408,250</u>
Central Services Fund	
Sales and Services	-
Miscellaneous Revenues	12,556,382
Total Revenues and Other Financing Sources	<u>\$ 12,556,382</u>
Water and Sewer Fund	
Charges for Services	\$ 45,187,430
Non-operating Revenues	666,704
Retained Earnings Appropriated	2,323,832
Total Revenues and Other Financing Sources	<u>\$ 48,177,966</u>
Water and Sewer Capital Projects Fund	
Transfer from Water and Sewer Fund	<u>\$ 3,850,000</u>
Electric Fund	
Charges for Services	\$ 125,812,051
Non-operating Revenues	149,000
Retained Earnings Appropriated	2,364,469
Total Revenues and Other Financing Sources	<u>\$ 128,325,520</u>
Mass Transit Fund	
Charges for Services	\$ 2,668,356
Intergovernmental Revenues	1,044,650
Transfer From Other Funds	521,699
Retained Earnings Appropriated	155,739
Total Revenues and Other Financing Sources	<u>\$ 4,390,444</u>
Parking Facilities Fund	
Charges for Services	\$ 247,000
Miscellaneous	1,000
Transfer From Other Funds	112,162
Fund Balance Appropriated	58,038
Total Revenues and Other Financing Sources	<u>\$ 418,200</u>

CITY OF HIGH POINT, NORTH CAROLINA
Fiscal Year 2014-2015 Budget Ordinance

Solid Waste Fund	
Operating Revenue	\$ 11,866,880
Miscellaneous	161,500
Transfers from Other Funds	2,600,000
Retained Earnings Appropriated	588,247
Total Revenues and Other Financing Sources	<u>\$ 15,216,627</u>
Storm Water Fund	
Charges for Services	\$ 2,460,956
Miscellaneous	40,000
Transfer from General Debt Service	1,189,689
Retained Earnings Appropriated	12,967
Total Revenues and Other Financing Sources	<u>\$ 3,703,612</u>
Market Authority Fund	
Room Occupancy Taxes	\$ 295,000
Licenses & Permits	1,600,000
Transfer from General Fund	240,000
Transfer from Water-Sewer Fund	50,000
Transfer from Electric Fund	710,000
Total Revenues and Other Financing Sources	<u>\$ 2,895,000</u>

Section 3. There is hereby levied the following rates of tax on each one hundred dollars (\$100) valuation of taxable property, as listed for taxes as of January 1, 2014, for the purpose of raising the revenue from current year's property tax, as set forth in the foregoing estimates of revenue, and in order to finance the foregoing appropriations.

Rate per \$100 Valuation
General Fund \$.664

Such rates of tax are based on an estimated total valuation of property for purpose of taxation of **\$9,173,566,337** and an estimated rate of collections of **98.0%** during the current year.

Section 4. That the reserve for encumbrances at June 30, 2014, representing the unearned portion of contracts as of that date, shall be re-appropriated and distributed as it applied in order to properly account for the payment against which the fiscal year in which it is paid.

Section 5. That the unencumbered balances as of June 30, 2014 of those capital projects and operating encumbrances which were not completed in Fiscal Year 2013-2014 be reappropriated into the Fiscal Year 2014-2015 budget in order to allow completion.

Section 6. That the unencumbered balances in Grant funds which remain as of June 30, 2014 be re-appropriated into the Fiscal Year 2014-2015 budget for the completion of their original purposes.

Section 7. That the landfill closure funds previously expended and established as a liability in the Landfill Development and Maintenance Capital Reserve Fund and which remain as of June 30, 2014 be appropriated in the Fiscal Year 2014-2015 budget for their intended purposes.

Section 8. The number of persons to be employed and the salaries and wages to be paid shall be those which are included in the detailed operation budgets; unless provision is made by the City Manager or City Council for employing additional persons.

CITY OF HIGH POINT, NORTH CAROLINA
Fiscal Year 2014-2015 Budget Ordinance

Section 9. The City Manager is hereby authorized to approve transfers of appropriations within any fund, provided transfers between funds, and authorization for making expenditures from excess revenue shall be made by the City Council.

Section 10. There is hereby levied a tax of five dollars (\$5.00) per year upon any vehicle resident within the City, pursuant to G.S. 20-97 (c).

Section 11. There is hereby levied a solid waste availability fee of eight dollars (\$8.00) per month for services provided by the City.

Section 12. The automated recycling collection fee of one dollar (\$1.00), which was effective July 1, 2009, is hereby rescinded, effective July 1, 2014.

Section 13. Utility payments will be applied in the following order: Deposits, credit/collection fees, oldest bill first, miscellaneous fees/charges, and utility services.

Section 14. Copies of this ordinance shall be furnished to the City Clerk and the Director of Financial Services to be kept on file by him for his direction in the collection and disbursement of City funds.

Section 15. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Adopted this 16th day of June, 2014.

Attest: Lisa B. Vierling, MMC
City Clerk

The City Council for the City of High Point approved the FY 2014-2015 City budget June 16, 2014. The following changes to the proposed budget have been adopted

**CHANGES TO THE 2014-2015 PROPOSED BUDGET
INCORPORATED INTO THE ADOPTED BUDGET**

	<u>Expense</u>	<u>Revenue</u>
FY 2014-2015 Proposed Budget	\$ 341,180,720	\$ 341,180,720
 FY 2014-2015 Proposed General Fund Budget	 99,824,047	 99,824,047
Decrease tax rate from 8/10 cent to 1 cent		(183,472)
Reduce tax rate an additional 1/10 cent		(91,736)
Decrease Human Relations travel budget	(25,000)	
Restore 1/2 of Human Relations travel budget	12,500	
Move Community Development Director to General Fund	130,393	
Increase street resurfacing \$400k	400,000	
Decrease due to Privilege License law change		(122,000)
Increase Fund Balance appropriation		280,472
Increase Fund Balance appropriation		634,629
 Sub-total	 <u>517,893</u>	 <u>517,893</u>
 FY 2014-2015 Revised General Fund Budget	 \$ 100,341,940	 \$ 100,341,940
 FY 2014-2015 Proposed Community Development budget	 \$ 4,128,570	 \$ 4,128,570
Transfer Director position to General fund	(130,393)	
Increase funds for Core City redevelopment	130,393	
 FY 2014-2015 Revised Community Development budget	 \$ 4,128,570	 \$ 4,128,570
 FY 2014-2015 Revised Budget	 \$ 341,698,613	 \$ 341,698,613

***CORRECTED**

RESOLUTION OF THE CITY COUNCIL OF CITY OF HIGH POINT, NORTH CAROLINA TO
AMEND THE ELECTRIC UTILITY RATE SCHEDULE

BE IT RESOLVED, by the City Council of the City of High Point, NC that the schedule of rates and charges for the electric utility for availability demand and consumption be amended to be increased by 1.8% effective for bills dated on or after July 1, 2014, and to continue until such time as City Council shall determine otherwise.

Adopted by the High Point City Council this 16th day of June, 2014.

Lisa B. Vierling, MMC

City Clerk

North Carolina Municipal Power Agency Number 1
Participant Rate Schedule
Renewable Energy Portfolio Standards (REPS) Charge
Rider No. 15

Effective Date

This Rate rider shall be effective on and after July 1, 2014, and shall remain effective until modified by the governing boards in accordance with N.C. General Statute 159B-10(b).

Applicability

The REPS Charge set forth in this Rider is applicable to all Participants receiving All Requirements Bulk Power Supply service, as provided by Power Agency.

Billing

The monthly bill computed under Power Agency's applicable Wholesale Power Service Schedule will be increased by an amount equal to each Participant's customer count as reported by each Participant on its EIA-861 Report for Calendar Year 2012 or Municipal estimates for those that submitted the EIA-861 Short form multiplied by the Total REPS Charge shown below:

<u>(\$/Customer)</u>	<u>Monthly Charges</u>		
	<u>Renewable Resources</u>	<u>DSM/Energy Efficiency</u>	<u>Total REPS Charge</u>
<u>Residential Customer Account</u>	<u>\$0.54</u>	<u>\$0.00</u>	<u>\$ 0.54</u>
<u>Commercial Customer Account*</u>	<u>\$2.61</u>	<u>\$0.00</u>	<u>\$2.61</u>
<u>Industrial Customer Account*</u>	<u>\$26.94</u>	<u>\$0.00</u>	<u>\$ 26.94</u>

* Participants will be charged only the Renewable Resource Rate for those customers that have elected to not participate in DSM/ Energy Efficiency Programs.

Adopted March 28, 2014.

**North Carolina Municipal Power Agency Number 1
Participant Rate Schedule
Avoided Cost Credit for Renewable Energy Generation
Rider No. 16**

Effective Date

This Rate rider shall be effective on and after July 1, 2014, and shall remain effective until modified by the governing boards in accordance with General Statute Section 159B-10(b).

Applicability

The Avoided Cost Credit for Renewable Energy Generation set forth in this rider is applicable to Renewable Energy Generation, Type 4 REG, as those terms are defined in Power Agency's Policy Regarding Generation on Participant Distribution Systems, dated December 1, 2009.

Avoided Cost Credit Rate

A cost credit rate will be applied in each month to each Type 4 REG, as measured in kWh for such month, in accordance with the following:

Type of Rate

- For each Customer of a Participant with a Type 4 REG who has executed a Power Purchase Agreement with the Participant for delivery of power with a term of five, ten or fifteen years, the Fixed Long-Term Rates, as outlined below, will be applied based on the type of renewable generation.
- For each Customer of a Participant with a Type 4 REG who chooses to sell energy to the Participant on an "as available" basis and executes a Power Purchase Agreement with a one year term, the Variable Rates, as outlined below, will be applied based on the type of renewable generation.

Wind and Biomass Avoided Cost Credit Rate (\$ Per kWh):

		<u>Fixed Long-term Rate</u>		
	<u>Variable</u>	<u>5 Years</u>	<u>10 Years</u>	<u>15 Years</u>
On-peak energy*	\$0.0306	\$0.0314	\$0.0349	\$0.0382
Off-peak energy	\$0.0097	\$0.0103	\$0.0110	\$0.0115

Solar Photovoltaic Avoided Cost Credit Rate (\$ Per kWh):

		<u>Fixed Long-term Rate</u>		
	<u>Variable</u>	<u>5 Years</u>	<u>10 Years</u>	<u>15 Years</u>
All energy*	\$0.0327	\$0.0337	\$0.0371	\$0.0402

* These credits include a capacity component.

Renewable Generating Energy

Renewable Generating Energy shall be the total kWh of energy delivered by the Customer's Type 4 REG during the month.

On-Peak Energy

On-Peak Energy shall be the metered energy delivered by the Customer's Type 4 REG during the On-Peak Energy Period of the month, where the On-Peak Energy Period is defined as non-holiday weekdays from 7:00 AM to 11:00 PM EPT.

Off-Peak Energy

Off-Peak Energy shall be the Renewable Generating Energy less the amount of billed On-Peak Energy.

Adopted March 28, 2014.

City of High Point Water and Sewer Rate Schedule Effective July 1, 2014

Water Rates:			
Commodity Charges (Residential)		Inside Rate	Outside Rate
All Units		\$ 2.62	\$ 5.23
Commodity Charges (Commercial and Industrial)			
		Inside Rate	Outside Rate
First 35 units		\$ 2.62	\$ 5.23
Next 765 units		2.37	4.74
Next 2200 units		2.11	4.22
Over 3000 units		1.82	3.65
Commodity Charges (Intergovernmental)			
All units		\$ 1.82	\$ 3.65
Commodity Charges (Irrigation)			
All units		\$ 3.91	\$ 7.83
Fixed Charges:			
Meter Code	Meter Size	Inside Rate	Outside Rate
WT1	5/8" & 3/4"	\$ 7.90	\$ 15.80
WT2	1"	19.75	39.49
WT3	1-1/2"	39.47	78.94
WT4	2"	63.13	126.26
WT5	3"	126.31	252.62
WT6	4"	197.35	394.70
WT7	6"	394.69	789.37
WT8	8"	630.89	1,261.77
WT10	10"	1,144.25	
WT12	12"	1,696.59	
1 unit = 748 gallons			

Sewer Rates			
Commodity Charges		Inside Rate	Outside Rate
All units		\$ 4.55	\$ 9.11
Fixed Charges			
Meter Code	Meter Size	Inside Rate	Outside Rate
WT1	5/8" & 3/4"	\$ 12.23	\$ 24.45
WT2	1"	30.65	61.31
WT3	1-1/2"	61.32	122.63
WT4	2"	98.07	196.13
WT5	3"	196.16	392.33
WT6	4"	306.50	612.99
WT7	6"	612.99	1,225.99
WT8	8"	980.81	1,961.61
Industrial Surcharge			
		BOD	SS
Inside Rate		\$ 58.77	\$ 52.23
Outside Rate		\$ 117.54	\$ 104.46
Residential Flat Rate Sewer			
Inside Rate			\$ 44.18
Outside Rate			\$ 88.35
Septage Tickets			
1 ticket per 1000 gallons of tank capacity or fraction thereof:			\$ 39.11
1 ticket per 3000 gallons of tank capacity or fraction thereof:			\$ 117.33

PLANNING AND ZONING COMMISSION RECOMMENDATION

On May 27, 2014, a public hearing was held before the Planning and Zoning Commission regarding the request described below. All members of the Commission were present except for Mr. Ozzie Hough and Mr. John McKenzie.

City of High Point

Street Abandonment Case 14-04

A request by the Technical Review Committee to abandon (close) a partially improved alley lying along the south side of W. English Road, between N. Lindsay Street and Oakwood Street.

Mr. Herbert Shannon presented Street Abandonment Case 14-04 and recommended approval as outlined in the staff report.

No one spoke on behalf or in opposition of the request.

The Planning & Zoning Commission recommended approval of Street Abandonment Case 14-04 by a vote of 6-0.

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

**STAFF REPORT
STREET ABANDONMENT CASE 14-04
May 27, 2014**

Request	
Applicant: City of High Point Technical Review Committee	Proposal: To abandon a partially improved alley lying along the south side of W. English Road, between N. Lindsay Street and Oakwood Street.

Adjacent Streets		
Name:	Classification:	Right-of-Way and Pavement Width:
W. English Road	Local street	50-foot wide right-of-way; 40-foot wide curb & gutter paved street

Adjacent Property Zoning and Current Land Use		
North	General Business (GB) District	W. English Road right-of-way
East	General Business (GB) District	Gravel parking lot
South	General Business (GB) District	Gravel parking lot
West	General Business (GB) District General Office Moderate-Intensity (GO-M) District	Church Single family dwellings

Analysis

The City of High Point Technical Review Committee (TRC) is requesting to abandon an alley extending from the south side of W. English Road, between N. Lindsay Street and Oakwood Street. The area proposed to be abandoned has a width of 18 feet and a length of 325 feet (approximately 5,850 square feet). This alley was recorded in 1912 on a map entitled “Oakwood Court – Property of R.A. Wheeler - High Point, NC” (Plat Book 3 – Page 157 Guilford County Register of Deeds).

This alley initially ran from W. English Road to W. Kivett Drive; however, the southern segment of this alley was previously abandoned and the remaining portion terminates into a parcel to the south. All parcels abutting this alley have frontage and existing driveway access to adjacent improved public streets, thus this abandonment request will not deprive any owner reasonable access to their property. Early notices to obtain input from abutting property owners were mailed out on April 22, 2014. In addition, regular notice for the public hearing was sent and signs were posted at the subject right-of-way to be abandoned.

Findings & Recommendations

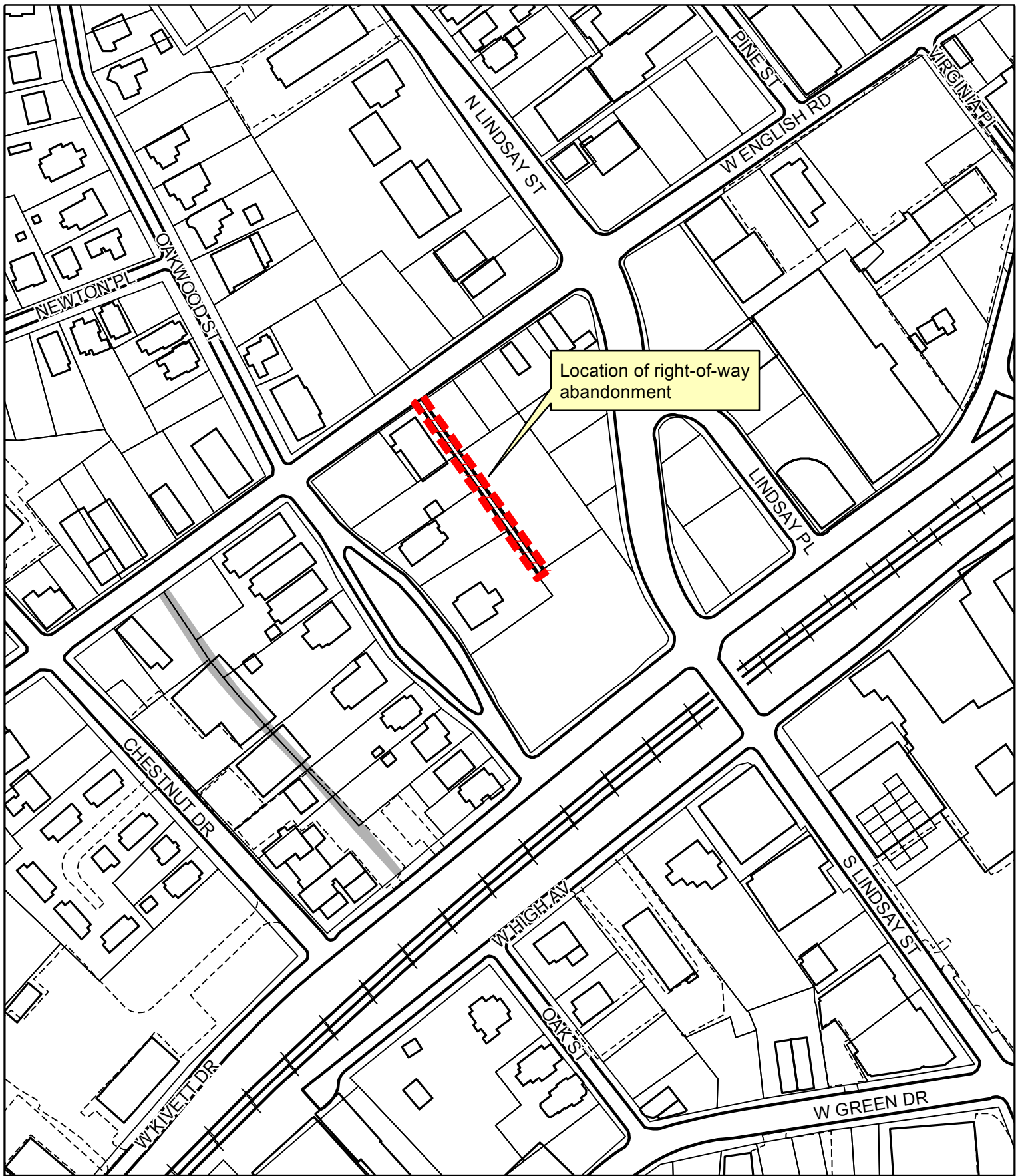
The Technical Review Committee (TRC) reviewed this request on April 23, 2014 and identified no concerns related to the abandonment of this right-of-way. However, the City Electrical Department has noted that a utility easement must be retained, as there are City electrical lines with poles running the full length of this alley. This abandonment of the public’s interest and

conveyance of the right-of-way to the abutting property owners, as provided by state statutes, is found not to be contrary to the public's interest and is found not to deprive owners in the vicinity of the right-of-way reasonable means of ingress and egress to their property.

The Planning and Development Department recommends approval of the request to abandon this alley with the retention of an electrical utility easement along the full length and width of this right-of-way.

Report Preparation

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



STREET ABANDONMENT REQUEST SA14-04

Applicant: City of High Point
Area: 0.14 acres



Location of requested street abandonment



Previously abandoned right-of-ways

**Department of Planning
and Development**

City of High Point

Date: May 9, 2014



Scale: 1"=200'

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2014/pz/sa14-04.mxd

Attachments: Photographs (May 2014) and Aerial (February, 2010)
Looking south of W. English Road towards the alley.



Looking north towards W. English Road



STREET ABANDONMENT REQUEST SA14-04



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

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HIGH POINT, IN A REGULAR MEETING ASSEMBLED ON THE 16th DAY OF JUNE, 2014 AT 6:15 P.M. IN THE COUNCIL CHAMBERS OF THE MUNICIPAL BUILDING, HIGH POINT, NORTH CAROLINA:

WHEREAS, The Technical Review Committee has petitioned the City Council of the City of High Point to permanently abandon (close) a partially improved alley lying along the south side of W. English Road, between N. Lindsay Street and Oakwood Street known as English Court.

Street Abandonment Case 14-04 (English Court)

Abandonment of all of a partially improved alley lying along the south side of W. English Road, between N. Lindsay Street and Oakwood Street. This right-of-way, is known as English Court (formerly identified as East Street), was recorded in 1912 on a map entitled "Oakwood Court – Property of R.A. Wheeler - High Point, NC" (Plat Book 3 – Page 157 Guilford County Register of Deeds).

The area is more specifically described as follows: All of that portion of the English Court right-of-way (formally known and East Street) lying northeast of Guilford County Tax Parcels 0187939, 0187940, 0187941 and 018792 (northeast of lots 22, 19, 17, 15, 11 & 9 as recorded in Plat Book 3 – Page 157) and southwest of Guilford County Tax Tax Parcels 0187944 and 0187955.

WHEREAS, the petition has been duly filed with this Council in a Regular meeting assembled on the 19th day of May, 2014, at 5:30 p.m. setting the 16th day of June, 2014 at 6:15 p.m., in the Council Chambers of the Municipal Building, as the time and place for a public hearing before said Council on

said petition, and public notice of said time and place was ordered given, all pursuant to North Carolina G.S. 160A-299; and

WHEREAS, due and proper notice of said hearing to be heard on the petition at this meeting of City Council was made by publication in the High Point Enterprise for four (4) consecutive weeks, beginning May 20 & 23, 2014 and June 6 & 13, 2014; and,

WHEREAS, the above entitled matter, pursuant to said resolution and notice was called for hearing before said Council at which time there was no objection or opposition offered on the part of any firm or corporation to abandon (closure) of all of the all the remaining portion of English Court, as shown on a map entitled “Oakwood Court – Property of R.A. Wheeler - High Point, NC” as recorded in plat book 3, page 157, in the Office of the Register of Deeds for Guilford County, North Carolina.

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

NOW THEREFORE BE IT RESOLVED:

1. That all of the remaining portion of English Court, a partially improved right-of-way lying along the south side of W. English Road, between N. Lindsay Street and Oakwood Street, as shown on a map entitled “Oakwood Court – Property of R.A. Wheeler - High Point, NC” as recorded in plat book 3, page 157, in the Office of the Register of Deeds for Guilford County, North Carolina be closed pursuant to North Carolina G.S. 160A-299; and
2. That the City of High Point shall retain an electrical utility easement, which also includes City fiber optic lines, cable TV lines and NorthState Communication lines, over the full length and width of this alley; and
3. That a copy of this resolution be filed in the Office of the Register of Deeds for Guilford County, North Carolina.

By order of the City Council,
this the 18th day of November, 2013
Lisa B. Vierling, City Clerk

COMMUNITY DEVELOPMENT & HOUSING

Michael E. McNair

DIRECTOR OF COMMUNITY DEVELOPMENT & HOUSING



MEMORANDUM

DATE: **June 13, 2014**

TO: Randy McCaslin, Assistant City Manager

FROM: Michael E. McNair, Director

SUBJECT: Loan Commitment Letter to Unity Builders, Inc.

RE: Meredith Street Apartments

In order to address a need for safe, sanitary and affordable housing for its low to moderate income residents, the Council has previously approved a plan to aid Unity Builders, Inc. (Unity Builders) in their redevelopment of the Meredith Street Apartments. Unity Builders secured a construction loan commitment from First Citizens Bank of \$945,000.00 that will be used for the redevelopment of the apartments; they have also secured a permanent financing commitment from the North Carolina Community Development Initiative. Total acquisition and repairs are expected to not exceed \$1,405,000.00. Council previously approved a loan to Unity Builders of \$460,000.00 to be used for property acquisition and construction interest. The \$460,000.00 loan was designated to come from the HOME program funds, secured by a second lien on the Meredith Street property.

First Citizens Bank has since provided loan paperwork for closing on this project that requires the City to secure the \$945,000.00 construction loan to Unity Builders. Through discussions with staff and communication with HUD, the City would be able to amend their current 108 Loan Agreement to use those 108 funds to provide for the rehab and repair costs of the Meredith Street Apartments if Unity Builders were unable to meet the requirements under the loan agreement with First Citizens. This provisional security would be the only use of the 108 Loan that would be committed to the Meredith Street Apartments and the amendment to the 108 Loan Agreement would specifically designate the time that this money would be available for the project.

The current plan for Meredith Street and the commitment from Unity Builders to the project remains the same. Staff requests that Council allow the City to proceed with this plan and direct the City Manager to execute the loan documents and necessary amendments to proceed with the Meredith Street Apartments purchase and rehabilitation.